



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, May 03, 2023 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 the month of May, as “*Mental Health Awareness Month*”
- B.** Declaring the week of May 14 – May 20, 2023, as “*Police Week*”

**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.*

**PRESENTATIONS**

- A.** City of Manor Facility Needs Assessment, presented by PGAL.

## PUBLIC HEARINGS

- 1. Conduct a public hearing on an ordinance annexing 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**  
*Submitted by: Scott Dunlop, Development Services Director*

## CONSENT AGENDA

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

- 2. Consideration, discussion, and possible action to approve the City Council Minutes.**  
*Submitted by: Lluvia T. Almaraz, City Secretary*
  - April 19, 2023, City Council Workshop; and
  - April 19, 2023, City Council Regular Meeting
- 3. Consideration, discussion, and possible action on a Declaration of Public Water Quality Easement for the Shadowglen Subdivision being 0.057 acres.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 4. Consideration, discussion, and possible action on a Declaration of Drainage Easement for the Shadowglen Subdivision being 0.018 acres.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 5. Consideration, discussion, and possible action on a Drainage Easement on Lot 12, Block C, Wildhorse Creek Commercial being 0.281 acres.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 6. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).**  
*Applicant: Westwood Professional Services*  
*Owner: Lone Star Electric*  
*Submitted by: Scott Dunlop, Development Services Director*
- 7. Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 8. Second and Final Reading: Consideration, discussion, and possible action on an Ordinance annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**  
*Submitted by: Scott Dunlop, Development Services Director*



- 9.** Consideration, discussion, and possible action to ratify, confirm, and approve joining the Texas Attorney General's global opioid settlement with Allergan, CVS, Walgreens, and Walmart the City Manager's execution of Settlement Participation Forms; and authorize the City Manager to execute any and all additional necessary documents.  
*Submitted by: Paige Saenz, City Attorney*

## REGULAR AGENDA

- 10.** **First Reading:** Consideration, discussion, and possible action on an ordinance annexing 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.  
*Submitted by: Scott Dunlop, Development Services Director*
- 11.** Consideration, discussion and possible action on a Resolution accepting the petition to create the Mustang Valley Public Improvement District (PID) and setting a public hearing to consider the creation of the Mustang Valley PID.  
*Submitted by: Scott Dunlop, Development Services Director*
- 12.** Consideration, discussion and possible action on the City of Manor, Texas Deposit Agreement Proposed Public Improvement District Mustang Valley PID.  
*Submitted by: Scott Dunlop, Development Services Director*
- 13.** Consideration, discussion, and possible action on the approval to submit a Project Information Form (PIF) to the Texas Water Development Board (TWDB) to be included in the initial Project Priority List for State Fiscal Year (SFY) 2023 for appropriated funds through the Drinking Water State Revolving Fund (DWSRF) for Lead Service Line Replacement (LSLR) projects.  
*Submitted by: Frank T. Phelan, P.E., City Engineer*
- 14.** Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances, Chapter 4, Article 4.02 Alcoholic Beverages.  
*Submitted by: Scott Dunlop, Development Services Director*
- 15.** **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinances to Modify the Definition of Hospital Services; Modify the Residential Land Use Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify the Residential Land Use Conditions Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts Relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Hospital Services, Liquor Sales, Medical Clinic, Offices - Medical, Offices - Professional, Restaurant, and Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use Land Use Conditions relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Gas Station - Full Service, Gas Station - Limited, Hotel, Liquor Sales, Restaurant, Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use

**Development Standards Relating to Maximum Dwelling Units; Modify Non-Residential and Mixed-Use Development Standards Table Notes Relating to Alley Within the Historic District; Modify Accessory Structures Relating to Gross Floor Area; Modify Architectural Standards for Single-Family Detached and Two Family, Single-Family Attached, Manufactured Home, Multi-Family and Mixed Use, Office, Commercial Institutional and Industrial Uses; Modify Procedures Relating to Planned Unit Development (PUD) Uses; Modify Procedures Relating to a Final Site Plan; and Modify Procedures Relating to Amendments to the Comprehensive Plan.**  
*Submitted by: Scott Dunlop, Development Services Director*

- 16. Consideration, discussion, and possible action on a Professional Services Agreement between the City of Manor and Grant Development Services.**

*Submitted by: Scott Moore, City Manager*

- 17. Consideration, discussion, and possible action on the Purchase Agreement with Stuart D. Dimond and Madeleine R. Dimond for a wastewater easement with a temporary construction easement.**

*Submitted by: Scott Moore, City Manager*

- 18. Consideration, discussion, and possible action on allocating funds for Our Community Salutes Program within the City of Manor.**

*Submitted by: Scott Moore, City Manager*

- 19. Consideration, discussion, and possible action on allocating funds for the Summer Library Program within the City of Manor.**

*Submitted by: Scott Moore, City Manager*

- 20. Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 25,924 Square Foot Wastewater Easement and a 25,928 Square Foot Temporary Construction Easement (both as described in Exhibit “x1”) from that 17.37 Acre Tract conveyed by Warranty Deed to Joesph Murphy Coffey and recorded at Document Number 2022063845 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.**

*Submitted by: Paige Saenz, City Attorney*

- 21. Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 10,968 Square Foot Wastewater Easement and a 11,145 Square Foot Temporary Construction Easement (both as described in Exhibit “x2”) from that 10.068 Acre Tract conveyed by Warranty Deed to RMJ Investments, Ltd. and recorded at Document Number 2012027002 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.**

*Submitted by: Paige Saenz, City Attorney*

**22. Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 11,133 Square Foot Wastewater Easement and a 12,170 Square Foot Temporary Construction Easement (both as described in Exhibit “x3”) from that 19.000 Acre Tract conveyed by Warranty Deed to Benny Paul Mark Gundy and recorded at Document Number 2009017772 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line. Submitted by: Paige Saenz, City Attorney**

**23. Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 4,399 Square Foot Wastewater Easement and a 4,401 Square Foot Temporary Construction Easement (both as described in Exhibit “x4”) from that 12.334 Acre Tract conveyed by Warranty Deed to Michael Edward Swier and Crista Marie Swier, Trustees of the Layla Trust, and recorded at Document Number 2020009667 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line. Submitted by: Paige Saenz, City Attorney**

## **EXECUTIVE SESSION**

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

- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the CCN Release and exchange of ETJ with City of Austin on property located on Blue Bluff Road;*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Multi-Family Project Development Using Public Facility Corporations; and*
- *Section 551.071 and Section 551.087, Texas Government Code to deliberate on the acquisition of real property*

## **OPEN SESSION**

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

## **ADJOURNMENT**

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

**CONFLICT OF INTEREST**

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

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

**POSTING CERTIFICATION**

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, April 28, 2023, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

**NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:**

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



# Proclamation

**WHEREAS**, mental health is essential to everyone’s overall health and well-being; and

**WHEREAS**, almost every family in America has experienced times of difficulty and stress in their lives; and

**WHEREAS**, stigma and fear of discrimination keep many who would benefit from mental health services from seeking help; and

**WHEREAS**, research shows that the most effective way to reduce stigma is through socialization, compassion and education; and

**WHEREAS**, connecting our community with mental health resources and support, helps raise awareness on the importance of fighting the stigma; and

**WHEREAS**, mental health organizations and resources make important contributions to our communities’ social well-being, healing and socialization; and

**WHEREAS**, good mental health is critical to the well-being of our families and promoting vibrant communities, schools, and businesses.

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

## ***“Mental Health Awareness Month”***

in the City of Manor and encourage citizens, government agencies, public and private institutions, businesses, and schools to recommit to our community increasing awareness and understanding of mental health, reducing stigma and discrimination, and promoting appropriate and accessible services for all.

**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 May 2023.

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Dr. Christopher Harvey, Mayor  
City of Manor



# PROCLAMATION

Recognizing National Police Week 2023 and honoring the service and sacrifice of those law enforcement officers killed in the line of duty while protecting U.S. communities and safeguarding our democracy.

**WHEREAS**, there are approximately 800,000 law enforcement officers serving in communities across the United States, including all dedicated **MANOR PEACE OFFICERS**; and

**WHEREAS**, since the first recorded line of duty death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty. Currently there are 23,785 names engraved on the walls of the National Law Enforcement Officers Memorial; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C; and

**WHEREAS**, 556 names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 224 officers killed in 2022, and 332 officers killed in previous years; and

**WHEREAS**, of the 224 officers killed in 2022 on average left behind two children; and

**WHEREAS**, 33 of the 224 officers killed in 2022 were from Texas, which accounts for 15% of officer line of duty deaths, and the highest in the nation with the most officer fatalities

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 35th Annual Candlelight Vigil, on the evening of May 13, 2023, in the Nation's Capital.

**NOW, THEREFORE**, I, Dr. Christopher Harvey, Mayor of the City of Manor, and on behalf of the Manor City Council, do hereby proclaim the week of May 14<sup>th</sup> through May 20<sup>th</sup>, 2023, as:

## **"POLICE WEEK"**

in **THE CITY OF MANOR**, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

**PROCLAIMED** this the 3<sup>rd</sup> day of May 2023

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Dr. Christopher Harvey, Mayor  
City of Manor





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance annexing 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

**BACKGROUND/SUMMARY:**

These 4 acres represent two adjacent lots (Lots 1 and 2) under common ownership in the Manor Commercial Park. The property owner has voluntarily requested annexation and zoning to Light Industrial so they can expand their business and obtain wastewater service from the city's planned expansion of our wastewater lines into the Manor Commercial Park.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Ordinance
- Post Annexation Provision of Services Agreement

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council conduct a public hearing on an ordinance annexing 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 4.004 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

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

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

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't Code*;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including abutting streets, roadways, and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being 4.004 acres of land, more or less, said tract being all of Lots 1 and 2, Block 3, Manor Commercial Park, a subdivision of record in Volume 87, Page 167-B of the Official Public Records of Travis County, Texas; said 4.004 acre tract being more particularly described in Exhibit “A.”

**SECTION 3.** That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

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

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

**SECTION 6.** That the Annexed Property shall be temporarily zoned Agricultural District “A” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

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

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

**SECTION 9.** That it is hereby officially found and determined that the meeting at which this Ordinance is 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, *Chapt. 551, Tex Gov’t Code*.

**PASSED AND APPROVED FIRST READING** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ORDINANCE NO. \_\_\_\_\_

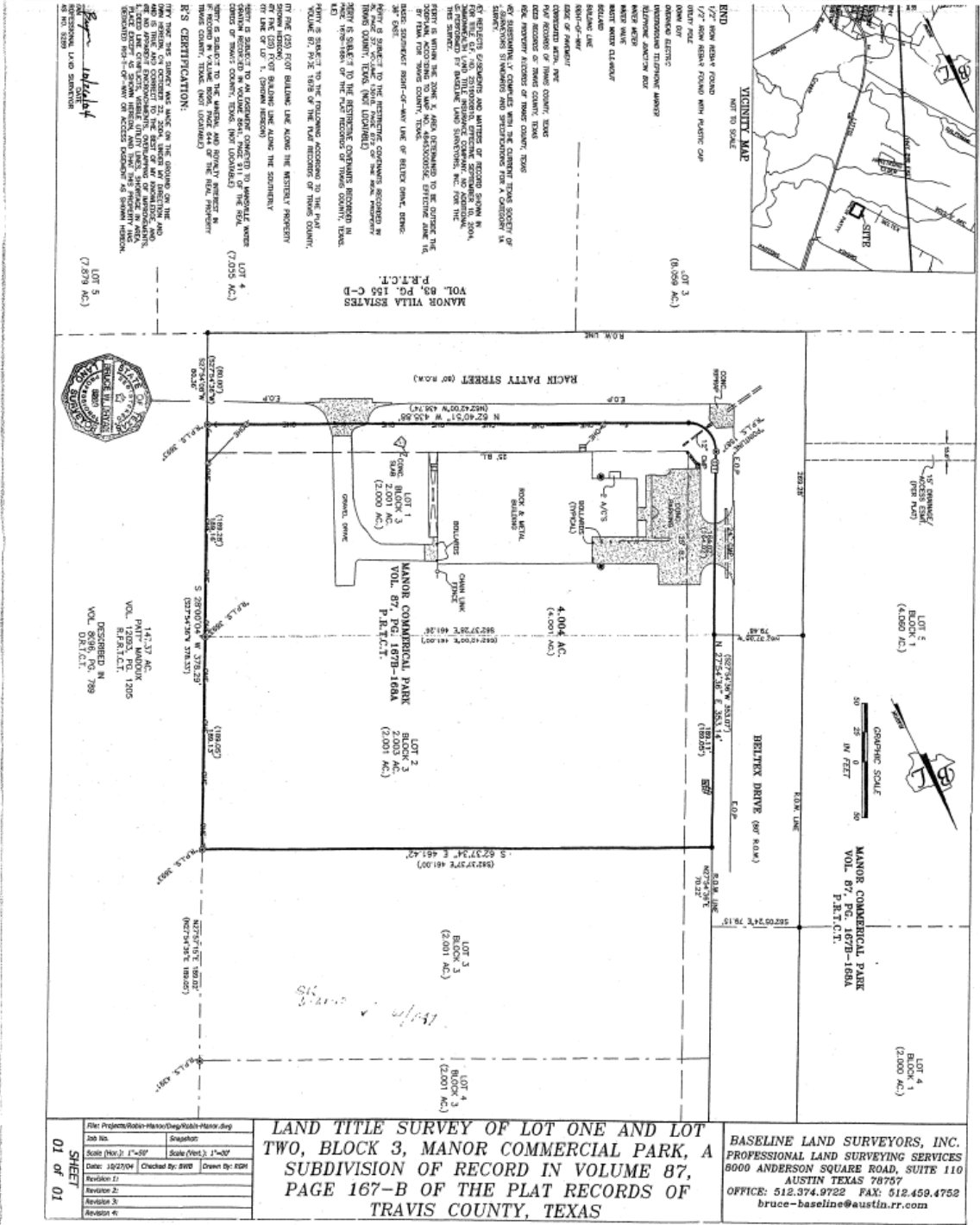
**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**Exhibit "A"**  
**Subject Property Description**  
**+/- 4.004 Acres**



**MANOR VILLA RESIDES**  
VOL. 83, PG. 155 C-D  
P.R.T.C.T.

**LOT 3**  
(8,008 AC.)

**LOT 5**  
(7,079 AC.)

**MANOR COMMERCIAL PARK**  
VOL. 87, PG. 167B-168A  
P.R.T.C.T.

**LOT 1**  
(4,004 AC.)

**LOT 2**  
(2,001 AC.)

**LOT 3**  
(2,001 AC.)

**LOT 4**  
(2,000 AC.)

**BASELINE LAND SURVEYORS, INC.**  
PROFESSIONAL LAND SURVEYING SERVICES  
6000 ANDERSON SQUARE ROAD, SUITE 110  
AUSTIN, TEXAS 78757  
OFFICE: 512.374.9722 FAX: 512.459.4752  
bruce-baseline@austin.rr.com

**MANOR COMMERCIAL PARK**  
VOL. 87, PG. 167B-168A  
P.R.T.C.T.

**LOT 1**  
(4,004 AC.)

**LOT 2**  
(2,001 AC.)

**LOT 3**  
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**LOT 4**  
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(2,001 AC.)

**LOT 4**  
(2,000 AC.)



**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 Christophe & Lisa Robin, ("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;

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

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by the City Charter and 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:

**Section 1. 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 and as described in **Exhibit A** attached hereto and incorporated herein.

**Section 2. Services.** 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:

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

(1) Police protection as follows:

Routine patrols of 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.

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

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

(3) Solid waste collection services as follows:

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

(4) Animal control as follows:

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

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

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

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

(8) Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the 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.

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

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

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

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

(2) Wastewater service and maintenance of wastewater service as follows:

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

(B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the City shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. The City shall cover the costs for the wastewater line extension in accordance with the Development and Annexation Agreement. After the initial wastewater extension costs are covered by the City, requests for new or additional wastewater line extensions requested 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's Landowner requests and is able to connect to the City's wastewater utility system.

(3) Maintenance of streets and rights-of-way as appropriate as follows:

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

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

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

(B) The 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:

(i) As provided in (3)(A)(i)&(ii) above;

(ii) 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;

(iii) 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

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

(C) The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated 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.

(d) **Wastewater Improvements.** The following wastewater improvements shall be initiated prior to the *Effective Date* of the annexation and completed after annexation: the *Wastewater Line Project* attached hereto as **Exhibit B** and as further described in that certain Development and Annexation Agreement entered into by the Parties on the 10 of April 2023.

**Section 3. Term.** The term of this Agreement is ten (10) years from the *Effective Date*.

**Section 4. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

**Section 5. Authorization.** All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

**Section 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.

**Section 7. 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.

**Section 8. Choice of Law.** This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any dispute shall lie exclusively in Travis County, Texas.

**Section 9. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Landowner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 10. Enforcement; Waiver.** This Agreement may be enforced by Landowner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 11. Effect of Future Laws.** No subsequent change in the law regarding annexation shall

affect the enforceability of this Agreement.

**Section 12. 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.

**Section 13. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

**Section 14. 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.

**Section 15. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to wastewater service to the Subject Property by the City.

*[signature pages follow]*

EXECUTED and AGREED to by the Parties this the \_\_\_ day \_\_\_\_, 20\_\_.

ATTEST:

THE CITY OF MANOR, TEXAS

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

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

LANDOWNER(S):

By:



Name (print): Christophe Robin

Title: Owner

Date: 04/10/2023

LANDOWNER(S):

By:

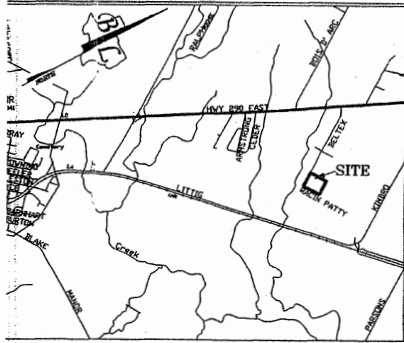


Name (print): Lisa Robin

Title: Owner

Date: 04/10/2023

**Exhibit A**  
**Subject Property Description**



VICINITY MAP  
NOT TO SCALE

- END
- 1/2" IRON REBAR FOUND
- 1/2" IRON REBAR FOUND WITH PLASTIC CAP
- UTILITY POLE
- DOWN GUY
- OVERHEAD ELECTRIC
- UNDERGROUND TELEPHONE MARKER
- TELEPHONE JUNCTION BOX
- WATER METER
- WATER VALVE
- WASTE WATER CLEWOUT
- BOLLARD
- BUILDING LINE
- RIGHT-OF-WAY
- EDGE OF PAVEMENT
- CORRUGATED METAL PIPE
- PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- DEED RECORDS OF TRAVIS COUNTY, TEXAS
- REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

KEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A SURVEY.

KEY REFLECTS EASEMENTS AND MATTERS OF RECORD SHOWN IN FOR TITLE G.F. NO. 2519000810, EFFECTIVE SEPTEMBER 10, 2004, COMMONWEALTH LAND TITLE INSURANCE COMPANY, NO ADDITIONAL SURVEY PERFORMED BY BASELINE LAND SURVEYORS, INC. FOR THIS SURVEY.

PROPERTY IS WITHIN THE ZONE X, AREA DETERMINED TO BE OUTSIDE THE ZONE PLAIN, ACCORDING TO MAP NO. 4845300055E, EFFECTIVE JUNE 16, 1997, BY FEMA FOR TRAVIS COUNTY, TEXAS.

BASIS: SOUTHEAST RIGHT-OF-WAY LINE OF BELTEX DRIVE, BEING 36' EAST.

PROPERTY IS SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN VOLUME 85, PAGE 37, VOLUME 13018, PAGE 872 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)

PROPERTY IS SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN VOLUME 167B-168A OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. (L)

PROPERTY IS SUBJECT TO THE FOLLOWING ACCORDING TO THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, VOLUME 87, PAGE 167B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

FIVE (5) FOOT BUILDING LINE ALONG THE WESTERLY PROPERTY SHOWN HEREON.

FIVE (5) FOOT BUILDING LINE ALONG THE SOUTHERLY PROPERTY LINE OF LOT 1. (SHOWN HEREON)

PROPERTY IS SUBJECT TO AN EASEMENT CONVEYED TO MANSVILLE WATER CORPORATION RECORDED IN VOLUME 8641, PAGE 911 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)

PROPERTY IS SUBJECT TO THE MINERAL AND ROYALTY INTEREST IN VOLUME 8096, PAGE 644 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)

**LAND SURVEYOR'S CERTIFICATION:**

I CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ON THE OWNED AND UNOWNED LAND HEREON, ON OCTOBER 22, 2004, UNDER MY DIRECTION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND I AM NOT AWARE OF ANY UNRECORDED ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, OR UNRECORDED EASEMENTS, SHORTAGE IN AREA, OR UNRECORDED EASEMENTS, UNLESS SHOWN OTHERWISE ON THIS PLAT. I HAVE DEDICATED RIGHT-OF-WAY OR ACCESS EASEMENT AS SHOWN HEREON.

*Bruce W. Bryant*  
PROFESSIONAL LAND SURVEYOR  
AS NO. 5289

LOT 3  
(8.059 AC.)

MANOR VILLA ESTATES  
VOL. 83, PG. 188 C-D  
P.R.T.C.T.

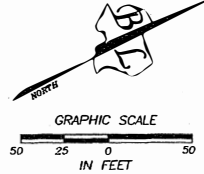
LOT 4  
(7.055 AC.)

LOT 5  
(7.879 AC.)

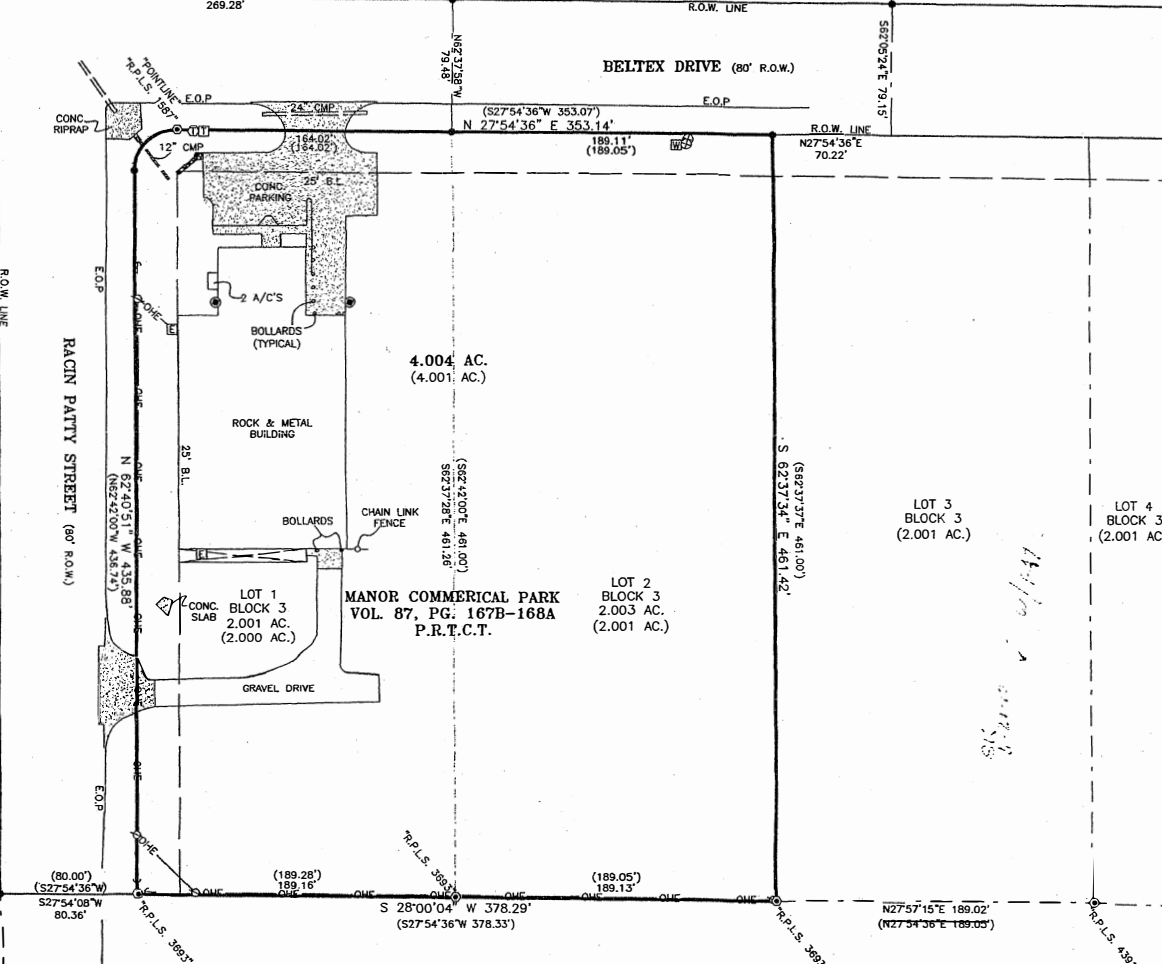


LOT 5  
BLOCK 1  
(4.060 AC.)

LOT 4  
BLOCK 1  
(2.000 AC.)



MANOR COMMERCIAL PARK  
VOL. 87, PG. 167B-168A  
P.R.T.C.T.



BASELINE LAND SURVEYORS, INC.  
PROFESSIONAL LAND SURVEYING SERVICES  
8000 ANDERSON SQUARE ROAD, SUITE 110  
AUSTIN TEXAS 78757  
OFFICE: 512.374.9722 FAX: 512.456.4762  
bruce-baseline@austin.rr.com

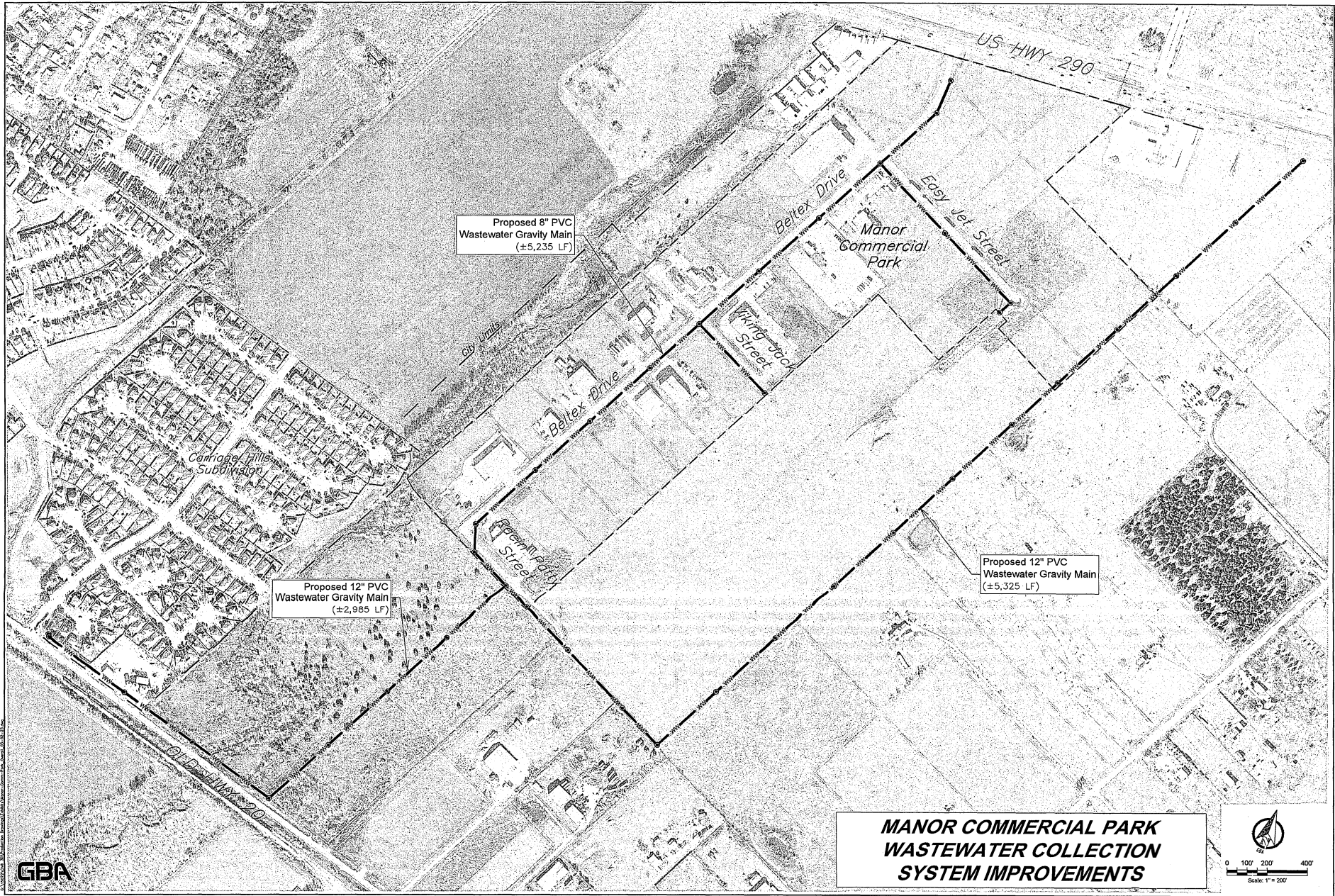
LAND TITLE SURVEY OF LOT ONE AND LOT TWO, BLOCK 3, MANOR COMMERCIAL PARK, A SUBDIVISION OF RECORD IN VOLUME 87, PAGE 167-B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS

File: Proj\c2004\blm\Manor\70mg\2004blm-Manor.dwg	Drawn By: RBH
Job No.:	Checked By: RBH
Scale (HORIZ): 1"=50'	Scale (VERT): 1"=100'
Date: 10/22/04	Revision 1:
Revision 2:	Revision 3:
Revision 4:	

SHEET  
01 of 01

**Exhibit B**  
**Wastewater Line Project**







### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

- April 19, 2023, City Council Workshop; and
- April 19, 2023, City Council Regular Meeting

**BACKGROUND/SUMMARY:**

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- April 19, 2023, City Council Workshop Minutes; and
- April 19, 2023, City Council Regular Meeting Minutes

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the City Council Minutes of April 19, 2023, City Council Workshop; and April 5, 2023, City Council Regular Meeting.

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



**CITY COUNCIL  
WORKSHOP SESSION MINUTES  
APRIL 19, 2023**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Scott Dunlop, Development Services Director  
Scott Jones, Economic Development Director  
Matthew Woodard, Public Works Director

**WORKSHOP SESSION – 5:00 P.M.**

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 5:06 p.m. on Wednesday, April 19, 2023, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**REGULAR AGENDA**

- A. Presentation and discussion regarding the City of Manor Stormwater Utility Fee Feasibility Study. (Presented by Raftelis)**

Jennifer Tavantzis, Senior Manager with Raftelis presented and discussed the attached PowerPoint presentation.

The topic of discussion:

- City's obligations for funding the drainage system
- City's current Stormwater Program
- Future Program – Proposed Enhancements
- Fee Funded Program Components – Rate Comparison
- Stormwater Program Costs
- Stormwater Utility Funding Approach
- Stormwater Fee Rate Structure
- Stormwater Fee Background
- Stormwater Rate Structure
- Combined W/WW/SW Customer Impact
- Fee Comparison

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

## ADJOURNMENT

The Workshop Session of the Manor City Council Adjourned at 6:14 p.m. on Wednesday, April 19, 2023.

These minutes were approved by the Manor City Council on the 3<sup>rd</sup> day of May 2023.

## APPROVED:

---

Dr. Christopher Harvey  
Mayor

## ATTEST:

---

Lluvia T. Almaraz, TRMC  
City Secretary



# City of Manor

## Stormwater Utility Feasibility Study

April 19, 2023



# City's obligations for funding drainage system



- Compliance with water quality permit issued by TCEQ
- Preventative and proactive maintenance and repair of aging infrastructure
  - › Maintaining a safe environment for current residents and anticipated future development

# City's Current Stormwater Program

- Stormwater management performed by Streets Department and contracted engineering firm.
- Funded by general fund, through the Streets Department budget
- Performs services to fulfill obligations under NPDES Phase II MS4 permit issued by TCEQ, including public outreach, site inspections and permit reviews.
- Maintains drainage system infrastructure on City property and ROW, including storm sewers, roadside drainage and streets.

# Future Program- proposed enhancements

## Short Term

- Enhanced preventative and proactive maintenance, asset management
- Acquire CMMS to help improve operational efficiency
- Street sweeping program to meet MS4 requirements
- Stormwater Master Plan



## Long Term

- City takes over responsibility of surface drainage, maintenance of all culverts and ditches (3 crew members and equipment (dump truck, gradall, vector trailer)
- Capital projects- street reprofiling to prevent flooding, other projects as identified in SWMP

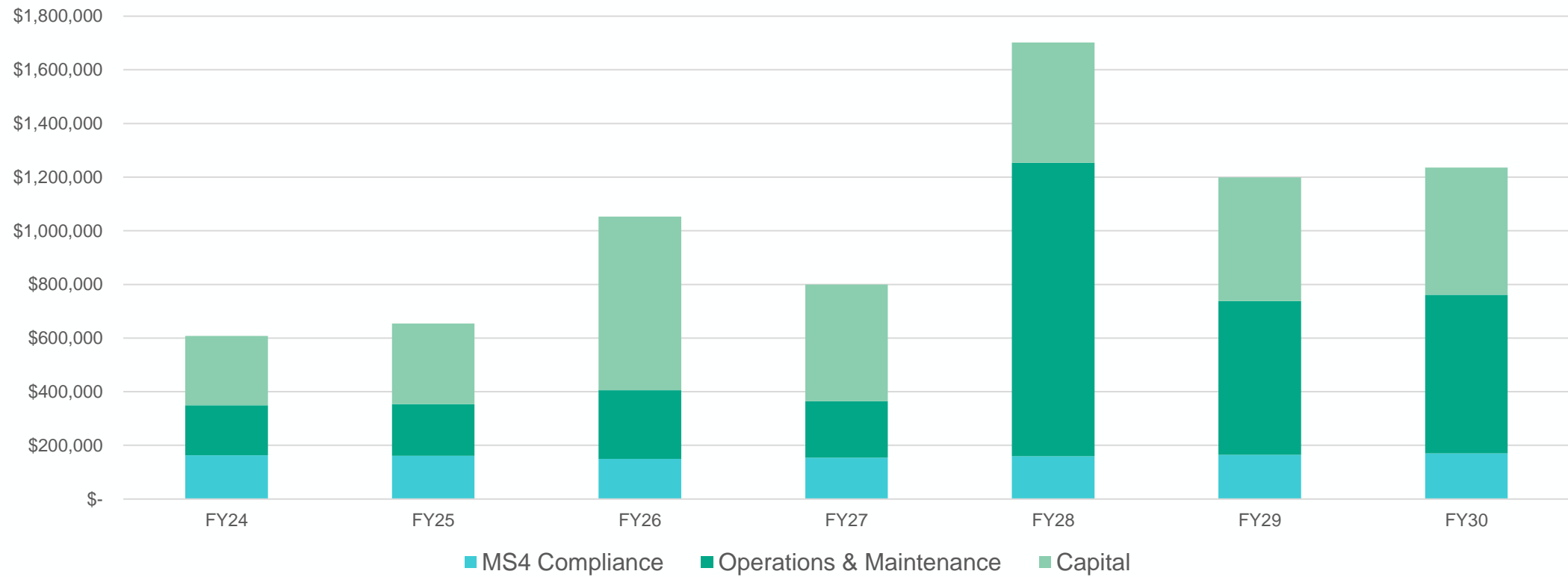
To sufficiently fund a growing program, a fee is a more stable source of revenue than taxes/general fund.



# Fee Funded Program Components – Rate Comparison

FY24 Monthly Rate per ERU		\$2.00	\$3.00	\$6.50
FY24 Appx Revenue		\$210,289	\$315,433	\$683,439
<u>Fee Funded (Est)</u>				
Stormwater Master Plan	\$ 161,461	X	X	X
Support on Capital Planning	\$ 37,132	X	X	X
1 FTE: Inspector	\$ 80,734		X	X
Contracted MS4 Compliance	\$ 32,292			X
Maintenance	\$ 26,910		X	X
Storm Drain Medallions	\$ 6,458	X	X	X
System Mapping	\$ 16,146			X
Street Sweeper	\$ 106,090			X
1 FTE: Street Sweeper Operator	\$ 80,734			X
Maintenance and Repair- Small P	\$ 59,676			X
	\$ 607,634	\$ 205,051	\$ 312,696	\$ 607,634
		Needed from General Fund \$ 397,345	\$ 292,201	

# Stormwater Program Costs



	FY24	FY25	FY26	FY27	FY28	FY29	FY30
	\$ 3.00	\$ 4.00	\$ 5.00	\$ 6.00	\$ 7.50	\$ 8.00	\$ 8.00
<b>FY24 Appx Revenue</b>	<b>\$315,433</b>	<b>\$425,949</b>	<b>\$539,240</b>	<b>\$655,361</b>	<b>\$829,679</b>	<b>\$896,315</b>	<b>\$907,790</b>
Stormwater Master Plan	X						
Support on Capital Planning	X						
1 FTE: Inspector	X	X	X	X	X	X	X
Contracted MS4 Compliance			X	X	X	X	X
Maintenance	X	X	X	X	X	X	X
Storm Drain Medallions	X	X	X	X	X	X	X
System Mapping		X	X				
CMMS purchase and setup			X	X	X	X	X
Street Sweeper			X	X	X	X	X
1 FTE: Street Sweeper Operator			X	X	X	X	X
Maintenance and Repair- Small Projects		X	X	X	X	X	X
2 FTEs: Foreman and Crew Member				X	X	X	X
1 FTE: Add'l Crew Member				X	X	X	X
Dumping Fees for streets and Drainage Cleanup					X	X	X
XL3100 Used Gradall Truck					X	X	X
Fuel and Maintenance					X	X	X
Dump Truck						X	X
Vactor Trailer						X	X
Future Capital Projects							
<b>Needed from General Fund* (capital projects add'l)</b>	<b>\$ 292,201</b>	<b>\$ 9,765</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 513,801</b>	<b>\$ -</b>	<b>\$ -</b>

# Options

## Funding Approach

### Tax/General fund

- SW program competes for funding with other City priorities
- Historically insufficient to fully fund program

### Stormwater fee

- Can generate sufficient revenue to support envisioned program
- Tied to each property's impact on drainage system
- Used to generate revenue in many SW programs in Texas

### Combination

- Fee could be supplemented by tax/general fund
- Fee could be set lower, initially
- Portion of costs covered by fee could be gradually increased over time
- Some protection against competing priorities of general fund monies



Item 2.

