



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, April 03, 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.youtube.com/@cityofmanorsocial/streams>

**CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

**A. Declaring Saturday, April 22, 2024, as "Earth Day"**

**EVENTS/ANNOUNCEMENTS**

**A. Community Shred Day Event, April 13, 2024, at Manor City Hall**  
*Submitted by: Lluvia T. Almaraz, City Secretary*

**B. Keep Manor Beautiful Downtown Cleanup, April 20, 2024**  
*Submitted by: Scott Dunlop, Development Services Director*

**PUBLIC COMMENTS**

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

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

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

## 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 of the March 20, 2024, Regular Meeting.**  
*Submitted by: Lluvia T. Almaraz, City Secretary*
- 2. Consideration, discussion, and possible action on a Purchase Agreement with Cube HHF Limited Partnership for a waterline easement and temporary construction easement for Parcel No. 5.**  
*Submitted by: Scott Moore, City Manager*
- 3. Consideration, discussion, and possible action on a Purchase Agreement with Tuan V. Nguyen and Nhieu T. Nguyen for a wastewater easement and temporary construction easement for Parcel No. 1.**  
*Submitted by: Scott Moore, City Manager*

## REGULAR AGENDA

- 4. First Reading: Consideration, discussion, and possible action on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.**  
*Applicant: Retail Connections*  
*Owner: Retail Connections*  
*Submitted by: Scott Dunlop, Development Services Director*
- 5. Second and Final Reading: Consideration, discussion, and possible action on an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development and being located near the corner of Gregg Ln and FM 973, Manor, Texas.**  
*Applicant: Quiddity Engineering*  
*Owner: Gregg Lane Dev., LLC*  
*Submitted by: Scott Dunlop, Development Services Director*
- 6. Consideration, discussion, and possible action on a Development Agreement establishing development standards for Exxon Price Sign.**  
*Submitted by: Scott Dunlop, Development Services Director*



- 7.** **Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas amending Manor Code of Ordinances Chapter 13 Utilities by amending the chapter title, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing a severability clause, providing savings, effective date, and open meetings clauses, and providing for related matters.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 8.** **Consideration, discussion, and possible action on a Resolution accepting the petition for voluntary annexation of 1.273 acres, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, providing for open meeting, and other related matters.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 9.** **Consideration, discussion, and possible action on an Assignment of Easement Rights with the Texas Department of Transportation for a drainage easement.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 10.** **Consideration, discussion, and possible action on reimbursement of project management fees and services for the Bell Farms and Carriage Hills Lift Station.**  
*Submitted by: Scott Moore, City Manager*

## **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 551.074 Personnel Matters to discuss duties of the City Manager;*
- *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;*
- *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID;*
- *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding ShadowGlen development;*
- *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legislation related to daycares;*
- *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Mustang Valley PID; and*

- Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Dalfen annexation.

## 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.

**11. Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving and authorizing the Mustang Valley Public Improvement District Reimbursement Agreement.**

*Submitted by: Scott Dunlop, Development Services Director*

## 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: Thursday, March 28, 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**, the first Earth Day was proclaimed in 1970 to educate people on responsible environmental stewardship, protect the environment, and conserve resources; and

**WHEREAS**, the global theme for Earth Day 2024 is *“Planet vs Plastics”*, which calls to advocate for widespread awareness of the health risks of plastics, rapidly phase out all single-use plastics, urgently push for a strong UN Treaty on Plastic Pollution, and demand an end to fast fashion; and

**WHEREAS**, this annual celebration is a reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts for current and future generations; and

**WHEREAS**, everyone must step forward and take action to create a positive environmental change to combat the global challenges; and

**WHEREAS**, the city celebrates and supports Earth Day by implementing a variety of activities to engage our community’s awareness and participation to restore our planet.

**NOW THEREFORE**, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim Saturday, April 22, 2024, as:

### ***“Earth Day”***

in the City of Manor, Texas, and invite and encourage our community and businesses to use this day to celebrate the Earth and to commit to creating a cleaner and healthier environment for a better quality of life for current and future generations by planting trees, gardening, picking up litter, recycling, and conserving energy and water.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 3<sup>rd</sup> day of April 2024.

# Let's Go Green!



## FREE COMMUNITY SHRED DAY!



## SHRED FOR A CAUSE

*Pet food donations will be accepted for  
Manor PD Animal Control*

**Saturday, April 13, 2024  
9am – 1pm**



**Manor City Hall  
105 E. Eggleston St.  
Manor, TX 78653**

This is a **FREE** event for **residents in the city limits of Manor, TX.** No commercial/business shredding or electronic recycling will be accepted. Please bring your most current city utility bill for verification purposes and photo I.D. Residents are invited to safely dispose of personal documents and records such as old tax returns, processed checks, loan applications, financial records, medical records, and other confidential paper documents.

Thank you!!

### BENEFITS OF SHREDDING

Protect Against Identity Theft & Fraud

Securely Destroying Documents

Saves Time

Eliminate Clutter & Fire Hazards

Protect the Public Health & Environment

#### **WHAT TO BRING:**

Current City Utility Bill & I.D.

Pet Food Donations  
(not required)

Paper Documents Only

Please limit to 4 standard file boxes per vehicle. Do not tape boxes closed. Only dry loose paper packed in boxes will be accepted.

#### **WHAT NOT TO BRING:**

No electronic media, hard drives, CDs, toner cartridges, 3-ring binders, binder clips, glass, or plastic.

All paper documents will be shredded on-site by:

#### **DATA ARMOR**

We're taking measures to offer safe, no-contact service at Community Shred Day. Attendees are asked to bring documents in their vehicle's trunk or cargo area, remain in their vehicle at all times, and enjoy the free, full-service event.

For more information, please contact the City Secretary's Office at (512) 215-8285



# KMB's Downtown Cleanup

**Saturday, April 20, 2024**  
**9:00am – 12:00pm**

*Help make downtown a more beautiful place!*

Check-in begins at 8:30am at City Hall  
– 105 East Eggleston Street.

Breakfast pastries and coffee!  
All supplies provided by KMB.



AGENDA ITEM NO. 1**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 3, 2024  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the City Council Minutes of the March 20, 2024, Regular Meeting.

**BACKGROUND/SUMMARY:**

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

- March 20, 2024, City Council Regular Meeting Minutes

**STAFF RECOMMENDATION:**

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

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

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**CITY COUNCIL  
REGULAR SESSION MINUTES  
MARCH 20, 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 (Absent)  
Anne Weir, Place 2  
Maria Amezcua, Place 3  
Sonia Wallace, Place 4  
Aaron Moreno, Place 5  
Deja Hill, Place 6

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Denver Collins, Assistant Chief of Police  
Robbie Barrera, Emergency Management Coordinator  
Scott Dunlop, Development Services Director  
Scott Jones, Economic Development Director  
Matthew Woodard, Public Works Director  
Tracey Vasquez, HR Director  
Sofi Duran, Court Administrator  
Yalondra Valderrama Santana, Heritage & Tourism Manager  
Veronica Rivera, Assistant City Attorney  
Gregory Miller, Bond Counsel

**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 7:01 p.m. on Wednesday, March 20, 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/ANNOUNCEMENTS

### A. Easter Egg-Heli-Drop Event, March 30, 2024, at 15317 US Hwy 290 E.

Yalondra V. Santana Heritage & Tourism Manager invited the community to attend the Easter Egg-Heli Drop Event.

## PUBLIC COMMENTS

HR Director Vasquez introduced the new Court Administrator Sofi Duran.

No one else appeared at this time.

## REPORTS

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

### A. FY2024 Community Project Funding Award – Gregg Manor Water Pump Station Expansion.

City Manager Moore discussed the FY2024 Community Project Funding Award for the Gregg Manor Water Pump Station. He stated that on April 2<sup>nd</sup> Congressman Greg Casar would be presenting the grant award to the city for an amount of \$850,000.

## PUBLIC HEARINGS

- 1. Conduct a public hearing on an ordinance disannexing a 5.45 acre tract, located within Travis County, Texas; making findings of fact; disannexing certain property; providing a repealing clause; providing a severability clause; providing an open meetings clause and establishing an effective date.**

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

Mayor Harvey opened the Public Hearing.

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

Patsy Graham, 1296 Johnson Road, Manor, Texas, submitted a speaker card and spoke in regard to her request. She would like to be disannexed from the city to be able to complete her structure without city regulations.

Development Services Director Dunlop discussed the city code building regulations and the proposed diannexation request.

A discussion was held regarding future development in the area.

A discussion was held regarding the process through the Board of Adjustment.

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

There was no further discussion.

**Motion to close carried 6-0**

- 2. Conduct a public hearing on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas. Applicant: Retail Connections; Owner: Retail Connections**

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

Mayor Harvey opened the Public Hearing.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the proposed request. He suggested a plaza to be included in the development.

Development Services Director Dunlop discussed the Special Use Permit for Medical Offices in Manor Crossing.

A discussion was held regarding the request for 15,000 sq.ft. use for Medical offices.

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

There was no further discussion.

**Motion to close carried 6-0**

3. **Conduct a public hearing on an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development, and being located near the corner of Gregg Ln and FM 973, Manor, Texas.**  
*Applicant: Quiddity Engineering; Owner: Gregg Lane Dev., LLC*

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

Mayor Harvey opened the Public Hearing.

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

Development Services Director Dunlop discussed the PUD site plan request.

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

There was no further discussion.

**Motion to close carried 6-0**

#### **CONSENT AGENDA**

4. **Consideration, discussion, and possible action to approve the City Council Minutes of March 4, 2024, City Council Special Session.**
5. **Consideration, discussion, and possible action on accepting the February 2024 Departmental Reports.**
- **Finance – Scott Moore, City Manager**
  - **Police – Ryan Phipps, Chief of Police**
  - **Travis County ESD No. 12 – Ryan Smith, Fire Chief**
  - **Economic Development – Scott Jones, Economic Development Director**
  - **Development Services – Scott Dunlop, Development Services Director**
  - **Community Development – Yalondra Valderrama Santana, Heritage & Tourism Manager**
  - **Municipal Court – Sarah Friberg, Court Administrator**
  - **Public Works – Matt Woodard, Director of Public Works**
  - **Manor Cemetery – Nora Sanchez, MC Manager**
  - **Human Resources – Tracey Vasquez, HR Manager**
  - **IT – Phil Green, IT Director**
  - **Administration – Lluvia T. Almaraz, City Secretary**

6. **Consideration, discussion, and possible action on accepting the February 2024 City Council Monthly Reports.**
7. **Consideration, discussion, and possible action on a Purchase Contract with Manor Plaza, LLC for a waterline easement and temporary construction easement for Parcel No. 6.**

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir to accept and approve the Consent Agenda.

There was no further discussion.

**Motion to approve carried 6-0**

## **REGULAR AGENDA**

8. **First Reading: Consideration, discussion, and possible action on an ordinance disannexing a 5.45 acre tract, located within Travis County, Texas; making findings of fact; disannexing certain property; providing a repealing clause; providing a severability clause; providing an open meetings clause and establishing an effective date.**

The city staff recommended that the City Council consider the first of an ordinance disannexing a 5.45 acre tract, located within Travis County, Texas.

Development Services Director Dunlop discussed the proposed request.

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:46 p.m. on Wednesday, March 20, 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 on Item No. 8 at 7:46 p.m. on Wednesday, March 20, 2024.*

The Executive Session was adjourned at 8:26 p.m. on Wednesday, March 20, 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 8:26 p.m. on Wednesday, March 20, 2024.

8. **First Reading:** Consideration, discussion, and possible action on an ordinance disannexing a 5.45 acre tract, located within Travis County, Texas; making findings of fact; disannexing certain property; providing a repealing clause; providing a severability clause; providing an open meetings clause and establishing an effective date.

A discussion was held regarding the process the applicant would need to take if the request was denied.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to deny an ordinance disannexing a 5.45 acre tract, located within Travis County, Texas.

There was no further discussion.

**Motion to approve denial carried 6-0**

9. **First Reading:** Consideration, discussion, and possible action on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.

*Applicant: Retail Connections; Owner: Retail Connections*

The city staff recommended that the City Council approve the first reading of a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.

Development Services Director Dunlop discussed the proposed request and the P&Z Commission recommendation.

A discussion was held regarding the clarification that the P&Z Commission only discusses zoning cases and not Economic Development agreements.

A discussion was held regarding the clarification that the request is from the property owner, Retail Connections, and not the developer.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace to postpone the item to the April 3, 2024, Regular Council Meeting to gather additional information.

There was no further discussion.

**Motion to postpone carried 5-1 (Council Member Amezcua voted against)**

**10. First Reading: Consideration, discussion, and possible action on an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development, and being located near the corner of Gregg Ln and FM 973, Manor, Texas. Applicant: Quiddity Engineering; Owner: Gregg Lane Dev., LLC**

The city staff recommended that the City Council approve the first reading of an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development and being located near the corner of Gregg Ln and FM 973, Manor, Texas with P&Z Commission conditions.

Development Services Director Dunlop discussed the proposed PUD site plan and the recommendation for approval by the P&Z Commission with conditions.

Brad Carabajal with Quiddity Engineering submitted a speaker card; however, he did not wish to speak but was available to address any questions posed by the City Council.

Ordinance: An Ordinance of the City of Manor, Texas, Amending Ordinance 698 to Modify the Planned Unit Development Site Plan for the New Haven Final Planned Unit Development; Rezoning From Planned Unit Development (PUD) to Planned Unit Development (PUD); Making Findings of Fact; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the first reading of an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development, and being located near the corner of Gregg Ln. and FM 973, Manor, Texas with the P&Z Commission conditions.

There was no further discussion.

**Motion to approve carried 6-0**

**11. Consideration, discussion, and possible action on a resolution of the City of Manor, Texas directing the City's Municipal Advisor to initiate the negotiated sale of the City of Manor General Obligation Bonds, Series 2024.**

The city staff recommended that the City Council approve Resolution No. 2024-06 of the City of Manor, Texas directing the City's Municipal Advisor to initiate the negotiated sale of the City of Manor General Obligation Bonds, Series 2024.

Gregory Miller, Bond Counsel discussed the proposed resolution.

Resolution No., 2024-06: Resolution of the City of Manor, Texas Directing the City's Municipal Advisor to Initiate the Negotiated Sale of the City of Manor General Obligation Bonds Series 2024.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve Resolution No. 2024-06 of the City of Manor, Texas directing the City's Municipal Advisor to initiate the negotiated sale of the City of Manor General Obligation Bonds, Series 2024.

There was no further discussion.

**Motion to approve carried 6-0**

**12. Consideration, discussion, and possible action on an ordinance continuing a Disaster Declaration Declared on March 14, 2024, for the April 8, 2024, Solar Eclipse.**

The city staff recommended that the City Council approve Ordinance No. 735 continuing a Disaster Declaration Declared on March 14, 2024, for the April 8, 2024, Solar Eclipse.

Emergency Management Coordinator Barrera discussed the proposed ordinance.

The attached Solar Eclipse handout was given to the City Council.

Ordinance No. 735: An Ordinance of the City of Manor, Texas, Continuing a Disaster Declaration Declared on March 14, 2024, for the April 8, 2024, Solar Eclipse Providing for an Effective Date, and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve Ordinance No. 735 continuing a Disaster Declaration Declared on March 14, 2024, for the April 8, 2024, Solar Eclipse.

There was no further discussion.

**Motion to approve carried 6-0**

**13. Consideration, discussion, and possible action on an agreement between the City of Manor and HUB International for Benefits Consulting Services.**

The city staff recommended that the City Council approve the agreement between the City of Manor and HUB International for Benefits Consulting Services and authorize the City Manager to execute the agreement.

HR Director Vasquez discussed the proposed agreement for benefit consulting services.



Brett Bowers, MBA – Public Sector Employee Benefits Specialist with HUB introduced himself and presented the attached PowerPoint Presentation.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve the agreement between the City of Manor and HUB International for Benefits Consulting Services and authorize the City Manager to execute the agreement.

There was no further discussion.

**Motion to approve carried 6-0**

**14. Consideration, discussion, and possible action on the Swagit Services Agreement between the City of Manor and Granicus.**

The city staff recommended that the City Council approve the Swagit Services Agreement between the City of Manor and Granicus.

IT Director Green discussed the proposed agreement.

A discussion was held regarding the online services Granicus would provide.

A discussion was held regarding the streaming of special meetings.

A discussion was held regarding other municipalities that use swagit services.

A discussion was held regarding the process Granicus will take when the council goes into unexpected executive sessions.

A discussion was held regarding the concern of not having full control of monitors.

A discussion was held regarding Granicus attending a meeting to present the product.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to postpone the item until April 3, 2024, Regular Council meeting to have all council's questions answered.

Mayor Harvey asked if all council questions could be answered before the April 3rd meeting and if the agreement could be signed and approved.

Assistant City Attorney Rivera suggested that a substitute motion could be made with the condition that if all questions were answered before the next meeting, the Mayor or City Manager could sign the agreement. She recommended sending an email with all the questions addressed to either the mayor or city manager.

**MOTION:** Upon an amended motion by motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the Swagit Services Agreement between the City of Manor and Granicus with the condition that if all questions were answered before the next meeting, the Mayor or City Manager could sign the agreement. She recommended sending an email with all the questions addressed to either the mayor or city manager.

There was no further discussion.

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

**15. Consideration, discussion, and possible action on the camera system upgrade for the City of Manor from Technik.**

The city staff recommended that the City Council approve the camera system upgrade for the City of Manor from Technik Enterprise LLC in an amount not to exceed \$44,400.

IT Director Green discussed the camera system upgrade.

A discussion was held regarding the replacement of all security cameras.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve the camera system upgrade for the City of Manor from Technik Enterprise LLC in an amount not to exceed \$44,400.

There was no further discussion.

**Motion to approve carried 6-0**

**16. Consideration, discussion, and possible action on an ordinance amending Chapter 1 General Provisions, Article 1.02 Administration, of the Manor Code of Ordinances, to Include Section 1.02.004 Official City Logo, Repealing Prior Municipal Logos, adopting a new Municipal Logo.**

The city staff recommended that the City Council approve Ordinance No. 736 amending Chapter 1 General Provisions, Article 1.02 Administration, of the Manor Code of Ordinances, to Include Section 1.02.004 Official City Logo, Repealing Prior Municipal Logos, adopting a new Municipal Logo.

Assistant City Attorney Rivera discussed the proposed ordinance adopting the new city logo with guidelines.

A discussion was held regarding the assurance that the city's logo copyright process is completed.

Ordinance No. 736: An Ordinance of the City of Manor, Texas, Amending Chapter 1 General Provisions, Article 1.02 Administration, of the Manor Code of Ordinances, to Include Section 1.02.004 Official City Logo, Repealing Prior Municipal Logos, Adopting a New Municipal Logo, Providing for Approved and Prohibited Uses, Providing for an Effective Date, and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir to approve Ordinance No. 736 amending Chapter 1 General Provisions, Article 1.02 Administration, of the Manor Code of Ordinances, to Include Section 1.02.004 Official City Logo, Repealing Prior Municipal Logos, adopting a new Municipal Logo.

There was no further discussion.

**Motion to approve carried 6-0**

**17. Consideration, discussion, and possible action on establishing regulations for naming city-owned properties and facilities.**

The city staff recommended that the City Council give direction to establish a process and procedures for the naming of city-owned properties and facilities.

Development Services Director Dunlop discussed the regulations for naming street names.

A discussion was held regarding other cities' regulations.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to give staff direction to establish a process and procedures for the naming of city-owned properties and facilities.

A discussion was held regarding the clarification of the process and procedures that would be presented to the council for approval.

**MOTION:** Upon an amended motion made by Council Member Wallace and seconded by Council Member Moreno to give staff direction to establish a process and procedures for the naming of city-owned properties and facilities and provide a draft to the council on April 17<sup>th</sup>.

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 10.03 p.m. on Wednesday, March 20, 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; Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding ShadowGlen development; Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID; Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legislation related to daycares; and Section 551.074 Personnel Matters to discuss duties of the City Manager at 10.:03 p.m. on Wednesday, March 20, 2024.*

The Executive Session was adjourned at 12:07 a.m. on Thursday, March 21, 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 12:07 a.m. on Thursday, March 20, 2024.

### **18. Consideration, discussion, and possible action on a resolution of the City of Manor, Texas approving and authorizing the execution of the EntradaGlen Public Improvement District-IA#1 Reimbursement Agreement.**

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Deja Hill to postpone the item to the April 3, 2024 or April 17, 2024 Regular Council meeting.

There was no further discussion.

**Motion to postpone carried 6-0**

## ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 12:09 a.m. on Thursday, March 21, 2024.

These minutes were approved by the Manor City Council on April 3, 2024.

**APPROVED:**

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

**ATTEST:**

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

# ECLIPSE

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## TOTAL ECLIPSE OF THE SUN

MONDAY, APRIL 8, 2024

*Anticipated Community Impact Times:*

---

START PARTIAL ECLIPSE

**12:17**  
PM

MAXIMUM ECLIPSE

**1:36**  
PM

END PARTIAL ECLIPSE

**2:58**  
PM



# ECLIPSE VISIBILITY PATH

Item 1.

MANOR - red area indicates  
Path of Totality



**Duration:**

2 HOURS, 40 MINUTES

**Duration of Totality:**

1 MINUTES, 53 SECONDS

**Begins:**

12:17PM

**Maximum:**

1:36PM

**Ends:**

2:58 PM

Be Ready, Be Patient, Be Safe...

# ENJOY!!!



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**FOR ADDITIONAL INFORMATION OR QUESTIONS, CONTACT THE NEAREST CITY CONTACT OR**

### Manor Emergency Management

Robbie Barrera  
 (512)215-8419 (Phone)  
 (737)339-6717 (Cell)  
 RBarrera@manortx.gov

### The City of Manor

512-272-5555  
[www.cityofmanor.org](http://www.cityofmanor.org)

### The Manor Police Department

512-272-8177  
[www.cityofmanor.org/page/pd-main](http://www.cityofmanor.org/page/pd-main)

### Travis County Sheriff's Office

512-974-0845  
 option 3  
[www.tcsheriff.org](http://www.tcsheriff.org)

## A. MESSAGE FROM THE CHIEF OF POLICE

Dear Residents and Visitors of Manor, Texas,

The information in this guide regarding the upcoming total eclipse occurring on April 8, 2024 is to help you be better prepared and informed about this event. This celestial event promises to be an extraordinary experience for all who witness it, but it also presents unique challenges that require our collective attention and preparation.

First and foremost, I want to emphasize the opportunity that this total eclipse brings to our community. It is a rare and awe-inspiring event that offers us the chance to witness the beauty and wonder of the universe right here in our own backyard. This is a moment that many people travel great distances to see, and we are fortunate to have the privilege of experiencing it together here in Central Texas.

However, with this opportunity also comes certain challenges that we must be prepared to address. We encourage everyone to take a few minutes to review the various topics to better prepare yourselves. It is essential that we plan ahead and exercise patience as we navigate the inevitable crowds, traffic delays, and other challenges this event may bring.

Additionally, it is important to remember the importance of safety during this event, be mindful of your surroundings and respectful of others during this time. As we welcome visitors to our community, let us embody the spirit of hospitality and extend kindness and courtesy to all who join us for this remarkable event.

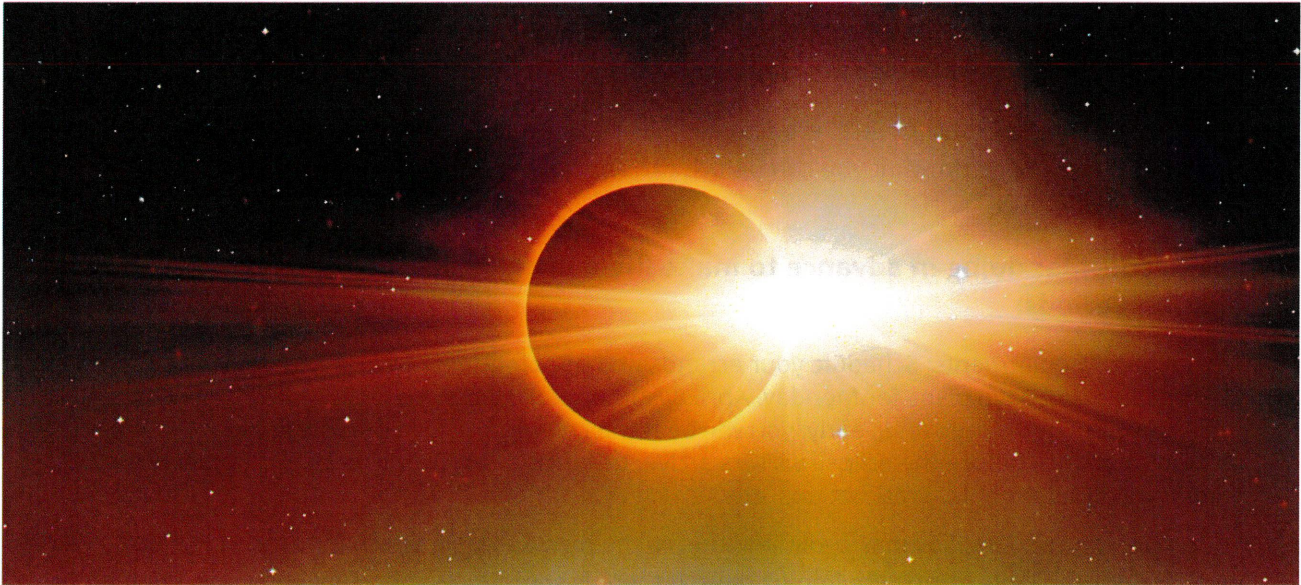
In conclusion, I encourage each of you to embrace this opportunity to witness the total eclipse on April 8, 2024. Let us come together as a community to celebrate, and let us do so with preparedness, patience, and above all, safety. By working together, we can ensure that this experience is enjoyable and memorable for all.

Thank you for your attention to this important matter and may you all have a wonderful and unforgettable eclipse viewing experience.

Respectfully submitted,

Ryan Phipps  
Manor Police Department

## B. ECLIPSE FACTS



On Monday, April 8, 2024, North America will be treated to an eclipse of the sun. Anyone within the path of totality can see one of nature's most awe-inspiring sights - a total solar eclipse. This path, where the moon will completely cover the sun and the sun's tenuous atmosphere - the corona - can be seen, will stretch from Mexico to Canada. Observers outside this path will still see a partial solar eclipse where the moon covers part of the sun's disk.

### Who Can See It?

Lots of people! Everyone in the contiguous United States, everyone in North America, plus parts of South America, Africa, and Europe, will see at least a partial solar eclipse, while the thin path of totality will pass through portions of 15 states.

### What Is It?

This celestial event is a solar eclipse in which the moon passes between the sun and Earth and blocks all or part of the sun for up to about three hours, from beginning to end, as viewed from a given location. For this eclipse, the longest period when the moon completely blocks the sun from any given location along the path will be about four minutes and 24 seconds. The last time the contiguous U.S. saw a total eclipse was in 1979.

### How Can You See It?

You never want to look directly at the sun without appropriate protection except during totality. That could severely hurt your eyes. However, there are many ways to safely view an eclipse of the sun, including direct viewing – which requires some type of filtering device, and indirect viewing, where you project an image of the sun onto a screen. Both methods should produce clear images of the partial phase of an eclipse.

[Click here for eclipse viewing techniques and safety.](#)

Source: [NASA Overview](#) | [2024 Total Eclipse – NASA Solar System Exploration](#)

## C. TIPS FOR RESIDENTS

**Eclipse Begins Monday, April 8, 2024, at 12:17 PM**

**Anticipated Community Impact Days: Thursday, April 4, 2024 – Tuesday, April 9, 2024**

Traffic will be heavy, and lines for local services such as restaurants, gas stations, grocery, and retail stores may be longer than usual; do what you can before the anticipated impact days and allow for extra time to get where you need to go.

### **Things to consider doing in advance to make life a little easier during the heaviest congestion periods:**

- **Errands & Appointments:** Schedule your errands and appointments before Thursday, April 4. Check ahead if you have plans for Monday, April 8; some services may be closed or have limited hours. By scheduling your errands early, you will beat the crowds and give our local stores and businesses time to restock before the eclipse visitors arrive; this includes grocery shopping, doctor, dentist, veterinary appointments, prescriptions, etc.
- **Supplies:** Overall, supplies may be limited due to the high demand, which may mean the items you want are not available during the impact days. If there is something important you want, get it early.
- **Gas:** If you normally fill up your gas tank Friday – Monday, do that task early, before Thursday, April 4.
- **Cash:** If you regularly use cash or want some on hand, consider visiting your local bank or ATM before Thursday, April 4.
- **911:** Know when it is appropriate to call 911 (true emergencies) and have the non-emergency phone number for your local Dispatch Center programmed into your phone ahead of time.
- **Cellular Service:** With the increased number of visitors, local public safety officials anticipate cellular service may become overwhelmed (primarily on Monday, April 8) or have limited access during the impact days. Consider these ideas to assist with communications during this time:
  - Develop a communication plan with family and friends if you lose or have limited service.
  - If you only have a mobile phone at home, find out which of your neighbors have a landline number in case you need to call 911 for an emergency.
- **Public Water Systems:** Consider postponing watering your lawn or using “extra” water during the anticipated impact days to take a little pressure off the public water systems.
- **Individual/Family Emergency Plans:** Consider the eclipse event a drill to check your emergency kits and plans. If you do not have a kit or have not talked about your emergency plans, now is a great time to do so. The Llano County Office of Emergency Management website has information to help your planning efforts; make sure family members and friends know your plans.
- **Basic Emergency Kits:** Go Bag – Cash, Water, Food/Snacks, Flashlight, First Aid Kit, Blanket, Gloves, Safety Vest, Change of Clothes



## D. TIPS FOR VISITORS

**Eclipse Begins Monday, April 8, 2024, at 12:17 PM**

**Anticipated Community Impact Days: Thursday, April 4, 2024 – Tuesday, April 9, 2024**

The City of Manor's population is approximately 20,249 and it is frequented by an average of 56,000 daily commuters. Manor and surrounding areas are expected to see an increase of 4 million people during the impact period. Given the situation, it is best to arrive early, come prepared, and have reasonable expectations. Once the eclipse begins, you will forget about the crowds and any small inconveniences it took to experience this event.

The City of Manor is beautiful, but keep local hazards in mind and always know your surroundings.

### While Visiting During the Eclipse Impact Days:

- Do not think, "We'll just pick up what we need when we get there." Supplies, cash, fuel, and restaurant meals may be limited or have long lines due to high demand.
- Think about your personal safety and security:
  - Have a good communication plan with your family members. Cell service may be limited due to the increased volume. Have an out-of-area friend or family member you can check in with if you get separated. Pick a landmark where you can reunite if separated in a crowd.
  - Do not leave valuables in your vehicles. Think through your security plan and how to keep important items secure, i.e., cell phones, telescopes, binoculars, wallets, etc.
- Make sure your vehicle/RV has been serviced and you are all fueled up and ready to go (gas, propane, etc...).
- Help us keep our communities and public areas clean and safe; follow the rule "Pack it in, Pack it out!"

### WHAT TO BRING WITH YOU:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Eclipse Viewing Glasses</li> <li>• Water (plenty of it)</li> <li>• First Aid Kit</li> <li>• Necessary medications for you and your pets</li> <li>• Cash (ATMs may be limited during this time)</li> <li>• Sunscreen</li> <li>• Sunglasses</li> <li>• Hat/visor</li> <li>• Comfortable walking shoes</li> <li>• Folding chair</li> </ul> | <ul style="list-style-type: none"> <li>• Jacket or sweatshirt (for the evening hours)</li> <li>• Snacks/food for the hours/days you plan to be with us</li> <li>• Prepaid phone card – if you need to call long distance and cellular service is not available</li> <li>• Maps of the area if you need directions (print your directions and bring them with you); your cellular service may be limited during heaviest impact</li> </ul> |
|--|---|

## E. TIPS FOR BUSINESSES

**Eclipse Begins Monday, Monday, April 8, 2024, at 12:17 PM**

**Anticipated Community Impact Days: Thursday, April 4, 2024 – Tuesday, April 9, 2024**

The City of Manor expects up to a 25% increase in visitors over a normal summer holiday weekend. This could be a terrific business opportunity, but you must be prepared. Grocery stores, gas stations, hotels, restaurants, transportation services, coffee shops, retail stores, urgent care/walk-in clinics, and many other establishments will experience an increase in business.

### **What You Can Do to Prepare Your Business:**

Back-up Plans: Prepare for an increase in customers; have needed supplies on hand and early; consider extending hours of operation to meet customer needs; and have back-up plans if staff is delayed due to traffic.

### **Employee Preparedness:**

Encourage employees to have a full tank of gas, have their resources ready at home, have daycare needs met, etc., on Thursday, April 4th. Gas stations may be very busy or may be waiting on resupply. Ensure your staff can get to work, so remind them to plan and share the "Tips for Residents" in this guide.

### **Cash/Financial Transactions:**

- Be prepared for more cash transactions; consider having extra tills to accommodate more cash transactions. You may have larger than normal deposits over the weekend. Communicate with your banking institutions to see if they will be open Monday April 8th.
- How does your credit/debit card machine access the internet? If you use cell service/cell wireless service for your transactions, be prepared with a backup plan. We anticipate a high demand for cellular service during the impact period, especially Monday, the 8th. You may find you cannot make transactions; have a backup plan to meet your customer's needs.

### **Communications:**

Anticipate possible cellular service disruptions due to the increased demand. Visitors may have urgent requests to use your landline business phone if cell service is limited; decide how you want to handle these requests and make sure employees know what to do. If it is a 911 emergency and you have a landline...be ready to help!! Consider Texting 911, Travis County Dispatch does monitor the screen for texting the call center.

### **Regularly Scheduled Deliveries:**

Evaluate when you receive your regular deliveries; deliveries scheduled for Monday, April 8th, may be significantly delayed due to the overwhelming number of vehicles trying to enter and leave The City of Manor. Consider rescheduling for Tuesday or ordering extra the week before. Restaurants should consider a simplified menu for items easily available to sell to the public looking for a quick meal

### **Restrooms:**

Be aware many visitors will be camping in authorized and potentially unauthorized locations; expect customers who may be primarily interested in using business restrooms. Public restrooms will be in short supply, and port-a-potties in limited locations may be at capacity until service providers can empty them.

### **Weather and Your Business:**

If conditions are foggy, visitors with hotel reservations will most likely not change their plans, but the "day trippers" may move further along the path; there is no way to predict this but monitoring the weather the week to 10 days before 04/08/24 could be particularly useful for your business.

## F. SAFETY - 911, WHEN AND HOW TO CALL FOR EMERGENCY RESPONSE

Call 911 when life or property is in danger, or you could become endangered if the situation continues.

### KNOW WHEN TO DIAL

# 911



EMERGENCY CALL 911 (DISPATCH)	NON-EMERGENCY CALL NON-EMERGENCY #	OTHER AGENCY RESOURCES
Any immediate danger to life, limb or property	Non-Emergency Events	No Crimes or Emergency Involved
<ul style="list-style-type: none"> <li>• House or building fires</li> <li>• Medical emergencies, . i.e., chest pains, trauma injuries</li> <li>• Someone is threatening or attacking you</li> <li>• Crime in progress</li> <li>• Aggressive dog attack</li> <li>• Vehicle accidents</li> <li>• Impaired/unsafe driver</li> </ul>	<ul style="list-style-type: none"> <li>• Concerns or to report</li> <li>• Unpermitted neighborhood burning – yard debris, etc.</li> <li>• Lost or loose animals in your neighborhood</li> <li>• Noise disturbances</li> <li>• Vehicle break ins</li> </ul>	<ul style="list-style-type: none"> <li>• Non-emergency ambulance transfers</li> <li>• Copies of police/fire reports</li> <li>• Power outages</li> <li>• Driving directions or road</li> <li>• Check for Road Closures (DriveTexas.org)</li> </ul>



## F. SAFETY - 911, WHEN AND HOW TO CALL FOR EMERGENCY RESPONSE (Continued)

### When calling... from landline or cell phone:

- Speak clearly, be calm – when a caller is upset, it is hard to understand what they are saying or to get vital information quickly
- State which emergency service is needed and why (e.g. Fire, Police, Ambulance)  
State your exact physical address (where you are at the time of the emergency)
- Mobile (cell) Phone Calls: If you do not know the exact address look for landmarks, i.e., mile markers, addresses on mailboxes, street signs, highway signs, nearby parks, businesses, etc.
- Stay on the line until your Call Taker tells you to disconnect
- If calling from mobile (cell) phone and you are driving, pull to the side of the road and stop before calling

### If you can't speak or hear when calling 911

- After dialing, leave the phone off the hook and make noise to let the Call Taker (Dispatcher) know you have an emergency
- Calling from a landline (hard wired phone): Your address will appear on the call taker's screen  
Calling from a mobile (cell) phone: The Call Taker may get latitude/longitude close to your location
- Text-to- 911: Give clear identifiers to where you are located and what your emergency is

### Public Safety Tips...

- Make sure your address is:
  - Visible on the outside of your house or at roadway, especially at night
  - Posted in your home for guests or babysitters to use if they are calling from a mobile phone
- Teach children when to call 911, when not to and their home address; be sure a phone is within reach and they know where to find it
- Keep mobile phones secure so they don't accidentally call 911; but if that happens do not hang up, stay on the line and explain the situation to the Call Taker

### Other Information:

Disclaimer: This list is not all inclusive and should be seen as only a representation of call types/circumstances.

