



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

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## City Council Regular Meeting

Wednesday, October 16, 2024 at 7:00 PM

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

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### AGENDA

This meeting will be live-streamed on Manor's YouTube Channel  
You can access the meeting at <https://www.cityofmanor.org/page/livestream>

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

A. Declaring Friday, November 1, 2024, as “Texas Arbor Day”

PUBLIC COMMENTS

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

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

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

## REPORTS

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

- A. FY 2024-2025 Special Events Schedule**  
*Submitted by: Yalondra Valderrama Santana, Heritage & Tourism Manager*

## 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.*

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

- **September 18, 2024, City Council Regular Meeting;**
- **September 26, 2024, City Council Called Special Session; and**
- **October 2, 2024, City Council Regular Meeting**

- 2. Consideration, discussion, and possible action on accepting the 2024 Fourth Quarter City Council Committee Reports.**  
*Submitted by: Scott Moore, City Manager*

- 3. Consideration, discussion, and possible action on accepting the September 2024 City Council Monthly Reports.**  
*Submitted by: Scott Moore, City Manager*

- 4. Consideration, discussion, and possible action on accepting the September 2024 Departmental Reports.**  
*Submitted by: Scott Moore, City Manager*

- **Finance – Belen Peña, Finance Director**
- **Police – Ryan Phipps, Chief of Police**
- **Travis County ESD No. 12 – Chris McKenzie, Interim Fire Chief**
- **Economic Development – Scott Jones, Economic Development Director**
- **Development Services – Michael Burrell, Interim Development Services Director**
- **Community Development – Yalondra V. Santana, Heritage & Tourism Manager**
- **Municipal Court – Sofi Duran, Court Administrator**
- **Public Works – Matt Woodard, Director of Public Works**
- **Human Resources – Tracey Vasquez, HR Manager**
- **IT – Phil Green, IT Director**
- **Administration – Lluvia T. Almaraz, City Secretary**

- 5.** Consideration, discussion, and possible action on a resolution authorizing the issuance of Manor Housing Public Facility Corporation Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024; approving the form of a trust indenture and loan agreement; approving the Tower Road Apartment Development; authorizing the execution of documents and instruments necessary or convenient to carry out the purposes of this resolution; and containing other provision relating thereto.  
*Submitted by: Scott Moore, City Manager*
- 6.** Consideration, discussion, and possible action on a resolution authorizing the issuance of Manor Housing Public Facility Corporation Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024; approving the form of a subordinate trust indenture and subordinate loan agreement; approving the Tower Road Apartment Development; authorizing the execution of documents and instruments necessary or convenient to carry out the purposes of this resolution; and containing other provision relating thereto.  
*Submitted by: Scott Moore, City Manager*
- 7.** Consideration, discussion, and possible action on a Conservation Easement for the Blue Bluff Project.  
*Submitted by: Michael Burrell, Interim Development Services Director*
- 8.** Consideration, discussion, and possible action on a resolution making available to members of the City Council the optional benefit of a deferred compensation plan administered by Nationwide Retirement Solutions and authorizing payroll deductions for participating Council members.  
*Submitted by: Tracey Vasquez, HR Director*
- 9.** Consideration, discussion, and possible action on a resolution making available to members of the City Council the services offered by LegalShield and authorizing payroll deductions for participating Council members.  
*Submitted by: Tracey Vasquez, HR Director*
- 10.** Consideration, discussion, and possible action on a Donation and Exchange Agreement with The Shops at Grassdale, LLC.  
*Submitted by: Scott Moore, City Manager*
- 11.** Consideration, discussion, and possible action on a 4,399 square foot Waterline Easement and Temporary Construction Easement.  
*Submitted by: Scott Moore, City Manager*
- 12.** Consideration, discussion, and possible action on a 6,589 square foot Waterline Easement and Temporary Construction Easement.  
*Submitted by: Scott Moore, City Manager*

## REGULAR AGENDA

- 13.** Consideration, discussion, and possible action on a Development Agreement Establishing Development Standards for the Boyce PJT Development (101 Boyce Street).  
*Submitted by: Michael Burrell, Interim Development Services Director*
- 14.** Consideration, discussion, and possible action on a Chapter 380 Grant Agreement to Jiwon Jung owner of the property located at 101 W. Boyce Street to provide development incentives for the development of the property and employment opportunities.  
*Submitted by: Scott Jones, Economic Development Director*
- 15.** Consideration, discussion, and possible action on a Development Agreement Establishing Development Standards for the Boyce PJT Development (104 and 108 Boyce Street).  
*Submitted by: Michael Burrell, Interim Development Services Director*
- 16.** Consideration, discussion, and possible action on a Chapter 380 Grant Agreement to Build Block, Inc. of the properties located at 104 and 108 W. Boyce Street to provide development incentives for the development of the properties and employment opportunities.  
*Submitted by: Scott Jones, Economic Development Director*
- 17.** Consideration, discussion, and possible action on a Development Agreement Establishing Development Standards for the Boyce PJT Development (107 Boyce Street).  
*Submitted by: Michael Burrell, Interim Development Services Director*
- 18.** Consideration, discussion, and possible action on a Chapter 380 Grant Agreement to Jiwon Jung owner of the property located at 107 W. Boyce Street to provide development incentives for the development of the property and employment opportunities.  
*Submitted by: Scott Jones, Economic Development Director*
- 19.** Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances Appendix A Fee Schedule by repealing existing sections A5.002 and A5.003 relating to parks and special event rental fees; adopting new section A5.002 relating to parks and amenities rental fees; adopting new section A5.003 relating to special event rental fees; amending section A5.004 relating to film projects using city property fees; adopting new section A5.007 relating to equipment rental and fees for staff services; providing for an effective date, savings, severability, and open meetings clauses; and providing for related matters.  
*Submitted by: Yalondra M. Valderrama Santana, Heritage & Tourism Manager*
- 20.** Consideration, discussion, and possible action on the approval to submit the FY2024 Project Improvement List to Capital Metro.  
*Submitted by: Pauline M. Gray, P.E., City Engineer*

- 21. Consideration, discussion, and possible action on a Statement of Work No. 35 to the Master Services Agreement with George Butler Associates, Inc. for the replacement of the existing 12-inch diameter waterline with a 16-inch diameter waterline between the intermediate tank to downtown.**  
*Submitted by: Frank T. Phelan, P.E., City Engineer*
- 22. Consideration, discussion, and possible action on a Statement of Work No. 37 to the Master Services Agreement with George Butler Associates, Inc. for the construction of a waterline necessary to provide adequate conveyance across 290 from the Gregg Manor Road ground storage tank and pressurization facility to the south side of US 290 that serves downtown Manor.**  
*Submitted by: Frank T. Phelan, P.E., City Engineer*
- 23. Consideration, discussion, and possible action on a Statement of Work No. 38 to the Master Services Agreement with George Butler Associates, Inc. for the design and construction of a waterline that will complete a loop along Bois d'Arc lane to provide improved water quality, system reliability and enhanced system capacity.**  
*Submitted by: Frank T. Phelan, P.E., City Engineer*
- 24. Consideration, discussion, and possible action on a Statement of Work No. 40 to the Master Services Agreement with George Butler Associates, Inc. for the upgrade/up sizing of existing gravity relief pipes, with pipe diameters ranging from 18-inches to 36 inches. The total length of pipe to be installed is 4,060 linear feet.**  
*Submitted by: Frank T. Phelan, P.E., City Engineer*

## EXECUTIVE SESSION

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

- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the construction contract for the Bell Farms and Presidential Glen Lift Station Project;*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Interlocal Agreement with City of Austin regarding the Transfer of the Manor Downs/Dalfen property;*
- *Section 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the purchase of the Gildon property a 0.198 acre tract of land;*
- *Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Hibbs Lane Parcel;*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding public safety;*

- Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the license agreement with Lennar Homes; and

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

## OPEN SESSION

The City Council will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

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

*Submitted by: Tyler Shows, E.I.T., City Engineer*

**26. Consideration, discussion, and possible action on an Interlocal Cooperation Agreement with the City of Austin for the release and transfer of property from the City of Austin Extraterritorial Jurisdiction (ETJ) to the City of Manor ETJ.**

*Submitted by: Scott Moore, City Manager*

**27. Consideration, discussion, and possible action on a resolution authorizing the purchase and closing of a tract of real property consisting of 0.1980 acres, more or less, located in Travis County, Texas for \$169,900, plus closing costs, title insurance cost, providing for approval of the purchase and sale agreement and an amendment to the agreement; and providing for related matters.**

*Submitted by: Scott Moore, City Manager*

## ADJOURNMENT

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

**CONFLICT OF INTEREST**

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

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

**POSTING CERTIFICATION**

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, October 11, 2024, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

**NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:**

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



## PROCLAMATION

*Whereas*, Texas first observed Arbor Day in 1889, under the leadership of the Texas Forestry Association; and

*Whereas*, All across Texas, from towering pines to majestic oaks to scrubby mesquites — the many trees of Texas are beautiful and prominent features of our unique and breathtaking landscape; and

*Whereas*, As Texans, we value our trees and the benefits they provide each of us every day. Benefits like clean air, clean water, improving our health and even saving us money on energy bills; and

*Whereas*, We encourage people in our community to plant trees and celebrate them on the first Friday each November on Texas Arbor Day; and

*Whereas*, This holiday for trees is an opportunity to teach fundamental lessons about the stewardship of our natural resources and caring for our environment. It is an opportunity to learn what each of us can do to keep our community trees healthy and vibrant, and it is a time we can pause to appreciate trees in our lives; and

*Whereas*, Together, we can create a brighter and more beautiful future for the next generation. They, in turn, can affirm the duty of protecting our natural resources by being responsible stewards of this great land; and

*Whereas*, The City of Manor will host a Texas Arbor Day Event at Timmermann Park on November 16, 2024, from 9:00 a.m. – 10:00 a.m. The community is invited to bring their families to this fun event for all ages.

*Now, Therefore*, I, Dr. Christopher Harvey, Mayor of the City of Manor, and on behalf of the Manor City Council, do hereby proclaim Friday, November 1, 2024, as:

### *“Texas Arbor Day”*

in the City of Manor and urge all citizens to support efforts to care for our trees and woodlands and I urge all citizens to plant trees to gladden the hearts and promote well-being of present and future generations.

*Proclaimed* this the 16<sup>th</sup> day of October 2024

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Dr. Christopher Harvey, Mayor  
City of Manor



AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Yalonda M. Valderrama Santana  
**DEPARTMENT:** Community Development

### AGENDA ITEM DESCRIPTION:

City Special Events Schedule for the 2024-2025 Fiscal Year

### BACKGROUND/SUMMARY:

#### Hispanic Heritage Event

October 5, 2024 from 12pm to 6pm

Location: Timmermann Park, 12616 Skimmer Run, Manor TX

*Description:* We are celebrating and recognizing Hispanic Americans' culture, history, and achievement in our community with a Hispanic Heritage event. There will be food vendors, market, live music, and cultural performances.

#### Veteran's Day

Mon., Nov. 11, 2024 from TBD

Location: Manor New Tech High School, 10323 US Highway 290 E, Manor, TX 78653

*Description:* Veterans Day is a U.S. legal holiday dedicated to American veterans of all wars.

#### Movie Night Out - FALL

Movie: INSIDE OUT 2

Fri., Nov. 15, 2024 – Movie starts @ Dusk

Location: Timmermann Park, 12616 Skimmer Run, Manor TX

*Description:* Movie Night Out is a FREE family-friendly community event at Timmermann Park! Manor will show a family-friendly movie and give away free popcorn.

#### Texas Arbor Day

Sat., November 16, 2024 from TBD

Location: Timmermann Park, 12616 Skimmer Run, Manor TX

*Description:* Manor partners with the Texas A&M Forest Service to celebrate Texas Arbor Day. Arbor Day is a Texas holiday made to recognize and maintain the importance of trees. The city invites the community to plant trees and learn of the importance of trees by doing a tree planting demonstration.

#### Christmas Tree Lighting

Fri., December 6, 2024 from 7:00pm to 8:30pm

Location: Jennie Lane Park, 102 E Rector St, Manor, TX

*Description:* The Christmas tree lighting ceremony in Manor, TX, is a beloved event that brings the community together to celebrate the holiday spirit. Held in at Jennie Lane Park, families gather around the beautifully spiral tree as festive music fills the air. With a lively countdown, the spiral tree lights up in a dazzling display of colorful lights. The evening features holiday music and hot cocoa.

### **Holiday in Manor**

Sat., December 7, 2024 from 12pm to 8pm

Location: East Manor Development No. 1, 15317 Us Hwy 290 E. Manor TX

*Description:* Holiday in the Park is a fun, family-friendly, free event presented by the City of Manor. There will be holiday games, crafts, food trucks, live music, vendors, ice skating, winter rides, photos with Santa & Mrs. Claus, and more.

### **Martin Luther King Jr. Day**

Mon., January 20, 2025 from TBD

Location: TBD

*Description:* This holiday honors the life and legacy of civil rights leader Martin Luther King Jr.

### **Black History Month**

February 2025

Location: Manor City Hall, 105 E Eggleston St, Manor TX 78653

*Description:* Is a monthlong commemoration of African American history and achievement that takes place each February in the United States.

### **Movie Night Out - SPRING**

Fri., Mar. 14, 2025 – Movie starts @ Dusk

Fri., April 4, 2025 – Movie starts @ Dusk

Location: Timmermann Park, 12616 Skimmer Run, Manor TX

### **Easter Egg-Heli-Drop**

Sat., April 19, 2025 from 11am to 3pm

Location: East Manor Development No. 1, 15317 Us Hwy 290 E. Manor TX

*Description:* The Easter Egg-Heli-Drop is a fun, family-friendly, free event presented by the City of Manor. There will be a helicopter easter egg drop, games, crafts, food trucks, live music, vendors, and photos with the Easter Bunny. Children of all ages are invited to participate in Manor's Easter Egg-Heli-Drop, featuring candy-filled eggs, for each age division.

### **5<sup>th</sup> Annual ManorPalooza**

Fri., May 2, 2025 from 5pm to 11pm & Sat., May 3, 2025 from 11am to 11pm

Location: East Manor Development No. 1, 15317 Us Hwy 290 E., Manor TX

*Description:* The ManorPalooza is a fun, family-friendly event celebrating the City of Manor and its people. There will be games, arts & crafts, food trucks, vendors, live music, carnival rides, photo booths, family-friendly entertainment, and more.

### **Movie Night Out - SUMMER**

Fri., June 13, 2025 – Movie starts @ Dusk

Location: Timmermann Park, 12616 Skimmer Run, Manor TX

### **Juneteenth Celebration**

Thurs., Jun 19, 2025 5pm to 9pm

Location: TBD

*Description:* The Manor Juneteenth event commemorates the end of slavery in the United States. Juneteenth marks the day when federal troops arrived in Galveston, Texas in 1865 to take control of the state and ensure that all enslaved people be freed. There will be games, arts and crafts, food trucks, vendors, music, a Black History Display, and more.

#### **4th of July Celebration**

Fri, July 4, 2025 from 6pm to 10pm

Location: East Manor Development No. 1, 15317 Us Hwy 290 E. Manor TX

*Description:* The 4th of July Celebration is a fun, family-friendly event celebrating the United States' Declaration of Independence. There will be a firework show, sky diving show, games, arts & crafts, food trucks, vendors, live music, photobooths, Bouncy Houses, and more.

#### **Movie Night Out - SUMMER**

Fri., July 11, 2025 – Movie starts @ Dusk

Fri., July 25, 2025 – Movie starts @ Dusk

Fri., Aug. 8, 2025 – Movie starts @ Dusk

Location: Timmermann Park, 12616 Skimmer Run, Manor TX

#### **Hispanic History Month**

September 15<sup>th</sup> to October 15<sup>th</sup>, 2025

Location: Manor City Hall, 105 E Eggleston St, Manor TX 78653

*Description:* From September 15 to October 15, Americans observe National Hispanic Heritage Month, a time to celebrate the heritage, history, traditions, and cultural diversity of Hispanic Americans whose heritage is rooted in Spain and 19 countries and territories: Mexico, Guatemala, Honduras, El Salvador, Nicaragua, Costa Rica, Panama, Colombia, Venezuela, Ecuador, Peru, Bolivia, Paraguay, Chile, Argentina, Uruguay, Cuba, Puerto Rico, and the Dominican Republic. Manor is recognizing the contributions and influence of Hispanic Americans to the history, culture, and achievements of the United States.

# 2024-2025 SPECIAL EVENT SCHEDULE

OCT 5

**Hispanic Heritage Celebration**

Timmermann Park

APR 19

**Easter Egg-Heli-Drop**

EMD #1

NOV 11

**Veteran's Day**

Manor New Tech High School

MAY 2-3

**5th Annual ManorPalooza**

EMD #1

NOV 15

**Movie Night Out - FALL**

Timmermann Park

JUN 13

**Movie Night Out - SUMMER**

Timmermann Park

NOV 16

**Texas Arbor Day**

Timmermann Park

JUN 19

**Juneteenth Celebration**

TBD

DEC 6

**Christmas Tree Lighting**

Jennie Lane Park

JUL 4

**4th of July Celebration**

EMD #1

DEC 7

**Holiday in Manor**

EMD #1

JUL 11

**Movie Night Out - SUMMER**

Timmermann Park

JAN 20

**Martin Luther King Jr. Day**

TBD

JUL 25

**Movie Night Out - SUMMER**

Timmermann Park

MAR 14

**Movie Night Out - SPRING**

Timmermann Park

AUG 8

**Movie Night Out - SUMMER**

Timmermann Park

APR 4

**Movie Night Out - SPRING**

Timmermann Park



AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

- September 18, 2024, City Council Regular Meeting;
- September 26, 2024, City Council Called Special Session; and
- October 2, 2024, City Council Regular Meeting

**BACKGROUND/SUMMARY:**

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

- September 18, 2024, City Council Regular Meeting Minutes;
- September 26, 2024, City Council Special Session Minutes; and
- October 2, 2024, City Council Regular Meeting Minutes;

**STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve the meeting minutes as presented.

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



**CITY COUNCIL  
REGULAR SESSION MINUTES  
SEPTEMBER 18, 2024**

**This meeting was live-streamed on Manor's YouTube Channel  
You can access the meeting at <https://www.cityofmanor.org/page/livestream>**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

- Scott Moore, City Manager
- Denver Collins, Assistant Chief of Police
- Lluvia T. Almaraz, City Secretary
- Belen Peña, Finance Director
- Tracey Vasquez, HR Director
- Michael Burrell, Interim Development Services Director
- Mathew Woodard, Public Works Director
- Phil Green, IT Director
- Veronica Rivera, Assistant City Attorney

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:04 p.m. on Wednesday, September 18, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

## INVOCATION

Mayor Harvey gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## EVENTS/ANNOUNCEMENT

### **A. Manor Youth Advisory Commission Open House, Saturday, September 28, 2024, at Manor City Hall Council Chambers, 105 E. Eggleston St.**

Mayor Harvey and Council Member Moreno invited the community to attend the Manor Youth Advisory Commission Open House on Saturday, September 28, 2024.

## PUBLIC COMMENTS

No one appeared at this time.

## PUBLIC HEARINGS

### **1. Conduct a Public Hearing on the FY 2024-2025 Proposed Property Tax Rate of the City of Manor, Texas.**

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

Mayor Harvey opened the Public Hearing.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to close the public hearing.

There was no further discussion.

### **Motion to close carried 7-0**

### **2. Conduct a public hearing on the FY 2024-2025 Proposed Annual Budget of the City of Manor, Texas.**

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

Mayor Harvey opened the Public Hearing.

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

There was no further discussion.

**Motion to close carried 7-0**

- 3. Conduct a public hearing on a rezoning application for one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial. Applicant: Foresite; Owner: White Oak Development**

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

Mayor Harvey opened the Public Hearing.

Fritz Van Nest with White Oak Development submitted a speaker card in support of this item; however, he did not wish to speak but was available to address any questions posed by the City Council.

Jon Olson with Foresite Group, LLC introduced himself and discussed the attached presentation.

A discussion was held regarding the addition of office space.

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

There was no further discussion.

**Motion to close carried 7-0**

**CONSENT**

- 4. Consideration, discussion, and possible action to approve the City Council Minutes of September 4, 2024, City Council Regular Meeting.**
- 5. Consideration, discussion, and possible action on accepting the August 2024 City Council Monthly Reports.**
- 6. Consideration, discussion, and possible action on accepting the August 2024 Departmental Reports.**

- **Finance – Belen Peña, Finance Director**
- **Police – Ryan Phipps, Chief of Police**
- **Travis County ESD No. 12 – Chris McKenzie, Interim Fire Chief**
- **Economic Development – Scott Jones, Economic Development Director**
- **Development Services – Scott Dunlop, Development Services Director**
- **Community Development – Yalondra V. Santana, Heritage & Tourism Manager**
- **Municipal Court – Sofi Duran, Court Administrator**



- **Public Works – Matt Woodard, Director of Public Works**
- **Human Resources – Tracey Vasquez, HR Manager**
- **IT – Phil Green, IT Director**
- **Administration – Lluvia T. Almaraz, City Secretary**

**7. Consideration, discussion, and possible action on revisions and inserts to the Fifth Amendment to the Butler/East Hwy 290 & 13100 N. FM 973 (Manor Crossing) Development Agreement.**

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve the consent agenda.

There was no further discussion.

**Motion to approve carried 7-0**

**REGULAR AGENDA**

**8. First Reading: Consideration, discussion, and possible action on an ordinance Rezoning one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial. Applicant: Foresite; Owner: White Oak Development**

The city staff recommended that the City Council approve the first reading of an ordinance Rezoning one (1) lot on 4 acres, more or less, and being located at 16005 E. US Hwy 290, Manor, TX from (A) Agriculture to (C-2) Medium Commercial.

Ordinance: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From (A) Agricultural to (C-2) Medium Commercial; Making Findings of Fact; Providing a Severability Clause; an Effective Date; Open Meeting Clauses, and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to approve the first reading of an ordinance Rezoning one (1) lot on 4 acres, more or less, and being located at 16005 E. US Hwy 290, Manor, TX from (A) Agriculture to (C-2) Medium Commercial with conditions of general retail sales, general, mini-storage warehouse, and any use protected bylaw.

There was no further discussion.

**Motion to approve carried 6-1 (Council Member Amezcua voted against)**

**9. Second and Final Reading: Consideration, discussion, and possible action on an ordinance for a franchise with Frontier Texas Ventures I, LLC for Municipal Solid Waste Collection, Transportation and Disposal (Residential, Commercial, Industrial, and Recycling).**

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 759 for a franchise with Frontier Texas Ventures I, LLC for the Municipal Solid Waste Collection, Transportation, and Disposal Contract (Residential, Commercial, Industrial, and Recycling); and authorize the City Manager to execute the final negotiated contract.

Ordinance No. 759: An Ordinance of The City of Manor, Texas Approving an Exclusive Franchise Agreement with Frontier Texas Ventures I, LLC for the Collection, Transportation, and Disposal of Municipal Solid Waste (Residential, Commercial, Industrial and Recycling) in the City of Manor; Granting Frontier Texas Ventures I, LLC Certain Powers, Licenses and Privileges to Use the Streets, Avenues, Easements, Rights-Of-Way, Alleys, Highways, Sidewalks, and Bridges in Said City; Prescribing Certain Rights, Duties, Terms and Conditions; Providing for the Payment to the City of a Percentage of Gross Receipts of Grantee From Its Operations; Approving the Establishment of a Franchise Fee on Solid Waste Services Charged by The City of Manor to Its Customers; Providing a Severability Clause, Providing Savings, Effective Date and Open Meetings Clauses, and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Hill Amezcua to approve the second and final reading of Ordinance No. 759 for a franchise with Frontier Texas Ventures I, LLC for the Municipal Solid Waste Collection, Transportation, and Disposal Contract (Residential, Commercial, Industrial, and Recycling); and authorize the City Manager to execute the final negotiated contract.

There was no further discussion.

**Motion to approve carried 7-0**

At the direction of Mayor Harvey Item No. 11 was conducted next.

**11. Consideration, discussion, and possible action on an ordinance adopting the Annual Budget for the City of Manor for the fiscal year beginning October 1, 2024, and ending September 30, 2025.**

The city staff recommended that the City Council approve Ordinance No. 761 adopting an annual budget for the ensuing fiscal year beginning October 1, 2024, and ending September 30, 2025, for the City of Manor.

Mayor Pro Tem Emily Hill requested for this item to be postponed to a special called session.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to postpone the item to September 26, 2024, Special Called Meeting at 7:00 p.m.

There was no further discussion.

**Motion to postpone carried 7-0**

**10. Consideration, discussion, and possible action on an ordinance Levying Ad Valorem Taxes for the Use and Support of the Municipal Government of the City for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025.**

The city staff recommended that the City Council approve and adopt Ordinance No. 760 with the following motion: “I move that the property tax rate be increased by the adoption of a tax rate of \$0.8537 on each \$100.00 valuation of property, which is effectively a 7.83% percent increase in the tax rate.”

Finance Director Peña discussed the deadline to submit the tax rate to the county.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to postpone the item to September 26, 2024, Special Called Meeting at 7:00 p.m.

There was no further discussion.

**Motion to postpone carried 7-0**

**12. Consideration, discussion, and possible action on a resolution authorizing the City Manager to execute the Fiscal Year 2025 Texas Traffic Safety Program Comprehensive STEP (Selective Traffic Enforcement Program) grant agreement and to serve as the authorized official for this and future grant matters.**

The city staff recommended that the City Council approve Resolution No. 2024-28 authorizing the City Manager to execute the Fiscal Year 2025 Texas Traffic Safety Program Comprehensive STEP grant agreement and to act as the authorized official for all related matters.

Assistant Chief of Police Collins discussed the proposed agreement.

Resolution No. 2024-28: A Resolution of The City Council Of The City Of Manor, Texas Authorizing The City Manager To Execute And Sign The Texas Traffic Safety Program Grant Agreement For The Fiscal Year 2025 Comprehensive Step (Selective Traffic Enforcement Program) Grant; And Designating The City Manager As The Authorized Official For All Matters Pertaining To The Grant, Including Future Fiscal Years.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve Resolution No. 2024-28 authorizing the City Manager to execute the Fiscal Year 2025 Texas Traffic Safety Program Comprehensive STEP grant agreement and to act as the authorized official for all related matters.

There was no further discussion.

**Motion to approve carried 7-0**

**13. Consideration, discussion, and possible action on the ordinance amending Manor Code of Ordinances Appendix A Fee Schedule by repealing existing sections A5.002 and A5.003 relating to parks and special event rental fees; adopting new section A5.002 relating to parks and amenities rental fees; adopting new section A5.003 relating to special event rental fees; amending section A5.004 relating to film projects using city property fees; adopting new section A5.007 relating to facilities and property rental permit fees; adopting new section A5.008 relating to equipment rental and fees for staff services; providing for an effective date, savings, severability, and open meetings clauses; and providing for related matters.**

The city staff recommended that the City Council approve Ordinance No. 762 as set forth in the caption above.

A discussion was held regarding the changes in the fees.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill to postpone the item to September 26, 2024, Special Called Meeting at 7:00 p.m.

There was no further discussion.

**Motion to postpone carried 7-0**

**14. Consideration, discussion, and possible action on an ordinance naming the 70-foot right-of-way on the Final Plat Manor Senior High School as "Ventura Arbor Lane" and providing for related matters.**

The city staff recommended that the City Council approve Ordinance No. 763 naming the 70-foot right-of-way on the Final Plat Manor Senior High School as "Ventura Arbor Lane" and authorizing the City Manager to implement the necessary actions for signage, notification, and updates.

Assistant City Attorney Rivera discussed the proposed ordinance.

**Ordinance No. 763:** An Ordinance of The City Of Manor, Texas, Naming a Portion of a Right-Of-Way as "Ventura Arbor Lane"; Providing for an Effective Date, Savings, Severability, and Open Meetings Clauses; and Providing For Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Ordinance No. 763 naming the 70-foot right-of-way on the Final Plat Manor Senior High School as “Ventura Arbor Lane” and authorizing the City Manager to implement the necessary actions for signage, notification, and updates.

There was no further discussion.

**Motion to approve carried 6-1 (Mayor Pro Tem Emily Hill voted against)**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:43 p.m. on Wednesday, September 18, 2024, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; and Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Hibbs Lane Parcel* at 7:43 p.m. on Wednesday, September 18, 2024.

The Executive Session was adjourned at 8:03 p.m. on Wednesday, September 18, 2024.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 8:03 p.m. on Wednesday, September 18, 2024.

There was no action taken.

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 8:03 p.m. on Wednesday, September 18, 2024.

The Manor City Council approved these minutes on October 16, 2024.

**APPROVED:**

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

**ATTEST:**

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

Draft Minutes

P#3

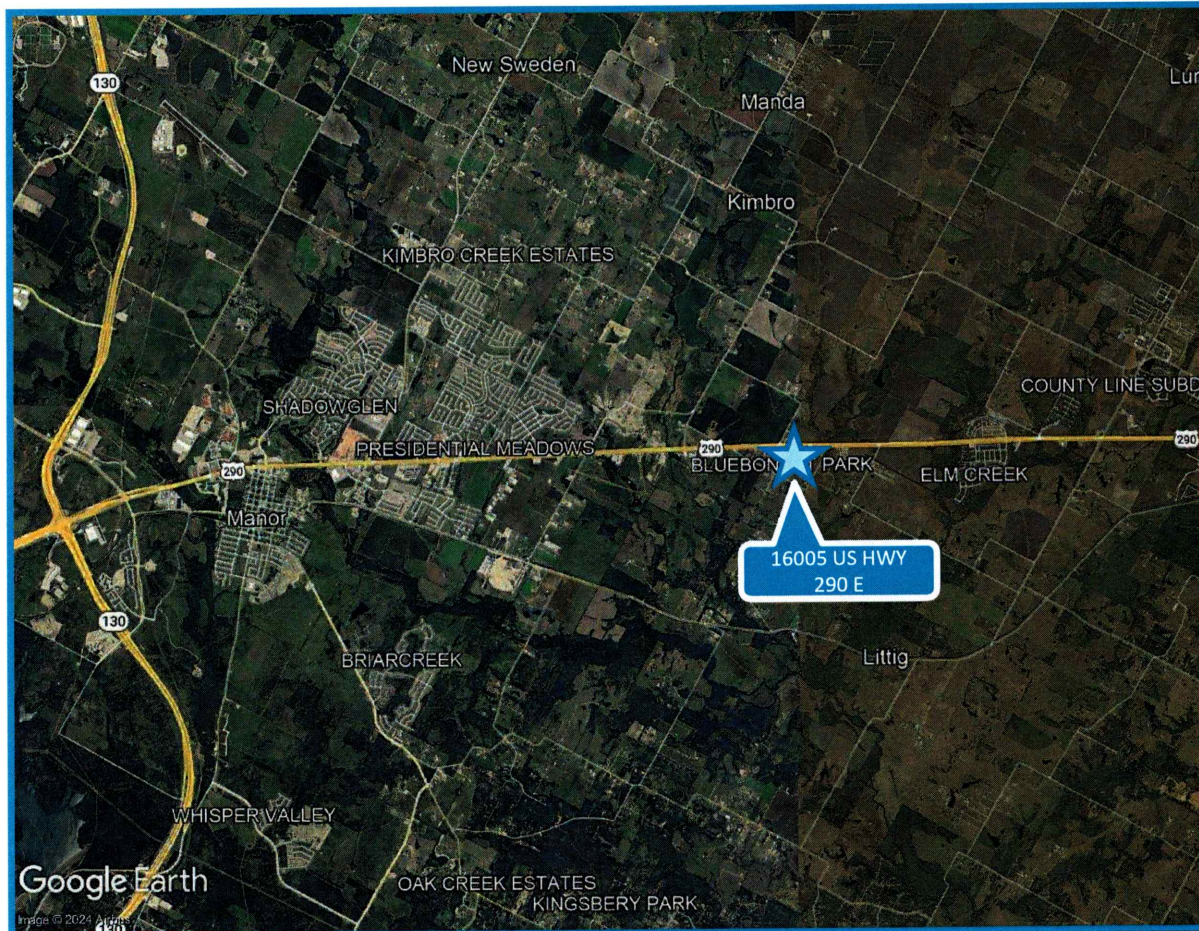
Item 1.

# 16005 E US HWY 290 REZONING

2024-P-1677-ZO  
SEPT. 18<sup>TH</sup>, 2024



# LOCATION



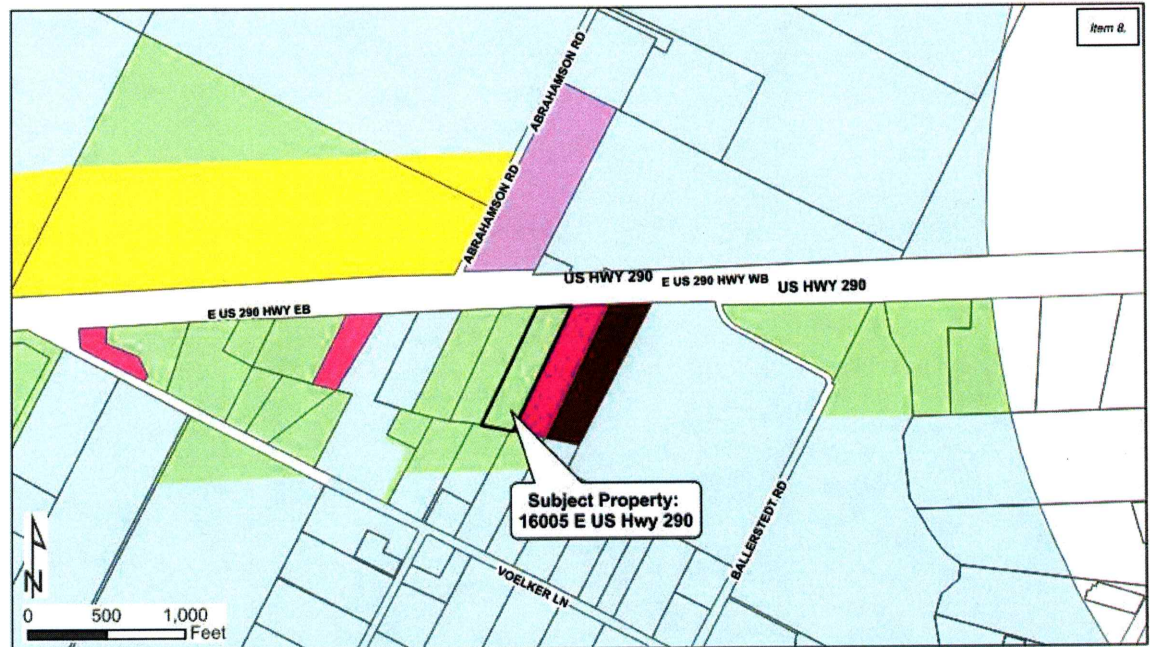


# FORESITE group ZONING

- Proposed: Medium Commercial (C-2)

“Medium commercial uses should be located along or the (sic) intersections of major roadways to accommodate the traffic generated.”

§ 14.02.016(a) Manor Code of Ordinances



Current:  
(A) Agricultural

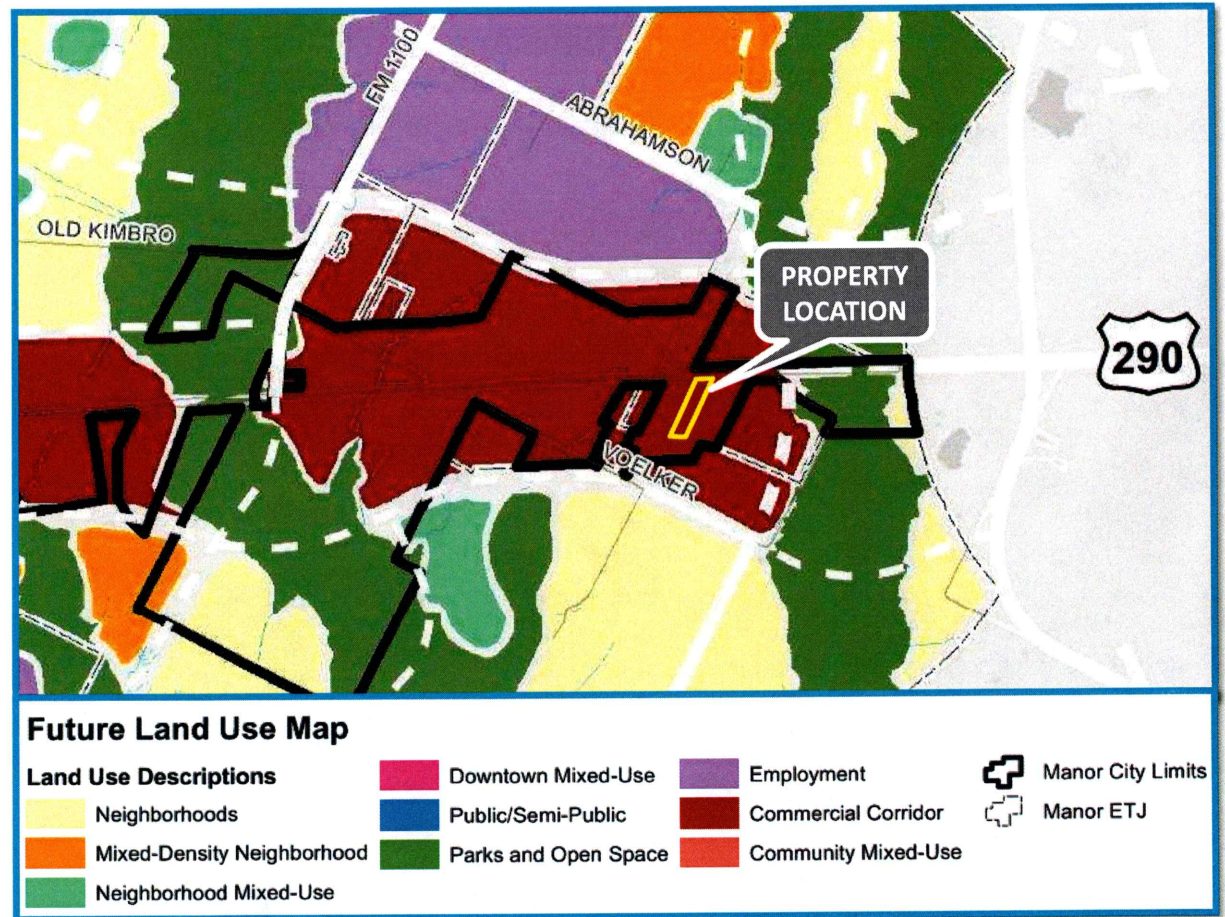
Proposed:  
(C-2) Medium Commercial

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

\* Not to scale

■ **Commercial Corridor:**

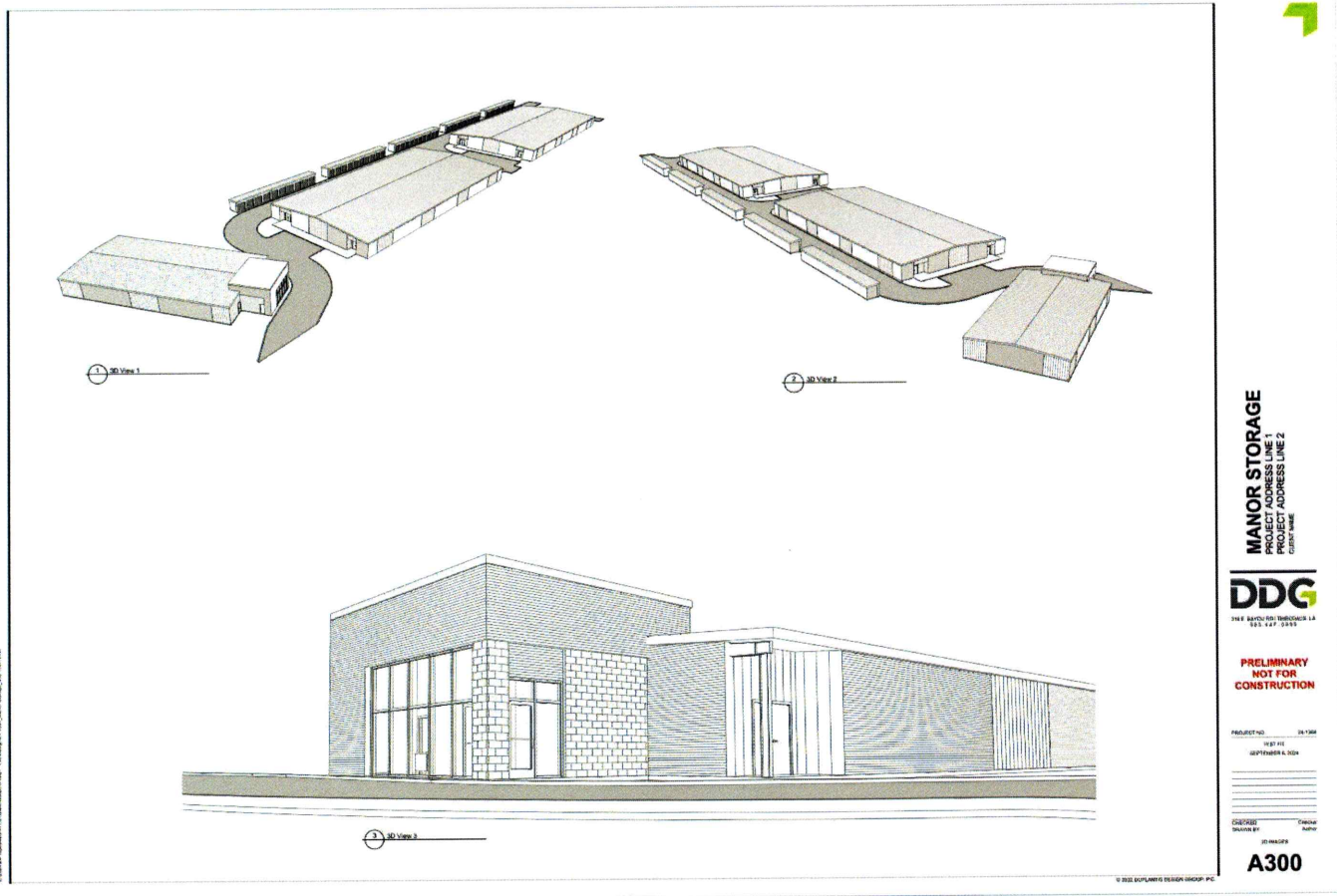
This category consists of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial uses.



- Recommended approval with only these allowed uses:
  - General retail sales, general
  - Mini-storage warehouse
  - Any use protected by law
  
- Requested use: Mini-Storage Warehouse
  - “an establishment offering small, individual storage units for rent or lease and are restricted solely to the storage of items such as motor vehicles, trailers, boats, bulky household goods and various personal property. There is no conduct of sales, business or any other activity within the individual storage units.”

§ 14.01.008 Manor Code of Ordinances

# EXAMPLE SITE RENDERING



**MANOR STORAGE**  
 PROJECT ADDRESS LINE 1  
 PROJECT ADDRESS LINE 2  
 CUSTOM UNIT

**DDG**  
 2148 BAYVIEW TERRACE, L.A.  
 310.447.3343

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

PROJECT NO: 24724  
 REV: 01  
 12/17/2014

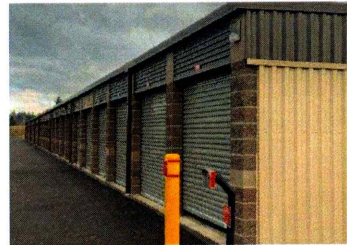
CHECKED: [Signature]  
 DRAWN BY: [Signature]

**A300**

12/17/2014 10:48 AM  
 2148 BAYVIEW TERRACE, L.A.  
 310.447.3343

© 2014 DUPUY'S DESIGN GROUP, P.C.

## EXAMPLE FAÇADE PHOTOS



**MANOR STORAGE**  
PROJECT ADDRESS LINE 1  
PROJECT ADDRESS LINE 2  
CHESAPEAKE



**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

PROJECT NO: 24-100

REV: 01

SEPTEMBER 4, 2024

\_\_\_\_\_

CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

PROJECT NUMBER:  
**A400**

MANOR STORAGE CHESAPEAKE, VA  
2024-09-04 10:00 AM  
© 2024 DDG DESIGN GROUP, LLC

© 2024 DDG DESIGN GROUP, LLC

# THANK YOU

JON OLSON  
FORESITE GROUP

FRITZ VAN NEST  
WHITE OAK DEVELOPMENT





**CITY COUNCIL  
CALLED SPECIAL SESSION MINUTES  
SEPTEMBER 26, 2024**

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

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

Emily Hill, Mayor Pro Tem, Place 1  
Anne Weir, Place 2  
Maria Amezcua, Place 3 (Absent)  
Sonia Wallace, Place 4 (Arrived at 8:44 p.m.)  
Aaron Moreno, Place 5 (Absent)  
Deja Hill, Place 6

**CITY STAFF:**

Scott Moore, City Manager  
Ryan Phipps, Chief of Police  
Belen Peña, Finance Director  
Michael Burrell, Interim Development Services Director  
Tracey Vasquez, HR Director  
Yalondra Valderrama Santana, Heritage & Tourism Manager  
Phil Green, IT Director  
Veronica Rivera, Assistant City Attorney

**SPECIAL SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 7:13 p.m. on Thursday, September 26, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**City Council Called Special Session Minutes  
September 26, 2024**

**INVOCATION**

Mayor Harvey gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Harvey led the Pledge of Allegiance.

**PUBLIC COMMENTS**

No one appeared at this time.

**REGULAR AGENDA**

- 1. Consideration, discussion, and possible action on the ordinance amending Manor Code of Ordinances Appendix A Fee Schedule by repealing existing sections A5.002 and A5.003 relating to parks and special event rental fees; adopting new section A5.002 relating to parks and amenities rental fees; adopting new section A5.003 relating to special event rental fees; amending section A5.004 relating to film projects using city property fees; adopting new section A5.007 relating to facilities and property rental permit fees; adopting new section A5.008 relating to equipment rental and fees for staff services; providing for an effective date, savings, severability, and open meetings clauses; and providing for related matters.**

The city staff recommended that the City Council approve Ordinance No. 762, amending Manor Code of Ordinances Appendix A, Fee Schedule.

Heritage & Tourism Manager Valderrama discussed the proposed park fees.

A discussion was held regarding the increase in rental fees.

A discussion was held regarding the types of events that are being held at the parks.

Mayor Harvey expressed his concerns regarding the increase in rental fees.

Mr. Moore expressed his point of view regarding the increase in rental fees.

A discussion was held regarding the Debris Removal/Maintenance Fees.

A discussion was held regarding a maintenance deposit fee vs a debris removal/maintenance fee.

A discussion was held regarding equipment, facilities, and property fees.



**City Council Called Special Session Minutes  
September 26, 2024**

Council Member Deja Hill expressed her concerns regarding the increase in rental fees.

Assistant City Attorney Rivera clarified that the park fees must be approved by ordinance.

A discussion was held regarding the East Manor Development Buildings being up to code and inspected for rentals.

A discussion was held regarding emergency services being prepared for large events.

A discussion was held regarding different entities interested in the E. Manor Development Building rental.

A discussion was held regarding special event fees.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Deja Hill to postpone this item to the October 16, 2024, Regular Council meeting to give additional time to the Park Committee to discuss on October 1, 2024.

There was no further discussion.

**Motion to postpone carried 4-0**

Council Member Wallace arrived at 8:44 p.m. and took her place on the dais.

**2. Consideration, discussion, and possible action on an ordinance adopting the Annual Budget for the City of Manor for the fiscal year beginning October 1, 2024, and ending September 30, 2025.**

The city staff recommended that the City Council approve Ordinance No. 761 adopting an annual budget for the ensuing fiscal year beginning October 1, 2024, and ending September 30, 2025, for the City of Manor.

A discussion was held regarding the Community Development Services budget request for the following line items:

- Youth Advisory Program
- City Events

A discussion was held regarding sponsorship opportunities.

A discussion was held regarding marketing opportunities for the city.

A discussion was held regarding the creation of a marketing division.

**City Council Called Special Session Minutes  
September 26, 2024**

City Manager Moore discussed the proposed budget and a future budget workshop to be conducted in January.

Mayor Harvey suggested that the City Council approve the budget as presented and requested a budget workshop to be conducted before January to allow the council to ask additional questions and propose an amendment budget if needed.

Ordinance No. 761: An Ordinance of the City of Manor, Texas, adopting an annual budget for the ensuing fiscal year beginning October 1, 2024, and ending September 30, 2025; Appropriating the various amounts thereof, and repealing all ordinances or parts of ordinances in Conflict Therewith; and providing for an effective date.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace to approve Ordinance No. 761 adopting an annual budget for the ensuing fiscal year beginning October 1, 2024, and ending September 30, 2025, for the City of Manor.

Mayor Harvey conducted the roll call.

There was no further discussion.

**Motion to approve carried 5-0**

**3. Consideration, discussion, and possible action on an ordinance Levying Ad Valorem Taxes for the Use and Support of the Municipal Government of the City for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025.**

The city staff recommended that the City Council approve and adopt Ordinance No. 760 with the following motion: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.8537 on each \$100.00 valuation of property, which is effectively a 7.83% percent increase in the tax rate."

Ordinance No. 760: An Ordinance of the City of Manor, Texas, Levying Ad Valorem Taxes for the Use and Support of the Municipal Government of the City for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Providing for Apportioning Each Levy for Specific Purposes; and Establishing When Taxes Shall Become Due and Same Shall Become Delinquent, if not Paid.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill to approve and adopt Ordinance No. 760 with the following motion: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.8537 on each \$100.00 valuation of property, which is effectively a 7.83% percent increase in the tax rate."

**City Council Called Special Session Minutes  
September 26, 2024**

Mayor Harvey conducted the roll call.

There was no further discussion.

**Motion to approve carried 5-0**

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 9:28 p.m. on Thursday, September 26, 2024, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071, 551.072, and 551.087 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate over the economic development of East Manor Development No.1.* at 9:28 p.m. on Thursday, September 26, 2024.

The Executive Session was adjourned at 9:52 p.m. on Thursday, September 26, 2024.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 9:52 p.m. on Thursday, September 26, 2024.

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

**ADJOURNMENT**

The Special Session of the Manor City Council was Adjourned at 9:52 p.m. on Thursday, September 26, 2024.

**City Council Called Special Session Minutes  
September 26, 2024**

These minutes were approved by the Manor City Council on October 16, 2024.

**APPROVED:**

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

**ATTEST:**

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

Draft Minutes



**CITY COUNCIL  
REGULAR SESSION MINUTES  
OCTOBER 2, 2024**

**This meeting was live-streamed on Manor's YouTube Channel  
You can access the meeting at <https://www.cityofmanor.org/page/livestream>**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

- Scott Moore, City Manager
- Ryan Phipps, Chief of Police
- Denver Collins, Assistant Chief of Police
- Lluvia T. Almaraz, City Secretary
- Scott Jones, Economic Development Director
- Tracey Vasquez, HR Director
- Yalondra V. Santana, Heritage & Tourism Manager
- Michael Burrell, Interim Development Services Director
- Mathew Woodard, Public Works Director
- Veronica Rivera, Assistant City Attorney

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:07 p.m. on Wednesday, October 2, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

## INVOCATION

Councilwoman Wallace gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## EVENTS/ANNOUNCEMENTS

### A. Hispanic Heritage Celebration, Saturday, October 5, 2024, at Timmermann Park, 12616 Simmer Run.

Heritage & Tourism Manager Valderrama invited the community to attend the first Hispanic Heritage Celebration on Saturday, October 5, 2024, at Timmermann Park.

## PROCLAMATIONS

### A. Declaring the month of October 2024 as “*Breast Cancer Awareness Month*”

Mayor Harvey read and presented the Proclamation to the Health Committee.

### B. Declaring the month of October 2024 as “*Domestic Violence Awareness Month*”

Mayor Harvey read and presented the Proclamation to the Victim Services Team, the Austin Travis County Family Violence Task Force Team, and the Manor ISD Family Violence Team.

## PUBLIC COMMENTS

No one appeared at this time.

## CONSENT

### 1. Consideration, discussion, and possible action on a Wastewater Easement for Las Entradas North Section 4.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve the consent agenda.

There was no further discussion.

**Motion to approve carried 6-0**

## REGULAR AGENDA

### 2. Consideration, discussion, and possible action on a Business Associate Agreement with HUB International Texas, Inc.

The city staff recommended that the City Council approve the Business Associate Agreement with HUB International Texas, Inc. and the Employee Welfare Benefit Plans of the City of Manor and authorize the City Manager to execute the agreement and oversee compliance with its terms.

HR Director Vasquez discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir to approve the Business Associate Agreement with HUB International Texas, Inc. and the Employee Welfare Benefit Plans of the City of Manor and authorize the City Manager to execute the agreement and oversee compliance with its terms.

There was no further discussion.

**Motion to approve carried 6-0**

### 3. Second and Final Reading: Consideration, discussion, and possible action on an ordinance Rezoning one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial. *Applicant: Foresite Owner: White Oak Development*

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 764 rezoning one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial with only the allowed conditions recommended by the P&Z Commission.

Interim Development Services Director Burrell discussed the proposed ordinance.

Ordinance No. 764: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From (A) Agricultural To (C-2) Medium Commercial; Making Findings of Fact; Providing a Severability Clause; an Effective Date; Open Meeting Clauses, and Providing For Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve the second and final reading of Ordinance No. 764 rezoning one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial with only the allowed conditions.

There was no further discussion.

**Motion to approve carried 6-0**

**4. Consideration, discussion, and possible action on a License Agreement for the Manor Crossing commercial subdivision.**

The city staff recommended that the City Council approve the License Agreement with 13100 FM 973, Inc. and Manor Crossing Property Owners Association for the Manor Crossing commercial subdivision and authorize the City Manager to execute the license agreement.

Interim Development Services Director Burrell discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve the License Agreement with 13100 FM 973, Inc. and Manor Crossing Property Owners Association for the Manor Crossing commercial subdivision and authorize the City Manager to execute the license agreement.

There was no further discussion.

**Motion to approve carried 6-0**

**5. Consideration, discussion, and possible action on an agreement to transfer approximately 15.4217 acres from Manville Water Supply Corporation's certificated water service area to the City of Manor's certificated service area.**

The city staff recommended that the City Council approve the agreement to transfer approximately 15.4217 acres from Manville Water Supply Corporation's certificated water service area to the City of Manor's certificated service area and authorize the City Manager to execute the agreement.

Interim Development Services Director Burrell discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the agreement to transfer approximately 15.4217 acres from Manville Water Supply Corporation's certificated water service area to the City of Manor's certificated service area and authorize the City Manager to execute the agreement.

There was no further discussion.

**Motion to approve carried 6-0**



**6. Consideration, discussion, and possible action on a resolution nominating a candidate for the Board of Directors of the Travis Central Appraisal District.**

The city staff recommended that the City Council approve Resolution No. 2024-29 nominating a council member for the Board of Directors of the Travis County Appraisal District and authorize the City Manager to submit a nomination ballot on behalf of the city.

Council Member Moreno volunteered to be considered for the TCAD board.

Resolution No. 2024-29: A Resolution of the City Council of the City of Manor, Texas Approving the City of Manor's Submission Nominating a Candidate for the Board of Directors of the Travis Central Appraisal District.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill to approve Resolution No. 2024-29 nominating Aaron Moreno for the Board of Directors of the Travis County Appraisal District and authorize the City Manager to submit a nomination ballot on behalf of the city and for city legal to draft the resolution.

There was no further discussion.

**Motion to approve carried 6-0**

**7. Consideration, discussion, and possible action on a Purchase Agreement for #7 Parts 1 & 2 - Grassdale at Manor, LLC.**

The city staff recommended that the City Council approve the purchase contract with Grassdale at Manor, LLC in an amount not to exceed \$13,587.

City Manager Moore discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve the purchase contract with Grassdale at Manor, LLC in an amount not to exceed \$13,587.

There was no further discussion.

**Motion to approve carried 6-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:35 p.m. on Wednesday, October 2, 2024, in accordance with the requirements of the Open Meetings Law.

## EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Hibbs Lane Parcel; Sections 551.071, 551.072 and 551.087 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate over the economic development of East Manor Development No.1.; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the proposed code of conduct policy; and Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding proposed amendments to and implementation of the City Council Rules of Procedure* at 7:35 p.m. on Wednesday, October 2, 2024.

The Executive Session was adjourned at 10:40 p.m. on Wednesday, October 2, 2024.

## OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 10:40 p.m. on Wednesday, October 2, 2024.

### **8. Consideration, discussion, and possible action on a resolution adopting a code of conduct policy addressing disruptive behavior in City-owned facilities and on City-owned property.**

The city staff recommended that the City Council approve Resolution No. 2024-30 adopting a code of conduct policy addressing disruptive behavior in city-owned facilities and on City-owned property and authorizing the City Manager to implement the policy.

Assistant City Attorney Rivera discussed the revised resolution to include harassment and hate speech under the Definitions of the policy and the change from two years to three years under the duration guidelines as discussed in the executive session.

Resolution No. 2024-30: A Resolution of the City Council of the City of Manor, Texas, Delegating Authority as the Property Owner of City Buildings and Facilities to the City Manager and his Designees; Authorizing the City Manager and his Designees to Enact and Enforce a Trespass Policy to Exclude Trespassers at all City Buildings and Facilities; and Establishing an Effective Date.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to approve Resolution No. 2024-30 adopting a code of conduct policy addressing disruptive behavior and adding the harassment and hate speech under definitions in city-owned facilities and on City-owned property change the banned years from two to three years and to authorize the City Manager to implement the policy.

There was no further discussion.

**Motion to approve carried 6-0**

**9. Consideration, discussion, and possible action on an ordinance regarding proposed amendments to the City Council Rules of Procedures.**

The city staff recommended that the City Council provide staff direction in amending the City Council Rules of Procedures.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to bring back the item with a redline version to the November 20, 2024, City Council Meeting.

There was no further discussion.

**Motion to approve carried 6-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 10:45 p.m. on Wednesday, October 2, 2024.

The Manor City Council approved these minutes on October 16, 2024.

**APPROVED:**

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Dr. Christopher Harvey  
Mayor

**ATTEST:**

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Lluvia T. Almaraz, TRMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the 2024 Fourth Quarter City Council Committee Reports.

### BACKGROUND/SUMMARY:

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

- 2024 Fourth Quarter City Council Committee Reports.

### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the 2024 Fourth Quarter City Council Committee Reports.

# Manor City Council 4<sup>th</sup> Quarterly Report

Committee: Parks Committee

Starting Date: July 1, 2024

Ending Date: September 30, 2024

## Committee Members:

Councilmembers Sonia Wallace & Aaron Moreno. Matt Woodard public works director, Lance Zeplin street/park superintendent, Yalondra Santana, heritage and tourism manager.

## Accomplishments

Gandolf Burrus with Grant Development Services updated us on the Timmermann Park grant. It was discovered that parts of Timmermann Park were in a floodplain and was owned by the Army Corps of Engineers. We presented to the council the appreciation plaque for the Jennie Lane Veterans Memorial Park. We have also worked with Yalondra Santana and legal on updating the parks fee which shall be presented to the council.

## Challenges

Needing to determine the placement of the plaque at Jennie Lane. Work on bringing back a red line for the park's fee and continue to work on Timmermann Park amenities.

## Needs

## Next Quarter Goals:

We will bring back a solid plan/road map to Timmermann Park that is both obtainable and economically feasible.

# Manor City Council 4th Quarterly Report

Committee:	Health Committee	
Starting Date:	July 1, 2024	Ending Date: September 30, 2024

**Committee Members:**

Anne Weir & Aaron Moreno

**Accomplishments**

The health committee achieved significant milestones this quarter. We met with Travis County Health and Human Services to discuss how they can better assist the city with our health needs. They shared valuable information and resources, and we established plans for ongoing collaboration. Additionally, we met with the Manor Wellness Alliance, who provided updates on their initiatives and progress in the community. These meetings have strengthened our partnerships and will enhance our collective efforts to improve health outcomes

**Challenges**

As we look to the next quarter, we face several challenges. One key issue is the need for effective communication and coordination between the city and our health partners, particularly in implementing the resources shared by Travis County Health and Human Services. Additionally, we need to address gaps in community engagement to ensure that all residents are aware of and can access available health services.

**Needs**

Continued discussion updates with the BMHC on our survey.

**Next Quarter Goals:**

Collect data from the survey and the next plan of action.

# Manor City Council 4<sup>th</sup> Quarterly Report

Committee:	Public Safety Committee	
Starting Date:	July 1, 2024	Ending Date: September 30, 2024

Committee Members: Mayor Pro Tem Emily Hill- Chairperson, Mayor Christopher Harvey, Councilwoman Sonia Wallace.  
 City Manager Scott Moore, Chief of Police Ryan Phipps, Assistant Chief of Police Denver Collin's, Executive Assistant Robert Acosta

This meeting was called to session by Mayor Pro Tem Hill (Chairperson)@12:02pm.

### Accomplishments

Animal control and partnering up with surrounding agencies for intake. New hires and the need for additional officers. K-9 unit at MPD. Community outreach and its first community neighborhood deployment. Crime trends, Flock cameras and vehicles located/recovered with their help. Manor PD Headquarters facilities ongoing repairs. Options were discussed in order to prevent further employee incidents.

### Challenges

Challenging the options of how to fix Manor PD and how the department is affected and how to go about finding space to relocate/or fix the building.

### Needs

Speed assessment to be done in Hamilton Point, Manor PD building issues

### Next Quarter Goals:

To have enough information and plans to present to council



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the September 2024 City Council Monthly Reports.

### BACKGROUND/SUMMARY:

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

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- September 2024 City Council Monthly Reports

### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the September 2024 City Council Monthly Reports.



# Manor City Council Monthly Report

Name: Dr. Christopher Harvey Place/Position Mayor

Start Date: September 1, 2024 End Date: September 30, 2024

Tier	Meeting Criteria and Compensation Guidelines
<b>I</b>	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
<b>II</b>	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
<b>III</b>	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
<b>IV</b>	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

## TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

### City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Meeting	4,18	Regular council business
Special Called	26	Discuss budget and ordinance regarding facility and park rentals.

### Other Meetings

Type	Date	Description
Manor Housing Public Facilities Corporation	18	Discussed tower road project and approved next steps
Manor Opportunity	5	Meeting with potential investors
Mayor Guest Speaker at Concordia University	10	Talk to graduate students about the important of working with local government
Mayor Speaker at PMES	13	Talk to students about what the Mayor and how to become a Mayor.
Ground breaking for Church	25	Invited to say words to a bilingual church moving into Manor near post office

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

## TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

### Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Community Collaborative	Y	25		New members from shadowglen
Public Safety	N			
Emergency Management	Y			
Economic Development	Y	12		Update on current projects and road improvements

### Other

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.
- \* Quarterly Committee Reports Due October, January, April, July

## TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

### State/County Meetings

Type of Meeting	Date	Description
Senator Eckhardt	10	Senator request an update on roadway and business partnerships needs

### Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

### Other

Type	Date	Description
Public meeting at Starbucks	7	About the work we've done the last 3 years
Mile w/Mayor	14	Exercise and talk about the city of Manor

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

## TIER 4

Tier	Meeting Criteria and Compensation Guidelines
<b>IV</b>	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

### Regional Meetings

Group Name	Date	Description
Austin Health Council	19	Meeting with experts on third party FDA drug testing and in the impact on community health

### Other

Type of Meeting	Date	Description

- Please submit any backup material for Tier 4 that supports your community involvement and attendance.

# Manor City Council Monthly Report

Name: Emily Hill Place/Position Mayor Pro Tem

Start Date: September 1, 2024 End Date: September 30, 2024

Tier	Meeting Criteria and Compensation Guidelines
<b>I</b>	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
<b>II</b>	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
<b>III</b>	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
<b>IV</b>	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

# TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Meeting	9/4/2024	Agenda packet on city's website
City Council Meeting	9/18/2024	Agenda packet on city's website
City Council Special Session	9/26/2024	Agenda packet on city's website

## Other Meetings

Type of Meeting	Date	Description

## Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

## TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

### Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

### Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

\* Quarterly Committee Reports Due October, January, April, July



## TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

### State/County Meetings

Type of Meeting	Date	Description

### Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

### Other

Type	Date	Description

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

## TIER 4

Tier	Meeting Criteria and Compensation Guidelines
<b>IV</b>	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

### Regional Meetings

Group Name	Date	Description

### Other

Type of Meeting	Date	Description

- Please submit any backup material for Tier 4 that supports your community involvement and attendance.

# Manor City Council Monthly Report

Name: Anne Weir Place/Position Manor City Council P1.2

Start Date: September 1, 2024 End Date: September 30, 2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
III	*Request budget funding as necessary Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
IV	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

# TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Regular Meeting	Sept. 4, 2024	ALL MATTERS REGARDING THE CITY
City Council Regular Meeting	SEPT. 18, 2024	ALL MATTERS REGARDING THE CITY

## Other Meetings

Type of Meeting	Date	Description
Manor Housing Public Facility Corp.	Sept 18, 2024	Considerations, discussions and possible action needed regarding the Manor Housing Public Facility
Called Special Session Budget & TAX Meeting	Sept. 26 2024	Budget, TAX & Fee Ordinances Discussed for the upcoming year

## Other

Type	Date	Description
Movie Night Out @ the Park	Sept 6 2024	Community viewing of DC League of Super Pets @ Timmerman PARK

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

## TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

### Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Health Committee	YES	Sept. 30, 2024	Sept. 30 2024	Discuss Meeting w/ Manor Wellness Alliance on events planned for the City of Manor Preventive Health Opportunities for the community.

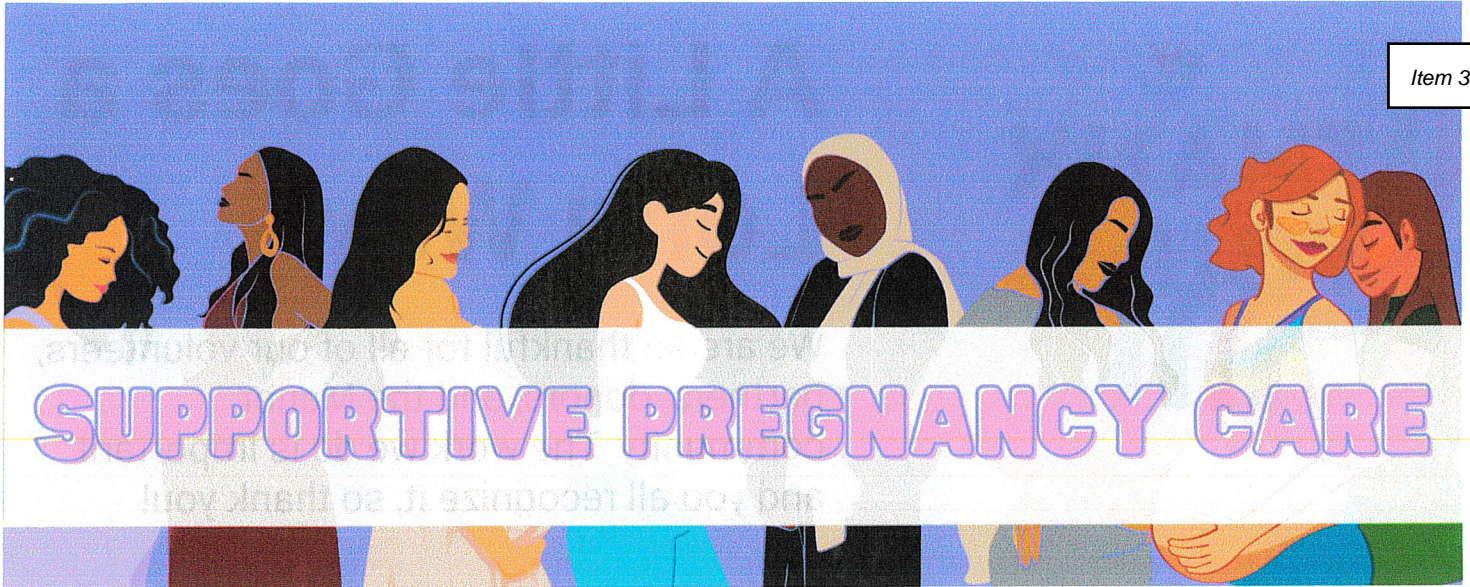
Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

### Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

\* Quarterly Committee Reports Due October, January, April, July



The SPC project is underway and we are preparing for a recruiting overhaul throughout the Manor community. If you are interested in volunteering with SPC, please email Jade Deras at [jade.d.deras@gmail.com](mailto:jade.d.deras@gmail.com) for more information. Also, we are now part of the Travis County Perinatal Coalition. This coalition serves as a means to connect small groups together in order to work smarter, not harder.

# Wellness Workshop Series

RELAX YOUR MIND AND BODY WITH OUR

## Yoga for Every Body

WORKSHOP SERIES PART II

BEGINNERS ARE WELCOME!

CLASSES OFFERED DAILY  
SUNDAY-FRIDAY  
SEPTEMBER 3RD  
SEPTEMBER 12TH

DONATION BASED PRICING

TO SIGN UP:

THIS IS A VIRTUAL WORKSHOP. CLASSES ARE HELD ONLINE IN REAL-TIME.

September 3rd -  
September 12th

## DANCE WORKSHOP

Details Coming Soon

October TBD

## Holiday BAKING

COMING THIS FALL

November TBD



# A Little Goes Item 3. Long Way

We are so thankful for all of our volunteers, partners, donors, and the Manor community. The work we do is important and you all recognize it, so thank you!

Make your impact go further by becoming a [donor](#), today!

## Contact:

### General Questions:

Jade Deras at [jade.d.deras@gmail.com](mailto:jade.d.deras@gmail.com) or [manorwellnessalliance@gmail.com](mailto:manorwellnessalliance@gmail.com)

# Upcoming

Item 3.

## MANOR FREE CLINIC

**1ST SATURDAY OF EVERY MONTH**


**Free doctor visit and social services - **AT NO COST** - for those without health insurance.**

*Only accepting walk-ins!*

**SATURDAY**  
**September**  
**7th**  
**10:00am-4:00pm**

**Donate to our cause!**



  
**10516 Old Hwy 20**  
**Building 4 and 5**  
**Manor, Texas 78653**

### Future Clinic Dates

Saturday, October 5th  
Saturday, November 2nd  
Saturday, December 7th



**Sign-up to receive emails about future clinic dates and volunteer opportunities!**



**Manor Free Clinic is a project of the Manor Wellness Alliance.**





## New MWA Website

Check us out! Our [website](#) is live, so show us off and tell the world about the great work we do. New additions include: information about our projects, access to volunteer sign-up forms, a patient payment portal for labs, AND AN EMBEDDED [DONATION](#) PAGE! We are also working on adding sign-up links for our wellness workshops.

We welcome your feedback, so please let us know if you have suggestions or comments. We want to be as user friendly as possible.

## Expanding Our Reach

We now offer Jeenie interpretation services. Manor Free Clinic has gone multilingual. How multilingual? Over 300 different languages, including ASL. Woohoo!



# Manor City Council Monthly Report

Name   **Maria Amezcua**   Place/Position   **Place 3**  

Start Date:   **September 1st, 2024**   End Date:   **September 30th, 2024**  

Tier	Meeting Criteria and Compensation Guidelines
<b>I</b>	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
<b>II</b>	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
<b>III</b>	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
<b>IV</b>	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

# TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Dates	Notes
Regular Scheduled City Council Meetings	09/04/2024 9/18/2024	Regular Scheduled Meeting Regular Scheduled Meeting
Special Called Council Meetings	09/26/2024	Special Called Meeting
Public Finance Corporation (PFC)		
Tax Increment Reinvestment Zone (TIRZ)		
Public Improvement District (PID)		

City Council Called Special Session	9/26/2024	7:00 PM
City Council Regular Meeting	9/18/2024	7:00 PM
City Council Regular Meeting	9/4/2024	7:00 PM

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

## TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

### State/County Meetings

Type of Meeting	Date	Description

### Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:	09/25/2024	Board Meeting
ESD:		
EMS:		
Other:		

**PRESIDENTIAL GLEN OWNERS ASSOCIATION, INC.**

PLEASE TAKE NOTICE, the Board of Directors for Presidential Glen Master Community, Inc. will hold a meeting on Wednesday, September 25, 2024, beginning at 5 pm, via teleconference. Teleconference information is included below.

**AGENDA**

1. Call to Order, Establishment of Quorum
2. Approval of Meeting Minutes – 2.16.24
3. Manager's Report:
  - a. Financial Report
4. Officers Reports
5. Committee Reports
6. Unfinished Business
  - a. Pool Shade Structure – Proposals
7. New Business
  - a. Committee – Volunteers Needed
  - b. Appointment of Social Committee Volunteers
  - c. Pool – ADA Chair
  - d. Tree Replacement at Park
  - e. Tree Removal at Entrance
  - f. Review/Approval – Budget FY25
  - g. Audit Engagement Letter
  - h. Reserve Study Proposals
  - i. HOAi
8. Resident Open Forum
9. Executive Session:
  - a. Accounts Receivable Review
  - b. Turnover of delinquent accounts to legal
10. Ratification of decisions from Executive Session
11. Adjournment

# Manor City Council Monthly Report

Name: Sonia Wallace Place/Position Council Member 4

Start Date: September 01, 2024 End Date: September 30, 2024

Tier	Meeting Criteria and Compensation Guidelines
<b>I</b>	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
<b>II</b>	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
<b>III</b>	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
<b>IV</b>	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

# TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council Meeting	09/04/24 09/18/24	
Special Session	09/26/24	
MHPFC	09/18/24	

## Other Meetings

Type of Meeting	Date	Description
Chamber of Commerce	09/12/24	Luncheon
Keep Manor Beautiful	09/14/24	Wildflower Seed Spread Event

## Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

# Manor City Council Monthly Report

Name: Aaron Moreno Place/Position Council member Place 5

Start Date: 09/01/24 End Date: 09/30/24

Tier	Meeting Criteria and Compensation Guidelines
<b>I</b>	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
<b>II</b>	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
<b>III</b>	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
<b>IV</b>	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement



# TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council council regular meeting	09/04/24	Attended the city council regular meeting
City council regular meeting	09/18/24	Attended the city council regular meeting
Manor PFC meeting	09/18/24	Attended the PFC meeting right before council meeting.

## Other Meetings

Type of Meeting	Date	Description

## Other

Type	Date	Description

## TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

### Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Health Committee Meeting	No	9/30/24		Met with the health committee to discuss Manor Wellness Alliance and the updates from their board.

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

### Other

Type	Date	Description
Keep Manor Beautiful	9/14/24	Attended the Keep Manor Beautiful Wildflower seed spread event in downtown (old) Manor.

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

\* Quarterly Committee Reports Due October, January, April, July

# TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

## State/County Meetings

Type of Meeting	Date	Description

## Community Meetings (minimum of 2)

Individual/Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

## Other

Type	Date	Description
Manor Youth Advisory Commission open House	09/28/24	Attended/hosted the Manor YAC open house. Provided information to teachers and youth about the Youth advisory commission and answered any questions.

# Manor City Council Monthly Report

Name: Deja Hill Place/Position Place 6

Start Date: 9/1/2024 End Date: 9/30/24

Tier	Meeting Criteria and Compensation Guidelines
<b>I</b>	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
<b>II</b>	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
<b>III</b>	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
<b>IV</b>	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

# TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Meeting	4 <sup>th</sup> & 18 <sup>th</sup>	Regular council meetings,
Special Session	26 <sup>th</sup>	Budget and Tax Workshop
PFC Meeting	18 <sup>th</sup>	Public Facility Meeting about updates on the progress of the development

## Other Meetings

Type of Meeting	Date	Description

## Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

## TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

### Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Capital Improvement Committee	Yes	12 <sup>th</sup>	n/a	Update on projects completed and planned projects
Capital Improvement Committee	Yes	28 <sup>th</sup>	n/a	Update on projects completed, WWTP, planned projects and funding sources

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

### Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

\* Quarterly Committee Reports Due October, January, April, July



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the September 2024 Departmental Reports.

### BACKGROUND/SUMMARY:

- Finance – Belen Peña, Finance Director
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Chris McKenzie, Interim Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Michael Burrell, Interim Development Services Director
- Community Development – Yalondra Valderrama Santana, Heritage & Tourism Manager
- Municipal Court – Sofi Duran, Court Administrator
- Public Works – Matt Woodard, Director of Public Works
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

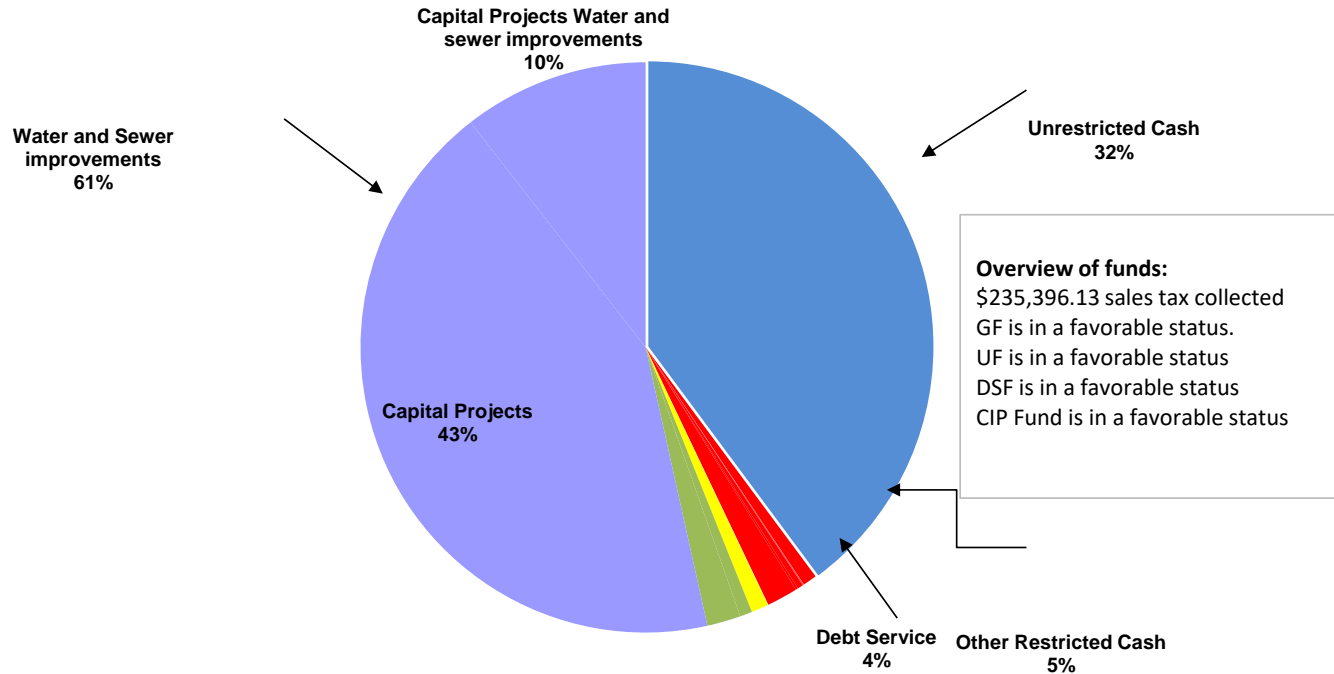
- September 2024 Department Monthly Reports

### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the September 2024 Departmental Reports.

**CITY OF MANOR, TEXAS**  
**CASH AND INVESTMENTS**  
 As Of September 2024

<b>CASH AND INVESTMENTS</b>	<b>GENERAL FUND</b>	<b>UTILITY FUND</b>	<b>DEBT SERVICE FUND</b>	<b>SPECIAL REVENUE FUNDS</b>	<b>CAPITAL PROJECTS FUND</b>	<b>TOTAL</b>
Unrestricted:						
<b>Cash for operations</b>	24,203,227	14,299,174				38,502,400
Restricted:						
<b>Tourism</b>				769,368		769,368
<b>Court security and technology</b>	71,984					71,984
<b>Rose Hill PID</b>				312,495		312,495
<b>Manor Heights TIRZ</b>				128,539		128,539
<b>Lagos PID</b>				1,702,340		1,702,340
<b>Entrada Glen PID</b>				28,075		28,075
<b>Customer Deposits</b>		933,417				933,417
<b>Park</b>	672,549					672,549
<b>Debt service</b>			1,843,160			1,843,160
<b>Capital Projects</b>					41,516,035	41,516,035
<b>Water and sewer improvements</b>				10,170,967		10,170,967
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 24,947,760</b>	<b>\$ 15,232,591</b>	<b>\$ 1,843,160</b>	<b>\$ 13,111,784</b>	<b>\$ 41,516,035</b>	<b>\$ 96,651,329</b>







# Manor Police Department

## Monthly Report September 2024



# Manor Police Department By The Numbers

	<b>1822</b> Number of calls for service	<b>61</b> Average calls per day
	<b>Total Training Hours</b>	<b>580</b>
	<b>Mental Health Calls</b>	<b>18</b>
	<b>Juvenile Detentions</b>	<b>0</b>

\* Includes academy training hours

# Interactions



6

Community Events

0

Hosted Events

6

External Events



0:03:59

Average response time



2.5

The average number of people an officer interacts with per call.

1.67

The average number of people an officer interacts with per stop.



4,555

The estimated number people officers interact with on calls alone.

1,481

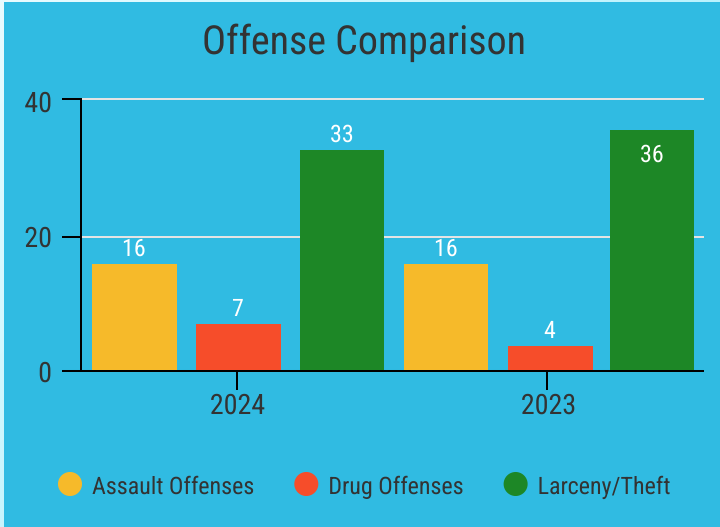
The estimated number people officers interact with on stops alone.

6,036

The estimated number people officers interact with total.

# Criminal Offenses

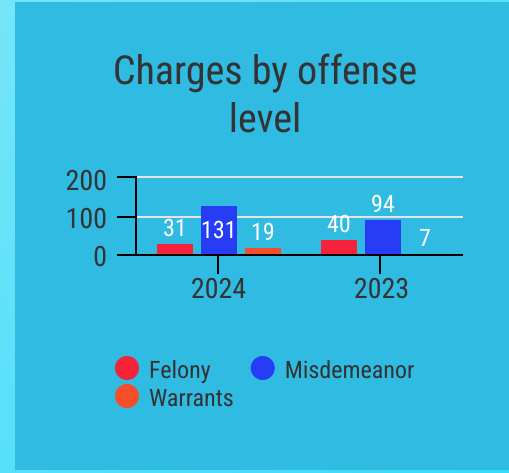
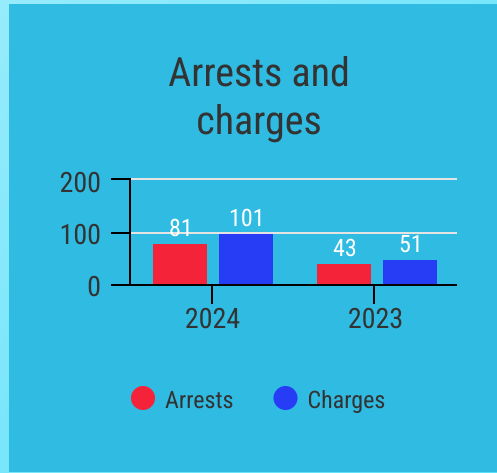
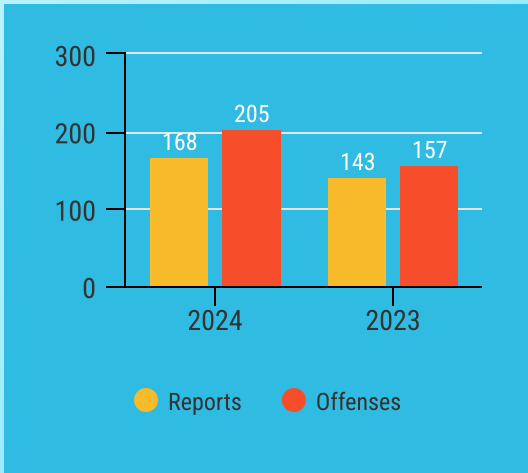
## National Incident Based Reporting System



Offense Group	2024	2023
Group A	73	102
Group B	93	64

Crime Type	2024	2023
Persons	17	15
Property	46	38
Fraud	0	4
Crimes against Children	3	4
Other	139	96

## Incident Reports, Total Offenses, and Arrests



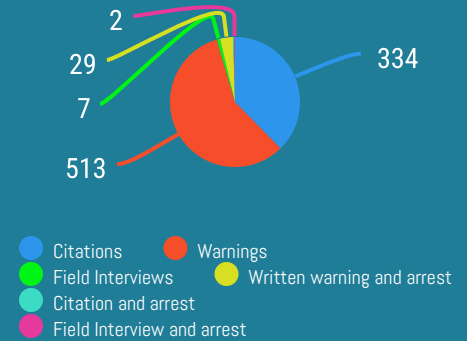
\*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.  
 Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses, and all other offenses, where only arrest data is collected.

# Traffic Enforcement Analysis



887

Total traffic stops conducted



32

Traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. 3.8% of all stops resulted in an arrest



68 searches out of 887 stops

Officers conducted a search of the vehicle based on consent, contraband in plain view, incident to arrest, inventory, or probable cause. 7.67% of all stops resulted in a search

**CONTRABAND**

29

Contraband, such as alcohol and drugs, was discovered as a result of the stop. 43% of searches produced contraband

# STEP - Selective Traffic Enforcement Program



**44**  
**Total traffic stops  
conducted during STEP**

Texas has lost at least one person every day on Texas roads since Nov. 7, 2000. Officers concentrate traffic enforcement in selected areas where a high number of collisions occur. Enforcement activity targets specific violations to include speeding, seatbelts, intersection, distracted driving, DWIs, and CMV.



**36**  
**Citations**  
**37**  
**Warnings**  
**2**  
**Arrests**

Enforcement activity is designed to reduce the number of collisions on Texas roadways by gain voluntary compliance to traffic safety laws.



**22.25**

**Total Hours  
Worked**



**\$685.07**

**TxDOT  
Reimbursement**

# Traffic Enforcement Analysis



**Crashes & DWI**

**Responded to  
70**

**2  
Involving Alcohol  
or Drugs**

**33  
DWI  
Arrests**

## DWI Arrests by the numbers\*



### Manor Police Department DWI Profile - September 2024

Sunday 5	Monday 2	Tuesday 6	Wednesday 1	Thursday 2	Friday 7	Saturday 10																																								
<b>Total Cases</b> 33		<b>Reason for Contact</b>																																												
Average BAC: 0.141		<table border="1"> <tr><td>Hispanic</td><td>25</td></tr> <tr><td>White</td><td>3</td></tr> <tr><td>Black</td><td>3</td></tr> <tr><td>Asian</td><td>1</td></tr> <tr><td>Am Indian</td><td>1</td></tr> </table>		Hispanic	25	White	3	Black	3	Asian	1	Am Indian	1	<table border="1"> <tr><td>12 AM</td><td>3</td></tr> <tr><td>1 AM</td><td>4</td></tr> <tr><td>2 AM</td><td>5</td></tr> <tr><td>3 AM</td><td>6</td></tr> <tr><td>5 PM</td><td>2</td></tr> <tr><td>6 PM</td><td>3</td></tr> <tr><td>7 PM</td><td>2</td></tr> <tr><td>8 PM</td><td>1</td></tr> <tr><td>9 PM</td><td>1</td></tr> <tr><td>10 PM</td><td>2</td></tr> <tr><td>11 PM</td><td>4</td></tr> </table>			12 AM	3	1 AM	4	2 AM	5	3 AM	6	5 PM	2	6 PM	3	7 PM	2	8 PM	1	9 PM	1	10 PM	2	11 PM	4								
Hispanic	25																																													
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# Travis County Emergency Services District No.12

Item 4.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

## Operational/Prevention Summary – September 2024

### Calls - Month

2024 - 471 (+1.4%)

2023 - 432 (+4.9%)

2022 - 418

### Calls by Unit

Eng1201 - 192

Eng1202 - 109

Bat1201 - 46

SQ1203 - 189

SQ1205 - 88

SQ1201 - 0

Trk1203 - 57

FMO1201 - 6,

167 call reviews

### Calls - CYTD

2024 - 3847 (+2.2%)

2023 - 3734 (+4.2%)

2022 - 3585

### AVG Response Time - Month

8 min, 51 sec

### AVG Response Time - CYTD

9 min, 22 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	6	4	39	25
Bastrop Co. ESDs	0	1	0	4
BT1/ESD 13	0	0	0	1
Elgin VFD	0	0	0	1
TC ESD 2	8	6	42	85
TC ESD 11	4	1	25	3
TC ESD 10/9/6/3	0	0	2	0
WILCO Dept's	0	0	0	1
-----	-----	-----	-----	-----
<b>TOTAL</b>	<b>18</b>	<b>12</b>	<b>108</b>	<b>120</b>

### Incident by Type

100 Fire.....	89	200 Rupture/Explosion...	0	300 EMS/Rescue	324
400 Hazardous Condition.	3	500 Service Call.....	31	600 Good Intent.	9
700 False Calls.....	15	900 Other.....	0	800 Nat. Disaster	0

### Training and Events

- Quarterly Drill - Consumption Drill
- Introduction to C4
- Fire Rescue Academy online classes
- District Safety Committee Meeting (ISD)
- Next Level Community Church PR
- COM Events Meeting
- NFPA Physical blood draws

### Awards and Recognition

- FF. Bogard 1yr.
- FF. Higginbotham 1yr.
- FE. Michaelsen Badge Pinning
- Stork Award FL. Gatica, FE. Bearss, and FF. Higginbotham





# Travis County Emergency Services District No.12

Item 4.

## Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

## Operational/Prevention Summary – September 2024

### Prevention Division Activities (ESD/CoM)

Builder   Developer Mtgs.....2 (0/2)	Site Visits.....75
Reviews.....54 (32/22)	Initial Inspections .....67 (42/25)
Under Review.....31 (18/13)	Reinspection.....5 (3/2)
Re-submittals.....19 (12/7)	Residential Inspections.....0 (0/0)
Approvals / Permits Issued.....34 (21/13)	Investigation Responses.....2 (1/1)
Awaiting Response from Applicant.....12 (6/6)	Hydrant Inspections/Tests.....4 (3/1)
Review Turn-Around (AVG last 30 days) 9 days	

###



# MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: October 16, 2024

RE: **September 14 to October 13 Economic Development Department Activity**

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- 2 CivicPlus website design meetings; Placer AI presentation
- Showed manufacturing space and land to China Stone's CEO and staff
- Manor Water Alternatives meeting w/consultant Pape-Dawson
- Met w/Ginsel Tract Developer Shenandoah Development Group twice, 2 virtual calls;
- Call w/ Dory West re: her acreage on Hibbs Ln.; call w/Danny Alba re: 22 ac for sale on Hibbs Ln.
- Discussions w/GBA on Glenwood Springs water feasibility
- Manor Downs virtual call for update on annexation
- 236 ac floodplain analysis meeting w/WSP re: property reclamation
- Attended TACVB Regional Workshop in Early, TX
- Kickoff transition meeting w/Frontier Waste at City Hall; virtual meeting on 8 ac collection site acquisition
- Met Davis Investments re: 109 Lexington project progress/380 Agreement
- Attended Candidates' Forum @ Manor New Tech Middle School
- BuildBlock DA/380 Agreement meeting with staff & legal
- Met Kitchell project managers discussing future city BTS projects
- Unparalleled Prep School site search w/ Adam Green of Stream; 2 big box retailers negotiating Greenview land with Pat Sauer; Danny's BBQ seeking site for food truck (Dwyer RE); discussed Buc-ee's site search with Richard Golden, SVPRE
- TML Houston Conference
- Catalyst review of Downtown Plan; Industrial TIRZ land planning
- Met with Hunden Partners in Executive Session to review preliminary presentation on 236 acre Feasibility Study with Council; provided comments
- Attended 2 Regular Council Meetings, Manor PFC Meeting, 3 City Staff Meetings.

**DEVELOPMENT SERVICES DEPARTMENT REPORT  
PROJECT VALUATION AND FEE REPORT  
September 1-30, 2024**

Description	Projects	Valuation	Fees	Detail
<b>Commercial / Education</b>				
Certificate of Occupancy (C)	1	\$0.00	\$193.00	Dance Manor Studio
Electrical (C)	2	\$4,000.00	\$623.00	
Irrigation (C)	1	\$40,000.00	\$6,015.00	
New (C)	1	\$937,241.04	\$52,232.90	UFCU
Remodel/Repair (C)	1	\$15,000.00	\$310.00	
Right of Way (C)	1	\$0.00	\$0.00	
Sign (C)	2	\$21,215.85	\$409.80	
Temporary Sign (C)	3	\$0.00	\$114.00	
<b>Totals</b>	<b>12</b>	<b>\$1,017,456.89</b>	<b>\$59,897.70</b>	
<b>Residential</b>				
Accessory (R)	1	\$8,000.00	\$138.00	
Demolition (R)	1	\$20,000.00	\$123.00	
Electrical (R)	5	\$72,200.00	\$690.00	
Foundation Repair (R)	5	\$33,970.00	\$615.00	
Irrigation (R)	46	\$89,600.00	\$6,348.00	
Mechanical-HVAC (R)	2	\$22,845.70	\$276.00	
New (R)	52	\$17,955,748.05	\$522,927.85	
Plumbing (R)	5	\$14,650.00	\$765.00	
Swimming Pool/Spa (R)	1	\$40,000.00	\$413.00	
<b>Totals</b>	<b>118</b>	<b>\$18,257,013.75</b>	<b>\$532,295.85</b>	
<b>Grand Totals</b>	<b>130</b>	<b>\$19,274,470.64</b>	<b>\$592,193.55</b>	

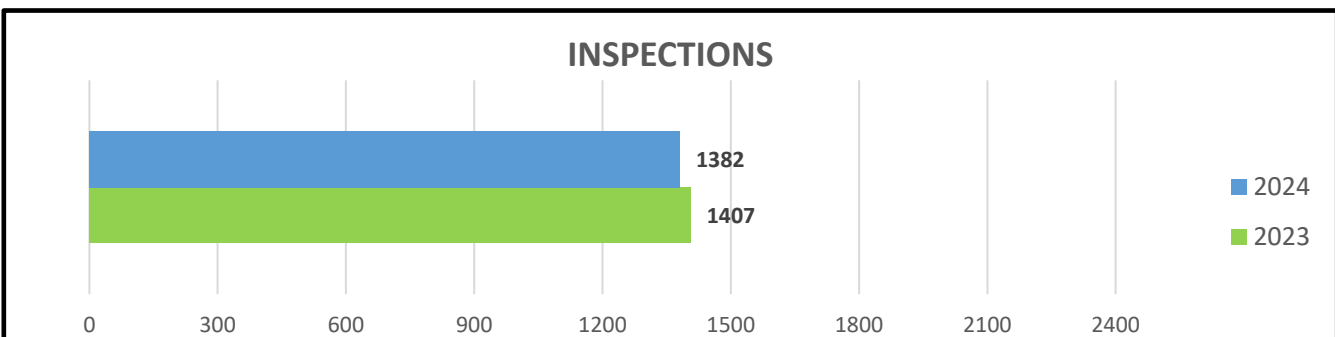
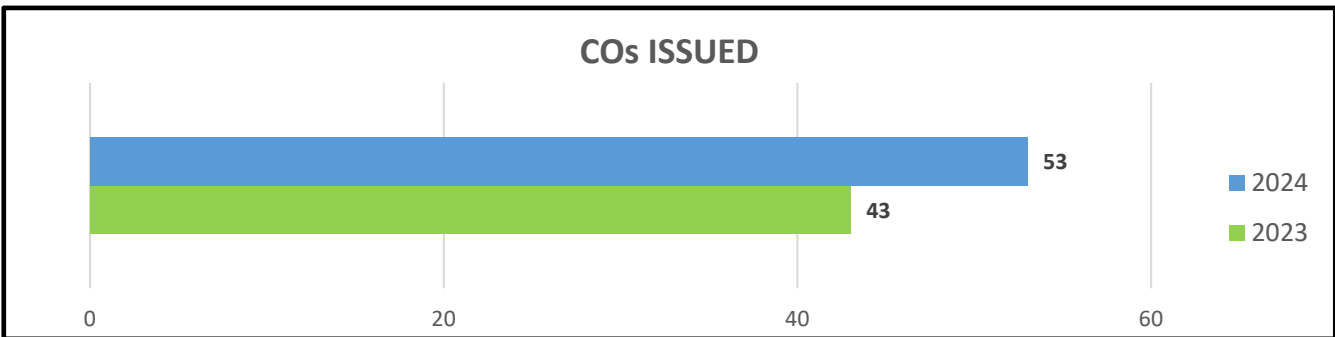
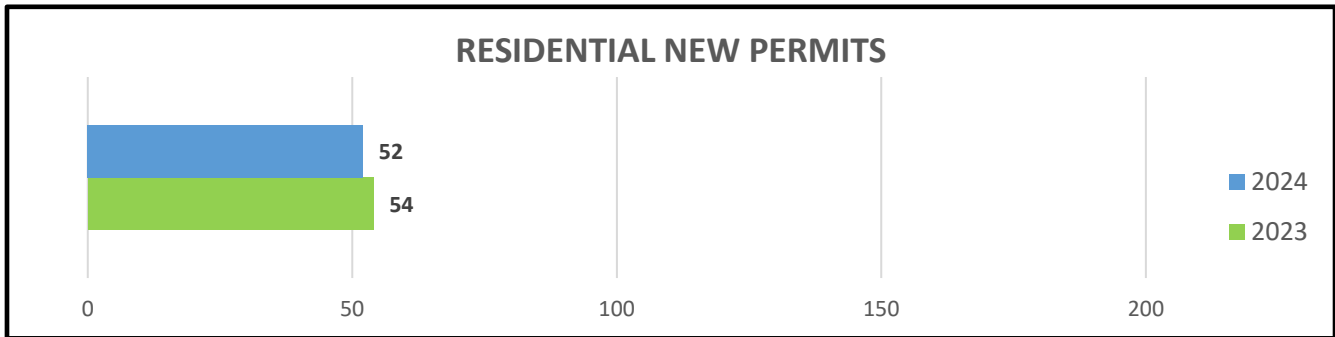
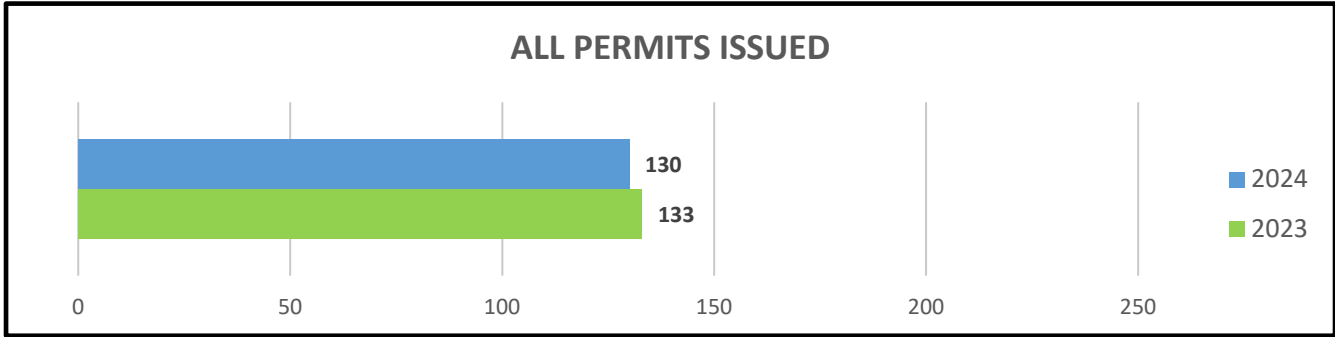
Total Certificate of Occupancies Issued: 53  
 Total Inspections(Comm & Res): 1,382  
 Michael Burrell, Development Services Interim Director





# September 2024

DEPARTMENT OF DEVELOPMENT SERVICES  
MICHAEL BURRELL, INTERIM DIRECTOR



\*Charts displayed at different scales



**People. Principles.  
Purpose. Partnerships.**

# MEMO

To: Mayor and City Council Members  
From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager  
Date: October 16, 2024  
RE: **Community Development Department September Report**

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## SEPTEMBER EVENTS

### Movie Night Out – Coordinated Event

Friday, September 6<sup>th</sup> – Seating started at 7:30pm and movie at dusk  
Timmermann Park, 12616 Skimmer Run, Manor, TX  
Movie Shown: DC League Super-Pets  
Approximate Attendees = 30  
Sponsors:

- Forsythe Brothers sponsored Popcorn
- RBFCU sponsored the movie

## COMMUNITY EVENTS

### Keep Manor Beautiful Wildflower Spreading Event

POC: Scott Dunlop  
Saturday, September 14<sup>th</sup>, from 9:00 AM to 12:00 PM  
Manor City Hall, 105 E. Eggleston St. Manor TX  
Number of Volunteers = 9

## UPCOMING EVENTS

### Veteran’s Day

Monday, November 11<sup>th</sup>, from 10 AM to 12 PM  
Location: Manor New Tech High School, 10323 US Highway 290 E, Manor, TX 78653  
*Description:* Veterans Day is a U.S. legal holiday dedicated to American veterans of all wars.

### Movie Night Out - FALL

Movie: INSIDE OUT 2  
Friday, November 15, 2024 – Movie starts @ Dusk  
Location: Timmermann Park, 12616 Skimmer Run, Manor TX  
*Description:* Movie Night Out is a FREE, family-friendly community event at Timmermann Park! Manor will be showing a family-friendly movie and giving out free popcorn.



**People. Principles.  
Purpose. Partnerships.**

# MEMO

## **Texas Arbor Day**

Saturday, November 16<sup>th</sup>, from TBD

Location: Timmermann Park, 12616 Skimmer Run, Manor TX

*Description:* Manor partners with the Texas A&M Forest Service to celebrate Texas Arbor Day. Arbor Day is a Texas holiday made to recognize and maintain the importance of trees. The city invites the community to plant trees and learn of the importance of trees by doing a tree planting demonstration.

## **COMMUNITY COLLABORATION**

- Central Texas Learning Festival Planning Meeting – September 12<sup>th</sup>
- Keep Manor Beautiful Meeting – September 16<sup>th</sup>
- Community Collaboration Board Meeting – September 25<sup>th</sup>

## **TRAINING, EDUCATION, SEMINARS, WORKSHOPS, WEBINARS, ETC.**

- Economic Development Symposium at San Marcos – September 4<sup>th</sup>
- MECA training – September 5<sup>th</sup>
- Annual Cybersecurity training – September 10<sup>th</sup>
- NRPA Leadership Development Network Webinar – September 11<sup>th</sup>
- MECA training – September 12<sup>th</sup>
- MECA Workshop and Graduation – September 18<sup>th</sup> to 20<sup>th</sup>
- 6 Principles for Preparing Your Organization and Team To Use AI Responsibly Webinar – September 24<sup>th</sup>
- MGO Connect Live 2024 Texas Conference – September 26<sup>th</sup>
- Manor’s Employee Benefit Fair – September 25<sup>th</sup>

## **COUNCIL MEETINGS**

- City Council Meeting – September 4<sup>th</sup>
- City Council Special Meeting – September 26<sup>th</sup>

## **OTHER MEETINGS**

- Staff weekly meetings
- Consultation with Big Dog – September 3<sup>rd</sup>
- Photos and Interviews with Adam Grumbo, photographer – September 4<sup>th</sup>
- Online Platforms & Fees meeting with Development Services – September 5<sup>th</sup>
- Meeting & tour with Opportunity Austin – September 9<sup>th</sup>
- Water/Sewer Public Information Campaign with Public Works – September 9<sup>th</sup>
- Mayor’s Ball food tasting with Gourmet Gals Catering – September 10<sup>th</sup>



# MEMO

**People. Principles.  
Purpose. Partnerships.**

- Consultation with Maria Vasquez from SiCoustics – September 11<sup>th</sup>
- Mayor’s Ball food tasting with Hank's Catering – September 11<sup>th</sup>
- Mayor’s Ball food tasting with Lily Grace Catering – September 12<sup>th</sup>
- Meeting with Courtney Wells from Manor New Tech M.S. – September 13<sup>th</sup>
- City Website design meeting with Allison Hill from CivicPlus – September 16<sup>th</sup>
- Camino Phase 2 Discovery Session with Clariti Software – September 16<sup>th</sup>
- Event team meeting – September 16<sup>th</sup>
- GovWell Demo for permit software for Development Services – September 17<sup>th</sup>
- Mayor’s Ball planning meeting – September 17<sup>th</sup>
- Mayor’s Ball planning meeting– September 20<sup>th</sup>
- Meeting with Ryan Hutchinson from MGO (myPermit) software – September 23<sup>rd</sup>
- Meeting with David from USG Pyrotechnics – September 23<sup>rd</sup>
- Meeting with Townsquare Media about the FY 24-25 Marketing Plan – September 24<sup>th</sup>
- Consultation with Placer.AI – September 27<sup>th</sup>
- City Website online payment method with Allison Hill from CivicPlus – September 27<sup>th</sup>

## COMMUNITY PROGRAMS AND ENGAGEMENT

- Manor Youth Advisory Commission
  - Recruitment Event
    - MYAC Open House  
September 28<sup>th</sup> from 10 AM to 12 PM  
City Council Chambers  
Number of attendees = 7
  - Continues push of the marketing recruitment campaign
  - Members = 9
 

▪ 8 <sup>th</sup> – 6	▪ 11 <sup>th</sup> – 0
▪ 9 <sup>th</sup> – 0	▪ 12 <sup>th</sup> – 0
▪ 10 <sup>th</sup> – 3	

## OTHER

- Create marketing materials and schedule weekly social media posts for the city
- Finalize the FY 24-25 City Events Schedule
- Weekly city website updates
- Managing and updating all city’s community engagement platforms
- Create content for the city’s multiple public engagement platforms
- Work with Development Services to review the permit software and other online platforms in updating and building content



**People. Principles.  
Purpose. Partnerships.**

# MEMO

Item 4.

- Coordinate, plan, and organize the following upcoming events:
  - Hispanic Heritage Month – September 5<sup>th</sup>-October 15<sup>th</sup>
  - Hispanic Heritage Celebration – October 5<sup>th</sup>
  - Veterans Day – November 11<sup>th</sup>
  - Fall Movie Night Out – November 15<sup>th</sup>
  - Texas Arbor Day – November 16<sup>th</sup>
  - Holiday in Manor – December 7<sup>th</sup>
  - Mayor’s Ball – December 12<sup>th</sup>
- Work with CivicPlus on creating and delivering the new City Website.
  - Submitted the 1<sup>st</sup> deliveries for the website build
- Daily duties as the Heritage & Tourism Manager

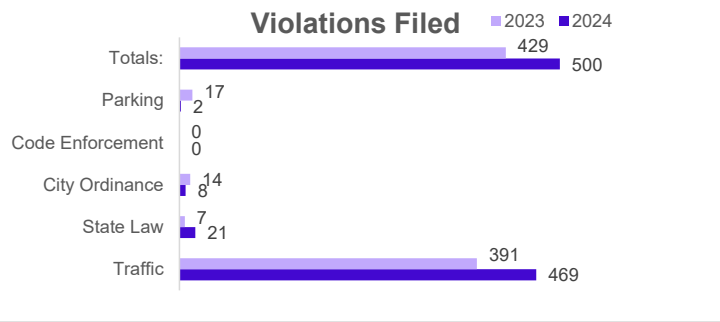




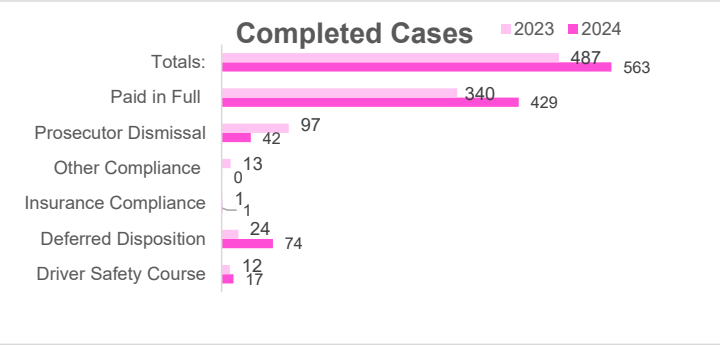
"Striving to provide efficient, fair, and impartial justice to all while providing a high level of integrity, professionalism, and customer service."

## SEPTEMBER 2024 Court Report

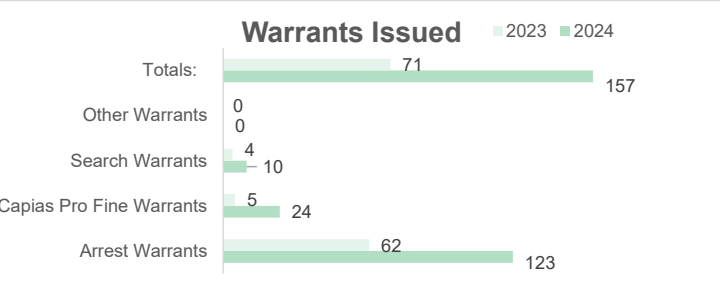
Violations Filed	2024	2023
Traffic	469	391
State Law	21	7
City Ordinance	8	14
Code Enforcement	0	0
Parking	2	17
<b>Totals:</b>	<b>500</b>	<b>429</b>



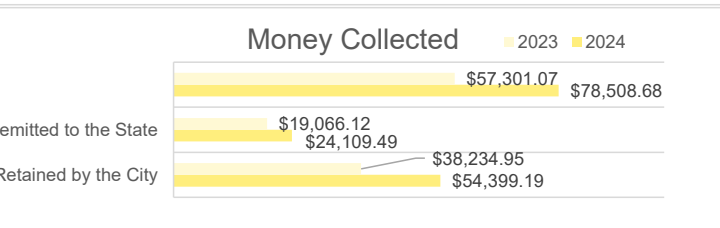
Completed Cases	2024	2023
Driver Safety Course	17	12
Deferred Disposition	74	24
Insurance Compliance	1	1
Other Compliance	0	13
Prosecutor Dismissal	42	97
Paid in Full	429	340
<b>Totals:</b>	<b>563</b>	<b>487</b>



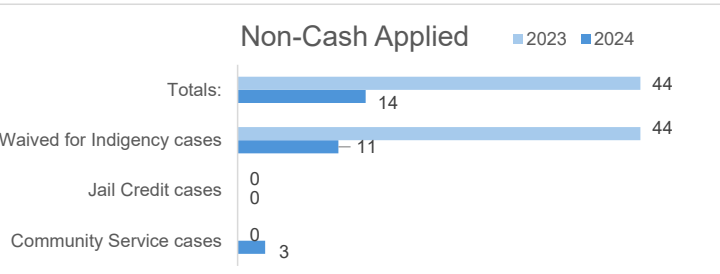
Warrants Issued	2024	2023
Arrest Warrants	123	62
Capias Pro Fine Warrants	24	5
Search Warrants	10	4
Other Warrants	0	0
<b>Totals:</b>	<b>157</b>	<b>71</b>



Money Collected	2024	2023
Retained by the City	\$54,399.19	\$38,234.95
Remitted to the State	\$24,109.49	\$19,066.12
<b>Totals:</b>	<b>\$78,508.68</b>	<b>\$57,301.07</b>



Non-Cash Applied	2024	2023
Community Service cases	3	0
Jail Credit cases	0	0
Waived for Indigency cases	11	44
<b>Totals:</b>	<b>14</b>	<b>44</b>





# MEMO

To: Mayor and City Council Members  
From: Matt Woodard, Director of Public Works  
Date: October 16, 2024  
**RE: September Monthly Report**

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## Public Works Department

### *Street and Public, Parks, and Maintenance Department*

In September, the Public Parks and Maintenance Department mowed all city facilities, alleys, and right of way. They cleaned and maintained all city facilities and parks. They performed all maintenance on city vehicles and heavy equipment, and the Street Department repaired streets, curbs, and signs.

### *Water and Wastewater Department*

In September, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters, and tested the water daily. The Wastewater Department performed daily maintenance on the wastewater plant.

City Operators installed 140ft of pipe for the new reuse station located off Llano St. Visted Beecave to observe the dewatering process for Wilbarger Wastewater Treatment Plant. Formal startup for Bell Farms and Presidential Glen lift stations. Staff completed cybersecurity training for our IT department. Tyler Zeplin, Wastewater Operator, received his D Wastewater Operator License.

### *Water Production & Purchase*

In September, 29 % of the water we supplied to our residents was from our wells, and we purchased 71 % from EPCOR and Manville WSC.

### *Population*

City of Manor- 24,041

Shadowglen- 7,108

CITY OF MANOR  
CAPITAL PROJECT STATUS REPORT  
PUBLIC WORKS DEPARTMENT  
September 25th, 2024

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12” gravity wastewater main  The contractor is Guerra Underground, LLC	Met with the contractor and the City wants them to finish paving work on Bastrop and no additional change orders will be issued.	99%
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin The contractor is R Construction	The Punchlist is completed waiting on administration documents for final acceptance and release of retainage/final pay app.	99%
Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Phase 1: Precon scheduled for Sept 26 <sup>th</sup> .  Phase 2: Received TCEQ approval for variance. Finalizing the design in the near future.	Phase 1 Construction Phase  Phase 2 Construction Documents
Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10	Ground storage tank and water pressurization facilities for the EPCOR water delivery point The contractor is CC Carlton	Issues with MCC being received on time. Met with contractor to discuss alternatives. Waiting for them to submit revision for review. Tank construction will begin either on September 30 or October 7.	Construction Phase
FM 973 and US 290 Water Lines, CIP W-15 & W-16 15110.01 - SOW No. 10	Water line extensions along FM973 and US 290	Acquiring easements. Plata Holding Parcel is being re-appraised for 30’ PUE.	Working on easement acquisition and addressing issues/concerns about easements from property owners.
Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth  The contractor is JM Pipeline	Bell Farms Lift Station: Punchlist conducted contractor is working on items. Startup/testing today.  Presidential Glen: Punchlist conducted contractor is working on items. Waiting for the new TAC PAC unit. Startup/testing today.  Change order (deduct and contract	Construction documents 100%. Bid phase 100% Construction phase 99%

		days due to weather and other delays) to be submitted shortly. Final completion 9/13.	
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin  The contractor is Santa Clara Construction	Revegetation is to occur in October.  The pipe bedding and true-up change orders are to be submitted shortly.	Construction phase 99%
Cottonwood Creek WWTP Phase II Expansion 15283 - SOW No. 9	Developer-funded expansion of the plant	Received signed cover sheet from City Staff on 9/4/2024. Preparing bid documents for advertisement. TCEQ asked for additional information.	Construction Documents 100%
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	Nearing 90% submittal for plans.	Design Phase Engineering
Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Major Goals: Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; develop improvements to address capacity needs	<ul style="list-style-type: none"> <li>Plan was reviewed with the combined Capital Committee and Council at the workshop the week of August 12.</li> <li>Added an appendix regarding ongoing model maintenance, will submit a sealed report this week with list of City comments that have been addressed.</li> </ul>	Completed
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	Adding additional exhibits and information to final draft of the report.	Report Phase – working on finalizing report.

2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Update to the impact fee program	Meeting held September 11. Preparing engineering report and fee recommendation for the October Meeting.	The next meeting will be on October 9.
Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	Revising the site layout based on grading provided by the project engineer. Close to having lot dedicated to City.	Construction documents at 75%
FY2022 Tax Note-Funded Water, Wastewater, and Roadway Improvement Project XXXXX - SOW No. 23	Contract approved at September 7 Council Meeting.	Currently working on finalizing FM 973 N waterline plans. Dropped plans off at City for review. Questions about Monroe fencing – what was agreed upon? The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements.	Construction plans are being worked on. Finalizing plans to go out for bid in October.
Cottonwood Creek WWTP Permit Amendment 15402.00 - SOW No. 24	Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD	The comment period ended on 3/25/2024. A total of 2 comments and 12 hearing requests have been received. Left five messages for permit writer, called new Municipal Permit Team Leader and left message.	Permit Comment
FY2022 Cap Metro Paving Project 15451 – SOW No. 25	Paving project improvements using allocated Cap Metro Funding  The contractor is Smith Paving	Work has begun on additional streets. One final change order will be done at the end of the project.	Under Construction.
One-Time BCT Cap Metro Funding Paving Project 15452 – SOW No.26	Paving project improvements using allocated one-time funding from Cap Metro  The contractor is Lonestar Paving	Closeout documents sent to Cap Metro.	Project closeout sent to Cap Metro. Project can be closed out.

2024 SSES	SSES investigations in the next leakiest basin from the 2022 flow monitoring	Tunnel Vision is done, we will send to Raymond a list of ~4 lines that his crews can try to CCTV if they have time. But these aren't crucial for the project overall so we'll be finalizing draft report and submitting in 2 weeks.	Draft report due in 2 weeks
Wilbarger Creek WWTP Expansion	Expansion of the existing Wilbarger WWTP from 1.33 to 2.0 MGD, sludge digestion, thickening, and dewatering.	Attended site visit to Bohls WWTP in Bee Cave to observe their solids handling facility (screw press) on 9/18/2024. Work progressing towards 60% design.	60% Design Level
East Travis Regional WWTP Permit – SOW No. 31	TCEQ Permit application for Manor's 98-Acre site for East Travis Regional WWTP	SOW authorized 9/4/2024. Project setup complete (sans signed SOW). Internal kickoff to be scheduled.	Permit application
<del>Cottonwood Creek WWTP Permit Renewal – SOW No. 33</del>	<del>TCEQ Permit renewal application for Cottonwood Creek WWTP</del>	<del>SOW authorized 9/4/2024. Project setup complete (sans signed SOW). Internal kickoff to be scheduled.</del>	<del>Mobilization</del>
Wilbarger Creek WWTP Permit Renewal – SOW No. 32	TCEQ Permit renewal application for Wilbarger Creek WWTP	SOW authorized 9/4/2024. Project setup complete. Internal kickoff to be scheduled for next week.	Permit application
Emergency Generators – SOW No. 34	Emergency Generators for City Hall and Police Department	SOW authorized 9/4/2024. Project setup complete (sans signed SOW). Internal kickoff to be scheduled.	Mobilization

## **Streets and Parks Monthly Report September 2024**

### **Daily Duties and Projects 9-1-2023 / 9-30-2023**

#### ***Streets Maintenance***

Started to place dirt along the cemetery road for a shoulder.

Installed a 4-Way Stop at Burnet St. and Burton St.

Water cut repair on Burnet St.

Trimmed trees on Lexington St. over the sidewalk.

Placed illegal dumping on Canopy Ln.

Placed curb stops in the parking lot at the City Hall parking lot.

Pothole repairs at Sun Crest Rd, Old Kimbo, E. Carrie Manor Rd, S. San Marcos, E. Boyce St, Hamilton Circle, Timber Arch, E. Wheeler St, and Gregg Manor.

Crack-sealed at Joy Lee Ln, Cummins Way, Jamie Dr, and Walter Vaughn Dr.

Placed Hispanic Heritage signs on the poles along Lexington St.

#### ***Parks Maintenance***

Fresh mulch was applied to the flower beds at City Hall.

Mowed and trimmed E. Manor Development # 1.

Set up and take down for the Movies in the Park.

Mowed the cemetery.

Power washed City Hall twice on the South and East sides of the building.

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities.

Scheduled weekly (ROW) Right of Way mowing.

Weekly vehicle & equipment checks and maintenance.

**MS4 Storm drain inspections monitored New/Construction under warranty**

748 - inspections are done this month.

2 - MS4 reports submitted this month as required by TCEQ.



**Inspections/Warranties/New subdivision Walkthroughs and Pre-Construction meetings.**

Presidential Heights Phase 3- 2-year walkthrough has been done, contractor in process of repairs. October 2021 still waiting.