## Level of Service

### Minimum:

Permit compliance

Proactive maintenance and capital planning

# Stormwater Utility Funding Approach

## **Sufficient and Stable Revenue**

Rates set to recover sufficient program funding; funds do not need to compete with other City priorities

## **Fairness in Revenue Recovery**

Fees for each ratepayer tied to their impact and stormwater program costs, similar to water and sewer.

## **Increasingly Common in TX**

Large and small communities across the State have developed, or are developing, stormwater utilities

# Stormwater fee rate structure



## Enabling legislation

*“The governing body of the municipality may charge a lot or tract of benefitted property for drainage service on any basis other than the value of the property, but the basis must be directly related to drainage and the terms of the levy, and any classification of the benefitted properties in the municipality must be **nondiscriminatory, equitable, and reasonable.**”*



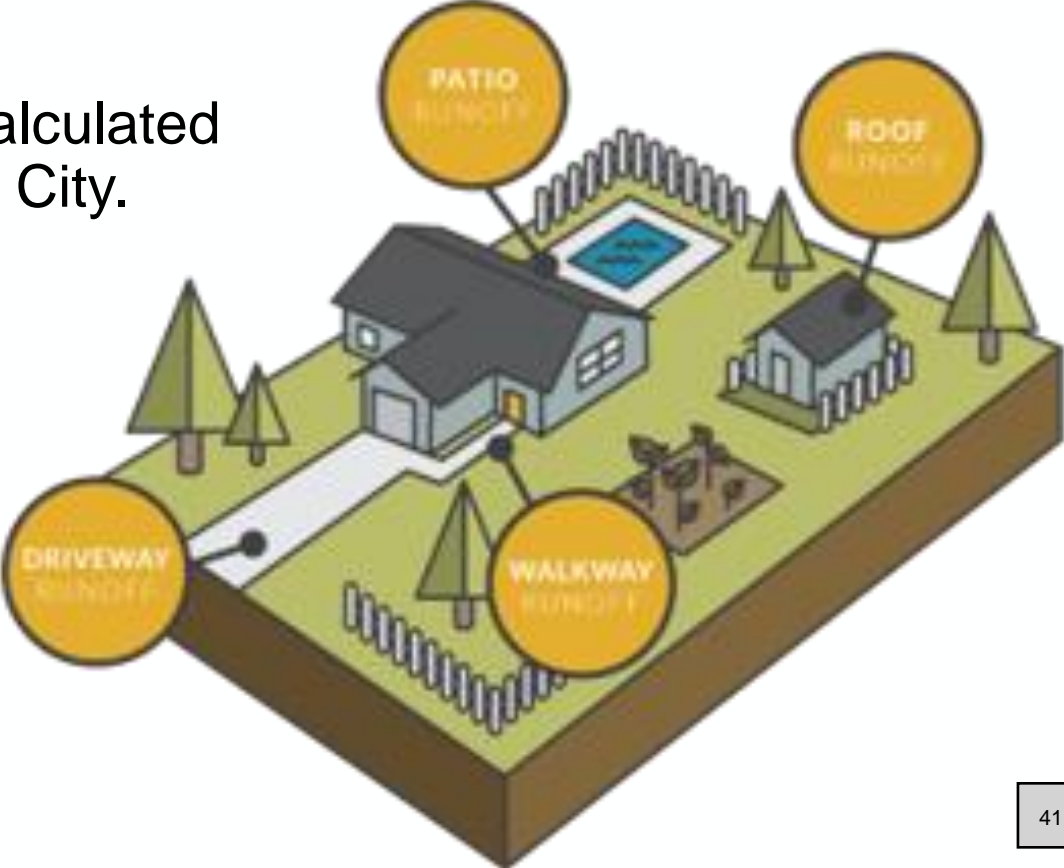
## Impervious area basis

- For Manor’s stormwater program, impervious area has been determined as the most **equitable** and **reasonable** basis for the charge.
- Impervious area from residential and non-residential properties results in the same impact to stormwater runoff.
- Difficult to differentiate between property classes based on program costs or average proportion of impervious area on properties
  - Some nonresidential properties have very low proportions of imperviousness
- No broadly applicable geographic distinctions in soil quality, etc.

# Stormwater Fee Background

**Impervious area:** Hard surfaces that impede the infiltration of stormwater runoff, such as concrete, pavement, structures, and compacted dirt and gravel.

**ERU:** The amount of impervious area on a typical residential property in Manor (2,730 sq ft). Value calculated by measuring random sample of SFR properties in City.



# Stormwater Fee Background

## Single Family Residential

- › Properties with a single residential structure
- › Simplified billing – flat rates or tiered rates.

## Non-Single Family Residential

- › All other properties
- › Billed based on measured impervious area (current values are estimates)

Class	Count of Parcels	ERUs	Percent ERUs
NSFR	863	5,375	55%
SFR	4,333	4,333	45%
SFR-F	1,340	-	
Total	6,536	9,708	



# Stormwater Rate Structure



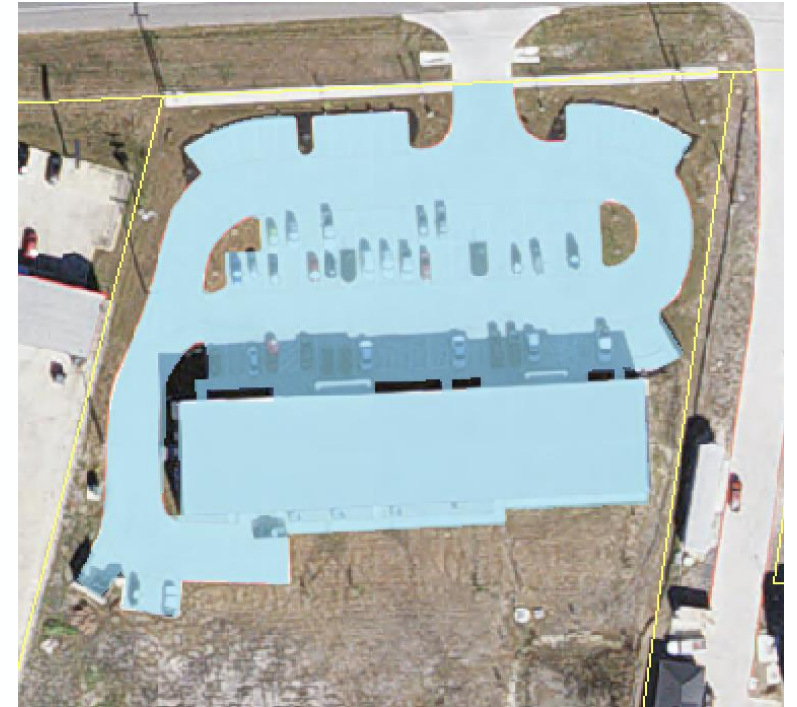
## Single Family Residential

- Each property charged a flat rate of 1 ERU (\$6.50\*)

## Non-Single Family Residential



- Charged \$6.50\* per ERU measured on the property.
- Charged a minimum of 1 ERU if they have greater than 400 sq ft impervious area
- Property's ERU rounded up to next whole number.

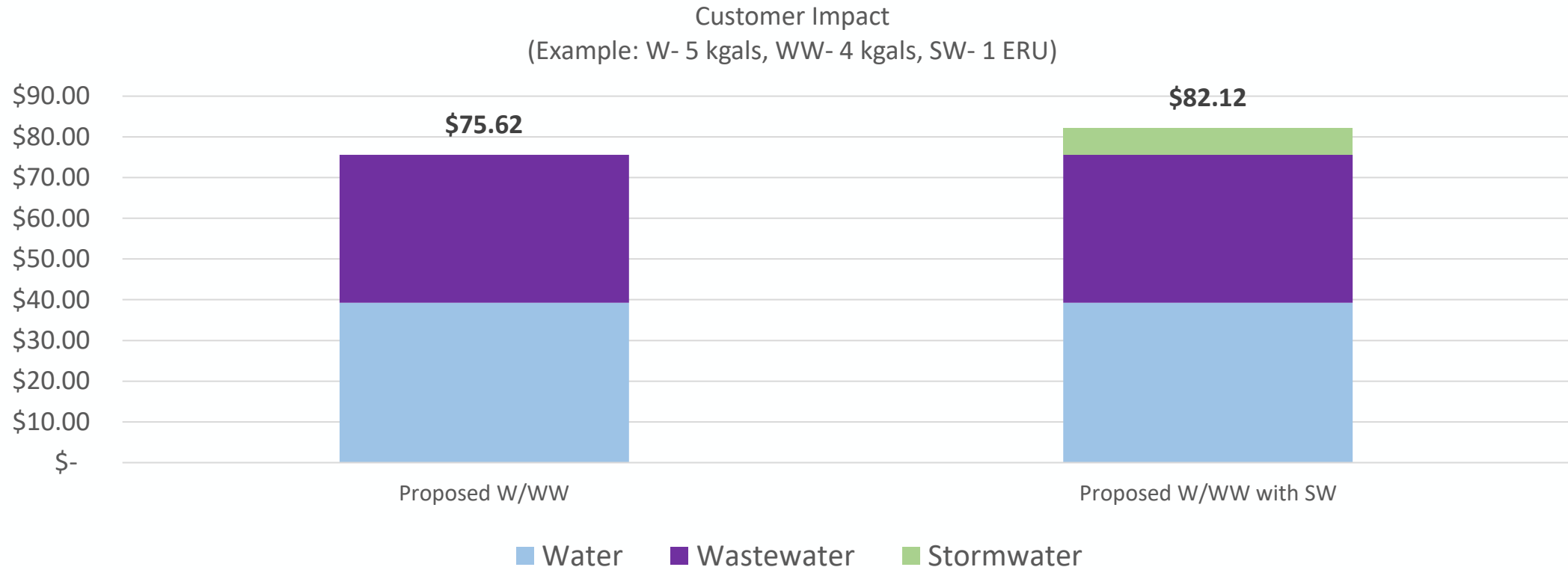


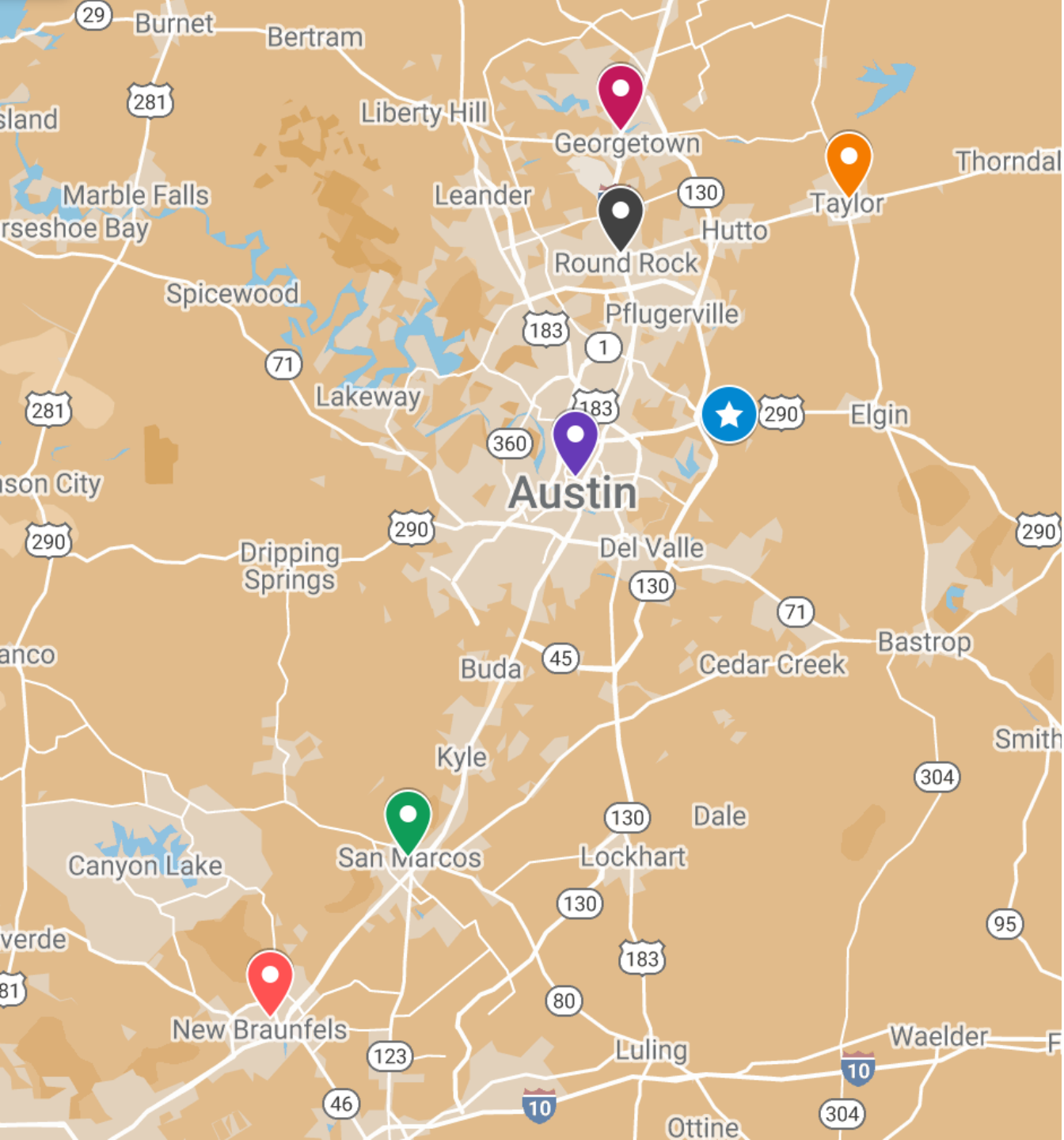
Example:

Impervious Area	ERUs	Fee
61,498 sq ft	23	\$149.50






\*Draft 2024 Rates from Feasibility Study

# Combined W/WW/SW Customer Impact





# Fee Comparison

Utility	Fee per ERU
 Manor	\$6.50
 Austin	\$9.80
 Taylor	\$3.00
 Round Rock	\$4.75
 San Marcos	\$14.90
 New Braunfels	\$4.59
 Georgetown	\$6.50



**CITY COUNCIL  
REGULAR SESSION MINUTES  
APRIL 19, 2023**

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

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Scott Dunlop, Development Services Director
- Lydia Collins, Finance Director
- Ryan Phipps, Chief of Police
- Denver Collins, Assistant Chief of Police
- Scott Jones, Economic Development Director
- Matthew Woodard, Public Works Director
- Debbie Charbonneau, Heritage & Tourism Manager
- Sarah Friberg, Court Administrator
- Tracey Vasquez, HR Director
- Phil Green, IT Director
- Michael Pachnick, IT Technician
- Veronica Rivera, Assistant City Attorney

## **REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:08 p.m. on Wednesday, April 19, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

### **INVOCATION**

Pastor, Carl Harvey Sr. with Turning Point Bible Fellowship Church gave the invocation.

### **PLEDGE OF ALLEGIANCE**

Mayor Harvey led the Pledge of Allegiance.

### **PROCLAMATIONS**

#### **A. Declaring Saturday, April 22, 2023, as “Earth Day”**

Mayor Harvey read and presented the Proclamation to Development Services Director Scott Dunlop and Heritage & Tourism Manager Debbie Charbonneau, both representing Keep Manor Beautiful. Mayor Harvey invited everyone to the Spring Park Cleanup event being held on Saturday, April 22<sup>nd</sup> from 9:00 a.m. - noon at Timmermann Park. He also announced the Community Shred Day event being held on Saturday, May 13<sup>th</sup> from 9:00 a.m. - 1:00 p.m. at Manor City Hall.

### **PUBLIC COMMENTS**

Ruth Taylor Biscoe submitted a speaker card and spoke in support of the Bocce Ball Courts at Timmermann Park. She expressed her concerns regarding the impact it has caused by removing the courts on the Senior Community.

Maria Teresa submitted a speaker card and spoke in support of the Bocce Ball Courts at Timmermann Park. She expressed her concerns regarding the impact it has caused by removing the courts on the community and seniors.

Bezawit Girma and Priscilla Tovar, 3125 N. Lamar Blvd., Austin, Texas, representing ASEZ WAO submitted a speaker card and introduced themselves and the nonprofit organization that focuses on community outreach projects worldwide. The group offered their volunteer services to the city and invited the City Council to participate in an upcoming Environmental Forum organized by ASEZ WAO.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and frustration with City Council and the city’s proposed developments. He expressed his disagreement with Agenda Item’s 14, 16, 20, 21, 24, 27, 28, and 29.

No one else appeared at this time.

## **PUBLIC HEARINGS**

### **1. Conduct a public hearing on an Ordinance annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop discussed the proposed annexation.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to close the Public Hearing.

There was no further discussion.

**Motion to close carried 7-0**

### **2. Conduct a public hearing on an Ordinance annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop discussed the proposed annexation.

**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 7-0**

### **3. Conduct a public hearing on an ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop discussed the proposed rezoning request.

Discussion was held regarding clarification on the type of Development Uses.

Assistant City Attorney Rivera advised that if Council decided to close the Public Hearing notifications should be sent out again or Council could motion to leave the Public Hearing open until the May 17<sup>th</sup> Regular Council meeting.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to leave the Public Hearing open until the May 17<sup>th</sup> Regular Council Meeting.

There was no further discussion.

**Motion to stay open carried 7-0**

- 4. Conduct a public hearing on an ordinance rezoning one (1) lot on 10 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 12920 Old Hwy 20, Manor, TX from Agriculture (A) to Neighborhood Business (NB) and Townhome (TH).**

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

Mayor Harvey opened the public hearing.

Julie Leonard, 12821 Ring Rd., Manor, Texas, submitted a speaker card in opposition to this item. She presented a petition to the Council signed by the Bell Farms community regarding the opposition to the abutting property described as approximately 10 acres being located at 12920 Old Highway 20, Manor, Texas.

Development Services Director Dunlop discussed the proposed rezoning request.

Discussion was held regarding the proposed zoning changes.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to close the Public Hearing.

There was no further discussion.

**Motion to close carried 6-0 (Council Member Deja Hill abstained)**

- 5. Conduct a public hearing on an ordinance rezoning one (1) lot on 22.78 acres, more or less, out of the AC Caldwell Survey 52, Abstract 154 and being located at 14807 E US 290, Manor, TX from Agricultural (A) to Multi-Family 25 (MF-2).**

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

Mayor Harvey opened the public hearing.



Development Services Director Dunlop stated that the applicant withdrew the rezoning request.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to close the Public Hearing.

There was no further discussion.

**Motion to close carried 7-0**

- 6. Conduct a public hearing on an ordinance annexing 22.78 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way in the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.**

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop stated that the applicant withdrew the application for annexation.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to close the Public Hearing.

There was no further discussion.

**Motion to close carried 7-0**

- 7. Conduct a public hearing on an ordinance rezoning 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).**

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop discussed the proposed rezoning request.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to close the Public Hearing.

There was no further discussion.

**Motion to close carried 7-0**



**8. Conduct a public hearing on an ordinance rezoning two (2) lots on 4 acres, more or less, being Lots 1 and 2, Block 3, Manor Commercial Park, and being located at 12617 Beltex Drive, Manor, TX to Light Industrial (IN-1).**

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop discussed the proposed rezoning request.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to close the Public Hearing.

There was no further discussion.

**Motion to close carried 7-0**

**9. Conduct a public hearing on a Subdivision Concept for the Entrada Glen Apartments, one (1) lot on 13.22 acres, more or less, and being located at the intersection of Gregg Manor Road and W Parsons Street, Manor, TX.**

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

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston St., Unit A, Manor, Texas, submitted a speaker card and spoke about his concerns regarding the proposed development in Manor's Historic District.

Katherine Nicely with Metcalfe Wolff Stuart & Williams LLP submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer questions posed by the City Council.

Sushil Mehta with Odeb Construction submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer questions posed by the City Council.

Development Services Director Dunlop discussed the proposed Subdivision Concept for Entrada Glen Apartments.

Discussion was held regarding Mr. Robert Heins at 409C W. Parson Street, Manor Texas. He submitted his concerns to the City Council and staff regarding the proposed development.

Discussion was held regarding the proposed buffer between the development and homes.

Discussion was held regarding the types of vegetation that would be planted.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill, to close the Public Hearing.

There was no further discussion.

**Motion to close carried 7-0**

**10. Conduct a public hearing on amendments to Chapter 14 Zoning of the Manor code of ordinances to modify the definition of Hospital Services; modify the Residential Land Use Table relating to Single-Family Attached (2 units) and Single-Family Detached uses; modify the Residential Land Use Conditions Table relating to Single-Family Attached (2 units) and Single-Family Detached uses; modify Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Hospital Services, Liquor Sales, Medical Clinic, Offices - Medical, Offices - Professional, Restaurant, and Restaurant - Drive-in or Drive-through uses; modify Non-Residential and Mixed-Use Land Use Conditions relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Gas Station - Full Service, Gas Station - Limited, Hotel, Liquor Sales, Restaurant, Restaurant - Drive-in or Drive-through uses; modify Non-Residential and Mixed-Use Development Standards relating to Maximum Dwelling Units; modify Non-Residential and Mixed-Use Development Standards Table Notes relating to alleys within the Historic District; modify Accessory Structures relating to gross floor area; modify architectural standards for Single-Family Detached and Two Family, Single-Family Attached, Manufactured Home, Multi-Family and Mixed Use, Office, Commercial Institutional and Industrial uses; modify procedures relating to Planned Unit Development (PUD) uses; modify procedures relating to a final site plan; and modify procedures relating to amendments to the Comprehensive Plan.**

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

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston St., Unit A, Manor, Texas, submitted a speaker card and spoke in opposition to the Comprehensive Plan.

Mayor Harvey asked for Point of Order. Mr. Battaile continued to express his frustration with the Comprehensive Plan.

Development Services Director Dunlop discussed the proposed zoning amendments as presented.

Discussion was held regarding the clarification of modifications to the maximum dwelling units from 30/acre to 20/acre.

Development Services Director Dunlop stated that the Zoning Ordinance could be modified once or twice a year.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Deja Hill, to close the Public Hearing.

There was no further discussion.

**Motion to close carried 7-0**

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to add Regular Agenda Item No's 17,18,19, 22, 23, and 24 to the Consent Agenda.

There was no further discussion.

**Motion to approve carried 7-0**

**CONSENT AGENDA**

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

- April 5, 2023, City Council Called Special Session; and
- April 5, 2023, City Council Regular Meeting

**12. Consideration, discussion, and possible action on the acceptance of the March 2023 Departmental Reports.**

- Police – Ryan Phipps, Chief of Police
- Finance – Lydia Collins, Director of Finance
- 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 – Debbie Charbonneau, Heritage & Tourism Manager
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Matt Woodard, Director of Public Works
- Manor Cemetery – Nora Sanchez, MC Manager
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

**17. Consideration, discussion, and possible action on a Resolution accepting a voluntary petition for annexation of 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

Resolution No. 2023-12: A Resolution of The City of Manor, Texas, Accepting the Petition for Annexation of 4.004 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.

- 18. First Reading: Consideration, discussion, and possible action on an ordinance annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

Ordinance: An Ordinance of The City of Manor, Texas Annexing 2.942 Acres of Land, More or Less Located in Travis County, Including Right-of-Way Into the Corporate Limits of the City, at the Request of the Property Owner; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing for Open Meetings and Other Related Matters.

- 19. First Reading: Consideration, discussion, and possible action on an Ordinance annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

Ordinance: An Ordinance of The City of Manor, Texas Annexing 2.855 Acres of Land, More or Less Located in Travis County, Including Right-of-Way Into the Corporate Limits of the City, at the Request of the Property Owner; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing for Open Meetings and Other Related Matters.

- 22. First Reading: Consideration, discussion, and possible action on an ordinance rezoning 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).**

Ordinance: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Agricultural (A) to Light Industrial (IN-1); Making Findings of Fact; and Providing for Related Matters.

- 23. First Reading: Consideration, discussion, and possible action on an ordinance rezoning two (2) lots on 4 acres, more or less, being Lots 1 and 2, Block 3, Manor Commercial Park, and being located at 12617 Beltex Drive, Manor, TX to Light Industrial (IN-1).**

Ordinance: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Agricultural (A) to Light Industrial (IN-1); Making Findings of Fact; and Providing for Related Matters.

**24. Consideration, discussion, and possible action on a Subdivision Concept for the Entrada Glen Apartments, one (1) lot on 13.22 acres, more or less, and being located at the intersection of Gregg Manor Road and W. Parsons Street, Manor, TX.**

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Emily Hill, to approve the Consent Agenda as read.

There was no further discussion.

**Motion to approve carried 7-0**

**REGULAR AGENDA**

**13. Consideration, discussion, and possible action on a Stormwater Drainage Fee Program.**

The city staff recommended that the City Council discuss and provide direction to staff on the Stormwater Drainage Fee Program.

Council Member Deja Hill would like to see additional rate options for single-family homes as requested by staff.

Council Member Amezcua would like to know when the surrounding cities adopted a new rate.

Council Member Deja Hill would also like to know the population of surrounding cities when new rates were proposed and adopted.

Mayor Harvey would like to know the impact the proposed rate would have on the general fund.

City Manager Moore suggested the proposed rate be included in the new fiscal year.

Mayor Harvey suggested the process for implementation could start and be ready to present to Council during the budget proposal.

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

**14. First Reading: Consideration, discussion, and possible action on an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinances to Modify the Definition of Hospital Services; Modify the Residential Land Use Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify the Residential Land Use Conditions Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts Relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Hospital Services, Liquor Sales, Medical Clinic, Offices - Medical, Offices -**

**Professional, Restaurant, and Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use Land Use Conditions relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Gas Station - Full Service, Gas Station - Limited, Hotel, Liquor Sales, Restaurant, Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use Development Standards Relating to Maximum Dwelling Units; Modify Non-Residential and Mixed-Use Development Standards Table Notes Relating to Alley Within the Historic District; Modify Accessory Structures Relating to Gross Floor Area; Modify Architectural Standards for Single-Family Detached and Two Family, Single-Family Attached, Manufactured Home, Multi-Family and Mixed Use, Office, Commercial Institutional and Industrial Uses; Modify Procedures Relating to Planned Unit Development (PUD) Uses; Modify Procedures Relating to a Final Site Plan; and Modify Procedures Relating to Amendments to the Comprehensive Plan.**

The city staff recommended that the City Council approve the first reading of an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinance.

Mayor Harvey clarified that city staff was recommending 30 units per acre from 15 units per acre on Section 10 and for Section 11 to remain as written whereas the Planning and Zoning Commission was recommending 20 units per acre on Section 10 and the removal of Section 11.

Development Services Director Dunlop explained the benefits of allowing development flexibility in the historic business for Section 10.

Discussion was held regarding the P&Z Commission recommendations.

Discussion was held regarding buffer requirements.

Ordinance: An Ordinance of The City of Manor, Amending Chapter 14, Zoning, of The Code of Ordinances of The City Of Manor, Texas, by Providing for The Amendment of Definitions; Residential Land Use Table; Residential Land Use Conditions; Amending Non-Residential Uses In Non-Residential And Mixed-Use Zoning Districts; Non-Residential and Mixed-Use Land Use Conditions; Non-Residential And Mixed-Use Development Standards; Amending Non-Residential And Mixed-Use Development Standards Table Notes; Accessory Structures; Architectural Standards; And Procedures; Providing For a Severability, Providing Savings, Open Meetings, And Effective Date Clauses; 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 Chapter 14 Zoning of the Manor Code of Ordinances.

Council Member Deja Hill requested a friendly amendment to the motion to consider the P&Z Commission’s recommendation to Section 10 of 20 units per acre.

There was no acceptance of the request.

Council Member Amezcua suggested 25 units per acre.

**MOTION:** Upon a friendly amendment made by Council Member Wallace and seconded by Council Member Amezcua to approve the first reading of an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinances with modification to Section 10 from 30 units per acre to 25 units per acre.

There was no further discussion.

**Motion to approve carried 5-2 (Mayor Harvey and Mayor Pro Tem Emily Hill voted against)**

**15. Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances, Chapter 4, Article 4.02 Alcoholic Beverages.**

The city staff recommended that the City Council discuss an amendment to the Manor Code of Ordinances, Chapter 4 Article 4.02 Alcoholic Beverages.

Development Services Director Dunlop discussed the proposed ordinance.

Discussion was held regarding restrictions near church buildings, public schools, or public hospitals.

Discussion was held regarding state regulations for distance measurements.

Discussion was held regarding food truck permit regulations.

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

**16. Consideration, discussion, and possible action on the First Amendment to the Butler Development Agreement.**

The city staff recommendation was that the City Council approve the First Amendment to the Butler Development Agreement.

Talley Williams with Metcalfe Wolff Stuart & Williams submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

Development Services Director Dunlop discussed the proposed development agreement.



**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Deja Hill, to approve the First Amendment to the Butler Development Agreement.

There was no further discussion.

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

**20. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**

The city staff recommendation was that the City Council postpone the item to the May 17, 2023, Regular Council Meeting.

Development Services Director Dunlop discussed the proposed rezoning request.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Deja Hill, to postpone the item to the May 17<sup>th</sup> Council meeting.

There was no further discussion.

**Motion to postpone carried 7-0**

Council Member Deja Hill advised she would be abstaining from discussion and consideration of the following item, as her home was within the radius of the development and received a mailing notice. The appropriate Conflict of Interest Affidavit was filled out and filed with the City Secretary.

Council Member Deja Hill removed herself from the dais.

**21. First Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 10 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 12920 Old Hwy 20, Manor, TX from Agriculture (A) to Neighborhood Business (NB) and Townhome (TH).**

The city staff recommendation was that the City Council postpone the item until a future land use map could be updated.

Development Services Director Dunlop discussed the proposed rezoning request and the reasoning for postponement.

Discussion was held regarding the unofficial petition submitted to the P&Z Commission.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to withdraw the item.



There was no further discussion.

**Motion to withdraw carried 6-0**

Council Member Deja Hill returned to the dais.

**25. Consideration, discussion, and possible action on the Purchase Contract with Raymundo Rebollar for a wastewater easement with temporary construction easement.**

The city staff recommendation was that the City Council approve the purchase contract with Raymundo Rebollar for a wastewater easement with a temporary construction easement.

City Manager Moore discussed the proposed purchase contract.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve the purchase contract with Raymundo Rebollar for a wastewater easement with temporary construction easement.

There was no further discussion.

**Motion to approve carried 7-0**

**26. Consideration, discussion, and possible action on the Purchase Contract with Arthur Dent Werchan for a wastewater easement with temporary construction easement.**

The city staff recommendation was that the City Council approve the purchase contract with Arthur Dent Werchan for a wastewater easement with a temporary construction easement.

City Manager Moore discussed the proposed purchase contract.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve the purchase contract with Arthur Dent Werchan for a wastewater easement with a temporary construction easement.

There was no further discussion.

**Motion to approve carried 7-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 9:48 p.m. on Wednesday, April 19, 2023, in accordance with the requirements of the Open Meetings Law.

## EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in - *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID; Section 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the NewHaven Development and Annexation Agreement; Section 551.071 and Section 551.087, Texas Government Code to deliberate on the acquisition of real property; and Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Multi-Family Project Development Using Public Facility Corporations.* at 9:48 p.m. on Wednesday, April 19, 2023.

The Executive Session was adjourned at 11:31 p.m. on Wednesday, April 19, 2023.

## OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 11:31 p.m. on Wednesday, April 19, 2023.

## REGULAR AGENDA

**27. Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 93.775 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner and approving an agreement for the provision of services for the annexed area.**

Ordinance No. 697: An Ordinance of The City of Manor, Texas Annexing 93.775 Acres of Land, More or Less, Located in Travis County, Including the Abutting Streets, Roadways, And Rights-Of-Way Into the Corporate Limits of The City, at the Request of The Property Owner; Approving an Agreement for the Provision of Services for the Annexed Area; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing For Open Meetings And Other Related Matters.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Emily Hill, to approve the second and final reading of Ordinance No. 697 annexing 93.775 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner and approving an agreement for the provision of services for the annexed area.

There was no further discussion.

**Motion to approve carried 7-0**

**28. Second and Final Reading: Consideration, discussion, and possible action on an Ordinance for the Final Planned Use Development for the New Haven Subdivision, two hundred and seventy-two (272) lots on 90.3 acres, more or less, and being located near the intersections of Gregg Ln and N. FM 973, Manor, TX.**

Aneil Naik with Drenner Group located at 2705 Bee Cave Rd., Suite 100, Austin, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Talley Williams with Metcalfe Wolff Stuart & Williams submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

Ordinance No. 698: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land to Planned Unit Development (PUD); Making Findings of Fact; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill, to approve the second and final reading of Ordinance No. 698 for the Final Planned Use Development for the New Haven Subdivision, two hundred and seventy-two (272) lots on 90.3 acres, more or less, and being located near the intersections of Gregg Ln and N. FM 973, Manor, TX.

There was no further discussion.

**Motion to approve carried 7-0**

**29. Consideration, discussion, and possible action on the New Haven Development Agreement.**

Talley Williams with Metcalfe Wolff Stuart & Williams submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

Assistant City Attorney Rivera discussed the reline revision on Section 6.04 to include “Oversizing Costs of the Offsite Wastewater Facilities”.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve the New Haven Development Agreement with the amendment of the red line revisions.

There was no further discussion.

**Motion to approve carried 7-0**

**30. Consideration, discussion, and possible action on an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Gregg Lane Development, LLC resulting in a 10.600 acre Remainder Tract.**

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Gregg Lane Development, LLC resulting in a 10.600-acre Remainder Tract.

There was no further discussion.

**Motion to approve carried 7-0**

**31. Consideration, discussion, and possible action on an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Gregg Lane Development, LLC resulting in a 0.605 acre Remainder Tract.**

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir, to an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Gregg Lane Development, LLC resulting in a 0.605 acre Remainder Tract.

There was no further discussion.

**Motion to approve carried 7-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 11:36 p.m. on Wednesday, April 19, 2023.

These minutes were approved by the Manor City Council on the 3rd day of May 2023.

**APPROVED:**

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

**ATTEST:**

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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Declaration of Public Water Quality Easement for the Shadowglen Subdivision being 0.057 acres.

**BACKGROUND/SUMMARY:**

This document declares, but does not convey, a 0.057 acre easement on the city’s property in the Shadowglen Subdivision so the development may utilize the area to meet Travis County requirements for water quality. The easement is to be maintained by the developer, or its assigns, which may be a municipal utility district, property management company, or homeowner’s association. The Shadowglen Development Agreement permits the usage of the city’s property for stormwater and water quality infrastructure.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Declaration of Public Water Quality Easement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve a Declaration of Public Water Quality Easement for the Shadowglen Subdivision being 0.057 acres.

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

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

**DECLARATION OF PUBLIC WATER QUALITY EASEMENT**

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

That the City of Manor, Texas, a Texas home-rule municipal corporation, whose mailing address is 105 E. Eggleston Street, Manor, Texas 78653 (hereinafter called the "Declarant"), being the owner of that certain 200.38 acre tract of land out of the William Sanderford Survey No. 70, situated in Travis County, Texas, pursuant to that certain deed of record in Document No. 2012141817 of the Official Public Records of Travis County, Texas, has executed this Declaration of Public Water Quality Easement (the "Easement") for the purpose of establishing the following non-exclusive easement to use a portion of said land for the Easement Purpose, as herein defined, in, under, upon, and across the following described property (the "Easement Tract"), to-wit:

All that 0.057-acre strip of land out of the William Sanderford Survey No 70, Abstract 743, situated in Travis County, Texas, being more particularly described by metes and bounds in Exhibit A, which is attached hereto and made a part hereof.

Also see "Sketch to Accompany Field Notes" made a part of Exhibit A.

The Easement, rights, and privileges hereby created shall be used solely for the purpose of the installation, construction, operation, use, maintenance and repair of water quality facilities (the "Easement Purpose"). Except as otherwise stated, the Easement and other rights and privileges hereby created shall be perpetual.

Declarant further covenants and agrees:

- 1) to use the Easement Tract only in those ways consistent with the water quality easement herein granted and agrees to do nothing which would materially impair use of, or would damage, or destroy the water quality facilities within the Easement Tract, and it is further understood and agreed that the covenants and agreements set forth herein shall be considered covenants running with the land, fully binding upon Declarant and its successors and assigns;
- 2) no objects that would interfere in any material way or are inconsistent with the

rights granted under this instrument for water quality easement purposes, including but not limited to, buildings, fences, or landscaping that obstructs or impairs use of the water quality facilities for the purposes granted herein, shall be allowed on the Easement Tract;

- 3) the subject Easement shall be maintained by the developer, or its assigns, which may include a municipal utility district, property management company, or home owners' association through a license agreement; and
- 4) Declarant or its assigns shall provide for access to the subject Easement as may be reasonably necessary and shall not prohibit access for inspection or maintenance of said Easement.

The benefits and obligations of the Easement created herein shall constitute benefits and servitudes running with the land.

EXECUTED THIS THE 17<sup>th</sup> DAY OF APRIL 2023.

**DECLARANT:**

**THE CITY OF MANOR**

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

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Scott Moore, City Manager for the City of Manor, Texas, on behalf of said municipal corporation.