Non-Emergency Dispatch Center Phone Number (Travis County) / City Office Numbers

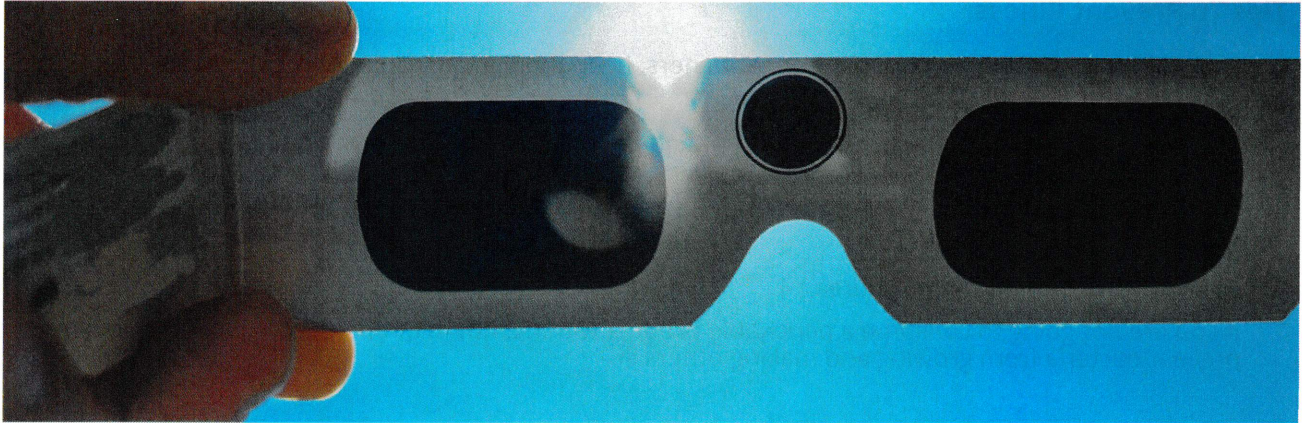
- Travis County SO (Sheriff's Office) Dispatch (512)974-0845 option 3
- Manor Police Department – (512)272-8177
- City of Manor (512)272-5555

**State Highway Information current road conditions - TxDOT: [www.drivetexas.org](http://www.drivetexas.org)**

**AN EMERGENCY IS ANY SITUATION THAT REQUIRES IMMEDIATE ASSISTANCE FROM POLICE, FIRE, OR AMBULANCE.**

## G. SAFETY – EYE PROTECTION (ECLIPSE VIEWING)

Looking directly at the Sun is unsafe except during the brief total phase of a solar eclipse (“totality”) when the Moon entirely blocks the Sun’s bright face, which will happen only within the narrow path of totality.



### What You Can Do:

The only safe way to look directly at the un-eclipsed or partially eclipsed Sun is through special-purpose solar filters, such as “eclipse glasses” or hand-held solar viewers. Homemade filters or ordinary sunglasses, even very dark ones, are unsafe for looking at the Sun. To date, two manufacturers have certified that their eclipse glasses and handheld solar viewers meet the ISO 12312-2 international standard for such products.

- American Paper Optics
- Thousand Oaks Optical

Pinhole projection is an alternative method for safely viewing the partially eclipsed Sun. For example, cross one hand’s outstretched, slightly open fingers over the other’s outstretched, slightly open fingers. With your back to the Sun, look at your hands’ shadow on the ground. The little spaces between your fingers will project a grid of small images on the ground, showing the Sun as a crescent during the eclipse’s partial phases. (More details: [NASA/Safety, Overview | 2024 Total Eclipse – NASA Solar System Exploration](#) )

### DO NOT:

- Look at the un-eclipsed or partially eclipsed Sun through an unfiltered camera, telescope, binoculars, or other optical device.
- Look at the Sun through a camera, a telescope, binoculars, or any other optical device while using your eclipse glasses or hand-held solar viewer — the concentrated solar rays will damage the filter and enter your eye(s), causing serious injury.
- If you are within the path of totality, remove your solar filter only when the Moon completely covers the Sun’s bright face and suddenly gets quite dark. Experience totality, then, as soon as the bright Sun begins to reappear, replace your solar viewer to glance at the remaining partial phases.



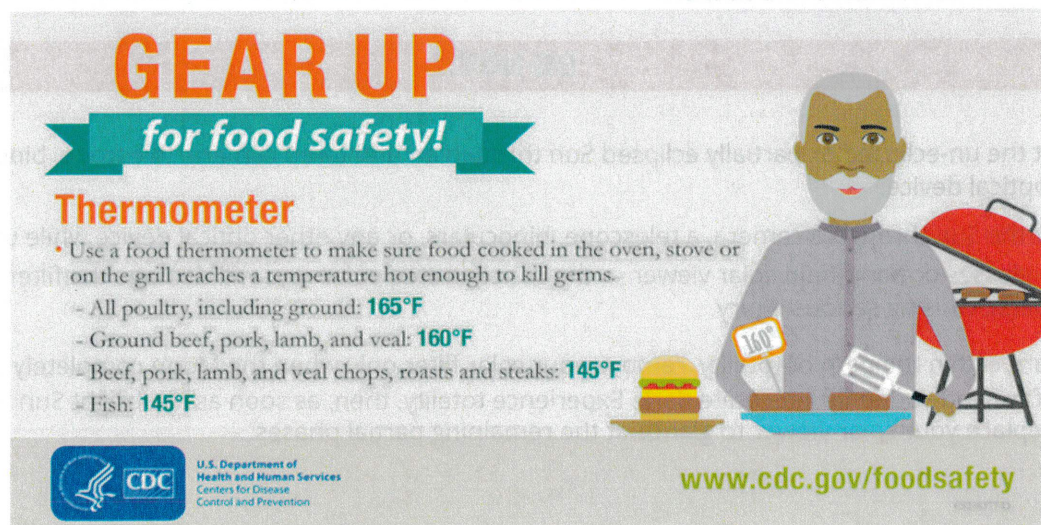
## H. SAFETY - FOOD

According to the Centers for Disease Control (CDC), 15 pathogens account for over 95 percent of the illnesses and deaths from food-borne illnesses acquired in the United States.

### Tips To Prevent Illness:

- Pack foods in tight, waterproof bags or containers. Keep them in an insulated cooler.
- Separate raw foods from cooked foods.
- Always wash your hands before and after handling food, and don't use the same platter and utensils for raw and cooked meat and poultry.
- Have thermometers in your refrigerator and freezer. Freezers need to be at or below 0 °F, and the refrigerator is at or below 40 °F.
- Cook foods to proper temperatures.
- If you are not going to consume a perishable product within 2 hours of opening, put it in the cooler to prevent bacteria from growing and making others ill

Source: [Centers for Disease and Prevention Food Safety](https://www.cdc.gov/foodsafety/)





## I. SAFETY – HEAT, EXTREME

Heat is the number one weather-related killer in the United States, resulting in hundreds of fatalities each year and claiming more lives each year than floods, lightning, tornadoes, and hurricanes combined. The most vulnerable individuals are those who work or exercise outdoors, adults over 65, infants and children under 4, the homeless or poor, and people with chronic medical conditions.

### Reducing Heat-Related Illnesses During Extreme Heat:

- Stay cool, stay hydrated, and stay informed. •

Extremely high temperatures can affect your health, and heat-related illness is preventable.

- Those most at risk for heat-related illness include adults over 65, people who work outdoors, children under 4, and those with chronic illness.
- Drink plenty of fluids regardless of your level of activity, even if you are not thirsty. Drink between 2-4 cups per hour while working outside. Avoid sugary, caffeinated, and alcoholic drinks.
- Limit sun exposure from 11 a.m.-5 p.m., and try to schedule outdoor activities in the early morning or later evening.
- Dress yourself and your children in loose, light-weight, light-colored clothing that covers the skin. Wear sunglasses and a wide-brimmed hat.
- Apply sunscreen with SPF 15 or more 10 minutes before going out; re-apply every two hours.
- Never leave infants, children, or pets in a parked car.
- Check at least once a day on neighbors, family, and friends over 65 or living with chronic illness.
- Learn the symptoms of heat-related illness, and call 911 when there are signs of heat stroke

Source: [Center for Disease Control](http://www.cdc.gov/disasters/extremeheat)

# BEAT THE HEAT: Extreme Heat

Heat-related deaths are preventable

### WHAT:

Extreme heat or heat waves occur when the temperature reaches extremely high levels or when the combination of heat and humidity causes the air to become oppressive.

### WHO:

Children, Older adults, More males than females are affected, Outside workers, People with disabilities

### WHERE:

Houses with little to no AC, Construction worksites, Cars

### HOW to AVOID:

Stay hydrated with water, avoid sugary beverages, Stay cool in an air conditioned area, Wear lightweight, light-colored, loose-fitting clothes

### HEAT ALERTS: Know the difference.

HEAT OUTLOOK	HEAT WATCHES	HEAT WARNING/ADVISORY
Minor		Major
Excessive heat event in 3 to 7 days	Excessive heat event in 12 to 48 hours	Excessive heat event in next 36 hours

### DID YOU KNOW?

Those living in **urban areas** may be at a greater risk from the effects of a prolonged heat wave than those living in rural areas.

**Sunburn** can significantly slow the skin's ability to release excess heat.

Most **heat-related illnesses** occur because of overexposure to heat or over-exercising.

During 1999-2009, an average of **658** people died each year from heat in the United States.

**\$30 BILLION** estimated total cost of the 2012 US drought and heatwave.

For more information on ways to beat the heat please visit: <http://www.cdc.gov/disasters/extremeheat>

280609-8

CDC Centers for Disease Control and Prevention Office of Public Health Preparedness and Response



## J. SAFETY – TRANSPORTATION, TRAVEL, AND PARKING

The total eclipse event will take place during the height of the county's bluebonnet season. While the number of eclipse visitors is hard to approximate, residents and visitors should expect increased activity on roadways, neighborhoods, public facilities, restaurant parks, lakes, and rivers. Hotels, vacation rental dwellings, campgrounds, and group facilities will all be at peak capacity.

The Texas Department of Transportation (TxDOT) is planning ahead to keep Texas moving, and we encourage you to do the same. An estimated 1 million visitors are coming to Texas to view this event. That many people will have an enormous impact on highways, gasoline supplies, and other basic needs. What you do to plan ahead will make or break your eclipse-viewing experience.



### What You Can Do:

- Expect delays. Traffic backups are inevitable. Preparation ensures a good time for visitors and residents alike.
- Expect traffic changes. Normal travel paths may be disrupted. Communities may close streets to go through traffic or ban left or right turns to keep traffic moving, especially around venues with many visitors.
- Be prepared. If traveling, plan for your basic needs, such as food, water, gas for the car, and bathroom breaks in case you are stuck in traffic. If friends or family are coming to visit, warn them to arrive early, stay put during the eclipse, and leave late afterward, in case everyone else jumps on the highways all at once. Remember, all travelers have a shared responsibility to stay safe.
- Do what you can to help. Can you work from home or flex your schedule when your local roads are full? Avoid roads being used to get people in or out of a local event. Ride your bicycle when possible to avoid congestion!
- Look out for each other. This is a rare opportunity, but it brings potential hazards. We all must do our part to be prepared. You may see travelers unfamiliar with the area. Be friendly, helpful, and patient! Be mindful of Texas's "move over" law. Texas drivers are required to move to the next lane if approaching an emergency vehicle from the rear. If there is no other lane to go to or it is unsafe to change lanes, motorists must slow down to 5 miles per hour below the speed limit.
- Motor Vehicle Accidents: If you have a fender bender, don't call 911 unless there are injuries, dangers, or leaking fluid. Then, move your vehicles safely to the side of the road and exchange insurance information.




[www.drivetexas.org](http://www.drivetexas.org)



## K. INFO – GARBAGE, SOLID WASTE, AND SANITATION

The community comes together to enjoy events, but in the process, a tremendous amount of waste is generated, much of it recyclable. Planning is the most effective tool in reducing waste at special events.


- **Leave No Trace:** When traveling around Texas, it is important to practice “Leave No Trace” ethics, which includes leaving sites as you found them, disposing of waste responsibly, respecting wildlife, and being considerate of other visitors.
- **Avoid Excessive Waste:** Consider packing large water containers and refilling them with tap water.
- **Be Prepared:** Due to the increased number of visitors and anticipated traffic congestion; it is a good idea to keep public restroom locations in mind, identify where port-a-potties are stationed, how long it will take you to reach them, and/or bring an emergency sanitation kit with you.



# THE LEAVE NO TRACE SEVEN PRINCIPLES


1 PLAN AHEAD AND PREPARE

Know the regulations and special concerns for the area you'll visit. Prepare for extreme weather, hazards, and emergencies. Schedule your trip to avoid times of high use. Visit in small groups when possible. Consider splitting larger groups into smaller groups. Repackage food to minimize waste. Use a map and compass to eliminate the use of marking paint, rock cairns or flagging.




2 TRAVEL AND CAMP ON DURABLE SURFACES

Durable surfaces include established trails and campsites, rock, gravel, dry grasses or snow. Protect riparian areas by camping at least 200 feet from lakes and streams. Good campsites are found, not made. Altering a site is not necessary. In popular areas: Concentrate use on existing trails and campsites. Walk single file in the middle of the trail, even when wet or muddy. Keep campsites small. Focus activity in areas where vegetation is absent. In pristine areas: Disperse use to prevent the creation of campsites and trails. Avoid places where impacts are just beginning.




3 DISPOSE OF WASTE PROPERLY

Pack it in, pack it out. Inspect your campsite and rest areas for trash or spilled foods. Pack out all trash, leftover food and litter. Deposit solid human waste in catholes dug 6 to 8 inches deep, at least 200 feet from water, camp and trails. Cover and disguise the cathole when finished. Pack out toilet paper and hygiene products. To wash yourself or your dishes, carry water 200 feet away from streams or lakes and use small amounts of biodegradable soap. Scatter strained dishwater.




4 LEAVE WHAT YOU FIND

Preserve the past: examine, but do not touch cultural or historic structures and artifacts. Leave rocks, plants and other natural objects as you find them. Avoid introducing or transporting non-native species. Do not build structures, furniture, or dig trenches.




5 MINIMIZE CAMPFIRE IMPACTS

Campfires can cause lasting impacts to the backcountry. Use a lightweight stove for cooking and enjoy a candle lantern for light. Where fires are permitted, use established fire rings, fire pans, or mound fires. Keep fires small. Only use sticks from the ground that can be broken by hand. Burn all wood and coals to ash, put out campfires completely, then scatter cool ashes.




6 RESPECT WILDLIFE

Observe wildlife from a distance. Do not follow or approach them. Never feed animals. Feeding wildlife damages their health, alters natural behaviors, and exposes them to predators and other dangers. Protect wildlife and your food by storing rations and trash securely. Control pets at all times, or leave them at home. Avoid wildlife during sensitive times: mating, nesting, raising young, or winter.



7 BE CONSIDERATE OF OTHER VISITORS

Respect other visitors and protect the quality of their experience. Be courteous. Yield to other users on the trail. Step to the downhill side of the trail when encountering pack stock. Take breaks and camp away from trails and other visitors. Let nature's sounds prevail. Avoid loud voices and noises.



Infographic by Earth River SUP, a proud partner of the Leave No Trace Center For Outdoor Ethics  
Leave No Trace Seven Principles © 1999 by the Leave No Trace Center For Outdoor Ethics: [www.LNT.org](http://www.LNT.org)



## N. INFO – MEDICAL SERVICES AND FIRST AID



### First Aid:

Knowing how to treat minor injuries can make a difference in an emergency or helping yourself, family, or friends. You may consider taking a first aid class, but the following things can help you stop bleeding, prevent infection, and assist in decontaminating. A basic first aid kit that includes some of the following items will better prepare you to help yourself or others if they are hurt.

- At least two pairs of patient care gloves (latex or sterile gloves)
- Sterile dressings to stop bleeding
- Cleansing agent/soap
- Antibiotic towelettes
- Antibiotic ointment
- Burn ointment
- Adhesive bandages in a variety of sizes
- Thermometer
- Scissors
- Tweezers
- Eye wash solution to flush the eyes or as a general decontaminate
- Tube of petroleum jelly or other lubricant
- You take prescription medications daily, such as insulin, heart medicine, and asthma inhalers.
- Prescribed medical supplies such as glucose and blood pressure monitoring equipment and supplies
- Non-prescription drugs - aspirin or non-aspirin pain reliever, anti-diarrhea medication, antacid, and/or laxatives

Source: [www.ready.gov](http://www.ready.gov)

### Medical Services in The City of Manor and Travis County:

#### Hospitals:

##### **Baylor Scott & White Hospital** (Pflugerville)

2600 E Pflugerville Pkwy, Pflugerville, TX .....(512)509-9100

##### **Ascension Seton Medical Center Austin**

1201 W 38th St, Austin, TX .....(512)324-1000

##### **St. David's Medical Center**

919 E 23rd St, Austin, TX .....(512)544-7111

#### URGENT CARE/WALK-IN CARE CLINICS:

##### **CareNow Urgent Care - Manor**

14008 Shadowglen Blvd, Manor, TX ....(512)514-1020

##### **Texas MedClinic Urgent Care**

1501 FM 685, Pflugerville, TX.....(737)279-7984

#### PRIMARY CARE CLINICS (CALL FOR APPOINTMENTS):

##### **Baylor Scott & White Health**

12436 Gregg Manor Rd, Manor, TX.....(512)654-4400

##### **Austin Regional Clinic**

11300 E HWY 290 Ste 230, Manor, TX...(512)582-6075

## O. INFO - RULES AND ETIQUETTE

With so many people gathering to witness this event, here are some tips to make sure the eclipse event is fun and safe for everyone.

### **Trespassing:**

- Do not trespass on private land.
- Do not trespass on public lands that are closed to the event. Sensitive habitat areas and other public locations that visitors could damage will be closed.

### **Alcohol, Tobacco, and Marijuana Use:**

- Do not drive under the influence of alcohol or marijuana. Recreational Marijuana use is not legal in Texas. Citizens and visitors are encouraged to research local ordinances pertaining to open alcohol container laws where they are visiting.

### **Parking and Transportation:**

- Parking will be limited; public transportation does not exist, so be ready for long walks to where you are headed.
- When parking, do so legally. Do not block driveways or roadways. Doing so could hamper public safety from reaching those who need help.

### **Other:**

- Do not litter. This includes leaving trash or debris on either public or private property as well as throwing any garbage from a vehicle. Offensive littering is a Class C misdemeanor.
- Do not leave an animal locked in a car. In most cases, dogs will need to be restrained with a leash. Report any animal bite immediately!
- Do not ask to look through someone's telescope. If you want to look through a specially-equipped telescope, consider arranging this in advance; those who have set up their telescopes will be very focused and may not wish to share their telescopes with others.
- Avoid external lighting, flashlights, camera flashes, sparklers, or other fireworks; any light that would detract from the eclipse event.

## RESOURCES

### AREA COUNTY WEBSITES:

Travis County .....	<a href="http://www.tcsheriff.org">www.tcsheriff.org</a>
Bastrop County .....	<a href="http://www.co.bastrop.tx.us">www.co.bastrop.tx.us</a>
Williamson County .....	<a href="http://www.wilcotx.org">www.wilcotx.org</a>
Burnet County.....	<a href="http://www.burnetcountytexas.org">www.burnetcountytexas.org</a>
Blanco County .....	<a href="http://www.co.blanco.tx.us">www.co.blanco.tx.us</a>
Hays County .....	<a href="http://www.hayscountytexas.com">www.hayscountytexas.com</a>
Caldwell County .....	<a href="http://www.co.caldwell.tx.us">www.co.caldwell.tx.us</a>

### PHARMACIES:

Manor Pharamcy.....	(512)642-8000
Walmart Pharamcy.....	(512)651-9128

### HOTELS:

#### Holiday Inn Express & Suites (Manor)

11918 Ring Drive, Manor, TX.....(512)614-6201

#### Red Roof Inn & Suites Austin East (Manor)

11301 US-290, Manor, TX.....(512)272-9373

#### Relax Inn of Manor

160 E Parsons, Manor, TX .....(512)291-7083

#### Courtyard by Marriott Austin-Pflugerville

16100 Impact Way, Pflugerville, TX .....(512)220-2525

#### Best Western Plus Pflugerville Inn & Suites

16101 Impact Way, Pflugerville, TX .....(512)600-3300

#### Candlewood Suites Austin North 290 & I-35

8000 Cross Park Drive, Austin, TX .....(512)436-8099

### MOBILE PHONE QUICK DIAL ##'S/MOBILE APPS

#### 911 – Emergency Help

NWS Mobile – [mobile.weather.gov](http://mobile.weather.gov)

TxDot – [www.drivetexas.org](http://www.drivetexas.org)

#### Eclipse Data:

- <https://www.greatamericaneclipse.com/>
- <https://www.timeanddate.com/eclipse/map/2024-april-8>





Advocacy. Tailored Insurance Solutions. Peace of Mind

Item 1.

March 3, 2024



# City of Manor

## 2024 Informal Plan Review

Brett Bowers, MBA – Public Sector Employee Benefits Specialist

# HUB International

HUB International is pleased to provide analysis and recommendations for the City of Manor's health and welfare benefits plans. The primary purpose of this undertaking is to review current coverages compared to public sector benchmarks with a focus on lowering the City's cost/risk, reducing employees' costs, and promoting consumerism and engagement by offering diversity in the coverages offered.

Our approach to employee benefits is different than the insurance purchasing pattern used by most brokers as HUB does not merely operate year to year but rather develops a 2–3-year strategy.

Our knowledge and understanding will help the City of Manor to maximize quality and manage costs effectively and will help drive value as we assist to create the best protection for your city, help to provide the best employee experience when it comes to your benefit plans and support growth into the future.

We serve over 500 public-sector clients across the state, including municipalities, school districts, counties, water authorities, health districts and state government agencies. Our client retention rate is 98%. Regarding employee benefit plans, there are a unique set of rules and culture that apply to public entities. With that in mind, it's important to partner with a consulting team who has significant experience working with public sector employers and employees, and there are few, if any, consultants nationally who can match the experience of HUB International.



# Public Sector Experience

Small Clients < 50			
Client Name	# of Employees	Client Name	# of Employees
City of Heath	47	City of Eldorado	19
City of Van Alstyne	45	Town of Northlake	18
City of White Oak	44	City of Blue Mound	15
City of Haslet	25	City of Big Sandy	11
City of Parker	25	Town of Zwolle	10
City of Glen Rose	25	Town of Ponder	8
City of Sansom Park	21	City of Alvord	7
Village of Columbus	20	Town of Providence Village	6
City of Pelican Bay	20	City of Valley View	5
Denton County Fresh Water Supply District #10	20	Town of Bartonville	4



Medium Clients 50-500			
Client Name	# of Employees	Client Name	# of Employees
Greg County	500	City of Celina	154
City of Laporte	480	City of Sanger	144
City of The Colony	380	City of Belton	141
City of Missouri City	370	City of Saginaw	140
City of Hurst	370	City of West University Place	139
City of Wylie	350	City of Bastrop	135
City of Euless	349	City of Nederland	134
City of Pflugerville	330	Universal City	126
City of Cleburne	325	Upper Trinity Regional Water District	125
City of Burleson	310	City of Lake Worth	123
City of Bedford	300	City of Red Oak	120
City of Lancaster	275	City of Angleton	120
City of Duncanville	260	Northeast Texas Public Health District	103
City of Denison	255	City of Seabrook	102
City of Kyle	255	City of Dickinson	102
Brazos River Authority	219	City of Live Oak	101
City of Harker Heights	200	City of Lago Vista	92
City of Mineral Wells	180	City of Belmead	89
City of Plainview	180	City of Hewitt	84
City of Colleyville	180	Lavaca-Navidad River Authority	78
City of Hutto	178	Town of Trophy Club	70
City of Fomey	175	City of Santa Fe	68
City of Corinth	161	City of Fair Oaks Ranch	65
City of Richmond	160	Capital Area Council of Governments	61
City of Stephenville	160	City of Socorro Texas	58
City of Burnet	157	Texoma Council of Governments	51



Large Clients > 500			
Client Name	# of Employees	Client Name	# of Employees
CyFair ISD	12,000	Cameron County	1,000
El Paso ISD	7,500	City of Coral Springs	936
Ysleta ISD	6,200	City of Longview	913
Abilene ISD	3,000	City of Carrollton	800
City of Corpus Christi	2,800	City of Georgetown	775
City of Amarillo	2,300	City of Lewisville	759
City of Gainesville	2,200	City of Galveston	750
City of Garland	2,100	City of Allen	700
Brazoria County	1,400	City of Pearland	680
Webb County	1,300	City of Conroe	632
City of Wichita Falls	1,241	City of Texarkana	570
City of Richardson	1,039	City of League City	538



# Medical Plan

MEDICAL BENEFITS		Texas Health PPO Copoly 750-4k ER
Deductible		
In-Network		\$750 Ind./ \$1,500 Fam.
Non-Network		\$1,500 Ind. /\$3,000 Fam.
Out Of Pocket Max		Includes Ded. / Copays / Coinsurance
In-Network		\$4,000 Ind./ \$8,000 Fam.
Non-Network		Unlimited
Coinsurance		
In-Network		20%
Telemedicine		\$0
Physician Office Visit		
In-Network		\$35
Specialist Office Visit		
In-Network		\$60
Outpatient Lab, X-ray		
In-Network		included in OV
Major Imaging		
In-Network		Ded./ 20%
RehabTherapy PT / OT / ST		
In-Network		\$60
Non-Network		Ded./ 50%
Emergency Room		
In-Network		\$500/ 20%
Urgent Care		
In-Network		\$75
Prescriptions		
Network Retail Pharmacy		\$10/\$20/\$70/\$120/\$150/\$250
Network Mail Order		3
Preventive Generic		\$0 Copay
Mac A/ ST /QL / PA		Included

❑ Network: BCBS of Texas

# City of Manor Medical Plans compared to Benchmark

	Public Sector Traditional (PPO / EPO)	Public Sector HDHP (HSA or HRA)	City of Manor	
Number of Enrolled Employees	24,201		109	
Carrier			Texas Health	
Average Plans Offered #	2.4		1	
Plan Type	Traditional	HDHP	Traditional	HDHP
Subscriber Enrollment	17,514	6,687	109	0
% of Total Enrollment	72%	28%	100%	0%
HSA or HRA Contribution		\$941 EE \$1,409 Fam		
Individual Deductible	\$1,700	\$3,300	\$750	
Family Deductible	\$3,900	\$6,500	\$1,500	
Individual Out of Pocket	\$4,400	\$5,200	\$4,000	
Family Out of Pocket	\$9,400	\$9,800	\$8,000	
Coinurance	20%	20%	20%	
Office Visits/Dr. Services	\$25 PCP copay	20% after deductible	\$35 PCP Copay	
Specialist Visits/Dr. Services	\$50 specialist copay	20% after deductible	\$60 Copay	
Urgent Care	\$65 Copay	20% after deductible	\$75	
Onsite / Nearsite Clinic	15% of groups have On-Site / Nearsite Health Clinics		N/A	
Emergency Room	\$350 Copay	20% after deductible	\$500 + 20%	
Inpatient Surgery	20% after deductible	20% after deductible	20% after deductible	
Outpatient Surgery	20% after deductible	20% after deductible	20% after deductible	
Advanced Imaging (MRI / CT / CAT)	20% after deductible	20% after deductible	20% after deductible	
Pharmacy - Retail Only	Traditional	HDHP	Traditional	HDHP
Tier 1 - Generic	\$10	\$10	\$10	
Tier 2 - Preferred Brand	\$35	\$30	\$20	
Tier 3 - Non Preferred Brand	\$75	\$80	\$70	
Specialty Medication	\$150	\$150	\$250	

95% of mid-sized cities offer a HDHP

The average participation in the HDHP plan is 28%

- ❑ Compared to the Public Benchmark, the City's deductible and OOP Max is better.
- ❑ Recommend the City offer another Medical Plan. A "Buy-down" HDHP plan with a Health Savings Account.
  - Employees electing to "buy-down" into the HDHP would receive money into their H.S.A. to help offset out of pocket costs. *\*An HDHP is typically attractive to healthier people who don't expect to need health care except in the event of an unforeseen health emergency.*

## City of Manor rates/contributions compared to Benchmark

	Public Sector Traditional (PPO / EPO)	Public Sector HDHP (HSA or HRA)	City of Manor	
Employee Contributions				
Plan	Traditional	HDHP	Traditional	HDHP
Employee	\$44	\$9	\$0	
EE + Spouse	\$420	\$295	\$796	
EE + Child	\$313	\$220	\$587	
EE + Family	\$671	\$481	\$1,507	
Per Capita Cost	*Average of Public Sector		City of Manor	
Total Per Capita Cost	\$13,692		\$10,068	
Employer Per Capita Cost	\$11,605		\$9,275	
Employee Per Capita Cost	\$2,086		\$794	

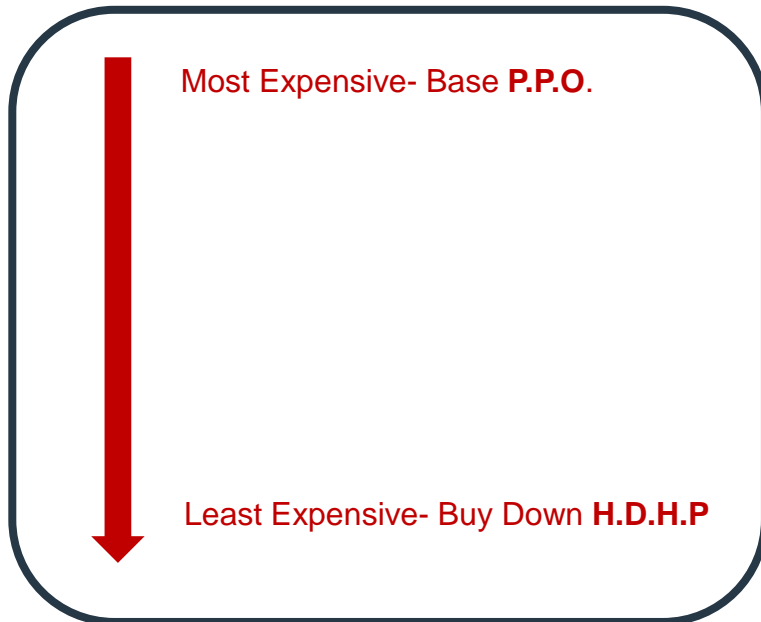
- ❑ The City of Manor's cost for employees to enroll their dependents is much higher than the Public Sector Benchmark.
- ❑ On average, Texas cities cover 54% of the dependent costs whereas the City of Manor pays 0%.
- ❑ Offering a "buy-down" HDHP plan will help employees reduce the costs of enrolling their dependents. A direct correlation exists between the overall cost of the plans and the cost of enrolling dependents.
- ❑ Typically, the contribution strategy will be set up to incentivize employees into the lowest cost plan which is designed to transform the way health care is delivered and purchased. The goal is to make employees engaged consumers of their health care.
- ❑ Many municipalities offer rate differentials to employees who get their annual physical or are tobacco-free.

## Medical Premium – Texas Health

MEDICAL BENEFITS	PPO	Texas Health PPO
FINANCIALS	EE's	CURRENT
Employee Only	99	\$772.92
Employee & Spouse	2	\$1,569.04
Employee & Child(ren)	7	\$1,360.34
Employee & Family	1	\$2,280.06
	109	
Monthly Premium		\$91,459.60
Annual Months		\$1,097,515.20

- ❑ Should the City move forward to issue an RFP for 6/1/24 benefits, HUB recommends the City establish a benefit trust to eliminate the premium tax / reduce rates by 1.75% (in the event another medical carrier is selected).
  - Approximately \$19,000 annual savings

## Medical Plans



Depending on an employee's financial situation and healthcare needs, they will enroll in the plan that best meets their needs with consideration to **the monthly premiums, the plan's provider network and expected out-of-pocket costs.** These will all factor into determining which plan will best fit an individual's needs and budget.



# Dental Plan

DENTAL BENEFITS		Texas Health Dental III CURRENT
<u>Annual Deductible</u>		\$50 individual / \$150 family
<u>Type A – Preventive Care</u>		No Waiting Period
Deductible		None
(2) Oral Exams per calendar year		No Cost
(2) Fluoride treatments-children under 18 per calendar year		No Cost
(2) Cleanings per calendar year		No Cost
Sealants for children under 13 not to exceed \$300 per calendar year		No Cost
Full mouth X-ray 1 series in a (60) consecutive month period		No Cost
Periapical and Intraoral X-rays		No Cost
Bitewings X-rays once per calendar year		No Cost
<u>Type B – Basic Restorative</u>		No Waiting Period
Coinurance		20%
Emergency Exams		20%
Non-preventive X-rays		20%
Amalgam and resin-based composite fillings		20%
Extractions		20%
Anesthesia		20%
Periodontics		20%
Oral Surgery		20%
<u>Type C – Major Restorative</u>		No Waiting Period
Coinurance		50%
Stainless Steel Crowns		50%
Replacement of Crowns		50%
Dental Implants		50%
Removable / fixed bridge-work		50%
Partial or complete dentures		50%
<u>Orthodontic Lifetime Maxium</u>		<b>\$3,000</b> Child (up to 19)
<u>Dental Annual Maximum</u>		<b>\$2,000</b>
<u>Usual Reasonable &amp; Customary</u>		90th Percentile

☐ Recommend adding a 2<sup>nd</sup> dental plan: a DHMO or a Low Plan that does not cover Orthodontia

# Vision Plan

VISION BENEFITS		Avesis
Eye Exam	Network	\$10
	Non-Network	\$45 Allowance
Frames/ Lenses, and/or Contacts		CURRENT
Single Vision	Network	\$25
	Non-Network	\$30 Allowance
Bifocal Lenses	Network	\$25
	Non-Network	\$50 Allowance
Trifocal Lenses	Network	\$25
	Non-Network	\$65 Allowance
Frames	Network	\$130 Max + 20%
	Non-Network	\$70 Allowance
Medically Necessary Contacts- 1 year supply	Network	\$0 per set
	Non-Network	\$130 Allowance
Elective Contacts-1 year supply	Network	\$130 Max
	Non-Network	\$105 Allowance
Exam Frequency		12 Months
Lens Frequency		12 Months
Frames Frequency		12 Months
Network		VSP: MyRenProviders.com
Participation Requirements		100%

RATES	EE's	
Employee Only		\$6.51
Employee + 1		\$12.63
Employee & Family		\$18.90
FINANCIALS		

❑ HUB did not have the SBC for the vision plan and needs to get this from the City.

❑ Network is VSP

❑ Recommendation is move from a 3-tier rate to a 4-tier rate. Doing so will lower the cost for employees choosing to enroll their children. A bonus is standardized deductions.

# Basic Life & AD&D

BASIC LIFE BENEFITS		The Standard / Texas Health
		CURRENT
Class Description	All Active Full time Employees	
Definition of Earnings	Base Annual Earnings	
Basic Life Schedule	\$10,000	
Guarantee Issue Amount	\$10,000	
Age Reduction Schedule	70-74, 60%	
	75-79, 40%	
	80+, 30%	
	Rounded to hnext higher \$1,000	
Terminates at Retirement	Yes	
Waiver of Premium	Disabled prior to age 60, 9 month waiting period, to age 65	
Accelerated Death Benefit	75%	
Conversion	Included	
Portability	Included	

- ❑ The Basic Life benefits are below public sector benchmarks.
- ❑ Recommend increasing the basic life amount to \$25,000.
- ❑ Recommend removing age reduction schedule on Basic Life Benefit. Typically, carriers can do this with minimum rate impact.

# Voluntary Life & AD&D

VOLUNTARY LIFE & AD&D		The Standard / Texas Health
CURRENT		
Class Description	All Active Full time Employees	
Definition of Earnings	Base Annual Earnings	
Employee Life Schedule	Increments of \$10,000	
Employee Maximum Benefit	\$300,000 or 3 times Base Annual Earnings	
Employee Guarantee Issue Amount	\$150,000 or 3 times Base Annual Earnings	
Spouse Maximum Benefit	\$150,000 in increments of \$5,000. Not to exceed 50% of employee	
Spouse Guarantee Issue Amount	\$25,000	
Child Maximum Benefit	\$10,000	
Age Reduction Schedule	70-74, 60% 75-79, 40% 80+, 30%	
Rounded to the next higher multiple of \$1,000	Rounded to next higher \$1,000	
Waiver of Premium	Included	
Accelerated Death Benefit	75%	
Conversion	Included	
Portability	Included	

- ❑ HUB did not have the details of the voluntary life benefits for the employees and needs to get this from the City.