Presidential Heights Phase 5 – 2 -year walkthrough has been done, contractor in process of repairs. September 2022.

Presidential Heights Phase 4 – 2 -year walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

Manor Heights – Phase II Sec. 1B and 2B Contractor in building process.

Manor Heights – Phase II Sec.2 Contractor in the building process.

Manor Heights – Phase III Sec. 1- homes are being built.

Manor Heights Phase III Sec. 2 – homes are being built.

Manor Heights Phase 4 – Development process.

LA Mexicana – Development process.

Manor Crossing (Butler Tract) Development process.



Logos Phase 3- waiting on homes to be built.

Logos Phase 4- homes are being built.

Logos Phase 5- homes are being built.

Palomino Subdivision – homes are being built.

Presidential Glen Commercial WW – in the building process.

Manor Heights Medium Density -not started.

9910 Hill Lane apartments - Building process

Village at Manor Commons Phase 3 – building process.

Presidential Glen Townhomes – not started.

Las Entradas Section 3- waiting to be built.

Las Entradas Section 4 – waiting to be built.

109 Lexington apartments – Building process.

Manor Town Apartments Phase 2 – Development process.

The LEX at FM 973 & Murchison – has not started.

Holley Smith Phase 1A – Development process.

The View at Manor apartments – Development process.

Eggleston Extension – closed. Opening pending.

Rapid Express Car Wash -Building process.

Cap Metro Contracted roads are in the process of being prepped for paving.

### ***Cemetery Report***

September 3<sup>rd</sup>, 5<sup>th</sup>, 7<sup>th</sup>, and 10<sup>th</sup> - Monitored the cemetery.

September 12, 2024 – Met with Ms. Reyes on her parent’s headstone, which requires a base.

September 13, 2024 - Met with Mr. Biscoe to discuss her son’s grave site needing a refill of dirt. The site is shifting.

September 13, 2024 – Light cleaning of the cemetery, including picking up broken vases, ceramic figures, broken liquor bottles, and faded flowers. Left trash bags at the exit path for city employees to pick up.

September 16<sup>th</sup>, 18<sup>th</sup>, 20<sup>th</sup>, 24<sup>th</sup>, and 26<sup>th</sup> – Monitored the cemetery.

September 28, 2024 – Coordinated the funeral digging with Beck Funeral Home for an upcoming funeral service. The funeral is on Wednesday, October 2<sup>nd</sup>.

September 30, 2024 – Meeting with a family to mark the grave for Monday’s digging.

# WATER/ WASTEWATER MONTHLY REPORT SEPTEMBER

<b>WASTEWATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	3
SEWER BACKUPS	3
LIF STATION CALLS	3
LIFT STATION WORK	
MANHOLES REPAIRED	1
CAMERA LINES	4
TAPS	
LINES REPAIRED	3
LINES LOCATED	5
LINES CLEANED	
MANHOLES PLUS LINES CLEANED	4
SEWER SMELL	
JOBSITE CLEANUP AND RESTORATION	
BUILDING MAINTENANCE	
SCADA TROUBLESHOOTING	
<b>WATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	48
WATER LEAKS SERVICE LEAKS	7
CUSTOMER LEAKS	19
WATER MAIN REPAIRS	1
WATER LINE REPLACEMENT	
HYDRANT MAINTENANCE	
HYDRANT FLUSHED	50
HYDRANT REPAIR/REPLACED	2
ISOLATION VALVE MAINTENANCE	
ANGLE STOPS REPLACED	1
LINES LOCATED	5
WHOLESALE BROWN WATER	
BROWN WATER	4
WATER PRESSURE	3
WATER TURN ON/OFF	14
BAC T SAMPLES	20
JOBSITE CLEANUP AND RESTORATION	4
METER INSTALL	
<b>INSPECTIONS</b>	
SITES	139
MANHOLES INSPECTED	1
CONSTRUCTION METER SET	
CONSTRUCTION BAC T	2
WATER SERVICES INSTALLED	2



# MEMO

To: Mayor and City Council Members  
From: Tracey Vasquez, Human Resources Director  
Meeting Date: October 16, 2024  
RE: September 2024

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**Meetings and Events:**

***HR Workshop Roundtable Meeting***

September 12, 2024  
September 26, 2024

***Staff Meetings***

September 10, 2024  
September 17, 2024

***City Council Meetings***

September 4, 2024  
September 18, 2024

***Special Session Budget and Tax***

September 26, 2024

**September 2024**

- September 5-NWS Partners Cold Changes training.
- September 5- Thompson Safety meeting regarding First Aid products and AED receptacles.
- September 6- meeting with HOTWORX owner for participation in the City’s annual benefits fair.
- September 9- open enrollment meeting with United HealthCare
- September 16- Design Discovery meeting with CivicPlus regarding new website details.
- September 16- Events meeting with Yalondra and staff regarding upcoming events.
- September 17- meeting with Tyler Technologies on upcoming project planning for Human Resources, Purchase Orders, and Time and Attendance modules.
- September 17- meeting to go over the Mayor’s Ball.
- September 20- meeting to go over the Mayor’s Ball.
- September 23- NEOGOV meeting



# MEMO

- September 23- Skilled Trades Academy summer review consortium.
- September 25- Annual Fall Benefits Fair hosted by the human Resources Department.
- September 28- YAC open house

Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



# MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: October 16, 2024

RE: **September Monthly Report**

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The following are accomplishments from September.

1. Finished cut over to ATT for Internet and decommissioned the Spectrum connectkons.
2. Rolled out new surveillance cameras. Addressing issues with two of them.
3. Started meetings for the new website.
4. Test a camera system for the well sites for Public Works. Last evaluation underway now.
5. 74 Tickets opened for the month, and 70 of those closed. Top contributors PD = 19, City Hall = 40, Public Works = 15. No tickets are waiting for customer response or contractor fulfillment.



# MEMO

To: Mayor and City Council Members  
 From: Lluvia T. Almaraz, City Secretary  
 Date: October 16, 2024  
 Re: **September 2024 – Monthly Report**

## City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
City Council Agendas	City Council meetings and workshop agendas prepared and posted in accordance with the Local Government Code.	4	4	2	3	3	3	3	4	4			
Council Minutes	Minutes recorded, prepared, approved, archived	6	4	2	2	3	3	3	1	7			
Ordinances	Ordinances written, processed, &/or published and forwarded to Municode for Code Supplement	0	3	5	2	7	8	2	2	6			
Resolutions	Resolutions written and processed	2	1	2	8	3	2	5	3	3			
Proclamations /Recognitions	Proclamations & Recognitions, written & presented	0	1	1	1	3	0	0	0	3			
Deeds/ Easements	Executed and Recorded	3	7	1	4	7	0	3	0	1			
Annexations	Prepared & Recorded	0	0	0	0	0	1	1	0	0			
Public Improvement Districts	Agreements approved & and executed	0	0	0	0	0	0	0	0	0			
Contracts & Agreements	Contracts and agreements approved and executed	4	19	5	9	6	14	7	7	9			
Bids	Bids advertised, received, tabulated, awarded, recorded	0	0	0	0	1	0	1	0	0			



# MEMO

Boards & Commissions appointments	Board appointments implemented and completed; appointments recorded	0	0	0	0	0	0	0	0	0			
Alcohol Permits	New Alcohol permit certificate or renewed	2	1	1	1	2	0	0	0	0			
Records Management Program	Boxes of documents accessioned to storage in accordance with the retention schedule	0	0	0	0	0	0	0	0	0			
Records Manager Program	Shred Day Event 4/13/2024	0	0	0	100 +	0	0	0	0	0			
Open Records Requests	Number of Open Records Requests processed (within 10 days as required) Police Requests	21	16	40	42	32	44	50	36	41			
	Number of Open Records Requests processed (within 10 days as required) General Requests	19	30	32	25	22	29	25	31	17			

### COUNCIL MEETINGS

- Council Regular Meetings – September 4<sup>th</sup> and 18<sup>th</sup>
- Manor PFC Meeting – September 18<sup>th</sup>
- Council Special Session – September 26<sup>th</sup>

### OTHER MEETINGS

- Election Ballot Proof – Travis County Elections – September 5<sup>th</sup>
- Consultation with Gourmet Gals Tasting Mayor’s Ball – September 10<sup>th</sup>
- Consultation with Hanks Catering Tasting Mayor’s Ball – September 11<sup>th</sup>
- Staff Meeting – September 10<sup>th</sup> and 17<sup>th</sup>
- Meeting with Grand Lady – Mayor’s Ball – September 20<sup>th</sup>
- Mayor’s Ball – September 20<sup>th</sup>
- CivicPlus Website Design – September 16<sup>th</sup>



# MEMO

## TRAINING/EDUCATION/SEMINARS/WEBINARS

- ARMA Chapter – September 17<sup>th</sup>

## OTHER

- Ongoing daily duties and responsibilities include Election Administration, Records Management Administration, Public Information Processes, Open Meetings Compliance, Boards and Commission processes, City Council Committees processes, Alcohol Beverage City Permits processes, Mayor and City Council administrative support, Administrative and Official duties, and Customer Service.





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a resolution authorizing the issuance of Manor Housing Public Facility Corporation Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024; approving the form of a trust indenture and loan agreement; approving the Tower Road Apartment Development; authorizing the execution of documents and instruments necessary or convenient to carry out the purposes of this resolution; and containing other provision relating thereto.

**BACKGROUND/SUMMARY:**

This item is for the authorization of the Tower Road Apartments development and of the MHPFC's issuance of private activity bonds for that project. This item is for the Senior Bonds, and the following item is followed by and related to the issuance of the subordinate bonds. This item ratifies and approves the PFC's approval of the Senior Bonds.

The Tower Road Apartment Project is intended to provide 324 units of affordable housing in the City of Manor.

The project will be financed in part with tax-exempt bonds issued by the MHPFC. For the bonds to be tax-exempt, there must have been a public hearing on the project and the issuance of bonds (this is the "TEFRA" hearing) and the City Council must approve of the PFC's issuance of the bonds.

As such, this item acknowledges the TEFRA hearing, approves of the MHPFC's issuance of the bonds, and authorizes the execution of a trust indenture and other related documents associated with the bonds.

The bonds authorized by this resolution will not exceed the principal amount of \$60,815,000. The obligation will be repaid from the revenue of the project and is not a debt of the City.

The bonds are issued in two series (Senior and Subordinate) to facilitate financing from two different lenders.

**LEGAL REVIEW:** Yes, Gregory Miller, Bond Counsel  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2024-31

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 2024-31 as set forth in the caption above.

**RESOLUTION NO. 2024-\_\_**

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY BY MANOR HOUSING PUBLIC FACILITY CORPORATION OF THE MANOR HOUSING PUBLIC FACILITY CORPORATION MULTIFAMILY HOUSING REVENUE BONDS (TOWER ROAD APARTMENTS), SERIES 2024, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$60,815,000; APPROVING THE TOWER ROAD APARTMENTS DEVELOPMENT; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO**

**WHEREAS**, the City of Manor, Texas (the “City”), a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to Chapter 1331, Texas Government Code, has created a public facility corporation known as the Manor Housing Public Facility Corporation (the “Issuer” or “Corporation”) pursuant to and in accordance with the provisions of the Texas Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended (the “Act”), for the purposes set forth in the Act, including the issuance of bonds; and

**WHEREAS**, the Act authorizes the Corporation: (a) issue bonds (which are defined in the Act to include notes, interim certificates or other evidences of indebtedness) to finance, refinance or provide public facilities on behalf of the City of Manor; (b) loan the proceeds of the obligations to other entities to accomplish the purposes of the City of Manor; (c) use the proceeds of its bonds to maintain reserve funds determined by the City of Manor and the Corporation to be necessary and appropriate; (d) pay any costs relating to the issuance or incurrence of bonds by the Corporation; and (e) accept a mortgage or pledge of a public facility financed by the Corporation and, as security for the payment of any connected bonds or credit agreements that the Corporation issues or incurs, assign the mortgage or pledge and the revenue and receipts from the mortgage or pledge or grant other security; and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires that the Bonds be approved by the “applicable elected representative” (the “AER”) after a public hearing following reasonable public notice; and

**WHEREAS**, the appropriate AER is the Mayor of the City Manor, Texas; and

**WHEREAS**, notice of a public hearing with respect to the Bonds and the Development held by the Corporation on September 5, 2024, was published no less than 7 days before such date in at least one newspaper of general circulation available to residents of the City of Manor, Texas and was posted no less than 7 days before such date on the City’s website, which is available to residents of the City of Manor; and

**WHEREAS**, a hearing officer designated by the Board held such public hearing on the date and at the time and place set out in such published and posted notice, and conducted such hearing in a manner that provided a reasonable opportunity for persons with differing views on the issuance of the Bonds and the Development to be heard; and

**WHEREAS**, the Corporation has determined to issue, sell and deliver its Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024 in an aggregate principal amount not to exceed \$60,815,000 (the “Bonds”) pursuant to and in accordance with the terms of a Trust Indenture (the “Indenture”), between the Corporation, BOKF, NA, as trustee (the “Trustee”), to provide for the financing by Manor Leased Housing Associates I, Limited Partnership, a Texas limited partnership (the “Borrower”), of the acquisition, construction and equipping of a multifamily residential rental development known as Tower Road Apartments located in the City of Manor, Travis County, Texas (the “Development”) and the payment of certain costs of issuance of the Bonds in accordance with the Constitution and laws of the State of Texas; and

**WHEREAS**, in order to assist in financing the Development, the Corporation has determined that the Corporation shall enter into a Loan Agreement (the “Loan Agreement”), between the Corporation and the Borrower, pursuant to which the Borrower will receive funds to finance the cost of acquisition, construction and equipping of the Development and the payment of certain costs of issuance of the Bonds in order to construct the Development as a residential development for citizens of low and moderate income and assist such persons in the City of Manor, Texas, in obtaining decent, safe and sanitary housing at affordable prices; and

**WHEREAS**, pursuant to Section 303.071 of the Act, the City Council of the City of Manor, Texas (the “City Council”) must approve and authorize the issuance of the Bonds and the Board has determined that the issuance of the Bonds is necessary to finance the costs of the acquisition, construction and equipping of the Development; and

**WHEREAS**, Manor Housing Public Facility Corporation will be the sole member of MHPFC TRGP1 LLC, the general partner of the Borrower; and

**WHEREAS**, the Development will be exempt from all taxes and special assessments of a municipality, a county, another political subdivision, or the state if the percentage of housing units in each category of housing units that are reserved for occupancy by individuals and families earning less than sixty (60%) of the area median family income and by individuals and families earning less than eighty (80%) of the area median family income, based on the number of bedrooms per unit, is the same as the percentage of each category of housing units reserved in the development as a whole, pursuant to Section 303.0425 of the Act; and

**WHEREAS**, the City Council has reviewed the foregoing and determined that the issuance of the Bonds is in furtherance of the corporate purposes of the Corporation and the issuance, sale and delivery of the Bonds is advisable; the ownership of the Development by an entity created by the City of Manor is in furtherance of the corporate purposes of the City of Manor; and has determined to approve the Development and authorize the issuance of the Bonds, the execution and delivery of such documents and the taking of such other actions as may be necessary or convenient to further carry out the purposes of the Resolution.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**Section 1.** Public Hearing. The City Council of the City hereby finds, determines, recites and declares that a public hearing with respect to the Bonds and the Development was held on September 5, 2024 and was published no less than 7 days before such date in at least one newspaper of general circulation available to residents of the City of Manor, Texas and was posted no less than 7 days before such date on the City's website, which is available to residents of the City of Manor, Texas. Such notice included the date, time and place of such public hearing, the location, general nature and the initial owner, operator or manager of the Development and the maximum aggregate principal amount of the Bonds; that all comments from interested persons were taken at such public hearing and were provided to the AER for purposes of Section 147(f) of the Code.

**Section 2.** Approval of the Bonds. The issuance, sale and delivery of the Bonds by the Corporation is authorized and approved. The City Council has expressly determined and hereby confirms that the issuance of the Bonds to assist in the financing of the Development will promote the public purposes set forth in Section 303.002 of the Act and will accomplish a valid public purpose of the Corporation by assisting citizens of low and moderate income in the City of Manor, Texas in obtaining decent, safe and sanitary housing at affordable prices and for other valid public purposes.

**Section 3.** Approval of the Development. The City Council, hereby authorizes and approves of the Development and ownership of the Development by an entity created by the City of Manor. The percentage of housing units in each category of housing units that are reserved for occupancy by individuals and families earning less than sixty (60%) of the area median family income and by individuals and families earning less than eighty (80%) of the area median family income, based on the number of bedrooms per unit, is the same as the percentage of each category of housing units reserved in the development as a whole, pursuant to Section 303.0425 of the Act.

**Section 4.** Certification of Approval. The City Council hereby authorizes the Mayor to execute any certifications required to establish the City Council's approval of the minutes from the aforementioned public hearing, the approval of the issuance, sale and delivery of the Bonds, and the approval of the Development.

**Section 5.** Execution and Delivery of Documents. The Council Members of the City of Manor and the City Manager are each hereby authorized to execute and attest to such documents, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

**Section 6.** Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the Corporation payable solely from the revenues, funds and assets pledged under the Indenture to secure payment of the Bonds and under no circumstances shall the Bonds be payable from any other revenues, funds, assets or income of the Corporation or the City of Manor.

**Section 7.** Obligations of Corporation Only. The Bonds shall not constitute an indebtedness, liability, general, special or moral obligation or a pledge or loan of the faith or credit or taxing power, within the meaning of any constitutional or statutory provision whatsoever, of the

United States of America or any agency or instrumentality thereof, the State of Texas or any other political subdivision or governmental unit thereof.

**Section 8.** Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

**Section 9.** Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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DRAFT

**ADOPTED AND APPROVED** this 16th day of October 2024.

**THE CITY OF MANOR, TEXAS**

---

Dr. Christopher Harvey  
Mayor

**ATTEST:**

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Lluvia T. Almaraz  
City Secretary

DRAFT

AGENDA ITEM NO.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a resolution authorizing the issuance of Manor Housing Public Facility Corporation Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024; approving the form of a subordinate trust indenture and subordinate loan agreement; approving the Tower Road Apartment Development; authorizing the execution of documents and instruments necessary or convenient to carry out the purposes of this resolution; and containing other provision relating thereto.

**BACKGROUND/SUMMARY:**

This item is for the authorization of the Tower Road Apartments development and of the MHPFC’s issuance of private activity bonds for that project. This item is for the Subordinate Bonds and is preceded by and related to the item for the project’s senior bonds. This item ratifies and approves the PFC’s approval of the Subordinate Bonds.

The Tower Road Apartment Project is intended to provide 324 units of affordable housing in the City of Manor.

The project will be financed in part with tax-exempt bonds issued by the MHPFC. For the bonds to be tax-exempt, there must have been a public hearing on the project and the issuance of bonds (this is the “TEFRA” hearing) and the City Council must approve of the PFC’s issuance of the bonds.

As such, this item acknowledges the TEFRA hearing, approves of the MHPFC’s issuance of the bonds, and authorizes the execution of a trust indenture and other related documents associated with the bonds.

The bonds authorized by this resolution will not exceed the principal amount of \$4,000,000. The obligation will be repaid from the revenue of the project and is not a debt of the City.

The bonds are issued in two series (Senior and Subordinate) to facilitate financing from two different lenders.

**LEGAL REVIEW:** Yes, Gregory Miller, Bond Counsel  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2024-32

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 2024-3 as set forth in the caption above.

**RESOLUTION NO. 2024-\_\_**

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY BY MANOR HOUSING PUBLIC FACILITY CORPORATION OF THE MANOR HOUSING PUBLIC FACILITY CORPORATION SUBORDINATE MULTIFAMILY HOUSING REVENUE BONDS (TOWER ROAD APARTMENTS), SERIES 2024, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,000,000; APPROVING THE TOWER ROAD APARTMENTS DEVELOPMENT; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO**

**WHEREAS**, the City of Manor, Texas (the “City”), a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to Chapter 1331, Texas Government Code, has created a public facility corporation known as the Manor Housing Public Facility Corporation (the “Issuer” or “Corporation”) pursuant to and in accordance with the provisions of the Texas Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended (the “Act”), for the purposes set forth in the Act, including the issuance of bonds; and

**WHEREAS**, the Act authorizes the Corporation: (a) issue bonds (which are defined in the Act to include notes, interim certificates or other evidences of indebtedness) to finance, refinance or provide public facilities on behalf of the City of Manor; (b) loan the proceeds of the obligations to other entities to accomplish the purposes of the City of Manor; (c) use the proceeds of its bonds to maintain reserve funds determined by the City of Manor and the Corporation to be necessary and appropriate; (d) pay any costs relating to the issuance or incurrence of bonds by the Corporation; and (e) accept a mortgage or pledge of a public facility financed by the Corporation and, as security for the payment of any connected bonds or credit agreements that the Corporation issues or incurs, assign the mortgage or pledge and the revenue and receipts from the mortgage or pledge or grant other security; and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires that the Bonds be approved by the “applicable elected representative” (the “AER”) after a public hearing following reasonable public notice; and

**WHEREAS**, the appropriate AER is the Mayor of the City Manor, Texas; and

**WHEREAS**, notice of a public hearing with respect to the Bonds and the Development held by the Corporation on September 5, 2024, was published no less than 7 days before such date in at least one newspaper of general circulation available to residents of the City of Manor, Texas and was posted no less than 7 days before such date on the City’s website, which is available to residents of the City of Manor; and



**WHEREAS**, a hearing officer designated by the Board held such public hearing on the date and at the time and place set out in such published and posted notice, and conducted such hearing in a manner that provided a reasonable opportunity for persons with differing views on the issuance of the Bonds and the Development to be heard; and

**WHEREAS**, the Corporation has determined to issue, sell and deliver its Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024 in an aggregate principal amount not to exceed \$4,000,000 (the “Bonds”) pursuant to and in accordance with the terms of a Trust Indenture (the “Indenture”), between the Corporation, BOKF, NA, as trustee (the “Trustee”), to provide for the financing by Manor Leased Housing Associates I, Limited Partnership, a Texas limited partnership (the “Borrower”), of the acquisition, construction and equipping of a multifamily residential rental development known as Tower Road Apartments located in the City of Manor, Travis County, Texas (the “Development”) and the payment of certain costs of issuance of the Bonds in accordance with the Constitution and laws of the State of Texas; and

**WHEREAS**, in order to assist in financing the Development, the Corporation has determined that the Corporation shall enter into a Loan Agreement (the “Loan Agreement”), between the Corporation and the Borrower, pursuant to which the Borrower will receive funds to finance the cost of acquisition, construction and equipping of the Development and the payment of certain costs of issuance of the Bonds in order to construct the Development as a residential development for citizens of low and moderate income and assist such persons in the City of Manor, Texas, in obtaining decent, safe and sanitary housing at affordable prices; and

**WHEREAS**, pursuant to Section 303.071 of the Act, the City Council of the City of Manor, Texas (the “City Council”) must approve and authorize the issuance of the Bonds and the Board has determined that the issuance of the Bonds is necessary to finance the costs of the acquisition, construction and equipping of the Development; and

**WHEREAS**, Manor Housing Public Facility Corporation will be the sole member of MHPFC TRGP1 LLC, the general partner of the Borrower; and

**WHEREAS**, the Development will be exempt from all taxes and special assessments of a municipality, a county, another political subdivision, or the state if the percentage of housing units in each category of housing units that are reserved for occupancy by individuals and families earning less than sixty (60%) of the area median family income and by individuals and families earning less than eighty (80%) of the area median family income, based on the number of bedrooms per unit, is the same as the percentage of each category of housing units reserved in the development as a whole, pursuant to Section 303.0425 of the Act; and

**WHEREAS**, the City Council has reviewed the foregoing and determined that the issuance of the Bonds is in furtherance of the corporate purposes of the Corporation and the issuance, sale and delivery of the Bonds is advisable; the ownership of the Development by an entity created by the City of Manor is in furtherance of the corporate purposes of the City of Manor; and has determined to approve the Development and authorize the issuance of the Bonds, the execution

and delivery of such documents and the taking of such other actions as may be necessary or convenient to further carry out the purposes of the Resolution.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**Section 1.** Public Hearing. The City Council of the City hereby finds, determines, recites and declares that a public hearing with respect to the Bonds and the Development was held on September 5, 2024 and was published no less than 7 days before such date in at least one newspaper of general circulation available to residents of the City of Manor, Texas and was posted no less than 7 days before such date on the City's website, which is available to residents of the City of Manor, Texas. Such notice included the date, time and place of such public hearing, the location, general nature and the initial owner, operator or manager of the Development and the maximum aggregate principal amount of the Bonds; that all comments from interested persons were taken at such public hearing and were provided to the AER for purposes of Section 147(f) of the Code.

**Section 2.** Approval of the Bonds. The issuance, sale and delivery of the Bonds by the Corporation is authorized and approved. The City Council has expressly determined and hereby confirms that the issuance of the Bonds to assist in the financing of the Development will promote the public purposes set forth in Section 303.002 of the Act and will accomplish a valid public purpose of the Corporation by assisting citizens of low and moderate income in the City of Manor, Texas in obtaining decent, safe and sanitary housing at affordable prices and for other valid public purposes.

**Section 3.** Approval of the Development. The City Council, hereby authorizes and approves of the Development and ownership of the Development by an entity created by the City of Manor. The percentage of housing units in each category of housing units that are reserved for occupancy by individuals and families earning less than sixty (60%) of the area median family income and by individuals and families earning less than eighty (80%) of the area median family income, based on the number of bedrooms per unit, is the same as the percentage of each category of housing units reserved in the development as a whole, pursuant to Section 303.0425 of the Act.

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**Section 5.** Execution and Delivery of Documents. The Council Members of the City of Manor and the City Manager are each hereby authorized to execute and attest to such documents, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

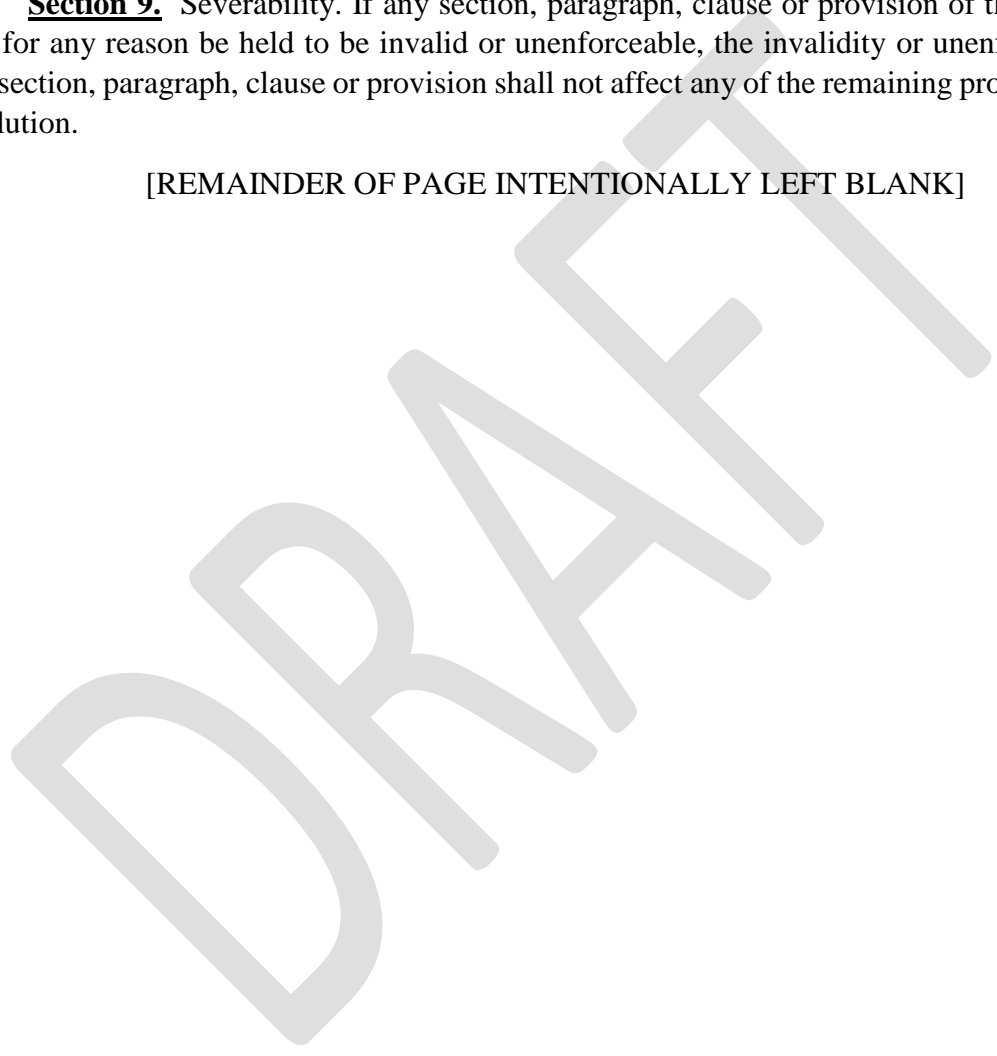
**Section 6.** Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the Corporation payable solely from the revenues, funds and assets pledged under the Indenture to secure payment of the Bonds and under no circumstances shall the Bonds be payable from any other revenues, funds, assets or income of the Corporation or the City of Manor.

**Section 7.** Obligations of Corporation Only. The Bonds shall not constitute an indebtedness, liability, general, special or moral obligation or a pledge or loan of the faith or credit or taxing power, within the meaning of any constitutional or statutory provision whatsoever, of the United States of America or any agency or instrumentality thereof, the State of Texas or any other political subdivision or governmental unit thereof.

**Section 8.** Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

**Section 9.** Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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**ADOPTED AND APPROVED** this 16th day of October 2024.

**THE CITY OF MANOR, TEXAS**

---

Dr. Christopher Harvey  
Mayor

**ATTEST:**

---

Lluvia T. Almaraz  
City Secretary

DRAFT

AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Michael Burrell, Interim Development Services Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Conservation Easement for the Blue Bluff Project.

**BACKGROUND/SUMMARY:**

This is a 13.791 conservation easement that the property owner, Placemkr Old Hwy 20, LLC is granting the City as part of the transfer of developer’s property from the City of Austin’s extraterritorial jurisdiction (ETJ) to the City of Manor’s ETJ. City of Austin is requesting that the property owner grant a conservation easement to the City of Manor in order to restrict development in the floodplain.

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

- Conservation Easement

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve and accept the 13.791 Conservation Easement with Placemkr Old Hwy 20, LLC.

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

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with any applicable restrictive covenants, lighting, drainage facilities or other appurtenances relating thereto, across the Easement Property at such locations as Grantee may designate as necessary or convenient to serve the Remainder Tract’s development. Further, Grantor may grant other easements within the Easement Property to utility providers and others for the purpose of providing access and services to the Remainder Tract’s development project; provided, however, Grantor agrees to notify Grantee in writing at least 30 calendar days prior to exercising any such rights relating to the construction, installation or replacement of any such permitted improvements within the Easement Property. The Grantee’s easement rights provided for in the preceding paragraph within the Easement Property are expressly subject to the retained rights of Grantor as set forth in this paragraph and Grantee may not damage or obstruct any such driveways, utility connections or other permitted improvements that Grantor may place within the Easement Property.

This conveyance is made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property and appearing of record in the Official Public Records of Travis County, Texas, to the extent that the same are in effect and validly enforceable against the Easement Property (the “Permitted Encumbrances”). Any mortgage or security interest hereafter encumbering the Easement Property shall be and at all times remain subordinate to the Easement.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors, and assigns. It is agreed and acknowledged that Grantee will not assign its rights, title and interest to this Easement to any third party unless such third party is an eligible donee within the meaning of section 170(h) of the Internal Revenue Code and the applicable Treasury Regulations promulgated thereunder and such eligible donee agrees in writing to carry out all of the obligations and specified Conservation Purposes of the Easement as a condition of such assignment. No such assignment shall require consent of the Grantor. It is further agreed and acknowledged that, prior to the transfer of any interest in the Easement Property by Grantor, Grantor shall provide notice to Grantee and shall authorize Grantee to contact any third party to whom any interest in the Easement Property may be transferred to discuss this Easement or the Conservation Purposes.

Neither party’s failure to insist on strict performance in any part of this Easement shall be construed as a waiver of the performance in any other instance.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee’s address is 105 E. Eggleston Street, Manor, Travis County, Texas 78653.

When the context requires, singular nouns and pronouns include the plural.

*[signature pages follow]*

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

**PLACEMKR OLD HIGHWAY 20, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Christopher Cortese, Manager

**ACKNOWLEDGMENT**

STATE OF TEXAS

ss.

COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_ of \_\_\_\_\_, 2024, by Christopher Cortese, Manager of PlaceMKR Old Highway 20, LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public – State of Texas



AGREED TO AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Grantee.

**GRANTEE:**

**CITY OF MANOR**, a Texas home-rule municipality

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

Name: Dr. Christopher Harvey

Title: Mayor

**ACKNOWLEDGMENT**

STATE OF TEXAS

ss.

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Christopher Harvey, as Mayor of the City of Manor, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said entity.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**Attachments:**

Exhibit A - Easement Property

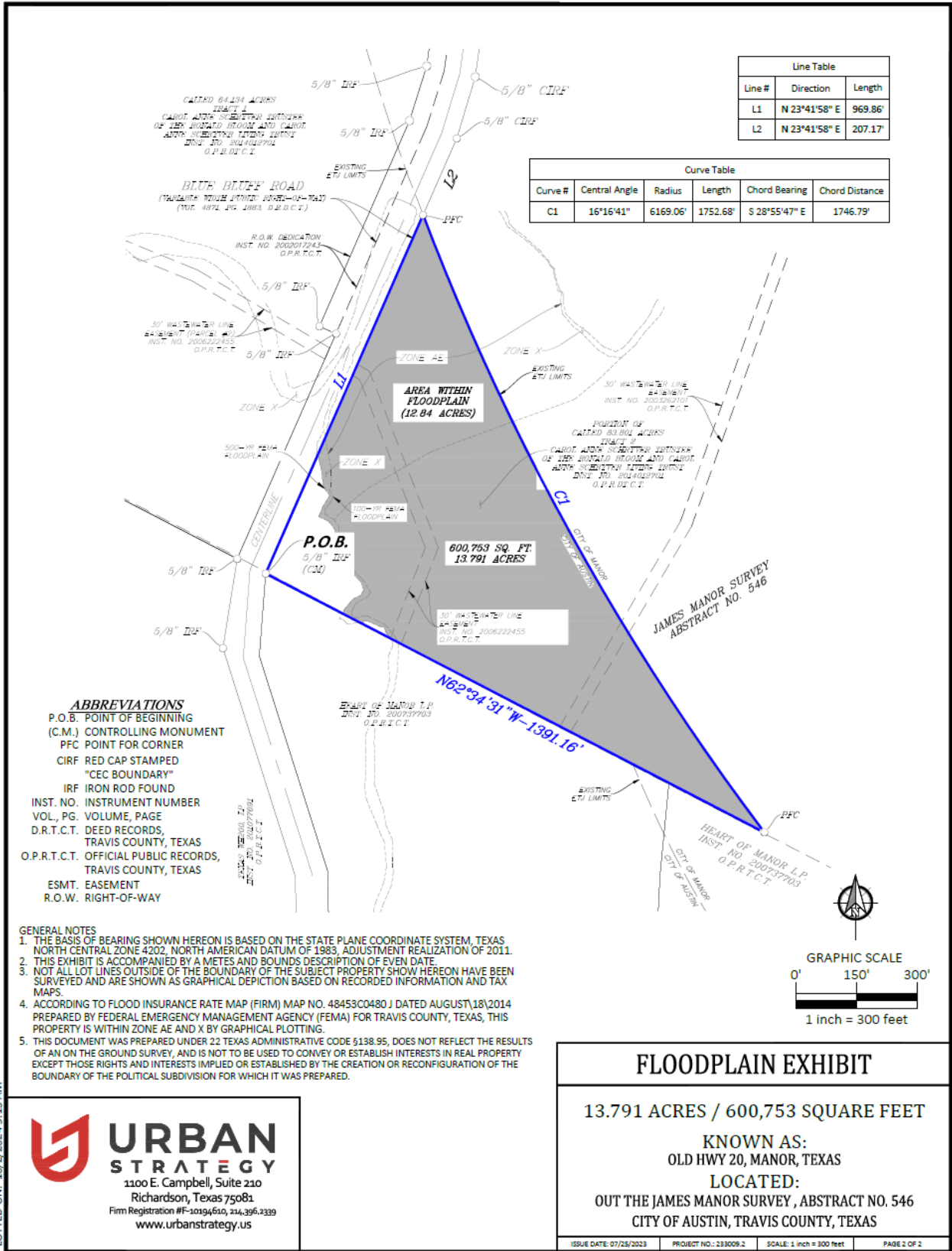
**AFTER RECORDING, PLEASE RETURN TO:**

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

**Exhibit A**

**Description of Easement Property**

**[See attached document.]**

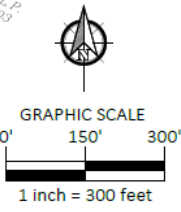


Line Table		
Line #	Direction	Length
L1	N 23°41'58" E	969.86'
L2	N 23°41'58" E	207.17'

Curve Table					
Curve #	Central Angle	Radius	Length	Chord Bearing	Chord Distance
C1	16°16'41"	6169.06'	1752.68'	S 28°55'47" E	1746.79'

- ABBREVIATIONS**
- P.O.B. POINT OF BEGINNING
  - (C.M.) CONTROLLING MONUMENT
  - P.F.C. POINT FOR CORNER
  - CIRF RED CAP STAMPED
  - "CEC BOUNDARY"
  - IRF IRON ROD FOUND
  - INST. NO. INSTRUMENT NUMBER
  - VOL., PG. VOLUME, PAGE
  - D.R.T.C.T. DEED RECORDS, TRAVIS COUNTY, TEXAS
  - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
  - ESMT. EASEMENT
  - R.O.W. RIGHT-OF-WAY

- GENERAL NOTES**
1. THE BASIS OF BEARING SHOWN HEREON IS BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION OF 2011.
  2. THIS EXHIBIT IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION OF EVEN DATE.
  3. NOT ALL LOT LINES OUTSIDE OF THE BOUNDARY OF THE SUBJECT PROPERTY SHOWN HEREON HAVE BEEN SURVEYED AND ARE SHOWN AS GRAPHICAL DEPICTION BASED ON RECORDED INFORMATION AND TAX MAPS.
  4. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48453CD480 J DATED AUGUST 18, 2014 PREPARED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR TRAVIS COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE AE AND X BY GRAPHICAL PLOTTING.
  5. THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



LAST MODIFIED ON: 8/28/2023 2:21 PM  
 PLOTTED ON: 10/2/2024 9:19 AM

**URBAN STRATEGY**  
 1100 E. Campbell, Suite 210  
 Richardson, Texas 75081  
 Firm Registration #F-10194610, 214,396,2339  
 www.urbanstrategy.us

**FLOODPLAIN EXHIBIT**

**13.791 ACRES / 600,753 SQUARE FEET**  
 KNOWN AS:  
 OLD HWY 20, MANOR, TEXAS  
 LOCATED:  
 OUT THE JAMES MANOR SURVEY, ABSTRACT NO. 546  
 CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

ISSUE DATE: 07/25/2023    PROJECT NO.: 233009.2    SCALE: 1 inch = 300 feet    PAGE 2 OF 2



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** October 16, 2024  
**PREPARED BY:** Tracey Vasquez  
**DEPARTMENT:** Human Resources

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution making available to members of the City Council the optional benefit of a deferred compensation plan administered by Nationwide Retirement Solutions and authorizing payroll deductions for participating Council members.

**BACKGROUND/SUMMARY:** In November 2023, the Council adopted Resolution No. 724 setting compensation for the positions of the City's governing body. Hence, the current officeholders receive compensation via the payroll system the City uses for city employees and the system processes deductions mandated by law and the City's compensation package. The system also processes for employees the contribution amounts related to the retirement savings opportunities voluntarily selected by the employee.

The proposed resolution allows current and future members of the City's governing body to participate in the retirement savings opportunities afforded to city employees through the City's agreement with Nationwide Retirement Solutions. Nationwide administers the deferred compensation plan adopted by the City and administers the plan in compliance with Section 457 of the Internal Revenue Code.

The resolution also directs the City Manager or designee to accept from members of the governing the documentation required by Nationwide Retirement Solutions to participate in the deferred compensation plan and to instruct payroll to deduct the related contribution dollars from a participant's compensation.

**LEGAL REVIEW:** Irene Montelongo, Assistant City Attorney  
**FISCAL IMPACT:** Not Applicable  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2024-33

### STAFF RECOMMENDATION:

City staff recommends that the City Council approve Resolution No. 2024-33 making available to members of the City Council the optional benefit of a deferred compensation plan administered by Nationwide Retirement Solutions authorizing payroll deductions for participating Council members; and authorize the City Manager to accept and submit the necessary documentation.

**RESOLUTION NO. 2024-33**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS MAKING AVAILABLE TO MEMBERS OF THE CITY COUNCIL THE OPTIONAL BENEFIT OF A DEFERRED COMPENSATION PLAN ADMINISTERED BY NATIONWIDE RETIREMENT SOLUTIONS AND AUTHORIZING PAYROLL DEDUCTIONS FOR PARTICIPATING COUNCIL MEMBERS**

---

**WHEREAS**, City of Manor (City) employees have access to certain services and products commonly classified as an Optional Benefit of employment and through agreements with certain vendors, the cost of services and products offered or the price to participate therein can be deducted from an employee's paycheck;

**WHEREAS**, the City has in place an agreement with Nationwide Retirement Solutions to serve as administrator of the deferred compensation plan adopted by the City and to administer the plan in compliance with the agreement and Section 457 of the Internal Revenue Code; and

**WHEREAS**, participation in the deferred compensation plan is strictly voluntary;

**WHEREAS**, a number of City employees currently contribute to the deferred compensation plan through Nationwide Retirement Solutions and the contributions to the plan are deducted from the paychecks of each participating employee;

**WHEREAS**, effective November 1, 2023, the City Council voted to authorize compensation for each councilmember position and for the position of mayor and persons currently in those positions have been added to the City payroll system;

**WHEREAS**, the City of Manor, Texas desires to extend the same retirement savings option to persons in the position of mayor and persons in the position of councilmember and to direct that contributions by those persons to the plan in the form of a payroll deduction be transmitted to the retirement plan administrator Nationwide Retirement Solutions;

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

**SECTION 1. AUTHORIZATION.** The City Council hereby authorizes persons in the position of mayor and persons in the position of councilmember to participate in the deferred compensation plan administered by Nationwide Retirement Solutions if they so choose.

**SECTION 2. AUTHORITY.** The City Manager, or designee, is hereby authorized to provide to, and accept from, persons in the position of mayor or in the position of councilmember, the appropriate individual participation agreements from each said person and to instruct that payroll direct contributions to the plan be deducted from employee compensation.

**SECTION 3. LIMITATION.** The City will not make contributions to the plan for the benefit of persons in the position of mayor or persons in the position of councilmember. The City will not be an intermediary between persons in the position of mayor or persons in the position of councilmember and Nationwide Retirement Solutions. The City will not recover, or attempt to recover, any funds from persons in the position of mayor or persons in the position of councilmember or Nationwide Retirement Solutions in the event of a dispute.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

**CITY OF MANOR, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Lluvia Almaraz, City Secretary



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Tracey Vasquez  
**DEPARTMENT:** Human Resources

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution making available to members of the City Council the services offered by LegalShield and authorizing payroll deductions for participating Council members.

**BACKGROUND/SUMMARY:** In November 2023, Council adopted Resolution No. 724 setting compensation for the positions of the City's governing body. Hence, the current officeholders receive compensation via the payroll system the City uses for regular city employees. The payroll system processes deductions mandated by law and the City's compensation package. The system also processes for employees deductions for services, products, and retirement savings opportunities, to pay for an Optional Benefit voluntarily selected by the employee.

The proposed resolution will enable current and future members of the City's governing body to have access to products and services offered by LegalShield, an optional benefit. The resolution directs the City Manager or designee to accept from interested individuals the documentation required by LegalShield and to instruct payroll to deduct the related cost from a participant's compensation.

**LEGAL REVIEW:** Irene Montelongo, Assistant City Attorney

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Resolution No. 2024-34

### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Resolution No. 2024-34 making available to members of the City Council the services offered by LegalShield and authorizing payroll deductions for participating Council member; and authorize the City Manager to accept and submit the necessary documentation.

**RESOLUTION NO. 2024-34**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS MAKING AVAILABLE TO MEMBERS OF THE CITY COUNCIL THE SERVICES OFFERED BY LEGALSHIELD AND AUTHORIZING PAYROLL DEDUCTIONS FOR PARTICIPATING COUNCIL MEMBERS**

**WHEREAS**, City of Manor (City) employees have access to certain services and products commonly classified as an Optional Benefit of employment and through agreements with certain vendors, the cost of those services and products can be deducted from an employee's paycheck;

**WHEREAS**, the City has in place an agreement with LegalShield which affords city employees, on a strictly voluntary basis, the option to buy certain types of legal services from LegalShield;

**WHEREAS**, a number of City employees currently purchase from LegalShield and the cost for the optional benefit is deducted from the paychecks of each participating employee;

**WHEREAS**, effective November 1, 2023, the City Council voted to authorize compensation for each councilmember position and for the position of mayor and persons currently in those positions have been added to the City payroll system;

**WHEREAS**, the City of Manor, Texas desires to expand the availability of the services or products provided by LegalShield provider to the position of mayor and councilmember and direct payment to LegalShield from participants' compensation when properly requested by the mayor or by each councilmember;

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

**SECTION 1. AUTHORIZATION.** The City Council hereby authorizes persons in the position of mayor and persons in the position of councilmember to purchase the optional legal services offered by LegalShield if they so choose.

**SECTION 2. AUTHORITY.** The City Manager, or designee, is hereby authorized to provide to, and accept from, persons in the position of mayor or in the position of councilmember, individual participation agreements from each said person and to instruct that payroll direct payment for those services from employee compensation.

**SECTION 3. LIMITATION.** The City of Manor will not pay for any portion of the cost of LegalShield owed by persons in the position of mayor or persons in the position of councilmember and does not endorse or warrant the services provided by LegalShield. The City of Manor will not be an intermediary between persons in the position of mayor or persons in the position councilmember and LegalShield. The City will not recover, or attempt to recover, any funds from persons in the position of mayor or persons in the position of councilmember or LegalShield in the event of a dispute.



**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

---

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Donation and Exchange Agreement with The Shops at Grassdale, LLC.

### BACKGROUND/SUMMARY:

This Donation and Exchange Agreement is part of the negotiations the land acquisition consultant with George Butler & Associates (GBA) has successfully obtained for the US290 & FM973 waterline project which is a priority project covered by the 2021 Certificate of Obligation bond issuance. The Donation and Exchange Agreement provides that the City will install a wastewater line on the property owned by The Shops at Grassdale, LLC in exchange for two waterline easements being conveyed by the property owner for an impact fee credit in the amount of \$74,437.00. The attached interlocal agreement is provided to City Council for consideration and the two easements are included as separate agenda items.

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

- Donation and Exchange Agreement

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the Donation and Exchange Agreement with The Shops at Grassdale, LLC with an impact fee credit in the amount of \$74,437.00 and authorize the City Manager to execute the agreement.

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**DONATION AND EXCHANGE AGREEMENT**

This Donation and Exchange Agreement (the “**Agreement**”) dated \_\_\_\_\_, 2024 (the “**Effective Date**”) is made by and between **The Shops at Grassdale, LLC, a Texas limited liability company (“Grassdale”)**, and the **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas (the “**City**”) for the purposes set forth below.

WHEREAS, the City desires and intends to install a waterline in real properties owned by Grassdale and more particularly known as Lots 1 and 2, Block A, The Residences at Grassdale, per plat Document No. 202000015, of the Official Public Records, of Travis County, Texas (collectively hereinafter the “**Property**”) and Grassdale agrees to such installation;

WHEREAS, the City desires to obtain the necessary easements from Grassdale for the installation of the waterline through the Property and Grassdale agrees to execute the necessary easement documents; and

WHEREAS, the City desires to provide an impact fee credit to Grassdale against impact fees incurred in the future development of the Property in exchange for the right to install the waterline and the execution of the necessary easement documents from Grassdale.

NOW THEREFORE, in consideration of the mutual obligations specified in this Agreement, the parties intending to be legally bound hereby, agree to the following:

1. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Grassdale agrees to execute the Waterline Easements and Temporary Construction Easements attached hereto as: EXHIBIT A – Waterline Easement and Temporary Construction Easement for Parcel 8; and EXHIBIT B – Waterline Easement and Temporary Construction Easement for Parcel 9. Grassdale shall execute these easements concurrently with its execution of this Agreement.

3. The City agrees to provide a total impact fee credit (“**Credit**”) in the amount of Seventy-Four Thousand Four Hundred Thirty-Seven and NO/100 Dollars (\$74,437.00) to Grassdale to be applied against any future impact fees incurred by Grassdale for the development of the Property. This Credit may be used for impact fees incurred by The Shops at Grassdale, LLC, a Texas limited liability company, related to any impact fees incurred after the Effective Date against Lots 1 and 2, Block A, The Residences at Grassdale, per plat Document No. 202000015, of the Official Public Records, of Travis County, Texas.


Miscellaneous.

- a. **Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. Venue for any suit arising hereunder shall be proper in Travis County, Texas.
- b. **Amendments.** This Agreement may only be amended, modified, or terminated at any time by written agreement, executed and acknowledged by all parties hereto.
- c. **Integration.** This Agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.
- d. **Legal Construction.** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
- e. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement with the same effect as if all parties had signed the same original. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

*[end of page; signature page follows]*

**THE SHOPS AT GRASSDALE, LLC,**  
a Texas limited liability company

By: Pilot and Legacy Opportunity Fund, LLC,  
a Texas limited liability company  
Its: Member

By:   
Michael Walker, Manager

9-25-24  
Date

**CITY OF MANOR, TEXAS:**

\_\_\_\_\_  
By: Scott Moore, City Manager

\_\_\_\_\_  
Date

**Parcel No. 8**  
**Project: Manor FM 973 & US 290 Water Line**  
**TCAD PID No.: 937563**

**Parcel No. 9**  
**Project: Manor FM 973 & US 290 Water Line**  
**TCAD PID NO. 937565**

**EXHIBIT A**  
**Waterline Easement and Pipeline Easement**  
**Parcel 8**

**WATERLINE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

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

That, **The Shops at Grassdale, LLC, a Texas limited liability company**, (“**Grantor**”), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis Counties, Texas (“**Grantee**”), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day **GRANTED, SOLD, and CONVEYED** and by these presents does **GRANT, SELL, and CONVEY** unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of a water pipeline, facilities, valves, connections therewith, and all necessary appurtenances thereto (the “**Project**”), upon and across all or any portion of the following described property:

A tract of land consisting of 6,589 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibit “A”, hereby incorporated by reference and made a part hereof for all purposes, with said 6,589 square foot parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Construction Easement** over that certain 15’ wide strip of land abutting the **Permanent Easement** to the south, being approximately 6,589 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit “A, Page 2 of 4”, (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed twelve (12) months, commencing upon **Grantee’s** commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement** and terminating upon the earlier of **Grantee’s** completion of the **Project** within the **Permanent Easement** or after twelve (12) months from commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement**, whichever date first occurs. **Grantee** shall have the right to utilize

any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the **Permanent Easement** and **Temporary Construction Easement** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a water pipeline and appurtenances thereto.

**Grantee** shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

**Grantor** may use the **Permanent Easement** for any and all purposes not inconsistent with the purposes set forth in this Agreement. Specifically, **Grantor** retains the right to place, construct, operate, repair, replace and maintain roadways, driveways, landscaping, fencing, parking, and signage on, in, under, over and across the **Permanent Easement**, so long as such use does not unreasonably interfere with or prevent **Grantee's** use of the **Permanent Easement**. **Grantor** may not, however, use the **Permanent Easement** or **Temporary Workspace Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

**Grantee** shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

**Grantee** agrees that upon completion of construction of the project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **Permanent Easement** and **Temporary Workspace Easement** as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the



easements were found immediately before construction began; however, **Grantor** shall not be obligated to replace vegetation other than groundcover.

**Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

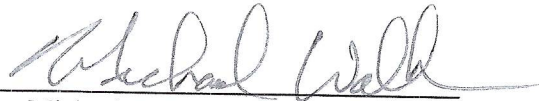
This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public water utility lines, and for making connections therewith.

**GRANTOR:**

The Shops at Grassdale, LLC  
a Texas limited liability company

By: Pilot and Legacy Opportunity Partners, LLC,  
a Texas limited liability company  
Its: Manager

By:   
Michael Walker, Manager

Date 9-25-24

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

\_\_\_\_\_  
By: Scott Moore, City Manager

\_\_\_\_\_  
Date

Parcel Nos. 8  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 937563

**EXHIBIT A – EASEMENT AND PROPERTY DESCRIPTION**

**PARCEL 8**

G:\15110.01\15110.01\302\Survey\15110.01\302-Grassdale Lot 1-ME-Proposed Survey FieldNotes — Tuesday August 29, 2023 2:18pm — Copyright 2023, George Butler Associates

**FIELD NOTES FOR A 6,589 SQUARE FOOT WATERLINE EASEMENT:**

A 6,589 Square Foot Waterline Easement, being a portion of Lot 1, Block "A", The Residences At Grassdale, a plot of record in Document No. 202000016, of the Official Public Records of Travis County, Texas. Said 6,589 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the east line of said Lot 1, same being a west line of Lot 3, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-78, for a northwest corner of said Lot 3, same being the northeast corner of said Lot 1, bears N 02° 44' 50" W, with the west line of said Lot 3, same being the east line of said Lot 1, a distance of 13.10 feet;

**THENCE:** S 02° 44' 50" E, with a west line of said Lot 3, same being the east line of said Lot 1, a distance of 15.00 feet, to a point for corner;

**THENCE:** Over and across said Lot 1, the following two (2) courses:

1. S 87° 08' 08" W, a distance of 233.60 feet, to a point for corner;
2. S 87° 12' 19" W, a distance of 205.65 feet, to a point in the west line of said Lot 1, same being an east line of said Lot 3, for corner;

**THENCE:** N 02° 47' 13" W, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of 15.00 feet, to a point for corner, from which a found 1/2" iron rod with a yellow cap, in the south Right of Way line of said U.S. 290, for the northwest corner of said Lot 1, same being a northeast corner of said Lot 3, bears N 02° 47' 13" W, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of 13.48 feet;

**THENCE:** Over and across said Lot 1, the following two (2) courses:

1. N 87° 12' 19" E, a distance of 205.64 feet, to a point for corner;
2. N 87° 08' 08" E, a distance of 233.62 feet, to the POINT OF BEGINNING and containing 6,589 Square Feet of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



*hfa*

<b>GBA</b> architects engineers 2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0655 www.gbateam.com TRFELS FIRM #10194606	PROJECT NUMBER	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO. TX	SHEET NUMBER
	DATE		1 of 4
	15110.01		
	08/28/2023		

**FIELD NOTES FOR A 6,589 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:**

A 6,589 Square Foot Temporary Construction Easement being a portion of Lot 1, Block "A", The Residences At Grassdale, a plat of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 6,589 Square Foot Temporary Construction Easement being more particularly described by notes and bounds as follows:

**BEGINNING** at a point in the east line of said Lot 1, same being a west line of Lot 3, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-1/8, for a northwest corner of said Lot 3, same being the northeast corner of said Lot 1, bears N 02' 44' 50" W, with the west line of said Lot 3, same being the east line of said Lot 1, a distance of 28.10 feet;

**THENCE:** S 02' 44' 50" E, with a west line of said Lot 3, same being the east line of said Lot 1, a distance of 15.00 feet, to a point for corner;

**THENCE:** Over and across said Lot 1, the following two (2) courses:

1. S 87' 08' 08" W, a distance of 233.57 feet, to a point for corner;
2. S 87' 12' 19" W, a distance of 205.69 feet, to a point in a non-tangent curve to the left in the west line of said Lot 1, same being an east line of said Lot 3, for corner;

**THENCE:** With the west line of said Lot 1, same being an east line of said Lot 3, the following two (2) courses:

1. With a non-tangent curve to the left, having a radius of 518.67 feet, an arc length of 6.01 feet, a delta angle of 0' 39' 48", and a chord that bears N 02' 35' 11" W, a distance of 6.01 feet, to a point for corner;
2. N 02' 47' 13" W, a distance of 8.99 feet, to a point for corner, from which a found 1/2" iron rod with a yellow cap, in the south Right of Way line of said U.S. 290, for the northwest corner of said Lot 1, same being a northeast corner of said Lot 3, bears N 02' 47' 13" W, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of 28.48 feet;

**THENCE:** Over and across said Lot 1, the following two (2) courses:

1. N 87' 12' 19" E, a distance of 205.65 feet, to a point for corner;
2. N 87' 08' 08" E, a distance of 233.60 feet, to the POINT OF BEGINNING and containing 6,589 Square Feet of land, situated in Travis County, Texas.

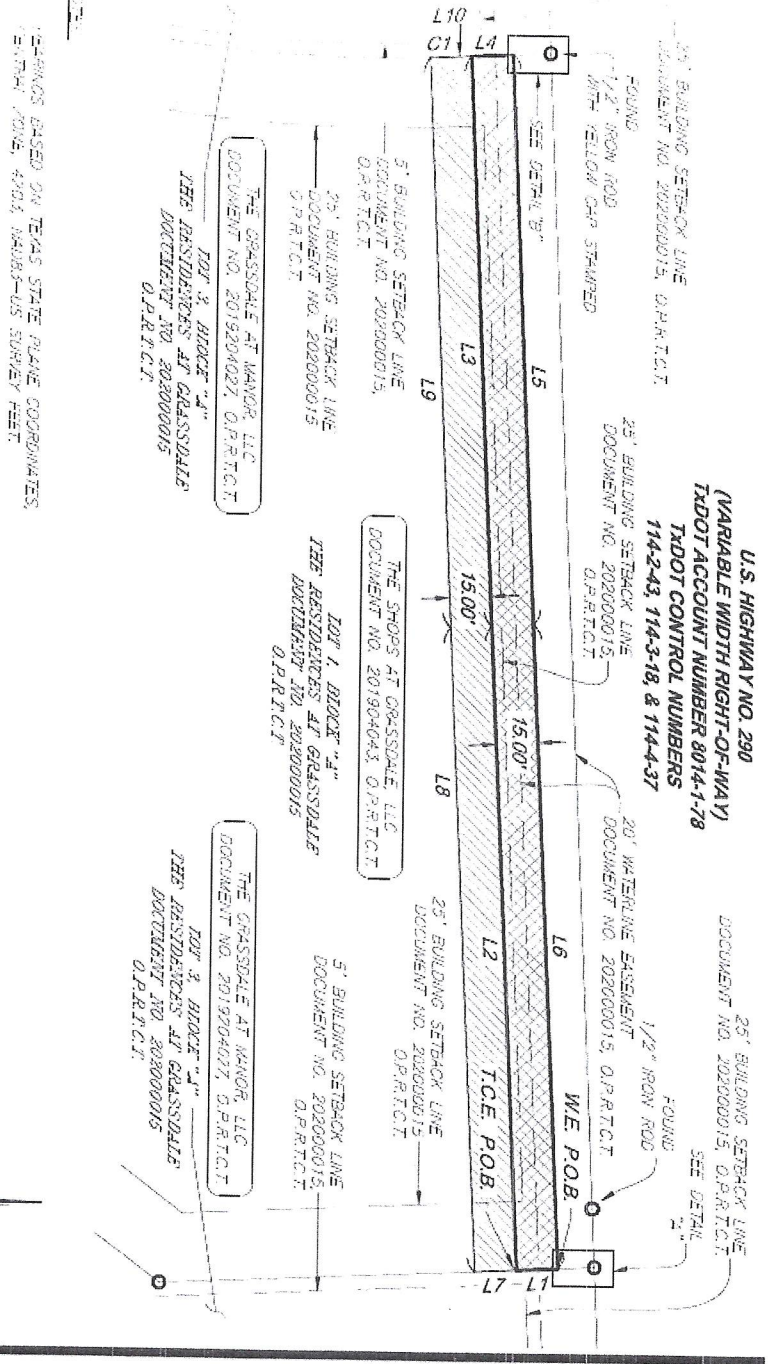
Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



*Scott F. Ammons*

<b>GBA</b> architects engineers 2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 5 1 2 . 6 1 6 . 0 0 5 5 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER	Exhibit "A" <b>WATERLINE EASEMENT</b> MANOR, TRAVIS CO. TX	SHEET NUMBER
	15110.01		2 of 4
	DATE		
	08/28/2023		

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- Denotes W.E.  
6,589 Square Feet
- Denotes T.C.E.  
6,589 Square Feet

- 2,912 Square Feet of Proposed Waterline Easement  
Lies Within Existing Waterline Easement
- 5,274 Square Feet of Proposed Waterline Easement  
Lies Within Existing Building Setback Line

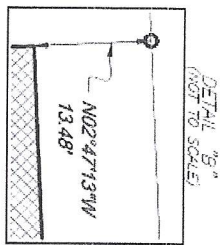
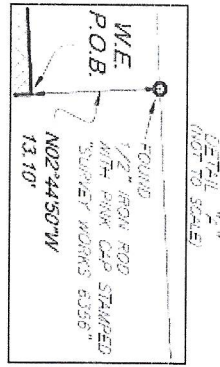
Scale : 1"=50'

**GBA**  
Architects  
Engineers  
2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512-816-0055  
www.gba10am.com  
TAPETS FIRM #13194888

PROJECT NUMBER  
15110.01  
DATE  
08/28/2023

Exhibit "A"  
WATERLINE EASEMENT  
MANOR, TRAVIS CO., TEXAS

SHEET NUMBER  
**3 of 4**



**LEGEND**

○ PROPERTY CORNER FOUND AS NOTED

P.O.B. POINT OF BEGINNING

W.E. WATERLINE EASEMENT

TOE TEMPORARY CONSTRUCTION EASEMENT

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	6.01	518.67	0°39'48"	N 02° 35' 11" W	6.01

Line #	Bearing	Distance
L1	S2° 44' 50"E	15.00
L2	S87° 08' 08"W	233.60
L3	S87° 12' 19"W	205.65
L4	N2° 47' 13"W	15.00
L5	N87° 12' 19"E	205.64
L6	N87° 08' 08"E	233.62
L7	S2° 44' 50"E	15.00
L8	S97° 08' 08"W	233.57
L9	S97° 12' 19"W	205.69
L10	N2° 47' 13"W	8.99

"I do not certify that this real property exhibit was prepared by me or under my direct supervision. This instrument does not warrant that a boundary survey was performed upon the portion shown tract of land.

SCOTT F. AMMONS  
 REGISTERED PUBLIC LAND SURVEYOR NO. 6550  
 STATE OF TEXAS



**GBA**  
 architects  
 engineers

2301 Double Creek Drive  
 Building 1, Suite 110  
 Round Rock, Texas 78664  
 512.816.0053  
 www.gbaonline.com  
 Telephone: 512.816.0053

PROJECT NUMBER  
 15110.01

DATE  
 08/28/2023

Exhibit "A"  
 WATERLINE EASEMENT  
 MANOR, TRAVIS CO., TEXAS

SHEET NUMBER  
**4 of 4**

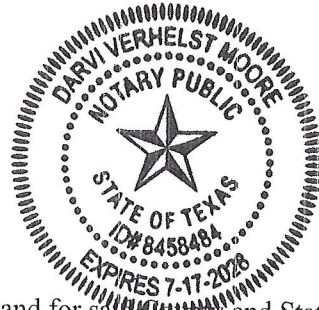
**EXHIBIT B**  
**Waterline Easement and Pipeline Easement**  
**Parcel 9**

\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS

COUNTY OF Dallas

§  
§  
§



**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the 25th day of September 2024, personally appeared Michael Walker, Manager of Pilot and Legacy Opportunity Partners, LLC, a Texas limited liability company, as Manager of The Shops at Grassdale, LLC, a Texas limited liability company, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

THE STATE OF TEXAS

COUNTY OF TRAVIS

§  
§  
§

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024, personally appeared Scott Moore, City Manager, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

Parcel No. 8  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 937563

**AFTER RECORDING RETURN TO:**  
City of Manor  
105 E. Eggleston  
Manor, Texas 78653



WATERLINE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

That, **The Shops at Grassdale, LLC, a Texas limited liability company, ("Grantor")**, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis Counties, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of a water pipeline, facilities, valves, connections therewith, and all necessary appurtenances thereto (the "**Project**"), upon and across all or any portion of the following described property:

A tract of land consisting of 4,399 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibit "A", hereby incorporated by reference and made a part hereof for all purposes, with said 4,399 square foot parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Construction Easement** over that certain 15' wide strip of land abutting the **Permanent Easement** to the south and east, being approximately 4,850 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A, Page 2 of 4", (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** within the **Permanent Easement** or after twelve (12) months from commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement**, whichever date first occurs. **Grantee** shall have the right to utilize any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the **Permanent Easement** and **Temporary Construction Easement** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a water pipeline and appurtenances thereto.

**Grantee** shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

**Grantor** may use the **Permanent Easement** for any and all purposes not inconsistent with the purposes set forth in this Agreement. Specifically, **Grantor** retains the right to place, construct, operate, repair, replace and maintain roadways, driveways, landscaping, fencing, parking, and signage on, in, under, over and across the **Permanent Easement**, so long as such use does not unreasonably interfere with or prevent **Grantee's** use of the **Permanent Easement**. **Grantor** may not, however, use the **Permanent Easement** or **Temporary Workspace Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

**Grantee** shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

**Grantee** agrees that upon completion of construction of the project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **Permanent Easement** and **Temporary Workspace Easement** as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the easements were found immediately before construction began; however, **Grantor** shall not be obligated to replace vegetation other than groundcover.

**Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

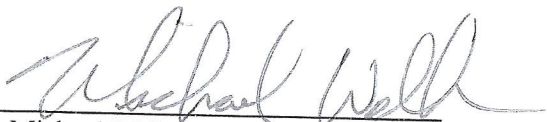
This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public water utility lines, and for making connections therewith.

**GRANTOR:**

The Shops at Grassdale, LLC  
a Texas limited liability company

By: Pilot and Legacy Opportunity Partners, LLC,  
a Texas limited liability company  
its Manager

By:   
Michael Walker, Manager

9-25-24  
Date

**ACCEPTED:**

**GRANTEE: City of Manor, Texas**

\_\_\_\_\_  
By: Scott Moore, City Manager

\_\_\_\_\_  
Date

**EXHIBIT A – EASEMENT AND PROPERTY DESCRIPTION  
PARCEL 9**

G:\15116011\CA9\_32\Bare Drawings\Survey\15116011\300-Grassdale Lot 2-RE-Proposed-Layout-RevNotes - Tussler August 26, 2023.dwg — Copyright 2023, George Biter Assocat

**FIELD NOTES FOR A 4,399 SQUARE FOOT WATERLINE EASEMENT:**

A 4,399 Square Foot Waterline Easement, being a portion of Lot 2, Block "A", The Residences At Grassdale, a plot of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 4,399 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the common line between U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-78 and said Lot 2, from which a found 1/2" iron rod, in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and the a remainder of a called 10,000 Acre tract recorded in Document No. 2022077074, of the Official Public Records of Travis County, Texas, bears N 87° 17' 37" E, with said common line, a distance of 75.40 feet;

**THENCE:** Over and across said Lot 2, the following four (4) courses:

1. S 02° 47' 40" E, a distance of 28.32 feet, to a point for corner;
2. S 87° 24' 12" W, a distance of 273.06 feet, to a point for corner;
3. N 89° 29' 46" W, a distance of 2.24 feet, to a point for corner;
4. S 87° 08' 08" W, a distance of 4.69 feet, to a point in the common line between said Lot 2 and Lot 3, said Block "A", The Residences At Grassdale, for corner;

**THENCE:** N 02° 44' 50" W, with said common line, a distance of 15.00 feet, to a point for corner, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and said Lot 3, bears N 02° 44' 50" W, with said common line, a distance of 12.69 feet;

**THENCE:** Over and across said Lot 2, the following four (4) courses:

1. N 87° 08' 08" E, a distance of 5.10 feet, to a point for corner;
2. S 89° 29' 46" E, a distance of 2.27 feet, to a point for corner;
3. N 87° 24' 12" E, a distance of 257.61 feet, to a point for corner;
4. N 02° 47' 40" W, a distance of 13.29 feet, to a point in the common line of said U.S. 290 and said Lot 2, for corner;

**THENCE:** N 87° 17' 37" E, with said common lines, a distance of 15.00 feet, to the POINT OF BEGINNING and containing 4,399 Square Feet of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.

*Signature*



<b>GBA</b> architects engineers 15116011-11-11	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 5 1 2 . 6 1 6 . 0 0 5 5 www.gbateam.com TBEPLS FIRM #10194406	PROJECT NUMBER 15110.01	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO., TX	SHEET NUMBER 1 of 4
		DATE 08/28/2023		

**FIELD NOTES FOR A 4,850 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:**

A 4,850 Square Foot Temporary Construction Easement, being a portion of Lot 2, Block "A", The Residences At Grassdale, a plot of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 4,850 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the common line between U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-1/B and said Lot 2, from which a found 1/2" iron rod, in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and the a remainder of a called 10,000 Acre tract recorded in Document No. 2022077074, of the Official Public Records of Travis County, Texas, bears N 87° 17' 37" E, with said common line, a distance of 60.40 feet;

**THENCE:** Over and across said Lot 2, the following four (4) courses:

1. S 02° 47' 40" E, a distance of 43.35 feet, to a point for corner;
2. S 87° 24' 12" W, a distance of 288.52 feet, to a point for corner;
3. N 89° 29' 46" W, a distance of 2.20 feet, to a point for corner;
4. S 87° 08' 08" W, a distance of 4.28 feet, to a point in the common line between said Lot 2 and Lot 3, said Block "A", The Residences At Grassdale, for corner;

**THENCE:** N 02° 44' 50" W, with said common line, a distance of 15.00 feet, to a point for corner, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and said Lot 3, bears N 02° 44' 50" W, with said common line, a distance of 27.69 feet;

**THENCE:** Over and across said Lot 2, the following four (4) courses:


1. N 87° 08' 08" E, a distance of 4.69 feet, to a point for corner;
2. S 89° 29' 46" E, a distance of 2.24 feet, to a point for corner;
3. N 87° 24' 12" E, a distance of 273.06 feet, to a point for corner;
4. N 02° 47' 40" W, a distance of 28.32 feet, to a point in the common line of said U.S. 290 and said Lot 2, for corner;

**THENCE:** N 87° 17' 37" E, with said common lines, a distance of 15.00 feet, to the POINT OF BEGINNING and containing 4,850 Square Feet of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.

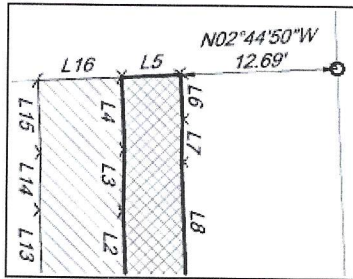


*Signature of Scott F. Ammons*

	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com T&E'S FIRM #10194606	PROJECT NUMBER	Exhibit "A" <b>WATERLINE EASEMENT</b> MANOR, TRAVIS CO., TX	SHEET NUMBER
		DATE		<b>2 of 4</b>
		15110.01	08/28/2023	



DETAIL "A"  
(NOT TO SCALE)



**LEGEND**

- PROPERTY CORNER FOUND AS NOTED
- P.O.B. POINT OF BEGINNING
- W/E WATERLINE EASEMENT
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the herein shown tract of land.

*Scott F. Ammons*

SCOTT F. AMMONS  
REGISTERED PUBLIC LAND SURVEYOR NO. 6550  
STATE OF TEXAS



Line Table		
Line #	Bearing	Distance
L1	S2°47'40"E	28.32
L2	S87°24'12"W	273.06
L3	N89°29'46"W	2.24
L4	S87°08'08"W	4.69
L5	N2°44'50"W	15.00
L6	N87°08'08"E	5.10
L7	S89°29'46"E	2.27
L8	N87°24'12"E	257.61
L9	N2°47'40"W	13.29
L10	N87°17'37"E	15.00
L11	N87°17'37"E	15.00
L12	S2°47'40"E	43.35
L13	S87°24'12"W	288.52
L14	N89°29'46"W	2.20
L15	S87°08'08"W	4.28
L16	N2°44'50"W	15.00

**GBA**  
architects  
engineers

2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512-916-0093  
www.gbaadam.com  
TELEPHONE: 512-916-0093

PROJECT NUMBER  
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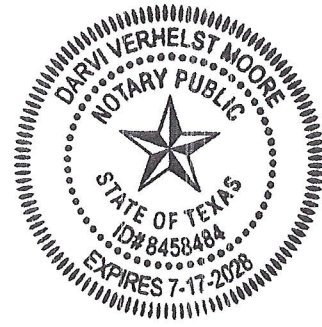
DATE  
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Exhibit "A"  
WATERLINE EASEMENT  
MANOR, TRAVIS CO., TX

SHEET NUMBER  
**4 of 4**

\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS §  
COUNTY OF Dallas §  
§



BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 25th day of September 2024, personally appeared Michael Walker, Manager of Pilot and Legacy Opportunity Partners, LLC, a Texas limited liability company, as Manager of The Shops at Grassdale, LLC, a Texas limited liability company, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

[Signature]  
Notary Public-State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §  
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024, personally appeared Scott Moore, City Manager, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

Parcel No. 9  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 937565

AFTER RECORDING RETURN TO:  
City of Manor  
105 E. Eggleston  
Manor, Texas 78653



AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

---

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a 4,399 square foot Waterline Easement and Temporary Construction Easement.

**BACKGROUND/SUMMARY:**

This 4,399 square foot Waterline Easement and Temporary Construction Easement is one of two easements being granted by The Shops at Grassdale, LLC as part of the negotiated terms of the Donation and Exchange Agreement being considered by the City Council under a separate agenda item. The Donation and Exchange Agreement was obtained by the land acquisition consultant with George Butler & Associates (GBA) as part of the US290 & FM973 waterline project which is a priority project covered by the 2021 Certificate of Obligation bond issuance.

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

- Donation and Exchange Agreement

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve the 4,399 square foot Waterline Easement and Temporary Construction Easement and authorize the City Manager to accept the easement being granted by The Shops at Grassdale, LLC.

**WATERLINE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

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

That, **The Shops at Grassdale, LLC, a Texas limited liability company**, (“**Grantor**”), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis Counties, Texas (“**Grantee**”), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day **GRANTED, SOLD, and CONVEYED** and by these presents does **GRANT, SELL, and CONVEY** unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of a water pipeline, facilities, valves, connections therewith, and all necessary appurtenances thereto (the “**Project**”), upon and across all or any portion of the following described property:

A tract of land consisting of 4,399 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibit “A”, hereby incorporated by reference and made a part hereof for all purposes, with said 4,399 square foot parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Construction Easement** over that certain 15’ wide strip of land abutting the **Permanent Easement** to the south and east, being approximately 4,850 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit “A, Page 2 of 4”, (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed twelve (12) months, commencing upon **Grantee’s** commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement** and terminating upon the earlier of **Grantee’s** completion of the **Project** within the **Permanent Easement** or after twelve (12) months from commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement**, whichever date first occurs. **Grantee** shall have the right to utilize any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the **Permanent Easement** and **Temporary Construction Easement** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a water pipeline and appurtenances thereto.

**Grantee** shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

**Grantor** may use the **Permanent Easement** for any and all purposes not inconsistent with the purposes set forth in this Agreement. Specifically, **Grantor** retains the right to place, construct, operate, repair, replace and maintain roadways, driveways, landscaping, fencing, parking, and signage on, in, under, over and across the **Permanent Easement**, so long as such use does not unreasonably interfere with or prevent **Grantee's** use of the **Permanent Easement**. **Grantor** may not, however, use the **Permanent Easement** or **Temporary Workspace Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

**Grantee** shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

**Grantee** agrees that upon completion of construction of the project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **Permanent Easement** and **Temporary Workspace Easement** as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the easements were found immediately before construction began; however, **Grantor** shall not be obligated to replace vegetation other than groundcover.

**Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public water utility lines, and for making connections therewith.

**GRANTOR:**

The Shops at Grassdale, LLC  
a Texas limited liability company

By: Pilot and Legacy Opportunity Partners, LLC,  
a Texas limited liability company  
its Manager

By:   
Michael Walker, Manager

9-25-24  
Date

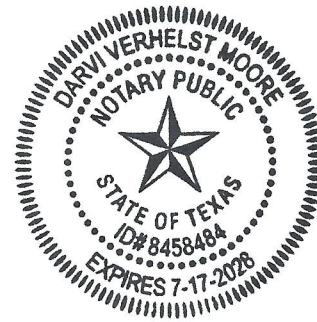
**ACCEPTED:**

**GRANTEE: City of Manor, Texas**

\_\_\_\_\_  
By: Scott Moore, City Manager

\_\_\_\_\_  
Date

\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*



THE STATE OF TEXAS §  
COUNTY OF Dallas §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the 25th day of September 2024, personally appeared Michael Walker, Manager of Pilot and Legacy Opportunity Partners, LLC, a Texas limited liability company, as Manager of The Shops at Grassdale, LLC, a Texas limited liability company, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

[Signature]  
Notary Public-State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024, personally appeared Scott Moore, City Manager, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

Parcel No. 9  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 937565

**AFTER RECORDING RETURN TO:**  
City of Manor  
105 E. Eggleston  
Manor, Texas 78653

**FIELD NOTES FOR A 4,399 SQUARE FOOT WATERLINE EASEMENT:**

A 4,399 Square Foot Waterline Easement, being a portion of Lot 2, Block "A", The Residences At Grassdale, a plat of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 4,399 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the common line between U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-78 and said Lot 2, from which a found 1/2" iron rod, in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and the a remainder of a called 10.000 Acre tract recorded in Document No. 2022077074, of the Official Public Records of Travis County, Texas, bears N 87° 17' 37" E, with said common line, a distance of 75.40 feet;

**THENCE:** Over and across said Lot 2, the following four (4) courses:

1. S 02° 47' 40" E, a distance of 28.32 feet, to a point for corner;
2. S 87° 24' 12" W, a distance of 273.06 feet, to a point for corner;
3. N 89° 29' 46" W, a distance of 2.24 feet, to a point for corner;
4. S 87° 08' 08" W, a distance of 4.69 feet, to a point in the common line between said Lot 2 and Lot 3, said Block "A", The Residences At Grassdale, for corner;

**THENCE:** N 02° 44' 50" W, with said common line, a distance of 15.00 feet, to a point for corner, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and said Lot 3, bears N 02° 44' 50" W, with said common line, a distance of 12.69 feet;

**THENCE:** Over and across said Lot 2, the following four (4) courses:


1. N 87° 08' 08" E, a distance of 5.10 feet, to a point for corner;
2. S 89° 29' 46" E, a distance of 2.27 feet, to a point for corner;
3. N 87° 24' 12" E, a distance of 257.61 feet, to a point for corner;
4. N 02° 47' 40" W, a distance of 13.29 feet, to a point in the common line of said U.S. 290 and said Lot 2, for corner;

**THENCE:** N 87° 17' 37" E, with said common lines, a distance of 15.00 feet, to the POINT OF BEGINNING and containing 4,399 Square Feet of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



*Scott F. Ammons*

 2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com ©George Butler Associates, Inc. 2023 TBPELS FIRM #10194808	PROJECT NUMBER 15110.01	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO., TX	SHEET NUMBER 1 of 4
	DATE 08/28/2023		

**FIELD NOTES FOR A 4,850 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:**

A **4,850 Square Foot Temporary Construction Easement**, being a portion of Lot 2, Block "A", The Residences At Grassdale, a plat of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 4,850 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the common line between U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-78 and said Lot 2, from which a found 1/2" iron rod, in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and the a remainder of a called 10.000 Acre tract recorded in Document No. 2022077074, of the Official Public Records of Travis County, Texas, bears N 87° 17' 37" E, with said common line, a distance of 60.40 feet;

**THENCE:** Over and across said Lot 2, the following four (4) courses:

1. S 02° 47' 40" E, a distance of **43.35 feet**, to a point for corner;
2. S 87° 24' 12" W, a distance of **288.52 feet**, to a point for corner;
3. N 89° 29' 46" W, a distance of **2.20 feet**, to a point for corner;
4. S 87° 08' 08" W, a distance of **4.28 feet**, to a point in the common line between said Lot 2 and Lot 3, said Block "A", The Residences At Grassdale, for corner;

**THENCE:** N 02° 44' 50" W, with said common line, a distance of **15.00 feet**, to a point for corner, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and said Lot 3, bears N 02° 44' 50" W, with said common line, a distance of 27.69 feet;

**THENCE:** Over and across said Lot 2, the following four (4) courses:


1. N 87° 08' 08" E, a distance of **4.69 feet**, to a point for corner;
2. S 89° 29' 46" E, a distance of **2.24 feet**, to a point for corner;
3. N 87° 24' 12" E, a distance of **273.06 feet**, to a point for corner;
4. N 02° 47' 40" W, a distance of **28.32 feet**, to a point in the common line of said U.S. 290 and said Lot 2, for corner;

**THENCE:** N 87° 17' 37" E, with said common lines, a distance of **15.00 feet**, to the **POINT OF BEGINNING** and containing **4,850 Square Feet** of land, situated in Travis County, Texas.

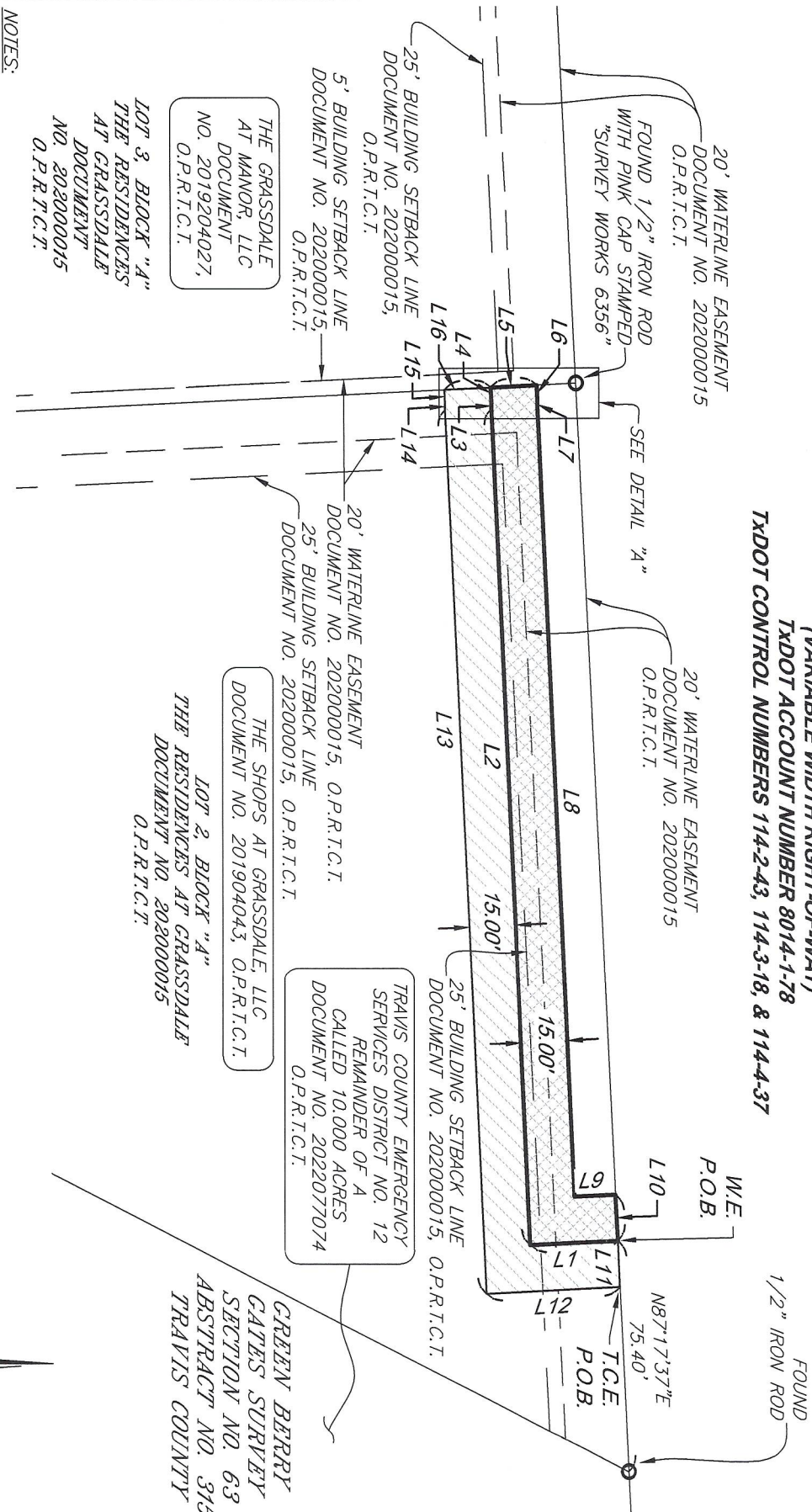
Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



*S.F.A.*





 © George Butler Associates, Inc. 2023	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBP ELS FIRM #10194808	PROJECT NUMBER 15110.01	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO., TX	SHEET NUMBER <b>2 of 4</b>
		DATE 08/28/2023		

U.S. HIGHWAY NO. 290  
 (VARIABLE WIDTH RIGHT-OF-WAY)  
 TXDOT ACCOUNT NUMBER 8014-1-78  
 TXDOT CONTROL NUMBERS 114-2-43, 114-3-18, & 114-4-37



**NOTES:**

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

-  Denotes W.E.
-  4,399 Square Feet
-  Denotes T.C.E.
-  4,850 Square Feet

2,261 Square Feet of Proposed Waterline Easement  
 Lies Within Existing Waterline Easement

3,614 Square Feet of Proposed Waterline Easement  
 Lies Within Existing Building Setback Line

Scale : 1"=50'



THE GRASSDALE  
 AT MANOR, LLC  
 DOCUMENT  
 NO. 2019204027,  
 O.P.R.T.C.T.

LOT 3, BLOCK "A"  
 THE RESIDENCES  
 AT GRASSDALE  
 DOCUMENT  
 NO. 202000015  
 O.P.R.T.C.T.

20' WATERLINE EASEMENT  
 DOCUMENT NO. 202000015, O.P.R.T.C.T.

25' BUILDING SETBACK LINE  
 DOCUMENT NO. 202000015, O.P.R.T.C.T.

THE SHOPS AT GRASSDALE, LLC  
 DOCUMENT NO. 201904043, O.P.R.T.C.T.

LOT 2, BLOCK "A"  
 THE RESIDENCES AT GRASSDALE  
 DOCUMENT NO. 202000015  
 O.P.R.T.C.T.

TRAVIS COUNTY EMERGENCY  
 SERVICES DISTRICT NO. 12  
 REMAINDER OF A  
 CALLED 10.000 ACRES  
 DOCUMENT NO. 2022077074  
 O.P.R.T.C.T.

GREEN BERRY  
 GATES SURVEY  
 SECTION NO. 63  
 ABSTRACT NO. 315  
 TRAVIS COUNTY

**GBA**  
**architects**  
**engineers**

2301 Double Creek Drive  
 Building 1, Suite 110  
 Round Rock, Texas 78664  
 512.616.0055  
 www.gbateam.com  
 TBBELTS FIRM #10194808

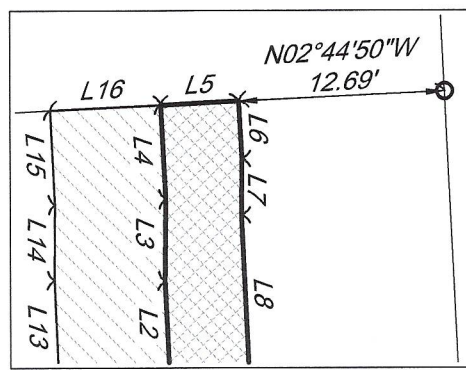
PROJECT NUMBER	15110.01
DATE	08/28/2023

Exhibit "A"  
 WATERLINE EASEMENT  
 MANOR, TRAVIS CO., TX

SHEET NUMBER  
**3 of 4**



DETAIL "A"  
(NOT TO SCALE)



LEGEND

- PROPERTY CORNER FOUND AS NOTED
- P.O.B. POINT OF BEGINNING
- W.E. WATERLINE EASEMENT
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.

*Signature*

SCOTT F. AMMONS  
REGISTERED PUBLIC LAND SURVEYOR NO. 6550  
STATE OF TEXAS



Line Table		
Line #	Bearing	Distance
L1	S2° 47' 40" E	28.32
L2	S87° 24' 12" W	273.06
L3	N89° 29' 46" W	2.24
L4	S87° 08' 08" W	4.69
L5	N2° 44' 50" W	15.00
L6	N87° 08' 08" E	5.10
L7	S89° 29' 46" E	2.27
L8	N87° 24' 12" E	257.61
L9	N2° 47' 40" W	13.29
L10	N87° 17' 37" E	15.00
L11	N87° 17' 37" E	15.00
L12	S2° 47' 40" E	43.35
L13	S87° 24' 12" W	288.52
L14	N89° 29' 46" W	2.20
L15	S87° 08' 08" W	4.28
L16	N2° 44' 50" W	15.00

**GBA**  
architects  
engineers  
2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbateam.com  
George Butler Associates, Inc. 2023 TBPELS FIRM #10194808

PROJECT NUMBER  
15110.01  
DATE  
08/28/2023

Exhibit "A"  
WATERLINE EASEMENT  
MANOR, TRAVIS CO., TX

SHEET NUMBER  
**4 of 4**

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

---

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a 6,589 square foot Waterline Easement and Temporary Construction Easement.

### BACKGROUND/SUMMARY:

This 6,589 square foot Waterline Easement and Temporary Construction Easement is one of two easements being granted by The Shops at Grassdale, LLC as part of the negotiated terms of the Donation and Exchange Agreement being considered by the City Council under a separate agenda item. The Donation and Exchange Agreement was obtained by the land acquisition consultant with George Butler & Associates (GBA) as part of the US290 & FM973 waterline project which is a priority project covered by the 2021 Certificate of Obligation bond issuance.

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

- Donation and Exchange Agreement

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the 6,589 square foot Waterline Easement and Temporary Construction Easement and authorize the City Manager to accept the easement being granted by The Shops at Grassdale, LLC.

---

### WATERLINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS                §  
   §  
COUNTY OF TRAVIS                §

That, **The Shops at Grassdale, LLC, a Texas limited liability company**, (“Grantor”), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis Counties, Texas (“Grantee”), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of a water pipeline, facilities, valves, connections therewith, and all necessary appurtenances thereto (the “Project”), upon and across all or any portion of the following described property:

A tract of land consisting of 6,589 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibit “A”, hereby incorporated by reference and made a part hereof for all purposes, with said 6,589 square foot parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Construction Easement** over that certain 15’ wide strip of land abutting the **Permanent Easement** to the south, being approximately 6,589 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit “A, Page 2 of 4”, (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed twelve (12) months, commencing upon Grantee’s commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement** and terminating upon the earlier of Grantee’s completion of the **Project** within the **Permanent Easement** or after twelve (12) months from commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement**, whichever date first occurs. **Grantee** shall have the right to utilize

any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the **Permanent Easement** and **Temporary Construction Easement** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a water pipeline and appurtenances thereto.

**Grantee** shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

**Grantor** may use the **Permanent Easement** for any and all purposes not inconsistent with the purposes set forth in this Agreement. Specifically, **Grantor** retains the right to place, construct, operate, repair, replace and maintain roadways, driveways, landscaping, fencing, parking, and signage on, in, under, over and across the **Permanent Easement**, so long as such use does not unreasonably interfere with or prevent **Grantee's** use of the **Permanent Easement**. **Grantor** may not, however, use the **Permanent Easement** or **Temporary Workspace Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

**Grantee** shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

**Grantee** agrees that upon completion of construction of the project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **Permanent Easement** and **Temporary Workspace Easement** as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the

easements were found immediately before construction began; however, **Grantor** shall not be obligated to replace vegetation other than groundcover.

**Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public water utility lines, and for making connections therewith.

**GRANTOR:**

The Shops at Grassdale, LLC  
a Texas limited liability company

By: Pilot and Legacy Opportunity Partners, LLC,  
a Texas limited liability company  
Its: Manager

By:   
Michael Walker, Manager

9-25-24  
Date

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

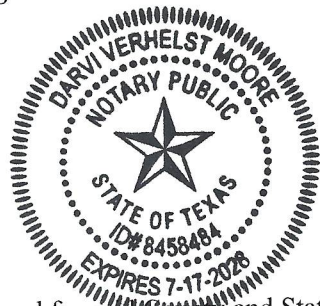
\_\_\_\_\_  
By: Scott Moore, City Manager

\_\_\_\_\_  
Date

Parcel Nos. 8  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 937563

\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS §  
COUNTY OF Dallas §



BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 25th day of September 2024, personally appeared Michael Walker, Manager of Pilot and Legacy Opportunity Partners, LLC, a Texas limited liability company, as Manager of The Shops at Grassdale, LLC, a Texas limited liability company, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024, personally appeared Scott Moore, City Manager, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

Parcel No. 8  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 937563

AFTER RECORDING RETURN TO:  
City of Manor  
105 E. Eggleston  
Manor, Texas 78653

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**BEGINNING** at a point in the east line of said Lot 1, same being a west line of Lot 3, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-78, for a northwest corner of said Lot 3, same being the northeast corner of said Lot 1, bears N 02° 44' 50" W, with the west line of said Lot 3, same being the east line of said Lot 1, a distance of 13.10 feet;

**THENCE: S 02° 44' 50" E**, with a west line of said Lot 3, same being the east line of said Lot 1, a distance of **15.00 feet**, to a point for corner;

**THENCE:** Over and across said Lot 1, the following two (2) courses:

1. **S 87° 08' 08" W**, a distance of **233.60 feet**, to a point for corner;
2. **S 87° 12' 19" W**, a distance of **205.65 feet**, to a point in the west line of said Lot 1, same being an east line of said Lot 3, for corner;

**THENCE: N 02° 47' 13" W**, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of **15.00 feet**, to a point for corner, from which a found 1/2" iron rod with a yellow cap, in the south Right of Way line of said U.S. 290, for the northwest corner of said Lot 1, same being a northeast corner of said Lot 3, bears N 02° 47' 13" W, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of 13.48 feet;

**THENCE:** Over and across said Lot 1, the following two (2) courses:

1. **N 87° 12' 19" E**, a distance of **205.64 feet**, to a point for corner;
2. **N 87° 08' 08" E**, a distance of **233.62 feet**, to the **POINT OF BEGINNING** and containing **6,589 Square Feet** of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



*Handwritten signature of Scott F. Ammons*



2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbateam.com  
TBPELS FIRM #10194808

PROJECT NUMBER  
**15110.01**  
DATE  
**08/28/2023**

Exhibit "A"  
**WATERLINE EASEMENT  
MANOR, TRAVIS CO. TX**

SHEET NUMBER  
**1 of 4**



**FIELD NOTES FOR A 6,589 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:**

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**THENCE:** S 02° 44' 50" E, with a west line of said Lot 3, same being the east line of said Lot 1, a distance of 15.00 feet, to a point for corner;

**THENCE:** Over and across said Lot 1, the following two (2) courses:

1. S 87° 08' 08" W, a distance of 233.57 feet, to a point for corner;
2. S 87° 12' 19" W, a distance of 205.69 feet, to a point in a non-tangent curve to the left in the west line of said Lot 1, same being an east line of said Lot 3, for corner;

**THENCE:** With the west line of said Lot 1, same being an east line of said Lot 3, the following two (2) courses:

1. With a non-tangent curve to the left, having a radius of 518.67 feet, an arc length of 6.01 feet, a delta angle of 0° 39' 48", and a chord that bears N 02° 35' 11" W, a distance of 6.01 feet, to a point for corner;
2. N 02° 47' 13" W, a distance of 8.99 feet, to a point for corner, from which a found 1/2" iron rod with a yellow cap, in the south Right of Way line of said U.S. 290, for the northwest corner of said Lot 1, same being a northeast corner of said Lot 3, bears N 02° 47' 13" W, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of 28.48 feet;


**THENCE:** Over and across said Lot 1, the following two (2) courses:

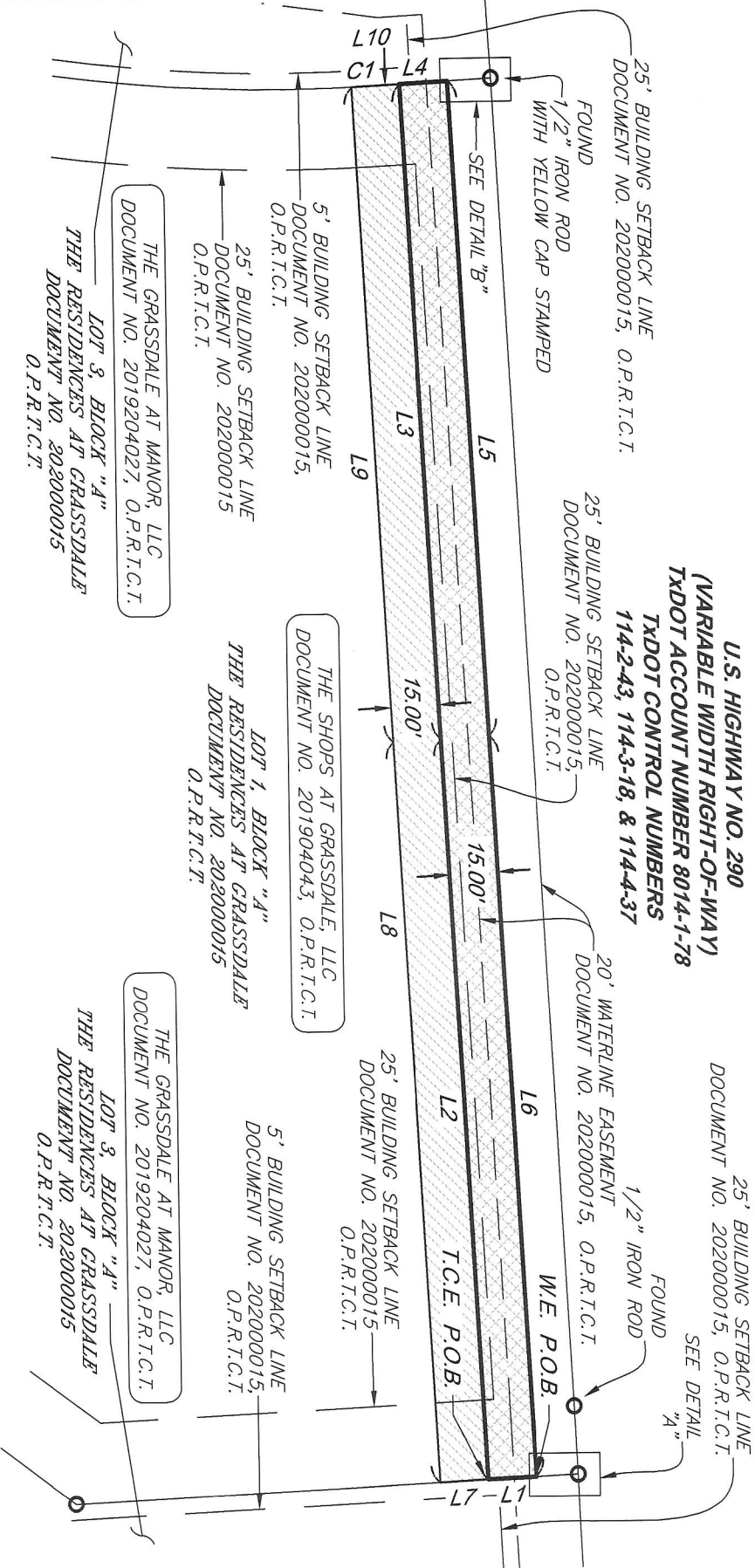
1. N 87° 12' 19" E, a distance of 205.65 feet, to a point for corner;
2. N 87° 08' 08" E, a distance of 233.60 feet, to the **POINT OF BEGINNING** and containing 6,589 Square Feet of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



*Handwritten signature of Scott F. Ammons*

 <p>2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 5 1 2 . 6 1 6 . 0 0 5 5 www.gbateam.com ©George Butler Associates, Inc. 2023 TBPELS FIRM #10194808</p>	<p>PROJECT NUMBER 15110.01</p>	<p>Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO. TX</p>	<p>SHEET NUMBER 2 of 4</p>
	<p>DATE 08/28/2023</p>		



NOTES:

1. BEARINGS BASED ON TEXAS STATE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

- Denotes W.E. 6,589 Square Feet
- Denotes T.C.E. 6,589 Square Feet

- 2,912 Square Feet of Proposed Waterline Easement Lies Within Existing Waterline Easement
- 5,274 Square Feet of Proposed Waterline Easement Lies Within Existing Building Setback Line

Scale : 1"=50'



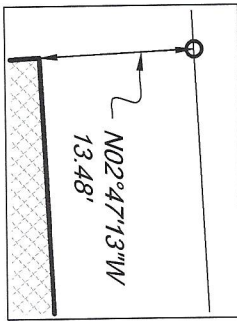
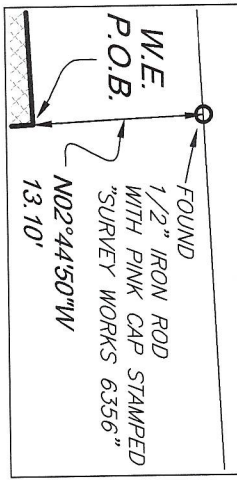
**GBA**  
architects  
engineers

2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbateam.com  
George Butler Associates, Inc. 2023 TBPETS FIRM #10194808

PROJECT NUMBER	15110.01
DATE	08/28/2023

Exhibit "A"  
WATERLINE EASEMENT  
MANOR, TRAVIS CO., TEXAS

SHEET NUMBER  
**3 of 4**



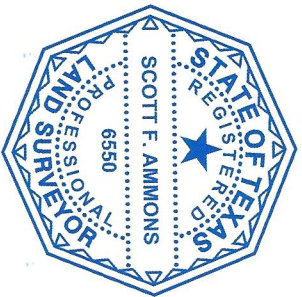
**LEGEND**

- PROPERTY CORNER FOUND AS NOTED
- P.O.B. POINT OF BEGINNING
- W.E. WATERLINE EASEMENT
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.

*Scott F. Ammons*

SCOTT F. AMMONS  
REGISTERED PUBLIC LAND SURVEYOR NO. 6550  
STATE OF TEXAS



**Curve Table**

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	6.01	518.67	0°39'48"	N02°35'11"W	6.01

**Line Table**

Line #	Bearing	Distance
L1	S2°44'50"E	15.00
L2	S87°08'08"W	233.60
L3	S87°12'19"W	205.65
L4	N2°47'13"W	15.00
L5	N87°12'19"E	205.64
L6	N87°08'08"E	233.62
L7	S2°44'50"E	15.00
L8	S87°08'08"W	233.57
L9	S87°12'19"W	205.69
L10	N2°47'13"W	8.99

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PROJECT NUMBER  
15110.01

DATE  
08/28/2023

*Exhibit "A"*

**WATERLINE EASEMENT**  
MANOR, TRAVIS CO., TEXAS

SHEET NUMBER  
**4 of 4**

AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Michael Burrell, Interim Development Services Director  
**DEPARTMENT:** Development Services

---

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Development Agreement Establishing Development Standards for the Boyce PJT Development (101 Boyce Street).

**BACKGROUND/SUMMARY:**

This development agreement is for one tract of land located at 101 Boyce Street owned by Jiwon Jung for a mixed-use development which is part of a larger development known as the Boyce PJT Development consisting of three additional tracts of land and two property owners, Jiwon Jung and Build Block, Inc. The tracts that make up the Boyce PJT Development have their own separate development agreement due to ownership and as requested by property owner, Jiwon Jung to allow for an assignment of development rights if the property is sold. Both owners consent to have one development covered by three separate development agreements.

The development agreement contemplates entering into a 380 agreement and includes provisions for concurrent subdivision review, building standards, sidewalk connectivity, assignment approval if owner sells the property to TX Zone LLC; and modified parking requirements, cut/fill, and landscaping and irrigation placement.

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

- Development Agreement

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve the Development Agreement Establishing Development Standards for the Boyce PJT Development (101 Boyce Street).

**DEVELOPMENT AGREEMENT  
ESTABLISHING DEVELOPMENT STANDARDS  
FOR THE BOYCE PJT DEVELOPMENT  
(101 Boyce Street)**

THIS DEVELOPMENT AGREEMENT ESTABLISHING DEVELOPMENT STANDARDS FOR THE BOYCE PJT DEVELOPMENT (101 Boyce Street) (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between JIWON JUNG, an individual (including its successors and assigns, the “Owner”), and the **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “City”). Jiwon Jung and Build Block, Inc., a Delaware corporation (collectively, the “Tract Owners”) hereby consent to this Agreement for the limited purposes described herein. The City and Owner are herein sometimes referred to as a “Party” and collectively as the “Parties.”

**RECITALS:**

A. Owner owns a tract of land located in Travis County, Texas, being more particularly described as Tract 1 in Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property”). Owner plans to develop and improve, in one or more phases, the Property as a mixed-use development which is part of a larger development consisting of three additional tracts described in Exhibit “A-1” (collectively, the “Boyce PJT Development”) owned by Owner and the Tract Owners as conceptually shown in Exhibit “B” (the “Project”).

B. Owner, the City and Tract Owners agree that the Boyce PJT Development will be developed as one Project under three separate development agreements and the Tract Owners by executing this Agreement consent to the Boyce PJT Development being developed as one Project.

C. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Code of Ordinances.

D. The Parties desire to establish certain standards, restrictions, and commitments to be imposed and made in connection with the development of the Property for a period of years as provided in this Agreement.

**AGREEMENT:**

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

ARTICLE I  
INCORPORATION OF RECITALS; TERM

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

1.2 Term.

(a) The term of this Agreement shall commence on the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate on the later of (i) five (5) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Project.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect as of the Effective Date until the termination date, provided that the City may terminate this Agreement in accordance with Section 7.2.

## ARTICLE II BENEFITS; SEQUENCE OF EVENTS

2.2. General Benefits. Owner 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. Owner 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; and (c) the reimbursements granted in the Ch. 380 Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of expanding its property and sales tax base.

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

- (a) Approval of this Agreement;
- (b) Approval of the Chapter 380 Agreement; and
- (c) Submittal and concurrent review of concept plan, preliminary plat, final plat and subdivision construction plans for the Property.

## ARTICLE III OBLIGATIONS AND CONDITIONS

3.1. City's Obligations. The City will reasonably cooperate with Owner and use its best efforts, in good faith, to:

- (a) Complete City staff review and schedule for approval the concept plan, preliminary plats, final plats, and construction plans for the Project, subject to the Owner timely submitting applications and responding to comments, as further described and agreed to in Section 4.6; and
- (b) Enter into the Chapter 380 Agreement to assist in the reimbursement of various costs to be incurred by Owner in its development of the Project.

3.2. Owner's Obligations. The Owner shall:

- (a) Use its best efforts, in good faith, to submit the concept plan, preliminary plats, final plats, and construction plan applications, as may be required, to the City and respond to City comments;
- (b) Enter into the Chapter 380 Agreement and provide the City with information needed to evaluate the proposed Chapter 380 incentives;
- (c) Develop the Property and construct all infrastructure required for the proposed uses in compliance with the Applicable Rules according to Exhibit "C";
- (d) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Owner, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time; and
- (e) Pay to the City the reasonable costs and expenses incurred by the City for legal and engineering services in connection with the negotiation and implementation of this Agreement and the Chapter 380 Agreement.

ARTICLE IV  
DEVELOPMENT OF THE PROPERTY

4.1. Applicable Rules.

- (a) The Property shall be developed in compliance with the Applicable Rules and this Agreement, as it may be amended from time to time, and good engineering practices.
- (b) If there is any conflict between the Project Approvals (as defined herein) and the City Development Rules (as defined herein), the Project Approvals shall prevail. If there is a conflict between this Agreement and the City Rules, this Agreement shall prevail, except that this Agreement does not supersede any City Charter provisions.
- (c) For the purpose of establishing development standards for the Property, the following definitions, shall apply:
  - (i) "Applicable Rules" means the City Rules 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.
  - (ii) "City Rules" means the City's Charter, ordinances, rules, and regulations (including the City Development Rules).
  - (iii) "City Development Rules" means ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction that apply to the Property, and that are in effect on the Effective Date, as modified by the Code Modifications attached hereto as Exhibit "C", with amendments to such regulations

applicable to the Property under Chapter 245, Texas Local Government Code and as provided herein.

(iv) “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 Property, including the plat approval, site development plans, and building permits.

4.2. Phased Development. The Project may be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently. Owner agrees that utilities including water, wastewater, and drainage will be constructed in the first phase for the Project.

4.3. Zoning. Zoning of the Property, if any, 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 (or such applicable portion thereof) to be developed in accordance with terms and conditions of this Agreement.

4.4. Masonry and Design Requirements. “Architectural Standards,” Chapter 14, Article 14.02, Division 6, Code of Ordinances, including masonry requirements, shall apply to the structures located on the Property, as may be modified by this Agreement.

4.5. Land Use/Regulations. All development within the Property shall generally comply with: (a) the City Code, unless otherwise stipulated or modified herein or listed on Exhibit “C” attached hereto; and (b) the terms and conditions of this Agreement, including any Exhibits attached hereto.

4.6. Timing of Platting. The Owner agrees to waive the submission requirements of the City’s ordinances and subdivision regulations, and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Owner and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City’s ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City’s ordinances and subdivision regulations.

4.7. Outdoor Lighting. Article 15.05, Code of Ordinances shall apply to the Property, as may be modified by this Agreement.

4.8. Sidewalk Connectivity. The Owner agrees to provide curb cuts to allow for sidewalk connectivity through the alleys adjacent to the Property.

ARTICLE V  
[INTENTIONALLY DELETED]



ARTICLE VI  
AUTHORITY; COVENANTS; PROPERTY RIGHTS

6.1. Powers.

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

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

ARTICLE VII  
GENERAL PROVISIONS

7.1. Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.2. Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the thirty (30) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than ninety (90) days. In the event of default,

the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the standards in Article IV. The City may terminate this Agreement if the Owner fails to cure a default within the period required by this Section.

7.3. Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

7.4. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed by registered or certified mail, return receipt requested, or personally delivered to an officer of the receiving party at the following addresses:

If to the City:

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

with a copy to:

The Knight Law Firm, LLP  
Attn: Paige H. Saenz/Veronica Rivera  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

If to the Owner:

Jiwon Jung  
204 W 31st Street  
Austin, Texas 78075

with a copy to:

Jiwon Jung  
527 Molino Street, Unit 101  
Los Angeles, CA 90013

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, an authorized officer of the City or the Owner, as the case may be.

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

7.6. Reservation of Rights. To the extent not inconsistent with this Agreement, each

party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

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

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

7.9. Force Majeure.

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

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

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

7.10. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable, and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action against the City Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement.

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

7.12. 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.

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

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

7.15. Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

7.16. Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall be limited as provided in Section 1.2(a) and shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except the design and land use regulations contained in Article IV and as otherwise expressly set forth in this Agreement.

7.17. Assignment.

(a) This Agreement and the rights and obligations of Owner hereunder may be assigned

by Owner to an affiliate of Owner without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder. If either Owner assigns this Agreement and its obligations and rights under this Agreement to an affiliate or related entity, the Owner will be released on the date of the assignment from any further obligations under this Agreement provided the City is given notice of the assignment within thirty (30) days after the assignment is made by Owner.

(b) The assignment of this Agreement or of Owner’s interests, rights or duties in this Agreement to any one (1) or more purchasers of all or part of the Property that is not an affiliate or related entity of Owner must first be approved and consented to by the City Council of the City (the “City Council”), which consent shall not be unreasonably withheld or delayed provided such party agrees in writing to assume all of Owner's duties, obligations, and liabilities so assigned hereunder. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner’s release from its obligations under this Agreement.

(c) Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

(d) Notwithstanding subparagraphs (a) and (b) above, the City Council hereby agrees and approves Owner assigning this Agreement to TX Zone, LLC, a Texas limited liability company with respect to all of the Property, so long as the Owner assigns this Agreement in writing and provides the City Manager thirty (30) day’s prior written notice of any such assignment. Upon receipt of the executed assignment between Owner and TX Zone, LLC by the City Manager, the Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement.

(e) Throughout the term provided in Section 1.2(a), the mere conveyance or sale of a lot or any portion of the Property without a written assignment of the rights of the Owner shall not constitute an assignment or transfer of the rights or obligations of Owner hereunder that would necessitate obtaining the consent of the City Council, as provided above.

7.18. Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.19. Applicable Law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of

Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Travis County, Texas or the United States District Court for the Western District of Texas.

7.20. Entire Agreement. This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.21. No Waiver of City Standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Owner with respect to City Rules.

7.22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.23. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

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

7.25. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, the Owner represent that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

7.26. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

7.27. Anti-Boycott Verification – Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt

obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

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

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

Exhibit A – Property Description  
 Exhibit B – Development Plan  
 Exhibit C – Code Modifications  
 Exhibit D – Form of License Agreement

*[Signature pages follow]*

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

**CITY:**

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

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**Attest:**

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

**THE STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas



**OWNER:**

\_\_\_\_\_  
**JIWON JUNG**

**THE STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Jiwon Jung, an individual.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**CONSENTING PARTY**

Jiwon Jung, owner of Tract 3, hereby consents to this Agreement solely for the purpose of agreeing to the applicable terms and obligations outlined in this Agreement.

**TRACT OWNER:**

\_\_\_\_\_  
**JIWON JUNG**

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Jiwon Jung, an individual.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**CONSENTING PARTY**

Build Block, Inc., owner of Tracts 2 and 4, hereby consents to this Agreement solely for the purpose of agreeing to the applicable terms and obligations outlined in this Agreement.

**TRACT OWNER:**

Build Block Inc.,  
a Delaware corporation

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

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

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

**THE STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of Build Block Inc., a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

EXHIBIT "A"

PROPERTY DESCRIPTION

Tract 1: Lots 4 & 5, Block 43, Town of Manor, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.

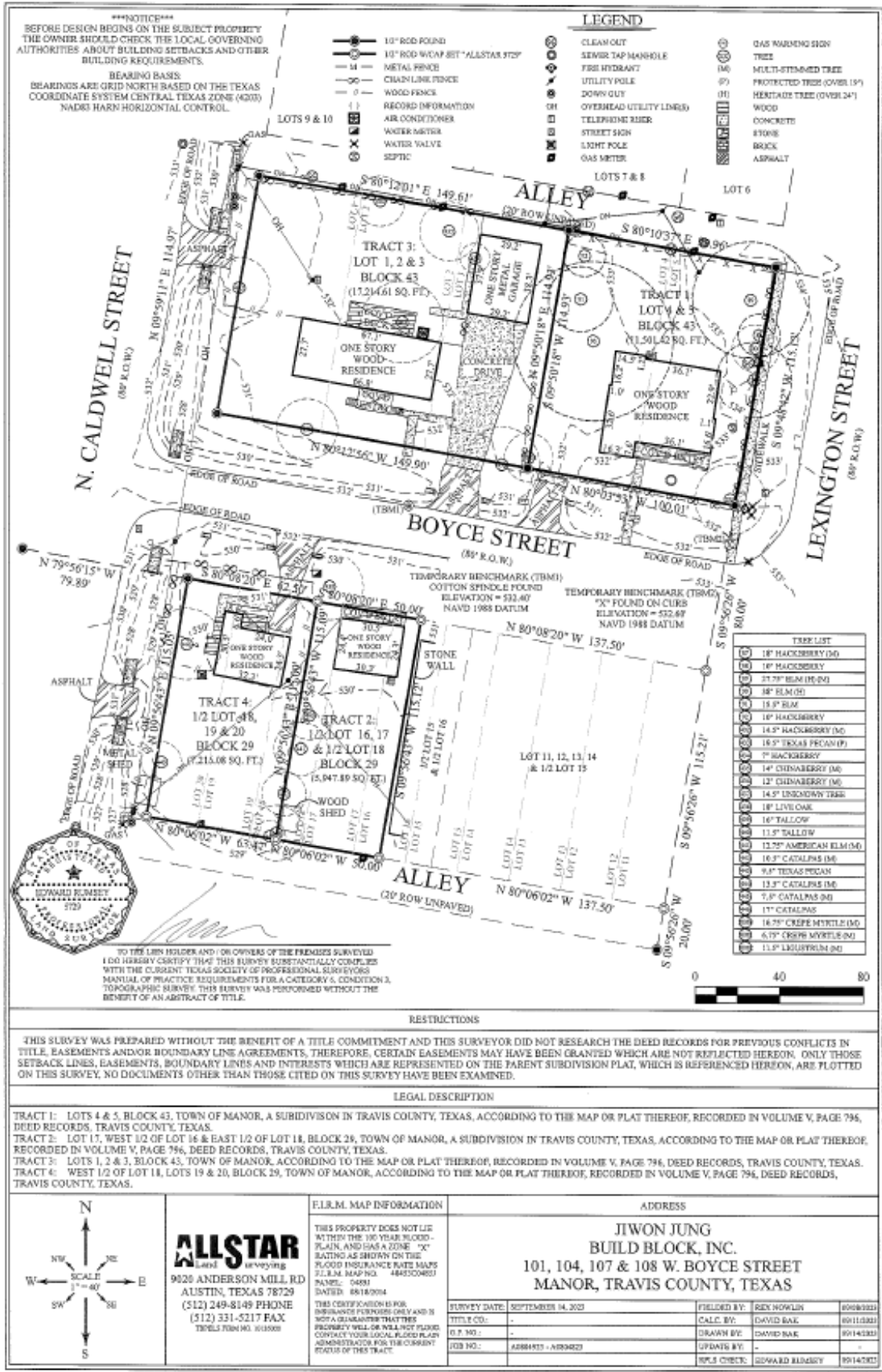


EXHIBIT "A-1"

- Tract 2: Lot 17, West ½ of Lot 16 & East ½ of Lot 18, Block 29, Town of Manor, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.
- Tract 3: Lots 1, 2 & 3, Block 43, Town of Manor, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.
- Tract 4: West ½ of Lot 18, Lots 19 & 20, Block 29, Town of Manor, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.

