



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

City Council Regular Meeting

Wednesday, February 15, 2023 at 7:00 PM

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

AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please complete the white card and present it to the City Secretary prior to the meeting. No Action May be Taken by the City Council During Public Comments.

PUBLIC HEARINGS

- 1. 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).**
Applicant: Jackson Walker
Owner: Krantz Properties

- 2. Conduct a public hearing on a Subdivision Concept Plan for the Ginsel Tract, four (4) lots on 84.2 acres, more or less, and being located at 13301 E US Hwy 290, Manor, TX.**
Applicant: SEC Planning, LLC
Owner: Manor 290 OZ Real Estates LP

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.

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

- **February 6, 2023, City Council Special Session; and**
- **February 10, 2023, City Council Special Session**

4. Consideration, discussion, and possible action on the acceptance of the January 2023 Departmental Reports.

Submitted by: Scott Moore, City Manager

- **Finance – Lydia Collins, Director of Finance**
- **Police – Ryan Phipps, Chief of Police**
- **Travis County ESD No. 12 – Ryan Smith, Fire Chief**
- **Economic Development – Scott Jones, Economic Development Director**
- **Development Services – Scott Dunlop, Development Services Director**
- **Community Development – Debbie Charbonneau, Heritage and 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**

REGULAR AGENDA

5. Consideration, discussion, and possible action on a construction contract for the Bell Farms and Presidential Glen Lift Station Improvement Project.

Submitted by: Frank T. Phelan, P.E., City Engineer

6. Consideration, discussion and possible action on the City of Manor Water and Wastewater Rate Study Report; and setting Public Hearing on the Water and Wastewater Rate for residential and commercial customers of the City of Manor, Texas.

Submitted by: Lydia Collins, Director of Finance

7. First Reading: Consideration, discussion, and possible action 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).

Applicant: Jackson Walker

Owner: Krantz Properties

Submitted by: Scott Dunlop, Development Services Director

- 8.** Consideration, discussion, and possible action on a Subdivision Concept Plan for the Ginsel Tract, four (4) lots on 84.2 acres, more or less, and being located at 13301 E US Hwy 290, Manor, TX.
Applicant: SEC Planning, LLC
Owner: Manor 290 OZ Real Estates LP
Submitted by: Scott Dunlop, Development Services Director
- 9.** **First Reading:** Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .264 acres, more or less, and being located at 101 W. Boyce, Manor, TX from Neighborhood Business (NB) to Downtown Business (DB).
Applicant: Jiwon Jung
Owner: Buildblock
Submitted by: Scott Dunlop, Development Services Director
- 10.** **First Reading:** Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .396 acres, more or less, and being located at 107 W. Boyce, Manor, TX from Single Family Suburban (SF-1) to Downtown (DB).
Applicant: Jiwon Jung
Owner: Buildblock
Submitted by: Scott Dunlop, Development Services Director
- 11.** **First Reading:** Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .165 acres, more or less, and being located at 108 W. Boyce, Manor, TX from Single Family Suburban (SF-1) to Downtown (DB).
Applicant: Jiwon Jung
Owner: Buildblock
Submitted by: Scott Dunlop, Development Services Director
- 12.** Consideration, discussion, and possible action on an ordinance closing, vacating, and abandoning 2.491 acres (approximately 108,524 square feet) in the James Manor Survey No. 40, Abstract No. 546, Travis County, Texas, Being Portions of E. Lane Avenue (60' Public Right-Of-Way), San Marcos Street (80' Public Right-Of-Way), a 12' Portion of Rector Street Right-of-Way, Four 20' Alleys Crossing Blocks 17, 18, 19 and 20, and a 17' Alley Abutting Both Block 19 And a 0.397 Acre Tract, all Dedicated by the A.E. Lane's Addition, a Subdivision In Travis County, Texas According To The Map Or Plat Of Record In Book 2, Page 223 Of The Plat Records Of Travis County, Texas As Well as a 46' Portion of Rector Street Right-Of-Way Dedicated by the Town of Manor Subdivision Plat Recorded in Volume V, Page 796 of the Plat Records of Travis County, Texas; Authorizing Conveyance to Abutting Property Owners in Proportion to Abutting Ownership; Providing Findings of Fact; Authorizing Conveyance of Such Abandoned Street and Alley Right-of-Way by Special Warranty Deed.
Submitted by: Scott Dunlop, Development Services Director
- 13.** Consideration, discussion, and possible action on tree mitigation fee-in-lieu for Shadowglen Phase 3 Section 1 and 2.
Submitted by: Scott Dunlop, Development Services Director

14. Consideration, discussion, and possible action on the Development Agreement for the LanZola Development.

Submitted by: Scott Dunlop, Development Services Director

15. Consideration, discussion, and possible action on a Resolution accepting a voluntary petition for annexation of 8.517 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

16. Consideration, discussion, and possible action on a Resolution accepting a voluntary petition for annexation of 5.470 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

17. Consideration, discussion, and possible action on a resolution regarding a contract for the purpose of financing public works equipment.

Submitted by: Scott Moore, City Manager

EXECUTIVE SESSION

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

- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding proposed amendments to and implementation of the City Council Rules of Procedure;*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding release of a portion of City's water CCN;*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Manor Apartments;*
- *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 Manor Springs; and*
- *Section 551.074 Personnel Matters to discuss duties of the City Manager*

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.

18. Consideration, discussion, and possible action on an ordinance regarding proposed amendments and implementation of the City Council Rules of Procedures.

Submitted by: Scott Moore, City Manager

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, February 10, 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 72 hours prior to this meeting. Please contact the City Secretary at 512.215.8285 or e-mail lalmaraz@manortx.gov



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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).

Applicant: Jackson Walker

Owner: Krantz Properties

BACKGROUND/SUMMARY:

This property is currently in our ETJ but has filed an annexation petition. They are requesting MF-2 Multi-family 25 zoning upon annexation. The property is majority impacted by a floodplain so on the Future Land Use Map it is designated as open space but is the adjacent area is Commercial Corridor. The frontage on US 290 for this property is also limited by the creek and bridge, reducing the accessible frontage to approximately 75 feet.

P&Z voted 4-0 to deny due to concerns about traffic and access

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- FLUM
- Floodplain map
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council 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).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
		X	

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO MULTI-FAMILY 25 (MF-2); 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 Exhibit "A" (the "Property"), to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

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.

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PASSED AND APPROVED FIRST READING on this the 15th day of February 2023.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of March 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO.

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EXHIBIT "A"

Property Address:

14807 E. US Hwy 290, Manor, TX 78653

Property Legal Description:

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR ENVIRONMENTAL MILL AND SUPPLY INC.

BEING 22.78 acres of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas; the same property called 22.65 acres as described in a deed to Environmental Mill and Supply, Inc. of record in Vol. 10302, Pg. 548, of the Real Property Records of Travis County, Texas. This tract was surveyed on the ground in July of 2008, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a capped 1/2 inch iron pin which was set at the present Northeast corner of the said 22.65 acre tract and at the Northwest corner of the Eugene Juby property (31.08 ac. 7839/811). This corner exists at a fence corner in the South line of U.S. Highway 290.

THENCE with the East boundary of the said 22.65 acre property of Environmental Mill and Supply Inc. and the West boundary of Juby, S 28 deg. 27 min. 57 sec. W 363.26 feet to an iron pin found at the lower Northwest corner of the property of the Capital Area Youth Soccer Association (242.07 ac. Doc. 2000012678); continuing with the common boundary between C.A.Y.S.A. and the said 22.65 acres, S 28 deg. 33 min. 12 sec. W 1869.03 feet to an iron pin found at a fence corner.

THENCE with the South line of the said 22.65 acres and the North boundary of Lot 1 of the Unicorn Equestrian Center Subdivision (Doc. 200100239), N 46 deg. 04 min. 22 sec. W 399.65 feet to an iron pin set. This point stands stands (L1) S 81 deg. 53 min. 24 sec. E 5.87 feet from an iron pin found.

THENCE with the West boundary of the said 22.65 acre tract and the East boundary of a property called 22.682 acres as described in a deed to M B and M S Enterprise, Inc. (Doc. 2005187865), N 21 deg. 56 min. 09 sec. E 1792.60 feet to a capped 1/2 inch iron pin set.

THENCE with the South line of U.S. Highway 290, N 88 deg. 14 min. 44 sec. E 685.00 feet to the POINT OF BEGINNING.

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 16TH day of July of 2008, A.D. File No. BAHRAMI25.DOC

William F. Forest Jr.
WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



EXHIBIT "A-1"



Pamela Madere
 (512) 236-2048 (Direct Dial)
 (512) 236-2002 (Direct Fax)
 pmadere@jw.com

December 12, 2022

Scott Dunlop, Director
 Development Services Dept.
 City of Manor
 105 East Eggleston Street
 Manor, TX 78653

Re: 14807 East Hwy 290 Manor, Texas – Annexation and Zoning Application for APPROXIMATELY 22.78 acres being out of an a portion of the A.C. CALDWELL SURVEY NO. 52, Abstract No. 154, in Travis County, Texas, and being the same property called 22.65 acres as described in a Deed recorded in Volume 10302, Page 548, Real Property Records of Travis County, Texas. (*the “Property”*)

Dear Mr. Dunlop:

We are submitting zoning and annexation applications for the Property. We are requesting MF-2 zoning and intend to develop the Property as a residential multi-family housing project.

The Property is currently in the City’s ETJ. The Property is identified as parks/open space on the FLUM and is along the commercial corridor as identified in the City of Manor draft Comprehensive Plan. Adjacent property uses are commercial corridor to the west and south, parks/open space to the east, and neighborhood to the north on the opposite side of Hwy. 290. Residential multi-family is the highest and best use of the Property based on the configuration of the Property and environmental conditions on the site.

The following documents are included with the application for voluntary annexation:

1. Signed and notarized Annexation Request and Petition;
2. Metes and bounds description of the property;
3. Property survey;
4. General Warranty Deed; and,
5. Signed Agreement Regarding Post-Annexation Provision of Services.

The following documents are included with the zoning application:

1. General Warranty Deed;
2. Tax Map showing property owners within 300 feet;
3. Mailing labels of property owners within 300 feet;
4. Metes and bounds description of the property; and
5. Property survey.