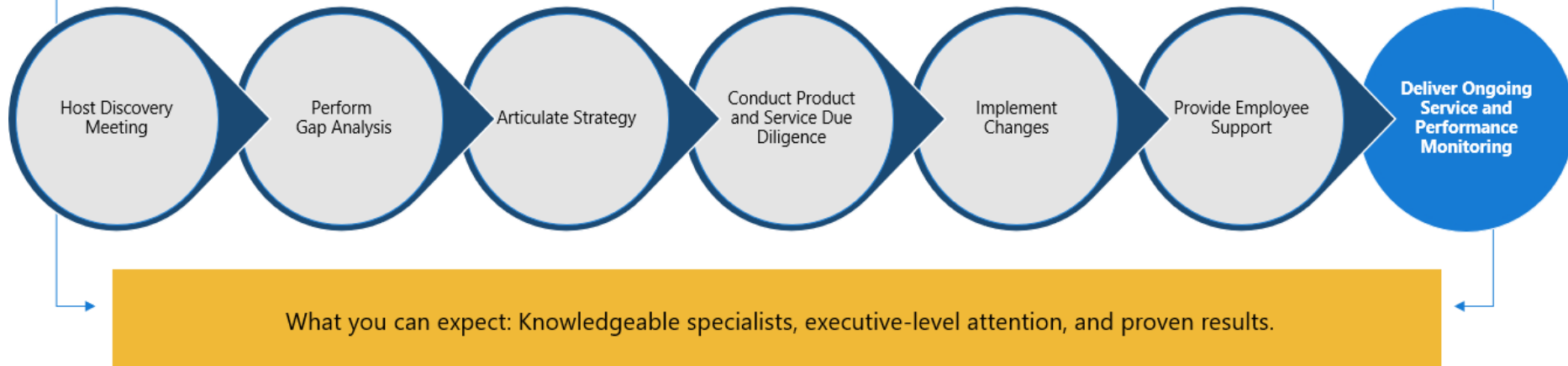
Dep. Per Unit	\$2,760
Employer Contribution	0%
Spouse	\$10,000
Children	\$2,000

- ❑ Recommendation to discontinue the Dependent Life benefit. This is an outdated benefit and the \$10k / \$2k amounts are inadequate.
- ❑ Recommend offering Voluntary Life coverage for dependents. The voluntary life benefit is ideal for employees; however, additional coverage options should be available for Spouse and Children.

# A process-driven, consultative service model



To begin, we formulate a customized multi-year plan to address your specific benefits and financial budgetary requirements. Next, we leverage our integrated platform of best-in-breed products and services, including decision support resources, HR administration and compliance tools, and employee communications. We then repeat the planning process annually to help ensure success.





Benefits Broker	Benefits Consultant
Reach out to you ahead of your plan renewal with the new rates of your carriers and will likely come into the office to provide a one-hour presentation to staff covering the highlights of the plan and allowing for a question-and-answer session.	Meet quarterly to discuss emerging market trends, review utilization, strategize on ways to improve the employee's appreciation, understanding and engagement in the benefit plan.  Negotiate new rates with your existing carriers and will proactively shop your plan with alternative plan designs giving you the confidence that you are moving forward with the most cost-effective but impactful plan available to your employees.
Provide limited means to control underlying costs. Advocate cost shifting in the form of increased deductibles and copays to control costs.	Return control over costs to the City. Provide detailed data driven analysis and actionable insight to help control costs.
Believe costs are dependent on the best offer of the insurance carrier.	Understand <i>improving</i> benefits is the only way to lower costs.
Do not consider the needs and wants of the employee population when creating a benefits plan.	Make benefits a real attraction and retention tool. Most importantly, help you show the investment you make in your employees by delivering the value of the plan to your employees.
Give limited information on where the money is going. Do not talk about their compensation and hidden commission. This means more income for them if the rates go up.	Bring transparency to where money is going. Are paid on a fixed fee basis and are willing to tie compensation to performance. No hidden compensation is accepted from the insurance carriers. All coverages are offered net of commission and savings go straight to the bottom line.
Offer basic benefit guides and minimal education and support at open enrollment (and throughout the year).	Help employees recognize that their total compensation is far greater than their annual salary. Offer custom benefit guides, focus on education versus benefits, utilize cell phone technology, promote wellness, facilitate all carrier interaction and handle all service issues on an ongoing basis.

# Thank You!





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 3, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with Cube HH Limited Partnership for a waterline easement and temporary construction easement for Parcel No. 5.

### BACKGROUND/SUMMARY:

In 2021, the City Council approved funding through certificates of obligation proceeds to expand the city's water and sewer infrastructure systems to adequately meet the growth demand for these services. The US290 & FM973 waterline project was identified by city staff and George Butler & Associates engineering consultant as a priority infrastructure project that needed to be included in the 2021 Certificate of Obligation bond issuance.

Since January 2023, the GBA's land acquisition team has assisted the city in acquiring the necessary number of temporary and permanent utility easements for both future water and sewer projects. The owner of the Cube storage unit tract accepted the city's offer to acquire a 20' permanent water utility easement and 25' temporary construction easement along their property on the south side of the US290 frontage east of FM973. The city has been successful in acquiring the required utility easement from the landowners and has established a good line of communication to help secure their support for these public improvements. This has allowed the GBA team to prepare plans for the proposed waterline extension to be extended eastbound south of US290. Several economic development projects are planned for this section of the community and are scheduled to be open in 2024. The registered appraiser completed their fieldwork and comparable analysis and provided the City of Manor with a monetary compensation analysis for the easements for parcel 5.

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

- Purchase Contract – Parcel 5

### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the purchase contract with Cube HH Limited Partnership for a waterline easement and temporary construction easement in an amount not to exceed \$19,695.

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

**CITY OF MANOR PURCHASE AGREEMENT**  
 Manor FM 973 & US 290 Water Line Project; Parcel 5

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

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Cube HHF Limited Partnership, a Delaware limited partnership** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

*Water Line Easement Parcel:* All that certain tract, piece or parcel of land consisting of 2,338 square feet, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

*Temporary Construction Easement Parcel:* All that certain tract, piece or parcel of land consisting of 2,338 square feet, more or less, being situated in Travis County, Texas, and as more particularly described and depicted on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** NINETEEN THOUSAND SIX HUNDRED NINETY-FIVE AND NO/100'S DOLLARS (\$19,695.00) total shall be paid by the City for a permanent and temporary easement to the Water Line Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

**Closing.** Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

**Title, Final Possession.** Owner agrees at Closing to convey to the City a water line easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

**Other Interests.** Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be

satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

**Water Line Easement and Temporary Construction Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Water Line Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Water Line Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

**Payment.** The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

**Entire Agreement.** The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

**Imminence of Condemnation.** Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

**Right of Re-Purchase if Public Use is Cancelled.** Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

**Compliance.** Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

**Formal Approval.** Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

**Effective Date.** This Purchase Contract shall be effective upon the last date indicated below.



**OWNER:**

**CUBE HHF LIMITED PARTNERSHIP**  
a Delaware limited partnership

By: CUBE Venture GP, LLC,  
a Delaware limited liability company,  
its general manager

By: CubeSmart, L. P.,  
a Delaware limited partnership,  
its managing member

By: CubeSmart,  
a Maryland real estate investment trust,  
its general partner

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

Name: Jeffrey P. Foster

Title: Secretary and Chief Legal Officer

3/21/2024  
Date

**BUYER:**

**CITY OF MANOR, TEXAS**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor, Texas

\_\_\_\_\_  
Date

Parcel No. 5  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 703990

**FIELD NOTES FOR A 2,338 SQUARE FOOT WATERLINE EASEMENT:**

A 2,338 Square Foot Waterline Easement, being a portion of Lot 1, Manor Storage, a plat of subdivision recorded in Document No. 200400240, of the Official Public Records of Travis County, Texas. Said 2,338 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the common line between said Lot 1 and Lot 2, of said Manor Storage, from which a found 1/2" iron rod with a yellow cap, 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 the northerly most common corner between said Lots 1 & 2, bears N 13° 57' 19" E, with said common line, a distance of 11.98 feet;

**THENCE:** S 13° 57' 19" W, with said common line, a distance of 15.51 feet, to a point for corner;

**THENCE:** Over and across said Lot 1, the following three (3) courses:

1. S 89° 12' 55" W, a distance of 84.85 feet, to a point for corner;
2. S 86° 58' 15" W, a distance of 63.55 feet, to a point for corner;
3. S 87° 29' 06" W, a distance of 7.48 feet, to a point in the common line between said Lot 1 and the remainder of a called 10.000 Acre tract of land recorded in Document No. 2021219060, of the Official Public Records of Travis County, Texas, for corner;

**THENCE:** N 13° 57' 14" E, with said common line, a distance of 15.64 feet, to a point for corner, from which a found 5/8" iron rod with an orange cap stamped "RL SURVEYING RPLS 4532" in the south line of said U.S. 290, for the Northerly most common corner of said Lot 1 and said remainder of a called 10.000 Acre tract, bears N 13° 57' 14" E, with said common line, a distance of 8.99 feet;

**THENCE:** Over and across said Lot 1, the following three (3) courses:

1. N 87° 29' 06" E, a distance of 2.98 feet, to a point for corner;
2. N 86° 58' 15" E, a distance of 63.77 feet, to a point for corner;
3. N 89° 12' 55" E, a distance of 89.09 feet, to the **POINT OF BEGINNING** and containing 2,338 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*

**FIELD NOTES FOR A 2,338 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:**

A 2,338 Square Foot Temporary Construction Easement, being a portion of Lot 1, Manor Storage, a plat of subdivision recorded in Document No. 200400240, of the Official Public Records of Travis County, Texas. Said 2,338 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the common line between said Lot 1 and Lot 2, of said Manor Storage, from which a found 1/2" iron rod with a yellow cap, 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 the northerly most common corner between said Lots 1 & 2, bears N 13° 57' 19" E, with said common line, a distance of 27.49 feet;

**THENCE:** S 13° 57' 19" W, with said common line, a distance of 15.51 feet, to a point for corner;

**THENCE:** Over and across said Lot 1, the following three (3) courses:

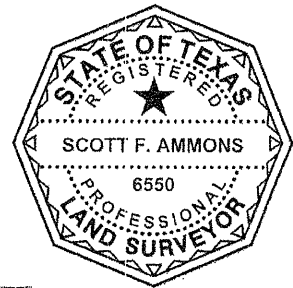
1. S 89° 12' 55" W, a distance of 80.61 feet, to a point for corner;
2. S 86° 58' 15" W, a distance of 63.32 feet, to a point for corner;
3. S 87° 29' 06" W, a distance of 11.98 feet, to a point in the common line between said Lot 1 and the remainder of a called 10.000 Acre tract of land recorded in Document No. 2021219060, of the Official Public Records of Travis County, Texas, for corner;

**THENCE:** N 13° 57' 14" E, with said common line, a distance of 15.64 feet, to a point for corner, from which a found 5/8" iron rod with an orange cap stamped "RL SURVEYING RPLS 4532" in the south line of said U.S. 290, for the Northerly most common corner of said Lot 1 and said remainder of a called 10.000 Acre tract, bears N 13° 57' 14" E, with said common line, a distance of 24.63 feet;

**THENCE:** Over and across said Lot 1, the following three (3) courses:

1. N 87° 29' 06" E, a distance of 7.48 feet, to a point for corner;
2. N 86° 58' 15" E, a distance of 63.55 feet, to a point for corner;
3. N 89° 12' 55" E, a distance of 84.85 feet, to the **POINT OF BEGINNING** and containing 2,338 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.

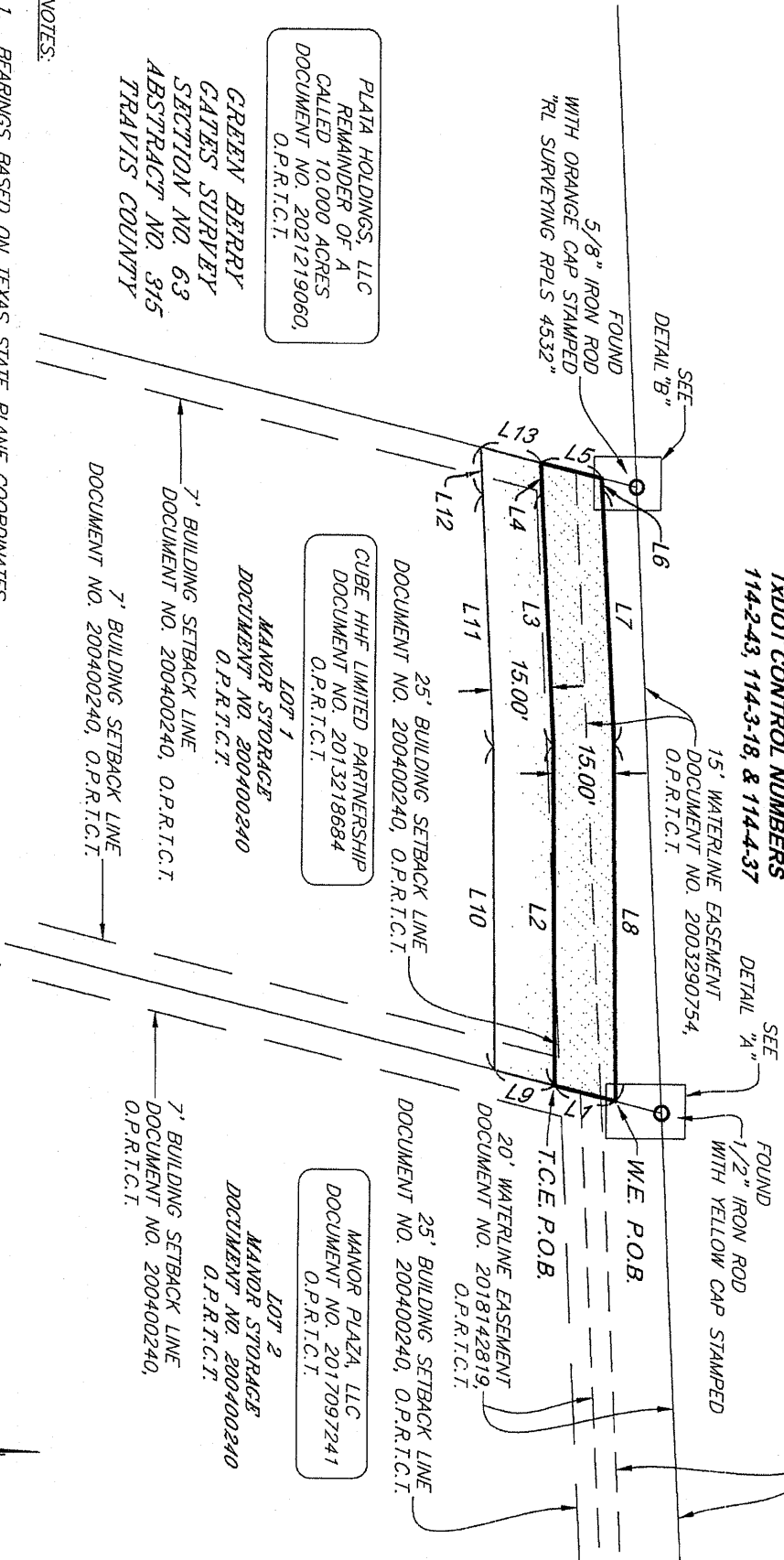


*Handwritten signature: SFA*

C:\10110.01\One 301\Draw\Drawings\Survey\10110.01\K801-Cube HNF-ME-Redwood.dwg Layout TX-6-R-1-1-L Tuesday, August 26, 2023, 2:17pm Copyright 2023, George Butler Associates, Inc.

U.S. HIGHWAY NO. 290  
(VARIABLE WIDTH RIGHT-OF-WAY)  
TXDOT ACCOUNT NUMBER 8014-1-178  
TXDOT CONTROL NUMBERS  
114-2-43, 114-3-18, & 114-4-37

15' WATERLINE EASEMENT  
DOCUMENT NO. 2003290755, O.P.R.T.C.T.



NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

- ☐ Denotes W.E. 891 Square Feet of Proposed Waterline Easement Lies Within Existing Waterline Easement
- ☐ Denotes T.C.E. 2,321 Square Feet of Proposed Waterline Easement Lies Within Existing Building Setback Line
- ☐ 2,338 Square Feet

Scale : 1"=40'

**GBA**  
architects  
engineers

2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbateam.com

PROJECT NUMBER  
15110.01

DATE  
08/28/2023

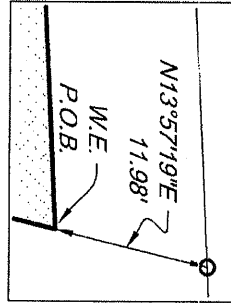
Exhibit "A"  
WATERLINE EASEMENT  
MANOR, TRAVIS CO., TX

SHEET NUMBER

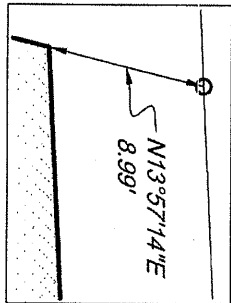
3 of 4

George Butler Associates, Inc. 2023 TBPELS FIRM #10194808

DETAIL "A"  
(NOT TO SCALE)



DETAIL "B"  
(NOT TO SCALE)



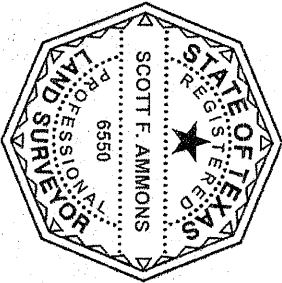
LEGEND

○	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.

*Scott F. Ammons*

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



Line Table		
Line #	Bearing	Distance
L1	S13° 57' 19"W	15.51
L2	S89° 12' 55"W	84.85
L3	S86° 58' 15"W	63.55
L4	S87° 29' 06"W	7.48
L5	N13° 57' 14"E	15.64
L6	N87° 29' 06"E	2.98
L7	N86° 58' 15"E	63.77
L8	N89° 12' 55"E	89.09
L9	S13° 57' 19"W	15.51
L10	S89° 12' 55"W	80.61
L11	S86° 58' 15"W	63.32
L12	S87° 29' 06"W	11.98
L13	N13° 57' 14"E	15.64

**GBA**  
architects  
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PROJECT NUMBER  
15110.01  
DATE  
08/28/2023

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

SHEET NUMBER

4 of 4



COPY

EXHIBIT "B"

**WATERLINE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

That, **Cube HHF Limited Partnership**, a Delaware limited partnership ("**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 County, 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 2,338 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 2,338 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 2,338 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A" Page 2 pf 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**.

COPY

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 Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including specifically the right to maintain within the **Permanent Easement** and **Temporary Construction Easement** the existing billboard sign denoted on Exhibit "A". **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).

COPY

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:**

CUBE HHF LIMITED PARTNERSHIP  
a Delaware limited partnership

By: CUBE Venture GP, LLC,  
a Delaware limited liability company,  
its general manager

By: CubeSmart, L. P.,  
a Delaware limited partnership,  
its managing member

By: CubeSmart,  
a Maryland real estate investment trust,  
its general partner

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

Name: Jeffrey P. Foster

Title: Secretary and Chief Legal Officer

\_\_\_\_\_  
Date

**ACCEPTED:**

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

By: Dr. Christopher Harvey, Mayor

COPY

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

**COMMONWEALTH OF PENNSYLVANIA** §  
**COUNTY OF CHESTER** §  
§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jeffrey P. Foster, the Secretary and Chief Legal Officer of CubeSmart, a Maryland real estate investment trust, general partner of CubeSmart, L.P., a Delaware limited partnership, managing member of CUBE Venture GP, LLC, a Delaware limited liability company, general partner of CUBE HHF LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of said entity and acknowledged that he signed and delivered said Instrument as his own free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public, State of Pennsylvania

**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 Dr. Christopher Harvey, Mayor of City of Manor, 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. 5  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 703990

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





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 3, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with Tuan V. Nguyen and Nhieu T. Nguenyn for a wastewater easement with a temporary construction easement.

### BACKGROUND/SUMMARY:

In 2022, the City of Manor engaged George Butler & Associates to secure a total of 13 different temporary and permanent utility easements along the Cottonwood Creek West Tributary Wastewater Project route. This project was scheduled to have been completed in the fall of 2023 but encountered a few delays in acquiring easements from the different property owners. The Nguyen family has reached an agreement with the city to secure a 25' permanent wastewater utility easement and 25' temporary construction easement along the designated route for the future wastewater line to be installed. The Right of Way consultants were about to reach a final offer to avoid condemnation procedures. The registered appraiser completed their fieldwork and comparable analysis and provided the City of Manor with a monetary compensation analysis for the easement for tract 1 at \$20,000.

**LEGAL REVIEW:** Yes, Kent A. Sick, Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Purchase Contract – Parcel 1

### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the purchase contract with Tuan V. Nguyen and Nhieu T. Nguenyn for a wastewater easement with a temporary construction easement in an amount not to exceed \$20,000.

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

**CITY OF MANOR PURCHASE AGREEMENT**  
**Cottonwood Creek West Tributary Wastewater Project; Parcel 1**

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

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Tuan V. Nguyen and spouse, Nhieu T. Nguyen** hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

*Wastewater Easement Parcel:* All that certain tract, piece or parcel of land consisting of 20,796 square feet, more or less, being situated in Travis County, Texas, and as more particularly described by metes and bounds and plat in Exhibits "A" and "C," attached hereto and made part hereof for all purposes.

*Temporary Construction Easement Parcel:* All that certain tract, piece or parcel of land consisting of 19,514 square feet, more or less, being situated in Travis County, Texas, and as more particularly described by metes and bounds and plat in Exhibits "B" and "C," attached hereto and made part hereof for all purposes.

**Total Price.** TWENTY THOUSAND AND NO/100'S DOLLARS (\$20,000.00) total, LESS all funds already disbursed to Owner pursuant to the recorded Possession and Use Agreement between the City and Owner, shall be paid by the City for a permanent and temporary easement to the Wastewater Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

**Closing.** Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

**Title, Final Possession.** Owner agrees at Closing to convey to the City a wastewater easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

**Other Interests.** Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and

deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders or potential interest holders, including but not limited to Quynh Pham and Hong T. Nguyen, be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

**Wastewater Easement and Temporary Construction Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Wastewater Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

**Payment.** The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

**Entire Agreement.** The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

**Imminence of Condemnation.** Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

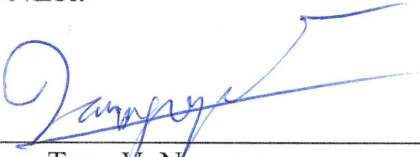
**Right of Re-Purchase if Public Use is Cancelled.** Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

**Compliance.** Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

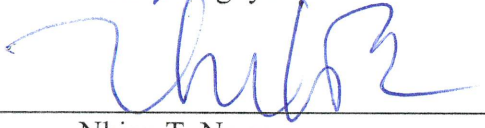
**Formal Approval.** Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

**Effective Date.** This Purchase Contract shall be effective upon the last date indicated below.

**OWNER:**

  
\_\_\_\_\_  
Tuan V. Nguyen

03-22-24  
Date

  
\_\_\_\_\_  
Nhieu T. Nguyen

03-22-2024  
Date

**BUYER:**

**CITY OF MANOR, TEXAS**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor, Texas

\_\_\_\_\_  
Date

Parcel No. 1  
Project: Cottonwood Creek West Tributary Wastewater Project  
TCAD Tax ID: 460349



**FIELD NOTES FOR A 20,796 SQUARE FOOT SANITARY SEWER EASEMENT:**

A **20,796 Square Foot** Sanitary Sewer Easement, located in the Lemuel Kimbro Survey, Abstract No. 456, Travis County, Texas, being a portion of a called 13.502 Acre tract of land, described in Document No. 2022072304, Official Public Records of Travis County, Texas. Said 20,796 Square Foot Sanitary Sewer Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the common line between said 13.502 Acre tract and Bois-D-Arc Road, a variable width Right of Way, from which a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the southeast line of said Bois-D-Arc Road, for the northerly most common corner of said 13.502 Acre tract and a called 15.20 Acre tract of land described in Document No. 2016064061, Official Public Records of Travis County, Texas, bears N 27° 13' 56" E, with said common line, a distance of 177.47 feet;

Thence: Over and across said 13.502 Acre tract, the following four (4) courses:

1. **S 63° 44' 14" E**, a distance of **169.65 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
2. **S 23° 55' 53" W**, a distance of **156.53 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
3. **S 14° 02' 15" E**, a distance of **327.33 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
4. **S 47° 24' 10" W**, a distance of **203.96 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the common line between said 13.502 Acre tract and Manor Heights South Phase 1, Section 1, a plat of record in Document No. 202100001, Official Public Records of Travis County, Texas, for corner, from which a set 1/2" iron rod with a pink cap stamped "GBA 10194808" for the common corner of said 13.502 Acre tract, said 15.20 Acre Tract, said Manor Heights South Phase 1, Section 1, and the remainder of a called 267.942 Acre tract of land described in Document No. 2019176020, Official Public Records of Travis County, Texas, bears S 62° 00' 02" E, with said common line, a distance of 762.85 feet;

Thence: **N 62° 00' 02" W**, with said common line, a distance of **26.51 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in said common line, for corner, from which a found 1/2" iron rod with a red cap stamped "KHA" in the southwest line of said 13.502 Acre tract, for the northwest corner of said Manor Heights South Phase 1, Section 1, bears N 62° 00' 02" W, with said common line, a distance of 272.74 feet;

Thence: Over and across said 13.502 Acre tract, the following four (4) courses:

1. **N 47° 24' 10" E**, a distance of **197.91 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
2. **N 14° 02' 15" W**, a distance of **321.08 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
3. **N 23° 55' 53" E**, a distance of **141.15 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
4. **N 63° 45' 12" W**, a distance of **146.07 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the common line between said 13.502 Acre tract and Bois-D-Arc Road, for corner;

Thence: **N 27° 13' 56" E**, with said common line, a distance of **25.02 feet** to the **POINT OF BEGINNING** and containing **20,796 Square Feet** of land, situated in Travis County, Texas.

**NOTES:**

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

This is to certify that this real property legal description has been prepared by me or under my direct supervision.



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



**FIELD NOTES FOR A 19,514 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:**

A **19,514 Square Foot Temporary Construction Easement**, located in the Lemuel Kimbro Survey, Abstract No. 456, Travis County, Texas, being a portion of a called 13.502 Acre tract of land, described in Document No. 2022072304, Official Public Records of Travis County, Texas. Said 19,514 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the common line between said 13.502 Acre tract and Bois-D-Arc Road, a variable width Right of Way, from which a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the southeast line of said Bois-D-Arc Road, for the northerly most common corner of said 13.502 Acre tract and a called 15.20 Acre tract of land described in Document No. 2016064061, Official Public Records of Travis County, Texas, bears N 27° 13' 56" E, with said common line, a distance of 202.49 feet;

Thence: Over and across said 13.502 Acre tract, the following four (4) courses:

1. **S 63° 45' 12" E**, a distance of **146.07 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
2. **S 23° 55' 53" W**, a distance of **141.15 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
3. **S 14° 02' 15" E**, a distance of **321.08 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
4. **S 47° 24' 10" W**, a distance of **197.91 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the common line between said 13.502 Acre tract and Manor Heights South Phase 1, Section 1, a plat of record in Document No. 202100001, Official Public Records of Travis County, Texas, for corner, from which a set 1/2" iron rod with a pink cap stamped "GBA 10194808" for the common corner of said 13.502 Acre tract, said 15.20 Acre Tract, said Manor Heights South Phase 1, Section 1, and the remainder of a called 267.942 Acre tract of land described in Document No. 2019176020, Official Public Records of Travis County, Texas, bears S 62° 00' 02" E, with said common line, a distance of 789.36 feet;

Thence: **N 62° 00' 02" W**, with said common line, a distance of **26.51 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in said common line, for corner, from which a found 1/2" iron rod with a red cap stamped "KHA" in the southwest line of said 13.502 Acre tract, for the northwest corner of said Manor Heights South Phase 1, Section 1, bears N 62° 00' 02" W, with said common line, a distance of 246.23 feet;

Thence: Over and across said 13.502 Acre tract, the following four (4) courses:

1. **N 47° 24' 10" E**, a distance of **191.86 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
2. **N 14° 02' 15" W**, a distance of **314.82 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
3. **N 23° 55' 53" E**, a distance of **125.74 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
4. **N 63° 45' 12" W**, a distance of **122.49 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the common line between said 13.502 Acre tract and Bois-D-Arc Road, for corner;

Thence: **N 27° 13' 56" E**, with said common line, a distance of **25.00 feet** to the **POINT OF BEGINNING** and containing **19,514 Square Feet** of land, situated in Travis County, Texas.

NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

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*Scott F. Ammons*

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  
512.616.0055  
www.gbateam.com  
George Butler Associates, Inc. 2023 TBPELS FIRM #10194808

PROJECT NUMBER  
15128.00  
DATE  
03/31/2023

Exhibit "D"  
Sanitary Sewer Easement &  
Temporary Construction Easement  
Manor, Travis Co., TX

SHEET NUMBER

4 of 4

NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

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.

*Handwritten signature*



Line Table		
Line #	Bearing	Distance
L1	S 63° 44' 14" E	169.65
L2	S 23° 55' 53" W	156.53
L3	S 14° 02' 15" E	327.33
L4	S 47° 24' 10" W	203.96
L5	N 62° 00' 02" W	26.51
L6	N 47° 24' 10" E	197.91
L7	N 14° 02' 15" W	321.08
L8	N 23° 55' 53" E	141.15
L9	N 63° 45' 12" W	146.07
L10	N 27° 13' 56" E	25.02
L11	S 62° 00' 02" E	26.51
L12	N 47° 24' 10" E	191.86
L13	N 14° 02' 15" W	314.82
L14	N 23° 55' 53" E	125.74
L15	N 63° 45' 12" W	122.49
L16	N 27° 13' 56" E	25.00
L17	N 27° 13' 56" E	177.47

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**EXHIBIT "B"**

**WASTEWATER EASEMENT  
AND TEMPORARY WORKSPACE EASEMENT**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS                 §

That, **Tuan V. Nguyen and spouse, Nhieu T. Nguyen ("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 County, 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 wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 20,796 square feet, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibits "A" and "C," hereby incorporated by reference and made a part hereof for all purposes, with said 20,796 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 Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the south and west being approximately 19,514 square feet in size, more or less, and being described by metes and bounds and plat on Exhibits "B" and "C" (both exhibits hereby incorporated by reference as if fully set forth), for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work,



whichever date first occurs. **Grantee** shall have the right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements 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 wastewater 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 Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise 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**, in **Grantee's** sole determination.

**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. **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 as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, 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** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

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).

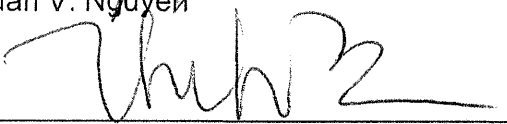
This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

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 wastewater utility lines, and for making connections therewith.

**GRANTOR:**

  
 \_\_\_\_\_  
 Tuan V. Nguyen

03-22-24  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Nhieu T. Nguyen

03-22-2024  
 \_\_\_\_\_  
 Date

**ACCEPTED:**

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

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

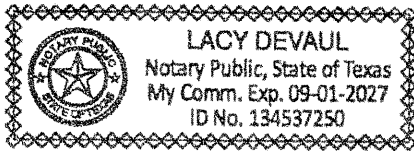
## \*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

The foregoing instrument was executed before me by Tuan V. Nguyen and spouse, Nhieu T. Nguyen on this the 22 day of March, 2024.



Lacy Devaul  
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 Dr. Christopher Harvey, Mayor of City of Manor, 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

Project Name: Cottonwood Creek West Tributary Wastewater Project  
Parcel No. 1  
TCAD PID No.: 460349

## AFTER RECORDING RETURN TO:

City of Manor  
105 E. Eggleston  
Manor, Texas 78653

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1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

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





**FIELD NOTES FOR A 19,514 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:**

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



©George Butler Associates, Inc.  
2023

2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbateam.com  
TBPELS FIRM #10194808

PROJECT NUMBER  
15128.00

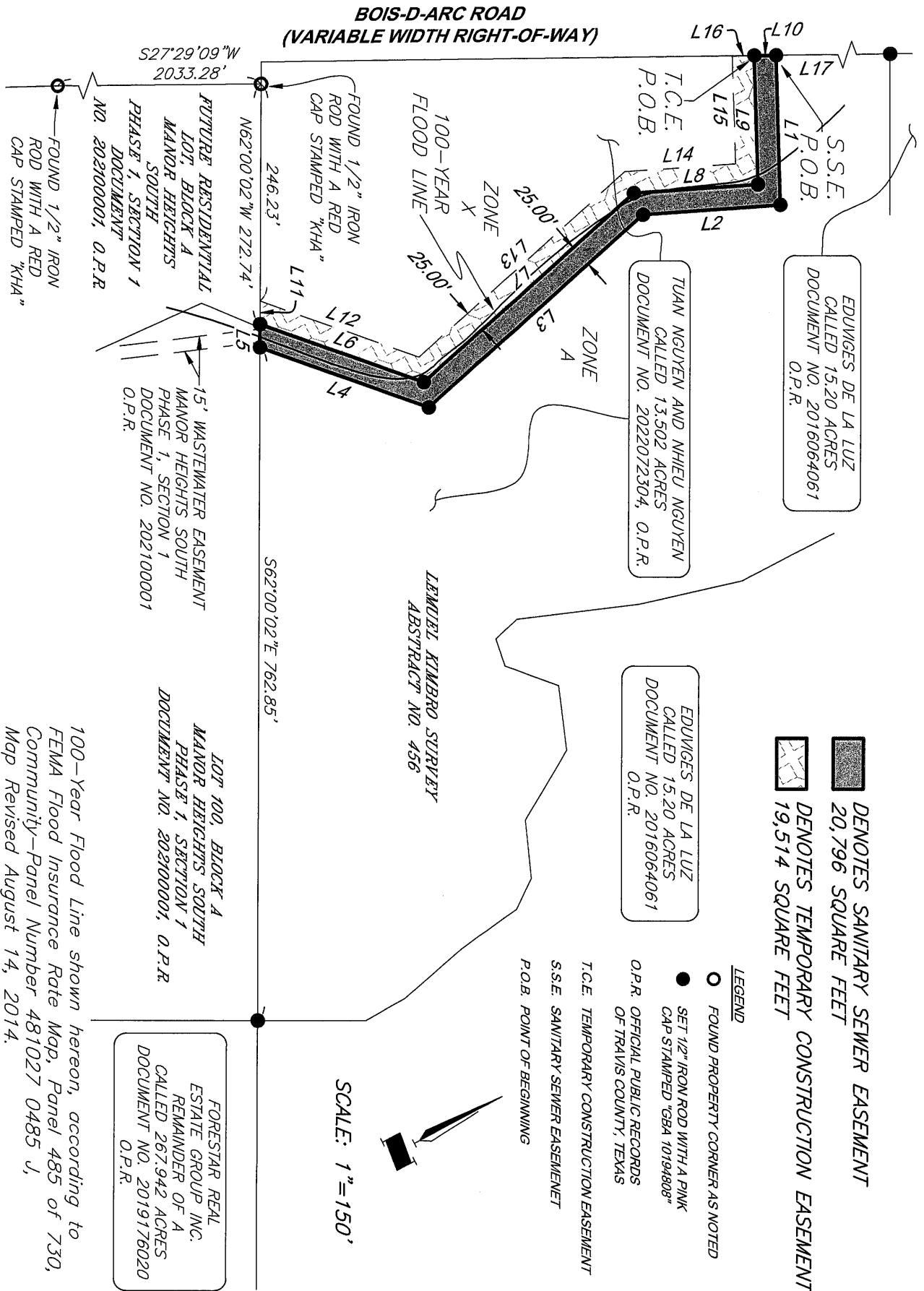
DATE  
03/31/2023

Exhibit "B"  
Temporary Construction  
Easement  
Manor, Travis Co., TX

SHEET NUMBER

**2 of 4**





**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  
15128.00  
DATE  
03/31/2023

Exhibit "D"  
Sanitary Sewer Easement &  
Temporary Construction Easement  
Manor, Travis Co., TX

SHEET NUMBER

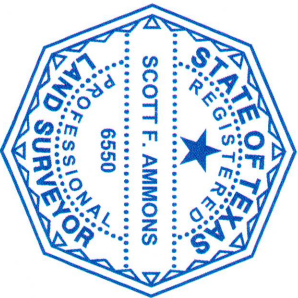
4 of 4

NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

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.

*Handwritten signature*



Line Table		
Line #	Bearing	Distance
L1	S 63° 44' 14" E	169.65
L2	S 23° 55' 53" W	156.53
L3	S 14° 02' 15" E	327.33
L4	S 47° 24' 10" W	203.96
L5	N 62° 00' 02" W	26.51
L6	N 47° 24' 10" E	197.91
L7	N 14° 02' 15" W	321.08
L8	N 23° 55' 53" E	141.15
L9	N 63° 45' 12" W	146.07
L10	N 27° 13' 56" E	25.02
L11	S 62° 00' 02" E	26.51
L12	N 47° 24' 10" E	191.86
L13	N 14° 02' 15" W	314.82
L14	N 23° 55' 53" E	125.74
L15	N 63° 45' 12" W	122.49
L16	N 27° 13' 56" E	25.00
L17	N 27° 13' 56" E	177.47



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 3, 2024  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

First reading: Consideration, discussion, and possible action on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx

*Applicant: Retail Connections*

*Owner: Retail Connections*

### BACKGROUND/SUMMARY:

This SUP request is on the property for the multi-tenant portion of the larger Manor Crossing development that is planned to have an HEB, Home Depot, and 11 pad sites. The multi-tenant property will have approximately 150,000 sf of commercial space. This SUP is requesting up to 15,000 sf of that be used for medical offices or medical clinics. Those uses would include dentists, eye doctors, and clinics.