# EXHIBIT "B"

## DEVELOPMENT PLAN

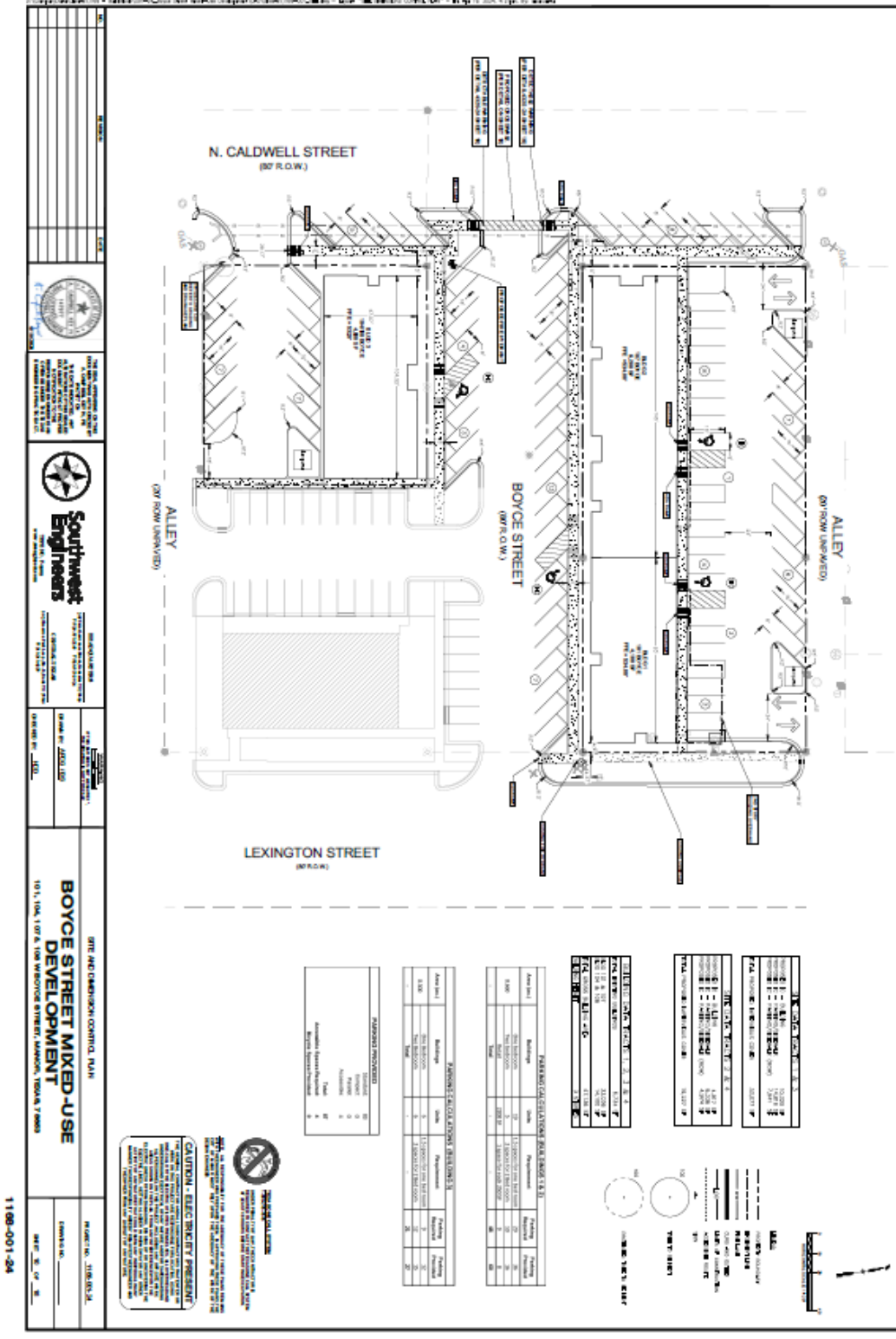


EXHIBIT "C"CODE MODIFICATIONS

- Cut/Fill: there shall be no restriction to the amount of cut/fill required to develop the Property
- Parking ratio: shall be one space for each 350 square feet of retail use; and one space for each 250 square feet GFA of restaurant use
- Shared Parking: shall be permitted between 101 and 107 W. Boyce tracts in accordance with the site development plan submitted
- Landscaping and Irrigation Placement: the City shall allow the Owner to place the trees, shrubs, and irrigation required to be located on the Property to be planted in the City right-of-way through a license agreement similar to the form attached hereto as Exhibit "D" provided that the Owner maintains and replaces the trees planted in the City's right-of-way



Exhibit “D”  
Form of License Agreement

**CITY OF MANOR  
LICENSE AGREEMENT**

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

**RECITALS:**

**WHEREAS**, The Manor Town Subdivision contains publicly-owned right-of-way land; and

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

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

**I. RECITALS**

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

**II. PURPOSE OF LICENSE AGREEMENT**

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

Construction, improvement, installation and maintenance of \_\_\_\_\_ located at the Manor Town Subdivision, as more particularly shown and described in Exhibit “A” attached hereto (the “Improvements”).

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

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

2.03. Licensee agrees that: (a) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) that all construction and

installation of the Improvements will be completed in a timely manner without delay; (c) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

### **III. FEE**

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

### **IV. CITY'S RIGHTS TO LICENSED PROPERTY**

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

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

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

### **V. INSURANCE**

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within sixty (60) days of the Effective Date of this Agreement.

5.02. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All

insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, nonrenewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within thirty (30) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

## VI. INDEMNIFICATION

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

## VII. CONDITIONS

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

7.02. Maintenance. Licensee shall maintain the Licensed Property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

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

7.04. **Default.** In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have sixty (60) 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 sixty (60) day period, the City may terminate this license.

City:

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

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

Licensee:  
Jiwon Jung  
204 W 31st Street  
Austin, Texas 78705

with a copy to:  
Jiwon Jung  
527 Molino Street, Unit 101  
Los Angeles, CA 90013

7.05. **Remedies.** The Licensee agrees that in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

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

## **VIII. COMMENCEMENT AND TERMINATION**

8.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise

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

## **XI. TERMINATION**

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

- a. The licensed Improvements, or a portion of them, interfere with the City's right-of-way;
- b. Use of the right-of-way area becomes necessary for a public purpose;
- c. The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;
- d. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- e. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

## **X. EMINENT DOMAIN**

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

## **XI. INTERPRETATION**

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

## **XII. APPLICATION OF LAW**

12.01. This Agreement shall be governed by the laws of the State of Texas. If the final judgment

of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

**XIII. VENUE**

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

**XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT**

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

**XV. ASSIGNMENT**

15.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

**XVI. POWER AND AUTHORITY**

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

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

*[signature pages follow]*





ACCEPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY:  
CITY OF MANOR

\_\_\_\_\_  
Scott Moore, City Manager

ATTEST:

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

Name: Lluvia T. Almaraz

Title: City Secretary

STATE OF TEXAS       §

§

COUNTY OF TRAVIS    §

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

\_\_\_\_\_  
Notary Public, State of Texas

LICENSEE:

\_\_\_\_\_

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

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

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

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

**Exhibit "A"**  
**Licensed Property and Improvements**  
**[attachments follow this page]**

# **Boyce Street Project**

101, 107, 104, 108 W Boyce St,  
Manor, TX 78653











**OWNER:** JIWON JUNG  
101 W. BOYCE STREET  
MANOR, TEXAS 78653

**ACREAGE:** 41,662.98 SQ. FT. - 0.96 ACRES  
**NUMBER OF BLOCKS:** 2  
**NUMBER OF LOTS:** 3

**SUBMITTAL DATE:** 02/22/2024  
**DATE OF REVISION:** -

**SURVEYOR:** ALL STAR LAND SURVEYING - FIRM: 10135000  
9020 ANDERSON MILL ROAD, AUSTIN, TEXAS 78729  
(512) 249-8149 REF# A0204024

**ENGINEER:** SOUTHWEST ENGINEERS, INC.  
FIRM # F-1909  
2631 GATTIS SCHOOL RD., BLDG. 2, STE. 270  
ROUND ROCK, TEXAS 78664

**PROJECT DATUM:** NORTH AMERICAN DATUM 1983 (NAD 83)  
PROJECTION: TEXAS STATE PLANE -  
CENTRAL ZONE (4203)  
UNITS: US SURVEY FEET

# AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29 TOWN OF MANOR

- LEGEND**
- 1/2" ROD FOUND
  - 1/2" ROD W/CAP SET "ALLSTAR 5729"
  - COTTON GIN SPINDLE FOUND
  - "X" SCRIBE FOUND IN CONC.
  - RECORD INFORMATION
  - PROPOSED SIDEWALK
  - BUILDING SETBACK LINES
  - PUBLIC UTILITY ESMT
  - SIDEWALK ESMT

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIWON JUNG, BEING THE OWNER OF 0.96 ACRE OF LAND, MORE OR LESS, OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, BEING CONVEYED TO ME IN WARRANTY DEED RECORDED IN DOCUMENT NO(S). 2021131120, 2021121545, 2021184718 & 2023050595, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY PLAT SAID 1 ACRES, PURSUANT TO CHAPTER 212 & 232 OF THE TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

"AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29, TOWN OF MANOR"

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

JIWON JUNG  
101 W BOYCE STREET  
MANOR, TEXAS 78653

STATE OF TEXAS  
COUNTY OF TRAVIS

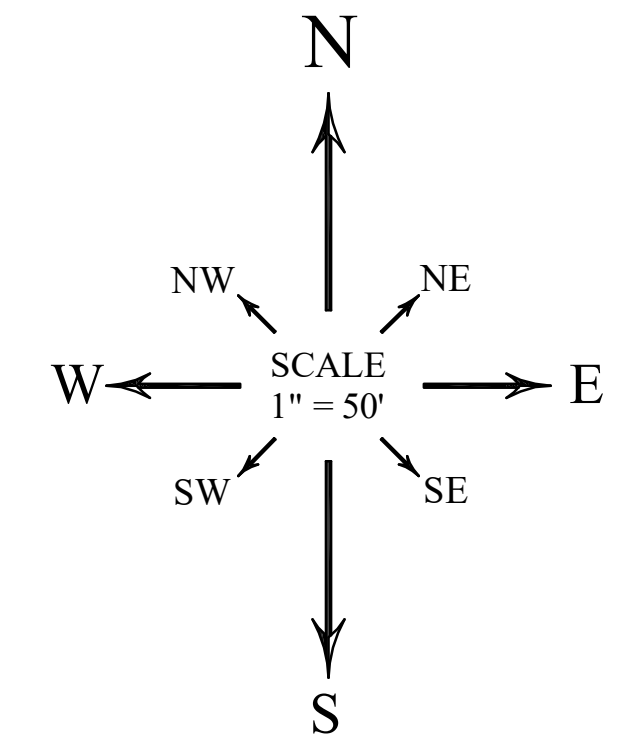
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JIWON JUNG, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME MY COMMISSION EXPIRES

- NOTES:
- 1) WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY THE CITY OF MANOR.
  - 2) ALL PRIVATE STREET RIGHTS-OF-WAY ARE ALSO DRAINAGE EASEMENTS AND PUBLIC UTILITY EASEMENTS. A VARIANCE HAS BEEN REQUESTED FOR DRAINAGE.
  - 3) PUBLIC SIDEWALKS SHALL BE CONSTRUCTED WITHIN THE FOLLOWING RIGHTS-OF-WAY: BOYCE STREET, N. CALDWELL STREET & LEXINGTON STREET
  - 4) A FRONT AND STREETSIDE YARD SETBACK TO BE FIVE (5') FOOT, AND REAR, AND EXTERIOR SIDE SETBACK AND REAR SETBACK FOLLOWS THE STANDARDS. A VARIANCE HAS BEEN REQUESTED FOR SETBACKS.
  - 5) LOTS 5A, 1A AND 20A ARE EXEMPT FROM DETENTION REQUIREMENTS.
  - 6) BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE CITY OF MANOR REGULATIONS AT THE TIME OF THE BUILDING PERMIT APPLICATION. A VARIANCE HAS BEEN REQUESTED FOR SETBACKS.
  - 7) ZONING FOR THIS SUBDIVISION IS (DB) DISTRICT.
  - 8) THE PROPOSED USE OF THIS SUBDIVISION IS DOWNTOWN BUSINESS.
  - 9) PERFORMANCE AND MAINTENANCE GUARANTEES AS REQUIRED BY THE CITY.
  - 10) THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
  - 11) PROPERTY OWNERS OF THE LOTS ON WHICH THE (INSERT EASEMENT TYPE) EASEMENTS ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
  - 12) A 5' PUBLIC UTILITY AND SIDEWALK EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
  - 13) PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
  - 14) DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
  - 15) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
  - 16) NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH THREE EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
  - 17) ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
  - 18) EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CONTROL MANUAL.
  - 19) ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
  - 20) PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
  - 21) ANY STRUCTURE CONSTRUCTED WITHIN THE 10' BUILDING SETBACK LINE ALONG THE EAST SIDE OF LOT 20A, BLOCK 29, HAS TO MEET THE ADOPTED FIRE AND BUILDING CODES IN ORDER TO ENCROACH.



GRAPHIC SCALE

BEARING BASIS:  
BEARINGS ARE GRID NORTH BASED ON THE TEXAS COORDINATE SYSTEM  
CENTRAL TEXAS ZONE (4203) NAD83 HARN HORIZONTAL CONTROL.

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE THE 3RD DAY OF JUNE, 2024.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 20\_\_ A.D.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
FELIZ PAIZ, CHAIRPERSON LULVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 20\_\_ A.D.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
DR. CHRISTOPHER HARVEY, MAYOR OF THE CITY OF MANOR, TEXAS LULVIA T. ALMARAZ, CITY SECRETARY

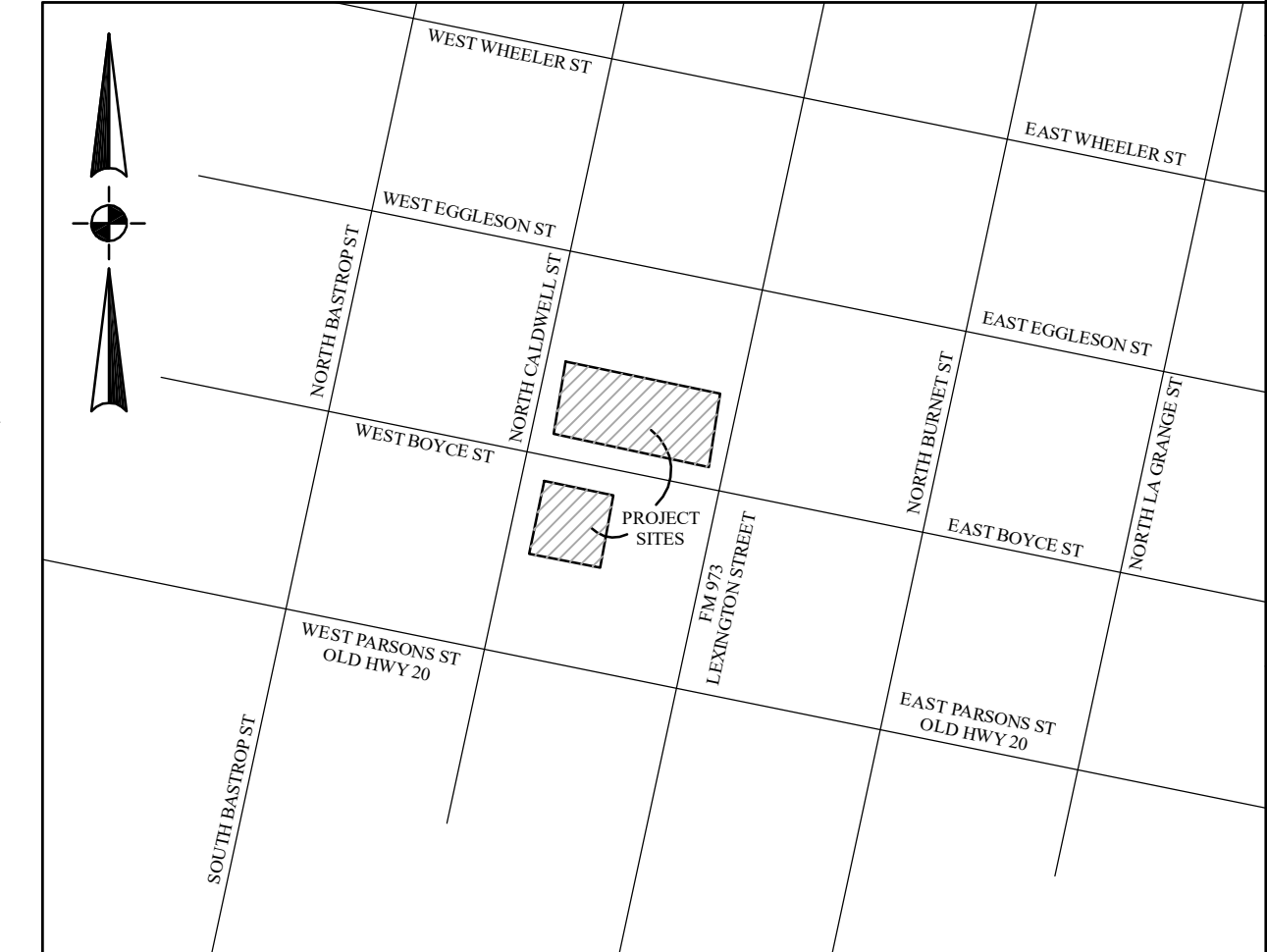
STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

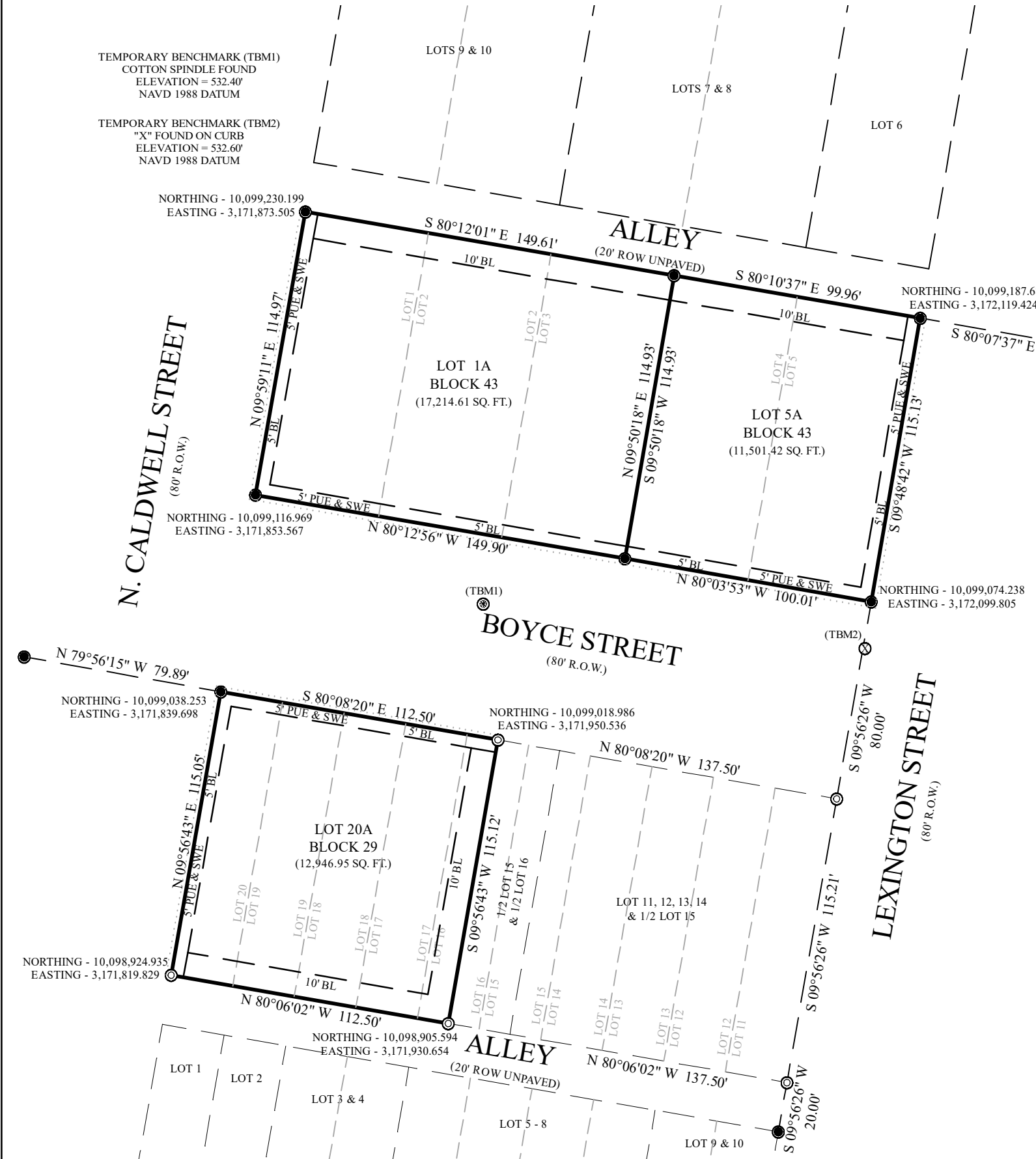
I, DYANA LIMON-MERCADO, COUNTY CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, UNDER DOCUMENT NUMBER \_\_\_\_\_ FILED FOR RECORD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

DYANA LIMON-MERCADO  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

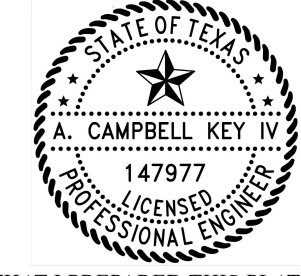


\*\* VICINITY MAP \*\*  
APPROX. 1" = 2000'



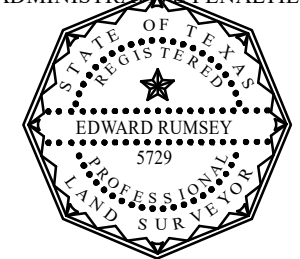
I, CAMPBELL KEY, I.V., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE CITY OF MANOR LAND DEVELOPMENT CODE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

CAMPBELL KEY, I.V., P.E.  
LICENSE NO. 147977  
SOUTHWEST ENGINEERS FIRM # F-1909  
2631 GATTIS SCHOOL RD., BLDG. 2, STE. 270  
ROUND ROCK, TEXAS 78664



I, EDWARD C. RUMSEY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT ALL CORNERS MONUMENTS SHOWN THEREON, WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE TRAVIS COUNTY, TEXAS CODES AND ORDINANCES, INCLUDING SECTION 131.25(e), AND CHAPTER 482 OF THE TRAVIS COUNTY, CODE, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN OR DESCRIBED HEREON. I HEREBY ACKNOWLEDGE THAT ANY MISREPRESENTATION REGARDING THIS CERTIFICATION CONSTITUTES A VIOLATION OF THE ACT AND MY RESULT IN CRIMINAL, CIVIL, AND/OR ADMINISTRATIVE PENALTIES AGAINST ME AS AUTHORIZED BY THE ACT.

EDWARD C. RUMSEY R.P.L.S. # 5729  
REF# A0204024

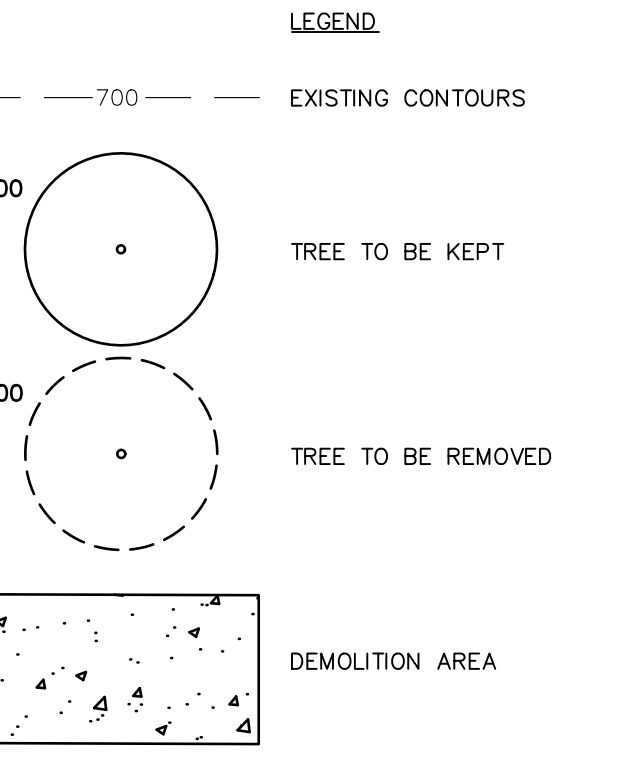
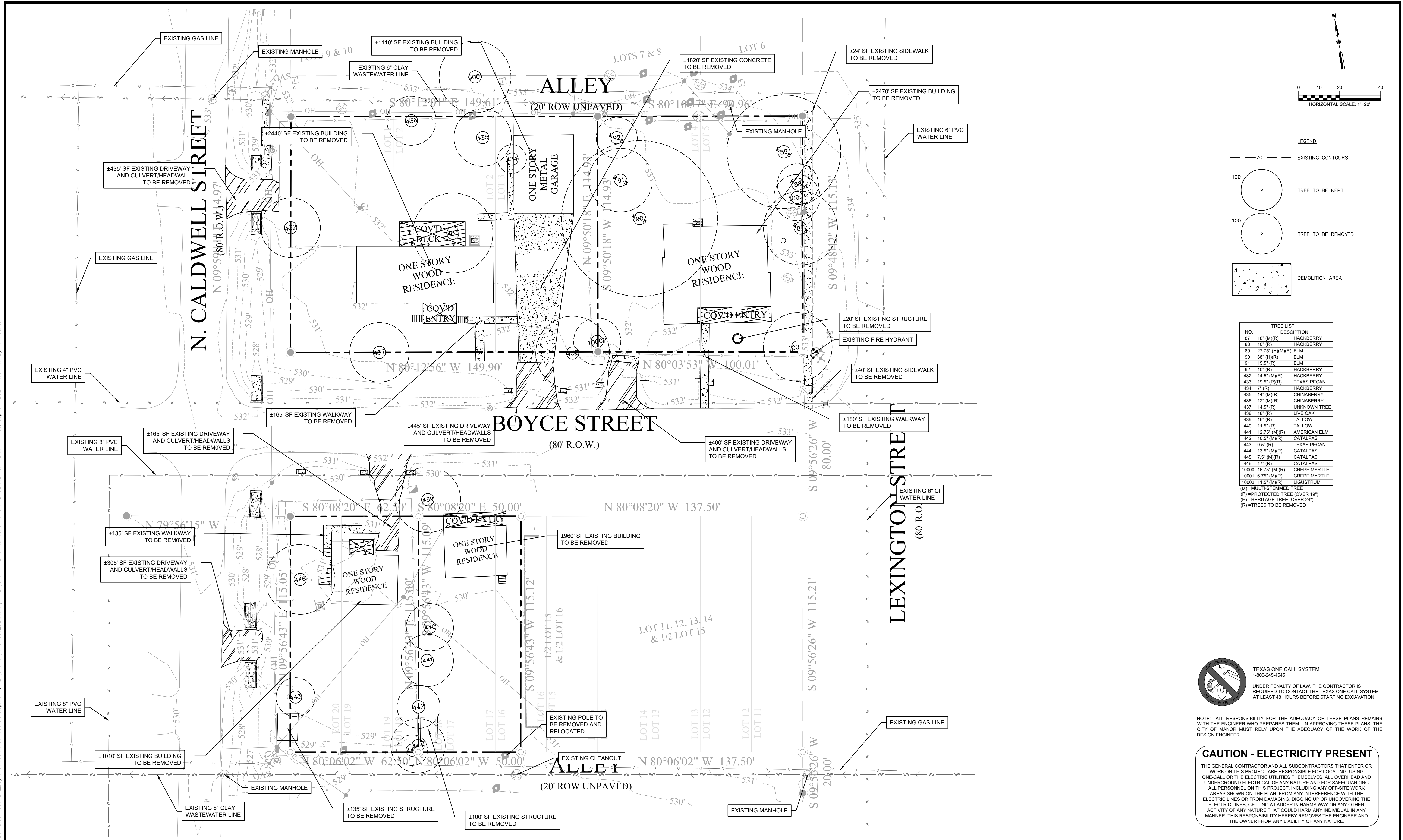


**ALLSTAR** Land Surveying  
9020 ANDERSON MILL RD  
AUSTIN, TEXAS 78729  
(512) 249-8149 PHON  
(512) 331-5217 FAX  
TBBELS FIRM NO. 10135000

SCALE:	1" = 50'
BEGIN DATE:	02/22/2024
DRAWN BY:	DAVID BAK
JOB NO.:	A0204024
REVISED DATE:	-

**AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29 TOWN OF MANOR**  
BEING ALL OF THAT CERTAIN 0.96 ACRE TRACT IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, TRAVIS COUNTY, TEXAS BEING THE SAME LOTS 1-5 BLOCK 43, 1/2 OF LOT 16, LOT 17-20, BLOCK 29, TOWN OF MANOR, CONVEYED TO JIWON JUNG, RECORDED IN DOCUMENT NO(S). 2021131120, 2021121545, 2021184718 & 2023050595, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS.

**F.I.R.M. MAP INFORMATION**  
THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD - PLAIN AND HAS A ZONE "X" - RATINGS SHOWN ON THE FLOOD INSURANCE RATE MAPS  
F.I.R.M. MAP NO.: 484530485J  
PANEL: 0485J  
DATED: 08/18/2014  
THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.



**TREE LIST**

NO.	DESCRIPTION
87	18" (M/R) HACKBERRY
88	10" (R) HACKBERRY
89	27.75" (H)(M)(R) ELM
90	38" (H)(R) ELM
91	15.5" (R) ELM
92	10" (R) HACKBERRY
432	14.5" (M)(R) HACKBERRY
433	19.5" (P)(R) TEXAS PECAN
434	7" (R) HACKBERRY
435	14" (M)(R) CHINABERRY
436	12" (M)(R) CHINABERRY
437	14.5" (R) UNKNOWN TREE
438	18" (R) LIVE OAK
439	16" (R) TALLOW
440	11.5" (R) TALLOW
441	12.75" (M)(R) AMERICAN ELM
442	10.5" (M)(R) CATALPAS
443	9.5" (R) TEXAS PECAN
444	13.5" (M)(R) CATALPAS
445	7.5" (M)(R) CATALPAS
446	17" (R) CATALPAS
10000	16.75" (M)(R) CREPE MYRTLE
10001	6.75" (M)(R) CREPE MYRTLE
10002	11.5" (M)(R) LIGUSTRUM

(M) = MULTI-STEMMED TREE  
(P) = PROTECTED TREE (OVER 19")  
(H) = HERITAGE TREE (OVER 24")  
(R) = TREES TO BE REMOVED

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

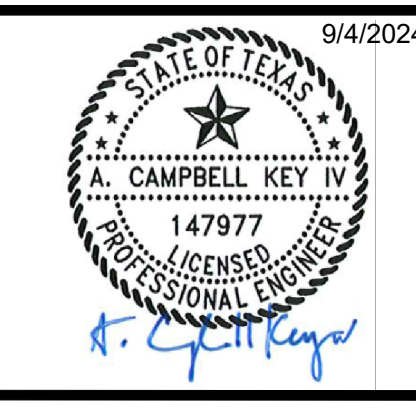
UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

**NOTE:** ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

**CAUTION - ELECTRICITY PRESENT**

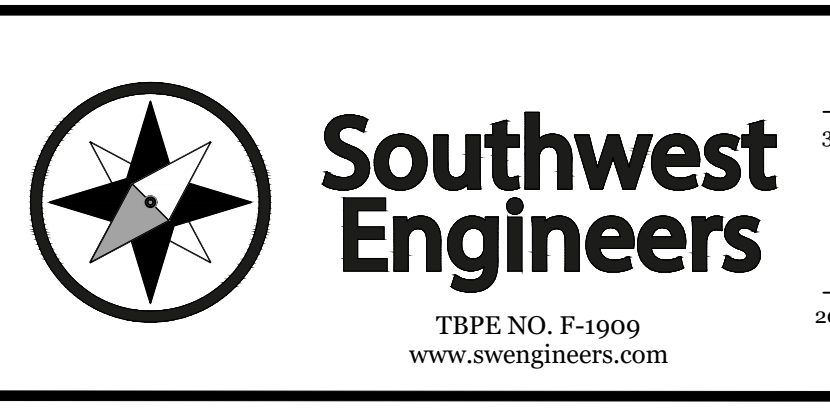
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NO.	REVISION	DATE



9/4/2024

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY A. CAMPBELL KEY IV, PE #147977 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



**HEADQUARTERS**  
307 Saint Lawrence Street, Gonzales TX 78629  
P: 830.672.2546 F: 830.672.2034

**CENTRAL TEXAS**  
205 Cimarron Park Loop, Ste. B, Buda TX 78610  
P: 512.312.4330

**WARNING**  
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DRAWN BY: APCG / BS

CHECKED BY: HCD

EXISTING CONDITIONS AND DEMOLITION PLAN

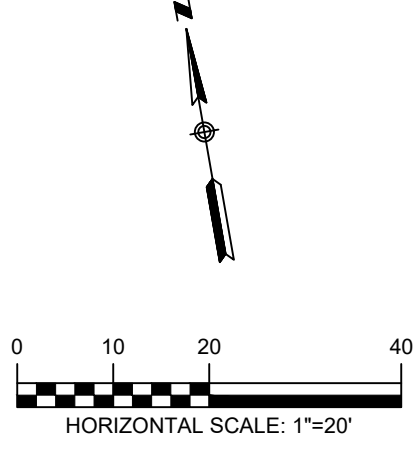
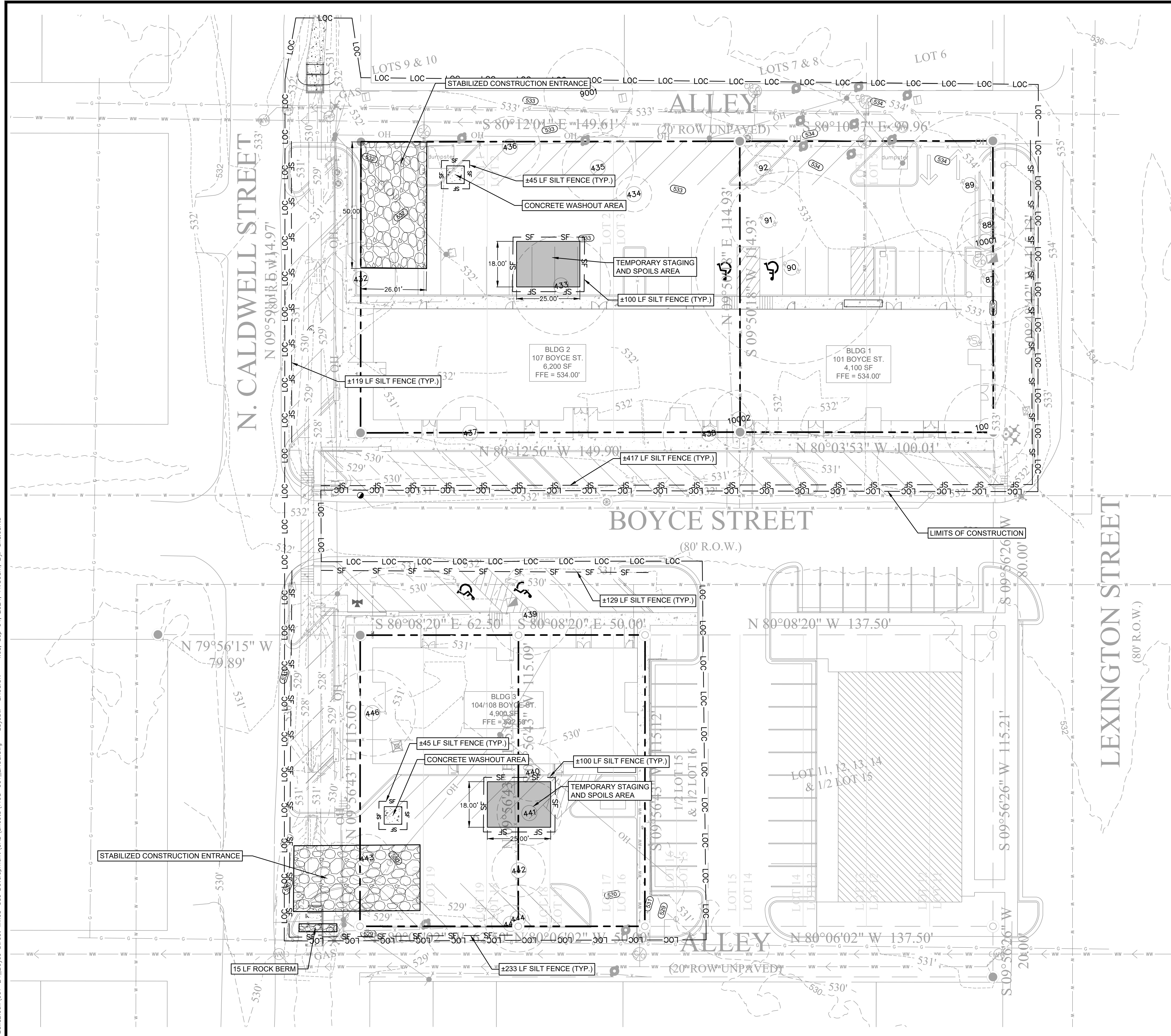
**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 4 OF 27



- LEGEND**
- 700 --- EXISTING CONTOURS
  - 700 --- PROPOSED CONTOURS
  - DRAINAGE FLOW DIRECTION
  - SF — SF SILT FENCE
  - LOC — LOC LIMIT OF CONSTRUCTION
  - STABILIZED CONSTRUCTION ENTRANCE

- NOTES:**
- IF AN ADDITIONAL CONCRETE WASHOUT IS NEEDED, THE LOCATION WILL BE DETERMINED ONCE CONSTRUCTION HAS BEGUN AND WILL BE PROPERLY NOTED ON THE ESC PLAN SHEET AND SWP3 AT THAT TIME.
  - ALL REQUIRED NOTICES AND PERMITS MUST BE PLACED IN A HIGHLY VISIBLE LOCATION ONSITE BEFORE THE COMMENCEMENT OF CONSTRUCTION.
  - ALL EROSION AND SEDIMENTATION CONTROLS (ESC) MUST BE INSTALLED PRIOR TO ANY DISTURBANCE TO THE PROJECT SITE.
  - INSTALL SILT FENCE ACCORDINGLY FOR RUN-ON DIVERSION OR OFFSITE SEDIMENT CONTROL DEPENDING ON UP OR DOWN SLOPE, FACING POST SIDE ON THE DOWN GRADIENT SIDE.
  - ALL ESC USED ONSITE MUST BE REGULARLY MONITORED AND MAINTAINED AS NEEDED.
  - MUD AND OR DIRT TRACKED INTO THE ROADWAY MUST BE IMMEDIATELY REMOVED UPON DISCOVERY.
  - EXCESS MATERIALS THAT WILL BE TRANSPORTED TO AN OFFSITE LOCATION MUST HAVE THE LOCATION CLEARED BY COUNTY INSPECTORS.
  - LOOSE TRASH AND DEBRIS MUST BE DISPOSED OF PROPERLY ONSITE.
  - CONTRACTOR SHALL MAINTAIN AND UTILIZE DUST CONTROL FOR THE DURATION OF THE PROJECT.
  - THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT PREVENTS TRACKING ONTO THE PUBLIC ROADWAY ON AN ONGOING/REGULAR BASIS.
  - INLET PROTECTION SHALL BE INSTALLED IMMEDIATELY UPON INLET INSTALLATION.
  - INITIATE TEMPORARY STABILIZATION WHEN CONSTRUCTION CEASES IN A DISTURBED AREA FOR 14 DAYS.
  - INITIATE PERMANENT STABILIZATION IMMEDIATELY ONCE WORK HAS CEASED AND FINAL GRADE HAS BEEN ACHIEVED.
  - ALL DISTURBED/BARE AREAS WILL REQUIRE PERMANENT STABILIZATION BEFORE FINAL ACCEPTANCE CAN BE ACHIEVED. AVOID DISTURBING AREAS OF THE PROJECT THAT ARE NOT NECESSARY FOR CONSTRUCTION.
  - COUNTY INSPECTOR MAY REQUEST ADDITIONAL CONTROLS BE INSTALLED ONSITE AS NEEDED.
  - TEMPORARY ESC MEASURES SHALL REMAIN IN PLACE IN ALL DISTURBED AREAS UNTIL ADEQUATE STABILIZATION HAS BEEN ACHIEVED.
  - CONTRACTOR MUST REMOVE SEDIMENT FROM ALL STORM SEWER INLET BOXES, LINES, PIPES AND CULVERT BEFORE CONDITIONAL/FINAL ACCEPTANCE CAN OBTAINED.
  - TRAVIS COUNTY REQUIRES CERTIFIED SWP3 INSPECTORS TO CONDUCT SWP3 INSPECTIONS AND REPORTING ON ALL PROJECTS WITH ONE ACRE OF DISTURBANCE LAGER.
  - PERMITTEE SHALL INSPECT ALL INLET PROTECTION DEVICES AS PART OF THE WEEKLY SWP3 REPORT, UPON RECEIVING A FORECAST CALLING FOR A RAIN EVENT FOR AN EXTENDED PERIOD, MODIFICATION OF INLET PROTECTION SHOULD BE MADE TO PREVENT FLOODING OR PONDING OF WATER IF TRAFFIC OR PROPERTY CONCERNS ARISE.

- SEQUENCE OF CONSTRUCTION**
- INSTALL EROSION CONTROLS PER APPROVED PLAN.
  - TEMPORARY CONTROLS TO BE INSPECTED AND MAINTAINED WEEKLY AND PRIOR TO ANTICIPATED RAINFALL EVENTS, AND AFTER RAINFALL EVENTS, AS NEEDED. CONTRACTOR/OWNER SHALL PROVIDE A CONTACT NAME AND NUMBER FOR EROSION CONTROL ISSUES.
  - CONDUCT DEMOLITION ACTIVITIES, IF APPLICABLE.
  - CONSTRUCT DRAINAGE IMPROVEMENTS, IF APPLICABLE.
  - CONSTRUCT CURB INLET PROTECTION AT THE TIME OF CURB INLET INSTALLATION.
  - CONSTRUCT DEVELOPMENT PER APPROVED PLANS.
  - INSTALL STREETSCAPE AND/OR LANDSCAPING IMPROVEMENTS.
  - CONTRACTOR TO VEGETATE ANY DISTURBED AREAS ONCE FINAL GRADING IS COMPLETE, AND ESTABLISH A MIN OF 70% VEGETATION PRIOR TO COMPLETION. PER TPDES REQUIREMENTS, DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES HAVE CEASED (TEMPORARILY OR PERMANENTLY) SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITY RESUMES WITHIN 21 DAYS. SEEDING DOES NOT CONSTITUTE AS STABILIZATION.
  - REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.

**NOTE:**  
CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES HAVE CEASED (TEMPORARILY OR PERMANENT) AND SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITY RESUMES IN 21 DAYS, PER TPDES REQUIREMENTS.

**LIMITS OF CONSTRUCTION:**  
±74,062 SF = ±1.70 AC

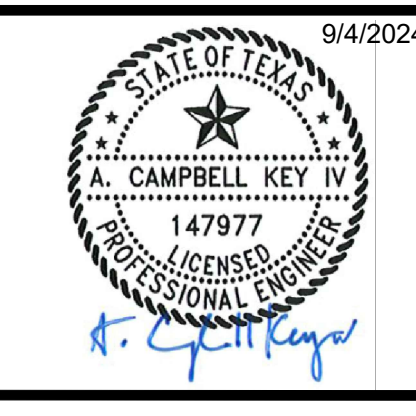
**TEXAS ONE CALL SYSTEM**  
1-800-245-4545  
UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

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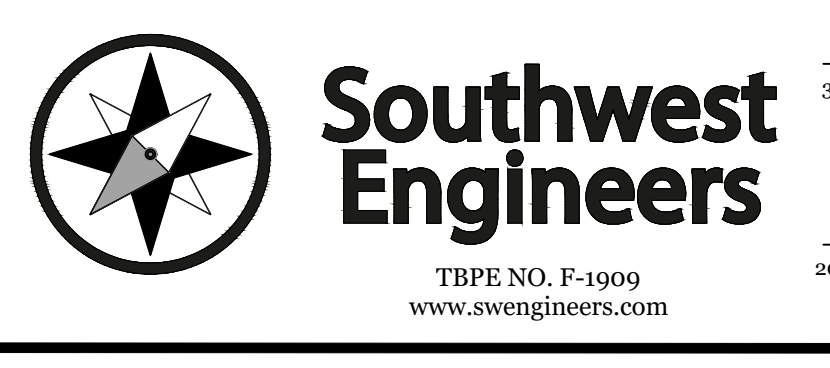
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C:\CompanyData\Clients\1168 - Boyle Street Mixed-Use Development\CAD\Sheets\1168-001\_EROS.dwg - Layout: "EROSION" - Wed, Sep 04, 2024, 11:30am, By: anacantu

NO.	REVISION	DATE



9/4/2024  
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**HEADQUARTERS**  
307 Saint Lawrence Street, Gonzales TX 78629  
P: 830.672.2546 F: 830.672.2034

**CENTRAL TEXAS**  
205 Cimarron Park Loop, Ste. B, Buda TX 78610  
P: 512.212.4330

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CHECKED BY: HCD

EROSION & SEDIMENTATION CONTROL PLAN

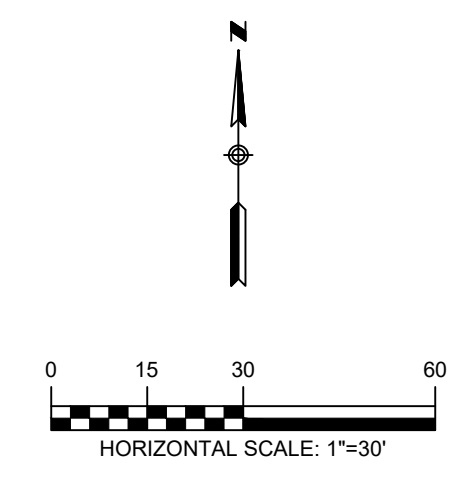
**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 5 OF 27



- LEGEND**
- 700 --- EXISTING CONTOURS
  - 700 --- PROPOSED CONTOURS
  - - - - - DRAINAGE AREA
  - TC - TC - TIME OF CONCENTRATION
  - A-1 ○ POINT OF ANALYSIS
  - ← DRAINAGE FLOW DIRECTION
  - DA ACRES DRAINAGE AREA LABEL
  - # INLET LABEL

- NOTES:**
- ON-SITE SURVEY TOPOGRAPHIC INFORMATION PROVIDED BY ALL STAR LAND SURVEYING OBTAINED ON SEPTEMBER 14, 2023.
  - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNRS.

**EXISTING DRAINAGE SUMMARY TABLE (NRCS METHOD)**

AREA NAME	A	OS A	POA A	B	OS B	POA B
Drainage Area (ac.)	0.66	1.39	-	0.30	0.65	-
CN #	80	80	-	80	80	-
% Impervious	23%	20%	-	13%	85%	-
Tc (hrs)	0.222	0.242	-	0.249	0.083	-
2 year Discharge (cfs)	1.6	5.5	6.5	0.7	3.3	3.8
10 year Discharge (cfs)	2.9	9.5	11.4	1.4	5	6
25 year Discharge (cfs)	3.8	12.2	14.6	1.8	6.2	7.5
100 year Discharge (cfs)	5.2	16.7	20.2	2.5	8.2	10.1

**TIME OF CONCENTRATION - EXISTING**

DRAINAGE AREA	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)	Total Tc (HRS.)	Total Tag (MIN.)
	L (FT)	SLOPE (FT/FT)	n	Tc sheet (MIN.)	L (FT)	SLOPE (FT/FT)	Paved? Y or N	Tc Shallow (MIN.)	L (FT)	Vavg (FT/S)	Tc Channel (MIN.)			
A	100.000	0.010	0.24	16.6	190	0.011	N	1.9	0	4.00	0.00	18.5	0.309	11.129
OS A	100.000	0.015	0.011	1.2	89	0.028	Y	0.4	0	4.00	0.00	5.0	0.083	3.000
B	100.000	0.015	0.24	14.1	66	0.008	N	0.8	0	4.00	0.00	14.9	0.249	8.957
OS B	100.000	0.015	0.011	1.2	78	0.010	Y	0.7	0	4.00	0.00	5.0	0.083	3.000

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

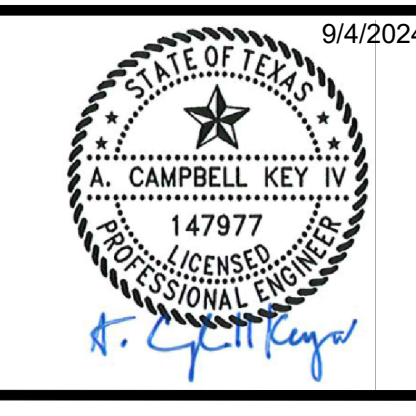
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**Southwest Engineers**  
TBPE NO. F-1909  
www.swengineers.com

**HEADQUARTERS**  
307 Saint Lawrence Street, Gonzales TX 78629  
P: 830.672.7546 F: 830.672.2034

**CENTRAL TEXAS**  
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P: 512.312.4330

**WARNING**  
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DRAWN BY: APCG / BS  
CHECKED BY: HCD

EXISTING DRAINAGE AREA MAP

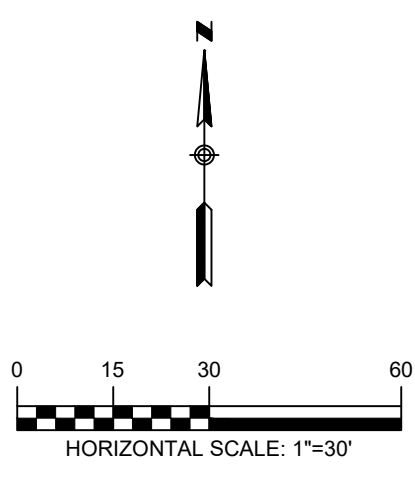
**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 7 OF 27



- LEGEND**
- 700 --- EXISTING CONTOURS
  - 700 --- PROPOSED CONTOURS
  - - - - - DRAINAGE AREA
  - TC - TC - TIME OF CONCENTRATION
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  - DA ACRES DRAINAGE AREA LABEL
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  - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNRS.

**PROPOSED DRAINAGE SUMMARY TABLE (NRCS METHOD)**

AREA NAME	A	OS A	POA A	B	OS B	POA B
Drainage Area (ac.)	0.66	1.39	-	0.30	0.65	-
CN #	80	80	-	80	80	-
% Impervious	89%	20%	-	83%	85%	-
Tc (hrs)	0.083	0.083	-	0.083	0.083	-
2 year Discharge (cfs)	3.4	5.5	8.9	1.5	3.3	4.7
10 year Discharge (cfs)	5.2	9.5	14.7	2.3	5	7.4
25 year Discharge (cfs)	6.3	12.2	18.5	2.9	6.2	9.1
100 year Discharge (cfs)	8.4	16.7	25.1	3.8	8.2	12

**TIME OF CONCENTRATION - PROPOSED**

DRAINAGE AREA	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)	Total Tc (HRS.)	Total Tlag (MIN.)
	L FT	SLOPE (FT/FT)	n	Tc sheet (MIN.)	L FT	SLOPE (FT/FT)	Paved? Y or N	Tc Shallow (MIN.)	L FT	Vavg (FT/S)	Tc Channel (MIN.)			
A	100.000	0.010	0.011	1.4	190	0.011	Y	1.5	0	4.00	0.00	5.0	0.083	3.000
OS A	100.000	0.015	0.011	1.2	89	0.028	Y	0.4	0	4.00	0.00	5.0	0.083	3.000
B	100.000	0.015	0.011	1.2	96	0.008	Y	0.6	0	4.00	0.00	5.0	0.083	3.000
OS B	100.000	0.015	0.011	1.2	78	0.010	Y	0.7	0	4.00	0.00	5.0	0.083	3.000

PROPOSED 5'X2' BOX CULVERT TO CONVEY OFFSITE RUNOFF BENEATH PROPOSED PAVEMENT (SEE SHEETS 13 & 14)

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

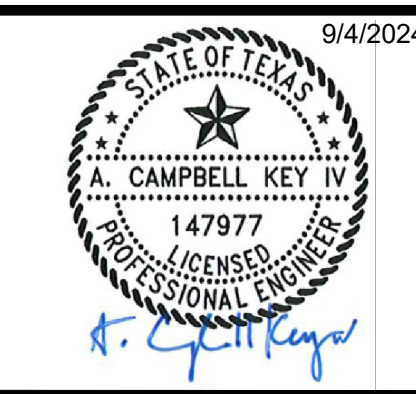
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**CAUTION - ELECTRICITY PRESENT**

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NO.	REVISION	DATE



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**WARNING**  
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DRAWN BY: APCG / BS  
CHECKED BY: HCD

PROPOSED DRAINAGE AREA MAP

**BOYCE STREET MIXED-USE DEVELOPMENT**  
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24  
DRAWING NO. \_\_\_\_\_  
SHEET 8 OF 27

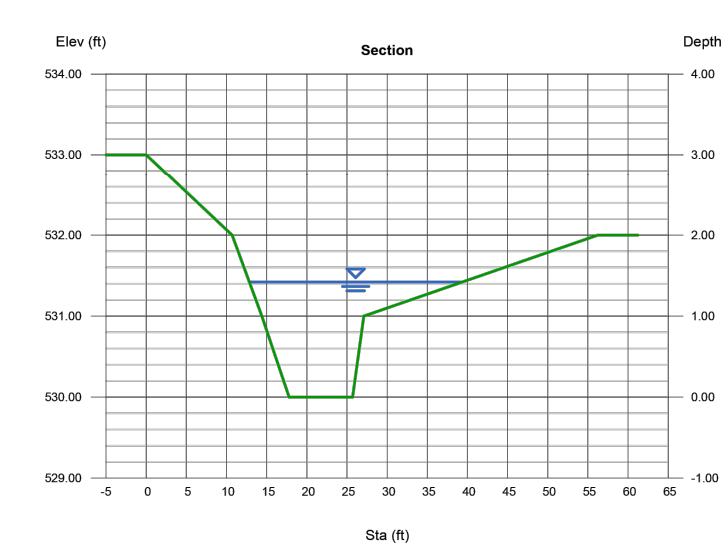


**Channel Report**  
Operator: Express Estimation for Automated Civil 2D/3D by Autodesk, Inc.      Monday, April 1, 2024

**Existing Roadside Ditch at POA-C1**

User-defined	Invert Elev (ft) = 530.00	Highlighted	Depth (ft) = 1.42
Slope (%)	= 1.66	Q (cfs)	= 92.00
N-value	= 0.030	Area (sqft)	= 19.53
Calculations	Known Q	Velocity (ft/s)	= 4.77
Computed by:	Known Q	Wetted Perim (ft)	= 27.02
Known Q (cfs)	= 92.00	Cut Depth, Yc (ft)	= 1.45
		Top Width (ft)	= 26.48
		EGL (ft)	= 1.80

(Sta, El, n) (Sta, El, n) ...

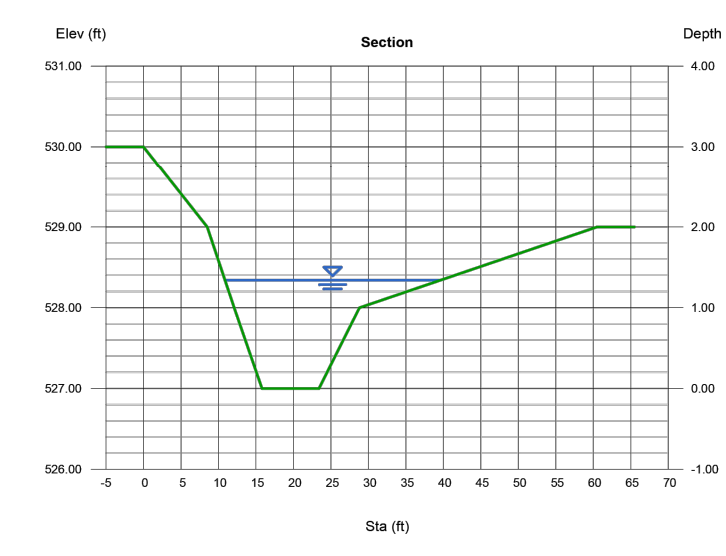


**Channel Report**  
Operator: Express Estimation for Automated Civil 2D/3D by Autodesk, Inc.      Monday, April 1, 2024

**Roadside Ditch at POA-C2**

User-defined	Invert Elev (ft) = 527.00	Highlighted	Depth (ft) = 1.36
Slope (%)	= 1.66	Q (cfs)	= 98.30
N-value	= 0.030	Area (sqft)	= 19.87
Calculations	Known Q	Velocity (ft/s)	= 4.92
Computed by:	Known Q	Wetted Perim (ft)	= 28.98
Known Q (cfs)	= 98.30	Cut Depth, Yc (ft)	= 1.38
		Top Width (ft)	= 28.70
		EGL (ft)	= 1.72

(Sta, El, n) (Sta, El, n) ...



- LEGEND**
- - - 700 - - - EXISTING CONTOURS
  - - - 700 - - - PROPOSED CONTOURS
  - - - DRAINAGE AREA
  - TC - TC - TIME OF CONCENTRATION
  - A-1 ○ POINT OF ANALYSIS
  - ← DRAINAGE FLOW DIRECTION
  - DA ○ DRAINAGE AREA LABEL
  - # INLET LABEL

- NOTES:**
- ON-SITE SURVEY TOPOGRAPHIC INFORMATION PROVIDED BY ALL STAR LAND SURVEYING OBTAINED ON SEPTEMBER 14, 2023.
  - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNRS.

**CONVEYANCE DRAINAGE SUMMARY TABLE (NRCS METHOD)**

AREA NAME	OS-C	POA C1	C	POA C2
Drainage Area (ac.)	13.43	-	1.81	-
CN #	80	-	80	-
% Impervious	95%	-	88%	-
Tc (hrs)	0.529	-	0.083	-
2 year Discharge (cfs)	37.4	37.4	9.2	39.9
10 year Discharge (cfs)	56.7	56.7	14.1	60.5
25 year Discharge (cfs)	69.8	69.8	17.4	74.6
100 year Discharge (cfs)	92.0	92.0	23.0	98.3

**TIME OF CONCENTRATION - CONVEYANCE**

DRAINAGE AREA	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)	Total Tc (HRS.)	Total Tlag (MIN.)
	L FT	SLOPE (FT/FT)	n	Tc sheet (MIN.)	L FT	SLOPE (FT/FT)	Paved? Y or N	Tc Shallow (MIN.)	L FT	Vavg (FT/S)	Tc Channel (MIN.)			
OS-C	100.000	0.000	0.011	22.4	192	0.010	Y	1.6	1774	4.00	7.39	31.3	0.522	18.808
C	100.000	0.010	0.011	1.4	214	0.010	Y	1.8	0	4.00	0.00	5.0	0.083	3.000

**TEXAS ONE CALL SYSTEM**  
 1-800-245-4545

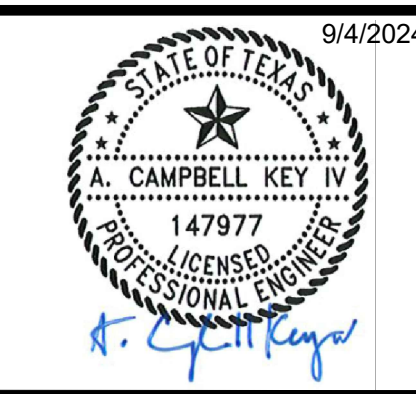
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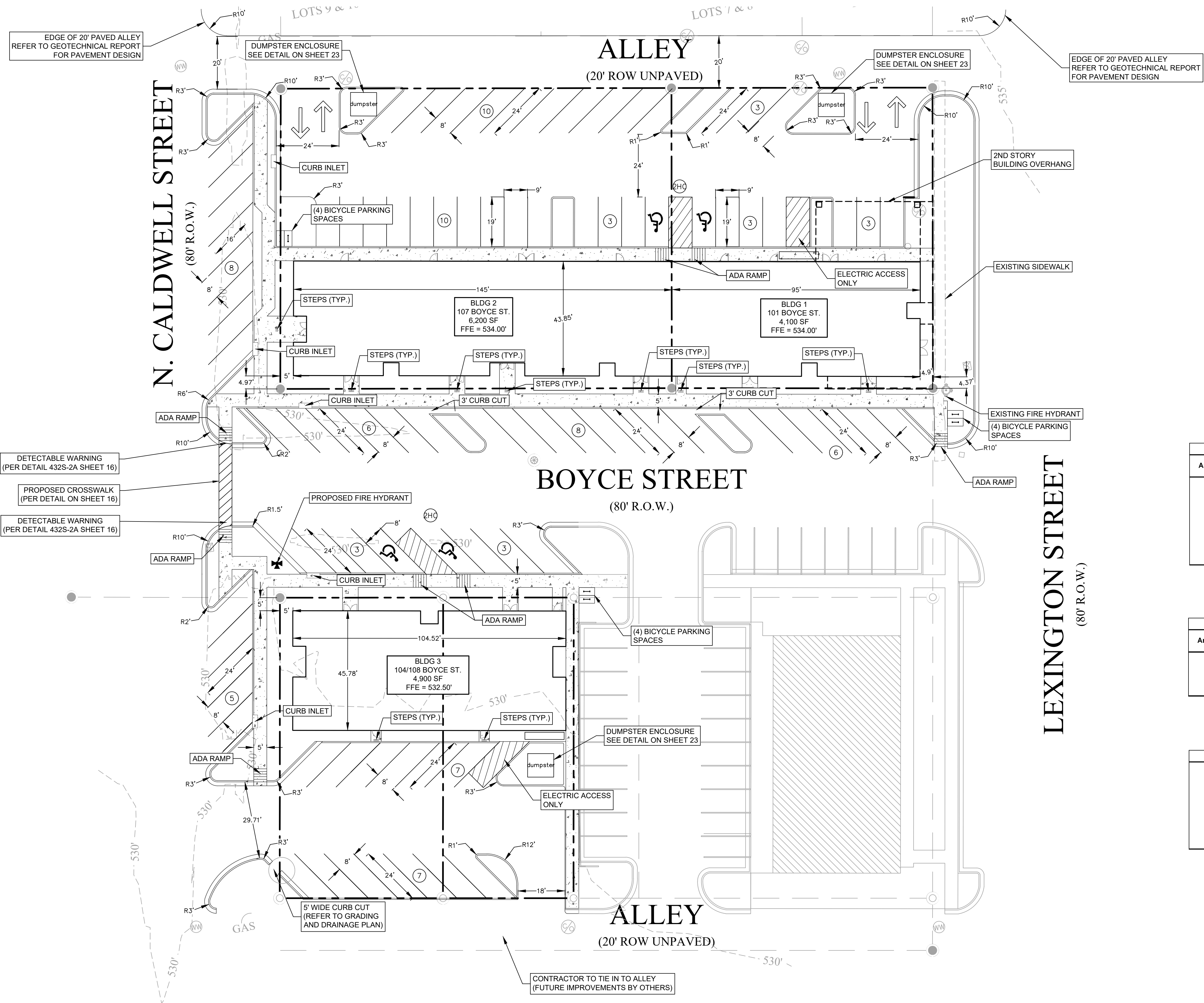
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 CHECKED BY: HCD

CONVEYANCE DRAINAGE AREA MAP

**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

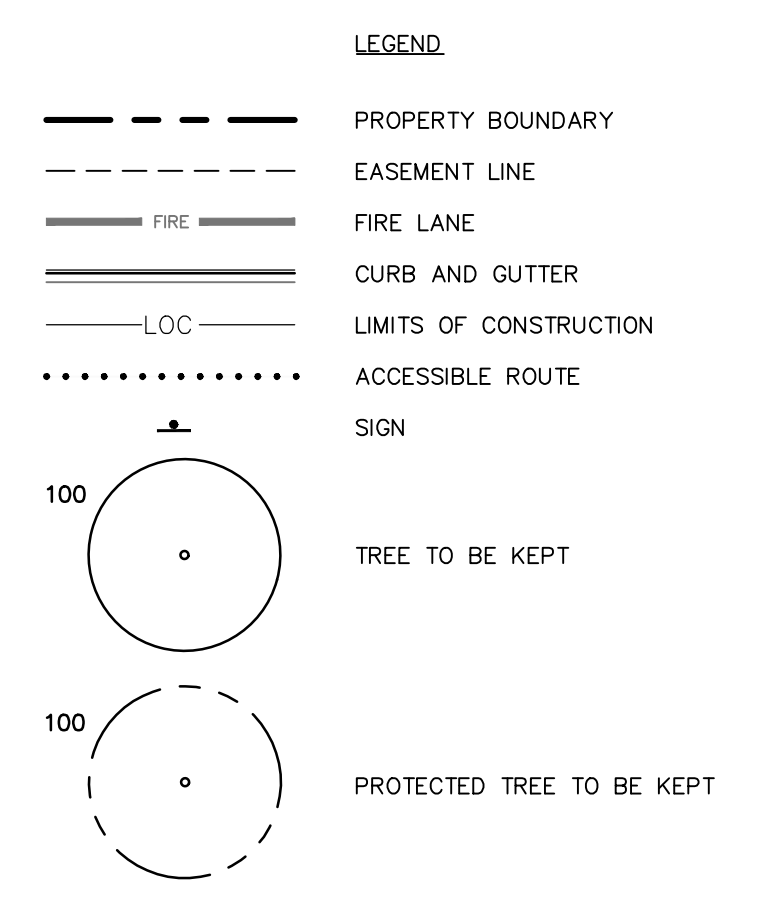
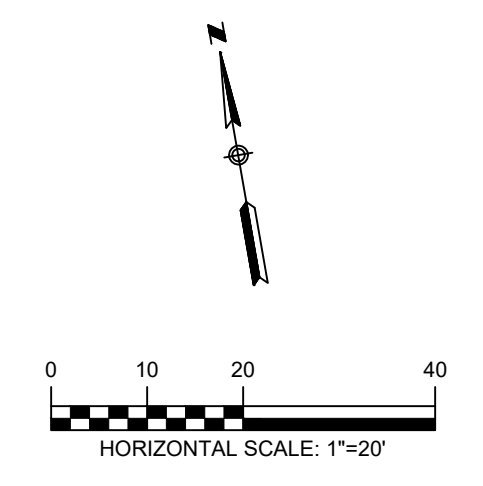
PROJECT NO.	1168-001-24
DRAWING NO.	
SHEET	9 OF 27



SITE DATA TRACTS 1 & 3	
PROPOSED IC - BUILDING	10,320 SF
PROPOSED IC - PARKING/SIDEWALK	14,816 SF
PROPOSED IC - PARKING/SIDEWALK (ROW)	7,941 SF
<b>TOTAL PROPOSED IMPERVIOUS COVER</b>	<b>33,077 SF</b>

SITE DATA TRACTS 2 & 4	
PROPOSED IC - BUILDING	4,917 SF
PROPOSED IC - PARKING/SIDEWALK	6,336 SF
PROPOSED IC - PARKING/SIDEWALK (ROW)	4,974 SF
<b>TOTAL PROPOSED IMPERVIOUS COVER</b>	<b>16,227 SF</b>

BUILDING DATA TRACTS 1, 2, 3 & 4	
TOTAL EXISTING BUILDINGS	6,734 SF
BLDG 101 & 107	33,036 SF
BLDG 104 & 108	14,100 SF
<b>TOTAL GROSS BUILDING AREA</b>	<b>47,136 SF</b>
BUILDING HEIGHT	3 STORIES



PARKING CALCULATIONS (BUILDINGS 1 & 2)							
Area (ac.)	Building No.	Units	Number of Units	Requirement	Parking Required	Parking Provided	
0.660	1 (101 Boyce)	One bedroom	5 bedrooms	1.5 spaces for 1 bedroom	8	8	
		Two bedroom	2 bedrooms	2 spaces for 2 bedroom	4	4	
		Retail (Sales)(SF)	2883 SF	1 space for each 350 SF	8	10	
	2 (107 Boyce)	Retail (Restaurant)(SF)	1500 SF	1 space for each 250 SF	6	6	
		One bedroom	8 bedrooms	1.5 spaces for 1 bedroom	12	12	
		Two bedroom	2 bedrooms	2 spaces for 2 bedroom	4	4	
		Retail (Sales)(SF)	3878 SF	1 space for each 350 SF	11	12	
	-	Retail (Restaurant)(SF)	1500 SF	1 space for each 250 SF	6	6	
		Subtotal (Bedrooms) + 10% Guest				30.3	-
		Subtotal (Retail) - 10% Reduction				28.2	-
<b>TOTAL (Bedrooms + Retail)</b>				<b>59</b>	<b>62</b>		

PARKING CALCULATIONS (BUILDING 3)						
Area (ac.)	Building No.	Units	Number of Units	Requirement	Parking Required	Parking Provided
0.300	3 (104+108 Boyce)	One Bedroom	4	1.5 spaces for 1 bedroom	6	8
		Two Bedroom	4	2 spaces for 2 bedroom	8	6
		Retail (Sales) (SF)	4,013	1 space for each 350 SF	11	12
		Retail (Restaurant)(SF)	-	-	-	-
Subtotal (Bedrooms) + 10% Guest				15.4	-	
Subtotal (Retail) - 10% Reduction				10.3	-	
<b>TOTAL (Bedrooms + Retail)</b>				<b>26</b>	<b>26</b>	

PARKING PROVIDED	
Standard:	84
Compact:	0
Parallel:	0
Accessible:	4
<b>Total:</b>	<b>88</b>
<b>Accessible Spaces Required:</b>	<b>4</b>
<b>Bicycle Spaces Provided:</b>	<b>12</b>

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

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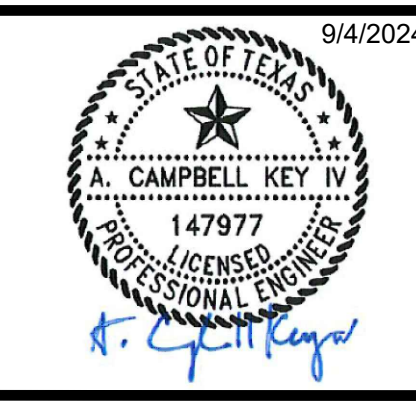
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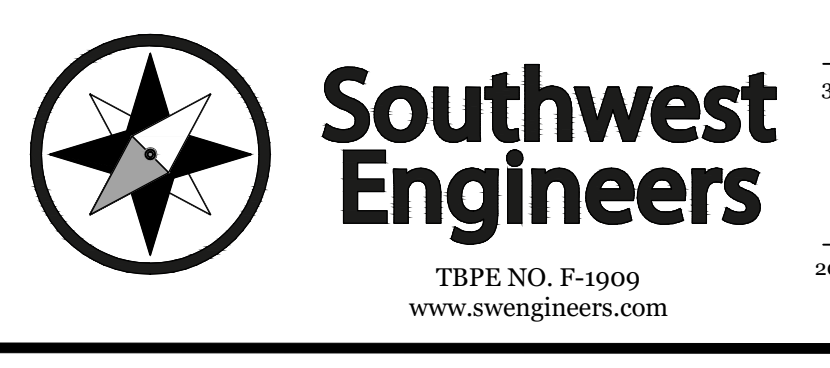
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SITE AND DIMENSION CONTROL PLAN

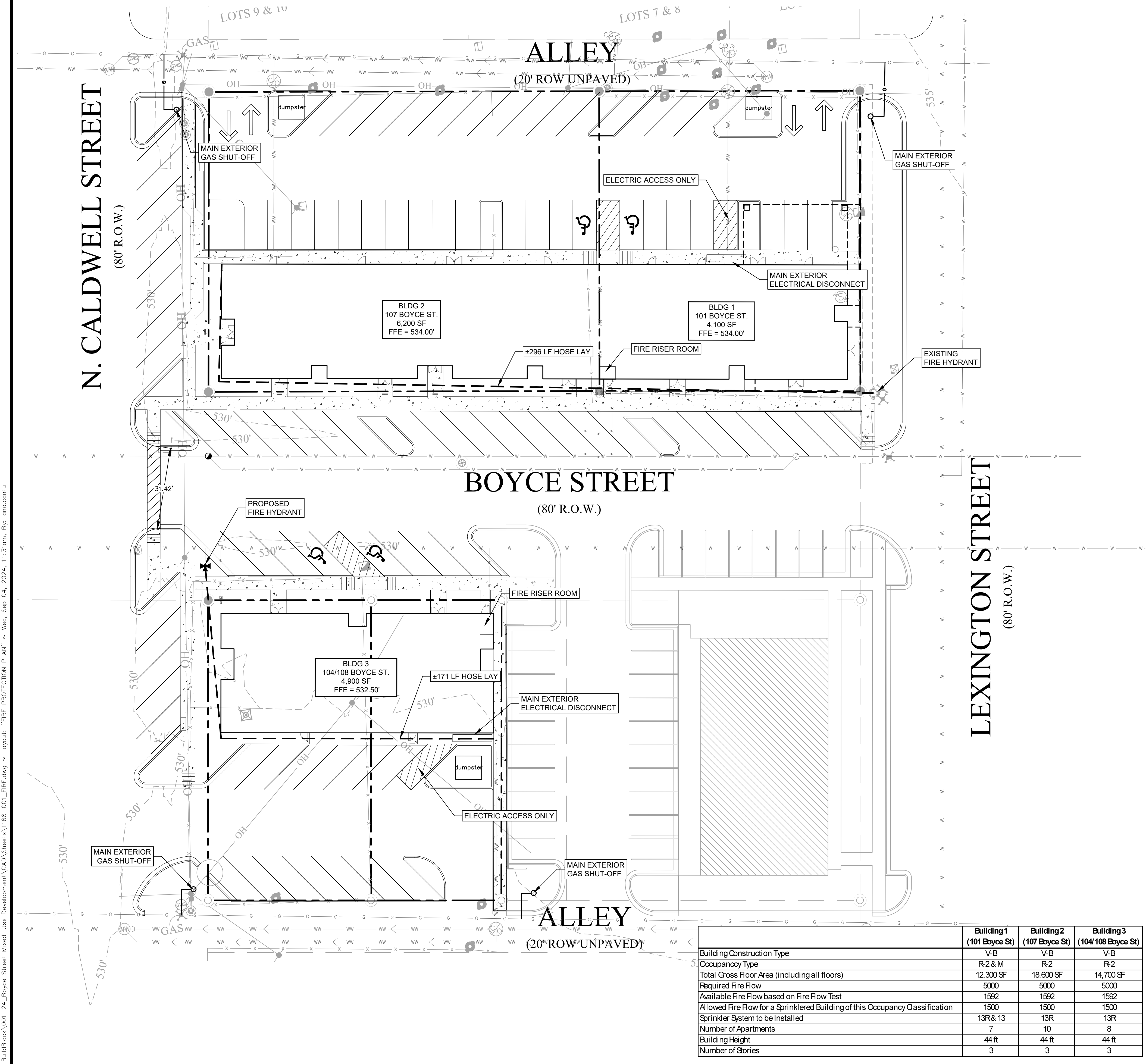
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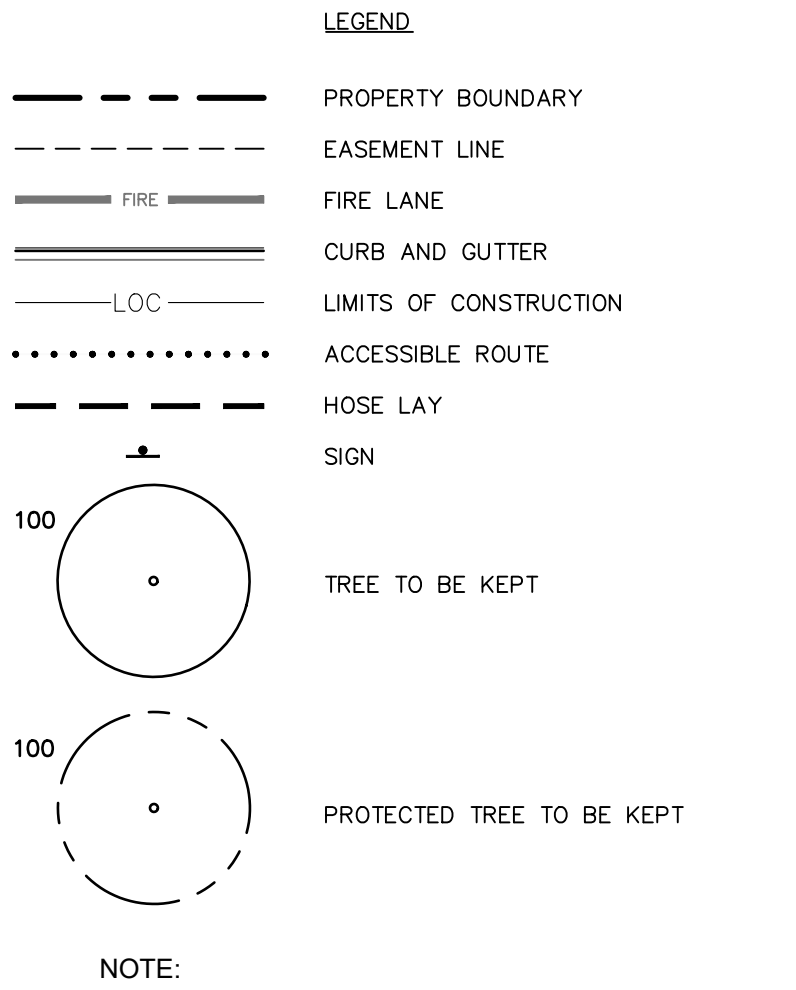
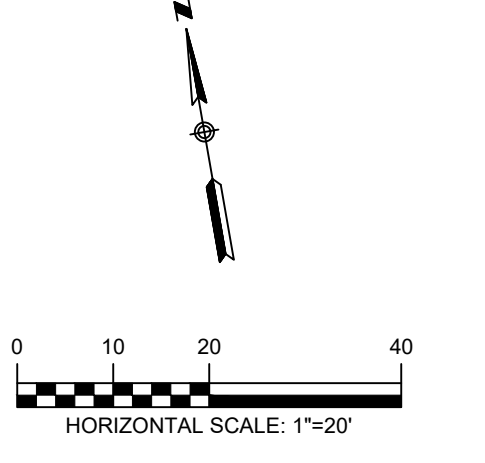
PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

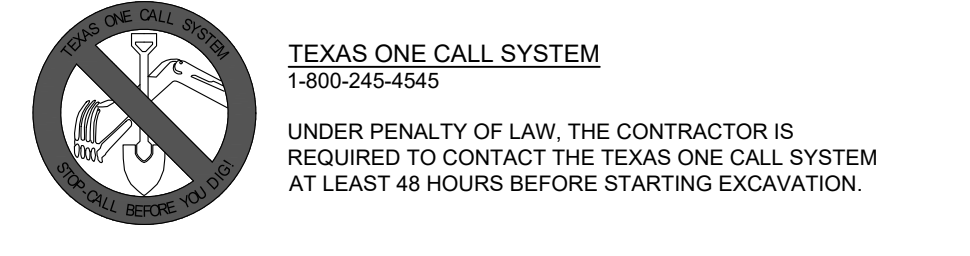
SHEET 10 OF 27



- ### TRAVIS COUNTY ESD NO. 12 SITE PLAN NOTES
- THE OWNER AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR CONTACTING TRAVIS COUNTY ESD NO. 12 TO ENSURE COMPLIANCE WITH ALL CODES, ORDINANCES, STATUTES AND PERMITTING REQUIREMENTS PRIOR TO CONSTRUCTION.
  - PRIOR TO BEGINNING ANY CONSTRUCTION, THE APPROPRIATE TRAVIS COUNTY ESD NO. 12 PERMIT/APPROVAL SHALL BE OBTAINED. THE APPROVED PERMIT SHALL BE READILY AVAILABLE ON SITE TO TRAVIS COUNTY ESD NO. 12.
  - PHASED OCCUPANCY SHALL BE PERMITTED ONLY WITH PRIOR APPROVAL FROM TRAVIS COUNTY ESD NO. 12, THE BUILDING DEPARTMENT, AND OTHER RELATED AGENCIES, AS APPLICABLE. REQUESTS FOR PHASED OCCUPANCY SHALL BE MADE PRIOR TO START OF CONSTRUCTION ONLY.
  - PHASED INSTALLATION OF FIRE ACCESS ROADS SHALL REQUIRE AN ACCESS PHASING PLAN APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - PHASED CONSTRUCTION OF BUILDINGS SHALL REQUIRE A CONSTRUCTION PHASING PLAN APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - AN ALL-WEATHER FIRE LANE/FIRE APPARATUS ACCESS ROAD SHALL BE CONSTRUCTED TO SUPPORT THE IMPOSED LOAD OF A FIRE APPARATUS WEIGHING 75,000 POUNDS.
  - THE FIRE LANE/FIRE APPARATUS ACCESS ROAD SHALL PROVIDE FIRE DEPARTMENT ACCESS TO ALL PARTS OF COMBUSTIBLE STRUCTURES WITHIN 150 FEET OF THE FIRE LANE. THE APPROVED FIRE LANE/FIRE APPARATUS ACCESS ROAD MUST BE INSTALLED PRIOR TO AND MAINTAINED DURING CONSTRUCTION OF ANY COMBUSTIBLE STRUCTURE, UNLESS OTHERWISE APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - WHERE A FIRE HYDRANT IS LOCATED ON A FIRE LANE/FIRE APPARATUS ACCESS ROAD, THE MINIMUM ROAD WIDTH SHALL BE 26 FEET, EXCLUSIVE OF SHOULDERS. IF NO FIRE HYDRANT IS PROVIDED, THE MINIMUM FIRE LANE/FIRE APPARATUS ACCESS ROAD WIDTH SHALL BE 25 FEET.
  - FIRE LANE WIDTH IS MEASURED FROM TOP FACE OF CURB TO TOP FACE OF CURB FOR FIRE LANES WITH STANDARD CURBS AND GUTTERS AND FROM FLOW LINE TO FLOW-LINE FOR FIRE LANES WITH MODIFIED CURB DESIGNS (E.G. ROLLED, RAMPED).
  - THE DEVELOPER IS RESPONSIBLE TO VERIFY THAT ALL APPROVED PUBLIC WORKS, STREET IMPROVEMENT AND PRECISE GRADING PLANS CONFORM TO THE MINIMUM STREET WIDTH REQUIREMENTS SET FORTH BY THE FIRE CODE AND ADOPTED BY TRAVIS COUNTY ESD NO. 12.
  - A MINIMUM VERTICAL CLEARANCE OF 14' SHALL BE PROVIDED FOR ALL FIRE LANES/FIRE APPARATUS ACCESS ROADS.
  - INSIDE TURNING RADIUS OF FIRE LANES/FIRE APPARATUS ACCESS ROADS SHALL BE A MINIMUM OF 25 FEET. THE OUTSIDE RADIUS SHALL BE 50 FEET.
  - DEAD-END FIRE LANES/FIRE APPARATUS ACCESS ROADS IN EXCESS OF 150 FEET SHALL BE PROVIDED WITH APPROVED TURNAROUND PER 2015 IFC, APPENDIX D, TABLE D103.4.
  - THE DIAMETER OF A CUL-DE-SAC SHALL BE 100 FEET MINIMUM PER CITY OF MANOR SPECIFICATIONS.
  - ACCESS GATES SHALL BE APPROVED BY TRAVIS COUNTY ESD NO. 12 PRIOR TO INSTALLATION.
  - ALL GATES IN CONSTRUCTION SHALL BE EQUIPPED WITH A KNOCK OR BREAKAWAY PADLOCK.
  - IF BUILDING EXCEEDS 30 FEET IN HEIGHT FROM GRADE PLANE, AN AERIAL FIRE APPARATUS ROAD, 15-30 FEET PARALLEL TO ONE ENTIRE SIDE OF THE BUILDING SHALL BE IN PLACE. (2015 IFC, APPENDIX D105)
  - FIRE LANES SHALL BE MARKED WITH FIRE LANE - TOW AWAY ZONE. THE CURBS SHALL BE PAINTED RED AND THE LETTERING SHALL BE 4" IN HEIGHT AND PAINTED WHITE. THE STENCIL SHALL BE PLACED AT INTERVALS OF 35 FEET.
  - THE MINIMUM REQUIRED FIRE FLOW SHALL MEET OR EXCEED THE REQUIREMENTS OF APPENDIX B OF THE 2015 INTERNATIONAL FIRE CODE.
  - THE MAXIMUM FIRE FLOW REDUCTION FOR A PROJECT SHALL BE BASED ON THE INFORMATION PROVIDED IN THE FIRE FLOW REDUCTION TABLE PROVIDED IN TRAVIS COUNTY ESD NO. 12 DESIGN DOCUMENTS.
  - ALL FIRE HYDRANTS THAT ARE APPROVED AND INSTALLED AS A PART OF THE PROPOSED PROJECT SHALL BE PART OF A FIRE PROTECTION SYSTEM.
  - THE UTILITY CONTRACTOR SHALL CONSULT TRAVIS COUNTY ESD NO. 12 REGARDING ANY REQUIREMENTS FOR UTILITY CONTRACTORS.
  - THE APPROPRIATE INDIVIDUAL SHALL CONSULT WITH TRAVIS COUNTY ESD NO. 12 FOR REQUIREMENTS RELATED TO THE UNDERGROUND WATER MAIN LINE AND SUBSEQUENT INSTALLATION OF THE WATER MAIN/FIRE HYDRANT LINE.
  - THE SUBMISSION OF AN UNDERGROUND WATER LINE (UTILITY) PLAN SHEET WITH THE SITE PLAN DOES NOT ALLEVIATE THE NEED TO HAVE A SEPARATE UNDERGROUND PLAN SUBMITTED AND APPROVED BY TRAVIS COUNTY ESD NO. 12. THE APPROVAL OF A SITE PLAN DOES NOT CONSTITUTE THE APPROVAL OF AN UNDERGROUND SYSTEM.
  - UNDERGROUND MAINS FEEDING HYDRANTS SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH NFPA 24, THE FIRE CODE AND TRAVIS COUNTY ESD NO. 12 ADOPTED AMENDMENTS, BY A CONTRACTOR LICENSED TO PERFORM THE INSTALLATION. THE ENTIRE MAIN MUST BE HYDROSTATICALLY TESTED AT ONE TIME. ISOLATION VALVES ARE PROVIDED BETWEEN TESTED SECTIONS.
  - TRAVIS COUNTY ESD NO. 12 CONSIDERS THE PIPING FROM THE POINT OF CONNECTION AT THE MUNICIPAL WATER SUPPLY TO THE FIRE HYDRANTS AND THE BASE OF ANY FIRE SPRINKLER RISER PART OF A FIRE PROTECTION SYSTEM.
  - THE PRESENCE OF DOMESTIC WATER SUPPLY TAPS OFF OF THE MAIN WATER LINE OR A SHARED SUPPLY LINE WITH FIRE SPRINKLER RISER DOES NOT OVERRIDE ANY REQUIREMENTS OF TRAVIS COUNTY ESD NO. 12 OR NFPA 24. NFPA 24 SHALL APPLY TO ALL UNDERGROUND INSTALLATIONS AND INSTALLATIONS SHALL BE PERMITTED AND INSPECTED BY TRAVIS COUNTY ESD NO. 12.
  - FIRE HYDRANTS SHALL MEET THE MINIMUM STANDARD OF THE CITY OF MANOR AND TRAVIS COUNTY ESD NO. 12. (M511S-17A) AND PAINTED RED.
  - THE 4.5" FIRE HYDRANT OUTLET MUST FACE THE FIRE LANE.
  - THE HYDRANTS SHALL BE INSTALLED WITH THE CENTER OF THE 4.5" OPENING AT LEAST 18" ABOVE FINISHED GRADE.
  - HYDRANTS SHALL BE PLACED WITHIN 100 FEET OF AN FDC.
  - HYDRANTS SHALL BE LOCATED SO THAT A HOSE LINE RUNNING BETWEEN THE HYDRANT AND THE FIRE DEPARTMENT CONNECTIONS WILL NOT CROSS DRIVEWAYS, OBSTRUCT ROADS OR FIRE LANES, OR OTHERWISE INTERFERE WITH EMERGENCY VEHICLE RESPONSE AND EVACUATION OF A SITE.
  - ALL FIRE HYDRANTS SHALL HAVE A "BLUE REFLECTIVE PAVEMENT MARKER" INDICATING THEIR LOCATION. HYDRANTS SHALL BE PLACED AT NO MORE THAN 500 FEET APART, UNLESS OTHERWISE APPROVED BY TRAVIS COUNTY ESD NO. 12. (2015 IFC, TABLE C102.1)
  - HYDRANTS AND FIRE DEPARTMENT CONNECTIONS SHALL NOT BE LOCATED BEHIND PARKING STALLS OR IN OTHER LOCATIONS WHERE THEY ARE LIKELY TO BE BLOCKED BY VEHICLES OR OTHER OBJECTS. WHENEVER POSSIBLE, HYDRANTS SHALL BE PLACED IN LANDSCAPE ISLANDS/PENINSULAS, STREET AND DRIVE AISLE INTERSECTIONS IN PREFERENCE TO MID-BLOCK LOCATIONS.
  - HYDRANTS MUST BE LOCATED WITHIN THREE TO SIX FEET OF THE EDGE OF A FIRE ACCESS ROADWAY.
  - HYDRANTS SHALL NOT BE LOCATED IN AREAS WHERE THEY WILL BE VISUALLY OR OPERATIONALLY OBSTRUCTED (BEHIND FENCES OR WALLS, IN BUSHES, BEHIND PARKING SPACES, ETC).
  - A MINIMUM 3-FOOT CLEARANCE SHALL BE PROVIDED AROUND THE CIRCUMFERENCE OF THE HYDRANT.
  - APPROVED FIRE HYDRANTS ARE TO BE CONSIDERED PART OF A FIRE PROTECTION SYSTEM AND SHALL NOT BE REMOVED OR TAMPERED WITH UNLESS APPROVED BY TRAVIS COUNTY ESD NO. 12. TAMPERING SHALL INCLUDE, BUT IS NOT LIMITED TO, PAINTING, MODIFYING, AND OBSTRUCTING ACCESS.
  - FIRE SPRINKLER RISER ROOMS SHALL BE PROVIDED WITH EXTERIOR ACCESS. NO INTERIOR ACCESS SHALL BE PROVIDED. THE EXTERIOR ACCESS DOOR SHALL FACE A DESIGNATED FIRE LANE, UNLESS OTHERWISE APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - ANY FIRE HYDRANTS THAT HAVE NOT PASSED AN ACCEPTANCE TEST IN THE PRESENCE OF A TRAVIS COUNTY ESD NO. 12 INSPECTOR OR TEMPORARILY INOPERATIVE SHOULD BE WRAPPED WITH A BLACK BAG.
  - THE BUILDING ADDRESS SHALL BE CLEARLY VISIBLE FROM THE STREET TO WHICH IT IS ADDRESSED. FINAL NUMBERS HAVE TO BE AT LEAST 6" IN HEIGHT AND OF CONTRASTING COLOR WITH THE BACKGROUND UPON WHICH THEY ARE PLACED.
  - TEMPORARY FUEL TANKS OF 60 OR MORE GALLONS SHALL BE INSPECTED BY TRAVIS COUNTY ESD NO. 12 TO ENSURE THE APPROPRIATE REQUIREMENTS ARE MET.
  - PRIOR TO OCCUPANCY, A CLOSE OUT INSPECTION TEST OF FIRE HYDRANT FLOW IS REQUIRED BY TRAVIS COUNTY ESD NO. 12. THE CONTRACTOR SHALL CONTACT TRAVIS COUNTY ESD NO. 12 TO SCHEDULE THE ACCEPTANCE TEST. IF ANY HYDRANT FAILS THE FIRE FLOW TEST, THE ENTIRE SYSTEM FAILS THE FIRE FLOW TEST.
  - APPROVAL OF THIS PLAN SUBMITTAL DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, CODES, INFORMATION, AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE LICENSED DESIGNER AND/OR PROFESSIONAL ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, AND ADEQUACY OF THE SUBMITTAL WHETHER OR NOT THE PLAN SUBMITTAL IS REVIEWED AND APPROVED FOR CODE COMPLIANCE BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12.



NOTE:  
1. FIRE PROTECTION ACCESS TO BE PROVIDED VIA N. CALDWELL STREET AND BOYCE STREET.



NOTE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

### CAUTION - ELECTRICITY PRESENT

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	Building 1 (101 Boyce St)	Building 2 (107 Boyce St)	Building 3 (104/108 Boyce St)
Building Construction Type	V-B	V-B	V-B
Occupancy Type	R-2 & M	R-2	R-2
Total Gross Floor Area (including all floors)	12,300 SF	18,600 SF	14,700 SF
Required Fire Flow	5000	5000	5000
Available Fire Flow based on Fire Flow Test	1562	1562	1562
Allowed Fire Flow for a Sprinklered Building of this Occupancy Classification	1500	1500	1500
Sprinkler System to be Installed	13R & 13	13R	13R
Number of Apartments	7	10	8
Building Height	44 ft	44 ft	44 ft
Number of Stories	3	3	3

NO.	REVISION	DATE

9/4/2024

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**CENTRAL TEXAS**  
 205 Cimarron Park Loop, Ste. B, Buda TX 78610  
 P: 512.312.4330

**WARNING**  
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CHECKED BY: HCD

FIRE PROTECTION PLAN

## BOYCE STREET MIXED-USE DEVELOPMENT

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

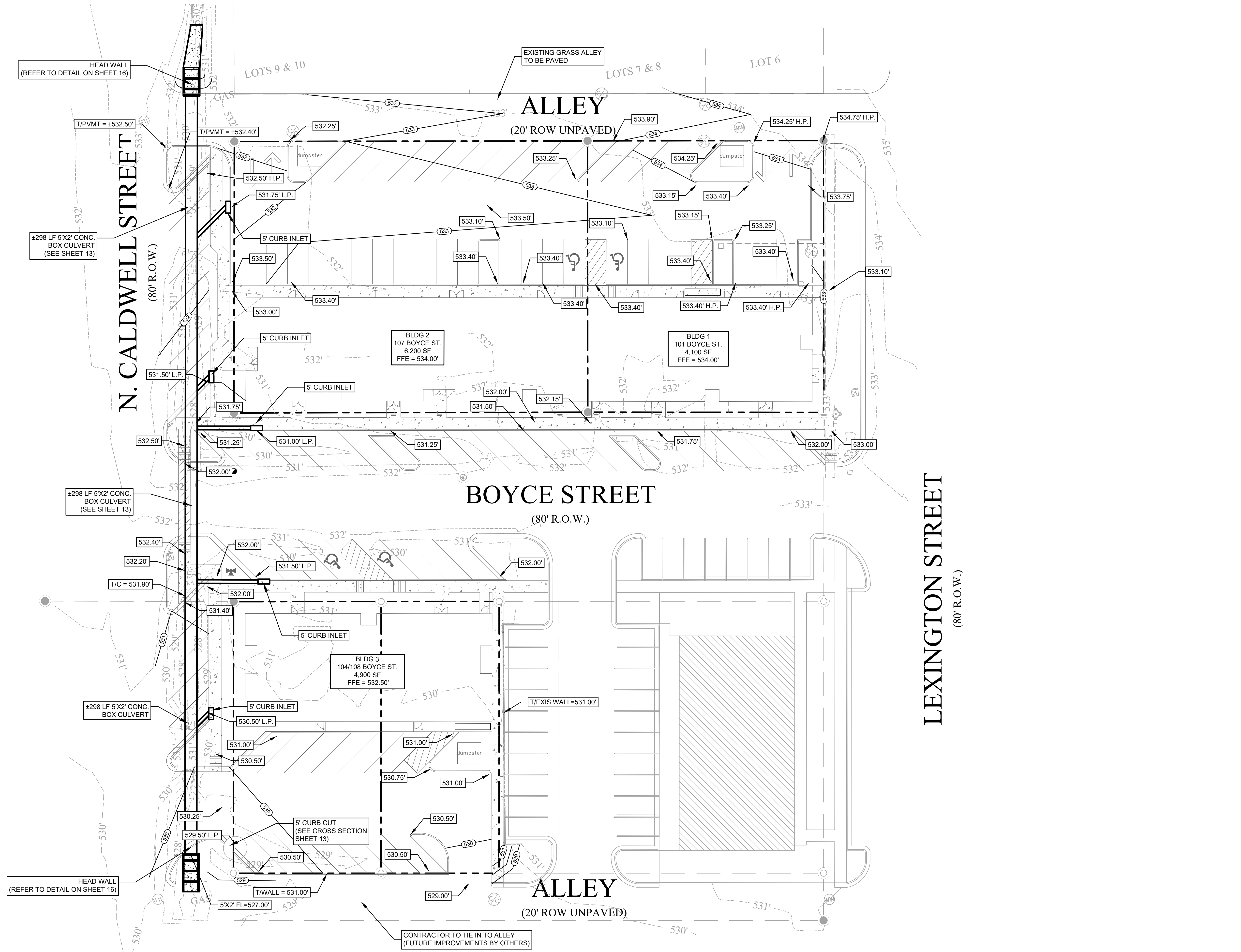
PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 11 OF 27


O:\CompanyData\Clients\1168 - BuildBack\001-24\_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001-FIRE.dwg - Layout: "FIRE PROTECTION PLAN" - Wed, Sep 04, 2024, 11:31am, By: sws.cad@sw.com





**LEGEND**

- 700 --- EXISTING CONTOURS
- 700 — PROPOSED CONTOURS
- 700.00 ○ PROPOSED SPOT ELEVATION
- PROPOSED STORM DRAIN

 **TEXAS ONE CALL SYSTEM**  
1-800-245-4545

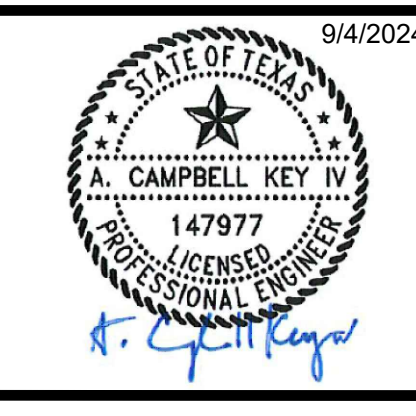
UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

**NOTE:** ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

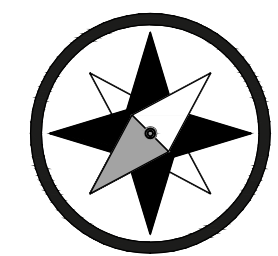
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GRADING AND DRAINAGE PLAN

**BOYCE STREET MIXED-USE DEVELOPMENT**

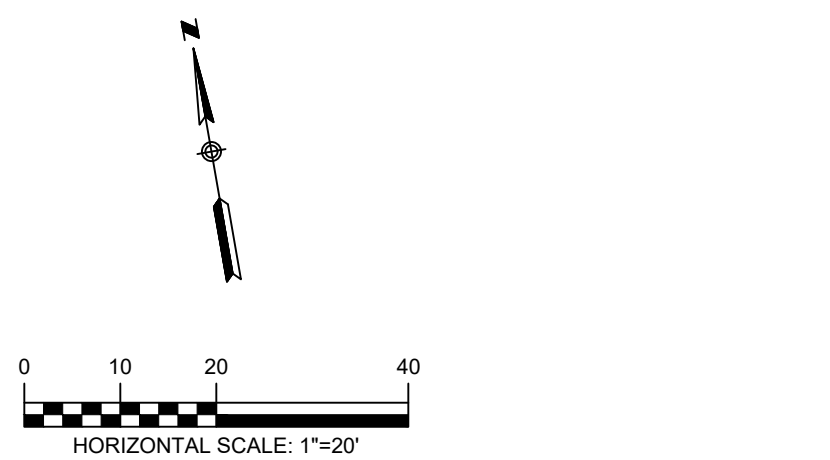
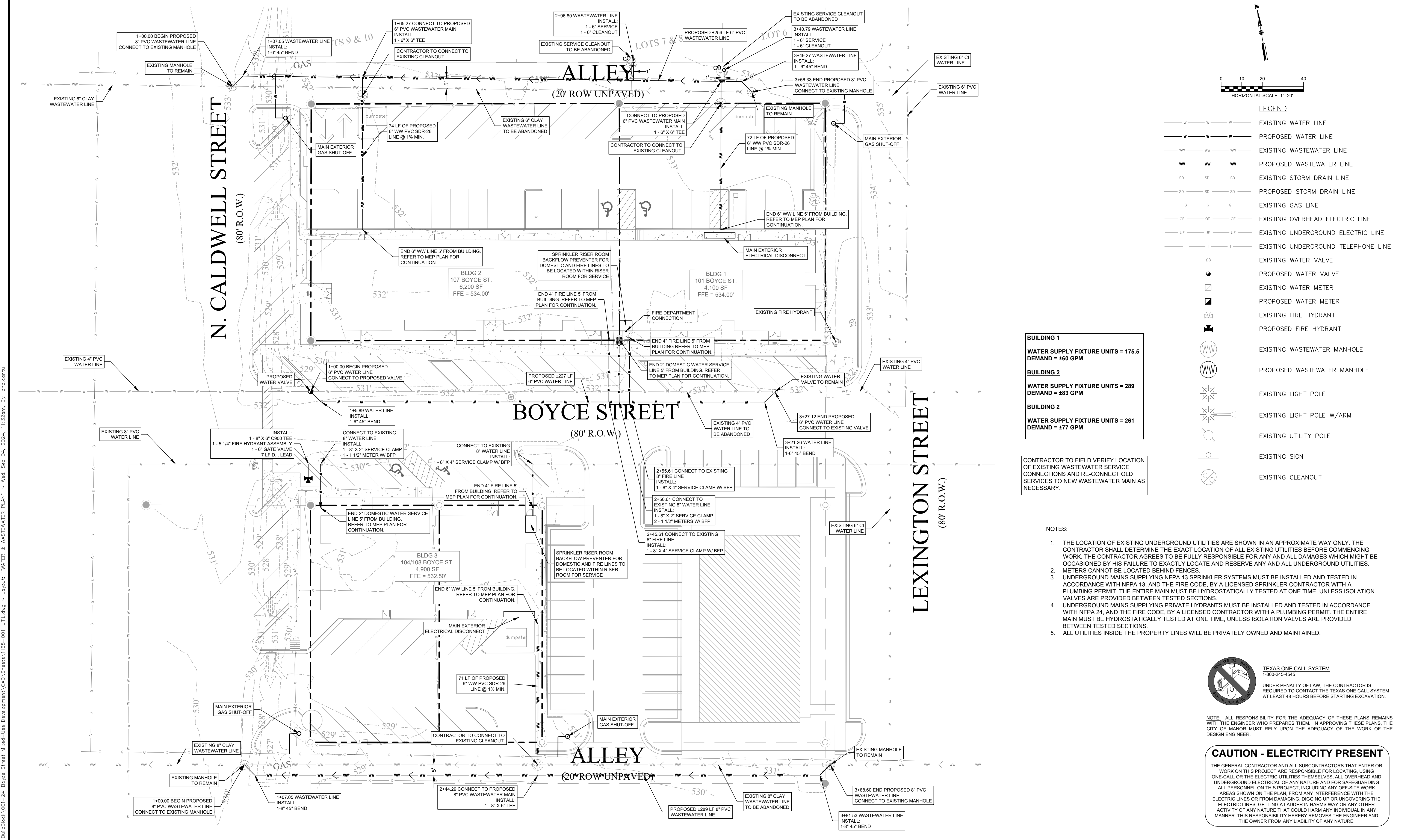
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 12 OF 27

C:\CompanyData\Clients\1168 - BullBlock\001-24\_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001\_GRA.DWG -- Layout: "GRADING AND DRAINAGE PLAN" -- Wed, Sep 04, 2024, 4:10pm, By: amc.cantu



**LEGEND**

	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING WASTEWATER LINE
	PROPOSED WASTEWATER LINE
	EXISTING STORM DRAIN LINE
	PROPOSED STORM DRAIN LINE
	EXISTING GAS LINE
	EXISTING OVERHEAD ELECTRIC LINE
	EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING UNDERGROUND TELEPHONE LINE
	EXISTING WATER VALVE
	PROPOSED WATER VALVE
	EXISTING WATER METER
	PROPOSED WATER METER
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	EXISTING WASTEWATER MANHOLE
	PROPOSED WASTEWATER MANHOLE
	EXISTING LIGHT POLE
	EXISTING LIGHT POLE W/ARM
	EXISTING UTILITY POLE
	EXISTING SIGN
	EXISTING CLEANOUT

<b>BUILDING 1</b>
WATER SUPPLY FIXTURE UNITS = 175.5
DEMAND = 160 GPM
<b>BUILDING 2</b>
WATER SUPPLY FIXTURE UNITS = 289
DEMAND = 283 GPM
<b>BUILDING 3</b>
WATER SUPPLY FIXTURE UNITS = 261
DEMAND = 277 GPM

CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING WASTEWATER SERVICE CONNECTIONS AND RE-CONNECT OLD SERVICES TO NEW WASTEWATER MAIN AS NECESSARY.

**NOTES:**

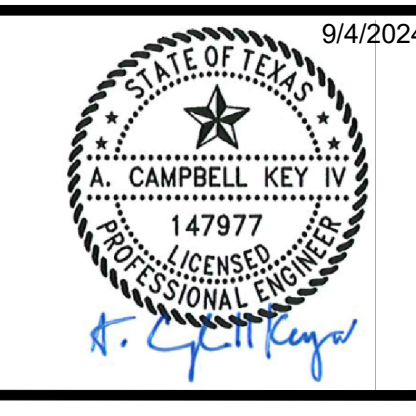
1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND RESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. METERS CANNOT BE LOCATED BEHIND FENCES.
3. UNDERGROUND MAINS SUPPLYING NFPA 13 SPRINKLER SYSTEMS MUST BE INSTALLED AND TESTED IN ACCORDANCE WITH NFPA 13, AND THE FIRE CODE, BY A LICENSED SPRINKLER CONTRACTOR WITH A PLUMBING PERMIT. THE ENTIRE MAIN MUST BE HYDROSTATICALLY TESTED AT ONE TIME, UNLESS ISOLATION VALVES ARE PROVIDED BETWEEN TESTED SECTIONS.
4. UNDERGROUND MAINS SUPPLYING PRIVATE HYDRANTS MUST BE INSTALLED AND TESTED IN ACCORDANCE WITH NFPA 24, AND THE FIRE CODE, BY A LICENSED CONTRACTOR WITH A PLUMBING PERMIT. THE ENTIRE MAIN MUST BE HYDROSTATICALLY TESTED AT ONE TIME, UNLESS ISOLATION VALVES ARE PROVIDED BETWEEN TESTED SECTIONS.
5. ALL UTILITIES INSIDE THE PROPERTY LINES WILL BE PRIVATELY OWNED AND MAINTAINED.

TEXAS ONE CALL SYSTEM  
1-800-245-4545  
UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

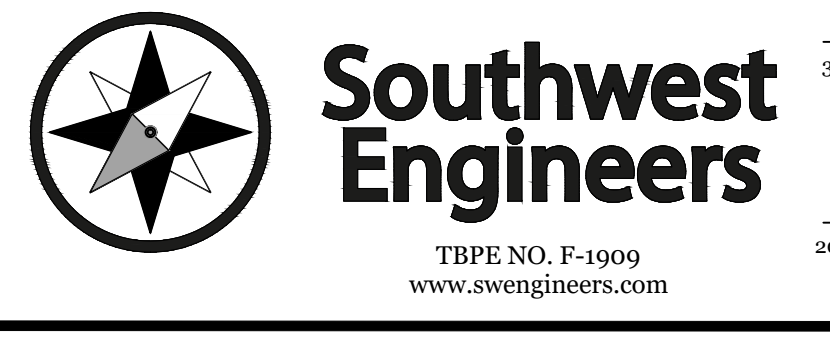
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WATER & WASTEWATER PLAN

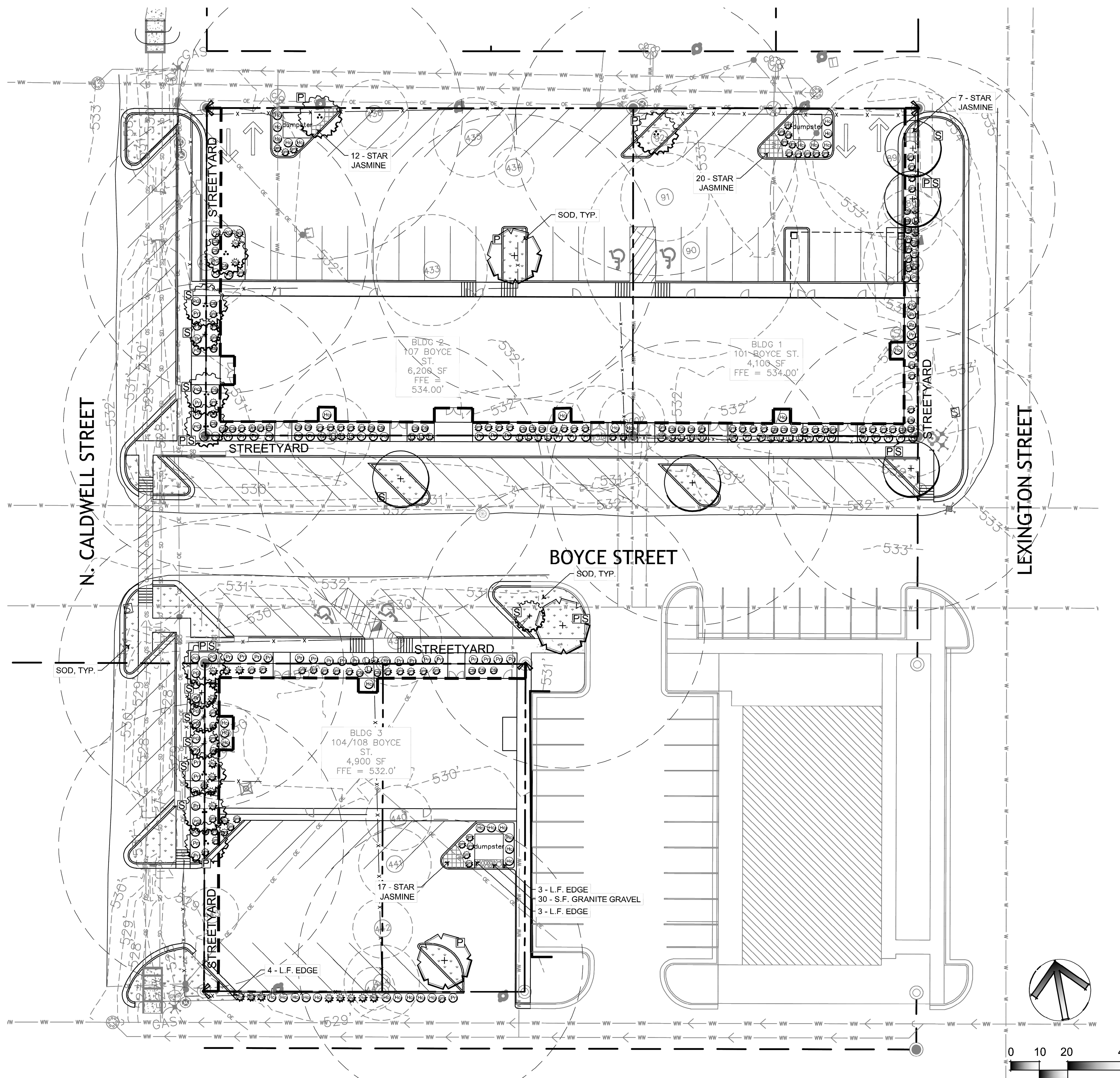
**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 17 OF 27



CANOPY TREES	
SYMBOL	COMMON NAME
	LIVE OAK
	CEDAR ELM
	TEXAS PISTACHE

FOR REFERENCE ONLY

O:\CompanyData\Clients\1168 - Build\1168 - Boyce Street Mixed-Use Development\CAD\Sheets\1168-001\_LSCD.dwg - Layout: "LANDSCAPE PLAN" - Wed, Sep 04, 2024, 11:34am, By: ana.cantu

NO.	REVISION	DATE

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LANDSCAPE PLAN

**BOYCE STREET MIXED-USE DEVELOPMENT**  
 101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

NO.	REVISION	DATE

**carrillo DEAN**  
 Landscape Architecture

7301 Via Correto Dr. • CarrilloDean.com  
 Austin, Texas 78749 • Phone: 512-535-7303



PROJECT NAME  
**BOYCE STREET COMMERCIAL**

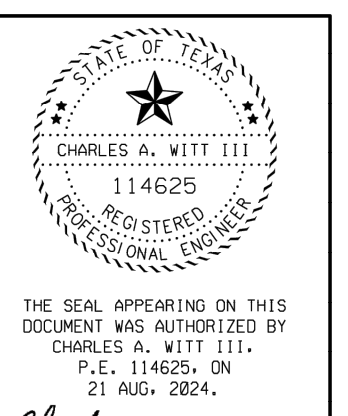
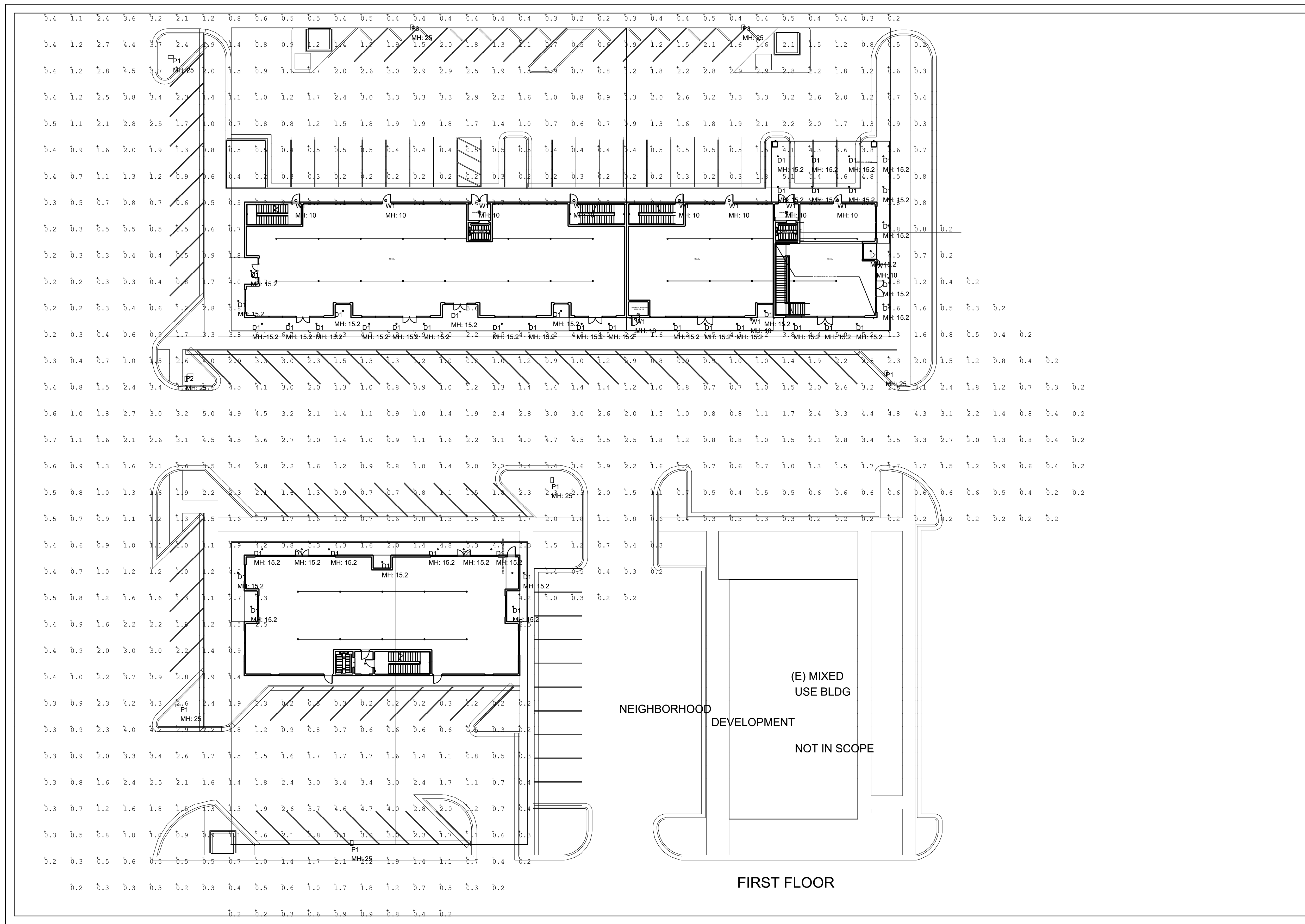
PROJECT ADDRESS  
**101 BOYCE STREET  
 MANOR, TX 78653**

DATE 08/27/24	SCALE AS SHOWN	JOB NO. 128-06
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SHEET TITLE  
**LANDSCAPE PLAN**

SHEET NO.  
**L1.1** OF X

PROJECT NO. <u>1168-001-24</u>
DRAWING NO. _____
SHEET <u>24</u> OF <u>27</u>



Charles A. Witt III  
Date

100% SUBMITTAL	21-AUG-24	Date	Description	Mark
1				



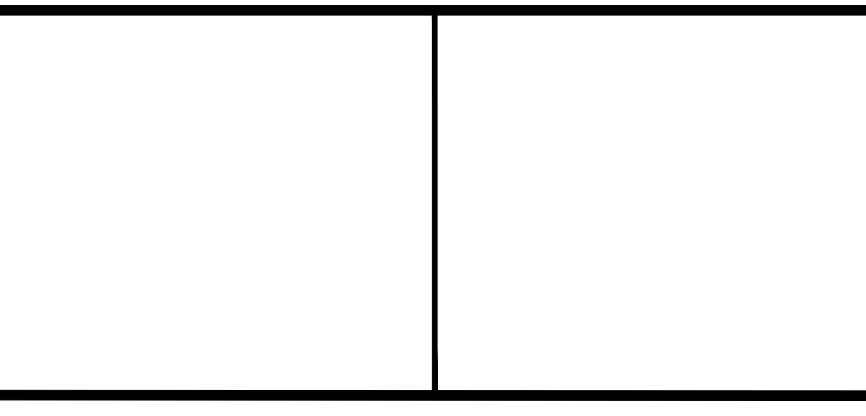
SITE PHOTOMETRIC PLAN  
BOYCE PROJECT

SHEETNUMBER  
**E-002**

**FOR REFERENCE ONLY (N.T.S)**

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NO.	REVISION	DATE



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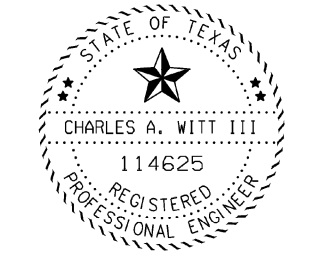
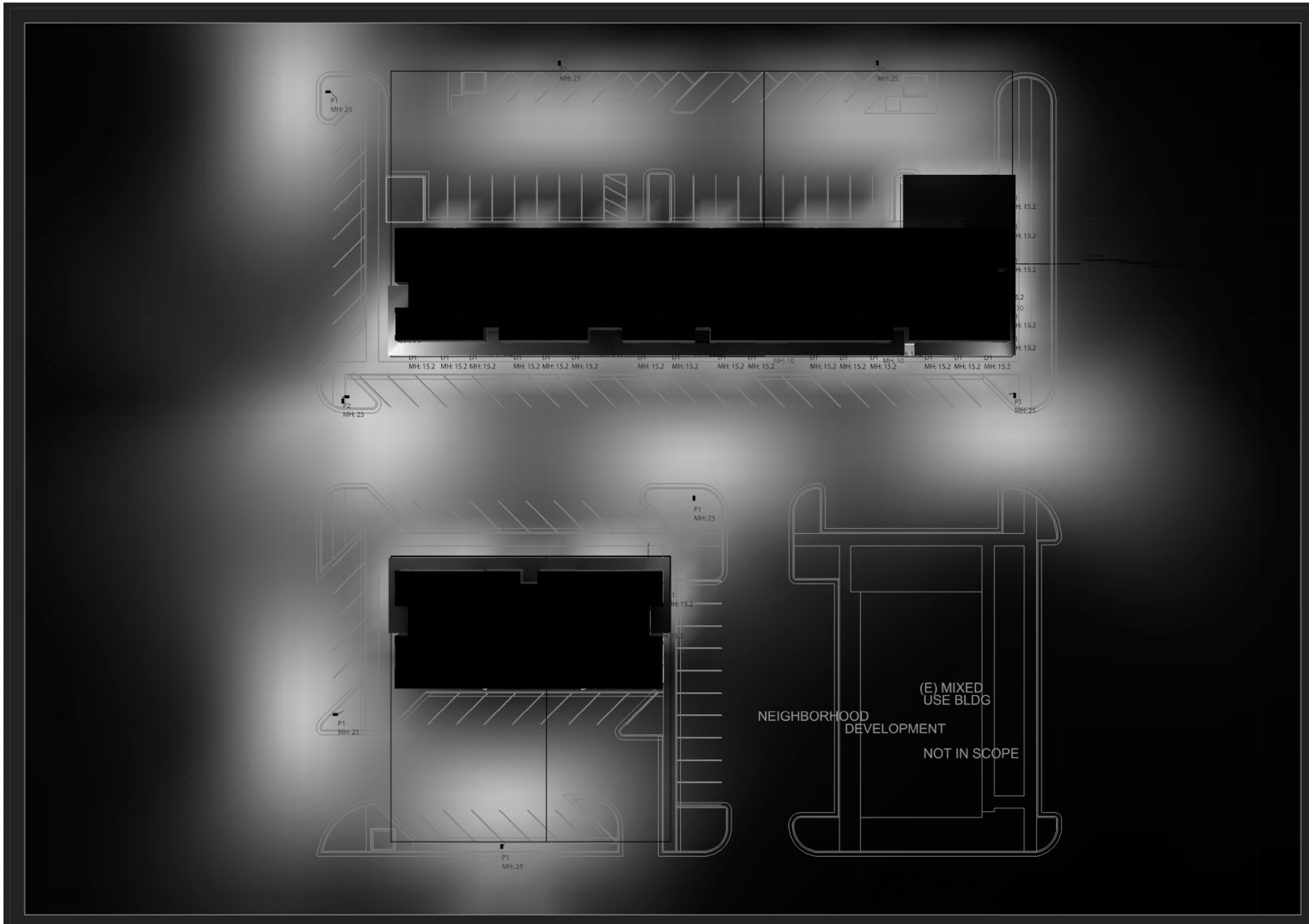
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PHOTOMETRIC PLAN (1 OF 2)

**BOYCE STREET MIXED-USE DEVELOPMENT**  
 101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. <u>1168-001-24</u>
DRAWING NO. _____
SHEET <u>26</u> OF <u>27</u>

- GENERAL NOTES:
1. NOT FOR CONSTRUCTION PURPOSES.
  2. ALL CALCULATIONS CONTAIN AN ERROR FACTOR OF +/- 10%.
  3. CALCULATION POINT SPACING IS 10' x 10'
  4. ALL CALCULATIONS ARE IN FOOT CANDLE MEASUREMENTS
  5. UNLESS OTHERWISE NOTED - ALL REFLECTANCE VALUES ARE CALCULATED USING THE DEFAULT VALUES OF: PARKING LOT = .2, WALLS = .2, CEILING = .2
  6. FIXTURE MOUNTING HEIGHT: NOTED ON PLAN



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHARLES A. WITT III, P.E. 114625, ON 21 AUG. 2024.