The annexation and zoning of this property will promote a safe, orderly, healthy, and vibrant development, as well as providing enhanced housing for the local community and the region.

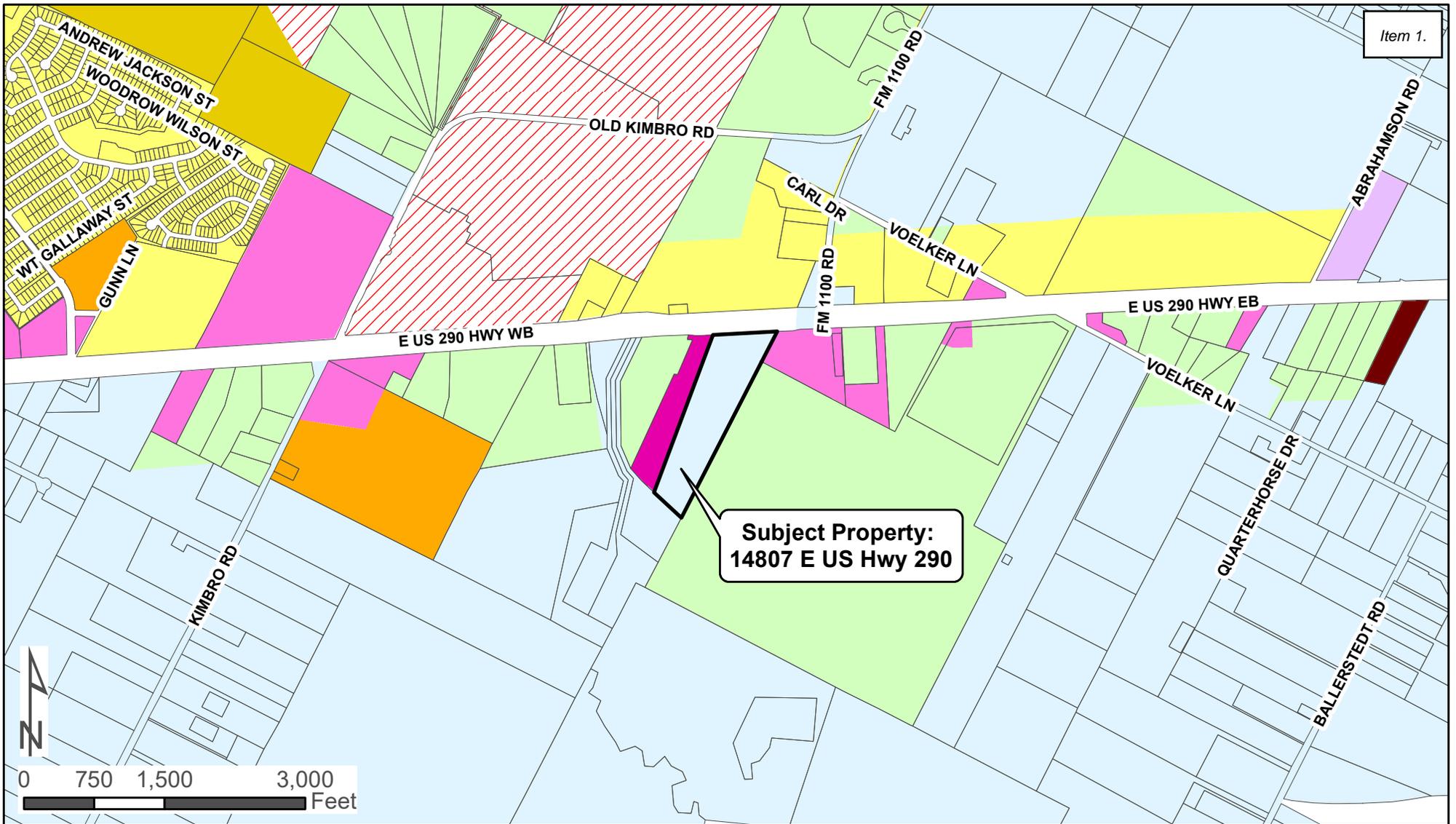
Please contact me if you have any questions.

Sincerely,



Pamela Madere

Enclosures: Zoning Application and Exhibits
Annexation Application and Exhibits



Proposed: Multi-Family 25 (MF-2)

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

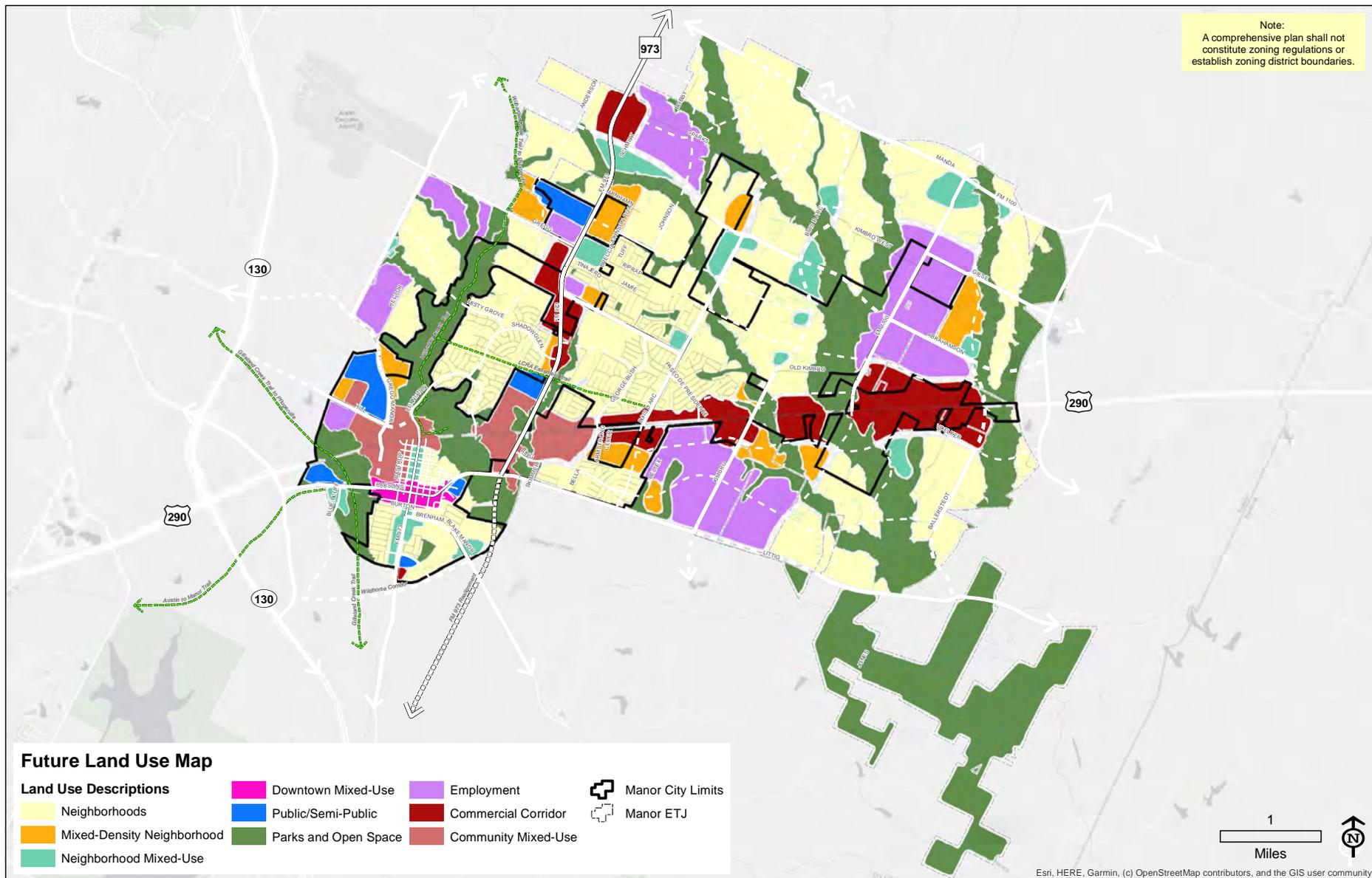
14807 E US 290

Write a description for your map.

Legend

-  14807 US-290 Item 1.
-  CAYSA
-  Feature 1
-  Feature 2
-  Feature 3
-  Storage King USA





Map 3.1. Future Land Use Map

COMMERCIAL CORRIDOR

Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses.

They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue.

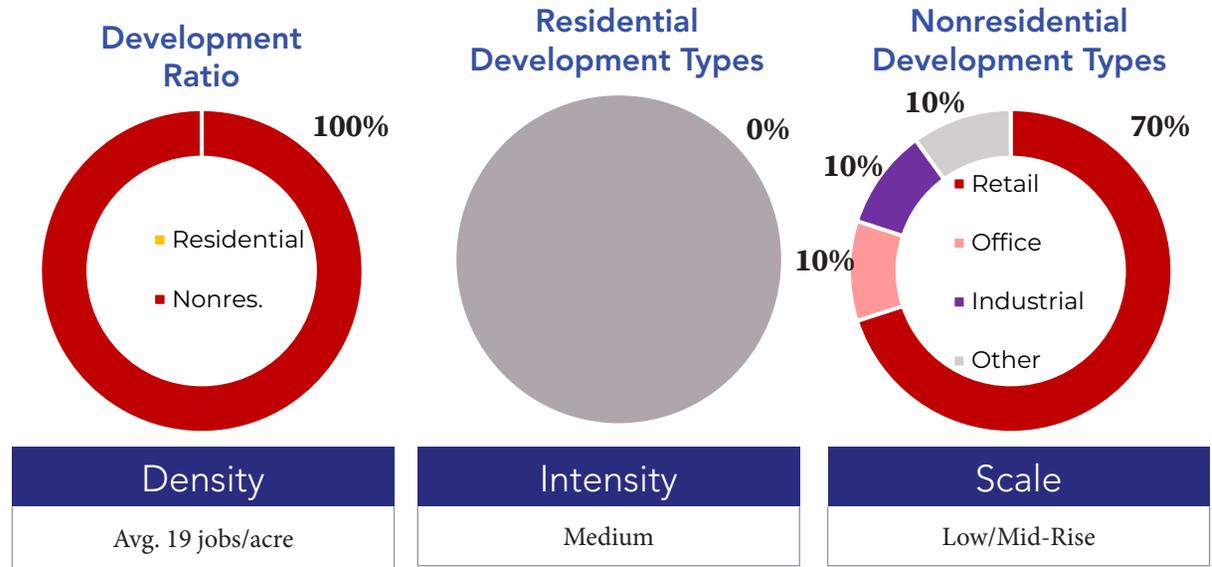
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

While it is recognized these corridors rely upon automobile accessibility and exposure, development should seek opportunities to leverage different forms with elements of mixed-use within the non-residential use framework. This introduces walkability for people once they arrive, reducing the number of trips and increasing the area’s appeal as a destination.