P&Z voted 6-1 to approve but reduced the maximum allowable area to 10,000 sf. The Commission wanted to maximize the amount of retail and restaurant space in the shopping center.

The City Council postponed action on this item at the March 20<sup>th</sup> meeting so the applicant can provide more information about the intended uses and their impacts on the 380-tax incentive agreement.

The applicant provided they're in negotiations with Pacific Dental for 3,200 sf and had inquiries from chiropractors, optometrists, physical therapy, massage therapy (Hand & Stone) private practitioners and H-E-B has a tenant they call H-E-B Wellness.

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

- Letter of Intent
- Building layout
- Proposed tenants

- Notice
- Mailing labels

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve the first reading of a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	<b>X- Reduced to 10,000 sf</b>		

---



March 8, 2024

City of Manor – Planning & Zoning  
105 E Eggleston St,  
Manor, TX 78653  
ATTN: Scott Dunlop, Michael Burrell

Via email: [sdunlop@manortx.gov](mailto:sdunlop@manortx.gov) , [mburrell@manortx.gov](mailto:mburrell@manortx.gov)

**RE: Letter of Intent regarding applicant's intent to obtain an SUP in relation to "Medical Office(s)" & "Medical Clinic(s)" at Manor Crossing Shopping Center in Manor, Texas.**

To whom it may concern,

This Letter of Intent ("LOI") shall formally represent applicant's intent to obtain a Special Use Permit ("SUP") for the right to operate one or multiple Medical Office(s) and/or Medical Clinic(s) (as defined in Sec. 14.01.008 in the city's ordinance and shown below) up to 15,000 square feet in the zone as shown on Exhibit A labeled as "Shopping Center".

Any and all Medical Office(s) and/or Medical Clinic(s) or replacements thereof, will be of the type and quality typically found in Class A shopping centers in Texas.

**Medical Office Definition:**

*"Office, medical means the use of the site for the consultation, diagnosis, therapeutic, preventative, or corrective personal treatment by doctors, dentists, or similar practitioners of medical and healing arts for humans, medical or dental laboratories. These facilities can be differentiated from a medical clinic in that such facilities primarily operate on an appointment basis, are generally not open to the general walk-in public, and offer specialized services or attention."*

**Medical Clinic Definition:**

*"Medical clinic means the use of the site for the provision of medical, psychiatric, or surgical services on an outpatient basis. These facilities can be differentiated from a medical office in that such facilities would be primarily open to and operated for the general, walk-in public, and would not normally require an appointment. This use includes ambulatory surgical centers (ASC); end-stage renal disease facility (dialysis); outpatient services; and freestanding emergency medical care facility."*

Let us know if there's further questions.

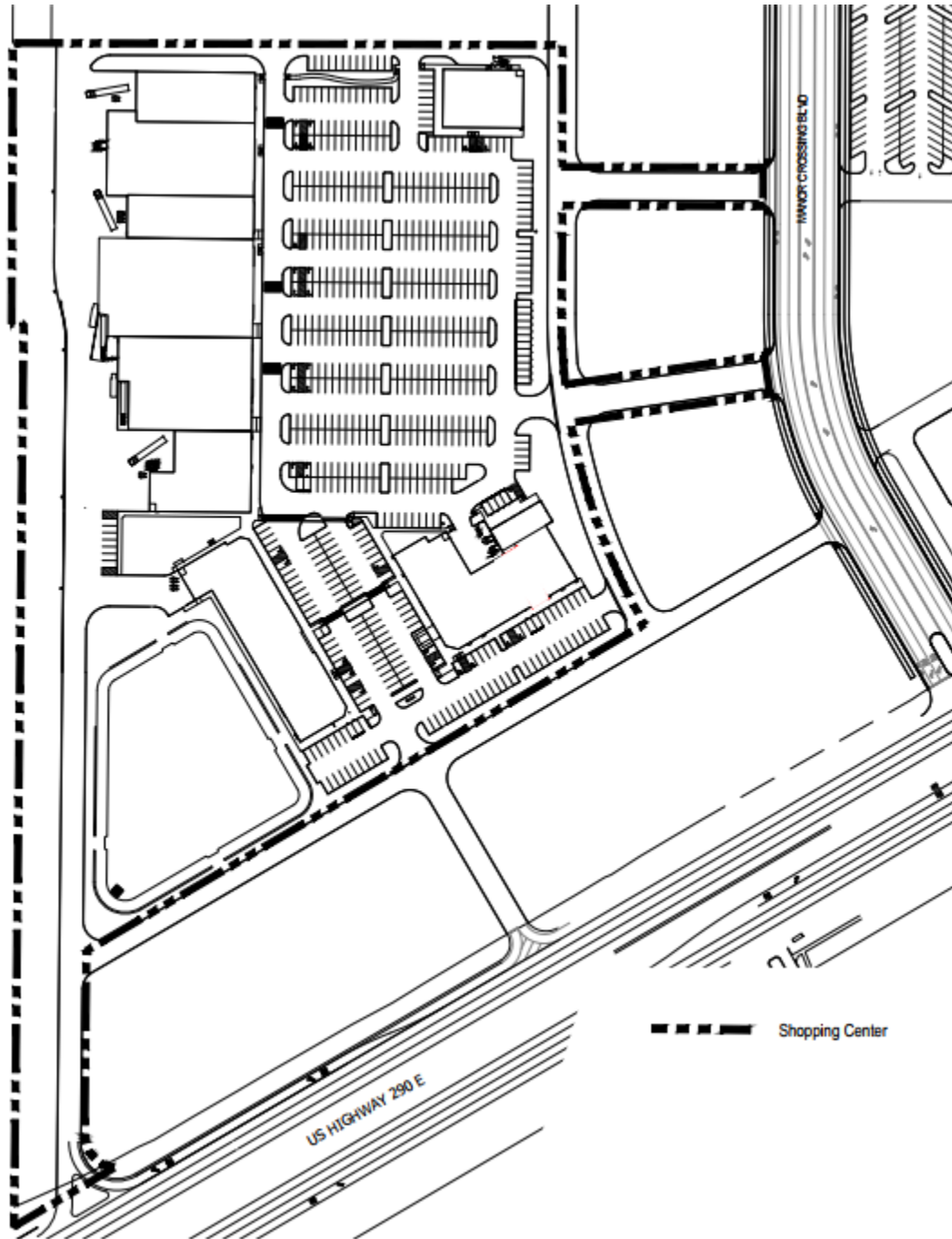
Sincerely,

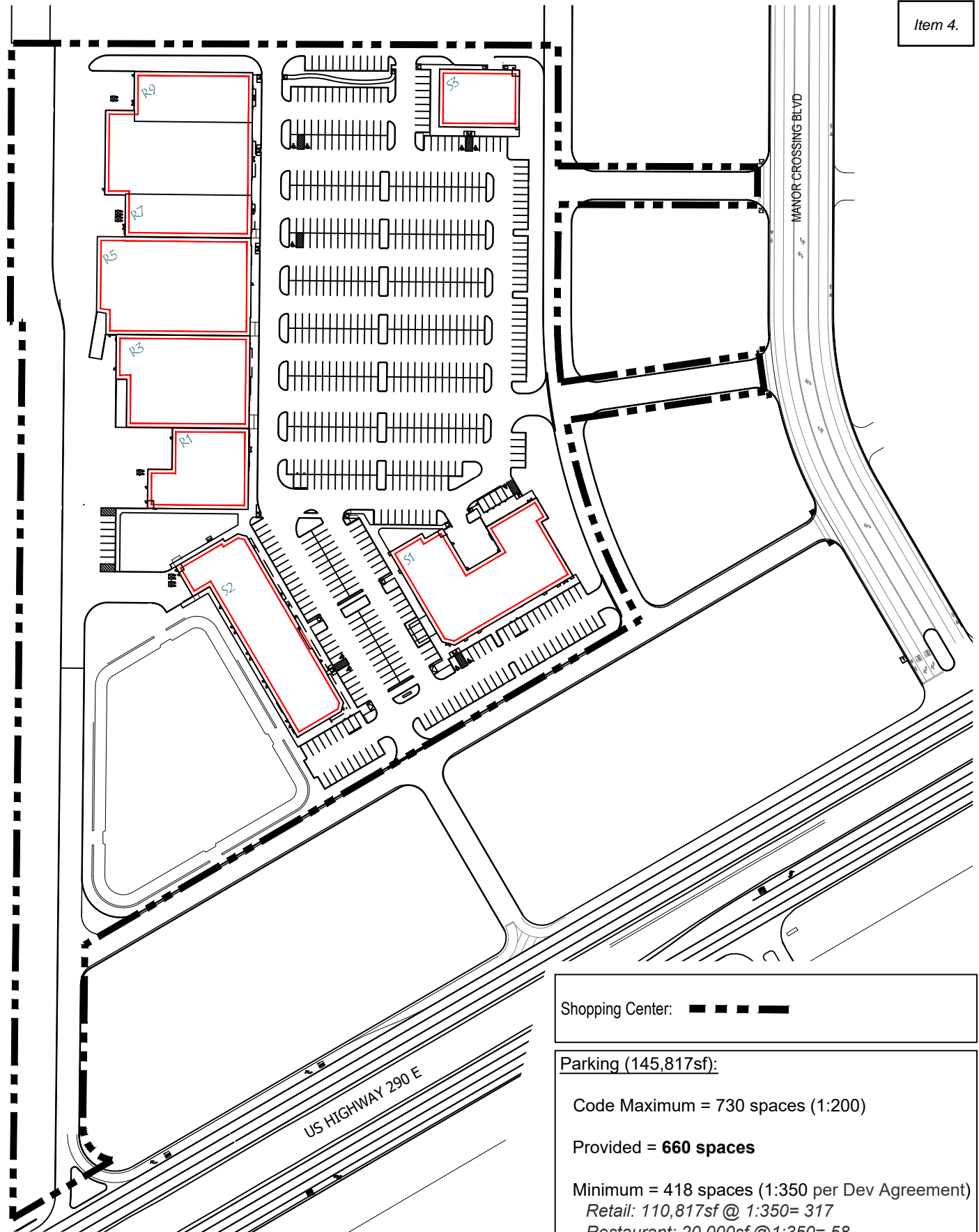
**CONNECTED ACQUISITION SERVICES, LLC,**

By:  
Name: Matt Wilson



Exhibit A





This site plan is presented solely for the purpose of identifying the approximate location and size of the buildings presently contemplated by the Owner. Building size, site dimensions, access and parking areas, existing tenant locations and identities are subject to change at the Owner's discretion, except as otherwise expressly restricted herein.



Manor Crossing

Manor, TX February 15, 2024

Item 4.

Property ID: 986086 ↗

Owner Name: 13100 FM 973 INC

[VIEW INFO](#)



2/28/2024

## City of Manor Development Services

# Notification for a Specific Use Permit Application

Project Name: Medical Office SUP - Manor Crossing

Case Number: 2024-P-1618-CU

Case Manager: Michael Burrell

Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx**

***Applicant: Retail Connections***

***Owner: Retail Connections***

The Planning and Zoning Commission will meet at 6:30PM on March 13, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City of Manor City Council will meet at 7:00PM on March 20, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Subdivision Short Form Final Plat Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

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



Manor Crossing - SUP Notices Addresses (300')	
Parcel ID	Address
710219	14008 Shadowglen Blvd, 78653
568065	12801 Lexington St, 78653
697020	13720 Shadowglade Pl., 78653
697021	13724 Shadowglade Pl., 78653
697022	13728 Shadowglade Pl., 78653
697023	13725 Shadowglade Pl., 78653
697024	13721 Shadowglade Pl., 78653
697025	13717 Shadowglade Pl., 78653
697054	11708 Pillion Pl., 78653
697055	11705 Gold Run CV., 78653
697056	11716 Pillion Pl., 78653
697057	11720 Pillion Pl., 78653
697026	11709 Pillion Pl., 78653
697027	11713 Pillion Pl., 78653
697028	11717 Pillion Pl., 78653
697029	11721 Pillion Pl., 78653
697030	11725 Pillion Pl., 78653
697031	11729 Pillion Pl., 78653
697032	11733 Pillion Pl., 78653
697033	11737 Pillion Pl., 78653
697034	13745 Shady Ridge Ln., 78653
700577	13816 Field Spar Dr., 78653
700578	13820 Field Spar Dr., 78653
700579	13824 Field Spar Dr., 78653
700580	13828 Field Spar Dr., 78653
700581	13832 Field Spar Dr., 78653
700582	11501 Sun Glass Dr., 78653
700616	11505 Sun Glass Dr., 78653
700648	11509 Sun Glass Dr., 78653
700621	11513 Sun Glass Dr., 78653
700590	13821 Field Spar Dr., 78653
700591	13817 Field Spar Dr., 78653
700670	13820 Tercel Trce., 78653
700671	13824 Tercel Trce., 78653
236853	13407 N. FM Rd 973, 78653
236854	E. U.S. HY 290, 78653





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 3, 2024  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Second and Final: Consideration, discussion, and possible action on an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development, and being located near the corner of Gregg Ln and FM 973, Manor, TX

*Applicant: Quiddity Engineering*

*Owner: Gregg Lane Dev., LLC*

### BACKGROUND/SUMMARY:

The New Haven PUD was first approved on April 19<sup>th</sup>, 2023. The current PUD contains:

- 190 50' residential lots
- 81 60' residential lots
  - 271 total
- 1 commercial lot
- 1 public utility lot (water storage tanks)
- 21.6 acres of open space and parks, which contain:
  - 8' – 6' concrete trails
  - 10-20 space parking lot
  - Shade structure
  - Playgrounds
  - Active play equipment, exercise equipment, volleyball court, picnic tables
  - Benches and trash receptacles

The revised PUD contains:

- 175 50' residential lots
- 87 60' residential lots
  - 262 total
- 1 commercial lot
- 1 public utility lot (water storage tanks)
- 26.3 acres of open space and parks, which contain:
  - 8' – 6' concrete trails
  - 10-20 space parking lot
  - Shade structure

- Playgrounds
- Active play equipment, exercise equipment, volleyball court, picnic tables
- Benches and trash receptacles

The revised PUD has reduced the number of residential lots by nine and increased the open space and park acreage by 4.7 acres. There is no change to the park amenities, the commercial acreage, or the utility lot acreage. The street layout has also been revised and there is now more street visibility into the open space and park areas.

The PUD is being revised because the proposed street is more cost-efficient for the developer due to the topography of the area and the grading work necessary during construction.

P&Z voted 7-0 to approve with conditions:

1. Parallel parking spaces on the roads adjacent to the 'Nature Preserve' and 'Trail' areas
2. Installation of pedestrian safety measures at the intersection of the Primary Collector and 70' ROW

The City Council approved the first reading at the March 20<sup>th</sup> meeting with the additions recommended by P&Z of parallel parking spaces adjacent to the Nature Preserve and Trail areas and pedestrian safety measures at the intersection of the Primary Collector and 70' ROW.

<b>LEGAL REVIEW:</b>	Yes, Veronica Rivera, Assistant City Attorney
<b>FISCAL IMPACT:</b>	No
<b>PRESENTATION:</b>	No
<b>ATTACHMENTS:</b>	Yes

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Ordinance No. 737</li> <li>• New Haven revised PUD</li> <li>• New Haven current PUD</li> <li>• PUD comparison</li> </ul> | <ul style="list-style-type: none"> <li>• Conformance Letter</li> <li>• Ordinance 698</li> <li>• Public notice</li> <li>• Mailing labels</li> </ul> |
|---|--|

#### **STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve the second reading of Ordinance No. 737 amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development, and being located near the corner of Gregg Ln and FM 973, Manor, TX with the additions of parallel parking spaces adjacent to the Nature Preserve and Trail areas and pedestrian safety measures at the intersection of the Primary Collector and 70' ROW.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	<b>X – with conditions</b>		

## ORDINANCE NO. 737

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ORDINANCE 698 TO MODIFY THE PLANNED UNIT DEVELOPMENT SITE PLAN FOR THE NEW HAVEN FINAL PLANNED UNIT DEVELOPMENT; REZONING FROM PLANNED UNIT DEVELOPMENT (PUD) TO PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

**Whereas**, Ordinance 698 was adopted by the City of Manor City Council (the "City Council") on April 19, 2023;

**Whereas**, the owner of the Property is requesting to amend Ordinance 698 in order to modify the Planned Unit Development Site Plan for the New Haven Final Planned Unit Development;

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

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

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

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

**Section 2. Amendment of Ordinance.** Ordinance No. 698 is hereby modified and amended by deleting Exhibit "B" in its entirety and replacing it with a new Exhibit "B" to include the modified planned unit development site plan for the New Haven Final PUD, attached hereto and incorporated herein as if fully set forth.

**Section 3. Severability.** Any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 4. Amendment of Conflicting Ordinances.** Exhibit "B" of the City's Ordinance 698 is hereby amended as provided in this Ordinance. All ordinances and parts of ordinances in conflict with this Ordinance are amended only to the extent of such conflict otherwise remaining in full force and effect. In the event of a conflict or inconsistency between this Ordinance and any code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

**Section 5. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of March 2024.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 3rd day of April 2024.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

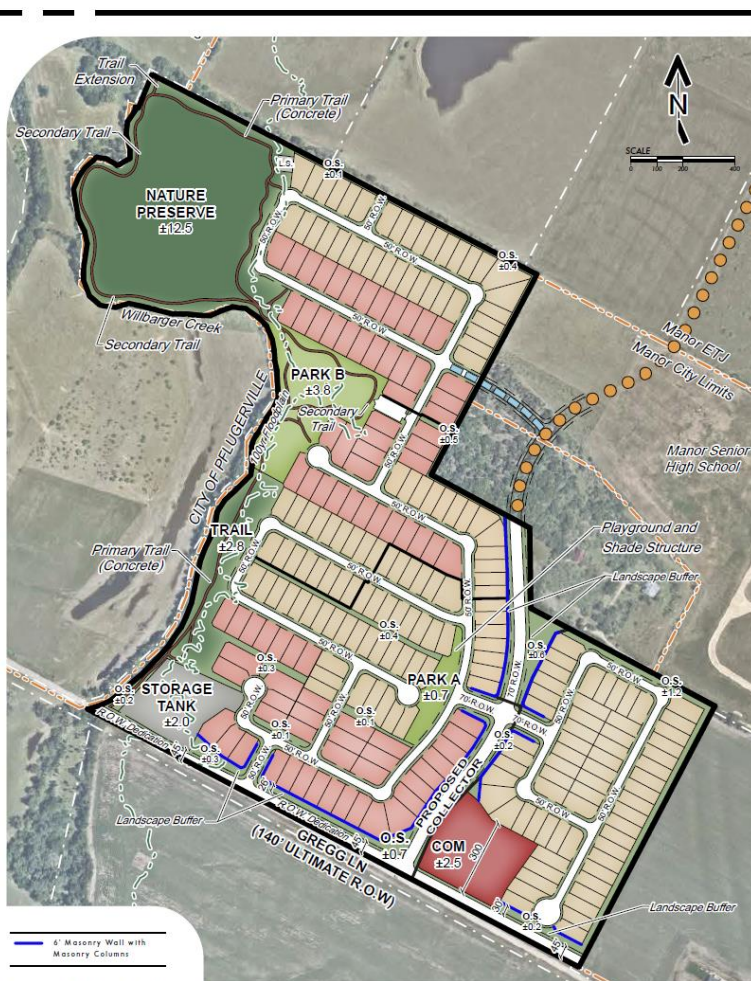
**ORDINANCE NO.**

**Page 3**

**EXHIBIT "B"**

Planned Unit Development Site Plan for the New Haven Final Planned Unit Development  
[attached]





\*Masonry Columns shall be installed approximately 20' apart.

#### PUD DATA TABLES:

##### 1) APPROVED LAND USES -

LAND USES	LOTS	ACRES	TOTAL %
1) IF RESIDENTIAL-TYP 60/120'	176 LOTS	38.6 AC.	40%
2) IF RESIDENTIAL-TYP 60/120'	87 LOTS	19.2 AC.	21%
3) COMMERCIAL	2.5 AC.	3%	
4) UTILITY	2.0 AC.	2%	
5) DETENTION/NATURE PRESERVE	12.8 AC.	13%	
6) PARK/OPEN SPACE	10.8 AC.	11%	
7) TRAIL	3.0 AC.	3%	
8) COLLECTOR THROUGHWAY	1.7 AC.	2%	
<b>TOTALS</b>	<b>282 LOTS</b>	<b>90.3 AC.</b>	<b>100%</b>

\*Variation is approximate and includes adjacent right of way.

##### 2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Land Use	Setbacks				Minimum Lot Size	Minimum Height	Maximum Density
	Front	Side	Corner	Rear			
1) R-1	25' (or 25' on lot)	5'	5'	5'	1/2 A.C.	10'	10 U.S.U.
2) R-2	25' (or 25' on lot)	5'	5'	5'	1/2 A.C.	10'	10 U.S.U.

\* Corner lots will be required to have an additional 5' of width when adjacent to right of way along the side yard.

##### 3) LOT COVERAGE

Land Use	Main Building	Main and Accessory Building
1) R-1	60%	60%
2) R-2	60%	60%
3) C-1	70%	70%

##### 4) PARKING LOT SCREENING

IN COMMERCIAL AREAS, OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJACENT LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

##### 5) LANDSCAPING

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT WOULD MAKE IMPROVEMENTS IMPRACTICAL.

Land Use	Net Lot Area
1) R-1	100%
2) R-2	100%
3) C-1	100%

NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY DWELLING SHALL BE A MINIMUM OF TWO (2) THREE-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE OR LOTS 55 IN WIDTH OR GREATER.

NOTE: MINIMUM FIFTEEN (15) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE GREGG LANE RIGHT OF WAY, SHALL BE PROVIDED. FOUR (4) MINIMUM THREE (3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MANOR CODE OF ORDINANCES) AND FIFTEEN (15) MINIMUM THREE (3) GALLON SHRUBS SHALL BE PLANTED PER 100 LINEAR FEET OF LANDSCAPE BUFFER.

NOTE: FOR INTERNAL UNLOADED COLLECTOR ROADWAYS, A MINIMUM TEN (10) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE COLLECTOR RIGHT OF WAY, SHALL BE PROVIDED. ONE (1) MINIMUM THREE (3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MANOR CODE OF ORDINANCES) AND FIVE (5) MINIMUM THREE (3) GALLON SHRUBS SHALL BE PLANTED PER 100 LINEAR FEET OF LANDSCAPE BUFFER.

##### 6) PARKLAND

PARKLAND WILL BE PROVIDED BY FEE-IN-LIEU (\$550.00 PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES.

##### 7) AMENITIES

- NATURE PRESERVE**
- 1) 4' Concrete Primary Trail (Site Connectivity)
  - 2) 4' Concrete Secondary Trail (Site Connectivity)
  - 3) 20' Wide (300' Approximate Spacing)
- PARK A**
- 1) 10' Wide Structure
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  - 100) 10' Wide Structure

##### 8) TRAFFIC

The Traffic Volume will be 6,602 Trips generated to and from this site

##### 9) UTILITIES

Utility	Quantity
1) Water	1.00
2) Sewer	1.00
3) Gas	1.00
4) Electric	1.00
5) Telecommunications	1.00

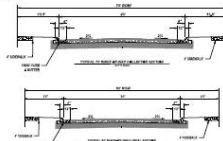
Note: These Utilities are located on the site and are shown in the site plan.

Water and Wastewater will be provided by City of Manor

##### 10) PERMITTED USES - COMMERCIAL C-1

- A. ALCOHOL BEVERAGE ESTABLISHMENT, BREVETUS, LIQUOR SALES, SMOKE SHOP OR TOBACCO STORE, ALCOHOL SALES SHALL BE COMPLIANT WITH ARTICLE 4.02 ALCOHOLIC BEVERAGES.
- B. ANTIQUE SHOP, ART STUDIO OR GALLERY, BUSINESS SUPPORT SERVICES, GENERAL RETAIL SALES/CONVENIENCE, GENERAL RETAIL SALES (GENERAL), LAUNDRY SERVICES (SELF), AND OFFICE ACCESSORY PARKING.
- C. CHILD CARE CENTER, GOVERNMENT FACILITIES, OFFICES, GOVERNMENT, SCHOOL, BOARDING SCHOOL, BUSINESS OR TRADE, PRIVATE OR PAROCHIAL, AND SCHOOL, PUBLIC.
- D. CLUB OR LODGE, ATHLETIC FACILITY, RESTAURANT AND THEATER.
- E. COMMUNICATION SERVICES OR FACILITIES, CONSTRUCTION EQUIPMENT SALES (MINOR), CONSUMER REPAIR SERVICES, PERSONAL IMPROVEMENT SERVICES, PERSONAL SERVICES, RELIGIOUS ASSEMBLIES AND UTILITY SERVICES, MINOR.

##### 11) CROSS SECTIONS



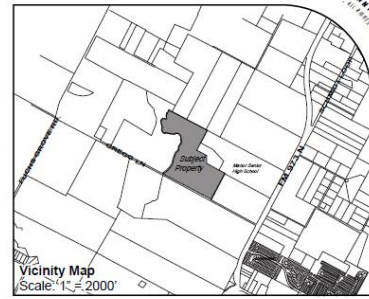
##### 12) LIST OF ALL REQUESTED VARIANCES

Item	Standard Code	Variance Requested
1) Setback	25' Front	20' Front
2) Setback	25' Side	20' Side
3) Setback	25' Rear	20' Rear
4) Setback	25' Corner	20' Corner
5) Setback	25' Front	20' Front
6) Setback	25' Side	20' Side
7) Setback	25' Rear	20' Rear
8) Setback	25' Corner	20' Corner
9) Setback	25' Front	20' Front
10) Setback	25' Side	20' Side
11) Setback	25' Rear	20' Rear
12) Setback	25' Corner	20' Corner
13) Setback	25' Front	20' Front
14) Setback	25' Side	20' Side
15) Setback	25' Rear	20' Rear
16) Setback	25' Corner	20' Corner
17) Setback	25' Front	20' Front
18) Setback	25' Side	20' Side
19) Setback	25' Rear	20' Rear
20) Setback	25' Corner	20' Corner

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_

BY: \_\_\_\_\_  
CITY CLERK, CITY OF MANOR, TEXAS



#### GENERAL NOTES:

- 1) A MINIMUM FOUR (4) FOOT WIDE, CONCRETE SIDEWALK SHALL BE PROVIDED WITHIN THE GREGG LANE LANDSCAPE BUFFER OR THE EXPANDED RIGHT OF WAY FOR GREGG LANE. LOCATION AND ALIGNMENT OF THE SIDEWALK SHALL BE COORDINATED DURING THE PRELIMINARY PLAN STAGE OF DEVELOPMENT.
- 2) THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.
- 3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300' DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

## NEWHAVEN PUD

± 90.3 ACRES OF LAND

prepared for

### ASHTON GRAY DEVELOPMENT

LAND PLANNER:

**META**  
PLANNING + DESIGN

24285 Katy Freeway, Ste. 525  
Katy, Texas 77494  
Tel: 281-810-1422

ENGINEER:

**QUIDDITY**

3100 Alvin Davanzo Blvd, Suite 150  
Austin, Texas 78741  
Tel: 512-441-9492  
www.quiddity.com

APPLICANT:  
**DRENNER GROUP, PC**  
200 Lee Barton Drive, SUITE 100  
Austin, Texas 78704

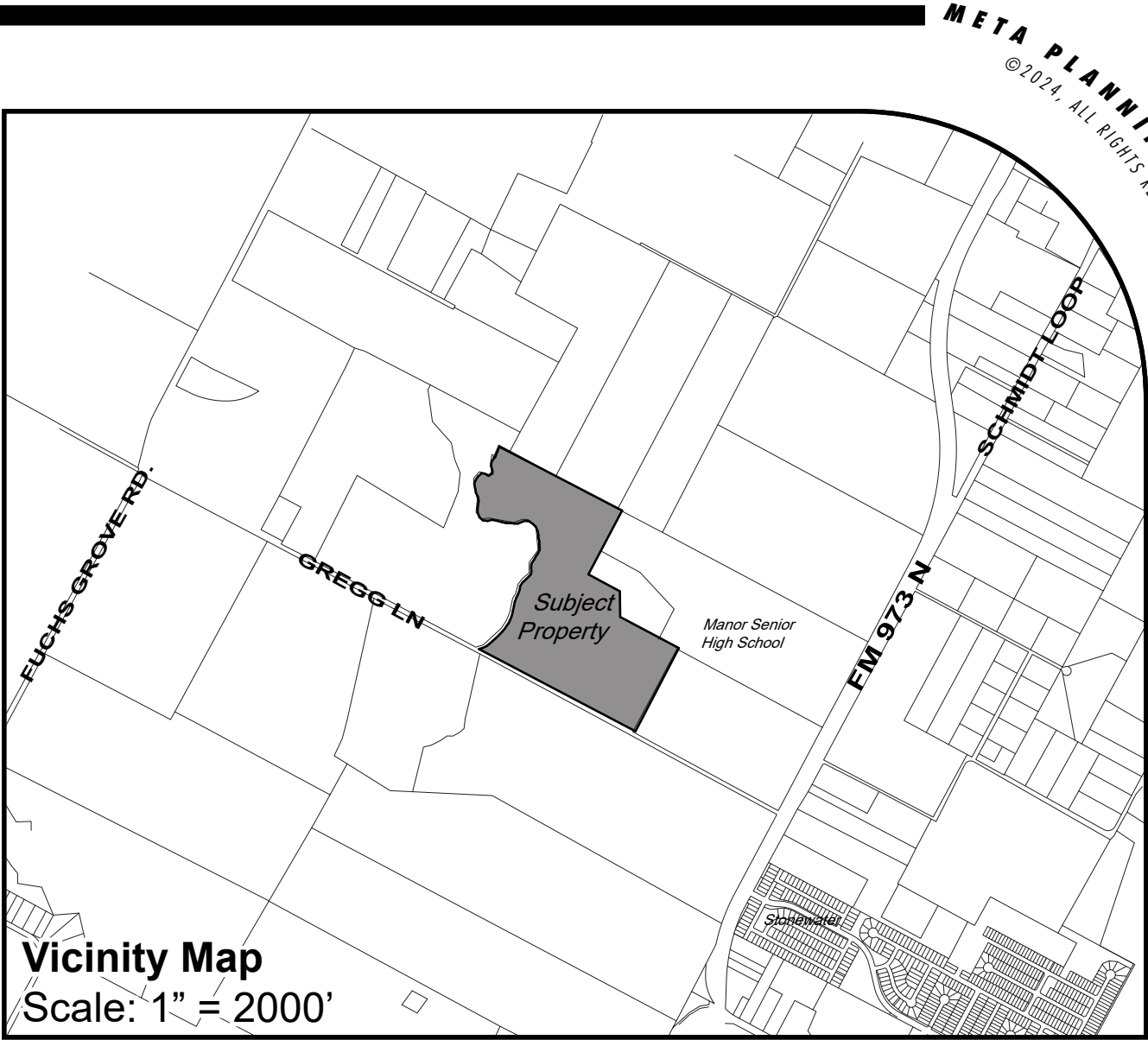
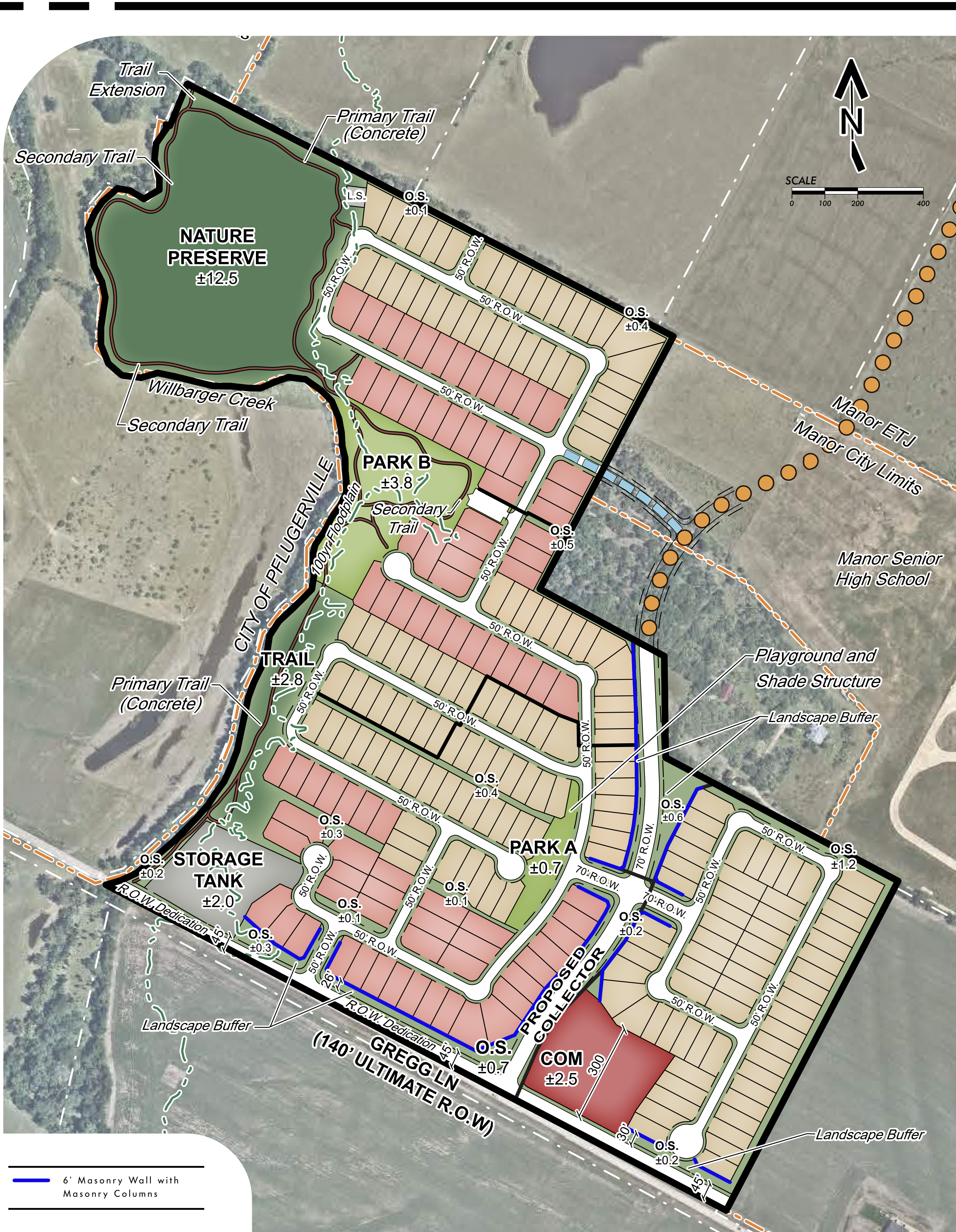
SCALE  
1" = 200'

META-78007  
FEBRUARY 16, 2024

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- 3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300 DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

\*Masonry Columns shall be installed approximately 200' apart.

PUD DATA TABLES:

1) APPROVED LAND USES -

LAND USES		LOTS	ACRES*	TOTAL %
SF	SF RESIDENTIAL - TYP. 50'x120'	175 LOTS	35.6 Ac.	40%
SF	SF RESIDENTIAL - TYP. 60'x125'	87 LOTS	19.2 Ac.	21%
COM	COMMERCIAL		2.5 Ac.	3%
UT	UTILITY		2.0 Ac.	2%
DET	DETENTION / NATURE PRESERVE		12.5 Ac.	14%
PO	PARK/OPEN SPACE		10.8 Ac.	12%
TR	TRAILS		3.0 Ac.	3%
COL	COLLECTOR / THOROUGHFARE		4.7 Ac.	5%
TOTALS		262 LOTS	90.3 Ac.	100%

\*calculation is approximate and includes adjacent right of way

2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Land Use	Setbacks				Minimum Lot SF	Minimum Lot Width	Maximum Height	Maximum Density
	Front	Side	Corner side	Rear				
SF-50'	25'/20' on cul de sac	5'	15'	10'	5,750	50'	35'	6 du/ac
SF-60'	25'/20' on cul de sac	5'	15'	10'	7,200	60'	35'	5 du/ac
Commercial	25'	5'	15'	10'	n/a	40'	35'	n/a

\* Corner lots will be required to have an additional 5' of width when adjacent to right of way along the side yard.

3) LOT COVERAGE

Land Use	Main Building	Main and Accessory Building
SF-50'	50%	60%
SF-60'	50%	60%
Commercial	70%	70%

4) PARKING LOT SCREENING

IN COMMERCIAL AREAS, OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJOINS LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

5) LANDSCAPING

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT WOULD MAKE IMPROVEMENTS IMPRACTICAL.

Land Use	Net Lot Area
SF-50'	20%
SF-60'	20%
Commercial	15%
Open Space/Park	20%

NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY DWELLING SHALL BE A MINIMUM OF TWO (2) THREE-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE ON LOTS 50' IN WIDTH OR GREATER.