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

AFTER RECORDING RETURN TO:

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

**EXHIBIT "A"**

**A METES AND BOUNDS  
DESCRIPTION OF A  
0.057 ACRE STRIP OF LAND**

**BEING** a 0.057 acre (2,490 square feet) strip of land situated in the William Sanderford Survey No. 70, Abstract No. 743, Travis County, Texas; being a portion of a called 200.38 acre tract of land described in instrument to the City of Manor in Document No. 2012141817 of the Official Public Records of Travis County; and being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" found marking the northwest corner of Lot 12, Block G of Shadowglen Phase 2, Section 17, plat of which is recorded in Document No. 201900191 of the Official Public Records of Travis County, on the southerly line of Lot 1, Block A of Shadowglen Phase 2, Section 21A & 21B, plat of which is recorded in Document No. 202000049 of the Official Public Records of Travis County;

**THENCE**, North 76°39'59" West, 933.21 feet, departing the northwest corner of said Lot 12 and the southerly line of said Lot 1 to the **POINT OF BEGINNING** of the herein described tract on the common line between said 200.38 acre tract and said Lot 1;

**THENCE**, South 27°59'50" West, 174.57 feet along said common line to a point for corner;

**THENCE**, departing said common line and crossing said 200.38 acre tract the following two (2) courses and distances:

1. North 52°27'57" West, 28.92 feet to a point for corner;
2. North 37°32'03" East, 172.16 feet to the **POINT OF BEGINNING**, and containing 0.057 acre of land in Travis County, Texas. All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas. The bearings, distances, areas and coordinates shown hereon are Texas State Coordinate System GRID, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS).

**WATER QUALITY  
EASEMENT  
0.057 ACRE  
WILLIAM SANDERFORD SURVEY  
NO. 70, ABSTRACT NO. 743  
TRAVIS COUNTY, TEXAS**

ABEL P. STENDAHL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6754  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78218  
PH. 210-541-9166  
abel.stendahl@kimley-horn.com



**Kimley»Horn**

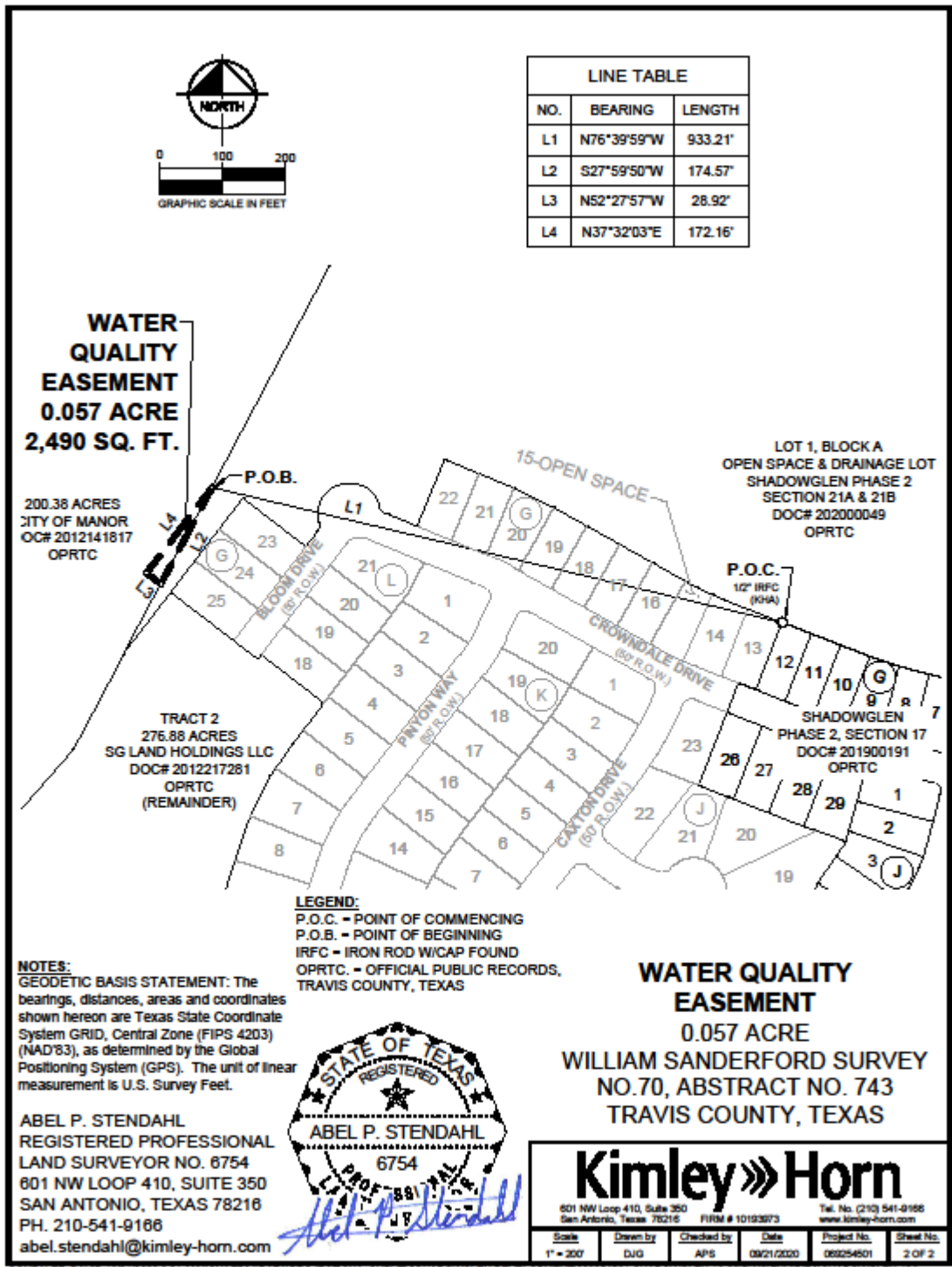
601 NW Loop 410, Suite 350 San Antonio, Texas 78218 FIRM # 10193873 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	DJG	APS	09/21/2020	060254601	1 OF 2

GONZALEZ, DAVID 10/21/2020 9:21 AM \\SNAFF01\DATA\PROJECTS\SNA\_SURVEY\SHADOWGLEN DEVELOPMENT\060254501-SHADOWGLEN 18-2R\DWG\EXHIBIT 01\SHADOWGLEN 18A



EXHIBIT A



GONZALEZ, DAVID 10/21/2020 9:21 AM \\SNA\F01\DATA\PROJECTS\SNA\_SURVEY\SHADOWGLEN DEVELOPMENT\080254501-SHADOWGLEN 18-2R\DWG\EXHIBIT 5\SHADOWGLEN 18A



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Declaration of Drainage Easement for the Shadowglen Subdivision being 0.018 acres.

**BACKGROUND/SUMMARY:**

This document declares, but does not convey, a 0.018 acre easement on the city’s property in the Shadowglen Subdivision so the development may utilize the area as a drainage easement. The easement is to be maintained by the developer, or its assigns, which may be a municipal utility district, property management company, or homeowner’s association. The Shadowglen Development Agreement permits the usage of the city’s property for stormwater and water quality infrastructure.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Declaration of Drainage Easement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve a Declaration of Drainage Easement for the Shadowglen Subdivision being 0.018 acres.

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

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

**DECLARATION OF DRAINAGE EASEMENT**

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

That the City of Manor, Texas, a Texas home-rule municipal corporation, whose mailing address is 105 E. Eggleston Street, Manor, Texas 78653 (hereinafter called the "Declarant"), being the owner of that certain 200.38 acre tract of land out of the William Sanderford Survey No. 70 and the Summer Bacon Survey No. 62, situated in Travis County, Texas, pursuant to that certain deed of record in Document No. 2012141817 of the Official Public Records of Travis County, Texas, has executed this Declaration of Public Drainage Easement (the "Easement") for the purpose of establishing the following non-exclusive easement to use a portion of said land for the Easement Purpose, as herein defined, in, under, upon, and across the following described property (the "Easement Tract"), to-wit:

All that 0.018-acre tract of land out of the William Standerford Survey No. 70, Abstract No. 743, situated in Travis County, Texas, being more particularly described by metes and bounds in Exhibit A, which is attached hereto and made a part hereof.

Also see "Sketch to accompany Field Notes" made a part of Exhibit A.

The Easement, rights, and privileges hereby created shall be used solely for the purpose of the installation, construction, operation, use, maintenance and repair of drainage facilities (the "Easement Purpose"). Except as otherwise stated, the Easement and other rights and privileges hereby created shall be perpetual.

Declarant further covenants and agrees:

- 1) to use the Easement Tract only in those ways consistent with the drainage easement herein granted and agrees to do nothing which would materially impair use of, or would damage, or destroy the drainage facilities within the Easement Tract, and it is further understood and agreed that the covenants and agreements set forth herein shall be considered covenants running with the land, fully binding upon Declarant and its successors and assigns;
- 2) no objects that would interfere in any material way or are inconsistent with the rights granted under this instrument for drainage easement purposes, including but

not limited to, buildings, fences, or landscaping that obstructs or impairs use of the drainage facilities for the purposes granted herein, shall be allowed on the Easement Tract;

- 3) the subject Easement shall be maintained by the developer, or its assigns, which may include a municipal utility district, property management company, or homeowners' association through a license agreement; and
- 4) Declarant or its assigns shall provide for access to the subject Easement as may be reasonably necessary and shall not prohibit access for inspection or maintenance of said Easement.

The benefits and obligations of the Easement created herein shall constitute benefits and servitudes running with the land.

EXECUTED THIS THE 17<sup>th</sup> DAY OF APRIL 2023.

**DECLARANT:  
THE CITY OF MANOR**

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

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Scott Moore, City Manager for the City of Manor, Texas, on behalf of said municipal corporation.

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

AFTER RECORDING RETURN TO:

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

EXHIBIT A

**A METES AND BOUNDS  
DESCRIPTION OF A  
0.018 ACRE STRIP OF LAND**

**BEING** a 0.018 acre (800 square feet) strip of land situated in the William Sanderford Survey No. 70, Abstract No. 743, Travis County, Texas; being a portion of a called 200.38 acre tract of land described in instrument to the City of Manor in Document No. 2012141817 of the Official Public Records of Travis County; and being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" found marking the northwest corner of Lot 12, Block G of Shadowglen Phase 2, Section 17, plat of which is recorded in Document No. 201900191 of the Official Public Records of Travis County, on the southerly line of Lot 1, Block A of Shadowglen Phase 2, Section 21A & 21B, plat of which is recorded in Document No. 202000049 of the Official Public Records of Travis County;

**THENCE**, North 70°09'42" West, 912.04 feet, departing the northwest corner of said Lot 12 and the southerly line of said Lot 1 to the **POINT OF BEGINNING** of the herein described tract on the common line between said 200.38 acre tract and said Lot 1;

**THENCE**, South 27°59'50" West, 40.00 feet along said common line to a point for corner;

**THENCE**, departing said common line and crossing said 200.38 acre tract the following three (3) courses and distances:

1. North 82°00'10" West, 20.00 feet to a point for corner;
2. North 27°59'50" East, 40.00 feet to a point for corner;
3. South 82°00'10" East, 20.00 feet to the **POINT OF BEGINNING**, and containing 0.018 acre of land in Travis County, Texas. All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas. The bearings, distances, areas and coordinates shown hereon are Texas State Coordinate System GRID, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS).

**DRAINAGE EASEMENT  
0.018 ACRE  
WILLIAM SANDERFORD SURVEY  
NO. 70, ABSTRACT NO. 743  
TRAVIS COUNTY, TEXAS**

ABEL P. STENDAHL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6754  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78218  
PH. 210-541-9166  
abel.stendahl@kimley-horn.com



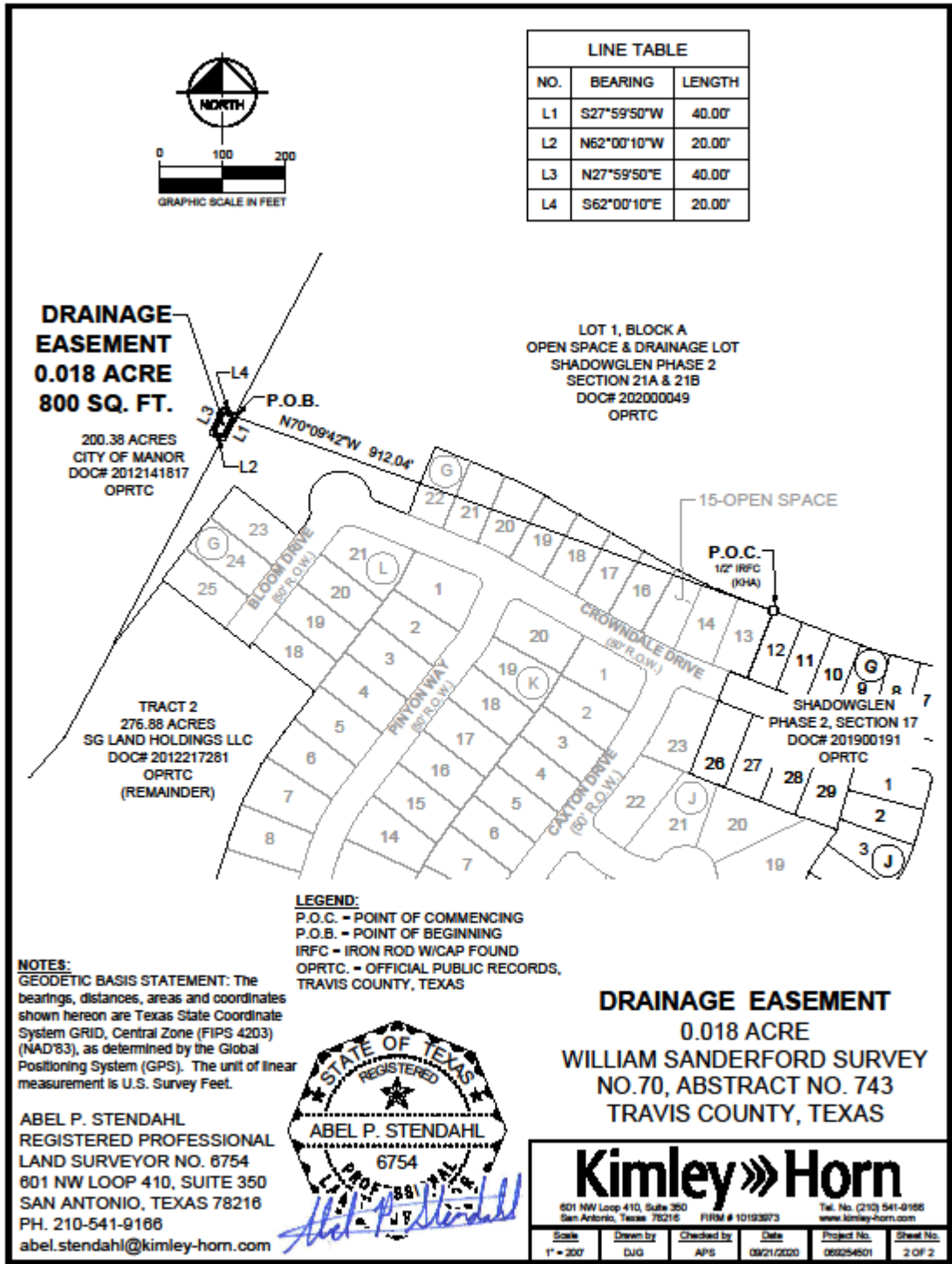
**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78218 FIRM # 10193673 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	DJG	APS	09/21/2020	060254601	1 OF 2

GONZALEZ, DAVID 10/21/2020 9:18 AM \\SNA\FP01\DATA\PROJECTS\SNA\_SURVEY\SHADOWGLEN DEVELOPMENT\060254501-SHADOWGLEN 18-2R\DWG\EXHIBIT 01\SHADOWGLEN 18A

EXHIBIT A



GONZALEZ, DAVID 10/21/2020 9:18 AM \\SNAFF01\DATA\PROJECTS\SNA\_SURVEY\SHADOWGLEN DEVELOPMENT\080254501-SHADOWGLEN 18-2RD\DWG\EXHIBIT 5\SHADOWGLEN 18A



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Drainage Easement on Lot 12, Block C, Wildhorse Creek Commercial and being 0.281 acres.

**BACKGROUND/SUMMARY:**

Lot 12 was platted with a large drainage easement across the property. The developer has filed to replat the property without the drainage easement on the plat and it has been approved by the Planning Commission at their April 12<sup>th</sup> meeting. The plat has not been recorded and it will not be until this drainage easement is approved and can be recorded simultaneously with the plat so that a drainage easement remains on the property. The reconfigured drainage easement makes the property more developable.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Drainage Easement

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve a Drainage Easement on Lot 12, Block C, Wildhorse Creek Commercial and being 0.281 acres.

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

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:

*Peter A. Dwyer*  
4/11/2023

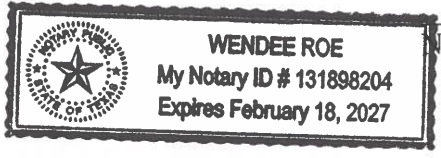
By: Peter A. Dwyer

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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, 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.

\_\_\_\_\_  
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]



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°01'57", an arc length of 104.51 feet, and a chord which bears N10°32'22"E, a distance of 104.51 feet to a calculated point at the end of said curve;
4. N10°55'25"E, a distance of 300.55 feet to a calculated point, for the northwesterly corner hereof;
5. S79°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.



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 11  
BLOCK C  
WILDHORSE CREEK  
COMMERCIAL  
DOC. NO. 200500205

LOT 12  
BLOCK C  
WILDHORSE CREEK  
COMMERCIAL  
DOC. NO. 200500205

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'

**0.281 ACRE**  
(12,234 SQ. FT.)



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 & 546

11725 MURCHISON ST., MANOR, TX 78653

DRAINAGE EASEMENT

DATE: 4/7/23	DRAWN BY: PWP	SCALE: 1"=80'	CODE: 2023.068
-----------------	------------------	------------------	-------------------

Dwg Name: P:\617.003 Dwyer Realty Companies\003 11725 Murchison St.\dwg\Surv\Final Drawings\ Exhibits\_Surv\EX1-Drainage.dwg Updated By: adashner





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).

*Applicant: Westwood Professional Services*

*Owner: Lone Star Electric*

**BACKGROUND/SUMMARY:**

This property was recently annexed into the city limits. They are lots within the Manor Commercial Park, which is an industrial business park. The owner has a site plan in review to construct two industrial buildings and associated site improvements. The default zoning after annexation is Agricultural which is why the property currently has that zoning designation.

The Comprehensive Plan FLUM has this area as ‘Employment Center’ which has uses that are consistent with IN-1 Light Industrial.

P&Z conducted the public hearing and found it in compliance with the Comp Plan. They voted 5-0 to approve

First reading was approved on consent at the April 19<sup>th</sup> City Council meeting.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Ordinance No. 699
- Letter of intent
- Rezone Map
- Aerial Image
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 699 rezoning 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).

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

**ORDINANCE NO. 699**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO LIGHT INDUSTRIAL (IN-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A" (the "Property"), from Agricultural (A) to zoning district Light Industrial (IN-1). The Property is accordingly hereby rezoned to Light Industrial (IN-1).

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

**ORDINANCE NO. 699**

**PASSED AND APPROVED FIRST READING** on this 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this 3<sup>rd</sup> day of May 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT “A”**

Property Legal Description:

Lots 6, 7 and 8, Block 5, Manor Commercial Park III, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200500033, Official Public Records of Travis County, Texas and a 3.550 acre tract more particularly described as follows:

**3.550 ACRES TRACT**

Part of "Tract 1" of Zalaram LLC Tract  
A.C. Caldwell Survey, Abstract No. 154  
City of Manor, Travis County, Texas

**DESCRIPTION** of a 3.550 acre tract of land situated in the A.C. Caldwell Survey, Abstract No. 154, Travis County, Texas; said tract being part of a General Warranty Deed to the Zalaram LLC, described in as "Tract 1" recorded in Document No. 2015078185 of the Official Public Records of Travis County, Texas; said 3.550 acre tract being more particularly described as follows:

**BEGINNING**, at a 1/2-inch iron rod found at the northwest corner of said "Tract 1" and the southwest corner of Lot 8, Block 5, Manor Commercial Park III, an addition to the City of Manor, Texas according to the plat recorded in Document No. 200500033 of said Official Public Records,

**THENCE**, South 62 degrees, 06 minutes, 35 seconds East, along the north line of said "Tract 1" and the southwest line of said Lot 8, a distance of 417.40 feet to a 1/2-inch iron rod found; said point being also being the southeast corner of said Lot 8 and the northeast corner of said "Tract 1" in the west line of Lot 3, Kimbro Road Estates an addition to the City of Manor, Texas according to the plat recorded in Volume 79, Page 12 of the Map Records of Travis County, Texas;

**THENCE**, South 27 degrees, 16 minutes, 24 seconds West, departing the said southwest line of Lot 8 and along the said west line of Lot 3 and along the east line of said "Tract 1" a distance of 366.20 feet to a point for corner;

**THENCE**, departing the said west line of Lot 3 and the said east line of "Tract 1" and into and across said "Tract 1", the following two (2) calls:

North 62 degrees, 47 minutes, 18 seconds West, a distance of 421.37 feet to a point for corner;

North 27 degrees, 53 minutes, 25 seconds East, a distance of 371.17 feet to the **POINT OF BEGINNING**;

**CONTAINING**: 154,618 square feet or 3.550 acres of land, more or less.

*(A survey plat of even survey date herewith accompanies this description.)*

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the exhibit tract described.

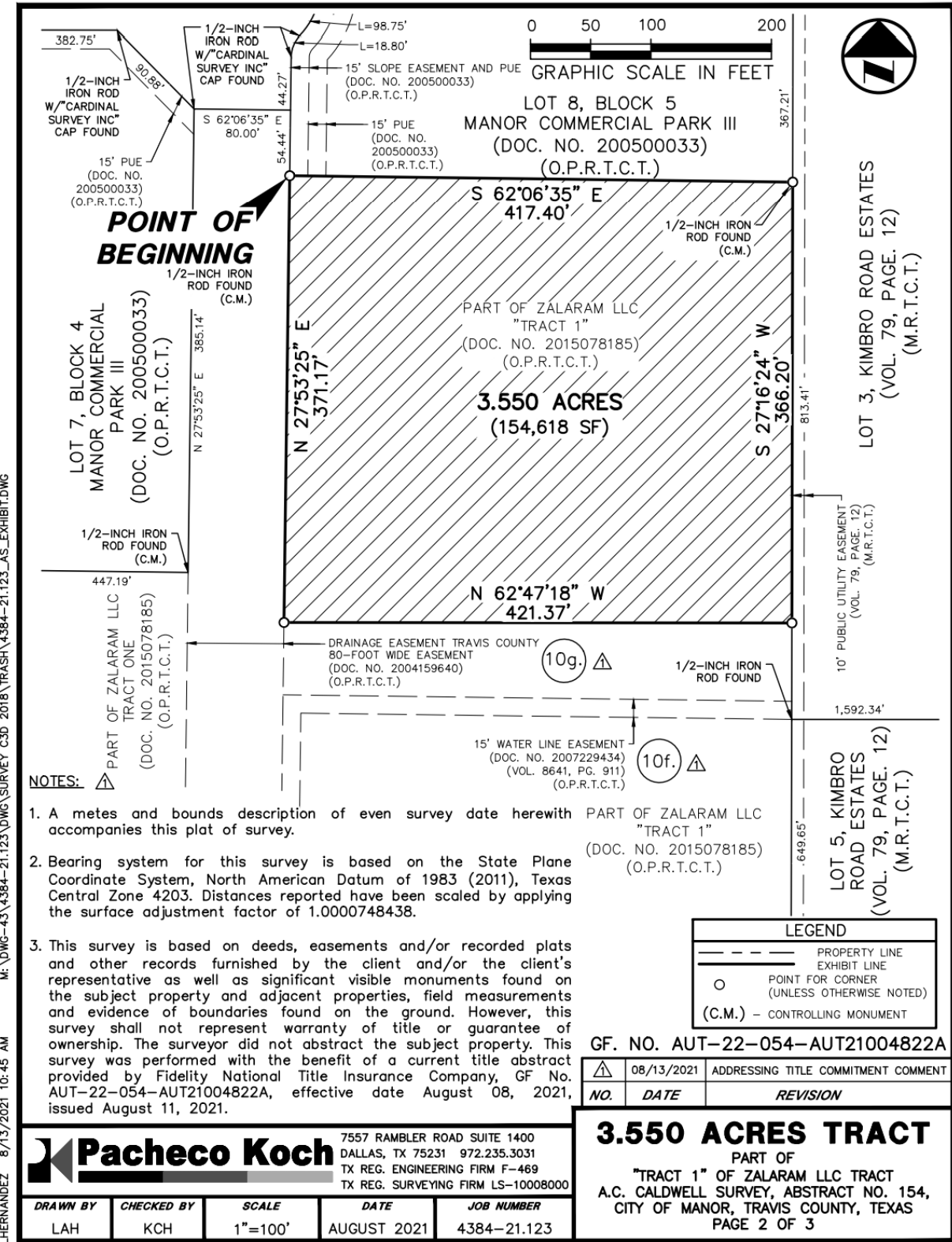
*Kyle Harris*

08/13/2021

Kyle Harris Date  
Registered Professional Land Surveyor No. 6266  
Pacheco Koch Consulting Engineers, Inc.  
7557 Rambler Rd., #1400, Dallas TX 75231  
(972) 235-3031  
TX Reg. Surveying Firm LS-10008000



4670-20.448\_EX1.doc lah  
4670-20.448\_EX1.dwg lah



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- NOTES:**
1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
  2. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas Central Zone 4203. Distances reported have been scaled by applying the surface adjustment factor of 1.0000748438.
  3. This survey is based on deeds, easements and/or recorded plats and other records furnished by the client and/or the client's representative as well as significant visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not abstract the subject property. This survey was performed with the benefit of a current title abstract provided by Fidelity National Title Insurance Company, GF No. AUT-22-054-AUT21004822A, effective date August 08, 2021, issued August 11, 2021.

PART OF ZALARAM LLC "TRACT 1" (DOC. NO. 2015078185) (O.P.R.T.C.T.)

LEGEND	
---	PROPERTY LINE
- - -	EXHIBIT LINE
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	- CONTROLLING MONUMENT

GF. NO. AUT-22-054-AUT21004822A			
NO.	DATE	REVISION	COMMENT
1	08/13/2021		ADDRESSING TITLE COMMITMENT

**Pacheco Koch**  
 7557 RAMBLER ROAD SUITE 1400  
 DALLAS, TX 75231 972.235.3031  
 TX REG. ENGINEERING FIRM F-469  
 TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
LAH	KCH	1"=100'	AUGUST 2021	4384-21.123

**3.550 ACRES TRACT**  
 PART OF  
 "TRACT 1" OF ZALARAM LLC TRACT  
 A.C. CALDWELL SURVEY, ABSTRACT NO. 154,  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS  
 PAGE 2 OF 3

**NOTES ADDRESSING SCHEDULE "B" EXCEPTIONS**

10f. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mansville Water Supply Corp.  
Purpose: As provided in said instrument  
Recording No: Volume 8641, Page 911, Real Property Records, Travis County, Texas. Does not affect the subject property as shown hereon.

10g. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Travis County  
Purpose: As provided in said instrument  
Recording No: Document No. 2004159640, Official Public Records of Travis County, Texas. Does not affect the subject property as shown hereon.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the exhibit tract described.

*Kyle Harris* 08/13/2021  
Date  
Kyle Coleman Harris  
Registered Professional  
Land Surveyor No. 6266



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LHERNANDEZ 8/13/2021 10:45 AM

GF. NO. AUT-22-054-AUT21004822A

△	08/13/2021	ADDRESSING TITLE COMMITMENT COMMENT
NO.	DATE	REVISION



7557 RAMBLER ROAD SUITE 1400  
DALLAS, TX 75231 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008000

**3.550 ACRES TRACT**  
PART OF  
"TRACT 1" OF ZALARAM LLC TRACT  
A.C. CALDWELL SURVEY, ABSTRACT NO. 154,  
CITY OF MANOR, TRAVIS COUNTY, TEXAS  
PAGE 3 OF 3

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
LAH	KCH	NONE	AUGUST 2021	4384-21.123



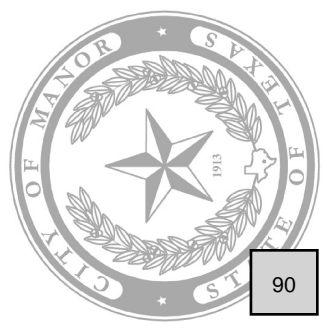
**Subject Property:  
13.98 Acres**

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

Item 6.

**Current:  
Agricultural (A)**

**Proposed:  
Light Industrial (IN-1)**





March 17, 2023  
PK No.: 4384-21.123

**Mr. Scott Dunlap**  
**CITY OF Manor**  
Planning Department  
105 E Eggleston Street  
Manor, Texas 78653

Re: **LETTER OF INTENT**  
**Rezoning Application**  
*Manor, Travis County, Texas*

Dear Mr. Dunlap:

We are proposing the rezoning of the properties located at the below addresses:

Travis County Property ID 711108, 711107, 711106, 962893

A supporting location map of these properties is provided. The properties are currently in the ETJ and is currently a vacant site that is being annexed into the city.. We are proposing to rezone the properties as a Light Industrial. The purpose and intent of the LI zoning district is to develop an a 2 building warehouse development that compliments the surrounding land uses and meets the intent of the City of Manor.

If you have any questions regarding the enclosed items or need any additional information, please call me at your convenience.

Sincerely,






Clayton Stolle, P.E.



**Lone Star Electric**  
Write a description for your map.

**Legend**

-  CITY OF *Item 6.*
-  Future Dental
-  MMURPHY







## EMPLOYMENT

The Employment land use category applies to business centers with easy access to major roadways, including SH 290 and FM 973. The primary uses for employment centers are large urban employment centers, corporate campuses, and mixed-use environments.

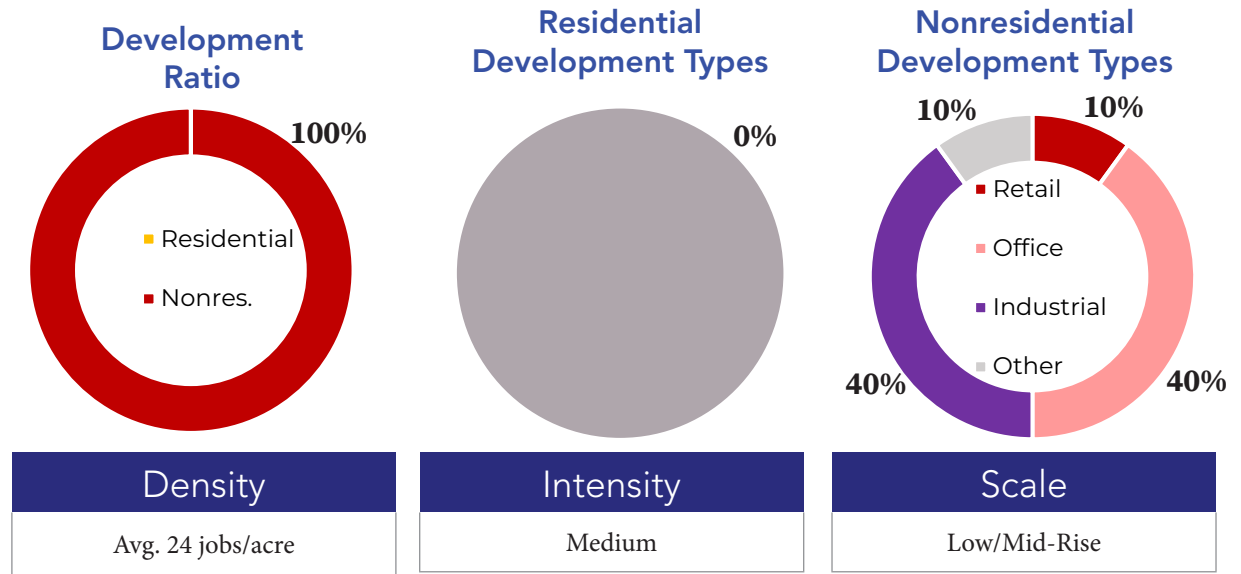
Large corporate campuses have been the trend for economic development in the past. However, these sprawling office complexes are often isolated from supporting restaurants, entertainment, service uses, and transit connections that many large employers are seeking in today's office environment.

As a result, this district includes a mixture of retail, office, industrial and other nonresidential development types, rather than exclusively office or exclusively industrial. This provides important support services to employment centers, making them more sustainable and increasing the quality of life for workers.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Large employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.7. Employment Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as this district can contain uses and businesses that may be considered a nuisance to residents, such as noise and truck traffic. Inclusion of residential in these areas could inadvertently result in environmental justice concerns and resident complaints that might discourage business development.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ○ ○ ○ ○	
Mixed-Use Urban, Community Scale	● ○ ○ ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ○	Shopping centers also function as employment centers, with increased emphasis on service industry and office employment; proximity of retail helps boost the attractiveness of employment centers for employers of all sizes, providing useful services to employees.
Shopping Center, Community Scale	● ● ● ● ○	
Light Industrial Flex Space	● ● ● ● ●	Appropriate overall, with high quality design standards.
Manufacturing	● ● ● ● ○	Generally considered appropriate, but should consider compatibility with adjacent uses, particularly residential. Given the residential nature of Manor, manufacturing developments should be clean with little-to-no air or noise pollution generation and avoidance of hazardous materials when proximate to residential.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: Lone Star Electric Rezoning (A) to (IN-1)  
 Case Number: 2023-P-1526-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 on a Rezoning Application for the Lone Star Electric Subdivision, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).**

*Applicant: Westwood Professional Services*

***Owner: Lone Star Electric***

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 2023 at 105 East Eggleston Street in the City Hall Council Chambers

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

**Zalaram LLC**  
30 Chadwick Dr  
Dover DE 19901

**AMA One LLC**  
2303 RR 620 S# 160-228  
Lakeway, TX 78734

**Juanita Nava**  
122 Luetta St  
Houston, TX 77076

**Green Line Industrial Park**  
PO Box 170158  
Austin, TX 78717

**Minnie Vrazel**  
11306 June Dr  
Austin, Texas 78753



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3,2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

---

**AGENDA ITEM DESCRIPTION:**

Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

**BACKGROUND/SUMMARY:**

This is for Gregg Lane right-of-way from Wilbarger Creek to 1002' from FM 973. It was initially annexed as part of the Monarch Ranch annexation (Ord. 634), but the County has an updated process for ROW annexations whereby the city must request from the County that the County voluntarily request from the City that we annex the ROW. The County Commissioners Court approved their request for annexation on January 10, 2023. The City Council approved the Resolution accepting the petition on March 15, 2023.

First reading was approved by the City Council on April 19<sup>th</sup>.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Ordinance No. 700

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the second and final reading of Ordinance No. 700 annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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

---



**ORDINANCE NO. 700**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 2.942 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING RIGHT-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner of the right-of-way property, as hereinafter described, made written request for the City to annex such property in compliance with §43.1055 of the Texas Local Government Code;

**WHEREAS**, the right-of-way property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said right-of-way property;

**WHEREAS**, two public hearings were conducted prior to consideration of this Ordinance not more than forty (40) days nor less than twenty (20) days in accordance with §43.063 of the Texas Local Government Code;

**WHEREAS**, notice of the public hearings were published not more than twenty (20) nor less than ten (10) days prior to each public hearing;

**WHEREAS**, the annexation of the property, as hereinafter described, is taking place within ninety (90) days after instituting the annexation proceedings in accordance with §43.064 of the Texas Local Government Code.

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following described property (hereinafter referred to as the “Annexed Property”), not previously annexed into the City, including right-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being 2.942 acres of land, more or less, out of the S. Bacon Survey, Abstract No. 63, in Travis County, Texas, and being a part of Gregg Lane, a variable width right-of-way, said 2.942 acre tract of land being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

**SECTION 3.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

**SECTION 4.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**SECTION 5.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

**SECTION 6.** 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 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 FIRST READING** on this 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this 3<sup>rd</sup> day of May 2023.