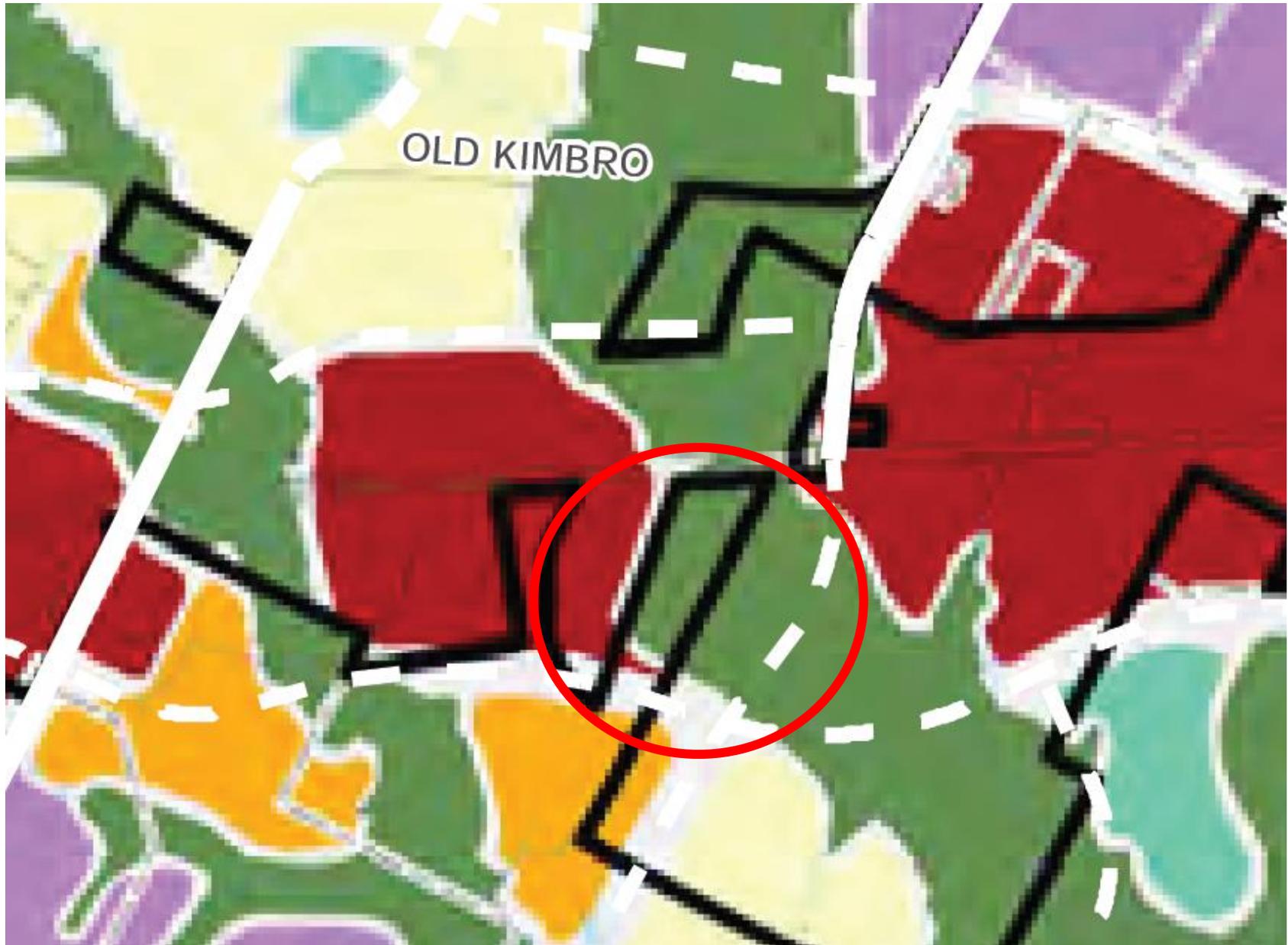
This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

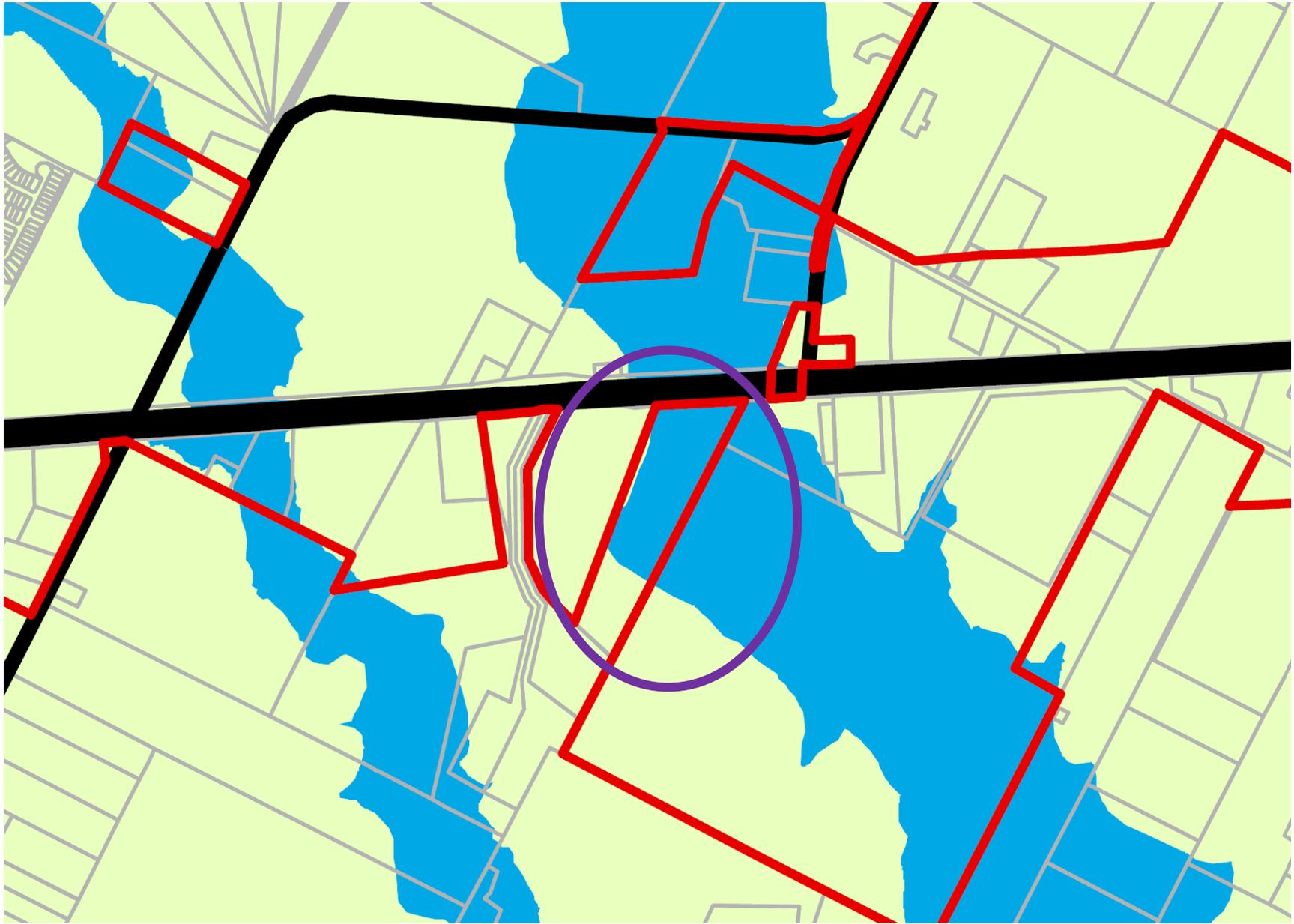
- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing.
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	● ● ● ○ ○	May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis.
Mixed-Use Urban, Community Scale	● ● ● ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ●	Appropriate overall.
Shopping Center, Community Scale	● ● ● ● ●	
Light Industrial Flex Space	● ● ○ ○ ○	Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use.
Manufacturing	● ○ ○ ○ ○	Not considered appropriate.
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.







1/18/2023

City of Manor Development Services

Notification for a Subdivision Rezoning Application

Project Name: 14807 E US 290 Rezoning A to MF-2
 Case Number: 2022-P-1499-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and Manor City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a rezoning application for 14807 E US 290, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing Regarding the submission of a Rezoning Application for 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).

Applicant: Jackson Walker

Owner: Krantz Properties

The Planning and Zoning Commission will meet at 6:30PM on February 8, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00PM on February 1, 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 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.

Dinh Chau & Anh Kim Pham
1201 Porterfield Dr
Austin, TX 78753

Timmerman Properties Inc.
PO Box 4784
Austin, TX 78765

Duque States LLC
2311 W. Howard Ln
Austin, TX 78728

Greenfield Oz Real Estate LP & PV
Interstate LLC
18732A Centro Main St
Shenandoah, TX 77385

Capital Area Youth Soccer Association
PO Box 352
Manor, TX 78653

Mason-Darnell Todd & Kim
14601 US Highway 290 E Apt D
Manor, TX 78653

Mason Marilyn M & Ronald J
14601 US Highway 290 E Apt C
Manor, TX 78653

Kondrath Amy L & Jeremy C
14601 US Highway 290 E Apt B
Manor, TX 78653

Eartc Investments Dos LLC
14719 E US Hwy 290 Ste 106
Manor, TX 78653

MB & MS Enterprises Inc
PO Box 82653
Austin, TX 78708



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a Subdivision Concept Plan for the Ginsel Tract, four (4) lots on 84.2 acres, more or less, and being located at 13301 E US Hwy 290, Manor, TX.