NOTE: MINIMUM FIFTEEN (15) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE GREGG LANE RIGHT OF WAY, SHALL BE PROVIDED. FOUR(4), MINIMUM THREE(3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MANOR CODE OF ORDINANCES) AND FIFTEEN(15), MINIMUM THREE(3) GALLON, SHRUBS SHALL BE PLANTED PER 200 LINEAR FEET OF LANDSCAPE BUFFER.

NOTE: FOR INTERNAL, UNLOADED COLLECTOR ROADWAYS, A MINIMUM TEN(10) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE COLLECTOR RIGHT OF WAY, SHALL BE PROVIDED. ONE(1), MINIMUM THREE(3) INCH CALLIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREE(AS DEFINED BY MANOR CODE OF ORDINANCES) AND FIVE(5), MINIMUM THREE(3) GALLON, SHRUBS SHALL BE PLANTED PER 50 LINEAR FEET OF LANDSCAPE BUFFER

6) PARKLAND -

PARKLAND WILL BE PROVIDED BY FEE-IN-LIEU (\$550.00 PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES.

7) AMENITIES

- NATURE PRESERVE
- 8' Concrete Primary Trail (Site Connectivity)
  - 6' Concrete Secondary Trail (Site Connectivity)
  - Benches (300' Approximate Spacing)
- PARK A
- (1) Shade Structure
  - (1) 2-5 yrs. Playground Structure
  - (1) 5-12 yrs. Playground Structure
  - (1) Swing Set
  - (2) Independent Play Equipment
  - 6' Concrete Sidewalk (Site Connectivity)
  - (1) Trash Receptacle
  - (2) Picnic Tables
  - (2) Benches
  - (1) Pet Waste Station
- TRAIL
- 8' Concrete Primary Trail (Site Connectivity)
  - Benches (300' Approximate Spacing)
- PARK B
- 8' Concrete Primary Trail (Site Connectivity)
  - 6' Concrete Secondary Trail (Site Connectivity)
  - (1) Shade Structure
  - Benches (300' Approximate Spacing)
  - Trash Receptacles (300' Approximate Spacing)
  - 10-20 Parking Spaces
  - a. Screening Elements (Planting or Fencing) to reduce Light Pollution from Vehicles
  - Amenities (Teen)
    - a. Shade Trees
    - b. Passive Spaces for Social Interaction (2-person and 4-person Tables)
    - c. Charging Station (Solar)
    - d. Active Spaces for Sports Play
    - e. Active Play Equipment (Table Tennis, Corn Hole, Etc.)
    - f. Exercise Equipment
    - g. Volleyball Court
    - h. Recreation Sports Area
    - i. (2) Ping-Pong Table

8) TRAFFIC

The Traffic Volume will be 6,602 Trips generated to and from this site

9) UTILITIES

SF - 50'	35.6 Ac.	175 Lots	175 LUES
SF - 60'	19.2 Ac.	87 Lots	87 LUES
Commercial	2.5 Ac.	1 Lot	50 LUES
	58.3 Ac.		332 LUES

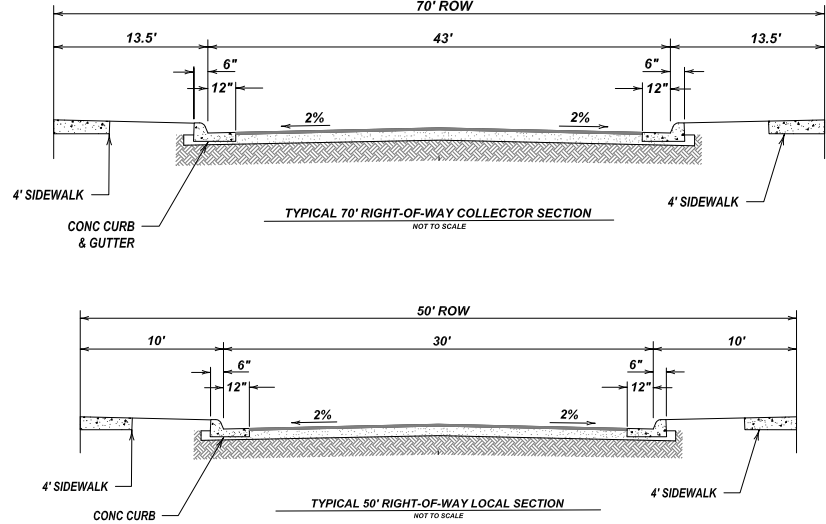
Note: These values are intended for preliminary analysis only and may vary from values provided in the final site design.

Water and Wastewater will be provided by City of Manor

10) PERMITTED USES - COMMERCIAL C-1

- A. ALCOHOLIC BEVERAGE ESTABLISHMENT, BREWPUB, LIQUOR SALES, SMOKE SHOP OR TOBACCO STORE. ALCOHOL SALES SHALL BE COMPLIANT WITH ARTICLE 4.02 ALCOHOLIC BEVERAGES.
- B. ANTIQUE SHOP, ART STUDIO OR GALLERY, BUSINESS SUPORT SERVICES, GENERAL RETAIL SALES(CONVENIENCE), GENERAL RETAIL SALES (GENERAL), LAUNDRY SERVICES(SELF), AND OFF-SITE ACCESSORY PARKING.
- C. CHILDCARE CENTER, GOVERNMENT FACILITIES, OFFICES, GOVERNMENT, SCHOOL, BOARD-ING, SCHOOL, BUSINESS OR TRADE, SCHOOL, PRIVATE OR PAROCHIAL, AND SCHOOL, PUBLIC.
- D. CLUB OR LODGE, ATHLETIC FACILITY, RESTAURANT, AND THEATER.
- E. COMMUNICATION SERVICES OR FACILITIES, CONSTRUCTION EQUIPMENT SALES (MINOR), CONSUMER REPAIR SERVICES, PERSONAL IMPROVEMENT SERVICES, PERSONAL SERVICES, RELIGIOUS ASSEMBLIES AND UTILITY SERVICES, MINOR.

11) CROSS SECTIONS



12) LIST OF ALL REQUESTED VARIANCES

Item	Standard Code	Variance Requested
Setback-Front	25 Feet	25 feet (20' on cul-de-sac)
Setback-Side	7.5 Feet	5 feet
Setback-Rear	20 Feet	10 feet
Lot Width	70 Feet	50 feet/60 feet
Lot Coverage-Res Main.	40%	60%
Lot Coverage-Res Main + Accessory	50%	65%
Lot Coverage-Comm. Main	60%	85%
Lot Coverage-Comm. Main + Accessory	70%	85%
Parkland	Non-floodplain	Within floodplain

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY OF COUNCIL.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_

FELIX PAIZ, CHAIRPERSON

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_

DR. CHRISTOPHER HARVEY

MAYOR OF THE CITY OF MANOR, TEXAS

a planned unit development  
final site plan for

# NEWHAVEN PUD

± 90.3 ACRES OF LAND

prepared for

## ASHTON GRAY DEVELOPMENT

LAND PLANNER:

**META**  
PLANNING + DESIGN

24285 Katy Freeway, Ste. 525  
Katy, Texas 77494  
Tel: 281-810-1422

ENGINEER:

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APPLICANT:

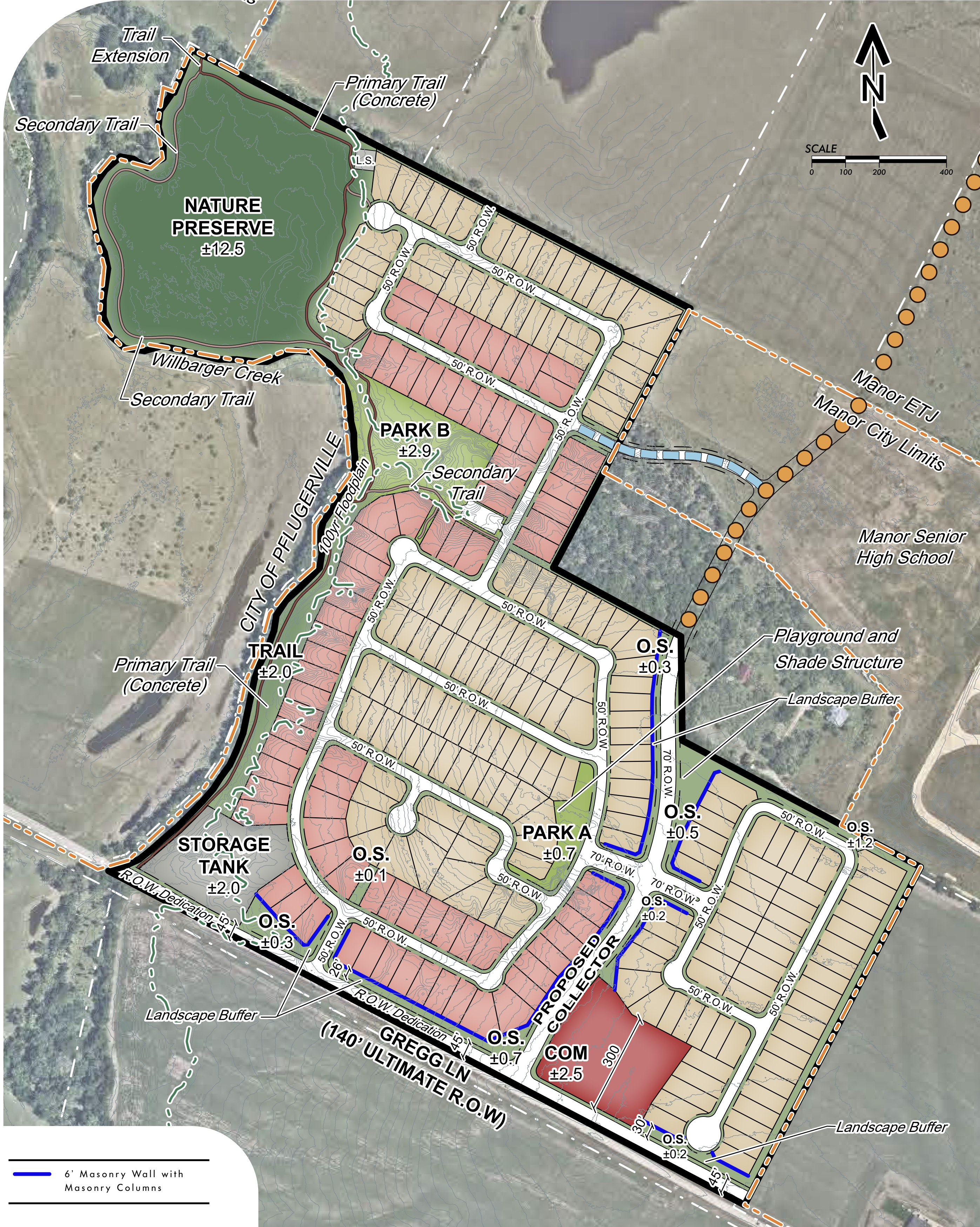
**DRENNER GROUP, PC**  
200 Lee Barton Drive, SUITE 100  
Austin, Texas 78704

SCALE  
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MTA-78007  
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\*Masonry Columns shall be installed approximately 200' apart.

#### PUD DATA TABLES:

##### 1) APPROVED LAND USES -

LAND USES		LOTS	ACRES*	TOTAL %
SF	SF RESIDENTIAL - TYP. 50'x120'	190 LOTS	36.3 Ac.	40%
SF	SF RESIDENTIAL - TYP. 60'x125'	81 LOTS	23.1 Ac.	26%
COM	COMMERCIAL		2.5 Ac.	3%
UT	UTILITY		2.0 Ac.	2%
DET	DETENTION/NATURE PRESERVE		12.5 Ac.	14%
PO	PARK/OPEN SPACE		7.1 Ac.	8%
TR	TRAILS		2.0 Ac.	2%
	COLLECTOR		4.8 Ac.	5%
TOTALS		271 LOTS	90.3 Ac.	100%

\*calculation is approximate and includes adjacent right of way

##### 2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Land Use	Setbacks				Minimum Lot Sf	Minimum Lot Width	Maximum Height	Maximum Density
	Front	Side	Corner side	Rear				
SF-50'	25'/20' on cul de sac	5'	15'	10'	5,750	50'	35'	6 du/ac
SF-60'	25'/20' on cul de sac	5'	15'	10'	7,200	60'	35'	5 du/ac
Commercial	25'	5'	15'	10'	n/a	40'	35'	n/a

\* Corner lots will be required to have an additional 5' of width when adjacent to right of way along the side yard.

##### 3) LOT COVERAGE

Land Use	Main Building	Main and Accessory Building
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##### 7) AMENITIES

- NATURE PRESERVE**
1. 8' Concrete Primary Trail (Site Connectivity)
  2. 6' Concrete Secondary Trail (Site Connectivity)
  3. Benches (300' Approximate Spacing)
  4. (1) Swing Set
  5. (1) Shade Structure
  6. (1) 2-5 yrs. Playground Structure
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  7. Amenities (Teen)
    - a. Screening Elements (Planting or Fencing) to reduce Light Pollution from Vehicles
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    - c. Charging Station (Solar)
    - d. Active Spaces for Sports Play
    - e. Active Play Equipment (Table Tennis, Corn Hole, Etc.)
    - f. Exercise Equipment
    - g. Volleyball Court
    - h. Recreation Sports Area

##### 8) TRAFFIC

The Traffic Volume will be 4,000 Trips generated to and from this site

##### 9) UTILITIES

SF - 50'	36.3 Ac.	190 Lots	190 LUES
SF - 60'	23.3 Ac.	82 Lots	82 LUES
Commercial	2.5 Ac.	1 Lot	50 LUES
	62.1 Ac.		322 LUES

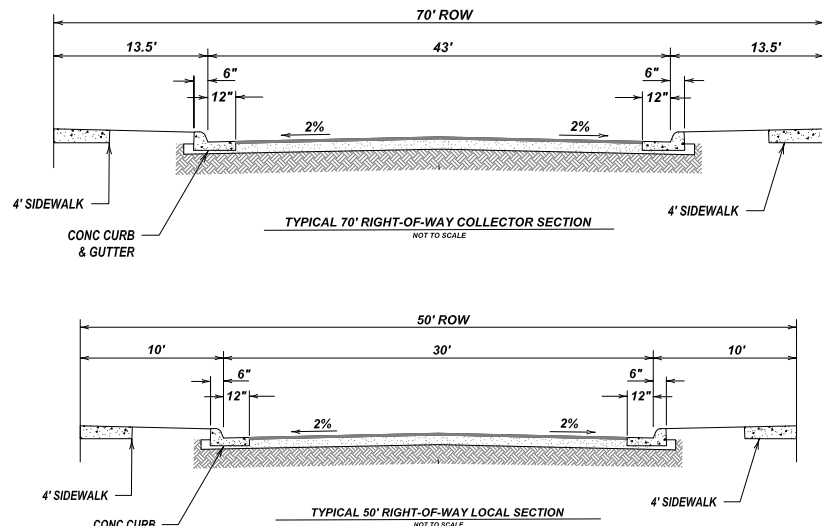
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- D. CLUB OR LODGE, ATHLETIC FACILITY, RESTAURANT, AND THEATER.
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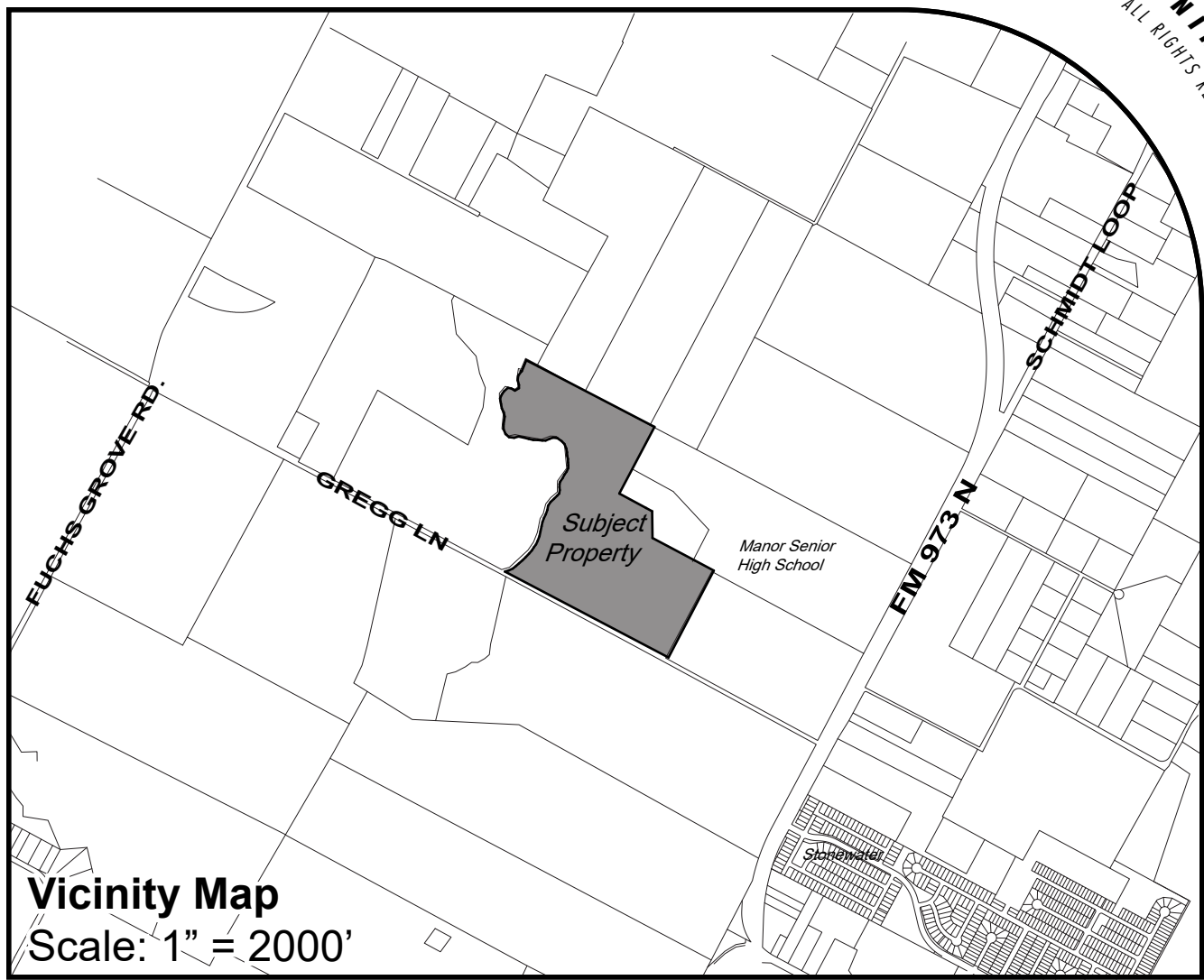


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Lot Coverage-Res Main + Accessory	50%	65%
Lot Coverage-Comm. Main	60%	85%
Lot Coverage-Comm. Main + Accessory	70%	85%
Parkland	Non-floodplain	Within floodplain

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY: DR. CHRISTOPHER HARVEY  
MAYOR OF THE CITY OF MANOR, TEXAS



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3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300 DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

# NEWHAVEN PUD

± 90.3 ACRES OF LAND

## ASHTON GRAY DEVELOPMENT

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**META**  
PLANNING + DESIGN

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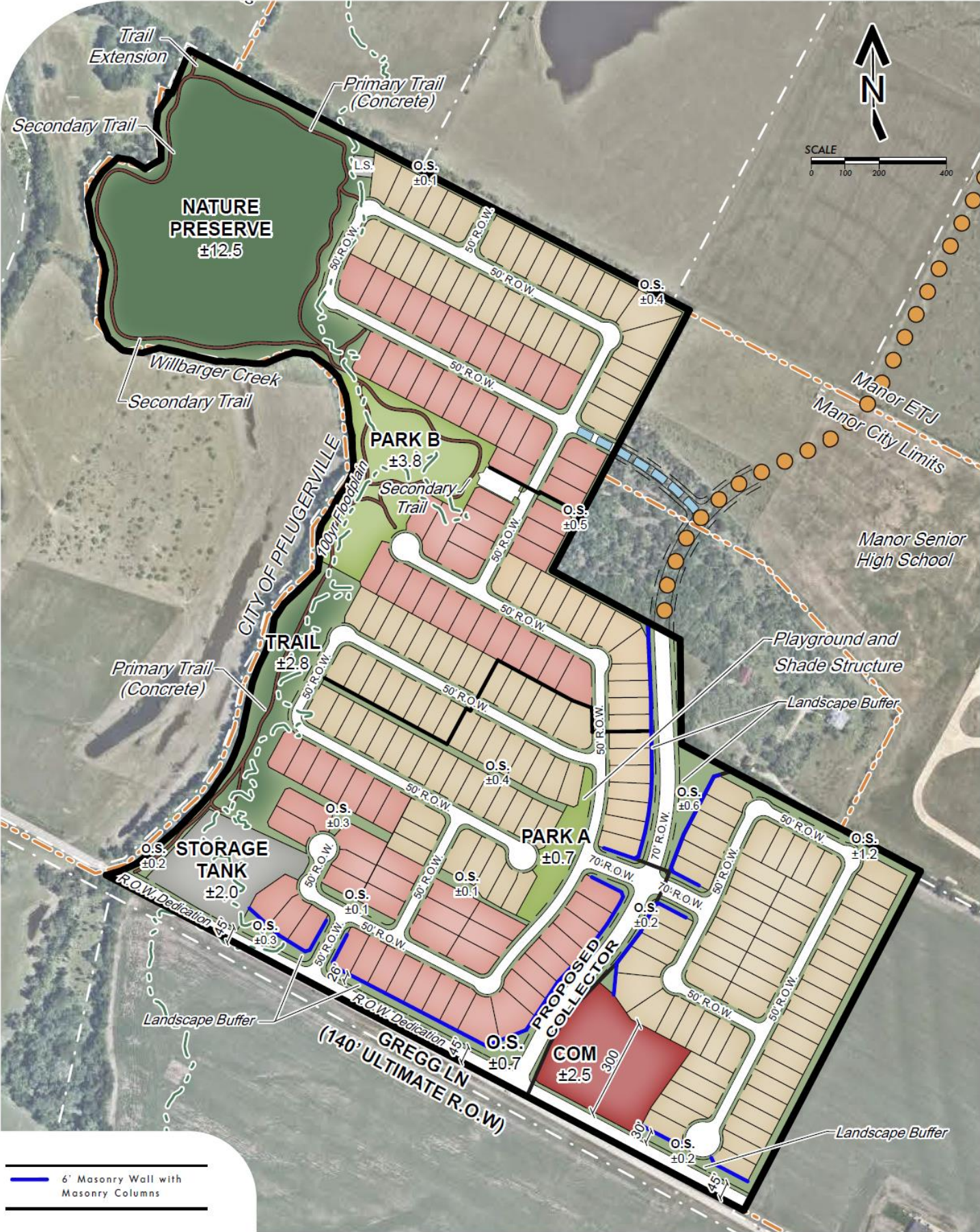
MTA-78007  
DECEMBER 5, 2022

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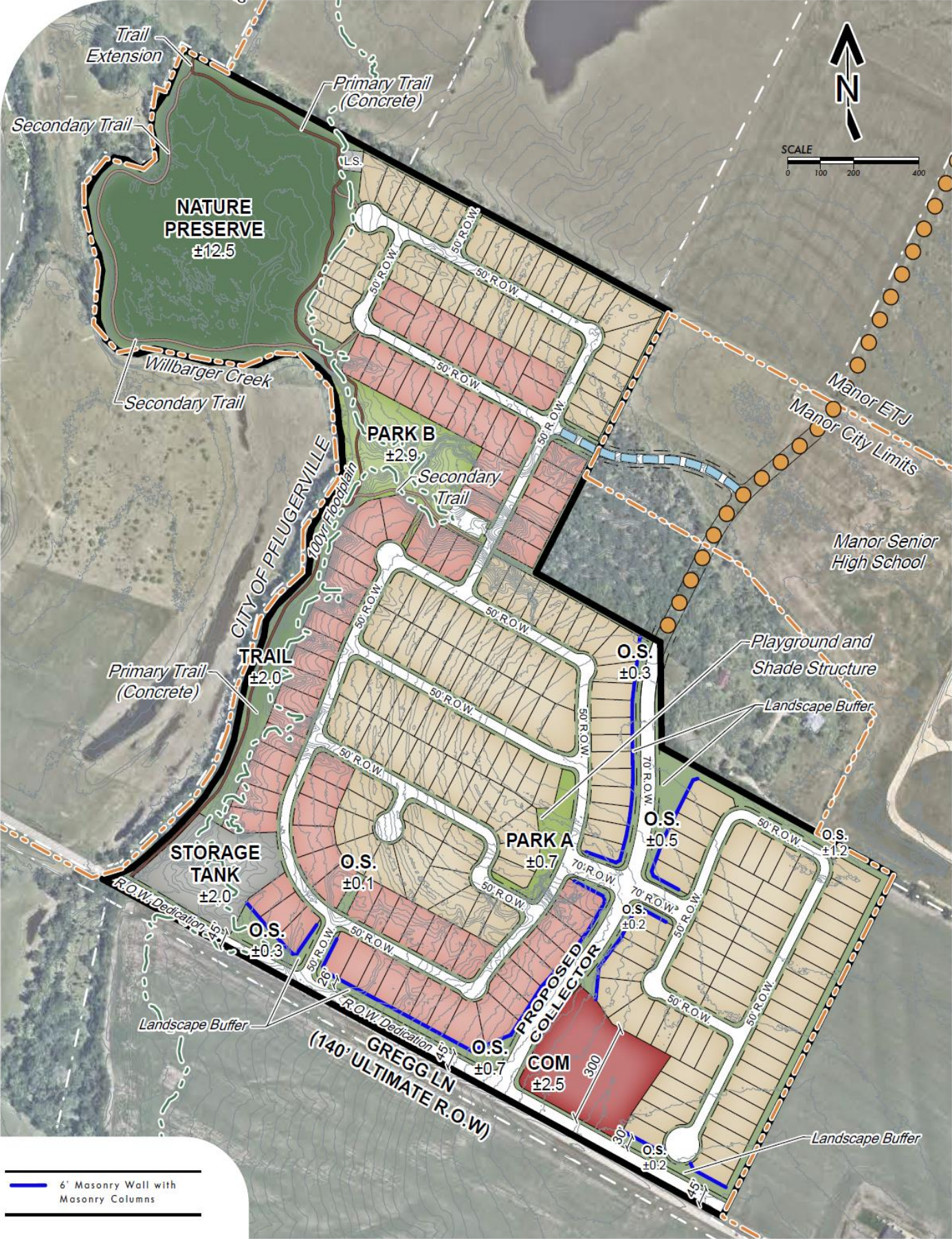
THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY OF COUNCIL.  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY: JULIE LEONARD, CHAIRPERSON



PROPOSED



CURRENT







1500 County Road 269  
Leander, TX 78641

P.O. Box 2029  
Leander, TX 78646-2029

Date: Tuesday, February 20, 2024

Brad Carabajal  
Quiddity Engineering

TX  
bcarabajal@quiddity.com

Permit Number 2024-P-1617-ZO  
Job Address: ,

Dear Brad Carabajal,

The submittal of the revised New Haven PUD Update Site Plans submitted by Quiddity Engineering and received by our office on 2/20/2024, has been reviewed for compliance with the City of Manor Zoning Ordinance 185. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

**Please submit a hard copy of the cover sheet to Scott Dunlop at the City of Manor for signatures. A copy of the signed cover sheet will be uploaded under project files on the my permit now website.**

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Pauline M. Gray'.

Pauline Gray, P.E.  
Lead AES  
GBA



## ORDINANCE NO. 698

### AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING CHAPTER 14, ZONING OF THE CITY OF MANOR, TEXAS CODE OF ORDINANCES REZONING A PARCEL OF LAND FROM AGRICULTURAL TO PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

**Whereas**, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned from the temporary zoning district Agricultural (A) to zoning district Planned Unit Development (PUD);

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

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

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

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

**Section 2. Amendment of Ordinance.** City of Manor Code of Ordinances, Chapter 14, Zoning ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A", attached hereto and incorporated herein as if fully set forth (the "Property"), from the temporary zoning district Agricultural (A) to zoning district Planned Unit Development (PUD) including the PUD site plan as further described in Exhibit "B" attached hereto and incorporated herein as if fully set forth (the "PUD Site Plan").

**Section 4. Amendment of Conflicting Ordinances.** All ordinances and parts of ordinances in conflict with this ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any code or ordinance of the city, the terms and provisions of this ordinance shall govern.

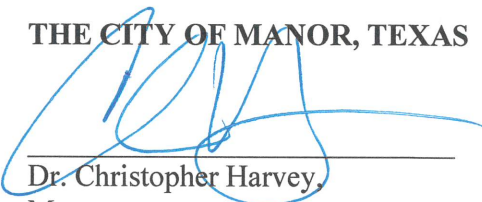
**Section 5. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

**ORDINANCE NO. 698****Page 2**

**PASSED AND APPROVED FIRST READING** on this the 21<sup>st</sup> day of December 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 19th day of April 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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



**EXHIBIT "A"**

## Property Legal Description:

**59.765 ACRES  
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63  
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

**THENCE** North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

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6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;



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- 29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;
- 30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;
- 31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
- 32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

**THENCE** South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2 " rebar with 'Chaparral' cap set;

**THENCE** South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

**THENCE** South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

**THENCE** South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

**THENCE** South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-59.765ac

*Paul J. Flugel* 1-18-2021

Paul J. Flugel  
Registered Professional Land Surveyor  
State of Texas No. 5096  
TBPLS Firm No. 10124500



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**30.580 ACRES  
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63  
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

**THENCE** North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

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7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

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- 30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
- 31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
- 32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
- 33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
- 34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
- 35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
- 36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
- 37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
- 38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
- 39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
- 40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

**THENCE** South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

**THENCE** North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

**THENCE** South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

**THENCE** South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;



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**THENCE** South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

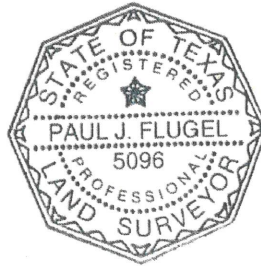
Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-30.580ac

*Paul J. Flugel* 1-6-2021

Paul J. Flugel  
Registered Professional Land Surveyor  
State of Texas No. 5096  
TBPLS Firm No. 10124500



**ORDINANCE NO.**

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**EXHIBIT "B"**  
Planned Unit Development Site Plan  
[attached]



## GENERAL NOTES:

- 1) A MINIMUM FOUR(4) FOOT WIDE CONCRETE SIDEWALK SHALL BE PROVIDED WITHIN THE GREGG LANE LANDSCAPE BUFFER OR THE EXPANDED RIGHT OF WAY FOR GREGG LANE. LOCATION AND ALIGNMENT OF THE SIDEWALK SHALL BE COORDINATED DURING THE PRELIMINARY PLAN STAGE OF DEVELOPMENT.
- 2) THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.
- 3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300' DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

\*Masonry Columns shall be installed approximately 200' apart

## PUD DATA TABLES:

## 1) APPROVED LAND USES

LAND USES	LOTS	ACRES	TOTAL %
OF RESIDENTIAL - TYP. RES. (A1, LOTS 1-2)	26	3.44	40%
OF RESIDENTIAL - TYP. RES. (A1, LOTS 3-4)	22	3.44	26%
COMMERCIAL	2	0.44	5%
UTILITY	2	0.44	3%
WATER/CONSERVATION PRESERVE	12	1.44	17%
LANDSCAPE BUFFER	1	0.44	5%
TOTALS	271	98.3	100%

(Calculation of percentages with rounded values: 10% of 100)

## 2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Lot Size	Height	Setback	Minimum	Maximum	Maximum
1/4 Acre	20' to 25' (20' to 25' to 25')	10'	10'	10'	10'
1/2 Acre	20' to 25' (20' to 25' to 25')	10'	10'	10'	10'
3/4 Acre	20' to 25' (20' to 25' to 25')	10'	10'	10'	10'

\*Corner lots will be required to have an additional 3' of width when adjacent to right of way along the side yard

## 3) LOT COVERAGE

Lot Size	Minimum Building Coverage	Maximum Building Coverage
1/4 Acre	10%	100%
1/2 Acre	10%	100%
3/4 Acre	10%	100%

4) PARKING LOT SCREENING  
IN COMMERCIAL AREAS, OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE, WHICH ADJACENT LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

## 5) LANDSCAPING

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED: THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT WOULD MAKE IMPROVEMENTS IMPRACTICAL.

Lot Size	Net Lot Area	Landscaped Area
1/4 Acre	10%	10%
1/2 Acre	10%	10%
3/4 Acre	10%	10%

NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY DWELLING SHALL BE A MINIMUM OF TWO (2) TWO-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE ON LOTS 50' IN WIDTH OR GREATER.

NOTE: MINIMUM FIFTEEN (15) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE GREGG LANE RIGHT OF WAY, SHALL BE PROVIDED. FOUR (4) MINIMUM THREE (3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES AND DEFINED BY THE MINOR CODE OF ORDINANCES (AND FIFTEEN (15) MINIMUM THREE (3) GALLON SHRUBS SHALL BE PLANTED PER 200 LINEAR FEET OF LANDSCAPE BUFFER.

NOTE: FOR INTERNAL UNLOADED COLLECTOR ROADWAYS, A MINIMUM TEN (10) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE COLLECTOR RIGHT OF WAY, SHALL BE PROVIDED (ONE (1) MINIMUM THREE (3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES DEFINED BY MINOR CODE OF ORDINANCES (AND FIFTEEN (15) MINIMUM THREE (3) GALLON SHRUBS SHALL BE PLANTED PER 50 LINEAR FEET OF LANDSCAPE BUFFER.

## 6) PARKLAND

PARKLAND WILL BE PROVIDED BY FEE-IN-LIEU (\$550.00 PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES

## 7) AMENITIES

- 1) Concrete Primary Trail (Site Constructed)
- 2) Concrete Secondary Trail (Site Constructed)
- 3) Concrete Tertiary Trail (Site Constructed)
- 4) Concrete Quaternary Trail (Site Constructed)
- 5) Concrete Quinary Trail (Site Constructed)
- 6) Concrete Quaternary Trail (Site Constructed)
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## 8) TRAFFIC

The Traffic Volume will be 4,000 Trips generated to and from this site

## 9) UTILITIES

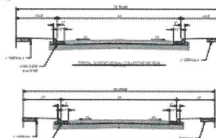
Utility	Location	Depth	Material
Water	Under Road	48"	Concrete
Sewer	Under Road	48"	Concrete
Gas	Under Road	48"	Steel
Electric	Under Road	48"	Steel
Telecom	Under Road	48"	Steel

Water and Wastewater will be provided by City of Manor

## 10) PERMITTED USES - COMMERCIAL C-1

- A. ALCOHOLIC BEVERAGE ESTABLISHMENT, BREWERY, LIQUOR SALES, SMOKE SHOP OR TOBACCO STORE.
- B. AUTO/SHOP PARTS AND SERVICE, BUSINESS SUPPORT SERVICES, GENERAL RETAIL, BUSINESS SERVICES, GENERAL RETAIL, SALES (GENERAL), LAUNDRY SERVICES (SELF) AND OFF-SITE ACCESSORY PARKING.
- C. CHANGING CENTER, GOVERNMENT FACILITIES, OFFICES, GOVERNMENT, SCHOOL, BOARDING, SCHOOL, BUSINESS OR TRADE, SCHOOL, PRIVATE OR PAROCHIAL AND SCHOOL, PUBLIC.
- D. CLUB OR LODGE, ATHLETIC FACILITY, RESTAURANT AND THEATER.
- E. COMMUNICATION SERVICES OR FACILITIES, CONSTRUCTION EQUIPMENT SALES (MINOR), CONSUMER REPAIR SERVICES, PERSONAL IMPROVEMENT SERVICES, PERSONAL SERVICES, RELIGIOUS ASSEMBLIES AND UTILITY SERVICES, MINOR.

## 11) CROSS SECTIONS



## 12) LIST OF ALL REQUESTED VARIANCES

Item	Standard Code	Variance Requested
1. Minimum Lot Size	10,000 sq. ft.	2,000 sq. ft.
2. Minimum Lot Area	10,000 sq. ft.	2,000 sq. ft.
3. Minimum Lot Width	10,000 sq. ft.	2,000 sq. ft.
4. Minimum Lot Depth	10,000 sq. ft.	2,000 sq. ft.
5. Minimum Lot Area	10,000 sq. ft.	2,000 sq. ft.
6. Minimum Lot Width	10,000 sq. ft.	2,000 sq. ft.
7. Minimum Lot Depth	10,000 sq. ft.	2,000 sq. ft.
8. Minimum Lot Area	10,000 sq. ft.	2,000 sq. ft.
9. Minimum Lot Width	10,000 sq. ft.	2,000 sq. ft.
10. Minimum Lot Depth	10,000 sq. ft.	2,000 sq. ft.

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY OF MANOR, TEXAS.

DATED THIS 10th DAY OF 2022, BY

ATTEST: CHRISTOPHER HANLEY, MANOR OF THE CITY OF MANOR, TEXAS

APPROVED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS.