**THE CITY OF MANOR, TEXAS**

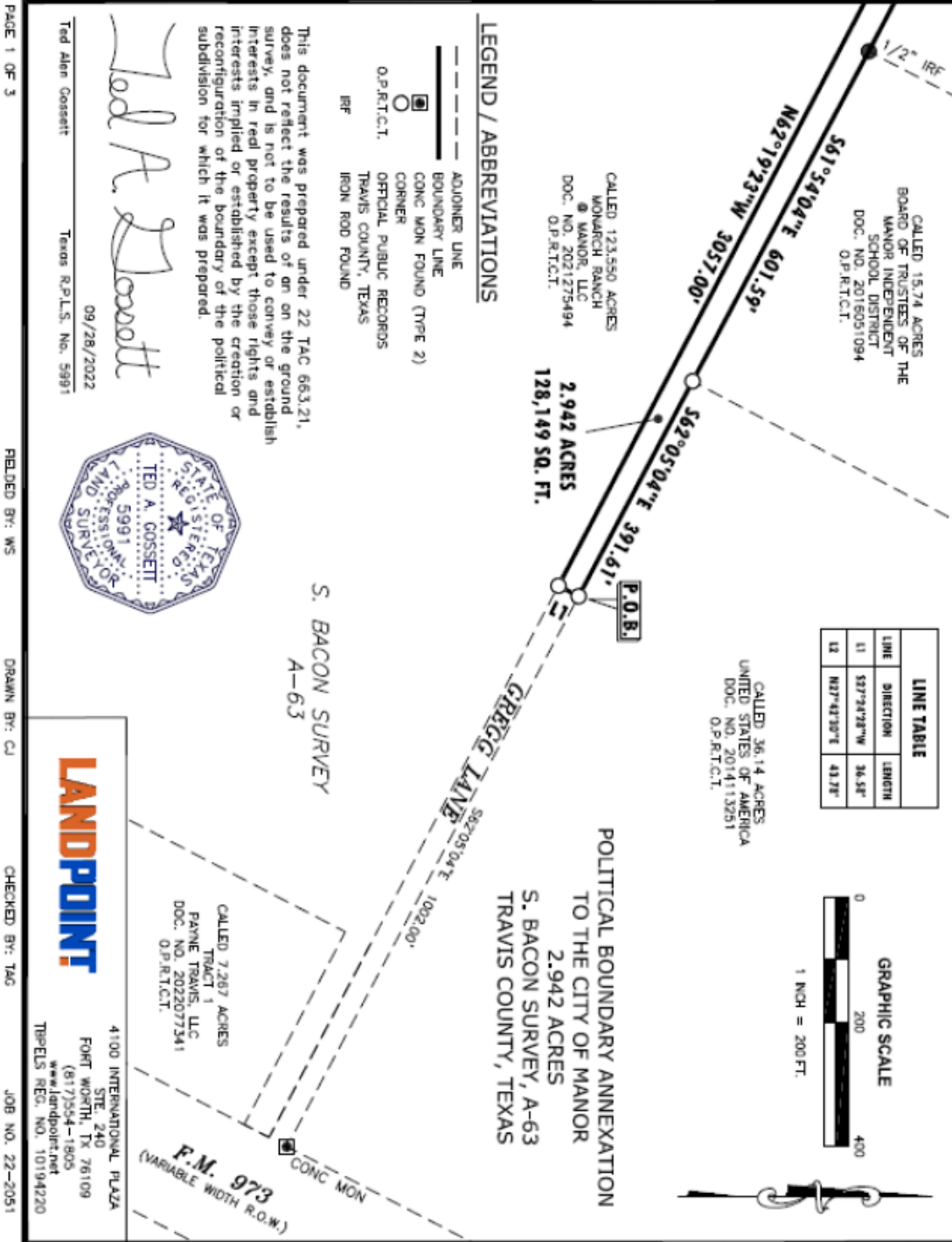
\_\_\_\_\_  
Dr. Christopher Harvey,  
Mayor

**ATTEST:**

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

**Exhibit "A"**  
**Subject Property Description**  
**+/- 2.942 Acres**

X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION.dwg



PAGE 1 OF 3

FILED BY: WS

DRAWN BY: CJ

CHECKED BY: TAG

JOB NO. 22-2051

Ted Allen Gossett

Texas R.P.L.S. No. 5991

09/28/2022

*Ted A. Gossett*

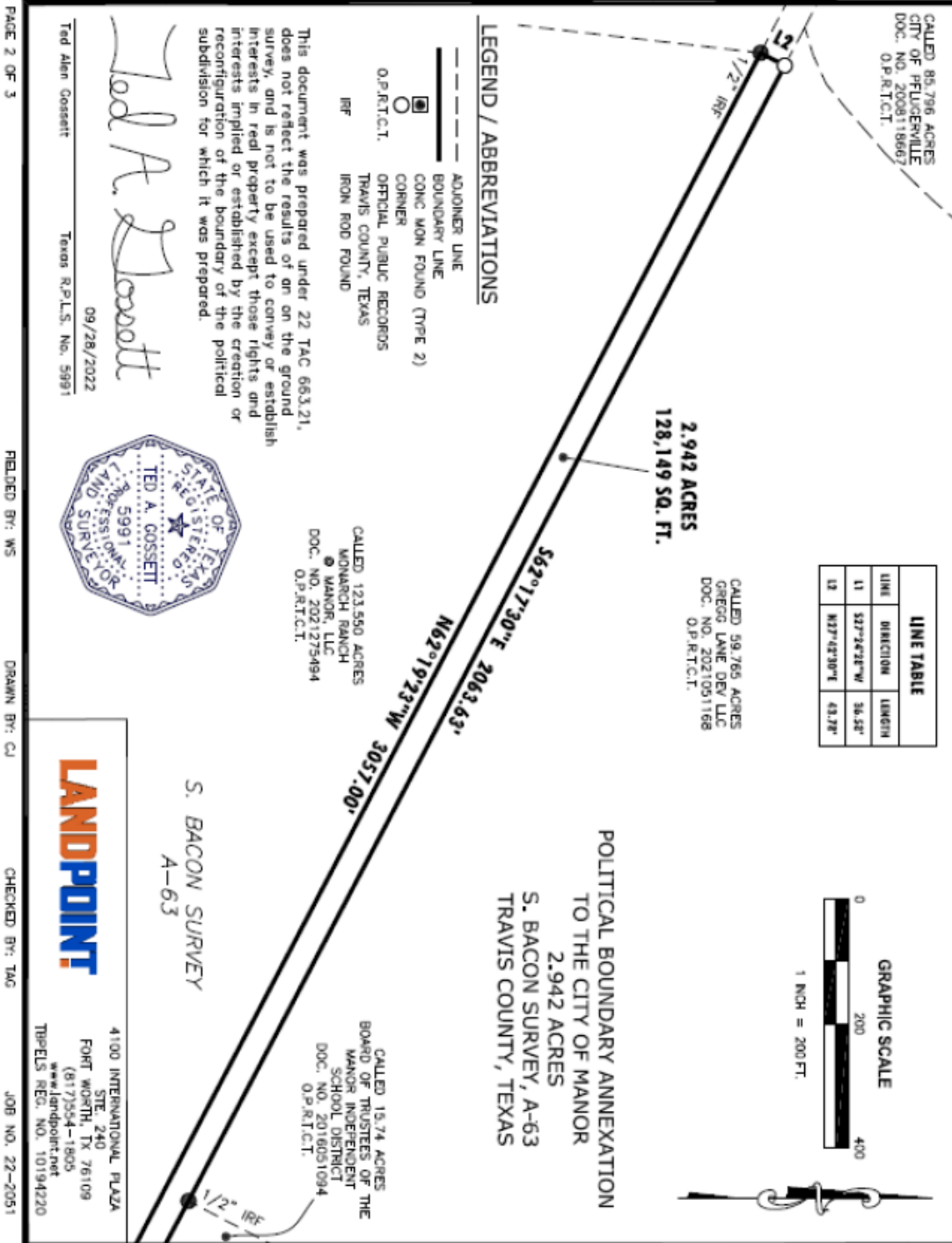


This document was prepared under 22 TAC 66.3.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

S. BACON SURVEY  
A-63

POLITICAL BOUNDARY ANNEXATION  
TO THE CITY OF MANOR  
2,942 ACRES  
S. BACON SURVEY, A-63  
TRAVIS COUNTY, TEXAS

X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION.dwg



LEGAL DESCRIPTION

Being all that certain tract or parcel of land situated in the S. Bacon Survey, Abstract No. 63, Travis County, Texas, being a part of Gregg Lane, a variable width right-of-way and being more particularly described by mete and bounds and follows:

BEGINNING at the East corner of said tract being described herein at a point in the Northeasterly right-of-way line of said Gregg Lane and the Southeasterly line of that certain called 36.14 acre tract of land described in the deed to the United States of America, recorded in Document No. 2014113251, Official Public Records, Travis County, Texas, from which a concrete monument found in the Northwesterly right-of-way line of F.M. 973 for the South corner of said 36.14 acre tract of land bears S62°05'04"E, a distance of 1002.00 feet;

THENCE S27°24'28"W, over and across said Gregg Lane, a distance of 36.58 feet to a point in the Southwesterly line of said Gregg lane and the Northeasterly line of that certain called 123.550 acre tract of land described in the deed to Monarch Ranch @ Manor, LLC, recorded in Document No. 2021275494, Official Public Records, Travis County, Texas for the South corner of said tract herein described;

THENCE N62°19'23"W, with the Southwesterly right-of-way line of said Gregg Lane and the Northeasterly line of said 123.550 acre tract of land, a distance of 3057.00 feet to a 1/2-inch iron rod found for the North corner of said 123.550 acre tract of land and the West corner of said tract herein described;

THENCE N27°42'30"E, over and across said Gregg Lane, a distance of 43.78 feet to a point in the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of that certain called 59.765 acre tract of land described in the deed to Gregg Lane Dev LLC, recorded in Document No. 2021051168, Official Public Records, Travis County, Texas for the North corner of said tract herein described;

THENCE S62°17'30"E, with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 59.765 acre tract of land, a distance of 2063.63 feet to a 1/2-inch iron rod found for the South corner of said 59.765 acre tract of land and the West corner of that certain called 15.74 acre tract of land described in the deed to Board of Trustees of the Manor Independent School District, recorded in Document No. 2016051094, Official Public Records, Travis County, Texas;

THENCE S61°54'04"E, continuing with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 15.74 acre tract of land, a distance of 601.59 feet to a point for the South corner of said 15.74 acre tract of land and the West corner of said 36.14 acre tract of land;

THENCE S62°05'04"E, continuing with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 36.14 acre tract of land, a distance of 391.61 feet to the POINT OF BEGINNING and containing 2.942 acres of land.

X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION.dwg

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



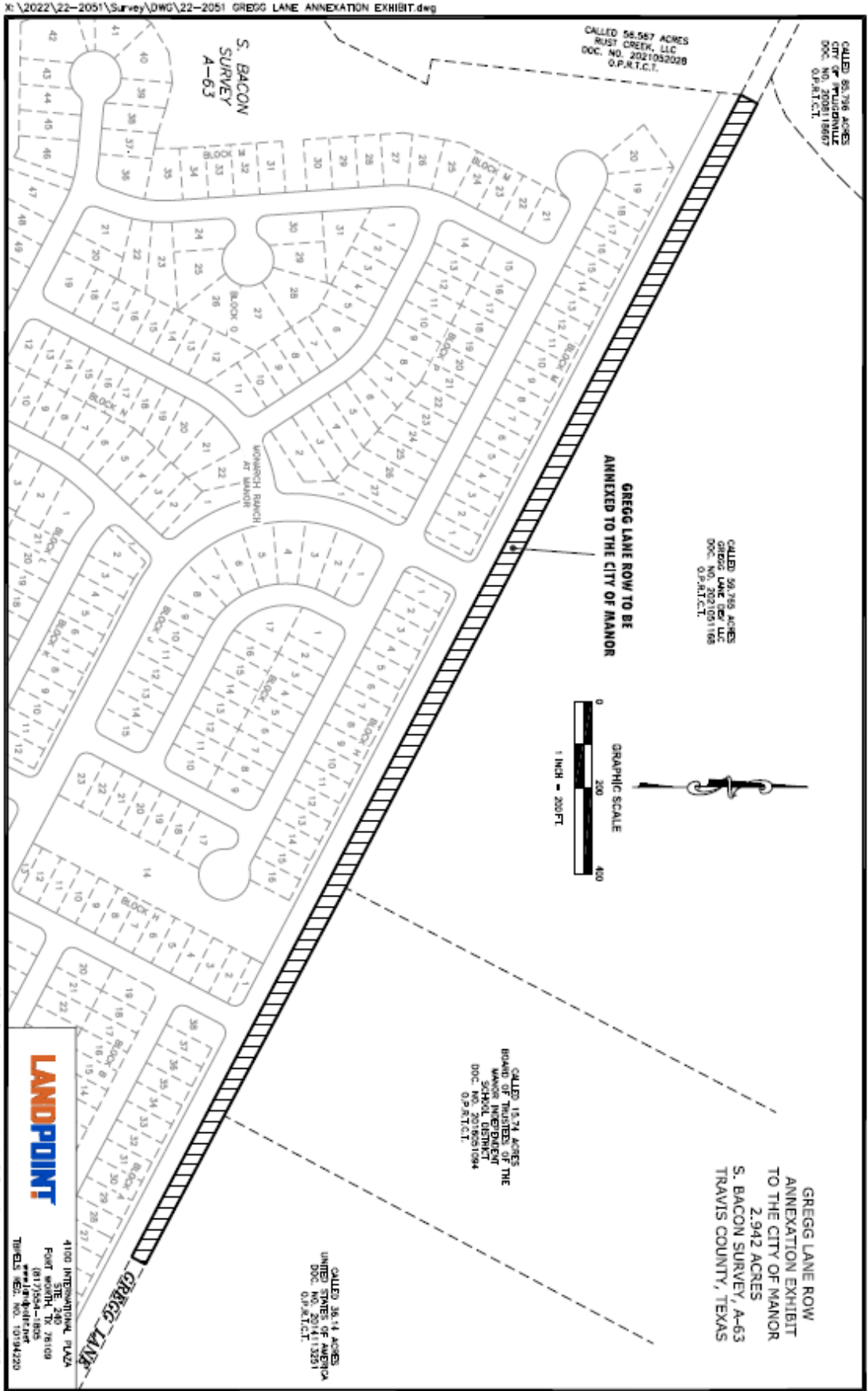
*Ted A. Gossett*

09/26/2022

Ted Allen Gossett Texas R.P.L.S. No. 5991



4100 INTERNATIONAL PLAZA  
STE. 240  
FORT WORTH, TX 76109  
(817)554-1805  
www.landpoint.net  
TBPELS REG. NO. 10194220





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3,2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

---

**AGENDA ITEM DESCRIPTION:**

Second and Final Reading: Consideration, discussion, and possible action on an Ordinance annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

**BACKGROUND/SUMMARY:**

This is for the Kimbro Road right-of-way from US 290 extending south approximately 1,400'. It was initially annexed as part of the Jefferson Triangle annexation (Ord. 663), but the County has an updated process for ROW annexations whereby the city must request from the County that the County voluntarily request from the City that we annex the ROW. The County Commissioners Court approved their request for annexation on January 10, 2023. The City Council approved the Resolution accepting the petition on March 15, 2023.

First reading was approved by the City Council on April 19<sup>th</sup>.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Ordinance No. 701

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the second and final reading of Ordinance No. 701 annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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

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**ORDINANCE NO. 701**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 2.855 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING RIGHT-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner of the right-of-way property, as hereinafter described, made written request for the City to annex such property in compliance with §43.1055 of the Texas Local Government Code;

**WHEREAS**, the right-of-way property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said right-of-way property;

**WHEREAS**, two public hearings were conducted prior to consideration of this Ordinance not more than forty (40) days nor less than twenty (20) days in accordance with §43.063 of the Texas Local Government Code;

**WHEREAS**, notice of the public hearings were published not more than twenty (20) nor less than ten (10) days prior to each public hearing;

**WHEREAS**, the annexation of the property, as hereinafter described, is taking place within ninety (90) days after instituting the annexation proceedings in accordance with §43.064 of the Texas Local Government Code.

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including right-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being 2.855 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 the existing right-of-way of Old Kimbro Road (Old State Hwy 20 – 80’ R.O.W.), described in a deed to the state of Texas, recorded in Volume 482, Page 419, of the Deed Records of Travis County, Texas, said 2.855 acre tract of land being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

**SECTION 3.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

**SECTION 4.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**SECTION 5.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

**SECTION 6.** 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 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 FIRST READING** on this 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this 3<sup>rd</sup> day of May 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**Exhibit "A"**  
**Subject Property Description**  
**+/- 2.855 Acres**



10090 W Highway 29 | Liberty Hill, Texas 78642  
 TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 2.855 ACRES OF LAND SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF OLD KIMBRO ROAD (OLD STATE HWY 20 – 80' R.O.W.), DESCRIBED IN A DEED TO THE STATE OF TEXAS, RECORDED IN VOL. 482, PG. 419, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rebar with cap stamped "4WARD BOUNDARY" found at the intersection of the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies) and the existing Easterly right-of-way line of said Old Kimbro Road, for the Westerly common corner of a called 62.8431 acre tract of land described in a General Warranty Deed to Jefferson Triangle Marine, L.P., recorded in Document No. 2008096315 of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.) and of a called 4.382 acre tract of land described in a Warranty Deed with Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T.;

THENCE **South 26°27'38" West** with the existing Easterly right-of-way line of said Old Kimbro Road and the common Westerly line of said 62.8431 acre tract, a distance of **1,403.61** feet to a 1/2-inch iron rebar found for the Westerly common corner of said 62.8431 acre tract and of a called 56.652 acre tract of land described in a General Warranty Deed to Horsefeathers Farms, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 64°02'06" West** over and across the existing right-of-way of said Old Kimbro Road a distance of **79.52** feet to a Calculated Point in the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of Lot 7, KIMBRO BUSINESS PARK, a subdivision of record in Volume 86, Page 187D, of the Plat Records of Travis County, Texas (P.R.T.C.T.);

THENCE **North 25°57'54" East** with the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of said Lot 7, a distance of **126.53** feet to a 1/2-inch iron rebar found for the Northeast corner of said Lot 7;

THENCE **North 72°12'08" West** with the existing Westerly right-of-way line of said Old Kimbro Road and the common Northerly line of said Lot 7, a distance of **4.94** feet to a Calculated Point for the Southeast corner of Lot 6, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK, a subdivision of record in Volume 93, Page 17 of said P.R.T.C.T.



K:\21021 - FTM Old Kimbro Rd\Descriptions\Old Kimbro Road ROW.docx

Sheet 1 of 4

THENCE with the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of said REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK, the following five (5) courses and distances:

1. **North 26°35'54" East** a distance of **248.92** feet to a Calculated Point for the Easterly common corner of said Lot 6 and of Lot 5, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK;
2. **North 26°03'55" East** a distance of **26.15** feet to a Calculated Point;
3. **North 26°26'49" East** a distance of **284.11** feet to a Calculated Point for the Easterly common corner of said Lot 5 and of Lot 4, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK;
4. **North 26°28'40" East** a distance of **497.03** feet to a Calculated Point; and
5. **North 09°25'54" West** a distance of **150.32** feet to a Calculated Point at the intersection of the existing Westerly right-of-way line of said Old Kimbro Road and the existing Southerly right-of-way line of said U.S. 290, for the Northeast corner of said Lot 4;

THENCE **North 86°19'03" East** with the existing Southerly right-of-way line of said U.S. 290, over and across the existing right-of-way of said Old Kimbro Road, a distance of **200.20** feet to the **POINT OF BEGINNING** and containing 2.855 acres of land, more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

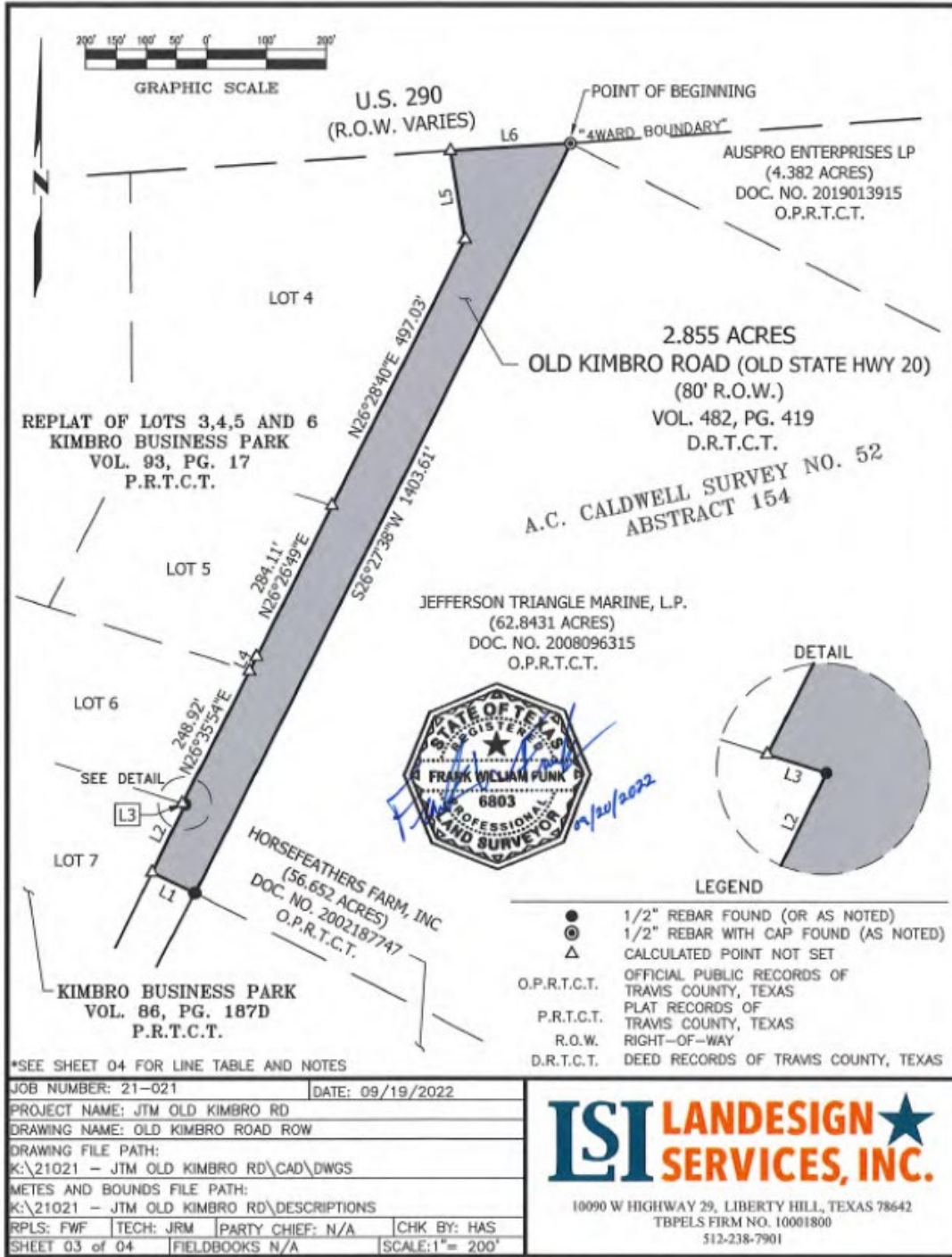
This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of September, 2022.

 09/20/2022  
 Frank W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803

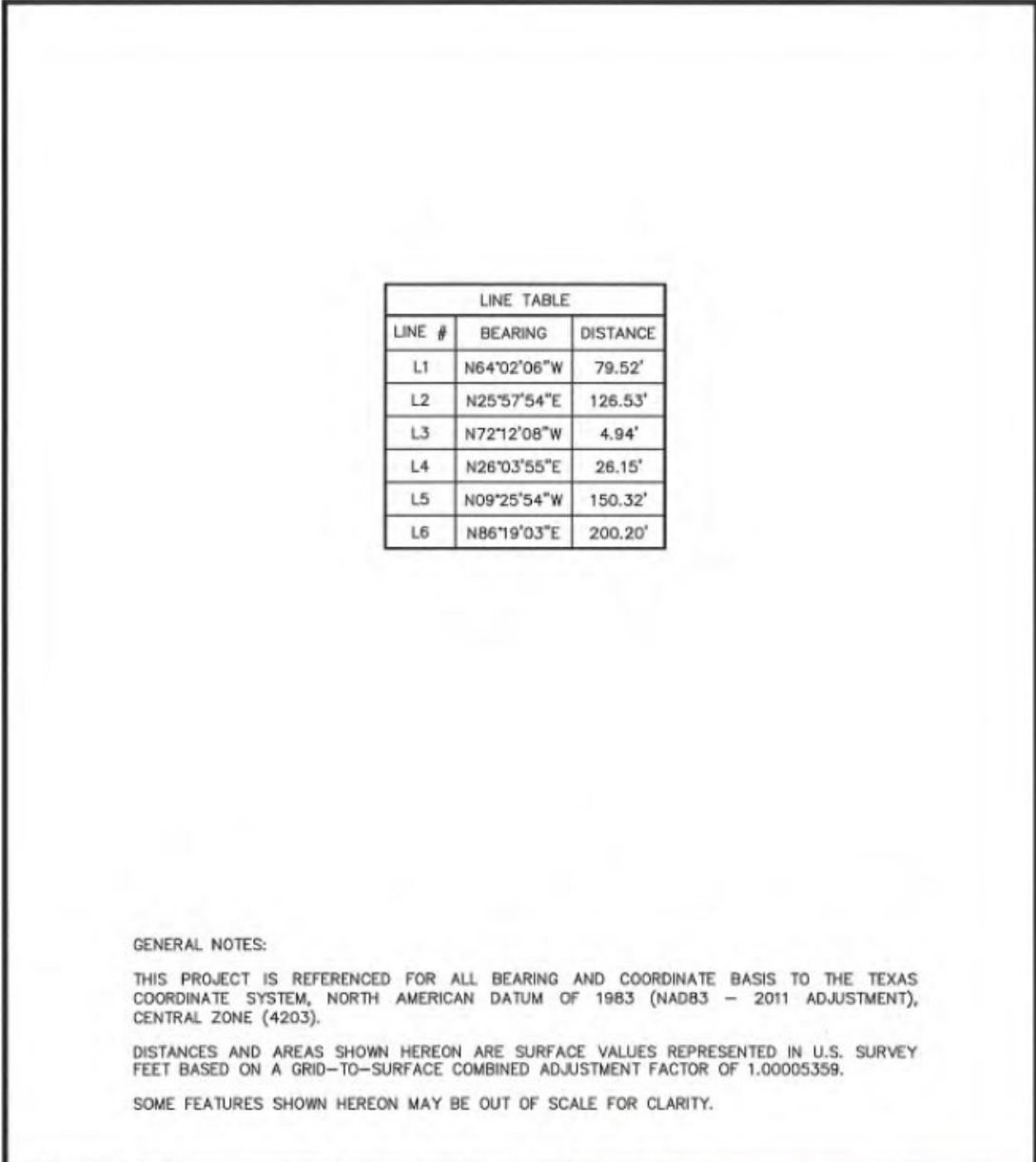


Job Number: 21-021  
 Attachments: K:\21021 - JTM OLD KIMBRO RD\CAD\DWGS\OLD KIMBRO ROAD ROW.DWG









LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N64°02'06"W	79.52'
L2	N25°57'54"E	126.53'
L3	N72°12'08"W	4.94'
L4	N26°03'55"E	26.15'
L5	N09°25'54"W	150.32'
L6	N86°19'03"E	200.20'

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

JOB NUMBER: 21-021		DATE: 09/19/2022	
PROJECT NAME: JTM OLD KIMBRO RD			
DRAWING NAME: OLD KIMBRO ROAD ROW			
DRAWING FILE PATH:			
K:\21021 - JTM OLD KIMBRO RD\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\21021 - JTM OLD KIMBRO RD\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04	FIELDBOOKS N/A	SCALE: 1"= 200'	

**LSI LANDESIGN SERVICES, INC.** 

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
 TBPELS FIRM NO. 10001800  
 512-238-7901



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Paige Saenz  
**DEPARTMENT:** City Attorney

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to ratify, confirm, and approve joining the Texas Attorney General's global opioid settlement with Allergan, CVS, Walgreens, and Walmart the City Manager's execution of Settlement Participation Forms; and authorize the City Manager to execute any and all additional necessary documents.

**BACKGROUND/SUMMARY:**

The proposed Settlements in the Opioid Lawsuits brought by the Texas Attorney General require Allergan to pay \$135 million, CVS to pay \$304 million, Walgreens to pay \$340 million, and Walmart to pay \$170 million (the "Settlement Amount") to Texas and its political subdivisions. Of the Settlement Amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits. The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

**LEGAL REVIEW:** Completed  
**FISCAL IMPACT:** YES  
**PRESENTATION:** NO  
**ATTACHMENTS:** YES

- Summary of Proposed Opioid Settlement
- Settlement Participation Forms to Participation Forms for the Settlements with Walmart, Allergan, CVS, and Walgreens

**LEGAL RECOMMENDATION:**

It is the City legal's recommendation that the City Council approve this agenda item.

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





## **SUMMARY OF PROPOSED OPIOID SETTLEMENTS**

### **BACKGROUND**

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

### **FINANCIAL TERMS**

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments.

Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of

payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

### **INJUNCTIVE TERMS**

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

### **HOW TO JOIN**

To adopt the settlement and allocation schedule, you need to:

1. sign the Subdivision Settlement Participation Form;
2. adopt the Texas Term Sheet and its intrastate allocation schedule;
3. return both to [opioids@oag.texas.gov](mailto:opioids@oag.texas.gov).

The deadline for states to sign on is August 21, 2021. Subdivisions in participating states then have through January 2, 2022, to join.

**FOR MORE INFORMATION, PLEASE VISIT:**  
[www.texasattorneygeneral.gov/globalopioidsettlement](http://www.texasattorneygeneral.gov/globalopioidsettlement)

**EXHIBIT K**

**Subdivision Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT K**

**Subdivision Participation and Release Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K**

**Subdivision Participation and Release Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an ordinance annexing 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

**BACKGROUND/SUMMARY:**

These 4 acres represent two adjacent lots (Lots 1 and 2) under common ownership in the Manor Commercial Park. The property owner has voluntarily requested annexation and zoning to Light Industrial so they can expand their business and obtain wastewater service from the city’s planned expansion of our wastewater lines into the Manor Commercial Park.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Ordinance
- Post Annexation Provision of Services Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the first reading of an ordinance annexing 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 4.004 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

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

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

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't Code*;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including abutting streets, roadways, and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:



Being 4.004 acres of land, more or less, said tract being all of Lots 1 and 2, Block 3, Manor Commercial Park, a subdivision of record in Volume 87, Page 167-B of the Official Public Records of Travis County, Texas; said 4.004 acre tract being more particularly described in Exhibit “A.”

**SECTION 3.** That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

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

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

**SECTION 6.** That the Annexed Property shall be temporarily zoned Agricultural District “A” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

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

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

**SECTION 9.** That it is hereby officially found and determined that the meeting at which this Ordinance is 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, *Chapt. 551, Tex Gov’t Code*.

**PASSED AND APPROVED FIRST READING** on this 3rd day of May 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ORDINANCE NO. \_\_\_\_\_

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

ORDINANCE NO. \_\_\_\_\_

Pa Item 10.

**Exhibit "A"**  
**Subject Property Description**  
**+/- 4.004 Acres**



**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 Christophe & Lisa Robin, ("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;

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

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by the City Charter and 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:

**Section 1. 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 and as described in **Exhibit A** attached hereto and incorporated herein.

**Section 2. Services.** 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:

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

(1) Police protection as follows:

Routine patrols of 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.

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

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

(3) Solid waste collection services as follows:

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

(4) Animal control as follows:

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

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

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

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

(8) Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the 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.

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

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

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



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

(2) Wastewater service and maintenance of wastewater service as follows:

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

(B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City’s wastewater utility system, the City shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. The City shall cover the costs for the wastewater line extension in accordance with the Development and Annexation Agreement. After the initial wastewater extension costs are covered by the City, requests for new or additional wastewater line extensions requested 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's Landowner requests and is able to connect to the City's wastewater utility system.

(3) Maintenance of streets and rights-of-way as appropriate as follows:

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

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

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

(B) The 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:

(i) As provided in (3)(A)(i)&(ii) above;

(ii) 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;

(iii) 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

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

(C) The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated 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.

(d) **Wastewater Improvements.** The following wastewater improvements shall be initiated prior to the *Effective Date* of the annexation and completed after annexation: the *Wastewater Line Project* attached hereto as **Exhibit B** and as further described in that certain Development and Annexation Agreement entered into by the Parties on the 10 of April 2023.

**Section 3. Term.** The term of this Agreement is ten (10) years from the *Effective Date*.

**Section 4. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

**Section 5. Authorization.** All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

**Section 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.

**Section 7. 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.

**Section 8. Choice of Law.** This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any dispute shall lie exclusively in Travis County, Texas.

**Section 9. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Landowner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 10. Enforcement; Waiver.** This Agreement may be enforced by Landowner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 11. Effect of Future Laws.** No subsequent change in the law regarding annexation shall

affect the enforceability of this Agreement.

**Section 12. 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.

**Section 13. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

**Section 14. 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.

**Section 15. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to wastewater service to the Subject Property by the City.

*[signature pages follow]*

EXECUTED and AGREED to by the Parties this the \_\_\_ day \_\_\_\_, 20\_\_.

ATTEST:

THE CITY OF MANOR, TEXAS

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

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

LANDOWNER(S):

By:



Name (print): Christophe Robin

Title: Owner

Date: 04/10/2023

LANDOWNER(S):

By:

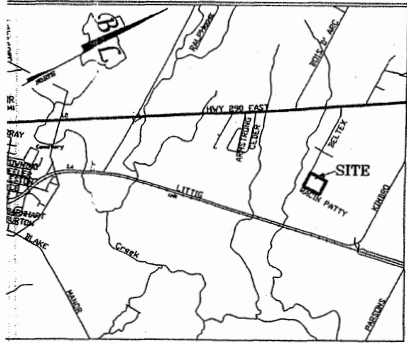


Name (print): Lisa Robin

Title: Owner

Date: 04/10/2023

**Exhibit A**  
**Subject Property Description**



VICINITY MAP  
NOT TO SCALE

- END
- 1/2" IRON REBAR FOUND
- 1/2" IRON REBAR FOUND WITH PLASTIC CAP
- UTILITY POLE
- DOWN GUY
- OVERHEAD ELECTRIC
- UNDERGROUND TELEPHONE MARKER
- TELEPHONE JUNCTION BOX
- WATER METER
- WATER VALVE
- WASTE WATER CLEWOUT
- BOLLARD
- BUILDING LINE
- RIGHT-OF-WAY
- EDGE OF PAVEMENT
- CORRUGATED METAL PIPE
- PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- DEED RECORDS OF TRAVIS COUNTY, TEXAS
- REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

KEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A SURVEY.

KEY REFLECTS EASEMENTS AND MATTERS OF RECORD SHOWN IN FOR TITLE G.F. NO. 2519000810, EFFECTIVE SEPTEMBER 10, 2004, COMMONWEALTH LAND TITLE INSURANCE COMPANY, NO ADDITIONAL SURVEY PERFORMED BY BASELINE LAND SURVEYORS, INC. FOR THIS SURVEY.

PROPERTY IS WITHIN THE ZONE X, AREA DETERMINED TO BE OUTSIDE THE ZONE PLAIN, ACCORDING TO MAP NO. 4845300055E, EFFECTIVE JUNE 16, 1987, BY FEMA FOR TRAVIS COUNTY, TEXAS.

BASIS: SOUTHEAST RIGHT-OF-WAY LINE OF BELTEX DRIVE, BEING 36' EAST.

PROPERTY IS SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN VOLUME 85, PAGE 37, VOLUME 13018, PAGE 872 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)

PROPERTY IS SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN VOLUME 167B-168A OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. (L.E)

PROPERTY IS SUBJECT TO THE FOLLOWING ACCORDING TO THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, VOLUME 87, PAGE 167B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

FIVE (5) FOOT BUILDING LINE ALONG THE WESTERLY PROPERTY SHOWN HEREON.

FIVE (5) FOOT BUILDING LINE ALONG THE SOUTHERLY PROPERTY LINE OF LOT 1. (SHOWN HEREON)

PROPERTY IS SUBJECT TO AN EASEMENT CONVEYED TO MANSVILLE WATER CORPORATION RECORDED IN VOLUME 8641, PAGE 911 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)

PROPERTY IS SUBJECT TO THE MINERAL AND ROYALTY INTEREST IN VOLUME 8096, PAGE 644 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)

**LAND SURVEYOR'S CERTIFICATION:**

I CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ON THE OWNED AND UNOWNED LAND HEREON, ON OCTOBER 22, 2004, UNDER MY DIRECTION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND I AM NOT AWARE OF ANY UNRECORDED ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, OR UNRECORDED EASEMENTS, SHORTAGE IN AREA, OR UNRECORDED EASEMENTS, UNLESS SHOWN OTHERWISE ON THIS PLAT. I HAVE DEDICATED RIGHT-OF-WAY OR ACCESS EASEMENT AS SHOWN HEREON.

*Bruce W. Bryant*  
PROFESSIONAL LAND SURVEYOR  
AS NO. 5289

LOT 3  
(8.059 AC.)

MANOR VILLA ESTATES  
VOL. 83, PG. 188 C-D  
P.R.T.C.T.

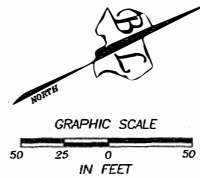
LOT 4  
(7.055 AC.)

LOT 5  
(7.879 AC.)

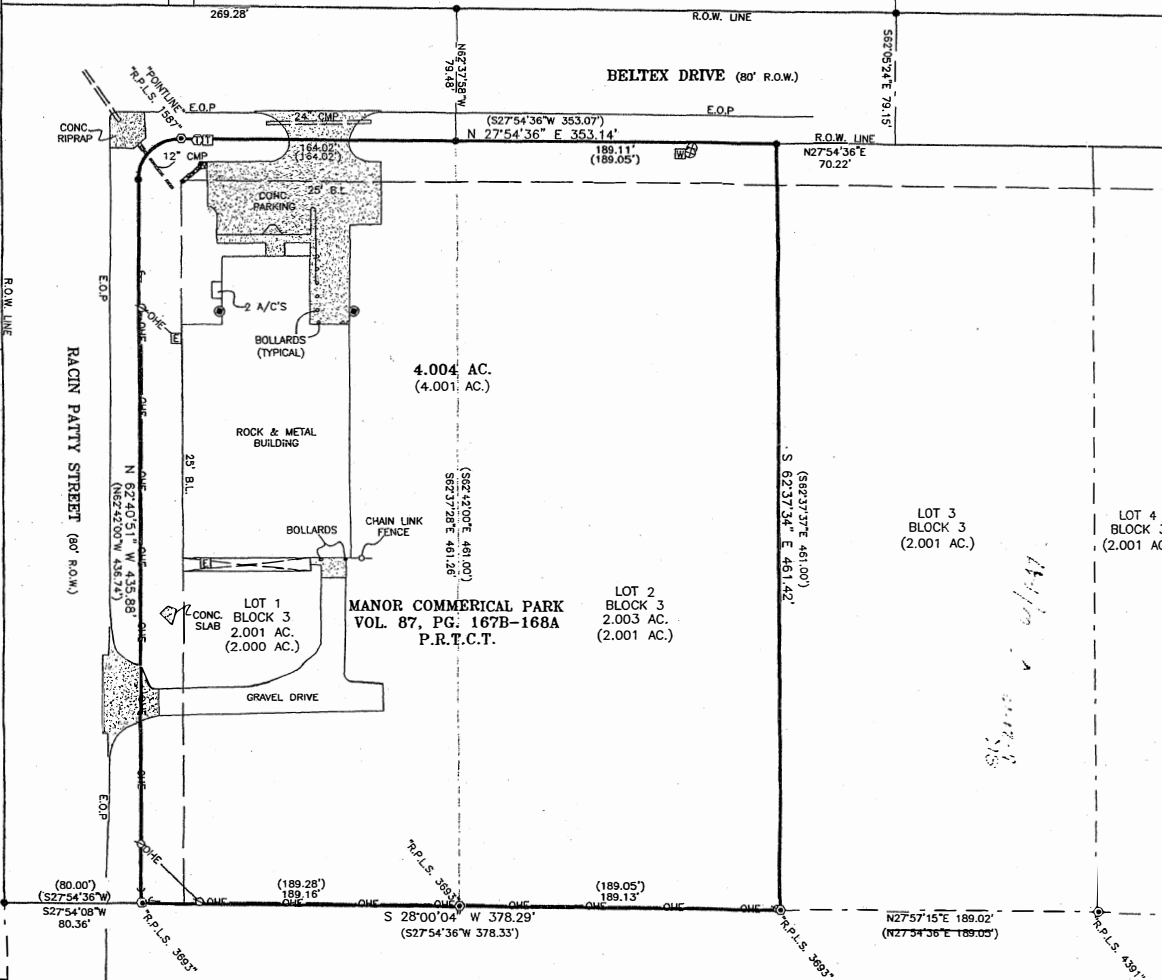


LOT 5  
BLOCK 1  
(4.060 AC.)