Applicant: SEC Planning, LLC

Owner: Manor 290 OZ Real Estates LP

BACKGROUND/SUMMARY:

This concept plan has been approved by our engineers. This property was rezoned to C-2 Medium Commercial (32.69 acres), MF-2 Multi-Family 25 (20.86 acres), and TH Townhome (30.74 acres) in June 2022. The concept plan extends Carriage Hills Drive to US 290 at the intersection with Bois D’Arc and extends a collector roadway to the east towards Viking Jack in the Manor Commercial Park per our Thoroughfare Plan.

P&Z voted 4-0 to approve

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

- Concept Plan
- Engineer Comments
- Conformance Letter
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council conduct a public hearing on a Subdivision Concept Plan for the Ginsel Tract, four (4) lots on 84.2 acres, more or less, and being located at 13301 E US Hwy 290, Manor, TX.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

Parcel Number	Owners	Owner Address	City, State Zip
1	RESIDENTIAL GLEN LTD	ATTN PETE DWYER-9900 US HIGHWAY 290 E	MANOR, TX 78653-9720
2	TIMBERMAN PROPERTIES INC	115 PARKWAY BLVD	AUSTIN, TX 78753-2027
3	WEST EGIN DEVELOPMENT CORP	ATTN PETER A DWYER-9900 US HIGHWAY 290 E	MANOR, TX 78653-9720
4	MEGACENTER MANOR LLC	% PATRICIO URETA-7451 RIVIERA BLVD STE 1	MIRAMAR, FL 33023-6530
5	MANOR BUSINESS CENTER LTD	262 FM 1441	MIRAMAR, FL 33023-6530
6	MEGACENTER MANOR LLC	% PATRICIO URETA-7451 RIVIERA BLVD STE 1	MIRAMAR, FL 33023-6530
7	MEGACENTER MANOR LLC	12804 BELTEX RD	MANOR, TX 78653-4510
8	SERAFIN LEASING CO LP	7350 TILGHMAN ST # 204	ALLETOWN, PA 18106-9012
9	VERSUM MATERIALS US LLC	7350 TILGHMAN ST # 204	ALLETOWN, PA 18106-9012
10	VERSUM MATERIALS US LLC	7350 TILGHMAN ST # 204	ALLETOWN, PA 18106-9012
11	CHEM ELEVEN PRODUCTS	STE 1-200-6300 BRIDGE POINT PKWY	AUSTIN, TX 78730-5073
12	AIR LIQUIDE ELECTRONICS US LP	% PROPERTY TAX DEPT-9811 KATY FREEWAY STE 100	HOUSTON, TX 77024-1274
13	DANAR GOOD	510 S CONGRESS AVE STE 108	AUSTIN, TX 78704-1287
14	FLINTROCK OFFICE SUITES LLC	1700 POCO BUENO CT	SPICEWOOD, TX 78669-4300
15	JIMENEZ ANTHONY	13424 PINE NEEDLE ST	MANOR, TX 78653-5406
16	GINBEY LOGAN	13425 PINE NEEDLE ST	MANOR, TX 78653-5406
17	MARSHALL BIRAN	13426 PINE NEEDLE ST	MANOR, TX 78653-5406
18	VASQUEZ GUADALUPE T	13427 PINE NEEDLE ST	MANOR, TX 78653-5406
19	MALDONADO BENITO	13416 PINE NEEDLE ST	MANOR, TX 78653-5406
20	SALEEM SAHADAD	13417 PINE NEEDLE ST	MANOR, TX 78653-5406
21	MYNAR MISTY	13436 HARRY S TRUMAN DR	MANOR, TX 78653-2077
22	MANZANARES JONATHAN PEREZ ETAL	13413 PINE NEEDLE ST	MANOR, TX 78653-5406
23	BAKER WILLIE	13408 PINE NEEDLE ST	MANOR, TX 78653-5406
24	TABOUE SARI AL	13409 PINE NEEDLE ST	MANOR, TX 78653-5406
25	MWANGI KENETH N & JESSICA MWANGI	13404 PINE NEEDLE ST	MANOR, TX 78653-5406
26	ALMANZA MANUEL CHIMAL & NANCY FUENTES VASQUEZ	13405 PINE NEEDLE ST	MANOR, TX 78653-5406
27	SALAZAR J CARMEN & VANESSA	13400 PINE NEEDLE ST	MANOR, TX 78653-5406
28	WELCH JIM	13401 PINE NEEDLE ST	MANOR, TX 78653-5406
29	TAMEZ IDA	13324 PINE NEEDLE ST	MANOR, TX 78653-5403
30	CLARK KENNETH R	13325 PINE NEEDLE ST	MANOR, TX 78653-5403
31	LI ZHITU & FUY WANG	10615 WINCHELSEA DR	AUSTIN, TX 78750-4033
32	SPILLING KAREN COX	APT 701-700 MANORVIEW FLYWAY	EDINBURG, TX 78619-4183
33	CHEN YUN CHANG	2 TIMBERFIELD WAY	PITTSFORD, NY 14534-2162
34	SUNIGA ELIZABETH C & JOSEPH ANTHONY	13317 PINE NEEDLE ST	MANOR, TX 78653-5403
35	JHONNIE	13312 PINE NEEDLE ST	MANOR, TX 78653-5403
36	MEADOR JEANNETTE	13313 PINE NEEDLE ST	MANOR, TX 78653-5403
37	GADEER SABRA & ALTAMASH ZIA	13308 PINE NEEDLE ST	MANOR, TX 78653-5403
38	RODRIGUEZ CLAUDIA I	13309 PINE NEEDLE ST	MANOR, TX 78653-5403

Parcel Number	Owners	Owner Address	City, State Zip
39	CHANDIO RIDABA C & MUHAMMAD L	13304 PINE NEEDLE ST	MANOR, TX 78653-5403
40	HRYNIEWICZ BRIANA NICHOLE	13305 PINE NEEDLE ST	MANOR, TX 78653-5403
41	GADEER RASHID J & NOOH	13306 PINE NEEDLE ST	MANOR, TX 78653-5403
42	VAZQUEZ MARIO A & ORACIELA	13307 PINE NEEDLE ST	MANOR, TX 78653-5403
43	RAMIREZ GILBERT	13240 PINE NEEDLE ST	MANOR, TX 78653-5407
44	ROMERO CHRISTINA	13237 PINE NEEDLE ST	MANOR, TX 78653-5407
45	NEW COURTNEY	13236 PINE NEEDLE ST	MANOR, TX 78653-5407
46	PEREZ JESUS M TORRES	13233 PINE NEEDLE ST	MANOR, TX 78653-5407
47	PEREZ GARCIA FERMIN	13232 PINE NEEDLE ST	MANOR, TX 78653-5407
48	TREVINO ERIC	13229 PINE NEEDLE ST	MANOR, TX 78653-5407
49	CASTANEDA GUILLERMO SR	13228 PINE NEEDLE ST	MANOR, TX 78653-5407
50	HARRIS PATRICK DEVON	13225 PINE NEEDLE ST	MANOR, TX 78653-5407
51	CARRILLO JUAN	13224 PINE NEEDLE ST	MANOR, TX 78653-5407
52	MARTINEZ ROSA M	13221 PINE NEEDLE ST	MANOR, TX 78653-5407
53	CONTINENTAL HOMES OF TEXAS LP	10700 PECAN PARK BLVD STE 400	AUSTIN, TX 78750-1447
54	WARNE TARA ANN & CHRISTOPHER MATTHEW WARNE	13217 PINE NEEDLE ST	MANOR, TX 78653-5407
55	MORALES JORGE	13216 PINE NEEDLE ST	MANOR, TX 78653-5407
56	FITZGERALD MICHAEL P	13213 PINE NEEDLE ST	MANOR, TX 78653-5407
57	ESPINOSA CAIN	13212 PINE NEEDLE ST	MANOR, TX 78653-5407
58	OCAMPO MANUEL	13209 PINE NEEDLE ST	MANOR, TX 78653-5407
59	REED MOISE KWAME & NICOLE	13208 PINE NEEDLE ST	MANOR, TX 78653-5407
60	DIALLO MAMADOU MOUSSA	3316 FALCONERS WAV	PFLUGERVILLE, TX 78660-7825
61	LOPEZ RITA CEDILLO	13204 PINE NEEDLE ST	MANOR, TX 78653-5407
62	REYES RITA R	13201 PINE NEEDLE ST	MANOR, TX 78653-5407
63	DELEON JAIME ROBERTO	12917 CARILLON WAY	MANOR, TX 78653-5194
64	MONTES PABLO & ANDREA MONTES	12921 CARILLON WAY	MANOR, TX 78653-5194
65	CASTRO JOHNNY C JR & MARIBEL CASTRO	12925 CARILLON WY	MANOR, TX 78653-5194
66	PERRY BRANDON	12929 CARILLON WAY	MANOR, TX 78653-5194
67	AROS JOE & SUSIE	12933 CARILLON WAY	MANOR, TX 78653-5194
68	POWELL JUSTIN LEE	12937 CARILLON WAY	MANOR, TX 78653-5194
69	BAKER KELLY ANNE	PO BOX 10933	AUSTIN, TX 78766-1933
70	GONZALES VALENCIA DAVID	13005 CARILLON WAY	MANOR, TX 78653-5195
71	YU LUY & PHINGA YA	2905 ISMAC PRYOR DR	AUSTIN, TX 78749-1753
72	ALBARACIN STEVEN M & ZHANNA A	13015 WEDDING DR	MANOR, TX 78653-5189
73	UPSHUR DIIONNE I & RALEIGH C	13020 WEDDING	MANOR, TX 78653-5189
74	MANOR RV PARK LLC	460 N MAIN ST STE 304	GLEN ELYNN, IL 60137-5176

LEGEND

ZONING DISTRICTS	ACREAGE	DENSITY	UNITS
TH RESIDENTIAL	30.4 ACRES	12 DU/AC	365 UNITS
MF-2 RESIDENTIAL	20.8 ACRES	25 DU/AC	520 UNITS
C-2 COMMERCIAL	33.0 ACRES		
TOTAL	84.2 ACRES	10.5 DU/AC	885 UNITS

--- MANOR CITY LIMITS
--- STREAMS CATEGORIZED AS (R4SBC) & (R5UBH)
--- WETLANDS CATEGORIZED AS (PUBHH)

PARCEL	PHASE	APRX. LUE'S	APRX. TRIPS
1	1(2023)	82	>2,000 (3,000)
2	4(2024)	144	>2,000 (10,290)
3	2(2023)	218	>2,000 (2,748)
4	3(2024)	262	>2,000 (3,428)

Item 2.