DATED THIS 10th DAY OF 2022, BY

ATTEST: CHRISTOPHER HANLEY, MANOR OF THE CITY OF MANOR, TEXAS

a planned unit development  
final site plan for

# NEWHAVEN PUD

± 90.3 ACRES OF LAND  
prepared for

## ASHTON GRAY DEVELOPMENT

LAND PLANNER

### META

PLANNING + DESIGN

24273 Katy Freeway, Ste. 100  
Katy, Texas 77494  
Tel: 281-810-1422

ENGINEER

QUIDDITY

2100 Alvin Avenue Blvd, Suite 100  
Austin, Texas 78741  
Tel: 512-441-8892  
www.quiddity.com

APPLICANT:

DRENNER GROUP, PC  
200 Lee Barton Drive, SUITE 100  
Austin, Texas 78704

SCALE

MTA-78007  
DECEMBER 5, 2022

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. THIS DRAWING IS A GRAPHIC REPRESENTATION AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAIN, AND/OR ENVIRONMENTAL, AS THEY RELATE TO THIS DRAWING, AND WARRANTS, EXPRESS OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTERPRETED ADDITIONALLY. NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



2/28/2024

## City of Manor Development Services

### Notification for a PUD Amendment

Project Name: New Haven PUD Update  
 Case Number: 2024-P-1617-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Planned Unit Development (PUD) amendment for the New Haven Subdivision being located at the corner of Gregg Ln and FM 973, Manor, Tx. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Planned Unit Development (PUD) amendment for the New Haven Subdivision being located at the corner of Gregg Ln and FM 973, Manor, Tx**

***Applicant: Quiddity Engineering***  
***Owner: Gregg Lane Dev., LLC***

The Planning and Zoning Commission will meet at 6:30PM on March 13, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City of Manor City Council will meet at 7:00PM on March 20, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The purpose of this amendment is to alter the number of residential lots, increase park/openspace acreage, and change the street layout within the subdivision.

You are being notified because you own property within 300 feet of the property for which this Planned Unit Development (PUD) amendment has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

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



RUST CREEK LLC  
9606 OLD MANOR RD #1  
AUSTIN, TEXAS 78724-1114

15701 ANDERSON ROAD MANOR LLC  
109 GROSEBECK LN  
LEANDER, TEXAS 78641-4036

PFLUGERVILLE ISD  
PO BOX 589  
PFLUGERVILLE, TEXAS 78691-0589

AQUA WATER SUPPLY CORP  
PO BOX P  
BASTROP, TEXAS 78602-1989

FORTUNE LAND INVESTMENTS LLC  
223 DAKOTA DR  
CEDAR PARK, TEXAS 78613-7826

LUTZ JAMES T & ALEXANDRA CARRILLO  
14812 N F M RD 973  
MANOR, TEXAS 78653

BOARD OF TRUSTEES OF THE MANOR  
533 HIWASEE ROAD  
WAXAHACHIE, TEXAS 75165-6448

57 ACRES ANDERSON RD MANOR LLC  
109 GROSEBECK LN  
LEANDER, TEXAS 78641-4036

MONARCH RANCH AT MANOR LLC  
310 ENTERPRISE DR  
OXFORD, MISSISSIPPI 38655-2762

GAB MANOR LLC  
4517 THREE ARROWS CT  
CEDAR PARK, TEXAS 78613-4838

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 3, 2024  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Development Agreement establishing development standards for Exxon Price Sign.

### BACKGROUND/SUMMARY:

Our sign code (Section 15.04.018(15)) only permits electronic signs by development agreement, and with that development agreement, any non-conforming outdoor lighting needs to be brought into compliance with current codes, or if it's a new development, then the outdoor lighting must remain in compliance with our outdoor lighting code.

This property is existing and has non-conforming outdoor light fixtures. The electronic sign was allowed to be installed while this agreement was completed and the plan for how the lighting would be brought into compliance was reviewed. Under the agreement, the total lumen count for the property is 61,000, but they propose 38,580. Some fixtures on the front of the building have already been modified to fully shielded ones so they no longer project light above a horizontal plane and into oncoming traffic on US 290.

**LEGAL REVIEW:** Yes, Deron Henry, Associate Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Agreement

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Development Agreement establishing development standards for Exxon Price Sign and authorize the City Manager to execute.

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

## DEVELOPMENT AGREEMENT ESTABLISHING DEVELOPMENT STANDARDS FOR EXXON PRICE SIGN DEVELOPMENT

This Development Agreement Establishing Development Standards for the EXXON PRICE SIGN Development (the "Agreement") is made and entered into, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the **City of Manor, Texas**, a Texas home rule municipal corporation (the "City"), and V&S Enterprises, LC (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

### Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 0.610 acre tract located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for the **EXXON PRICE SIGN** (the "Development"). The Developer desires that the City allow for the placement and installation of an **EXXON PRICE SIGN** more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes (the "Electronic Sign") on the Property in accordance with the development standards set forth herein regarding the Electronic Sign and for the City to be able to enforce the development standards set forth herein through its sign permit and inspection processes by this Agreement.
- (b) The Developer will benefit from the placement and installation of the Electronic Sign for the Development; and the City enforcing the development standards as set forth herein. The City will benefit from this Agreement by having assurance regarding certain development standards for the Electronic Sign being placed and installed as part of the Development, having certainty that such development standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

### Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from 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 upon the removal of the Electronic Sign described in Exhibit B.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6 herein.

### Section 3. Development Standards.

- (a) **Development Requirements.** The Sign shall be placed and installed on the Property as

described in **Exhibit B** and in accordance with the development standards set out in the City's Code of Ordinances, Chapter 15, Site Development, Section 15.04.018.

- (b) **Sign Permit.** The Developer acknowledges and agrees that compliance with Section 3(a) above will be a condition of issuance of the sign permit. Developer further agrees that the City may use its permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of the sign application and plans, stop work orders, and disapproval of inspections for the sign application and/or work that does not comply with this Agreement. The Application and plans for a sign permit must demonstrate compliance with this Agreement in order for a sign permit to be issued. The application for the sign permit must be in compliance with this Agreement, as well as the Applicable Regulations, as herein defined, in order for such application to be approved and the sign permit issued. Plans demonstrating compliance with this Agreement must accompany the sign permit application and will become a part of the approved permit. The Electronic Sign constructed on the Property must comply with this Agreement and the Applicable Regulations for a sign permit to be issued.

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

**Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.**

- (a) Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

**Section 6. Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific



performance, equitable legal remedy not inconsistent with this Agreement or remedies provided by City Ordinances. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

**Section 7. Reservation of Rights.** To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

**Section 8. Attorneys Fees.** In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

**Section 9. Waiver.** Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

**Section 10. Force Majeure.**

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

**Section 11. Notices.** Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

**V&S Enterprises, LC**  
**3267 Bee Cave Rd**  
**Suite 107 PMB 92**  
**Austin, TX 78746**

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

**Section 12. Waiver of Alternative Benefits.** The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

**Section 13. Severability.** Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

**Section 14. Agreement and Amendment.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

**Section 15. No Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

**Section 16. 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.

**Section 17. Effective Date.** The Effective Date of this Agreement is the defined date set forth in the first paragraph.

**Section 18. Texas Law Governs.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

**Section 19. Captions.** The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

**Section 20. 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.

**Section 21. Authority.** Each party hereto warrants that each has the full legal authority to execute and deliver this Agreement. In addition, the individual who executes this Agreement on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

**Section 22. Anti-Boycott Verification.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts

Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

**Section 23. Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**Section 24. Anti-Boycott Verification – Energy Companies.** The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Second Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

**Section 25. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations.** The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Second Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.



**Section 26. Time is of the Essence.** It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**Section 27. Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

**Exhibit A** – Property Description

**Exhibit B** – Sign Description

**Section 28. Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

*[SIGNATURES ON FOLLOWING PAGES]*

EXECUTED in multiple originals as of the Effective Date.

**CITY:**

**City of Manor, Texas**

a Texas home-rule municipal corporation

Attest:

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

Name: Lluvia T. Almaraz

Title: City Secretary

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

Name: Scott Moore

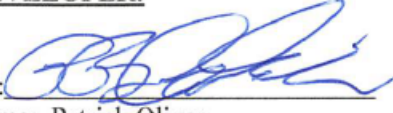
Title: City Manager

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Scott Moore, City Manager of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
 Notary Public, State of Texas

**DEVELOPER:**By: 

Name: Patrick Oliver

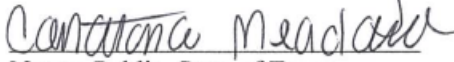
Title: Vice President V&amp;S Enterprises, LC

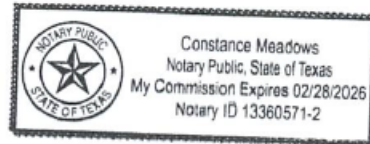
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 26 day of OCTOBER, 2022, by Patrick Oliver Vice President of V&S, a limited liability company, on behalf of said company.

(SEAL)

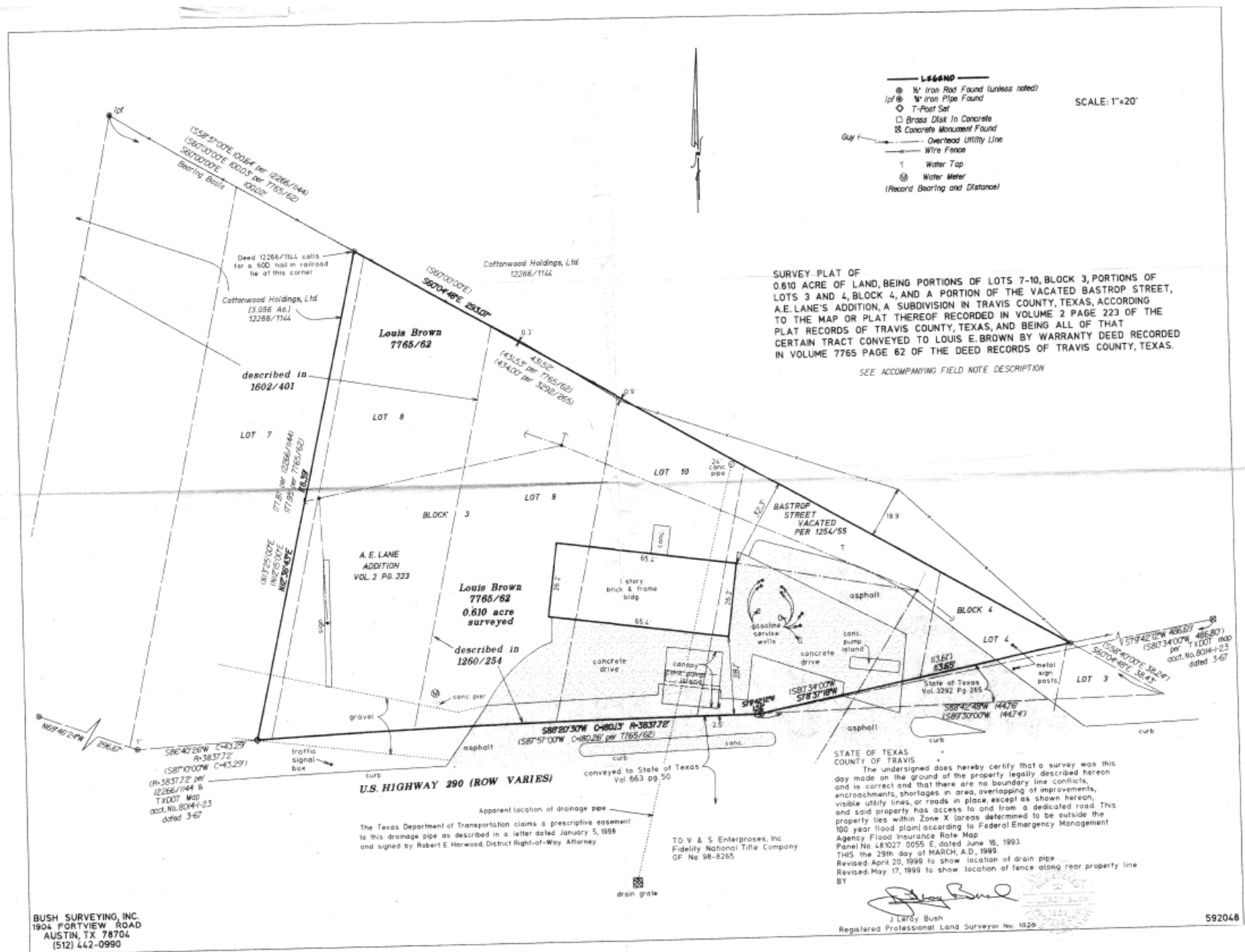
  
Notary Public, State of Texas



## EXHIBIT A

[Attached hereto]





## **EXHIBIT B**

[Attached hereto]

### Custom Exxon Sign System

New 36" x 62-1/2" TP Sign - 10"depth, Pinnacle LED illuminated

Exxon - Pan formed embossed face

New 20" x 62-1/2" TP Sign - 10"depth, Pinnacle LED illuminated

Synergy - Pan formed face

New 42" x 62-1/2" TP Sign - 10"depth, Pinnacle LED illuminated

1P Price - Pan formed debossed face

Regular - 18" Red Dak FL-3000 LEDs & Custom Cash-Credit Flasher (1H2W)

**Flasher to read: Exxon Card, Cash, Credit-Debit**

New 24-1/2" x 62-1/2" TP Sign - 10"depth, Pinnacle LED illuminated

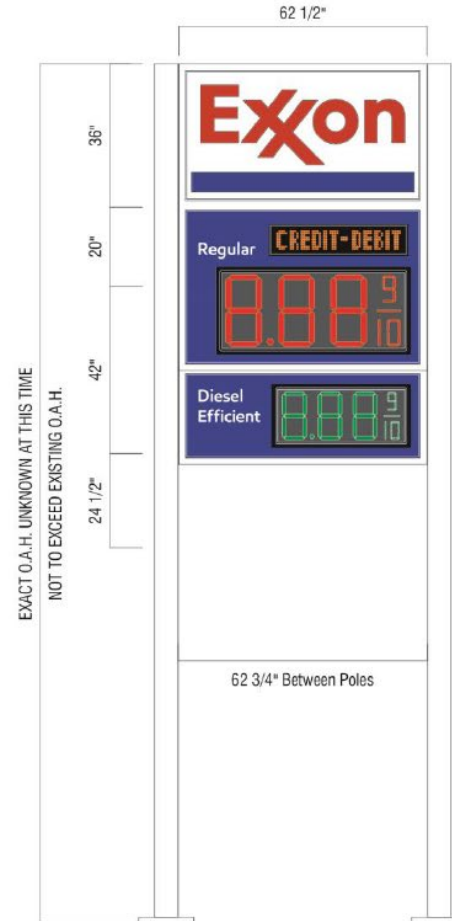
1P Price - Pan formed debossed face

Diesel Efficient - 12" Green Dak FL-3000 LEDs

Note: EMprint Semibold font style



Existing



Proposed



1251 Washington St Suite 245 Grafton, WI 53024  
262.377.2975 - Phone 262.377.3193 - Fax

Other Office Locations:  
Los Angeles - Oceanside - Las Vegas  
Tacoma - Kansas City - Willowbrook  
Milwaukee - Eufess - Houston  
San Antonio - Atlanta  
Tampa - Daytona Beach

Building Quality Signage For American Business

Revisions:

1 Changed to custom signs...BL 07.15.21

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Account Rep:

Project Manager: Elissa Robbins

Drawn By: Brenda Lammers

Project / Location:

**ExxonMobil**  
10555 Hwy 290  
Manor, TX

This original drawing is provided as part of a  
planned project and is not to be exhibited, copied or  
reproduced without the written permission of  
Federal Health Sign Company LLC or its  
authorized agent.

Job Number: Ex213215.E

File Name:

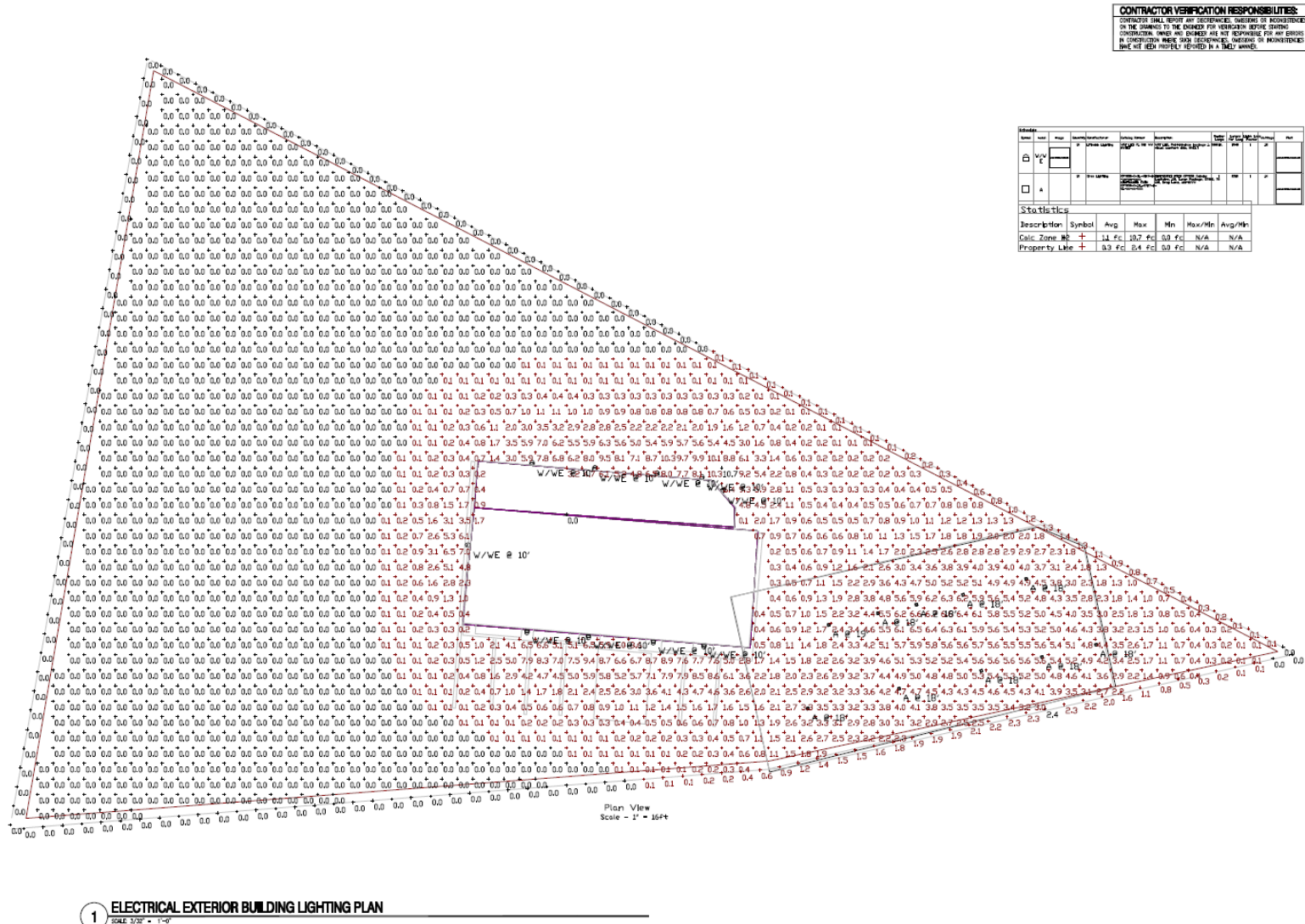
Date: 05.20.21

Sheet Number: 1 of 1

Design Number:

Approved ☐ Approved w/changes ☐

Signature: Date:



**CONTRACTOR VERIFICATION RESPONSIBILITIES:**  
CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LOCATIONS OF HOISTING POINTS, AND THE SHOWN TO BE CORRECT FOR VERTICALITY BEFORE STARTING. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ERRORS IN CONSTRUCTION. THESE DIMENSIONS, LOCATIONS OF HOISTING POINTS, AND THE SHOWN TO BE CORRECT FOR VERTICALITY SHALL NOT BE USED PROPERLY IN ANY CASE.

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**EXON MANOR**  
11106 EAST US HWY 280  
MANOR, TEXAS 78653  
EXTERIOR LIGHTING

**STATE OF TEXAS**  
EXON MANOR  
EXTERIOR LIGHTING

**DATE ISSUED**  
01/24/2023

**REVISION**

NO.	DATE	BY
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**FILE NAME**  
23-2001-0

**PROJECT NO.**  
E102





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 3, 2024  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas amending Manor Code of Ordinances Chapter 13 Utilities by amending the chapter title, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing a severability clause, providing savings, effective date, and open meetings clauses, and providing for related matters.

### BACKGROUND/SUMMARY:

Phase 1 of the city's proposed stormwater utility was approved in April 2022. Phase 1 included an assessment of the city's needs, the feasibility of a stormwater utility, and a draft rate model. Phase 2 was approved in July 2023 and it included finalizing the rate model and data necessary to implement the fee, if approved, and assisting with public outreach, when conducted. Phase 3 was approved in February 2024 and included the consultant, Raftelis, implementing the fee into our billing system.

As was provided for in the rate model, the proposed drainage fee per single-family home is \$6.50 per month, with non-single family properties paying based on the amount of impervious cover on the property. At the July 19, 2023 City Council meeting, staff was provided direction from the City Council to proceed with a starting rate of \$6.50 per ERU.

This draft ordinance is presented to the City Council for review prior to its publication as required by state law. The ordinance is planned to be published on April 12<sup>th</sup>, April 19<sup>th</sup>, and April 26<sup>th</sup> in the Manor Journal. It will come back to the City Council for approval at the May 15<sup>th</sup> meeting.

The draft ordinance adds the drainage utility to the city's code of ordinances and includes: creation of a utility fund, billing procedures, appeals, penalties, and exemptions. It does not set the rate, as that will be done by a separate ordinance through an amendment to the city's fee schedule at the May 15<sup>th</sup> City Council meeting.

This ordinance exempts all allowable properties under the State code. Section 552.053 Texas Local Gov't Code provides that a municipality MAY exempt a governmental entity and their property including: the state, a county, a municipality, a school district and open-enrollment charter school, and religious organizations. Furthermore, the ordinance SHALL exempt property with proper construction and maintenance of a wholly sufficient and privately owned drainage system; property held and maintained in its natural state until such time that the property is developed and all the public infrastructure constructed has been accepted by the municipality in which the property is located for maintenance; and a subdivided lot until a structure has been built on the lot and a

certificate of occupancy has been issued by the municipality in which the property is located. This ordinance exempts the State, Travis County, MISD and charter schools, the City, and religious organizations along with the other required exemptions.

- Would the City Council like to maintain all allowable exemptions?

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** Yes, will create new revenue dedicated to the city's stormwater system  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Draft Ordinance

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council discuss and provide direction to city staff regarding the proposed Stormwater Drainage Utility Ordinance.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
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## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING CHAPTER 13, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY AMENDING THE TITLE FOR ARTICLE 13.02; ADDING DIVISION 6 TO ARTICLE 13.02; AMENDING DEFINITIONS; DECLARING STORMWATER DRAINAGE TO BE A PUBLIC UTILITY; ESTABLISHING A MUNICIPAL STORMWATER UTILITY SYSTEM; PROVIDING FOR THE ESTABLISHMENT AND CALCULATIONS OF STORMWATER DRAINAGE UTILITY CHARGES AND CREDITS; PROVIDING PENALTIES AND APPEALS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the City of Manor, Texas (the “City”) is a home rule municipality having the full power of local self-government pursuant to its Charter, Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Texas Local Government Code; and

**Whereas**, the City manages stormwater runoff through the provision of public works services related to street maintenance and drainage, and service provision previously have been insufficient, at times allowing flooding on streets and private properties, and threatening public health and safety; and

**Whereas**, inadequate management of accelerated runoff of stormwater resulting from development throughout a watershed increases flows and velocities, threatens public health and safety, contributes to erosion and sedimentation, overtakes the carrying capacity of streams and storm sewers, greatly increases the cost of public facilities to carry and control stormwater, undermines floodplain management and flood control efforts in downstream communities, reduces groundwater recharge, and increases non-point source pollution of water resources; and

**Whereas**, a comprehensive program of stormwater management, including reasonable regulation of development and activities causing accelerated runoff, is fundamental to the public health, safety and welfare and the protection of people of the state, their resources and the environment; and

**Whereas**, stormwater is an important water resource, which provides groundwater recharge for water supplies and base flow of streams, which also protects and maintains surface water quality; and

**Whereas**, federal and state regulations require jurisdictions to implement a program of stormwater controls, and these jurisdictions are required to obtain a permit for stormwater discharges from their separate storm sewer systems under the National Pollutant Discharge Elimination System (NPDES); and

**Whereas**, the City Council of the City of Manor (the “City Council”) finds that an adequate, sustainable source of revenue for stormwater management is needed to protect the

general health, safety, and welfare of the residents of the City; and further, the City Council finds that higher amounts of impervious surface area contribute to greater amounts of stormwater and associated pollutants to the stormwater management system; and

**Whereas,** the City is authorized by Texas Local Government Code Chapter 552, Subchapter C, “Municipal Drainage Utility Systems,” as amended, (the “Act”) to impose a drainage charge with the established service area; and

**Whereas,** in accordance with the Act, notices of a public hearing regarding the ordinance were published and a public hearing on this ordinance held concerning matters set forth herein; and

**Whereas,** as set forth herein, the City Council declares that the stormwater drainage infrastructure and services of the City is a public utility within the meaning of the Act and imposes a charge for such services that allocates stormwater management program costs to benefitted properties based on impervious surface area.

**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 incorporated herein for all purposes as findings of fact.

**SECTION 2. Amendment of Code of Ordinances.** The City Council hereby amends Chapter 13, Utilities of the Manor Code of Ordinances to amend the title for Article 13.02, add Division 6 to Article 13.02, amend definitions, declare stormwater drainage to be a public utility, establish a municipal stormwater utility system, provide the establishment and calculations of stormwater drainage utility charges and credits, and provide penalties and appeals as provided for in Sections 3 through 5 of this Ordinance.

**SECTION 3. Amendment of Article 13.02 title.** The title for Article 13.02 is hereby amended in its entirety to read as follows:

“Article 13.02 – Water, Wastewater, Solid Waste, and Stormwater Rates and Services Policies”.

**SECTION 4. Amendment of Section 13.02.003 Definitions.** Section 13.02.003 of Article 13.02 is hereby amended as follows:

(a) The following definitions are hereby added in alphabetical order to read as follows:

“*Adjustment Factor* means a number established by ordinance to be used in the drainage charge calculation to account for the percent of impervious cover on a benefitted property.

*Benefitted property* or *property* means a lot or tract of real property to which drainage service is made available under this article and which is located within the service area.

*Cost of service* as applied to stormwater utility system service to any benefitted property, means:



- (1) The prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements, and interests in land relating to structures, equipment, and facilities used in stormwater quality treatment and draining the benefitted property;
- (2) The prorated cost of the acquisition, construction, repair, and maintenance of structures, equipment, and facilities used in stormwater quality treatment and draining the benefitted property;
- (3) The prorated cost of architectural, engineering, legal, and related services, plans and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incident to planning, providing, or determining the feasibility and practicability of structures, equipment, and facilities used in stormwater quality treatment and draining the benefitted property;
- (4) The prorated cost of all machinery, equipment, furniture, and facilities necessary or incident to the provision and operation of stormwater quality treatment and draining the benefitted property;
- (5) The prorated cost of funding and financing charges and interest arising from construction projects and the start-up cost of a stormwater facility used in stormwater quality treatment and draining the benefitted property;
- (6) The prorated cost of debt service and reserve requirements of structures, equipment, and facilities provided by revenue bonds or other stormwater utility revenue-pledge securities or obligations issued by the city; and
- (7) The prorated administrative costs of a stormwater utility system.

*Customer class* means the land use, single family residential (SFR) or non-single family residential (NSFR), that the property is assigned to be based on the predominant use of the parcel.

*Drainage* means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

*Director* means the director of the Public Works Department, or their designees.

*Equivalent residential unit (ERU)* means the basic billing unit for the stormwater charge.

*Facilities* means the property, either real, personal, or mixed, that is used in providing stormwater service and included in the stormwater system.

*Impervious cover* means roads, streets, parking areas, buildings, sidewalks and other construction covering the natural land surface that is impenetrable to stormwater. Compacted dirt or gravel used for vehicular traffic, parking, and other uses is considered impervious cover for the purposes of this section.

*Improved lot or tract* means a lot or tract that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure or improvement.

*Public utility* means a stormwater service that is regularly provided by the city through municipal property dedicated to that service to the users of benefitted property within the service area and that is based on:

- (1) An established schedule of charges;
- (2) The use of the police power to implement the service; and
- (3) Nondiscriminatory, reasonable, and equitable terms as declared under this chapter.

*Service area* means the geographic area that will be served by the city's stormwater utility, established in section 13.02.302.

*Stormwater charge* means:

- (1) The levy imposed to recover the cost of service to the city in furnishing stormwater service for any benefitted property; and
- (2) If specifically provided by ordinance, an amount made in contribution to funding of future stormwater system construction by the city.

*Stormwater Code* means the specific stormwater code applied to any benefitted property within the service area. The codes are as follows: Single Family Residential (SFR), Non-Single Family Residential (NSFR), and Exempt (EX).

*Stormwater facilities* means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

*Stormwater system* means the stormwater utility system owned or controlled, in whole or in part by the city, including the city's existing stormwater facilities, materials, and supplies and any stormwater facilities, materials, and supplies hereafter constructed or utilized, and dedicated to the service of benefitted property, and including provision for additions to the system. The drainage system is also known as a municipal separate storm sewer system, or MS4, meaning that the storm sewers are a separate system not connected with the sanitary sewer system.

*Utility Customer* means the person or entity receiving the benefit of, or responsible for payment for, City utility service, such as water, wastewater, solid waste, and drainage.

*User* means the person who owns or occupies a benefitted property.

*Wholly sufficient and privately owned stormwater system* means land owned and operated by a person other than a municipal stormwater utility system the drainage of which does not discharge into a creek, river, slough, culvert, or other channel that is part of a municipal stormwater utility system.”

(b) the definition for “Customer” is deleted in its entirety.

**SECTION 5. Amendment of Article 13.02 – Water, Wastewater, Solid Waste, and Stormwater Rates and Services Policies.** Article 13.02 is hereby amended to add Division 6. – Stormwater Utility as follows:

## **“Division 6. – Stormwater Utility**

### **Sec. 13.02.300 Establishment and dedication of utility assets.**

The city council establishes the city stormwater utility as a public utility and dedicates to the utility all city-owned property, real and personal, facilities, materials and supplies constituting the city's drainage system as constituted on the effective date of this article and as may be acquired in the future, to be used for the purpose of the stormwater utility.

### **Sec. 13.02.301. Establishment and revisions to stormwater utility service area.**

- (a) The city council establishes the stormwater utility service area as the city limits of the city, as presently configured and as the same may be amended from time to time.
- (b) Except as affected by amendments to the city limits, revisions to the service area will be made only after the publication of notice and a public hearing as required by state law.

### **Sec. 13.02.302. Establishment and revision of stormwater charges; credits.**

- (a) The city council establishes stormwater charges to be paid by users of benefitted property in the service area. The determination of the stormwater charges is deemed nondiscriminatory, reasonable and equitable to provide for the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction and administration of the stormwater utility.
- (b) The stormwater charges will be set by separate ordinance based on the following factors:
  - (1) The amount of impervious cover on the benefitted property;
  - (2) The predominant developed use of the benefitted property; and
  - (3) The number of equivalent residential units (ERUs) on the benefitted property.
- (c) The category that applies to each benefitted property will be determined within the guidelines set forth herein and set the charge in accordance with the category of use and the following factors:
  - (1) *Customer class.* Each benefitted property will be placed in a specific category of land use, also known as customer class, based upon the actual use of the property. These customer class categories will include single family residential, non-single family residential, and exempt. The stormwater codes associated with these customer classes are single family residential (SFR), non- single family residential (NSFR), and exempt (EX). The single family residential customer class is billed based impervious cover it falls within, the non-single family residential customer class is billed based on calculated impervious cover on the site, and exempt customer class is a use that

falls into an exempt category per V.T.C.A., Local Government Code, § 552.053 and sec. 13.02.309.

- (2) *Impervious cover.* The amount of impervious cover existing on each benefitted property. Impervious area for parcels shall be inventoried from information established by the Travis County Appraisal District, from geographic information system records, from aerial photography and from site plans or plats available for properties within the city. The impervious area measured in square feet as obtained from these database sources, site plans or other survey or engineering calculations shall be used to establish the relative stormwater runoff potential for each customer class and among parcels within each customer class.
- (3) *Residential units.* The number of residential units existing on a particular benefitted property. For the purposes of the drainage utility, residential structures with one to four residential units are in the single family residential customer class and residential structures with more than four units are in the non-single family residential customer class.
- (4) *Stormwater Code.* Based on the customer class and impervious cover on a benefitted property, a stormwater code is assigned to the account.
  - (A) Residential class accounts are all Single Family Residential (SFR) units. (1 ERU)
  - (B) Non-single family residential properties (NSFR) are all remaining non-residential properties such as commercial, industrial, retail, government, multi-family with more than four units, religious, non-profit, and the like.
  - (C) Exempt properties (EX) are those that are exempted from paying a drainage fee based on the criteria outlined in this division.
- (d) The monthly charge for each lot or parcel will be calculated equitably and proportionally using an ERU impervious-based billing structure. One ERU is established as 2,730 square feet based on a review of all existing single-family residential properties within the service area. Each residential account is billed according to its stormwater code. A non-single family residential property is billed based on the total amount of impervious cover associated with the non-single family residential use divided by the ERU value of 2,730 square feet. (i.e. NSFR bill charge = total impervious cover/2,730\* current stormwater utility fee).
- (e) The monthly charge per ERU is established in a separate ordinance and is based on the revenue required to support the stormwater utility divided by the total number of ERUs to be billed.



- (f) The city council reserves the right to adjust the stormwater charges by separate ordinance from time to time.
- (g) Billing of the stormwater charge against each benefitted property within the service area will be accomplished by a stormwater utility charge listing in the monthly city utility bill. Multi-family properties with more than four units on a single parcel will have a stormwater utility bill mailed to the owner of record. These bills will become due and payable, and will be subject to late payment penalties, in accordance with the rules and regulations of the city pertaining to the collection of water and wastewater fees and charges.
- (h) No utility deposit will be required as a precondition to accepting surface flow from a benefitted property in the drainage utility.
- (i) Billing of stormwater charges will occur even when other utilities are disconnected to reflect the on-going discharge from the impervious cover of the benefitted property to the stormwater system.

### **Sec. 13.02.303 Billing**

- (a) The stormwater fee shall be shown as a separate listing on the monthly utility bill from the City. Bills become due in accordance with the provisions of this chapter. If no utility meter serves the benefitted property, the City may establish a non-metered utility account using the utility billing system and shall bill the drainage charge to the utility customer for the non-metered utility account.
- (b) *Order of Billing.* If more than one utility customer is associated with a benefitted property, the City shall bill the fee to the owner of the benefitted property unless:
  - (1) The benefitted property is a single family, duplex, triplex, or fourplex residence, in which case the City shall divide the fee equally among the utility customers and bill the utility customers accordingly;
  - (2) The benefitted property includes a utility customer at a secondary residence, in which case the City shall bill the utility customer associated with the primary residence;
  - (3) The owner of the benefitted property cannot reasonably be determined or located, in which case the City shall determine an equitable method to allocate the fee among the utility customers based upon information available and bill the utility customers accordingly; or
  - (4) The owner of the benefitted property is exempt under this chapter or state law, in which case the City shall determine an equitable method to allocate the fee among the other utility customers based upon information available and bill the utility customers accordingly.

#### **Sec. 13.02.304. Stormwater Utility Fund.**

- (a) A separate fund is established, known as the stormwater utility fund, for the purpose of identifying and controlling all revenues and expenses attributable to the stormwater utility. All drainage charges collected by the city and other monies available to the city for the purpose of drainage will be deposited in the stormwater utility fund. The revenues will be used for the purposes of the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction, administration and other reasonable and customary charges associated with the operation of the stormwater utility. It is not necessary that the expenses from the stormwater utility fund, for any authorized purpose, specifically relate to any particular benefitted property from which the revenues were collected.
- (b) All drainage charges collected under this article will be used solely for creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction, administration and other reasonable and customary charges associated with the operation of the stormwater utility. In the event a portion of the drainage revenues is pledged to retire any outstanding indebtedness or obligation incurred, or as a reserve or amount in any contribution for future construction, repair or extension or maintenance of the utility assets, then the pledged portion of revenues may not be transferred to the general fund.
- (c) The city manager, or their designee, will provide an annual report of the stormwater utility's revenues, expenses and programs to the city council.

#### **Sec. 13.02.305. Delinquent stormwater charges; enforcement.**

Any stormwater charge which is not paid when due may be recovered in an action at law by the city. In addition to other remedies or penalties provided by this chapter, article, or state law, failure of a user of any utility within the service area to pay the stormwater charges when due will subject the user to discontinuance of any other utility services provided by the city. In the event an owner does not pay the charge, a lien can be placed on the property. Furthermore, property that is developed but vacant does not qualify for an exemption and the burden of stormwater utility fees ultimately lies with the property owner, whether a tenant is in place or not. In the event a stormwater utility fee is assessed to a tenant and the tenant moves out, the stormwater utility fee will be assessed to the property owner. In the event a property has no other utilities turned on or is presently vacant but qualifies as a benefitted property, the stormwater utility fee will be assessed to the property owner.