LOT 4  
BLOCK 1  
(2.000 AC.)



MANOR COMMERCIAL PARK  
VOL. 87, PG. 167B-168A  
P.R.T.C.T.



LOT 1  
BLOCK 3  
2.001 AC.  
(2.000 AC.)

MANOR COMMERCIAL PARK  
VOL. 87, PG. 167B-168A  
P.R.T.C.T.

LOT 2  
BLOCK 3  
2.003 AC.  
(2.001 AC.)

LOT 3  
BLOCK 3  
(2.001 AC.)

LOT 4  
BLOCK 3  
(2.001 AC.)

147.37 AC.  
PATTY MADDOX  
VOL. 12093, PG. 1205  
R.P.R.T.C.T.

DESCRIBED IN  
VOL. 8096, PG. 789  
D.R.T.C.T.

BASELINE LAND SURVEYORS, INC.  
PROFESSIONAL LAND SURVEYING SERVICES  
8000 ANDERSON SQUARE ROAD, SUITE 110  
AUSTIN TEXAS 78757  
OFFICE: 512.374.9722 FAX: 512.458.4762  
bruce-baseline@austin.rr.com

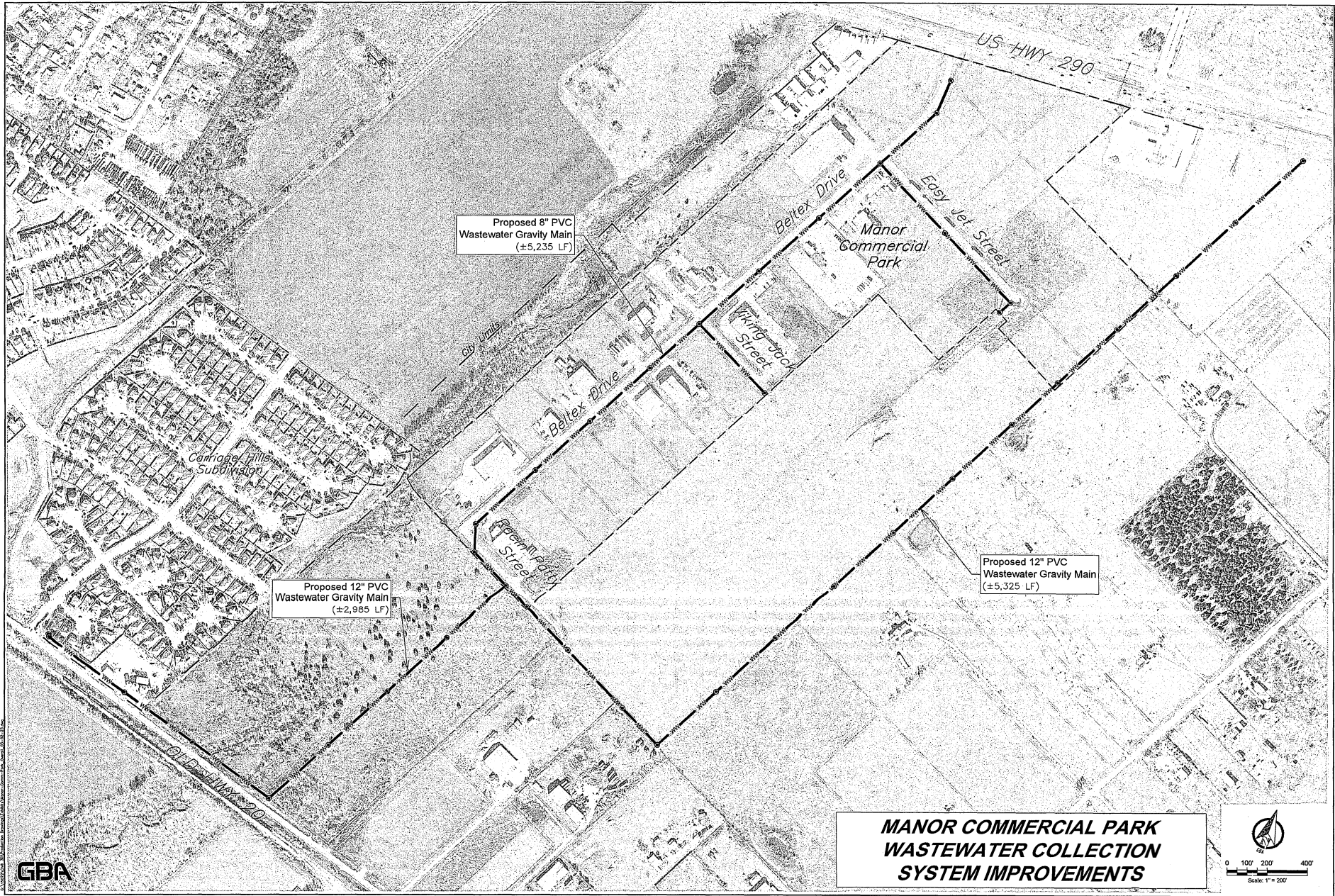
LAND TITLE SURVEY OF LOT ONE AND LOT TWO, BLOCK 3, MANOR COMMERCIAL PARK, A SUBDIVISION OF RECORD IN VOLUME 87, PAGE 167-B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS

File: Proj\2004\10-22-04\Manor\Manor.dwg	Drawn By: RBH
Job No.:	Checked By: RBH
Scale (HORIZ): 1"=50'	Scale (VERT): 1"=50'
Date: 10/22/04	Revision 1:
Revision 2:	Revision 3:
Revision 4:	

SHEET  
01 of 01

**Exhibit B**  
**Wastewater Line Project**







**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on a resolution accepting the petition to create the Mustang Valley Public Improvement District (PID) and setting a public hearing to consider the creation of the Mustang Valley PID.

**BACKGROUND/SUMMARY:**

On October 27, 2021, KB Home Lonestar Inc. ( "Developer" ) and the City entered into a Development Agreement for a master-planned residential community on approximately 137 acre tract with the intent to create a PID. The attached resolution is provided for City Council consideration to accept Developer's petition to create the Mustang Valley PID and schedule a public hearing for the creation of the Mustang Valley PID.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2023-13
- Mustang Valley PID Petition

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve Resolution No. 2023-13 accepting the petition to create the Mustang Valley Public Improvement District (PID) and setting a public hearing to consider the creation of the Mustang Valley PID.

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

**RESOLUTION NO. 2023-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS ACCEPTING A PETITION FOR CREATION OF THE MUSTANG VALLEY PUBLIC IMPROVEMENT DISTRICT; SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE ON THE ADVISABILITY OF THE CREATION OF THE MUSTANG VALLEY PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF MANOR, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF MANOR, TEXAS REGARDING THE PUBLIC HEARING.**

**WHEREAS**, the City of Manor, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to create a public improvement district within its corporate limits and its extraterritorial jurisdiction and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

**WHEREAS**, on June 14, 2022, KB Home Lone Star Inc., a Texas corporation (the “Petitioner”), submitted and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Act a “Petition to Establish Mustang Valley Public Improvement District” (the “Petition”), attached hereto as Exhibit “A” and incorporated herein for all purposes, requesting the establishment of a public improvement district covering approximately 136.904 acres described in the Petition, to be known as the Mustang Valley Public Improvement District (the “District”); and

**WHEREAS**, Petitioner represents that they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal in the Petition, within the corporate limits of the City. It is further asserted that Petitioner includes the intended successors in interest to certain owners of taxable real property within the area proposed for the District and who will be responsible for the assessments against the property within the District; and

**WHEREAS**, the Act states that a Petition to create a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

**WHEREAS**, Petitioners describe the general nature of the proposed public improvements as (a) acquisition, construction and improvements, and maintenance of the improvements, consisting of (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways,

or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of off-street parking facilities; (7) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8); (10) acquisition, by purchase or otherwise, of real property or contract rights in connection with an authorized improvement; (11) special supplemental and maintenance services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (b) the payment of expenses incurred in the establishment, administration, and operation of the District, including maintenance costs, costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary (collectively, the “Authorized Improvements”); and

**WHEREAS**, Petitioners estimate the cost of the proposed public improvements is \$28,000,000.00 (including issuance and other financing costs) and that said cost will be recovered through an assessment against property in the District which will result in each parcel paying its fair share of the costs of public improvements based on the special benefits received by the property; and

**WHEREAS**, the Act further requires that prior to the adoption of the resolution determining the boundaries of the District, the City Council of Manor, Texas (the “City Council”) must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the method of assessment, and the apportionment, if any, of the costs between the District and the City; and

**WHEREAS**, in order to hold a public hearing for the creation of a public improvement district, notice must be: (i) published in a newspaper of general circulation in the City, and (ii) mailed to the address of each owner of property located in the proposed District, as reflected on the tax rolls, before the fifteenth (15th) day before the date of the hearing in accordance with the Act.

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

**SECTION 1.** The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**SECTION 2.** City staff reviewed the Petition attached hereto as Exhibit “A” and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

**SECTION 3.** The City Council calls a public hearing to be scheduled at or after 7:00 p.m. on June 7, 2023 to be held at Manor City Hall City Council Chambers, 105 E. Eggleston Street, Manor, Texas 78653 pursuant to the form of the Notice (hereinafter defined) attached hereto as Exhibit “B”, for the purpose of hearing public testimony on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. All residents and property owners within the District and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

**SECTION 4.** The Public Hearing may be adjourned from time to time. Upon the closing of the Public Hearing, the City Council may consider the adoption of a resolution creating the District or may defer the adoption of such a resolution for up to six (6) months. The creation of the District is within the sole discretion of the City Council.

**SECTION 5.** Attached hereto as Exhibit “B” is a form of the Notice of Public Hearing (the “Notice”), the form and substance of which is hereby adopted and approved; provided that the Notice may be updated as determined necessary by the City to comply with the Act.

**SECTION 6.** The City Council hereby authorizes and directs the City Secretary, on or before May 19, 2023, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of the property located in the proposed District as reflected on the tax rolls.

**SECTION 7.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 8.** This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the 3<sup>rd</sup> day of May 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

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

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
City of Manor, Texas

**EXHIBIT "A"  
PETITION FOR CREATION OF DISTRICT**

**EXHIBIT “B”****CITY OF MANOR, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF THE MUSTANG VALLEY PUBLIC IMPROVEMENT DISTRICT**

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the City Council of the City of Manor, Texas (“City”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by KB Home Lone Star Inc., a Texas corporation (the “Owner”), requesting that the City create the Mustang Valley Public Improvement District (the “District”) to include property owned by the Owner and further described herein (the “Property”).

Time and Place of the Hearing. The public hearing will be held at a regular meeting of the Manor City Council beginning at or after 7:00 p.m. on June 7, 2023 at Manor City Hall City Council Chambers, 105 E. Eggleston Street, Manor, Texas 78653. A copy of the Mustang Valley Public Improvement District petition is available for public review at the office of the City Secretary, located at 105 E. Eggleston Street, Manor, Texas 78653.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District, in phases, may include, without limitation, (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of off-street parking facilities; (7) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8); (10) acquisition, by purchase or otherwise, of real property or contract rights in connection with an authorized improvement; (11) special supplemental and maintenance services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (b) the payment of expenses incurred in the establishment, administration, and operation of the District, including maintenance costs, costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property within the District.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is not to exceed \$28,000,000. The City will determine what amount or portion of the costs will be paid by assessment of the property owners within the District.

Proposed District Boundaries. The District is proposed to include approximately 136.904 acres of land generally located north of Gregg Ln, east of Fuchs Grove Rd, south of Schmidt Ln and west of

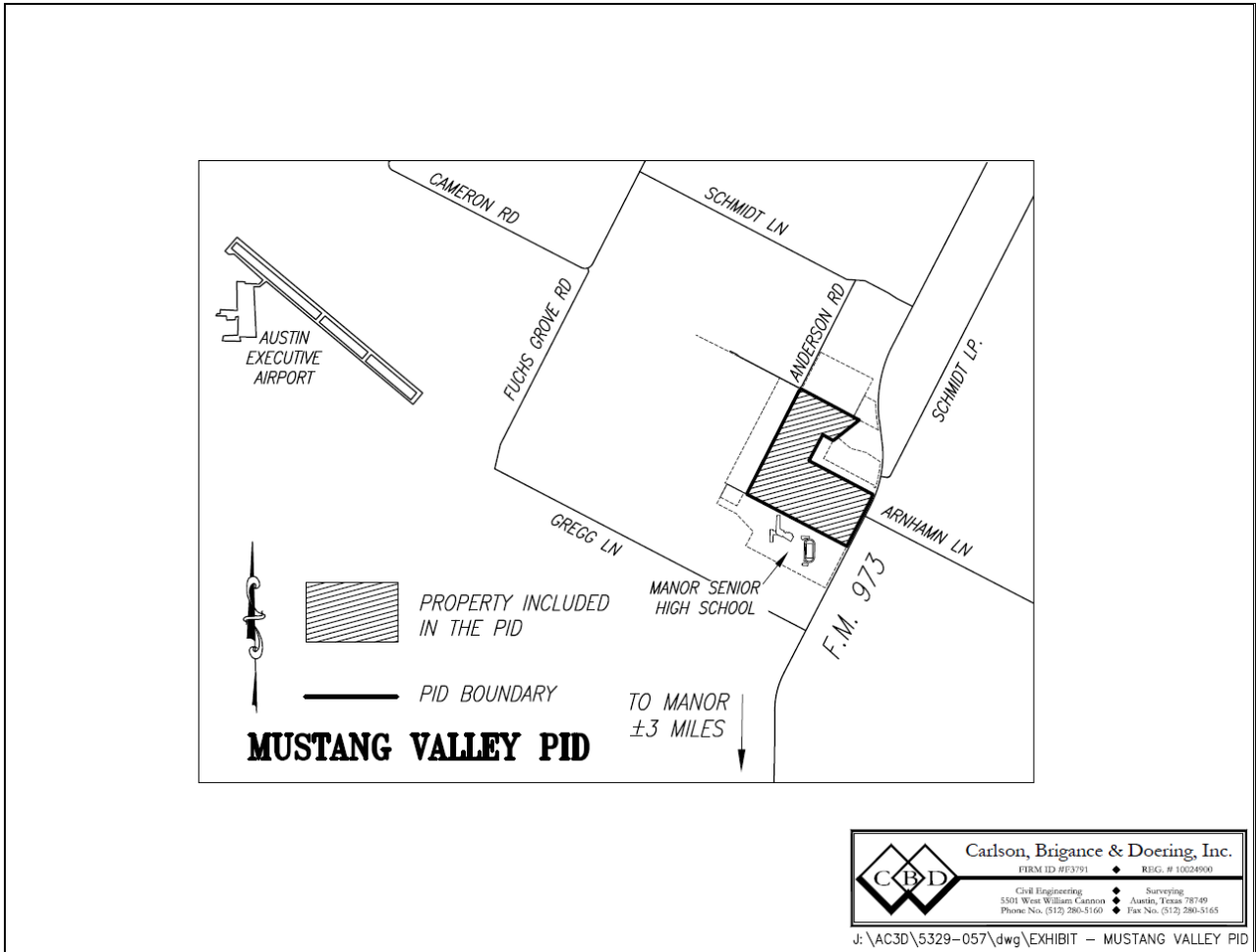
FM 973, located within the corporate limits of the City, as generally depicted or described on the map provided herein as Exhibit A, said map and metes and bounds description, also available at Manor City Hall, Office of the City Secretary, located at 105 E. Eggleston Street, Manor, Texas 78653 and available for public inspection during regular business hours.

Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) how the assessments are to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefitted. The assessment of the methodology will result in each parcel paying its fair share of the costs of the Public Improvements provided with the assessments based on the special benefits received by the property from the Public Improvements and property equally situated paying equal shares of the costs of the Public Improvements.

Apportionment of Cost between the District and the City. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed Authorized Improvements. No municipal property in the District shall be assessed. All the costs of the proposed Authorized Improvements will be paid from assessments levied on the Property within the District. The developer of the Property may also pay certain costs of the improvements from other sources of funds, if any, available to it as developer of the District.



**Exhibit A**  
**Mustang Valley PID Boundary Map**



JUN 14 2022

Time: 11:57 am/pm

STATE OF TEXAS

§  
§  
§

PETITION TO ESTABLISH  
PUBLIC IMPROVEMENT DISTRICT

COUNTY OF TRAVIS

TO THE HONORABLE GOVERNING BODY OF THE CITY OF MANOR:

COMES NOW KB HOME LONE STAR INC., a Texas corporation ("Petitioner"), and hereby requests and petitions the City of Manor, Texas (the "City") to establish the Mustang Valley Public Improvement District (the "District") under and pursuant to the provisions of Chapter 372, Texas Local Government Code, on the hereinafter described property situated within corporate limits of the City, and in support thereof would respectfully show the following:

I.

The general nature of the proposed public improvements to be provided by the District, in phases, are (a) acquisition, construction and improvements, and maintenance of the improvements, consisting of (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of off-street parking facilities; (7) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8); (10) acquisition, by purchase or otherwise, of real property or contract rights in connection with an authorized improvement; (11) special supplemental and maintenance services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement (collectively, the "Authorized Improvements"); and (b) the payment of expenses incurred in the establishment, administration, and operation of the District, including maintenance costs, costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary.

II.

The estimated costs of constructing and acquiring all of the currently proposed public improvements, together with bond issuance costs, legal and financial fees, letter of credit fees and expenses, bond credit enhancement expenses, capitalization of bond interest, the creation of a bond reserve fund, expenses incurred in the establishment, administration and operation of the District and acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement, is presently estimated to be a total of approximately \$28,000,000, based on the estimated current and future costs for construction and acquisition of the Authorized Improvements to serve the area within the District, as authorized by law. The total costs of the Authorized Improvements shall be paid from any revenues or assessments lawfully available to

the City, anticipating that the costs of acquisition of the Authorized Improvements will be paid pursuant to a contractual reimbursement obligation or bonds secured by and payable from a special assessment levied on all property within the District's boundaries for the public improvements.

III.

The boundaries of the proposed District are fully described in Exhibit "A", attached hereto and made a part hereof for all purposes.

IV.

The proposed method of assessment related to the costs of acquisition of the Authorized Improvements is to impose a special assessment to be paid in installments on all useable property within the District, net of any public right-of-way, according to the value of the property, without regard to the value of improvements on the property, or in any other manner that results in imposing equal shares of the cost on property similarly benefitted. A report will be prepared showing the special benefits accruing to property within the District and how the costs of the Authorized Improvements are assessed to property on the basis of special benefit received by the property from the Authorized Improvements.

V.

The estimated costs of the Authorized Improvements are in addition to costs of operating and maintaining the Authorized Improvements, issuing bonds, if any, and establishing, administering and operating the District. All costs incurred by the District shall be paid by the District, and there shall be no apportionment of costs between the District and the City as a whole. The City will not be obligated to provide any funds to finance the proposed Authorized Improvements except from assessments generated by property within the District.

VI.

Management and administration of the District shall be by the City. The City may contract from time to time with a private company for District administrative services.

VII.

The individual executing this Petition is duly authorized to execute this Petition, and the Petitioner and the undersigned request the establishment of the District.

VIII.

An Advisory Board may be established to develop and recommend an improvement plan to the City Council of the City (the "Council"). The Petitioner requests that if the Council establishes an Advisory Board, that such Advisory Board should include representatives of the Petitioner.

IX.

This Petition has been executed for and on behalf of (i) the owners of more than 50% of the taxable real property described in said Exhibit A, representing all of the appraised value of taxable real property liable for assessment under this Petition as shown by the current roll of the Travis County Appraisal District, and (ii) the record owners of more than 50% of the real property liable for assessment under this Petition, and shall be filed with the Secretary of the City.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that the Council:

(1) duly consider this Petition and adopt a Resolution finding (i) that this Petition complies with all legal requirements; (ii) that the proposed improvements are necessary, advisable and will provide a public use and benefit to the City; and (iii) that the estimated costs of the improvements, the method of assessment and the apportionment of costs between the District and the City are reasonable and acceptable;

(2) call a public hearing, give notice thereof as required by law and hold such hearing on the advisability of the public improvements specified in this Petition; and

(3) grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner shall show itself to be entitled.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this Petition has been executed by the duly authorized representative of the Petitioner on June 6, 2022.

**PETITIONER**

KB HOME LONE STAR INC.  
a Texas Corporation

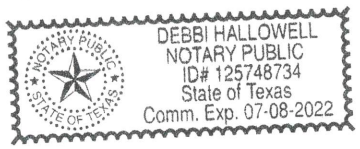
By: [Signature]  
Title: VP LAND  
Date: 6/6/22

STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me, on the 6<sup>th</sup> day of June, 2022, by Pet Murphy, the VP, Land - of KB Home Lone Star Inc., the Petitioner.

[Signature]  
Notary Public in and for the State of Texas

[SEAL]



## Exhibit A Description of the Property

42.921 ACRES  
(1,869,634 SQ. FT.)  
SUMNER BACON SURVEY, ABSTRACT NO. 63  
TRAVIS COUNTY TEXAS  
HOLLEY TRACT

### FIELD NOTES

BEING ALL OF THAT CERTAIN 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS ALL OF A CALLED 25.585 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 29.682 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 Inch iron rod found, being in the south right-of-way line of Anderson Road (R.O.W. Varies), also being in the southeast line of a called 40.00 acre tract of land conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas, being also a northwest corner of said 25.585 acre tract for a northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

**THENCE**, with the common line of said 25.585 acre tract and said Anderson Road (ROW Varies), the following two (2) courses and distances, numbered 1 and 2

- 1.) N62°25'38"E, a distance of 55.03 feet to a 1/2 inch iron rod found, for corner, and
- 2.) S63°17'54"E, a distance of 5.96' to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", for corner, being the westernmost corner of a called 35.469 acre tract conveyed to Hau Wu and Lanfang Zhang in Document Number 2014104874 of the Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod found bears N27°03'02"E, a distance of 1034.56 feet, being the northernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 12.000 acre tract of land conveyed to Olmer Orellana in Document Number 2014160204 of the Official Public Records of Travis County, Texas

**THENCE**, with the common line of said 25.585 acre tract and said 35.469 acre tract the following three (3) courses and distances, numbered 1 through 3,

- 1.) S61°52'16"E, a distance of 742.87 feet to a 1/2 capped inch iron rod found, stamped "BRYAN TECH", for corner,
- 2.) S61°40'48"E, passing at a distance of 33.53 feet and 1.6 feet to the left a 1/2 inch iron rod found, and continuing for a total distance of 285.29 feet to a 1/2 capped inch iron rod found, for corner and
- 3.) S61°37'58"E, passing at a distance of 128.53 feet and 2.3 feet to the right a 1/2 inch iron rod found, and continuing for a total distance of 439.53 feet to a 4" concrete monument found, being the southernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 6.789 acre tract conveyed to Vladimir M. Haviar in Document Number 2009019842 of the Official Public Records of Travis County, Texas,

**THENCE**, with the common line of said 25.585 acre tract and said 6.789 acre tract, S62°05'57"E, a distance of 162.99 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being the easternmost corner of said 25.585 acre tract and being also the northernmost corner of a called 14.044 acres conveyed to Don Bayer and Jimmy Bayer in Document Number 2009122122 of the Official Public Records of Travis County, Texas,

42.921 ACRES  
 (1,869,634 SQ. FT.)  
 SUMNER BACON SURVEY, ABSTRACT NO. 63  
 TRAVIS COUNTY TEXAS  
 HOLLEY TRACT

**THENCE**, with the common line of said 25.585 acre tract, said 14.044 acre tract, and a called 19.000 acre tract conveyed to Benny Gundy in Document Number 2009017772, Official Public Records of Travis County, Texas, S51°49'49"W, passing at a distance of 690.10 feet a capped 1/2 inch iron found, being the northernmost corner of said 19.000 acre tract, same being the westernmost corner of said 14.044 acre tract and continuing for a total distance of 828.24 feet to a capped 1/2 inch iron rod found, being a northwest corner of said 19.000 acre tract, same being a northeast corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667 of the Official Public Records of Travis County, Texas, for corner,

**THENCE**, with the common line of said 25.585 acre tract and said 12.334 acre tract, N60°12'14"W, a distance of 299.26 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for corner, same being the northernmost corner of said 12.334 acre tract and the westernmost corner of the remainder of said 29.682 acre tract,

**THENCE**, with the common line of said 12.334 acre tract and the remainder of said 29.682 acre tract, S27°51'07"W, a distance of 734.09 feet to a capped 1/2 inch iron rod found stamped "BRYAN TECH", for the southernmost corner of the herein described tract of land, being the westernmost corner of said 12.334 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the northeast line of a called 39.135 acre tract (Tract Two) conveyed to Mary Ruth Holley in Document Number 2009125123 of the Official Public Records of Travis County, Texas and described in Volume 4234, Page 732, Deed Records of Travis County, Texas

**THENCE**, with the common line of said 39.135 acre tract and the remainder of said 29.682 acre tract, N62°13'53"W, a distance of 1005.54 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for the westernmost corner of the herein described tract of land, same being the northernmost corner of said 39.125 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the southeast line of a said 40.00 acre tract,

**THENCE**, with the common line of said 40.00 acre tract and the remainder of said 29.682 acre tract, N26°47'53"E, passing at a distance of 765.16 feet a capped 1/2 inch iron rod found, stamped "BRYAN TECH", also passing at a distance of 926.85 feet and 0.32 feet to the right of a capped 1/2 inch iron rod found, stamped "BRUSSEL", and continuing for a total distance of 1446.99 feet to the POINT OF BEGINNING and containing 42.921 acres (1,869,634 SQ. FT.) of land.

.93.983 ACRES  
 (4,093,912 SQ. FT.)  
 SUMNER BACON SURVEY, ABSTRACT NO. 63  
 TRAVIS COUNTY TEXAS  
 HOLLEY TRACT

**FIELD NOTES**

**BEING ALL OF THAT CERTAIN 93.983 (4,093,912 SQ. FT.) ACRE TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT ONE), THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT TWO), AND THE REMAINDER OF A CALLED 20 ACRE TRACT OF LAND (TRACT THREE), CONVEYED TO MARY RUTH HOLLEY IN DOCUMENT NUMBER 2009125123 AND DOCUMENT NUMBER 2009125124, BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 4234, PAGE 732, DEED RECORDS OF TRAVIS COUNTY TEXAS, SAID 93.983 ACRE (4,093,912 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a 1/2 inch aluminum capped iron rod found, stamped "TXDOT" in the southwest line of said 39.135 acre Tract One, being in the west right-of way line of F.M. 973 (R.O.W. varies), same being the northeast corner of a called 75.37 acre tract conveyed to the Board of Trustees of Manor Independent School District in Document Number 2008031946 Official Public Records of Travis County Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 3/4 inch capped iron rod found, stamped "BGE" in the east right-of-way line of said F.M. 973, bears S14°48'15"E a distance of 302.09 feet,

**THENCE**, With the common line of said 39.135 acre Tract One and said 75.37 acre tract, N62°32'47"W, a distance of 2808.00 feet to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", being in the northeastern line of said 75.37 acre tract, also being the southernmost corner of a called 40.00 acre tract conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land, from which a 3/4 inch iron pipe found bears N62°32'47"W, a distance of 553.37 feet, being in the southwestern line of said 40.00 acre tract, also being the northernmost corner of a 3.56 acre tract conveyed to Aqua Water Supply Corporation in Document Number 2009010572 Official Public Records of Travis County, Texas,

**THENCE**, with the northwest line of said 39.135 acre Tract One, the northwest line of said 39.135 acre Tract two, and the southeast line of said 40.00 acre tract, N26°45'24"E, passing at a distance of 3.02 feet a 1/2 inch iron rod found, continuing for a total distance of 1462.16 feet to a 1/2 inch iron rod found, being the westernmost corner of a 29.682 acre tract of land conveyed to Robert and Lindsey Smith in Document Number 2016022751, Official Public Records of Travis County, Texas, for the northernmost corner of the herein described tract of land, from which a capped 1/2 inch iron rod found, stamped "BRYAN TECH", being in the eastern line of said 40.00 acre tract, also being the westernmost corner of a 25.585 acre tract conveyed to Robert and Lindsey Smith in Document Number 2016022747, Official Public Records of Travis County, Texas also being the northernmost corner of said 29.682 acre tract, bears N26°48'38"E, a distance of 765.12 feet

**THENCE**, continuing with the common boundary line of said 93.983 acre tract and said 29.682 acre tract, S62°13'24"E, passing at a distance of 1005.54 feet a 1/2 inch capped iron rod found stamped "BRYAN TECH" for the southernmost corner of said 29.682 acre tract, being at the westernmost corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 202009667, Official Public Records of Travis County, Texas, continuing for a total distance of 2809.36 feet to a 1/2 inch iron rod found in the west right-of-way line of said F.M. 973 (R.O.W. Varies), being at the southernmost corner of said 12.334 acre tract of land, same being at the beginning of a point of curvature to the right, for the easternmost corner of the herein described tract of land,

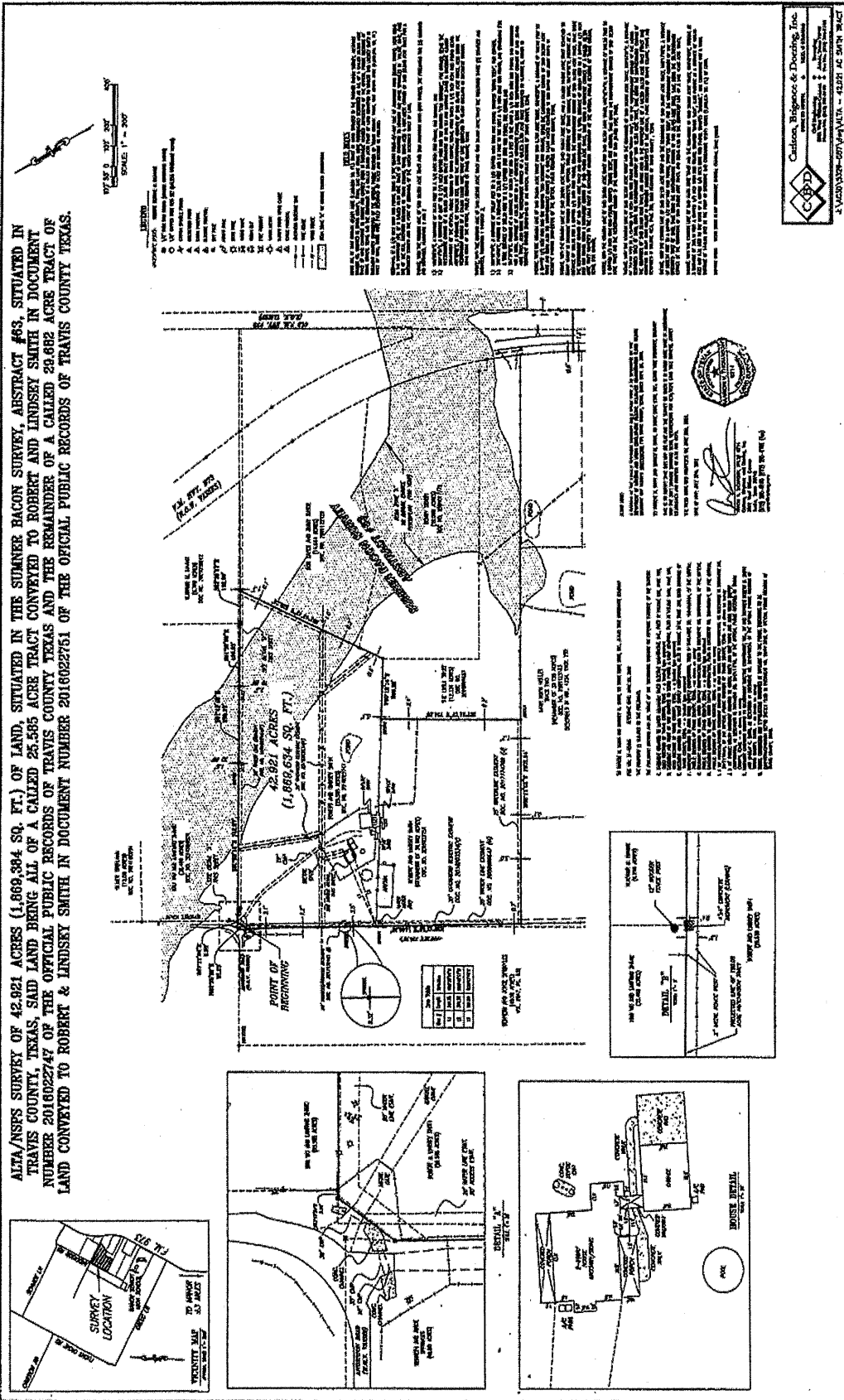


93.983 ACRES  
(4,093,912 SQ. FT.)  
SUMNER BACON SURVEY, ABSTRACT NO. 63  
TRAVIS COUNTY TEXAS  
HOLLEY TRACT

THENCE, along said curve to the right, with the west right-of-way line of said F.M. 973 (R.O.W. Varies) over and across said 39.135 acre Tract Two, having an arc length of 282.38 feet, a radius of 2764.79 feet, and whose chord bears S24°12'52"W, a distance of 282.26 feet to a 1/2 inch iron rod found for corner,

THENCE, S27°25'41"W, with the west right-of-way line of said F.M. 973, over and across said 39.135 acre Tract Two, said 20 acre Tract Three, and said 39.135 acre Tract One, a distance of 1164.39 feet to the **POINT OF BEGINNING** and containing 93.983 acres (4,093,912 SQ. FT.) of land.

# Exhibit B Depiction of the Property



**ALTA/NSPS SURVEY OF 93.983 ACRES (4,093,912 SQ. FT.) OF LAND, SITUATED IN THE SUMNER BAON SURVEY, ABSTRACT #63 TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING THE REMAINDER OF A CALLED 39.136 ACRE TRACT (TRACT ONE), THE REMAINDER OF A CALLED 39.136 ACRE TRACT (TRACT TWO), AND THE REMAINDER OF A CALLED 20 ACRE TRACT (TRACT THREE), CONVEYED TO MARY RUTH HOLLEY IN VOLUME 9450, PAGE 717 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS, AND DESCRIBED IN VOLUME 4234, PAGE 732, DEED RECORDS OF TRAVIS COUNTY TEXAS.**

Cadmon, Bridgman & Dowling, Inc.  
 Surveyors  
 402 West 13th Street, Suite 100  
 Austin, Texas 78701  
 (512) 529-1111

**FIELD NOTES**

THE SURVEY WAS MADE IN THE PRESENCE OF THE FOLLOWING PERSONS: MARY RUTH HOLLEY, OWNER OF THE LAND; AND MARY RUTH HOLLEY, OWNER OF THE LAND.

THE SURVEY WAS MADE ON THE 15th DAY OF MARCH, 1957, AT 10:00 A.M.

THE SURVEY WAS MADE BY THE FOLLOWING PERSONS: MARY RUTH HOLLEY, OWNER OF THE LAND; AND MARY RUTH HOLLEY, OWNER OF THE LAND.

**93.983 ACRES (4,093,912 SQ. FT.)**

**LEGEND**

- 1. 1/4" = 100 FEET
- 2. 1/4" = 100 FEET
- 3. 1/4" = 100 FEET
- 4. 1/4" = 100 FEET
- 5. 1/4" = 100 FEET

**SURVEY LOCATION**

**TO THE STATE OF TEXAS, I, MARY RUTH HOLLEY, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE LAND HEREIN DESCRIBED AND THAT I HAVE MADE THIS SURVEY FOR THE PURPOSES OF DIVIDING THE SAID LAND INTO SEVERAL TRACTS OF LAND.**

I HEREBY CERTIFY THAT THE SAID SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS OF TEXAS AND THAT I AM A RESIDENT OF THIS STATE AT THE TIME THE SAID SURVEY WAS MADE.

WITNESSED MY HAND AND SEAL THIS 15th DAY OF MARCH, 1957, AT AUSTIN, TEXAS.

\_\_\_\_\_  
 MARY RUTH HOLLEY  
 OWNER



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on the City of Manor, Texas Deposit Agreement Proposed Public Improvement District Mustang Valley PID.

**BACKGROUND/SUMMARY:**

KB Home Lonestar Inc. ( "Developer") has submitted a petition with the City to create the Mustang Valley PID. In accordance with the City's PID Policy, the City may request the Developer enter into a deposit agreement with the City to cover the costs associated with the creation of the PID and issuance of bonds. The attached deposit agreement is provided for City Council consideration to cover the costs for the creation of the Mustang Valley PID.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Deposit Agreement

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the City of Manor, Texas Deposit Agreement Proposed Public Improvement District Mustang Valley PID.