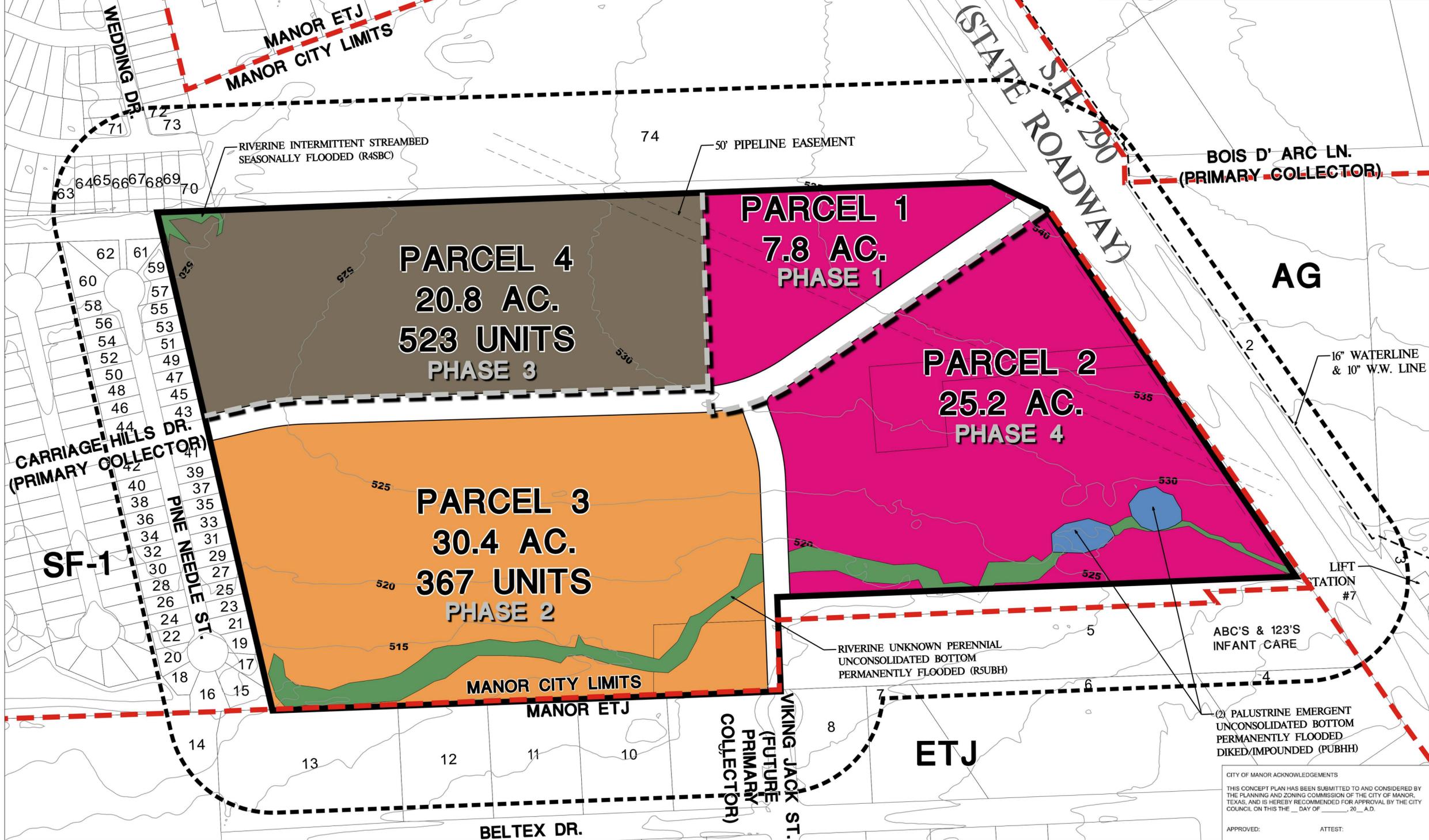


SEC Planning, LLC
Austin, Texas

LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

4201 W. Farmer Lane Bldg A Suite 220
Austin, TX 78757
T 512-246-7903
F 512-246-7763
www.secplanning.com
Email: info@secplanning.com

OWNER:
MANOR OPPORTUNITY
FUND, LLC
83 Renfield Drive
Renfield, NJ 08540



CONCEPT PLAN
GINSEL TRACT
MANOR, TEXAS

LA\210105-MAOF\Cadfiles\PLANNING\Submittals\Concept Plan.dwg

Issued:

1	CITY SUBMITTAL	10/17/2022
2	CITY RESPONSE #1	11/21/2022
3	CITY RESPONSE #2	12/21/2022
4		
5		

Revisions:

1		
2		
3		
4		
5		

Issue Date: 10/17/2022

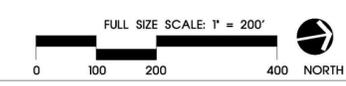
Drawn By: GJ,TW
Reviewed By: GJ

Project No.
210105-MAOF

2 OF 2

The reproduction, copying or other use of this drawing without the written consent of SEC Planning, LLC is prohibited.
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NOTES:
1.) PLAN HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH COMPOSITE ZONING ORDINANCE AND SUBDIVISION ORDINANCE
2.) FLOOD HAZARD AREAS PER: FEMA 48453C0485J





1500 County Road 269
Leander, TX 78641

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

Date: Friday, November 18, 2022

Gary Jueneman
SEC Planning, LLC
4201 W. Parmer Lane, Bldg. A, Ste. 220
Austin TX 78727
info@secplanning.com

Permit Number 2022-P-1482-CP
Job Address: 13301 E U S HY 290, Manor, TX. 78653

Dear Gary Jueneman,

The first submittal of the Ginsel Tract Concept Plan (*Concept Plan*) submitted by SEC Planning, LLC and received on December 22, 2022, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- i. ~~Provide and label the topographic contour lines on the plans. No elevations were given.~~
- ii. **Provide and label the location of the proposed and existing arterial and collector streets to serve the general area. Clearly show and label.**
- iii. **Provide the proposed number of LUEs required for each category of lots shown on the concept plan.**
- iv. **Significant features on or within 200 feet of the property should be shown on the concept plan. These are items such as roads, buildings, utilities and drainage structures.**
- v. **A signature block for the Mayor and P&Z Chairperson should be provided.**

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,

11/18/2022 11:43:44 AM
Ginsel Tract Concept Plan
2022-P-1482-CP
Page 2

Item 2.



Tyler Shows
Staff Engineer
GBA



November 21, 2022

1500 County Road 269 Leander, TX 78641
P.O. Box 2029 Leander, TX 78646-2029

Re: Ginsel Tract
Permit Number 2022-P-1482-CP
1st Review Comment Responses

To whom it may concern:

Following, are the Applicant's responses to comments received from City of Manor Engineering consultant (GBA) staff, Tyler Shows, on the Ginsel Tract Concept Plan Application submittal. Applicant's 1st comment response denoted in **Red Text**.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- 1) Provide and label the topographic contour lines on the plans. No elevations were given.

RESPONSE: Labels added to Concept Plan

- 2) Provide and label the location of the proposed and existing arterial and collector streets to serve the general area.

RESPONSE: Labels added to Concept Plan per May 2014 Thoroughfare Plan



1500 County Road 269
Leander, TX 78641

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

Date: Monday, December 19, 2022

Gary Jueneman
SEC Planning, LLC
4201 W. Parmer Lane, Bldg. A, Ste. 220
Austin TX 78727
info@secplanning.com

Permit Number 2022-P-1482-CP
Job Address: 13301 E U S HY 290, Manor 78653

Dear Gary Jueneman,

The subsequent submittal of the Ginsel Tract Concept Plan submitted by SEC Planning, LLC and received on December 22, 2022, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

Engineer Review

The following comments have been provided by Tyler Shows. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- i. ~~Provide and label the topographic contour lines on the plans. No elevations were given.~~
- ii. **Provide and label the location of the proposed and existing arterial and collector streets to serve the general area. Clearly show and label.**
- iii. **Provide the proposed number of LUEs required for each category of lots shown on the concept plan.**
- iv. **Significant features on or within 200 feet of the property should be shown on the concept plan. These are items such as roads, buildings, utilities and drainage structures.**
- v. **A signature block for the Mayor and P&Z Chairperson should be provided.**

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at (737) 247-7557, or by e-mail at pgray@gbateam.com.

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

Thank you,

Pauline M Gray

Pauline Gray, P.E.
Lead AES
GBA



December 20, 2022

1500 County Road 269 Leander, TX 78641
P.O. Box 2029 Leander, TX 78646-2029

Re: Ginsel Tract
Permit Number 2022-P-1482-CP
2nd Review Comment Responses

To whom it may concern:

Following, are the Applicant's responses to comments received from City of Manor Engineering consultant (GBA) staff, Tyler Shows, on the Ginsel Tract Concept Plan Application submittal. Applicant's 2nd comment response denoted in **Red Text**.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- 1) Provide and label the location of the proposed and existing arterial and collector streets to serve the general area. Clearly show and label.

RESPONSE: Roadways labeled as instructed.

- 2) Provide the proposed number of LUEs required for each category of lots shown on the concept plan.

RESPONSE: LUE's located in Land Use Summary

- 3) Significant features on or within 200 feet of the property should be shown on the concept plan. These are items such as roads, buildings, utilities, and drainage structures.

RESPONSE: All significant features labeled on Concept Plan

- 4) A signature block for the Mayor and P&Z Chairperson should be provided.