#### **Sec. 13.02.306. Administration; rules and regulations**

- (a) The Director of Public Works will be responsible for the administration of this article. The director will develop rules, regulations and procedures for the administration of stormwater charges, develop maintenance programs, and establish criteria and standards for operation of the stormwater utility system.

#### **Sec. 13.02.307 Appeals.**

- (a) *Appeal of stormwater utility fees to the director.* A utility customer or user who has been charged a stormwater utility fee and believes that the calculation or determination of the stormwater utility fee is incorrect may appeal the fee determination to the director. The director shall evaluate all appeals based on the methodologies for calculating the stormwater utility fee set forth in the stormwater utility fee ordinance.
- (b) *Process.*
- (1) The appeal shall be in writing and set forth in detail the grounds upon which relief is sought. The director shall decide the appeal based upon a preponderance of the evidence. The director shall issue a written decision on the appeal within 30 days from the date that the director receives the appeal.
  - (2) An adjustment resulting from such a request shall be prospective and applied to future billings and may also be retroactive for no more than three months prior to the receipt of the appeal.
- (c) *Supporting information for appeal.* The person filing the appeal may be required, at the person's cost, to provide supplemental information to the director, including but not limited to survey data sealed by a Texas licensed professional land surveyor, engineering reports sealed by a Texas licensed professional engineer qualified in civil engineering, or other documentation that the director deems necessary to properly evaluate the appeal. Failure to provide requested information in a timely manner may result in the denial of the appeal.
- (d) *Appeal of stormwater utility fees to the city council.*
- (1) A utility customer or user may appeal the following decisions of the director to the city council:
    - (A) The applicability of a stormwater utility fee to a parcel;
    - (B) The calculation of applicable stormwater runoff potential for a parcel;
    - (C) The calculation of the stormwater utility fee for a parcel; or
    - (D) The discontinuance of utility service, filing of a lien or other legal actions for non-payment of stormwater utility fees.
  - (2) The utility customer or user shall file a written appeal to the city council with the city secretary within 30 days following receipt of the director's decision. The city council shall hear the appeal within 60 days of receipt of the appeal by the city secretary. Notice of the hearing shall be mailed to the address given in the appeal form or, if no address is given, to the address on the utility billing statement at least 14 days prior to the hearing.
  - (3) The burden of proof shall be on the utility customer or user to demonstrate that the fee is not applicable or that the determination of the value of the fee was not calculated according to the applicable stormwater fee schedule or the methodologies established in the stormwater utility fee ordinance. If applicable, and if not previously submitted to the director, the owner or customer shall submit, with the appeal, a report describing the basis for the appeal. The report shall be prepared by a Texas licensed professional engineer qualified in civil engineering. The failure to submit such a

report shall be considered in determining whether the applicant has met the burden of proof.

- (4) If the appeal is accompanied by a bond or other sufficient security satisfactory to the city attorney in an amount equal to the original determination of the stormwater utility fee due, any discontinued utility services may be reinstated while the appeal is pending.
- (5) At the hearing, the city council shall allow testimony from the applicant, city employees and other interested persons relevant to the appeal. The hearing may be continued from time to time.
- (6) Following the hearing, the city council shall consider all evidence and determine whether the appeal should be granted (in whole or in part) or denied.
- (7) The city council shall complete its review and make a decision about the appeal within thirty (30) days of the hearing. The city council shall apply the standards and review criteria contained in this section.
- (8) The city council's decision shall be final.

#### **Sec. 13.02.308. Exemptions.**

(a) The following properties will be exempt from the provisions of this article:

- (1) A benefitted property described in Section 552.053 of the Texas Local Government Code is exempt from the drainage charge established by this chapter, including:
  - (A) A state agency and property owned by the state;
  - (B) Travis County;
  - (C) Manor Independent School District and open-enrollment charter schools;
  - (D) Emergency Services District 12;
  - (E) The city and property owned by the city; or
  - (F) A religious organization that is exempt from taxation pursuant to Section 11.20, Tax Code.
- (2) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;
- (3) Property held and maintained in its natural state, until the time that the property is developed and all of the public infrastructure constructed has been accepted by the municipality in which the property is located for maintenance; or
- (4) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the municipality in which the property is located.

(b) The user has the burden of proof when claiming an exemption under this article and must provide the director with information reasonably required by the director to make a



determination. Failure to timely provide information requested by the director is a sufficient reason to deny a requested exemption.

**Sec. 13.02.309. Flood; nonpoint source pollution control; liability.**

Floods from drainage runoff may occur which exceed the drainage system's capacity. In addition, surface water stagnation and pollution arising from nonpoint source runoff may occasionally occur which exceeds the capacity of the drainage system. This article does not imply that benefitted properties will always be free from flooding or flood damage, surface water stagnation or nonpoint source pollution or that all possible flood control and water treatment projects to control the quantity and quality of runoff can be constructed cost-effectively. Nothing whatsoever in this article should be construed or be deemed to create additional duties or liability on the part of the city for any damage incurred in any flood or from adverse water quality due to drainage runoff. Nothing in this article should be deemed to waive the city's immunity under state law or affect the need for flood insurance.”

**SECTION 6. Conflicting Ordinances.** The Manor Code of Ordinances is amended as provided herein. 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 govern.

**SECTION 7. Savings Clause.** All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City 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 8. 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 and the City Charter.

**SECTION 9. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 10. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED** on this \_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CITY OF MANOR, TEXAS**

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Dr. Christopher Harvey, Mayor

**ATTEST:**

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Lluvia T. Almaraz, City Secretary



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 3, 2024  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution accepting the petition for voluntary annexation of 1.273 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.

### BACKGROUND/SUMMARY:

This property was initially annexed by Ordinance 345 in April 2008. The property owner at the time received disannexation by Ordinance 369 in September 2009 for the 1.273-acre tract where their home is/was located. Their remaining acreage, 11.354, was annexed a second time by Ordinance 368 in September 2009.

The property has since been sold and the current property owner desires to have the entire property (12.627 acres) within the city limits. They have also applied for zoning to C-2 Medium Commercial and a Specific Use Permit for gas station and related improvements. The zoning and SUP applications will come before the City Council at your April 17<sup>th</sup> meeting.

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

- Resolution No. 2024-08
- Petition
- Survey
- Draft Post Annexation Provision of Services Agreement
- Schedule

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Resolution No. 2024-08 accepting the petition for voluntary annexation of 1.273 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.

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

**RESOLUTION NO. 2024-08**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 1.273 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

**WHEREAS**, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

**WHEREAS**, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and

**WHEREAS**, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

**SECTION ONE:** 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 TWO:** The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the draft agreement for the provision of services shown in Exhibit “B”, are hereby accepted:



Being 1.273 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, and being a portion of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas, said (2.00 acre) tract, being a portion of the certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by Deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, also being a portion of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by Deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas; said 1.273 acre tract being more particularly described in Exhibit "A."

A public hearing is set for the date of April 17, 2024. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit "A" shall control.

**SECTION THREE:** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

**SECTION FOUR:** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that the 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.

**PASSED AND APPROVED** on the 3<sup>rd</sup> day of April 2024.

**THE CITY OF MANOR, TEXAS**

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Dr. Christopher Harvey  
Mayor

**ATTEST:**

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Lluvia T. Almaraz  
City Secretary

**Exhibit “A”  
Subject Property Description  
+/- 1.273 Acres**

**HOLT CARSON, INCORPORATED****PROFESSIONAL LAND SURVEYORS**

Texas Licensed Surveying Firm Registration No. 10050700

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

E-mail: [survey@hciaustin.com](mailto:survey@hciaustin.com)**"TRACT 2"**

January 11, 2022

**FIELD NOTE DESCRIPTION OF 1.273 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THE CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING FOR REFERENCE** at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas;

**THENCE** leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

1.273 Acres

End of Page 1 of 3



1.273 Acres

Page 2 of 3

**THENCE** leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

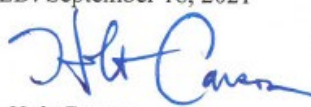
**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

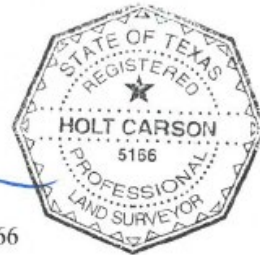
- 1.) **N 39 deg. 26'56" W 14.07 ft.** to a broken concrete highway monument;
- 2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, **N 05 deg. 33'26" E 544.61 ft.**;

**THENCE** leaving the East right-of-way line of F.M. 1100 and re-entering the interior of said (14.16 acre) Purtle tract, with the North line of said (2.00 acre) tract and with the North line of said (4.16 acre) Purtle tract, **N 86 deg. 48'09" E 282.98 ft.** to a calculated point at the Northeast corner of said (2.00 acre) tract, same being the Northeast corner of the herein described tract;

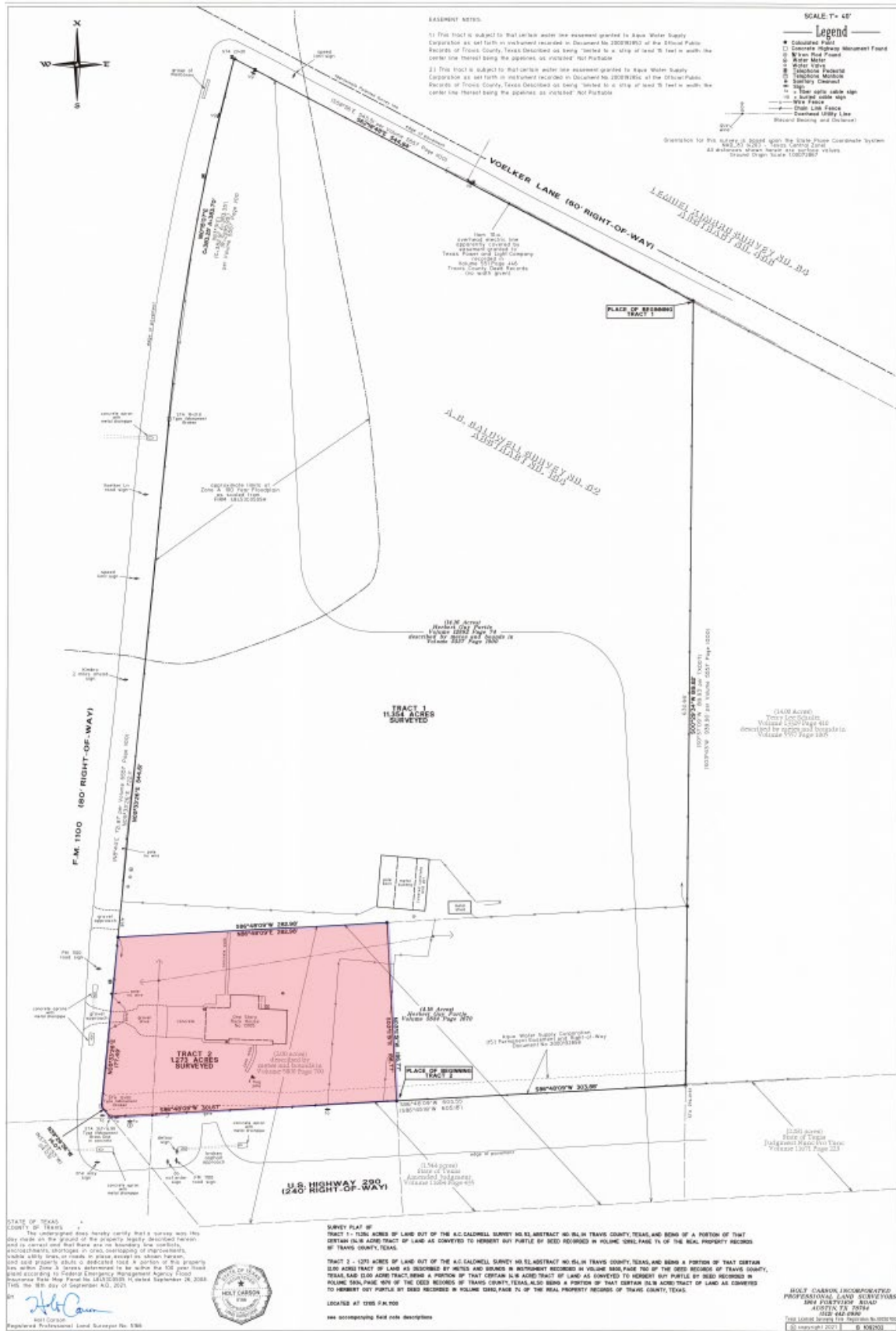
1.273 Acres  
Page 3 of 3

**THENCE** leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'51" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

SURVEYED: September 18, 2021  
BY:   
Holt Carson  
Registered Professional Land Surveyor No. 5166



Reference Map B1092102



**Exhibit “B”**  
**Agreement Regarding Post-Annexation Provision of Services**  
**For Property to be Annexed into the City of Manor**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES  
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and \_\_\_Najib Wehbe a (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

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

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

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

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local



Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

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

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

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

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

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

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

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

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

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

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

- (i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:
  - (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

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

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

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

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

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

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

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

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

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

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

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the

purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be 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. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

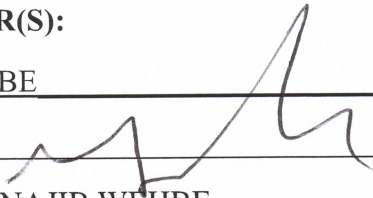
*[signature pages follow]*



**LANDOWNER(S):**

NAJIB WEHBE

**By:**



**Name (print):** NAJIB WEHBE

**Title:** OWNER

**Date:** 03-25-2024

**LANDOWNER(S):**

NAJIB WEHBE

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

**Name (print):** NAJIB WEHBE

**Title:** OWNER

**Date:** 03-25-2024

**Subject Property Description**

# HOLT CARSON, INCORPORATED

## PROFESSIONAL LAND SURVEYORS

Texas Licensed Surveying Firm Registration No. 10050700

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

E-mail: [survey@hciaustin.com](mailto:survey@hciaustin.com)

“TRACT 2”

January 11, 2022

**FIELD NOTE DESCRIPTION OF 1.273 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THE CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING FOR REFERENCE** at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas;

**THENCE** leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

1.273 Acres

End of Page 1 of 3



**1.273 Acres**

**Page 2 of 3**

**THENCE** leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

- 1.) **N 39 deg. 26'56" W 14.07 ft.** to a broken concrete highway monument;
- 2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, **N 05 deg. 33'26" E 544.61 ft.**;

**THENCE** leaving the East right-of-way line of F.M. 1100 and re-entering the interior of said (14.16 acre) Purtle tract, with the North line of said (2.00 acre) tract and with the North line of said (4.16 acre) Purtle tract, **N 86 deg. 48'09" E 282.98 ft.** to a calculated point at the Northeast corner of said (2.00 acre) tract, same being the Northeast corner of the herein described tract;



1.273 Acres  
Page 3 of 3

**THENCE** leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'51" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

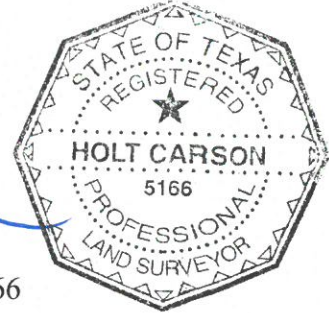
SURVEYED: September 18, 2021

BY:



Holt Carson

Registered Professional Land Surveyor No. 5166



Reference Map B1092102



EASEMENT NOTES:

- 1) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192853 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable
- 2) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192854 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable

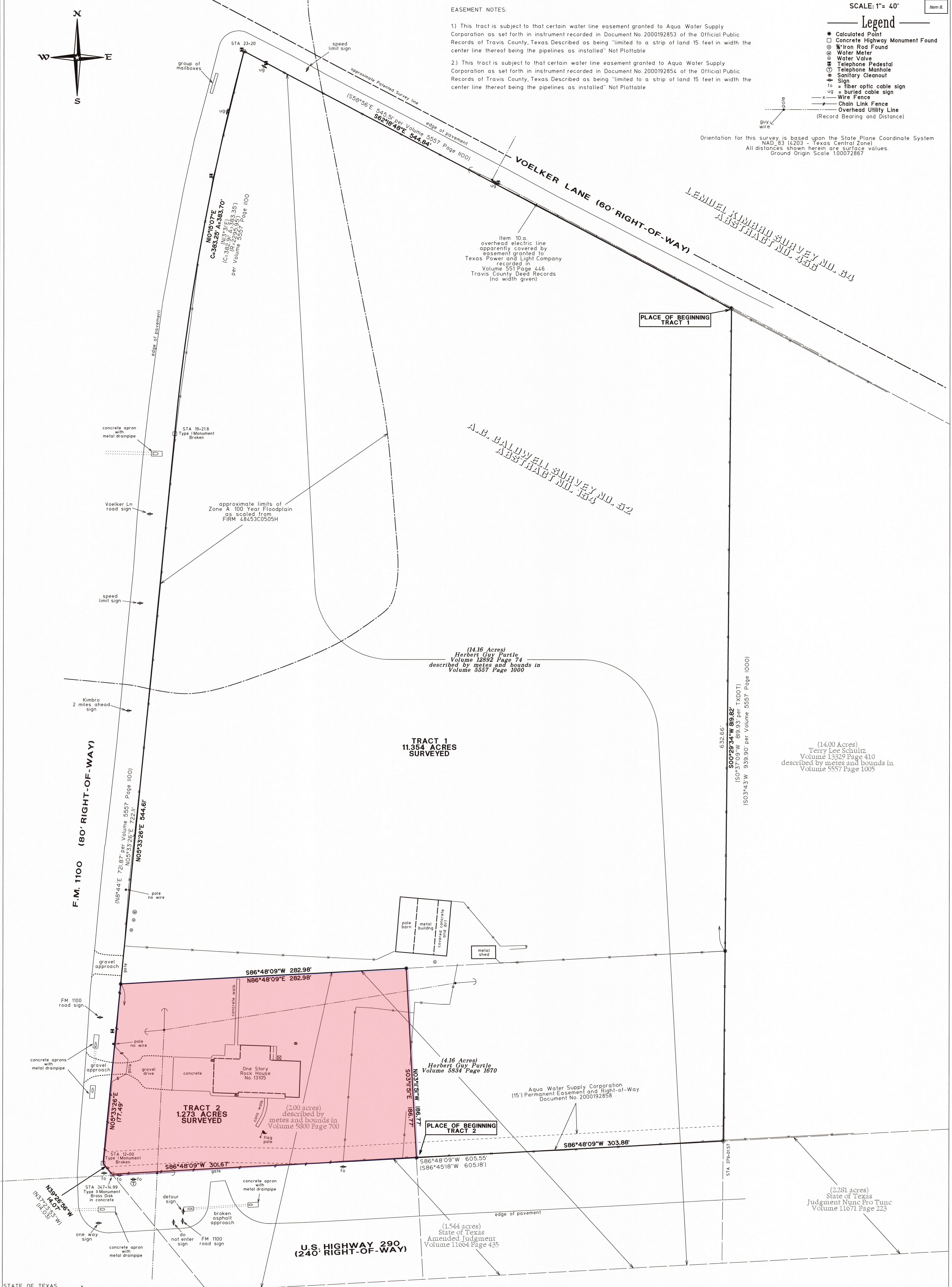
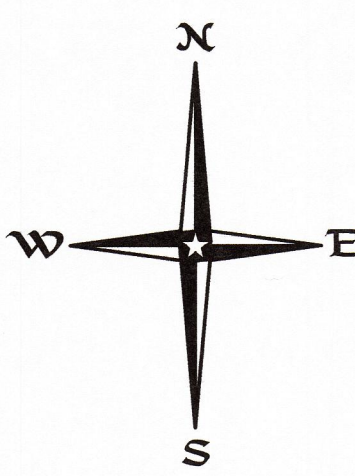
SCALE: 1"= 40'

Item 8.

Legend


- \* Calculated Point
- Concrete Highway Monument Found
- ⊙ Iron Rod Found
- ⊙ Water Meter
- ⊙ Water Valve
- ⊙ Telephone Pedestal
- ⊙ Telephone Manhole
- Sanitary Cleanout
- ⊙ Sign
- to = fiber optic cable sign
- ug = buried cable sign
- Wire Fence
- Chain Link Fence
- Overhead Utility Line (Record Bearing and Distance)

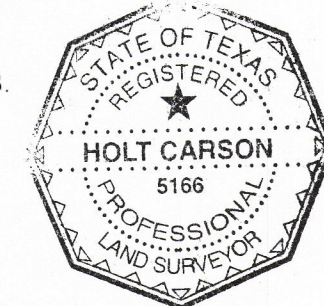
Orientation for this survey is based upon the State Plane Coordinate System NAD 83 (4203 - Texas Central Zone)  
All distances shown herein are surface values.  
Ground Origin Scale 1.00072867



STATE OF TEXAS  
COUNTY OF TRAVIS

The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts, encroachments, shortages in area, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and said property abuts a dedicated road. A portion of this property lies within Zone A (areas determined to be within the 100 year flood plain) according to Federal Emergency Management Agency Flood Insurance Rate Map Panel No. 48453C0505 H, dated September 26, 2008. THIS the 18th day of September A.D., 2021.

BY   
Holt Carson  
Registered Professional Land Surveyor No. 5166



SURVEY PLAT OF  
TRACT 1 - 11.354 ACRES OF LAND OUT OF THE A.C.CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING OF A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 2 - 1.273 ACRES OF LAND OUT OF THE A.C.CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING OF A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THAT CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

LOCATED AT 13105 F.M. 1100

see accompanying field note descriptions

(14.00 Acres)  
Terry Lee Schultz  
Volume 13329 Page 410  
described by metes and bounds in  
Volume 5557 Page 1005

(2.281 acres)  
State of Texas  
Judgment Nunc Pro Tunc  
Volume 11671 Page 223

HOLT CARSON, INCORPORATED  
PROFESSIONAL LAND SURVEYORS  
1904 FORTVIEW ROAD  
AUSTIN, TX 78704  
(512) 442-0990  
Texas Licensed Surveying Firm Registration No. 10



## ANNEXATION PETITION

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR FOR  
VOLUNTARY ANNEXATION OF PROPERTY

**WHEREAS**, the undersigned is the owner of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "Subject Property");

**WHEREAS**, the undersigned has sought the voluntary annexation of the Subject Property by the City of Manor, Texas (hereinafter sometimes referred to as "City"), to obtain the benefits of City services to the Subject Property by the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the City, pursuant to §43.021, *Tex. Loc. Gov't. Code* and the voluntary request of the property owner, is authorized to annex the Subject Property; and

**WHEREAS**, the undersigned agrees and consents to the voluntary annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

**NOW, THEREFORE**, the undersigned by this Request and Petition:

**SECTION ONE:** Requests the City Council of the City to commence voluntary annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, of all portions of the Subject Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land, located in Travis County, Texas, being  
1.273 acres, more or less, and more particularly described in Exhibit "A"  
attached hereto and incorporated herein for all purposes.

**SECTION TWO:** Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed Into the City of Manor (the "Services Agreement").

**SECTION THREE:** Acknowledges and represents having received, read and understood the attached "draft" Services Agreement, attached hereto as Exhibit "B," (proposed to be applicable to and adopted for the subject property) and that such "draft" Services Agreement is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the voluntary annexation and preparation of a final Services Agreement and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledges that the undersigned understands and agrees that all city services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Services Agreement.

**SECTION FIVE:** Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

Petitioner: NAJIB WEHBE

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

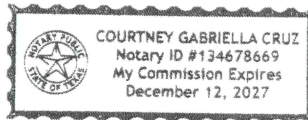
Name: NAJIB WEHBE

Title: OWNER

STATE OF TEXAS

COUNTY OF Travis

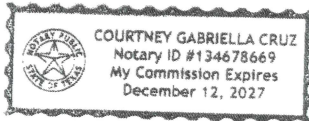
§  
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**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared February, 14 of 2024, and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 14 day of February, 2024

(SEAL)



Notary Public-State of Texas

**FILED**, this 5<sup>th</sup> day of March, 2024, with the City Secretary of the City of Manor, Travis County, Texas.

Attest:

[Signature]  
Lluvia T. Almaraz, TRMC  
City Secretary





\* Calculated Point  
 □ Concrete Highway Monument Found  
 ✖ Iron Rod Found  
 Ⓜ Water Meter  
 Ⓦ Water Valve  
 ☎ Telephone Pedestal  
 ☎ Telephone Manhole  
 Ⓢ Sanitary Cleanout  
 Ⓢ Sign  
 to = fiber optic cable sign  
 ug = buried cable sign  
 — Wire Fence  
 — Chain Link Fence  
 — Overhead Utility Line  
 (cord Bearing and Distance)

guy  
wire

- 1) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No.2000192853 of the Official Public Records of Travis County, Texas Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable
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TRACT 1  
11.354 ACRES  
SURVEYED

632.66' x  
S00°29'34"W 819.82'  
(S0°37'09"W 819.93' per TXD0 T)  
S03°43'W 939.90' per Volume 5557 Page 1000)

F.M. 1100 (80' RIGHT-OF-WAY)

(N8°44'E 721.87' per Volume 5557 Page 1100)  
 NO5°33'26"E 722.11'  
 NO5°33'26"E 544.61'

(N8°2)

1

⑤

gate



A diagram showing a cross-section of a dam structure. A vertical line represents the gate, with the word "gate" written vertically next to it. The gate is positioned between two vertical dashed lines, representing the upstream and downstream water levels.

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2024

, 2021.



\_\_\_\_\_  
 Your No.

BY   
Holt Carson  
Registered Professional Land Surveyor No. 5166

TRACT 2 - 1.273 ACRES OF LAND OUT OF THE A.C.CALDWELL SURVEY NO.52,ABSTRACT NO.154,IN TRAVIS COUNTY,TEXAS,AND BEING A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS,SAID (2.00 ACRE) TRACT,BEING A PORTION OF THAT CERTAIN (.416 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY,TEXAS,ALSO BEING A PORTION OF THAT CERTAIN (.416 ACRE)TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY,TEXAS.

see accompanying field note descriptions

(512) 442-0990  
Texas Licensed Surveying Firm Registration No. 10050700  
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# HOLT CARSON, INCORPORATED

## PROFESSIONAL LAND SURVEYORS

Texas Licensed Surveying Firm Registration No. 10050700

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

E-mail: [survey@hciaustin.com](mailto:survey@hciaustin.com)

“TRACT 2”

January 11, 2022

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**THENCE** leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

1.273 Acres

End of Page 1 of 3

**1.273 Acres**

**Page 2 of 3**

**THENCE** leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

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- 2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, **N 05 deg. 33'26" E 544.61 ft.**;

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1.273 Acres  
Page 3 of 3

**THENCE** leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'51" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

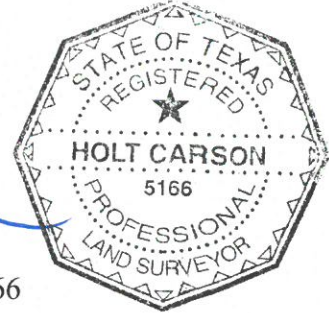
SURVEYED: September 18, 2021

BY:



Holt Carson

Registered Professional Land Surveyor No. 5166



Reference Map B1092102

# Wehbe 13105 FM 1100 +/- 1.273 Acre Tract

DATE	ACTION/EVENT	LEGAL AUTHORITY
April 3, 2024	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - and sets a PUBLIC HEARING for April 17, 2024	Loc. Gov't Code, §§ 43.067 & 43.0671;
<b>April 5, 2024**</b> Publish notice of Public Hearing (Notify paper by 5pm Monday April 1 <sup>st</sup> ) and send school district notice and public entity notice(s)	<b>NEWSPAPER NOTICE</b> RE: FIRST PUBLIC HEARING; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b>  <b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the Public Hearing.)  <b>PUBLIC ENTITY NOTICES</b> (notify each public entity - includes a county, fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district - of possible impact w/in the period prescribed for publishing the notice of the Public Hearing.)	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673  Loc. Gov't Code §§43.905 & 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
<b>April 17, 2024*</b>	<b>PUBLIC HEARING – REGULAR MEETING</b>	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
<b>April 17, 2024*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.0673
May 1, 2024; Or at a special called meeting after the 1st First Reading (City Charter, Section 4.06 (d))	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  <ol style="list-style-type: none"> <li>County Clerk</li> <li>County Appraisal District</li> <li>County Tax Assessor Collector</li> <li>911 Addressing</li> <li>Sheriff's Office</li> <li>City Department Heads</li> <li>State Comptroller</li> <li>Franchise Holders</li> <li>ESD, if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022</li> </ol>	

**\*\*Newspaper notice to paper by 5p.m. Monday for publication on Friday of same week.**





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 3, 2024  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Assignment of Easement Rights between the City of Manor and the Texas Department of Transportation, on behalf of the State of Texas.

### BACKGROUND/SUMMARY:

This easement was originally established as part of the Wildhorse Creek Commercial plat in August 2005. The lot on which the easement is located was replatted in May 2023, and the drainage easement was removed from the plat and dedicated by a separate instrument. The separate drainage easement was approved by the City Council on May 3, 2023. It is that separate drainage easement that is being assigned to TxDOT.

The drainage easement contemplated assignment to a political subdivision of the State of Texas, such as TxDOT, in provision #4 of the easement. TxDOT has requested from the Grantor that this easement be assigned to them, but the City, as the Grantee, has to approve the assignment. TxDOT has requested assignment be granted to them because the easement is adjacent to their right-of-way and existing drainage. The Grantor, under section #2 of the easement, is responsible for the maintenance, repair, replacement, and restoration of the easement.

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

- Assignment of Easement Rights

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve an Assignment of Easement Rights between the City of Manor and the Texas Department of Transportation, on behalf of the State of Texas.

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

## ASSIGNMENT OF EASEMENT RIGHTS

THIS ASSIGNMENT OF EASEMENT RIGHTS (this “*Assignment*”) is made by and between **The City of Manor, Texas**, a Texas home rule municipal corporation (“*Assignor*”) and the **Texas Department of Transportation**, on behalf of the **State of Texas** (“*Assignee*”).

### RECITALS:

A. Assignor, as Grantee, and Peter A. Dwyer, as Grantor, executed that certain Drainage Easement dated April 11, 2023, recorded under Document No. 2023058703, Official Public Records of Travis County, Texas (the “*Drainage Easement*”), a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

B. Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor’s rights, title, and interest in, to, and under the Drainage Easement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor and Assignee agree as follows:

1. Assignor does hereby assign and transfer to Assignee all of Assignor’s rights, title, and interest in and to the Drainage Easement, free and clear of any liens, security interests, and encumbrances.

2. Assignee, by its execution and acceptance hereof, does hereby assume and agree to perform all obligations required to be performed by Assignor in connection with the Drainage Easement. As a result of this Assignment, Assignee and Assignee’s employees, agents, and contractors shall have the right to use the Drainage Easement in accordance with the terms and conditions of the Drainage Easement.

3. Each party agrees that it will without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Assignment.

4. All of the covenants, terms and conditions set forth in this Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns.

5. To facilitate execution, this Assignment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. All executed counterparts of this Assignment will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, on the dates set forth below.

ASSIGNOR:

**City of Manor,**  
a Texas municipal corporation

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

ATTEST:

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

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 Dr. Christopher Harvey, Mayor, on behalf of the City of Manor, as Assignor 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.

[SEAL]

\_\_\_\_\_  
Notary Public ★ State of Texas

[ASSIGNEE'S SIGNATURE ON FOLLOWING PAGE]

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ASSIGNEE:

**Texas Department of Transportation**  
(on behalf of the State of Texas)

By: \_\_\_\_\_  
Marc D. Williams, Executive Director

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me, the undersigned authority, on this the \_\_\_\_ day of \_\_\_\_\_, 2024, by Marc D. Williams, Executive Director of the Texas Department of Transportation, in the capacity stated and as the act and deed of the Texas Department of Transportation on behalf of the State of Texas.

[SEAL]

\_\_\_\_\_  
Notary Public ★ State of Texas

After Recording, Please Return To:

City of Manor, Texas  
**ATTN: CITY SECRETARY**  
105 E. Eggleton Street  
Manor, Texas 78653



**EXHIBIT “A”**

*[Attached]*



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

### **DRAINAGE EASEMENT**

DATE: April 11, 2023

GRANTOR: Peter A. Dwyer

GRANTOR'S ADDRESS (including county):

9900 HWY 290 East  
Manor, Texas 78653  
\_\_\_\_\_  
\_\_\_\_\_

GRANTEE: THE CITY OF MANOR, TEXAS  
a Texas home rule municipal corporation

GRANTEE'S ADDRESS (including county):

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

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY:

A 0.281 acre drainage easement located in Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully set forth herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

**EASEMENT PURPOSE:** The easement expressly granted herein is for the purposes of: (a) operation, use, inspection of any drainage and detention facilities, including without limitation underground drainage pipes, swales, berms, ponds and other related fixtures, appurtenances, equipment, and fittings incidental thereto, that are installed, constructed or placed within the Easement Property (collectively, the "Facilities"), together with a right of ingress and egress to and from same, in, over, under, through and across the Easement Property; and (b) drainage and detention of natural storm water in, over, under, through and across the Easement Property.

**GRANT OF EASEMENT:** GRANTOR for the Consideration paid to GRANTOR, does hereby GRANTS, SELLS AND CONVEYS and by these presents does GRANT, SELL AND CONVEY unto GRANTEE and GRANTEE'S successors and assigns an exclusive, perpetual drainage easement in, over, under, through and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (the "Easement").

**COVENANTS AND CONDITIONS:** The Easement granted is subject to the following covenants and conditions:

1. GRANTOR reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent GRANTEE'S use of the Easement Property as provided herein. Specifically, and without limiting the generality of the forgoing, GRANTOR has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent GRANTEE'S use of the Easement Property as provided herein. But, GRANTOR may not construct any buildings or similar improvements on the Easement Property. GRANTOR shall be responsible for the cost of replacing such improvements in the event the GRANTEE removes or alters the improvement to exercise GRANTEE'S rights hereunder.
2. GRANTOR shall be responsible for maintenance, repair, replacement, and restoration of the Facilities. If GRANTOR fails to maintain the Facilities, GRANTEE may, but shall not be required to, maintain the Facilities with reimbursement of GRANTEE's costs to maintain the Facilities by GRANTOR.
3. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
4. The Easement and the rights of GRANTEE hereunder may be assigned only to a political subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of GRANTEE hereunder must include an express assumption by the assignee of the obligations set forth herein.
5. Any amendment or modification of this instrument must be in writing and duly executed and delivered by GRANTOR and GRANTEE, or their respective successors and assigns.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, GRANTOR, GRANTEE, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**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** successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof, subject to the exceptions set forth above.

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

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]



IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

*P. Dwyer* 4/11/2023

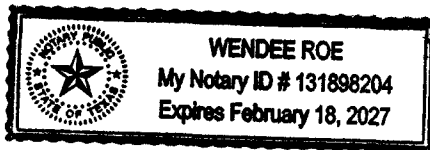
By: Peter A. Dwyer

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 11 day of April, 2023, personally appeared Peter A. Dwyer Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)



*Wendee Roe*  
Notary Public-State of Texas

**ACCEPTED:****GRANTEE:** City of Manor, a Texas Municipal corporation

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

Dr. Christopher Harvey, Mayor

**THE STATE OF TEXAS**

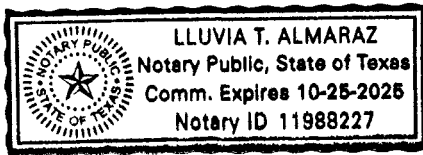
§

§

**COUNTY OF TRAVIS**

§

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the 3<sup>rd</sup> day of May 2023 personally appeared Dr. Christopher Harvey, Mayor, on behalf of the City of Manor, as 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.



A handwritten signature of Lluvia T. Almaraz in cursive script, written over a horizontal line.

Notary Public - State of Texas

**AFTER RECORDING RETURN TO:**

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

**EXHIBIT "A"**  
**Easement Property**

[Attached]

## EXHIBIT "A"

Item 9.