Charles A. Witt III

21-AUG-24	Date
1	100% SUBMITTAL
	Description
	Mark

650 SHELL STONE TRAIL  
GEORGETOWN, TX 78628  
C: 512-639-3131  
CO. # F-15327

SITE PHOTOMETRIC PLAN  
BOYCE PROJECT

Symbol	Qty	Label	Arrangement	MANUFACTURE	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
⊕	45	D1	Single	PRESCOLITE	LBRP-M-LSSL-WD_LBRP-6RD-T-D	0.900	848	9.3	418.5
⊕	5	P1	Single	LSI	MRS-LED-15L-SIL-3-40-70CRI	0.900	15933	111	555
⊕	1	P2	2 @ 90 degrees	LSI	MRS-LED-15L-SIL-4-40-70CRI	0.900	15698	111	222
⊕	2	P3	Single	LSI	MRS-LED-15L-SIL-3-40-70CRI-IL	0.900	10674	111	222
⊕	11	W1	Single	SAGE	RWC-ADA-FS-BK (4000K)	0.900	622	9.4	103.4

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
BOYCE PROJECT FULL SITE CALC_Planar	Illuminance	Fc	1.55	6.7	0.1	15.50	67.00

SHEETNUMBER  
**E-003**

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NO.	REVISION	DATE

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PHOTOMETRIC PLAN (2 OF 2)

**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24
DRAWING NO. _____
SHEET 27 OF 27

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AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Jones, Economic Development Director  
**DEPARTMENT:** Economic Development

---

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Chapter 380 Grant Agreement to Jiwon Jung owner of the property located at 101 W. Boyce Street to provide development incentives for the development of the property and employment opportunities.

### BACKGROUND/SUMMARY:

This Chapter 380 Grant Agreement is for one tract of land located at 101 W. Boyce Street owned by Jiwon Jung which is part of a larger development known as the Boyce PJT Development that consists of three tracts of land and two property owners, Jiwon Jung and Build Block, Inc. The three tracts that make up the Boyce PJT Development each have their own individual Chapter 380 Grant Agreement due to ownership and as requested by property owner, Jiwon Jung, to allow for an assignment of the rights and obligations of the Chapter 380 Grant Agreement if the property is sold. Both owners consent to have one development covered by three separate development agreements.

This Chapter 380 Grant Agreement arises under a concurrent development agreement for the property and provides for assignment if owner sells the property to TX Zone, LLC.

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

- Chapter 380 Grant Agreement – 101 Boyce Street

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Chapter 380 Grant Agreement for 101 W. Boyce Street as presented.

---



**WHEREAS**, Chapter 380 of the Texas Local Government Code provides statutory authority for granting the economic incentives and administering the Policy provided herein; and

**WHEREAS**, the City Council finds that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, the CITY and the OWNER, for and in consideration of the mutual premises and promises contained herein, the receipt and sufficiency thereof is hereby acknowledged, do hereby agree, covenant and contract as set forth below:

**I.**  
**Definitions**

- A. **“Business Operations”** refers to the OWNER’S business operating on the Property.
- B. **“Business Personal Property”** is defined as tangible personal property, materials, supplies, equipment, inventory, fixtures, or other personal property that are attributable to the Business Operations and located at the Premises and to the structures and uses present on the Property subject to ad valorem taxes, and that are not included in the definition of real property in Section 1.04(2) of the Texas Tax Code, as amended.
- C. **“Calendar Year”** means the twelve month period of time that begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> of the same numbered year.
- D. **“Chapter 380 Grant”** is defined as the economic incentive payment further described in Article V, not to exceed the Maximum Grant Amount.
- E. **“Certificate of Occupancy”** means the final certificate of occupancy issued by the City for the Facility.
- F. **“Eligible Property”** is defined as the Property, all real property improvements affixed to the Property and business property located thereon.
- G. **“Facilities”** means the building totaling approximately 14,100 square feet, suitable for the Business Operations, constructed on the Property in accordance with the CITY-approved plans, and applicable local, state, and federal regulations, out of which the Business Operations will be conducted.
- H. **“Full-time Employee or FTE”** is defined as an employee or on-site independent contractor of the OWNER or its tenants or subtenants whose assigned work location is at the Property in the City of Manor and is working at least a thirty (30)-hour work week. An “on-site independent contractor” is a person who regularly performs work on the Property on average of thirty (30) hours per week. Multiple part-time employees shall be the equivalent of one Full-Time Employee so long as the aggregate number of hours regularly worked by the part-time employees counted toward a Full-Time Employee meets or exceeds thirty (30) hours per week on average.



- I. **“Grant Criteria”** is defined as the criteria set forth in Article IV that the OWNER must meet to receive the Chapter 380 Grant defined in Article V.
- J. **“Maximum Grant Amount”** shall mean the the total amount of payments paid to OWNER under this Agreement, whether by Sales Tax Rebate, Real Property Tax Rebate, or combination thereof, in the schedule provided in Section V.A.1 herein and in an amount not to exceed \$303,009.
- K. **“Ongoing Documentation”** is defined as copies of the following documents for the tax year for which a Chapter 380 Grant is sought: (1) proof of compliance with Section IV.A(2); (2) proof that the OWNER or its tenants or subtenants whose assigned work location is at the Property has employed the number of FTE’s required by this Agreement; (3) proof of payment ad valorem and business personal property taxes; and (4) the 380 Grant Certification described in Article VI. The CITY may reasonably request additional records to support the information shown in the Ongoing Documentation and compliance with the applicable Grant Criteria.
- L. **“Ongoing Grant Criteria”** is defined as the criteria the OWNER is required to meet for payment of Chapter 380 Grants after Year 1, which are set forth in Section IV.A(2).
- M. **“Premises”** are defined as the real property (land and improvements) located on the Property.
- N. **“Project”** is defined to mean the Facility, together with all other accessory and permitted uses on the Property, upon which the Business Operations will be conducted.
- O. **“Property”** is defined as that certain .294 acre tract, being more particularly described in **Exhibit A**.
- P. **“Annual Incentive Payment(s)”** means the quarterly Sales Tax Rebate and Real Property Tax Rebate for the four calendar quarters in each of the three (3) full Calendar Years that follow the first Sales Tax Rebate Payment.
- Q. **“Real Property Improvements”** are defined as improvements to the Property, which shall include the Project and any other buildings, structures or fixtures erected or affixed to land on the Property that are included in the definition of real property set forth in Section 1.04(2), Texas Tax Code as amended.
- “Real Property Tax Rebate”** means the percentage of Real Property Taxes paid by the OWNER and actually received by the City and paid to the OWNER pursuant to Section V.A.1.
- R. **“Real Property Taxes”** shall mean the ad valorem tax assessed on the Eligible Property or a portion thereof, as appropriate, appraised by the Travis Central Appraisal District.
- S. **“Sales Tax”** means, as of the Effective Date, the levied 1.5% sales tax for commercial activity on the Property less the 0.5% sales tax enacted by the City of property tax reduction, equaling a total of 1.0% sales tax.

- T. **“Sales Tax Rebate”** means the percentage of Sales Tax paid by the OWNER and actually received by the City and paid to the OWNER pursuant to Section V.A.1.
- U. **“Threshold Documentation”** is defined as copies of the following documents: (1) proof of compliance with Section IV.A(1); (2) proof that the OWNER has employed the number of FTE’s required by this Agreement; (3) proof that \$3.5 million in Real Property Improvements were constructed on the Property (provided by receipts); (4) proof that \$200,000 in furniture, fixtures, and equipment have been invested in and exist at the Project (receipts and visual inspection); (5) proof that the Certificate of Occupancy for the Facility and documentation acceptable to the CITY demonstrating that the Facility was installed and completed on the Property, but not later than December 31, 2026; (6) the OWNER has employed the number of FTE’s required by this Agreement; and (7) the 380 Grant Certification described in Section VI.A. The CITY may request additional records to support the information shown in the Threshold Documentation or compliance with this Agreement.
- V. **“Threshold Grant Criteria”** is defined as the criteria the OWNER is required to meet for payment of Chapter 380 Grants to be paid, which are set forth in Section IV A(1).
- W. **“Year 1”** is defined as the tax year following the date on which the Facility is constructed and completed on the Property, a Certificate of Occupancy is issued for the Facility, and the OWNER begins Business Operations with the required number of FTE’s.

## II.

### General Provisions

- A. The Eligible Property is not in an improvement project financed by tax increment bonds.
- B. The Eligible Property is not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.
- C. It is acknowledged and agreed by the parties that the completion of the Project is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the City.

## III.

### Representations and Warranties

- A. The CITY hereby represents and warrants to the OWNER that the CITY has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary CITY proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the CITY, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.
- B. The OWNER hereby represents and warrants to the CITY that the OWNER has full constitutional and lawful right, power, and authority, under current applicable law, to

execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by the OWNER's governing body or authority by all actions necessary to bind the OWNER to his Agreement. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of OWNER, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity. OWNER represents and warrants that OWNER is a registered business in the State of Texas.

#### IV. Performance Criteria

##### A. Grant Criteria.

##### B.

1. **Threshold Grant Criteria.** The following events must occur for the OWNER to receive the Chapter 380 Grant described in Article V:
  - a. The OWNER constructs at least \$3.5 million in Real Property Improvements on the Property and \$200,000 in furniture, fixtures, and equipment investment being utilized in the businesses located at the Property.
  - b. The OWNER completes and obtains a Certificate of Occupancy for the Facility not later than December 31, 2026.
  - c. The OWNER commences the Business Operations on the Property and employs at least 12 Full-Time Employees at the Business within 240 days of obtaining the Certificate of Occupancy.
  - d. The OWNER is in compliance with Sections IV.B-D.
  
2. **Ongoing Grant Criteria.** After the first Chapter 380 Grant payment made to the OWNER, the OWNER must comply with the following requirements for each year in which the OWNER seeks a Chapter 380 Grant payment:
  - a. The Facility is continuously open for business during regular business hours and Business Operations are conducted at the Facility.
  - b. Tenants/Subtenants/Occupants of the Business Operations portion of the Property employ the following minimum number of Full Time Employees at the Business:
    1. 12 Full Time Employees with an average annual salary of
    3. \$70,000 (see I above).
  - c. The OWNER is in compliance with Section IV.B-D.
  
- C. The Project shall conform to the applicable building codes, zoning ordinances, plans approved by the jurisdiction issuing permits for the Project, and all other applicable Federal and State Laws, ordinances, and regulations.
  
- D. The OWNER shall not allow the ad valorem taxes or business personal property owed to CITY or the Travis Consolidated Independent School District (hereinafter, the "District") on any real property or business personal property owned by OWNER and located within

the City of Manor or the District to become delinquent beyond the last day they can be paid without assessment of penalty. Notwithstanding the foregoing the OWNER may contest and appeal any and all taxes/ad valorem taxes associated with the Property and owed to the District or any other applicable governmental entity, and during such appeal/contest the OWNER shall not be required to pay taxes/ad valorem taxes associated with the Property to the District or any other applicable governmental entity until such time as the contest/appeal is finally and fully resolved, and in such event the City shall not be required to pay the Chapter 380 Grant until the contest/appeal is finally and fully resolved.

- E. The OWNER covenants and certifies that the OWNER does not and will not knowingly and directly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if the OWNER is convicted of a violation under 8 U.S.D. Section 132(a)(f), the OWNER shall repay to the CITY the full amount of Chapter 380 Grants made under Article V of this Agreement. Repayment shall be paid within 120 days after the date following an un appealable conviction of the OWNER, provided, however, the OWNER shall not be liable for a violation by a subsidiary, affiliate, or franchisee of the OWNER or by a person with whom the OWNER contracts including, but not limited to, all tenants and subcontractors.

## V.

### Economic Development Grants

#### A. Chapter 380 Grants.

1. Subject to the terms and of this Agreement, and OWNER's full and timely performance of, and compliance with, each of the applicable Grant Criteria set forth in Article IV, the CITY agrees to pay to OWNER the following Chapter 380 Grant commencing in Year 1 and continuing for each subsequent year up to 9 additional years, provided that the Chapter 380 Grant will cease when the Maximum Grant Amount has been reached:
  - Year 1:
    - An amount equal to 100% of the Real Property Taxes received by the City on an annual basis.
    - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
  - Year 2:
    - An amount equal to 90% of the Real Property Taxes received by the City on an annual basis.
    - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
  - Year 3:
    - An amount equal to 80% of the Real Property Taxes received by the City on an annual basis.

- An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 4:
  - An amount equal to 70% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 5:
  - An amount equal to 60% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 6:
  - An amount equal to 50% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 7:
  - An amount equal to 40% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 8:
  - An amount equal to 30% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 9:
  - An amount equal to 20% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 10:
  - An amount equal to 10% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.

**B. Payment of Annual Chapter 380 Grants**

1. The City shall pay the Real Property Tax Rebate Amount annually and the Sales Tax Rebate quarterly as provided in this Subsection B. To be eligible to receive the Chapter 380 Grant in the years following Year 1, the terms of V.A.1 must be

met each year. The OWNER will not be paid the 380 Grant payment for those tax years in which the Ongoing Grant Criteria are not met.

2. Each year on or before April 30, the OWNER shall provide the City the Documentation described in Article VII. The City shall pay the Real Property Tax Rebate Amount annually upon the later to occur of: (i) forty-five (45) days following the date the Documentation is received by the City; or (ii) within forty-five (45) days following the date the Real Property Taxes are received by the City and the OWNER has notified the City that the taxes have been paid; provided that the applicable Grant Criteria as set forth in Article V have been met.
3. After receipt for the Documentation for a particular year, the City shall pay the OWNER the Sales Tax Rebates for the Calendar Year in which the Documentation was provided; provided that the applicable Grant Criteria as set forth in Article V have been met. The Sales Tax received by the City for the twelve (12) calendar quarters of the three Calendar Years beginning with Year 1 will be deposited and paid out to the OWNER, in arrears. The City shall pay each respective Quarterly Incentive Payment to the OWNER on or before the thirtieth (30<sup>th</sup>) day of the month that follows the receipt by the City from the State of Texas of the Sales Tax for the previous calendar quarter within each Calendar Year each year in which the applicable Grant Criteria are met.
4. As a statutory requirement, all payments of Chapter 380 Grants are subject to the CITY's budget and reconciliation procedure.

C. **Maintenance of Books and Records.** The CITY shall maintain complete books and records showing ad valorem taxes received by the CITY from the Property, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of OWNER during normal business hours upon request made not less than five (5) business days prior to the date of the examination. The CITY shall maintain such books and records throughout the term of this Agreement and store the same for four (4) years thereafter.

## VI.

### **Reports, Audits and Inspections**

A. **Annual Certification and Reports.** The OWNER shall certify in writing to the CITY that the OWNER is in compliance with the terms of this Agreement, and shall provide the CITY with reports and records reasonably necessary to demonstrate fulfillment of the performance criteria set forth in Article IV as follows:

1. **Certification.** OWNER shall complete and certify a 380 Grant Certification in a form substantially similar to that set forth in **Exhibit B**, which shall include the

OWNER Threshold or Ongoing Documentation, as appropriate. Such Documentation and Certification shall be submitted at the time the OWNER pays its respective Real Property Taxes.

2. **FTE Documentation.** The Certification form shall be accompanied by the following minimum reports and records to establish compliance with the minimum FTE requirements set forth in this Agreement:
  - a. A certified payroll list (or functional equivalent for contractors performing services on-site of development) submitted by January 31 of each year which includes a list of all Full-time Equivalent Employees employed by the Employer at the Property during the prior calendar year. The annual employment report must include the following information and must also include a certification verifying that the information provided is true and accurate:
    - i. Name of Reporting Entity
    - ii. Reporting Period
    - iii. Name of Each Employee.
    - iv. Position Title of Each Employee.
    - v. Average Number of Hours Worked Per Week by Each Employee during the Reporting Period.
    - vi. Actual Taxable Compensation Paid to Each Full-Time Employee during the Reporting Period (amount that will be reported in Box 1 of IRS Form W2 Wage & Tax Statement and/or 1099, as appropriate)
  
3. **Sales Tax Reports.** The OWNER shall provide or cause to be provided to the City any required permission to access information filed with the State of Texas related to sales taxes collected and remitted to the State of Texas by the OWNER on the Property promptly upon request by the City to allow the City to verify the amount of Sales Tax Rebate to be paid to the OWNER under this Agreement. The City shall not be required to pay the Sales Tax Rebate until the City has received all permissions required to access such information, and the Sales Tax Rebate shall be calculated solely on sales tax receipts that can be verified based on records held by the State of Texas.
  
4. **Additional Reports.** The, OWNER shall furnish CITY any additional records and information reasonably requested to support the Grant Criteria and the reports required by this Agreement. The OWNER shall further furnish the CITY with copies of or access to additional information reasonably required to verify the information set forth in the Threshold or Ongoing Documentation.
  
- B. **Right to Audit Books and Records.** CITY shall have the right to audit the books and records of the OWNER used in generating the reports listed in Article VI(A) above. CITY shall notify the OWNER in advance in writing of their intent to audit in order to allow the OWNER, as applicable, adequate time to make such books and records available (in no event shall the OWNER, as applicable, have less than five (5) business in order to make such books and records available).

- C. **Inspection.** At all times throughout the term of this Agreement, CITY shall have reasonable access to the Property upon providing at least 48 hours' written notice to the OWNER for the purpose of inspecting the Property to ensure that the Facility is designed, constructed and installed in accordance with the terms of this Agreement. Notwithstanding the foregoing, the CITY's inspection of the Property shall not interfere with the operation of the Property.

## **VII. Breach**

- A. **Breach.** A breach of this Agreement may result in termination or modification of this Agreement as provided herein. The following conditions shall constitute a breach of this Agreement:
1. The OWNER fails to meet the performance criteria as specified in Article IV above for a period of two consecutive grant years.
  2. The OWNER falsely certifies that the performance criteria in the Threshold Documentation submitted to the CITY under Article VI has been met.
  3. CITY fails to timely make payments to the OWNER under the terms of this Agreement.
- B. **Notice of Breach.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. 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 pursue a cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous pursuit 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 in writing (such agreement not to be unreasonably withheld). If a default is not cured within the applicable Cure Period, or any extension of the cure period described herein, then the non-defaulting Party may terminate this Agreement, pursue the remedies set forth in this Agreement, as well as any other remedies available in equity or law.
- C. **Repayment of Chapter 380 Grants.** In the event that the OWNER commits a breach of this Agreement according to Section VII.A(2), the OWNER shall pay back to the CITY the Chapter 380 Grant for the tax year for which false certification was submitted within



thirty (30) days of written demand by the CITY. There shall be no repayment obligation for any certification later determined to be substantively incorrect if OWNER relies in good faith on information received from third parties, including tenants and subtenants, as long as OWNER uses proper and reasonable due diligence and professional methods in collecting such information.

- D. **Tax Lien Not Impaired.** It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the Property. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, “property” refers to the Premises and Eligible Property described herein.
- E. **Limitations on Liability.** The CITY shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the CITY shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code. The parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty or governmental immunity on the part of the CITY.
- F. **Personal Liability of Public Officials; No Debt Created.** No employee of the CITY, nor any councilmember or agent of the CITY, shall be personally responsible for any liability arising under or growing out of this Agreement. The Chapter 380 Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by the CITY. Under no circumstances shall the CITY’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

## VIII.

### **Indemnification**

**OWNER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO OWNER’S ACTIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO OWNER OR OWNER’S AFFILIATE’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF OWNER OR OWNER’S AFFILIATE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF OWNER OR OWNER’S AFFILIATE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE**

**PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. OWNER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF OWNER OR OWNER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

**IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY OWNER TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. OWNER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.**

**IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE OWNER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.**

**IX.**  
**Notice**

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

**OWNER:** Jiwon Jung  
204 W. 31<sup>st</sup>. St.  
Austin, TX 78705

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**With a copy to:**

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**CITY:** City of Manor  
 Attn: Economic Development Director  
 105 E. Eggleston Street  
 Manor, TX 78653  
 sjones@manortx.gov

**With a copy to:** The Knight Law Firm  
 Attn: Veronica Rivera  
 223 E. Anderson Ln.  
 Austin, TX 78752

**X.**  
**City Council Authorization**

This Agreement was authorized by motion and vote of the City Council recorded in the minutes authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

**XI.**  
**Severability**

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**XII.**  
**Estoppel Certificate**

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the party(ies) to receive the certificates.

**XIII.**  
**Standing**

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

**XIV.**  
**Applicable Law**

This Agreement shall be construed under the laws of the State of Texas without regarding to its conflict of laws provisions. Venue for any action under this Agreement shall be the State's District Court of Travis County, Texas. This Agreement is performable in Travis County, Texas.

**XV.**  
**Force Majeure**

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, pandemic, material or labor shortage, strike, civil unrest, governmental action, or any other reason beyond the reasonable control of the respective party, or other casualty or event of a similar nature.

**XVI.**  
**No Other Agreement**

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

**XVII.**  
**Headings**

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XVIII.**  
**Successors and Assigns; Independent Contractor Status**

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

Notwithstanding the foregoing, the City Council hereby agrees and approves Owner

assigning this Agreement to TX Zone, LLC, a Texas limited liability company with respect to all of the Property, so long as the Owner assigns this Agreement in writing and provides the City Manager thirty (30) day's prior written notice of any such assignment. Upon receipt of the executed assignment between Owner and TX Zone, LLC by the City Manager, the Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement.

OWNER shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements. This Agreement does not create a partnership nor employment relationship with the City.

**XIX.**  
**Counterparts**

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

**XX.**  
**No Third-Party Beneficiaries**

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or the OWNER; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or the OWNER.

**XXI.**  
**Remedies**

Except as provided in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

**XXII.**  
**Term and Termination**

A. A. **Term.**

Unless terminated earlier as provided herein, this Agreement shall terminate upon the earliest occurrence of any one or more of the following: (1) the written agreement of the Parties; or (2) The Agreement's Expiration Date. The Expiration Date shall be the date that the Maximum Grant Amount is paid to OWNER; provided that the following shall survive termination of this Agreement for any reason: ; Article III; Article V; Article VI.B; Article VII; Article VIII; Article XIII, Article XIV, Article XV, Article XVI, Article XVIII, Article XX, and Article XXI.

B. **Termination.**

C. During the term of this Agreement, should the OWNER commit a breach of this Agreement according to the Sections VII.A(1) or (2), the CITY may terminate this Agreement, subject to Section VII.B. In addition, the CITY may terminate the Agreement in the event that the OWNER fails to obtain a Certificate of Occupancy for the Project by December 31, 2026 by giving thirty (30) days' written notice to the OWNER.

**XXVII.**  
**Statutory Verifications**

- D. In accordance with Chapter 2270, Texas Government Code, the CITY may not enter into a contract with a OWNER for goods and services unless the contract contains a written verification from the OWNER that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the OWNER verifies that the OWNER does not boycott Israel and will not boycott Israel during the term of this Agreement.
- E. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the OWNER represents that the OWNER and all wholly owned subsidiary, majority-owned subsidiary, parent OWNER and affiliates of OWNER do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, the OWNER represents that the OWNER and all wholly owned subsidiary, majority-owned subsidiary, parent OWNER and affiliates of OWNER do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase "Discriminates Against a Firearm Entity or Firearm Trade Association" as used in this paragraph have the meanings assigned to the phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" in Section 2274.001(3) of the Texas Government Code, as amended.
- F. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the OWNER represents that neither the OWNER nor any wholly owned subsidiary, majority-owned subsidiary, parent OWNER or affiliate of OWNER (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase "Boycott Energy

Companies” as used in this paragraph have the meanings assigned to the phrase “Boycott Energy OWNER” in Section 809.001 of the Texas Government Code, as amended.

- G. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, OWNER represents that OWNER nor any wholly owned subsidiary, majority-owned subsidiary, parent OWNER or affiliate of OWNER is a OWNER listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. Further, OWNER represents that OWNER nor any wholly owned subsidiary, majority-owned subsidiary, parent OWNER or affiliate of OWNER is a OWNER listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- H. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

### **XXVIII.**

#### **Interpretation**

The parties to this Agreement have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and neither more for or against any party.

### **XXIX.**

#### **Effective Date**

This Agreement shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written above.

**JIWON JUNG**

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

**WITNESS:**

\_\_\_\_\_

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

**Acknowledgment**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (*description of identity card or other document*)) to be the person whose name is subscribed to the foregoing instrument.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\_\_\_\_\_  
MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY'S PRINTED NAME



**CITY OF MANOR, TEXAS**

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

\_\_\_\_\_  
CITY MANAGER

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

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
CITY SECRETARY

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
CITY ATTORNEY

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

**THE STATE OF TEXAS**

§  
§  
§

**CITY OF MANOR, TEXAS**

**COUNTY OF TRAVIS**

**Acknowledgment**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF MANOR, TEXAS**, a municipal corporation of Travis and Travis Counties, Texas, and as the \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR

THE STATE OF TEXAS

\_\_\_\_\_  
MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY'S PRINTED NAME

**EXHIBIT A**  
**The Property**

**EXHIBIT B**

**CITY OF MANOR  
CHAPTER 380 AGREEMENT (THE "AGREEMENT") GRANT REPORT FORM**

**Chapter 380 Grant Certification**

**PROJECT STATUS – THRESHOLD GRANT CRITERIA (provide in Year 1 only)**

Certificate of Occupancy for the Project issued \_\_\_\_\_.

Business Operations commenced on \_\_\_\_\_.

Provide documentation of expenditure of at least \$3.5 million in Real Property Improvements on the Property

Documentation acceptable to the City establishing the number of FTE's employed at the Facility by the OWNER.

**Please provide each of the following documents as an attachment to this Certification:**

- Proof of payment of the ad valorem and business personal property taxes.
- Documentation acceptable to the City establishing the number of FTE's employed at the Facility by the OWNER.

**CERTIFICATION**

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Chapter 380 Grant Certification are true and accurate and in compliance with the terms of the Chapter 380 Agreement with the City of Manor. I further certify that to the best of my knowledge and belief, I am have met the requirements of the Threshold Grant Criteria, as that terms is defined in the Agreement applicable to the mixed use building project.

\_\_\_\_\_  
Printed Name and Title of Certifying Officer

\_\_\_\_\_  
Signature of Certifying Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

NOTE: This Chapter 380 Grant Certification shall be filed with the City prior to the payment of the Chapter 380 Grant.

**EXHIBIT C****CONSENT TO ASSIGNMENT AND ASSIGNMENT**

**THIS CONSENT TO ASSIGNMENT AND ASSIGNMENT** (“Assignment”) is made in connection with the Chapter 380 Agreement Project – 101 Boyce Street Mixed-Use Development entered into by and between **JIWON JUNG** and **THE CITY OF MANOR, TEXAS**, a Texas municipal corporation, effective the \_\_\_ day of \_\_\_\_\_, 2025 (the, “101 Boyce 380 Agreement”), regarding the Property, Real Property Improvements, and Facilities, as defined in the 101 Boyce 380 Agreement (the “Property”).

**R E C I T A L S**

A. Whereas, Jiwon Jung (the, “Assignee”) as heretofore sold, conveyed, and transferred all right and title in the Property to TX Zone, LLC, a \_\_\_\_\_ limited liability company (the, “Assignees”); and

B. Whereas, the Property is the subject of the rights, benefits and obligations under the 101 Boyce 380 Agreement (the, “380 Obligations”); and

C. Whereas, The Assignor and Assignees have intended that the 380 Obligations be assigned to the Assignees and the Assignees have accepted the assignment of the Development Rights; and

D. Whereas, the City Council of the City of Manor, Texas, has consented to this assignment so long as the assignment has been consummated before the \_\_\_ day of \_\_\_\_\_, 20\_\_ .

The undersigned, does hereby consent and agree as follows:

1. The City of Manor, Texas, consents to the assignment and transfer by Assignor to Assignees of a all rights, title, interest and benefits of Assignor under the 101 Boyce 380 Agreement.
2. Assignor assigns to Assignees all rights, title, interest, and benefits of Assignor under the 101 Boyce 380 Agreement.
3. Assignees accepts all rights, title, interest, and benefits of Assignor under the 101 Boyce 380 Agreement.
4. Nothing herein is intended to change any other terms or provisions of the 101 Boyce 380 Agreement, which shall remain in full force and effect.

5. This Assignment may be executed in any number of counterpart copies, each of which counterparts shall be deemed an original for all purposes.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Assignment is executed and delivered to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF MANOR, TEXAS**

By:

\_\_\_\_\_

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

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

**ASSIGNOR:  
JIWON JUNG**

\_\_\_\_\_

**ASSIGNEE:**  
**TX Zone, LLC**  
a \_\_\_\_\_ limited liability  
company

By:

\_\_\_\_\_

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

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

\_\_\_\_\_



AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Michael Burrell, Interim Development Services Director  
**DEPARTMENT:** Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Development Agreement Establishing Development Standards for the Boyce PJT Development (104 and 108 Boyce Street).

### BACKGROUND/SUMMARY:

This development agreement is for two tracts of land located at 104 and 108 Boyce Street owned by Build Block, Inc. for a mixed-use development which are part of a larger development known as the Boyce PJT Development consisting of three additional tracts of land and two property owners, Jiwon Jung and Build Block, Inc. The tracts that make up the Boyce PJT Development have their own separate development agreement due to ownership and as requested by property owner, Jiwon Jung to allow for an assignment of development rights if the property is sold. Both owners consent to have one development covered by three separate development agreements.

The development agreement contemplates entering into a 380 agreement and includes provisions for concurrent subdivision review, building standards, sidewalk connectivity; and modified parking requirements, cut/fill, and landscaping and irrigation placement.

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

- Development Agreement

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the Development Agreement Establishing Development Standards for the Boyce PJT Development (104 and 108 Boyce Street).

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**DEVELOPMENT AGREEMENT  
ESTABLISHING DEVELOPMENT STANDARDS  
FOR THE BOYCE PJT DEVELOPMENT  
(104 and 108 Boyce Street)**

THIS DEVELOPMENT AGREEMENT ESTABLISHING DEVELOPMENT STANDARDS FOR THE BOYCE PJT DEVELOPMENT (104 and 108 Boyce Street) (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between BUILD BLOCK, INC., a Delaware corporation (including its successors and assigns, the “Owner”), and the **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “City”). Jiwon Jung, an individual (the “Tract Owner”) hereby consents to this Agreement for the limited purposes described herein. The City and Owner are herein sometimes referred to as a “Party” and collectively as the “Parties.”

**RECITALS:**

A. Owner owns two tracts of land located in Travis County, Texas, being more particularly described as Tracts 2 and 4 in Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property”). Owner plans to develop and improve, in one or more phases, the Property as a mixed-use development which is part of a larger development consisting of two additional tracts described in Exhibit “A-1” (collectively, the “Boyce PJT Development”) owned by Owner and the Tract Owner as conceptually shown in Exhibit “B” (the “Project”).

B. Owner, the City and Tract Owner agree that the Boyce PJT Development will be developed as one Project under three separate development agreements and the Tract Owner by executing this Agreement consents to the Boyce PJT Development being developed as one Project.

C. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Code of Ordinances.

D. The Parties desire to establish certain standards, restrictions, and commitments to be imposed and made in connection with the development of the Property for a period of years as provided in this Agreement.

**AGREEMENT:**

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

ARTICLE I  
INCORPORATION OF RECITALS; TERM

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

1.2 Term.

(a) The term of this Agreement shall commence on the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate on the later of (i) five (5) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Project.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect as of the Effective Date until the termination date, provided that the City may terminate this Agreement in accordance with Section 7.2.

ARTICLE II  
BENEFITS; SEQUENCE OF EVENTS

2.2. General Benefits. Owner 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. Owner 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; and (c) the reimbursements granted in the Ch. 380 Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of expanding its property and sales tax base.

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

- (a) Approval of this Agreement;
- (b) Approval of the Chapter 380 Agreement; and
- (c) Submittal and concurrent review of concept plan, preliminary plat, final plat and subdivision construction plans for the Property.

ARTICLE III  
OBLIGATIONS AND CONDITIONS

3.1. City’s Obligations. The City will reasonably cooperate with Owner and use its best efforts, in good faith, to:

- (a) Complete City staff review and schedule for approval the concept plan, preliminary plats, final plats, and construction plans for the Project, subject to the Owner timely submitting applications and responding to comments, as further described and agreed to in Section 4.6; and
- (b) Enter into the Chapter 380 Agreement to assist in the reimbursement of various costs to be incurred by Owner in its development of the Project.

3.2. Owner's Obligations. The Owner shall:

- (a) Use its best efforts, in good faith, to submit the concept plan, preliminary plats, final plats, and construction plan applications, as may be required, to the City and respond to City comments;
- (b) Enter into the Chapter 380 Agreement and provide the City with information needed to evaluate the proposed Chapter 380 incentives;
- (c) Develop the Property and construct all infrastructure required for the proposed uses in compliance with the Applicable Rules according to Exhibit "C";
- (d) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Owner, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time; and
- (e) Pay to the City the reasonable costs and expenses incurred by the City for legal and engineering services in connection with the negotiation and implementation of this Agreement and the Chapter 380 Agreement.

ARTICLE IV  
DEVELOPMENT OF THE PROPERTY

4.1. Applicable Rules.

- (a) The Property shall be developed in compliance with the Applicable Rules and this Agreement, as it may be amended from time to time, and good engineering practices.
- (b) If there is any conflict between the Project Approvals (as defined herein) and the City Development Rules (as defined herein), the Project Approvals shall prevail. If there is a conflict between this Agreement and the City Rules, this Agreement shall prevail, except that this Agreement does not supersede any City Charter provisions.
- (c) For the purpose of establishing development standards for the Property, the following definitions, shall apply:
  - (i) "Applicable Rules" means the City Rules 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.
  - (ii) "City Rules" means the City's Charter, ordinances, rules, and regulations (including the City Development Rules).
  - (iii) "City Development Rules" means ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction that apply to the Property, and that are in effect on the Effective Date, as modified by the

Code Modifications attached hereto as Exhibit “C”, with amendments to such regulations applicable to the Property under Chapter 245, Texas Local Government Code and as provided herein.

(iv) “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 Property, including the plat approval, site development plans, and building permits.

4.2. Phased Development. The Project may be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently. Owner agrees that utilities including water, wastewater, and drainage will be constructed in the first phase for the Project.

4.3. Zoning. Zoning of the Property, if any, 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 (or such applicable portion thereof) to be developed in accordance with terms and conditions of this Agreement.

4.4. Masonry and Design Requirements. “Architectural Standards,” Chapter 14, Article 14.02, Division 6, Code of Ordinances, including masonry requirements, shall apply to the structures located on the Property, as may be modified by this Agreement.

4.5. Land Use/Regulations. All development within the Property shall generally comply with: (a) the City Code, unless otherwise stipulated or modified herein or listed on Exhibit “C” attached hereto; and (b) the terms and conditions of this Agreement, including any Exhibits attached hereto.

4.6. Timing of Platting. The Owner agrees to waive the submission requirements of the City’s ordinances and subdivision regulations, and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Owner and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City’s ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City’s ordinances and subdivision regulations.

4.7. Outdoor Lighting. Article 15.05, Code of Ordinances shall apply to the Property, as may be modified by this Agreement.

4.8. Sidewalk Connectivity. The Owner agrees to provide curb cuts to allow for sidewalk connectivity through the alleys adjacent to the Property.

ARTICLE V

[INTENTIONALLY DELETED]

ARTICLE VI  
AUTHORITY; COVENANTS; PROPERTY RIGHTS

6.1. Powers.

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

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

ARTICLE VII  
GENERAL PROVISIONS

7.1. Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.2. Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the thirty (30) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary

to cure the default in question; but in no event more than ninety (90) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the standards in Article IV. The City may terminate this Agreement if the Owner fails to cure a default within the period required by this Section.

7.3. Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

7.4. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed by registered or certified mail, return receipt requested, or personally delivered to an officer of the receiving party at the following addresses:

If to the City:

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

with a copy to:

The Knight Law Firm, LLP  
Attn: Paige H. Saenz/Veronica Rivera  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

If to the Owner:

Build Block, Inc.  
Attn: Jiwon Jung  
204 W 31st Street  
Austin, Texas 78075

with a copy to:

Build Block, Inc.  
Attn: Jiwon Jung  
527 Molino Street, Unit 101  
Los Angeles, CA 90013

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the City or the Owner, as the case may be.

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

7.6. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

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

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

7.9. Force Majeure.

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

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

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

7.10. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable, and sufficient consideration for this

Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City’s duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action against the City Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement.

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

7.12. 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.

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

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

7.15. Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

7.16. Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall be limited as provided in Section 1.2(a) and shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except the design and land use regulations contained in Article IV and as otherwise



expressly set forth in this Agreement.

7.17. Assignment.

(a) This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder. If either Owner assigns this Agreement and its obligations and rights under this Agreement to an affiliate or related entity, the Owner will be released on the date of the assignment from any further obligations under this Agreement provided the City is given notice of the assignment within thirty (30) days after the assignment is made by Owner.

(b) The assignment of this Agreement or of Owner's interests, rights or duties in this Agreement to any one (1) or more purchasers of all or part of the Property that is not an affiliate or related entity of Owner must first be approved and consented to by the City Council of the City (the "City Council"), which consent shall not be unreasonably withheld or delayed provided such party agrees in writing to assume all of Owner's duties, obligations, and liabilities so assigned hereunder. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

(c) Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

(d) Throughout the term provided in Section 1.2(a), the mere conveyance or sale of a lot or any portion of the Property without a written assignment of the rights of the Owner shall not constitute an assignment or transfer of the rights or obligations of Owner hereunder that would necessitate obtaining the consent of the City Council, as provided above.

7.18. Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.19. Applicable Law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Travis County, Texas or the United States District Court for the Western District of Texas.

7.20. Entire Agreement. This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.21. No Waiver of City Standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Owner with respect to City Rules.

7.22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.23. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

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

7.25. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, the Owner represent that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

7.26. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

7.27. Anti-Boycott Verification – Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action

that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

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

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

Exhibit A – Property Description  
 Exhibit B – Development Plan  
 Exhibit C – Code Modifications  
 Exhibit D – Form of License Agreement

*[Signature pages follow]*

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

**CITY:**

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

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**Attest:**

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

**THE STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER:**

**BUILD BLOCK, INC.,**  
a Delaware corporation

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

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

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

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, \_\_\_\_\_ of Build Block, Inc., a Delaware corporation, on behalf of  
said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**CONSENTING PARTY**

Jiwon Jung, owner of Tracts 1 and 3, hereby consents to this Agreement solely for the purpose of agreeing to the applicable terms and obligations outlined in this Agreement.

**TRACT OWNER:**

\_\_\_\_\_  
**JIWON JUNG**

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Jiwon Jung, an individual.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

EXHIBIT "A"

PROPERTY DESCRIPTION

- Tract 2: Lot 17, West ½ of Lot 16 & East ½ of Lot 18, Block 29, Town of Manor, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.
- Tract 4: West ½ of Lot 18, Lots 19 & 20, Block 29, Town of Manor, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.

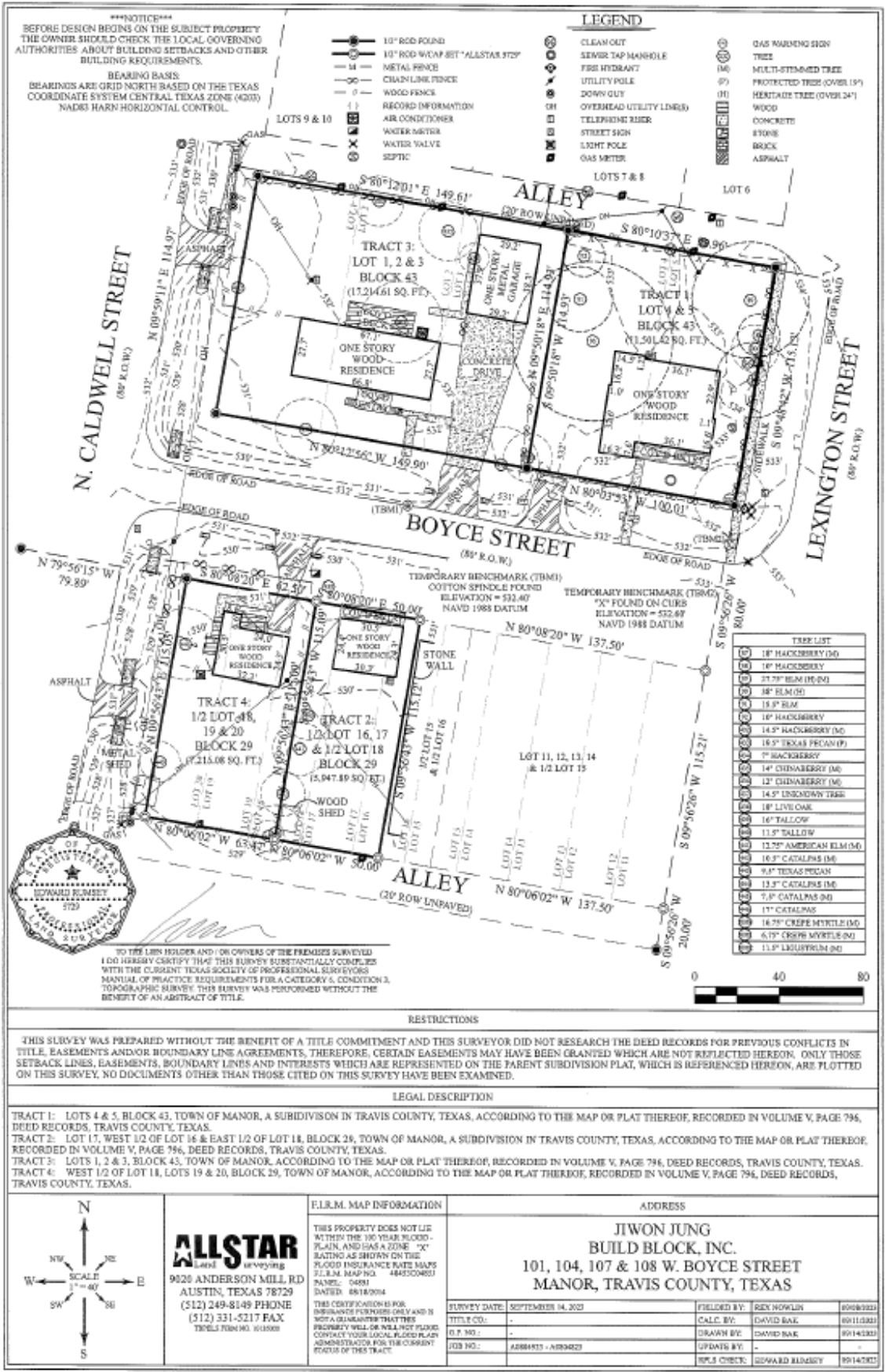


Exhibit "A" - Page 2



EXHIBIT "A-1"

Tract 1: Lots 4 & 5, Block 43, Town of Manor, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.

Tract 3: Lots 1, 2 & 3, Block 43, Town of Manor, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.



EXHIBIT "C"CODE MODIFICATIONS

- Cut/Fill: there shall be no restriction to the amount of cut/fill required to develop the Property
- Parking ratio: shall be one space for each 350 square feet of retail use; and one space for each 250 square feet GFA of restaurant use
- Shared Parking: shall be permitted between 101 and 107 W. Boyce tracts in accordance with the site development plan submitted
- Landscaping and Irrigation Placement: the City shall allow the Owner to place the trees, shrubs, and irrigation required to be located on the Property to be planted in the City right-of-way through a license agreement similar to the form attached hereto as Exhibit "D" provided that the Owner maintains and replaces the trees planted in the City's right-of-way

Exhibit “D”  
Form of License Agreement

**CITY OF MANOR  
LICENSE AGREEMENT**

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

**RECITALS:**

**WHEREAS**, The Manor Town Subdivision contains publicly-owned right-of-way land; and

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

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

**I. RECITALS**

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

**II. PURPOSE OF LICENSE AGREEMENT**

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

Construction, improvement, installation and maintenance of \_\_\_\_\_ located at the Manor Town Subdivision, as more particularly shown and described in Exhibit “A” attached hereto (the “Improvements”).

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

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

2.03. Licensee agrees that: (a) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) that all construction and

installation of the Improvements will be completed in a timely manner without delay; (c) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

### **III. FEE**

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

### **IV. CITY'S RIGHTS TO LICENSED PROPERTY**

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

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

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

### **V. INSURANCE**

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within sixty (60) days of the Effective Date of this Agreement.

5.02. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All

insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, nonrenewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within thirty (30) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

## VI. INDEMNIFICATION

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

## VII. CONDITIONS

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

7.02. Maintenance. Licensee shall maintain the Licensed Property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

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

7.04. **Default.** In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have sixty (60) 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 sixty (60) day period, the City may terminate this license.

City:

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

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

Licensee:  
Build Block, Inc.  
Attn: Jiwon Jung  
204 W 31st Street  
Austin, Texas 78705

with a copy to:  
Build Block, Inc.  
Attn: Jiwon Jung  
527 Molino Street, Unit 101  
Los Angeles, CA 90013

7.05. **Remedies.** The Licensee agrees that in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

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

## VIII. COMMENCEMENT AND TERMINATION



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

**XI. TERMINATION**

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

- a. The licensed Improvements, or a portion of them, interfere with the City's right-of-way;
- b. Use of the right-of-way area becomes necessary for a public purpose;
- c. The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;
- d. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- e. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

**X. EMINENT DOMAIN**

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

**XI. INTERPRETATION**

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

**XII. APPLICATION OF LAW**

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

### **XIII. VENUE**

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

### **XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT**

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

### **XV. ASSIGNMENT**

15.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

### **XVI. POWER AND AUTHORITY**

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

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

*[signature pages follow]*

**ACCEPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CITY:  
CITY OF MANOR**

\_\_\_\_\_  
Scott Moore, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

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

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

\_\_\_\_\_  
Notary Public, State of Texas

LICENSEE:

\_\_\_\_\_

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

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

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

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

**Exhibit "A"**  
**Licensed Property and Improvements**  
**[attachments follow this page]**

# **Boyce Street Project**

101, 107, 104, 108 W Boyce St,  
Manor, TX 78653











**OWNER:** JIWON JUNG  
101 W. BOYCE STREET  
MANOR, TEXAS 78653

**ACREAGE:** 41,662.98 SQ. FT. - 0.96 ACRES  
**NUMBER OF BLOCKS:** 2  
**NUMBER OF LOTS:** 3

**SUBMITTAL DATE:** 02/22/2024  
**DATE OF REVISION:** -

**SURVEYOR:** ALL STAR LAND SURVEYING - FIRM: 10135000  
9020 ANDERSON MILL ROAD, AUSTIN, TEXAS 78729  
(512) 249-8149 REF# A0204024

**ENGINEER:** SOUTHWEST ENGINEERS, INC.  
FIRM # F-1909  
2631 GATTIS SCHOOL RD., BLDG. 2, STE. 270  
ROUND ROCK, TEXAS 78664

**PROJECT DATUM:** NORTH AMERICAN DATUM 1983 (NAD 83)  
PROJECTION: TEXAS STATE PLANE -  
CENTRAL ZONE (4203)  
UNITS: US SURVEY FEET

# AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29 TOWN OF MANOR

LEGEND	
	1/2" ROD FOUND
	1/2" ROD W/CAP SET "ALLSTAR 5729"
	COTTON GIN SPINDLE FOUND
	"X" SCRIBE FOUND IN CONC.
	RECORD INFORMATION
	PROPOSED SIDEWALK
	BL BUILDING SETBACK LINES
	PUE PUBLIC UTILITY ESMT
	SWE SIDEWALK ESMT

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIWON JUNG, BEING THE OWNER OF 0.96 ACRE OF LAND, MORE OR LESS, OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, BEING CONVEYED TO ME IN WARRANTY DEED RECORDED IN DOCUMENT NO(S). 2021131120, 2021121545, 2021184718 & 2023050595, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY PLAT SAID 1 ACRES, PURSUANT TO CHAPTER 212 & 232 OF THE TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

"AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29, TOWN OF MANOR"

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

JIWON JUNG  
101 W BOYCE STREET  
MANOR, TEXAS 78653

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JIWON JUNG, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

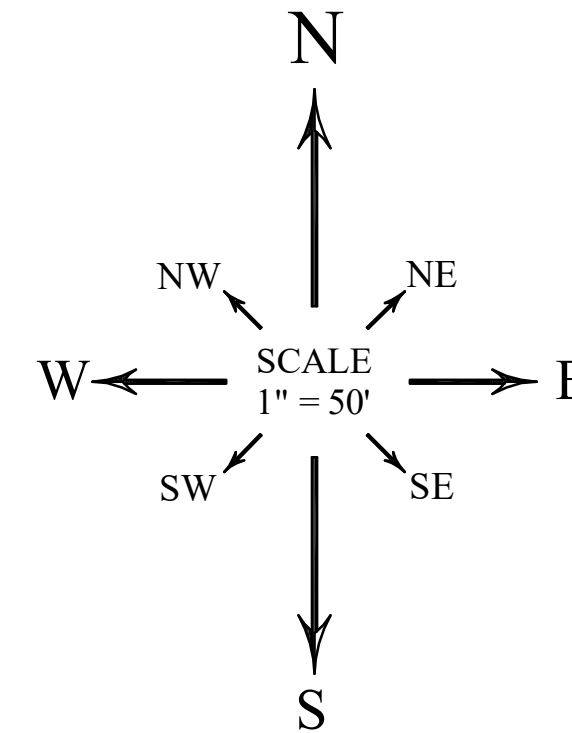
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME MY COMMISSION EXPIRES

NOTES:

- 1) WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY THE CITY OF MANOR.
- 2) ALL PRIVATE STREET RIGHTS-OF-WAY ARE ALSO DRAINAGE EASEMENTS AND PUBLIC UTILITY EASEMENTS. A VARIANCE HAS BEEN REQUESTED FOR DRAINAGE.
- 3) PUBLIC SIDEWALKS SHALL BE CONSTRUCTED WITHIN THE FOLLOWING RIGHTS-OF-WAY: BOYCE STREET, N. CALDWELL STREET & LEXINGTON STREET
- 4) A FRONT AND STREETSIDE YARD SETBACK TO BE FIVE (5') FOOT, AND REAR, AND EXTERIOR SIDE SETBACK AND REAR SETBACK FOLLOWS THE STANDARDS. A VARIANCE HAS BEEN REQUESTED FOR SETBACKS.
- 5) LOTS 5A, 1A AND 20A ARE EXEMPT FROM DETENTION REQUIREMENTS.
- 6) BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE CITY OF MANOR REGULATIONS AT THE TIME OF THE BUILDING PERMIT APPLICATION. A VARIANCE HAS BEEN REQUESTED FOR SETBACKS.
- 7) ZONING FOR THIS SUBDIVISION IS (DB) DISTRICT.
- 8) THE PROPOSED USE OF THIS SUBDIVISION IS DOWNTOWN BUSINESS.
- 9) PERFORMANCE AND MAINTENANCE GUARANTEES AS REQUIRED BY THE CITY.
- 10) THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
- 11) PROPERTY OWNERS OF THE LOTS ON WHICH THE (INSERT EASEMENT TYPE) EASEMENTS ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
- 12) A 5' PUBLIC UTILITY AND SIDEWALK EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
- 13) PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
- 14) DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
- 15) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
- 16) NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH THREE EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
- 17) ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
- 18) EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CONTROL MANUAL.
- 19) ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- 20) PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- 21) ANY STRUCTURE CONSTRUCTED WITHIN THE 10' BUILDING SETBACK LINE ALONG THE EAST SIDE OF LOT 20A, BLOCK 29, HAS TO MEET THE ADOPTED FIRE AND BUILDING CODES IN ORDER TO ENCROACH.

CASE NUMBER - 2024-P-1637-SF



GRAPHIC SCALE

BEARING BASIS:  
BEARINGS ARE GRID NORTH BASED ON THE TEXAS COORDINATE SYSTEM  
CENTRAL TEXAS ZONE (4203) NAD83 HARN HORIZONTAL CONTROL.

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE THE 3RD DAY OF JUNE, 2024.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 20\_\_ A.D.

APPROVED: FELIZ PAIZ, CHAIRPERSON  
ATTEST: LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 20\_\_ A.D.

APPROVED: DR. CHRISTOPHER HARVEY, MAYOR OF THE CITY OF MANOR, TEXAS  
ATTEST: LLUVIA T. ALMARAZ, CITY SECRETARY

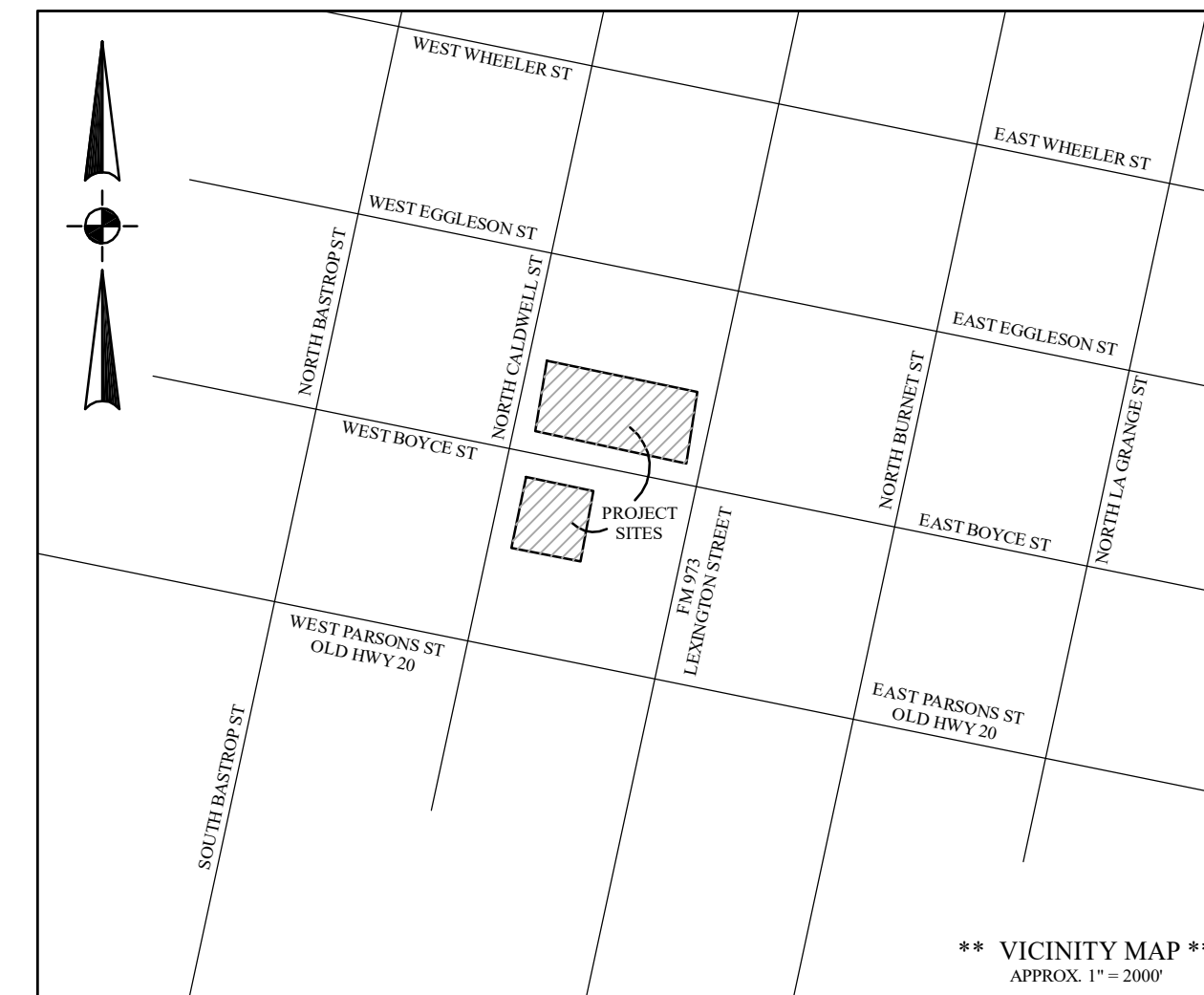
STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

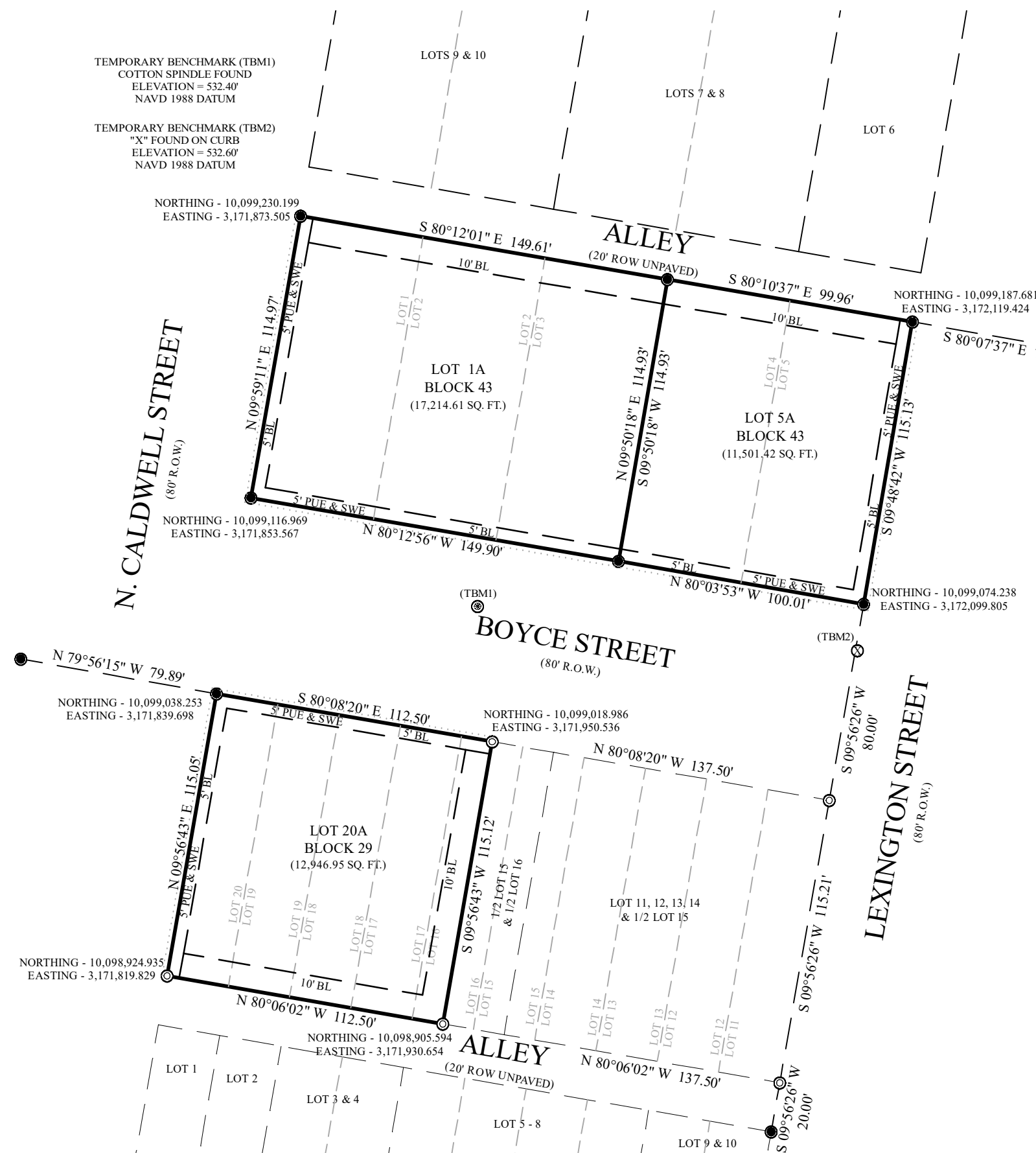
I, DYANA LIMON-MERCADO, COUNTY CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, UNDER DOCUMENT NUMBER \_\_\_\_ FILED FOR RECORD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

DYANA LIMON-MERCADO  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

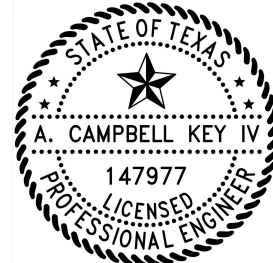
DEPUTY



\*\* VICINITY MAP \*\*  
APPROX. 1" = 200'



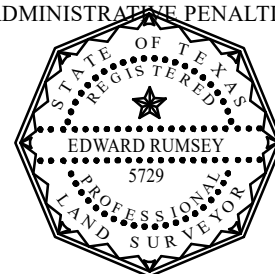
I, CAMPBELL KEY, I.V., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE CITY OF MANOR LAND DEVELOPMENT CODE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



CAMPBELL KEY, I.V., P.E.  
LICENSE NO. 147977  
SOUTHWEST ENGINEERS FIRM # F-1909  
2631 GATTIS SCHOOL RD., BLDG. 2, STE. 270  
ROUND ROCK, TEXAS 78664

DATE

I, EDWARD C. RUMSEY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT ALL CORNERS MONUMENTS SHOWN THEREON, WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE TRAVIS COUNTY, TEXAS CODES AND ORDINANCES, INCLUDING SECTION 131.25(e), AND CHAPTER 482 OF THE TRAVIS COUNTY, CODE, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN OR DESCRIBED HEREON. I HEREBY ACKNOWLEDGE THAT ANY MISREPRESENTATION REGARDING THIS CERTIFICATION CONSTITUTES A VIOLATION OF THE ACT AND MY RESULT IN CRIMINAL, CIVIL, AND/OR ADMINISTRATIVE PENALTIES AGAINST ME AS AUTHORIZED BY THE ACT.



EDWARD C. RUMSEY R.P.L.S. # 5729  
REF# A0204024

DATE

**ALLSTAR** Land Surveying  
9020 ANDERSON MILL RD  
AUSTIN, TEXAS 78729  
(512) 249-8149 PHON  
(512) 331-5217 FAX  
TBBELS FIRM NO. 10135000

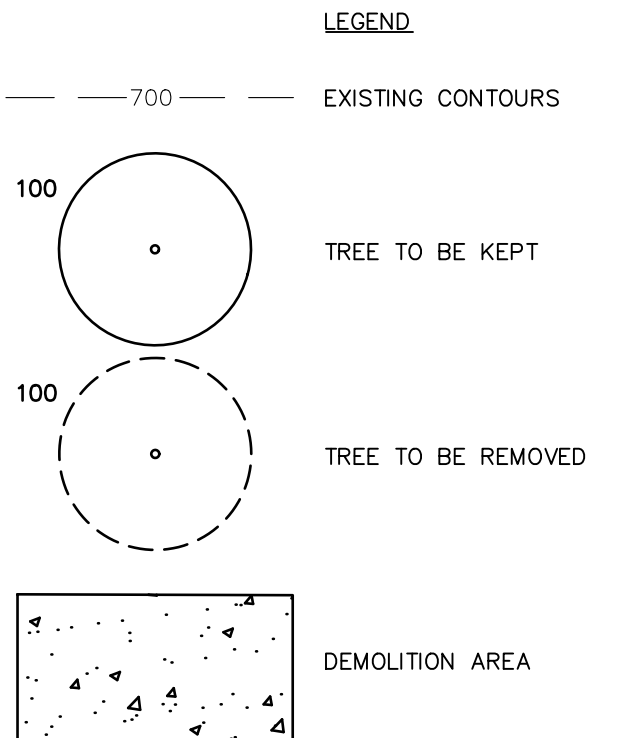
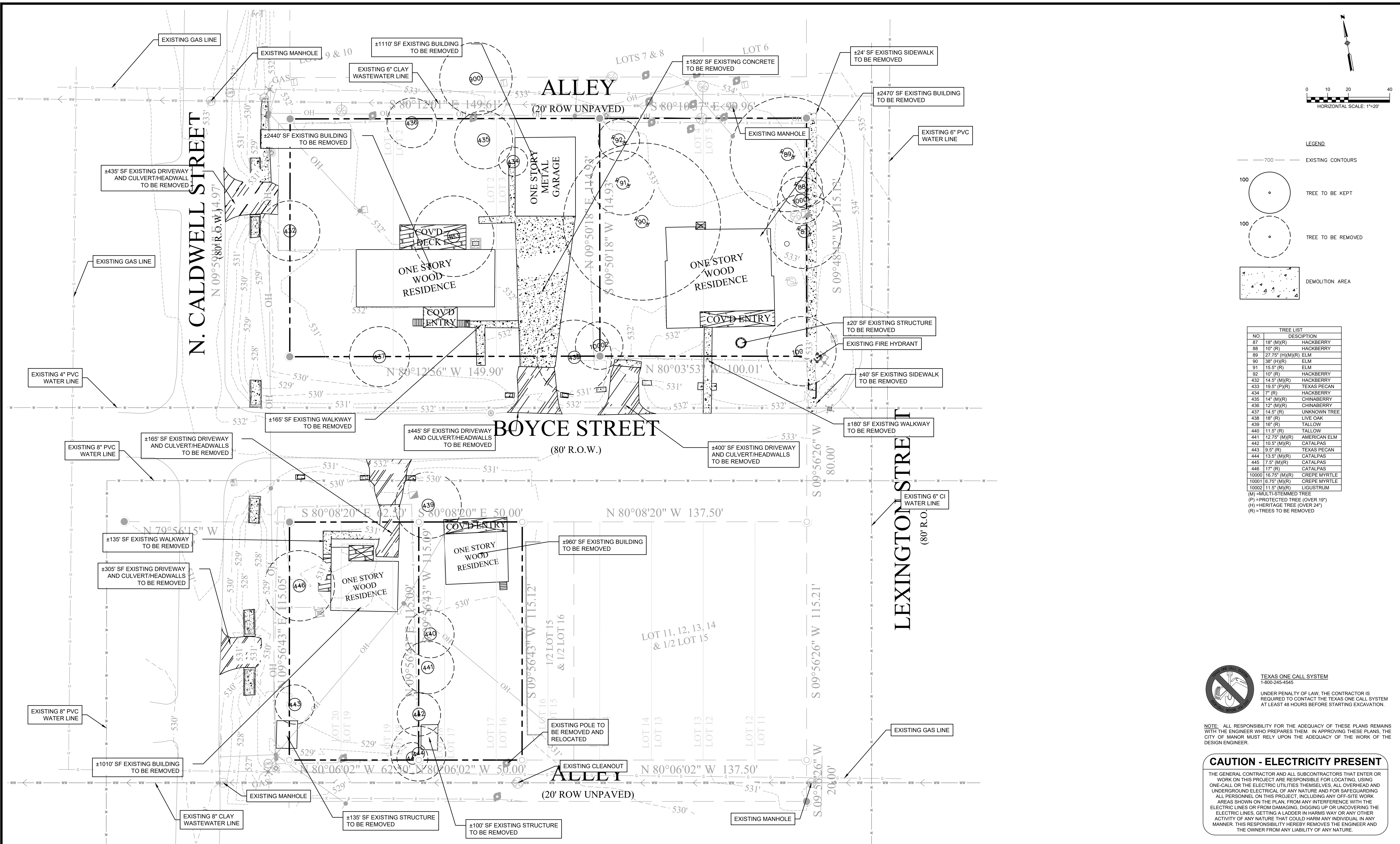
SCALE:	1" = 50'
BEGIN DATE:	02/22/2024
DRAWN BY:	DAVID BAK
JOB NO.:	A0204024
REVISED DATE:	-

## AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29 TOWN OF MANOR

BEING ALL OF THAT CERTAIN 0.96 ACRE TRACT IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, TRAVIS COUNTY, TEXAS BEING THE SAME LOTS 1-5 BLOCK 43, 1/2 OF LOT 16, LOT 17-20, BLOCK 29, TOWN OF MANOR, CONVEYED TO JIWON JUNG, RECORDED IN DOCUMENT NO(S). 2021131120, 2021121545, 2021184718 & 2023050595, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS.

**F.I.R.M. MAP INFORMATION**  
THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AND HAS A ZONE "X" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS  
F.I.R.M. MAP NO.: 484530485J  
PANEL: 0485J  
DATED: 08/18/2014  
THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.

SHEET  
**1**  
OF 1



**TREE LIST**

NO.	DESCRIPTION
87	18" (M/R) HACKBERRY
88	10" (R) HACKBERRY
89	27.75" (H)(M)(R) ELM
90	38" (H)(R) ELM
91	15.5" (R) ELM
92	10" (R) HACKBERRY
432	14.5" (M)(R) HACKBERRY
433	19.5" (P)(R) TEXAS PECAN
434	7" (R) HACKBERRY
435	14" (M)(R) CHINABERRY
436	12" (M)(R) CHINABERRY
437	14.5" (R) UNKNOWN TREE
438	18" (R) LIVE OAK
439	16" (R) TALLOW
440	11.5" (R) TALLOW
441	12.75" (M)(R) AMERICAN ELM
442	10.5" (M)(R) CATALPAS
443	9.5" (R) TEXAS PECAN
444	13.5" (M)(R) CATALPAS
445	7.5" (M)(R) CATALPAS
446	17" (R) CATALPAS
10000	16.75" (M)(R) CREPE MYRTLE
10001	6.75" (M)(R) CREPE MYRTLE
10002	11.5" (M)(R) LIGUSTRUM

(M) = MULTI-STEMMED TREE  
(P) = PROTECTED TREE (OVER 19")  
(H) = HERITAGE TREE (OVER 24")  
(R) = TREES TO BE REMOVED

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

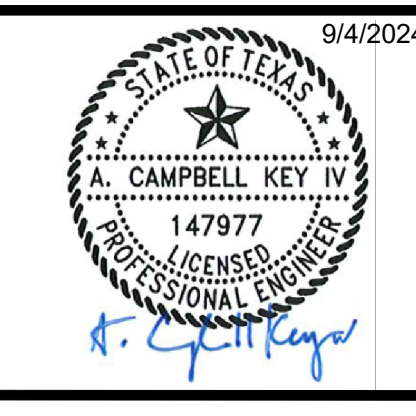
UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

**NOTE:** ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

**CAUTION - ELECTRICITY PRESENT**

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NO.	REVISION	DATE



9/4/2024

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TBPE NO. F-1909  
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P: 830.672.2546 F: 830.672.2034

**CENTRAL TEXAS**  
205 Cimarron Park Loop, Ste. B, Buda TX 78610  
P: 512.312.4330

**WARNING**  
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DRAWN BY: APCG / BS

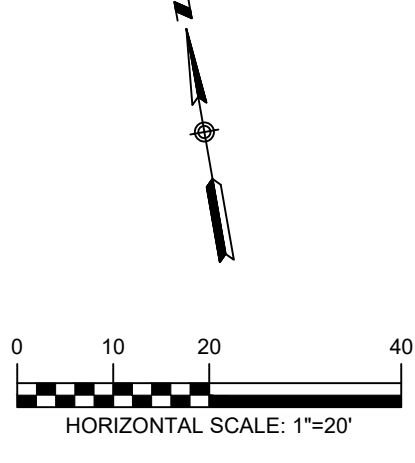
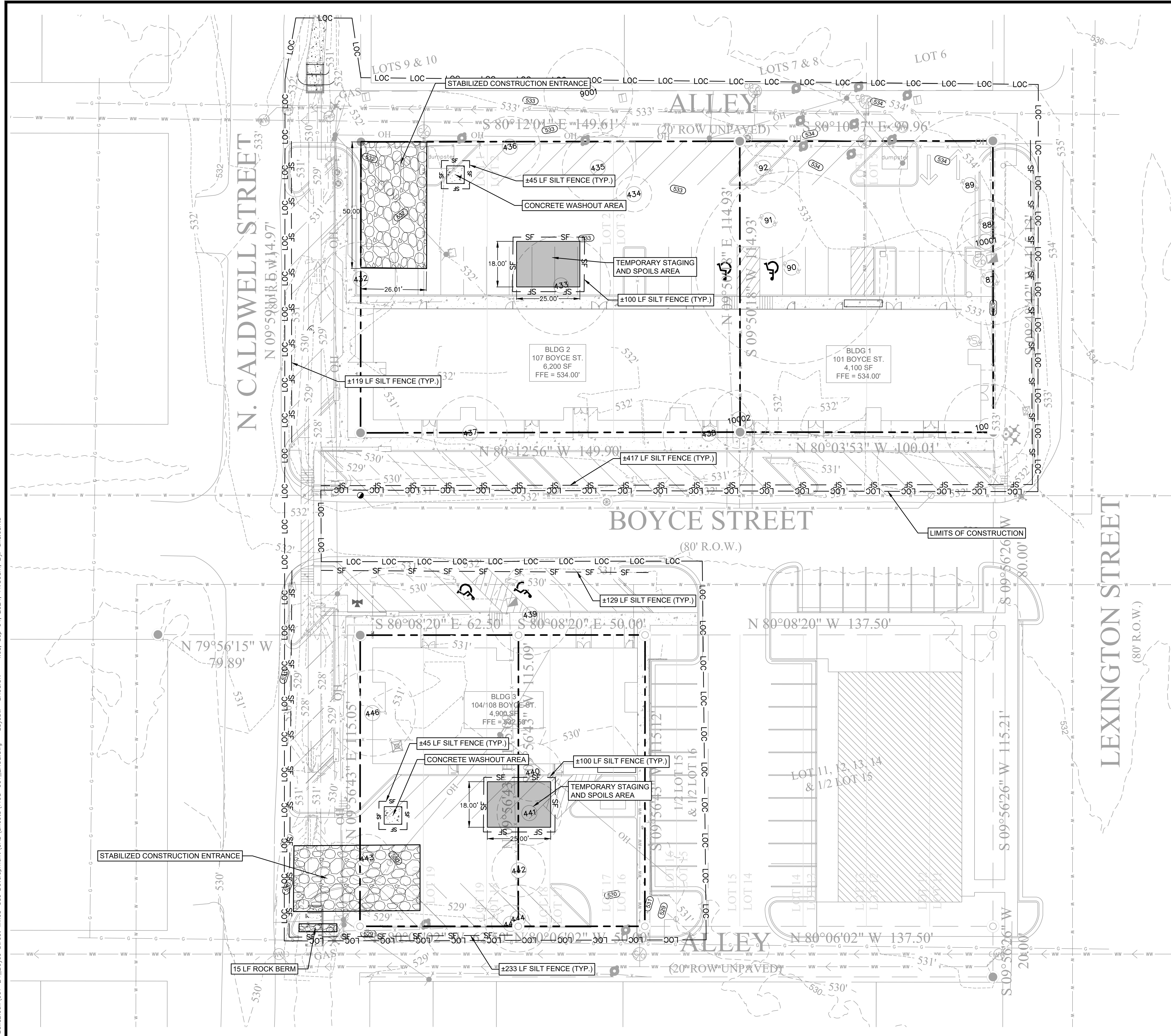
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EXISTING CONDITIONS AND DEMOLITION PLAN

**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO.	1168-001-24
DRAWING NO.	
SHEET	4 OF 27



- LEGEND**
- 700 --- EXISTING CONTOURS
  - 700 --- PROPOSED CONTOURS
  - DRAINAGE FLOW DIRECTION
  - SF — SF SILT FENCE
  - LOC — LOC LIMIT OF CONSTRUCTION
  - STABILIZED CONSTRUCTION ENTRANCE

- NOTES:**
- IF AN ADDITIONAL CONCRETE WASHOUT IS NEEDED, THE LOCATION WILL BE DETERMINED ONCE CONSTRUCTION HAS BEGUN AND WILL BE PROPERLY NOTED ON THE ESC PLAN SHEET AND SWP3 AT THAT TIME.
  - ALL REQUIRED NOTICES AND PERMITS MUST BE PLACED IN A HIGHLY VISIBLE LOCATION ONSITE BEFORE THE COMMENCEMENT OF CONSTRUCTION.
  - ALL EROSION AND SEDIMENTATION CONTROLS (ESC) MUST BE INSTALLED PRIOR TO ANY DISTURBANCE TO THE PROJECT SITE.
  - INSTALL SILT FENCE ACCORDINGLY FOR RUN-ON DIVERSION OR OFFSITE SEDIMENT CONTROL DEPENDING ON UP OR DOWN SLOPE, FACING POST SIDE ON THE DOWN GRADIENT SIDE.
  - ALL ESC USED ONSITE MUST BE REGULARLY MONITORED AND MAINTAINED AS NEEDED.
  - MUD AND OR DIRT TRACKED INTO THE ROADWAY MUST BE IMMEDIATELY REMOVED UPON DISCOVERY.
  - EXCESS MATERIALS THAT WILL BE TRANSPORTED TO AN OFFSITE LOCATION MUST HAVE THE LOCATION CLEARED BY COUNTY INSPECTORS.
  - LOOSE TRASH AND DEBRIS MUST BE DISPOSED OF PROPERLY ONSITE.
  - CONTRACTOR SHALL MAINTAIN AND UTILIZE DUST CONTROL FOR THE DURATION OF THE PROJECT.
  - THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT PREVENTS TRACKING ONTO THE PUBLIC ROADWAY ON AN ONGOING/REGULAR BASIS.
  - INLET PROTECTION SHALL BE INSTALLED IMMEDIATELY UPON INLET INSTALLATION.
  - INITIATE TEMPORARY STABILIZATION WHEN CONSTRUCTION CEASES IN A DISTURBED AREA FOR 14 DAYS.
  - INITIATE PERMANENT STABILIZATION IMMEDIATELY ONCE WORK HAS CEASED AND FINAL GRADE HAS BEEN ACHIEVED.
  - ALL DISTURBED/BARE AREAS WILL REQUIRE PERMANENT STABILIZATION BEFORE FINAL ACCEPTANCE CAN BE ACHIEVED. AVOID DISTURBING AREAS OF THE PROJECT THAT ARE NOT NECESSARY FOR CONSTRUCTION.
  - COUNTY INSPECTOR MAY REQUEST ADDITIONAL CONTROLS BE INSTALLED ONSITE AS NEEDED.
  - TEMPORARY ESC MEASURES SHALL REMAIN IN PLACE IN ALL DISTURBED AREAS UNTIL ADEQUATE STABILIZATION HAS BEEN ACHIEVED.
  - CONTRACTOR MUST REMOVE SEDIMENT FROM ALL STORM SEWER INLET BOXES, LINES, PIPES AND CULVERT BEFORE CONDITIONAL/FINAL ACCEPTANCE CAN BE OBTAINED.
  - TRAVIS COUNTY REQUIRES CERTIFIED SWP3 INSPECTORS TO CONDUCT SWP3 INSPECTIONS AND REPORTING ON ALL PROJECTS WITH ONE ACRE OF DISTURBANCE LAGER.
  - PERMITTEE SHALL INSPECT ALL INLET PROTECTION DEVICES AS PART OF THE WEEKLY SWP3 REPORT, UPON RECEIVING A FORECAST CALLING FOR A RAIN EVENT FOR AN EXTENDED PERIOD. MODIFICATION OF INLET PROTECTION SHOULD BE MADE TO PREVENT FLOODING OR PONDING OF WATER IF TRAFFIC OR PROPERTY CONCERNS ARISE.

- SEQUENCE OF CONSTRUCTION**
- INSTALL EROSION CONTROLS PER APPROVED PLAN.
  - TEMPORARY CONTROLS TO BE INSPECTED AND MAINTAINED WEEKLY AND PRIOR TO ANTICIPATED RAINFALL EVENTS, AND AFTER RAINFALL EVENTS, AS NEEDED. CONTRACTOR/OWNER SHALL PROVIDE A CONTACT NAME AND NUMBER FOR EROSION CONTROL ISSUES.
  - CONDUCT DEMOLITION ACTIVITIES, IF APPLICABLE.
  - CONSTRUCT DRAINAGE IMPROVEMENTS, IF APPLICABLE.
  - CONSTRUCT CURB INLET PROTECTION AT THE TIME OF CURB INLET INSTALLATION.
  - CONSTRUCT DEVELOPMENT PER APPROVED PLANS.
  - INSTALL STREETScape AND/OR LANDSCAPING IMPROVEMENTS.
  - CONTRACTOR TO VEGETATE ANY DISTURBED AREAS ONCE FINAL GRADING IS COMPLETE, AND ESTABLISH A MIN OF 70% VEGETATION PRIOR TO COMPLETION. PER TPDES REQUIREMENTS, DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES HAVE CEASED (TEMPORARILY OR PERMANENTLY) SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITY RESUMES WITHIN 21 DAYS. SEEDING DOES NOT CONSTITUTE AS STABILIZATION.
  - REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.

**NOTE**  
 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES HAVE CEASED (TEMPORARILY OR PERMANENT) AND SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITY RESUMES IN 21 DAYS, PER TPDES REQUIREMENTS.

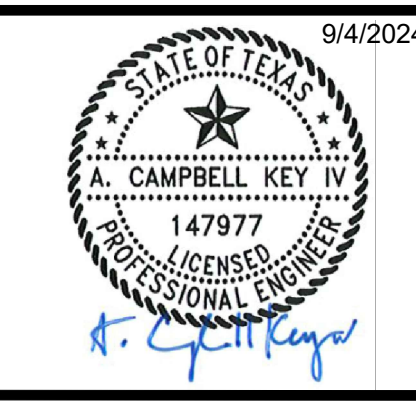
**LIMITS OF CONSTRUCTION:**  
 ±74,062 SF = ±1.70 AC

**TEXAS ONE CALL SYSTEM**  
 1-800-245-4545  
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NO.	REVISION	DATE



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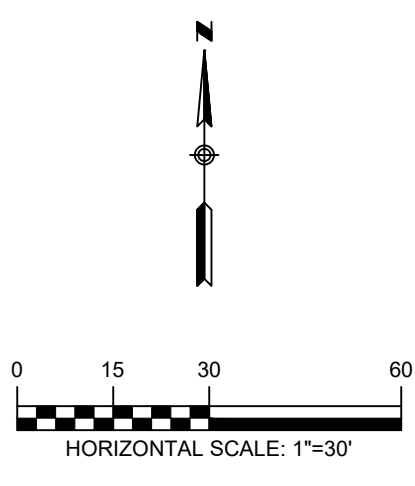
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 CHECKED BY: HCD

EROSION & SEDIMENTATION CONTROL PLAN

**BOYCE STREET MIXED-USE DEVELOPMENT**  
 101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24  
 DRAWING NO. \_\_\_\_\_  
 SHEET 5 OF 27



- LEGEND**
- 700 --- EXISTING CONTOURS
  - 700 --- PROPOSED CONTOURS
  - - - - - DRAINAGE AREA
  - TC - TC - TIME OF CONCENTRATION
  - A-1 ○ POINT OF ANALYSIS
  - ← DRAINAGE FLOW DIRECTION
  - DA ACRES DRAINAGE AREA LABEL
  - # INLET LABEL

- NOTES:**
- ON-SITE SURVEY TOPOGRAPHIC INFORMATION PROVIDED BY ALL STAR LAND SURVEYING OBTAINED ON SEPTEMBER 14, 2023.
  - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNRS.

**EXISTING DRAINAGE SUMMARY TABLE (NRCS METHOD)**

AREA NAME	A	OS A	POA A	B	OS B	POA B
Drainage Area (ac.)	0.66	1.39	-	0.30	0.65	-
CN #	80	80	-	80	80	-
% Impervious	23%	20%	-	13%	85%	-
Tc (hrs)	0.222	0.242	-	0.249	0.083	-
2 year Discharge (cfs)	1.6	5.5	6.5	0.7	3.3	3.8
10 year Discharge (cfs)	2.9	9.5	11.4	1.4	5	6
25 year Discharge (cfs)	3.8	12.2	14.6	1.8	6.2	7.5
100 year Discharge (cfs)	5.2	16.7	20.2	2.5	8.2	10.1

**TIME OF CONCENTRATION - EXISTING**

DRAINAGE AREA	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)	Total Tc (HRS.)	Total Tag (MIN.)
	L (FT)	SLOPE (FT/FT)	n	Tc sheet (MIN.)	L (FT)	SLOPE (FT/FT)	Paved? Y or N	Tc Shallow (MIN.)	L (FT)	Vavg (FT/S)	Tc Channel (MIN.)			
A	100.000	0.010	0.24	16.6	190	0.011	N	1.9	0	4.00	0.00	18.5	0.309	11.129
OS A	100.000	0.015	0.011	1.2	89	0.028	Y	0.4	0	4.00	0.00	5.0	0.083	3.000
B	100.000	0.015	0.24	14.1	66	0.008	N	0.8	0	4.00	0.00	14.9	0.249	8.957
OS B	100.000	0.015	0.011	1.2	78	0.010	Y	0.7	0	4.00	0.00	5.0	0.083	3.000

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

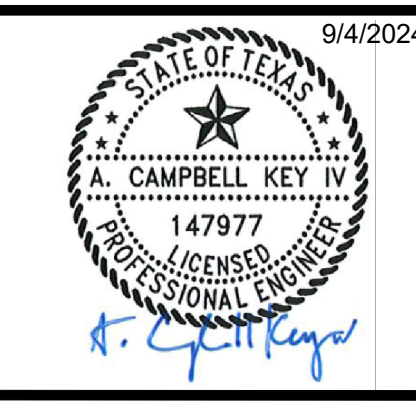
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P: 830.672.7546 F: 830.672.2034

**CENTRAL TEXAS**  
205 Cimarron Park Loop, Ste. B, Buda TX 78610  
P: 512.312.4330

**WARNING**  
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DRAWN BY: APCG / BS  
CHECKED BY: HCD

EXISTING DRAINAGE AREA MAP

**BOYCE STREET MIXED-USE DEVELOPMENT**  
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24  
DRAWING NO. \_\_\_\_\_  
SHEET 7 OF 27



- LEGEND**
- 700 --- EXISTING CONTOURS
  - 700 --- PROPOSED CONTOURS
  - - - - - DRAINAGE AREA
  - TC - TC - TIME OF CONCENTRATION
  - A-1 ○ POINT OF ANALYSIS
  - ← DRAINAGE FLOW DIRECTION
  - DA ACRES DRAINAGE AREA LABEL
  - # INLET LABEL

- NOTES:**
- ON-SITE SURVEY TOPOGRAPHIC INFORMATION PROVIDED BY ALL STAR LAND SURVEYING OBTAINED ON SEPTEMBER 14, 2023.
  - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNRS.

**PROPOSED DRAINAGE SUMMARY TABLE (NRCS METHOD)**

AREA NAME	A	OS A	POA A	B	OS B	POA B
Drainage Area (ac.)	0.66	1.39	-	0.30	0.65	-
CN #	80	80	-	80	80	-
% Impervious	89%	20%	-	83%	85%	-
Tc (hrs)	0.083	0.083	-	0.083	0.083	-
2 year Discharge (cfs)	3.4	5.5	8.9	1.5	3.3	4.7
10 year Discharge (cfs)	5.2	9.5	14.7	2.3	5	7.4
25 year Discharge (cfs)	6.3	12.2	18.5	2.9	6.2	9.1
100 year Discharge (cfs)	8.4	16.7	25.1	3.8	8.2	12

**TIME OF CONCENTRATION - PROPOSED**

DRAINAGE AREA	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)	Total Tc (HRS.)	Total Tlag (MIN.)
	L FT	SLOPE (FT/FT)	n	Tc sheet (MIN.)	L FT	SLOPE (FT/FT)	Paved? Y or N	Tc Shallow (MIN.)	L FT	Vavg (FT/S)	Tc Channel (MIN.)			
A	100.000	0.010	0.011	1.4	190	0.011	Y	1.5	0	4.00	0.00	5.0	0.083	3.000
OS A	100.000	0.015	0.011	1.2	89	0.028	Y	0.4	0	4.00	0.00	5.0	0.083	3.000
B	100.000	0.015	0.011	1.2	96	0.008	Y	0.6	0	4.00	0.00	5.0	0.083	3.000
OS B	100.000	0.015	0.011	1.2	78	0.010	Y	0.7	0	4.00	0.00	5.0	0.083	3.000

PROPOSED 5'X2' BOX CULVERT TO CONVEY OFFSITE RUNOFF BENEATH PROPOSED PAVEMENT (SEE SHEETS 13 & 14)

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

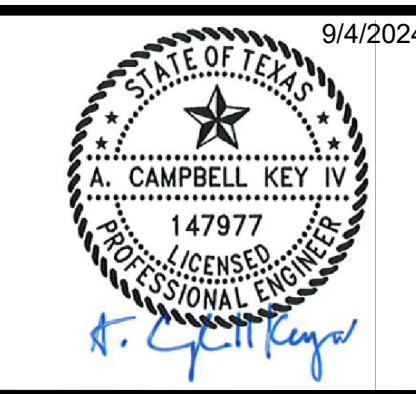
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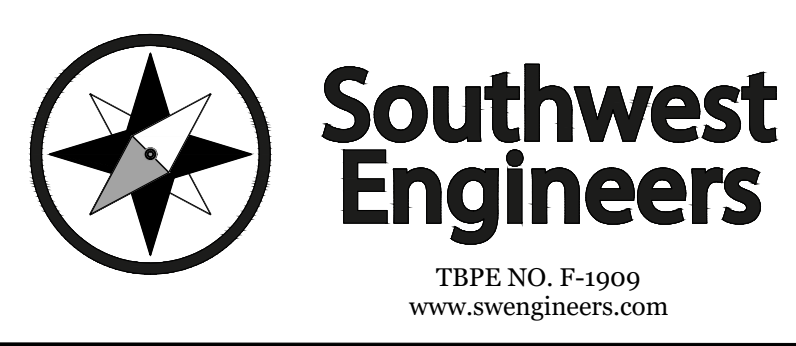
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NO.	REVISION	DATE



9/4/2024  
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P: 512.212.4330

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DRAWN BY: APCG / BS  
CHECKED BY: HCD

PROPOSED DRAINAGE AREA MAP

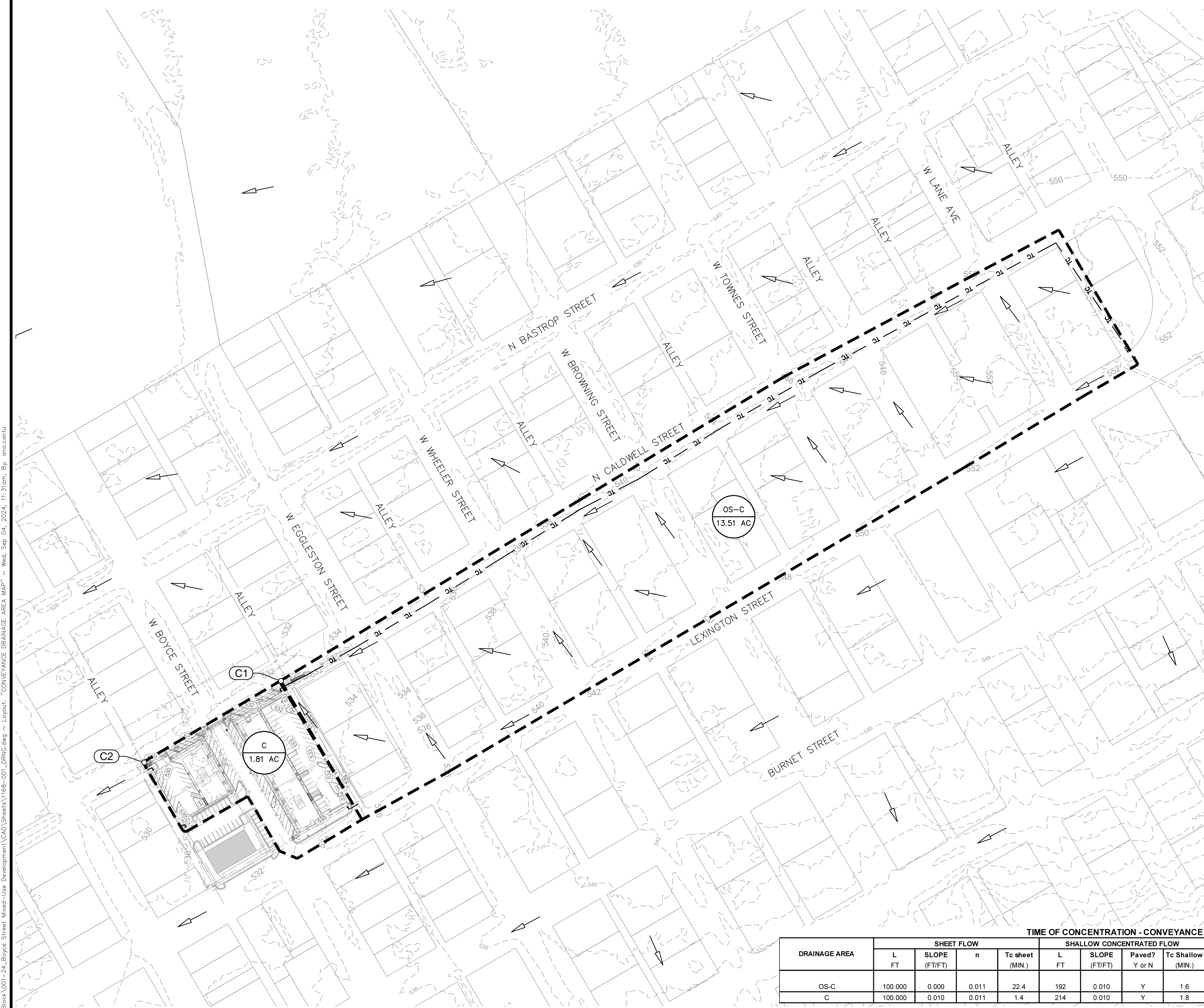
**BOYCE STREET MIXED-USE DEVELOPMENT**  
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 8 OF 27

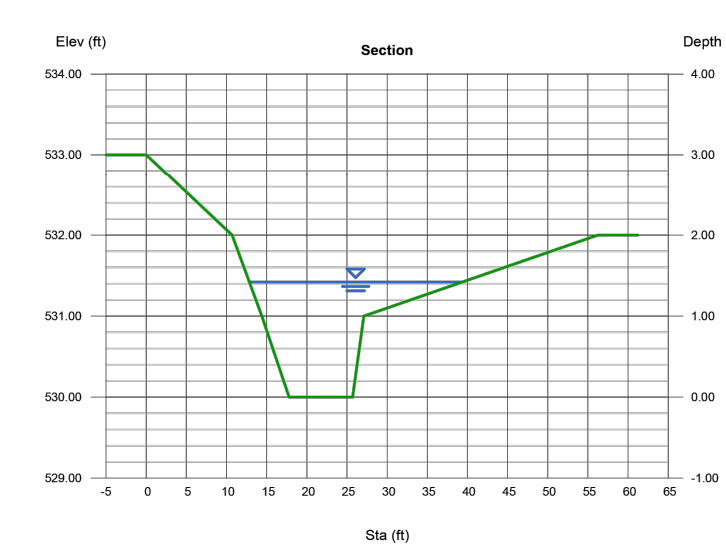
O:\CompanyData\Clients\1168 - Buda\Buda\001-24\_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001\_DRNG.dwg - Layout: "PROPOSED DRAINAGE AREA MAP" - Wed, Sep 04, 2024, 11:30am, By: ana.cantu



**Channel Report**  
Reporter: Express Estimation for Automated Civil 2D® by Autodesk, Inc.      Monday, April 1, 2024

**Existing Roadside Ditch at POA-C1**

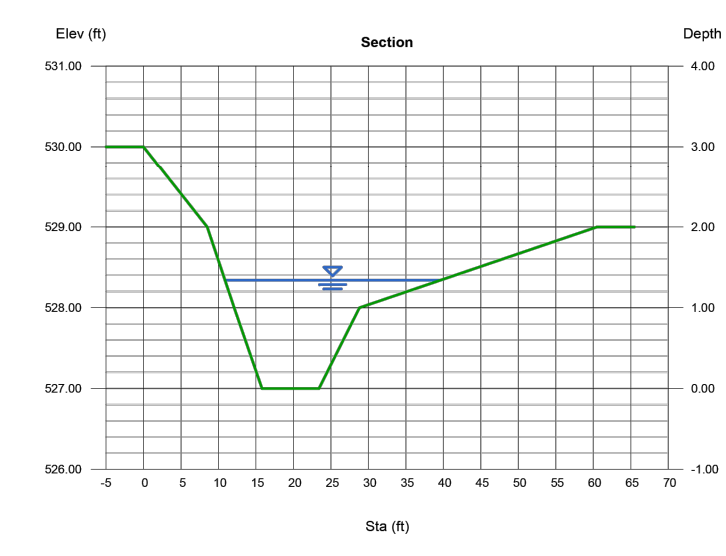
User-defined	Invert Elev (ft) = 530.00	Highlighted	Depth (ft) = 1.42
Slope (%)	= 1.66	Q (cfs)	= 92.00
N-value	= 0.030	Area (sqft)	= 19.53
Calculations	Velocity (ft/s)	= 4.77	
Computed by:	Known Q	Wetted Perim (ft)	= 27.02
Known Q (cfs)	= 92.00	Cut Depth, Yc (ft)	= 1.45
		Top Width (ft)	= 26.48
		EGL (ft)	= 1.80



**Channel Report**  
Reporter: Express Estimation for Automated Civil 2D® by Autodesk, Inc.      Monday, April 1, 2024

**Roadside Ditch at POA-C2**

User-defined	Invert Elev (ft) = 527.00	Highlighted	Depth (ft) = 1.36
Slope (%)	= 1.66	Q (cfs)	= 98.30
N-value	= 0.030	Area (sqft)	= 19.87
Calculations	Velocity (ft/s)	= 4.92	
Computed by:	Known Q	Wetted Perim (ft)	= 28.98
Known Q (cfs)	= 98.30	Cut Depth, Yc (ft)	= 1.38
		Top Width (ft)	= 28.70
		EGL (ft)	= 1.72



- LEGEND**
- - - 700 - - - EXISTING CONTOURS
  - - - 750 - - - PROPOSED CONTOURS
  - - - DRAINAGE AREA
  - TC - TC - TIME OF CONCENTRATION
  - A-1 ○ POINT OF ANALYSIS
  - ← DRAINAGE FLOW DIRECTION
  - DA ○ DRAINAGE AREA LABEL
  - # INLET LABEL

- NOTES:**
- ON-SITE SURVEY TOPOGRAPHIC INFORMATION PROVIDED BY ALL STAR LAND SURVEYING OBTAINED ON SEPTEMBER 14, 2023.
  - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNRIS.

**CONVEYANCE DRAINAGE SUMMARY TABLE (NRCS METHOD)**

AREA NAME	OS-C	POA C1	C	POA C2
Drainage Area (ac.)	13.43	-	1.81	-
CN #	80	-	80	-
% Impervious	95%	-	88%	-
Tc (hrs)	0.529	-	0.083	-
2 year Discharge (cfs)	37.4	37.4	9.2	39.9
10 year Discharge (cfs)	56.7	56.7	14.1	60.5
25 year Discharge (cfs)	69.8	69.8	17.4	74.6
100 year Discharge (cfs)	92.0	92.0	23.0	98.3

**TIME OF CONCENTRATION - CONVEYANCE**

DRAINAGE AREA	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)	Total Tc (HRS.)	Total Tlag (MIN.)
	L FT	SLOPE (FT/FT)	n	Tc sheet (MIN.)	L FT	SLOPE (FT/FT)	Paved? Y or N	Tc Shallow (MIN.)	L FT	Vavg (FT/S)	Tc Channel (MIN.)			
OS-C	100.000	0.000	0.011	22.4	192	0.010	Y	1.6	1774	4.00	7.39	31.3	0.522	18.808
C	100.000	0.010	0.011	1.4	214	0.010	Y	1.8	0	4.00	0.00	5.0	0.083	3.000

**TEXAS ONE CALL SYSTEM**  
 1-800-245-4545

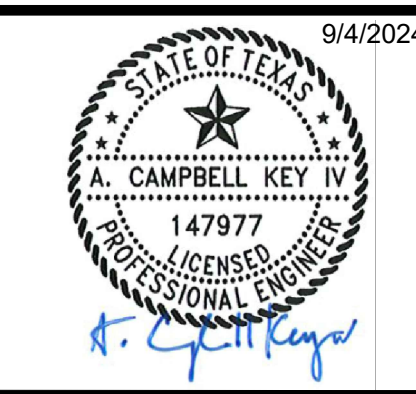
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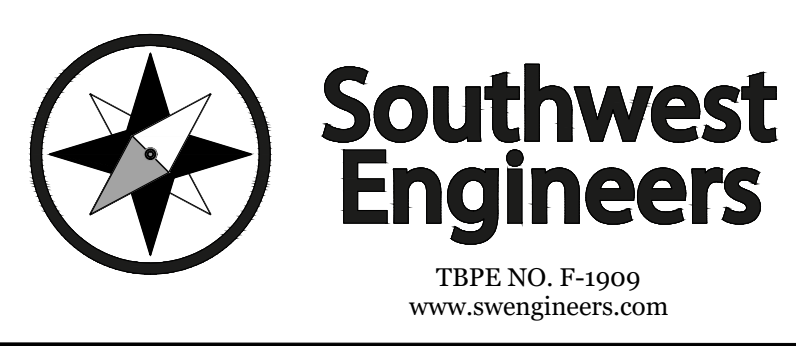
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DRAWN BY: APCG / BS  
 CHECKED BY: HCD

CONVEYANCE DRAINAGE AREA MAP

**BOYCE STREET MIXED-USE DEVELOPMENT**

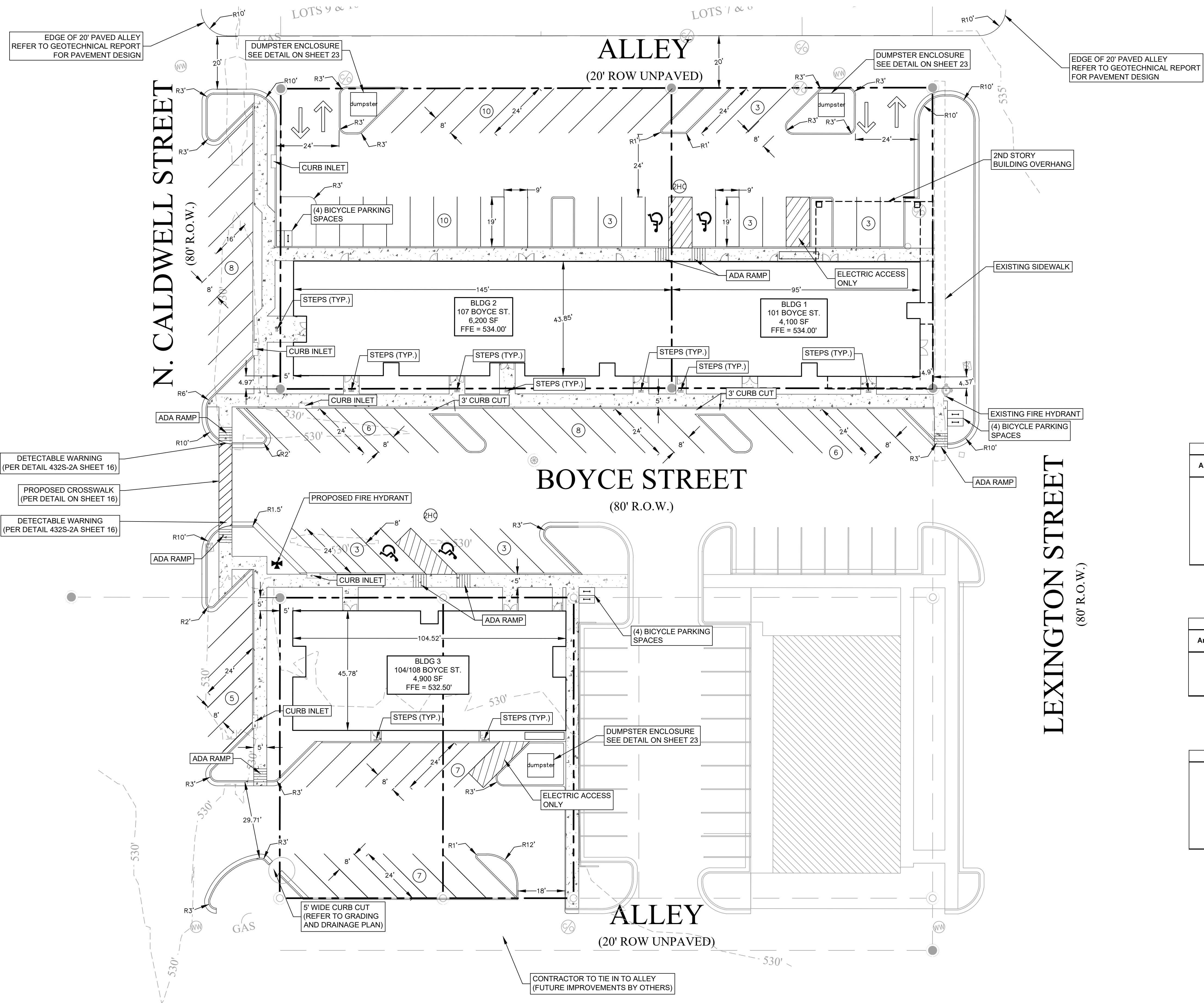
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 9 OF 27

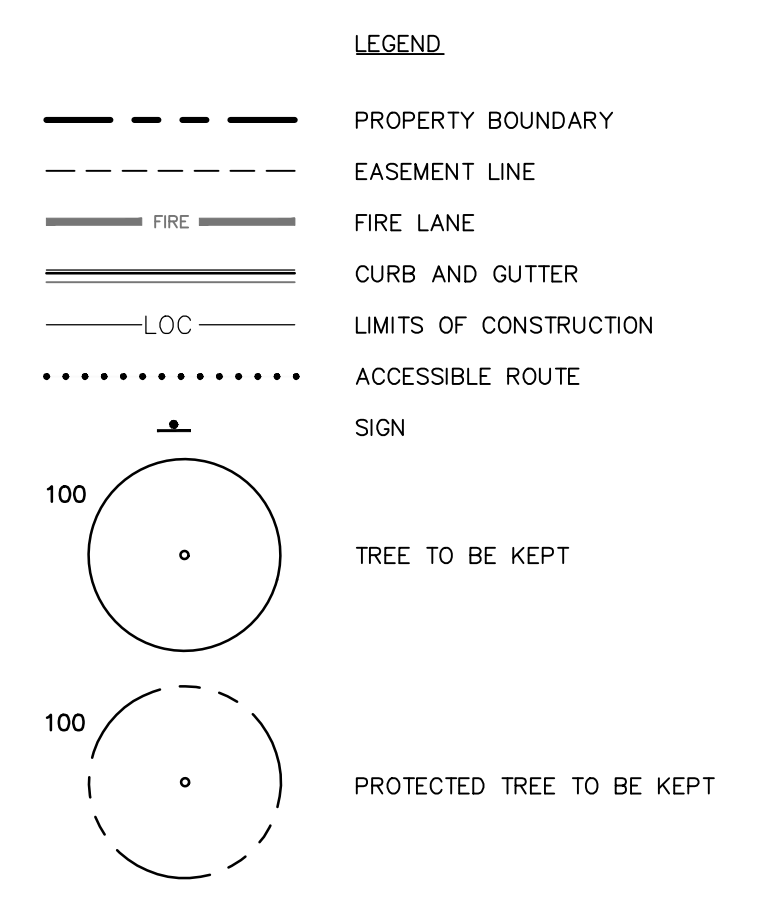
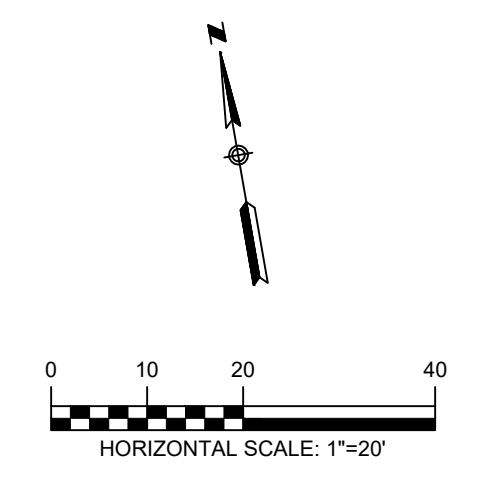




SITE DATA TRACTS 1 & 3	
PROPOSED IC - BUILDING	10,320 SF
PROPOSED IC - PARKING/SIDEWALK	14,816 SF
PROPOSED IC - PARKING/SIDEWALK (ROW)	7,941 SF
<b>TOTAL PROPOSED IMPERVIOUS COVER</b>	<b>33,077 SF</b>

SITE DATA TRACTS 2 & 4	
PROPOSED IC - BUILDING	4,917 SF
PROPOSED IC - PARKING/SIDEWALK	6,336 SF
PROPOSED IC - PARKING/SIDEWALK (ROW)	4,974 SF
<b>TOTAL PROPOSED IMPERVIOUS COVER</b>	<b>16,227 SF</b>

BUILDING DATA TRACTS 1, 2, 3 & 4	
TOTAL EXISTING BUILDINGS	6,734 SF
BLDG 101 & 107	33,036 SF
BLDG 104 & 108	14,100 SF
<b>TOTAL GROSS BUILDING AREA</b>	<b>47,136 SF</b>
BUILDING HEIGHT	3 STORIES



PARKING CALCULATIONS (BUILDINGS 1 & 2)							
Area (ac.)	Building No.	Units	Number of Units	Requirement	Parking Required	Parking Provided	
0.660	1 (101 Boyce)	One bedroom	5 bedrooms	1.5 spaces for 1 bedroom	8	8	
		Two bedroom	2 bedrooms	2 spaces for 2 bedroom	4	4	
		Retail (Sales)(SF)	2883 SF	1 space for each 350 SF	8	10	
		Retail (Restaurant)(SF)	1500 SF	1 space for each 250 SF	6	6	
	2 (107 Boyce)	One bedroom	8 bedrooms	1.5 spaces for 1 bedroom	12	12	
		Two bedroom	2 bedrooms	2 spaces for 2 bedroom	4	4	
		Retail (Sales)(SF)	3878 SF	1 space for each 350 SF	11	12	
		Retail (Restaurant)(SF)	1500 SF	1 space for each 250 SF	6	6	
		Subtotal (Bedrooms) + 10% Guest				30.3	-
		Subtotal (Retail) - 10% Reduction				28.2	-
<b>TOTAL (Bedrooms + Retail)</b>				<b>59</b>	<b>62</b>		

PARKING CALCULATIONS (BUILDING 3)						
Area (ac.)	Building No.	Units	Number of Units	Requirement	Parking Required	Parking Provided
0.300	3 (104+108 Boyce)	One Bedroom	4	1.5 spaces for 1 bedroom	6	8
		Two Bedroom	4	2 spaces for 2 bedroom	8	6
		Retail (Sales) (SF)	4,013	1 space for each 350 SF	11	12
		Retail (Restaurant)(SF)	-	-	-	-
Subtotal (Bedrooms) + 10% Guest				15.4	-	
Subtotal (Retail) - 10% Reduction				10.3	-	
<b>TOTAL (Bedrooms + Retail)</b>				<b>26</b>	<b>26</b>	

PARKING PROVIDED	
Standard:	84
Compact:	0
Parallel:	0
Accessible:	4
<b>Total:</b>	<b>88</b>
<b>Accessible Spaces Required:</b>	<b>4</b>
<b>Bicycle Spaces Provided:</b>	<b>12</b>

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

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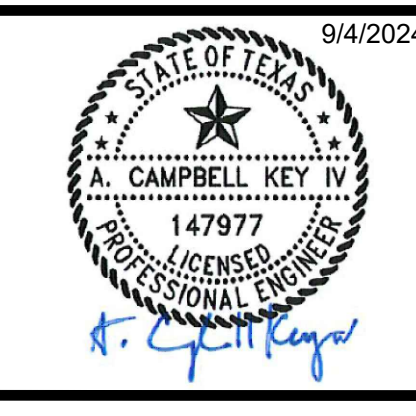
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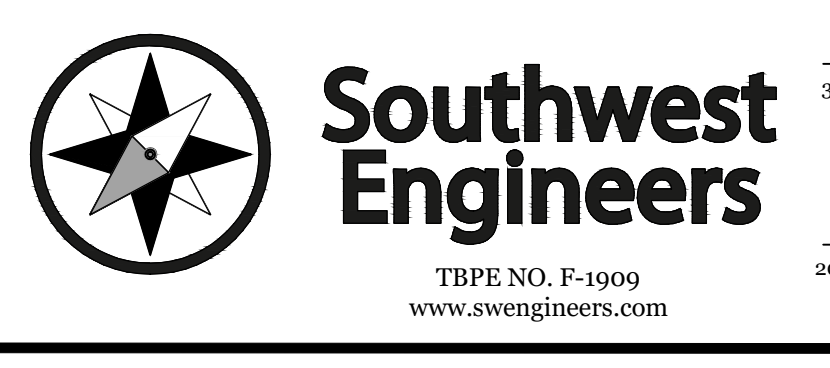
C:\CompanyData\Clients\1168 - BuildBack\001-24\_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001\_SITE.dwg - Layout: "SITE DIMENSIONS CONTROL PLAN" - Wed, Sep 04, 2024, 4:05pm, By: ana.cantu

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CHECKED BY: HCD

SITE AND DIMENSION CONTROL PLAN

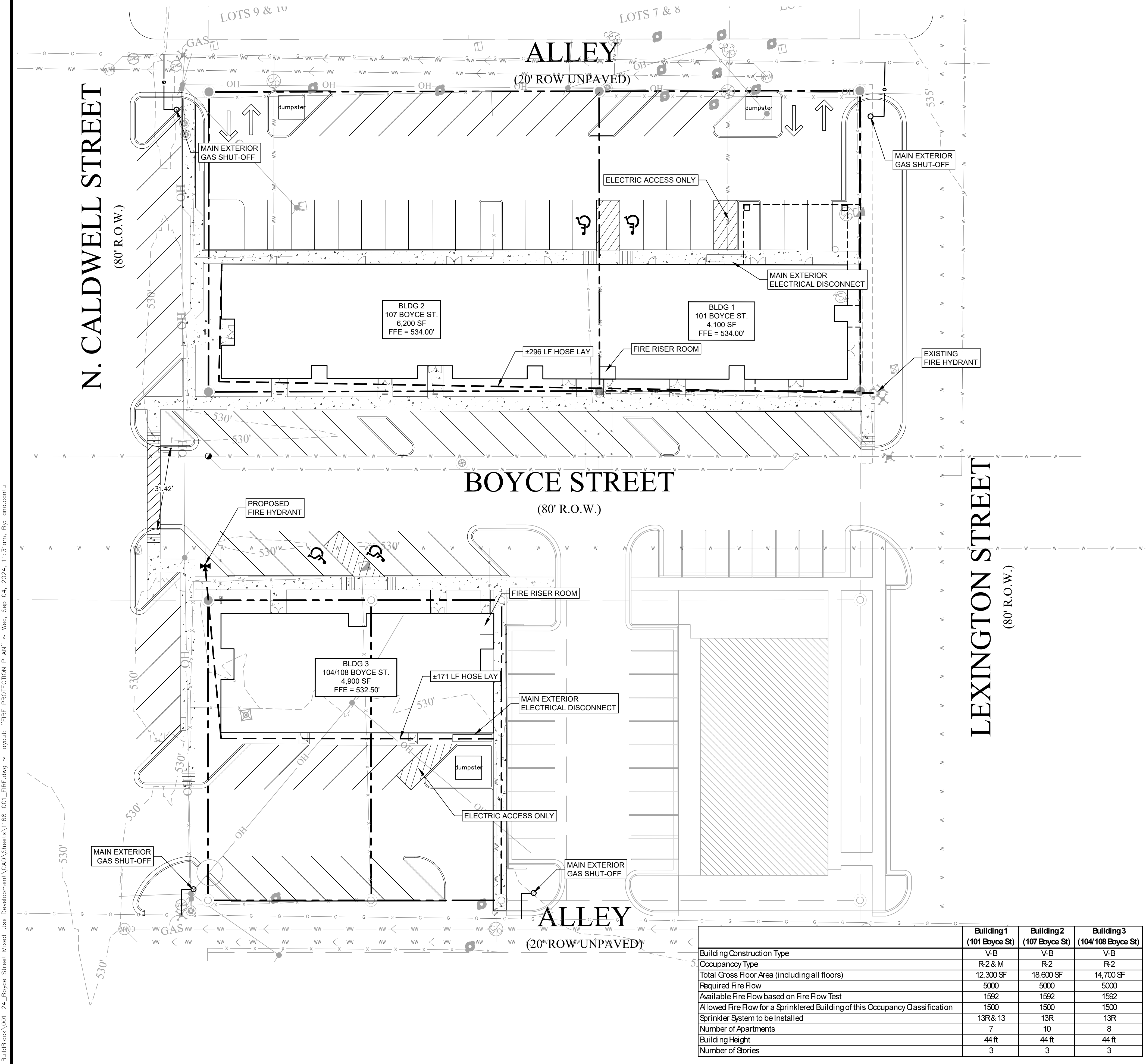
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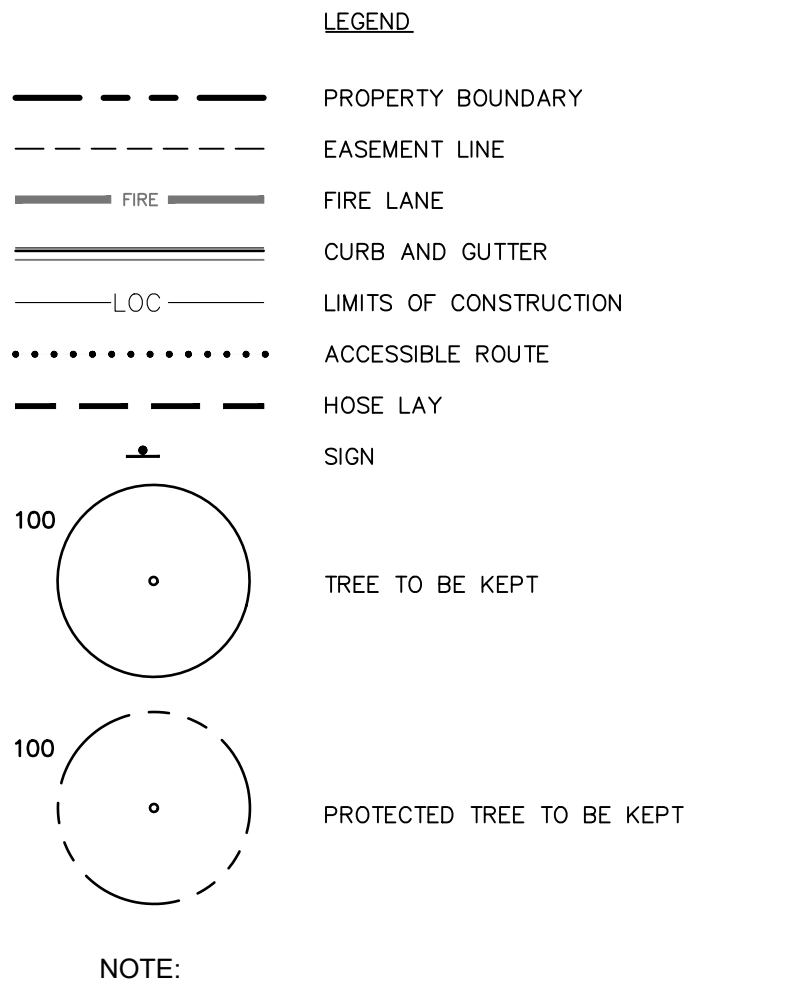
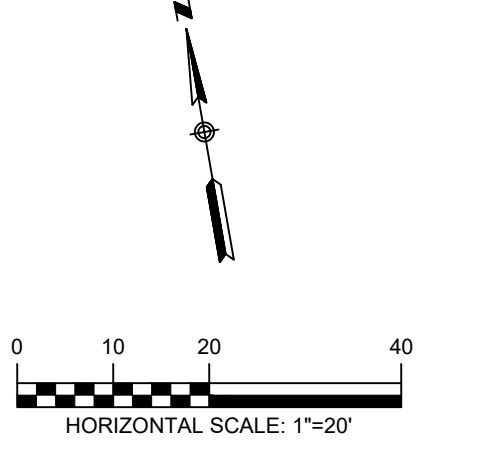
PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

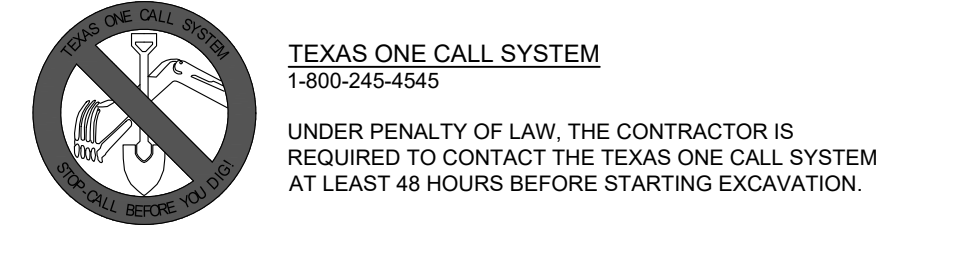
SHEET 10 OF 27



- ### TRAVIS COUNTY ESD NO. 12 SITE PLAN NOTES
- THE OWNER AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR CONTACTING TRAVIS COUNTY ESD NO. 12 TO ENSURE COMPLIANCE WITH ALL CODES, ORDINANCES, STATUTES AND PERMITTING REQUIREMENTS PRIOR TO CONSTRUCTION.
  - PRIOR TO BEGINNING ANY CONSTRUCTION, THE APPROPRIATE TRAVIS COUNTY ESD NO. 12 PERMIT/APPROVAL SHALL BE OBTAINED. THE APPROVED PERMIT SHALL BE READILY AVAILABLE ON SITE TO TRAVIS COUNTY ESD NO. 12.
  - PHASED OCCUPANCY SHALL BE PERMITTED ONLY WITH PRIOR APPROVAL FROM TRAVIS COUNTY ESD NO. 12, THE BUILDING DEPARTMENT, AND OTHER RELATED AGENCIES, AS APPLICABLE. REQUESTS FOR PHASED OCCUPANCY SHALL BE MADE PRIOR TO START OF CONSTRUCTION ONLY.
  - PHASED INSTALLATION OF FIRE ACCESS ROADS SHALL REQUIRE AN ACCESS PHASING PLAN APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - PHASED CONSTRUCTION OF BUILDINGS SHALL REQUIRE A CONSTRUCTION PHASING PLAN APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - AN ALL-WEATHER FIRE LANE/FIRE APPARATUS ACCESS ROAD SHALL BE CONSTRUCTED TO SUPPORT THE IMPOSED LOAD OF A FIRE APPARATUS WEIGHING 75,000 POUNDS.
  - THE FIRE LANE/FIRE APPARATUS ACCESS ROAD SHALL PROVIDE FIRE DEPARTMENT ACCESS TO ALL PARTS OF COMBUSTIBLE STRUCTURES WITHIN 150 FEET OF THE FIRE LANE. THE APPROVED FIRE LANE/FIRE APPARATUS ACCESS ROAD MUST BE INSTALLED PRIOR TO AND MAINTAINED DURING CONSTRUCTION OF ANY COMBUSTIBLE STRUCTURE, UNLESS OTHERWISE APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - WHERE A FIRE HYDRANT IS LOCATED ON A FIRE LANE/FIRE APPARATUS ACCESS ROAD, THE MINIMUM ROAD WIDTH SHALL BE 26 FEET, EXCLUSIVE OF SHOULDERS. IF NO FIRE HYDRANT IS PROVIDED, THE MINIMUM FIRE LANE/FIRE APPARATUS ACCESS ROAD WIDTH SHALL BE 25 FEET.
  - FIRE LANE WIDTH IS MEASURED FROM TOP FACE OF CURB TO TOP FACE OF CURB FOR FIRE LANES WITH STANDARD CURBS AND GUTTERS AND FROM FLOW LINE TO FLOW-LINE FOR FIRE LANES WITH MODIFIED CURB DESIGNS (E.G. ROLLED, RAMPED).
  - THE DEVELOPER IS RESPONSIBLE TO VERIFY THAT ALL APPROVED PUBLIC WORKS, STREET IMPROVEMENT AND PRECISE GRADING PLANS CONFORM TO THE MINIMUM STREET WIDTH REQUIREMENTS SET FORTH BY THE FIRE CODE AND ADOPTED BY TRAVIS COUNTY ESD NO. 12.
  - A MINIMUM VERTICAL CLEARANCE OF 14' SHALL BE PROVIDED FOR ALL FIRE LANES/FIRE APPARATUS ACCESS ROADS.
  - INSIDE TURNING RADIUS OF FIRE LANES/FIRE APPARATUS ACCESS ROADS SHALL BE A MINIMUM OF 25 FEET. THE OUTSIDE RADIUS SHALL BE 50 FEET.
  - DEAD-END FIRE LANES/FIRE APPARATUS ACCESS ROADS IN EXCESS OF 150 FEET SHALL BE PROVIDED WITH APPROVED TURNAROUND PER 2015 IFC, APPENDIX D, TABLE D103.4.
  - THE DIAMETER OF A CUL-DE-SAC SHALL BE 100 FEET MINIMUM PER CITY OF MANOR SPECIFICATIONS.
  - ACCESS GATES SHALL BE APPROVED BY TRAVIS COUNTY ESD NO. 12 PRIOR TO INSTALLATION.
  - ALL GATES IN CONSTRUCTION SHALL BE EQUIPPED WITH A KNOCK OR BREAKAWAY PADLOCK.
  - IF BUILDING EXCEEDS 30 FEET IN HEIGHT FROM GRADE PLANE, AN AERIAL FIRE APPARATUS ROAD, 15-30 FEET PARALLEL TO ONE ENTIRE SIDE OF THE BUILDING SHALL BE IN PLACE. (2015 IFC, APPENDIX D105)
  - FIRE LANES SHALL BE MARKED WITH FIRE LANE - TOW AWAY ZONE. THE CURBS SHALL BE PAINTED RED AND THE LETTERING SHALL BE 4" IN HEIGHT AND PAINTED WHITE. THE STENCIL SHALL BE PLACED AT INTERVALS OF 35 FEET.
  - THE MINIMUM REQUIRED FIRE FLOW SHALL MEET OR EXCEED THE REQUIREMENTS OF APPENDIX B OF THE 2015 INTERNATIONAL FIRE CODE.
  - THE MAXIMUM FIRE FLOW REDUCTION FOR A PROJECT SHALL BE BASED ON THE INFORMATION PROVIDED IN THE FIRE FLOW REDUCTION TABLE PROVIDED IN TRAVIS COUNTY ESD NO. 12 DESIGN DOCUMENTS.
  - ALL FIRE HYDRANTS THAT ARE APPROVED AND INSTALLED AS A PART OF THE PROPOSED PROJECT SHALL BE PART OF A FIRE PROTECTION SYSTEM.
  - THE UTILITY CONTRACTOR SHALL CONSULT TRAVIS COUNTY ESD NO. 12 REGARDING ANY REQUIREMENTS FOR UTILITY CONTRACTORS.
  - THE APPROPRIATE INDIVIDUAL SHALL CONSULT WITH TRAVIS COUNTY ESD NO. 12 FOR REQUIREMENTS RELATED TO THE UNDERGROUND WATER MAIN LINE AND SUBSEQUENT INSTALLATION OF THE WATER MAIN/FIRE HYDRANT LINE.
  - THE SUBMISSION OF AN UNDERGROUND WATER LINE (UTILITY) PLAN SHEET WITH THE SITE PLAN DOES NOT ALLEVIATE THE NEED TO HAVE A SEPARATE UNDERGROUND PLAN SUBMITTED AND APPROVED BY TRAVIS COUNTY ESD NO. 12. THE APPROVAL OF A SITE PLAN DOES NOT CONSTITUTE THE APPROVAL OF AN UNDERGROUND SYSTEM.
  - UNDERGROUND MAINS FEEDING HYDRANTS SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH NFPA 24, THE FIRE CODE AND TRAVIS COUNTY ESD NO. 12 ADOPTED AMENDMENTS, BY A CONTRACTOR LICENSED TO PERFORM THE INSTALLATION. THE ENTIRE MAIN MUST BE HYDROSTATICALLY TESTED AT ONE TIME. ISOLATION VALVES ARE PROVIDED BETWEEN TESTED SECTIONS.
  - TRAVIS COUNTY ESD NO. 12 CONSIDERS THE PIPING FROM THE POINT OF CONNECTION AT THE MUNICIPAL WATER SUPPLY TO THE FIRE HYDRANTS AND THE BASE OF ANY FIRE SPRINKLER RISER PART OF A FIRE PROTECTION SYSTEM.
  - THE PRESENCE OF DOMESTIC WATER SUPPLY TAPS OFF OF THE MAIN WATER LINE OR A SHARED SUPPLY LINE WITH FIRE SPRINKLER RISER DOES NOT OVERRIDE ANY REQUIREMENTS OF TRAVIS COUNTY ESD NO. 12 OR NFPA 24. NFPA 24 SHALL APPLY TO ALL UNDERGROUND INSTALLATIONS AND INSTALLATIONS SHALL BE PERMITTED AND INSPECTED BY TRAVIS COUNTY ESD NO. 12.
  - FIRE HYDRANTS SHALL MEET THE MINIMUM STANDARD OF THE CITY OF MANOR AND TRAVIS COUNTY ESD NO. 12. (M511S-17A) AND PAINTED RED.
  - THE 4.5" FIRE HYDRANT OUTLET MUST FACE THE FIRE LANE.
  - THE HYDRANTS SHALL BE INSTALLED WITH THE CENTER OF THE 4.5" OPENING AT LEAST 18" ABOVE FINISHED GRADE.
  - HYDRANTS SHALL BE PLACED WITHIN 100 FEET OF AN FDC.
  - HYDRANTS SHALL BE LOCATED SO THAT A HOSE LINE RUNNING BETWEEN THE HYDRANT AND THE FIRE DEPARTMENT CONNECTIONS WILL NOT CROSS DRIVEWAYS, OBSTRUCT ROADS OR FIRE LANES, OR OTHERWISE INTERFERE WITH EMERGENCY VEHICLE RESPONSE AND EVACUATION OF A SITE.
  - ALL FIRE HYDRANTS SHALL HAVE A "BLUE REFLECTIVE PAVEMENT MARKER" INDICATING THEIR LOCATION. HYDRANTS SHALL BE PLACED AT NO MORE THAN 500 FEET APART, UNLESS OTHERWISE APPROVED BY TRAVIS COUNTY ESD NO. 12. (2015 IFC, TABLE C102.1)
  - HYDRANTS AND FIRE DEPARTMENT CONNECTIONS SHALL NOT BE LOCATED BEHIND PARKING STALLS OR IN OTHER LOCATIONS WHERE THEY ARE LIKELY TO BE BLOCKED BY VEHICLES OR OTHER OBJECTS. WHENEVER POSSIBLE, HYDRANTS SHALL BE PLACED IN LANDSCAPE ISLANDS/PENINSULAS, STREET AND DRIVE AISLE INTERSECTIONS IN PREFERENCE TO MID-BLOCK LOCATIONS.
  - HYDRANTS MUST BE LOCATED WITHIN THREE TO SIX FEET OF THE EDGE OF A FIRE ACCESS ROADWAY.
  - HYDRANTS SHALL NOT BE LOCATED IN AREAS WHERE THEY WILL BE VISUALLY OR OPERATIONALLY OBSTRUCTED (BEHIND FENCES OR WALLS, IN BUSHES, BEHIND PARKING SPACES, ETC).
  - A MINIMUM 3-FOOT CLEARANCE SHALL BE PROVIDED AROUND THE CIRCUMFERENCE OF THE HYDRANT.
  - APPROVED FIRE HYDRANTS ARE TO BE CONSIDERED PART OF A FIRE PROTECTION SYSTEM AND SHALL NOT BE REMOVED OR TAMPERED WITH UNLESS APPROVED BY TRAVIS COUNTY ESD NO. 12. TAMPERING SHALL INCLUDE, BUT IS NOT LIMITED TO, PAINTING, MODIFYING, AND OBSTRUCTING ACCESS.
  - FIRE SPRINKLER RISER ROOMS SHALL BE PROVIDED WITH EXTERIOR ACCESS. NO INTERIOR ACCESS SHALL BE PROVIDED. THE EXTERIOR ACCESS DOOR SHALL FACE A DESIGNATED FIRE LANE, UNLESS OTHERWISE APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - ANY FIRE HYDRANTS THAT HAVE NOT PASSED AN ACCEPTANCE TEST IN THE PRESENCE OF A TRAVIS COUNTY ESD NO. 12 INSPECTOR OR TEMPORARILY INOPERATIVE SHOULD BE WRAPPED WITH A BLACK BAG.
  - THE BUILDING ADDRESS SHALL BE CLEARLY VISIBLE FROM THE STREET TO WHICH IT IS ADDRESSED. FINAL NUMBERS HAVE TO BE AT LEAST 6" IN HEIGHT AND OF CONTRASTING COLOR WITH THE BACKGROUND UPON WHICH THEY ARE PLACED.
  - TEMPORARY FUEL TANKS OF 60 OR MORE GALLONS SHALL BE INSPECTED BY TRAVIS COUNTY ESD NO. 12 TO ENSURE THE APPROPRIATE REQUIREMENTS ARE MET.
  - PRIOR TO OCCUPANCY, A CLOSE OUT INSPECTION TEST OF FIRE HYDRANT FLOW IS REQUIRED BY TRAVIS COUNTY ESD NO. 12. THE CONTRACTOR SHALL CONTACT TRAVIS COUNTY ESD NO. 12 TO SCHEDULE THE ACCEPTANCE TEST. IF ANY HYDRANT FAILS THE FIRE FLOW TEST, THE ENTIRE SYSTEM FAILS THE FIRE FLOW TEST.
  - APPROVAL OF THIS PLAN SUBMITTAL DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, CODES, INFORMATION, AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE LICENSED DESIGNER AND/OR PROFESSIONAL ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, AND ADEQUACY OF THE SUBMITTAL WHETHER OR NOT THE PLAN SUBMITTAL IS REVIEWED AND APPROVED FOR CODE COMPLIANCE BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12.