RESPONSE: Added to both sheets



1500 County Road 269
Leander, TX 78641

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

Date: Wednesday, January 18, 2023

Gary Jueneman
SEC Planning, LLC
4201 W. Parmer Lane, Bldg. A, Ste. 220
Austin TX 78727
info@secplanning.com

Permit Number 2022-P-1482-CP
Job Address: 13301 E U S HY 290, Manor 78653

Dear Gary Jueneman,

We have conducted a review of the concept plan for the above-referenced project, submitted by Gary Jueneman and received by our office on December 22, 2022, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler Shows'.

Tyler Shows
Staff Engineer
GBA



1/19/2023

City of Manor Development Services

Notification for a Subdivision Concept Plan

Project Name: Ginsel Tract Concept Plan
 Case Number: 2022-P-1482-CP
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Subdivision Concept Plan for the Ginsel Tract located at 13301 E US Hwy 290, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Subdivision Concept Plan for the Ginsel Tract, four (4) lots on 84.2 acres, more or less, and being located at 13301 E US Hwy 290, Manor, TX.

Applicant: SEC Planning, LLC

Owner: MANOR 290 OZ REAL ESTATES LP

The Planning and Zoning Commission will meet at 6:30PM on February 8, 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 Concept Plan 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.

LI ZHIYU & PU WANG
10619 WINCHELSEA DR
AUSTIN, TX 78750-4033

SPELLING KAREN COX
APT 701-700 MANDARIN FLYWAY
CEDAR PARK, TX 78613-4183

CHEN YUH CHYAU
2 TIMBERFIELD WAY
PITTSFORD , NY 14534-2162

SUNIGA ELIZABETH C & JOSEPH
ANTHONY
13317 PINE NEEDLE ST
MANOR , TX 78653-5403

ARRIAGA TRISHA
13312 PINE NEEDLE ST
MANOR , TX 78653-5403

MEADOR JEANNETTE
13313 PINE NEEDLE ST
MANOR , TX 78653-5403

GAZDER SARA & ALTAMASH ZIA
13308 PINE NEEDLE ST
MANOR , TX 78653-5403

RODRIGUEZ CLAUDIA I
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CHANDIO RIDABA G & MUHAMMAD L
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MANOR, TX 78653-5403

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13240 PINE NEEDLE ST
MANOR , TX 78653-5407

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13237 PINE NEEDLE ST
MANOR, TX 78653-5407

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MANOR, TX 78653-5407

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CARRILLO JUAN
13224 PINE NEEDLE ST
MANOR , TX 78653-5407

MARTINEZ ROSA M
13221 PINE NEEDLE ST
MANOR , TX 78653-5407

CONTINENTAL HOMES OF TEXAS LP
10700 PECAN PARK BLVD STE 400
AUSTIN, TX 78750-1447

WARNE TARA ANN & CHRISTOPHER
MATTHEW WARNE
13217 PINE NEEDLE ST
MANOR , TX 78653-5407

MORALES JORGE
13216 PINE NEEDLE ST
MANOR , TX 78653-5407

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13213 PINE NEEDLE ST
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ESPINOSA CAIN
13212 PINE NEEDLE ST
MANOR , TX 78653-5407

OCAMPO MANUEL
13209 PINE NEEDLE ST
MANOR , TX 78653-5407

REED MOISE KWAME & NICOLE
13208 PINE NEEDLE ST
MANOR , TX 78653-5407

DIALLO MAMADOU MOUSSA
3316 FALCONERS WAY
PFLUGERVILLE, TX 78660-7825



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

- February 6, 2023, City Council Special Session; and
- February 10, 2023, City Council Called Special Session

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- February 6, 2023, City Council Special Session; and
- February 10, 2023, City Council Special Session

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the City Council Minutes of the February 6, 2023, City Council Special Session; and February 10, 2023, City Council Special Session.

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



**CITY COUNCIL
CALLED SPECIAL SESSION MINUTES
FEBRUARY 6, 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
Matthew Woodard, Public Works Director
Tracey Vasquez, HR Manager
Veronica Rivera, Assistant City Attorney

SPECIAL SESSION – 7:00 P.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 7:16 p.m. on Wednesday, February 6, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PROCLAMATIONS

A. Declaring the month of February, as “*Black History Month*”

Mayor Harvey read proclamation declaring the month of February as “*Black History Month*” and presented to City Manager Scott Moore.

B. Declaring Friday, February 3, 2023, as “*National Wear Red Day*”

Mayor Harvey read proclamation declaring Friday, February 3, 2023, as “*National Wear Red Day*” and presented to Christy Hall, Development Director of Go Red American Heart Association.

PUBLIC COMMENTS

Mr. Joe Carrington, 17825 Owl Tree Rd., Manor, Texas submitted a speaker card and introduced himself. Mr. Carrington stated that him and his wife were new to the city and were looking forward to meeting new people and serve the community.

No one else appeared at this time.

REPORTS

A. 2023 Winter Storm Update

Mayor Harvey gave an update on the 2023 Winter Storm.

The following topics were discussed:

- Communication
- Warming Center
- Emergency Management Preparations
- Tree Debris Removal

CONSENT AGENDA

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

- January 18, 2023, City Council Regular Meeting; and
- January 25, 2023, City Council Workshop

2. Second and Final Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .677 acres, more or less, and being located at 10905 E US 290, Manor, TX from Light Commercial (C-1) to Medium Commercial (C-2).

Applicant: Mahoney Engineering

Owner: River City Partners Ltd.

Ordinance No. 687: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Light Commercial (C-1) to Medium Commercial (C-2); Making Findings of Fact; and Providing for Related Matters.

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

There was no further discussion.

Motion to approve carried 7-0

At the direction Mayor Harvey, agenda items no's 6, 9 and 10 were pulled.

REGULAR AGENDA

- 3. Consideration, discussion, and possible action on an ordinance adopting a policy and procedure for legislative prayer presentations; amending the city council rules of procedure to add legislative prayer in 7.01, correcting the reference to state law in 3.15 and 7.04, updating the cover page to reflect this ordinance, and revising the footer to reflect the document title; amending section 1.04.002 of the manor code of ordinances to recognize the changes to the city council rules of procedure; and providing for related matters.**

City staff's recommendation was that the City Council approve Ordinance No. 686 adopting a policy and procedure for legislative prayer presentations; amending the city council rules of procedure to add legislative prayer in 7.01, correcting the reference to state law in 3.15 and 7.04, updating the cover page to reflect this ordinance, and revising the footer to reflect the document title; amending section 1.04.002 of the manor code of ordinances to recognize the changes to the city council rules of procedure; and providing for related matters.

Ordinance No. 686: An Ordinance of the City of Manor, Texas, Adopting a Policy and Procedure for Legislative Prayer Presentations; Amending the City Council Rules of Procedure to Add Legislative Prayer in 7.01, Correcting the Reference to State Law in 3.15 And 7.04, Updating the Cover Page to Reflect this Ordinance, Updating the Table of Contents to Reflect the New Annex G, and Revising the Footer to Reflect the Document Title and New Effective Date; Amending Section 1.04.002 of the Manor Code of Ordinances to Recognize the Changes to the City Council Rules of Procedure; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Amezcua to approve Ordinance No. 686 adopting a policy and procedure for legislative prayer presentations; amending the city council rules of procedure to add legislative prayer in 7.01, correcting the reference to state law in 3.15 and 7.04, updating the cover page to reflect this ordinance, and revising the footer to reflect the document title; amending section 1.04.002 of the manor code of ordinances to

recognize the changes to the city council rules of procedure; and providing for related matters.

Assistant City Attorney Rivera advised that the effective date on the ordinance needed to be revised due to the cancelation of the February 1st Regular Council Meeting.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Amezcua to revise the effective date for February 6, 2023.

There was no further discussion.

Motion to approve carried 7-0

4. Second and Final Reading: Consideration, discussion, and possible action on an ordinance granting Texas Community Propane Inc. the right, privilege and franchise to use streets, alleys and thoroughfares to operate and maintain a propane distribution system in the City of Manor.

City staff's recommendation was that the City Council approve the second and final reading of Ordinance No. 688 granting Texas Community Propane Inc. the right, privilege and franchise to use streets, alleys and thoroughfares to operate and maintain a propane distribution system in the City of Manor.

Assistant City Attorney Rivera stated that legal staff had reviewed previous ordinance from first reading and minor revisions were made.

Ordinance No. 688: An Ordinance of the City of Manor, Texas Granting to Texas Community Propane, Inc. the Right, Privilege, and Franchise to Use Streets, Alleys, and Thoroughfares to Operate and Maintain a Propane Distribution System in the City of Manor, Travis County, Texas; Providing Regulations for the Conduct of the System; 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 Moreno and seconded by Council Member Amezcua to approve the second and final reading of Ordinance No. 688 granting Texas Community Propane Inc. the right, privilege and franchise to use streets, alleys and thoroughfares to operate and maintain a propane distribution system in the City of Manor.

There was no further discussion.

Motion to approve carried 7-0

5. Consideration, discussion, and possible action on a Resolution accepting the voluntary petition for annexation of 22.78 acres of land, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits.

City staff's recommendation was that the City Council approve Resolution No. 2023-02 accepting the voluntary petition for annexation of 22.78 acres of land, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits.

Sarah Novo, 100 Congress Suite 1100, Austin, Texas, submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions.

James Krantz, 14807 Highway 290E., Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions.

Development Services Director Dunlop discussed the proposed petition.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Weir, to approve Resolution No. 2023-02 accepting the voluntary petition for annexation of 22.78 acres of land, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits.

There was no further discussion.

Motion to approve carried 7-0

7. Consideration, discussion, and possible action on initiating Community Internship Partnership Program opportunities Manor Independent School District and Travis County.

City staff's recommendation was that the City Council direct the Administration to developing Community Internship Program with Manor Independent School District and Travis County.

City Manager Moore discussed the proposed Community Internship Partnership Summer Youth Employment Program.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to direct the Administration to developing Community Internship Program with Manor Independent School District and Travis County.

Mayor Harvey asked for a friendly amendment to change from Manor ISD to Local School District to give others that attend charter schools the opportunity to participate.

MOTION: Upon a friendly amendment made by Council Member Wallace and seconded by Council Member Amezcua, to direct the Administration to developing Community Internship Program with Local School District and Travis County.

Discussion was held regarding the qualifications to participate in the program.

Discussion was held regarding transportation availability.

There was no further discussion.