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

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT  
PROPOSED PUBLIC IMPROVEMENT DISTRICT  
MUSTANG VALLEY PID**

THIS DEPOSIT AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2023 (the “Effective Date”) by and between the **CITY OF MANOR, TEXAS** (the “City”) and **KB Home Lone Star Inc.**, a Texas corporation (including its Designated Successors and Assigns, the “Owner”).

WHEREAS, the Owner has requested that City of Manor (the “City”) create a Public Improvement District (the “District”) that includes real property within the corporate limits of the City, and enter into a PID Financing Agreement under which the City will, among other things, conduct proceedings pursuant to the provisions of Texas Local Government Code Chapter 372 to levy special assessments, and to issue one or more series of bonds (the “Bonds”) to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Owner is developing approximately 136.904 acres of real property that would be included within the boundaries of the proposed District; and

WHEREAS, the Owner has agreed to advance moneys to be used by the City Manager of the City (the “City Manager”) to pay reasonable and necessary costs and expenses associated with retaining the Consultants (herein defined) to assist the City with evaluating assessing the feasibility and desirability of entering into a PID Financing Agreement, forming the District, levying assessments, and issuing Bonds (the “PID Feasibility”) such advances being subject to reimbursement or credit upon the approval of the Attorney General and City Council and a successful issuance of the Bonds; or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

**SECTION 1. DEPOSITS.** The Owner shall deposit with the City the amount of \$45,000.00 (the “Moneys”) to the City Manager within five (5) business days after this Agreement is executed and delivered by the City, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not deposited in accordance with this Section 1, the City shall not proceed with evaluating the PID Feasibility. The City will draw from the deposit for the Consultant fees and other fees related to the PID Feasibility (the “Consultant Deposit”). Whenever the account for the Consultant Deposit reaches a balance below \$10,000.00, the Owner shall deposit an additional \$25,000.00 within five (5) business days of notification by the City Manager (the “Additional Moneys”). If the Additional Moneys are not deposited in accordance with this Section 1, the City shall not proceed with evaluating the PID Feasibility. The City Manager shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the City Manager and the Office of the City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs, defined below, or otherwise applied as set forth in Section 3 hereof.

**SECTION 2. USE OF MONEYS ON DEPOSIT.** The City has engaged or will engage P3 Works, LLC as assessment consultant and the City has engaged or will engage additional consultants, including but not limited to appraisers, attorneys and engineers (collectively, “Consultants”). The Consultants will assist the City with evaluating the PID Feasibility. The Consultants will be responsible to, and will act as consultants to, the City in connection with the PID Feasibility. The City Manager will use the Moneys to reimburse reasonable and necessary costs and expenses of the Consultants that are associated with or incidental to the PID Feasibility (collectively, “Project Costs”). The scope of work and terms and conditions of the agreement for the Consultants is, or will be, set forth in an agreement on file in the City Secretary’s office. The City Manager may also use the Moneys for other direct City expenses relating to the PID, such as statutorily required public notices and recording of documents. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the City’s office. Upon request, but not more than monthly, the City agrees to provide the Owner with copies of all invoices for the PID Feasibility that have been paid since the last request. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

**SECTION 3. UNEXPENDED MONEYS.** If proceedings for approval of the PID Financing Agreement or formation of the District are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the City Manager shall transfer to the Owner all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 1, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment. Upon the successful issuance of the Bonds, the City shall return unexpended Moneys, and the interest thereon, if any, to Owner.

**SECTION 4. RESERVED RIGHTS.** This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

**SECTION 5. BINDING EFFECT.** This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

EXECUTED and ACCEPTED this \_\_\_\_\_ of \_\_\_\_\_ 2023.

CITY OF MANOR, TEXAS, a municipal corporation

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

ATTEST:

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

OWNER:

KB HOME LONE STAR INC.,  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the approval to submit a Project Information Form (PIF) to the Texas Water Development Board (TWDB) to be included in the initial Project Priority List for State Fiscal Year (SFY) 2023 for appropriated funds through the Drinking Water State Revolving Fund (DWSRF) for Lead Service Line Replacement (LSLR) projects.

**BACKGROUND/SUMMARY:**

The U.S. Environmental Protection Agency’s (EPA) Lead and Copper Rule Revisions (LCRR) went into effect on December 16, 2021. All public water systems are required to comply with the LCRR starting October 16, 2024. Under the revised rule new compliance and monitoring protocols, school and childcare facility testing, service line inventories, and, if necessary, a lead service line replacement plan, and public education and outreach will be required. The TWDB LSLR program provides low-cost financial assistance for projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines for compliance with the LCRR. Entities must submit a completed PIF by midnight CST on Tuesday, May 23<sup>rd</sup> to be included in the initial Project Priority List for SFY 2023.

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

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the proposed completion and submission of a PIF to the TWDB to be included in the initial Project Priority List of SFY 2023.

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances, Chapter 4, Article 4.02 Alcoholic Beverages.

### BACKGROUND/SUMMARY:

This amendment coincides with the Zoning Ordinance Amendment also on this agenda. That ordinance requires 2 readings for approval so this Ordinance related to our Alcoholic Beverage code is for discussion purposes and would be approved with the second reading of the Zoning Ordinance.

The amendment to Article 4.02 adds the distance requirements for alcohol sales to be a minimum of 300 feet from a church, public or private school, or public hospital.

The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:

- (1) in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
- (2) if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

As shown in the attached map, this Ordinance would impact 22 of the 32 TABC licensed businesses in the city limits and cover approximately 20% of our city limits. Without a variance, these businesses would not be permitted to sell alcohol if this ordinance is approved. Our legal team is currently reviewing case law to provide options should the City Council want to approve a modified version of this ordinance, those include:

- Grandfathering existing permits from the effective date of this ordinance
- Only applying the distance requirements to schools
- If a variance is granted, having it be perpetual for that license holder rather than them having to come back every 2 years to request a new variance when they renew their license
- If a business opens in a lawful location, but a school or other facility locates within 300 feet, the business as having been first established is grandfathered and able to remain without a variance

**LEGAL REVIEW:** YES  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Ordinance
- TABC license holder map with church, hospital, school, and daycare locations
- TABC Administrative Violations Report

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council discuss an amendment to Manor Code of Ordinances, Chapter 4, Article 4.02 Alcoholic Beverages.

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

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## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS BY ADDING SECTION 4.02.002 AND 4.02.003 TO CHAPTER 4, ARTICLE 4.02, ALCOHOLIC BEVERAGES, ESTABLISHING REGULATIONS REGARDING THE SALE OF ALCOHOLIC BEVERAGES NEAR A CHURCH, PUBLIC SCHOOL OR PUBLIC HOSPITAL; PROVIDING FOR A SEVERABILITY, SAVINGS, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**Whereas,** the City Council of the City of Manor (the “City”) finds that prohibiting the sale of alcoholic beverages near a church, public school or public hospital within the City will protect the general health, safety, and welfare of the City;

**Whereas,** the City Council of the City desires to adopt regulations regarding the sale of alcoholic beverages near a church, public school or public hospital within the City to protect the general health, safety and welfare of its citizens;

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

**Section 1. Findings.** The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

**Section 2. Amendment of Code of Ordinances.** The City Council hereby amends Chapter 4, Article 4.02 Alcoholic Beverages, of the City’s Code of Ordinances to add a new *Section 4.02.002 Sale of Alcoholic Beverages Near a Church, Public School, or Public Hospital*, and *Section 4.02.003 Variances to the Sale of Alcoholic Beverages* attached hereto as Exhibit “A” and incorporated herein for all purposes.

**Section 3. Repealing All Ordinances in Conflict.** All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby amended to the extent of such inconsistency or conflict. In the event of a conflict between this Ordinance and another ordinance of the City, this Ordinance shall control.

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

**Section 5. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

**Section 7. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code.

**PASSED AND APPROVED** on this the \_\_\_\_ day of April, 2023.

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

**Exhibit "A"**

**Sec. 4.02.002 Sale of Alcoholic Beverages Near a Church, Public or Private School, or Public Hospital**

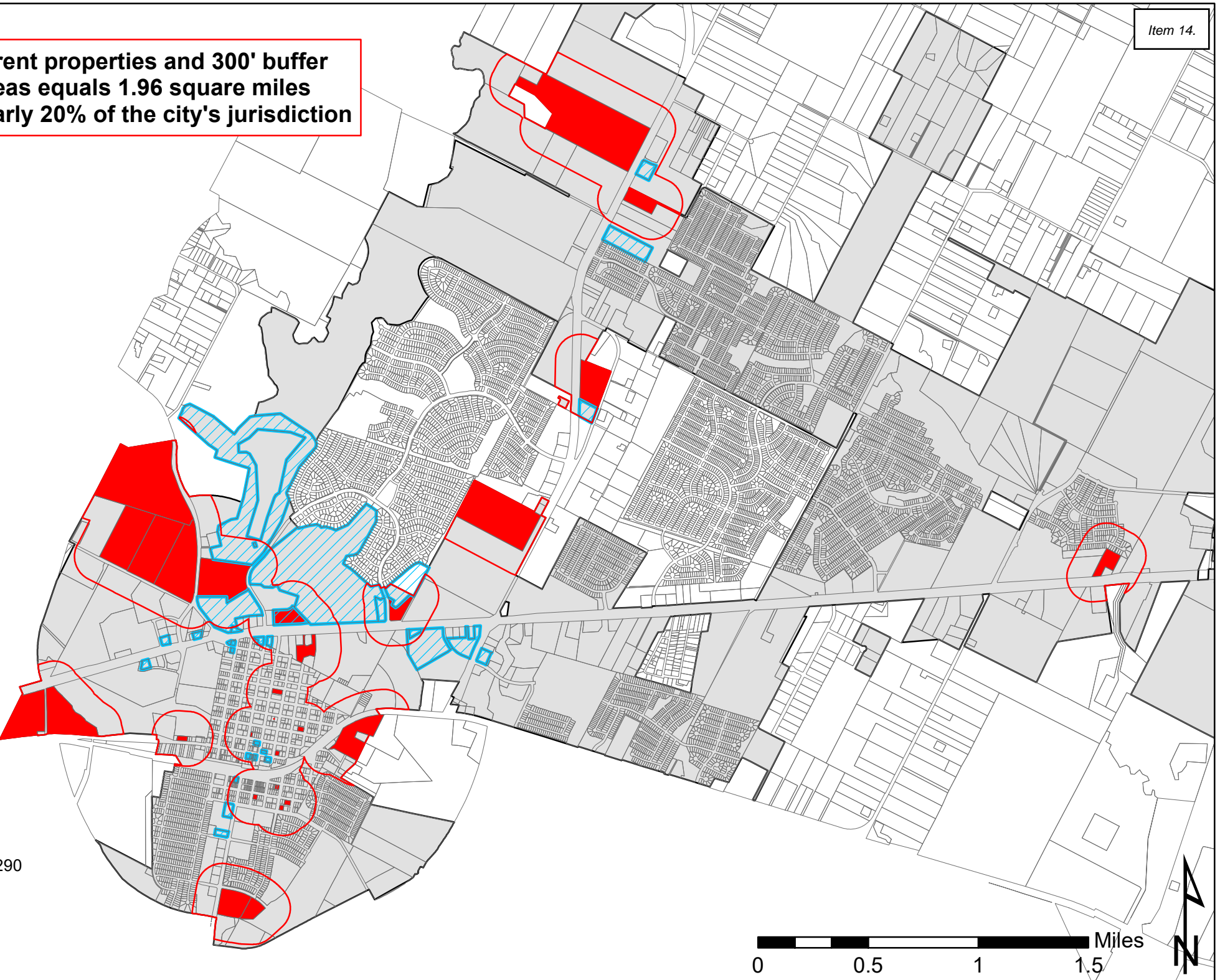
- (a) The sale of alcoholic beverages within 300 feet of a church, public or private school, or public hospital is prohibited.
- (b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections.
- (c) (1) The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be from the nearest property line of the public or private school to the nearest doorway by which the public may enter the place of business, along street lines and in a direct line across intersections.  
 (2) If the permit or license holder is located on or above the fifth story of a multistory building, the measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
- (d) The provisions in this Section 4.02.002 relating to a public school also apply to a day-care center and a child-care facility as those terms are defined in the Texas Human Resources Code, Section 42.002.
- (e) In this Section 4.02.002, "private school" means a private school, including a parochial school, that offers a course of instruction for students in one or more grades from kindergarten through grade 12; and has more than 100 students enrolled and attending courses at a single location.

**Sec. 4.02.003 Variances to the Sale of Alcoholic Beverages**

The city council may allow variances to the provisions of section 4.02.002 above if the council determines that enforcement of that section is not in the best interest of the public, constitutes waste or inefficient use of the land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the city council, after consideration of the health, safety and welfare of the public and the equities of the situation, determines is in the best interest of the community.



Current properties and 300' buffer areas equals 1.96 square miles or nearly 20% of the city's jurisdiction




Impacted Businesses:


- 1. 7-11 - 11209 E US 290
- 2. 973 Express - 13801 N. FM 973
- 3. Beer 30 - 14001 Shadowglen Blvd
- 4. Buddies Market 2 - 14825 N. FM 973
- 5. Carnicerias La Fogata - 216 E. Parsons St.
- 6. Casa Garcia's - 12700 Lexington St.
- 7. La Salsas - 109 N. Burnet St
- 8. Lituation - 201 E. Parsons St
- 9. Los Buhos 2 - 116 E. Parsons St.
- 10. Manor Grocery - 102 E. Parsons St.
- 11. Manor Xpress Mart - 12130 N. FM 973
- 12. Mini Food Mart - 10400 E. US Hwy 290
- 13. Pho Yes - 11300 E. US Hwy 290
- 14. Walmart Fuel - 11821 E. US Hwy 290
- 15. Walmart - 11923 E. US Hwy 290
- 16. Ramos - 116 E. Parsons St.
- 17. Shadowglen Golf Club - 12801 Lexington St.
- 18. Playground at 973 - 104 W. Carrie Manor St.
- 19. Twisted Liqours - 14001 Shadowglen Blvd.
- 20. Urban Liqour - 11211 E. US Hwy 290
- 21. Xpress Liqour - 12130 N. FM 973
- 22. 10555 Manor (290 Exxon) - 11016 E. US Hwy 290


22 of 32 licensed businesses within the city limits are impacted.

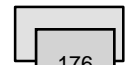


# Proposed Alcohol Sales Restricted Areas

TABC Permitted Locations 

Church, School, Hospital, Daycare Locations 

Church, School, Hospital, Daycare 300' Buffer 

City Limits 



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Second and Final: Consideration, discussion, and possible action on an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinances to Modify the Definition of Hospital Services; Modify the Residential Land Use Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify the Residential Land Use Conditions Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts Relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Hospital Services, Liquor Sales, Medical Clinic, Offices - Medical, Offices - Professional, Restaurant, and Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use Land Use Conditions relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Gas Station - Full Service, Gas Station - Limited, Hotel, Liquor Sales, Restaurant, Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use Development Standards Relating to Maximum Dwelling Units; Modify Non-Residential and Mixed-Use Development Standards Table Notes Relating to Alley Within the Historic District; Modify Accessory Structures Relating to Gross Floor Area; Modify Architectural Standards for Single-Family Detached and Two Family, Single-Family Attached, Manufactured Home, Multi-Family and Mixed Use, Office, Commercial Institutional and Industrial Uses; Modify Procedures Relating to Planned Unit Development (PUD) Uses; Modify Procedures Relating to a Final Site Plan; and Modify Procedures Relating to Amendments to the Comprehensive Plan.

### BACKGROUND/SUMMARY:

Once or twice a year the general amendments to our Zoning Code are proposed. Amendments usually arise as we work through the code with developments and find certain code provisions do not meet the intent of the code or create situations that make development unnecessarily more difficult or impractical.

P&Z conducted the public hearing and 2 people spoke opposition and 3 in support. One opposition speaker spoke about the Comprehensive Plan being inadequate and that it needs to additional community input and it should not be used. They also spoke against high density development. The other opposition speaker spoke generally that more people creates more traffic and the city should improve our infrastructure before allowing more development and that the Commission did not need to approve everything that comes before them. Two of the three speakers in support spoke specifically on the new definition for Hospital Services as they are looking to open a birth center but our current code restrictions prevented it in their preferred location. The final speaker spoke in support of the amendment to add a process to update the Future Land Use Map in the Comprehensive Plan.



Staff then spoke about each item and answered P&Z questions. Commissioners voiced concerns about 30 dwelling units an acre for the Downtown Business District zoning being too high and asked what the Comp Plan has (which is a range of 10 – 40 units/acre). They also had concerns about using a portion of an alley to measure setbacks as that could overdevelop properties and put new development closer to existing development.

P&Z voted 5-0 to approve with an amendment to Section 10 to change the dwelling units per acre to 20 and to remove Section 11 related to utilizing alleys when calculating setbacks.

This item was approved on first reading with the modification to Section 10 to reduce the dwelling units per acre to 25 from 30.

This item is being request by staff to be postponed to the May 17<sup>th</sup> meeting so the City Council can discuss the provisions related to amendments to our Alcoholic Beverage Code.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Ordinance
- Zoning Ordinance Amendments Explanations

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council postpone to May 17th the second and final reading of an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinances

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval X – with modifications</b>	<b>Disapproval</b>	<b>None</b>
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**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, AMENDING CHAPTER 14, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY PROVIDING FOR THE AMENDMENT OF DEFINITIONS; RESIDENTIAL LAND USE TABLE; RESIDENTIAL LAND USE CONDITIONS; AMENDING NON-RESIDENTIAL USES IN NON-RESIDENTIAL AND MIXED-USE ZONING DISTRICTS; NON-RESIDENTIAL AND MIXED-USE LAND USE LAND USE CONDITIONS; NON-RESIDENTIAL AND MIXED-USE DEVELOPMENT STANDARDS; AMENDING NON-RESIDENTIAL AND MIXED-USE DEVELOPMENT STANDARDS TABLE NOTES; ACCESSORY STRUCTURES; ARCHITECTURAL STANDARDS; AND PROCEDURES; PROVIDING FOR A SEVERABILITY, PROVIDING SAVINGS, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas (the “City”) is a home-rule City authorized to regulate zoning within its city limits; and

**WHEREAS**, the City Council of the City of Manor, Texas (the “City Council”) reviews the City’s zoning regulations from time to time to consider amendments to Chapter 14, Zoning of the City’s Code of Ordinances (the “Zoning Ordinance”); and

**WHEREAS**, the City finds it necessary to amend the Zoning Ordinance and adopt the amendments set forth in this ordinance; and

**WHEREAS**, the City finds that the Zoning Ordinance should be amended to better provide an attractive living environment and to protect health, safety, morals and welfare of the present and future residents of the City; and

**WHEREAS**, the City Council has determined that the proposed amendments are reasonable and necessary to more effectively guide and manage the development and use of land.

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

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

**SECTION 2. Amendment of Code of Ordinances.** The City Council hereby amends Chapter 14, Zoning of the Manor Code of Ordinances (the “Zoning Ordinance”) to amend the definitions, residential land use table, residential land use conditions, non-residential uses in non-residential and mixed-use zoning districts, non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, non-residential and mixed-use development standards table notes, accessory structures, architectural standards, and procedures; as provided for in Sections 3 through 22 of this Ordinance.

**SECTION 3. Amendment of Section 14.01.008 Definitions.** Section 14.01.008 of the Zoning Ordinance is hereby amended as follows:

(a) The definition for “Hospital Services” is hereby in its entirety to read as follows:

“Hospital services means an institution providing primary health services, psychiatric services, and medical or surgical care to persons primarily on an inpatient basis. The use differs from medical clinics in that it may require stays for longer than 24 hours. Includes the following land uses: cancer center; general hospital; private psychiatric hospital; niche hospital; special hospital; and trauma facilities as defined in the Texas Administrative Code.”

**SECTION 4. Amendment of Section 14.02.005 Residential Land Use Table.** Section 14.02.005(b) of the Zoning Ordinance is hereby amended to revise the Residential Land Uses in Residential Zoning Districts use “Single-Family Attached (3 or more units)” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Single-Family Attached (3 or more units)					C	P				

**SECTION 5. Amendment of Section 14.02.005 Residential Land Use Table.** Section 14.02.005(b) of the Zoning Ordinance is hereby amended to revise the Residential Land Uses in Residential Zoning Districts use “Single-Family Detached” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Single-Family Detached	P	P	P	P					C	

**SECTION 6. Amendment of Section 14.02.006 Residential Land Use Conditions Table.** Section 14.02.006 of the Zoning Ordinance is hereby amended to add in alphabetical order the Residential Land Use Condition for “Single-Family Attached (2 units)” to read as follows:

Single-Family Attached (2 units)	<ul style="list-style-type: none"> <li>When constructed in a Townhome (TH) district all applicable development and architectural standards of the Two-Family (TF) district apply</li> </ul>
	<ul style="list-style-type: none"> <li>When constructed in a common development (same property) with Townhome (TH) structures, all setback types for the entire property follow the more restrictive standard.</li> </ul>

**SECTION 7. Amendment of Section 14.02.006 Residential Land Use Conditions**

**Table.** Section 14.02.006 of the Zoning Ordinance is hereby amended to add in alphabetical order the Residential Land Use Condition for “Single-Family Detached” to read as follows:

Single-Family Detached	<ul style="list-style-type: none"> <li>When constructed in a Manufactured Home (MH-1) district all applicable development and architectural standards of the Single-Family Standard (SF-2) district apply</li> </ul>
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**SECTION 8. Amendment of Section 14.02.017(c) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts.** Section 14.02.017(c) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District uses to read as follows:

(a)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Alcoholic Beverage Establishment					C/S	C	C	C	C		

(b)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Brewery, Micro								C	C	C	C

(c)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Brewery, Regional									C	C	C

(d)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Brewpub						C	C	C	C		

(e)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Club or Lodge		C	C	C	C	C	C	C	C		

(f)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Distillery, Micro								C	C	C	C

(g)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Distillery, Regional									C	C	C

(h)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Event Center		C	C		C/S	C/S	C/S	C	C		

(i)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Food Sales					C	C	C	C	C		

(j)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Hospital Services		P	P	P			S	S	S		

(k)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Liquor Sales					C	C	C	C	C		

(l)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Medical Clinic		P	P	P	P	P	S	S	S		

(m)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Offices, Medical		P	P	P	P	P	S	S	S		

(n)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Offices, Professional		P	P	P	P	P	S	S	S		

(o)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Restaurant				C	C	C	C	C	C		

(p)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Restaurant – Drive-in or Drive-through							C	C	C		

**SECTION 9. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions.** Section 14.02.019 of the Zoning Ordinance is hereby amended to add or revise in its entirety the Non-Residential and Mixed-Use Land Use Conditions to read as follows:

(a)

Alcoholic Beverage Establishment	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(b)

Brewery, Micro	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(c)

Brewery, Regional	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(d)

Brewpub	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(e)

Club or Lodge	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(f)

Distillery, Micro	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(g)

Distillery, Regional	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(h)

Event Center	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• Event centers in neighborhood business (NB) and downtown business (DB) districts are limited to 10,000 s.f., unless modified by a specific use permit.</li> </ul>
	<ul style="list-style-type: none"> <li>• Event centers in light commercial (C-1) are limited to 25,000 s.f., unless modified by a specific use permit.</li> </ul>
	<ul style="list-style-type: none"> <li>• In neighborhood business (NB), downtown business (DB), and light commercial (C-1) outdoor activities can occur between 8:00 a.m. and 10:00 p.m. when located within 300 feet of a residential use, unless modified by a specific use permit.</li> </ul>

(i)

Food Sales	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• Limited to 24,000 square feet in the neighborhood business (NB) district.</li> </ul>
	<ul style="list-style-type: none"> <li>• In all permitted districts, only gas station limited uses allowed as an accessory use.</li> </ul>
	<ul style="list-style-type: none"> <li>• Gasoline sales must follow all conditions for gas station limited sales and obtain specific use permits where applicable for the district.</li> </ul>

(j)

Gas Station, Full Service	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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	<ul style="list-style-type: none"> <li>• Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul>
	<ul style="list-style-type: none"> <li>• Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.</li> </ul>
	<ul style="list-style-type: none"> <li>• Only automotive repair (minor) uses is permitted.</li> </ul>
	<ul style="list-style-type: none"> <li>• Automobile washing facilities shall follow conditions of that use.</li> </ul>
	<ul style="list-style-type: none"> <li>• No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met:             <ul style="list-style-type: none"> <li>◦ The property is located along and has direct access from US Highway 290 East.</li> <li>◦ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>• In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions).</li> </ul>
	<ul style="list-style-type: none"> <li>• Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.</li> </ul>
	<ul style="list-style-type: none"> <li>• Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.</li> </ul>
	<ul style="list-style-type: none"> <li>• Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.</li> </ul>

(k)

Gas Station, Limited	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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	<ul style="list-style-type: none"> <li>• Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul>
	<ul style="list-style-type: none"> <li>• Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.</li> </ul>
	<ul style="list-style-type: none"> <li>• Automotive repair and automobile washing facilities are prohibited.</li> </ul>
	<ul style="list-style-type: none"> <li>• No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met:</li> </ul>
	<ul style="list-style-type: none"> <li>◦ The property is located along and has direct access from US Highway 290 East.</li> </ul>
	<ul style="list-style-type: none"> <li>◦ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul>
	<ul style="list-style-type: none"> <li>• In no case shall a gas station be permitted more than ten multi-fuel dispensers (20 fuel positions).</li> </ul>
	<ul style="list-style-type: none"> <li>• In the neighborhood business (NB) and light Commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions):</li> </ul> <p>Acceptable Pump Arrangement</p> <pre>X   X X   X</pre> <p>Unacceptable Pump Arrangement</p> <pre>X   X   X   X</pre>
	<ul style="list-style-type: none"> <li>• Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.</li> </ul>

	<ul style="list-style-type: none"> <li>• Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.</li> </ul>
	<ul style="list-style-type: none"> <li>• Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.</li> </ul>

(l)

Hotel	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• External balconies must be set back at least 200 feet from any residential zoning district.</li> </ul>
	<ul style="list-style-type: none"> <li>• Must provide staff on-site 24 hours a day.</li> </ul>
	<ul style="list-style-type: none"> <li>• All guest rooms must be accessed through internal hallways, lobby, or courtyard.</li> </ul>
	<ul style="list-style-type: none"> <li>• Must provide at least three amenities from the list below:               <ol style="list-style-type: none"> <li>1. Indoor/outdoor pool.</li> <li>2. Spa/sauna.</li> <li>3. Weight room/fitness center.</li> <li>4. Playground.</li> <li>5. Sports court.</li> <li>6. Plaza/atrium.</li> </ol> </li> </ul>
	<ol style="list-style-type: none"> <li>7. Game room.</li> <li>8. Jogging trail.</li> <li>9. Conference room (1,000 square foot minimum).</li> <li>10. Full-service restaurant (minimum seating capacity of 35).</li> </ol>

(m)

Liquor Sales	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(n)

Restaurant	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(o)

Restaurant—Drive-in or drive-through	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• Drive-in or through aisles are allowed only in the rear of building or on sides of buildings provided that the service window and any associated speaker box are located at least 200 feet from any residential district or are screened by another structure from the residential district.</li> </ul>

**SECTION 10. Amendment of Section 14.02.020 Non-Residential and Mixed-Use Development Standards.** Section 14.02.020(b) of the Zoning Ordinance is hereby amended to revise the Downtown Business District (DB) “Maximum dwelling units” to read as follows:

Maximum Dwelling Units	25/Acre
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**SECTION 11. Amendment of Section 14.02.020 Non-Residential and Mixed-Use Development Standards Table Notes.** Section 14.02.020(c) of the Zoning Ordinance is hereby amended to add subsection (5) to read as follows:

“(5) Within the Historic District half the width of city-owned alleys can be included when calculating the setback(s) along property boundaries adjacent to said alley.”

**SECTION 12. Amendment of Section 14.02.046 Accessory Structures.** Section 14.02.046(2(B) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(B) Accessory structures may not exceed 25 percent of the gross floor area of the first floor of the principal structure, except detached garages which may not exceed 100 percent of the gross floor area of the first floor of the principal structure.

**SECTION 13. Amendment of Section 14.02.061 Single-Family Detached and Two Family.** Section 14.02.061(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to all single-family and two-family dwelling units constructed in permitted districts.

(A) Reconstructions, remodels, or additions to single-family detached and two-family structures constructed prior to the effective date of this chapter shall be exempted from the provisions of this section when then reconstruction, remodel, or addition does not modify the structure's exterior or the reconstruction, remodel, or addition is less than 25 percent of the structures gross floor area.”

**SECTION 14. Amendment of Section 14.02.062 Single-Family Attached.** Section 14.02.062(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to all townhome dwelling units and attached townhome or rowhouse style developments of three or more attached units constructed in the permitted districts.

**SECTION 15. Amendment of Section 14.02.063 Manufactured Home.** Section 14.02.063(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to manufactured home dwelling units constructed in a permitted district.”

**SECTION 16. Amendment of Section 14.02.064 Multi-Family and Mixed-Use.** Section 14.02.064(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to multi-family and mixed-use developments constructed in permitted districts.”

**SECTION 17. Amendment of Section 14.02.065 Office, Commercial, Institutional.** Section 14.02.065(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to office, commercial, and institutional developments constructed in a permitted district.”

**SECTION 18. Amendment of Section 14.02.065 Office, Commercial, Institutional.** Section 14.02.065(b)(2)(G) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(G) For developments on a single lot or tract ten acres or larger that contains three (3) or more buildings, the following standards additionally apply, as applicable:

- (i) The site's buildings should be organized so that the layout encourages functional pedestrian spaces, plazas and amenities between and in front of the buildings.
- (ii) Provide direct pedestrian and bike access to connect future and existing developments.
- (iii) Design pedestrian amenities that allow for use and enjoyment of outdoor areas as a development focal point or centralized amenity. These may include a mix of pedestrian scaled lighting, tables, drinking fountains, benches, seating walls, shade trees, raised landscape planters, berms, clock towers, water features, specimen trees, potted plants, information kiosks, botanical exhibits and art exhibits or features.
- (iv) Design sites to accommodate bus stops in the development of shopping centers on arterial streets where future transit service may become available.
- (v) Provide convenient bicycle parking in locations that do not interfere with pedestrian circulation. Place bicycle parking racks or area in several locations within the development.

- (vi) Provide for continuation of pedestrian access when commercial developments are located adjacent to existing planned open space.”

**SECTION 19. Amendment of Section 14.02.066 Industrial.** Section 14.02.066(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to industrial developments constructed in a permitted district.”

**SECTION 20. Amendment of Section 14.05.002 Procedures.** Section 14.05.002(b)(4) of the Zoning Ordinance is amended in its entirety to read as follows:

“(4) *Rules applicable.* The city council, after public hearing and proper notice to all parties affected and after recommendation from the commission, may attach a planned unit development district designation to any tract of land equal to or greater than twenty five acres. Under the planned development designation, the following rules apply:

(A) The approval of any proposed PUD or combination of uses proposed therein shall be subject to the discretion of the city council, and no such approval will be inferred or implied.

(B) Permitted uses are those listed under the applicable zoning district(s) for the base zoning to be applied to the PUD (for example, the permitted uses in a PUD proposed to be developed as a retail, commercial and office development are the respective uses listed for the general retail, commercial and office districts). In addition, a planned unit development district may be established where the principal purpose is to serve as a transitional district, or as an extension of an existing district whereby the provision of off-street parking, screening walls, fences, open space and/or planting would create a protective transition between a lesser and more restrictive district. In approving a planned unit development, additional uses may be permitted, and specific permitted uses may be prohibited from the base district.

(C) Standards required by the base zoning apply in a planned unit development except that the following regulations and standards may be varied in the adoption of the planned unit development, provided that the plan is consistent with sound urban planning and good engineering practices:

- (i) Setbacks.
- (ii) Maximum height.
- (iii) Maximum lot coverage.
- (iv) Minimum lot width.
- (v) Minimum lot area.
- (vi) Off-street parking requirements.
- (vii) Maximum dwelling units per acre.

- (viii) Minimum dwelling unit size.
- (ix) Accessory building regulations.
- (x) Sign regulations along with a development agreement.
- (xi) Landscaping regulations along with a development agreement.
- (xii) Land uses and land use conditions.
- (xiii) Architectural standards along with a development agreement.
- (xiv) Special district requirements pertaining to the base zoning.

(D) In approving a planned unit development, no standards may be modified unless such modification is expressly permitted by this chapter, and in no case may standards be modified when such modifications are prohibited by this chapter.

(E) In approving a planned unit development, the city council may require additional standards deemed necessary to create a reasonable transition to, and protection of, adjacent property and public areas, including but not limited to, light and air, orientation, type and manner of construction, setbacks, lighting, landscaping, management associations, open space and screening.

(F) The commission and city council, in approving modifications to standards and regulations, shall be guided by the purpose intended by the base zoning and general intent of this chapter.

**SECTION 21. Amendment of Section 14.05.002 Procedures.** Section 14.05.002(b)(6) of the Zoning Ordinance is amended in its entirety to read as follows:

“(6) *Final site plan.* Following approval of the preliminary site plan a final site plan for any portion of the planned unit development may be approved. The preliminary site plan establishes the general development standards according to a base district. The final site plan providing all the detail required for development, subdivision, zoning and enforcement of the special conditions and regulations must be approved by ordinance prior to the zoning being in effect and construction being authorized.”

**SECTION 22. Amendment of Section 14.05.002 Procedures.** Section 14.05.002 of the Zoning Ordinance is amended to add subsection (c) to read as follows:

“(c) *Comprehensive Plan Amendment Procedures.*

- (1) *Purpose.* For the purpose of establishing and maintaining sound, stable, and desirable development within the City, the Comprehensive Plan, specifically, the Future Land Use Plan and the Transportation Master Plan, shall be amended only based upon changed or changing conditions in a particular area or in the City.

- (2) *Applicability.* If it is determined that a proposed rezoning is not in accordance with the Future Land Use Plan located within the Master Plan, a Comprehensive Plan Amendment petition shall be required to accompany the rezoning application of the applicant who initiated the rezoning request with the applicable review fees in accordance with Appendix A.
- (3) *Initiation of Amendment.* An amendment may be initiated by:
- (A) City Council;
  - (B) The Planning and Zoning Commission; or
  - (C) The City Manager
- (4) *Procedure.* An applicant who wishes to develop land within the city's jurisdiction and who will require an amendment to the Future Land Use Map or Transportation Master Plan may petition the city council to initiate the process to amend the comprehensive plan by submitting a petition in the form provided by the city to the city's Development Services Director.
- (A) *Amendment Petition.* A complete petition for a Future Land Use Map or Transportation Master Plan amendment shall be submitted to the Development Services Director with letter of explanation for the request and any support information related to the request.
  - (B) *Review and Report by Development Services Director.* Once the petition is complete, the Development Services Director shall review the proposed amendment in light of the remainder of the Comprehensive Plan and conditions in the City and give a report and recommendation to the City Council.
  - (C) *City Council Petition Review.* Approval of a petition will not constitute approval of the proposed amendment and will not bind the City Council to approve the proposed amendment. If the City Council approves the petition, the petition shall be forwarded to the Planning and Zoning Commission for review and recommendation. Failure of the City Council to act on a petition within sixty days of its submission shall be deemed a denial of the petition. An approved petition shall expire within six months of the date of approval if the amendment is not finally approved by the City Council within that time.
  - (D) *Review by the Planning and Zoning Commission.* Once a petition has been approved by the City Council, the Planning and Zoning Commission shall hold a public hearing to review the amendment and recommend approving, approving with conditions, or denying. The Planning and Zoning Commission will advise the City Council of its recommendation regarding the requested Comprehensive Plan amendment, or any element of the Comprehensive Plan.

(E) Final Review and Action by the City Council. After receiving a recommendation by the Planning and Zoning Commission, the City Council at a public hearing may then adopt or reject all or a certain elements of the proposed Comprehensive Plan amendment. The City Council may also adopt additional elements it deems necessary to fulfill the goals and intent of the Comprehensive Plan. The City Council may:

- (i) Adopt or reject the plan as submitted by the Planning and Zoning Commission;
- (ii) Adopt or reject the Comprehensive Plan Amendment with changes or amendments; or
- (iii) Direct the Planning and Zoning Commission to further study or review the Comprehensive Plan Amendment, or a portion thereof.

*(5) Approval Criteria*

(A) The City Council shall consider the following approval criteria in an analysis of immediate needs and consideration of the long-term effects.

- (i) The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and
- (ii) The amendment promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.

(B) In considering amendments to the Comprehensive Plan, the City Council should be guided by the following:

- (i) The need for the proposed change;
- (ii) The effect of the proposed change on the need for City services and facilities;
- (iii) The compatibility of the proposed change with the existing uses and development patterns of nearby property and with the character of the neighborhood; and
- (iv) The implications, if any, that the amendment may have for other parts of the Plan.

**SECTION 23. Construction**

The terms and provisions of this Ordinance shall not be construed in a manner to conflict with Chapter 211 of the Texas Local Government Code and if any term or provision of this



Ordinance shall appear to conflict with any term, provision or condition of Chapter 211, such Ordinance term or provision shall be read, interpreted and construed in a manner consistent with and not in conflict with such Chapter, and, if possible, in a manner to give effect to both. The standard and accepted rules of statutory construction shall govern in construing the terms and provisions of this Ordinance.

**SECTION 24. Repealing all Conflicting Ordinances**

All ordinances or parts of ordinances governing zoning in force when the provisions of this Ordinance become effective which are inconsistent with or in conflict with the terms and provisions contained herein are amended only 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 25. Savings Clause**

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

**SECTION 26. Severability**

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

**SECTION 27. 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.

**SECTION 28. Effective Date**

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED** on First Reading this the \_\_\_\_ day of \_\_\_\_\_ 2023.