NOTE:  
1. FIRE PROTECTION ACCESS TO BE PROVIDED VIA N. CALDWELL STREET AND BOYCE STREET.



NOTE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

### CAUTION - ELECTRICITY PRESENT

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	Building 1 (101 Boyce St)	Building 2 (107 Boyce St)	Building 3 (104/108 Boyce St)
Building Construction Type	V-B	V-B	V-B
Occupancy Type	R-2 & M	R-2	R-2
Total Gross Floor Area (including all floors)	12,300 SF	18,600 SF	14,700 SF
Required Fire Flow	5000	5000	5000
Available Fire Flow based on Fire Flow Test	1562	1562	1562
Allowed Fire Flow for a Sprinklered Building of this Occupancy Classification	1500	1500	1500
Sprinkler System to be Installed	13R & 13	13R	13R
Number of Apartments	7	10	8
Building Height	44 ft	44 ft	44 ft
Number of Stories	3	3	3

NO.	REVISION	DATE

9/4/2024

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**CENTRAL TEXAS**  
 205 Cimarron Park Loop, Ste. B, Buda TX 78610  
 P: 512.312.4330

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FIRE PROTECTION PLAN

## BOYCE STREET MIXED-USE DEVELOPMENT

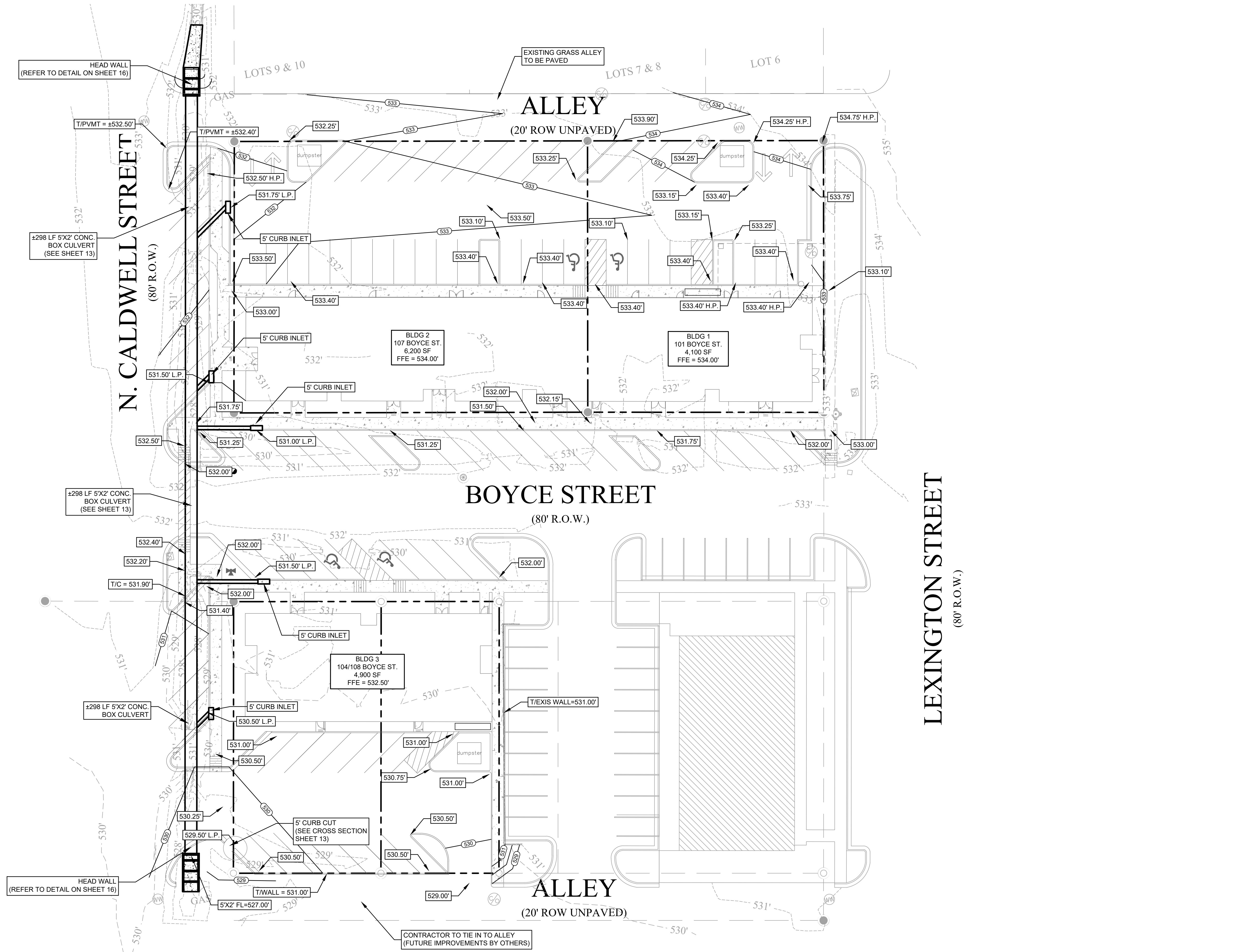
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 11 OF 27

O:\CompanyData\Clients\1168 - Build\1168-001-24\_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001-FIRE.dwg - Layout: "FIRE PROTECTION PLAN" - Wed, Sep 04, 2024, 11:31am, By: sws.csbu



**LEGEND**

- 700 --- EXISTING CONTOURS
- 700 --- PROPOSED CONTOURS
- [700.00] PROPOSED SPOT ELEVATION
- PROPOSED STORM DRAIN

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

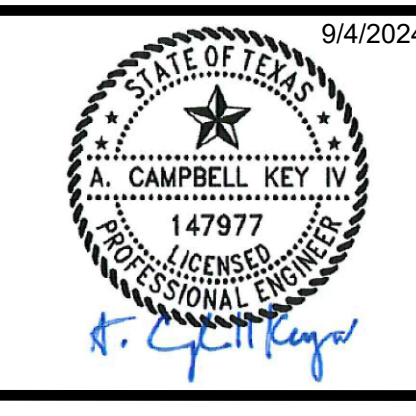
UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

**NOTE:** ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

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GRADING AND DRAINAGE PLAN

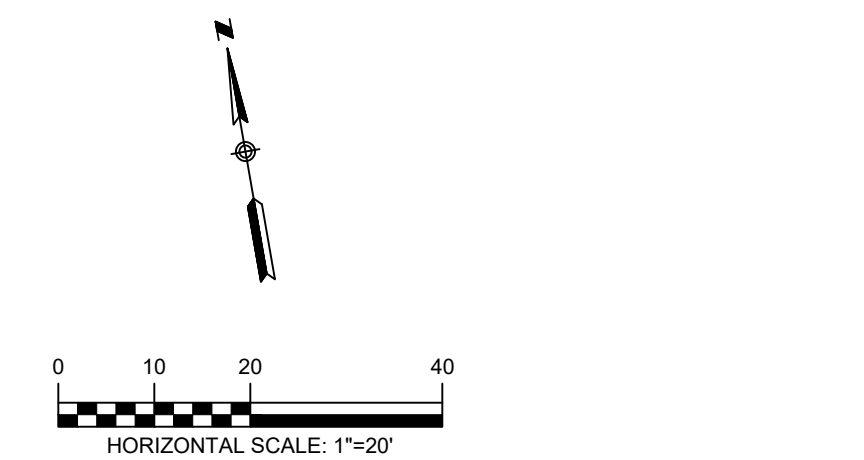
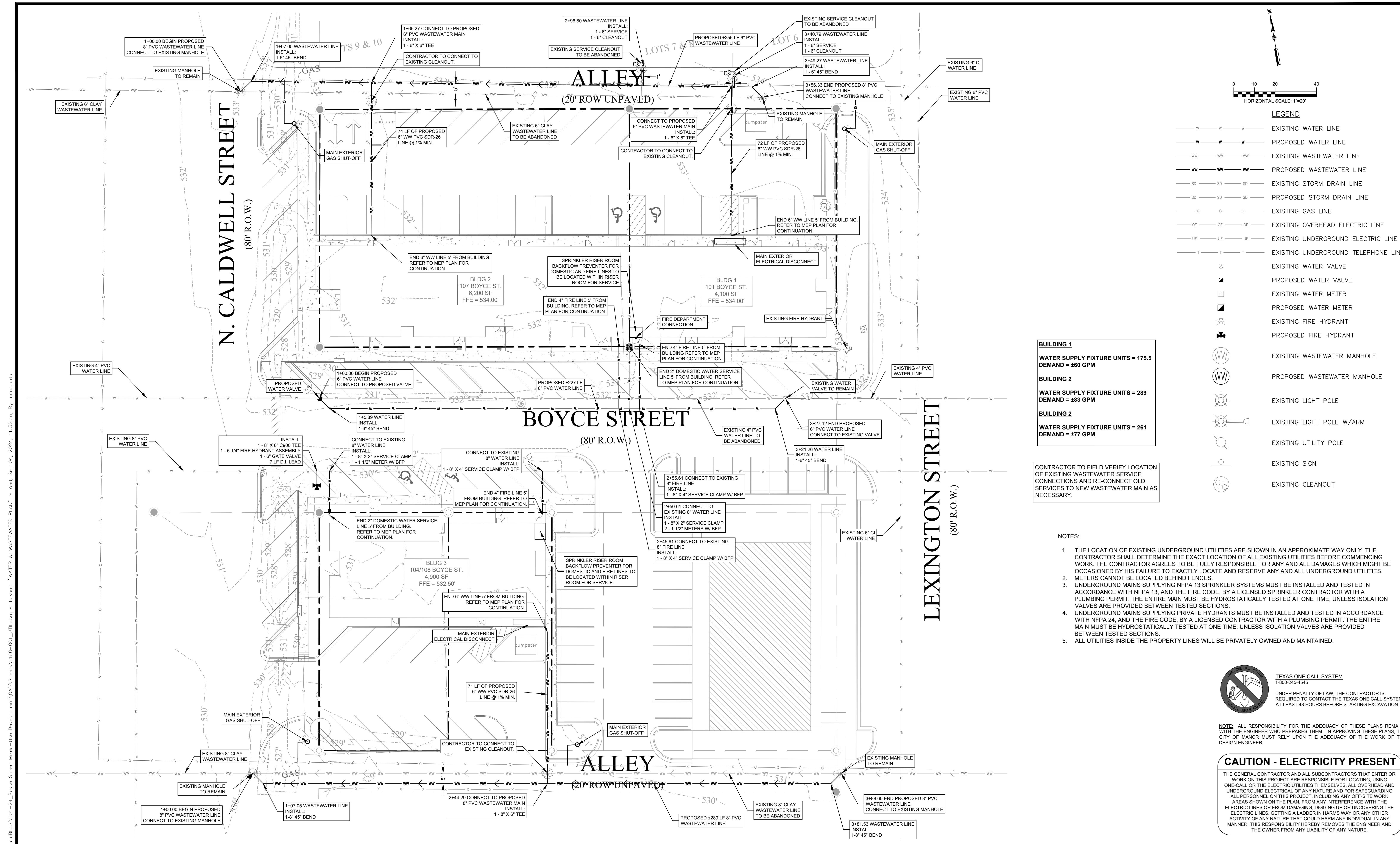
**BOYCE STREET MIXED-USE DEVELOPMENT**  
 101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 12 OF 27

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- LEGEND**
- EXISTING WATER LINE
  - PROPOSED WATER LINE
  - EXISTING WASTEWATER LINE
  - PROPOSED WASTEWATER LINE
  - EXISTING STORM DRAIN LINE
  - PROPOSED STORM DRAIN LINE
  - EXISTING GAS LINE
  - EXISTING OVERHEAD ELECTRIC LINE
  - EXISTING UNDERGROUND ELECTRIC LINE
  - EXISTING UNDERGROUND TELEPHONE LINE
  - EXISTING WATER VALVE
  - PROPOSED WATER VALVE
  - EXISTING WATER METER
  - PROPOSED WATER METER
  - EXISTING FIRE HYDRANT
  - PROPOSED FIRE HYDRANT
  - EXISTING WASTEWATER MANHOLE
  - PROPOSED WASTEWATER MANHOLE
  - EXISTING LIGHT POLE
  - EXISTING LIGHT POLE W/ARM
  - EXISTING UTILITY POLE
  - EXISTING SIGN
  - EXISTING CLEANOUT

**BUILDING 1**  
 WATER SUPPLY FIXTURE UNITS = 175.5  
 DEMAND = 160 GPM

**BUILDING 2**  
 WATER SUPPLY FIXTURE UNITS = 289  
 DEMAND = 283 GPM

**BUILDING 3**  
 WATER SUPPLY FIXTURE UNITS = 261  
 DEMAND = 277 GPM

CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING WASTEWATER SERVICE CONNECTIONS AND RE-CONNECT OLD SERVICES TO NEW WASTEWATER MAIN AS NECESSARY.

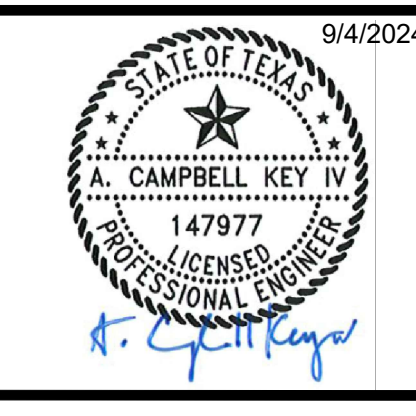
- NOTES:**
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND RESERVE ANY AND ALL UNDERGROUND UTILITIES.
  - METERS CANNOT BE LOCATED BEHIND FENCES.
  - UNDERGROUND MAINS SUPPLYING NFPA 13 SPRINKLER SYSTEMS MUST BE INSTALLED AND TESTED IN ACCORDANCE WITH NFPA 13, AND THE FIRE CODE, BY A LICENSED SPRINKLER CONTRACTOR WITH A PLUMBING PERMIT. THE ENTIRE MAIN MUST BE HYDROSTATICALLY TESTED AT ONE TIME, UNLESS ISOLATION VALVES ARE PROVIDED BETWEEN TESTED SECTIONS.
  - UNDERGROUND MAINS SUPPLYING PRIVATE HYDRANTS MUST BE INSTALLED AND TESTED IN ACCORDANCE WITH NFPA 24, AND THE FIRE CODE, BY A LICENSED CONTRACTOR WITH A PLUMBING PERMIT. THE ENTIRE MAIN MUST BE HYDROSTATICALLY TESTED AT ONE TIME, UNLESS ISOLATION VALVES ARE PROVIDED BETWEEN TESTED SECTIONS.
  - ALL UTILITIES INSIDE THE PROPERTY LINES WILL BE PRIVATELY OWNED AND MAINTAINED.

TEXAS ONE CALL SYSTEM  
 1-800-245-4545  
 UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

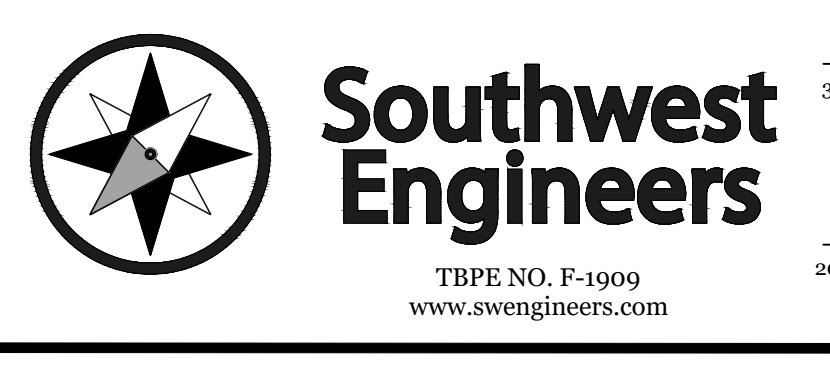
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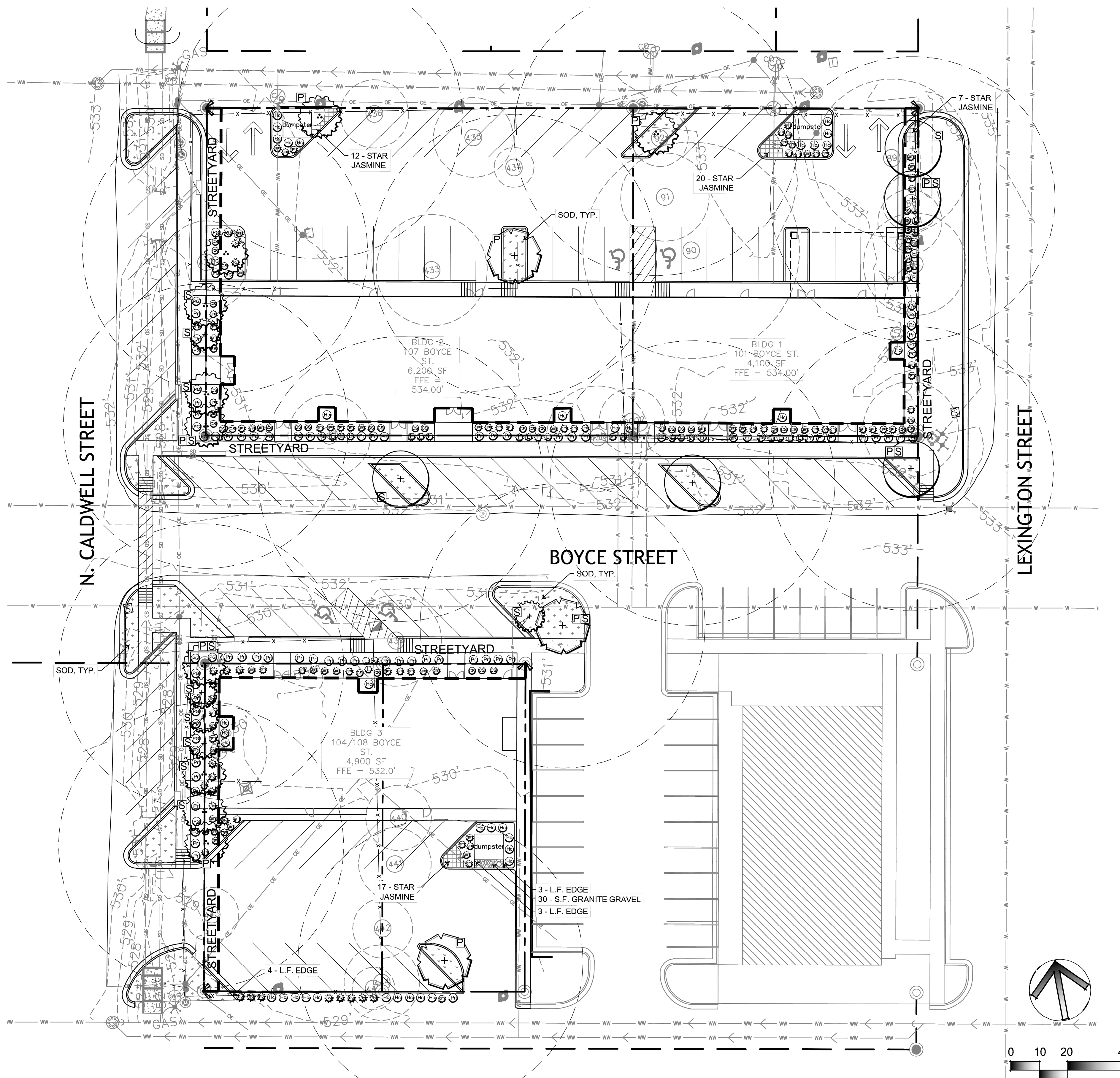
WATER & WASTEWATER PLAN

**BOYCE STREET MIXED-USE DEVELOPMENT**  
 101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 17 OF 27



CANOPY TREES	
SYMBOL	COMMON NAME
	LIVE OAK
	CEDAR ELM
	TEXAS PISTACHE

FOR REFERENCE ONLY

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NO.	REVISION	DATE

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LANDSCAPE PLAN

**BOYCE STREET MIXED-USE DEVELOPMENT**  
 101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO.	1168-001-24
DRAWING NO.	
SHEET	24 OF 27

NO.	REVISION	DATE

**carrillo DEAN**  
 Landscape Architecture

7301 Via Correto Dr. • CarrilloDean.com  
 Austin, Texas 78749 • Phone: 512-535-7303



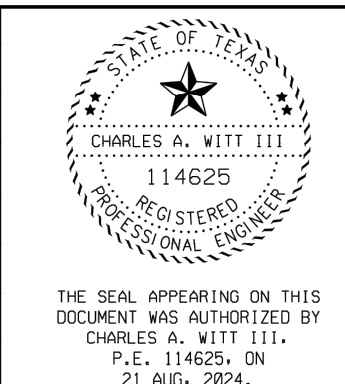
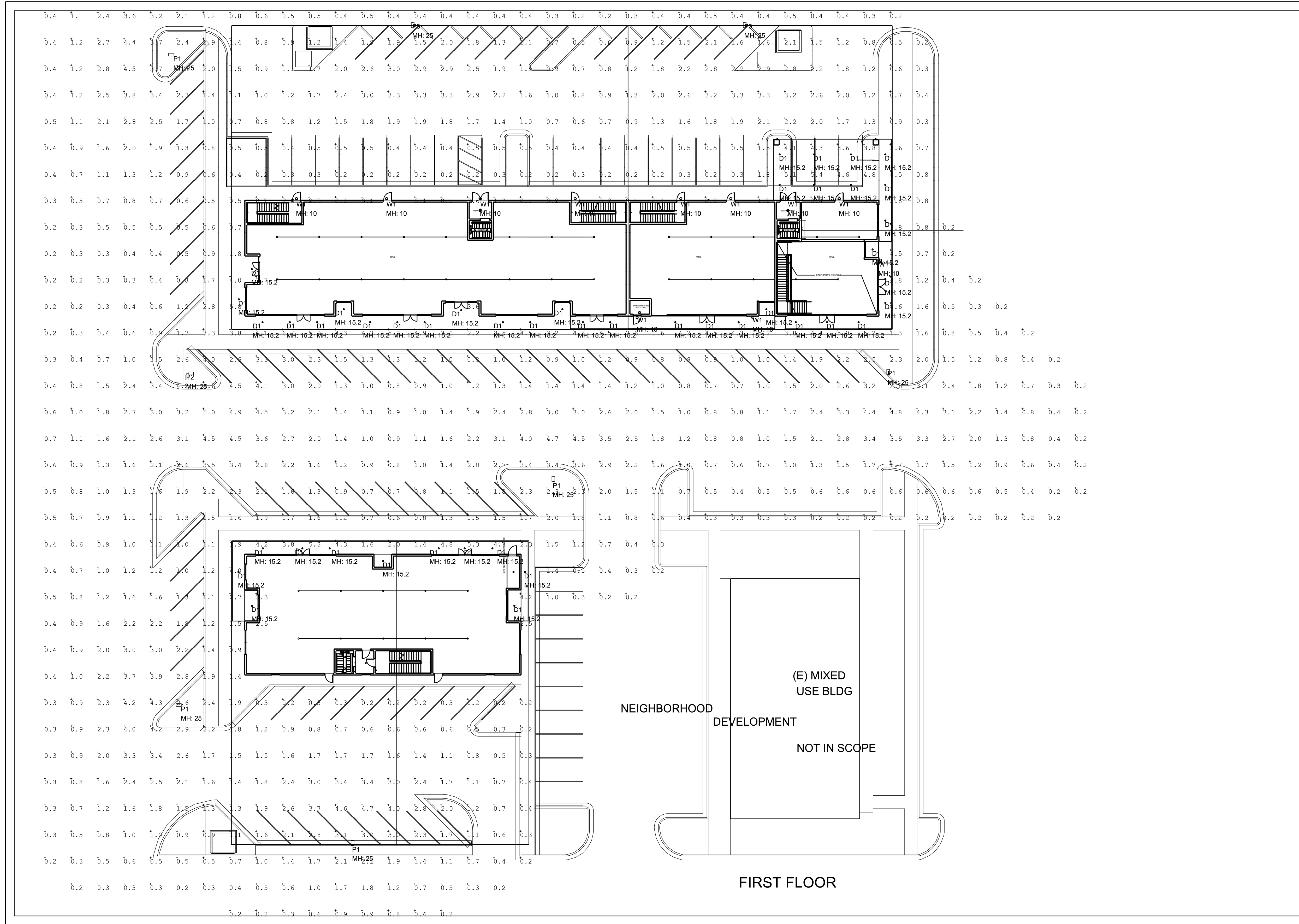
PROJECT NAME  
**BOYCE STREET COMMERCIAL**

PROJECT ADDRESS  
**101 BOYCE STREET  
 MANOR, TX 78653**

DATE	SCALE	JOB NO.
08/27/24	AS SHOWN	128-06

SHEET TITLE  
**LANDSCAPE PLAN**

SHEET NO.  
**L1.1** OF X



Charles A. Witt III  
Date

100% SUBMITTAL	Date	Description	Mark
1			



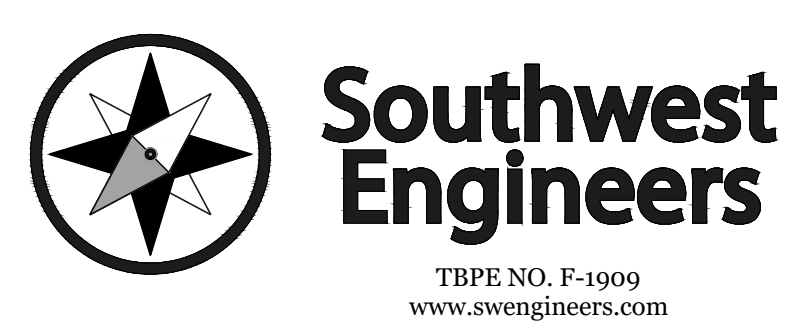
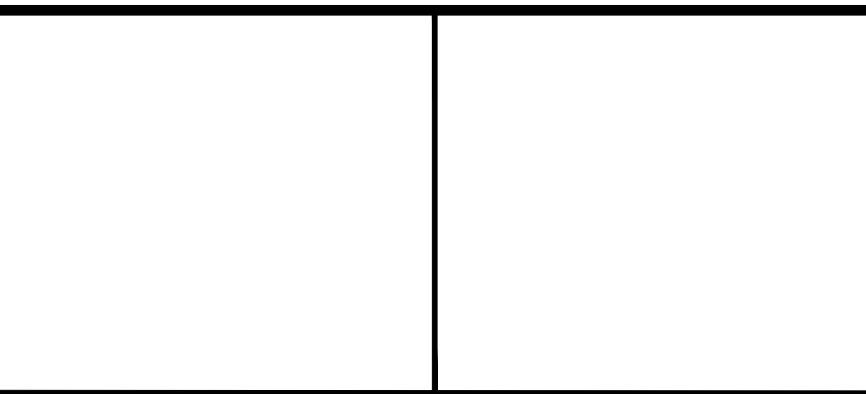
SITE PHOTOMETRIC PLAN  
BOYCE PROJECT

SHEETNUMBER  
**E-002**

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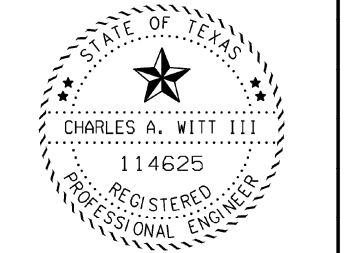
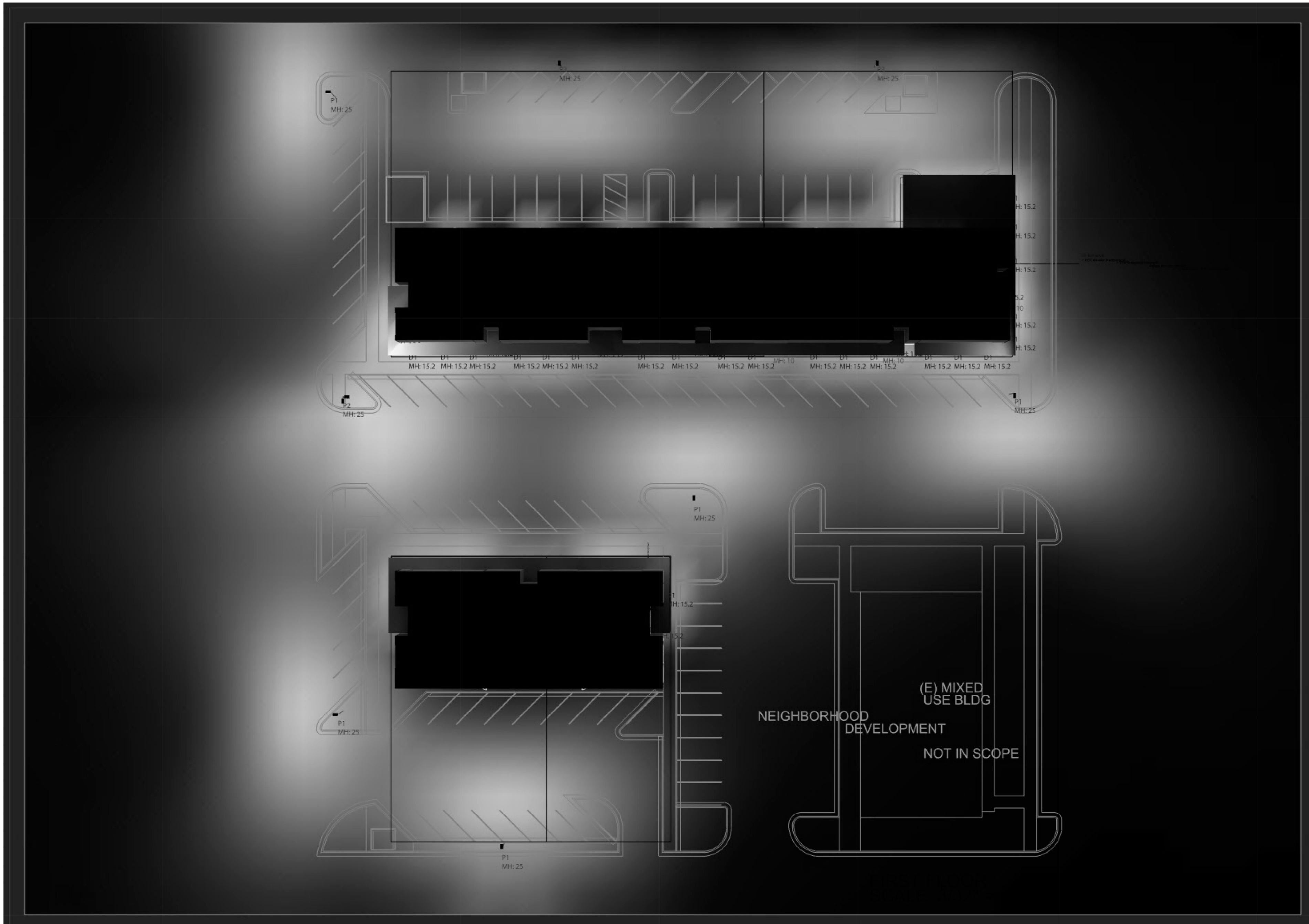
PHOTOMETRIC PLAN (1 OF 2)

**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. <u>1168-001-24</u>
DRAWING NO. _____
SHEET <u>26</u> OF <u>27</u>

- GENERAL NOTES:
1. NOT FOR CONSTRUCTION PURPOSES.
  2. ALL CALCULATIONS CONTAIN AN ERROR FACTOR OF +/- 10%.
  3. CALCULATION POINT SPACING IS 10' x 10'
  4. ALL CALCULATIONS ARE IN FOOT CANDLE MEASUREMENTS
  5. UNLESS OTHERWISE NOTED - ALL REFLECTANCE VALUES ARE CALCULATED USING THE DEFAULT VALUES OF: PARKING LOT = .2, WALLS = .2, CEILING = .2
  6. FIXTURE MOUNTING HEIGHT: NOTED ON PLAN



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHARLES A. WITT III, P.E. 114625, ON 21 AUG. 2024.

Charles A. Witt III

21-AUG-24	Date
1	100% SUBMITTAL
	Description
	Mark

650 SHELL STONE TRAIL  
GEORGETOWN, TX 78628  
C: 512-639-3131  
CO. # F-15327

SITE PHOTOMETRIC PLAN  
BOYCE PROJECT

SHEETNUMBER  
**E-003**

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	MANUFACTURE	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
⊕	45	D1	Single	PRESCOLITE	LBRP-M-LSSL-WD_LBRP-6RD-T-D	0.900	848	9.3	418.5
⊕	5	P1	Single	LSI	MRS-LED-15L-SIL-3-40-70CRI	0.900	15933	111	555
⊕	1	P2	2 @ 90 degrees	LSI	MRS-LED-15L-SIL-4-40-70CRI	0.900	15698	111	222
⊕	2	P3	Single	LSI	MRS-LED-15L-SIL-3-40-70CRI-IL	0.900	10674	111	222
⊕	11	W1	Single	SAGE	RWC-ADA-FS-BK (4000K)	0.900	622	9.4	103.4

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Max/Min
BOYCE PROJECT FULL SITE CALC_Planar	Illuminance	Fc	1.55	6.7	0.1	15.50
						67.00

FOR REFERENCE ONLY (N.T.S)

NO.	REVISION	DATE

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PHOTOMETRIC PLAN (2 OF 2)

**BOYCE STREET MIXED-USE DEVELOPMENT**  
 101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. <u>1168-001-24</u>
DRAWING NO. _____
SHEET <u>27</u> OF <u>27</u>

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AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Jones, Economic Development Director  
**DEPARTMENT:** Economic Development

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Chapter 380 Grant Agreement to Build Block, Inc. of the properties located at 104 and 108 W. Boyce Street to provide development incentives for the development of the properties and employment opportunities.

**BACKGROUND/SUMMARY:**

This Chapter 380 Grant Agreement is for two tracts of land located at 104 and 108 W. Boyce Street owned by Build Block, Inc. which is part of a larger development known as the Boyce PJT Development that consists of three tracts of land and two property owners, Jiwon Jung and Build Block, Inc. The three tracts that make up the Boyce PJT Development each have their own individual Chapter 380 Grant Agreement due to ownership and as requested by the owner of two of the properties, Jiwon Jung, to allow for an assignment of the rights and obligations of the Chapter 380 Grant Agreement if these other properties are sold. Both owners consent to have one development covered by three separate development agreements.

This Chapter 380 Grant Agreement arises under a concurrent development agreement for the property and does not contain a provision for an authorized assignment as the conveyance of this property is not being entertained currently (unlike the properties located at 107 and 101 W. Boyce St.).

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

- Chapter 380 Grant Agreement – 104 and 108 Boyce Street

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve Chapter 380 Grant Agreement for 104 and 108 Boyce Street as presented.

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



<b>THE STATE OF TEXAS</b>	§	
	§	
	§	<b>Chapter 380 Grant Agreement</b>
	§	<b>Project – 104 and 108 W. BOYCE</b>
		<b>STREET MIXED-USE</b>
<b>COUNTY OF TRAVIS</b>	§	<b>DEVELOPMENT</b>

**THIS CHAPTER 380 GRANT AGREEMENT** for a development project located at 104 and 108 W Boyce (hereinafter, this “Agreement”) is executed by and between **BUILD BLOCK INC.**, a Delaware for profit corporation registered with the Texas Secretary of State and duly authorized to do business in the State of Texas, (hereafter referred to as “**COMPANY**”) and the **CITY OF MANOR, TEXAS**, a home-rule city and municipal corporation of Travis County, Texas (hereinafter, the “**CITY**”).

**W I T N E S S E T H:**

**WHEREAS**, the CITY has established an Economic Development Policy (hereinafter, the “Policy”) pursuant to Chapter 380, Texas Local Government Code, to provide for a grant of economic development incentives to new or expanding businesses in Trinidad under the terms and conditions of this Agreement; and

**WHEREAS**, the City has determined that the COMPANY qualifies for economic development incentives under the Policy, subject to the terms and conditions of this Agreement; and

**WHEREAS**, the Property is not located within a tax increment financing district;

**WHEREAS**, the COMPANY owns/leases the following described property: approximately .297 acres of property located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (hereinafter, the “Property,” and further defined herein); and

**WHEREAS**, the COMPANY will install or cause to be installed approximately \$3.5 million in capital improvements on the Property; and

**WHEREAS**, the COMPANY made application to the CITY for an economic incentive related to the construction of a buildings of approximately 14,100 square feet on the Property (hereinafter, the “Facility,” and further defined herein); and

**WHEREAS**, the construction of the Facility, the relocation of the COMPANY to the Property, and operation of the Business Operations on the Property will promote economic development of the CITY, encourage businesses to locate and expand in the CITY, and increase opportunities for increased property tax and employment; and

**WHEREAS**, the Parties agree that the COMPANY must fulfill its obligations under this Agreement in order for the CITY to pay the Chapter 380 Grant (herein defined); and

**WHEREAS**, Chapter 380 of the Texas Local Government Code provides statutory authority for granting the economic incentives and administering the Policy provided herein; and

**WHEREAS**, the City Council finds that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, the CITY and the COMPANY, for and in consideration of the mutual premises and promises contained herein, the receipt and sufficiency thereof is hereby acknowledged, do hereby agree, covenant and contract as set forth below:

**I.**  
**Definitions**

- A. **“Business Operations”** refers to the COMPANY’S business operating on the Property.
- B. **“Business Personal Property”** is defined as tangible personal property, materials, supplies, equipment, inventory, fixtures, or other personal property that are attributable to the Business Operations and located at the Premises and to the structures and uses present on the Property subject to ad valorem taxes, and that are not included in the definition of real property is Section 1.04(2) of the Texas Tax Code, as amended.
- C. **“Calendar Year”** means the twelve month period of time that begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> of the same numbered year.
- D. **“Chapter 380 Grant”** is defined as the the economic incentive payment further described in Article V, not to exceed the Maximum Grant Amount.
- E. **“Certificate of Occupancy”** means the final certificate of occupancy issued by the City for the Facility.
- F. **“Eligible Property”** is defined as the Property, all real property improvements affixed to the Property and business property located thereon.
- G. **“Facilities”** means the building totaling approximately 14,100 square feet, suitable for the Business Operations, constructed on the Property in accordance with the CITY-approved plans, and applicable local, state, and federal regulations, out of which the Business Operations will be conducted.
- H. **“Full-time Employee or FTE”** is defined as an employee or on-site independent contractor of the COMPANY or its tenants or subtenants whose assigned work location is at the Property in the City of Manor and is working at least a thirty (30)-hour work week. An “on-site independent contractor” is a person who regularly performs work on the Property on average of thirty (30) hours per week. Multiple part-time employees shall be the equivalent of one Full-Time Employee so long as the aggregate number of hours regularly worked by the part-time employees counted toward a Full-Time Employee meets or exceeds thirty (30) hours per week on average.

- I. **“Grant Criteria”** is defined as the criteria set forth in Article IV that the COMPANY must meet to receive the Chapter 380 Grant defined in Article V.
- J. **“Maximum Grant Amount”** shall mean the the total amount of payments paid to COMPANY under this Agreement, whether by Sales Tax Rebate, Real Property Tax Rebate, or combination thereof, in the schedule provided in Section V.A.1 herein and in an amount not to exceed \$285,161.00.
- K. **“Ongoing Documentation”** is defined as copies of the following documents for the tax year for which a Chapter 380 Grant is sought: (1) proof of compliance with Section IV.A(2); (2) proof that the COMPANY or its tenants or subtenants whose assigned work location is at the Property has employed the number of FTE’s required by this Agreement; (3) proof of payment ad valorem and business personal property taxes; and (4) the 380 Grant Certification described in Article VI. The CITY may reasonably request additional records to support the information shown in the Ongoing Documentation and compliance with the applicable Grant Criteria.
- L. **“Ongoing Grant Criteria”** is defined as the criteria the COMPANY is required to meet for payment of Chapter 380 Grants after Year 1, which are set forth in Section IV.A(2).
- M. **“Premises”** are defined as the real property (land and improvements) located on the Property.
- N. **“Project”** is defined to mean the Facility, together with all other accessory and permitted uses on the Property, upon which the Business Operations will be conducted.
- O. **“Property”** is defined as that certain .297 acre tract, being more particularly described in **Exhibit A**.
- P. **“Annual Incentive Payment(s)”** means the quarterly Sales Tax Rebate and Real Property Tax Rebate for the four calendar quarters in each of the three (3) full Calendar Years that follow the first Sales Tax Rebate Payment.
- Q. **“Real Property Improvements”** are defined as improvements to the Property, which shall include the Project and any other buildings, structures or fixtures erected or affixed to land on the Property that are included in the definition of real property set forth in Section 1.04(2), Texas Tax Code as amended.
- “Real Property Tax Rebate”** means the percentage of Real Property Taxes paid by the COMPANY and actually received by the City and paid to the COMPANY pursuant to Section V.A.1.
- R. **“Real Property Taxes”** shall mean the ad valorem tax assessed on the Eligible Property or a portion thereof, as appropriate, appraised by the Travis Central Appraisal District.
- S. **“Sales Tax”** means, as of the Effective Date, the levied 1.5% sales tax for commercial activity on the Property less the 0.5% sales tax enacted by the City of property tax reduction, equaling a total of 1.0% sales tax.

- T. **“Sales Tax Rebate”** means the percentage of Sales Tax paid by the COMPANY and actually received by the City and paid to the COMPANY pursuant to Section V.A.1.
- U. **“Threshold Documentation”** is defined as copies of the following documents: (1) proof of compliance with Section IV.A(1); (2) proof that the COMPANY has employed the number of FTE’s required by this Agreement; (3) proof that \$43.5 million in Real Property Improvements were constructed on the Property (provided by receipts); (4) proof that \$200,000 in furniture, fixtures, and equipment have been invested in and exist at the Project (receipts and visual inspection); (5) proof that the Certificate of Occupancy for the Facility and documentation acceptable to the CITY demonstrating that the Facility was installed and completed on the Property, but not later than December 31, 2028; (6) the COMPANY has employed the number of FTE’s required by this Agreement; and (7) the 380 Grant Certification described in Section VI.A. The CITY may request additional records to support the information shown in the Threshold Documentation or compliance with this Agreement.
- V. **“Threshold Grant Criteria”** is defined as the criteria the COMPANY is required to meet for payment of Chapter 380 Grants to be paid, which are set forth in Section IV A(1).
- W. **“Year 1”** is defined as the tax year following the date on which the Facility is constructed and completed on the Property, a Certificate of Occupancy is issued for the Facility, and the COMPANY begins Business Operations with the required number of FTE’s.

## II.

### General Provisions

- A. The Eligible Property is not in an improvement project financed by tax increment bonds.
- B. The Eligible Property is not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.
- C. It is acknowledged and agreed by the parties that the completion of the Project is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the City.

## III.

### Representations and Warranties

- A. The CITY hereby represents and warrants to the COMPANY that the CITY has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary CITY proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the CITY, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.
- B. The COMPANY hereby represents and warrants to the CITY that the COMPANY has full constitutional and lawful right, power, and authority, under current applicable law, to

execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by the COMPANY's governing body or authority by all actions necessary to bind the COMPANY to his Agreement. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of COMPANY, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity. COMPANY represents and warrants that COMPANY is a registered business in the State of Texas.

#### IV. Performance Criteria

##### A. Grant Criteria.

##### B.

1. **Threshold Grant Criteria.** The following events must occur for the COMPANY to receive the Chapter 380 Grant described in Article V:
  - a. The COMPANY constructs at least \$3.5 million in Real Property Improvements on the Property and \$200,000 in furniture, fixtures, and equipment investment being utilized in the businesses located at the Property.
  - b. The COMPANY completes and obtains a Certificate of Occupancy for the Facility not later than December 31, 2028.
  - c. The COMPANY commences the Business Operations on the Property and employs at least 6 Full-Time Employees at the Business within 240 days of obtaining the Certificate of Occupancy.
  - d. The COMPANY is in compliance with Sections IV.B-D.
  
2. **Ongoing Grant Criteria.** After the first Chapter 380 Grant payment made to the COMPANY, the COMPANY must comply with the following requirements for each year in which the COMPANY seeks a Chapter 380 Grant payment:
  - a. The Facility is continuously open for business during regular business hours and Business Operations are conducted at the Facility.
  - b. Tenants/Subtenants/Occupants of the Business Operations portion of the Property employ the following minimum number of Full Time Employees at the Business:
    1. 6 Full Time Employees with an average annual salary of \$30,000 (see I above).
  - c. The COMPANY is in compliance with Section IV.B-D.
  
- C. The Project shall conform to the applicable building codes, zoning ordinances, plans approved by the jurisdiction issuing permits for the Project, and all other applicable Federal and State Laws, ordinances, and regulations.
  
- D. The COMPANY shall not allow the ad valorem taxes or business personal property owed to CITY or the Travis Consolidated Independent School District (hereinafter, the "District") on any real property or business personal property owned by COMPANY and

located within the City of Manor or the District to become delinquent beyond the last day they can be paid without assessment of penalty. Notwithstanding the foregoing the COMPANY may contest and appeal any and all taxes/ad valorem taxes associated with the Property and owed to the District or any other applicable governmental entity, and during such appeal/contest the COMPANY shall not be required to pay taxes/ad valorem taxes associated with the Property to the District or any other applicable governmental entity until such time as the contest/appeal is finally and fully resolved, and in such event the City shall not be required to pay the Chapter 380 Grant until the contest/appeal is finally and fully resolved.

- E. The COMPANY covenants and certifies that the COMPANY does not and will not knowingly and directly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if the COMPANY is convicted of a violation under 8 U.S.D. Section 132(a)(f), the COMPANY shall repay to the CITY the full amount of Chapter 380 Grants made under Article V of this Agreement. Repayment shall be paid within 120 days after the date following an un appealable conviction of the COMPANY, provided, however, the COMPANY shall not be liable for a violation by a subsidiary, affiliate, or franchisee of the COMPANY or by a person with whom the COMPANY contracts including, but not limited to, all tenants and subcontractors.

## V.

### Economic Development Grants

#### A. Chapter 380 Grants.

1. Subject to the terms and of this Agreement, and COMPANY's full and timely performance of, and compliance with, each of the applicable Grant Criteria set forth in Article IV, the CITY agrees to pay to COMPANY the following Chapter 380 Grant commencing in Year 1 and continuing for each subsequent year up to 9 additional years, provided that the Chapter 380 Grant will cease when the Maximum Grant Amount has been reached:
  - Year 1:
    - An amount equal to 100% of the Real Property Taxes received by the City on an annual basis.
    - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
  - Year 2:
    - An amount equal to 90% of the Real Property Taxes received by the City on an annual basis.
    - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
  - Year 3:

- An amount equal to 80% of the Real Property Taxes received by the City on an annual basis.
- An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 4:
  - An amount equal to 70% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 5:
  - An amount equal to 60% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 6:
  - An amount equal to 50% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 7:
  - An amount equal to 40% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 8:
  - An amount equal to 30% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 9:
  - An amount equal to 20% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 10:
  - An amount equal to 10% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.

B. **Payment of Annual Chapter 380 Grants**

1. The City shall pay the Real Property Tax Rebate Amount annually and the Sales Tax Rebate quarterly as provided in this Subsection B. To be eligible to receive the Chapter 380 Grant in the years following Year 1, the terms of V.A.1 must be met each year. The COMPANY will not be paid the 380 Grant payment for those tax years in which the Ongoing Grant Criteria are not met.
  2. Each year on or before April 30, the COMPANY shall provide the City the Documentation described in Article VII. The City shall pay the Real Property Tax Rebate Amount annually upon the later to occur of: (i) forty-five (45) days following the date the Documentation is received by the City; or (ii) within forty-five (45) days following the date the Real Property Taxes are received by the City and the COMPANY has notified the City that the taxes have been paid; provided that the applicable Grant Criteria as set forth in Article V have been met.
  3. After receipt for the Documentation for a particular year, the City shall pay the COMPANY the Sales Tax Rebates for the Calendar Year in which the Documentation was provided; provided that the applicable Grant Criteria as set forth in Article V have been met. The Sales Tax received by the City for the twelve (12) calendar quarters of the three Calendar Years beginning with Year 1 will be deposited and paid out to the COMPANY, in arrears. The City shall pay each respective Quarterly Incentive Payment to the COMPANY on or before the thirtieth (30<sup>th</sup>) day of the month that follows the receipt by the City from the State of Texas of the Sales Tax for the previous calendar quarter within each Calendar Year each year in which the applicable Grant Criteria are met.
  4. As a statutory requirement, all payments of Chapter 380 Grants are subject to the CITY's budget and reconciliation procedure.
- C. **Maintenance of Books and Records.** The CITY shall maintain complete books and records showing ad valorem taxes received by the CITY from the Property, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of OWNER during normal business hours upon request made not less than five (5) business days prior to the date of the examination. The CITY shall maintain such books and records throughout the term of this Agreement and store the same for four (4) years thereafter.

## VI. **Reports, Audits and Inspections**

- A. **Annual Certification and Reports.** The COMPANY shall certify in writing to the CITY that the COMPANY is in compliance with the terms of this Agreement, and shall provide



the CITY with reports and records reasonably necessary to demonstrate fulfillment of the performance criteria set forth in Article IV as follows:

1. **Certification.** COMPANY shall complete and certify a 380 Grant Certification in a form substantially similar to that set forth in **Exhibit B**, which shall include the COMPANY Threshold or Ongoing Documentation, as appropriate. Such Documentation and Certification shall be submitted at the time the COMPANY pays its respective Real Property Taxes.
2. **FTE Documentation.** The Certification form shall be accompanied by the following minimum reports and records to establish compliance with the minimum FTE requirements set forth in this Agreement:
  - a. A certified payroll list (or functional equivalent for contractors performing services on-site of development) submitted by January 31 of each year which includes a list of all Full-time Equivalent Employees employed by the Employer at the Property during the prior calendar year. The annual employment report must include the following information and must also include a certification verifying that the information provided is true and accurate:
    - i. Name of Reporting Entity
    - ii. Reporting Period
    - iii. Name of Each Employee.
    - iv. Position Title of Each Employee.
    - v. Average Number of Hours Worked Per Week by Each Employee during the Reporting Period.
    - vi. Actual Taxable Compensation Paid to Each Full-Time Employee during the Reporting Period (amount that will be reported in Box 1 of IRS Form W2 Wage & Tax Statement and/or 1099, as appropriate)
3. **Sales Tax Reports.** The COMPANY shall provide or cause to be provided to the City any required permission to access information filed with the State of Texas related to sales taxes collected and remitted to the State of Texas by the COMPANY on the Property promptly upon request by the City to allow the City to verify the amount of Sales Tax Rebate to be paid to the COMPANY under this Agreement. The City shall not be required to pay the Sales Tax Rebate until the City has received all permissions required to access such information, and the Sales Tax Rebate shall be calculated solely on sales tax receipts that can be verified based on records held by the State of Texas.
4. **Additional Reports.** The, COMPANY shall furnish CITY any additional records and information reasonably requested to support the Grant Criteria and the reports required by this Agreement. The COMPANY shall further furnish the CITY with copies of or access to additional information reasonably required to verify the information set forth in the Threshold or Ongoing Documentation.

- B. **Right to Audit Books and Records.** CITY shall have the right to audit the books and records of the COMPANY used in generating the reports listed in Article VI(A) above. CITY shall notify the COMPANY in advance in writing of their intent to audit in order to allow the COMPANY, as applicable, adequate time to make such books and records available (in no event shall the COMPANY, as applicable, have less than five (5) business in order to make such books and records available).
- C. **Inspection.** At all times throughout the term of this Agreement, CITY shall have reasonable access to the Property upon providing at least 48 hours' written notice to the COMPANY for the purpose of inspecting the Property to ensure that the Facility is designed, constructed and installed in accordance with the terms of this Agreement. Notwithstanding the foregoing, the CITY's inspection of the Property shall not interfere with the operation of the Property.

## VII. **Breach**

- A. **Breach.** A breach of this Agreement may result in termination or modification of this Agreement as provided herein. The following conditions shall constitute a breach of this Agreement:
1. The COMPANY fails to meet the performance criteria as specified in Article IV above for a period of two consecutive grant years.
  2. The COMPANY falsely certifies that the performance criteria in the Threshold Documentation submitted to the CITY under Article VI has been met.
  3. CITY fails to timely make payments to the COMPANY under the terms of this Agreement.
- B. **Notice of Breach.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. 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 pursue a cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous pursuit 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 in writing (such agreement not to be unreasonably withheld). If a default is not cured within the applicable Cure Period,

or any extension of the cure period described herein, then the non-defaulting Party may terminate this Agreement, pursue the remedies set forth in this Agreement, as well as any other remedies available in equity or law.

- C. **Repayment of Chapter 380 Grants.** In the event that the COMPANY commits a breach of this Agreement according to Section VII.A(2), the COMPANY shall pay back to the CITY the Chapter 380 Grant for the tax year for which false certification was submitted within thirty (30) days of written demand by the CITY. There shall be no repayment obligation for any certification later determined to be substantively incorrect if COMPANY relies in good faith on information received from third parties, including tenants and subtenants, as long as COMPANY uses proper and reasonable due diligence and professional methods in collecting such information.
- D. **Tax Lien Not Impaired.** It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the Property. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.
- E. **Limitations on Liability.** The CITY shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the CITY shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code. The parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty or governmental immunity on the part of the CITY.
- F. **Personal Liability of Public Officials; No Debt Created.** No employee of the CITY, nor any councilmember or agent of the CITY, shall be personally responsible for any liability arising under or growing out of this Agreement. The Chapter 380 Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by the CITY. Under no circumstances shall the CITY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

## VIII.

### **Indemnification**

**COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO COMPANY'S ACTIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO COMPANY OR COMPANY'S AFFILIATE'S GROSS NEGLIGENCE,**

**WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF COMPANY OR COMPANY'S AFFILIATE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF COMPANY OR COMPANY'S AFFILIATE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF COMPANY OR COMPANY'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT COMPANY'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

**IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY COMPANY TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. COMPANY FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.**

**IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE COMPANY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.**

**IX.  
Notice**

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

**COMPANY:**

Build Block, Inc.  
204 W. 31<sup>st</sup>. Street  
Austin, TX 78705

**With a copy to:**

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

**CITY:** City of Manor  
Attn: Economic Development Director  
105 E. Eggleston Street  
Manor, TX 78653  
sjones@manortx.gov

**With a copy to:** The Knight Law Firm  
Attn: Veronica Rivera  
223 E. Anderson Ln.  
Austin, TX 78752

**X.**  
**City Council Authorization**

This Agreement was authorized by motion and vote of the City Council recorded in the minutes authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

**XI.**  
**Severability**

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**XII.**  
**Estoppel Certificate**

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which

if requested will be addressed to a subsequent purchaser or assignee of COMPANY, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the party(ies) to receive the certificates.

**XIII.**  
**Standing**

COMPANY, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and COMPANY shall be entitled to intervene in said litigation.

**XIV.**  
**Applicable Law**

This Agreement shall be construed under the laws of the State of Texas without regarding to its conflict of laws provisions. Venue for any action under this Agreement shall be the State's District Court of Travis County, Texas. This Agreement is performable in Travis County, Texas.

**XV.**  
**Force Majeure**

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, pandemic, material or labor shortage, strike, civil unrest, governmental action, or any other reason beyond the reasonable control of the respective party, or other casualty or event of a similar nature.

**XVI.**  
**No Other Agreement**

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

**XVII.**  
**Headings**

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XVIII.****Successors and Assigns; Independent Contractor Status**

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

COMPANY shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements. This Agreement does not create a partnership nor employment relationship with the City.

**XIX.****Counterparts**

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

**XX.****No Third-Party Beneficiaries**

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or the COMPANY; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or the COMPANY.

**XXI.****Remedies**

Except as provided in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

**XXII.**  
**Term and Termination**

A. **Term.**

Unless terminated earlier as provided herein, this Agreement shall terminate upon the earliest occurrence of any one or more of the following: (1) the written agreement of the Parties; or (2) The Agreement's Expiration Date. The Expiration Date shall be the date that the Maximum Grant Amount is paid to COMPANY; provided that the following shall survive termination of this Agreement for any reason: ; Article III; Article V; Article VI.B; Article VII; Article VIII; Article XIII, Article XIV, Article XV, Article XVI, Article XVIII, Article XX, and Article XXI.

B. **Termination.**

C. During the term of this Agreement, should the COMPANY commit a breach of this Agreement according to the Sections VII.A(1) or (2), the CITY may terminate this Agreement, subject to Section VII.B. In addition, the CITY may terminate the Agreement in the event that the COMPANY fails to obtain a Certificate of Occupancy for the Project by December 31, 2028 by giving thirty (30) days' written notice to the COMPANY.

**XXVII.**  
**Statutory Verifications**

- D. In accordance with Chapter 2270, Texas Government Code, the CITY may not enter into a contract with a COMPANY for goods and services unless the contract contains a written verification from the COMPANY that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the COMPANY verifies that the COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement.
- E. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the COMPANY represents that the COMPANY and all wholly owned subsidiary, majority-owned subsidiary, parent COMPANY and affiliates of COMPANY do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, the COMPANY represents that the COMPANY and all wholly owned subsidiary, majority-owned subsidiary, parent COMPANY and affiliates of COMPANY do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase "Discriminates Against a Firearm Entity or Firearm Trade Association" as used in this paragraph have the meanings assigned to the phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" in Section 2274.001(3) of the Texas Government Code, as amended.



- F. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the COMPANY represents that neither the COMPANY nor any wholly owned subsidiary, majority-owned subsidiary, parent COMPANY or affiliate of COMPANY (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase “Boycott Energy Companies” as used in this paragraph have the meanings assigned to the phrase “Boycott Energy COMPANY” in Section 809.001 of the Texas Government Code, as amended.
- G. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, COMPANY represents that COMPANY nor any wholly owned subsidiary, majority-owned subsidiary, parent COMPANY or affiliate of COMPANY is a COMPANY listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. Further, COMPANY represents that COMPANY nor any wholly owned subsidiary, majority-owned subsidiary, parent COMPANY or affiliate of COMPANY is a COMPANY listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- H. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

## XXVIII.

### Interpretation

The parties to this Agreement have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and neither more for or against any party.

## XXIX.

### Effective Date

This Agreement shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written above.

BUILD BLOCK, INC.

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

WITNESS:

\_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (*description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of \_\_\_\_\_, a Delaware corporation such entity duly authorized to do business in the State of Texas, and as the \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\_\_\_\_\_  
MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY'S PRINTED NAME

**CITY OF MANOR, TEXAS**

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

\_\_\_\_\_  
CITY MANAGER

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

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
CITY SECRETARY

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
CITY ATTORNEY

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

**THE STATE OF TEXAS**

§  
§  
§

**CITY OF MANOR, TEXAS**

**COUNTY OF TRAVIS**

**Acknowledgment**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF MANOR, TEXAS**, a municipal corporation of Travis and Travis Counties, Texas, and as the \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR

THE STATE OF TEXAS

\_\_\_\_\_  
MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY'S PRINTED NAME

**EXHIBIT A**  
**The Property**

**EXHIBIT B**

**CITY OF MANOR  
CHAPTER 380 AGREEMENT (THE "AGREEMENT") GRANT REPORT FORM**

**Chapter 380 Grant Certification**

**PROJECT STATUS – THRESHOLD GRANT CRITERIA (provide in Year 1 only)**

Certificate of Occupancy for the Project issued \_\_\_\_\_.

Business Operations commenced on \_\_\_\_\_.

Provide documentation of expenditure of at least \$3.5 million in Real Property Improvements on the Property

Documentation acceptable to the City establishing the number of FTE's employed at the Facility by the COMPANY.

**Please provide each of the following documents as an attachment to this Certification:**

- Proof of payment of the ad valorem and business personal property taxes.
- Documentation acceptable to the City establishing the number of FTE's employed at the Facility by the COMPANY.

**CERTIFICATION**

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Chapter 380 Grant Certification are true and accurate and in compliance with the terms of the Chapter 380 Agreement with the City of Manor. I further certify that to the best of my knowledge and belief, I am have met the requirements of the Threshold Grant Criteria, as that terms is defined in the Agreement applicable to the mixed use building project.

\_\_\_\_\_  
Printed Name and Title of Certifying Officer

\_\_\_\_\_  
Signature of Certifying Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

NOTE: This Chapter 380 Grant Certification shall be filed with the City prior to the payment of the Chapter 380 Grant.

AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Michael Burrell, Interim Development Services Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Development Agreement Establishing Development Standards for the Boyce PJT Development (107 Boyce Street).

**BACKGROUND/SUMMARY:**

This development agreement is for one tract of land located at 107 Boyce Street owned by Jiwon Jung for a mixed-use development which is part of a larger development known as the Boyce PJT Development consisting of three additional tracts of land and two property owners, Jiwon Jung and Build Block, Inc. The tracts that make up the Boyce PJT Development have their own separate development agreement due to ownership and as requested by property owner, Jiwon Jung to allow for an assignment of development rights if the property is sold. Both owners consent to have one development covered by three separate development agreements.

The development agreement contemplates entering into a 380 agreement and includes provisions for concurrent subdivision review, building standards, sidewalk connectivity, assignment approval if owner sells the property to BB Boyce, LLC; and modified parking requirements, cut/fill, and landscaping and irrigation placement.

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

- Development Agreement

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve the Development Agreement Establishing Development Standards for the Boyce PJT Development (107 Boyce Street).

**DEVELOPMENT AGREEMENT  
ESTABLISHING DEVELOPMENT STANDARDS  
FOR THE BOYCE PJT DEVELOPMENT  
(107 Boyce Street)**

THIS DEVELOPMENT AGREEMENT ESTABLISHING DEVELOPMENT STANDARDS FOR THE BOYCE PJT DEVELOPMENT (107 Boyce Street) (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between JIWON JUNG, an individual (including its successors and assigns, the “Owner”), and the **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “City”). Jiwon Jung and Build Block, Inc., a Delaware corporation (collectively, the “Tract Owners”) hereby consent to this Agreement for the limited purposes described herein. The City and Owner are herein sometimes referred to as a “Party” and collectively as the “Parties.”

**RECITALS:**

A. Owner owns a tract of land located in Travis County, Texas, being more particularly described as Tract 3 in Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property”). Owner plans to develop and improve, in one or more phases, the Property as a mixed-use development which is part of a larger development consisting of three additional tracts described in Exhibit “A-1” (collectively, the “Boyce PJT Development”) owned by Owner and the Tract Owners as conceptually shown in Exhibit “B” (the “Project”).

B. Owner, the City and Tract Owners agree that the Boyce PJT Development will be developed as one Project under three separate development agreements and the Tract Owners by executing this Agreement consent to the Boyce PJT Development being developed as one Project.

C. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Code of Ordinances.

D. The Parties desire to establish certain standards, restrictions, and commitments to be imposed and made in connection with the development of the Property for a period of years as provided in this Agreement.

**AGREEMENT:**

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

ARTICLE I  
INCORPORATION OF RECITALS; TERM

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

1.2 Term.



(a) The term of this Agreement shall commence on the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate on the later of (i) five (5) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Project.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect as of the Effective Date until the termination date, provided that the City may terminate this Agreement in accordance with Section 7.2.

## ARTICLE II BENEFITS; SEQUENCE OF EVENTS

2.2. General Benefits. Owner 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. Owner 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; and (c) the reimbursements granted in the Ch. 380 Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of expanding its property and sales tax base.

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

- (a) Approval of this Agreement;
- (b) Approval of the Chapter 380 Agreement; and
- (c) Submittal and concurrent review of concept plan, preliminary plat, final plat and subdivision construction plans for the Property.

## ARTICLE III OBLIGATIONS AND CONDITIONS

3.1. City's Obligations. The City will reasonably cooperate with Owner and use its best efforts, in good faith, to:

- (a) Complete City staff review and schedule for approval the concept plan, preliminary plats, final plats, and construction plans for the Project, subject to the Owner timely submitting applications and responding to comments, as further described and agreed to in Section 4.6; and
- (b) Enter into the Chapter 380 Agreement to assist in the reimbursement of various costs to be incurred by Owner in its development of the Project.

3.2. Owner's Obligations. The Owner shall:

- (a) Use its best efforts, in good faith, to submit the concept plan, preliminary plats, final plats, and construction plan applications, as may be required, to the City and respond to City comments;
- (b) Enter into the Chapter 380 Agreement and provide the City with information needed to evaluate the proposed Chapter 380 incentives;
- (c) Develop the Property and construct all infrastructure required for the proposed uses in compliance with the Applicable Rules according to Exhibit "C";
- (d) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Owner, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time; and
- (e) Pay to the City the reasonable costs and expenses incurred by the City for legal and engineering services in connection with the negotiation and implementation of this Agreement and the Chapter 380 Agreement.

ARTICLE IV  
DEVELOPMENT OF THE PROPERTY

4.1. Applicable Rules.

- (a) The Property shall be developed in compliance with the Applicable Rules and this Agreement, as it may be amended from time to time, and good engineering practices.
- (b) If there is any conflict between the Project Approvals (as defined herein) and the City Development Rules (as defined herein), the Project Approvals shall prevail. If there is a conflict between this Agreement and the City Rules, this Agreement shall prevail, except that this Agreement does not supersede any City Charter provisions.
- (c) For the purpose of establishing development standards for the Property, the following definitions, shall apply:
  - (i) "Applicable Rules" means the City Rules 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.
  - (ii) "City Rules" means the City's Charter, ordinances, rules, and regulations (including the City Development Rules).
  - (iii) "City Development Rules" means ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction that apply to the Property, and that are in effect on the Effective Date, as modified by the Code Modifications attached hereto as Exhibit "C", with amendments to such regulations

applicable to the Property under Chapter 245, Texas Local Government Code and as provided herein.

(iv) “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 Property, including the plat approval, site development plans, and building permits.

4.2. Phased Development. The Project may be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently. Owner agrees that utilities including water, wastewater, and drainage will be constructed in the first phase for the Project.

4.3. Zoning. Zoning of the Property, if any, 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 (or such applicable portion thereof) to be developed in accordance with terms and conditions of this Agreement.

4.4. Masonry and Design Requirements. “Architectural Standards,” Chapter 14, Article 14.02, Division 6, Code of Ordinances, including masonry requirements, shall apply to the structures located on the Property, as may be modified by this Agreement.

4.5. Land Use/Regulations. All development within the Property shall generally comply with: (a) the City Code, unless otherwise stipulated or modified herein or listed on Exhibit “C” attached hereto; and (b) the terms and conditions of this Agreement, including any Exhibits attached hereto.

4.6. Timing of Platting. The Owner agrees to waive the submission requirements of the City’s ordinances and subdivision regulations, and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Owner and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City’s ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City’s ordinances and subdivision regulations.

4.7. Outdoor Lighting. Article 15.05, Code of Ordinances shall apply to the Property, as may be modified by this Agreement.

4.8. Sidewalk Connectivity. The Owner agrees to provide curb cuts to allow for sidewalk connectivity through the alleys adjacent to the Property.

ARTICLE V  
[INTENTIONALLY DELETED]

ARTICLE VI  
AUTHORITY; COVENANTS; PROPERTY RIGHTS

6.1. Powers.

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

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

ARTICLE VII  
GENERAL PROVISIONS

7.1. Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.2. Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the thirty (30) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than ninety (90) days. In the event of default,

the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the standards in Article IV. The City may terminate this Agreement if the Owner fails to cure a default within the period required by this Section.

7.3. Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

7.4. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed by registered or certified mail, return receipt requested, or personally delivered to an officer of the receiving party at the following addresses:

If to the City:

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

with a copy to:

The Knight Law Firm, LLP  
Attn: Paige H. Saenz/Veronica Rivera  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

If to the Owner:

Jiwon Jung  
204 W 31st Street  
Austin, Texas 78075

with a copy to:

Jiwon Jung  
527 Molino Street, Unit 101  
Los Angeles, CA 90013

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, an authorized officer of the City or the Owner, as the case may be.

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

7.6. Reservation of Rights. To the extent not inconsistent with this Agreement, each

party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

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

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

7.9. Force Majeure.

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

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

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

7.10. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable, and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action against the City Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement.

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

7.12. 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.

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

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

7.15. Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

7.16. Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall be limited as provided in Section 1.2(a) and shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except the design and land use regulations contained in Article IV and as otherwise expressly set forth in this Agreement.

7.17. Assignment.

(a) This Agreement and the rights and obligations of Owner hereunder may be assigned

by Owner to an affiliate of Owner without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder. If either Owner assigns this Agreement and its obligations and rights under this Agreement to an affiliate or related entity, the Owner will be released on the date of the assignment from any further obligations under this Agreement provided the City is given notice of the assignment within thirty (30) days after the assignment is made by Owner.

(b) The assignment of this Agreement or of Owner's interests, rights or duties in this Agreement to any one (1) or more purchasers of all or part of the Property that is not an affiliate or related entity of Owner must first be approved and consented to by the City Council of the City (the "City Council"), which consent shall not be unreasonably withheld or delayed provided such party agrees in writing to assume all of Owner's duties, obligations, and liabilities so assigned hereunder. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

(c) Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

(d) Notwithstanding subparagraphs (a) and (b) above, the City Council hereby agrees and approves Owner assigning this Agreement to BB Boyce, LLC, a Texas limited liability company with respect to all of the Property, so long as the Owner assigns this Agreement in writing and provides the City Manager thirty (30) day's prior written notice of any such assignment. Upon receipt of the executed assignment between Owner and BB Boyce, LLC by the City Manager, the Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement.

(e) Throughout the term provided in Section 1.2(a), the mere conveyance or sale of a lot or any portion of the Property without a written assignment of the rights of the Owner shall not constitute an assignment or transfer of the rights or obligations of Owner hereunder that would necessitate obtaining the consent of the City Council, as provided above.

7.18. Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.19. Applicable Law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of



Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Travis County, Texas or the United States District Court for the Western District of Texas.

7.20. Entire Agreement. This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.21. No Waiver of City Standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Owner with respect to City Rules.

7.22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.23. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

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

7.25. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, the Owner represent that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

7.26. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

7.27. Anti-Boycott Verification – Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt

obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

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

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

Exhibit A – Property Description  
 Exhibit B – Development Plan  
 Exhibit C – Code Modifications  
 Exhibit D – Form of License Agreement

*[Signature pages follow]*

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

**CITY:**

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

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**Attest:**

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

**THE STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER:**

\_\_\_\_\_  
**JIWON JUNG**

**THE STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Jiwon Jung, an individual.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**CONSENTING PARTY**

Jiwon Jung, owner of Tract 1, hereby consents to this Agreement solely for the purpose of agreeing to the applicable terms and obligations outlined in this Agreement.

**TRACT OWNER:**

\_\_\_\_\_  
**JIWON JUNG**

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Jiwon Jung, an individual.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**CONSENTING PARTY**

Build Block, Inc., owner of Tracts 2 and 4, hereby consents to this Agreement solely for the purpose of agreeing to the applicable terms and obligations outlined in this Agreement.

**TRACT OWNER:**

Build Block, Inc.,  
a Delaware corporation

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

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

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

**THE STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of Build Block, Inc., a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

EXHIBIT "A"

PROPERTY DESCRIPTION

Tract 3: Lots 1, 2 & 3, Block 43, Town of Manor, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.

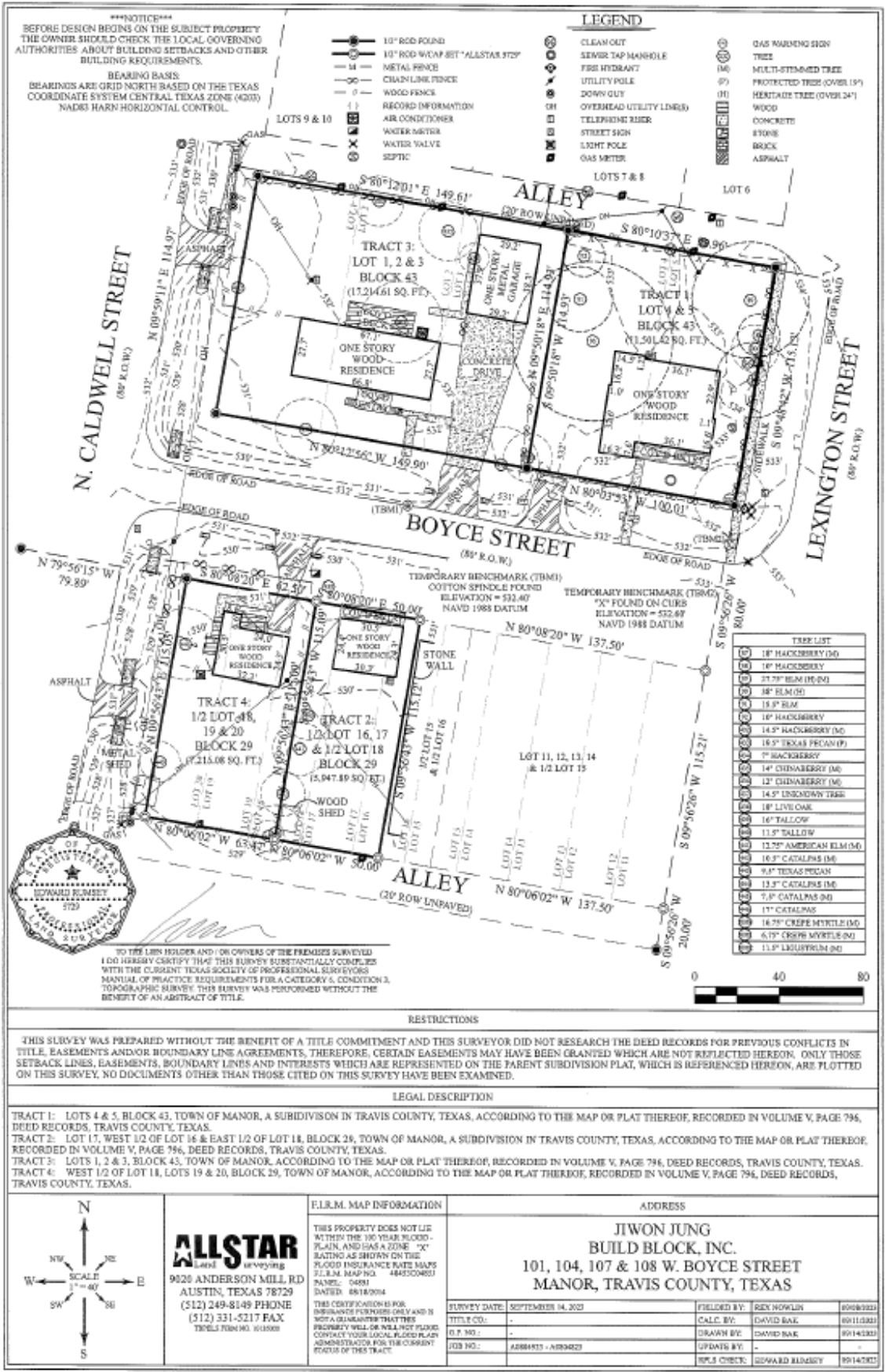


Exhibit "A" - Page 2



EXHIBIT "A-1"

- Tract 1: Lots 4 & 5, Block 43, Town of Manor, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.
- Tract 2: Lot 17, West ½ of Lot 16 & East ½ of Lot 18, Block 29, Town of Manor, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.
- Tract 4: West ½ of Lot 18, Lots 19 & 20, Block 29, Town of Manor, according to the map or plat thereof, recorded in Volume V, Page 796, of the Deed Records, Travis County, Texas.

### EXHIBIT "B" DEVELOPMENT PLAN

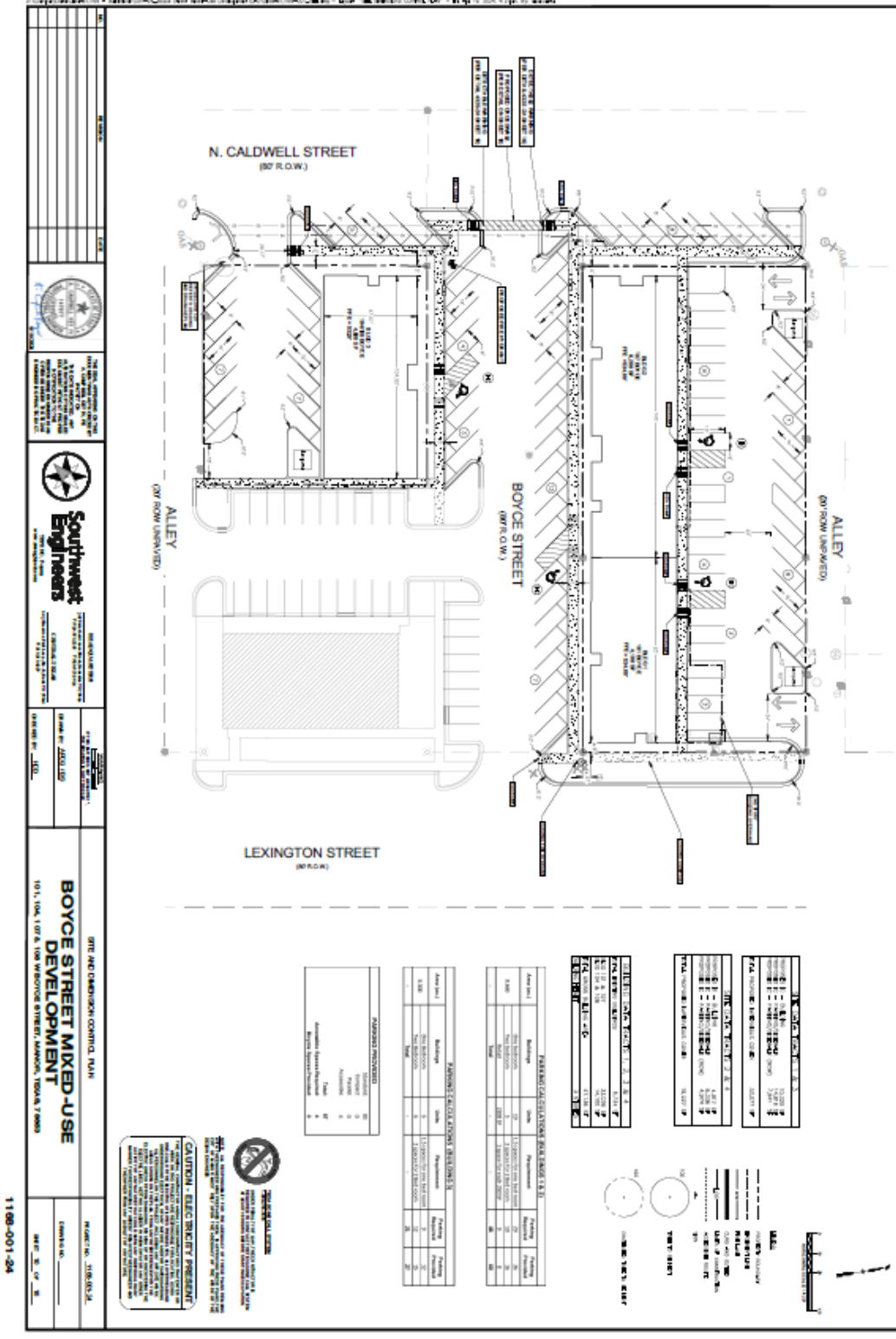


EXHIBIT "C"CODE MODIFICATIONS

- Cut/Fill: there shall be no restriction to the amount of cut/fill required to develop the Property
- Parking ratio: shall be one space for each 350 square feet of retail use; and one space for each 250 square feet GFA of restaurant use
- Shared Parking: shall be permitted between 101 and 107 W. Boyce tracts in accordance with the site development plan submitted
- Landscaping and Irrigation Placement: the City shall allow the Owner to place the trees, shrubs, and irrigation required to be located on the Property to be planted in the City right-of-way through a license agreement similar to the form attached hereto as Exhibit "D" provided that the Owner maintains and replaces the trees planted in the City's right-of-way

Exhibit “D”  
Form of License Agreement

**CITY OF MANOR  
LICENSE AGREEMENT**

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

**RECITALS:**

**WHEREAS**, The Manor Town Subdivision contains publicly-owned right-of-way land; and

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

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

**I. RECITALS**

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

**II. PURPOSE OF LICENSE AGREEMENT**

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

Construction, improvement, installation and maintenance of \_\_\_\_\_ located at the Manor Town Subdivision, as more particularly shown and described in Exhibit “A” attached hereto (the “Improvements”).

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

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

2.03. Licensee agrees that: (a) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) that all construction and

installation of the Improvements will be completed in a timely manner without delay; (c) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

### **III. FEE**

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

### **IV. CITY'S RIGHTS TO LICENSED PROPERTY**

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

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

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

### **V. INSURANCE**

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within sixty (60) days of the Effective Date of this Agreement.

5.02. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All

insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, nonrenewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within thirty (30) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

## VI. INDEMNIFICATION

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

## VII. CONDITIONS

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

7.02. Maintenance. Licensee shall maintain the Licensed Property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

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

7.04. **Default.** In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have sixty (60) 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 sixty (60) day period, the City may terminate this license.

City:

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

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

Licensee:  
Jiwon Jung  
204 W 31st Street  
Austin, Texas 78705

with a copy to:  
Jiwon Jung  
527 Molino Street, Unit 101  
Los Angeles, CA 90013

7.05. **Remedies.** The Licensee agrees that in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

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

## **VIII. COMMENCEMENT AND TERMINATION**

8.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise



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

## **XI. TERMINATION**

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

- a. The licensed Improvements, or a portion of them, interfere with the City's right-of-way;
- b. Use of the right-of-way area becomes necessary for a public purpose;
- c. The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;
- d. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- e. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

## **X. EMINENT DOMAIN**

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

## **XI. INTERPRETATION**

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

## **XII. APPLICATION OF LAW**

12.01. This Agreement shall be governed by the laws of the State of Texas. If the final judgment

of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

**XIII. VENUE**

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

**XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT**

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

**XV. ASSIGNMENT**

15.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

**XVI. POWER AND AUTHORITY**

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

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

*[signature pages follow]*

ACCEPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY:  
CITY OF MANOR

\_\_\_\_\_  
Scott Moore, City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

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

\_\_\_\_\_  
Notary Public, State of Texas

LICENSEE:

\_\_\_\_\_

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

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

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

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

**Exhibit "A"**  
**Licensed Property and Improvements**  
**[attachments follow this page]**

# **Boyce Street Project**

101, 107, 104, 108 W Boyce St,  
Manor, TX 78653











**OWNER:** JIWON JUNG  
101 W. BOYCE STREET  
MANOR, TEXAS 78653

**ACREAGE:** 41,662.98 SQ. FT. - 0.96 ACRES  
**NUMBER OF BLOCKS:** 2  
**NUMBER OF LOTS:** 3

**SUBMITTAL DATE:** 02/22/2024  
**DATE OF REVISION:** -

**SURVEYOR:** ALL STAR LAND SURVEYING - FIRM: 10135000  
9020 ANDERSON MILL ROAD, AUSTIN, TEXAS 78729  
(512) 249-8149 REF# A0204024

**ENGINEER:** SOUTHWEST ENGINEERS, INC.  
FIRM # F-1909  
2631 GATTIS SCHOOL RD., BLDG. 2, STE. 270  
ROUND ROCK, TEXAS 78664

**PROJECT DATUM:** NORTH AMERICAN DATUM 1983 (NAD 83)  
PROJECTION: TEXAS STATE PLANE -  
CENTRAL ZONE (4203)  
UNITS: US SURVEY FEET

# AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29 TOWN OF MANOR

- LEGEND**
- 1/2" ROD FOUND
  - 1/2" ROD W/CAP SET "ALLSTAR 5729"
  - COTTON GIN SPINDLE FOUND
  - "X" SCRIBE FOUND IN CONC.
  - RECORD INFORMATION
  - PROPOSED SIDEWALK
  - BUILDING SETBACK LINES
  - PUBLIC UTILITY ESMT
  - SIDEWALK ESMT

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIWON JUNG, BEING THE OWNER OF 0.96 ACRE OF LAND, MORE OR LESS, OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, BEING CONVEYED TO ME IN WARRANTY DEED RECORDED IN DOCUMENT NO(S). 2021131120, 2021121545, 2021184718 & 2023050595, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY PLAT SAID 1 ACRES, PURSUANT TO CHAPTER 212 & 232 OF THE TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

"AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29, TOWN OF MANOR"

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

JIWON JUNG  
101 W BOYCE STREET  
MANOR, TEXAS 78653

STATE OF TEXAS  
COUNTY OF TRAVIS

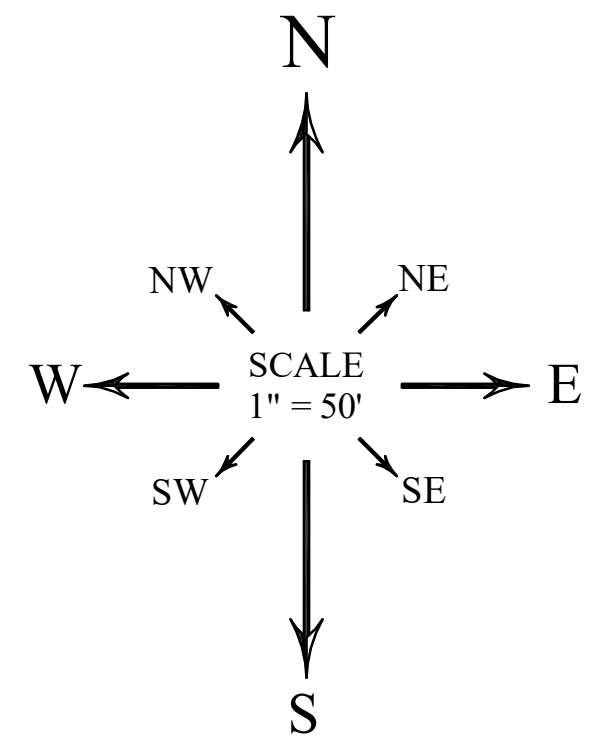
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JIWON JUNG, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME MY COMMISSION EXPIRES

- NOTES:
- 1) WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY THE CITY OF MANOR.
  - 2) ALL PRIVATE STREET RIGHTS-OF-WAY ARE ALSO DRAINAGE EASEMENTS AND PUBLIC UTILITY EASEMENTS. A VARIANCE HAS BEEN REQUESTED FOR DRAINAGE.
  - 3) PUBLIC SIDEWALKS SHALL BE CONSTRUCTED WITHIN THE FOLLOWING RIGHTS-OF-WAY: BOYCE STREET, N. CALDWELL STREET & LEXINGTON STREET
  - 4) A FRONT AND STREETSIDE YARD SETBACK TO BE FIVE (5') FOOT, AND REAR, AND EXTERIOR SIDE SETBACK AND REAR SETBACK FOLLOWS THE STANDARDS. A VARIANCE HAS BEEN REQUESTED FOR SETBACKS.
  - 5) LOTS 5A, 1A AND 20A ARE EXEMPT FROM DETENTION REQUIREMENTS.
  - 6) BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE CITY OF MANOR REGULATIONS AT THE TIME OF THE BUILDING PERMIT APPLICATION. A VARIANCE HAS BEEN REQUESTED FOR SETBACKS.
  - 7) ZONING FOR THIS SUBDIVISION IS (DB) DISTRICT.
  - 8) THE PROPOSED USE OF THIS SUBDIVISION IS DOWNTOWN BUSINESS.
  - 9) PERFORMANCE AND MAINTENANCE GUARANTEES AS REQUIRED BY THE CITY.
  - 10) THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
  - 11) PROPERTY OWNERS OF THE LOTS ON WHICH THE (INSERT EASEMENT TYPE) EASEMENTS ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
  - 12) A 5' PUBLIC UTILITY AND SIDEWALK EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
  - 13) PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
  - 14) DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
  - 15) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
  - 16) NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH THREE EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
  - 17) ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
  - 18) EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CONTROL MANUAL.
  - 19) ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
  - 20) PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
  - 21) ANY STRUCTURE CONSTRUCTED WITHIN THE 10' BUILDING SETBACK LINE ALONG THE EAST SIDE OF LOT 20A, BLOCK 29, HAS TO MEET THE ADOPTED FIRE AND BUILDING CODES IN ORDER TO ENCROACH.



GRAPHIC SCALE

BEARING BASIS:  
BEARINGS ARE GRID NORTH BASED ON THE TEXAS COORDINATE SYSTEM  
CENTRAL TEXAS ZONE (4203) NAD83 HARN HORIZONTAL CONTROL.

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE THE 3RD DAY OF JUNE, 2024.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 20\_\_ A.D.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
FELIZ PAIZ, CHAIRPERSON LULVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 20\_\_ A.D.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
DR. CHRISTOPHER HARVEY, MAYOR OF THE CITY OF MANOR, TEXAS LULVIA T. ALMARAZ, CITY SECRETARY

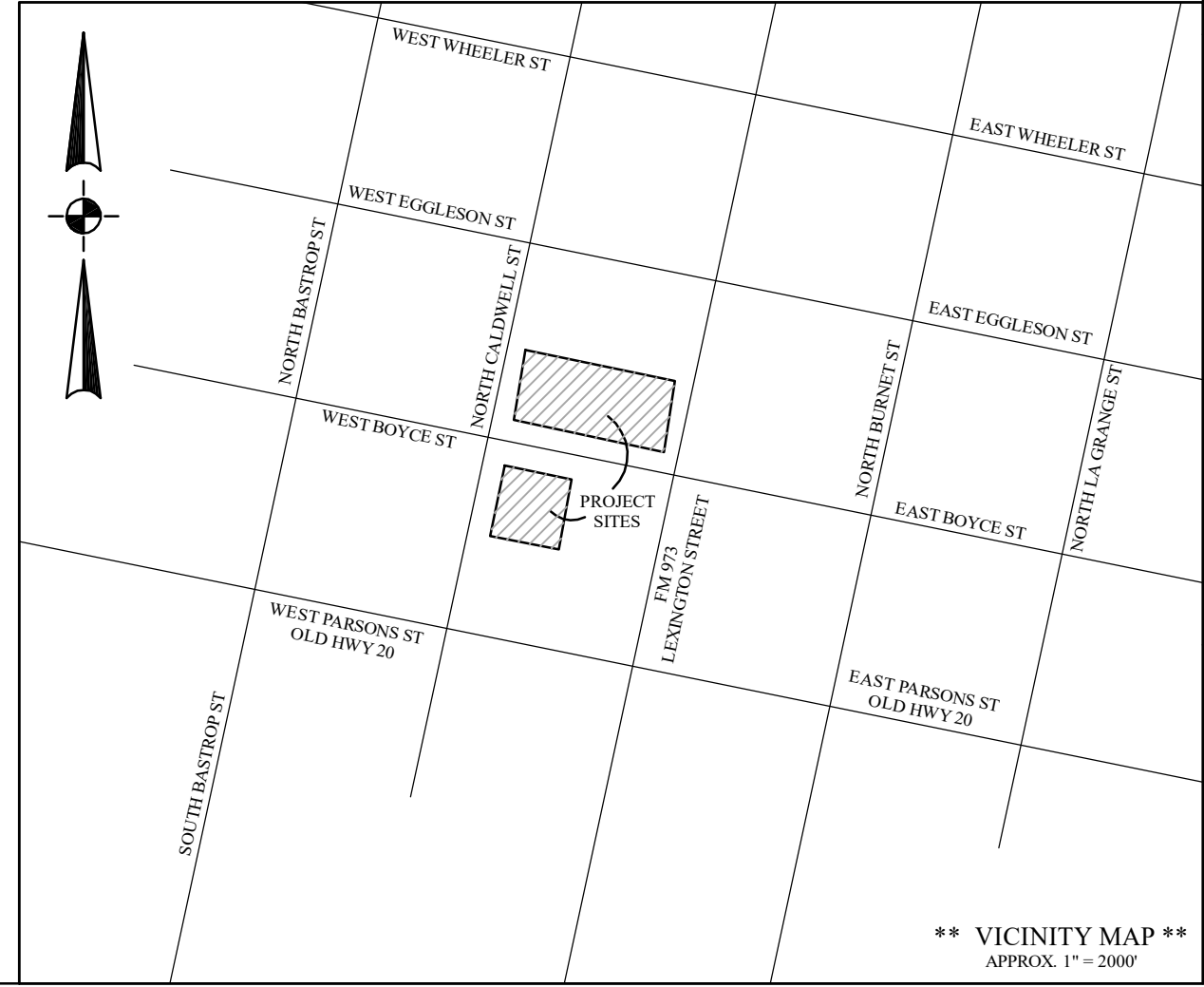
STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

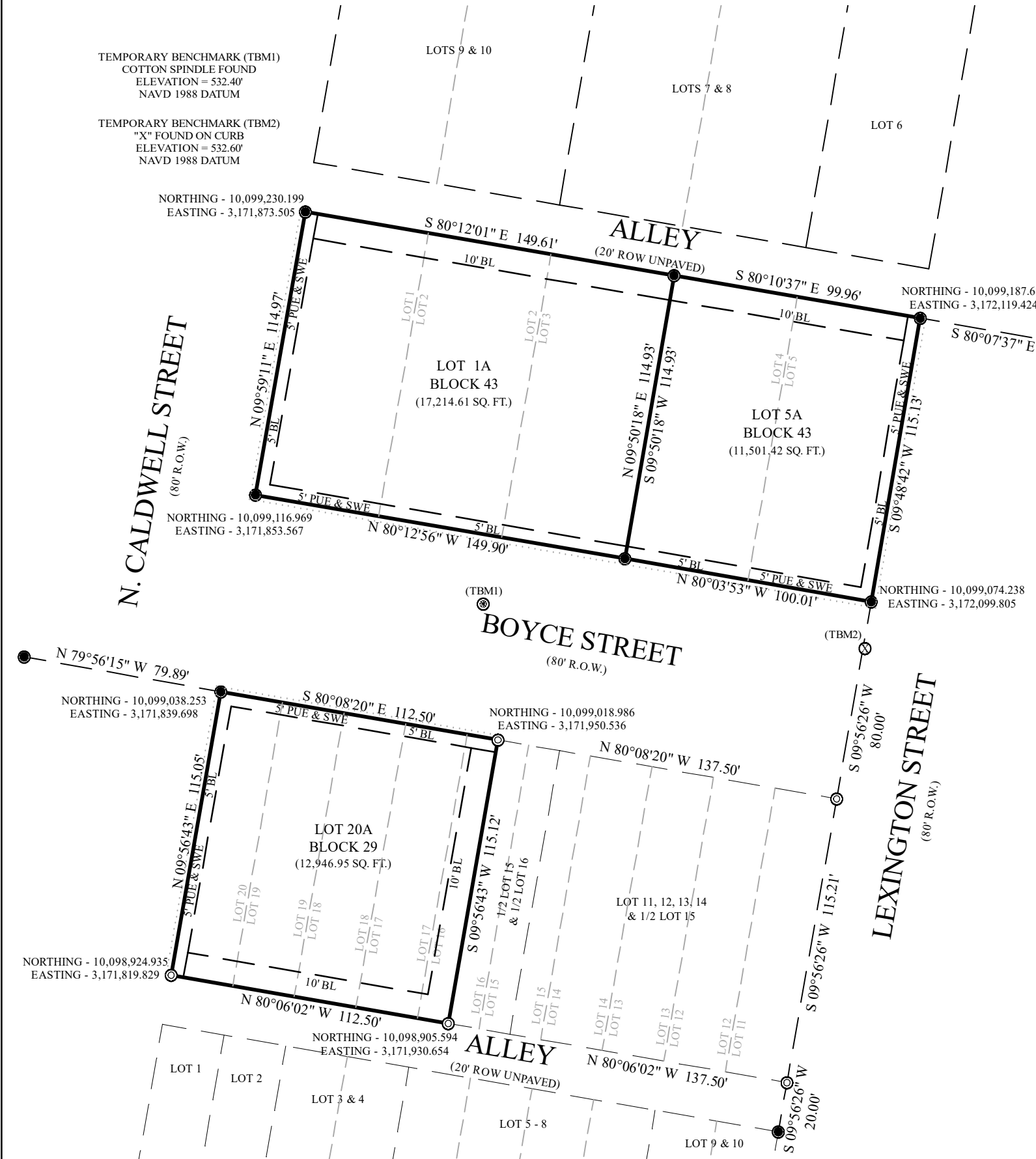
I, DYANA LIMON-MERCADO, COUNTY CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, UNDER DOCUMENT NUMBER \_\_\_\_\_ FILED FOR RECORD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

DYANA LIMON-MERCADO  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

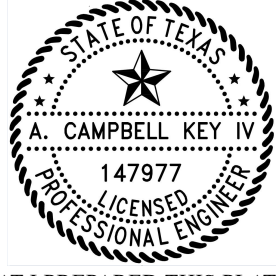


\*\* VICINITY MAP \*\*  
APPROX. 1" = 2000'



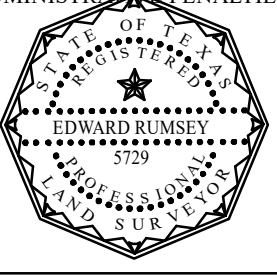
I, CAMPBELL KEY, I.V., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE CITY OF MANOR LAND DEVELOPMENT CODE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

CAMPBELL KEY, I.V., P.E.  
LICENSE NO. 147977  
SOUTHWEST ENGINEERS FIRM # F-1909  
2631 GATTIS SCHOOL RD., BLDG. 2, STE. 270  
ROUND ROCK, TEXAS 78664



I, EDWARD C. RUMSEY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT ALL CORNERS MONUMENTS SHOWN THEREON, WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE TRAVIS COUNTY, TEXAS CODES AND ORDINANCES, INCLUDING SECTION 131.25(e), AND CHAPTER 482 OF THE TRAVIS COUNTY, CODE, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN OR DESCRIBED HEREON. I HEREBY ACKNOWLEDGE THAT ANY MISREPRESENTATION REGARDING THIS CERTIFICATION CONSTITUTES A VIOLATION OF THE ACT AND MY RESULT IN CRIMINAL, CIVIL, AND/OR ADMINISTRATIVE PENALTIES AGAINST ME AS AUTHORIZED BY THE ACT.

EDWARD C. RUMSEY R.P.L.S. # 5729  
REF# A0204024

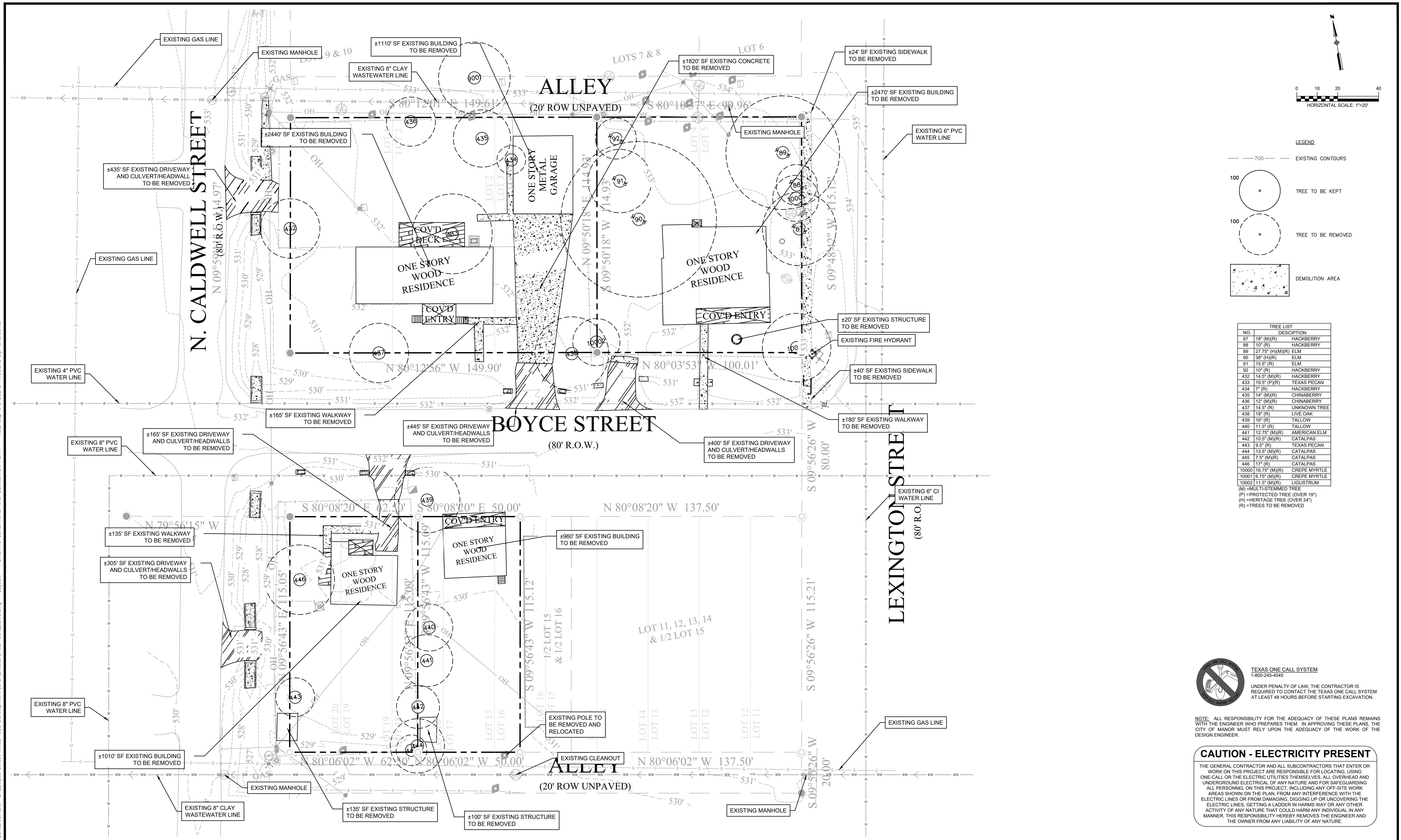


**ALLSTAR** Land Surveying  
9020 ANDERSON MILL RD  
AUSTIN, TEXAS 78729  
(512) 249-8149 PHON  
(512) 331-5217 FAX  
TBBELS FIRM NO. 10135000

SCALE:	1" = 50'
BEGIN DATE:	02/22/2024
DRAWN BY:	DAVID BAK
JOB NO.:	A0204024
REVISED DATE:	-

**AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29 TOWN OF MANOR**  
BEING ALL OF THAT CERTAIN 0.96 ACRE TRACT IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, TRAVIS COUNTY, TEXAS BEING THE SAME LOTS 1-5 BLOCK 43, 1/2 OF LOT 16, LOT 17-20, BLOCK 29, TOWN OF MANOR, CONVEYED TO JIWON JUNG, RECORDED IN DOCUMENT NO(S). 2021131120, 2021121545, 2021184718 & 2023050595, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS.

**F.I.R.M. MAP INFORMATION**  
THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AND HAS A ZONE "X" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS  
F.I.R.M. MAP NO.: 484530485J  
PANEL: 0485J  
DATED: 08/18/2014  
THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.



**LEGEND**

- 700 --- EXISTING CONTOURS
- TREE TO BE KEPT
- TREE TO BE REMOVED
- DEMOLITION AREA

**TREE LIST**

NO.	DESCRIPTION
87	18" (M/R) HACKBERRY
88	10" (R) HACKBERRY
89	27.75" (H)(M)(R) ELM
90	38" (H)(R) ELM
91	15.5" (R) ELM
92	10" (R) HACKBERRY
432	14.5" (M)(R) HACKBERRY
433	19.5" (P)(R) TEXAS PECAN
434	7" (R) HACKBERRY
435	14" (M)(R) CHINABERRY
436	12" (M)(R) CHINABERRY
437	14.5" (R) UNKNOWN TREE
438	18" (R) LIVE OAK
439	16" (R) TALLOW
440	11.5" (R) TALLOW
441	12.75" (M)(R) AMERICAN ELM
442	10.5" (M)(R) CATALPAS
443	9.5" (R) TEXAS PECAN
444	13.5" (M)(R) CATALPAS
445	7.5" (M)(R) CATALPAS
446	17" (R) CATALPAS
10000	16.75" (M)(R) CREPE MYRTLE
10001	6.75" (M)(R) CREPE MYRTLE
10002	11.5" (M)(R) LIGUSTRUM

(M) = MULTI-STEMMED TREE  
(P) = PROTECTED TREE (OVER 19")  
(H) = HERITAGE TREE (OVER 24")  
(R) = TREES TO BE REMOVED

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

**NOTE:** ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

**CAUTION - ELECTRICITY PRESENT**

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS THAT ENTER OR WORK ON THIS PROJECT ARE RESPONSIBLE FOR LOCATING, USING ONE-CALL OR THE ELECTRIC UTILITIES THEMSELVES, ALL OVERHEAD AND UNDERGROUND ELECTRICAL OF ANY NATURE AND FOR SAFEGUARDING ALL PERSONNEL ON THIS PROJECT, INCLUDING ANY OFF-SITE WORK AREAS SHOWN ON THE PLAN, FROM ANY INTERFERENCE WITH THE ELECTRIC LINES OR FROM DAMAGING, DIGGING UP OR UNCOVERING THE ELECTRIC LINES, GETTING A LADDER IN HARMS WAY OR ANY OTHER ACTIVITY OF ANY NATURE THAT COULD HARM ANY INDIVIDUAL IN ANY MANNER. THIS RESPONSIBILITY HEREBY REMOVES THE ENGINEER AND THE OWNER FROM ANY LIABILITY OF ANY NATURE.