Motion to approve carried 7-0

8. Consideration, discussion, and possible action on authorizing a letter of support to Texas Department of Transportation.

City staff's recommendation was that the City Council authorize Mayor Harvey to submit the city's letter of support to the Texas Department of Transportation seeking financial support for FM973 northbound improvements toward Williamson County and US290 improvements toward Bastrop County.

City Manager Moore discussed the proposed letter of support to Texas Department of Transportation.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to authorize Mayor Harvey to submit the city's letter of support to the Texas Department of Transportation seeking financial support for FM973 northbound improvements toward Williamson County and US290 improvements toward Bastrop County.

Discussion was held regarding letters of support that could be submitted by the community.

There was no further discussion.

Motion to approve carried 7-0

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 8:00 p.m. on Wednesday, February 6, 2023, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council 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 Manor Apartments; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding release of a portion of City's water CCN; Section 551.071, Texas Government*

Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the sale of a remnant portion of City property; and Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding property on Ring Road. at 8:00 p.m. on Wednesday, February 6, 2023.

The Executive Session was adjourned at 9:35 p.m. on Wednesday, February 6, 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 9:35 p.m. on Wednesday, February 6, 2023.

There was no action taken.

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 9:35 p.m. on Wednesday, February 6, 2023.

These minutes approved by the Manor City Council on the 15th day of February 2023. *(Audio recording archived)*

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



**CITY COUNCIL
CALLED SPECIAL SESSION MINUTES
FEBRUARY 10, 2023**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Ryan Phipps, Chief of Police
- Matthew Woodard, Public Works Director
- Phil Green, IT Director

SPECIAL SESSION – 9:30 A.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 9:43 a.m. on Friday, February 10, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared at this time.

REGULAR AGENDA

1. Consideration, discussion, and possible action on an ordinance extending the Disaster Declaration issued by Mayor Harvey on February 4, 2023.

City staff's recommendation was that the City Council approve Ordinance No. 689 continuing the Declaration of Local Disaster.

Ordinance No. 689: Ordinance of The City of Manor, Texas Continuing Declaration of Local Disaster.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Emily Hill to approve Ordinance No. 689 continuing the Declaration of Local Disaster.

There was no further discussion.

Motion to approve carried 4-0

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 9:45 a.m. on Friday, February 10, 2023.

These minutes approved by the Manor City Council on the 15th day of February 2023. *(Audio recording archived)*

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the January 2023 Departmental Reports.

BACKGROUND/SUMMARY:

- Finance – Lydia Collins, Director of Finance
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Ryan Smith, Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Community Development – Debbie Charbonneau, Heritage and 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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- January 2023 Department Monthly Reports

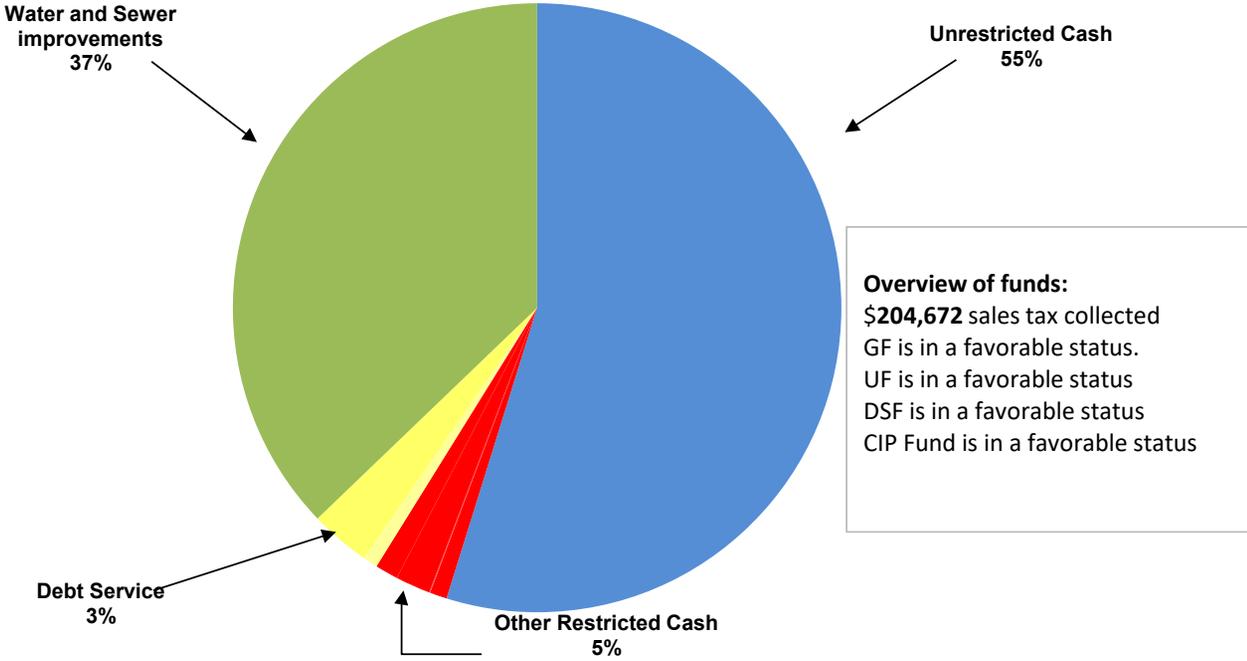
STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve and accept the January 2023 Departmental Reports.

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

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of JANUARY, 2023**

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	23,353,382	12,575,976				35,929,358
Restricted:						
Tourism				596,584		596,584
Court security and technology	31,132					31,132
Rose Hill PID				1,216,813		1,216,813
Customer Deposits		803,837				803,837
Park	513,459					513,459
Debt service			2,095,659			2,095,659
Capital Projects						
Water and sewer improvements				8,451,228	15,911,105	24,362,333
TOTAL CASH AND INVESTMENTS	\$ 23,897,973	\$ 13,379,813	\$ 2,095,659	\$ 10,264,625	\$ 15,911,105	\$ 65,549,176



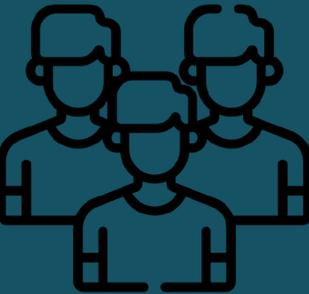


Manor Police Department

Monthly Report January 2023



Manor Police Department By The Numbers December

	1327 Number of calls for service	43 Average calls per day
	Total Training Hours	435
	Mental Health Calls	5
	Juvenile Detentions	2

Interactions



3

Community Events

0

Hosted Events

3

External Events



0:02:21

Average response time



2.5

The average number of people an officer interacts with per call



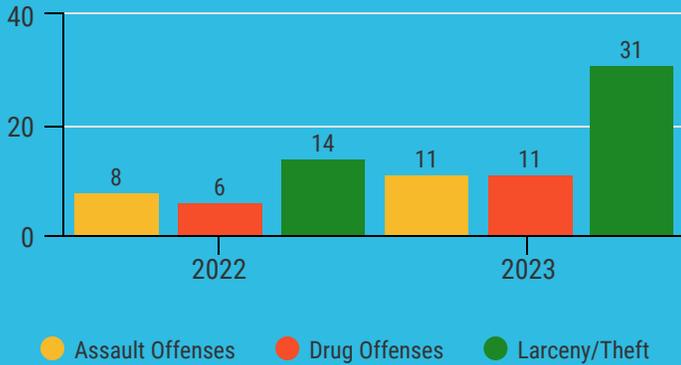
3,318

The estimated number people officers interact with on calls alone

Criminal Offenses

National Incident Based Reporting System

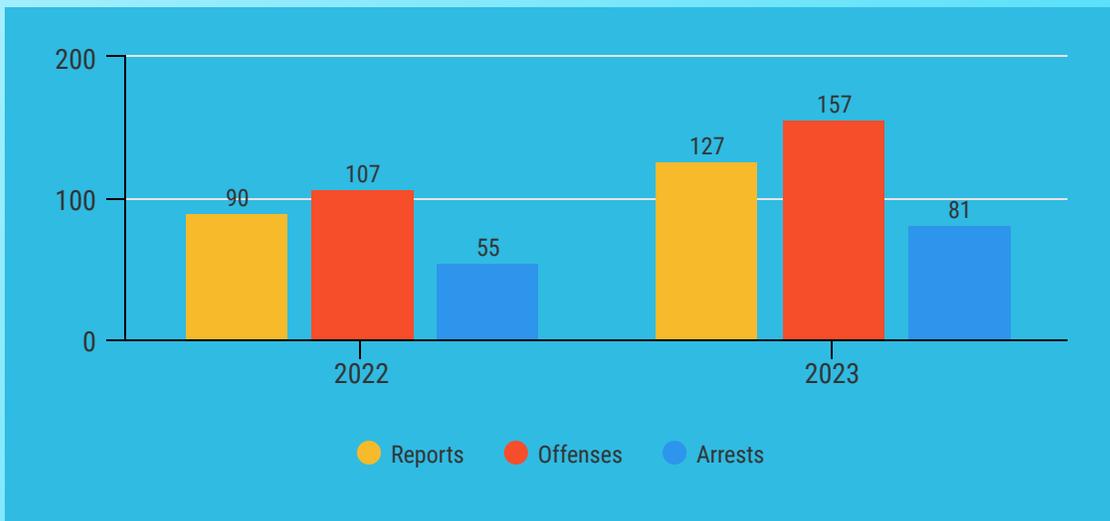
Group A Offenses January 2022/2023 Comparison



Offense Group	January 2022	January 2023
Group A*	44	67
Group B	25	50

Crime Type	January 2022	January 2023
Persons	8	15
Property	18	40
Fraud	10	2
Crimes against Children	2	3

Incident Reports, Total Offenses, and Arrests



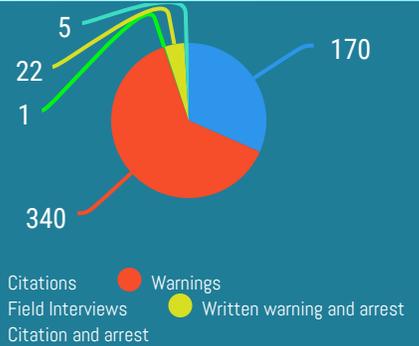
*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.
 Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses,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

Traffic Enforcement Analysis



538

Total traffic stops conducted



27

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



49 searches out of 538 stops

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

CONTRABAND

30

Contraband, such as alcohol and drugs, was discovered as a result of the stop.