**FINALLY PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_ 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

DRAFT

**Zoning Ordinance Amendments**

**Section 3:**

- Updated definition to remove “birthing center” as a Hospital Services use. Birthing Center can now be classified as a Medical Clinic or Hospital Service since it would no longer be explicitly defined within Hospital Service

**GUIDING PRINCIPLES**

**Healthy Community**

- Ensure public health needs are recognized and addressed through provisions for healthy foods, physical activity, access to recreation, health care, environmental justice and safe neighborhoods.

**Section 4:**

- Allows two-family (duplex) units to be constructed in Townhome zoned areas so long as the two-family units follow the development standards for the Two-Family district

**Land Use Goal 6 – A Place of Character Where Everyone Prospers and No One is Left Behind.**

Safeguard and encourage additional access to diverse housing options and preserve existing neighborhoods for residents of all ages, backgrounds and income levels, while still allowing for incremental, organic change at a scale that encourages investment by anyone without resulting in displacement.

LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
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ED. 14	Encourage diverse housing in terms of type and affordability to align with workforce needs.
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**Section 5:**

- Allows single-family detached units to be constructed in the Manufactured Home (MH-1) district so long as the single family detached unit follows the development standards of the SF-2 (Single Family Standard) district

**Land Use Goal 6 – A Place of Character Where Everyone Prospers and No One is Left Behind.**

Safeguard and encourage additional access to diverse housing options and preserve existing neighborhoods for residents of all ages, backgrounds and income levels, while still allowing for incremental, organic change at a scale that encourages investment by anyone without resulting in displacement.

LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
-------	---

ED. 14	Encourage diverse housing in terms of type and affordability to align with workforce needs.
--------	---

Section 6:

- Condition related to Section 4 that requires Two-family units built in Townhome districts to follow Two-Family development regulations

Section 7:

- Condition related to Section 5 that requires Single Family units built in Manufactured Housing (MH-1) districts to follow SF-2 development regulations

Section 8:

- Permitted with Conditions, indicated by (C), was added to uses that sell alcohol. Condition will be adherence to a revised Article 4.02 Alcoholic Beverages that will restrict the sale of alcohol within 300 feet of church, public or private school, or public hospital. Uses with this Condition added are: Alcoholic Beverage Establishments, Brewery (Micro and Regional), Brewpub, Club or Lodge, Distillery (Micro and Regional), Event Center, Food Sales, Liquor Sales, Restaurant, and Restaurant Drive-in.
- Adds Medical Clinic, Medical Offices, and Professional Offices into C-1 Light Commercial, C-2 Medium Commercial, and C-3 Heavy Commercial as a use requiring a Specific Use Permit.
  - Those uses were taken out of C-1, C-2, and C-3 when we created the General Office (GO) land use. This left mostly sales tax generating commercial uses in C-1, C-2, and C-3. However, as we get larger developments, there is a demand for a mix of tenants that include both retail and office. Adding these 3 uses back into C-1, C-2, and C-3 as a use requiring a Specific Use Permit would allow the Planning and Zoning Commission and City Council to consider each request on a case-by-case basis to ensure the use is appropriate and development maintains an acceptable balance of sales tax generating uses and office uses.

**Economic Development Goal 2 – Improve the balance of jobs-to-residents.** Attracting commercial and industrial tax base to offset the dependence on residential land uses.

ED. B - Diversify the tax base to reduce reliance on residential uses for municipal revenue.

ED. C - Make commuting out of the City a choice rather than a requirement by improving the balance of jobs-to-residents and aligning job creation to residents' skills.

Section 9:

- Adds the condition to all the uses involving alcohol that the use needs to refer to Article 4.02 Alcoholic Beverages. This is where the provisions relating to distance will be added.

Section 10:

- Increases the dwelling unit of Downtown Business (DB) to 30 units per acre from 15 units per acre.
  - DB lots are typically small – from 5,750 sf (one lot) to 28,750 sf (half block) so the number of permitted dwelling units would still remain relatively low. For example, a 28,750 sf lot (.66 acres) under current code (15 du/acre) is permitted 10 dwelling units. Increasing to 30 du/acre would permit up to 20 dwelling units. Developments would still have the same parking requirements so they would still be limited in the number of units based on the number of parking spaces they could accommodate. DB also requires commercial in order to have a residential use, so developments could not be entirely residential.

**Land Use Goal 1 – Diverse Land Use Patterns to Support Access to Opportunities.** Promote dense and diverse transit-ready and pedestrian-oriented development patterns, particularly in downtown but also other areas of Manor, with complementary land uses and development patterns that support diverse housing and retail choices, greater transportation options, and access to economic and educational opportunity.

LU. A – Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development.

LU. B – Promote more compact, higher density, well-connected development within appropriate infill locations.

LU. 1 - Encourage innovative forms of compact, pedestrian friendly development and a wider array of affordable housing choices through smart regulatory provisions and incentives.	
LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
LU. 3	Develop standards to accommodate higher density residential development, encouraging urban-style design rather than suburban garden apartments.
LU. 9	Develop regulations that reduce development impact without substantially increasing cost (eg. Impervious cover, natural drainage, building orientation, density, bike/pedestrian connectivity).
LU. 53	Create a regulatory ecosystem that encourages mixed-use and particularly vertical mixed-use and, where compatible with adjacent areas, high-density developments, creating the types of engaging spaces attractive to residents and corporate employers.
ED. 14	Encourage diverse housing in terms of type and affordability to align with workforce needs.
DU.11	Increase development of housing units close to multi-modal infrastructure and mixed-use developments, including in Downtown.

#### Section 11:

- Permits developments to include a portion (half) of an adjacent alley's width when calculating setbacks.
  - This helps make development more practical and feasible within the historic district because the lots are generally smaller but the setbacks for commercial zoned land are based on new, larger platted lots so developments on the older, smaller platted lots in the historic district face some obstacles in site design when accommodating setbacks written for larger lots. Alleys within the historic district are 20' and provide greater separate between properties than elsewhere

in the city where alleys do not exist. This code provision would allow a development to count 10' of an alley as part of their setback, which would provide their lot more buildable area.

**Land Use Goal 1 – Diverse Land Use Patterns to Support Access to Opportunities.** Promote dense and diverse transit-ready and pedestrian-oriented development patterns, particularly in downtown but also other areas of Manor, with complementary land uses and development patterns that support diverse housing and retail choices, greater transportation options, and access to economic and educational opportunity.

LU. A – Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development.

LU. B – Promote more compact, higher density, well-connected development within appropriate infill locations.

LU. I - Encourage innovative forms of compact, pedestrian friendly development and a wider array of affordable housing choices through smart regulatory provisions and incentives.

LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
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LU. 3	Develop standards to accommodate higher density residential development, encouraging urban-style design rather than suburban garden apartments.
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LU. 9	Develop regulations that reduce development impact without substantially increasing cost (eg. Impervious cover, natural drainage, building orientation, density, bike/pedestrian connectivity).
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LU. 44	Evaluate regulations for potential barriers that discourage location of businesses that could draw high foot traffic from neighborhoods within a five-minute walk of those neighborhoods.
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LU. 53	Create a regulatory ecosystem that encourages mixed-use and particularly vertical mixed-use and, where compatible with adjacent areas, high-density developments, creating the types of engaging spaces attractive to residents and corporate employers.
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#### Section 12:

- Accessory structures, including detached garages, are limited in size to 25% of the gross floor area of the first floor of the principal building. This works for sheds and detached patios, but not for detached garages which typically are a minimum of 400 sf. A two-story home may not have 1,600 sf on a first floor, so this code amendment allows up to 100% of the GFA of the first floor of the principle structure when determining the maximum size of a detached garage.

#### Sections 13-17:

- Removed the zoning district classifications from each section and replaced them with “in permitted districts”.
  - This change makes it easier to provide the correct architectural standards to a project based on the use/type of project rather than the zoning classification it is constructed in. For example, C-3 Heavy Commercial is a mix of commercial and industrial uses. Prior, the code said C-3 Heavy Commercial developments follow the architectural guidelines for office, commercial, and institutional developments. Those standards though do not work well for industrial uses, which have their own standards, so if an industrial building constructed in a C-3 Heavy Commercial zoning district they technically would need to follow the more restrictive commercial architectural standards rather than the industrial ones. By changing the wording to “in permitted districts” that means any industrial development that is constructed in any district where it is permitted would follow the industrial architectural standards.

#### Section 18:

- Modifies that certain site arrangements from commercial, office, and institutional developments only apply when the property is 10 acres or larger and contains three (3) or more buildings. Current code has any development 10 acres or larger being subject to certain site arrangement conditions. These include pedestrian spaces and plazas. These types of features are more suitable to developments that can incorporate them in a functional way, such as when there are multiple buildings that can be arranged to provide these spaces. Having the requirements on any commercial, office, and institutional development that’s 10 acres or larger could be impractical for single-tenant developments that intend to have one large building and associated parking.



LU. 48	Establish provisions for public spaces within nonresidential and mixed-use developments, such as outdoor plazas, dining and activity areas. Such standards should be designed to achieve meaningful, useful and engaging spaces appealing to users and not be afterthoughts.
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Section 19:

- Same as Sections 13-17. Removed the zoning district classification and changed to “in permitted districts”

Section 20:

- Updated the acreage for which a Planned Unit Development can be considered to match the acreage in the development standards table. That table lists the minimum acreage for a PUD as 25 acres. This section had said the minimum acreage was three acres, so it has been updated to 25 acres be consistent throughout the code.

Section 21:

- Removed that Preliminary Planned Unit Development Site Plans can be considered at the same time as Final Planned Unit Development Site Plans

Section 22:

- Added a Comprehensive Plan Amendment procedure now that the city has an adopted Comprehensive Plan with a Future Land Use Map and Thoroughfare Plan. Only the Future Land Use Map and Thoroughfare Plan can be requested to be modified, other provisions of the Comp Plan cannot be changed by this process.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on a Professional Services Agreement between the City of Manor and Grant Development Services.

**BACKGROUND/SUMMARY:**

The Park Committee has been working to identify projects that could enhance the city’s existing park infrastructure and support plans for park expansion opportunities while maintaining and upkeeping the existing designated open spaces. The Park Committee will continue to focus on the items listed below and work with city staff in identifying future funding sources and partnerships to achieve our desired goals for our public parks and open space development:

- Timmerman Park Uses
- Timmerman Park Updates and Projects
- Future Projects at Jennie Lane Park
- Park Rental Fees and Park in Lieu Fees
- Changes to the Code of Ordinance regarding Detention Ponds in future developments
- Upgrades to Manor Art Park
- Park Grants

The committee was informed future grants could not be pursued through the Texas Department of Wildlife and Parks and other grant agencies without having a completed strategic park plan. Manor is in a unique position to attract financial support from our local and regional partners that have defined strategic goals focused on quality of life investments and infrastructure improvements. As the city continues to grow and acquire land for future open space and recreational program additions, an approved masterplan would allow the city to develop future operating and capital budgets to complete those significant key strategies of the approved plan. This will be the city’s first park masterplan developed.

**LEGAL REVIEW:** No  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Professional Service Agreement

**STAFF RECOMMENDATION:**

Staff recommends City Council authorize the City Manager to execute a Professional Services Agreement with Grant Development Services in an amount not to exceed \$12,000.

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MANOR AND  
GRANT DEVELOPMENT SERVICES**

This professional services agreement (“Agreement”) is entered into this \_\_\_\_ day of May, 2023 (the “Effective Date”), by and between **CITY OF MANOR**, a political subdivision of the State of Texas (“City of Manor”) acting by and through its duly authorized official, Scott Moore, City Manager (“City Manager”), and **GRANT DEVELOPMENT SERVICES INC.**, a Texas corporation (“GDS”), acting by and through its duly authorized official J. Gandolf Burrus, President. City of Manor and GDS may be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, City of Manor desires to engage GDS to render professional services to prepare and submit to the Texas Parks and Wildlife Department (“TPWD”) a Master Plan for Parks, Recreation and Open Spaces (the “Master Plan”).

**NOW, THEREFORE**, in consideration of the above recitals, the mutual promises that follow, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

**Section 1. Incorporation of Recitals.** The above recitals, having been found to be true and correct, are incorporated herein by reference.

**Section 2. Time of Performance.** The professional services for the development of the Master Plan to be provided by GDS shall commence upon execution of this Agreement. All services required and rendered under this Agreement shall be completed no later than December 10, 2023

**Section 3. Scope of Services.** Upon receipt from City of Manor of a notice to proceed to develop the Master Plan, GDS shall satisfactorily complete the work as follows:

1. Conduct review of any previously submitted documents, Master Plans and applications submitted to TPWD.
2. Conduct public meetings with stakeholders and residents to document and secure public input into the Master Planning process.
3. Develop a preliminary list of recreational opportunities to be included on the public needs’ identification survey.
4. Conduct inventory of existing parks and open spaces.
5. Assist Parks Board in determining a schedule for targeting
6. Conduct inventory of City of Manor property that could be used to support grant funded recreational construction.
7. Research eligibility of properties owned by City of Manor that could be used as grant match in lieu of or in addition to cash contributions.
8. Assist City in identifying parcels of land that could be usefully donated to the City by developers.
9. Coordinate with Scott Dunlop on suitability of property offered by developers as potential park space.
10. Conduct on-line recreational needs surveys to document recreational priorities.
11. Assess Americans With Disabilities compliance in all existing recreational facilities.

12. Determine usage-based development standards.
13. Determine feasibility and options for securing funding.
14. Verify that all necessary public notices meet the state or federal requirements governing the publication of notices necessary for the Master Plan.
15. Present a draft Master Plan to Board for review and comment.
16. Submit final Master Plan to TPWD; and,
17. Secure final Master Plan approval from TPWD.

**Section 4 City of Manor Responsibilities.** To facilitate the commitments made by GDS, City of Manor agrees to perform the following:

1. Designate a Project Coordinator responsible for all communication with, TPWD, GDS, and any engineer participating in the planning effort.
2. Obtain from an engineer or architect the required conceptual maps layouts, maps, displays for public meetings, and estimated costs of proposed construction envisioned in the Master Plan.
3. Supply GDS with copies of all communication or correspondence received from TPWD or other Regulatory Agencies regarding this Master Plan project.
4. Provide GDS with a letter authorizing GDS as its representative, to interact with the TPWD on the behalf of City of Manor.
5. Post to the City of Manor website public communications and links to the online recreation need survey form, and,
6. Publish public notices as required by the funding agencies. GDS shall verify that all such notices meet state or federal requirements for the grant programs.

**Section 5. Compensation.** GDS shall be compensated by City of Manor for professional services rendered under this Agreement per the following schedule:

**A. Professional Services Compensation for Texas Parks and Wildlife Department Master Plan for Parks, Recreation, and Open Spaces.** The Master Plan needs survey, design, and submission services as described in Section 3: Scope of Services shall be provided to City of Manor for the sum of \$12,000.00 professional services to be invoiced as progress payments for the following milestones:

1. \$3,000.00 shall be due upon execution of this Agreement.
2. \$2,500.00 shall be due upon initiation of the public meetings and charrette to gather resident recreational needs for use in the public survey.
3. \$1,000.00 shall be invoiced during initiation of the recreational needs electronic community recreation needs survey.
4. \$1,500.00 shall be due upon Board acceptance of the results of the recreational needs community survey.
5. \$1,000.00 shall be due upon Board approval of final Master Plan.
6. \$1,000.00 shall be due upon conduct of final public hearing on Master Plan contents and proof of delivery of the completed Master Plan to TPWD; and
7. \$1,000.00 shall be due upon notification that TPWD has accepted Master Plan.

**B. Out-of-Pocket Expenses for Master Plan Preparation Services.** City of Manor will reimburse GDS for the hard costs incurred in connection with the preparation of the Master Plan including but not limited to, out-of-pocket expenses, for mileage, photocopies, mail and delivery charges, illustrations, maps, and photographs. This fee will not exceed \$2,500.00 without the advance written approval of City of Manor and will be billed throughout the project as incurred.

**C. Invoicing.** GDS shall periodically invoice progress payments to City of Manor for the fees due to GDS as described by this Section 5. City of Manor shall pay to GDS all undisputed invoiced amounts within thirty (30) days of receipt of each invoice.

**Section 6. Access to Information.** It is agreed that all materials, data, reports and records, illustrations or maps in the possession of City of Manor that are necessary for the carrying out of work outlined in Section 3 shall be readily facilitated and available at no cost to GDS.

**Section 7. GDS Responsibilities.** GDS shall comply with all requirements of any and all applicable federal, state, and local laws, rules, and regulations. GDS shall assume full responsibility for payments of federal, state and local taxes on contributions imposed or required under the social security, worker's compensation, and income tax statutes for compensation received for services rendered under this Agreement. GDS recognizes that City of Manor is employing GDS as an independent contractor for its expertise in writing grants and optionally for administering grants. In fulfilling its obligations under this Agreement, GDS shall exercise the skill and care appropriate to a firm that represents itself as having professional grant writing and administration expertise.

**Section 8. Termination of Agreement.** City of Manor may terminate this Agreement if, through any cause, GDS fails to fulfill its obligations under this Agreement in a timely and proper manner, or if GDS violates any of the covenants, agreements, or stipulations of this Agreement. To effectuate termination rights, City of Manor shall give written notice to GDS of such termination by certified mail, return receipt requested at the mailing address listed below at least fifteen (15) days before the effective date of such termination. During such notice period, GDS shall have the opportunity to cure any allegations of breach as reflected in City of Manor's notice of termination. If the Agreement is terminated by City of Manor prior to the submittal of the Application to TPWD, no consideration is due GDS except reimbursement for actual out-of-pocket expenses and all completed work will be billed at an hourly rate of \$95.00 per hour. Under no circumstances shall that billing exceed the original Professional Services fee of \$12,000.00. Upon termination of this Agreement, GDS and City of Manor shall utilize good faith efforts to wind up their affairs and obligations arising under this Agreement in a businesslike and reasonable manner, and in a manner that fully protects the rights of the parties, as well as all third-parties affected by this Agreement.

**Section 9. Additional Terms And Conditions.** The Parties agree to honor and abide by the additional terms and conditions which are appended hereto as "**Attachment A**" and which are incorporated herein by reference.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereunto set their hands on the \_\_\_\_\_ Day of April, 2023

“

**CITY OF MANOR, TEXAS**

\_\_\_\_\_  
**Scott Moore**  
**City Manager**  
**City of Manor, Texas**

**GRANT DEVELOPMENT SERVICES INC.,**

\_\_\_\_\_  
**J. Gandolf Burrus**  
**President**  
**Grant Development Services, Inc**

**ATTEST:**

\_\_\_\_\_  
**Lluvia T. Almaraz, TRMC**  
**City Secretary**  
**City of Manor, Texas**

## **ADDITIONAL TERMS AND CONDITIONS**

**Section 1. Changes to Professional Services.** City of Manor may, from time to time, request changes in the scope of the services of GDS to be performed hereunder. Such changes, including any increase or decrease in the amount of GDS' compensation, which are mutually agreed upon by and between City of Manor and GDS, shall be incorporated in written amendments to this Agreement.

**Section 2. Personnel.** GDS represents that it has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with City of Manor. All of the services required hereunder will be performed by GDS or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under local, state, and federal law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City of Manor. Any work or services subcontracts shall be specified by written agreement and shall be subject to each provision of this Agreement.

**Section 3. Assignability.** GDS shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of City of Manor; provided, however, that claims for money by GDS from City of Manor under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly by GDS to City of Manor.

**Section 4. Reports and Information.** GDS, at such times and in such forms as the TPWD may require, shall furnish the FBCMUD#131 such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

**Section 5. Records and Audits.** GDS will keep and maintain accurate books and records of the dates and time periods for which it has furnished Professional Services pursuant to this Agreement and shall allow City of Manor to review and inspect such information upon request during the term of this Agreement for purposes of assuring compliance with the terms of this Agreement and local, state, and federal laws, rules and regulations. GDS and City of Manor shall ensure that reasonable steps are undertaken to ensure confidentiality in the sharing of such records and information to the extent applicable.

**Section 6. Findings Confidential.** To the extent permitted by law, all of the reports, information, and data prepared or assembled by GDS under this Agreement are confidential and GDS agrees that they shall not be made available to any individual or organization without the prior written approval of City of Manor.

**Section 7. Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of GDS.

**Section 8. Compliance with Applicable Laws.** GDS shall comply with all applicable laws, ordinances, and codes of local, state, and federal governments, and GDS shall save and hold City of Manor harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

**Section 9. Equal Employment Opportunity.** During the performance of this Agreement, GDS agrees GDS will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. GDS will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap, sexual orientation, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GDS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City of Manor setting forth the provisions of this non-discrimination clause. GDS will, in all solicitation or advertisements for employees placed by or on behalf of GDS, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin. GDS will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. GDS will include the aforementioned provisions in every subcontract or purchase order unless exempted.

**Section 10. No Discrimination.** GDS and City of Manor agree in the performance of this Agreement there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1974, the Americans with Disabilities Act of 1974, the Americans with Disabilities Act of 1990, and all federal rules and regulations, state laws and executive orders as applicable.

**Section 11. Address of Parties For Notices.**

**To City of Manor:**  
 Scott Moore, City Manager  
 City of Manor, Texas  
 105 Eggleston Street  
 Manor, Texas 78653

**To Grant Development Services, Inc:**  
 J. Gandolf Burrus, President  
 Grant Development Services  
 Post Office Box 33043  
 Austin, Texas 78764

Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.



Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.

**Section 13. Jurisdiction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any legal proceedings to enforce or interpret this Agreement shall be in a court of appropriate jurisdiction in Dallas County, Texas.

**Section 14. Enforcement Costs.** If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

**Section 15. No Other Agreements.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating herein shall be valid or binding. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other.

**Section 16. Amendments To Agreement.** This Agreement, including the attachments thereto constitutes a legally binding contract between City of Manor and GDS. This Agreement may be amended only in writing and shall require the mutual consent of both parties.

**Section 17. Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

**Section 18. Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Purchase Agreement with Stuart D. Dimond and Madeleine R. Dimond for a wastewater easement with a temporary construction easement.

**BACKGROUND/SUMMARY:**

Since 2022, the City of Manor has been engaged with George Butler & Associates and their consulting team to secure the required utility easements to complete the Cottonwood Creek West Tributary Wastewater Project. This project is scheduled to be completed in the Fall of 2023. The Dimond family is 1 of 13 property owners the city is seeking to acquire a 25' permanent wastewater utility easement and 25' temporary construction easement along the designated route for the future wastewater line. The City of Manor is agreeing to \$13,862 monetary compensation for the easements.

**LEGAL REVIEW:**

**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Purchase Agreement

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the Purchase Agreement with Stuart D. Dimond and Madeleine R. Dimond for a wastewater easement with a temporary construction easement.

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

**CITY OF MANOR PURCHASE AGREEMENT**  
Cottonwood Creek West Tributary Wastewater Project; Parcel 4

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

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Stuart D. Dimond and wife, Madeleine R. Dimond** (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 0.3335 acres (14,527 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 0.3955 acres (17,229 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted and labeled "25' Temporary Construction Easement" on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** THIRTEEN THOUSAND EIGHT HUNDRED SIXTY-TWO AND NO/100'S DOLLARS (**\$13,862.00**) total 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 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:**

*Stuart D. Dimond III*  
Stuart D. Dimond

04/25/2023  
Date

*Madeleine R Dimond*  
Madeleine R. Dimond

25 April 23  
Date

**BUYER:**

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

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

\_\_\_\_\_  
Date

**Parcel No. 4**  
**Project: Cottonwood Creek West Tributary Wastewater Project**



10090 W Highway 29 | Liberty Hill, Texas 78642  
 TBPELS Firm No. 10001800 | 512-238-7901 office

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

BEING 0.3335 OF ONE ACRE OF LAND (14,527 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 11.151 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO STUART D. DIMOND AND MADELEINE R. DIMOND, RECORDED IN DOCUMENT NO. 2004090524, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch rebar found in the Westerly line of a called 100.15 acre tract of land described in a General Warranty Deed with Vendor's Lien to First United Builders, LLC, recorded in Document No. 2020019707 of said O.P.R.T.C.T., for the Easterly common corner of said 11.151 acre tract and of a called 10.068 acre tract of land described in a Warranty Deed to RMJ Investments, LTD, recorded in Document No. 2012027002 of said O.P.R.T.C.T., from which a 1/2-inch rebar found in the Westerly line of said 100.15 acre tract and the common Easterly line of said 11.151 acre tract, bears South 27°12'28" West a distance of 289.31 feet;

THENCE North 29°47'42" West with the Northerly line of said 11.151 acre tract and the common Southerly line of said 10.068 acre tract, a distance of 60.63 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across said 11.151 acre tract, the following two (2) courses and distances:

1. **South 35°24'16" West** a distance of **136.21** feet to a Calculated Point; and
2. **South 16°02'18" West** a distance of **369.49** feet to a Calculated Point in the Westerly line of said 100.15 acre tract and the common Easterly line of said 11.151 acre tract, from which, previously said 1/2-inch rebar found in the Westerly line of said 100.15 acre tract and the common Easterly line of said 11.151 acre tract, bears North 26°46'53" East a distance of 174.99 feet;

THENCE with the Westerly line of said 100.15 acre tract and the common Easterly line of said 11.151 acre tract, the following two (2) courses and distances:

1. **South 26°46'53" West** a distance of **89.25** feet to a 1/2-inch rebar found; and





- 2. **South 27°18'26" West** a distance of **37.21** feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "D SEELIG RPLS 1908" found in the Westerly line of said 100.15 acre tract, for the Easterly common corner of said 11.151 acre tract and of a called 10.184 acre tract of land described in a General Warranty Deed with Vendor's Lien to Aravind Vangala and Ramya Vuppula, recorded in Document No. 2021107806 of said O.P.R.T.C.T., bears South 27°18'26" West a distance of 82.39 feet;

THENCE over and across said 11.151 acre tract, the following three (3) courses and distances:

- 1. **North 01°29'15" East** a distance of **4.35** feet to a Calculated Point;
- 2. **North 16°02'18" East** a distance of **493.73** feet to a Calculated Point; and
- 3. **North 35°24'16" East** a distance of **152.03** feet to a Calculated Point in the Northerly line of said 11.151 acre tract and the common Southerly line of said 10.068 acre tract;

THENCE **South 29°47'42" East** with the Northerly line of said 11.151 acre tract and the common Southerly line of said 10.068 acre tract, a distance of **27.54** feet to the **POINT OF BEGINNING** and containing 0.3335 of one acre of land (14,527 Sq. Ft.), more or less;

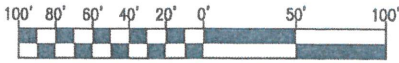
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

 12/07/2022  
 Frank W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 22-021  
 Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT 4.DWG



GRAPHIC SCALE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N29°47'42"W	60.63'
L2	S26°46'53"W	89.25'
L3	S27°18'26"W	37.21'
L4	N01°29'15"E	4.35'
L5	S29°47'42"E	27.54'

RMJ INVESTMENTS, LTD.  
10.068 ACRES  
DOC. NO. 2012027002  
O.P.R.T.C.T.

FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

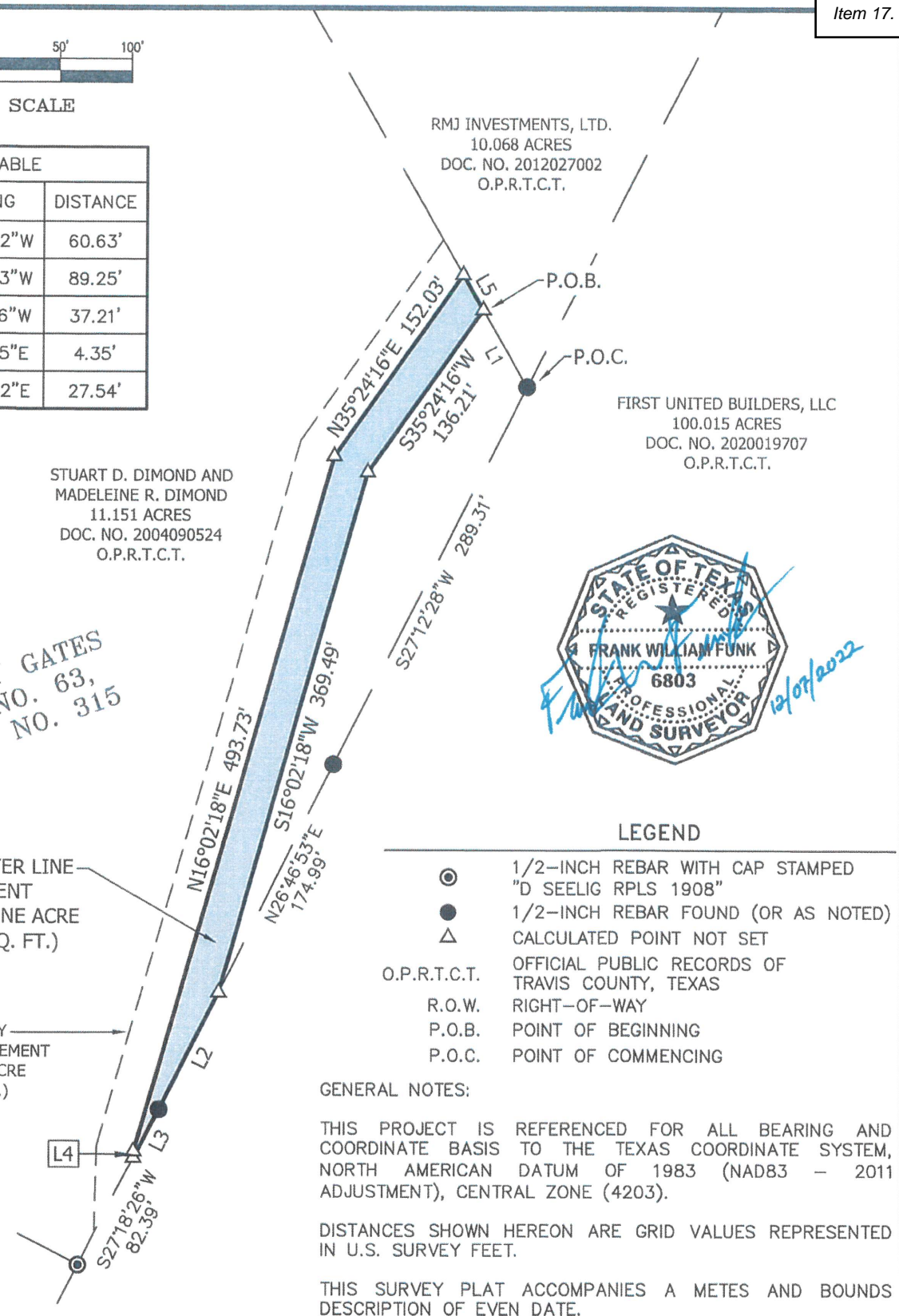
STUART D. DIMOND AND  
MADELEINE R. DIMOND  
11.151 ACRES  
DOC. NO. 2004090524  
O.P.R.T.C.T.

GREENBURY GATES  
SURVEY NO. 63,  
ABSTRACT NO. 315

WASTEWATER LINE  
EASEMENT  
0.3335 OF ONE ACRE  
(14,527 SQ. FT.)

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.3955 OF ONE ACRE  
(17,229 SQ. FT.)

ARAVIND VANGALA AND  
RAMYA VUPPULA  
10.184 ACRES  
DOC. NO. 2021107806  
O.P.R.T.C.T.



LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "D SEELIG RPLS 1908"
- 1/2-INCH REBAR FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 4			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 03	FIELDBOOKS 13/419	SCALE: 1" = 100'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901



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, **Stuart D. Dimond and wife, Madeleine R. Dimond** ("**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 0.3335 acres, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 0.3335 acre 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 west being approximately 0.3955 acres in size, more or less, and being depicted graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASEMENT," 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:**

\_\_\_\_\_  
Stuart D. Dimond

\_\_\_\_\_  
Date

\_\_\_\_\_  
Madeleine R. Dimond

\_\_\_\_\_  
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 Stuart D. Dimond and Madeleine R. Dimond on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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 \_\_\_\_\_ 2023, 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.**           4  
**TCAD PID No.:**     502292

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



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on allocating funds for Our Community Salutes Program within the City of Manor.

**BACKGROUND/SUMMARY:**

The City of Manor has an opportunity to participate in a nationwide program where a Community Salutes event would be established to recognize and honor High School Scholars who have enlisted in the armed forces after graduation. With the assistance of our community partners, we could utilize funds from our Community Programs allocation to enhance this annual event to help recognize our youth as they prepare for a career in the armed services. It is important to sustain a strong supporting foundation for enlisted scholars and provide resources so that we exemplify a true Purple Heart City.

**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** Funding is available in the FY2022-23 budget  
**PRESENTATION:** No  
**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the allocation of funds from the Community Programs Fund not to exceed \$15,000, and direct the City Administration to include the program as a yearly city event for the City of Manor.

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



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on allocating funds for the Summer Library Program.

**BACKGROUND/SUMMARY:** The city has had a strong interest over the past several years seeking a partnership with Manor Independent School District and their afterschool program coordinators. In 2017, Manor ISD created a Summer Library Program at three (3) campuses in Manor that was open four (4) days a week for 24 days, 7 hours each day. The proposed 2023 Summer Program will host 6 family events during the evening and coordinate with their Food Service Division to provide free breakfast and lunches. The goal is to support 400 youth to help 85% of the students increase their literacy and provide them a safe program environment and healthy meals in a supervised setting. The city is in a good position to create a vibrant and inclusive community environment for families with school aged children. Supporting programs that achieve outcomes that increase literacy, will be the building block the City of Manor can build upon working collaboratively with the school district.

**LEGAL REVIEW:** No  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- 2023 Summer Library Program Overview

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council direct the Administration to utilize the Community Program account to fund the 2023 Summer Library Program in an amount not to exceed \$61,000.

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



## Manor Independent School District

10335 US Highway 290 East, Manor, Texas 78653  
512-278-4000 | www.ManorISD.net | @ManorISD

Item 19.

### Summer Library Program - 2023 Overview June 12 – July 27; Monday - Thursday (23 Days)

#### Program Overview

- The purpose of this program is to increase scholar literacy and numeracy skills, provide a safe place for youth, offer enrichment opportunities, and increase the love for reading in families.

#### Program Details

- Similar to 2017, certain librarians and/or librarian assistants will be employed to open up a campus library four days each week for 24 days, up to 7 hours each day.
- Each location will host 6 family events during the evening around a book/movie.
- The Summer Librarians will create programs and fun activities for youth of all ages
- Coordination with Food Service is necessary to provide free breakfast and lunch
- Total Cost - \$61,000

#### Program Recommendations:

- COVID-19 Adaptations
- Create capacity limits
- Student incentives (vendor sponsorships or donations)
- Grants for incentives for students
- Partnership with [City of Manor](#), [Texas Library Association](#) (possible), and other supporting entities
- Promotional Campaign

#### Outcomes

- 85% of scholars participating report an increase literacy in low socioeconomic communities
- Provide safe summer programming and healthy meals to 400 scholars or more
- 50% of scholars attending summer library or ROTG Bus consistently have a parent or guardian attend two family engagement events or participate in two family engagement activities.





**Manor Independent School District**  
 10335 US Highway 290 East, Manor, Texas 78653  
 512-278-4000 | www.ManorISD.net | @ManorISD

Item 19.

### ROTG BUS SCHEDULE

Monday	Tuesday	Wednesday	Thursday
6/5/2023	6/6/2023	6/7/2023	6/8/2023
<b>PME</b>	<b>BTE</b>	<b>SGE Clubhouse</b>	<b>BME</b>
9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am
<b>PCE</b>	<b>Loma Vista</b>	<b>Oak Crest</b>	<b>OME</b>
12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm
6/12/2023	6/13/2023	6/14/2023	6/15/2023
<b>Wal-Mart</b>	<b>Jenny Lane Park</b>	<b>DES</b>	<b>East Metro Park</b>
9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am
<b>PME</b>	<b>PCE</b>	<b>TBD</b>	<b>TBD</b>
12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm
6/19/2023	6/20/2023	6/21/2023	6/22/2023
	<b>PME</b>	<b>BTE</b>	<b>SGE Clubhouse</b>
	9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am
	<b>PCE</b>	<b>Loma Vista</b>	<b>Oak Crest</b>
	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm
6/26/2023	6/27/2023	6/28/2023	6/29/2023
<b>BME</b>	<b>Wal-Mart</b>	<b>Jenny Lane Park</b>	<b>DES</b>
9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am
<b>OME</b>	<b>PME</b>	<b>PCE</b>	<b>TBD</b>
12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm

Locations subject to change





**Manor Independent School District**  
 10335 US Highway 290 East, Manor, Texas 78653  
 512-278-4000 | www.ManorISD.net | @ManorISD

Item 19.

Monday	Tuesday	Wednesday	Thursday
7/10/2023	7/11/2023	7/12/2023	7/13/2023
<b>PME</b>	<b>BTE</b>	<b>SGE Clubhouse</b>	<b>BME</b>
9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am
<b>PCE</b>	<b>Loma Vista</b>	<b>Oak Crest</b>	<b>OME</b>
12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm
7/17/2023	7/18/2023	7/19/2023	7/20/2023
<b>Wal-Mart</b>	<b>Jenny Lane Park</b>	<b>DES</b>	<b>East Metro Park</b>
9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am
<b>PME</b>	<b>PCE</b>	<b>Carriage Hills</b>	<b>TBD</b>
12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm
7/24/2023	7/25/2023	7/26/2023	7/27/2023
<b>PME</b>	<b>BTE</b>	<b>SGE Clubhouse</b>	<b>BME</b>
9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am	9:00 am - 11:15 am
<b>PCE</b>	<b>DES</b>	<b>Oak Crest</b>	<b>OME</b>
12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm	12:30 pm - 2:30 pm

Locations subject to change



### 2023 Summer Library Program

Sites	Start	End	Enrollment	5/30-6/3 (20 Hours)	6/5-6/8 (20 Hours)	6/12-6/15 (28 Hours)	6/19*-6/22 (25 Hours)	6/26-6/29 (32 Hours)	7/10-7/13 (32 Hours)	7/17-7/20 (32 Hours)	7/24-7/27 (16 Hours)
BME	8	2	50								
LES	8	2	50								
PME	8	2	50								
SGE	8	2	50								
COORD			-								

### 2023 Summer Literacy Staff

Location	Staff	#
LES		1
PME		1
SGE		1
BME		1
Coordinator		1
Alternate		2
ROTG BUS		2
	Total Staff	8

\* - Holiday

- Revisit and Confirm Locations
- Training, Prep, Closeout



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Paige Saenz  
**DEPARTMENT:** City Attorney

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 25,924 Square Foot Wastewater Easement and a 25,928 Square Foot Temporary Construction Easement (both as described in Exhibit "x1") from that 17.37 Acre Tract conveyed by Warranty Deed to Joesph Murphy Coffey and recorded at Document Number 2022063845 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.