NO.	REVISION	DATE

9/4/2024

A. CAMPBELL KEY IV  
147977  
LICENSED PROFESSIONAL ENGINEER  
STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY A. CAMPBELL KEY IV, PE #147977 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

**Southwest Engineers**  
TBPE NO. F-1909  
www.swengineers.com

**HEADQUARTERS**  
307 Saint Lawrence Street, Gonzales TX 78629  
P: 830.672.2546 F: 830.672.2034

**CENTRAL TEXAS**  
205 Cimarron Park Loop, Ste. B, Buda TX 78610  
P: 512.312.4330

**WARNING**  
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CHECKED BY: HCD

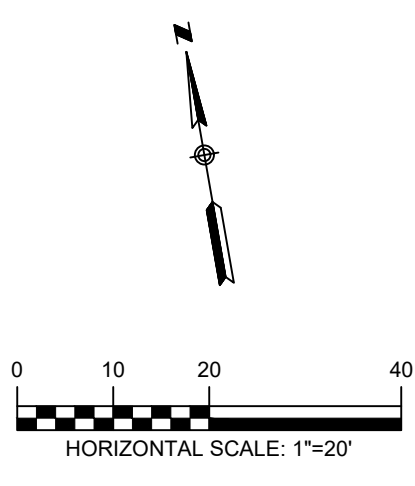
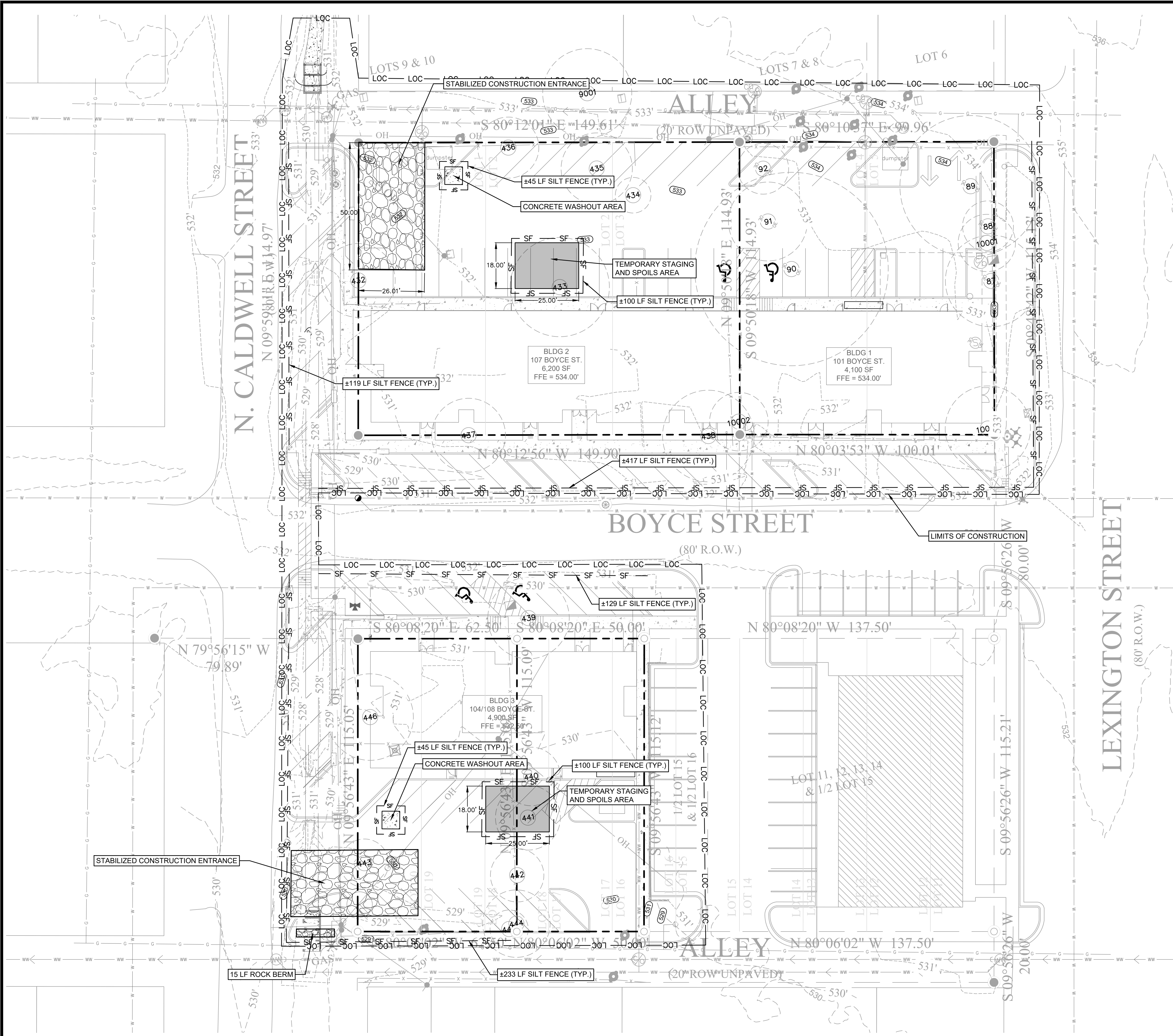
EXISTING CONDITIONS AND DEMOLITION PLAN

**BOYCE STREET MIXED-USE DEVELOPMENT**  
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 4 OF 27



**LEGEND**

- 700 EXISTING CONTOURS
- 700 PROPOSED CONTOURS
- DRAINAGE FLOW DIRECTION
- SF SILT FENCE
- LOC LIMIT OF CONSTRUCTION
- STABILIZED CONSTRUCTION ENTRANCE

- NOTES:**
- IF AN ADDITIONAL CONCRETE WASHOUT IS NEEDED, THE LOCATION WILL BE DETERMINED ONCE CONSTRUCTION HAS BEGUN AND WILL BE PROPERLY NOTED ON THE ESC PLAN SHEET AND SWP3 AT THAT TIME.
  - ALL REQUIRED NOTICES AND PERMITS MUST BE PLACED IN A HIGHLY VISIBLE LOCATION ONSITE BEFORE THE COMMENCEMENT OF CONSTRUCTION.
  - ALL EROSION AND SEDIMENTATION CONTROLS (ESC) MUST BE INSTALLED PRIOR TO ANY DISTURBANCE TO THE PROJECT SITE.
  - INSTALL SILT FENCE ACCORDINGLY FOR RUN-ON DIVERSION OR OFFSITE SEDIMENT CONTROL DEPENDING ON UP OR DOWN SLOPE, FACING POST SIDE ON THE DOWN GRADIENT SIDE.
  - ALL ESC USED ONSITE MUST BE REGULARLY MONITORED AND MAINTAINED AS NEEDED.
  - MUD AND OR DIRT TRACKED INTO THE ROADWAY MUST BE IMMEDIATELY REMOVED UPON DISCOVERY.
  - EXCESS MATERIALS THAT WILL BE TRANSPORTED TO AN OFFSITE LOCATION MUST HAVE THE LOCATION CLEARED BY COUNTY INSPECTORS.
  - LOOSE TRASH AND DEBRIS MUST BE DISPOSED OF PROPERLY ONSITE.
  - CONTRACTOR SHALL MAINTAIN AND UTILIZE DUST CONTROL FOR THE DURATION OF THE PROJECT.
  - THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT PREVENTS TRACKING ONTO THE PUBLIC ROADWAY ON AN ONGOING/REGULAR BASIS.
  - INLET PROTECTION SHALL BE INSTALLED IMMEDIATELY UPON INLET INSTALLATION.
  - INITIATE TEMPORARY STABILIZATION WHEN CONSTRUCTION CEASES IN A DISTURBED AREA FOR 14 DAYS.
  - INITIATE PERMANENT STABILIZATION IMMEDIATELY ONCE WORK HAS CEASED AND FINAL GRADE HAS BEEN ACHIEVED.
  - ALL DISTURBED/BARE AREAS WILL REQUIRE PERMANENT STABILIZATION BEFORE FINAL ACCEPTANCE CAN BE ACHIEVED. AVOID DISTURBING AREAS OF THE PROJECT THAT ARE NOT NECESSARY FOR CONSTRUCTION.
  - COUNTY INSPECTOR MAY REQUEST ADDITIONAL CONTROLS BE INSTALLED ONSITE AS NEEDED.
  - TEMPORARY ESC MEASURES SHALL REMAIN IN PLACE IN ALL DISTURBED AREAS UNTIL ADEQUATE STABILIZATION HAS BEEN ACHIEVED.
  - CONTRACTOR MUST REMOVE SEDIMENT FROM ALL STORM SEWER INLET BOXES, LINES, PIPES AND CULVERT BEFORE CONDITIONAL/FINAL ACCEPTANCE CAN OBTAINED.
  - TRAVIS COUNTY REQUIRES CERTIFIED SWP3 INSPECTORS TO CONDUCT SWP3 INSPECTIONS AND REPORTING ON ALL PROJECTS WITH ONE ACRE OF DISTURBANCE LAGER.
  - PERMITTEE SHALL INSPECT ALL INLET PROTECTION DEVICES AS PART OF THE WEEKLY SWP3 REPORT, UPON RECEIVING A FORECAST CALLING FOR A RAIN EVENT FOR AN EXTENDED PERIOD, MODIFICATION OF INLET PROTECTION SHOULD BE MADE TO PREVENT FLOODING OR PONDING OF WATER IF TRAFFIC OR PROPERTY CONCERNS ARISE.

- SEQUENCE OF CONSTRUCTION**
- INSTALL EROSION CONTROLS PER APPROVED PLAN.
  - TEMPORARY CONTROLS TO BE INSPECTED AND MAINTAINED WEEKLY AND PRIOR TO ANTICIPATED RAINFALL EVENTS, AND AFTER RAINFALL EVENTS, AS NEEDED. CONTRACTOR/OWNER SHALL PROVIDE A CONTACT NAME AND NUMBER FOR EROSION CONTROL ISSUES.
  - CONDUCT DEMOLITION ACTIVITIES, IF APPLICABLE.
  - CONSTRUCT DRAINAGE IMPROVEMENTS, IF APPLICABLE.
  - CONSTRUCT CURB INLET PROTECTION AT THE TIME OF CURB INLET INSTALLATION.
  - CONSTRUCT DEVELOPMENT PER APPROVED PLANS.
  - INSTALL STREETScape AND/OR LANDSCAPING IMPROVEMENTS.
  - CONTRACTOR TO VEGETATE ANY DISTURBED AREAS ONCE FINAL GRADING IS COMPLETE, AND ESTABLISH A MIN OF 70% VEGETATION PRIOR TO COMPLETION. PER TPDES REQUIREMENTS, DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES HAVE CEASED (TEMPORARILY OR PERMANENTLY) SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITY RESUMES WITHIN 21 DAYS. SEEDING DOES NOT CONSTITUTE AS STABILIZATION.
  - REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.

**NOTE**  
CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES HAVE CEASED (TEMPORARILY OR PERMANENT) AND SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITY RESUMES IN 21 DAYS, PER TPDES REQUIREMENTS.

**LIMITS OF CONSTRUCTION:**  
±74,062 SF = ±1.70 AC

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

**NOTE:** ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

**CAUTION - ELECTRICITY PRESENT**

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS THAT ENTER OR WORK ON THIS PROJECT ARE RESPONSIBLE FOR LOCATING, USING ONE-CALL OR THE ELECTRIC UTILITIES THEMSELVES, ALL OVERHEAD AND UNDERGROUND ELECTRICAL OF ANY NATURE AND FOR SAFEGUARDING ALL PERSONNEL ON THIS PROJECT, INCLUDING ANY OFF-SITE WORK AREAS SHOWN ON THE PLAN, FROM ANY INTERFERENCE WITH THE ELECTRIC LINES OR FROM DAMAGING, DIGGING UP OR UNCOVERING THE ELECTRIC LINES, GETTING A LADDER IN HARMS WAY OR ANY OTHER ACTIVITY OF ANY NATURE THAT COULD HARM ANY INDIVIDUAL IN ANY MANNER. THIS RESPONSIBILITY HEREBY REMOVES THE ENGINEER AND THE OWNER FROM ANY LIABILITY OF ANY NATURE.

NO.	REVISION	DATE

9/4/2024

**A. CAMPBELL KEY IV**  
147977  
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY A CAMPBELL KEY IV, PE #147977 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

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TBPE NO. F-1909  
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**HEADQUARTERS**  
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**CENTRAL TEXAS**  
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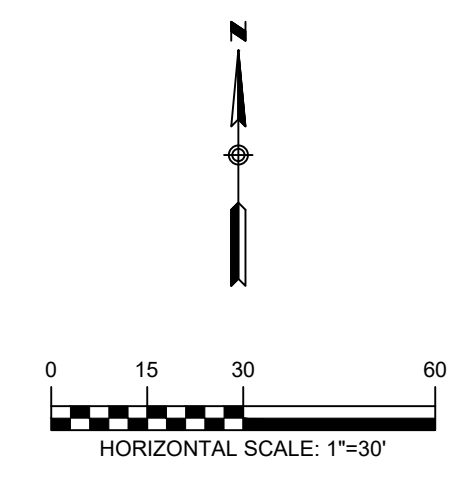
**WARNING**  
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CHECKED BY: HCD

EROSION & SEDIMENTATION CONTROL PLAN

**BOYCE STREET MIXED-USE DEVELOPMENT**  
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24  
DRAWING NO. \_\_\_\_\_  
SHEET 5 OF 27



- LEGEND**
- 700 --- EXISTING CONTOURS
  - 700 --- PROPOSED CONTOURS
  - - - - - DRAINAGE AREA
  - TC - TC - TIME OF CONCENTRATION
  - A-1 ○ POINT OF ANALYSIS
  - ← DRAINAGE FLOW DIRECTION
  - DA ACRES DRAINAGE AREA LABEL
  - # INLET LABEL

- NOTES:**
- ON-SITE SURVEY TOPOGRAPHIC INFORMATION PROVIDED BY ALL STAR LAND SURVEYING OBTAINED ON SEPTEMBER 14, 2023.
  - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNRS.

**EXISTING DRAINAGE SUMMARY TABLE (NRCS METHOD)**

AREA NAME	A	OS A	POA A	B	OS B	POA B
Drainage Area (ac.)	0.66	1.39	-	0.30	0.65	-
CN #	80	80	-	80	80	-
% Impervious	23%	20%	-	13%	85%	-
Tc (hrs)	0.222	0.242	-	0.249	0.083	-
2 year Discharge (cfs)	1.6	5.5	6.5	0.7	3.3	3.8
10 year Discharge (cfs)	2.9	9.5	11.4	1.4	5	6
25 year Discharge (cfs)	3.8	12.2	14.6	1.8	6.2	7.5
100 year Discharge (cfs)	5.2	16.7	20.2	2.5	8.2	10.1

**TIME OF CONCENTRATION - EXISTING**

DRAINAGE AREA	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)	Total Tc (HRS.)	Total Tag (MIN.)
	L (FT)	SLOPE (FT/FT)	n	Tc sheet (MIN.)	L (FT)	SLOPE (FT/FT)	Paved? Y or N	Tc Shallow (MIN.)	L (FT)	Vavg (FT/S)	Tc Channel (MIN.)			
A	100.000	0.010	0.24	16.6	190	0.011	N	1.9	0	4.00	0.00	18.5	0.309	11.129
OS A	100.000	0.015	0.011	1.2	89	0.028	Y	0.4	0	4.00	0.00	5.0	0.083	3.000
B	100.000	0.015	0.24	14.1	66	0.008	N	0.8	0	4.00	0.00	14.9	0.249	8.957
OS B	100.000	0.015	0.011	1.2	78	0.010	Y	0.7	0	4.00	0.00	5.0	0.083	3.000

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

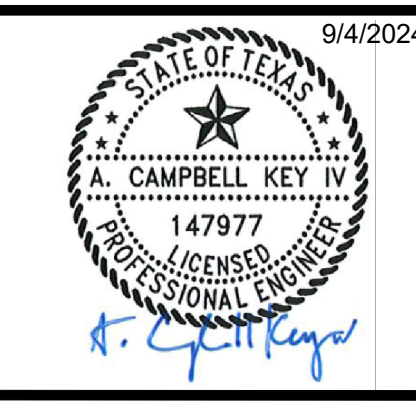
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**CAUTION - ELECTRICITY PRESENT**

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NO.	REVISION	DATE



9/4/2024  
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**Southwest Engineers**  
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307 Saint Lawrence Street, Gonzales TX 78629  
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205 Cimarron Park Loop, Ste. B, Buda TX 78610  
P: 512.312.4330

**WARNING**  
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DRAWN BY: APCG / BS  
CHECKED BY: HCD

EXISTING DRAINAGE AREA MAP

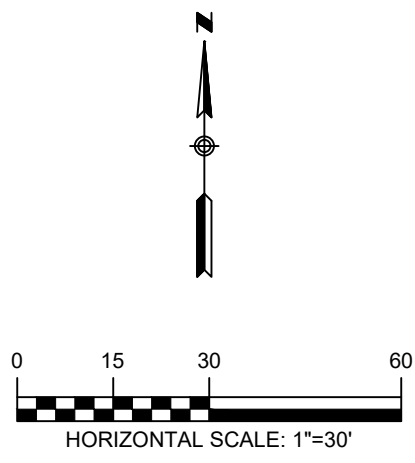
**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 7 OF 27



- LEGEND**
- 700 --- EXISTING CONTOURS
  - 700 --- PROPOSED CONTOURS
  - - - - - DRAINAGE AREA
  - TC - TC - TIME OF CONCENTRATION
  - A-1 ○ POINT OF ANALYSIS
  - ← DRAINAGE FLOW DIRECTION
  - DA ACRES DRAINAGE AREA LABEL
  - # INLET LABEL

- NOTES:**
- ON-SITE SURVEY TOPOGRAPHIC INFORMATION PROVIDED BY ALL STAR LAND SURVEYING OBTAINED ON SEPTEMBER 14, 2023.
  - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNRS.

**PROPOSED DRAINAGE SUMMARY TABLE (NRCS METHOD)**

AREA NAME	A	OS A	POA A	B	OS B	POA B
Drainage Area (ac.)	0.66	1.39	-	0.30	0.65	-
CN #	80	80	-	80	80	-
% Impervious	89%	20%	-	83%	85%	-
Tc (hrs)	0.083	0.083	-	0.083	0.083	-
2 year Discharge (cfs)	3.4	5.5	8.9	1.5	3.3	4.7
10 year Discharge (cfs)	5.2	9.5	14.7	2.3	5	7.4
25 year Discharge (cfs)	6.3	12.2	18.5	2.9	6.2	9.1
100 year Discharge (cfs)	8.4	16.7	25.1	3.8	8.2	12

**TIME OF CONCENTRATION - PROPOSED**

DRAINAGE AREA	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)	Total Tc (HRS.)	Total Tlag (MIN.)
	L FT	SLOPE (FT/FT)	n	Tc sheet (MIN.)	L FT	SLOPE (FT/FT)	Paved? Y or N	Tc Shallow (MIN.)	L FT	Vavg (FT/S)	Tc Channel (MIN.)			
A	100.000	0.010	0.011	1.4	190	0.011	Y	1.5	0	4.00	0.00	5.0	0.083	3.000
OS A	100.000	0.015	0.011	1.2	89	0.028	Y	0.4	0	4.00	0.00	5.0	0.083	3.000
B	100.000	0.015	0.011	1.2	96	0.008	Y	0.6	0	4.00	0.00	5.0	0.083	3.000
OS B	100.000	0.015	0.011	1.2	78	0.010	Y	0.7	0	4.00	0.00	5.0	0.083	3.000

PROPOSED 5'X2' BOX CULVERT TO CONVEY OFFSITE RUNOFF BENEATH PROPOSED PAVEMENT (SEE SHEETS 13 & 14)

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

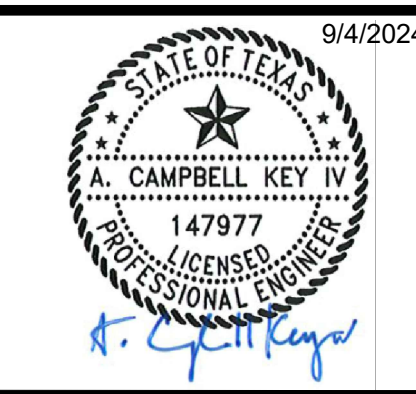
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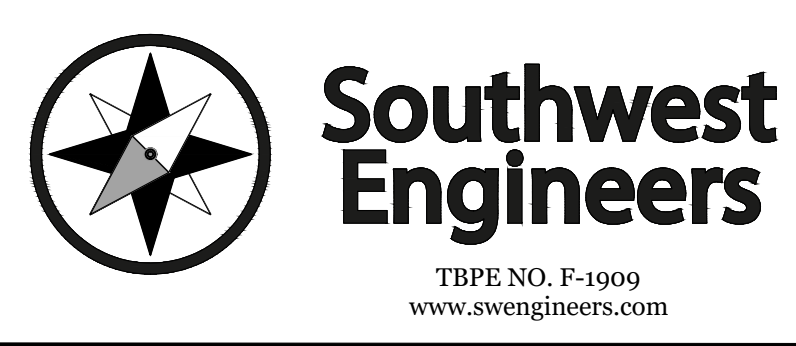
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DRAWN BY: APCG / BS

CHECKED BY: HCD

PROPOSED DRAINAGE AREA MAP

**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 8 OF 27

O:\CompanyData\Clients\1168 - Buda\Buda\001-24\_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001\_DRNG.dwg - Layout: "PROPOSED DRAINAGE AREA MAP" - Wed, Sep 04, 2024, 11:30am, By: ana.cantu

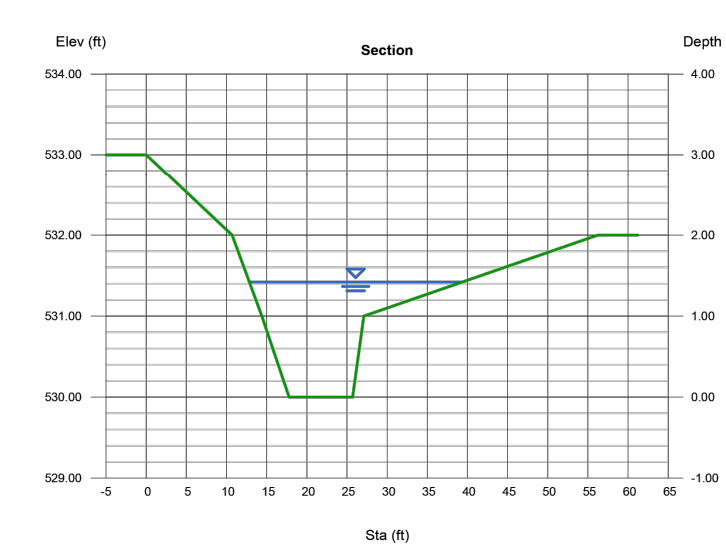


**Channel Report**  
Reporter: Express Estimation for Automated Civil 2D® by Autodesk, Inc.      Monday, April 1, 2024

**Existing Roadside Ditch at POA-C1**

User-defined	Invert Elev (ft) = 530.00	Highlighted	Depth (ft) = 1.42
Slope (%)	= 1.66	Q (cfs)	= 92.00
N-value	= 0.030	Area (sqft)	= 19.53
Calculations	Known Q	Velocity (ft/s)	= 4.77
Computed by:	Known Q	Wetted Perim (ft)	= 27.02
Known Q (cfs)	= 92.00	Cut Depth, Yc (ft)	= 1.45
		Top Width (ft)	= 26.48
		EGL (ft)	= 1.80

(Sta, El, n) (Sta, El, n) ...

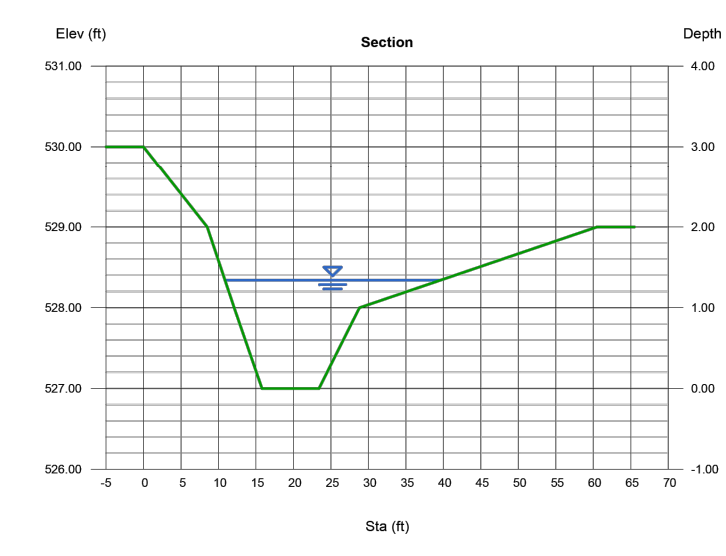


**Channel Report**  
Reporter: Express Estimation for Automated Civil 2D® by Autodesk, Inc.      Monday, April 1, 2024

**Roadside Ditch at POA-C2**

User-defined	Invert Elev (ft) = 527.00	Highlighted	Depth (ft) = 1.36
Slope (%)	= 1.66	Q (cfs)	= 98.30
N-value	= 0.030	Area (sqft)	= 19.87
Calculations	Known Q	Velocity (ft/s)	= 4.92
Computed by:	Known Q	Wetted Perim (ft)	= 28.98
Known Q (cfs)	= 98.30	Cut Depth, Yc (ft)	= 1.38
		Top Width (ft)	= 28.70
		EGL (ft)	= 1.72

(Sta, El, n) (Sta, El, n) ...



**LEGEND**

- 700 --- EXISTING CONTOURS
- 700 --- PROPOSED CONTOURS
- DRAINAGE AREA
- TC --- TC --- TIME OF CONCENTRATION
- A-1 ○ POINT OF ANALYSIS
- ← DRAINAGE FLOW DIRECTION
- DA ○ DRAINAGE AREA LABEL
- # INLET LABEL

- NOTES:**
- ON-SITE SURVEY TOPOGRAPHIC INFORMATION PROVIDED BY ALL STAR LAND SURVEYING OBTAINED ON SEPTEMBER 14, 2023.
  - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNRIS.

**CONVEYANCE DRAINAGE SUMMARY TABLE (NRCS METHOD)**

AREA NAME	OS-C	POA C1	C	POA C2
Drainage Area (ac.)	13.43	-	1.81	-
CN #	80	-	80	-
% Impervious	95%	-	88%	-
Tc (hrs)	0.529	-	0.083	-
2 year Discharge (cfs)	37.4	37.4	9.2	39.9
10 year Discharge (cfs)	56.7	56.7	14.1	60.5
25 year Discharge (cfs)	69.8	69.8	17.4	74.6
100 year Discharge (cfs)	92.0	92.0	23.0	98.3

**TIME OF CONCENTRATION - CONVEYANCE**

DRAINAGE AREA	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)	Total Tc (HRS.)	Total Tlag (MIN.)
	L FT	SLOPE (FT/FT)	n	Tc sheet (MIN.)	L FT	SLOPE (FT/FT)	Paved? Y or N	Tc Shallow (MIN.)	L FT	Vavg (FT/S)	Tc Channel (MIN.)			
OS-C	100.000	0.000	0.011	22.4	192	0.010	Y	1.6	1774	4.00	7.39	31.3	0.522	18.808
C	100.000	0.010	0.011	1.4	214	0.010	Y	1.8	0	4.00	0.00	5.0	0.083	3.000

**TEXAS ONE CALL SYSTEM**  
 1-800-245-4545

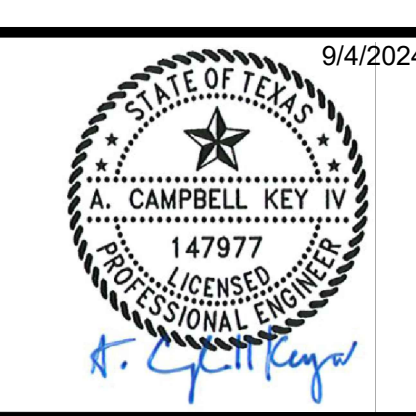
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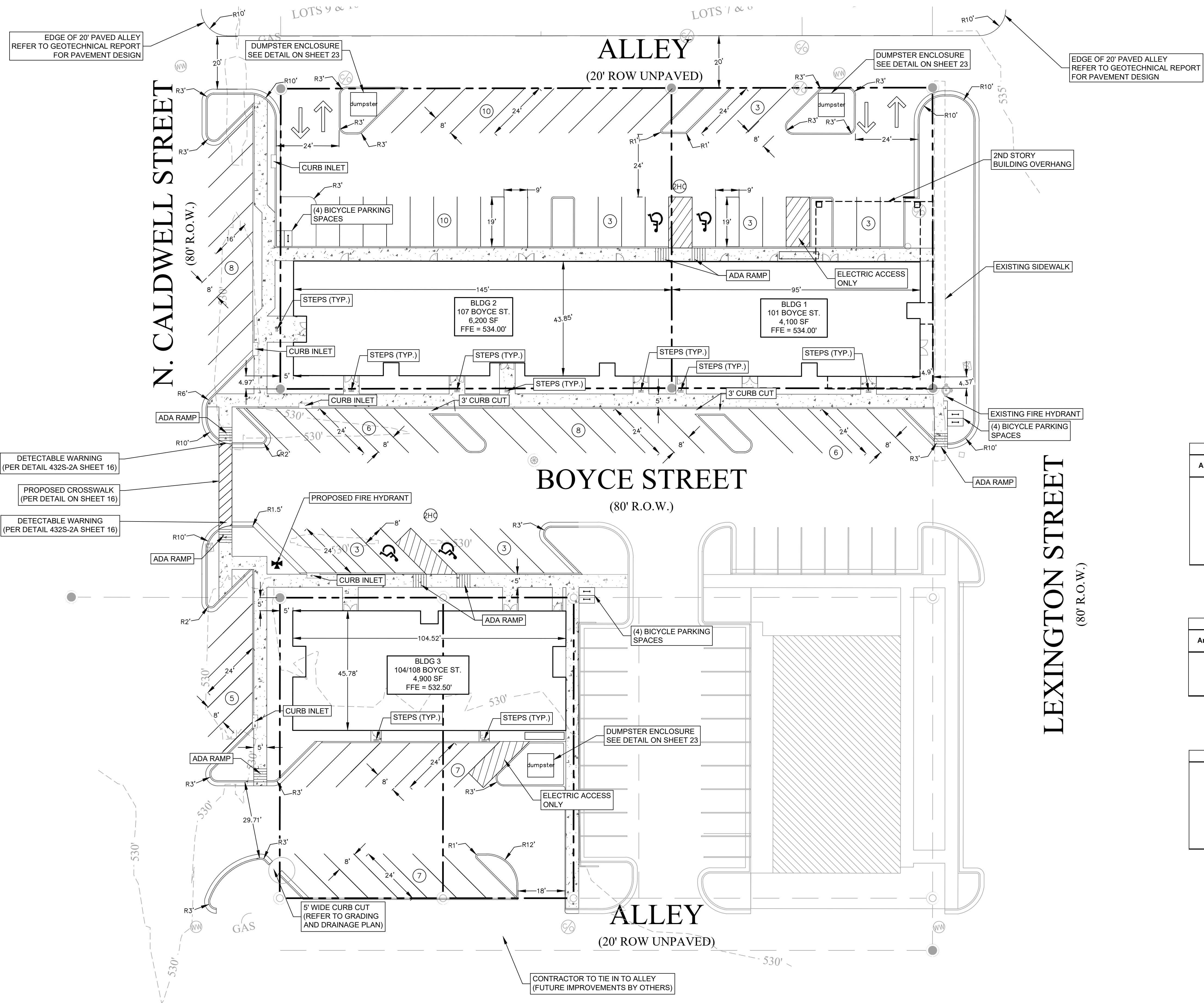
CONVEYANCE DRAINAGE AREA MAP

**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO.	1168-001-24
DRAWING NO.	
SHEET	9 OF 27





**SITE DATA TRACTS 1 & 3**

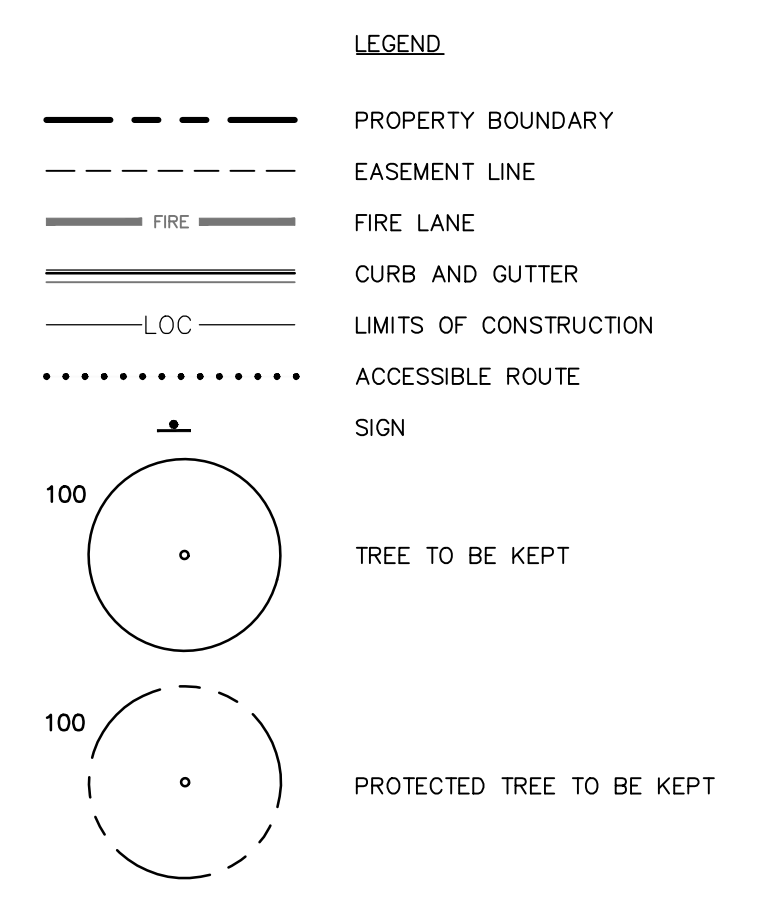
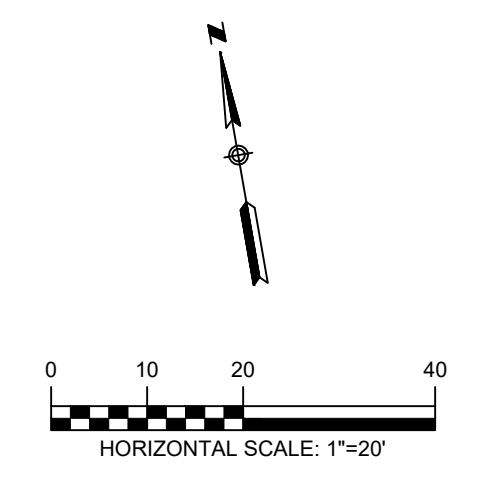
PROPOSED IC - BUILDING	10,320 SF
PROPOSED IC - PARKING/SIDEWALK	14,816 SF
PROPOSED IC - PARKING/SIDEWALK (ROW)	7,941 SF
<b>TOTAL PROPOSED IMPERVIOUS COVER</b>	<b>33,077 SF</b>

**SITE DATA TRACTS 2 & 4**

PROPOSED IC - BUILDING	4,917 SF
PROPOSED IC - PARKING/SIDEWALK	6,336 SF
PROPOSED IC - PARKING/SIDEWALK (ROW)	4,974 SF
<b>TOTAL PROPOSED IMPERVIOUS COVER</b>	<b>16,227 SF</b>

**BUILDING DATA TRACTS 1, 2, 3 & 4**

TOTAL EXISTING BUILDINGS	6,734 SF
BLDG 101 & 107	33,036 SF
BLDG 104 & 108	14,100 SF
<b>TOTAL GROSS BUILDING AREA</b>	<b>47,136 SF</b>
BUILDING HEIGHT	3 STORIES



**PARKING CALCULATIONS (BUILDINGS 1 & 2)**

Area (ac.)	Building No.	Units	Number of Units	Requirement	Parking Required	Parking Provided
0.660	1 (101 Boyce)	One bedroom	5 bedrooms	1.5 spaces for 1 bedroom	8	8
		Two bedroom	2 bedrooms	2 spaces for 2 bedroom	4	4
		Retail (Sales)(SF)	2883 SF	1 space for each 350 SF	8	10
	2 (107 Boyce)	Retail (Restaurant)(SF)	1500 SF	1 space for each 250 SF	6	6
		One bedroom	8 bedrooms	1.5 spaces for 1 bedroom	12	12
		Two bedroom	2 bedrooms	2 spaces for 2 bedroom	4	4
		Retail (Sales)(SF)	3878 SF	1 space for each 350 SF	11	12
		Retail (Restaurant)(SF)	1500 SF	1 space for each 250 SF	6	6
		<b>Subtotal (Bedrooms) + 10% Guest</b>			30.3	-
		<b>Subtotal (Retail) - 10% Reduction</b>			28.2	-
		<b>TOTAL (Bedrooms + Retail)</b>			59	62

**PARKING CALCULATIONS (BUILDING 3)**

Area (ac.)	Building No.	Units	Number of Units	Requirement	Parking Required	Parking Provided
0.300	3 (104+108 Boyce)	One Bedroom	4	1.5 spaces for 1 bedroom	6	8
		Two Bedroom	4	2 spaces for 2 bedroom	8	6
		Retail (Sales) (SF)	4,013	1 space for each 350 SF	11	12
		Retail (Restaurant)(SF)	-	-	-	-
		<b>Subtotal (Bedrooms) + 10% Guest</b>			15.4	-
		<b>Subtotal (Retail) - 10% Reduction</b>			10.3	-
		<b>TOTAL (Bedrooms + Retail)</b>			26	26

**PARKING PROVIDED**

Standard:	84
Compact:	0
Parallel:	0
Accessible:	4
<b>Total:</b>	<b>88</b>
<b>Accessible Spaces Required:</b>	<b>4</b>
<b>Bicycle Spaces Provided:</b>	<b>12</b>

**TEXAS ONE CALL SYSTEM**  
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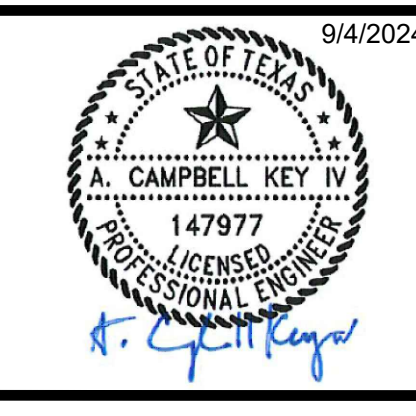
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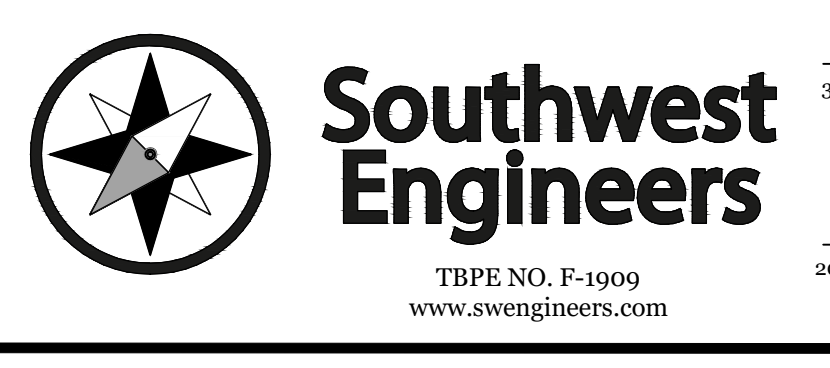
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CHECKED BY: HCD

SITE AND DIMENSION CONTROL PLAN

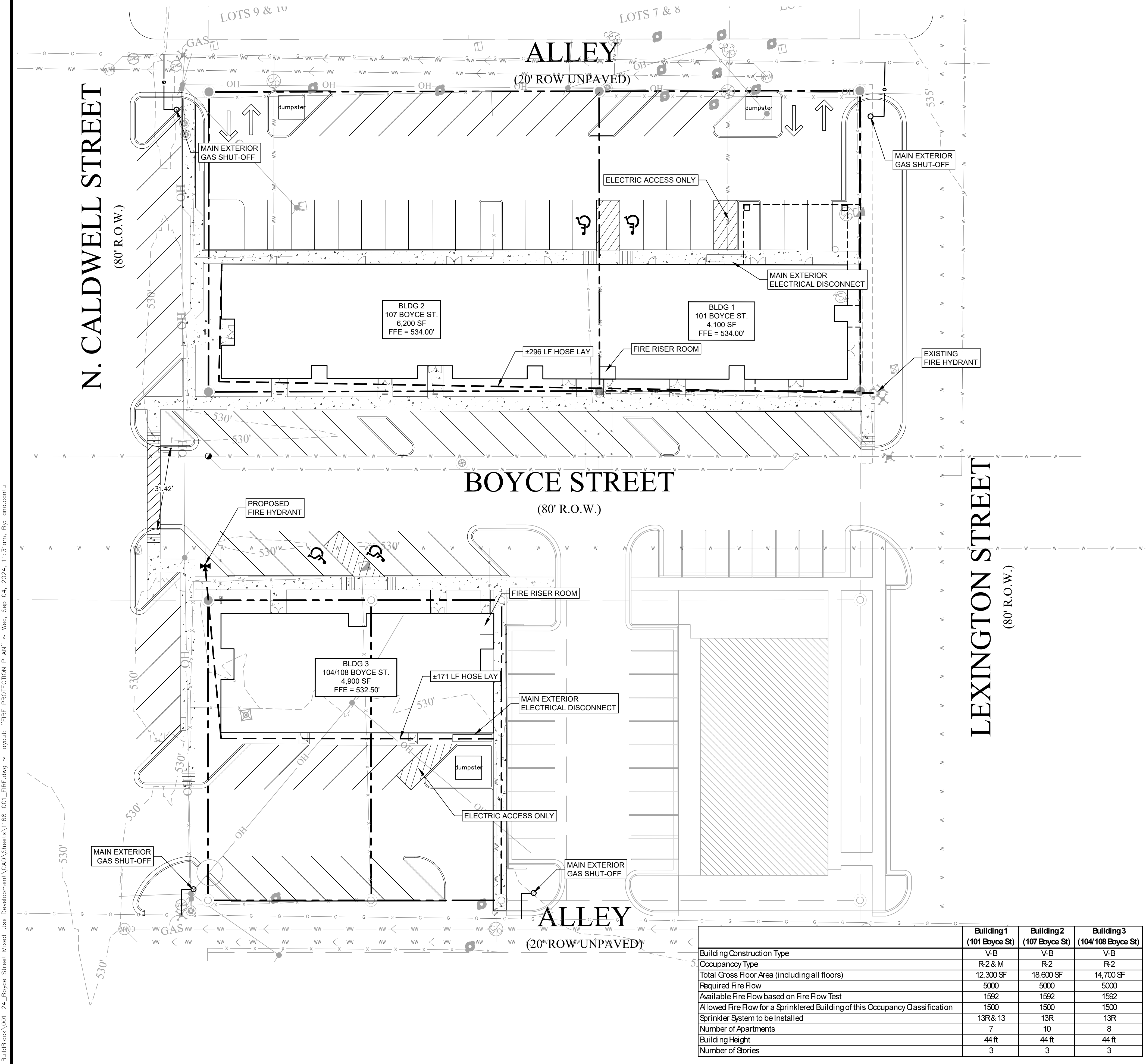
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101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

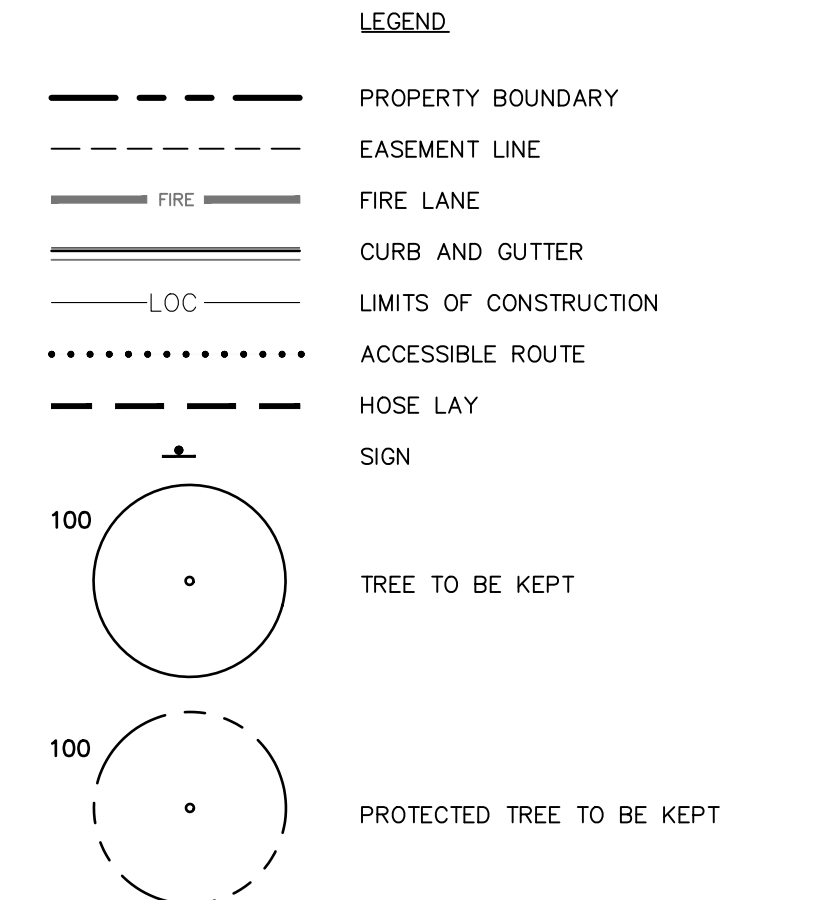
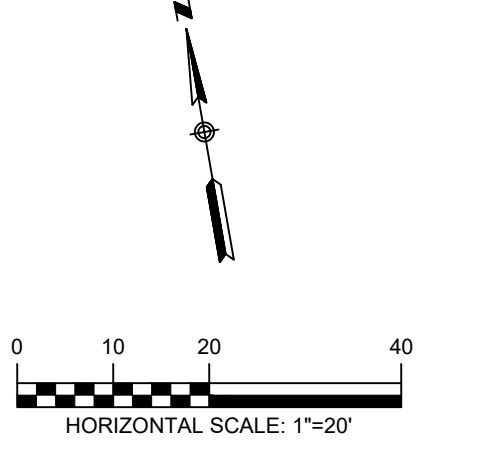
PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

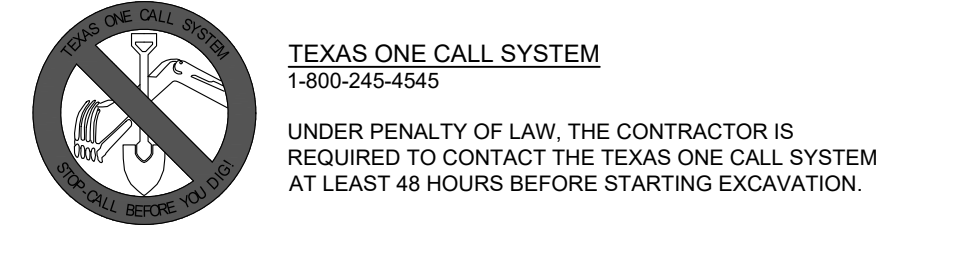
SHEET 10 OF 27



- ### TRAVIS COUNTY ESD NO. 12 SITE PLAN NOTES
- THE OWNER AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR CONTACTING TRAVIS COUNTY ESD NO. 12 TO ENSURE COMPLIANCE WITH ALL CODES, ORDINANCES, STATUTES AND PERMITTING REQUIREMENTS PRIOR TO CONSTRUCTION.
  - PRIOR TO BEGINNING ANY CONSTRUCTION, THE APPROPRIATE TRAVIS COUNTY ESD NO. 12 PERMIT/APPROVAL SHALL BE OBTAINED. THE APPROVED PERMIT SHALL BE READILY AVAILABLE ON SITE TO TRAVIS COUNTY ESD NO. 12.
  - PHASED OCCUPANCY SHALL BE PERMITTED ONLY WITH PRIOR APPROVAL FROM TRAVIS COUNTY ESD NO. 12, THE BUILDING DEPARTMENT, AND OTHER RELATED AGENCIES, AS APPLICABLE. REQUESTS FOR PHASED OCCUPANCY SHALL BE MADE PRIOR TO START OF CONSTRUCTION ONLY.
  - PHASED INSTALLATION OF FIRE ACCESS ROADS SHALL REQUIRE AN ACCESS PHASING PLAN APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - PHASED CONSTRUCTION OF BUILDINGS SHALL REQUIRE A CONSTRUCTION PHASING PLAN APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - AN ALL-WEATHER FIRE LANE/FIRE APPARATUS ACCESS ROAD SHALL BE CONSTRUCTED TO SUPPORT THE IMPOSED LOAD OF A FIRE APPARATUS WEIGHING 75,000 POUNDS.
  - THE FIRE LANE/FIRE APPARATUS ACCESS ROAD SHALL PROVIDE FIRE DEPARTMENT ACCESS TO ALL PARTS OF COMBUSTIBLE STRUCTURES WITHIN 150 FEET OF THE FIRE LANE. THE APPROVED FIRE LANE/FIRE APPARATUS ACCESS ROAD MUST BE INSTALLED PRIOR TO AND MAINTAINED DURING CONSTRUCTION OF ANY COMBUSTIBLE STRUCTURE, UNLESS OTHERWISE APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - WHERE A FIRE HYDRANT IS LOCATED ON A FIRE LANE/FIRE APPARATUS ACCESS ROAD, THE MINIMUM ROAD WIDTH SHALL BE 26 FEET, EXCLUSIVE OF SHOULDERS. IF NO FIRE HYDRANT IS PROVIDED, THE MINIMUM FIRE LANE/FIRE APPARATUS ACCESS ROAD WIDTH SHALL BE 25 FEET.
  - FIRE LANE WIDTH IS MEASURED FROM TOP FACE OF CURB TO TOP FACE OF CURB FOR FIRE LANES WITH STANDARD CURBS AND GUTTERS AND FROM FLOW LINE TO FLOW-LINE FOR FIRE LANES WITH MODIFIED CURB DESIGNS (E.G. ROLLED, RAMPED).
  - THE DEVELOPER IS RESPONSIBLE TO VERIFY THAT ALL APPROVED PUBLIC WORKS, STREET IMPROVEMENT AND PRECISE GRADING PLANS CONFORM TO THE MINIMUM STREET WIDTH REQUIREMENTS SET FORTH BY THE FIRE CODE AND ADOPTED BY TRAVIS COUNTY ESD NO. 12.
  - A MINIMUM VERTICAL CLEARANCE OF 14' SHALL BE PROVIDED FOR ALL FIRE LANES/FIRE APPARATUS ACCESS ROADS.
  - INSIDE TURNING RADIUS OF FIRE LANES/FIRE APPARATUS ACCESS ROADS SHALL BE A MINIMUM OF 25 FEET. THE OUTSIDE RADIUS SHALL BE 50 FEET.
  - DEAD-END FIRE LANES/FIRE APPARATUS ACCESS ROADS IN EXCESS OF 150 FEET SHALL BE PROVIDED WITH APPROVED TURNAROUND PER 2015 IFC, APPENDIX D, TABLE D103.4.
  - THE DIAMETER OF A CUL-DE-SAC SHALL BE 100 FEET MINIMUM PER CITY OF MANOR SPECIFICATIONS.
  - ACCESS GATES SHALL BE APPROVED BY TRAVIS COUNTY ESD NO. 12 PRIOR TO INSTALLATION.
  - ALL GATES IN CONSTRUCTION SHALL BE EQUIPPED WITH A KNOX OR BREAKAWAY PADLOCK.
  - IF BUILDING EXCEEDS 30 FEET IN HEIGHT FROM GRADE PLANE, AN AERIAL FIRE APPARATUS ROAD, 15-30 FEET PARALLEL TO ONE ENTIRE SIDE OF THE BUILDING SHALL BE IN PLACE. (2015 IFC, APPENDIX D105)
  - FIRE LANES SHALL BE MARKED WITH FIRE LANE - TOW AWAY ZONE. THE CURBS SHALL BE PAINTED RED AND THE LETTERING SHALL BE 4" IN HEIGHT AND PAINTED WHITE. THE STENCIL SHALL BE PLACED AT INTERVALS OF 35 FEET.
  - THE MINIMUM REQUIRED FIRE FLOW SHALL MEET OR EXCEED THE REQUIREMENTS OF APPENDIX B OF THE 2015 INTERNATIONAL FIRE CODE.
  - THE MAXIMUM FIRE FLOW REDUCTION FOR A PROJECT SHALL BE BASED ON THE INFORMATION PROVIDED IN THE FIRE FLOW REDUCTION TABLE PROVIDED IN TRAVIS COUNTY ESD NO. 12 DESIGN DOCUMENTS.
  - ALL FIRE HYDRANTS THAT ARE APPROVED AND INSTALLED AS A PART OF THE PROPOSED PROJECT SHALL BE PART OF A FIRE PROTECTION SYSTEM.
  - THE UTILITY CONTRACTOR SHALL CONSULT TRAVIS COUNTY ESD NO. 12 REGARDING ANY REQUIREMENTS FOR UTILITY CONTRACTORS.
  - THE APPROPRIATE INDIVIDUAL SHALL CONSULT WITH TRAVIS COUNTY ESD NO. 12 FOR REQUIREMENTS RELATED TO THE UNDERGROUND WATER MAIN LINE AND SUBSEQUENT INSTALLATION OF THE WATER MAIN/FIRE HYDRANT LINE.
  - THE SUBMISSION OF AN UNDERGROUND WATER LINE (UTILITY) PLAN SHEET WITH THE SITE PLAN DOES NOT ALLEVIATE THE NEED TO HAVE A SEPARATE UNDERGROUND PLAN SUBMITTED AND APPROVED BY TRAVIS COUNTY ESD NO. 12. THE APPROVAL OF A SITE PLAN DOES NOT CONSTITUTE THE APPROVAL OF AN UNDERGROUND SYSTEM.
  - UNDERGROUND MAINS FEEDING HYDRANTS SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH NFPA 24, THE FIRE CODE AND TRAVIS COUNTY ESD NO. 12 ADOPTED AMENDMENTS, BY A CONTRACTOR LICENSED TO PERFORM THE INSTALLATION. THE ENTIRE MAIN MUST BE HYDROSTATICALLY TESTED AT ONE TIME. ISOLATION VALVES ARE PROVIDED BETWEEN TESTED SECTIONS.
  - TRAVIS COUNTY ESD NO. 12 CONSIDERS THE PIPING FROM THE POINT OF CONNECTION AT THE MUNICIPAL WATER SUPPLY TO THE FIRE HYDRANTS AND THE BASE OF ANY FIRE SPRINKLER RISER PART OF A FIRE PROTECTION SYSTEM.
  - THE PRESENCE OF DOMESTIC WATER SUPPLY TAPS OFF OF THE MAIN WATER LINE OR A SHARED SUPPLY LINE WITH FIRE SPRINKLER RISER DOES NOT OVERRIDE ANY REQUIREMENTS OF TRAVIS COUNTY ESD NO. 12 OR NFPA 24. NFPA 24 SHALL APPLY TO ALL UNDERGROUND INSTALLATIONS AND INSTALLATIONS SHALL BE PERMITTED AND INSPECTED BY TRAVIS COUNTY ESD NO. 12.
  - FIRE HYDRANTS SHALL MEET THE MINIMUM STANDARD OF THE CITY OF MANOR AND TRAVIS COUNTY ESD NO. 12. (M511S-17A) AND PAINTED RED.
  - THE 4.5" FIRE HYDRANT OUTLET MUST FACE THE FIRE LANE.
  - THE HYDRANTS SHALL BE INSTALLED WITH THE CENTER OF THE 4.5" OPENING AT LEAST 18" ABOVE FINISHED GRADE.
  - HYDRANTS SHALL BE PLACED WITHIN 100 FEET OF AN FDC.
  - HYDRANTS SHALL BE LOCATED SO THAT A HOSE LINE RUNNING BETWEEN THE HYDRANT AND THE FIRE DEPARTMENT CONNECTIONS WILL NOT CROSS DRIVEWAYS, OBSTRUCT ROADS OR FIRE LANES, OR OTHERWISE INTERFERE WITH EMERGENCY VEHICLE RESPONSE AND EVACUATION OF A SITE.
  - ALL FIRE HYDRANTS SHALL HAVE A "BLUE REFLECTIVE PAVEMENT MARKER" INDICATING THEIR LOCATION. HYDRANTS SHALL BE PLACED AT NO MORE THAN 500 FEET APART, UNLESS OTHERWISE APPROVED BY TRAVIS COUNTY ESD NO. 12. (2015 IFC, TABLE C102.1)
  - HYDRANTS AND FIRE DEPARTMENT CONNECTIONS SHALL NOT BE LOCATED BEHIND PARKING STALLS OR IN OTHER LOCATIONS WHERE THEY ARE LIKELY TO BE BLOCKED BY VEHICLES OR OTHER OBJECTS. WHENEVER POSSIBLE, HYDRANTS SHALL BE PLACED IN LANDSCAPE ISLANDS/PENINSULAS, STREET AND DRIVE AISLE INTERSECTIONS IN PREFERENCE TO MID-BLOCK LOCATIONS.
  - HYDRANTS MUST BE LOCATED WITHIN THREE TO SIX FEET OF THE EDGE OF A FIRE ACCESS ROADWAY.
  - HYDRANTS SHALL NOT BE LOCATED IN AREAS WHERE THEY WILL BE VISUALLY OR OPERATIONALLY OBSTRUCTED (BEHIND FENCES OR WALLS, IN BUSHES, BEHIND PARKING SPACES, ETC).
  - A MINIMUM 3-FOOT CLEARANCE SHALL BE PROVIDED AROUND THE CIRCUMFERENCE OF THE HYDRANT.
  - APPROVED FIRE HYDRANTS ARE TO BE CONSIDERED PART OF A FIRE PROTECTION SYSTEM AND SHALL NOT BE REMOVED OR TAMPERED WITH UNLESS APPROVED BY TRAVIS COUNTY ESD NO. 12. TAMPERING SHALL INCLUDE, BUT IS NOT LIMITED TO, PAINTING, MODIFYING, AND OBSTRUCTING ACCESS.
  - FIRE SPRINKLER RISER ROOMS SHALL BE PROVIDED WITH EXTERIOR ACCESS. NO INTERIOR ACCESS SHALL BE PROVIDED. THE EXTERIOR ACCESS DOOR SHALL FACE A DESIGNATED FIRE LANE, UNLESS OTHERWISE APPROVED BY TRAVIS COUNTY ESD NO. 12.
  - ANY FIRE HYDRANTS THAT HAVE NOT PASSED AN ACCEPTANCE TEST IN THE PRESENCE OF A TRAVIS COUNTY ESD NO. 12 INSPECTOR OR TEMPORARILY INOPERATIVE SHOULD BE WRAPPED WITH A BLACK BAG.
  - THE BUILDING ADDRESS SHALL BE CLEARLY VISIBLE FROM THE STREET TO WHICH IT IS ADDRESSED. FINAL NUMBERS HAVE TO BE AT LEAST 6" IN HEIGHT AND OF CONTRASTING COLOR WITH THE BACKGROUND UPON WHICH THEY ARE PLACED.
  - TEMPORARY FUEL TANKS OF 60 OR MORE GALLONS SHALL BE INSPECTED BY TRAVIS COUNTY ESD NO. 12 TO ENSURE THE APPROPRIATE REQUIREMENTS ARE MET.
  - PRIOR TO OCCUPANCY, A CLOSE OUT INSPECTION TEST OF FIRE HYDRANT FLOW IS REQUIRED BY TRAVIS COUNTY ESD NO. 12. THE CONTRACTOR SHALL CONTACT TRAVIS COUNTY ESD NO. 12 TO SCHEDULE THE ACCEPTANCE TEST. IF ANY HYDRANT FAILS THE FIRE FLOW TEST, THE ENTIRE SYSTEM FAILS THE FIRE FLOW TEST.
  - APPROVAL OF THIS PLAN SUBMITTAL DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, CODES, INFORMATION, AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE LICENSED DESIGNER AND/OR PROFESSIONAL ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, AND ADEQUACY OF THE SUBMITTAL WHETHER OR NOT THE PLAN SUBMITTAL IS REVIEWED AND APPROVED FOR CODE COMPLIANCE BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12.



NOTE:  
1. FIRE PROTECTION ACCESS TO BE PROVIDED VIA N. CALDWELL STREET AND BOYCE STREET.



NOTE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

### CAUTION - ELECTRICITY PRESENT

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	Building 1 (101 Boyce St)	Building 2 (107 Boyce St)	Building 3 (104/108 Boyce St)
Building Construction Type	V-B	V-B	V-B
Occupancy Type	R-2 & M	R-2	R-2
Total Gross Floor Area (including all floors)	12,300 SF	18,600 SF	14,700 SF
Required Fire Flow	5000	5000	5000
Available Fire Flow based on Fire Flow Test	1562	1562	1562
Allowed Fire Flow for a Sprinklered Building of this Occupancy Classification	1500	1500	1500
Sprinkler System to be Installed	13R & 13	13R	13R
Number of Apartments	7	10	8
Building Height	44 ft	44 ft	44 ft
Number of Stories	3	3	3

NO.	REVISION	DATE

9/4/2024

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 TBPE NO. F-1909  
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 307 Saint Lawrence Street, Gonzales TX 78629  
 P: 830.672.7546 F: 830.672.2034

**CENTRAL TEXAS**  
 205 Cimarron Park Loop, Ste. B, Buda TX 78610  
 P: 512.312.4330

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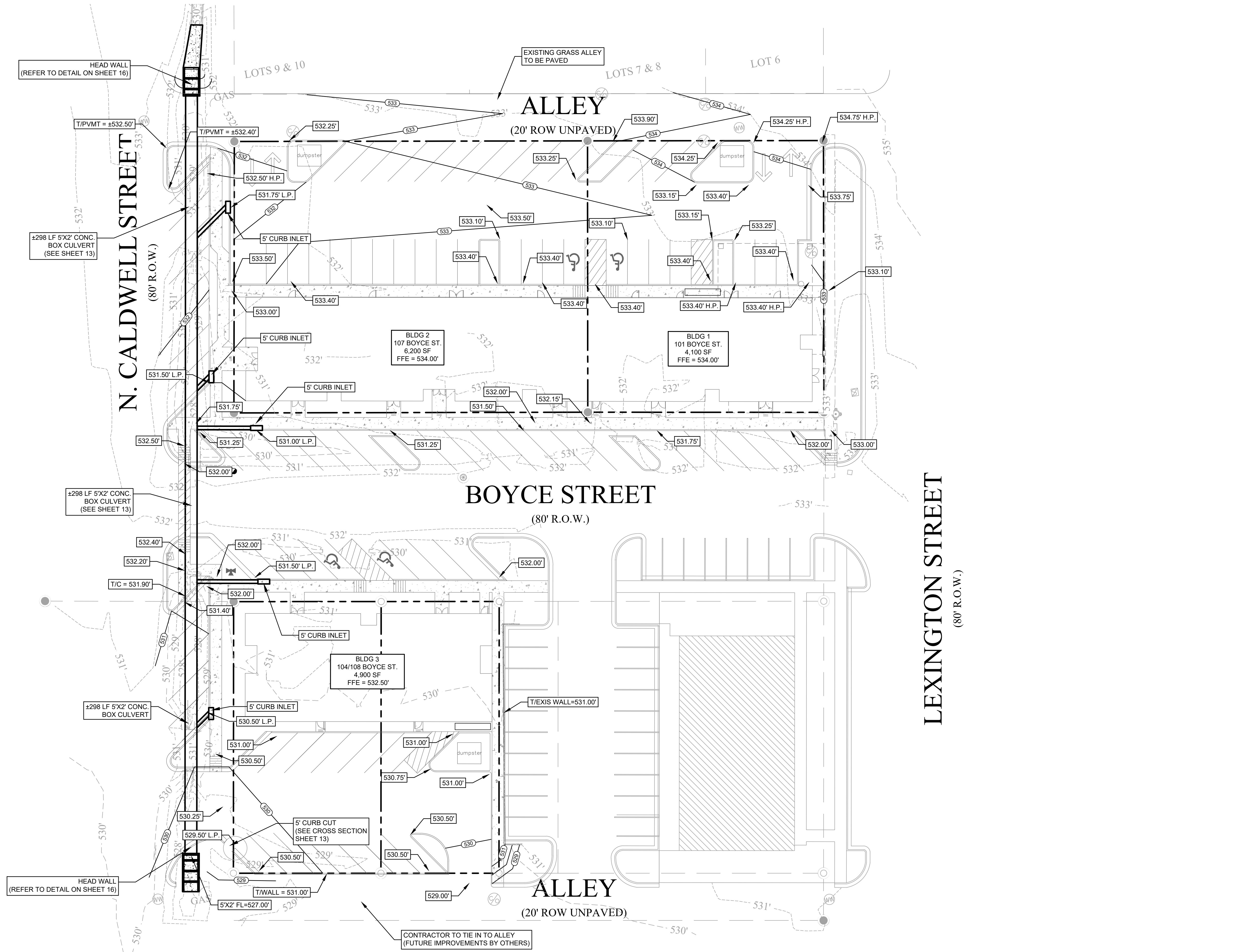
FIRE PROTECTION PLAN

## BOYCE STREET MIXED-USE DEVELOPMENT

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24  
 DRAWING NO. \_\_\_\_\_  
 SHEET 11 OF 27

O:\CompanyData\Clients\1168 - Build\1168 - Build\1168-001-24\_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001-FIRE.dwg - Layout: "FIRE PROTECTION PLAN" - Wed, Sep 04, 2024, 11:31am, By: sws.cad@sw.com



**LEGEND**

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED SPOT ELEVATION
- PROPOSED STORM DRAIN

**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

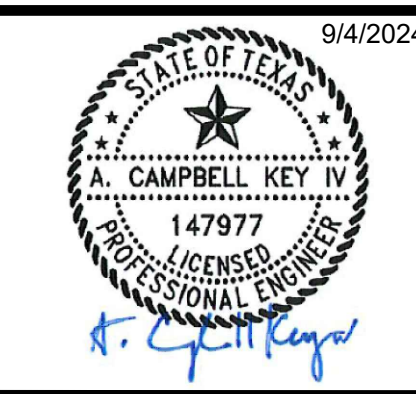
UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

**NOTE:** ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

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NO.	REVISION	DATE



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**CENTRAL TEXAS**  
205 Cimarron Park Loop, Ste. B, Buda TX 78610  
P: 512.312.4335

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GRADING AND DRAINAGE PLAN

**BOYCE STREET MIXED-USE DEVELOPMENT**

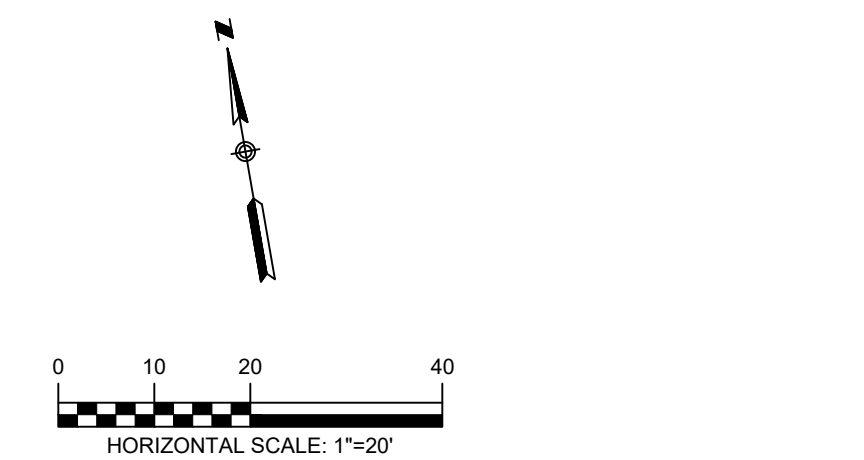
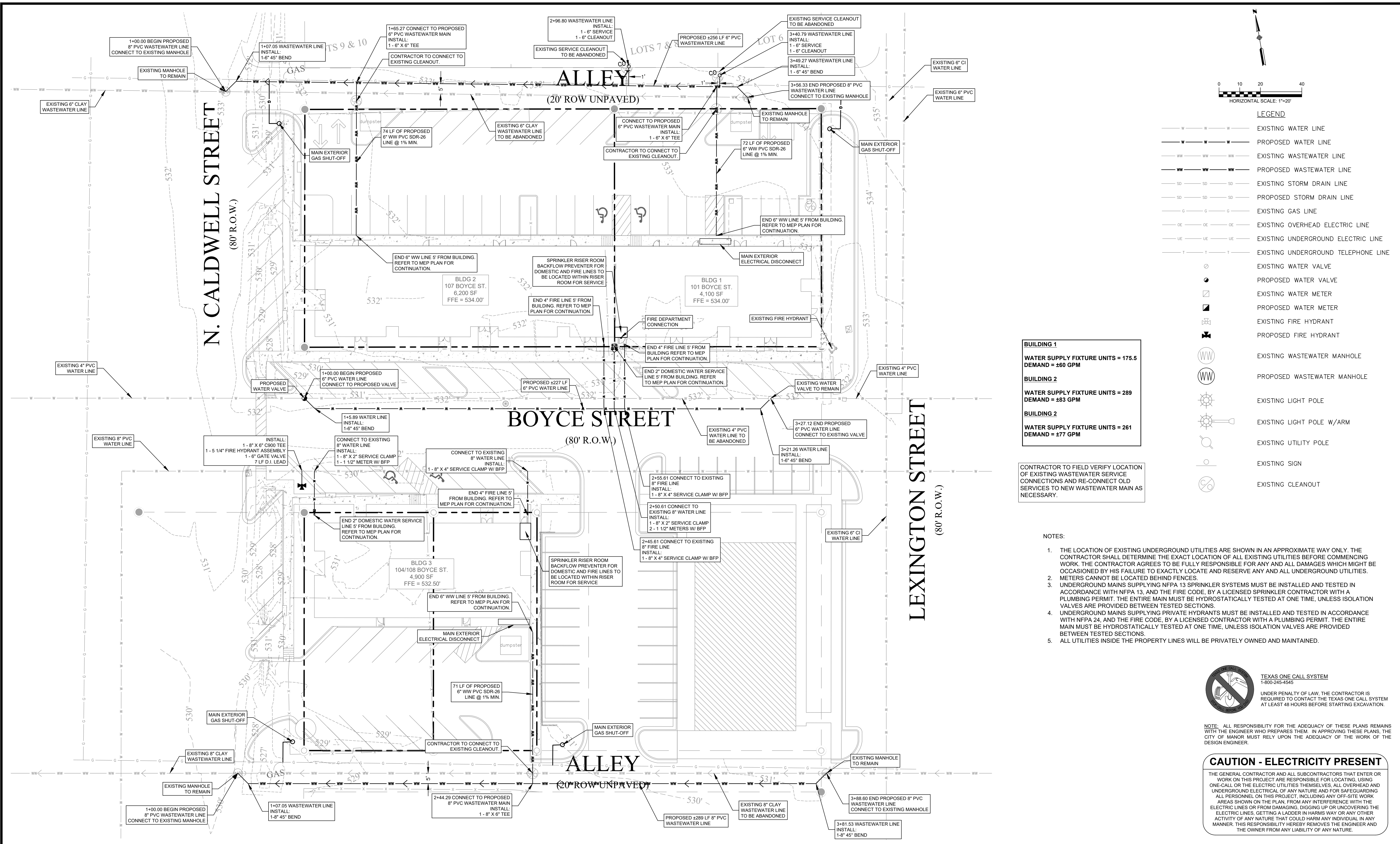
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 12 OF 27

C:\CompanyData\Clients\1168 - Buda\Buda\001-24\_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001-GRAD.DWG -- Layout: "GRADING AND DRAINAGE PLAN" -- Wed, Sep 04, 2024, 4:10pm, By: amc.cantu



- LEGEND**
- W — W — W — EXISTING WATER LINE
  - W — W — W — PROPOSED WATER LINE
  - WW — WW — WW — EXISTING WASTEWATER LINE
  - WW — WW — WW — PROPOSED WASTEWATER LINE
  - SD — SD — SD — EXISTING STORM DRAIN LINE
  - SD — SD — SD — PROPOSED STORM DRAIN LINE
  - G — G — G — EXISTING GAS LINE
  - OE — OE — OE — EXISTING OVERHEAD ELECTRIC LINE
  - UE — UE — UE — EXISTING UNDERGROUND ELECTRIC LINE
  - T — T — T — EXISTING UNDERGROUND TELEPHONE LINE
  - EXISTING WATER VALVE
  - EXISTING WATER VALVE
  - EXISTING WATER METER
  - PROPOSED WATER METER
  - EXISTING FIRE HYDRANT
  - PROPOSED FIRE HYDRANT
  - EXISTING WASTEWATER MANHOLE
  - PROPOSED WASTEWATER MANHOLE
  - EXISTING LIGHT POLE
  - EXISTING LIGHT POLE W/ARM
  - EXISTING UTILITY POLE
  - EXISTING SIGN
  - EXISTING CLEANOUT

**BUILDING 1**  
 WATER SUPPLY FIXTURE UNITS = 175.5  
 DEMAND = 160 GPM

**BUILDING 2**  
 WATER SUPPLY FIXTURE UNITS = 289  
 DEMAND = 283 GPM

**BUILDING 3**  
 WATER SUPPLY FIXTURE UNITS = 261  
 DEMAND = 277 GPM

CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING WASTEWATER SERVICE CONNECTIONS AND RE-CONNECT OLD SERVICES TO NEW WASTEWATER MAIN AS NECESSARY.

**NOTES:**

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND RESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. METERS CANNOT BE LOCATED BEHIND FENCES.
3. UNDERGROUND MAINS SUPPLYING NFPA 13 SPRINKLER SYSTEMS MUST BE INSTALLED AND TESTED IN ACCORDANCE WITH NFPA 13, AND THE FIRE CODE, BY A LICENSED SPRINKLER CONTRACTOR WITH A PLUMBING PERMIT. THE ENTIRE MAIN MUST BE HYDROSTATICALLY TESTED AT ONE TIME, UNLESS ISOLATION VALVES ARE PROVIDED BETWEEN TESTED SECTIONS.
4. UNDERGROUND MAINS SUPPLYING PRIVATE HYDRANTS MUST BE INSTALLED AND TESTED IN ACCORDANCE WITH NFPA 24, AND THE FIRE CODE, BY A LICENSED CONTRACTOR WITH A PLUMBING PERMIT. THE ENTIRE MAIN MUST BE HYDROSTATICALLY TESTED AT ONE TIME, UNLESS ISOLATION VALVES ARE PROVIDED BETWEEN TESTED SECTIONS.
5. ALL UTILITIES INSIDE THE PROPERTY LINES WILL BE PRIVATELY OWNED AND MAINTAINED.

**TEXAS ONE CALL SYSTEM**  
 1-800-245-4545

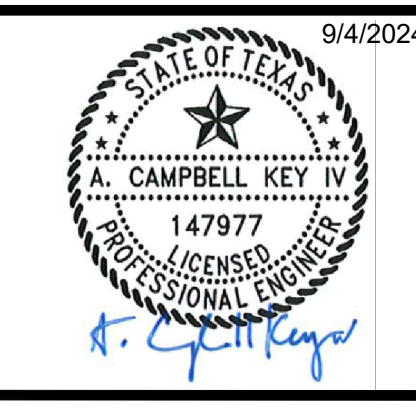
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NO.	REVISION	DATE



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 P: 512.312.4335

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 www.swengineers.com

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WATER & WASTEWATER PLAN

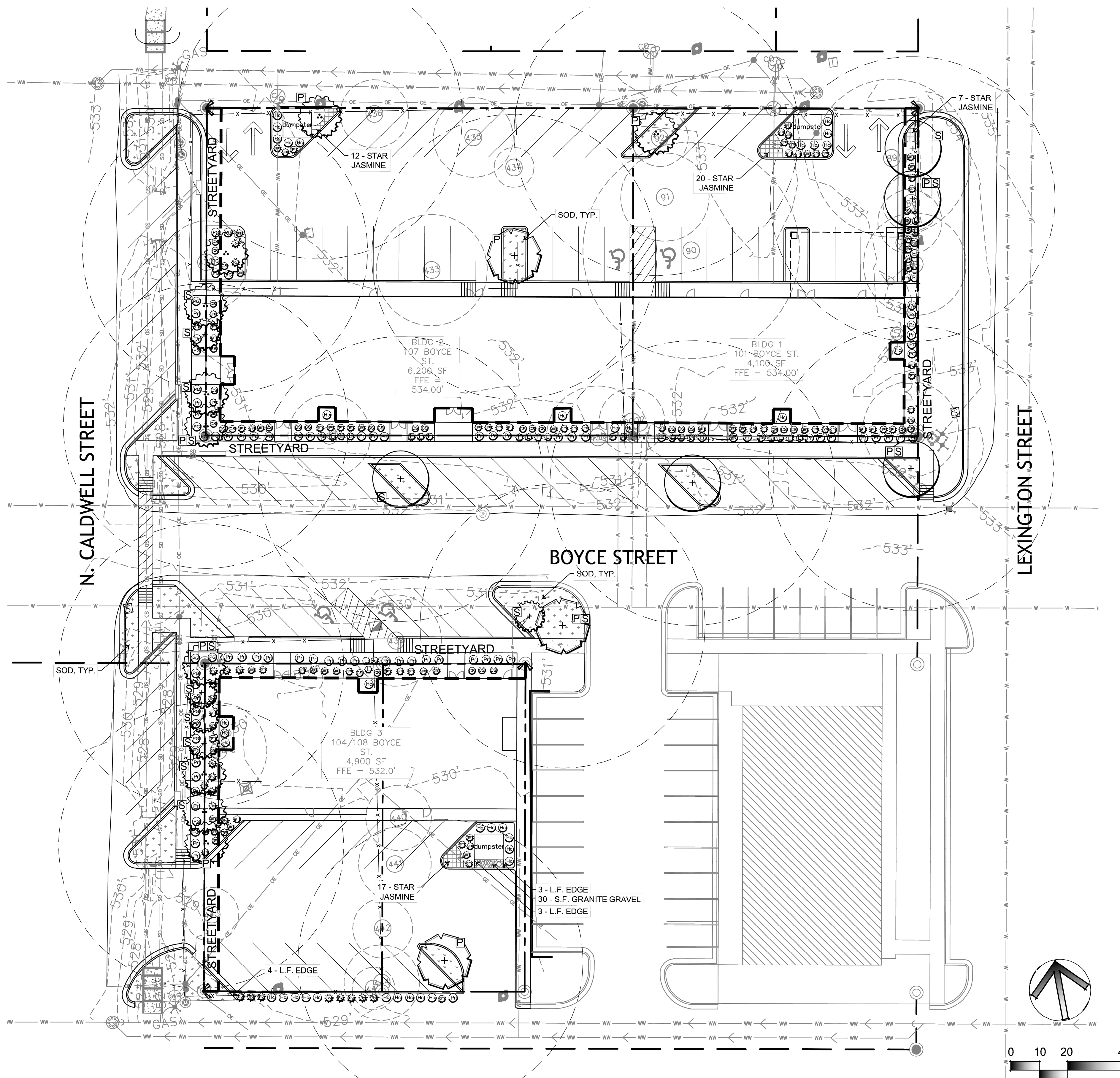
**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. \_\_\_\_\_

SHEET 17 OF 27



CANOPY TREES	
SYMBOL	COMMON NAME
	LIVE OAK
	CEDAR ELM
	TEXAS PISTACHE

FOR REFERENCE ONLY

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NO.	REVISION	DATE

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 P: 512.312.4330

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LANDSCAPE PLAN

**BOYCE STREET MIXED-USE  
DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

NO.	REVISION	DATE

**carrillo DEAN**  
 Landscape Architecture

7301 Via Correto Dr. • CarrilloDean.com  
 Austin, Texas 78749 • Phone: 512-535-7303



PROJECT NAME  
**BOYCE STREET  
COMMERCIAL**

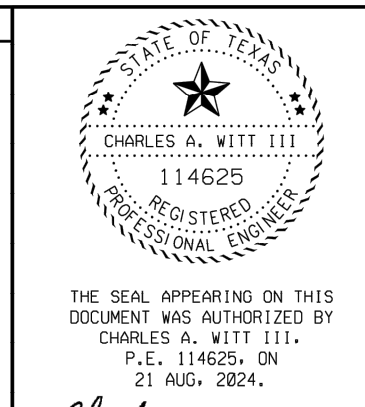
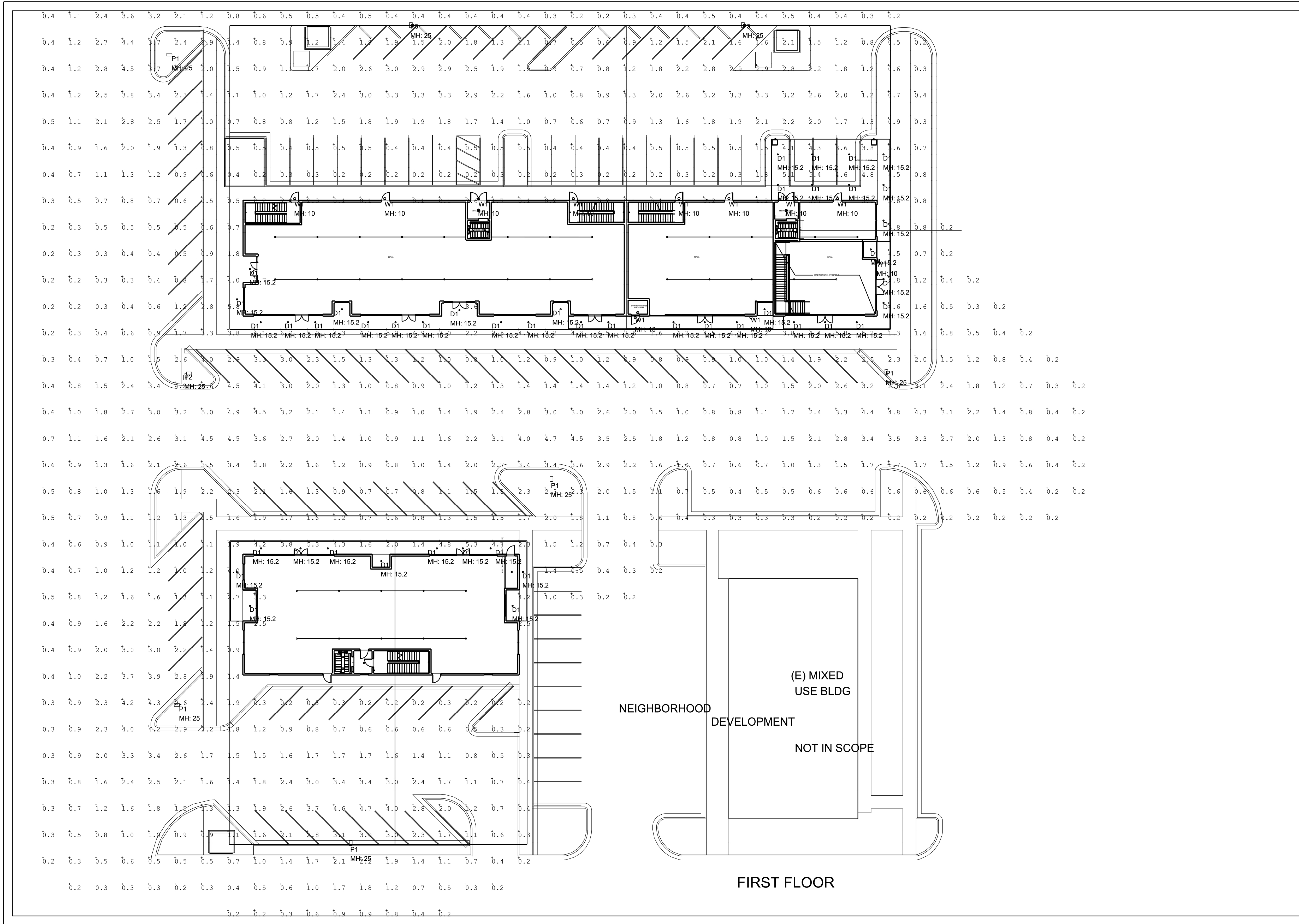
PROJECT ADDRESS  
**101 BOYCE STREET  
MANOR, TX 78653**

DATE 08/27/24	SCALE AS SHOWN	JOB NO. 128-06
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SHEET TITLE  
**LANDSCAPE PLAN**

SHEET NO.  
**L1.1** OF X

PROJECT NO. <u>1168-001-24</u>
DRAWING NO. _____
SHEET <u>24</u> OF <u>27</u>



Charles A. Witt III  
Date

100% SUBMITTAL	Date	Description	Mark
1			



**ENGINEERING SOLUTIONS**  
850 SHELL STONE TRAIL  
GEORGETOWN, TX 78628  
C: 512-639-3131  
CO. # F-15327

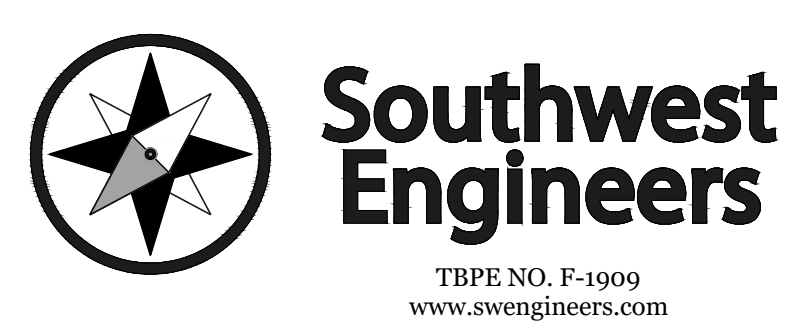
SITE PHOTOMETRIC PLAN  
BOYCE PROJECT

SHEETNUMBER  
**E-002**

FOR REFERENCE ONLY (N.T.S)

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NO.	REVISION	DATE



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**CENTRAL TEXAS**  
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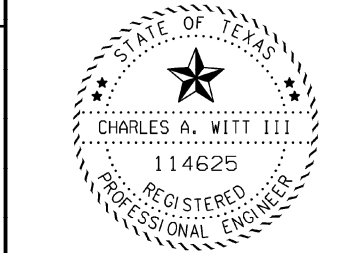
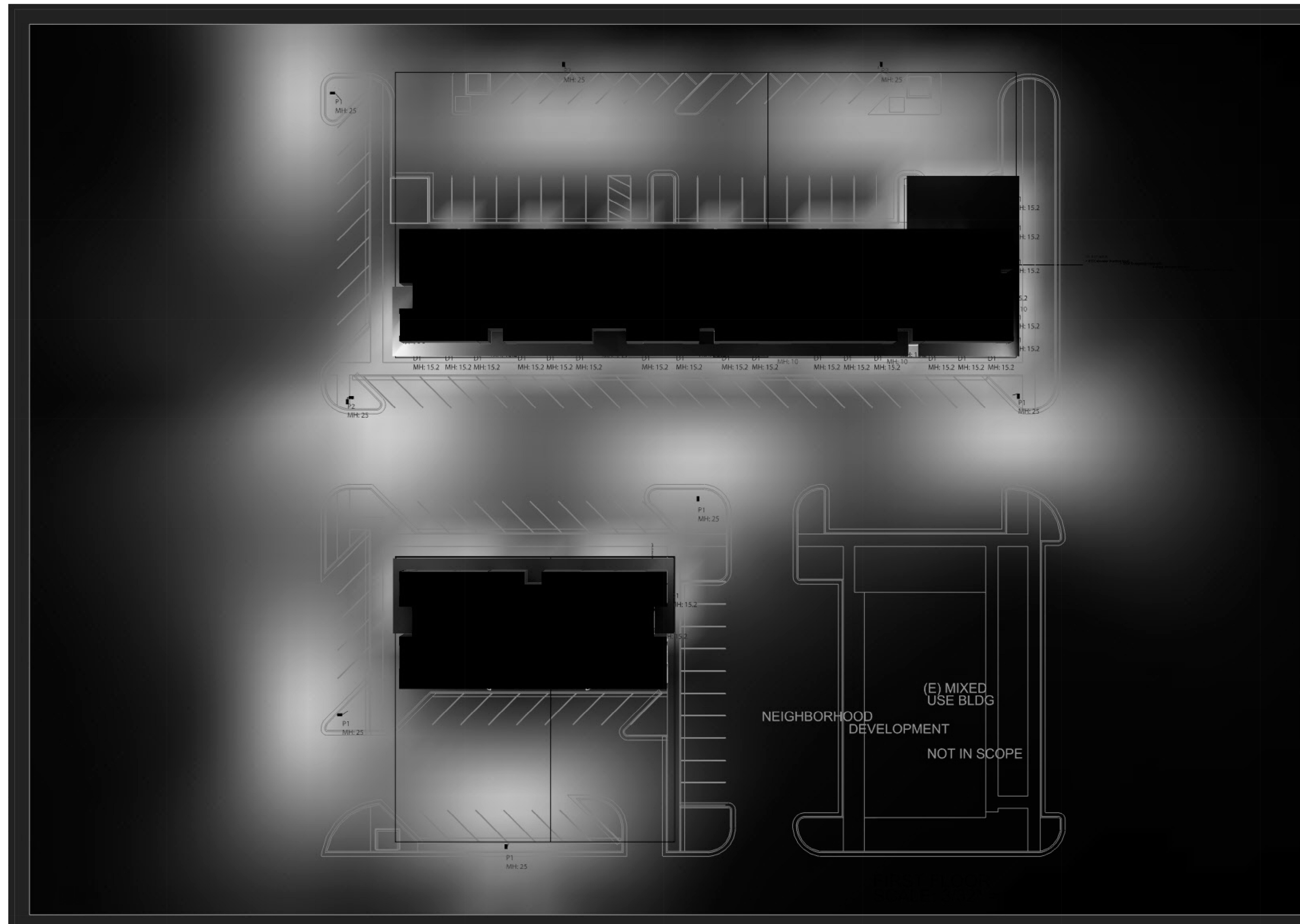
PHOTOMETRIC PLAN (1 OF 2)

**BOYCE STREET MIXED-USE DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24
DRAWING NO. _____
SHEET 26 OF 27

- GENERAL NOTES:
1. NOT FOR CONSTRUCTION PURPOSES.
  2. ALL CALCULATIONS CONTAIN AN ERROR FACTOR OF +/- 10%.
  3. CALCULATION POINT SPACING IS 10' x 10'
  4. ALL CALCULATIONS ARE IN FOOT CANDLE MEASUREMENTS
  5. UNLESS OTHERWISE NOTED - ALL REFLECTANCE VALUES ARE CALCULATED USING THE DEFAULT VALUES OF: PARKING LOT = .2, WALLS = .2, CEILING = .2
  6. FIXTURE MOUNTING HEIGHT: NOTED ON PLAN



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHARLES A. WITT III, P.E. 114625, ON 21 AUG. 2024.

Charles A. Witt III

Mark	Description	Date
1	100% SUBMITTAL	21-AUG-24

**ENGINEERING SOLUTIONS**  
 650 SHELL STONE TRAIL  
 GEORGETOWN, TX 78628  
 C: 512-639-3131  
 CO. # F-15327

SITE PHOTOMETRIC PLAN  
 BOYCE PROJECT

SHEETNUMBER  
**E-003**

Symbol	Qty	Label	Arrangement	MANUFACTURE	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
⊕	45	D1	Single	PRESCOLITE	LBRP-M-LSSL-WD_LBRP-6RD-T-D	0.900	848	9.3	418.5
⊕	5	P1	Single	LSI	MRS-LED-15L-SIL-3-40-70CRI	0.900	15933	111	555
⊕	1	P2	2 @ 90 degrees	LSI	MRS-LED-15L-SIL-4-40-70CRI	0.900	15698	111	222
⊕	2	P3	Single	LSI	MRS-LED-15L-SIL-3-40-70CRI-IL	0.900	10674	111	222
⊕	11	W1	Single	SAGE	RWC-ADA-FS-BK (4000K)	0.900	622	9.4	103.4

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
BOYCE PROJECT FULL SITE CALC_Planar	Illuminance	Fc	1.55	6.7	0.1	15.50	67.00

FOR REFERENCE ONLY (N.T.S)

NO.	REVISION	DATE

**Southwest Engineers**  
 TBPE NO. F-1909  
 www.swengineers.com

**HEADQUARTERS**  
 307 Saint Lawrence Street, Gonzales TX 78629  
 P: 830.672.7546 F: 830.672.2034

**CENTRAL TEXAS**  
 205 Cimarron Park Loop, Ste. B, Buda TX 78610  
 P: 512.312.4335

**WARNING**  
 IF THIS BAR DOES NOT MEASURE 1" THE DRAWING IS NOT TO SCALE

DRAWN BY: APCG / BS

CHECKED BY: HCD

PHOTOMETRIC PLAN (2 OF 2)

**BOYCE STREET MIXED-USE DEVELOPMENT**  
 101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. <u>1168-001-24</u>
DRAWING NO. _____
SHEET <u>27</u> OF <u>27</u>

O:\CompanyData\Clients\1168 - BullBluck\001-24\_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001\_PHOTOMETRIC.dwg -- Layout: "PHOTOMETRIC PLAN (2 OF 2)" -- Wed, Sep 04, 2024, 11:25am. By: and.cantu

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Jones, Economic Development Director  
**DEPARTMENT:** Economic Development

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Chapter 380 Grant Agreement to Jiwon Jung owner of the property located at 107 W. Boyce Street to provide development incentives for the development of the property and employment opportunities.

### BACKGROUND/SUMMARY:

This Chapter 380 Grant Agreement is for one tract of land located at 107 W. Boyce Street owned by Jiwon Jung which is part of a larger development known as the Boyce PJT Development that consists of three tracts of land and two property owners, Jiwon Jung and Build Block, Inc. The three tracts that make up the Boyce PJT Development each have their own individual Chapter 380 Grant Agreement due to ownership and as requested by property owner, Jiwon Jung, to allow for an assignment of the rights and obligations of the Chapter 380 Grant Agreement if the property is sold. Both owners consent to have one development covered by three separate development agreements.

This Chapter 380 Grant Agreement arises under a concurrent development agreement for the property and provides for assignment if owner sells the property to BB Boyce, LLC.

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

- Chapter 380 Grant Agreement – 107 Boyce Street

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Chapter 380 Grant Agreement for 107 Boyce Street as presented.



**THE STATE OF TEXAS**                                 §  
   §  
   §         **Chapter 380 Grant Agreement**  
   §         **Project – 107 W. BOYCE STREET**  
**COUNTY OF TRAVIS**                                 §         **MIXED-USE**  
  **DEVELOPMENT**

**THIS CHAPTER 380 GRANT AGREEMENT** for a development project located at 107 W Boyce (hereinafter, this “Agreement”) is executed by and between **JIWON JUNG** (hereafter referred to as “**OWNER**”) and the **CITY OF MANOR, TEXAS**, a home-rule city and municipal corporation of Travis County, Texas (hereinafter, the “**CITY**”).

**W I T N E S S E T H:**

**WHEREAS**, the CITY has established an Economic Development Policy (hereinafter, the “Policy”) pursuant to Chapter 380, Texas Local Government Code, to provide for a grant of economic development incentives to new or expanding businesses in Trinidad under the terms and conditions of this Agreement; and

**WHEREAS**, the City has determined that the OWNER qualifies for economic development incentives under the Policy, subject to the terms and conditions of this Agreement; and

**WHEREAS**, the Property is not located within a tax increment financing district;

**WHEREAS**, the OWNER owns/leases the following described property: approximately .395 acres of property located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (hereinafter, the “Property,” and further defined herein); and

**WHEREAS**, the OWNER will install or cause to be installed approximately \$4.5 million in capital improvements on the Property; and

**WHEREAS**, the OWNER made application to the CITY for an economic incentive related to the construction of a buildings of approximately 18,600 square feet on the Property (hereinafter, the “Facility,” and further defined herein); and

**WHEREAS**, the construction of the Facility, the relocation of the OWNER to the Property, and operation of the Business Operations on the Property will promote economic development of the CITY, encourage businesses to locate and expand in the CITY, and increase opportunities for increased property tax and employment; and

**WHEREAS**, the Parties agree that the OWNER must fulfill its obligations under this Agreement in order for the CITY to pay the Chapter 380 Grant (herein defined); and

**WHEREAS**, Chapter 380 of the Texas Local Government Code provides statutory authority for granting the economic incentives and administering the Policy provided herein; and

**WHEREAS**, the City Council finds that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, the CITY and the OWNER, for and in consideration of the mutual premises and promises contained herein, the receipt and sufficiency thereof is hereby acknowledged, do hereby agree, covenant and contract as set forth below:

**I.**  
**Definitions**

- A. **“Business Operations”** refers to the OWNER’S business operating on the Property.
- B. **“Business Personal Property”** is defined as tangible personal property, materials, supplies, equipment, inventory, fixtures, or other personal property that are attributable to the Business Operations and located at the Premises and to the structures and uses present on the Property subject to ad valorem taxes, and that are not included in the definition of real property is Section 1.04(2) of the Texas Tax Code, as amended.
- C. **“Calendar Year”** means the twelve month period of time that begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> of the same numbered year.
- D. **“Chapter 380 Grant”** is defined as the the economic incentive payment further described in Article V, not to exceed the Maximum Grant Amount.
- E. **“Certificate of Occupancy”** means the final certificate of occupancy issued by the City for the Facility.
- F. **“Eligible Property”** is defined as the Property, all real property improvements affixed to the Property and business property located thereon.
- G. **“Facilities”** means the building totaling approximately 18,600 square feet, suitable for the Business Operations, constructed on the Property in accordance with the CITY-approved plans, and applicable local, state, and federal regulations, out of which the Business Operations will be conducted.
- H. **“Full-time Employee or FTE”** is defined as an employee or on-site independent contractor of the OWNER or its tenants or subtenants whose assigned work location is at the Property in the City of Manor and is working at least a thirty (30)-hour work week. An “on-site independent contractor” is a person who regularly performs work on the Property on average of thirty (30) hours per week. Multiple part-time employees shall be the equivalent of one Full-Time Employee so long as the aggregate number of hours regularly worked by the part-time employees counted toward a Full-Time Employee meets or exceeds thirty (30) hours per week on average.
- I. **“Grant Criteria”** is defined as the criteria set forth in Article IV that the OWNER must meet to receive the Chapter 380 Grant defined in Article V.

- J. **“Maximum Grant Amount”** shall mean the the total amount of payments paid to OWNER under this Agreement, whether by Sales Tax Rebate, Real Property Tax Rebate, or combination thereof, in the schedule provided in Section V.A.1 herein and in an amount not to exceed \$354,547.00.
- K. **“Ongoing Documentation”** is defined as copies of the following documents for the tax year for which a Chapter 380 Grant is sought: (1) proof of compliance with Section IV.A(2); (2) proof that the OWNER or its tenants or subtenants whose assigned work location is at the Property has employed the number of FTE’s required by this Agreement; (3) proof of payment ad valorem and business personal property taxes; and (4) the 380 Grant Certification described in Article VI. The CITY may reasonably request additional records to support the information shown in the Ongoing Documentation and compliance with the applicable Grant Criteria.
- L. **“Ongoing Grant Criteria”** is defined as the criteria the OWNER is required to meet for payment of Chapter 380 Grants after Year 1, which are set forth in Section IV.A(2).
- M. **“Premises”** are defined as the real property (land and improvements) located on the Property.
- N. **“Project”** is defined to mean the Facility, together with all other accessory and permitted uses on the Property, upon which the Business Operations will be conducted.
- O. **“Property”** is defined as that certain .395 acre tract, being more particularly described in **Exhibit A**.
- P. **“Annual Incentive Payment(s)”** means the quarterly Sales Tax Rebate and Real Property Tax Rebate for the four calendar quarters in each of the three (3) full Calendar Years that follow the first Sales Tax Rebate Payment.
- Q. **“Real Property Improvements”** are defined as improvements to the Property, which shall include the Project and any other buildings, structures or fixtures erected or affixed to land on the Property that are included in the definition of real property set forth in Section 1.04(2), Texas Tax Code as amended.
- “Real Property Tax Rebate”** means the percentage of Real Property Taxes paid by the OWNER and actually received by the City and paid to the OWNER pursuant to Section V.A.1.
- R. **“Real Property Taxes”** shall mean the ad valorem tax assessed on the Eligible Property or a portion thereof, as appropriate, appraised by the Travis Central Appraisal District.
- S. **“Sales Tax”** means, as of the Effective Date, the levied 1.5% sales tax for commercial activity on the Property less the 0.5% sales tax enacted by the City of property tax reduction, equaling a total of 1.0% sales tax.
- T. **“Sales Tax Rebate”** means the percentage of Sales Tax paid by the OWNER and actually received by the City and paid to the OWNER pursuant to Section V.A.1.

- U. **“Threshold Documentation”** is defined as copies of the following documents: (1) proof of compliance with Section IV.A(1); (2) proof that the OWNER has employed the number of FTE’s required by this Agreement; (3) proof that \$4.5 million in Real Property Improvements were constructed on the Property (provided by receipts); (4) proof that \$200,000 in furniture, fixtures, and equipment have been invested in and exist at the Project (receipts and visual inspection); (5) proof that the Certificate of Occupancy for the Facility and documentation acceptable to the CITY demonstrating that the Facility was installed and completed on the Property, but not later than December 31, 2027 (6) the OWNER has employed the number of FTE’s required by this Agreement; and (7) the 380 Grant Certification described in Section VI.A. The CITY may request additional records to support the information shown in the Threshold Documentation or compliance with this Agreement.
- V. **“Threshold Grant Criteria”** is defined as the criteria the OWNER is required to meet for payment of Chapter 380 Grants to be paid, which are set forth in Section IV A(1).
- W. **“Year 1”** is defined as the tax year following the date on which the Facility is constructed and completed on the Property, a Certificate of Occupancy is issued for the Facility, and the OWNER begins Business Operations with the required number of FTE’s.

## II.

### General Provisions

- A. The Eligible Property is not in an improvement project financed by tax increment bonds.
- B. The Eligible Property is not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.
- C. It is acknowledged and agreed by the parties that the completion of the Project is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the City.

## III.

### Representations and Warranties

- A. The CITY hereby represents and warrants to the OWNER that the CITY has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary CITY proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the CITY, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.
- B. The OWNER hereby represents and warrants to the CITY that the OWNER has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by the OWNER’s

governing body or authority by all actions necessary to bind the OWNER to his Agreement. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of OWNER, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity. OWNER represents and warrants that OWNER is a registered business in the State of Texas.

#### IV.

#### Performance Criteria

##### A. Grant Criteria.

##### B.

1. **Threshold Grant Criteria.** The following events must occur for the OWNER to receive the Chapter 380 Grant described in Article V:
  - a. The OWNER constructs at least \$4.5 million in Real Property Improvements on the Property and \$200,000 in furniture, fixtures, and equipment investment being utilized in the businesses located at the Property.
  - b. The OWNER completes and obtains a Certificate of Occupancy for the Facility not later than December 1, 2027.
  - c. The OWNER commences the Business Operations on the Property and employs at least 8 Full-Time Employees at the Business within 240 days of obtaining the Certificate of Occupancy.
  - d. The OWNER is in compliance with Sections IV.B-D.
  
2. **Ongoing Grant Criteria.** After the first Chapter 380 Grant payment made to the OWNER, the OWNER must comply with the following requirements for each year in which the OWNER seeks a Chapter 380 Grant payment:
  - a. The Facility is continuously open for business during regular business hours and Business Operations are conducted at the Facility.
  - b. Tenants/Subtenants/Occupants of the Business Operations portion of the Property employ the following minimum number of Full Time Employees at the Business:
    1. 8 Full Time Employees with an average annual salary of \$40,000 (see I above).
  - c. The OWNER is in compliance with Section IV.B-D.
  
- C. The Project shall conform to the applicable building codes, zoning ordinances, plans approved by the jurisdiction issuing permits for the Project, and all other applicable Federal and State Laws, ordinances, and regulations.
  
- D. The OWNER shall not allow the ad valorem taxes, or business personal property owed to CITY or the Travis Consolidated Independent School District (hereinafter, the "District") on any real property or business personal property owned by OWNER and located within the City of Manor or the District to become delinquent beyond the last day they can be paid without assessment of penalty. Notwithstanding the foregoing the OWNER may contest

and appeal any and all taxes/ad valorem taxes associated with the Property and owed to the District or any other applicable governmental entity, and during such appeal/contest the OWNER shall not be required to pay taxes/ad valorem taxes associated with the Property to the District or any other applicable governmental entity until such time as the contest/appeal is finally and fully resolved, and in such event the City shall not be required to pay the Chapter 380 Grant until the contest/appeal is finally and fully resolved.

- E. The OWNER covenants and certifies that the OWNER does not and will not knowingly and directly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if the OWNER is convicted of a violation under 8 U.S.D. Section 132(a)(f), the OWNER shall repay to the CITY the full amount of Chapter 380 Grants made under Article V of this Agreement. Repayment shall be paid within 120 days after the date following an un appealable conviction of the OWNER, provided, however, the OWNER shall not be liable for a violation by a subsidiary, affiliate, or franchisee of the OWNER or by a person with whom the OWNER contracts including, but not limited to, all tenants and subcontractors.

## V.

### Economic Development Grants

#### A. Chapter 380 Grants.

1. Subject to the terms and of this Agreement, and OWNER's full and timely performance of, and compliance with, each of the applicable Grant Criteria set forth in Article IV, the CITY agrees to pay to OWNER the following Chapter 380 Grant commencing in Year 1 and continuing for each subsequent year up to 9 additional years, provided that the Chapter 380 Grant will cease when the Maximum Grant Amount has been reached:

- Year 1:
  - An amount equal to 100% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 2:
  - An amount equal to 90% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 3:
  - An amount equal to 80% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.

- Year 4:
  - An amount equal to 70% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 5:
  - An amount equal to 60% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 6:
  - An amount equal to 50% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 7:
  - An amount equal to 40% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 8:
  - An amount equal to 30% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 9:
  - An amount equal to 20% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.
- Year 10:
  - An amount equal to 10% of the Real Property Taxes received by the City on an annual basis.
  - An amount equal to 50% of the City's 1% local sales tax collected on the sales of the tenants of the Property.

**B. Payment of Annual Chapter 380 Grants**

1. The City shall pay the Real Property Tax Rebate Amount annually and the Sales Tax Rebate quarterly as provided in this Subsection B. To be eligible to receive the Chapter 380 Grant in the years following Year 1, the terms of V.A.1 must be met each year. The OWNER will not be paid the 380 Grant payment for those tax years in which the Ongoing Grant Criteria are not met.

2. Each year on or before April 30, the OWNER shall provide the City the Documentation described in Article VII. The City shall pay the Real Property Tax Rebate Amount annually upon the later to occur of: (i) forty-five (45) days following the date the Documentation is received by the City; or (ii) within forty-five (45) days following the date the Real Property Taxes are received by the City and the OWNER has notified the City that the taxes have been paid; provided that the applicable Grant Criteria as set forth in Article V have been met.
3. After receipt for the Documentation for a particular year, the City shall pay the OWNER the Sales Tax Rebates for the Calendar Year in which the Documentation was provided; provided that the applicable Grant Criteria as set forth in Article V have been met. The Sales Tax received by the City for the twelve (12) calendar quarters of the three Calendar Years beginning with Year 1 will be deposited and paid out to the OWNER, in arrears. The City shall pay each respective Quarterly Incentive Payment to the OWNER on or before the thirtieth (30<sup>th</sup>) day of the month that follows the receipt by the City from the State of Texas of the Sales Tax for the previous calendar quarter within each Calendar Year each year in which the applicable Grant Criteria are met.
4. As a statutory requirement, all payments of Chapter 380 Grants are subject to the CITY's budget and reconciliation procedure.

C. **Maintenance of Books and Records.** The CITY shall maintain complete books and records showing ad valorem taxes received by the CITY from the Property, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of OWNER during normal business hours upon request made not less than five (5) business days prior to the date of the examination. The CITY shall maintain such books and records throughout the term of this Agreement and store the same for four (4) years thereafter.

## **VI.** **Reports, Audits and Inspections**

- A. **Annual Certification and Reports.** The OWNER shall certify in writing to the CITY that the OWNER is in compliance with the terms of this Agreement, and shall provide the CITY with reports and records reasonably necessary to demonstrate fulfillment of the performance criteria set forth in Article IV as follows:
1. **Certification.** OWNER shall complete and certify a 380 Grant Certification in a form substantially similar to that set forth in **Exhibit B**, which shall include the OWNER Threshold or Ongoing Documentation, as appropriate. Such



Documentation and Certification shall be submitted at the time the OWNER pays its respective Real Property Taxes.

2. **FTE Documentation.** The Certification form shall be accompanied by the following minimum reports and records to establish compliance with the minimum FTE requirements set forth in this Agreement:
    - a. A certified payroll list (or functional equivalent for contractors performing services on-site of development) submitted by January 31 of each year which includes a list of all Full-time Equivalent Employees employed by the Employer at the Property during the prior calendar year. The annual employment report must include the following information and must also include a certification verifying that the information provided is true and accurate:
      - i. Name of Reporting Entity
      - ii. Reporting Period
      - iii. Name of Each Employee.
      - iv. Position Title of Each Employee.
      - v. Average Number of Hours Worked Per Week by Each Employee during the Reporting Period.
      - vi. Actual Taxable Compensation Paid to Each Full-Time Employee during the Reporting Period (amount that will be reported in Box 1 of IRS Form W2 Wage & Tax Statement and/or 1099, as appropriate)
  3. **Sales Tax Reports.** The OWNER shall provide or cause to be provided to the City any required permission to access information filed with the State of Texas related to sales taxes collected and remitted to the State of Texas by the OWNER on the Property promptly upon request by the City to allow the City to verify the amount of Sales Tax Rebate to be paid to the OWNER under this Agreement. The City shall not be required to pay the Sales Tax Rebate until the City has received all permissions required to access such information, and the Sales Tax Rebate shall be calculated solely on sales tax receipts that can be verified based on records held by the State of Texas.
  4. **Additional Reports.** The, OWNER shall furnish CITY any additional records and information reasonably requested to support the Grant Criteria and the reports required by this Agreement. The OWNER shall further furnish the CITY with copies of or access to additional information reasonably required to verify the information set forth in the Threshold or Ongoing Documentation.
- B. **Right to Audit Books and Records.** CITY shall have the right to audit the books and records of the OWNER used in generating the reports listed in Article VI(A) above. CITY shall notify the OWNER in advance in writing of their intent to audit in order to allow the OWNER, as applicable, adequate time to make such books and records available (in no event shall the OWNER, as applicable, have less than five (5) business in order to make such books and records available).

- C. **Inspection.** At all times throughout the term of this Agreement, CITY shall have reasonable access to the Property upon providing at least 48 hours' written notice to the OWNER for the purpose of inspecting the Property to ensure that the Facility is designed, constructed and installed in accordance with the terms of this Agreement. Notwithstanding the foregoing, the CITY's inspection of the Property shall not interfere with the operation of the Property.

**VII.**  
**Breach**

- A. **Breach.** A breach of this Agreement may result in termination or modification of this Agreement as provided herein. The following conditions shall constitute a breach of this Agreement:
1. The OWNER fails to meet the performance criteria as specified in Article IV above for a period of two consecutive grant years.
  2. The OWNER falsely certifies that the performance criteria in the Threshold Documentation submitted to the CITY under Article VI has been met.
  3. CITY fails to timely make payments to the OWNER under the terms of this Agreement.
- B. **Notice of Breach.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. 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 pursue a cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous pursuit 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 in writing (such agreement not to be unreasonably withheld). If a default is not cured within the applicable Cure Period, or any extension of the cure period described herein, then the non-defaulting Party may terminate this Agreement, pursue the remedies set forth in this Agreement, as well as any other remedies available in equity or law.
- C. **Repayment of Chapter 380 Grants.** In the event that the OWNER commits a breach of this Agreement according to Section VII.A(2), the OWNER shall pay back to the CITY the Chapter 380 Grant for the tax year for which false certification was submitted within

thirty (30) days of written demand by the CITY. There shall be no repayment obligation for any certification later determined to be substantively incorrect if OWNER relies in good faith on information received from third parties, including tenants and subtenants, as long as OWNER uses proper and reasonable due diligence and professional methods in collecting such information.

- D. **Tax Lien Not Impaired.** It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the Property. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, “property” refers to the Premises and Eligible Property described herein.
- E. **Limitations on Liability.** The CITY shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the CITY shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code. The parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty or governmental immunity on the part of the CITY.
- F. **Personal Liability of Public Officials; No Debt Created.** No employee of the CITY, nor any councilmember or agent of the CITY, shall be personally responsible for any liability arising under or growing out of this Agreement. The Chapter 380 Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by the CITY. Under no circumstances shall the CITY’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

## VIII.

### **Indemnification**

**OWNER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO OWNER’S ACTIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO OWNER OR OWNER’S AFFILIATE’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF OWNER OR OWNER’S AFFILIATE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF OWNER OR OWNER’S AFFILIATE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE**

**PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. OWNER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF OWNER OR OWNER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

**IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY OWNER TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. OWNER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.**

**IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE OWNER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.**

**IX.  
Notice**

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

**OWNER:**

Jiwon Jung  
204 W. 31<sup>st</sup>. Street  
Austin, TX 78705

**With a copy to:**

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**CITY:** City of Manor  
 Attn: Economic Development Director  
 105 E. Eggleston Street  
 Manor, TX 78653  
 sjones@manortx.gov

**With a copy to:** The Knight Law Firm  
 Attn: Veronica Rivera  
 223 E. Anderson Ln.  
 Austin, TX 78752

**X.**  
**City Council Authorization**

This Agreement was authorized by motion and vote of the City Council recorded in the minutes authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

**XI.**  
**Severability**

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**XII.**  
**Estoppel Certificate**

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the party(ies) to receive the certificates.

**XIII.**  
**Standing**

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

**XIV.**  
**Applicable Law**

This Agreement shall be construed under the laws of the State of Texas without regarding to its conflict of laws provisions. Venue for any action under this Agreement shall be the State's District Court of Travis County, Texas. This Agreement is performable in Travis County, Texas.

**XV.**  
**Force Majeure**

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, pandemic, material or labor shortage, strike, civil unrest, governmental action, or any other reason beyond the reasonable control of the respective party, or other casualty or event of a similar nature.

**XVI.**  
**No Other Agreement**

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

**XVII.**  
**Headings**

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XVIII.**  
**Successors and Assigns; Independent Contractor Status**

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

Notwithstanding the foregoing, the City Council hereby agrees and approves Owner assigning this Agreement to BB Boyce, LLC, a Texas limited liability company with respect to all of the Property, so long as the Owner assigns this Agreement in writing and provides the City Manager thirty (30) day's prior written notice of any such assignment. Upon receipt of the executed assignment between Owner and BB Boyce, LLC by the City Manager, the Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement.

OWNER shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements. This Agreement does not create a partnership nor employment relationship with the City.

**XIX.**  
**Counterparts**

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

**XX.**  
**No Third-Party Beneficiaries**

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or the OWNER; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or the OWNER.

**XXI.**  
**Remedies**

Except as provided in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

**XXII.**  
**Term and Termination**

A. A. **Term.**

Unless terminated earlier as provided herein, this Agreement shall terminate upon the earliest occurrence of any one or more of the following: (1) the written agreement of the Parties; or (2) The Agreement's Expiration Date. The Expiration Date shall be the date that the Maximum Grant Amount is paid to OWNER; provided that the following shall survive termination of this Agreement for any reason: ; Article III; Article V; Article VI.B; Article VII; Article VIII; Article XIII, Article XIV, Article XV, Article XVI, Article XVIII, Article XX, and Article XXI.

B. **Termination.**

C. During the term of this Agreement, should the OWNER commit a breach of this Agreement according to the Sections VII.A(1) or (2), the CITY may terminate this Agreement, subject to Section VII.B. In addition, the CITY may terminate the Agreement in the event that the OWNER fails to obtain a Certificate of Occupancy for the Project by December 31, 2027 by giving thirty (30) days' written notice to the OWNER.

**XXVII.**  
**Statutory Verifications**

- D. In accordance with Chapter 2270, Texas Government Code, the CITY may not enter into a contract with a OWNER for goods and services unless the contract contains a written verification from the OWNER that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the OWNER verifies that the OWNER does not boycott Israel and will not boycott Israel during the term of this Agreement.
- E. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the OWNER represents that the OWNER and all wholly owned subsidiary, majority-owned subsidiary, parent OWNER and affiliates of OWNER do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, the OWNER represents that the OWNER and all wholly owned subsidiary, majority-owned subsidiary, parent OWNER and affiliates of OWNER do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase "Discriminates Against a Firearm Entity or Firearm Trade Association" as used in this paragraph have the meanings assigned to the phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" in Section 2274.001(3) of the Texas Government Code, as amended.
- F. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the OWNER represents that neither the OWNER nor any wholly owned subsidiary, majority-owned subsidiary, parent OWNER or affiliate of OWNER (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase "Boycott Energy



Companies” as used in this paragraph have the meanings assigned to the phrase “Boycott Energy OWNER” in Section 809.001 of the Texas Government Code, as amended.

- G. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, OWNER represents that OWNER nor any wholly owned subsidiary, majority-owned subsidiary, parent OWNER or affiliate of OWNER is a OWNER listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. Further, OWNER represents that OWNER nor any wholly owned subsidiary, majority-owned subsidiary, parent OWNER or affiliate of OWNER is a OWNER listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- H. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

## XXVIII.

### Interpretation

The parties to this Agreement have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and neither more for or against any party.

## XXIX.

### Effective Date

This Agreement shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written above.

**JIWON JUNG**

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

**WITNESS:**

\_\_\_\_\_

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

**Acknowledgment**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (*description of identity card or other document*)) to be the person whose name is subscribed to the foregoing instrument.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\_\_\_\_\_  
MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY'S PRINTED NAME

**CITY OF MANOR, TEXAS**

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

\_\_\_\_\_  
CITY MANAGER

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

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
CITY SECRETARY

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
CITY ATTORNEY

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

**THE STATE OF TEXAS**

§  
§  
§

**CITY OF MANOR, TEXAS**

**COUNTY OF TRAVIS**

**Acknowledgment**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF MANOR, TEXAS**, a municipal corporation of Travis and Travis Counties, Texas, and as the \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR

THE STATE OF TEXAS

\_\_\_\_\_  
MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY'S PRINTED NAME

**EXHIBIT A**  
**The Property**

**EXHIBIT B**

**CITY OF MANOR  
CHAPTER 380 AGREEMENT (THE “AGREEMENT”) GRANT REPORT FORM**

**Chapter 380 Grant Certification**

**PROJECT STATUS – THRESHOLD GRANT CRITERIA (provide in Year 1 only)**

Certificate of Occupancy for the Project issued \_\_\_\_\_.

Business Operations commenced on \_\_\_\_\_.

Provide documentation of expenditure of at least \$4.5 million in Real Property Improvements on the Property

Documentation acceptable to the City establishing the number of FTE’s employed at the Facility by the OWNER.

**Please provide each of the following documents as an attachment to this Certification:**

- Proof of payment of the ad valorem and business personal property taxes.
- Documentation acceptable to the City establishing the number of FTE’s employed at the Facility by the OWNER.

**CERTIFICATION**

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Chapter 380 Grant Certification are true and accurate and in compliance with the terms of the Chapter 380 Agreement with the City of Manor. I further certify that to the best of my knowledge and belief, I am have met the requirements of the Threshold Grant Criteria, as that terms is defined in the Agreement applicable to the mixed use building project.

\_\_\_\_\_  
Printed Name and Title of Certifying Officer

\_\_\_\_\_  
Signature of Certifying Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

NOTE: This Chapter 380 Grant Certification shall be filed with the City prior to the payment of the Chapter 380 Grant.

**EXHIBIT C****CONSENT TO ASSIGNMENT AND ASSIGNMENT**

**THIS CONSENT TO ASSIGNMENT AND ASSIGNMENT** (“Assignment”) is made in connection with the Chapter 380 Agreement Project – 107 Boyce Street Mixed-Use Development entered into by and between **JIWON JUNG** and **THE CITY OF MANOR, TEXAS**, a Texas municipal corporation, effective the \_\_\_ day of \_\_\_\_\_, 2025 (the, “107 Boyce 380 Agreement”), regarding the Property, Real Property Improvements, and Facilities, as defined in the 107 Boyce 380 Agreement (the “Property”).