0.281 ACRE  
 JAMES MANOR SURV(S)., A-528 & 546  
 MANOR, TRAVIS COUNTY, TX

FILE NO:2023.068  
 PROJECT: 617.003003-EX1  
 DATE: 04/07/2023

## DESCRIPTION

0.281 ACRE OUT OF THE JAMES MANOR SURVEYS, ABSTRACT NO(S). 528 AND 546 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 12, BLOCK C, WILDHORSE CREEK COMMERCIAL, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200500205, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.281 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, for reference, at a 1/2-inch iron rod found in the west right-of-way line of FM 973 (100' r.o.w.), being the southeast corner of Lot 11, Block C of said Wildhorse Creek Commercial, of said Official Public Records, also being an angle point in the east line of said Lot 12;

**THENCE**, S10°55'25"W, along said west right-of-way line, being the east line of said Lot 12, a distance of 47.60 feet to a calculated point, being the **POINT OF BEGINNING** and northeasterly corner hereof;

**THENCE**, continuing along said west right-of-way line, being the east line of said lot 12, the following two (2) courses and distances;

1. S10°55'25"W, a distance of 300.62 feet to a TXDOT Monument Type I found at the point of curvature of a curve to the left;
2. Along said curve, having a radius of 5779.58 feet, a central angle of 01°14'13", an arc length of 124.49 feet, and a chord which bears S10°26'19"W, a distance of 124.49 feet to a calculated point at the end of said curve, for the southeasterly corner hereof;

**THENCE**, leaving said west right-of-way line, over and across said Lot 12, the following two (2) courses and distances:

1. N79°04'35"W, a distance of 147.87 feet to a calculated point, for an angle point;
2. S70°55'25"W, a distance of 35.80 feet to a calculated point in the north line of that certain 41.897 acre tract conveyed to Wild Horse Creekside Commercial, LP, by Deed of record in Document No. 2004189786, of said Official Public Records, being the south line of said Lot 12, for an angle point;

**THENCE**, N79°42'56"W, along the north line of said 41.897 acre tract, being the south line of said Lot 12, a distance of 40.79 feet to a calculated point, for the southwesterly corner hereof;

**THENCE**, leaving said north line of said 41.897 acre tract, over and across said Lot 12, the following five (5) courses and distances:

1. N70°55'25"E, a distance of 76.71 feet to a calculated point, for an angle point;
2. S79°04'35"E, a distance of 132.88 feet to a calculated point at the beginning of a non-tangent curve to the right;





3. Along said curve, having a radius of 5799.58 feet, a central angle of  $01^{\circ}01'57''$ , an arc length of 104.51 feet, and a chord which bears  $N10^{\circ}32'22''E$ , a distance of 104.51 feet to a calculated point at the end of said curve;
4.  $N10^{\circ}55'25''E$ , a distance of 300.55 feet to a calculated point, for the northwesterly corner hereof;
5.  $S79^{\circ}12'24''E$ , a distance of 20.00 feet to the **POINT OF BEGINNING**, containing 0.281 acre (12,234 square feet) of land.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83 (2011), CENTRAL ZONE, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BASED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

A handwritten signature in black ink, appearing to read 'Abram C. Dashner', written over a horizontal line.

ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754



**BASIS OF BEARINGS**

COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS  
COORDINATE SYSTEM, CENTRAL ZONE (NAD 83), UTILIZING THE  
ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK.

**LEGEND**

- = FOUND 1/2-INCH IRON ROD
- = FOUND TXDOT TYPE I MONUMENT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING

LOT 12  
BLOCK C  
WILDHORSE CREEK  
COMMERCIAL  
DOC. NO. 200500205

LINE TABLE		
LINE	BEARING	LENGTH
L1	S70°55'25"W	35.80'
L2	N79°42'56"W	40.79'
L3	N70°55'25"E	76.71'
L4	S79°12'24"E	20.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1°14'03"	5779.58'	124.49'	S10°26'19"W	124.49'
C2	1°01'57"	5799.58'	104.51'	N10°32'22"E	104.51'
C3	0°09'28"	5779.58'	15.90'	S09°44'34"W	15.90'

LOT 11  
BLOCK C  
WILDHORSE CREEK  
COMMERCIAL  
DOC. NO. 200500205

LOT 12, BLOCK C  
WILDHORSE CREEK  
COMMERCIAL  
DOC. NO.  
200500205

**0.281 ACRE**  
(12,234 SQ. FT.)

P.O.C.

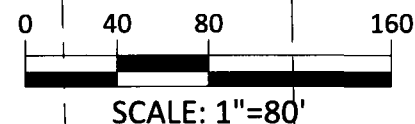
S10°55'25"W  
47.60'

P.O.B.



**F.M. 973**  
(100' R.O.W.)

WILD HORSE CREEKSIDE COMMERCIAL, LP  
41.897 ACRES  
DOC. NO. 2004189786



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6448 E Highway 290, Ste. B-105, Austin, TX 78723 ph:512.244.3395 manhard.com  
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers  
Construction Managers | Environmental Scientists | Landscape Architects | Planners  
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-21732 (Eng)

0.281 ACRE- JAMES MANOR SURV(S)., A-528 &amp; 546

11725 MURCHISON ST., MANOR, TX 78653

**DRAINAGE EASEMENT**

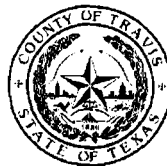
DATE:  
4/7/23

DRAWN BY:  
PWP

SCALE:  
1"=80'

CODE:  
2023.068

**Recorders Memorandum**-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dyana Limon-Mercado*

**Dyana Limon-Mercado, County Clerk  
Travis County, Texas**

**2023058703**

**May 30, 2023 11:56 AM**

**Fee: \$62.00**

**ESPINOZAY**



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 3, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on reimbursement of project management fees and services for the Bell Farms and Carriage Ills Lift Station.

### BACKGROUND/SUMMARY:

During GBA internal review of city projects and associated fees for authorized under Statement of Work No. 10, it was discovered that following two projects Project Fees were assessed incorrectly, which caused an overpayment of \$173,513.90 for project management and administration fees charged to the city.

Projects Approved Under SOW #10	Project Cost	Project	Cost
○ Bell Farms and Carriage Ills Lift Station	<b>\$1,976,503</b>	○ Gregg Manor Ground Storage Tank (GST)	<b>\$3,678,319</b>
○ Total Project Fee less ROW Acquisition/Appraisal Services	\$239,156.91	○ Total Project Fee	\$445,076.60

Periodic review of city projects are scheduled between GBA team and the city's team. Their review of projects and project balances identified the overpayment. Instead of utilizing a credit statement approach, GBA decided to reimburse the city for the overpayment of project fees stemming from the Gregg Manor GST Construction Cost of \$3,678,319 being calculated for the Bell Farms & Carriage Lift Station Project \$1,976,503. The additional internal payment request and verification protocol will avoid future overpayment processing in the future.

**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** Yes - Funds will be deposited back into the Community Impact Fund Account  
**PRESENTATION:** No  
**ATTACHMENTS:** No

### STAFF RECOMMENDATION:

The city staff recommends that the City Council accept reimbursement of project management fees and services for the Bell Farms and Carriage Ills Lift Station from George Butler Associates, Inc. in the amount of \$173,513.90.

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





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 3, 2024  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving and authorizing the Mustang Valley Public Improvement District Reimbursement Agreement.

### BACKGROUND/SUMMARY:

The city, on October 2, 2021, entered into a development Agreement with KB Homes (the “Developer”) for the development of a residential community. In June 2023, the city authorized the creation of the Mustang Valley Public Improvement District (the “District”). The district consists of approximately 137 acres, will have approximately 363 homes, and will be developed by KB Homes. Many of the public improvements that are needed for the development of the initial phase of the development are expected to be accepted soon by the city. The Developer wishes for the City to 1) approve and sign the reimbursement Agreement that this the subject of this item (the “Agreement”), 2) accept the improvements, 3) levy PID assessments against the property in the district, and 4) issue PID bonds to reimburse the Developer.

This item is to do the first item and approve the Agreement. By signing the Agreement before accepting the improvements, the City establishes its intent to reimburse the Developer for the improvements in a manner that is sufficient for the Attorney General as it reviews any PID bonds that may be issued. It is expected that the Developer will request that the City levy PID assessments against property in the district at a subsequent meeting in the near term. The Developer will want the City to levy assessments before it sells homes to end users to ensure that the assessments will be an effective lien against each parcel that is sold.

The Agreement provides that the city will reimburse the Developer for the costs of constructing improvements that benefit particular phases of the Mustang Valley PID. Such reimbursements will come from assessments levied against properties, or from bonds paid from by the assessments. If the City does levy assessments before issuing bonds, as is likely the case, the City will begin reimbursing the Developer over time from the assessments that are collected.

**LEGAL REVIEW: YES** *Yes, Gregory Miller, Bond Counsel*

**FISCAL IMPACT:** *The amounts to be paid under this Agreement will be funded from assessment revenues and not from the City’s general or operating fund.*

**PRESENTATION:** *No*

**ATTACHMENTS:** *Yes (If YES, please list below in order to be presented)*

- Resolution No. 2024-07
- Reimbursement Agreement

### STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2024-07 authorizing the Mustang Valley Public Improvement District Reimbursement Agreement.

**RESOLUTION NO. 2024-07**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING AND  
AUTHORIZING THE MUSTANG VALLEY PUBLIC IMPROVEMENT DISTRICT  
REIMBURSEMENT AGREEMENT**

**WHEREAS**, the City entered into a Development Agreement with KB Home Lone Star Inc., a Texas corporation ("Developer"), effective as of October 2, 2021, that stated the intent and expectation of the parties that the City would reimburse Developer, or their successors in interest, for the costs of the construction of certain public improvements constructed for the benefit of the District; and

**WHEREAS**, the City of Manor, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Mustang Valley Public Improvement District" (the "District") pursuant to Resolution No. 2023-22, adopted by the Manor City Council (the "City Council") on June 7, 2023; and

**WHEREAS**, in connection with the development of the property within the District and the planned issuance of special assessment revenue bonds for the Mustang Valley Public Improvement District, the City Council intends to approve the forms, terms, and/or provisions of a Reimbursement Agreement to be by and between the City and Developer; and

**WHEREAS**, this Resolution and the Reimbursement Agreement approved by it, are in furtherance of the intentions of the parties to the Development Agreement; and

**WHEREAS**, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan.

Section 2. Approval of Reimbursement Agreement. The Mustang Valley Public Improvement District Reimbursement Agreement (the "Reimbursement Agreement"), between the City of Manor, Texas and Developer, is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor of the City (the "Mayor") is hereby authorized and directed to execute and deliver the Reimbursement Agreement, with such changes as may be required by the Mayor to carry out the purposes of this Resolution, such approval to be evidenced by the execution thereof. The Mayor's signature on the Reimbursement Agreement may be attested to by the City Secretary.

Section 3. Additional Actions. The Mayor, City Manager, Interim Finance Director, and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the

City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, City Manager, Interim Finance Director, and City Secretary of the City, or any designee serving in the absence of the aforementioned officials, are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 8. Effective Date. This resolution shall be effective as of the date of its approval..

*[Execution page follows]*

**PASSED AND APPROVED** on the 3<sup>rd</sup> day of April 2024.

**THE CITY OF MANOR, TEXAS**

---

Dr. Christopher Harvey  
Mayor

**ATTEST:**

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Lluvia T. Almaraz  
City Secretary



**EXHIBIT A**  
**REIMBURSEMENT AGREEMENT**  
**MUSTANG VALLEY PUBLIC IMPROVEMENT DISTRICT**

## REIMBURSEMENT AGREEMENT Mustang Valley Public Improvement District

This Reimbursement Agreement (this “Agreement”) is entered into by KB HOME LONE STAR INC., a Texas corporation (“Developer”), and the CITY OF MANOR, TEXAS (the “City”), effective as of \_\_\_\_\_, 2024 (the “Effective Date”) in relation to the Mustang Valley Public Improvement District (the “PID”). Developer and the City are individually referred to herein as a “Party” and collectively as the “Parties.”

### SECTION 1. RECITALS

1.1 WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, Developer and the City have entered into a Development Agreement, effective as of October 2, 2021, relating to the development of the property within the PID and the financing of public improvements within the PID;

1.4 WHEREAS, on June 7, 2023, the City Council passed and approved the PID Creation Resolution No. 2023-22 authorizing the creation of the PID pursuant to the Act, covering approximately 136.904 contiguous acres within the City's corporate limits, which land is described in the PID Creation Resolution;

1.5 WHEREAS, prior to the issuance of PID Bonds, Developer has paid and may continue to pay for the Actual Costs of the PID Projects benefitting the property within the PID;

1.6 WHEREAS, this Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the Act;

1.7 WHEREAS, the recitals: (a) are part of this Agreement for all purposes; (b) are true and correct; and (c) each Party has relied upon such recitals in entering into this Agreement; and

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth herein, the Parties agree as follows:

### SECTION 2. DEFINITIONS

“Act” means Chapter 372, Texas Local Government Code, as amended.

“Actual Costs” means with respect to PID Projects, the actual costs paid or incurred by or on behalf of the Developer, including: (1) the costs incurred by the Developer, or on behalf of the

Developer (either directly or through affiliates) or the City for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such PID Projects; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such PID Projects; (3) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapes, appraisals, legal, accounting, and similar professional services; (4) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the PID Projects; (5) all related permitting, and public approval expenses, architectural, engineering, legal and consulting fees, and governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities. Actual Costs refers to the PID Project costs actually incurred.

“Annual Collection Costs” means the actual or budgeted costs and expenses related to the operation of the PID, including, but not limited to, costs and expenses for: (1) the PID administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and annual service plan updates; (5) paying and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the Act with respect to the PID Bonds, including the City’s continuing disclosure and arbitrage rebate requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment, as calculated by the PID administrator and approved by the City Council, that includes: (1) principal; (2) interest; and (3) Annual Collection Costs, as may be further defined in the SAP.

“Assessed Parcels” means any parcel within the PID against which an Assessment is levied.

“Assessment(s)” means an assessment levied against Assessed Parcels pursuant to the provisions of the Act for payment of PID Project Costs, including the payment of PID Bonds and obligations under this Agreement, as may be further defined in the SAP.

“Assessment Ordinance” means the ordinance(s) adopted by the City Council levying Assessments on one or more Assessed Parcels within the PID to pay PID Project Costs, PID Bonds, and obligations under this Agreement, as may be further defined in the SAP.

“Assessment Revenues” means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments, and Foreclosure Proceeds, as may be further defined in the SAP, as authorized by and collected pursuant to each applicable Assessment Ordinance

“Assessment Roll” means any assessment roll for the Assessed Parcel within the District, as updated, modified or amended from time to time in accordance with the procedures set forth

herein and in the PID act, including updates prepared in connection with the issuance of PID Bonds or any annual service plan update, as may be further defined in the SAP.

“Authorized Improvement Costs” means the actual costs of the Authorized Improvements.

“Authorized Improvements” means (1) improvements authorized by Section 372.003 of the PID Act, (2) the costs of issuance of the PID Bonds, and (3) the costs of the formation of the PID, as may be further defined in the SAP.

“Bond Indenture” means the indenture of trust pursuant to which a series of PID Bonds is issued.

“Bond Proceeds” means the proceeds derived from the issuance and sale of PID Bonds that are deposited into a PID Project Fund and made available to pay PID Project Costs including design, engineering, construction, and inspection costs in accordance with this Agreement and any Bond Indenture or SAP.

“Budgeted Cost” means the estimated cost for an Authorized Improvement as provided for in the SAP.

“Certificate for Payment” means a certificate (substantially in the form of Exhibit A or as attached to the Bond Indenture or as otherwise approved by Developer and the City Representative) executed by a representative of Developer and approved by the City Representative, delivered to the City Representative (and/or, if applicable, to the Trustee named in the Bond Indenture), specifying the work performed and the amount charged (including materials and labor costs) for PID Project Costs, and requesting payment of such amount from the appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the PID Projects (or their completed segment(s)) covered by the certificate have been inspected by the City.

“City Council” means the governing body of the City.

“City Representative” means the Mayor or City Manager of the City, who are hereby authorized by the City Council to undertake the actions referenced herein.

“Closing Disbursement Request” means a request in the form of Exhibit B or as otherwise approved by the Parties and the trustee named in the Bond Indenture.

“Cost Overrun” means, with respect to each Authorized Improvement, the amount of the Actual Cost paid for the Authorized Improvement in excess of the Budgeted Cost for such Authorized Improvement as provided for in the SAP.

“Default” is defined in Section 4.6.1.

“Delinquent Collection Costs” means costs related to the foreclosure on an Assessed Parcel and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including penalties and



reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest, as may be further defined in the SAP.

“Developer Advances” means monetary advances made by Developer to pay PID Project Costs.

“Developer Continuing Disclosure Agreement” means the Continuing Disclosure Agreement of Developer executed contemporaneously with the issuance and sale of PID Bonds.

“Development Agreement” means that certain Development Agreement, effective as of October 2, 2021, by and between the Developer and the City.

“Failure” is defined in Section 4.6.1.

“Final Completion” means completion of an Authorized Improvement in compliance with existing City standards for dedication under the City’s ordinances and the Development Agreement.

“Maturity Date” is the date one year after the final scheduled and non-delinquent Annual Installment is collected.

“PID” means the Mustang Valley Public Improvement District created by the PID Creation Resolution.

“PID Bonds” means the bonds issued pursuant to the provisions of the Act in one or more series to fund PID Project Costs or to reimburse Developer for PID Project Costs.

“PID Creation Resolution” means Resolution No. 2023-22 passed and approved by the City Council on June 7, 2023, authorizing the creation of the PID.

“PID Pledged Revenue Fund” means the Pledged Revenue Fund, as defined in the Bond Indenture, established or to be established by the City (and segregated from all other funds of the City) into which the City deposits Assessment Revenue securing PID Bonds issued and still outstanding, as described in the Bond Indenture.

“PID Project Fund” means the Project Fund, as defined in a Bond Indenture, including all accounts created within such fund, established or to be established by the City (and segregated from all other funds of the City) into which the City deposits Bond Proceeds in the amounts and as described in the Bond Indenture.

“PID Projects” means the public improvements or services to be constructed or acquired by or on behalf of the Developer within the PID, as may be further defined in the SAP, whether the SAP defines such public improvements or services as PID Projects or utilizes another term.

“PID Reimbursement Fund(s)” means a fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue until such revenue is required to be deposited into a PID Pledged Revenue Fund.

“Reimbursement Agreement Balance” is defined in Section 3.3.1.

“Service and Assessment Plan” or “SAP” means the service and assessment plan and any updates thereto approved by the City Council, prepared in relation to the property within the PID.

“Trustee” is defined in Section 3.5.2.

### SECTION 3. FUNDING PROJECT COSTS

#### 3.1 Fund Deposits.

3.1.1 The City, upon the adoption of each Assessment Ordinance, shall cause to be created and established a Reimbursement Fund (each a “PID Reimbursement Fund”) for the deposit of Assessment Revenue authorized by and collected pursuant to such Assessment Ordinance. Each PID Reimbursement Fund so created and established shall consist solely of the Assessment Revenue authorized by and collected pursuant to the applicable Assessment Ordinance.

3.1.2 Unless and until PID Bonds are issued, and subject to the following Section 3.1.3 of this Agreement, the City shall bill, collect, and immediately deposit all Assessment Revenue into the applicable PID Reimbursement Fund. After the issuance and delivery of PID Bonds, the City shall bill, collect, and immediately deposit all Assessment Revenue in the manner set forth in the applicable Bond Indenture. The City shall also deposit Bond Proceeds in the manner set forth in the applicable Bond Indenture. Annual Installments shall be billed and collected by the City (or on behalf of the City by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as the City ad valorem taxes are billed and collected. The funds in each applicable PID Project Fund shall only be used in accordance with the applicable Bond Indenture. The funds in each applicable PID Reimbursement Fund shall only be used to pay all or any portion of the applicable Reimbursement Agreement Balance in accordance with this Agreement.

3.1.3 The City hereby confirms, covenants, and agrees that for so long as amounts are due to Developer under this Agreement either, or both, before PID Bonds are issued or for so long as PID Bonds are outstanding, that the City will do the following in the manner and to the maximum extent permitted by applicable law, subject to any conflicting provisions in any applicable Bond Indenture: (a) take and pursue all actions necessary to cause the Assessments to be levied and collected; (b) take and pursue all actions necessary to cause the liens related to the Assessments to be enforced continuously, including diligently prosecuting an action in district court to foreclose for delinquent or nonpayment of Assessments, including Annual Installments; and (c) take and pursue all actions necessary to cause no reduction, abatement or exemption of the Assessments. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessments or the corresponding Assessed Parcel. The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds for such purpose on deposit in the PID Reimbursement Fund. Notwithstanding its collection efforts, if the City fails to

receive all or any part of the Assessment Revenue and, as a result, is unable to make transfers from the applicable PID Reimbursement Fund for payments to the Developer as required under this Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Agreement. The applicable Bond Indenture shall control in the event of any conflicts with this Agreement.

### 3.2 Payment of PID Project Costs.

3.2.1 Unless or until PID Bonds are issued to pay PID Project Costs, Developer may elect to make Developer Advances to pay such PID Project Costs. Prior to the City's adoption of an ordinance authorizing the issuance of a series of PID Bonds, Developer shall provide evidence of available funds of the Developer or of financial security from the project lender evidencing that sufficient funds are available and reserved for completion of the PID Projects or portion thereof to be funded by PID Bonds. If such evidence of financial security is not available, Developer shall deposit into the applicable PID Project Fund an amount equal to the remaining costs not funded by the PID Bonds necessary to pay PID Project Costs.

3.2.2 Bond Proceeds (i) may be used to construct PID Projects and directly pay PID Project Costs in lieu of Developer Advances and reimbursement and (ii) shall be used in the manner provided in the applicable Bond Indenture. Developer may, but shall not have the obligation, to make Developer Advances, unless the Bond Proceeds on deposit in the applicable PID Project Fund, are insufficient to pay any remaining PID Project Costs, in which case Developer shall make Developer Advances to pay the deficit.

3.2.3 As evidence of Developer Advances required in connection with the issuance of PID Bonds, Developer shall submit to the City for approval all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) business days prior to the closing of the PID Bonds. The Developer shall also make Developer Advances to pay for Cost Overruns (after applying cost savings or reallocation of budget line items to reflect actual costs) in accordance with the Development Agreement. An individual line item exceeding its estimated cost shall not be construed as a Cost Overrun; rather, the cost for each phase within the PID shall be viewed in its entirety. Upon the Final Completion of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Actual Costs of such Authorized Improvement are less than the Budgeted Cost (a "Cost Underrun"), any remaining budgeted cost, as shown in the Service and Assessment Plan, will be available to pay Cost Overruns on any other Authorized Improvement that may otherwise be financed with the proceeds of the applicable PID Bonds. The City Representative shall promptly confirm that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator, and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements. Any Cost Underrun for any Authorized Improvement is available to pay Cost Overruns on any other Authorized Improvement that may otherwise be financed with the proceeds of the applicable PID Bonds. The lack of Bond Proceeds or other funds in the applicable PID Project Fund shall not diminish the obligation of Developer to pay PID Project Costs.

### 3.3 Payment of Reimbursement Agreement Balance.

3.3.1 Unless or until PID Bonds are issued, the City agrees to pay Developer solely from funds on deposit in the applicable PID Reimbursement Fund, and Developer shall be entitled to receive payments from the City, from such source for amounts shown on each Certificate for Payment (which amounts include only PID Project Costs paid by or at the direction of Developer) (any unpaid amount owed Developer for all Certificates of Payment is referred to as the “Reimbursement Agreement Balance”). Upon the issuance of PID Bonds, the City agrees to pay Developer first from funds on deposit in the applicable PID Project Fund and then from funds on deposit in the applicable PID Reimbursement Fund, if any; and, notwithstanding anything in this Agreement to the contrary, the maximum amount that Developer may be reimbursed under this Agreement shall be equal to the amount of Bond Proceeds on deposit in the applicable PID Project Fund plus amounts in the applicable PID Reimbursement Fund, if any, plus simple interest on the unpaid principal balance of the applicable Reimbursement Agreement Balance at a rate not to exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the Act, as may be further defined in the SAP, or if PID Bonds are issued, then the interest rate on the applicable PID Bonds; provided, however, that the interest rate for the unpaid balance of the Reimbursement Agreement Balance as set forth in this paragraph shall not exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the Act, as may be further defined in the SAP. Interest on the unpaid principal balance of each Reimbursement Agreement Balance shall begin to accrue at the City acceptance of the applicable PID Projects.

3.3.2 The obligation of the City to pay each Reimbursement Agreement Balance is payable solely from the applicable PID Reimbursement Fund or from Bond Proceeds on deposit in the applicable PID Project Fund. No other City funds, revenue, taxes, income, or property shall be used. Payments from a PID Reimbursement Fund shall be applied in accordance with this Agreement. Each payment from a PID Reimbursement Fund shall be accompanied by an accounting that certifies the applicable Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (a) paying all or a portion of a Reimbursement Agreement Balance; or (b) paying PID Project Costs directly. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Bond Indenture. Upon the issuance of PID Bonds for such purpose, Developer’s right to receive payments each year in accordance herewith shall be subordinate to the deposits required under the applicable Bond Indenture related to any outstanding PID Bonds. The failure of the City to issue PID Bonds shall not constitute a Failure by the City or otherwise result in a Default by the City. Upon the issuance of PID Bonds, Developer has a duty to construct the related PID Projects and shall not be relieved of such duty even if there are insufficient funds in the applicable PID Project Fund to pay PID Project Costs.



### 3.5 Disbursements and Transfers at and after Bond Closing.

3.5.1 If PID Bonds are issued, the City will cause the Trustee under the applicable Bond Indenture to pay from the Bond Proceeds at closing of the PID Bonds approved amounts from the appropriate account to the City, Developer, or their designees, as applicable, which costs may include payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items for which funds have been expended by Developer and the City as of the time of the delivery of such PID Bonds. In order to receive such a disbursement, Developer shall execute a Closing Disbursement Request substantially in the form attached hereto as Exhibit B to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the Bond Indenture. In order to receive additional disbursements from the applicable fund under the Bond Indenture, if PID Bonds are issued, or from the PID Reimbursement Fund, Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of either, or both of, the applicable Bond Indenture or this Agreement.

3.5.2 Upon receipt of a Certificate for Payment (along with all accompanying documentation reasonably required by the City) from Developer, the City shall conduct a review in order to confirm that such request is complete, confirm that the work for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefor with the terms of this Agreement and any other agreement between the Parties related to property in the PID, and to verify and approve PID Project Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within fifteen (15) business days following receipt of any Certificate for Payment, the City shall either: (a) approve the Certificate for Payment and (i) forward it to the trustee bank named in the Bond Indenture (the “Trustee”) for payment or (ii) pay such amount from the PID Reimbursement Fund; or, (b) provide Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying in detail the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3.2 herein. If PID Bonds are issued, the City shall deliver the approved or partially approved Certificate for Payment to the Trustee for payment.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund or the PID Project Fund. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind other than the funds on deposit in the applicable PID Reimbursement Fund or PID Project Fund shall be used to pay: (a) PID Project Costs; (b) the Reimbursement Agreement Balance, even if the Reimbursement Agreement Balance is not paid-in-full on or before the Maturity Date; or (c) debt service on the applicable PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants, or representatives shall incur any liability hereunder to Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. If Developer is then in current compliance with its obligations under the Development Agreement, the Developer Continuing Disclosure Agreement if applicable, and this Agreement, and is not delinquent in payment of the Special Assessments and paying property taxes, then following the inspection and approval of any portion of the PID Projects for which Developer seeks reimbursement of the PID Project Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to Developer or to any person designated by Developer) identified in any Closing Disbursement Request or in any Certificate for Payment are unconditional and not subject to any defenses or rights of offset except as may be provided in any Bond Indenture.

3.8 City Delegation of Authority. All PID Projects shall be constructed by or at the direction of Developer in accordance with the Development Agreement and this Agreement and any other applicable agreement between the Parties related to property in the PID. Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of PID Projects in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Developer has sole responsibility of ensuring that all PID Projects are constructed in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Developer shall, at all time, employ adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of all PID Projects to be acquired and accepted by the City from Developer. If any PID Projects are or will be on land owned by the City, the City hereby grants to Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) thereof. Inspection and acceptance of PID Projects will be in accordance with applicable City ordinances and regulations.

3.9 Security for PID Projects. The Developer shall provide or cause to be provided a two (2) year maintenance bond for each of the PID Projects. Nothing in this Agreement shall be deemed to prohibit Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to Developer or the City with respect thereto so long as such delay in performance shall not subject the PID Projects to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the PID Projects is contested, Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed one hundred percent (100%) of the disputed amount.

3.10 Ownership and Transfer of PID Projects. The Developer shall furnish to the City a preliminary title report for land related to the PID Projects to be acquired and accepted by the City from Developer and not previously dedicated or otherwise conveyed to the City. The report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a

matter which, in the reasonable judgment of the City, would materially affect the common use and enjoyment subscribed to such PID Projects. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable PID Projects until Developer has cured the objections to the reasonable satisfaction of the City.

#### SECTION 4. ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earliest to occur of: (i) the latest applicable Maturity Date, (ii) the date on which each and every Reimbursement Agreement Balance has been paid in full, or (iii) the date on which all of the PID Bonds are fully retired.

4.2 No Competitive Bidding. Construction of the PID Projects shall not require competitive bidding pursuant to Section 252.022(a)(9), Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor.

4.3 Independent Contractor. In performing this Agreement, Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon three (3) business days' prior written notice to Developer, to review all books and records of Developer pertaining to costs and expenses incurred by Developer with respect to any of the PID Projects. For a period of two (2) years after completion of the PID Projects, books shall be maintained in accordance with customary real estate accounting principles.

#### 4.5 Representations and Warranties.

4.5.1 The Developer represents and warrants to the City that: (a) Developer has the authority to enter into and perform its obligations under this Agreement; (b) Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (c) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (d) this Agreement is binding upon Developer in accordance with its terms; (e) the Developer is current on all taxes, assessments, fees and obligations to the City; (f) the Developer is not in default under the Development Agreement or any other agreement with the City related to the PID; and (g) the execution of this Agreement and the performance by Developer of its obligations under this Agreement do not constitute a breach or event of default by Developer under any other agreement, instrument, or order to which Developer is a party or by which Developer is bound.

4.5.2 The City represents and warrants to Developer that: (a) the City has the authority to enter into and perform its obligations under this Agreement; (b) the person executing this Agreement on behalf of the City has been duly authorized to do so; (c) this Agreement is binding upon the City in accordance with its terms; and (d) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

#### 4.6 Default/Remedies.

4.6.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” If a Failure is monetary, the non-performing Party shall have ten (10) business days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure. However, if the non-monetary Failure is of such a nature that it cannot reasonably be expected to be cured within thirty (30) days, then the Party who failed to perform shall have such time as is necessary to cure the default, so long as the failing Party commences the cure within thirty (30) days and diligently pursues such cure to completion.

4.6.2 If Developer is in Default, the City shall have available all remedies at law or in equity; provided, however, no default by Developer shall entitle the City to terminate this Agreement, cease collection of the Assessments and deposit of the Assessment Revenues, or to withhold properly due payments to Developer from the PID Reimbursement Fund or the PID Project Fund in accordance with this Agreement and the Bond Indenture or on deposit in the PID Reimbursement Fund.

4.6.3 Subject to Section 3.7, if the City is in Default, Developer shall have available all remedies at law or in equity; provided, however, that: (a) the City does not by this Agreement waive its sovereign immunity from suit or sovereign immunity from liability, and (b) no Default by the City shall entitle Developer to terminate this Agreement and that any financial obligation of the City will only be payable from monies available under an applicable Bond Indenture or under this Agreement.

4.7 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City its sovereign immunity from suit or sovereign immunity from liability, or of any remedy the City may have outside this Agreement against Developer or any other person or entity involved in the design, construction, or installation of the PID Projects. The obligations of Developer hereunder shall be those of a Party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City’s or Developer’s rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.8 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Travis County, Texas.

4.9 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (a) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (b) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.



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

With a copy to: The Knight Law Firm, LLP  
Attn: Veronica Rivera  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

To Developer: KB Home Lone Star, Inc.  
Attn: John Zinsmeyer  
10800 Pecan Park Blvd, Suite 200  
Austin, Texas 78750I

With a copy to: Winstead PC  
Attn: Ross Martin  
2728 N. Harwood St.  
500 Winstead Building  
Dallas, Texas 75201

Any Party may change its address by delivering notice of the change in accordance with this section.

4.11 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the Bond Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.12 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.13 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.14 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and Developer, any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and Developer.

4.15 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.16 Employment of Undocumented Workers. During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers and if convicted of a

violation under 8 U.S.C. Section 1324a (f), Developer shall repay the amount of any Reimbursement Payment or other funds received by Developer from City from the date of this Agreement to the date of such violation within 120 days after the date Developer is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Developer is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

4.17 No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.17 shall survive termination of the Agreement until the statute of limitations has run.

4.18 Contracts With Companies Engaged in Business With Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code.

The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.18 shall survive termination of the Agreement until the statute of limitations has run.

4.19 Verification Regarding Energy Company Boycotts. Pursuant Developer hereby verifies that it and its parent companies, 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. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.19 shall survive termination of the Agreement until the statute of limitations has run.

4.20 Verification Regarding Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates

against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.20 shall survive termination of the Agreement until the statute of limitations has run.

4.21 Recitals. Recitals. The recitals contained in this Agreement: (a) contain legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

4.22 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

4.22 Assignment. The Developer may, in its sole discretion, assign this Agreement with respect to all or part of the property within the PID from time to time to any party in connection with the sale of the property within the PID or any portion thereof so long as: (a) the assigned rights and obligations are assumed without modifications to this Agreement; and (b) the Developer provides the City thirty (30) days prior written notice of any such assignment which shall include (i) the name and address of the assignee and (ii) a representation by the Developer that the assignment does not and will not result in the issuance of municipal securities by any other state

of the United States or political subdivision thereof. The Developer hereby represents that the City may rely conclusively on any written notice of an assignment provided by the Developer without any obligation of the City to investigate or confirm the assignment or any aspects thereof. Upon such assignment or partial assignment, the Developer shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the property within the PID so assigned save and except that if a Failure occurs prior to or contemporaneously with an assignment described in this Section 4.22. Developer shall be obligated to cure such Failure in accordance with Sections 4.6 and 4.7 of this Agreement as if Developer owned all of the property so assigned in fee, and City shall have all rights and remedies that would otherwise be available to it at law and under Sections 4.6 and 4.7 of this Agreement if Developer owned all such property in fee.

*[Execution pages follow.]*



**CITY:**

CITY OF MANOR, TEXAS

By: \_\_\_\_\_  
Dr. Christoher Harvey  
Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Lluvia T. Almaraz  
City Secretary

**DEVELOPER:**

KB HOME LONE STAR INC.,  
a Texas corporation

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

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

Its: \_\_\_\_\_

\_\_\_\_\_

**Exhibit A****FORM OF CERTIFICATE FOR PAYMENT**

The undersigned is an agent for KB Home Lone Star Inc., a Texas corporation (“Developer”), and requests payment from the City of Manor, Texas (the “City”) out of the [*PID Project Fund (as defined in the Bond Indenture) / PID Reimbursement Fund*] in the amount of \$\_\_\_\_\_ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain PID Projects providing a special benefit to property within the Mustang Valley Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement, Mustang Valley Public Improvement District, effective \_\_\_\_\_ (the “Reimbursement Agreement”). In connection with the above referenced payment, Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Certificate for Payment Form on behalf of Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced PID Projects has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed below is a true and accurate representation of the PID Project Costs associated with the creation, acquisition, or construction of said PID Projects and such costs: (a) are in compliance with the Reimbursement Agreement; and (b) are consistent with the Service and Assessment Plan.
4. Developer is in compliance with the terms and provisions of the Development Agreement, Developer Continuing Disclosure Agreement, Reimbursement Agreement and the Service and Assessment Plan.
5. Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity Developer controls owes, located in the Mustang Valley Public Improvement District and has no outstanding delinquencies for such assessments.
6. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
7. The work with respect to the PID Projects referenced below (or its completed segment, section, or portion thereof) has been completed, and the City has inspected such PID Projects.
8. Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.
9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for PID Project Costs identified may be paid until the work with respect to such PID Project Costs (or

segment) has been completed and the City has accepted such PID Project Costs (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such PID Projects Costs (or segment)

10. The Developer confirms that based on all prior amounts paid to Developer from the PID Reimbursement Fund as of the date of this Certification for Payment and based on the percentage of completion of the PID Project Costs as of the date of this Certification for Payment as verified by the City payment of the amounts requested in this Certification for Payment, taking into account all prior payments for the PID Project Costs and the amount of work related to the PID Project Costs remaining to be completed as of the date of this Certification for Payment will not cause the amounts on deposit in the PID Reimbursement Fund to fall below the amount necessary to complete the remaining PID Project Costs taking into account the amounts available to the Developer under its private loan, a line of credit and/or any other form acceptable to the City.

**Payments requested are as follows:**

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment / Wire Instructions

Attached hereto are invoices, cancelled checks, receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **“bills paid” affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

[remainder of page left blank intentionally]



**DEVELOPER:**

KB HOME LONE STAR INC.,  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the PID Projects (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and directs \_\_\_\_\_ to make such payments from the PID Project Fund to Developer or to any person designated by Developer.

**CITY OF MANOR, TEXAS**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit B**

### **FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for KB Home Lone Star Inc., a Texas corporation (“Developer”) and requests payment to Developer (or to the person designated by Developer) from the applicable account of the PID Project Fund from \_\_\_\_\_ (the “Trustee”) in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of Mustang Valley Public Improvement District (the “District”) and costs associated with the issuance of PID Bonds, as follows.

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of \_\_\_\_\_ (the “Indenture”) relating to the [\_\_\_\_\_] (the “PID Bonds”).

In connection with the above referenced payment, Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Closing Disbursement Request on behalf of Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the PID Project Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

**DEVELOPER:**

KB HOME LONE STAR INC.,  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and directs payment to be made from Costs of Issuance Account upon delivery of the PID Bonds.

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_