### BACKGROUND/SUMMARY:

The City is engaging in efforts to acquire easements for the construction of a wastewater line for the Cottonwood Creek West Tributary Wastewater Line project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

**LEGAL REVIEW:** Completed  
**FISCAL IMPACT:** Legal costs related to completing condemnation proceedings, which generally range from between \$7,500 to \$10,000 depending on the issues encountered, and the ultimately purchase price for the easement.  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2023-14

### LEGAL RECOMMENDATION:

It is the City legal's recommendation that the City Council approve Resolution No. 2023-14 as follows:

"I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 25,924 square feet and a temporary construction easement of 25,928 square feet from the property owned by Joeseph Coffey and described in Agenda Item (x1) for the public use of constructing and operating wastewater lines and infrastructure improvements."

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

**RESOLUTION NO. 2023-14***Cottonwood Creek West Tributary Wastewater Line  
Parcel 2 (Joseph Murphy Coffey)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT WASTEWATER LINE EASEMENT OVER A 25,924 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 25,928 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING OUT OF AND A PART OF A CALLED 17.37 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, DESCRIBED IN A WARRANTY DEED TO JOSEPH MURPHY COFFEY, RECORDED IN DOCUMENT NO. 2022063845 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Manor, Texas (“City”) hereby finds that public convenience and necessity require acquisition of a permanent wastewater line easement on, over, across, under and through that certain 25,924 square foot parcel of land situated in Travis County, Texas that is described with particularity in **Exhibit “A,”** attached and incorporated herein by reference as if fully set out, and referred to hereafter as the “Permanent Easement,” for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (all such uses being referred to hereafter as the “Project”), and further for the use of any and all excavated materials from the Permanent Easement for the City’s use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 25,928 square foot parcel in Travis County, Texas that abuts the Permanent Easement to the north and is described graphically as “25’ TEMPORARY CONSTRUCTION EASEMENT” on sheets 4-5 of **Exhibit “A,”** and referred to hereafter as the “TCE,” for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to effectuate construction of the Project; and further for the use of any and all excavated materials from the TCE for the City’s use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public wastewater line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent wastewater easement over, across, under and through that certain 25,924 square foot tract of land situated in Travis County, Texas as specifically described by metes and bounds and accompanying plat in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto.
2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 25,928 square foot tract of land situated in Travis County, Texas abutting the Permanent Easement to the north and identified graphically as "25' TEMPORARY CONSTRUCTION EASEMENT" on sheets 4-5 of **Exhibit "A,"** for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.



3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.
4. That the City's agents, representatives, or employees are hereby authorized to:
  - a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;
  - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;
  - c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;
  - d. Negotiate with the owners of any such properties for the purchase thereof;
  - e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;
  - f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and
  - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.
7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Manor, Texas.

8. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Manor, Texas this 3<sup>rd</sup> day of May 2023.

**THE CITY OF MANOR, TEXAS**

**ATTEST:**

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Saenz, City Attorney



10090 W Highway 29 | Liberty Hill, Texas 78642  
 TBPELS Firm No. 10001800 | 512-238-7901 office

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

BEING 0.5951 OF ONE ACRE (25,924 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 17.37 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO JOSEPH MURPHY COFFEY, RECORDED IN DOCUMENT NO. 2022063845, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 3/8-inch rebar found in the Easterly line of a called 100.015 acre tract of land described in a General Warranty Deed with Vendor's Lien to First United Builders, LLC, recorded in Document No. 2020019707 of said O.P.R.T.C.T., for the Westerly common corner of said 17.37 acre tract and of a called 10.00 acre tract of land described in a Deed to Gary L. Srnensky, recorded in Document No. 2008175156 of said O.P.R.T.C.T.;

THENCE **North 27°16'27" East** with the Westerly line of said 17.37 acre tract and the common Easterly line of said 100.015 acre tract, a distance of **25.00** feet to a Calculated Point, from which a 1/2-inch rebar found for the Westerly common corner of said 17.37 acre tract and of a called 10.00 acre tract of land described in a Warranty Deed to Joseph Murphy Coffey, recorded in Document No. 2022063846 of said O.P.R.T.C.T., bears North 27°16'27" East a distance of 703.54 feet;

THENCE **South 62°31'05" East** over and across said 17.37 acre tract, a distance of **1,037.04** feet to a Calculated Point in the existing Westerly right-of-way line of Bois D'Arc Lane (R.O.W. Varies) and the common Easterly line of said 17.37 acre tract;

THENCE **South 27°39'15" West** with the existing Westerly right-of-way line of Bois D'Arc Lane and the common Easterly line of said 17.37 acre tract, a distance of **25.00** feet to a Calculated Point for the Easterly common corner of said 17.37 and of said 10.00 acre Srnensky tract, from which a 1/2-inch rebar with cap stamped "BURY & PARTNERS" found in the existing Westerly right-of-way line of Bois D'Arc Lane, for the Southeast corner of said 10.00 acre Srnensky tract, bears South 27°43'01" West a distance of 422.79 feet;



THENCE **North 62°31'05" West** with the Southerly line of said 17.37 acre tract and the common Northerly line of said 10.00 acre Srnensky tract, a distance of **1,036.87** feet to the **POINT OF BEGINNING** and containing 0.5951 of one acre (25,924 Sq. Ft.) of land, more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

 *Frank W. Funk* 12/15/2022  
\_\_\_\_\_  
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803



Job Number: 22-021  
Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT2.DWG

FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

JOSEPH MURPHY COFFEY  
10.00 ACRES  
DOC. NO. 2022063846  
O.P.R.T.C.T.

GREENBURY GATES  
SURVEY NO. 63,  
ABSTRACT NO. 315

JOSEPH MURPHY COFFEY  
17.37 ACRES  
DOC. NO. 2022063845  
O.P.R.T.C.T.

GARY L. SRNENSKY  
10.00 ACRES  
DOC. NO. 2008175156  
O.P.R.T.C.T.

WASTEWATER LINE  
EASEMENT  
0.5951 OF ONE ACRE  
(25,924 SQ. FT.)

BOIS D'ARC LANE  
(R.O.W. VARIES)

P.O.B.

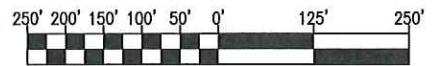
N27°16'27"E  
703.54'



LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "BURY & PARTNERS"
- 1/2-INCH REBAR FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

\*SEE SHEETS 4-5 FOR DETAIL VIEW



GRAPHIC SCALE

JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 2			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 05		FIELDBOOKS 13/419	SCALE: 1" = 250'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901



FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

JOSEPH MURPHY COFFEY  
17.37 ACRES  
DOC. NO. 2022063845  
O.P.R.T.C.T.

GARY L. SRNENSKY  
10.00 ACRES  
DOC. NO. 2008175156  
O.P.R.T.C.T.

L1  
P.O.B.

3/8"

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.5952 OF ONE ACRE  
(25,928 SQ. FT.)

S62°31'05"E 1037.04'  
N62°31'05"W 1036.87'

WASTEWATER LINE  
EASEMENT  
0.5951 OF ONE ACRE  
(25,924 SQ. FT.)

GREENBURY GATES  
SURVEY NO. 63,  
ABSTRACT NO. 315

MATCHLINE SHEET 4  
SHEET 5

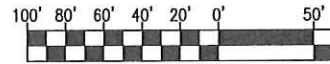
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N27°16'27"E	25.00'
L2	S27°39'15"W	25.00'

JOB NUMBER: 22-021	DATE: 12/13/22
PROJECT NAME: JAY MANOR CIP	
DRAWING NAME: CC OS WWL ESMT 2	
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS	
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: TN	CHK BY: HAS
SHEET 04 of 05	FIELDBOOKS 13/419
SCALE: 1" = 100'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78641  
TBPELS FIRM NO. 10001800  
512-238-7901





Item 20.

GRAPHIC SCALE

**GREENBURY GATES  
SURVEY NO. 63,  
ABSTRACT NO. 315**

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.5952 OF ONE ACRE  
(25,928 SQ. FT.)

JOSEPH MURPHY COFFEY  
17.37 ACRES  
DOC. NO. 2022063845  
O.P.R.T.C.T.

GARY L. SRNENSKY  
10.00 ACRES  
DOC. NO. 2008175156  
O.P.R.T.C.T.

WASTEWATER LINE  
EASEMENT  
0.5951 OF ONE ACRE  
(25,924 SQ. FT.)

**BOIS D'ARC LANE**  
(R.O.W. VARIES)

MATCHLINE SHEET 4  
SHEET 5

S62°31'05"E 1037.04'  
N62°31'05"W 1036.87'

S27°43'01"W 422.79'

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

PRESIDENTIAL HEIGHTS PHASE 1  
DOC. NO. 201600302  
O.P.R.T.C.T.

JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 2			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 05		FIELDBOOKS 13/419	SCALE: 1" = 100'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 7864  
TBPELS FIRM NO. 10001800  
512-238-7901



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Paige Saenz  
**DEPARTMENT:** City Attorney

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 10,968 Square Foot Wastewater Easement and a 11,145 Square Foot Temporary Construction Easement (both as described in Exhibit "x2") from that 10.068 Acre Tract conveyed by Warranty Deed to RMJ Investments, Ltd. and recorded at Document Number 2012027002 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line

**BACKGROUND/SUMMARY:**

The City is engaging in efforts to acquire easements for the construction of a wastewater line for the Cottonwood Creek West Tributary Wastewater Line project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

**LEGAL REVIEW:** Completed  
**FISCAL IMPACT:** Legal costs related to completing condemnation proceedings, which generally range from between \$7,500 to \$10,000 depending on the issues encountered, and the ultimately purchase price for the easement.  
**PRESENTATION:** No.  
**ATTACHMENTS:** Yes

- Resolution No. 2023-15

**LEGAL RECOMMENDATION:**

It is the City legal's recommendation that the City Council approve Resolution No. 2023-15 as follows:

"I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 10,968 square feet and a temporary construction easement of 11,145 square feet from the property owned by RMJ Investments, Ltd. and described in Agenda Item (x2) for the public use of constructing and operating wastewater lines and infrastructure improvements."

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

**RESOLUTION NO. 2023-15***Cottonwood Creek West Tributary Wastewater Line  
Parcel 5 (RMJ Investments Ltd.)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT WASTEWATER LINE EASEMENT OVER A 10,968 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 11,145 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING OUT OF AND A PART OF A CALLED 10.068 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, DESCRIBED IN A WARRANTY DEED TO RMJ INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2012027002, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Manor, Texas (“City”) hereby finds that public convenience and necessity require acquisition of a permanent wastewater line easement on, over, across, under and through that certain 10,968 square foot parcel of land situated in Travis County, Texas that is described with particularity in **Exhibit “A,”** attached and incorporated herein by reference as if fully set out, and referred to hereafter as the “Permanent Easement,” for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (all such uses being referred to hereafter as the “Project”) and further for the use of any and all excavated materials from the Permanent Easement for the City’s use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 11,145 square foot parcel in Travis County, Texas that abuts the Permanent Wastewater Easement to the west and is described graphically as “25’ TEMPORARY CONSTRUCTION EASEMENT” on sheet 3 of **Exhibit “A,”** and referred to hereafter as the “TCE,” for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to effectuate construction of the Project; and further for the use of any and all excavated materials from the TCE for the City’s use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public wastewater line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent wastewater easement over, across, under and through that certain 10,968 square foot tract of land situated in Travis County, Texas as specifically described by metes and bounds and accompanying plat in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto.
2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 11,145 square foot tract of land situated in Travis County, Texas abutting the Permanent Wastewater Easement to the west and identified graphically as "25' TEMPORARY CONSTRUCTION EASEMENT" on sheet 3 of **Exhibit "A,"** for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.

3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.
4. That the City's agents, representatives, or employees are hereby authorized to:
  - a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;
  - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;
  - c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;
  - d. Negotiate with the owners of any such properties for the purchase thereof;
  - e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;
  - f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and
  - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.
7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Manor, Texas.



8. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Manor, Texas this 3<sup>rd</sup> day of May 2023.

**THE CITY OF MANOR, TEXAS**

**ATTEST:**

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Saenz, City Attorney



10090 W Highway 29 | Liberty Hill, Texas 78642  
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.2518 OF ONE ACRE OF LAND (10,968 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 10.068 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO RMJ INVESTMENTS, LTD, RECORDED IN DOCUMENT NO. 2012027002, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch rebar found in the Westerly line of a called 100.15 acre tract of land described in a General Warranty Deed with Vendor’s Lien to First United Builders, LLC, recorded in Document No. 2020019707 of said O.P.R.T.C.T., for the Easterly common corner of said 10.068 acre tract and of a called 11.151 acre tract of land described in a Warranty Deed to Stuart D. Dimond and Madeleine R. Dimond, recorded in Document No. 2004090524 of said O.P.R.T.C.T., from which a 1/2-inch rebar found in the Westerly line of said 100.15 acre tract and the common Easterly line of said 11.151 acre tract, bears South 27°12’28” West a distance of 289.31 feet;

THENCE North 29°47’42” West with the Northerly line of said 11.151 acre tract and the common Southerly line of said 10.068 acre tract, a distance of 60.63 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE **North 29°47’42” West** continuing with the Northerly line of said 11.151 acre tract and the common Southerly line of said 10.068 acre tract, a distance of **27.54** feet to a Calculated Point;

THENCE over and across said 10.068 acre tract, the following two (2) courses and distances:

1. **North 35°24’16” East** a distance of **331.90** feet to a Calculated Point; and
2. **North 05°48’45” West** a distance of **110.37** feet to a Calculated Point in the Northerly line of said 10.068 acre tract and the common Southerly line of a called 10.103 acre tract of land described in a Warranty Deed with Vendor’s Lien to Raymundo Rebollar, recorded in Document No. 2000171086 of said O.P.R.T.C.T.;

THENCE **South 39°34'11" East** with the Northerly line of said 10.068 acre tract and the common Southerly line of said 10.103 acre tract, a distance of **44.99** feet to a Calculated Point;

THENCE over and across said 10.068 acre tract, the following two (2) courses and distances:

1. **South 05°48'45" East** a distance of **82.36** feet to a Calculated Point; and
2. **South 35°24'16" West** a distance of **352.85** feet to the **POINT OF BEGINNING** and containing 0.2558 of one acre of land (11,145 Sq. Ft.), more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

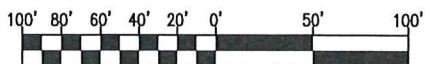
This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

 *12/07/2022*  
 Frank W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 22-021  
 Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT 5.DWG





GRAPHIC SCALE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N29°47'42"W	60.63'
L2	N29°47'42"W	27.54'
L3	N05°48'45"W	110.37'
L4	S39°34'11"E	44.99'
L5	S39°34'11"E	49.43'
L6	S05°48'45"E	82.36'

KENNETH D. DANIELS AND  
KITZY B. DANIELS  
10.139 ACRES  
DOC. NO. 2000110544  
O.P.R.T.C.T.

RAYMUNDO REBOLLAR  
10.103 ACRES  
DOC. NO. 2000171086  
O.P.R.T.C.T.

FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

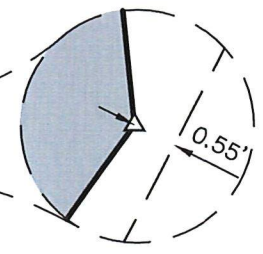
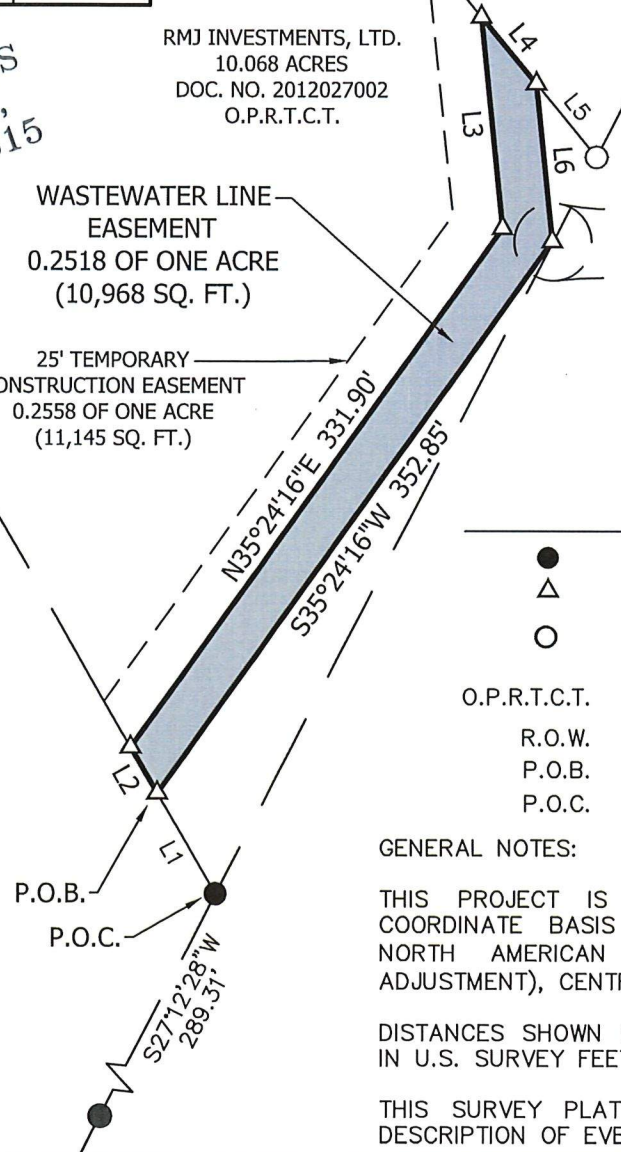
RMJ INVESTMENTS, LTD.  
10.068 ACRES  
DOC. NO. 2012027002  
O.P.R.T.C.T.

GREENBURY GATES  
SURVEY NO. 63,  
ABSTRACT NO. 315

WASTEWATER LINE  
EASEMENT  
0.2518 OF ONE ACRE  
(10,968 SQ. FT.)

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.2558 OF ONE ACRE  
(11,145 SQ. FT.)

STUART D. DIMOND AND  
MADELEINE R. DIMOND  
11.151 ACRES  
DOC. NO. 2004090524  
O.P.R.T.C.T.



LEGEND

- 1/2-INCH REBAR FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET
- 1/2-INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 5			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 03		FIELDBOOKS 13/419	SCALE: 1" = 100'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Paige Saenz  
**DEPARTMENT:** City Attorney

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 11,133 Square Foot Wastewater Easement and a 12,170 Square Foot Temporary Construction Easement (both as described in Exhibit "x3") from that 19.000 Acre Tract conveyed by Warranty Deed to Benny Paul Mark Gundy and recorded at Document Number 2009017772 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line

**BACKGROUND/SUMMARY:**

The City is engaging in efforts to acquire easements for the construction of a wastewater line for the Cottonwood Creek West Tributary Wastewater Line project. The deadline for responding to the City’s final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

**LEGAL REVIEW:** Completed  
**FISCAL IMPACT:** Legal costs related to completing condemnation proceedings, which generally range from between \$7,500 to \$10,000 depending on the issues encountered, and the ultimately purchase price for the easement.  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2023-16
- Exhibit A Parcel 11 PCN

**LEGAL RECOMMENDATION:**

It is the City legal’s recommendation that the City Council approve Resolution No. 2023-16 as follows:

"I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 11,133 square feet and a temporary construction easement of 12,170 square feet from the property owned by Benny Paul Mark Gundy and described in Agenda Item (x3) for the public use of constructing and operating wastewater lines and infrastructure improvements."

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

**RESOLUTION NO. 2023-16**

*Cottonwood Creek West Tributary Wastewater Line  
Parcel 11 (Benny Paul Mark Gundy)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT WASTEWATER LINE EASEMENT OVER A 11,133 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 12,170 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING OUT OF AND A PART OF A CALLED 19.000 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, DESCRIBED IN A WARRANTY DEED TO BENNY PAUL MARK GUNDY, RECORDED IN DOCUMENT NO. 2009017772 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Manor, Texas (“City”) hereby finds that public convenience and necessity require acquisition of a permanent wastewater line easement on, over, across, under and through that certain 11,133 square foot parcel of land situated in Travis County, Texas that is described with particularity in **Exhibit “A,”** attached and incorporated herein by reference as if fully set out, and referred to hereafter as the “Permanent Easement,” for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (all uses being referred to hereafter as the “Project”) and further for the use of any and all excavated materials from the Permanent Easement for the City’s use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 12,170 square foot parcel in Travis County, Texas that abuts the Permanent Easement to the west and is described graphically as “25’ TEMPORARY CONSTRUCTION EASEMENT” on sheets 4-5 of **Exhibit “A,”** and referred to hereafter as the “TCE,” for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to effectuate construction of the Project; and further for the use of any and all excavated materials from the TCE for the City’s use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public wastewater line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent wastewater line easement over, across, under and through that certain 11,133 square foot tract of land situated in Travis County, Texas as specifically described by metes and bounds and accompanying plat in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto.
2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 12,170 square foot tract of land situated in Travis County, Texas abutting the Permanent Easement to the west and identified graphically as "25' TEMPORARY CONSTRUCTION EASEMENT" on sheets 4-5 of **Exhibit "A,"** for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.

3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.
4. That the City's agents, representatives, or employees are hereby authorized to:
  - a. Lay out the exact location of the land area needed for the Permanent Easement, TCE, or other properties;
  - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;
  - c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;
  - d. Negotiate with the owners of any such properties for the purchase thereof;
  - e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;
  - f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and
  - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.
7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Manor, Texas.



8. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Manor, Texas this 3<sup>rd</sup> day of  
May 2023.

**THE CITY OF MANOR, TEXAS**

**ATTEST:**

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Saenz, City Attorney



10090 W Highway 29 | Liberty Hill, Texas 78642  
 TBPELS Firm No. 10001800 | 512-238-7901 office

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

BEING 0.2556 OF ONE ACRE OF LAND (11,133 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 19.000 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO BENNY PAUL MARK GUNDY, RECORDED IN DOCUMENT NO. 2009017772, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rebar with illegible cap found in the existing Westerly right-of-way line of F.M. 973 (R.O.W. Varies) for the Easterly common corner of said 19.000 acre tract and a called 12.334 acre tract of land described in a Warranty Deed to Michael Edward Swier and Crista Marie Swier, Trustees of the Layla Trust, recorded in Document No. 2020009667 of said O.P.R.T.C.T.;

THENCE **North 62°06'06" West** with the Northerly line of said 12.334 acre tract and the common Southerly line of said 19.000 acre tract, a distance of **25.40** feet to a Calculated Point, from which a 1/2-inch iron rebar found for a common corner of said 12.334 acre tract and of said 19.000 acre tract, bears **North 62°06'06" West** a distance of 26.17 feet;

THENCE over and across said 19.000 acre tract, the following two (2) courses and distances:

1. Along a curve to the **Left** having a radius of **2,739.79** feet, an arc length of **441.00** feet, a delta angle of **09°13'21"**, and a chord which bears **North 13°08'10" East** a distance of **440.52** feet to a Calculated Point; and
2. **South 81°28'33" East** a distance of **25.00** feet to a Calculated Point in the existing Westerly right-of-way line of said F.M. 973 and the common Easterly line of said 19.000 acre tract, from which a 1/2-inch iron rebar with cap stamped "RPLS 4249" found in the existing Westerly right-of-way line of said F.M. 973 for the Easterly common corner of said 19.000 acre tract and of a called 14.044 acre tract of land described in a Warranty Deed to Don Bayer and Jimmy Bayer, recorded in Document No. 2009122122 of said O.P.R.T.C.T., bears along a curve to the **Left** having a radius of 2,764.79 feet, an arc length of 211.09 feet, a delta angle of **04°22'28"**, and a chord which bears **North 06°20'13" East** a distance of 211.04 feet;

THENCE with the existing Westerly right-of-way line of said F.M. 973 and the common Easterly line of said 19.000 acre tract, along a curve to the **Right** having a radius of **2,764.79** feet, an arc length of **449.50** feet, a delta angle of **09°18'55"**, and a chord which bears **South 13°10'54" West** a distance of **449.01** feet to the **POINT OF BEGINNING** and containing 0.2556 of one acre of land (11,133 Sq. Ft.), more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

Frank W. Funk 11/18/2022  
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803

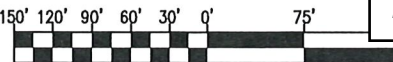


Job Number: 22-021  
Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT 11.DWG

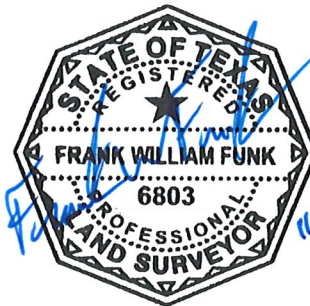
DON BAYER AND JIMMY BAYER  
14.044 ACRES  
DOC. NO. 2009122122  
O.P.R.T.C.T.

150' 120' 90' 60' 30' 0' 75'

Item 22.



GRAPHIC SCALE



BENNY PAUL MARK GUNDY  
19.000 ACRES  
DOC. NO. 2009017772  
O.P.R.T.C.T.

F.M. 973  
(R.O.W. VARIES)

WASTEWATER LINE  
EASEMENT  
0.2556 OF ONE ACRE  
(11,133 SQ. FT.)

MICHAEL EDWARD SWIER  
AND CRISTA MARIE SWIER,  
TRUSTEES OF THE LAYLA TRUST  
12.334 ACRES  
DOC. NO. 2020009667  
O.P.R.T.C.T.

P.O.B.

SUMNER BACON SURVEY NO. 62,  
ABSTRACT NO. 63

KB HOME LONE STAR INC.  
93.983 ACRES  
DOC. NO. 2021241104  
O.P.R.T.C.T.

JOB NUMBER: 22-021	DATE: 11/17/22		
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 11			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 06	FIELDBOOKS 13/419	SCALE: 1" = 150'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901



SUMNER BACON SURVEY NO. 62,  
ABSTRACT NO. 63

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.2794 OF ONE ACRE  
(12,170 SQ. FT.)

BENNY PAUL MARK GUNDY  
19.000 ACRES  
DOC. NO. 2009017772  
O.P.R.T.C.T.

SEE DETAIL  
SHEET 6

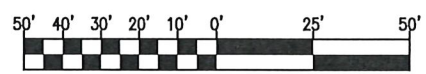
F.M. 973  
(R.O.W. VARIES)

WASTEWATER LINE  
EASEMENT  
0.2556 OF ONE ACRE  
(11,133 SQ. FT.)

P.O.B.

MICHAEL EDWARD SWIER  
AND CRISTA MARIE SWIER,  
TRUSTEES OF THE LAYLA TRUST  
12.334 ACRES  
DOC. NO. 202009667  
O.P.R.T.C.T.

\*SEE SHEET 6 FOR LINE AND CURVE TABLES



GRAPHIC SCALE

LEGEND

- 1/2-INCH REBAR FOUND (OR AS NOTED)
- ⊙ 1/2-INCH REBAR WITH ILLEGIBLE CAP FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

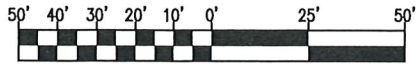
KB HOME LONE STAR INC.  
93.983 ACRES  
DOC. NO. 2021241104  
O.P.R.T.C.T.

JOB NUMBER: 22-021		DATE: 11/17/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 11			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 04 of 06		FIELDBOOKS 13/419	SCALE: 1" = 50'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

Item 22.



GRAPHIC SCALE



DON BAYER AND JIMMY BAYER  
14.044 ACRES  
DOC. NO. 2009122122  
O.P.R.T.C.T.

"RPLS 4249"

BENNY PAUL MARK GUNDY  
19.000 ACRES  
DOC. NO. 2009017772  
O.P.R.T.C.T.

SUMNER BACON SURVEY NO. 62,  
ABSTRACT NO. 63

C2

F.M. 973  
(R.O.W. VARIES)

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.2794 OF ONE ACRE  
(12,170 SQ. FT.)

WASTEWATER LINE  
EASEMENT  
0.2556 OF ONE ACRE  
(11,133 SQ. FT.)

\*SEE SHEET 4 FOR LEGEND  
\*SEE SHEET 6 FOR LINE  
AND CURVE TABLES

MATCH LINE SHEET 5  
SHEET 4

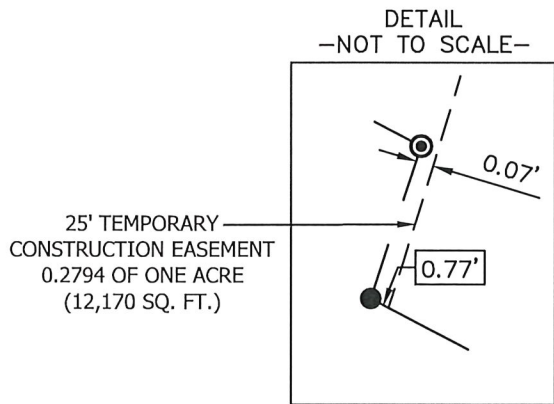
JOB NUMBER: 22-021		DATE: 11/17/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 11			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 06	FIELDBOOKS 13/419	SCALE: 1" = 50'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	2739.79'	441.00'	9°13'21"	N13°08'10"E	440.52'
C2	2764.79'	211.09'	4°22'28"	N06°20'13"E	211.04'
C3	2764.79'	449.50'	9°18'55"	S13°10'54"W	449.01'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N62°06'06"W	25.40'
L2	N62°06'06"W	26.17'
L3	S81°28'33"E	25.00'



GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

JOB NUMBER: 22-021	DATE: 11/17/22
PROJECT NAME: JAY MANOR CIP	
DRAWING NAME: CC OS WWL ESMT 11	
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS	
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: TN	CHK BY: HAS
SHEET 06 of 06	SCALE: 1" = 50'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
 TBPELS FIRM NO. 10001800  
 512-238-7901



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 3, 2023  
**PREPARED BY:** Paige Saenz  
**DEPARTMENT:** City Attorney

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 4,399 Square Foot Wastewater Easement and a 4,401 Square Foot Temporary Construction Easement (both as described in Exhibit "x4") from that 12.334 Acre Tract conveyed by Warranty Deed to Michael Edward Swier and Crista Marie Swier, Trustees of the Layla Trust, and recorded at Document Number 2020009667 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.

### BACKGROUND/SUMMARY:

The City is engaging in efforts to acquire easements for the construction of a wastewater line for the Cottonwood Creek West Tributary Wastewater Line project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

**LEGAL REVIEW:** Completed  
**FISCAL IMPACT:** Legal costs related to completing condemnation proceedings, which generally range from between \$7,500 to \$10,000 depending on the issues encountered, and the ultimately purchase price for the easement.  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2023-17

### LEGAL RECOMMENDATION:

It is the City legal's recommendation that the City Council approve Resolution No. 2023-17 as follows:

"I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 4,399 square feet and a temporary construction easement of 4,401 square feet from the property owned by Layla Trust and described in Agenda Item (x4) for the public use of constructing and operating wastewater lines and infrastructure improvements."

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



**RESOLUTION NO. 2023-17**

*Cottonwood Creek West Tributary Wastewater Line  
Parcel 12 (Layla Trust)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT WASTEWATER LINE EASEMENT OVER A 4,399 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 4,401 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING OUT OF AND A PART OF A CALLED 12.334 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, DESCRIBED IN A WARRANTY DEED TO MICHAEL EDWARD SWIER AND CRISTA MARIE SWIER, TRUSTEES OF THE LAYLA TRUST, RECORDED IN DOCUMENT NO. 2020009667 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Manor, Texas (“City”) hereby finds that public convenience and necessity require acquisition of a permanent wastewater line easement on, over, across, under and through that certain 4,399 square foot parcel of land situated in Travis County, Texas that is described with particularity in **Exhibit “A,”** attached and incorporated herein by reference as if fully set out, and referred to hereafter as the “Permanent Easement,” for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (all uses being referred to hereafter as the “Project”) and further for the use of any and all excavated materials from the Permanent Easement for the City’s use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 4,401 square foot parcel in Travis County, Texas that abuts the Permanent Easement to the west and is described graphically as “25’ TEMPORARY CONSTRUCTION EASEMENT” on sheet 3 of **Exhibit “A,”** and referred to hereafter as the “TCE,” for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to effectuate construction of the Project; and further for the use of any and all excavated materials from the TCE for the City’s use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public wastewater line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a Permanent Easement over, across, under and through that certain 4,399 square foot tract of land situated in Travis County, Texas as specifically described by metes and bounds and accompanying plat in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto.
2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 4,401 square foot tract of land situated in Travis County, Texas abutting the Permanent Easement to the west and identified graphically as "25' TEMPORARY CONSTRUCTION EASEMENT" on sheet 3 of **Exhibit "A,"** for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.

3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.
4. That the City's agents, representatives, or employees are hereby authorized to:
  - a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;
  - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;
  - c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;
  - d. Negotiate with the owners of any such properties for the purchase thereof;
  - e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;
  - f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and
  - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.
7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Manor, Texas.

8. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Manor, Texas this 3<sup>rd</sup> day of May 2023.

**THE CITY OF MANOR, TEXAS**

**ATTEST:**

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Saenz, City Attorney



10090 W Highway 29 | Liberty Hill, Texas 78642  
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.1010 OF ONE ACRE OF LAND (4,399 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 12.334 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO MICHAEL EDWARD SWIER AND CRISTA MARIE SWIER, TRUSTEES OF THE LAYLA TRUST, RECORDED IN DOCUMENT NO. 2020009667, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rebar found in the existing Westerly right-of-way line of F.M. 973 (R.O.W. Varies) for the Easterly common corner of said 12.334 acre tract and a called 93.983 acre tract of land described in a Special Warranty Deed to KB Home Lone Star Inc., recorded in Document No. 2021241104 of said O.P.R.T.C.T.;

THENCE **North 62°13'17" West** with the Northerly line of said 93.983 acre tract and the common Southerly line of said 12.334 acre tract, a distance of **25.16** feet to a Calculated Point;

THENCE over and across said 12.334 acre tract, along a curve to the **Left** having a radius of **2,739.79** feet, an arc length of **176.02** feet, a delta angle of **03°40'51"**, and a chord which bears **North 19°27'55" East** a distance of **175.99** feet to a Calculated Point in the Northerly line of said 12.334 acre tract and the Southerly line of a called 19.000 acre tract of land described in a General Warranty Deed with Vendor's Lien to Benny Paul Mark Gundy, recorded in Document No. 2009017772 of said O.P.R.T.C.T., from which a 1/2-inch iron rebar found for a common corner of said 12.334 acre tract and of said 19.000 acre tract, bears North 62°06'06" West a distance of 26.17 feet;

THENCE **South 62°06'06" East** with the Northerly line of said 12.334 acre tract and the common Southerly line of said 19.000 acre tract, a distance of **25.40** feet to a 1/2-inch iron rebar with illegible cap found in the existing Westerly right-of-way line of said F.M. 973 for the Easterly common corner of said 12.334 acre tract and of said 19.000 acre tract;

THENCE with the existing Westerly right-of-way line of said F.M. 973 and the common Easterly line of said 12.334 acre tract, along a curve to the **Right** having a radius of **2,764.79** feet, an arc length of **175.93** feet, a delta angle of **03°38'45"**, and a chord which bears **South 19°32'25" West** a distance of **175.90** feet to the **POINT OF BEGINNING** and containing 0.1010 of one acre of land (4,399 Sq. Ft.), more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

 *11/18/2022*  
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803



Job Number: 22-021  
Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS\CC OS WL ESMT 12.DWG



**LEGEND**

- 1/2-INCH REBAR FOUND (OR AS NOTED)
- ⊙ 1/2-INCH REBAR WITH ILLEGIBLE CAP FOUND
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING



GRAPHIC SCALE



MICHAEL EDWARD SWIER  
AND CRISTA MARIE SWIER,  
TRUSTEES OF THE LAYLA TRUST  
12.334 ACRES  
DOC. NO. 2020009667  
O.P.R.T.C.T.

BENNY PAUL MARK GRUNDY  
19.000 ACRES  
DOC. NO. 2009017772  
O.P.R.T.C.T.

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.1010 OF ONE ACRE  
(4,401 SQ. FT.)

WASTEWATER LINE  
EASEMENT  
0.1010 OF ONE ACRE  
(4,399 SQ. FT.)

F.M. 973  
(R.O.W. VARIES)

SUMNER BACON SURVEY NO. 62,  
ABSTRACT NO. 63

KB HOME LONE STAR INC.  
93.983 ACRES  
DOC. NO. 2021241104  
O.P.R.T.C.T.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N62°13'17"W	25.16'
L2	N62°06'06"W	26.17'
L3	S62°06'06"E	25.40'



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	2739.79'	176.02'	3°40'51"	N19°27'55"E	175.99'
C2	2764.79'	175.93'	3°38'45"	S19°32'25"W	175.90'

**GENERAL NOTES:**

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

JOB NUMBER: 22-021		DATE: 11/17/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 12			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 03		FIELDBOOKS 13/419	SCALE: 1" = 50'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901