**R E C I T A L S**

A. Whereas, Jiwon Jung (the, “Assignee”) as heretofore sold, conveyed, and transferred all right and title in the Property to BB Boyce, LLC, a \_\_\_\_\_ limited liability company (the, “Assignees”); and

B. Whereas, the Property is the subject of the rights, benefits and obligations under the 107 Boyce 380 Agreement (the, “380 Obligations”); and

C. Whereas, The Assignor and Assignees have intended that the 380 Obligations be assigned to the Assignees and the Assignees have accepted the assignment of the Development Rights; and

D. Whereas, the City Council of the City of Manor, Texas, has consented to this assignment so long as the assignment has been consummated before the \_\_\_ day of \_\_\_\_\_, 20\_\_ .

The undersigned, does hereby consent and agree as follows:

1. The City of Manor, Texas, consents to the assignment and transfer by Assignor to Assignees of a all rights, title, interest and benefits of Assignor under the 107 Boyce 380 Agreement.
2. Assignor assigns to Assignees all rights, title, interest, and benefits of Assignor under the 107 Boyce 380 Agreement.
3. Assignees accepts all rights, title, interest, and benefits of Assignor under the 107 Boyce 380 Agreement.
4. Nothing herein is intended to change any other terms or provisions of the 107 Boyce 380 Agreement, which shall remain in full force and effect.

5. This Assignment may be executed in any number of counterpart copies, each of which counterparts shall be deemed an original for all purposes.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Assignment is executed and delivered to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF MANOR, TEXAS**

By:

\_\_\_\_\_

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

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

**ASSIGNOR:  
JIWON JUNG**

\_\_\_\_\_

**ASSIGNEE:  
BB Boyce, LLC**  
a \_\_\_\_\_ limited liability company

By:

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Yalondra M. Valderrama Santana, Manager  
**DEPARTMENT:** Heritage & Tourism

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances Appendix A Fee Schedule by repealing existing sections A5.002 and A5.003 relating to parks and special event rental fees; adopting new section A5.002 relating to parks and amenities rental fees; adopting new section A5.003 relating to special event rental fees; amending section A5.004 relating to film projects using city property fees; adopting new section A5.007 relating to equipment rental and fees for staff services; providing for an effective date, savings, severability, and open meetings clauses; and providing for related matters.

**BACKGROUND/SUMMARY:**

The City Council postponed this item and requested that the City’s Park Committee provide input on the proposed fee revisions and increases. The Park Committee met on October 1<sup>st</sup> and reviewed and revised the ordinance drafted by City staff. The changes proposed to the Fee Schedule reflect a structure which better accounts for the costs associated with special activities utilizing city parks, park amenities, other city property, and City personnel time. The changes revise certain existing fees or establish new use categories and assign a fee. The proposal also establishes a fee for processing applications to use city property for certain activities. Attached is the revised ordinance with Park Committee input for City Council consideration.

**LEGAL REVIEW:** Yes, Irene Montelongo and Veronica Rivera, Assistant City Attorneys  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Ordinance redline
- Ordinance No. 762

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve Ordinance No. 762 amending Manor Code of Ordinances Appendix A, Fee Schedule as presented.

## CITY OF MANOR, TEXAS

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

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING MANOR CODE OF ORDINANCES APPENDIX A FEE SCHEDULE BY REPEALING EXISTING SECTIONS A5.002 AND A5.003 RELATING TO PARKS AND SPECIAL EVENT RENTAL FEES; ADOPTING NEW SECTION A5.002 RELATING TO PARKS AND AMENITIES RENTAL FEES; ADOPTING NEW SECTION A5.003 RELATING TO SPECIAL EVENT RENTAL FEES; AMENDING SECTION A5.004 RELATING TO FILM PROJECTS USING CITY PROPERTY FEES; ADOPTING NEW SECTION A5.007 RELATING TO ~~FACILITIES AND PROPERTY RENTAL PERMIT FEES; ADOPTING NEW SECTION A5.008 RELATING TO~~ EQUIPMENT RENTAL AND FEES FOR STAFF SERVICES; PROVIDING FOR AN EFFECTIVE DATE, SAVINGS, SEVERABILITY, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the “City”) growth and development brings the increased use of City parks, streets, properties, and equipment, and personnel for special gatherings; and

WHEREAS, the gatherings provide entertainment, professional, sports and educational opportunities for residents and businesses and require the use of eCity resources; and

WHEREAS, to best ensure the gatherings are conducted to the enjoyment of residents and success of businesses, the eCity allows for rental of eCity spaces, equipment, and venues and when necessary, allows the use of certain City personnel; and

WHEREAS, given the increase in frequency and types of gatherings being offered across the eCity, the comprehensive fee and rate structure herein applicable to the use of City parks applicable to the conduct of special events, captures the scope of eCity resources being utilized to support such gatherings, and is designed to enable the eCity to recover the costs incurred in delivering such support; and

WHEREAS, the City Council of the City (the “City Council”) has determined that the proposed provisions are reasonable and necessary;

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

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

**Section 2. Amendment of Code of Ordinances.** The City Council hereby amends Appendix A, Fee Schedule, Article A5.000 (Administrative and Miscellaneous Fees) of the Manor Code of Ordinances (the “Fee Schedule”) by repealing existing Section A5.002 and adopting a new Section

A5.002 reflecting specific and general fees relating to parks and amenities in the form of two tables; repealing existing A5.003 and adopting a new Section A5.003 detailing special event permit fees; amending A5.004 to increase the application fee and to specify that fees for other categories in the section apply daily; and adopting new Sections A5.007 ~~relating to facilities and properties rental permit fees and A5.008~~ relating to equipment rental fees and staff fees as set forth below.

(a) Sec. A5.002 ~~Park rental permit fees~~—REPEALED of the Fee Schedule is hereby amended in its entirety to read as follows:

~~Sec. A5.002 Park rental permit fees.~~

~~The following fees and charges are established and shall be collected for all City of Manor Park rentals. Deposits may be refunded minus city staff costs if required:~~

- ~~(1) Up to four hours: \$75.00.  
Maintenance deposit: \$75.00.~~
- ~~(2) Four to eight hours: \$100.00.  
Maintenance deposit: \$100.00.~~
- ~~(3) Per day: \$125.00.  
Maintenance deposit: \$125.00.~~
- ~~(4) Debris removal: \$50.00~~

~~Cancellation fee (less than 48 hours before event): 50 percent of total fee paid non-refundable.~~

**“Sec. A5.002 Parks & amenities rental permit fees.**

(1) The following fees and charges are established and shall be collected for all City of Manor Park rentals.

Parks	Amenities	Fees	Rental Length
<b>Jennie Lane Park</b>	<del>Pavilions</del>	<del>\$25</del>	<del>per 2 hours</del>
	<del>Picnic Tables</del>	<del>-</del>	<del>-</del>
	Parking Lot Only*	\$50	All Day
	<del>Full Park Pavilion, Gazebo &amp; Green Space</del>	<del>\$100</del>	<del>0-4 hours</del>
		<del>\$150</del>	<del>4 hours-6 hours</del>
	<del>\$200</del> <u>125</u>	All Day	
<b>Timmermann Park</b> <del>—Area 1</del>	Pavilions + & Green Area Space	<del>\$50</del> <u>125</u>	<del>per 2 hours</del> <u>All Day</u>
	<del>Picnic Tables</del>	<del>-</del>	<del>-</del>

	Parking Lot Only*	\$50	All Day
	Full Park	\$150	0-4 hours
		\$200	4 hours-6 hours
		\$250	All Day
<b>Timmermann Park – Area 2</b>	Open Space	\$50	per 2 hours
<b>All Other Parks &amp; Trails</b>	Pavilions	-	-
	Picnic Tables	-	-
	Parking Lot Only*	\$50	All Day
	Full Park	\$100	0-4 hours
		\$150	4 hours-6 hours
\$200/125		All Day	

\*This includes closure or obstruction of the parking lot, street parking, public street(s) or rights-of-way.

(2) Additional Parks & Amenities Rental Fees:

Services	Fees
Electricity	\$25
Water	\$25
<del>Debris Removal/Event</del> Maintenance	\$75
Administrative Cancellation Fees	<u>\$2550% of total paid fees</u>

”

(b) Sec. A5.003 ~~Special event permit fees. REPEALED~~ of the Fee Schedule is hereby amended in its entirety to read as follows:

**Sec. A5.003 Special event permit fees.**

The following fees and charges are established and shall be collected for all special events:

- ~~(1) Park rental fees as provided in section A5.002, excluding maintenance deposit.~~
- ~~(2) Closure or obstruction of public street or right of way, including parking lots and on-street parking: \$50.00 per block.~~
- ~~(3) City staff maintenance: \$40.00/hour minimum per staff member (minimum two hours).~~
- ~~(4) City vehicle use: \$30.00 per hour.~~
- ~~(5) Barricades: \$125.00~~

~~(6) Cancellation fee (less than 48 hours before event): 50 percent of total fee paid non-refundable.~~

**“Sec. A5.003 Special event permit fees.**

(1) The following fees and charges are established and shall be collected for all special events:

Services	Fees
Application Processing <u>fee for Temporary Gatherings, Walking or Running Events, and Parades</u>	\$50
Block Party Application Processing	\$10
Street/ <u>Parking Lot</u> Closure Application Processing	\$10

Note: Application processing fees are non-refundable.

Services	Fees <u>(Per Day/Per Event)</u>	Details
<b>Temporary Gathering</b> <u>(local business)</u>	\$200	Per Day/Per Event Use of city properties, <del>parks, trails,</del> facilities, parking lot space, road closure, city equipment, and staff may be an additional charge
<u>Temporary Gathering</u>	<u>\$1,500</u>	<u>Use of city properties, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge</u>
<b>Block Party</b>	\$25	Per Day/Per Event Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge
<b>Street Closure</b>	\$50	Per Street/Per Day/Per Event
<b>Walking or Running Events</b>	\$100	Per Day/Per Event Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge

<b>Parade</b>	\$150	Per Day/Per Event  Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge
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(2) Additional Special Rental Fees:

Services	Fees
<del>Electricity</del>	<del>\$25</del>
<del>Water</del>	<del>\$25</del>
<del>Debris Removal/Event</del> Maintenance	\$75
Administrative Cancellation Fees	50% of total paid fees

(23) The following fees and charges are established for vendors in association with a special event:

Services-Vendor Category	Definition	Fees
<b>Food Vendors</b>	<p>Food-based vendor that provides hot and ready-to-eat foods, cottage foods, or temperature-controlled foods. NOT including Food Trucks.</p> <p>Cottage Food Vendors must follow the Texas Cottage Food Law. (Texas Health &amp; Safety Code Chapter 437; Title 25 Texas Administrative Code Chapter 229, Subchapter EE).</p> <p>A <i>cottage food production operation</i> is defined as an individual operating out of the individual’s home who:</p> <p>- Produces any of the following at their home:</p> <ul style="list-style-type: none"> <li>▪ A baked good that is not a time and temperature control for safety food (TCS food)</li> <li>▪ Candy,</li> <li>▪ Coated and uncoated nuts,</li> <li>▪ Unroasted nut butters,</li> <li>▪ Fruit butters,</li> <li>▪ Canned jam or jelly, fruit pie,</li> <li>▪ Dehydrated fruit or vegetables, including dried beans,</li> <li>▪ Popcorn and popcorn snacks,</li> <li>▪ Cereal, including granola,</li> <li>▪ Dry mix,</li> <li>▪ Vinegar,</li> </ul>	\$50

	<ul style="list-style-type: none"> <li>▪ Pickled fruit or vegetables, including beets and carrots, that are preserved in vinegar, brine, or a similar solution at an equilibrium pH value of 4.6 or less,</li> <li>▪ Mustard,</li> <li>▪ Roasted coffee or dry tea,</li> <li>▪ A dried herb or dried herb mix,</li> <li>▪ Plant-based acidified canned goods,</li> <li>▪ Fermented vegetable products, including products that are refrigerated to preserve quality,</li> <li>▪ Frozen raw and uncut fruit or vegetables, and any other food that is not a TCS food.</li> </ul> <p>- Has an annual gross income of \$50,000 or less from the sale of the described foods.</p> <p>- Sells the foods produced directly to consumers.</p> <p>- Delivers products to the consumer at the point of sale or another location designated by the consumer.</p>	
<b>Food Truck</b>	Food Truck vendors that provide hot and ready-to-eat foods, cottage foods, or temperature-controlled foods from a vehicle.	\$75
<b>Art &amp; Crafts Vendor</b>	Arts and crafts vendor whose product is made by the owner or employees associated with the business. No resale items.	\$25
<b>Commercial/Business Vendor</b>	Commercial or home-based business that wishes to collect payment for memberships, advertise business services, and/or sell products. Examples: Include but are not limited to direct sales business, membership-based business ( <i>i.e.</i> , Sam’s Club, fitness business, etc.), selling of resale items such as light-up toys, etc.	\$50
<b>Specialty Vendor</b>	Business that charges a fee for services offered at an event. This includes, but is not limited to, face painting, professional photography, spas, etc.	\$50
<b>Non-Profit/Community Groups</b>	Local non-profit organization that offers a value-added activity/program to the event. Vendor may advertise information regarding the non-profit but cannot exchange money.	\$0

”

(c) Sec. A5.004 of the Fee Schedule is hereby amended in its entirety to read as follows:



**“Sec. A5.004 Film projects using city property.**

- (a) Application fee: \$30.00
- (b) Use of city-owned real estate:

Activities	Fees <u>(per day)</u>
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500.00 <del>per day</del>
Partial, nondisruptive use of a public building, park, right-of-way, or public area	\$250.00 <del>per day</del>
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for film purposes)	\$50.00 per block <del>per day</del>
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for film purposes)	\$25.00 per block <del>per day</del>
Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles).	\$50.00 per block or lot <del>Per day</del>

”

(d) Sec. A5.007 of the Fee Schedule is hereby added to read as follows:

**“Sec. A5.007 Facilities and Properties Rental Permit Fees.**

Services	Fees
<del>Application Processing</del>	<del>\$25</del>

~~Application processing fees are non-refundable.~~

Services	Fees	Rental Length
<del>City Hall Parking Lot</del>	<del>\$75</del>	<del>Full Day</del>
<del>East Manor Dev. #1—Bldg 1</del>	<del>\$150</del>	<del>Half Day</del>
	<del>\$350</del>	<del>Full Day</del>
	<del>\$150</del>	<del>Deposit</del>
<del>East Manor Dev. #1—Bldg 2</del>	<del>\$150</del>	<del>Half Day</del>
	<del>\$350</del>	<del>Full Day</del>
	<del>\$150</del>	<del>Deposit</del>
<del>East Manor Dev. #1—Open Field</del>	<del>\$400</del>	<del>Full Day</del>

East Manor Dev. #1—Bldg 2 & Open Field	\$1,000	Full Day
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**Additional Facilities & Properties Rental Fees:**

Services	Fees
Electricity	\$50
Water	\$25
Debris Removal/Maintenance	\$75
Administrative Cancellation Fees	50% of total paid fees

**Sec. A5.008-Additional Equipment Rental Fees and Staff Fees.**

Services	Fees	Details
<b>Barricades</b>	<del>\$150</del> 125 (up to 6) <del>\$200</del> (<than 6 & up to 10)	Per event/Per Day  Required for all street/parking/area closures.
<b>City Vehicle Use</b>	\$30	Per hour/Per Vehicle  Added if the vehicle is utilized for any other reason than transporting staff. For example: transport equipment, block roads, etc.
<b>Outdoor Movie Set-Up</b>	<del>\$300</del>	<del>Per day &amp; per event</del>  <del>Includes movie screen, PA system, and projector with Bluetooth capabilities. It does not include the movie, movie license, and/or movie player.</del>
	<del>\$150</del>	<del>Deposit</del>
<b>Popcorn Machine</b>	\$50	<del>Per day &amp; per event</del>  <del>Does not include the popcorn or related supplies.</del>
<b>Public Work Staff</b>	\$40	Fee per staff member/Per hour (2 hours minimum)  If staff needs to be present, call-out, set-up and/or tear down equipment for the event.

<b>Community Development Staff</b>	\$40	Fee per staff member/Per hour (2 hours minimum)  If staff provides any event planning/organizing/building/coordinating/marketing services.
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**Section 3. Amendment of 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, the terms and provisions of this Ordinance shall control.

**Section 4. Savings Clause.** All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting fees or charges which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 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 hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was considered and passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, 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** on this \_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO. 762**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING MANOR CODE OF ORDINANCES APPENDIX A FEE SCHEDULE BY REPEALING EXISTING SECTIONS A5.002 AND A5.003 RELATING TO PARKS AND SPECIAL EVENT RENTAL FEES; ADOPTING NEW SECTION A5.002 RELATING TO PARKS AND AMENITIES RENTAL FEES; ADOPTING NEW SECTION A5.003 RELATING TO SPECIAL EVENT RENTAL FEES; AMENDING SECTION A5.004 RELATING TO FILM PROJECTS USING CITY PROPERTY FEES; ADOPTING NEW SECTION A5.007 RELATING TO EQUIPMENT RENTAL AND FEES FOR STAFF SERVICES; PROVIDING FOR AN EFFECTIVE DATE, SAVINGS, SEVERABILITY, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas (the “City”) growth and development brings the increased use of City parks, streets, properties, and equipment, and personnel for special gatherings; and

**WHEREAS**, the gatherings provide entertainment, professional, sports and educational opportunities for residents and businesses and require the use of City resources; and

**WHEREAS**, to best ensure the gatherings are conducted to the enjoyment of residents and success of businesses, the City allows for rental of City spaces, equipment, and venues and when necessary, allows the use of certain City personnel; and

**WHEREAS**, given the increase in frequency and types of gatherings being offered across the City, the comprehensive fee and rate structure herein applicable to the use of City parks applicable to the conduct of special events, captures the scope of City resources being utilized to support such gatherings, and is designed to enable the City to recover the costs incurred in delivering such support; and

**WHEREAS**, the City Council of the City (the “City Council”) has determined that the proposed provisions are reasonable and necessary;

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

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

**Section 2. Amendment of Code of Ordinances.** The City Council hereby amends Appendix A, Fee Schedule, Article A5.000 (Administrative and Miscellaneous Fees) of the Manor Code of Ordinances (the “Fee Schedule”) by repealing existing Section A5.002 and adopting a new Section A5.002 reflecting specific and general fees relating to parks and amenities in the form of two tables; repealing existing A5.003 and adopting a new Section A5.003 detailing special event permit fees; amending A5.004 to increase the application fee and to specify that fees for other categories

in the section apply daily; and adopting new Section A5.007 relating to equipment rental fees and staff fees as set forth below.

(a) Sec. A5.002 of the Fee Schedule is hereby amended in its entirety to read as follows:

**“Sec. A5.002 Parks & amenities rental permit fees.**

(1) The following fees and charges are established and shall be collected for all City of Manor Park rentals.

<b>Parks</b>	<b>Amenities</b>	<b>Fees</b>	<b>Rental Length</b>
<b>Jennie Lane Park</b>	Parking Lot Only*	\$50	All Day
	Pavilion, Gazebo & Green Space	\$125	All Day
<b>Timmermann Park</b>	Pavilion & Green Space	\$125	All Day
	Parking Lot Only*	\$50	All Day
<b>All Other Parks</b>	Parking Lot Only*	\$50	All Day
	Full Park	\$125	All Day

\*This includes closure or obstruction of the parking lot, street parking, public street(s) or rights-of-way.

(2) Additional Parks & Amenities Rental Fees:

<b>Services</b>	<b>Fees</b>
Event Maintenance	\$75
Administrative Cancellation Fee	50% of total paid fees

”

(b) Sec. A5.003 of the Fee Schedule is hereby amended in its entirety to read as follows:

**“Sec. A5.003 Special event permit fees.**

(1) The following fees and charges are established and shall be collected for all special events:

<b>Services</b>	<b>Fees</b>
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Application Processing fee for Temporary Gatherings, Walking or Running Events, and Parades	\$50
Block Party Application Processing	\$10
Street/Parking Lot Closure Application Processing	\$10

Note: Application processing fees are non-refundable.

Services	Fees (Per Day/Per Event)	Details
<b>Temporary Gathering (local business)</b>	\$200	Per Day/Per Event Use of city properties, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge
<b>Temporary Gathering</b>	\$1,500	Use of city properties, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge
<b>Block Party</b>	\$25	Per Day/Per Event Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge
<b>Street Closure</b>	\$50	Per Street/Per Day/Per Event
<b>Walking or Running Events</b>	\$100	Per Day/Per Event Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge
<b>Parade</b>	\$150	Per Day/Per Event Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge

(2) Additional Special Rental Fees:

Services	Fees
Event Maintenance	\$75

Administrative Cancellation Fee	50% of total paid fees
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(3) The following fees and charges are established for vendors in association with a special event:

Services-Vendor Category	Definition	Fees
<p><b>Food Vendors</b></p>	<p>Food-based vendor that provides hot and ready-to-eat foods, cottage foods, or temperature-controlled foods. NOT including Food Trucks.</p> <p>Cottage Food Vendors must follow the Texas Cottage Food Law. (Texas Health &amp; Safety Code Chapter 437; Title 25 Texas Administrative Code Chapter 229, Subchapter EE).</p> <p>A <i>cottage food production operation</i> is defined as an individual operating out of the individual’s home who:</p> <p>- Produces any of the following at their home:</p> <ul style="list-style-type: none"> <li>▪ A baked good that is not a time and temperature control for safety food (TCS food)</li> <li>▪ Candy,</li> <li>▪ Coated and uncoated nuts,</li> <li>▪ Unroasted nut butters,</li> <li>▪ Fruit butters,</li> <li>▪ Canned jam or jelly, fruit pie,</li> <li>▪ Dehydrated fruit or vegetables, including dried beans,</li> <li>▪ Popcorn and popcorn snacks,</li> <li>▪ Cereal, including granola,</li> <li>▪ Dry mix,</li> <li>▪ Vinegar,</li> <li>▪ Pickled fruit or vegetables, including beets and carrots, that are preserved in vinegar, brine, or a similar solution at an equilibrium pH value of 4.6 or less,</li> <li>▪ Mustard,</li> <li>▪ Roasted coffee or dry tea,</li> <li>▪ A dried herb or dried herb mix,</li> <li>▪ Plant-based acidified canned goods,</li> <li>▪ Fermented vegetable products, including products that are refrigerated to preserve quality,</li> <li>▪ Frozen raw and uncut fruit or vegetables, and any other food that is not a TCS food.</li> </ul>	<p>\$50</p>

	<ul style="list-style-type: none"> <li>- Has an annual gross income of \$50,000 or less from the sale of the described foods.</li> <li>- Sells the foods produced directly to consumers.</li> <li>- Delivers products to the consumer at the point of sale or another location designated by the consumer.</li> </ul>	
<b>Food Truck</b>	Food Truck vendors that provide hot and ready-to-eat foods, cottage foods, or temperature-controlled foods from a vehicle.	\$75
<b>Art &amp; Crafts Vendor</b>	Arts and crafts vendor whose product is made by the owner or employees associated with the business. No resale items.	\$25
<b>Commercial/Business Vendor</b>	Commercial or home-based business that wishes to collect payment for memberships, advertise business services, and/or sell products. Examples: Include but are not limited to direct sales business, membership-based business ( <i>i.e.</i> , Sam’s Club, fitness business, etc.), selling of resale items such as light-up toys, etc.	\$50
<b>Specialty Vendor</b>	Business that charges a fee for services offered at an event. This includes, but is not limited to, face painting, professional photography, spas, etc.	\$50
<b>Non-Profit/Community Groups</b>	Local non-profit organization that offers a value-added activity/program to the event. Vendor may advertise information regarding the non-profit but cannot exchange money.	\$0

”

(c) Sec. A5.004 of the Fee Schedule is hereby amended in its entirety to read as follows:

**“Sec. A5.004 Film projects using city property.**

- (a) Application fee: \$30.00
- (b) Use of city-owned real estate:

Activities	Fees (per day)
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500.00



Partial, nondisruptive use of a public building, park, right-of-way, or public area	\$250.00
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for film purposes)	\$50.00 per block
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for film purposes)	\$25.00 per block
Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles).	\$50.00 per block or lot

”

(d) Sec. A5.007 of the Fee Schedule is hereby added to read as follows:

**“Sec. A5.007 Additional Equipment Rental Fees and Staff Fees.**

Services	Fees	Details
<b>Barricades</b>	\$125 (up to 6) \$200 (<than 6 & up to 10)	Per event/Per Day  Required for all street/parking/area closures.
<b>City Vehicle Use</b>	\$30	Per hour/Per Vehicle  Added if the vehicle is utilized for any other reason than transporting staff. For example: transport equipment, block roads, etc.
<b>Public Work Staff</b>	\$40	Fee per staff member/Per hour (2 hours minimum)  If staff needs to be present, call-out, set-up and/or tear down equipment for the event.
<b>Community Development Staff</b>	\$40	Fee per staff member/Per hour (2 hours minimum)  If staff provides any event planning/organizing/building/coordinating/marketing services.

”

**Section 3. Amendment of 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, the terms and provisions of this Ordinance shall control.

**Section 4. Savings Clause.** All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting fees or charges which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 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 hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was considered and passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, 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** on this \_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**Parks & Amenities Fees**

Parks	Amenities	FY 23-24: Current Fees	Rental Length	FY 24-25: Proposed Fees	Rental Length	Fee Difference	Details
Jennie Lane Park	Parking Lot Only	\$50	All Day	\$50	All Day	\$0	If parking is being utilize for something other than parking or if the event will take place in the parking area only.
	Pavilion, Gazebo & Green Space	\$125	All Day	\$125	All Day	\$0	Include set-up/clean-up time. If parking is being utilized for something other than parking, add a \$50 parking lot fee. Removed the 0-4 hours and 4-8 hours rental fees.
Timmermann Park	Pavilion & Green Space	\$125	-	\$125	All Day	\$0	Include set-up/clean-up time. If parking is being utilized for something other than parking, add a \$50 parking lot fee. Removed the 0-4 hours and 4-8 hours rental fees.
	Parking Lot Only	\$50	All Day	\$50	All Day	\$0	If parking is being utilize for something other than parking or if the event will take place in the parking area only.
All Other Parks	Parking Lot Only	\$50	All Day	\$50	All Day	\$0	If parking is being utilize for something other than parking or if the event will take place in the parking area only.
	Full Park	\$125	All Day	\$125	All Day	\$0	Include set-up/clean-up time. If parking is being utilized for something other than parking, add a \$50 parking lot fee. Removed the 0-4 hours and 4-8 hours rental fees.

Additional Park Rental Fees				
Services	FY 23-24: Current Fees	FY 24-25: Proposed Fees	Fee Difference	Details
Event Maintenance	\$50	\$75	\$25	Added to all reservation request
Deposit	\$125	\$125	\$0	Refundable as long tif there is no damage to city property

Administrative Cancellation Fees	50% of total paid fees	50% of total paid fees	\$0	If the cancellation is made less than 2 days before the event date, the entire fee is non-refundable
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Staff Fees				
Services	FY 23-24: Current Fees	FY 24-25: Proposed Fees	Fee Difference	Details
Public Work Staff	\$40	\$40	\$0	Fee per staff member/Per hour (2 hours minimum) If staff needs to be present, call-out, set-up or/& teardown equipment for the event
Community Development Staff	-	\$40	\$40	Per hour for any event planning/organizing/ building/coordinating/marketing services. (2 hours minimum)

Equipment Rental Fees				
Services	FY 23-24: Current Fees	FY 24-25: Proposed Fees	Fee Difference	Details
Barricades	\$125	\$150	\$25	Per event/Per Day Required for all street/parking/area closures.
City Vehicle Use	\$30	\$30	\$0	Per hour/Per Vehicle Added if the vehicle is utilized for anything other reason than transporting staff. For example: transport equipment, block roads, etc.
Outdoor Movie Set-Up	-	\$300	\$300	Per day & per event Includes movie screen, PA system, and projector with Bluetooth capabilities. It doesn't include the movie, movie license, and/or movie player
	-	\$150	\$150	Deposit
Popcorn Machine	-	\$50	\$50	Per day & per event Does not include popcorn supplies

**Special Events Fees**

<b>Basic Fees</b>				
<b>Services</b>	<b>FY 23-24: Current Fees</b>	<b>FY 24-25: Proposed Fees</b>	<b>Fee Difference</b>	<b>Details</b>
Application Processing	-	\$50	\$50	Non-Refundable
Block Party Application Process	-	\$10	\$10	Non-Refundable
Street Closure Application Processing	-	\$10	\$10	Non-Refundable

<b>Special Event Fees</b>					
<b>Services</b>	<b>Definition</b>	<b>Current Fees</b>	<b>Proposed Fees</b>	<b>Fee Difference</b>	<b>Details</b>
Temporary Gathering (local business)	Fairs, festivals, exhibits, street dances, carnivals, circuses, rodeo and equestrian events, automobile exhibitions, temporary commercial outdoor amusements, outdoor concerts, and sporting events	-	\$200	\$200	Per Day/Per Event Use of city properties, facilities, parking lot space, road closure, city equipment, and staff may be an additional charges
Temporary Gathering	Fairs, festivals, exhibits, street dances, carnivals, circuses, rodeo and equestrian events, automobile exhibitions, temporary commercial outdoor amusements, outdoor concerts, and sporting events	-	\$1,500	\$1,500	Per Day/Per Event Use of city properties, facilities, parking lot space, road closure, city equipment, and staff may be an additional charges
Block Party	One-time outdoor activities that require the temporary closing of one or more residential streets	-	\$25	\$25	Per Day/Per Event Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charges
Street Closure		\$50	\$50	\$0	Per Street/Per Day/Per Event
Walking or Running Events		-	\$100	\$100	Per Day/Per Event Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charges
Parade	Assembly of three or more persons or vehicles whose gathering is for the common design and purpose of traveling in procession on a public thoroughfare from one location to another.	-	\$150	\$150	Per Day/Per Event Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charges

<b>Additional Special Event Rental Fees</b>				
<b>Services</b>	<b>FY 23-24: Current Fees</b>	<b>FY 24-25: Proposed Fees</b>	<b>Fee Difference</b>	<b>Details</b>
Event Maintenance	\$50	\$75	\$25	Added to all reservation request
Deposit	\$125	\$125	\$0	Refundable as long tif there is no damage to city property
Administrative Cancelation Fees	50% of total paid fees	50% of total paid fees	\$0	If the cancellation is made less than 2 days before the event date, the entire fee is non-refundable



**City Events Fees**

Basic Fees					
Services-Vendor Category	Definition	FY 23-24: Current Fees	FY 24-25: Proposed Fees	Fee Difference	Details
Food Vendors	<p>Food-based vendor that provides hot and ready-to-eat foods, cottage foods, or temperature-controlled foods. NOT including Food Trucks.</p> <p>Cottage Food Vendors must follow the Texas Cottage Food Law A cottage food production operation is defined as an individual, operating out of the individual's home, who:</p> <ul style="list-style-type: none"> <li>- Produces any of the following at their home: A baked good that is not a time and temperature control for safety food (TCS food) Candy, Coated and uncoated nuts, Unroasted nut butters, Fruit butters, canned jam or jelly, fruit pie, Dehydrated fruit or vegetables, including dried beans, Popcorn and popcorn snacks, Cereal, including granola, Dry mix, Vinegar, Pickled fruit or vegetables, including beets and carrots, that are preserved in vinegar, brine, or a similar solution at an equilibrium pH value of 4.6 or less, Mustard, Roasted coffee or dry tea, A dried herb or dried herb mix, Plant-based acidified canned goods, Fermented vegetable products, including products that are refrigerated to preserve quality, Frozen raw and uncut fruit or vegetables, and any other food that is not a TCS food.</li> <li>- Has an annual gross income of \$50,000 or less from the sale of the described foods.</li> <li>- Sells the foods produced directly to consumers.</li> <li>- Delivers products to the consumer at the point of sale or another location designated by the consumer.</li> </ul>	\$50	\$50	\$0	Non-Refundable
Food Truck	Food Truck vendors that provide hot and ready-to-eat foods, cottage foods, or temperature-controlled foods from a vehicle.	\$50	\$75	\$25	New category. It was under the Food Vendor, but after consideration, it should be in its own category as its sales are higher. Non-Refundable
Art & Crafts Vendor	Arts and crafts vendor whose product is made by the owner or employees associated with the business. No resale items.	\$25	\$25	\$0	Non-Refundable
Commercial/Business Vendor	Commercial or home-based business that wishes to collect payment for memberships, advertise business services, and/or sell products. Examples: Include but are not limited to direct sales business, membership-based business (i.e. Sam's Club, fitness business, etc.), selling of resale items such as light-up toys, etc.	\$25	\$50	\$25	Non-Refundable
Specialty Vendor	Business that charges a fee for services offered at an event. This includes but is not limited to face painting, professional photography, spas, etc.	\$50	\$50	\$0	Non-Refundable
Non-Profit/Community Groups	Local non-profit organization that offers a value-added activity/program to the event. Vendor may advertise information regarding the non-profit but cannot exchange money.	\$0	\$0	\$0	Non-Refundable

**Filming Fees**

<b>Filming Fees</b>				
<b>Filming Fees</b>	<b>FY 23-24: Current Fees</b>	<b>FY 24-25: Proposed Fees</b>	<b>Fee Difference</b>	<b>Details</b>
Application Processing Fee	\$25	\$30	\$5	Non-refundable

<b>City-Owned Real Estate Use Permit Fees - Current</b>				
<b>Activities</b>	<b>Current Fees</b>	<b>Proposed Fees</b>	<b>Fee Difference</b>	<b>Details -Added New</b>
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$500	\$500	\$0	Per Day
Partial, non-disruptive use of a public building, park, right-of-way, or public area.	\$250	\$250	\$0	Per Day
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$50	\$50	\$0	Per Block/Per Day
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$25	\$25	\$0	Per Block/Per Day
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50	\$50	\$0	Per Block or Lot/Per Day



**Equipment Rental &**

<b>Equipment Rental</b>		
<b>Services</b>	<b>FY 23-24: Current Fees</b>	<b>FY 24-25: Proposed Fees</b>
Barricades (up to 6)	\$125	\$125
Barricades (7 & up to 10)	\$0	\$200
City Vehicle Use	\$30	\$30

<b>Staff Fees</b>		
<b>Services</b>	<b>FY 23-24: Current Fees</b>	<b>FY 24-25: Proposed Fees</b>
Public Work Staff	\$40	\$40
Community Development Staff	-	\$40

## Staff Fees

Staff Fees	
Fee Difference	Details
\$0	Per event/Per Day
\$200	Required for all street/parking/area closures.
\$0	Per hour/Per Vehicle Added if the vehicle is utilized for anything other reason than transporting staff. For example: transport equipment, block roads, etc.

Staff Fees	
Fee Difference	Details
\$0	Fee per staff member/Per hour (2 hours minimum) If staff needs to be present, call-out, set-up or/& teardown equipment for the event
\$40	Fee per staff member/Per hour (2 hours minimum) If staff provides any event planning/organizing/building/coordinating/marketing services.



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Pauline M. Gray, P.E.  
**DEPARTMENT:** City Engineer

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the approval to submit the FY2024 Project Improvement List to Capital Metro.

**BACKGROUND/SUMMARY:**

Per the City’s interlocal agreement with Capital Metro, the City is required to provide a list of proposed street improvements each fiscal year to Capital Metro for review and approval in order for the City to receive its yearly allocation. After meetings with City Staff and based on available funds from Capital Metro, three options are being proposed.

Option #1 is to conduct street repair work in Stonewater Subdivision on Jamie Drive, Cummins Way, and Timber Arch Lane. The project also would include fog sealing of Greenbury and to reconstruct the City’s portion of Bois d’Arc. Approximately 3.7 miles of City streets would be repaired with this option.

Option #2 is to expand Blake Manor (Brenham) to three lines within the City Limits. This option would require additional funds in order to be completed. Approximately 0.87 miles would be repaired.

Option #3 is to repair Paseo de Presidente and would include full-depth repair, curb adjustments, sidewalk adjustments and restriping of the road. This option would also include repairing the City’s portion of Bois d’Arc. Approximately 0.94 miles of City streets would be repaired with this option.

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

- Capital Metro Funding
- Option #1 Cost Estimate
- Option #2 Cost Estimate
- Option #3 Cost Estimate

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council select one of the three proposed options and approve the submission of the proposed project list for FY2024 to Capital Metro by the City Manager.

**CAP METRO FUNDING  
CITY OF MANOR, TEXAS**

Item 20.

**SOURCES OF FUNDING**

FY 2023 Capital Metro BCT Funds:	\$ (1,065,048.00)
FY 2024 Cap Metro BCT Funds:	\$ 1,523,035.00
Rolled over BCT funds from previous years	\$ 1,877,918.00
FY2022 Funds that will be used upon completion of project	\$ (532,524.00)
Funds from Transit Infrastructure Fund	\$1,585,190
<b>Total Project Funds Available for Paving Projects:</b>	<b>\$ 3,388,571.00</b>

**DRAFT CAPITAL METRO BGA PROGRAM - FY 2024 PROJECT LIST - OPTION 1  
CITY OF MANOR, TEXAS**

Item 20.

**SOURCES OF FUNDING**

**FY 2024 Capital Metro BCTFunds: \$ 1,523,035.00**  
**Transit Infrastructure Funds \$ 1,585,190.00**  
**Rolled over BCT funds \$ 280,346.00**  
**City Budget Funds \$ 800,000.00**  
**Total Project Funds Available for FY 2024 Project: \$ 4,188,571.00**

**ESTMATED FY 2024 CONSTRUCTION COSTS**

	Est. Width (ft)	Est. Length (ft)	Total Est. Quan.	Unit	Unit Cost	Extension	Sub-Totals
<b>Street Repair (Structural and Resurfacing)</b>							
<b>Jamie Drive - Joy Lee to cul-de-sac</b>							
12" Flex Base	29	3,000	9,667	SY	\$ 21.00	\$ 203,007.00	
Excavation of Existing streets to subgrade	29	3,000	9,667	SY	\$ 17.00	\$ 164,339.00	
6" Subgrade Prep	29	3,000	9,667	SY	\$ 9.00	\$ 87,003.00	
2" HMAC Overlay	29	3,000	9,667	SY	\$ 20.00	\$ 193,340.00	
Stop Bar				EA	\$ 400.00	\$ -	
Manhole Adjustments			23	EA	\$ 1,800.00	\$ 41,400.00	
Gate Valve adjustments			5	EA	\$ 1,000.00	\$ 5,000.00	
Curb replacement/repair			5,800	LF	\$ 25.00	\$ 145,000.00	
Sidewalk Repair			5,800	LF	\$ 15.00	\$ 87,000.00	
Pavement Marker			5	EA	\$ 20.00	\$ 100.00	
Driveway Repairs			93	EA	\$ 2,200.00	\$ 204,600.00	\$ 1,130,789.00
<b>Cummins Way - Jamie Dr to Stoneridge Gap</b>							
12" Flex Base	29	1,450	4,672	SY	\$ 21.00	\$ 98,112.00	
Excavation of Existing streets to subgrade	29	1,450	4,672	SY	\$ 17.00	\$ 79,424.00	
6" Subgrade Prep	29	1,450	4,672	SY	\$ 9.00	\$ 42,048.00	
Paving Fabric	29	1,450	4,672	SY	\$ 8.00	\$ 37,376.00	
2" HMAC Overlay	29	1,450	4,672	SY	\$ 20.00	\$ 93,440.00	
Stop Bar			2	EA	\$ 400.00	\$ 800.00	
Manhole Adjustments			2	EA	\$ 1,800.00	\$ 3,600.00	
Gate Valve adjustments			2	EA	\$ 1,000.00	\$ 2,000.00	
Curb replacement/repair			2,500	LF	\$ 25.00	\$ 62,500.00	
Sidewalk Repair			2,500	LF	\$ 15.00	\$ 37,500.00	
Pavement Marker			2	EA	\$ 20.00	\$ 40.00	
Driveway Repairs			51	EA	\$ 2,200.00	\$ 112,200.00	\$ 569,040.00
<b>Timber Arch Lane - Joy Lee Lane to the cul-de-sac</b>							
12" Flex Base	29	1,600	5,156	SY	\$ 21.00	\$ 108,276.00	
Excavation of Existing streets to subgrade	29	1,600	5,156	SY	\$ 17.00	\$ 87,652.00	
6" Subgrade Prep	29	1,600	5,156	SY	\$ 9.00	\$ 46,404.00	
2" HMAC Overlay	29	1,600	5,156	SY	\$ 20.00	\$ 103,120.00	
Stop Bar			4	EA	\$ 400.00	\$ 1,600.00	
Manhole Adjustments			8	EA	\$ 1,800.00	\$ 14,400.00	
Gate Valve adjustments			4	EA	\$ 1,000.00	\$ 4,000.00	
Curb replacement/repair			2,800	LF	\$ 25.00	\$ 70,000.00	
Sidewalk Repair			2,800	LF	\$ 15.00	\$ 42,000.00	
Pavement Marker			2	EA	\$ 20.00	\$ 40.00	
Driveway Repairs			63	EA	\$ 2,200.00	\$ 138,600.00	\$ 616,092.00
<b>Greenbury - Fog Seal</b>							
Fog Seal Streets	31	11,500	356,500	SF	\$ 2.50	\$ 891,250.00	\$ 891,250.00
<b>Bois d'Arc - City's portion</b>							
12" Flex Base	29	1,950	6,283	SY	\$ 21.00	\$ 131,943.00	
Excavation of Existing streets to subgrade	29	1,950	6,283	SY	\$ 18.00	\$ 113,094.00	
6" Subgrade Prep	29	1,950	6,283	SY	\$ 9.00	\$ 56,547.00	
2" HMAC Overlay	29	1,950	6,283	SY	\$ 20.00	\$ 125,660.00	
Driveway/Street Pavement Joint			6	EA	\$ 2,400.00	\$ 14,400.00	\$ 441,644.00
<b>Additional Item Costs</b>							
Erosion Controls			1	LS	40000.00	\$ 40,000.00	\$ 40,000.00
Install and remove project signs			2	EA	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
Traffic Control Plan			1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
<b>Total:</b>							<b>\$ 3,741,815.00</b>

**Total Anticipated Construction Cost: \$ 3,741,815.00**  
**Engineering: \$ 70,000.00**  
**Contingencies: \$ 70,000.00**  
**Total Anticipated Project Cost: \$ 3,881,800.00**  
**Total Funds: \$ 4,188,571.00**  
**Remaining Funds \$ 306,771.00**

**DRAFT CAPITAL METRO BGA PROGRAM - FY 2024 PROJECT LIST - OPTION 2  
CITY OF MANOR, TEXAS  
BLAKE MANOR (BRENHAM) ROADWAY EXPANSION IMPROVEMENTS**

**SOURCES OF FUNDING**

FY 2024 Capital Metro BCTFunds:	\$ 1,523,035.00
Transit Infrastructure Funds	\$ 1,585,190.00
Rolled over BCT funds	\$ 280,346.00
City of Manor FY 2024 Street Funds	\$ 800,000.00
<b>Total Project Funds Available for FY 2024 Project:</b>	<b>\$ 4,188,571.00</b>
<hr/>	
<b>ESTIMATED COSTS FOR BLAKE MANOR (No Alternates)</b>	<b>\$5,003,056.00</b>
<b>ADDITIONAL FUNDS NEEDED</b>	<b>\$814,485.00</b>

<b>City of Manor, TX</b> <b>Blake Manor Road Improvements</b> <b>DRAFT CAPITAL METRO BGA PROGRAM - FY 2024 PROJECT LIST - OPTION 2</b> <b>Engineer's Opinion of Probable Construction Costs-Conceptual</b>					19-Aug-24	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	COMMENTS
1	MOBILIZATION	1	LUMP SUM	\$205,000.00	\$205,000.00	
2	CONTRACTOR CONSTRUCTION	1	LUMP SUM	\$51,000.00	\$51,000.00	
3	REMOVALS	1	LUMP SUM	\$163,000.00	\$163,000.00	ROAD, SIGNS, STRUCTURES
	STORM WATER MANAGEMENT				\$419,000.00	
4	INLET (CURB)	25	EACH	\$9,000.00	\$225,000.00	
5	STORM SEWER (18"-24" RCP)	6,280	LF	\$125.00	\$785,000.00	
6	STORM SEWER (CROSS ROAD)	1	LUMP SUM	\$30,000.00	\$30,000.00	W/ SLOPE PROTECTION
	EROSION CONTROL/CLEARING/ROUGH CUT					
7	CLEARING AND GRUBBING	1	LUMP SUM	\$10,000.00	\$10,000.00	
8	EMBANKMENT	1	LUMP SUM	\$140,000.00	\$140,000.00	
9	SEED	2	ACRE	\$5,500.00	\$11,000.00	
10	SWPPP/EROSION CONTROL	1	LUMP SUM	\$60,000.00	\$60,000.00	
	PAVEMENT & APPURTENANCES					
11	HMAC (4")	4,320	TON	\$90.00	\$388,800.00	4600 LF, 2-12' LANES, 14' TWLTL
12	FLEXIBLE BASE (9")	22,490	SY	\$20.00	\$449,800.00	
13	SUBGRADE PREP	22,490	SY	\$4.00	\$89,960.00	FULL WIDTH RECONSTRUCT
14	LIME TREATED SUBGRADE (12")	22,490	SY	\$8.00	\$179,920.00	
15	CONCRETE DRIVEWAY	2,880	SY	\$85.00	\$244,800.00	10 DRIVEWAYS
16	10' SIDEWALK/S.U.P. CONSTRU	970	SY	\$70.00	\$67,900.00	ONE SIDE, LAGOS TO COUNTY LINE
17	SIDEWALK RAMP CONSTRUCTI	2	EACH	\$1,500.00	\$3,000.00	1 INTERSECTION
18	CURB AND GUTTER	6,280	LF	\$32.00	\$200,960.00	
19	GUARDRAIL	1,460	LF	\$100.00	\$146,000.00	MATCH EXISTING LENGTH
20	GUARDRAIL END TERMINAL	6	EACH	\$4,000.00	\$24,000.00	
	MISCELLANEOUS					
21	TRAFFIC CONTROL	1	LUMP SUM	\$205,000.00	\$205,000.00	
22	STREET LIGHTING RELOCATIO	1	LUMP SUM	\$30,000.00	\$30,000.00	3 INTERSECTIONS
23	SIGNAL MODIFICATIONS	1	LUMP SUM	\$150,000.00	\$150,000.00	1 INTERSECTION
24	PERMANENT PAVEMENT MARK	9,200	LF	\$2.00	\$18,400.00	
	ADD ALTERNATE 1 - PAVEMENT					
25	HMAC (4") FROM EXXON DRIVE	570	TON	\$90.00	\$51,300.00	600 LF, 3-LANE
26	FLEXIBLE BASE (9")	2,940	SY	\$20.00	\$58,800.00	
27	SUBGRADE PREP	2,940	SY	\$4.00	\$11,760.00	
28	LIME TREATED SUBGRADE (12")	2,940	SY	\$8.00	\$23,520.00	
29	ASPHALT DRIVEWAY	1,296	SY	\$65.00	\$84,240.00	6 DRIVEWAYS
	ADD ALTERNATE 1 SUBTOTAL				\$229,620.00	
	ADD ALTERNATE 2 - SIDEWALK					
30	10' SIDEWALK/S.U.P. CONSTRU	730	SY	\$70.00	\$51,100.00	ONE SIDE, BASTROP TO LEXINGTON
31	SIDEWALK RAMP CONSTRUCTI	2	EACH	\$1,500.00	\$3,000.00	2 INTERSECTIONS
	ADD ALTERNATE 2 SUBTOTAL				\$54,100.00	
	<b>SUBTOTAL:</b>				\$3,878,540.00	
	<b>OWNER'S CONTINGENCY ALLOWANCE:</b>		15%		\$581,781.00	
	<b>ENGINEERING FEE</b>				\$542,735.00	
	<b>GRAND TOTAL:</b>				<b>\$5,003,056.00</b>	
	<b>GRAND TOTAL WITH ALTERNATE 1:</b>				<b>\$5,232,676.00</b>	
	<b>GRAND TOTAL WITH ALTERNATE 2:</b>				<b>\$5,057,156.00</b>	
	<b>GRAND TOTAL WITH ALTERNATE 1 + 2:</b>				<b>\$5,286,776.00</b>	

**DRAFT CAPITAL METRO BGA PROGRAM - FY 2024 PROJECT LIST - OPTION 3  
CITY OF MANOR, TEXAS**

Item 20.

**SOURCES OF FUNDING**

**FY 2024 Capital Metro BCTFunds: \$ 1,523,035.00**  
**Transit Infrastructure Funds \$ 1,585,190.00**  
**City Budget Funds \$ 800,000.00**  
**Total Project Funds Available for FY 2024 Project: \$ 3,908,225.00**

**ESTMATED FY 2024 CONSTRUCTION COSTS**

<b>Street Repair (Structrual and Resurfacing)</b>	<b>Est. Width (ft)</b>	<b>Est. Length (ft)</b>	<b>Total Est. Quan.</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Extension</b>	<b>Sub-Totals</b>
<b>Paseo de Presidente</b>							
12" Flex Base	64	3,000	21,333	SY	\$ 21.00	\$ 447,993.00	
Excavation of Existing streets to subgrade	64	3,000	21,333	SY	\$ 17.00	\$ 362,661.00	
6" Subgrade Prep	64	3,000	21,333	SY	\$ 9.00	\$ 191,997.00	
2" HMAC Overlay	64	3,000	21,333	SY	\$ 20.00	\$ 426,660.00	
12" Flex Base	64	3,000	21,333	SY	\$ 17.00	\$ 362,661.00	
Excavation of Existing streets to subgrade	50	3,000	16,667	SY	\$ 17.00	\$ 283,339.00	
6" Subgrade Prep	50	3,000	16,667	SY	\$ 9.00	\$ 150,003.00	
2" HMAC Overlay	50	3,000	16,667	SY	\$ 20.00	\$ 333,340.00	
Stop Bar			2	EA	\$ 400.00	\$ 800.00	
Manhole Adjustments			19	EA	\$ 1,800.00	\$ 34,200.00	
Curb replacement/repair			6,000	LF	\$ 25.00	\$ 150,000.00	
Sidewalk Repair			6,000	LF	\$ 15.00	\$ 90,000.00	
Restriping of Street			1	LS	\$ 25,000.00	\$ 25,000.00	
Pavement Marker				EA	\$ 20.00	\$ -	
Street Pavement Joint			17	EA	\$ 2,400.00	\$ 40,800.00	\$ 2,899,454.00
<b>Bois d'Arc - City's portion</b>							
12" Flex Base	29	1,950	6,283	SY	\$ 21.00	\$ 131,943.00	
Excavation of Existing streets to subgrade	29	1,950	6,283	SY	\$ 18.00	\$ 113,094.00	
6" Subgrade Prep	29	1,950	6,283	SY	\$ 9.00	\$ 56,547.00	
2" HMAC Overlay	29	1,950	6,283	SY	\$ 20.00	\$ 125,660.00	
Driveway/Street Pavement Joint			6	EA	\$ 2,400.00	\$ 14,400.00	\$ 441,644.00
<b>Additional Item Costs</b>							
Install and remove project signs			2	EA	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
Traffic Control Plan			1	LS	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
<b>Total:</b>							<b>\$ 3,404,098.00</b>

**Total Anticipated Construction Cost: \$ 3,404,098.00**  
**Engineering: \$ 85,000.00**  
**Contingencies: \$ 70,000.00**  


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**Total Anticipated Project Cost: \$ 3,559,100.00**  
**Total Funds: \$ 3,908,225.00**  
**Remaining Funds Could be used for sidewalks \$ 349,125.00**



AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Statement of Work No. 35 to the Master Services Agreement with George Butler Associates, Inc. for the replacement of the existing 12-inch diameter waterline with a 16-inch diameter waterline between the intermediate tank to downtown.

**BACKGROUND AND SUMMARY:**

This proposal is for the professional engineering services for design, bidding and construction phases for the replacement of a 12-inch waterline with a 16-inch waterline between the intermediate tank and the downtown water plant ground storage tank. The expansion of the gravity water line will provide additional water system capacity to aid in meeting near-term water demands. Additionally, the replacement line will be a higher pressure rated pipe, providing additional system reliability. Initial project funding to be with the FY2023 Certificates of Obligation, with construction funding to be via subsequent debt issuances or other funding sources.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** Yes  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- SOW #35
- CIP Project Summary Table
- CP-W-0002 Project Charter and Map

**STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve the proposed Statement of Work No. 35 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$541,200.

**EXHIBIT A**

**Statement of Work (SOW) No. 35  
TO MASTER SERVICES AGREEMENT**

Statement of Work No. 35 (“SOW”) to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described below, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

**ASSIGNMENT:** Professional Engineering Services to conduct design, bidding and construction phase services for the replacement of the existing 12” waterline with a 16” waterline between the intermediate tank to downtown.

**SCOPE OF SERVICES:**

**TASK 1: PROJECT MANAGEMENT**

Coordinate project goals and align CITY and ENGINEER expectations and purposes. Subtasks will include:

- SUBTASK 1: Kickoff Meeting
- SUBTASK 2: Schedule Maintenance
- SUBTASK 3: Progress Meetings
- SUBTASK 4: Invoices and Progress Reports
- SUBTASK 5: Principal Oversight

**TASK 2: PRELIMINARY ENGINEERING**

- SUBTASK 1: Collect all maps, drawings, and specifications available on the relevant portions of the project.
- SUBTASK 2: Define the project criteria in accordance with funding commitments and limits.
- SUBTASK 3: Review field investigations, surveying and mapping analysis to refine the quantitative limits of the project.
- SUBTASK 4: Identify alternative designs, methodologies, equipment and configurations for the proposed project.
- SUBTASK 5: Complete preliminary design calculations and drawing for the construction of the facilities.
- SUBTASK 6: Submit preliminary design to Owner for review and approval.

SUBTASK 7: Prepare preliminary opinion of probable cost for the anticipated quantities involved for identified alternatives.

**TASK 3: CONSTRUCTION DOCUMENT PHASE**

SUBTASK 1: Review field investigation, survey and other data for performance of detailed designs, as required.

SUBTASK 2: Prepare drawings for construction of the project.

SUBTASK 3: Prepare technical specifications for construction of the project.

SUBTASK 4: Prepare contract documents for construction of the project.

SUBTASK 5: Prepare Texas Commission on Environmental Quality (TCEQ) permitting submittal for construction of the project.

SUBTASK 6: Prepare and submit application for TCEQ.

SUBTASK 7: Respond to reviewing entity comments.

SUBTASK 8: Finalize plans and documents accordingly with any necessary changes from regulating entities.

**TASK 4: BIDDING PHASE**

SUBTASK 1: Provide bidding documents to CITY and assist with bidding.

SUBTASK 2: Issue bid documents to potential bidders.

SUBTASK 3: Answer potential bidder inquiries and issue addenda as necessary.

SUBTASK 4: Submit opinion of probable construction costs (OPCC) and attend bid opening.

SUBTASKS 5: Reviewing bids, develop bid tabulation, perform contactor qualifications verification and provide recommendation of award.

SUBTASK 6: Submit to CITY for review and approval to award.

SUBTASK 7: Provide contracts and execution of award.

**TASK 5: CONSTRUCTION PHASE**

SUBTASK 1: Review required bonding and insurance requirements and prepare notice to proceed.

SUBTASK 2: Conduct pre-construction conference and review contract requirements.

SUBTASK 3: Perform submittal review and approval in accordance with construction documents.

SUBTASK 4: Conduct periodic observations of construction progress and prepare record copies of inspections.

SUBTASK 5: Review field testing reports.

SUBTASK 6: Issue construction-related decisions to contractor on proceeding with alternative or unit price work items.

SUBTASK 7: Review contractor's pay requests for accurate progress representation and make recommendations to Owner for payment.

SUBTASK 8: Conduct a final inspection of all completed work and quantities, and issue recommendations for final payment.

SUBTASK 9: Issue a certificate of substantial construction compliance and closeout documents.

SUBTASK 10: Prepare record construction drawings to reflect any adjustments.

**ADDITIONAL SERVICES:**

Services specifically excluded under this Agreement include:

1. Easement acquisition services.
2. Re-designs after first approval or due to changes in regulatory criteria or Owner options.
3. Topographic or boundary surveys or survey corrections, easement surveys and field notes/descriptions.
4. Design or survey services for other improvements, conveyances, or utilities other than listed.
5. Permitting not specifically listed, payment of review fees, filing fees, permit fees, advertising fees, service commitment charges, aid to construction or other similar charges.
6. Inspection or testing services.
7. SWPPP or TPDES permits.
8. Permitting Support.
9. Construction phase services not specifically listed.
10. Any designs or reports not specifically listed.
11. Additional meetings and site visits not specifically listed.
12. Any other service not specifically listed.



1500 County Road  
Leander, TX 78641

9601 Amberglen Blvd #109  
Austin TX 78729

**COMPENSATION:**

TASK 1. FEE:	\$13,700
TASK 2. FEE:	\$211,900
TASK 3. FEE:	\$201,200
TASK 4. FEE:	\$27,700
TASK 5. FEE:	\$86,700

**TOTAL:** \$541,200

CITY OF MANOR, TEXAS


GEORGE BUTLER ASSOCIATES, INC.

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

By: Frank T. Phelon

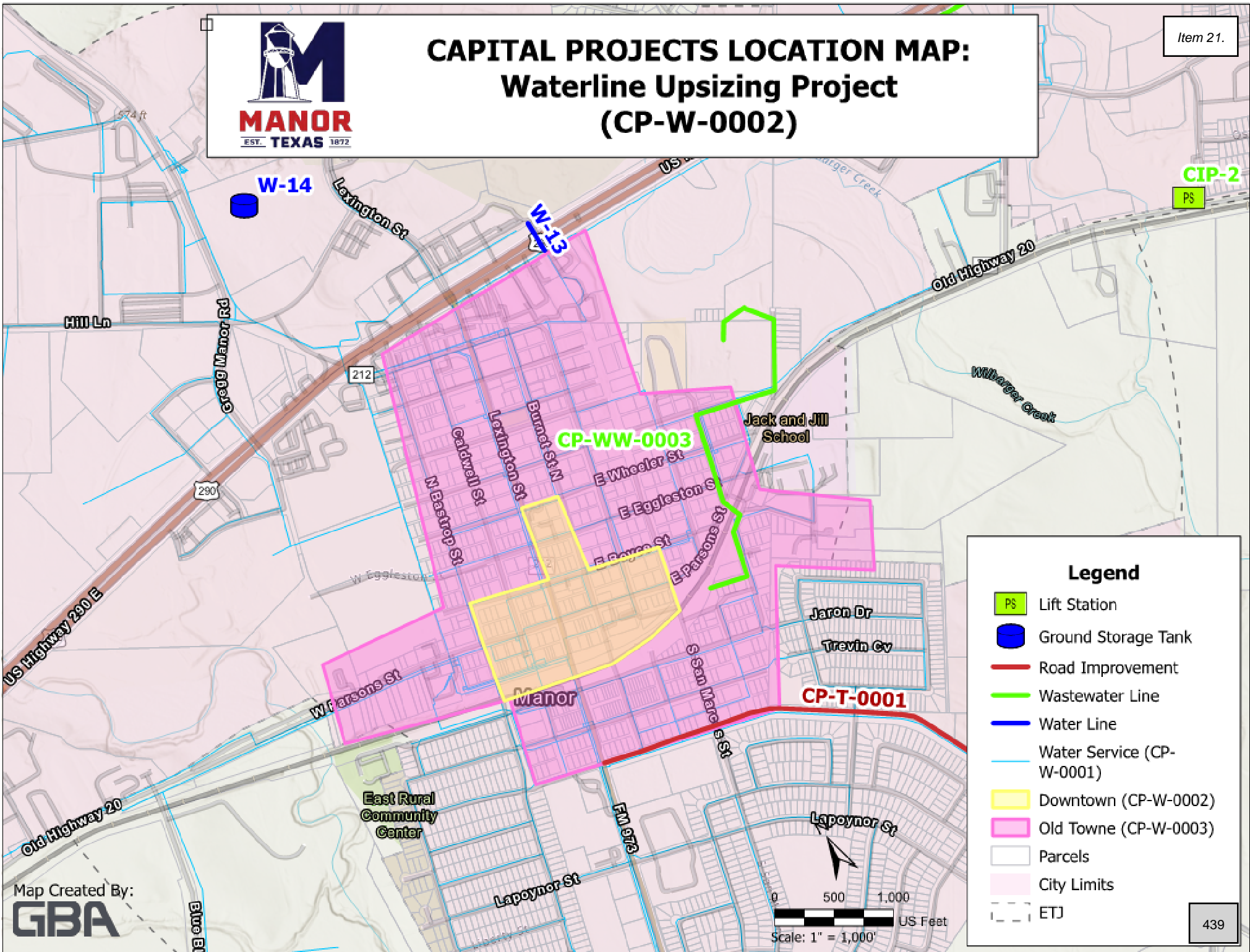
Date: \_\_\_\_\_

Date: 9/27/2024

CITY OF MANOR CAPITAL IMPROVEMENT PROGRAM				
<b>PROJECT ID:</b>	CP-W-0002			
<b>TYPE:</b>	Water			
<b>PROJECT TITLE:</b>	Waterline Upsizing Project			
<b>ADDRESS:</b>				
<b>LOCATION:</b>	Downtown Manor			
<b>DESCRIPTION:</b>	This project involves the replacement of the existing 12" waterline with a 16" waterline between the intermediate tank to downtown.			
SCHEDULE	START	END	PROJECT NEED/BENEFITS	
PRELIM DESIGN			<ul style="list-style-type: none"> <li>Improved water flow and pressure.</li> <li>Reduced risk of leaks and breaks.</li> <li>Enhanced system reliability and resilience.</li> </ul>	
FINAL DESIGN				
PERMITTING				
CONSTRUCTION				
For Non-Utility Projects, check all that apply: <input type="checkbox"/> Project will also involve the need for NEW City Utility Infrastructure (Water, Storm, Sewer). <input type="checkbox"/> Project Cost Estimate Below DOES include cost for new utility infrastructure. <input type="checkbox"/> Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.				
PROJECT COSTS	FY 2024	FY 2025	FY 2026	TOTAL
Design Phase		\$ 555,000.00		\$ 555,000.00
Management				\$ -
Construction			\$ 3,700,000.00	\$ 3,700,000.00
Inspection/Testing				\$ -
Contingencies				\$ -
Other				\$ -
<b>Total Estimated Cost</b>	\$ -	\$ 555,000.00	\$ 3,700,000.00	\$ 4,255,000.00
PROJECT BUDGET	FY 2024	FY 2025	FY 2026	TOTAL
<b>FUNDING SOURCE</b>				
FY 2023 Certificates of Obligation	\$ -	\$ 555,000.00		\$ 555,000.00
TBD			\$ 3,700,000.00	\$ 3,700,000.00
<b>Total Revenues</b>	\$ -	\$ 555,000.00	\$ 3,700,000.00	\$ 4,255,000.00
<b>EXPENDITURE</b>				
FY 2023 Certificates of Obligation	\$ -	\$ 555,000.00		\$ 555,000.00
TBD			\$ 3,700,000.00	\$ 3,700,000.00
<b>Total Expenditures</b>	\$ -	\$ 555,000.00	\$ 3,700,000.00	\$ 4,255,000.00



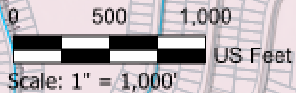
# CAPITAL PROJECTS LOCATION MAP: Waterline Upsizing Project (CP-W-0002)



**Legend**

- PS Lift Station
- Ground Storage Tank
- Road Improvement
- Wastewater Line
- Water Line
- Water Service (CP-W-0001)
- Downtown (CP-W-0002)
- Old Towne (CP-W-0003)
- Parcels
- City Limits
- ETJ

Map Created By:  
**GBA**



AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work No. 37 to the Master Services Agreement with George Butler Associates, Inc. for the construction of a waterline necessary to provide adequate conveyance across 290 from the Gregg Manor Road ground storage tank and pressurization facility to the south side of US 290 that serves downtown Manor.

### BACKGROUND AND SUMMARY:

This proposal is for the professional engineering services for design, bidding and construction phases for a new waterline that will cross under US290. This water line project is necessary to provide adequate conveyance across US 290 from the Gregg Manor Road ground storage tank and pressurization facility to the south side of US 290. Manor will be able to receive more flow from the wholesale supplier at the take point at the new tank and pump station and needs additional capacity to convey the increased supply to downtown Manor. The crossing will also provide system resiliency by creating another connection from the north to the south side US 290. Initial project funding to be with the FY2023 Certificates of Obligation, with construction funding to be via subsequent debt issuances or other funding sources.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** Yes  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- SOW #37
- CIP Project Summary Table
- W-13 Project Charter and Map

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the proposed Statement of Work No. 37 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$68,000.



**EXHIBIT A**

**Statement of Work (SOW) No. 37  
TO MASTER SERVICES AGREEMENT**

Statement of Work No. 37 (“SOW”) to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described below, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

**ASSIGNMENT:** Professional Engineering Services to conduct design, bidding and construction phase services for a new water line that is necessary to provide adequate conveyance across US 290 from the Gregg Manor Road ground storage tank and pressurization facility to the south side of US 290. Manor will be able to receive more flow from the wholesale supplier at the take point at the new tank and pump station and needs additional capacity to convey the increased supply to downtown Manor. The crossing will also provide system resiliency by creating another connection from the north to the south side US 290.

**SCOPE OF SERVICES:**

**TASK 1: PROJECT MANAGEMENT**

Coordinate project goals and align CITY and ENGINEER expectations and purposes. Subtasks will include:

- SUBTASK 1: Kickoff Meeting
- SUBTASK 2: Schedule Maintenance
- SUBTASK 3: Progress Meetings
- SUBTASK 4: Invoices and Progress Reports
- SUBTASK 5: Principal Oversight

**TASK 2: PRELIMINARY ENGINEERING**

- SUBTASK 1: Collect all maps, drawings, and specifications available on the relevant portions of the project.
- SUBTASK 2: Define the project criteria in accordance with funding commitments and limits.
- SUBTASK 3: Review field investigations, surveying and mapping analysis to refine the quantitative limits of the project.
- SUBTASK 4: Identify alternative designs, methodologies, equipment and configurations for the proposed project.

SUBTASK 5: Complete preliminary design calculations and drawing for the construction of the facilities.

SUBTASK 6: Submit preliminary design to Owner for review and approval.

SUBTASK 7: Prepare preliminary opinion of probable cost for the anticipated quantities involved for identified alternatives.

### **TASK 3: CONSTRUCTION DOCUMENT PHASE**

SUBTASK 1: Review field investigation, survey and other data for performance of detailed designs, as required.

SUBTASK 2: Prepare drawings for construction of the project.

SUBTASK 3: Prepare technical specifications for construction of the project.

SUBTASK 4: Prepare contract documents for construction of the project.

SUBTASK 5: Prepare Texas Commission on Environmental Quality (TCEQ) permitting submittal for construction of the project.

### **TASK 4: PERMITTING PHASE**

SUBTASK 1: Prepare and submit application to TxDOT.

SUBTASK 2: Respond to reviewing entity comments.

SUBTASK 3: Finalize plans and documents accordingly with any necessary changes from regulating entities.

### **TASK 5: BIDDING PHASE**

SUBTASK 1: Provide bidding documents to CITY and assist with bidding.

SUBTASK 2: Issue bid documents to potential bidders.

SUBTASK 3: Answer potential bidder inquiries and issue addenda as necessary.

SUBTASK 4: Submit opinion of probable construction costs (OPCC) and attend bid opening.

SUBTASKS 5: Reviewing bids, develop bid tabulation, perform contactor qualifications verification and provide recommendation of award.

SUBTASK 6: Submit to CITY for review and approval to award.

SUBTASK 7: Provide contracts and execution of award.

### **TASK 6: CONSTRUCTION PHASE**

SUBTASK 1: Review required bonding and insurance requirements and prepare notice to proceed.

SUBTASK 2: Conduct pre-construction conference and review contract requirements.

SUBTASK 3: Perform submittal review and approval in accordance with construction documents.

SUBTASK 4: Conduct periodic observations of construction progress and prepare record copies of inspections.

SUBTASK 5: Review field testing reports.

SUBTASK 6: Issue construction-related decisions to contractor on proceeding with alternative or unit price work items.

SUBTASK 7: Review contractor's pay requests for accurate progress representation and make recommendations to Owner for payment.

SUBTASK 8: Conduct a final inspection of all completed work and quantities, and issue recommendations for final payment.

SUBTASK 9: Issue a certificate of substantial construction compliance and closeout documents.

SUBTASK 10: Prepare record construction drawings to reflect any adjustments.

**ADDITIONAL SERVICES:**

Services specifically excluded under this Agreement include:

1. Easement acquisition services.
2. Re-designs after first approval or due to changes in regulatory criteria or Owner options.
3. Topographic or boundary surveys or survey corrections, easement surveys and field notes/descriptions.
4. Design or survey services for other improvements, conveyances, or utilities other than listed.
5. Permitting not specifically listed, payment of review fees, filing fees, permit fees, advertising fees, service commitment charges, aid to construction or other similar charges.
6. Inspection or testing services.
7. SWPPP or TPDES permits.
8. Permitting Support.
9. Construction phase services not specifically listed.
10. Any designs or reports not specifically listed.
11. Additional meetings and site visits not specifically listed.
12. Any other service not specifically listed.



1500 County Road  
Leander, TX 78641

9601 Amberglen Blvd #109  
Austin TX 78729

**COMPENSATION:**

TASK 1. FEE:	\$6,600
TASK 2. FEE:	\$16,500
TASK 3. FEE:	\$16,600
TASK 4. FEE:	\$5,400
TASK 5. FEE:	\$6,100
TASK 6. FEE:	\$16,800

**TOTAL:** \$68,000

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

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

By: Frank T. Phelon

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


Date: 9/27/2024

**CITY OF MANOR PRIORITY PROJECTS - OPTION 2**

Color Code:	Projects from 2023 Bond Project List	
	Projects from Wastewater Master Plan	
	Projects from Water Master Plan	



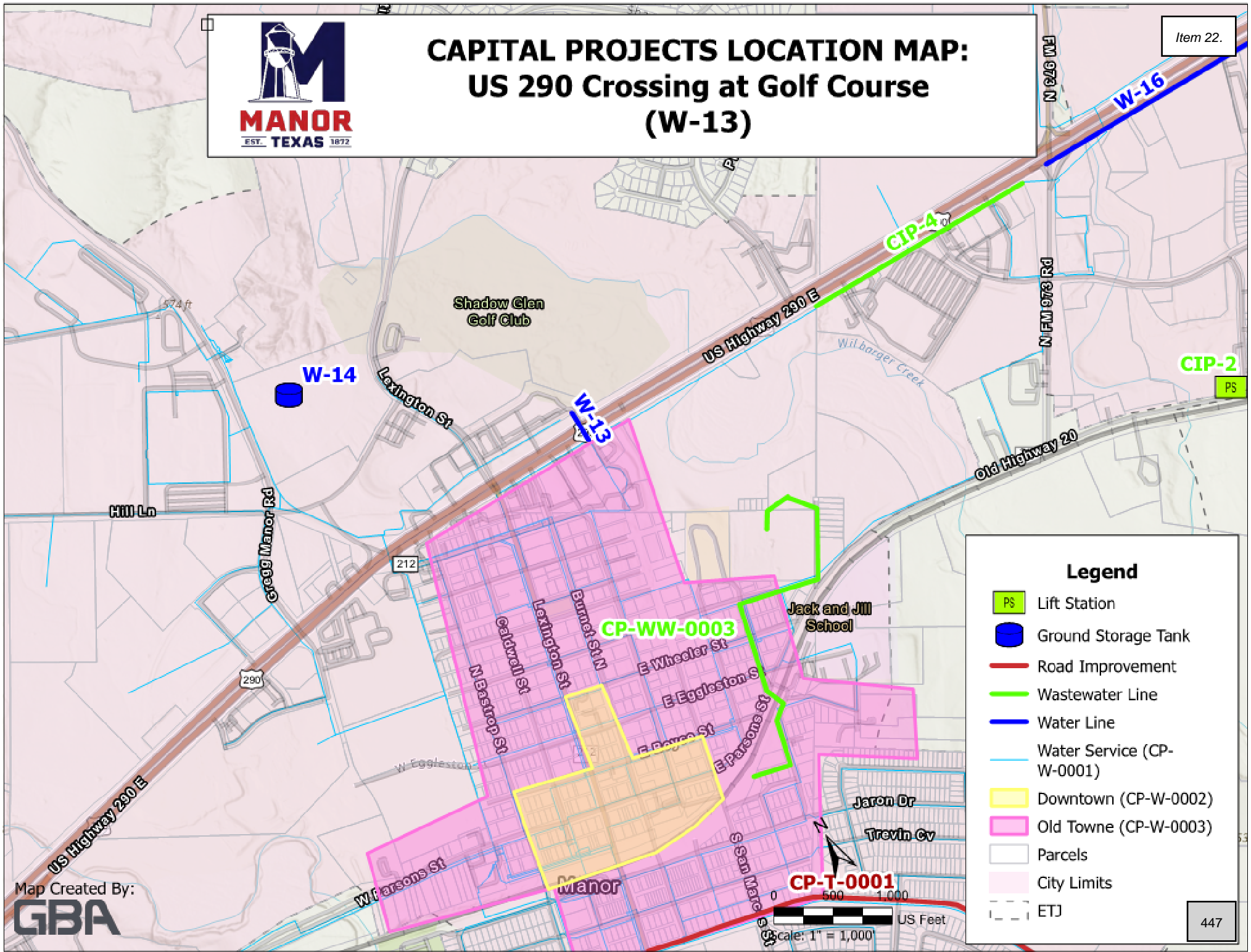
Priority	Project ID	Type	Project Title	Project Description	Project Costs				Origin	Funding Source
					FY 2024	FY 2025	FY 2026	Total Cost		
1	CP-W-0002	Water	Waterline Upsizing Project	This project involves the replacement of the existing 12" waterline with a 16" waterline between the intermediate tank to downtown.	\$ -	\$ 555,000.00	\$ 3,700,000.00	\$ 4,255,000.00	Water Master Plan	TBD
2	CP-W-0004	Water	Alternative Water Options Research Project	This project will research alternative water sources for the City that were introduced in the Water Master Plan.	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	Water Master Plan	TBD
3	W-13	Water	US 290 Crossing at Golf Course	This water line project is necessary to provide adequate conveyance across US 290 from the Gregg Manor Road ground storage tank and pressurization facility to the south side of US 290. Manor will be able to receive more flow from the wholesale supplier at the take point at the new tank and pump station and needs additional capacity to convey the increased supply to downtown Manor. The crossing will also provide system resiliency by creating another connection from the north to the south side US 290.	\$ -	\$ 48,000.00	\$ 552,000.00	\$ 600,000.00	2023 Bond Project List	2023 Certificates of Obligation
4	W-20	Water	Bois d'Arc 16" Waterline	This connecting line will complete a water line loop along Bois de' Arc lane that will provide for improved water quality, system reliability and enhanced distribution system capacity for growth in the area.	\$ 328,000.00	\$ 1,184,000.00	\$ -	\$ 1,512,000.00	2023 Bond Project List	2023 Certificates of Obligation
5	CP-W-0001	Water	Water Master Plan (Water Supply)	The water master plan is to be completed this year. Adoption of the plan will include recommendations for water supply options. To allow sufficient time for planning, engineering and construction, preliminary engineering needs to begin in 2024 and design completed in 2025 to assure adequate water supplies when needed.	\$ 250,000.00	\$ 1,750,000.00	\$ 20,000,000.00	\$ 22,000,000.00	2023 Bond Project List	2023 Certificates of Obligation
6B	CP-WW-0003	Wastewater	Llano St and Lampasas St Interceptors	The project involves the upgrade/upsized of existing gravity relief pipes, with pipe diameters ranging from 18" to 36". The total length of pipe to be installed is 4,060 feet.	\$ 300,000.00	\$ 580,000.00	\$ 4,427,000.00	\$ 5,312,000.00	Present CIP Project List (WWMP)	TBD
<b>Total Cost</b>					<b>\$ 1,128,000.00</b>	<b>\$ 4,117,000.00</b>	<b>\$ 28,679,000.00</b>	<b>\$ 33,929,000.00</b>		

CITY OF MANOR CAPITAL IMPROVEMENT PROGRAM				
<b>PROJECT ID:</b>	CP-W-0005 (W-13)			
<b>TYPE:</b>	Water			
<b>PROJECT TITLE:</b>	US 290 Crossing at Golf Course			
<b>ADDRESS:</b>	US-290, Manor, TX 78653			
<b>LOCATION:</b>	Across US HWY 290, next to the Shadow Glen Golf Club			
<b>DESCRIPTION:</b>	This water line project is necessary to provide adequate conveyance across US 290 from the Gregg Manor Road ground storage tank and pressurization facility to the south side of US 290. Manor will be able to receive more flow from the wholesale supplier at the take point at the new tank and pump station and needs additional capacity to convey the increased supply to downtown Manor. The crossing will also provide system resiliency by creating another connection from the north to the south side US 290.			
SCHEDULE	START	END	PROJECT NEED/BENEFITS	
PRELIM DESIGN			<ul style="list-style-type: none"> <li>Support for future growth and development</li> <li>Improved conveyance and increased flow capacity</li> </ul>	
FINAL DESIGN				
PERMITTING				
CONSTRUCTION				
For Non-Utility Projects, check all that apply: <input type="checkbox"/> Project will also involve the need for NEW City Utility Infrastructure (Water, Storm, Sewer). <input type="checkbox"/> Project Cost Estimate Below DOES include cost for new utility infrastructure. <input type="checkbox"/> Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.				
PROJECT COSTS	FY 2024	FY 2025	FY 2026	TOTAL
Design Phase		\$ 48,000.00		\$ 48,000.00
Management			\$ 20,000.00	\$ 20,000.00
Construction			\$ 532,000.00	\$ 532,000.00
Inspection/Testing				\$ -
Contingencies				\$ -
Other				\$ -
<b>Total Estimated Cost</b>	\$ -	\$ 48,000.00	\$ 552,000.00	\$ 600,000.00
PROJECT BUDGET	FY 2024	FY 2025	FY 2026	TOTAL
<b>FUNDING SOURCE</b>				
FY 2023 Certificates of Obligation	\$ -	\$ 48,000.00		\$ 48,000.00
TBD			\$ 552,000.00	\$ 552,000.00
<b>Total Revenues</b>	\$ -	\$ 48,000.00	\$ 552,000.00	\$ 600,000.00
<b>EXPENDITURE</b>				
FY 2023 Certificates of Obligation	\$ -	\$ 48,000.00		\$ 48,000.00
TBD			\$ 552,000.00	\$ 552,000.00
<b>Total Expenditures</b>	\$ -	\$ 48,000.00	\$ 552,000.00	\$ 600,000.00



# CAPITAL PROJECTS LOCATION MAP: US 290 Crossing at Golf Course (W-13)

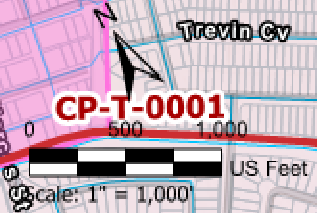
Item 22.



### Legend

- PS Lift Station
- Ground Storage Tank
- Road Improvement
- Wastewater Line
- Water Line
- Water Service (CP-W-0001)
- Downtown (CP-W-0002)
- Old Towne (CP-W-0003)
- Parcels
- City Limits
- ETJ

Map Created By:  
**GBA**



447

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work No. 38 to the Master Services Agreement with George Butler Associates, Inc. for the design and construction of a waterline that will complete a loop along Bois d'Arc lane to provide improved water quality, system reliability and enhanced system capacity.

### BACKGROUND AND SUMMARY:

This proposal is for the professional engineering services for design, bidding and construction phases for a connecting line that will complete a water line loop along Bois d'Arc lane that will provide for improved water quality, system reliability and enhanced distribution system capacity for growth in the area. Project is to be funded primarily by the FY2023 Certificates of Obligation.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** Yes  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- SOW #38
- CIP Project Summary Table
- W-20 Project Charter and Map

### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the proposed Statement of Work No. 38 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$170,000.

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**EXHIBIT A**

**Statement of Work (SOW) No. 38  
TO MASTER SERVICES AGREEMENT**

Statement of Work No. 38 (“SOW”) to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described below, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

**ASSIGNMENT:** Professional Engineering Services to conduct design, bidding and construction phase services for a new 16-inch diameter water line necessary to complete a water line loop along Bois d’Arc lane that will provide improved water quality, system reliability and enhanced distribution system capacity for growth in the area.

**SCOPE OF SERVICES:**

**TASK 1: PROJECT MANAGEMENT**

Coordinate project goals and align CITY and ENGINEER expectations and purposes. Subtasks will include:

- SUBTASK 1: Kickoff Meeting
- SUBTASK 2: Schedule Maintenance
- SUBTASK 3: Progress Meetings
- SUBTASK 4: Invoices and Progress Reports
- SUBTASK 5: Principal Oversight

**TASK 2: PRELIMINARY ENGINEERING**

- SUBTASK 1: Collect all maps, drawings, and specifications available on the relevant portions of the project.
- SUBTASK 2: Define the project criteria in accordance with funding commitments and limits.
- SUBTASK 3: Review field investigations, surveying and mapping analysis to refine the quantitative limits of the project.
- SUBTASK 4: Identify alternative designs, methodologies, equipment and configurations for the proposed project.
- SUBTASK 5: Complete preliminary design calculations and drawing for the construction of the facilities.

SUBTASK 6: Submit preliminary design to Owner for review and approval.

SUBTASK 7: Prepare preliminary opinion of probable cost for the anticipated quantities involved for identified alternatives.

**TASK 3: CONSTRUCTION DOCUMENT PHASE**

SUBTASK 1: Review field investigation, survey and other data for performance of detailed designs, as required.

SUBTASK 2: Prepare drawings for construction of the project.

SUBTASK 3: Prepare technical specifications for construction of the project.

SUBTASK 4: Prepare contract documents for construction of the project.

SUBTASK 5: Prepare Texas Commission on Environmental Quality (TCEQ) permitting submittal for construction of the project.

**TASK 4: PERMITTING PHASE**

SUBTASK 1: Prepare and submit application for TCEQ.

SUBTASK 2: Respond to reviewing entity comments.

SUBTASK 3: Finalize plans and documents accordingly with any necessary changes from regulating entities.

**TASK 5: BIDDING PHASE**

SUBTASK 1: Provide bidding documents to CITY and assist with bidding.

SUBTASK 2: Issue bid documents to potential bidders.

SUBTASK 3: Answer potential bidder inquiries and issue addenda as necessary.

SUBTASK 4: Submit opinion of probable construction costs (OPCC) and attend bid opening.

SUBTASKS 5: Reviewing bids, develop bid tabulation, perform contactor qualifications verification and provide recommendation of award.

SUBTASK 6: Submit to CITY for review and approval to award.

SUBTASK 7: Provide contracts and execution of award.

**TASK 6: CONSTRUCTION PHASE**

SUBTASK 1: Review required bonding and insurance requirements and prepare notice to proceed.

SUBTASK 2: Conduct pre-construction conference and review contract requirements.

SUBTASK 3: Perform submittal review and approval in accordance with construction documents.

SUBTASK 4: Conduct periodic observations of construction progress and prepare record copies of inspections.

SUBTASK 5: Review field testing reports.

SUBTASK 6: Issue construction-related decisions to contractor on proceeding with alternative or unit price work items.

SUBTASK 7: Review contractor's pay requests for accurate progress representation and make recommendations to Owner for payment.

SUBTASK 8: Conduct a final inspection of all completed work and quantities, and issue recommendations for final payment.

SUBTASK 9: Issue a certificate of substantial construction compliance and closeout documents.

SUBTASK 10: Prepare record construction drawings to reflect any adjustments.

**ADDITIONAL SERVICES:**

Services specifically excluded under this Agreement include:

1. Easement acquisition services.
2. Re-designs after first approval or due to changes in regulatory criteria or Owner options.
3. Topographic or boundary surveys or survey corrections, easement surveys and field notes/descriptions.
4. Design or survey services for other improvements, conveyances, or utilities other than listed.
5. Permitting not specifically listed, payment of review fees, filing fees, permit fees, advertising fees, service commitment charges, aid to construction or other similar charges.
6. Inspection or testing services.
7. SWPPP or TPDES permits.
8. Permitting Support.
9. Construction phase services not specifically listed.
10. Any designs or reports not specifically listed.
11. Additional meetings and site visits not specifically listed.
12. Any other service not specifically listed.

**COMPENSATION:**

TASK 1. FEE:	\$9,900
TASK 2. FEE:	\$38,100
TASK 3. FEE:	\$63,600
TASK 4. FEE:	\$5,500



TASK 5. FEE: \$14,500  
TASK 6. FEE: \$38,400

TOTAL: \$170,000

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

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

By: Frank T. Phelon

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


Date: 9/27/2024

**CITY OF MANOR PRIORITY PROJECTS - OPTION 2**

Color Code:	Projects from 2023 Bond Project List	
	Projects from Wastewater Master Plan	
	Projects from Water Master Plan	

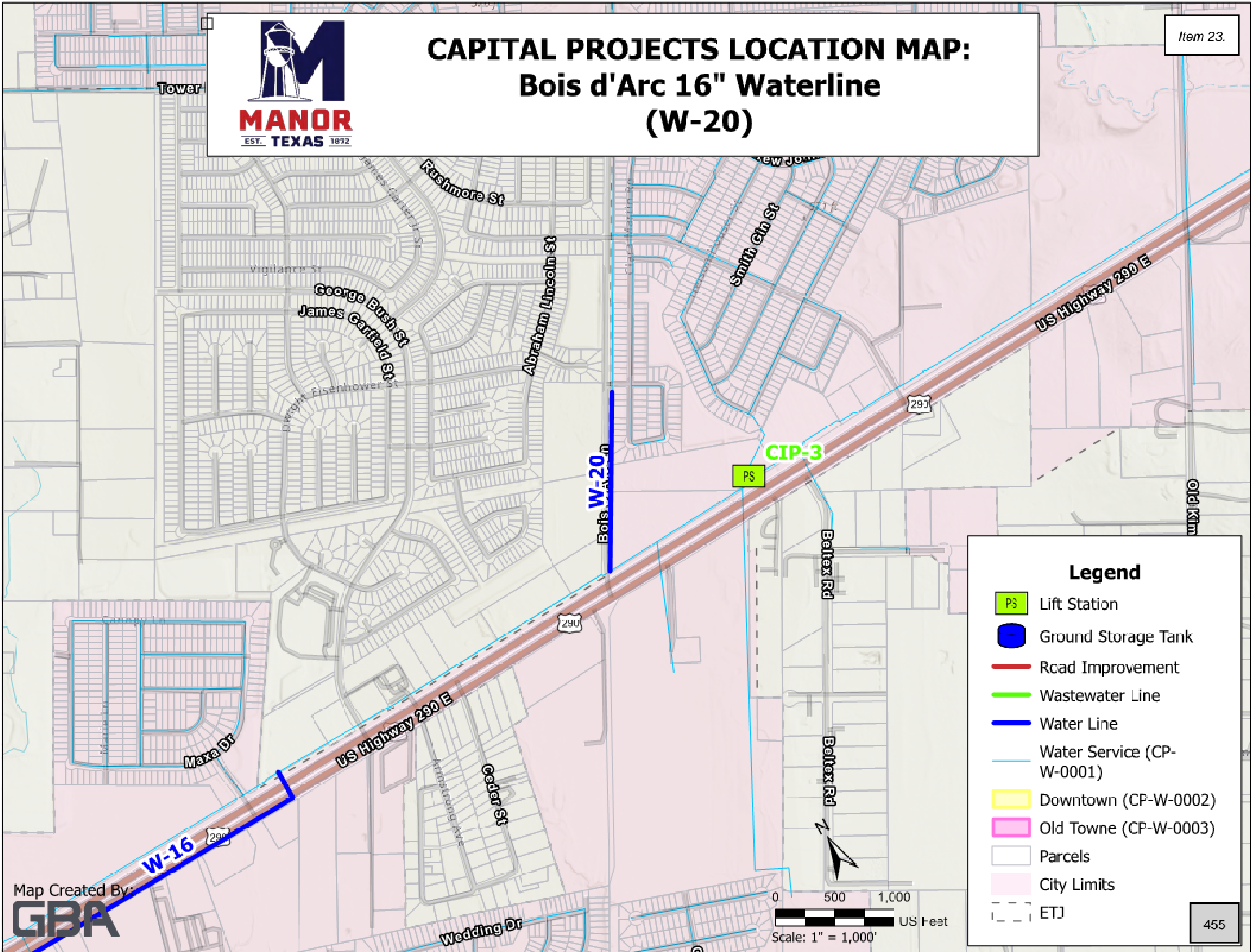


Priority	Project ID	Type	Project Title	Project Description	Project Costs				Origin	Funding Source
					FY 2024	FY 2025	FY 2026	Total Cost		
1	CP-W-0002	Water	Waterline Upsizing Project	This project involves the replacement of the existing 12" waterline with a 16" waterline between the intermediate tank to downtown.	\$ -	\$ 555,000.00	\$ 3,700,000.00	\$ 4,255,000.00	Water Master Plan	TBD
2	CP-W-0004	Water	Alternative Water Options Research Project	This project will research alternative water sources for the City that were introduced in the Water Master Plan.	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	Water Master Plan	TBD
3	W-13	Water	US 290 Crossing at Golf Course	This water line project is necessary to provide adequate conveyance across US 290 from the Gregg Manor Road ground storage tank and pressurization facility to the south side of US 290. Manor will be able to receive more flow from the wholesale supplier at the take point at the new tank and pump station and needs additional capacity to convey the increased supply to downtown Manor. The crossing will also provide system resiliency by creating another connection from the north to the south side US 290.	\$ -	\$ 48,000.00	\$ 552,000.00	\$ 600,000.00	2023 Bond Project List	2023 Certificates of Obligation
4	W-20	Water	Bois d'Arc 16" Waterline	This connecting line will complete a water line loop along Bois de' Arc lane that will provide for improved water quality, system reliability and enhanced distribution system capacity for growth in the area.	\$ 328,000.00	\$ 1,184,000.00	\$ -	\$ 1,512,000.00	2023 Bond Project List	2023 Certificates of Obligation
5	CP-W-0001	Water	Water Master Plan (Water Supply)	The water master plan is to be completed this year. Adoption of the plan will include recommendations for water supply options. To allow sufficient time for planning, engineering and construction, preliminary engineering needs to begin in 2024 and design completed in 2025 to assure adequate water supplies when needed.	\$ 250,000.00	\$ 1,750,000.00	\$ 20,000,000.00	\$ 22,000,000.00	2023 Bond Project List	2023 Certificates of Obligation
6B	CP-WW-0003	Wastewater	Llano St and Lampasas St Interceptors	The project involves the upgrade/upsized of existing gravity relief pipes, with pipe diameters ranging from 18" to 36". The total length of pipe to be installed is 4,060 feet.	\$ 300,000.00	\$ 580,000.00	\$ 4,427,000.00	\$ 5,312,000.00	Present CIP Project List (WWMP)	TBD
<b>Total Cost</b>					<b>\$ 1,128,000.00</b>	<b>\$ 4,117,000.00</b>	<b>\$ 28,679,000.00</b>	<b>\$ 33,929,000.00</b>		

CITY OF MANOR CAPITAL IMPROVEMENT PROGRAM				
<b>PROJECT ID:</b>	CP-W-0008 (W-20)			
<b>TYPE:</b>	Water			
<b>PROJECT TITLE:</b>	Bois d'Arc 16" Waterline			
<b>ADDRESS:</b>	Bois d'Arc Rd, Manor, TX 78653			
<b>LOCATION:</b>	Bois d'Arc Rd, between President Meadows and Presidential Glen			
<b>DESCRIPTION:</b>	This connecting line will complete a water line loop along Bois de' Arc lane that will provide for improved water quality, system reliability and enhanced distribution system capacity for growth in the area.			
SCHEDULE	START	END	PROJECT NEED/BENEFITS	
PRELIM DESIGN			<ul style="list-style-type: none"> <li>Improved water quality and system reliability</li> <li>Enhanced distribution system capacity for population growth in the area</li> </ul>	
FINAL DESIGN				
PERMITTING				
CONSTRUCTION				
For Non-Utility Projects, check all that apply: <input type="checkbox"/> Project will also involve the need for NEW City Utility Infrastructure (Water, Storm, Sewer). <input type="checkbox"/> Project Cost Estimate Below DOES include cost for new utility infrastructure. <input type="checkbox"/> Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.				
PROJECT COSTS	FY 2024	FY 2025	FY 2026	TOTAL
Design Phase		\$ 120,000.00		\$ 120,000.00
Management			\$ 50,000.00	\$ 50,000.00
Construction		\$ 208,000.00	\$ 1,134,000.00	\$ 1,342,000.00
Inspection/Testing				\$ -
Contingencies				\$ -
Other				\$ -
<b>Total Estimated Cost</b>	\$ -	\$ 328,000.00	\$ 1,184,000.00	\$ 1,512,000.00
PROJECT BUDGET	FY 2024	FY 2025	FY 2026	TOTAL
<b>FUNDING SOURCE</b>				
FY 2023 Certificates of Obligation	\$ -	\$ 328,000.00	\$ 1,184,000.00	\$ 1,512,000.00
<b>Total Revenues</b>	\$ -	\$ 328,000.00	\$ 1,184,000.00	\$ 1,512,000.00
<b>EXPENDITURE</b>				
FY 2023 Certificates of Obligation	\$ -	\$ 328,000.00	\$ 1,184,000.00	\$ 1,512,000.00
<b>Total Expenditures</b>	\$ -	\$ 328,000.00	\$ 1,184,000.00	\$ 1,512,000.00



# CAPITAL PROJECTS LOCATION MAP: Bois d'Arc 16" Waterline (W-20)



Map Created By:  
**GBA**

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work No. 40 to the Master Services Agreement with George Butler Associates, Inc. for the upgrade/upsizing of existing gravity relief pipes, with pipe diameters ranging from 18-inches to 36 inches. The total length of pipe to be installed is 4,060 linear feet.

### BACKGROUND AND SUMMARY:

This proposal is for the professional engineering services for design, bidding and construction phases for upgrade/upsizing of existing gravity relief pipes, with pipe diameters ranging from 18-inches to 36-inches. The total length of pipe to be installed is 4,060 linear feet. This will improve system capacity that will help accommodate current and future wastewater flows, reducing the risk of overflows and backups. Initial project funding to be with the FY2023 Certificates of Obligation, with construction funding to be via subsequent debt issuances or other funding sources.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** Yes  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- SOW #40
- CIP Project Summary Table
- CP-WW-0003 Project Charter and Map

### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the proposed Statement of Work No. 40 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$486,500.

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**EXHIBIT A**

**Statement of Work (SOW) No. 40  
TO MASTER SERVICES AGREEMENT**

Statement of Work No. 40 (“SOW”) to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described below, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

**ASSIGNMENT:** Professional Engineering Services to conduct design, bidding and construction phase services for the upgrade/upsized of existing sanitary sewer gravity relief pipes, ranging in diameters from 18” to 36”. The total length of pipe to be installed is 4,060 feet.

**SCOPE OF SERVICES:**

**TASK 1: PROJECT MANAGEMENT**

Coordinate project goals and align CITY and ENGINEER expectations and purposes. Subtasks will include:

- SUBTASK 1: Kickoff Meeting
- SUBTASK 2: Progress Meetings
- SUBTASK 3: Invoices and Progress Reports
- SUBTASK 4: Principal Oversight

**TASK 2: PRELIMINARY ENGINEERING**

- SUBTASK 1: Collect all maps, drawings, and specifications available on the relevant portions of the project.
- SUBTASK 2: Define the project criteria in accordance with funding commitments and limits.
- SUBTASK 3: Review field investigations, surveying and mapping analysis to refine the quantitative limits of the project.
- SUBTASK 4: Conduct subsurface utility investigations.
- SUBTASK 5: Geotechnical investigations, provide report with recommendations.
- SUBTASK 6: Confirm route alignment and utility coordination for the proposed project.
- SUBTASK 7: Evaluate need of acquisition for rights-of-way and easements.
- SUBTASK 8: Complete preliminary design calculations and drawing for the construction of the facilities.

SUBTASK 9: Submit preliminary design to Owner for review and approval.

SUBTASK 10: Prepare preliminary opinion of probable cost for the anticipated quantities involved for identified alternatives.

SUBTASK 11: Generate schematic layout of proposed improvements.

### **TASK 3: CONSTRUCTION DOCUMENT PHASE**

SUBTASK 1: Review field investigation, survey and other data for performance of detailed designs, as required.

SUBTASK 2: Prepare drawings for construction of the project.

SUBTASK 3: Prepare technical specifications for construction of the project.

SUBTASK 4: Prepare contract documents for construction of the project.

SUBTASK 5: Prepare Texas Commission on Environmental Quality (TCEQ) permitting submittal for construction of the project.

SUBTASK 6: Prepare Texas Department of Transportation (TXDOT) right-of-way (ROW) permit for construction of the project.

SUBTASK 7: Prepare railroad crossing permitting submittal for construction of the project.

### **TASK 4: BIDDING PHASE**

SUBTASK 1: Provide bidding documents to CITY and assist with bidding.

SUBTASK 2: Issue bid documents to potential bidders.

SUBTASK 3: Answer potential bidder inquiries and issue addenda as necessary.

SUBTASK 4: Conduct pre-bid conference.

SUBTASK 5: Submit opinion of probable construction costs (OPCC) and attend bid opening.

SUBTASK 6: Reviewing bids, develop bid tabulation, perform contactor qualifications verification and provide recommendation of award.

SUBTASK 7: Submit to CITY for review and approval to award.

SUBTASK 8: Provide contracts and execution of award.

### **TASK 5: CONSTRUCTION PHASE**

SUBTASK 1: Review required bonding and insurance requirements and prepare notice to proceed.

SUBTASK 2: Conduct pre-construction conference and review contract requirements.

SUBTASK 3: Perform submittal review and approval in accordance with construction documents.

SUBTASK 4: Conduct periodic observations of construction progress and prepare record copies of inspections.

SUBTASK 5: Review field testing reports.

SUBTASK 6: Issue construction-related decisions to contractor on proceeding with alternative or unit price work items.

SUBTASK 7: Review contractor's pay requests for accurate progress representation and make recommendations to Owner for payment.

SUBTASK 8: Conduct a final inspection of all completed work and quantities, and issue recommendations for final payment.

SUBTASK 9: Issue a certificate of substantial construction compliance and closeout documents.

SUBTASK 10: Prepare record construction drawings to reflect any adjustments.

**ADDITIONAL SERVICES:**

Services specifically excluded under this Agreement include:

1. Easement/ROW acquisition services.
2. Re-designs after first approval or due to changes in regulatory criteria or Owner options.
3. Topographic or boundary surveys or survey corrections, easement surveys and field notes/descriptions.
4. Design or survey services for other improvements, conveyances, or utilities other than listed.
5. Permitting not specifically listed, payment of review fees, filing fees, permit fees, advertising fees, service commitment charges, aid to construction or other similar charges.
6. Inspection or testing services.
7. SWPPP or TPDES permits.
8. Permitting Support.
9. Construction phase services not specifically listed.
10. Any designs or reports not specifically listed.
11. Additional meetings and site visits not specifically listed.
12. Any other service not specifically listed.

**COMPENSATION:**

TASK 1. FEE:	\$13,700
TASK 2. FEE:	\$135,900
TASK 3. FEE:	\$238,000
TASK 4. FEE:	\$25,900
TASK 5. FEE:	\$73,000

**TOTAL:** \$486,500

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

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

By: Frank T. Phelon

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


Date: 9/27/2024

**CITY OF MANOR PRIORITY PROJECTS - OPTION 2**

Color Code:	Projects from 2023 Bond Project List	
	Projects from Wastewater Master Plan	
	Projects from Water Master Plan	



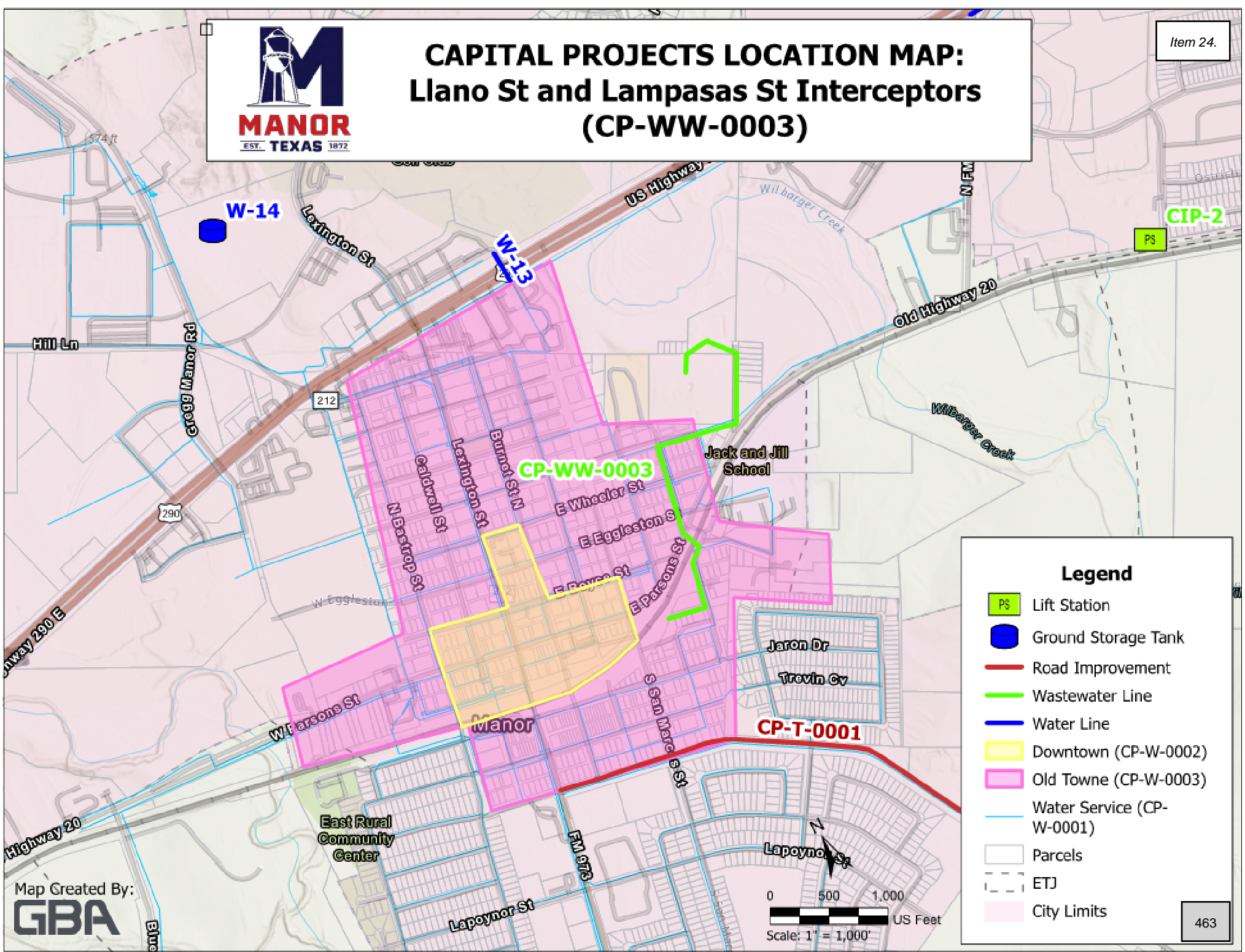
Priority	Project ID	Type	Project Title	Project Description	Project Costs				Origin	Funding Source
					FY 2024	FY 2025	FY 2026	Total Cost		
1	CP-W-0002	Water	Waterline Upsizing Project	This project involves the replacement of the existing 12" waterline with a 16" waterline between the intermediate tank to downtown.	\$ -	\$ 555,000.00	\$ 3,700,000.00	\$ 4,255,000.00	Water Master Plan	TBD
2	CP-W-0004	Water	Alternative Water Options Research Project	This project will research alternative water sources for the City that were introduced in the Water Master Plan.	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	Water Master Plan	TBD
3	W-13	Water	US 290 Crossing at Golf Course	This water line project is necessary to provide adequate conveyance across US 290 from the Gregg Manor Road ground storage tank and pressurization facility to the south side of US 290. Manor will be able to receive more flow from the wholesale supplier at the take point at the new tank and pump station and needs additional capacity to convey the increased supply to downtown Manor. The crossing will also provide system resiliency by creating another connection from the north to the south side US 290.	\$ -	\$ 48,000.00	\$ 552,000.00	\$ 600,000.00	2023 Bond Project List	2023 Certificates of Obligation
4	W-20	Water	Bois d'Arc 16" Waterline	This connecting line will complete a water line loop along Bois de' Arc lane that will provide for improved water quality, system reliability and enhanced distribution system capacity for growth in the area.	\$ 328,000.00	\$ 1,184,000.00	\$ -	\$ 1,512,000.00	2023 Bond Project List	2023 Certificates of Obligation
5	CP-W-0001	Water	Water Master Plan (Water Supply)	The water master plan is to be completed this year. Adoption of the plan will include recommendations for water supply options. To allow sufficient time for planning, engineering and construction, preliminary engineering needs to begin in 2024 and design completed in 2025 to assure adequate water supplies when needed.	\$ 250,000.00	\$ 1,750,000.00	\$ 20,000,000.00	\$ 22,000,000.00	2023 Bond Project List	2023 Certificates of Obligation
6B	CP-WW-0003	Wastewater	Llano St and Lampasas St Interceptors	The project involves the upgrade/upsized of existing gravity relief pipes, with pipe diameters ranging from 18" to 36". The total length of pipe to be installed is 4,060 feet.	\$ 300,000.00	\$ 580,000.00	\$ 4,427,000.00	\$ 5,312,000.00	Present CIP Project List (WWMP)	TBD
<b>Total Cost</b>					<b>\$ 1,128,000.00</b>	<b>\$ 4,117,000.00</b>	<b>\$ 28,679,000.00</b>	<b>\$ 33,929,000.00</b>		

CITY OF MANOR CAPITAL IMPROVEMENT PROGRAM				
<b>PROJECT ID:</b>	CP-WW-0003			
<b>TYPE:</b>	Wastewater			
<b>PROJECT TITLE:</b>	Llano St and Lampasas St Interceptors			
<b>ADDRESS:</b>				
<b>LOCATION:</b>	Llano St and Lampasas St			
<b>DESCRIPTION:</b>	The project involves the upgrade/upsizes of existing gravity relief pipes, with pipe diameters ranging from 18" to 36". The total length of pipe to be installed is 4,060 feet.			
SCHEDULE	START	END	PROJECT NEED/BENEFITS	
PRELIM DESIGN			<ul style="list-style-type: none"> <li>Improved system capacity that will help accommodate current and future wastewater flows, reducing the risk of overflows and backups</li> </ul>	
FINAL DESIGN				
PERMITTING				
CONSTRUCTION				
<p>For Non-Utility Projects, check all that apply:</p> <p><input type="checkbox"/> Project will also involve the need for NEW City Utility Infrastructure (Water, Storm, Sewer).</p> <p><input type="checkbox"/> Project Cost Estimate Below DOES include cost for new utility infrastructure.</p> <p><input type="checkbox"/> Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.</p>				
PROJECT COSTS	FY 2024	FY 2025	FY 2026	TOTAL
Design Phase		\$ 300,000.00	\$ 580,000.00	\$ 880,000.00
Management				\$ -
Construction			\$ 3,405,040.00	\$ 3,405,040.00
Inspection/Testing				\$ -
Contingencies			\$ 1,026,960.00	\$ 1,026,960.00
Other				\$ -
<b>Total Estimated Cost</b>	\$ -	\$ 300,000.00	\$ 5,012,000.00	\$ 5,312,000.00
PROJECT BUDGET	FY 2024	FY 2025	FY 2026	TOTAL
<b>FUNDING SOURCE</b>				
FY 2023 Certificates of Obligation	\$ -	\$ 300,000.00	\$ 580,000.00	\$ 880,000.00
TBD			\$ 4,432,000.00	\$ 4,432,000.00
<b>Total Revenues</b>	\$ -	\$ 300,000.00	\$ 5,012,000.00	\$ 5,312,000.00
<b>EXPENDITURE</b>				
FY 2023 Certificates of Obligation	\$ -	\$ 300,000.00	\$ 580,000.00	\$ 880,000.00
TBD		\$ -	\$ 4,432,000.00	\$ 4,432,000.00
<b>Total Expenditures</b>	\$ -	\$ 300,000.00	\$ 5,012,000.00	\$ 5,312,000.00



# CAPITAL PROJECTS LOCATION MAP: Llano St and Lampasas St Interceptors (CP-WW-0003)

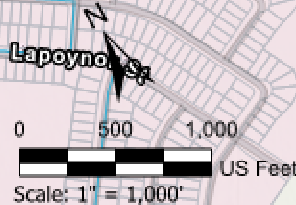
Item 24.



**Legend**

- PS Lift Station
- Ground Storage Tank
- Road Improvement
- Wastewater Line
- Water Line
- Downtown (CP-W-0002)
- Old Towne (CP-W-0003)
- Water Service (CP-W-0001)
- Parcels
- ETJ
- City Limits

Map Created By:  
**GBA**



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AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Tyler Shows, E.I.T.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

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

### BACKGROUND/SUMMARY:

This change order is a deduct change order and includes field orders 1, 2, and 3 that were acknowledged throughout the project. The attached memorandum goes into detail about each individual field order. This will also include the addition of fifty-four calendar days to the contract time.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** Yes  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- Change Order No. 4
- Memorandum

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve Change Order No. 4 a deduct to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of \$10,911.17 and the addition of 54 calendar days to the final completion of this project.



## CHANGE ORDER

ORDER NO.: 4  
DATE: 10/16/2024  
AGREEMENT DATE: 2/15/2023

NAME OF PROJECT: Bell Farms and Presidential Glen Lift Station Expansion  
OWNER: City of Manor

CONTRACTOR: JM Pipeline, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

Item No. 1– Deduct 1 Lump Sum Field Order No.1 @ (\$58,385.67)/LS = (\$58,385.67)

Item No. 2 – Add 1 Lump Sum Field Order No. 2 @ \$43,711.50/LS = \$43,711.50

Item No. 3 - Add 1 Lump Sum Field Order No. 3 @ \$3,763.00/LS = \$3,763.00

2. Change to CONTRACT PRICE:


Original CONTRACT PRICE: \$1,731,127.00  
Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$1,996,314.56.  
The CONTRACT PRICE due to this CHANGE ORDER will be **DECREASED** by: \$10,911.17  
The new CONTRACT PRICE including this CHANGE ORDER will be \$1,985,403.39.

3. There will be a change to the CONTRACT TIME:

An increase of 54 calendar days to the contract time.  
The current contract time adjusted by the previous change orders was 488 days.  
The new contract time is 542 days.

4. Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Rebecca Howley, P.E. Signed:   
Engineer

Ordered by: \_\_\_\_\_ Signed: \_\_\_\_\_  
Owner City of Manor

Accepted by: JM Pipeline LLC Gaspar Caracheo Signed:   
Signer ID: RHNSP1EQ10...



## MEMORANDUM

To: City of Manor  
From: GBA  
Date: 10/16/2024  
Subject: Change Order No.4 for Bell Farms and Presidential Glen Lift Station Expansion

This will cover the necessary change orders that are being requested for the Bell Farms and Presidential Glen Lift Station Expansion.

Field Order No. 1 Removed Alternate Bid Item 1 and Item 2. This removed the asphalt access drive, and the Ribbon Curb associated with the Presidential Glen Lift station. The Bell Farms Lift Station's wet well had to be adjusted to not be in conflict with an existing gas line. This moved the wet well 13.5 feet north, adding additional ground cover, additional linear feet 15" wastewater line, and additional fencing to enclose the wet well. Backup documentation is provided in this packet.

Field Order No. 1 – **Deduction of (\$58,385.67)**

Field Order No. 2 Increased bid item number 9, wet well coating. Coating quantities adjustments occurred to match the square footage at both lift stations. This consists of a deduction in quantities for the Bell Farms Lift Station and an addition of quantities for the Presidential Glen Lift Station. Backup documentation is provided in this packet.

Field Order No. 2 – **Increase of \$43,711.50**

Field Order No. 3 Increased Bid Item number 30, SCADA allowance by \$2,127.00 for the Bell Farms Lift Station. Increased Bid Item number 43, SCADA allowance by \$1,636.00 for Presidential Glen Lift Station. This was due to the expiration of the honored contract price; a new quote was provided and accepted. Backup documentation is provided in this packet. SCADA allowance is a pass-through cost that the city absorbs.

Field Order No. 3 – **Increase of \$3,763.00**

Total Field Order cost: **(\$10,911.17)**

This change order will be a **1% decrease** from the original contract amount.

This change order will also include additional days to the contract time. An **increase of fifty-four calendar days** to the project making the **adjusted final completion date 9/13/2024**. This increase includes six days for additional wet well coating, twenty-two days for weather days, and twenty-six days for potable water observed at the Presidential Glen Lift Station and the associated leak detection.

## FIELD ORDER NO. 1

**DATE:** AUGUST 25, 2023

**PROJECT NO:** 15110.02

**TO:** JM Pipeline, LLC  
P.O. Box 8614  
Horseshoe Bay, Tx 78657  
Phone: (830)-953-1010

**RE:** Bell Farms and Presidential Glen Lift Station Expansion

In accordance with the GENERAL CONDITIONS OF THE AGREEMENT, Paragraphs 15, 16, 19, and 31, of the referenced project, the following changes are hereby directed:

- |   |               |
|---|---------------|
| 1. Subtract 2,522.97 SF of Alternate Bid Item 1, Asphalt Access Drive @\$25.00/SF | (\$63,074.25) |
| 2. Subtract 420.49 LF of Alternate Bid Item 2, Ribbon Curb @\$8.00/LF.            | (\$3,363.92)  |
| 3. Additional 253.5 SF of Bid Item 7, Ground Cover @\$10.00/SF.                   | \$2,535       |
| 4. Additional 13.5 LF of Bid Item 8, 15" Pipe @\$245.00/LF.                       | \$3,307.5     |
| 5. Additional 26 LF of Bid Item 16, Fencrete @\$85.00/LF.                         | 2,210.00      |

**Total = (\$58,385.67)**

Should you have any questions regarding this matter, please contact this office.

ISSUED

ACKNOWLEDGED

  
Rebecca Howley, P.E.

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

Copy: Matt Woodard, City of Manor

## FIELD ORDER NO. 2

DATE: NOVEMBER 20, 2023

PROJECT NO: 15110.02

TO: JM Pipeline, LLC  
P.O. Box 8614  
Horseshoe Bay, Tx 78657  
Phone: (830)-953-1010

RE: Bell Farms and Presidential Glen Lift Station Expansion

In accordance with the GENERAL CONDITIONS OF THE AGREEMENT, Paragraphs 15, 16, 19, and 31, of the referenced project, the following changes are hereby directed:

1. This field order will **increase** Bid Item number 9, wet well coating by **874.23 SF @ \$50.00/SF.**  
**Increase of \$43,711.50**
  - a. **Original quantity in the bid tabulation 1,383.00**
  - b. Correct Quantity for this project is below.
    - i. 973.89 SF of Bid Item 9, wet well coating @\$50.00/SF (Bell Farms)
      1. New wet well interior.
    - ii. 1,283.34 SF of Bid Item 9, wet well coating @\$50.00/SF (Presidential Glen)
      1. Existing wet well interior coating.
      2. New wet well interior coating.

Should you have any questions regarding this matter, please contact this office.

ISSUED

ACKNOWLEDGED

  
Rebecca Howley, P.E.

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

Copy: Matt Woodard, City of Manor

### FIELD ORDER NO. 3

DATE: JANUARY 18, 2024

PROJECT NO: 15110.02

**TO:** JM Pipeline, LLC  
P.O. Box 8614  
Horseshoe Bay, Tx 78657  
Phone: (830)-953-1010

**RE:** Bell Farms and Presidential Glen Lift Station Expansion

In accordance with the GENERAL CONDITIONS OF THE AGREEMENT, Paragraphs 15, 16, 19, and 31, of the referenced project, the following changes are hereby directed:

1. This field order will **increase** Bid Item number 30, SCADA allowance by **\$2,127.00 LS**
2. This field order will **increase** Bid Item number 43, SCADA allowance by **\$1,636.00 LS**

This field order will be a total **INCREASE** of **\$3,763.00**

Should you have any questions regarding this matter, please contact this office.

ISSUED

ACKNOWLEDGED

  
Rebecca Howley, P.E.

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

Copy: Matt Woodard, City of Manor

Item No.	Description	Units	Estimated Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$ 70,000	\$ 70,000
2	Demolition, Removal, and Salvage	LS	1	\$ 35,100	\$ 35,100
3	Asphalt Surface	SF	1910	\$ 15	\$ 28,650
4	Ribbon Curb	LF	136	\$ 8	\$ 1,088
5	Silt Fence	LF	409	\$ 5	\$ 2,045
6	Stabilized Construction Entrance	EA	2	\$ 4,500	\$ 9,000
7	Ground Cover	SF	502	\$ 10	\$ 5,020
8	15" Pipe	LF	34	\$ 245	\$ 8,330
9	Wetwell coating	SF	1383.5	\$ 50	\$ 69,175
10	Replace Hoist and Festoon System on JIB crane	EA	2	\$ 18,000	\$ 36,000
11	Sandblast and coat piping	LS	1	\$ 22,000	\$ 22,000
12	Pump and Haul	LS	1	\$ 2,250	\$ 2,250
13	Concrete	SF	112	\$ 30	\$ 3,360
14	Shelter Light	EA	2	\$ 900	\$ 1,800
15	LED Area Light	EA	2	\$ 8,608	\$ 17,216
<b>Bell Farm Specific</b>					
16	Fencecrete	LF	260	\$ 85	\$ 22,100
17	Fencecrete Gate	LF	20	\$ 650	\$ 13,000
18	10' Dia. Wet Well Expansion	LS	1	\$ 110,000	\$ 110,000
19	Surge Relief Valve	EA	1	\$ 26,900	\$ 26,900
20	6" Plug Valve	EA	1	\$ 4,342	\$ 4,342
21	Replace Pump Piping and Railing System	LS	1	\$ 195,780	\$ 195,780
22	Holiday access hatch with Safety Grating	EA	1	\$ 14,060	\$ 14,060
23	Replace Check Valve	EA	2	\$ 5,760	\$ 11,520
24	OdaKilla Odor Control System	EA	1	\$ 41,540	\$ 41,540
25	Wet Well Junction Box	EA	1	\$ 57,745	\$ 57,745
26	Replace Electrical Shelter	LS	1	\$ 25,220	\$ 25,220
27	Replace Control Panel	LS	1	\$ 92,315	\$ 92,315
28	Replace Generator	LS	1	\$ 100,400	\$ 100,400
29	Remove SCADA Tower and Remount Antenna	LS	1	\$ 3,370	\$ 3,370
30	SCADA Allowance	LS	1	\$ 18,072	\$ 18,072
<b>Presidential Glen Specific</b>					
31	Wheel Stops	EA	2	\$ 950	\$ 1,900
32	6' Dia. Wet Well Expansion	LS	1	\$ 80,375	\$ 80,375
33	8" DI vent pipe with bollard	LS	1	\$ 14,710	\$ 14,710
34	Surge Relief Valve	EA	1	\$ 24,445	\$ 24,445
35	6" Plug Valve	EA	1	\$ 6,032	\$ 6,032
36	Replace Check Valves	EA	2	\$ 5,175	\$ 10,350
37	Replace Pump Piping and Railing System	LS	1	\$ 174,000	\$ 174,000
38	OdaKilla Odor Control System	EA	1	\$ 41,540	\$ 41,540
39	ARV quick connect cap	EA	1	\$ 150	\$ 150
40	Wet Well Junction Box	EA	1	\$ 83,215	\$ 83,215
41	RADAR level Sensor	LS	1	\$ 7,618	\$ 7,618
42	Control Panel	LS	1	\$ 96,000	\$ 96,000
43	SCADA Allowance	LS	1	\$ 18,199	\$ 18,199
<b>Total</b>					\$ 1,605,932

<b>Presidential Glen Lift Station Asphalt Drive Alternate Bid</b>					
Item No.	Description	Units	Estimated Quantity	Unit Cost	Cost
1	Asphalt Access Drive	SF	3600	\$ 25	\$ 90,000
2	Ribbon Curb	LF	490	\$ 8	\$ 3,920
3	Fencecrete	LF	215	\$ 85	\$ 18,275
4	Fencecrete Gate	LF	20	\$ 650	\$ 13,000
<b>Subtotal</b>					\$ 125,195

**PROPOSAL (cont'd)**

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the work within following times:

**Base Bid Work– FOUR HUNDRED SIX (406) calendar days for substantial completion of lift stations.**

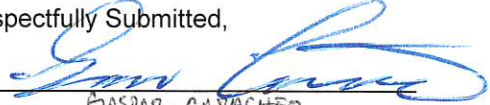
**Base Bid Work– FOUR HUNDRED THIRTY-SIX (436) calendar days for final completion of all work.**

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten (10) days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of 5%  
(\$ GREATEST AMOUNT BID) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the Owner and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By   
GASPAR CAPACHO

Title PRESIDENT

(Corporate Seal,  
if applicable)

JM PIPELINE  
Business Name

825 MAGNOLIA LN.

COTTONWOOD SHORES, TX 78657  
Address

830-953-1010  
Telephone



**QUOTE NO. 230104-02-RD Pricing Updated 230925**  
**SCADA EQUIPMENT & SERVICES**  
**PRESIDENTIAL GLEN LIFT STATION**  
**MANOR, TEXAS**  
**September 25, 2023**

This quotation offers the City of Manor standard DFS “Pump-Controller Lift Station RTU” and associated DFS services for the above-referenced project. The TCU800 Pump-Controller is a pre-fabricated, pre-programmed, off-the-shelf level control device. Components utilized in this RTU are consistent with existing installations throughout the Manor Texas. Please review all information provided below. This quotation includes, and is limited to, the following.

Should you have any questions or require additional information, please don’t hesitate to contact Robert Durham at [rdurham@dataflowsys.com](mailto:rdurham@dataflowsys.com) or by phone at 903-330-1548.

**(1) RTU BILL OF MATERIAL .....\$ 13,596.00**

INCLUDES THE FOLLOWING:

(1) Prefabricated TCU800 Enclosure Assembly, *includes:*

- (1) TCU800 Enclosure w/Plate, 316 SS, 24Hx20Wx8D
- (1) TCU800 Deluxe Snap-in Installation Kit w/Wire Harness (includes 1 Relay for Alarm Output)
- (1) TCU800 Harness Relay Adder Kit (adds 4 Relays for Pump Commands & Aux Output)
- (1) RTU Surge Protection Kit (TFS001, SPS001)
- (1) 3-Phase Surge Protector Kit (480vAC)
- (1) Polyphaser Coaxial Surge Protector
- (1) RF pigtail
- (1) 7 Ah Backup Battery

- (1) TCU800 Pump Controller w/Integrated Radio
- (1) LAA217 Omni Directional Fiberglass Antenna (NOTE: To be mounted by others, not less than 21 Ft AGL.)
- (1) LMR400-DB Coaxial Cable w/Connectors & Heat Shrink (Coax up to 75 feet.)
- (25) Band-it SS Cable Ties for Coaxial Cable
- (1) Shipping, FOB Destination

**(1) DFS SERVICES (PER DFS SCOPE OF WORK).....\$ 6,239.00**

INCLUDES THE FOLLOWING:

- (1) Onsite TCU Wiring, Central Site Configurations/HMI Screen (1 trip, up to 8 hours onsite)
- (1) Onsite Startup Services (1 trip, up to 8 hours onsite)
- (1) FCC Licensing Services

**WORK TO BE PERFORMED BY DFS:**

DFS will ship the entire Bill of Material to the contractor for mounting, conduit and wiring purposes. DFS wiring services are limited to those inside the TCU Enclosure (all other wiring is by others). DFS will complete all local TCU configurations and those required at the Utility’s central site. Central site configurations include a TCU



graphical screen that is consistent with the City's other lift station sites. DFS will provide on-site start-up services for the SCADA equipment.

**WORK TO BE PERFORMED BY THE CONTRACTOR / OTHERS:**

1. DFS will ship the entire Bill of Material to the Contractor for installation by others.
2. The TCU shall be mounted in a standard DFS prefabricated 316 SS enclosure. DFS will ship the TCU enclosure to the contractor for mounting, conduit and wire. All wire terminations external to the TCU enclosure are by others.
3. Conduit, signal wire and 120 VAC power will be provided and installed by electrical subcontractor, in accordance with NEC. AC service wires, digital signal wires and analog circuit wires shall not occupy the same conduits. Analog signals require shielded 2-conductor wire. DFS recommends 16 AWG stranded wire for all other signals. Terminals with the TCU cannot accept signal wire that is solid core or larger than 12 AWG. Solid core wire or wire larger than 12AWG must not be used.
4. The required tower/support structure for SCADA Antenna shall be provided and installed by others. The antenna must be mounted no less than 35' high. The antenna mounting bracket is designed to be secured to a 1.25" diameter pole. DFS will ship the antenna and coaxial cable to contractor for mounting on the structure by others.
5. It is the responsibility of the contractor to coordinate antenna structure/mast location with the engineer/owner. DFS recommends locating it within 15' of the RTU panel to minimize coaxial cable length.
6. Conduit for coaxial cable. If required, this conduit shall be 2" minimum and routed from base of tower/structure to the SCADA panel for coaxial cable. All bends shall conform to NEC for smooth radius (lead sheath) bends 11" min. No LB's or right-angle fittings are permitted on this conduit.
7. Grounding and Bonding of the antenna tower, tower ground rod, RTU and Power Utilities ground rod is the responsibility of others. The grounds lugs and taps for all must be bonded together using a continuous single 6 AWG solid bare copper wire. Improper grounding will void the DFS lightning and surge warranty. A DFS grounding procedure is available online at <https://www.dataflowsys.com/wp-content/uploads/2021/01/DFS-RTU-Grounding-Procedure.pdf>
8. Provide and install all required level transducers, instrumentation, floats, etc.
9. Surge protection to protect devices outside of the SCADA panel is responsibility of instrumentation / device provider / others. Providers of instrumentation, devices and services are responsible for signal/noise quality to meet the requirements of the control/telemetry system.
10. Any required permitting, sealed drawings, and associated fees.

**PRICING & TERMS:**

**This quotation totals \$19,835.00 (18,323.00 + \$1,512.00 SALES TAX @ 8.25%). ADD COST OF OPTIONAL SPARE IF REQUIRED.** Pricing assumes credit approval by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. Partial billing may occur as individual services are completed. Lead time is 8-10 weeks after receipt of order, or after approved submittal if required. Please review the Quotation Notes listed below. This quotation will be honored for 90 days.

**OPTIONAL, IF REQUIRED BY SPECIFICATION:**

**(1) SPARE, TCU800 PUMP CONTROLLER W/INTEGRATED RADIO \$ 6,363.00 (includes \$489.00 sales tax)**

**QUOTATION NOTES:**

1. Only those items and services specifically listed above are included in this quotation.
2. Lead time for submittal, if required, is 30 days after receipt of order.

3. Pricing totals include all applicable taxes. If you are tax exempt, notify DFS and the pricing in the contract documents will reflect the removal of taxes. A copy of your tax-exempt certificate will be required.
4. Pricing assumes credit approval of purchaser by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. Those Terms and conditions may be viewed by visiting our website at <https://www.dataflowsys.com/wp-content/uploads/2022/03/DFS-GENERAL-TERMS-CONDITIONS.pdf>
5. While DFS is willing to consider Purchasers requests for alternate terms and conditions, the adoption of such terms and conditions will be at the sole discretion of DFS and will make necessary a commensurate adjustment in quoted price.
6. Worksite(s) must be accessible by DFS vehicles and DFS crews must have access to work site(s) to perform work during all daylight hours, seven (7) days a week excluding holidays.
7. All items shipped will be billed at the time of shipment. Shipping is included.
8. DFS imposes a surcharge of 3.5% (which is not greater than our cost of acceptance) on the transaction amount on all invoices for which payment is remitted via MasterCard and/or Visa credit card products.
9. This quotation does not include bonding, any required permitting, sealed drawings, or associated fees.
10. This quotation stipulates DFS' existing insurance provider(s) and policy coverage are acceptable to the Purchaser. DFS insurance information can be downloaded at
11. <https://www.dataflowsys.com/wp-content/uploads/2022/04/ACORD-Form-COI-thru-3-31-2023.pdf>
12. DFS prefers the adoption of our Agreement of Sale as the contract that will establish the terms under which DFS will participate in this project.



**QUOTE NO. 230104-02-RD  
SCADA EQUIPMENT & SERVICES  
PRESIDENTIAL GLEN LIFT STATION  
MANOR, TEXAS  
JANUARY 4, 2023**

This quotation offers the City of Manor standard DFS “Pump-Controller Lift Station RTU” and associated DFS services for the above-referenced project. The TCU800 Pump-Controller is a pre-fabricated, pre-programmed, off-the-shelf level control device. Components utilized in this RTU are consistent with existing installations throughout the Manor Texas. Please review all information provided below. This quotation includes, and is limited to, the following.

Should you have any questions or require additional information, please don’t hesitate to contact Robert Durham at [rdurham@dataflowsys.com](mailto:rdurham@dataflowsys.com) or by phone at 903-330-1548.

**(1) RTU BILL OF MATERIAL .....\$ 12,908.00**

INCLUDES THE FOLLOWING:

(1) Prefabricated TCU800 Enclosure Assembly, *includes:*

- (1) TCU800 Enclosure w/Plate, 316 SS, 24Hx20Wx8D
- (1) TCU800 Deluxe Snap-in Installation Kit w/Wire Harness (includes 1 Relay for Alarm Output)
- (1) TCU800 Harness Relay Adder Kit (adds 4 Relays for Pump Commands & Aux Output)
- (1) RTU Surge Protection Kit (TFS001, SPS001)
- (1) 3-Phase Surge Protector Kit (480vAC)
- (1) Polyphaser Coaxial Surge Protector
- (1) RF pigtail
- (1) 7 Ah Backup Battery

- (1) TCU800 Pump Controller w/Integrated Radio
- (1) LAA217 Omni Directional Fiberglass Antenna (NOTE: To be mounted by others, not less than 21 Ft AGL.)
- (1) LMR400-DB Coaxial Cable w/Connectors & Heat Shrink (Coax up to 75 feet.)
- (25) Band-it SS Cable Ties for Coaxial Cable
- (1) Shipping, FOB Destination

**(1) DFS SERVICES (PER DFS SCOPE OF WORK).....\$ 5,291.00**

INCLUDES THE FOLLOWING:

- (1) Onsite TCU Wiring, Central Site Configurations/HMI Screen (1 trip, up to 8 hours onsite)
- (1) Onsite Startup Services (1 trip, up to 8 hours onsite)
- (1) FCC Licensing Services

**WORK TO BE PERFORMED BY DFS:**

DFS will ship the entire Bill of Material to the contractor for mounting, conduit and wiring purposes. DFS wiring services are limited to those inside the TCU Enclosure (all other wiring is by others). DFS will complete all local TCU configurations and those required at the Utility’s central site. Central site configurations include a TCU

graphical screen that is consistent with the City's other lift station sites. DFS will provide on-site start-up services for the SCADA equipment.

**WORK TO BE PERFORMED BY THE CONTRACTOR / OTHERS:**

1. DFS will ship the entire Bill of Material to the Contractor for installation by others.
2. The TCU shall be mounted in a standard DFS prefabricated 316 SS enclosure. DFS will ship the TCU enclosure to the contractor for mounting, conduit and wire. All wire terminations external to the TCU enclosure are by others.
3. Conduit, signal wire and 120 VAC power will be provided and installed by electrical subcontractor, in accordance with NEC. AC service wires, digital signal wires and analog circuit wires shall not occupy the same conduits. Analog signals require shielded 2-conductor wire. DFS recommends 16 AWG stranded wire for all other signals. Terminals with the TCU cannot accept signal wire that is solid core or larger than 12 AWG. Solid core wire or wire larger than 12AWG must not be used.
4. The required tower/support structure for SCADA Antenna shall be provided and installed by others. The antenna must be mounted no less than 35' high. The antenna mounting bracket is designed to be secured to a 1.25" diameter pole. DFS will ship the antenna and coaxial cable to contractor for mounting on the structure by others.
5. It is the responsibility of the contractor to coordinate antenna structure/mast location with the engineer/owner. DFS recommends locating it within 15' of the RTU panel to minimize coaxial cable length.
6. Conduit for coaxial cable. If required, this conduit shall be 2" minimum and routed from base of tower/structure to the SCADA panel for coaxial cable. All bends shall conform to NEC for smooth radius (lead sheath) bends 11" min. No LB's or right-angle fittings are permitted on this conduit.
7. Grounding and Bonding of the antenna tower, tower ground rod, RTU and Power Utilities ground rod is the responsibility of others. The grounds lugs and taps for all must be bonded together using a continuous single 6 AWG solid bare copper wire. Improper grounding will void the DFS lightning and surge warranty. A DFS grounding procedure is available online at <https://www.dataflowsys.com/wp-content/uploads/2021/01/DFS-RTU-Grounding-Procedure.pdf>
8. Provide and install all required level transducers, instrumentation, floats, etc.
9. Surge protection to protect devices outside of the SCADA panel is responsibility of instrumentation / device provider / others. Providers of instrumentation, devices and services are responsible for signal/noise quality to meet the requirements of the control/telemetry system.
10. Any required permitting, sealed drawings, and associated fees.

**PRICING & TERMS:**

**This quotation totals \$18,199.00 (16,812.01 + \$1,386.99 SALES TAX @ 8.25%). ADD COST OF OPTIONAL SPARE IF REQUIRED.** Pricing assumes credit approval by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. Partial billing may occur as individual services are completed. Lead time is 8-10 weeks after receipt of order, or after approved submittal if required. Please review the Quotation Notes listed below. This quotation will be honored for 90 days.

**OPTIONAL, IF REQUIRED BY SPECIFICATION:**

**(1) SPARE, TCU800 PUMP CONTROLLER W/INTEGRATED RADIO \$ 6,255.00 (includes \$476.71 sales tax)**

**QUOTATION NOTES:**

1. Only those items and services specifically listed above are included in this quotation.
2. Lead time for submittal, if required, is 30 days after receipt of order.

3. Pricing totals include all applicable taxes. If you are tax exempt, notify DFS and the pricing in the contract documents will reflect the removal of taxes. A copy of your tax-exempt certificate will be required.
4. Pricing assumes credit approval of purchaser by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. Those Terms and conditions may be viewed by visiting our website at <https://www.dataflowsys.com/wp-content/uploads/2022/03/DFS-GENERAL-TERMS-CONDITIONS.pdf>
5. While DFS is willing to consider Purchasers requests for alternate terms and conditions, the adoption of such terms and conditions will be at the sole discretion of DFS and will make necessary a commensurate adjustment in quoted price.
6. Worksite(s) must be accessible by DFS vehicles and DFS crews must have access to work site(s) to perform work during all daylight hours, seven (7) days a week excluding holidays.
7. All items shipped will be billed at the time of shipment. Shipping is included.
8. DFS imposes a surcharge of 3.5% (which is not greater than our cost of acceptance) on the transaction amount on all invoices for which payment is remitted via MasterCard and/or Visa credit card products.
9. This quotation does not include bonding, any required permitting, sealed drawings, or associated fees.
10. This quotation stipulates DFS' existing insurance provider(s) and policy coverage are acceptable to the Purchaser. DFS insurance information can be downloaded at
11. <https://www.dataflowsys.com/wp-content/uploads/2022/04/ACORD-Form-COI-thru-3-31-2023.pdf>
12. DFS prefers the adoption of our Agreement of Sale as the contract that will establish the terms under which DFS will participate in this project.



**QUOTE NO. 230104-01-RD Pricing Updated 230925**  
**SCADA EQUIPMENT & SERVICES**  
**BELL FARMS LIFT STATION**  
**MANOR, TEXAS**  
**September 25, 2023**

This quotation offers the City of Manor standard DFS “Pump-Controller Lift Station RTU” and associated DFS services for the above-referenced project. The TCU800 Pump-Controller is a pre-fabricated, pre-programmed, off-the-shelf level control device. Components utilized in this RTU are consistent with existing installations throughout the Manor Texas. Please review all information provided below. This quotation includes, and is limited to, the following.

Should you have any questions or require additional information, please don’t hesitate to contact Robert Durham at [rdurham@dataflowsys.com](mailto:rdurham@dataflowsys.com) or by phone at 903-330-1548.

**(1) RTU BILL OF MATERIAL .....\$ 13,960.00**

INCLUDES THE FOLLOWING:

(1) Prefabricated TCU800 Enclosure Assembly, *includes:*

- (1) TCU800 Enclosure w/Plate, 316 SS, 24Hx20Wx8D
- (1) TCU800 Deluxe Snap-in Installation Kit w/Wire Harness (includes 1 Relay for Alarm Output)
- (1) TCU800 Harness Relay Adder Kit (adds 4 Relays for Pump Commands & Aux Output)
- (1) RTU Surge Protection Kit (TFS001, SPS001)
- (1) 3-Phase Surge Protector Kit (480vAC)
- (1) Polyphaser Coaxial Surge Protector
- (1) RF pigtail
- (1) 7 Ah Backup Battery

- (1) TCU800 Pump Controller w/Integrated Radio
- (1) LAA217 Omni Directional Fiberglass Antenna (NOTE: To be mounted by others, not less than 10 Ft AGL.)
- (1) LMR400-DB Coaxial Cable w/Connectors & Heat Shrink (Coax up to 50 feet.)
- (10) Band-it SS Cable Ties for Coaxial Cable
- (1) Shipping, FOB Destination

**(1) DFS SERVICES (PER DFS SCOPE OF WORK).....\$ 6,239.00**

INCLUDES THE FOLLOWING:

- (1) Onsite TCU Wiring, Central Site Configurations/HMI Screen (1 trip, up to 8 hours onsite)
- (1) Onsite Startup Services (1 trip, up to 8 hours onsite)
- (1) FCC Licensing Services

**WORK TO BE PERFORMED BY DFS:**

DFS will ship the entire Bill of Material to the contractor for mounting, conduit and wiring purposes. DFS wiring services are limited to those inside the TCU Enclosure (all other wiring is by others). DFS will complete all local TCU configurations and those required at the Utility’s central site. Central site configurations include a TCU

graphical screen that is consistent with the City's other lift station sites. DFS will provide on-site start-up services for the SCADA equipment.

**WORK TO BE PERFORMED BY THE CONTRACTOR / OTHERS:**

1. DFS will ship the entire Bill of Material to the Contractor for installation by others.
2. The TCU shall be mounted in a standard DFS prefabricated 316 SS enclosure. DFS will ship the TCU enclosure to the contractor for mounting, conduit and wire. All wire terminations external to the TCU enclosure are by others.
3. Conduit, signal wire and 120 VAC power will be provided and installed by electrical subcontractor, in accordance with NEC. AC service wires, digital signal wires and analog circuit wires shall not occupy the same conduits. Analog signals require shielded 2-conductor wire. DFS recommends 16 AWG stranded wire for all other signals. Terminals with the TCU cannot accept signal wire that is solid core or larger than 12 AWG. Solid core wire or wire larger than 12AWG must not be used.
4. The required tower/support structure for SCADA Antenna shall be provided and installed by others. The antenna must be mounted no less than 35' high. The antenna mounting bracket is designed to be secured to a 1.25" diameter pole. DFS will ship the antenna and coaxial cable to contractor for mounting on the structure by others.
5. It is the responsibility of the contractor to coordinate antenna structure/mast location with the engineer/owner. DFS recommends locating it within 15' of the RTU panel to minimize coaxial cable length.
6. Conduit for coaxial cable. If required, this conduit shall be 2" minimum and routed from base of tower/structure to the SCADA panel for coaxial cable. All bends shall conform to NEC for smooth radius (lead sheath) bends 11" min. No LB's or right-angle fittings are permitted on this conduit.
7. Grounding and Bonding of the antenna tower, tower ground rod, RTU and Power Utilities ground rod is the responsibility of others. The grounds lugs and taps for all must be bonded together using a continuous single 6 AWG solid bare copper wire. Improper grounding will void the DFS lightning and surge warranty. A DFS grounding procedure is available online at <https://www.dataflowsys.com/wp-content/uploads/2021/01/DFS-RTU-Grounding-Procedure.pdf>
8. Provide and install all required level transducers, instrumentation, floats, etc.
9. Surge protection to protect devices outside of the SCADA panel is responsibility of instrumentation / device provider / others. Providers of instrumentation, devices and services are responsible for signal/noise quality to meet the requirements of the control/telemetry system.
10. Any required permitting, sealed drawings, and associated fees.

**PRICING & TERMS:**

**This quotation totals \$20,199.00 (18,660.00+ \$1,539.00 SALES TAX @ 8.25%). ADD COST OF OPTIONAL SPARE IF REQUIRED.** Pricing assumes credit approval by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. Partial billing may occur as individual services are completed. Lead time is 8-10 weeks after receipt of order, or after approved submittal if required. Please review the Quotation Notes listed below. This quotation will be honored for 90 days.

**OPTIONAL, IF REQUIRED BY SPECIFICATION:**

**(1) SPARE, TCU800 PUMP CONTROLLER W/INTEGRATED RADIO \$ 6,363.00 (includes \$485.00 sales tax)**

**QUOTATION NOTES:**

1. Only those items and services specifically listed above are included in this quotation.
2. Lead time for submittal, if required, is 30 days after receipt of order.

3. Pricing totals include all applicable taxes. If you are tax exempt, notify DFS and the pricing in the contract documents will reflect the removal of taxes. A copy of your tax-exempt certificate will be required.
4. Pricing assumes credit approval of purchaser by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. Those Terms and conditions may be viewed by visiting our website at <https://www.dataflowsys.com/wp-content/uploads/2022/03/DFS-GENERAL-TERMS-CONDITIONS.pdf>
5. While DFS is willing to consider Purchasers requests for alternate terms and conditions, the adoption of such terms and conditions will be at the sole discretion of DFS and will make necessary a commensurate adjustment in quoted price.
6. Worksite(s) must be accessible by DFS vehicles and DFS crews must have access to work site(s) to perform work during all daylight hours, seven (7) days a week excluding holidays.
7. All items shipped will be billed at the time of shipment. Shipping is included.
8. DFS imposes a surcharge of 3.5% (which is not greater than our cost of acceptance) on the transaction amount on all invoices for which payment is remitted via MasterCard and/or Visa credit card products.
9. This quotation does not include bonding, any required permitting, sealed drawings, or associated fees.
10. This quotation stipulates DFS' existing insurance provider(s) and policy coverage are acceptable to the Purchaser. DFS insurance information can be downloaded at
11. <https://www.dataflowsys.com/wp-content/uploads/2022/04/ACORD-Form-COI-thru-3-31-2023.pdf>
12. DFS prefers the adoption of our Agreement of Sale as the contract that will establish the terms under which DFS will participate in this project.





**QUOTE NO. 230104-01-RD  
SCADA EQUIPMENT & SERVICES  
BELL FARMS LIFT STATION  
MANOR, TEXAS  
JANUARY 4, 2023**

This quotation offers the City of Manor standard DFS "Pump-Controller Lift Station RTU" and associated DFS services for the above-referenced project. The TCU800 Pump-Controller is a pre-fabricated, pre-programmed, off-the-shelf level control device. Components utilized in this RTU are consistent with existing installations throughout the Manor Texas. Please review all information provided below. This quotation includes, and is limited to, the following.

Should you have any questions or require additional information, please don't hesitate to contact Robert Durham at [rdurham@dataflowsys.com](mailto:rdurham@dataflowsys.com) or by phone at 903-330-1548.

**(1) RTU BILL OF MATERIAL .....\$ 12,871.00**

INCLUDES THE FOLLOWING:

- (1) Prefabricated TCU800 Enclosure Assembly, *includes:*
  - (1) TCU800 Enclosure w/Plate, 316 SS, 24Hx20Wx8D
  - (1) TCU800 Deluxe Snap-in Installation Kit w/Wire Harness (includes 1 Relay for Alarm Output)
  - (1) TCU800 Harness Relay Adder Kit (adds 4 Relays for Pump Commands & Aux Output)
  - (1) RTU Surge Protection Kit (TFS001, SPS001)
  - (1) 3-Phase Surge Protector Kit (480vAC)
  - (1) Polyphaser Coaxial Surge Protector
  - (1) RF pigtail
  - (1) 7 Ah Backup Battery
- (1) TCU800 Pump Controller w/Integrated Radio
- (1) LAA217 Omni Directional Fiberglass Antenna (NOTE: To be mounted by others, not less than 10 Ft AGL.)
- (1) LMR400-DB Coaxial Cable w/Connectors & Heat Shrink (Coax up to 50 feet.)
- (10) Band-it SS Cable Ties for Coaxial Cable
- (1) Shipping, FOB Destination

**(1) DFS SERVICES (PER DFS SCOPE OF WORK).....\$ 5,291.00**

INCLUDES THE FOLLOWING:

- (1) Onsite TCU Wiring, Central Site Configurations/HMI Screen (1 trip, up to 8 hours onsite)
- (1) Onsite Startup Services (1 trip, up to 8 hours onsite)
- (1) FCC Licensing Services

**WORK TO BE PERFORMED BY DFS:**

DFS will ship the entire Bill of Material to the contractor for mounting, conduit and wiring purposes. DFS wiring services are limited to those inside the TCU Enclosure (all other wiring is by others). DFS will complete all local TCU configurations and those required at the Utility's central site. Central site configurations include a TCU

graphical screen that is consistent with the City's other lift station sites. DFS will provide on-site start-up services for the SCADA equipment.

**WORK TO BE PERFORMED BY THE CONTRACTOR / OTHERS:**

1. DFS will ship the entire Bill of Material to the Contractor for installation by others.
2. The TCU shall be mounted in a standard DFS prefabricated 316 SS enclosure. DFS will ship the TCU enclosure to the contractor for mounting, conduit and wire. All wire terminations external to the TCU enclosure are by others.
3. Conduit, signal wire and 120 VAC power will be provided and installed by electrical subcontractor, in accordance with NEC. AC service wires, digital signal wires and analog circuit wires shall not occupy the same conduits. Analog signals require shielded 2-conductor wire. DFS recommends 16 AWG stranded wire for all other signals. Terminals with the TCU cannot accept signal wire that is solid core or larger than 12 AWG. Solid core wire or wire larger than 12AWG must not be used.
4. The required tower/support structure for SCADA Antenna shall be provided and installed by others. The antenna must be mounted no less than 35' high. The antenna mounting bracket is designed to be secured to a 1.25" diameter pole. DFS will ship the antenna and coaxial cable to contractor for mounting on the structure by others.
5. It is the responsibility of the contractor to coordinate antenna structure/mast location with the engineer/owner. DFS recommends locating it within 15' of the RTU panel to minimize coaxial cable length.
6. Conduit for coaxial cable. If required, this conduit shall be 2" minimum and routed from base of tower/structure to the SCADA panel for coaxial cable. All bends shall conform to NEC for smooth radius (lead sheath) bends 11" min. No LB's or right-angle fittings are permitted on this conduit.
7. Grounding and Bonding of the antenna tower, tower ground rod, RTU and Power Utilities ground rod is the responsibility of others. The grounds lugs and taps for all must be bonded together using a continuous single 6 AWG solid bare copper wire. Improper grounding will void the DFS lightning and surge warranty. A DFS grounding procedure is available online at <https://www.dataflowsys.com/wp-content/uploads/2021/01/DFS-RTU-Grounding-Procedure.pdf>
8. Provide and install all required level transducers, instrumentation, floats, etc.
9. Surge protection to protect devices outside of the SCADA panel is responsibility of instrumentation / device provider / others. Providers of instrumentation, devices and services are responsible for signal/noise quality to meet the requirements of the control/telemetry system.
10. Any required permitting, sealed drawings, and associated fees.

**PRICING & TERMS:**

**This quotation totals \$18,072.00 (16,694.69 + \$1,377.31 SALES TAX @ 8.25%). ADD COST OF OPTIONAL SPARE IF REQUIRED.** Pricing assumes credit approval by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. Partial billing may occur as individual services are completed. Lead time is 8-10 weeks after receipt of order, or after approved submittal if required. Please review the Quotation Notes listed below. This quotation will be honored for 90 days.

**OPTIONAL, IF REQUIRED BY SPECIFICATION:**

**(1) SPARE, TCU800 PUMP CONTROLLER W/INTEGRATED RADIO \$ 6,255.00 (includes \$476.71 sales tax)**

**QUOTATION NOTES:**

1. Only those items and services specifically listed above are included in this quotation.
2. Lead time for submittal, if required, is 30 days after receipt of order.

3. Pricing totals include all applicable taxes. If you are tax exempt, notify DFS and the pricing in the contract documents will reflect the removal of taxes. A copy of your tax-exempt certificate will be required.
4. Pricing assumes credit approval of purchaser by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. Those Terms and conditions may be viewed by visiting our website at <https://www.dataflowsys.com/wp-content/uploads/2022/03/DFS-GENERAL-TERMS-CONDITIONS.pdf>
5. While DFS is willing to consider Purchasers requests for alternate terms and conditions, the adoption of such terms and conditions will be at the sole discretion of DFS and will make necessary a commensurate adjustment in quoted price.
6. Worksite(s) must be accessible by DFS vehicles and DFS crews must have access to work site(s) to perform work during all daylight hours, seven (7) days a week excluding holidays.
7. All items shipped will be billed at the time of shipment. Shipping is included.
8. DFS imposes a surcharge of 3.5% (which is not greater than our cost of acceptance) on the transaction amount on all invoices for which payment is remitted via MasterCard and/or Visa credit card products.
9. This quotation does not include bonding, any required permitting, sealed drawings, or associated fees.
10. This quotation stipulates DFS' existing insurance provider(s) and policy coverage are acceptable to the Purchaser. DFS insurance information can be downloaded at
11. <https://www.dataflowsys.com/wp-content/uploads/2022/04/ACORD-Form-COI-thru-3-31-2023.pdf>
12. DFS prefers the adoption of our Agreement of Sale as the contract that will establish the terms under which DFS will participate in this project.

AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an Interlocal Cooperation Agreement with the City of Austin for the release and transfer of property from the City of Austin Extraterritorial Jurisdiction (ETJ) to the City of Manor ETJ.

**BACKGROUND/SUMMARY:**

This interlocal agreement with the City of Austin is for the release and transfer of an approximately 146.920 acre tract, also known as the Manor Downs property. The City staffs for both cities have negotiated the attached interlocal agreement where the property owner has agreed to environmental conditions being placed on the property and entering into an escrow agreement with the City of Austin for the execution of two easements. The attached interlocal agreement is provided to City Council for consideration.

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

- Interlocal Cooperation Agreement

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve the Interlocal Cooperation Agreement with City of Austin for the release and transfer of an approximately 146.920 acre tract.

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered by and between the City of Austin, Texas (“**Austin**”), a Texas home rule municipal corporation, and the City of Manor (“**Manor**”) a Texas home rule municipal corporation, acting by and through their authorized representatives.

**Whereas**, Austin and Manor (sometimes hereinafter collectively referred to as the “Cities” or “Parties”) recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities; and

**Whereas**, agreements that establish boundaries within which specific duties are performed and standards applied in a convenient and cost effective manner to assure quality urban planning and development serve the best interests of all residents; and

**Whereas**, agreements regarding areas adjacent to the Cities’ respective corporate limits or extraterritorial jurisdiction (“ETJ”) will assist in the planning and development of those areas; and

**Whereas**, this Agreement will accomplish legitimate public purposes of both Cities and will promote dependable urban planning that will benefit the environment and the public health, safety and welfare of our respective present and future residents; and

**Whereas, Austin** has agreed to release approximately 146.920 acres described in Exhibit “A” from the ETJ of Austin into the ETJ of Manor (“Manor Release Area”); and

**Whereas**, Austin holds sewer Certificate of Convenience and Necessity (“CCN”) No. 20636 (the “Austin Sewer CCN”), the boundaries of which are within Travis, Bastrop, Hays, and Williamson Counties, Texas, which boundaries include the Manor Release Area; and

**NOW, THEREFORE**, pursuant to Chapter 791, *Texas Government Code* and Chapter 42 of the Local Government Code, as otherwise authorized and permitted by the City Charter of Austin, the City Charter of Manor and the laws of the State of Texas, for and in consideration of the covenants and conditions, hereinafter described, and the benefits to accrue to the citizens of the Cities, and subject to each and every term and condition of this Agreement, the Parties, contract, covenant and agree as follows:

## **Article One Fact Findings**

**Section 1 Fact Findings.** The recitals above are adopted as findings by Austin and Manor, are incorporated herein for all purposes. The governing bodies of Austin and Manor have authorized this Agreement.

## **Article Two Term and Nature of Agreement**

**Section 2.1 Term of Agreement.** The term of this Agreement shall commence on the date of signature by authorized representatives of both Cities (“Effective Date”).

**Section 2.2 Intent and Purpose.** The intent and purpose of this Agreement is to provide for effective and efficient utility and urban planning and the release of a portion of the City of Austin’s ETJ as set out in this Agreement.

**Section 2.3 Map.** References in this Agreement to any geographic areas refer to areas named and shown on the Map attached hereto as Exhibit “A” incorporated herein for all purposes.

## **Article Three Release of ETJ**

**Section 3.1 ETJ Release.** Austin agrees to release to Manor the portion of Austin ETJ identified as the Manor Release Area, shown on Exhibit “A” to this Agreement, and as more particularly described in Exhibit “A”.

## **Article Four Easements and Wastewater Infrastructure**

### **Section 4.1 Easements.**

The property owner has agreed to dedicate wastewater easements to the City of Austin to ensure adequate access for the installation of wastewater infrastructure, as approved by Austin Water. These easements have been placed in escrow and are prepared for recording in the Official Public Records of Travis County, Texas by the escrow agent as provided for in the Escrow Agreement attached hereto as Exhibit “B” of this Interlocal Agreement between the City of Austin and the City of Manor. The City of Manor agrees not to incorporate the Manor Release Area into its extra-territorial jurisdiction or annex the Manor Release Area into Manor’s full

purpose jurisdiction prior to the dedication of the wastewater easements to Austin, shown as Exhibits "C" and "D" and pursuant to the escrow agreement as described in Exhibit "B."

4.1.1 Installation of wastewater lines within wastewater easements across the Manor Release Area, as shown on Exhibits "C" and "D", may occur, given that the design of any wastewater lines shall be submitted, reviewed, and approved by the City of Austin.

4.1.2 The City of Manor will allow the City of Austin to review utility construction plans for any wastewater line connections with City of Austin wastewater lines.

4.1.3 The City of Austin will release of the drainage easements recorded under Documents Nos. 2004163233 and 2000100887 of the Official Public Records of Travis County, Texas upon the dedication by the Owner of the Manor Release Tract to the City of Manor of easements across substantially the same easement area.

4.2 **Wastewater Service.** Any retail utility service provided by the City of Austin in the Manor Release Area will be governed pursuant to established service policies, City of Austin Code and rules for wastewater service, and the Austin Sewer CCN as applicable.

4.2.1 The City of Austin's utility planning in the Manor Release Area predates any future annexation of the Manor Release Area by the City of Manor, therefore the City of Manor agrees not to require license and/or franchise agreements nor request any compensation (one time or recurring) related to Austin Water infrastructure located within the Manor Release Area.

## **Article Five Water Quality**

**Section 5.1 Water Quality Regulations.** The Property described on Exhibit "A" attached hereto must comply with the following Austin water quality and critical water quality regulations and requirements:

(a) City of Austin Suburban Watershed impervious cover restrictions will be maintained.

(b) Green stormwater water quality controls as defined by the City of Austin's Environmental Criteria Manual Section 1.6.7 shall be provided to treat 100% of the water quality volume.

(c) There will be a one hundred foot (100') buffer from the centerline of the western tributary of Gilleland Creek.

(d) There will be no development allowed within the 100' buffer of the western tributary of Gilleland Creek other than a single road crossing and development allowed by buffer averaging as permitted by ECM Section 1.5.2(D) to reduce the buffer and allow building access.

(e) The owner of the Manor Release Tract will use seeding requirements as defined in the City of Austin's standard specification 604S.6 - Native Grass and Forb Seeding and provide "no mow" signs on the banks of the detention/water quality pond to be constructed adjacent to the western tributary of Gilleland Creek.

**Article Six**  
**General and Miscellaneous**

**Section 6.1 Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Cities nor to create any legal rights or claims on behalf of any third party. Neither Austin nor Manor waives, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**Section 6.2 Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.

**Section 6.3 Entire Agreement.** This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

**Section 6.4 Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to Manor:

City of Manor  
Attn: Scott Moore  
City Manager  
105 E. Eggleston St.  
Manor, Tx 78653  
Telephone (512) 272-5555

With copy to:

The Knight Law Firm, LLP  
Attn: Paige Saenz/Veronica Rivera



223 West Anderson Lane, Suite A-105  
Austin, Texas 78752  
Telephone (512) 323-5778

If to Austin:

City of Austin  
Attn: Austin Water, Virginia Collier  
6310 Wilhelmina Delco Dr, Suite 3100  
Austin, Texas, 78752  
Telephone (512) 972-0117

With copy to:

City of Austin Law Department  
Attn: Ross Crow, Utilities & Regulatory Division  
P.O. Box 1088  
Austin, Texas, 78767

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

**Section 6.5 Venue.** Venue, whether administrative or judicial, shall be proper and lie exclusively in the state courts of Travis County, Texas.

**Section 6.6. Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective party.

**Section 6.7 Enforceability.** The Parties agree that this Agreement constitutes the legal, valid and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

**Section 6.8 Exhibit.** The following exhibit is incorporated into this Agreement as if fully set out herein:

Exhibit "A" – Manor Release Area  
Exhibit "B" – Escrow Agreement

**Section 6.9 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

**Section 6.10 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 requires otherwise. The heading and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 6.11 Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart.

*[signature pages follow]*

**IN WITNESS WHEREOF**, the authorized representatives of the Cities have executed this Agreement.

City of Austin, Texas

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF TEXAS           §**

**§**

**COUNTY OF TRAVIS       §**

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

City of Manor, Texas

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of the City of Manor, a Texas municipal corporation, on behalf of said municipal corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A**  
**Manor Release Area**

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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**FIELD NOTES DESCRIPTION**

DESCRIPTION OF A TOTAL AREA OF 146.920 ACRES (6,399,812 SQ. FT.) TRACT OF LAND, SITUATED IN THE JOSIAH WILBERGER SURVEY NO. 42, ABSTRACT NO. 794, ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, AND SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, ALL OF TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 146.9437 ACRE TRACT IN A DEED TO DG MANOR DOWNS PROPERTY OWNER, L.P., OF RECORD IN DOCUMENT NO. 2021159618, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), AND ALSO BEING A PORTION OF TRACT 1, A CALLED 25.08 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MANOR DOWNS EAST, LLC, RECORDED IN DOCUMENT NO. 2021159620, O.P.R.T.C.TX.; SAID 146.920 ACRES (6,399,812 SQ. FT.) AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING EXHIBIT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the east line of a called 125.80 acre tract of land, in a deed to Gregg Manor Owner, LLC, recorded in Document No. 2021258342, O.P.R.T.C.TX., for the southwest corner of a called 13.918 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX., same being the northwest corner of said 146.9437 acre tract and of the tract described herein;

**THENCE S 61° 59' 41" E**, with the common line of said 146.9437 acre tract and said 13.918 acre tract, a distance of **911.72 feet** to a 1/2-inch iron rod found, for the southeast corner of said 13.918 acre tract, same being the southwest corner of a called 247.50 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX.;

**THENCE S 62° 04' 19" E**, with the common line of said 146.9437 acre tract and said 247.50 acre tract, a distance of **2,865.81 feet** to a 1/2-inch iron rod found on the west line of a called 81.726 acre tract of land, in a deed to Yajat, LLC recorded in Document No. 2005143055, O.P.R.T.C.TX., for the southeast corner of said 247.50 acre tract, same being the northeast corner of said 146.9437 acre tract and of the tract described herein;

**THENCE S 27° 10' 47" W**, with the common line of said 146.9437 acre tract and said 81.726 acre tract, a distance of **525.18 feet** to a 1/2-inch iron rod found, for the southwest corner of said 81.726 acre tract, same being the northwest corner of said 25.08 acre tract;

**THENCE S 72° 08' 25" E**, with the common line of said 81.726 acre tract and said 25.08 acre tract, a distance of **938.20 feet** to a 1/2-inch iron rod found, for the northwest corner of a called 24.810 acre tract of land, in a deed to CH DOF I-Rangewater MF Austin Manor, LP, recorded in Document No. 2022094205, O.P.R.T.C.TX., same being the southeast corner of said 81.726 acre tract, also being the northeast corner of said 25.08 acre tract;

**THENCE S 27° 30' 51" W**, with the common line of said 25.08 acre tract and said 24.810 acre tract, a distance of **26.37 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

**THENCE N 72° 08' 25" W**, over and across said 25.08 acre tract, a distance of **961.15 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

146.920 acre (6,399,812 sq. ft.)

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**THENCE S 27° 13' 57" W**, continuing over and across said 146.9437 acre tract, a distance of **1,069.42 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner in the existing right-of-way of Hill Lane (a variable width right-of-way), for the southeast corner of the tract described herein, from which a 3/8-inch iron rod found for the southeasterly corner of said 146.9437 acre tract and for the southwesterly corner of said 25.08 acre tract bears, S 62° 46' 03" E, a distance of 22.77 feet;

**THENCE** with the existing right-of-way of said Hill Lane, with the south line of said 146.9437 acre tract, the following nine (9) courses and distances:

- 1) **N 62° 46' 03" W**, a distance of **430.38 feet** to a 1/2-inch iron rod stamped "DIAMOND" found,
- 2) **N 62° 51' 02" W**, a distance of **1,188.71 feet** to a nail found,
- 3) **N 61° 39' 58" W**, a distance of **883.06 feet** to a 3/8-inch iron rod found,
- 4) **N 69° 54' 56" W**, a distance of **140.88 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set,
- 5) **N 69° 53' 02" W**, a distance of **305.41 feet** to a 1/2-inch iron rod found,
- 6) **N 70° 03' 47" W**, passing at a distance of 470.24 feet a 1/2-inch iron rod stamped "DIAMOND" found, and continuing for a total distance of 673.73 feet to a 1/2-inch iron rod with an illegible cap found,
- 7) **N 71° 34' 46" W**, a distance of **223.77 feet** to a 1/2-inch iron rod with an illegible cap found,
- 8) **S 30° 37' 43" W**, a distance of **0.61 feet** to a calculated point, and
- 9) **N 70° 50' 01" W**, a distance of **30.60 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set on the east line of said 125.80 acre tract, for the southwest corner of said 146.9437 acre tract and of the tract described herein;

146.920 acre (6,399,812 sq. ft.)

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**THENCE N 30° 38' 51" E**, with the common line of said 146.9437 acre tract and said 125.80 acre tract, a distance of **1,839.93 feet** to the **POINT OF BEGINNING**, containing 146.920 acres of land.

Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010 and scaled about 0,0.

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

That I, Daniel Cogburn, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during March 2024, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 19th day of March 2024 A.D.

*Daniel Cogburn* 3/19/2024

Bowman Consulting Group, Ltd.

Austin, Texas 78746

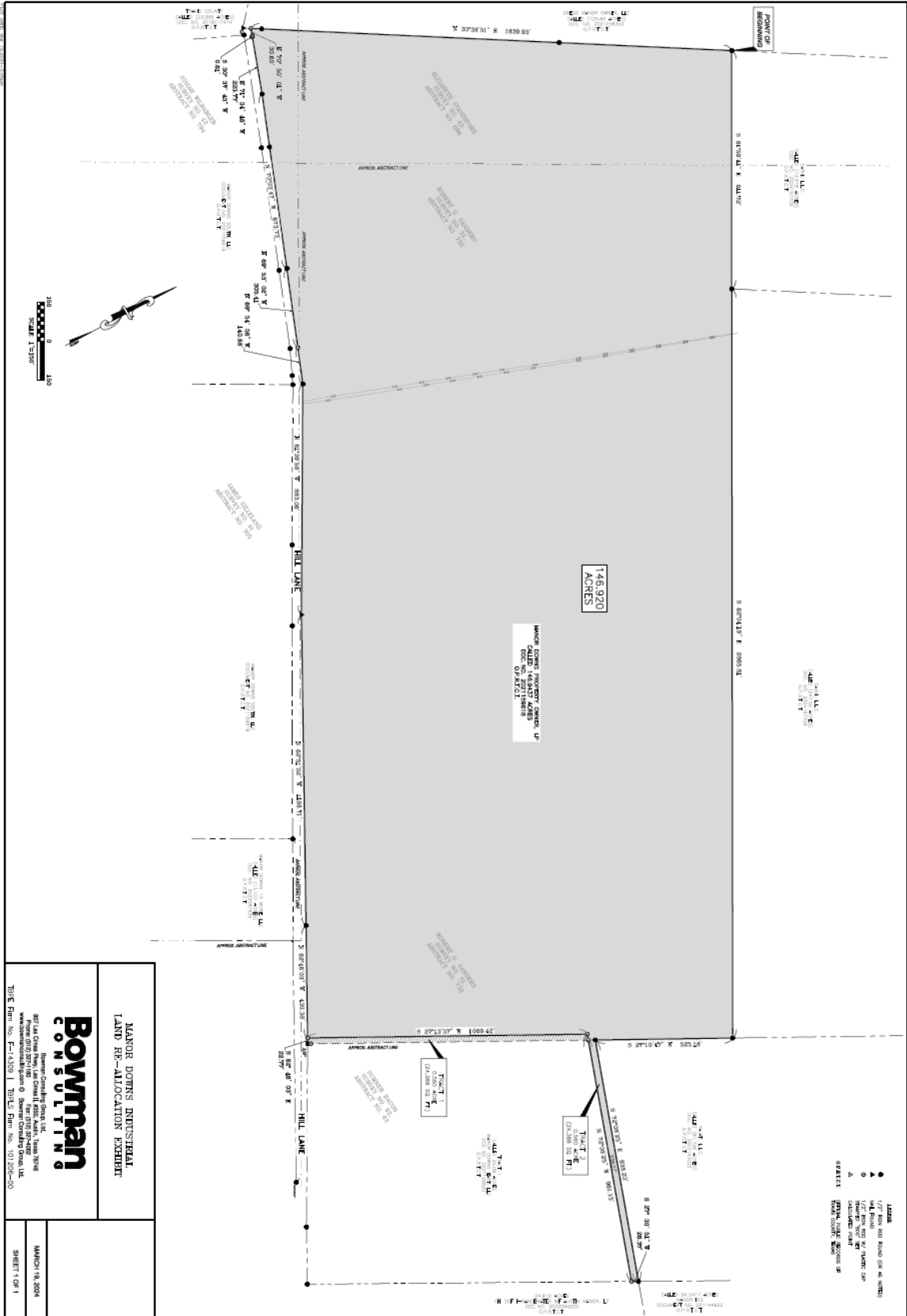
Daniel Cogburn

Registered Professional Land Surveyor

No. 6894 – State of Texas







**Exhibit B**  
**Escrow Agreement**

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“**Escrow Agreement**”) made this \_\_\_\_ day of October, 2024 (“**Effective Date**”) by and among DG MANOR DOWNS PROPERTY OWNER, L.P., a Delaware limited partnership (“**Grantor**”), CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Bastrop, Hays, Travis, and Williamson (“**City**”), and HERITAGE TITLE COMPANY OF AUSTIN (“**Escrow Agent**”).

### WITNESSETH:

WHEREAS, Grantor owns the approximately 146.920-acre property described in **Exhibit “A”** (“**Property**”), which is situated within the City’s extraterritorial jurisdiction (“**ETJ**”);

WHEREAS, Grantor has requested the City to release the Property from the City’s ETJ, and the City has agreed to consider the request;

WHEREAS, Grantor has agreed to dedicate to the City two wastewater easements in the forms attached as **Exhibit “B”** and **Exhibit “C”** (“**Wastewater Easements**”) if City Council approves the request to release the Property from the City’s ETJ; and

WHEREAS, Grantor and the City desire for the Wastewater Easements to be held in escrow by Escrow Agent and to be recorded upon the City Council’s approval of an ordinance and upon the Effective Date of the ordinance releasing the Property from the City’s ETJ;

NOW, THEREFORE, the parties agree to the following:

1. Establishment of Escrow. Escrow Agent hereby acknowledges receipt of the executed and acknowledged Wastewater Easements from Grantor, to be held in escrow until recorded as provided herein.
2. Recordation of Wastewater Easements. Within 10 days after approval of an ordinance by the City Council and upon the Effective Date of the ordinance unconditionally releasing the Property from the City’s extraterritorial jurisdiction (“**ETJ Release Ordinance**”), the City shall provide Escrow Agent the duly executed counterparts to the Wastewater Easements to be recorded promptly by Escrow Agent in the Official Public Records of Travis County, Texas. Escrow Agent shall provide Grantor and the City copies of the recorded Wastewater Easements.
3. Liability. Escrow Agent will be obligated to perform only the duties that are expressly set forth herein. In case of conflicting demands upon Escrow Agent, it may (i) refuse to comply therewith as long as such disagreement continues and make no delivery or other disposition of any funds or property then held (and Escrow Agent shall not be or become liable in any way for such failure or refusal to comply with such conflicting or adverse claims or demands, except for its failure to exercise due care, willful breach and willful misconduct); and (ii) continue to so refrain and so refuse to act until all differences have

been adjusted by agreement and, Escrow Agent has been notified thereof in writing signed jointly by City and Grantor or (iii) to interplead the portion of the Escrow Fund in dispute.

4. No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear in, prosecute, or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss, or liability, unless and as often as required by it, it is furnished with satisfactory security and indemnity against all such costs, expenses, losses, or liabilities.
5. Status of Escrow Agent. Escrow Agent is to be considered and regarded as a depository only, and shall not be responsible or liable (except for its failure to exercise due care, willful breach or willful misconduct) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited pursuant to this Escrow Agreement, nor as to the identity, authority, or rights of any person executing the same. Escrow Agent's duties hereunder shall be limited to the safekeeping of the Wastewater Easements received by it as Escrow Agent and for their recordation in accordance with the terms of this Escrow Agreement.
6. Written Instructions of Parties. Notwithstanding any contrary provision contained herein, Escrow Agent shall, at all times, have full right and authority and the duty and obligation to record and/or release the Wastewater Easements in accordance with the joint written instructions signed by City and Grantor. If the conditions set forth in Section 2 have not been satisfied on or before one year after the effective date of this Escrow Agreement, this Escrow Agreement will terminate and Escrow Agent will return the Wastewater Easements to Grantor.
7. Notices. All Notices, demands, requests and other communications required pursuant to the provisions of this Escrow Agreement (“**Notice**”) shall be in writing and shall be deemed to have been properly given or served for all purposes (i) if sent by Federal Express or a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such Notice with such carrier, or (ii) if personally delivered, on the actual date of delivery or (iii) if sent by certified mail, return receipt requested postage prepaid, on the fifth (5th) business day following the date of mailing, addressed as follows:

If to City:

City of Austin  
Attn: Austin Water, Virginia Collier  
6310 Wilhelmina Delco Dr.,  
Suite 3100  
Austin, Texas 78752  
Telephone: (512) 972-0117  
[Virginia.Collier@austintexas.gov](mailto:Virginia.Collier@austintexas.gov)

And

City of Austin Law Department  
Attn: Chrissy Mann, Utilities and  
Regulation Division  
P.O. Box 1088  
[Chrissy.mann@austintexas.gov](mailto:Chrissy.mann@austintexas.gov)

If to Grantor:

DG Manor Downs Property Owner, L.P.  
Attn: Tim Kraftson  
17304 Preston Blvd.  
Dallas, Texas 75252  
Telephone: (817) 797-7287  
[tkraftson@dalfen.com](mailto:tkraftson@dalfen.com)

And

Jackson Walker LLP  
Attn: Pam Madere  
100 Congress Ave., Suite 1100  
Austin, Texas 78701  
Telephone: (512) 236-2048  
[pmadere@jw.com](mailto:pmadere@jw.com)

If to Escrow Agent:

Heritage Title of Austin

Attn: John Bruce

200 West 6<sup>th</sup> Street

Suite 1600

Austin, Texas 78701

Telephone: (512) 505-5000

[jbruce@heritage-title.com](mailto:jbruce@heritage-title.com)

Any party may change the address to which Notices are to be addressed by giving the other parties Notice in the manner herein set forth. All such Notices, requests, demands and other communications shall be deemed to have been delivered (i) as of the day of receipt, in the case of personal delivery, or (ii) as of the day of receipt or attempted delivery date in the case of delivery by air courier, or (iii) as of the date of receipt or first attempted delivery, as evidenced by the return receipt card, in the case of mailing by certified or registered United States mail.

8. Fee. Escrow Agent shall receive a fee of \$500.00 for its services hereunder, and be paid or reimbursed for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or paid in connection with carrying out its duties hereunder, the payment of all amounts to be and the sole responsibility of the Grantor. Non-payment of such fee by Grantor shall not entitle Escrow Agent to refuse or fail to act as required by this Escrow Agreement.
9. Titles and Section Headings. Titles of sections and subsections contained in this Escrow Agreement are inserted for convenience of reference only, and neither form a part of this Escrow Agreement or are to be used in its construction or interpretation.
10. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. Non-Waiver. No waiver by either party of any breach of any term or condition of this Escrow Agreement shall operate as a waiver of any other breach of such term or condition or of any other term or condition. No failure to enforce such provision shall operate as a waiver of such provision or of any other provision hereof, or constitute or be deemed a waiver or release of any other party for anything arising out of, connected with, or based upon this Escrow Agreement.

12. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns. The parties recognize and acknowledge that the powers and authority granted Escrow Agent herein are each irrevocable and coupled with an interest. Escrow Agent shall have no liability to City or Grantor for any mistakes in judgment in the performance of any function hereunder, except for failure to exercise due care, willful breach and willful misconduct.
13. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
14. Time of Essence. Time is of the essence of this Escrow Agreement.
15. Entire Agreement; Modification. This Escrow Agreement supersedes all prior agreements and constitutes the entire agreement with respect to the subject matter hereof. It may not be altered or modified without the written consent of all parties.

*[signature pages follow]*

In witness whereof each of the parties hereto has caused this Escrow Agreement to be executed under seal on its behalf by duly authorized persons, all as of the day and year first above written.

**City:**

**City of Austin,**

a Texas home-rule municipal corporation situated in the counties of Bastrop, Hays, Travis, and Williamson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Grantor:**

**DG Manor Downs Property Owner, L.P.,**

a Delaware limited partnership,

By: DG Manor Downs Property Owner GP, LLC,  
a Delaware limited liability company,  
General Partner

By: \_\_\_\_\_  
Name: Joseph Walker  
Title: Authorized Signatory

**Escrow Agent:**

**Heritage Title of Austin**

By: \_\_\_\_\_  
Name: John Bruce  
Title: Escrow Officer



**Exhibit A**  
**Manor Release Area**

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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FN2891

**FIELD NOTES DESCRIPTION**

DESCRIPTION OF A TOTAL AREA OF 146.920 ACRES (6,399,812 SQ. FT.) TRACT OF LAND, SITUATED IN THE JOSIAH WILBERGER SURVEY NO. 42, ABSTRACT NO. 794, ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, AND SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, ALL OF TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 146.9437 ACRE TRACT IN A DEED TO DG MANOR DOWNS PROPERTY OWNER, L.P., OF RECORD IN DOCUMENT NO. 2021159618, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), AND ALSO BEING A PORTION OF TRACT 1, A CALLED 25.08 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MANOR DOWNS EAST, LLC, RECORDED IN DOCUMENT NO. 2021159620, O.P.R.T.C.TX.; SAID 146.920 ACRES (6,399,812 SQ. FT.) AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING EXHIBIT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the east line of a called 125.80 acre tract of land, in a deed to Gregg Manor Owner, LLC, recorded in Document No. 2021258342, O.P.R.T.C.TX., for the southwest corner of a called 13.918 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX., same being the northwest corner of said 146.9437 acre tract and of the tract described herein;

**THENCE S 61° 59' 41" E**, with the common line of said 146.9437 acre tract and said 13.918 acre tract, a distance of **911.72 feet** to a 1/2-inch iron rod found, for the southeast corner of said 13.918 acre tract, same being the southwest corner of a called 247.50 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX.;

**THENCE S 62° 04' 19" E**, with the common line of said 146.9437 acre tract and said 247.50 acre tract, a distance of **2,865.81 feet** to a 1/2-inch iron rod found on the west line of a called 81.726 acre tract of land, in a deed to Yajat, LLC recorded in Document No. 2005143055, O.P.R.T.C.TX., for the southeast corner of said 247.50 acre tract, same being the northeast corner of said 146.9437 acre tract and of the tract described herein;

**THENCE S 27° 10' 47" W**, with the common line of said 146.9437 acre tract and said 81.726 acre tract, a distance of **525.18 feet** to a 1/2-inch iron rod found, for the southwest corner of said 81.726 acre tract, same being the northwest corner of said 25.08 acre tract;

**THENCE S 72° 08' 25" E**, with the common line of said 81.726 acre tract and said 25.08 acre tract, a distance of **938.20 feet** to a 1/2-inch iron rod found, for the northwest corner of a called 24.810 acre tract of land, in a deed to CH DOF I-Rangewater MF Austin Manor, LP, recorded in Document No. 2022094205, O.P.R.T.C.TX., same being the southeast corner of said 81.726 acre tract, also being the northeast corner of said 25.08 acre tract;

**THENCE S 27° 30' 51" W**, with the common line of said 25.08 acre tract and said 24.810 acre tract, a distance of **26.37 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

**THENCE N 72° 08' 25" W**, over and across said 25.08 acre tract, a distance of **961.15 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

Page 2 of 3

FN2891

**THENCE S 27° 13' 57" W**, continuing over and across said 146.9437 acre tract, a distance of **1,069.42 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner in the existing right-of-way of Hill Lane (a variable width right-of-way), for the southeast corner of the tract described herein, from which a 3/8-inch iron rod found for the southeasterly corner of said 146.9437 acre tract and for the southwesterly corner of said 25.08 acre tract bears, S 62° 46' 03" E, a distance of 22.77 feet;

**THENCE** with the existing right-of-way of said Hill Lane, with the south line of said 146.9437 acre tract, the following nine (9) courses and distances:

- 1) **N 62° 46' 03" W**, a distance of **430.38 feet** to a 1/2-inch iron rod stamped "DIAMOND" found,
- 2) **N 62° 51' 02" W**, a distance of **1,188.71 feet** to a nail found,
- 3) **N 61° 39' 58" W**, a distance of **883.06 feet** to a 3/8-inch iron rod found,
- 4) **N 69° 54' 56" W**, a distance of **140.88 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set,
- 5) **N 69° 53' 02" W**, a distance of **305.41 feet** to a 1/2-inch iron rod found,
- 6) **N 70° 03' 47" W**, passing at a distance of 470.24 feet a 1/2-inch iron rod stamped "DIAMOND" found, and continuing for a total distance of 673.73 feet to a 1/2-inch iron rod with an illegible cap found,
- 7) **N 71° 34' 46" W**, a distance of **223.77 feet** to a 1/2-inch iron rod with an illegible cap found,
- 8) **S 30° 37' 43" W**, a distance of **0.61 feet** to a calculated point, and
- 9) **N 70° 50' 01" W**, a distance of **30.60 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set on the east line of said 125.80 acre tract, for the southwest corner of said 146.9437 acre tract and of the tract described herein;

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

Page 3 of 3

FN2891

**THENCE N 30° 38' 51" E**, with the common line of said 146.9437 acre tract and said 125.80 acre tract, a distance of **1,839.93 feet** to the **POINT OF BEGINNING**, containing 146.920 acres of land.

Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010 and scaled about 0,0.

THE STATE OF TEXAS           §

  §       KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS           §

That I, Daniel Cogburn, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during March 2024, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 19th day of March 2024 A.D.

*Daniel Cogburn*                    3/19/2024

Bowman Consulting Group, Ltd.

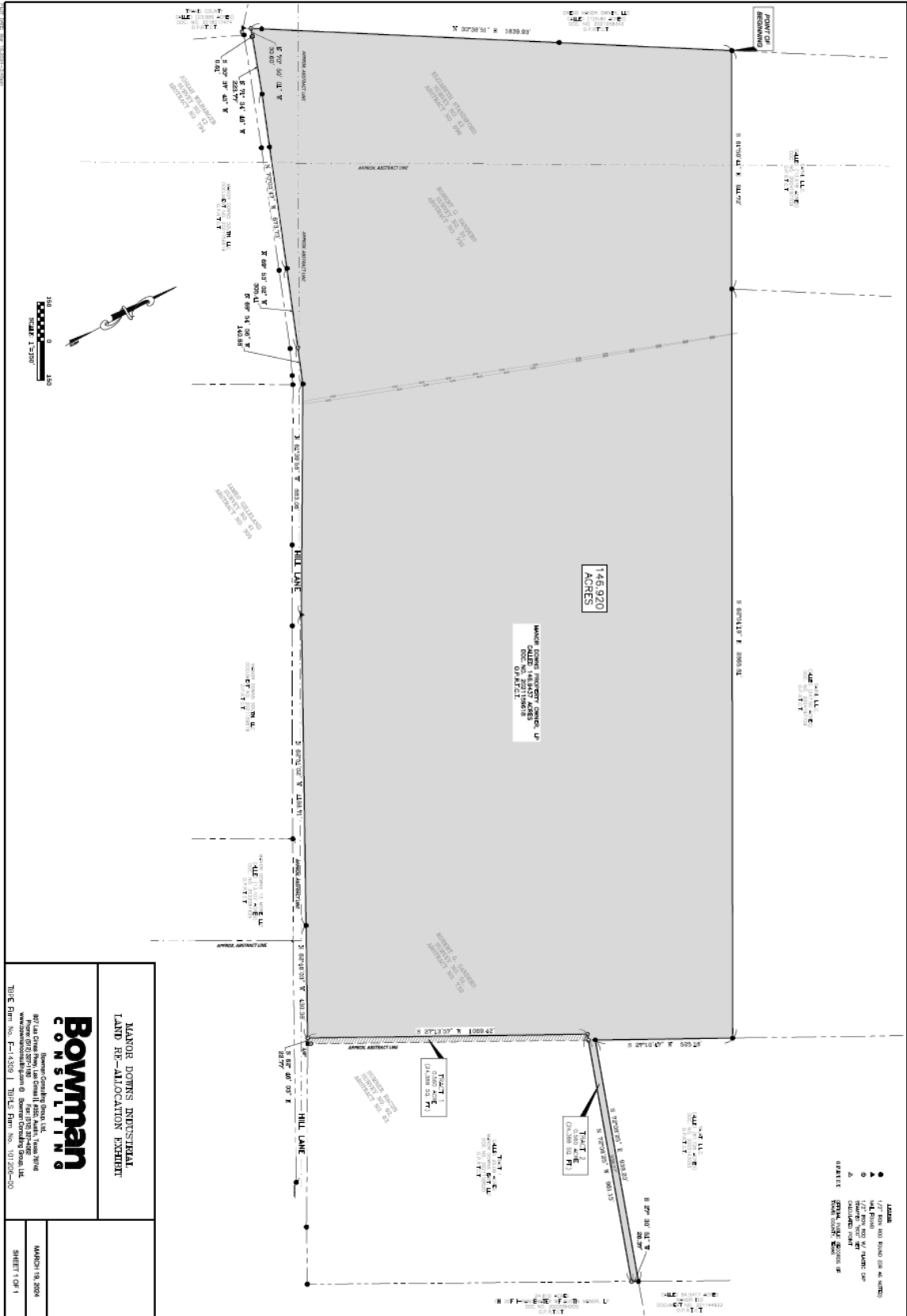
Austin, Texas 78746

\_\_\_\_\_  
Daniel Cogburn

Registered Professional Land Surveyor

No. 6894 – State of Texas





MANOR DOWNS INDUSTRIAL  
LAND RE-ALLOCATION EXHIBIT

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
4875 Glenborough Drive, Suite 1000  
Houston, Texas 77041  
Phone: 281.979.1188  
www.bowmanconsulting.com | Bowman Consulting Group, Ltd.  
THIS PLAN NO. 2-14329-1 THIS PLAN NO. 10722-00

MANOR 18-2004  
SHEET 1 OF 1

EXHIBIT B

**NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver’s license number.**

**WASTEWATER LINES EASEMENT**

**Date:** \_\_\_\_\_, 2024

**Grantor:** DG Manor Downs Property Owner, L.P., a Delaware limited partnership

**Grantor’s Address:** 17304 Preston Road, Suite 550  
Dallas, Dallas County, Texas 75252

**City:** CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

**City’s Address:** P.O. Box 1088  
Austin, Travis County, Texas 78767-1088

**Easement Tract:** All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**

**Easement Duration:** Perpetual

**Easement Purpose:** To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

**Facilities:** Wastewater lines with all associated appurtenances

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

\_\_\_\_\_  
City Reviewer Initials

**Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract

**Repairable Improvements:** Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

**TO HAVE AND TO HOLD** the Easement to the City and City’s successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City’s use of the Easement Tract.

Grantor binds Grantor and Grantor’s heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

\_\_\_\_\_  
City Reviewer Initials

Executed effective the Date first above stated.

**DG Manor Downs Property Owner, L.P.,**  
a Delaware limited partnership,

By: DG Manor Downs Property Owner GP, LLC,  
a Delaware limited liability company,  
General Partner

By: \_\_\_\_\_  
Name: Joseph Walker  
Title: Authorized Signatory

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

Before me, the undersigned notary, on this day personally appeared Joseph Walker, Authorized Signatory of DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company, General Partner of DG Manor Downs Property Owner, L.P., a Delaware limited partnership, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_, 2024.  
[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**APPROVED AS TO FORM:**

CITY OF AUSTIN, TEXAS  
LAW DEPARTMENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Attorney

**REVIEWED:**

CITY OF AUSTIN, TEXAS  
AUSTIN WATER UTILITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
City Reviewer Initials



## EXHIBIT A

DG Manor Downs Property Owner, L.P.  
To  
The City of Austin  
(Wastewater Lines Easement)

## Wastewater Lines Easement

## LEGAL DESCRIPTION

4.00 ACRE OF LAND (174,338 SQ. FT.) OUT OF THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, THE ELIZABETH STANDFORD SURVEY NO. 43, ABSTRACT NO. 696, THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, BEING A PORTION OF THE CALLED 146.9437 CONVEYED TO DG MANOR DOWNS PROPERTY OWNER, LP IN DOCUMENT NO. 2021159618 AND IN DOCUMENT NO. 2021159617 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 4.00 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 3/8-inch iron rod found for the southwesterly corner of said 146.9437 acre tract and the northwesterly corner of a called 25.080 acre tract of land conveyed to Manor Downs East, LLC in Document No. 2021159620, O.P.R.T.C.T., same being the most southerly corner of Tract 1, a 0.560 acre tract of land conveyed to Manor Downs East, LLC, in Document No. 2024046271, O.P.R.T.C.T., said 3/8-inch iron rod found also being in the existing northerly right-of-way line of Hill lane (variable width right of way); THENCE North 62°46'03" West, with the existing northerly right-of-way line of Hill Lane and the southwesterly line of said Tract 1, a distance of 22.77 feet to a calculated point for the southwesterly corner of said Tract 1 to a calculated **POINT OF BEGINNING**;

**THENCE** with the south line of said called 1463.9437 acres and the north right-of-way line of Hill Lane the following seven (7) courses and distances:

1. **North 62°46'03" West**, a distance of **430.38** feet to a calculated point;
2. **North 62°51'02" West**, a distance of **1188.71** feet to a calculated point;
3. **North 61°39'58" West**, a distance of **883.06** feet to a calculated point;
4. **North 69°53'38" West**, a distance of **446.29** feet to a calculated point;
5. **North 70°03'47" West**, a distance of **673.73** feet to a calculated point;
6. **North 71°43'57" West**, a distance of **223.90** feet to a calculated point;
7. **North 70°50'01" West**, a distance of **30.60** feet to a calculated point at the southwest corner of said called 146.9437 acre tract and the easterly line of a called 125.80 acre tract of land conveyed to Gregg Manor Owner, LLC in Document No. 202158342, O.P.R.T.C.T.;

**THENCE North 30°38'51" East**, with the common line of said called 146.9437 acre tract and said called 125.80 acre tract, a distance of **101.43** feet to a calculated point, from which a 1/2" iron rod found at the northwest corner of said called 146.9437 acre tract, at the southwest corner of a called 13.918 acre tract of land conveyed to Sarvi, L.L.C. in Document No. 2004197709, O.P.R.T.C.T., in the east line of said called 125.80 acre tract bears North 30°38'51" East, a distance of 1738.17 feet;

**THENCE** departing said common line of said called 146.9437 acre tract and said called 125.08 acre tract and over and across said 146.9437 acre tract the following eleven (11) courses and distances:

1. **South 57°46'29" East**, a distance of **211.52** feet to a calculated point;
2. **South 70°45'42" East**, a distance of **231.62** feet to a calculated point;
3. **South 70°11'10" East**, a distance of **474.20** feet to a calculated point;
4. **South 70°04'31" East**, a distance of **305.01** feet to a calculated point;
5. **South 66°18'56" East**, a distance of **106.74** feet to a calculated point;
6. **South 65°52'11" East**, a distance of **38.05** feet to a calculated point;
7. **South 61°45'37" East**, a distance of **615.32** feet to a calculated point;
8. **South 62°12'07" East**, a distance of **309.64** feet to a calculated point;
9. **South 62°06'24" East**, a distance of **815.09** feet to a calculated point;
10. **South 61°59'34" East**, a distance of **324.12** feet to a calculated point;

EXHIBIT A

DG Manor Downs Property Owner, L.P.  
To  
The City of Austin  
(Wastewater Lines Easement)

Wastewater Lines Easement

11. **South 62°49'45" East**, a distance of **437.16** feet to a calculated point in said common line of said called 146.9437 acre tract and said Tract 1, from which a 1/2-inch iron rod with plastic cap stamped "BCG" set for the northwesterly corner of said Tract 1, bears North 27°13'57" East, a distance of 1037.73 feet;

**THENCE South 27°13'57" West**, with said common line of said called 146.9437 acre tract and said Tract 1, a distance of **20.84** feet to the **POINT OF BEGINNING** and containing 4.00 acres of land, within these metes and bounds.

I hereby declare that this survey was made on the ground, under my supervision, and that it substantially complies with the current Texas Society of Professional Surveyors standards.



July 1, 2024

\_\_\_\_\_  
Daniel Wayne Cogburn  
Registered Professional Land Surveyor 6894

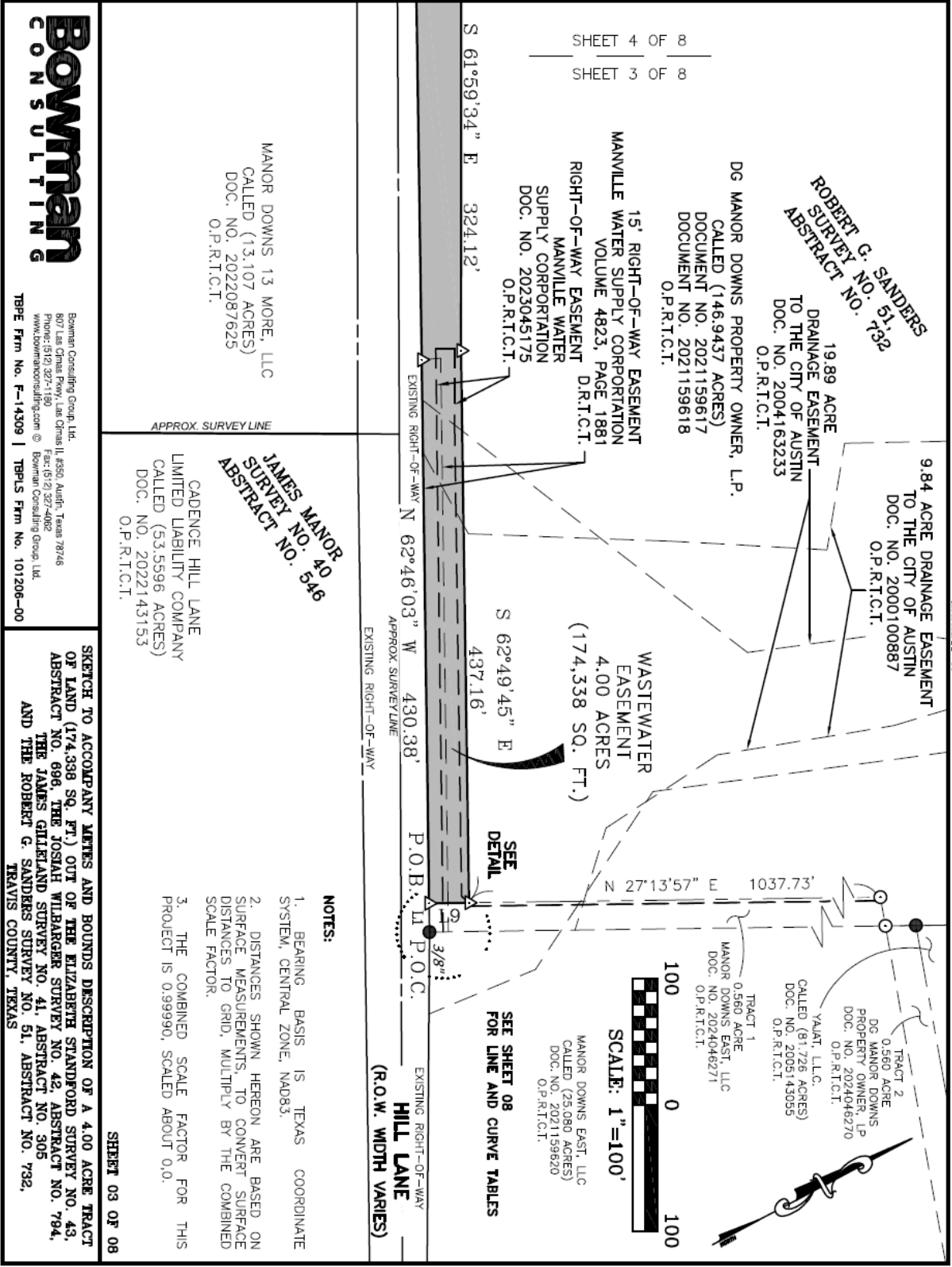
\_\_\_\_\_  
Date

Bowman Consulting  
807 Las Cimas Pkwy, Las Cimas II, #350, Austin, Texas 78746  
Austin, TX 78746  
P: 512.327.1180  
TBPLS Firm No. 101206-00

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83)(CORS2011), CENTRAL ZONE. THIS IS A SURFACE DRAWING, UTILIZING A GRID TO SURFACE SCALE FACTOR OF 1.00010 SCALED ABOUT 0,0.

TCAD: 0242500133, 0242500113, 0242500131, & 0242500112  
Austin Grid: S29

NOTE: INITIAL BOUNDARY SURVEY SIGNED AND REVIEWED BY CURTIS WATTS, REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR NO. 6614. CERTIFICATIONS WERE UPDATED AND SIGNED BY DANIEL WAYNE COGBURN.



SHEET 4 OF 8  
SHEET 3 OF 8

MANOR DOWNS 13 MORE, LLC  
CALLED (13,107 ACRES)  
DOC. NO. 2022087625  
O.P.R.T.C.T.

JAMES MANOR  
SURVEY NO. 546  
ABSTRACT NO. 546

CADENCE HILL LANE  
LIMITED LIABILITY COMPANY  
CALLED (53,5596 ACRES)  
DOC. NO. 2022143153  
O.P.R.T.C.T.

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
807 Lee China Hwy, Lee China II, #350, Austin, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-4082  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TYPE Fm No. F-14309 | TRPLS Fm No. 101206-00

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 4.00 ACRE TRACT OF LAND (174,338 SQ. FT.) OUT OF THE ELIZABETH STANDFORD SURVEY NO. 43, ABSTRACT NO. 696, THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, AND THE JAMES GRIFFLAND SURVEY NO. 41, ABSTRACT NO. 305 AND THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, TRAVIS COUNTY, TEXAS

- NOTES:**
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
  2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
  3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.99990, SCALED ABOUT 0.0.

SHEET 03 OF 08

FILE: \\s-048f-1s1-ym\New\_Projects\070692 - Hill Lane WW Interceptor Austin TX\070692-01-001 (SUR) - Hill Lane WW Interceptor Austin TX\Survey\Working\SW-70692-01-001 - DG MANOR DOWNS PROPERTY OWNER LP\_MW\_20240

EXHIBIT A

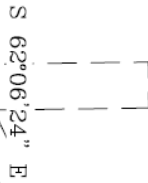
ROBERT G. SANDERS  
SURVEY NO. 51,  
ABSTRACT NO. 732

DG MANOR DOWNS PROPERTY OWNER, L.P.  
CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.

SHEET 5 OF 8  
SHEET 4 OF 8

30' ELECTRIC EASEMENT  
BLUEBONNET ELECTRIC COOPERATIVE  
VOLUME 11345, PAGE 87  
D.R.T.C.T.

WASTEWATER  
EASEMENT  
4.00 ACRES  
(174,338 SQ. FT.)



EXISTING RIGHT-OF-WAY N 62°51'02" W 1188.71' APPROX. SURVEY LINE  
(R.O.W. WIDTH VARIES) EXISTING RIGHT-OF-WAY

MANOR DOWNS SOUTH, LLC  
DOCUMENT NO. 2021159619  
O.P.R.T.C.T.

JAMES GILLELAND  
SURVEY NO. 41  
ABSTRACT NO. 305

MANOR DOWNS 13 MORE, LLC  
CALLED (13.107 ACRES)  
DOC. NO. 2022087625  
O.P.R.T.C.T.

**Bowman**  
CONSULTING

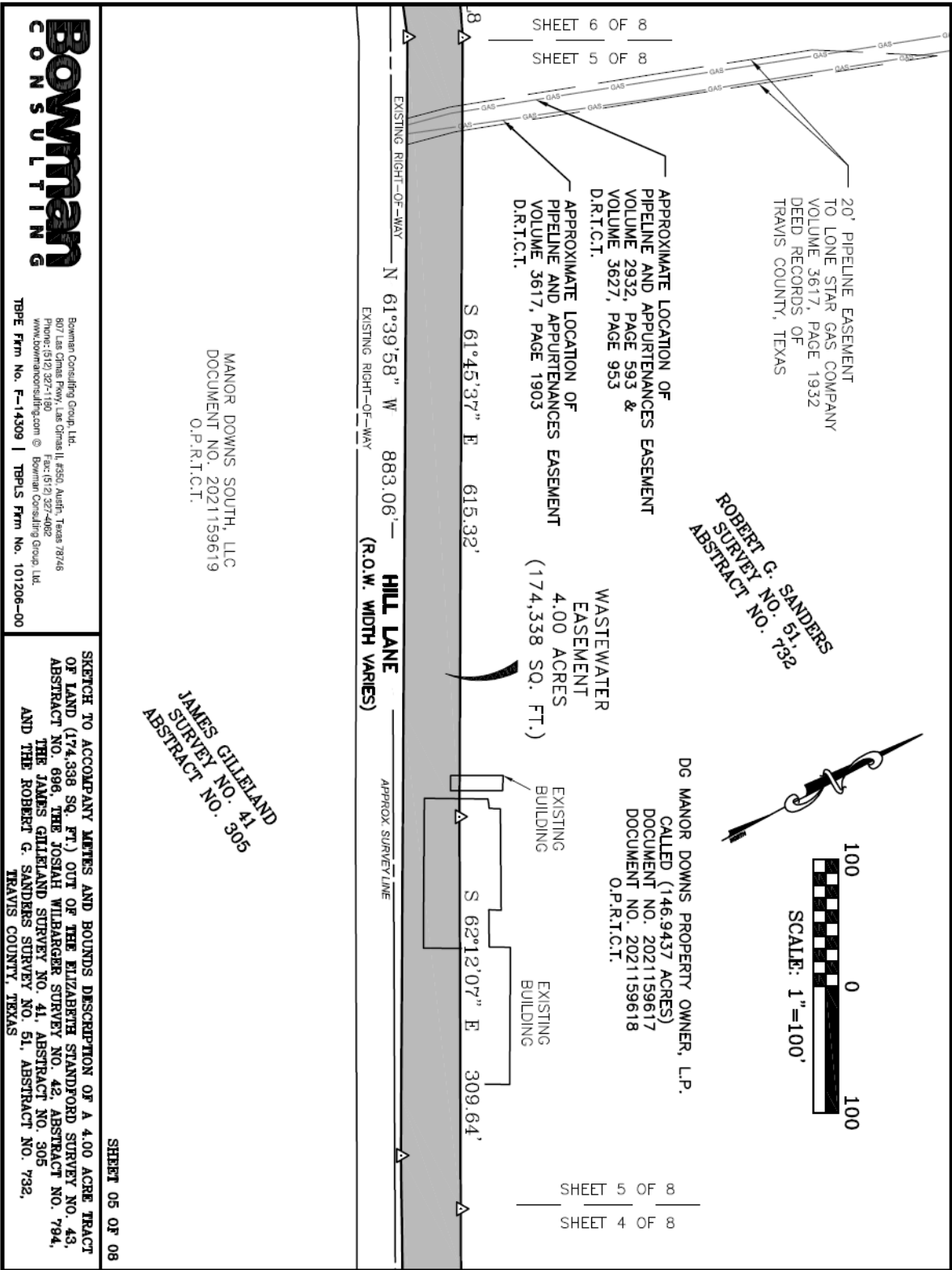
Bowman Consulting Group, Ltd.  
807 Las Cruces Fwy, Las Cruces II, #350, Austin, Texas 78746  
Phone: (512) 327-1180  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TBP# Ffm No. F-14309 | TBP# Ffm No. 101206-00

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 4.00 ACRE TRACT OF LAND (174,338 SQ. FT.) OUT OF THE ELIZABETH STANDFORD SURVEY NO. 43, ABSTRACT NO. 696, THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305 AND THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, TRAVIS COUNTY, TEXAS

SHEET 04 OF 08

SHEET 4 OF 8  
SHEET 3 OF 8

EXHIBIT A



**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
807 Las Cruces Pkwy, Las Cruces, Texas 78746  
Phone: (512) 327-1190 Fax: (512) 327-4082  
www.bowmanconsulting.com | Bowman Consulting Group, Ltd.  
TYPE Ffm No. F-14309 | T9PLUS Ffm No. 101206-00

MANOR DOWNS SOUTH, LLC  
DOCUMENT NO. 2021159619  
O.P.R.T.C.T.

JAMES GILLELAND  
SURVEY NO. 41  
ABSTRACT NO. 305

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 4.00 ACRE TRACT OF LAND (174,338 SQ. FT.) OUT OF THE ELIZABETH STANDFORD SURVEY NO. 43, ABSTRACT NO. 696, THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305 AND THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, TRAVIS COUNTY, TEXAS

SHEET 05 OF 08

FILE: \\tk-aust-1-vm\New\_Projects\070592 - Hill Lane WW Interceptor Austin TX\070592-01-001 (SUR) - Hill Lane WW Interceptor Austin TX\SURVEY\Working\SV-70592-01-001 - DG MANOR DOWNS PROPERTY OWNER LP\_WW\_202406

**EXHIBIT A**

THE (146.9437 ACRE) DG MANOR DOWNS PROPERTY OWNER, L.P. TRACT IS ADDITIONALLY SUBJECT TO THE FOLLOWING EASEMENTS WHICH ARE BLANKET IN NATURE:

- PIPELINE AND APPURTENANCES EASEMENT GRATED TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 3627, PAGE 953, D.R.T.C.T.
- RESERVATION OF INGRESS AND EGRESS EASEMENT RESERVED IN VOLUME 6029, PAGE 26, D.R.T.C.T.
- ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM EASEMENT TO BLUEBONNET ELECTRIC COOPERATIVE, INC. IN VOLUME 8917, PAGE 853, D.R.T.C.T.
- ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OF SYSTEM EASEMENT TO BLUEBONNET ELECTRIC COOPERATIVE, INC. IN VOLUME 8917, PAGE 855, D.R.T.C.T.
- ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OF SYSTEM EASEMENT TO BLUEBONNET ELECTRIC COOPERATIVE, INC. IN VOLUME 8917, PAGE 857, D.R.T.C.T.
- ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OF SYSTEM EASEMENT TO BLUEBONNET ELECTRIC COOPERATIVE, INC. IN VOLUME 8917, PAGE 859, D.R.T.C.T.
- ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OF SYSTEM EASEMENT TO BLUEBONNET ELECTRIC COOPERATIVE, INC. IN VOLUME 8917, PAGE 861, D.R.T.C.T.

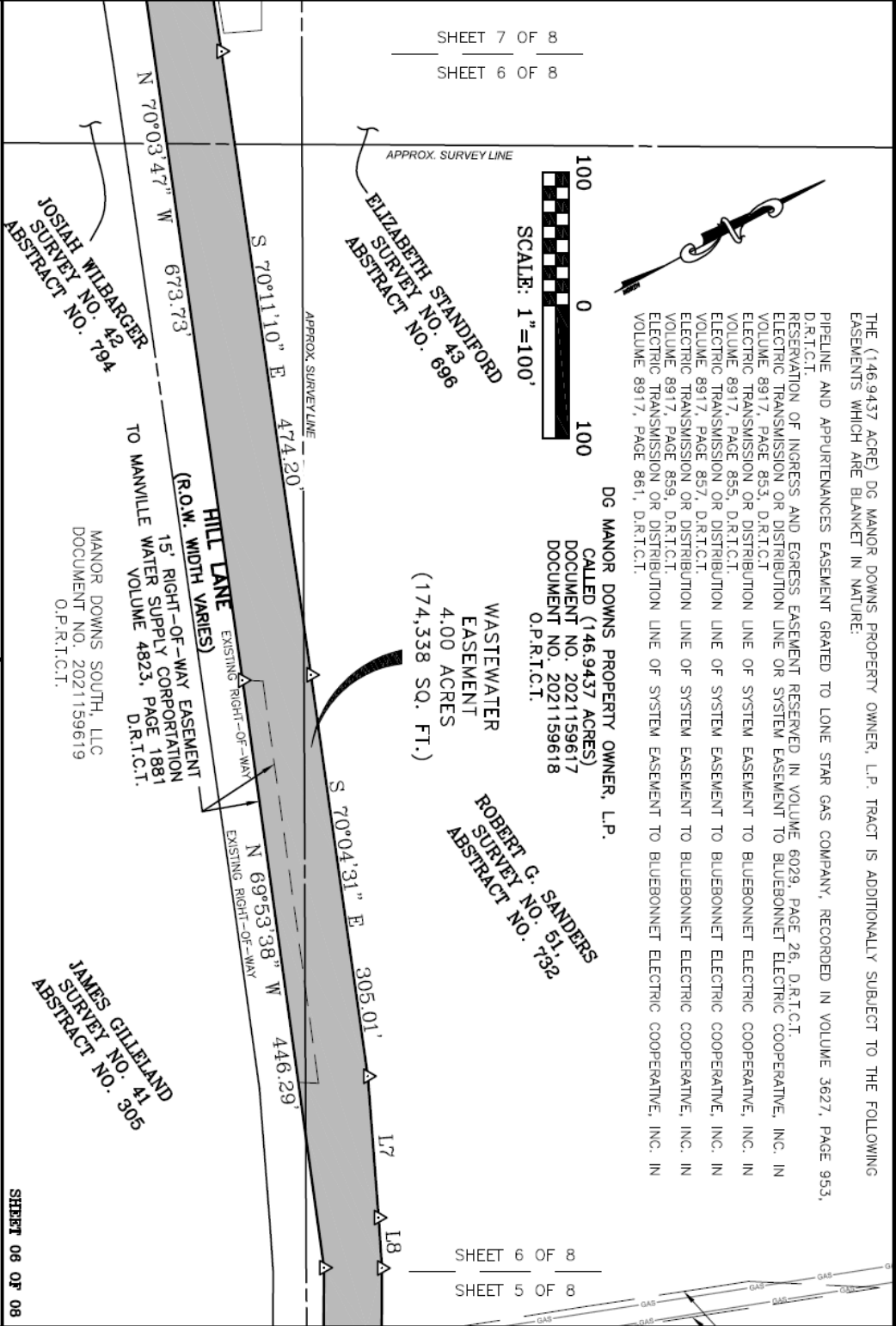
DG MANOR DOWNS PROPERTY OWNER, L.P.

CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.

**ROBERT G. SANDERS**  
SURVEY NO. 51,  
ABSTRACT NO. 732

WASTEWATER  
EASEMENT  
4.00 ACRES  
(174,338 SQ. FT.)

SHEET 7 OF 8  
SHEET 6 OF 8



SHEET 6 OF 8  
SHEET 5 OF 8

SHEET 06 OF 08

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
807 Las Cruces Freeway, Las Cruces II, 8850, Austin, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-4082  
www.bowmanconsulting.com Bowman Consulting Group, Ltd.  
TBE Firm No. F-14309 | TBPUS Firm No. 101206-00

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 4.00 ACRE TRACT OF LAND (174,338 SQ. FT.) OUT OF THE ELIZABETH STANDFORD SURVEY NO. 43, ABSTRACT NO. 696, THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, AND THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305 AND THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, TRAVIS COUNTY, TEXAS



S.H.130  
(R.O.W. WIDTH VARIES)

**ELIZABETH STANDFORD**  
SURVEY NO. 43  
ABSTRACT NO. 696

GREGG MANOR OWNER, LLC  
CALLED (125.80 ACRES)  
DOC. NO. 2021258342  
O.P.R.T.C.T.

120' WIDE  
ELECTRIC EASEMENT  
TO L.C.R.A.  
DOC. NO. 2010174015  
O.P.R.T.C.T.

N 30°38'51" E 1738.50'

SARVI, L.L.C.  
CALLED (13,918 ACRES)  
DOC. NO. 2004197709  
O.P.R.T.C.T.

DG MANOR DOWNS  
PROPERTY OWNER, L.P.  
CALLED (146,9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.

30' INGRESS AND EGRESS EASEMENT  
TO CARR-MANOR DOWNS, LTD.  
VOLUME 11586, PAGE 852  
R.P.R.T.C.T.

WASTEWATER EASEMENT  
4.00 ACRES  
(174,338 SQ. FT.)

0.009 WATER EASEMENT  
TO MANVILLE WATER SUPPLY  
CORPORATION  
DOC. NO. 2023045175  
O.P.R.T.C.T.

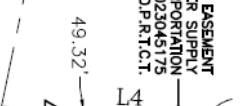
TRAVIS COUNTY  
CALLED (4.794 ACRES)  
DOC. NO. 2015064442  
O.P.R.T.C.T.

TRAVIS COUNTY  
CALLED (23,986 ACRES)  
DOC. NO. 2018017474  
O.P.R.T.C.T.

**JOSHUA WILBARGER**  
SURVEY NO. 42  
ABSTRACT NO. 794

MANOR DOWNS SOUTH, LLC  
DOCUMENT NO. 2021159619  
O.P.R.T.C.T.

HILL LANE  
(R.O.W. WIDTH VARIES)



SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 4.00 ACRE TRACT  
OF LAND (174,338 SQ. FT.) OUT OF THE ELIZABETH STANDFORD SURVEY NO. 43,  
ABSTRACT NO. 696, THE JOSHUA WILBARGER SURVEY NO. 42, ABSTRACT NO. 794,  
AND THE JAMES GILBERT SURVEY NO. 41, ABSTRACT NO. 305  
AND THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 792,  
TRAVIS COUNTY, TEXAS

SHEET 07 OF 08

SHEET 7 OF 8

SHEET 6 OF 8

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
5914 Lake Creek Drive, Suite 1100, Austin, Texas 78746  
Phone: (512) 327-1190  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE FPM No. F-14309 | TBPLS FPM No. 101206-00

FILE: \\tk-aust-1s1-wm\New\_Projects\070692 - Hill Lane WW Interceptor Austin TX\070692-01-001 (SUR) - Hill Lane WW Interceptor Austin TX\Survey\Working\SV-70692-01-001 - DG MANOR DOWNS PROPERTY OWNER P-2-MW\_202406

EXHIBIT A

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 62°46'03" W	22.77'
L2	N 71°43'57" W	223.90'
L3	N 70°50'01" W	30.60'
L4	N 30°38'51" E	101.43'
L5	S 57°46'29" E	211.52'
L6	S 70°45'42" E	231.62'
L7	S 66°18'56" E	106.74'
L8	S 65°52'11" E	38.05'
L9	S 27°13'57" W	31.70'

**LEGEND**

- 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET
- △ CALCULATED POINT
- 1/2" IRON ROD FOUND (OR AS NOTED)
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**NOTE: INITIAL BOUNDARY SURVEY SIGNED AND REVIEWED BY CURTIS WATTS, REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR NO. 6614. CERTIFICATIONS WERE UPDATED AND SIGNED BY DANIEL WAYNE COGBURN.**

*Daniel Cogburn*  
07/01/2024



Bowman Consulting Group, Inc.  
807 Lee Crane Fwy, Lee Creek, TX 75841  
Phone: (512) 327-1190 Fax: (512) 327-4062  
www.bowmanconsulting.com © Bowman Consulting Group, LLC.  
TYPE FTM No. F-14309 | TRPLS FTM No. 101206-00

**SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 4.00 ACRE TRACT OF LAND (174,338 SQ. FT.) OUT OF THE ELIZABETH STANFORD SURVEY NO. 43, ABSTRACT NO. 696, THE JOSHUA WILBARGER SURVEY NO. 42, ABSTRACT NO. 784, AND THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 792, TRAVIS COUNTY, TEXAS**

SHEET 08 OF 08



## LIEN HOLDER CONSENT

**Date:** \_\_\_\_\_, 2024

**Lien Holder:** Crossfirst Bank, a Kansas state-chartered bank

**Lien Holder Notice Address:** 2021 McKinney Avenue, Suite 800  
Dallas, Dallas County, Texas 75201

**Liens:** Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated August 25, 2021, from Grantor to Debbie Robinowitz Trustee, securing the payment of one promissory note of even date in the original principal amount of \$6,875,000.00, payable to Lien Holder, of record in Document Number 2021190059, of the Official Public Records of Travis County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

**Grant Document:** The document to which this Lien Holder Consent is attached, consented, and subordinated to.

**Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;
3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

- 4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

**CROSSFIRST BANK,**  
A KANSAS STATE-CHARTERED BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Before me, the undersigned notary, on this day personally appeared \_\_\_\_\_ of Crossfirst Bank, a Kansas state-chartered bank, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_, 2024.

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING, PLEASE RETURN TO:**

City of Austin  
Development Services Department  
P.O. Box 1088  
Austin, Texas 78767

**PROJECT INFORMATION:**

Project Name: **Manor Downs Industrial Site Plan A**  
Project Case Manager: **Randall Rouda**  
Site Plan No.: **SP-2023-0145D**

*Execution Version*


**CONSENT OF THE MANAGER OF MANOR DOWNS REIT, LLC  
EFFECTIVE AS OF NOVEMBER 18, 2022**

The undersigned being the manager of Manor Downs REIT, LLC, a Delaware limited liability company (the “Managing GP”), which is the Managing GP of DG Manor Downs, L.P., a Delaware limited partnership (the “Partnership”) as such term is defined in the Amended and Restated Limited Partnership Agreement of the Partnership, dated as of October 26, 2022, by and among Nefesh Realty (Manor Downs TX) LP, a Delaware limited partnership, Baisby Capital LLC, a Delaware limited liability company, Dalfen’s Limited, a corporation duly formed under the laws of Quebec, Lombard Manor Downs, LLC, a Delaware limited liability company and the Managing GP (the “Partnership Agreement”), which is the sole member of **DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company (“Property Owner GP”)**, pursuant to that certain Limited Liability Company wAgreement of Property Owner GP, dated as of July 16, 2021, which is the general partner of **DG Manor Downs Property Owner, L.P., a Delaware limited partnership (“Property Owner”)**, pursuant to that certain Limited Partnership Agreement of Property Owner, dated as of July 16, 2021, hereby consents on behalf of the Managing GP to the execution by the Property Owner GP on behalf of the Property Owner, of any matter by affidavit, agreement, deed, or other document (each a “Development Document”) related to the construction, development, management, permitting, platting, zoning, dedication, grant, conveyance, or improvement of all or a portion of that certain property located in Manor Downs Business Park, Austin, Texas, as more particularly described in the Partnership Agreement (the “Property”) and further designates **Joseph Walker as an Authorized Signatory of each of the Property Owner and the Property Owner GP (the “Authorized Signatory”)**, pursuant to which the Authorized Signatory shall have the authority to take all actions and execute and deliver on behalf of the Property Owner and the Property Owner GP, as applicable, all Development Documents necessary or advisable in connection with the improvement of all or a portion of the Property. Notwithstanding the foregoing, no Authorized Signatory shall take any action that is not expressly authorized by this consent that would constitute (i) any Major Decision without the prior written approval of the Managing GP or (ii) any Unanimous Decision without the prior written approval of the Managing GP and Operating GP. Capitalized terms used but not defined herein shall have the meaning given in the Partnership Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this consent of the manager of the Managing GP effective as of the day and year first written above.

Goldman Sachs & Co. LLC,  
a New York limited liability company

By:   
Name: Christopher C. Monroe  
Title: Managing Director



**1 Owner Search**

<b>CLIENT INFORMATION</b>			
Client:	UTB Title Agency LP	Report Date:	10/07/2024
Client No.:	12776	Index Date:	08/29/2024
Address:	13101 Preston Rd, Ste 302 Dallas, TX 75240	Order ID:	410-202-1-2110
Contact:	Kenneth Quantie	Client Ref.:	9400 HILL LN
Phone:		PO Number:	
Delivery:	kquantie@utbtitle.com		

<b>BORROWER INFORMATION</b>	
<b>Borrower Name and Address as Submitted:</b>	<b>Borrower Name and Address as Researched:</b>
DALFEN MANOR DOWNS INDUSTRIAL 9400 HILL LN NA, TX 78653	DG MANOR DOWNS PROPERTY OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP 9400 HILL LN NA, TX 78653
	County: TRAVIS

<b>TAX &amp; VALUE INFORMATION</b>	
<b>PARCEL IDENTIFICATION NUMBER:</b>	247989
<b><u>TAX VALUE INFORMATION</u></b>	<b><u>EXEMPTION INFORMATION</u></b>
Land Value: \$532,800.00	Homestead exemption No
Improvement Value:	Agricultural exemption No
Total Value: \$532,800.00	Property over 10 acres Yes
	Property within city limit Yes
	Have any home equity loans been satisfied or released in the last 12 months? No
<b><u>TAX OBLIGATION INFORMATION</u></b>	
Tax Periods: Annual	
Tax Year: 2023	
Tax Amount: \$8,994.98	
Tax Status: Paid	
	Due Date 01/31/2024



## 1 Owner Search

### OWNERSHIP INFORMATION

<b>Document Type:</b>	QuitClaim Deed	<b>Execution Date:</b>	07/14/2021
<b>Instrument Number:</b>	2021159618	<b>Recorded Date:</b>	07/16/2021
<b>Grantor:</b>	Manor Downs Business Park Land, LLC, a Texas limited liability company		
<b>Grantee:</b>	DG Manor Downs Property Owner, L.P., a Delaware limited partnership		
<b>Abstract Property.</b>			
Out sale Deed Special Warranty Deed dated 04/29/2024 between Manor Downs East, LLC, a Texas limited liability company to DG Manor Downs Property Owner, L.P., a Delaware limited partnership recorded in Instrument No. 2024046270 on 04/30/2024.			
Out sale Deed Special Warranty Deed dated 04/22/2024 between DG Manor Downs Property Owner, L.P., a Delaware limited partnership By: DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company, its general partner to Manor Downs East, LLC, a Texas limited liability company recorded in Instrument No. 2024046271 on 04/30/2024.			

<b>Document Type:</b>	Special Warranty Deed	<b>Execution Date:</b>	07/14/2021
<b>Instrument Number:</b>	2021159617	<b>Recorded Date:</b>	07/16/2021
<b>Grantor:</b>	Manor Downs Business Park Land, LLC, a Texas limited liability company		
<b>Grantee:</b>	DG Manor Downs Property Owner, L.P., a Delaware limited partnership		

### MORTGAGE INFORMATION

<b>Document Type:</b>	Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing	<b>Execution Date:</b>	08/25/2021
<b>Instrument Number</b>	2021190059	<b>Recorded Date:</b>	08/25/2021
<b>Loan Amount:</b>	\$6,875,000.00	<b>Maturity Date:</b>	Not Stated
<b>Grantor:</b>	DG Manor Downs Property Owner, L.P., a Delaware limited partnership		
<b>Beneficiary:</b>	CrossFirst Bank, a Kansas state-chartered bank		
<b>Trustee:</b>	Debbie Robinowitz		
<b>Open End:</b>	Closed		
<b>Comment:</b>	Partial Release of Lien dated 03/22/2024 recorded in Instrument No. 2024046269 on 04/30/2024. Memorandum of Third Amendment to Loan Documents dated 07/25/2024 recorded in Instrument No. 2024085440 on 08/02/2024.		

<b>Document Type:</b>	Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing	<b>Execution Date:</b>	04/30/2024
<b>Instrument Number</b>	2024046272	<b>Recorded Date:</b>	04/30/2024
<b>Loan Amount:</b>	\$6,875,000.00	<b>Maturity Date:</b>	Not Stated
<b>Grantor:</b>	DG Manor Downs Property Owner, L.P., a Delaware limited partnership		
<b>Beneficiary:</b>	CrossFirst Bank, a Kansas state-chartered bank		
<b>Trustee:</b>	Debbie Robinowitz		
<b>Open End:</b>	Closed		

### JUDGMENT AND LIEN INFORMATION

None found of record on DG Manor Downs Property Owner LP, Manor Downs Business Park Land LLC and Dalfen Manor Downs Industrial.



## 1 Owner Search

### OTHER MATTERS OF RECORD

Easement dated 10/05/1964 recorded in Volume 2932, Page 593 on 03/17/1965.  
 Easement dated 01/14/1969 recorded in Volume 3617, Page 1903 and Instrument No. 12-6194 on 01/24/1969.  
 Easement dated 01/16/1969 recorded in Volume 3617, Page 1932 on 01/27/1969.  
 Easement dated 01/14/1969 recorded in Volume 3627, Page 953 on 02/20/1969.  
 Right of Way Easement (General Type Easement) dated 10/27/1971 recorded in Volume 4822, Page 1761 and Instrument No. 90-4304 on 01/15/1974.  
 Right of Way Easement (General Type Easement) dated 05/12/1972 recorded in Volume 4823, Page 1881 and Instrument No. 90-4431 on 01/15/1974.  
 Right of Way Easement (General Type Easement) dated 09/25/1971 recorded in Volume 4823, Page 1936 and Instrument No. 90-4486 on 01/15/1974.  
 Right of Way Easement (General Type Easement) dated 10/25/1971 recorded in Volume 4956, Page 1928 and Instrument No. 98-6044 on 01/26/1974.  
 Warranty Deed with Vendor's Lien dated 08/05/1974 recorded in Volume 4993, Page 530 on 08/07/1974.  
 General Warranty Deed with Vendor's Lien dated 12/22/1977 recorded in Volume 6029, Page 26 on 12/23/1977.  
 Easement dated 01/25/1979 recorded in Volume 8917, Page 857 on 01/29/1979.  
 Easement dated 01/25/1979 recorded in Volume 8917, Page 859 on 01/29/1979.  
 Easement dated 06/05/1979 recorded in Volume 8917, Page 853 on 06/06/1979.  
 Easement dated 07/16/1979 recorded in Volume 8917, Page 855 on 11/28/1984.  
 Easement dated 05/24/1979 recorded in Volume 8917, Page 861 on 11/28/1984.  
 Right of Way Easement dated 11/29/1989 recorded in Book 11074, Page 0569 and Instrument No. 89102885 on 11/30/1989.  
 Easement dated 12/21/1990 recorded in Book 1345, Page 0087 and Instrument No. 91000515 on 12/26/1990.  
 Warranty Deed dated 12/08/1991 recorded in Book 11586, Page 0852 and Instrument No. 91110578 on 12/18/1991.  
 Warranty Deed with Vendor's Lien dated 08/28/1999 recorded in Instrument No. 1999098769 on 09/01/1999.  
 Drainage Easement dated 06/28/2000 recorded in Instrument No. 2000100887 on 06/29/2000.  
 Special Warranty Deed dated 04/05/2003 recorded in Instrument No. 2003091782 on 04/25/2003.  
 Drainage Easement dated 08/24/2004 recorded in Instrument No. 2004163233 on 08/25/2004.  
 Assignment of Assumption Agreement dated 10/22/2010 recorded in Instrument No. 2011042154 on 03/23/2011.  
 Assignment of Assumption Agreement dated 10/22/2010 recorded in Instrument No. 2011147986 on 10/10/2011.  
 Meter Right of Way Easement dated 07/03/2014 recorded in Instrument No. 2014105996 on 07/17/2014.  
 Manville W.S.C. Easement dated 04/05/2023 recorded in Instrument No. 2023045175 on 04/27/2023.  
 Easement dated 07/27/2023 recorded in Instrument No. 2024026396 on 03/12/2024.





## 1 Owner Search

### BANKRUPTCY INFORMATION

NO OPEN BANKRUPTCIES FOUND ON DG Manor Downs and Dalfen Manor Downs Industrial.

### PROBATE INFORMATION

The following parties have been searched for probate: DG Manor Downs Property Owner LP, Manor Downs Business Park Land LLC and Dalfen Manor Downs Industrial.  
Results: None found of record.

**DISCLAIMER:** This report contains information obtained from public records, and being that our company is not the primary provider of such, our company cannot and will not, for the fee charged, be an insurer or guarantor of the accuracy or reliability of said information. Our company does not guarantee or warrant the accuracy, timeliness, completeness, currentness, merchantability or fitness for a particular purpose of services provided. Further, our company's sole liability is limited to the cost of this report only. Our company is not liable to user for any loss or injury arising out of or caused, in whole or in part, by our company's acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the services or information contained herein. THIS REPORT IS NOT AN ABSTRACT, OPINION OF TITLE, TITLE COMMITMENT NOR GUARANTEE, OR TITLE INSURANCE POLICY.

### LEGAL DESCRIPTION

Being all of that certain tract or parcel of land containing 146.9437 acres, more or less, situated in the Robert G. Sanders Survey No. 51, Abstract No. 732, Elizabeth Standiford Survey No. 43, Abstract No. 696, Josiah Wilbarger Survey No. 42, Abstract No. 794, and the James Gilleland Survey No. 41, Abstract No. 305, Travis County, Texas, said tract being more particularly described by metes and bounds as follows:

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 146.9437 ACRES (6,400,869 SQUARE FEET) PARTIALLY OUT OF THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, PARTIALLY OUT OF THE ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, PARTIALLY OUT OF THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, AND PARTIALLY OUT OF THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, ALL IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 10.656 ACRE TRACT CONVEYED TO MANOR DOWNS, LTD. IN DOCUMENT NO. 2011188377 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), BEING ALL OF A CALLED 44.33 ACRE TRACT CONVEYED TO MANOR DOWNS, LP IN VOLUME 10838, PAGE 840 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.), BEING ALL OF A CALLED 3.06 ACRE TRACT CONVEYED TO MANOR DOWNS, LP IN VOLUME 10884, PAGE 835 (R.P.R.T.C.T.), BEING ALL OF A CALLED 6.96 ACRE TRACT CONVEYED TO MANOR DOWNS PARTNERS, L.P. IN VOLUME 11251, PAGE 1136 (R.P.R.T.C.T.), BEING ALL OF A CALLED 22.378 ACRE TRACT CONVEYED TO MANOR DOWNS, LTD IN DOCUMENT NO. 2011188383 (O.P.R.T.C.T.), BEING ALL OF A CALLED 44.952 ACRE TRACT CONVEYED TO MANOR DOWNS, L.P. IN DOCUMENT NO. 1999098769 (O.P.R.T.C.T.), BEING ALL OF A CALLED 13.79 ACRE TRACT (EXHIBIT "A," "TRACT 2") CONVEYED TO OSO BAILANDO, LTD. IN DOCUMENT NO. 2003091782 (O.P.R.T.C.T.), AND BEING ALL OF A CALLED 0.811 ACRE EASEMENT ESTATE (30-FOOT ACCESS EASEMENT) RECORDED IN VOLUME 11586, PAGE 852 (R.P.R.T.C.T.), AND HAVING BEEN CONVEYED TO OSO BAILANDO, LTD. IN DOCUMENT NO. 2003091782 (O.P.R.T.C.T.), BEING THE REMNANT PORTION OF A CALLED 98.583 ACRE TRACT CONVEYED TO MANOR DOWNS IN VOLUME 10884, PAGE 856 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 146.9437 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1-inch iron rod found in the north right-of-way line of Hill Lane (right-of-way varies), being the southeast corner of said 10.656 acre tract, being the southwest corner of a called 25.08 acre tract conveyed to Manor Downs in Volume 10884, Page 862 (R.P.R.T.C.T.), for the southeast corner and POINT OF BEGINNING hereof, from which a 1/2-inch iron rod found in the north right-of-way line of said Hill Lane, for an angle point in the south line of said 25.08 acre tract bears, S61°36'48"E, a distance of 700.87 feet; THENCE, with the north right-of-way line of said Hill Lane and the south line of said 10.656 acre tract, N62°53'19"W, a distance of 452.68 feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common south corner of said 10.656 acre tract and said 44.33 acre tract;

THENCE, with the north right-of-way line of said Hill Lane and the south line of said 44.33 acre tract, the following two (2) courses and distances:

- 1) N62°49'39"W, a distance of 1,189.01 feet to a calculated point for an angle point hereof, and
- 2) N61°38'35"W, a distance of 883.28 feet to a 3/8-inch iron rod found for an angle point hereof, said point being the common south corner of said 44.33 acre tract and said 3.06 acre tract;

THENCE, with the north right-of-way line of said Hill Lane, in part with the south line of said 3.06 acre tract and in part with the south line of said 6.96 acre tract, N69°53'28"W, passing at a distance of 140.85 feet a calculated point for the common south corner of said 3.06 acre tract and said 6.96 acre tract, and continuing for a total distance of 446.14 feet to a 1/2-inch iron rod found for an angle point



## 1 Owner Search

hereof, said point being the common south corner of said 6.96 acre tract and said 22.378 acre tract;  
 THENCE, with the north right-of-way line of said Hill Lane, in part with the south line of said 22.378 acre tract and in part with the east and south lines of said 0.811 acre access easement tract, the following four (4) courses and distances:  
 1) N70°04'37"W, a distance of 673.72 feet to a 1/2-inch iron rod with "Waterloo" cap found for an angle point hereof,  
 2) N71°31'33"W, a distance of 223.76 feet to a 1/2-inch iron rod with illegible cap found for an internal ell-corner hereof, said point being the southwest corner of said 22.378 acre tract and being in the east line of said 0.811 acre access easement tract,  
 3) S30°37'43"W, a distance of 0.62 feet to a calculated point for an external ell-corner hereof, said point being the southeast corner of said 0.811 acre access easement tract, and  
 4) N70°50'12"W, a distance of 30.61 feet to a calculated point for the southwest corner hereof, said point being the northwest corner of the western terminus of said Hill Lane, being the southwest corner of said 0.811 acre access easement tract, and being in the east line of a called 59.67 acre tract ("Tract 3") conveyed to J.D. Weaver Family Limited Partnership II in Volume 12651, Page 477 (R.P.R.T.C.T.), from which a cotton gin spindle with "Chaparral" washer found for the southwest corner of the western terminus of said Hill Lane, for an angle point in the east line of said 59.67 acre tract, being an angle point in the north line of a called 23.986 acre tract ("Tract 1") conveyed to Travis County, Texas in Document No. 2018017474 (O.P.R.T.C.T.), and being the northwest corner of the remainder of a called 46.21 acre tract ("Tract 1") conveyed to Oso Bailando Ltd. in Document No. 2003091782 (O.P.R.T.C.T.), bears, S30°38'40"W, a distance of 30.43 feet;  
 THENCE, leaving the north right-of-way line of said Hill Lane, in part with the west line of said 0.811 acre access easement tract, being the west line of said remnant portion of 98.583 acre tract, in part with the west line of said 13.79 acre tract, and with the east line of said 59.67 acre tract, N30°38'40"E, passing at a distance of 1,180.24 a 1/2-inch iron rod found for the northwest corner of said 0.811 acre access easement tract, being the southwest corner of said 13.79 acre tract, and continuing for a total distance of 1,839.94 feet to a 1/2-inch iron rod found for the northwest corner hereof, said point being the northwest corner of said 13.79 acre tract, and being the southwest corner of a called 13.918 acre tract ("Tract 2") conveyed to SARVI, LLC, in Document No. 2004179709 (O.P.R.T.C.T.), from which a 1/2-inch iron rod with "Waterloo" cap found for the northeast corner of said 59.67 acre tract, for the northwest corner of said 13.918 acre tract, and for an angle point in the south line of a called 52.0 acre tract ("Tract 1") conveyed to J.D. Weaver Family Limited Partnership II in Volume 12651, Page 477 (R.P.R.T.C.T.) bears, N30°38'40"E, a distance of 662.30 feet;  
 THENCE, with the common line of said 13.79 acre tract and said 13.918 acre tract, S61°59'41"E, a distance of 911.76 feet to a 1/2-inch iron rod found for an angle point hereof, said point being the northeast corner of said 13.79 acre tract, being the southeast corner of said 13.918 acre tract, being the northwest corner of said 44.952 acre tract, and being the most southerly southwest corner of a called 247.500 acre tract ("Tract 1") conveyed to SARVI, LLC in Document No. 2004179709 (O.P.R.T.C.T.);  
 THENCE, with the common line of said 44.952 acre tract and said 247.500 acre tract, S62°04'16"E, a distance of 2,865.75 feet to a 1/2-inch iron rod with illegible cap found for the northeast corner hereof, said point being the common east corner of said 44.952 acre tract and said 247.500 acre tract, also being in the west line of a called 81.726 acre tract conveyed to YAJAT, LLC in Document No. 2005143055 (O.P.R.T.C.T.), from which a 1-inch iron rod found for the common north corner of said 247.500 acre tract and said 81.726 acre tract, being in the south right-of-way line of Gregg Manor Road (right-of-way varies), bears, N27°12'44"E, a distance of 2,559.65 feet;  
 THENCE, in part with the east line of said 44.952 acre tract, in part with the west line of said 81.726 acre tract, in part with the east line of said 10.656 acre tract, and in part with the west line of said 25.08 acre tract, the following two (2) courses and distances:  
 1) S27°12'44"W, a distance of 525.25 feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common west corner of said 81.726 acre tract and said 25.08 acre tract, and  
 2) S27°12'57"W, at a distance of 144.88 feet passing a calculated point for the common east corner of said 44.952 acre tract and said 10.656 acre tract, continuing for a total a distance of 1,099.40 to the POINT OF BEGINNING and containing 146.9437 Acres (6,400,869 Square Feet) of land, more or less.  
 LESS AND EXCEPT  
 DESCRIPTION OF 0.560 ACRE (24,388 SQUARE FEET) OF LAND BEING OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63. IN TRAVIS COUNTY, TEXAS, SAID 0.560 ACRE TRACT OF LAND BEING A PORTION OF TRACT 1, A CALLED 25.08 ACRE TRACT OF LAND CONVEYED TO MANOR DOWNS EAST, LLC, RECORDED IN DOCUMENT NO. 2021159620 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 0.560 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;  
 BEGINNING AT A 1/2-INCH IRON ROD FOUND FOR THE NORTHWESTERLY CORNER OF SAID TRACT AND FOR THE SOUTHWESTERLY CORNER OF A CALLED 81.726 ACRE TRACT OF LAND CONVEYED TO YAJAT, LLC, RECORDED IN DOCUMENT NO. 2005143055, O.P.R.T.C.T., ALSO BEING IN A SOUTHEASTERLY LINE OF A 148.9437 ACRE TRACT OF LAND CONVEYED TO DO MANOR DOWNS PROPERTY OWNER, LP, RECORDED IN DOCUMENT NOS, 2021159617 AND 2021159618, O.P.R.T.C.T.,  
 THENCE, S 72° 08' 25" E. WITH THE COMMON LINE OF SAID TRACT 1 AND SAID 81.726 ACRE TRACT OF LAND, A DISTANCE OF 938.20 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHEASTERLY CORNER OF SAID TRACT 1, THE SOUTHEASTERLY CORNER OF SAID 81.726 ACRE TRACT OF LAND, THE SOUTHWESTERLY CORNER OF A CALLED 64.5417 ACRE TRACT OF LAND CONVEYED TO MANOR ISD, RECORDED IN DOCUMENT NO 901144922, O.P.R.T.C.T., ALSO BEING THE NORTHWESTERLY CORNER OF A CALLED 24.810 ACRE TRACT OF LAND CONVEYED TO CH DOF I-RANGEWATER MF AUSTIN MANOR, LP, RECORDED IN DOCUMENT NO. 2022094205, D.P.R.T.C.T., ALSO BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;  
 THENCE S 27° 30' 51" W, WITH THE COMMON LINE OF SAID TRACT 1 AND SAID 24.810 ACRE TRACT OF LAND, A DISTANCE OF 26.37 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED BCG SET FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR REFERENCE BEARS, S 27° 30' 51" W, A DISTANCE OF 1239.42 FEET;  
 THENCE N 72° 08' 25" W, OVER AND ACROSS SAID 25.08 ACRE TRACT OF LAND, A DISTANCE OF 938.07 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED BCG SET IN THE COMMON LINE OF SAID TRACT 1 AND SAID 146.9437 ACRE TRACT OF LAND FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH A 3/8-INCH IRON ROD FOUND FOR REFERENCE BEARS, S 27 13 57 W, A DISTANCE OF 1073.18 FEET;

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 16, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution authorizing the purchase and closing of a tract of real property consisting of 0.1980 acres, more or less, located in Travis County, Texas for \$169,900, plus closing costs, title insurance cost, providing for approval of the purchase and sale agreement and an amendment to the agreement; and providing for related matters.

### BACKGROUND/SUMMARY:

City staff has been negotiating an agreement for the purchase of an approximately 0.1980 acre tract of land with the property owner. The attached resolution authorizes the City Manager to enter into an agreement for the purchase of the property and to execute all necessary documents to close on the property. These additional lots will be utilized for public parking for the downtown business activities and planned community events. The downtown strategic plan will highlight the need for additional public parking.

**LEGAL REVIEW:** Yes, Deron Henry and Veronica Rivera, Assistant City Attorneys  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2024-35

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Resolution No. 2024-35 authorizing the purchase and closing of a tract of real property consisting of 0.1980 acres, more or less, located in Travis County, Texas for \$169,900, plus closing costs, title insurance cost, providing for approval of the purchase and sale agreement and an amendment to the agreement; and providing for related matters; and authorize the City Manager to execute the purchase agreement and all necessary documents to close on the purchase of the property.

**A RESOLUTION OF THE CITY OF MANOR, TEXAS, AUTHORIZING THE PURCHASE AND CLOSING OF A TRACT OF REAL PROPERTY CONSISTING OF 0.1980 ACRES, MORE OR LESS, LOCATED IN TRAVIS COUNTY, TEXAS FOR \$169,900.00, PLUS CLOSING COSTS TITLE INSURANCE COST; PROVIDING FOR APPROVAL OF THE PURCHASE AND SALE AGREEMENT AND AN AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR RELATED MATTERS**

**WHEREAS**, the City Council of the City of Manor, Texas (the “City”) desires to purchase an approximately 0.1980 acre tract of land located in, Manor, Travis County, Texas, and more particularly described in **Exhibit B** to the attached Earnest Money Contract (the “Property”); and

**WHEREAS**, the Mayor is Dr. Christopher Harvey and the City Manager is Scott Moore;

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

**SECTION 1.** The foregoing recitals are all true and correct and are hereby approved and adopted.

**SECTION 2.** The approval of the Earnest Money Contract by and among George Edward Gildon (the “Seller”) and the City (the “Earnest Money Contract”) providing for the purchase of the Property for the purchase price of \$169,900.00 (the “Purchase Price”), plus closing costs and title insurance, is hereby confirmed, ratified, and approved.

**SECTION 3.** The approval of authorization of the City Manager to execute all documents necessary to effectuate the purchase of the Property.

**SECTION 4.** It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of October, 2024.

**CITY OF MANOR, TEXAS**

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

**ATTEST:**

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