Traffic Enforcement Analysis



31
Crashes

2
Involving Alcohol
or Drugs

29
DWI
Arrests

DWI Arrests by the numbers*



Manor Police Department DWI Profile - January 2023



	Sunday 8	Monday 3	Tuesday 1	Wednesday 2	Thursday 1	Friday 5	Saturday 9																																								
Total Cases 29																																															
Average BAC: 0.141																																															
Gender 3% Female, 97% Male																																															
Age Group	Under 21: 2	21 to 29: 15	30 to 39: 10	40 to 49: 2																																											
Ethnicity	Hispanic: 26		White: 1		Black: 1		Asian: 1																																								
Suspected Impairment	Alcohol Only: 25		Alcohol and Drug: 3		Drug Only: 1																																										
Reason for Contact	<table border="1"> <tr><td>Weaving/Fail to maintain single lane</td><td>11</td></tr> <tr><td>Suspicious Vehicle/Welfare Concern</td><td>8</td></tr> <tr><td>911 call or Dispatched</td><td>7</td></tr> <tr><td>Stopping problems (too far, too short, or to jer..</td><td>5</td></tr> <tr><td>Unnecessary acceleration or deceleration</td><td>4</td></tr> <tr><td>Speeding</td><td>4</td></tr> <tr><td>Slow or failing to respond to officer's signals</td><td>4</td></tr> <tr><td>Expired Registration</td><td>3</td></tr> <tr><td>Crash</td><td>3</td></tr> <tr><td>Varying speed</td><td>2</td></tr> <tr><td>Requested by other officer</td><td>2</td></tr> <tr><td>Ran stop sign/light</td><td>2</td></tr> <tr><td>Improper or unsafe lane change</td><td>2</td></tr> <tr><td>Following too closely</td><td>2</td></tr> <tr><td>Turning with a wide radius or improper turn</td><td>1</td></tr> <tr><td>Stopping in lane for no apparent reason or unre..</td><td>1</td></tr> <tr><td>Slow response to traffic signals</td><td>1</td></tr> <tr><td>Failure to signal or signal inconsistent with acti..</td><td>1</td></tr> <tr><td>Defective Equipment</td><td>1</td></tr> <tr><td>Almost striking object or vehicle</td><td>1</td></tr> </table>							Weaving/Fail to maintain single lane	11	Suspicious Vehicle/Welfare Concern	8	911 call or Dispatched	7	Stopping problems (too far, too short, or to jer..	5	Unnecessary acceleration or deceleration	4	Speeding	4	Slow or failing to respond to officer's signals	4	Expired Registration	3	Crash	3	Varying speed	2	Requested by other officer	2	Ran stop sign/light	2	Improper or unsafe lane change	2	Following too closely	2	Turning with a wide radius or improper turn	1	Stopping in lane for no apparent reason or unre..	1	Slow response to traffic signals	1	Failure to signal or signal inconsistent with acti..	1	Defective Equipment	1	Almost striking object or vehicle	1
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Time of Arrest	<table border="1"> <tr><td>12 AM</td><td>5</td></tr> <tr><td>1 AM</td><td>5</td></tr> <tr><td>2 AM</td><td>3</td></tr> <tr><td>3 AM</td><td>2</td></tr> <tr><td>4 AM</td><td>3</td></tr> <tr><td>8 AM</td><td>1</td></tr> <tr><td>6 PM</td><td>1</td></tr> <tr><td>8 PM</td><td>1</td></tr> <tr><td>9 PM</td><td>2</td></tr> <tr><td>10 PM</td><td>4</td></tr> <tr><td>11 PM</td><td>2</td></tr> </table>							12 AM	5	1 AM	5	2 AM	3	3 AM	2	4 AM	3	8 AM	1	6 PM	1	8 PM	1	9 PM	2	10 PM	4	11 PM	2																		
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Travis County Emergency Services District No.12

Item 4.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846
 Manor, Texas 78653
 O: 512-272-4502 • F: 512-428-5114

Operational/Prevention Summary – January 2023

Calls - Month

2023 - 444
 2022 - 420
 2021 - 350

Calls by Unit

Eng1201 - 153 SQ1201 - 138
 Eng1202 - 112 Eng1203 - 174
 Bat1201 - 41 FMO1201 – 10,
 183 call reviews

Calls - CYTD

2023 - 444
 2022 - 420
 2021 - 350

AVG Response Time - Month

8 min, 28 sec

AVG Response Time - CYTD

8 min, 28 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	9	7	9	7
Bastrop Co. ESDs	0	0	0	0
BT1/ESD 13	0	0	0	0
Elgin VFD	0	1	0	1
TC ESD 2	12	14	12	14
TC ESD 11	6	0	6	0
TC ESD 9/6/3	2	0	15	0
WILCO Dept's	1	0	6	6
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TOTAL	30	22	48	28

Incident by Type

100 Fire.....	78	200 Rupture/Explosion...	0	300 EMS/Rescue	287
400 Hazardous Condition.	8	500 Service Call.....	19	600 Good Intent.	40
700 False Calls.....	12	900 Other.....	0	800 Nat. Disaster	0

Training and Events

- TCESD2 Training Field Skills Day
- TCDRS Benefit Change Webinar
- DCPE Education Hour Training
- STARFlight Rescue Drill
- TCFP DPO class
- Hiring Process Beginning

Awards and Recognition

- Capt. Beals 7yrs.
- Admin Freemyer 5yrs.



Travis County Emergency Services District No.12

Item 4.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846
Manor, Texas 78653
O: 512-272-4502 • F: 512-428-5114

Operational/Prevention Summary – January 2023

Prevention Division Activities (ESD/CoM)

Builder Developer Mtgs.	2 (2/0)	Site Visits.....	62
Reviews.	38 (29/9)	Initial Inspections	32 (20/12)
Under Review.....	2 (2/0)	Reinspection.....	6 (4/2)
Re-submittals.	22 (13/9)	Residential Inspections.....	3
Approvals / Permits Issued.	17 (9/8)	Investigation Responses.	6 (5/1)
Awaiting Response from Applicant.	8 (7/1)	Hydrant Inspections/Tests.....	3
Review Turn-Around (last 30 days).	3 days		

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MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: February 15, 2023

RE: **January 11 to February 10 Economic Development Department activity**

- Initializing permissions (with IT Dept.) and attended 2 initial training sessions for Hubspot CRM system; will include additional staff in future training.
- Pursuing legal review of draft Chapter 380 Agreement from Greenview Development on Manor Commons Phase 3 by City Attorney for submittal to Council of developer incentives request; met with developer 2/10 to discuss City's retail attraction priorities vs. incentives.
- Researched Branding Consultants per Comp Plan directive; obtaining sample RFP's to produce same for Manor.
- Set up and met with ShadowGlen Medical Tower owner and City Staff about accessing Manor Crossing through their property.
- Attended TML Legislative Webinar; attended 3 day ICSC Red River retail conference in Dallas; met with potential retail prospects, downtown consultants, Austin area brokers.
- Follow-up with all Project List prospects.
- Hosted Han's Laser Technology Group representatives and seller/buyer brokers along with local utilities reps, City Staff and facilitators at City Hall 1/20 to discuss 262 acre Drayer property contract and infrastructure needs, property development plans, and business/manufacturing operations and requirements; follow-up ongoing and 3 subsequent meeting with engineers and fee developers to assist Han's.
- Pursuing Hanwha meeting with decision maker from Korea to potentially purchase 52 acres from Zalaram next to Manor Commercial Park and annex; obtained EIA Data Sheet, awaiting land contract/commitment and incentive request prior to Economic Impact Analysis.
- Attended calls and began research to plan and potentially establish a PFC to help fill Manor's housing gap; calls with 2 affordable housing developer prospects.
- Introductory lunch with 3 representatives from engineering firm Pape-Dawson, Dunlop and Moore to discuss and plan infrastructure and development opportunities.
- Transportation updates call and provided 2022 State of the City for Dr. Harvey.
- Attended TEDC's Legislative Agenda webinar and provided TEDC's lobbyist Sabrina Brown with Manor's 2023 Legislative Agenda for distribution; attended TEDC's PAC Committee Meeting.



MEMO

- Attended one City Council Meeting, one Transportation Workshop, and one City Staff Meeting.
- Attended Business Pfirst Workforce and ED Lunch in Pflugerville and discussed workforce initiatives with TWC and TIP Strategies; attended Manor Chamber of Commerce Lunch.
- Initiated meeting discussion and attended with Mayor, City Manager and Travis County Commissioner/Capital Metro Board Chair Jeff Travillion, a multifamily developer and a non-profit leader to discuss myriad issues including area growth, affordable housing, transportation thoroughfare planning, and mass transit.

**DEVELOPMENT SERVICES DEPARTMENT REPORT
PROJECT VALUATION AND FEE REPORT**

January 1-31, 2023

Description	Projects	Valuation	Fees	Detail
Commercial New	1	\$2,600,000.00	\$32,016.55	The Lexington at West Boyce
Commercial Sign	2	\$8,800.00	\$284.00	
Educational Addition	1	\$0.00	\$25,409.60	Manor Senior High - Multi-Purpose
Residential Accessory	3	\$11,200.00	\$321.00	
Residential Deck/Patio	1	\$1,500.00	\$167.00	
Residential Electrical	5	\$111,214.00	\$690.00	
Residential Foundation Repair	7	\$17,831.00	\$679.00	
Residential Irrigation	133	\$240,581.50	\$14,231.00	
Residential Mechanical-HVAC	1	\$13,102.00	\$107.00	
Residential New	65	\$20,448,379.30	\$623,794.60	
Residential Plumbing	3	\$8,200.00	\$321.00	
Residential Remodel/Repair	1	\$300,000.00	\$1,670.80	
Right of Way	1	\$0.00	\$302.00	
Temporary Sign	1	\$0.00	\$35.00	
Totals	225	\$23,760,807.80	\$700,028.55	

Total Certificate of Occupancies Issued: 69

Total Inspections(Comm & Res): 1,560

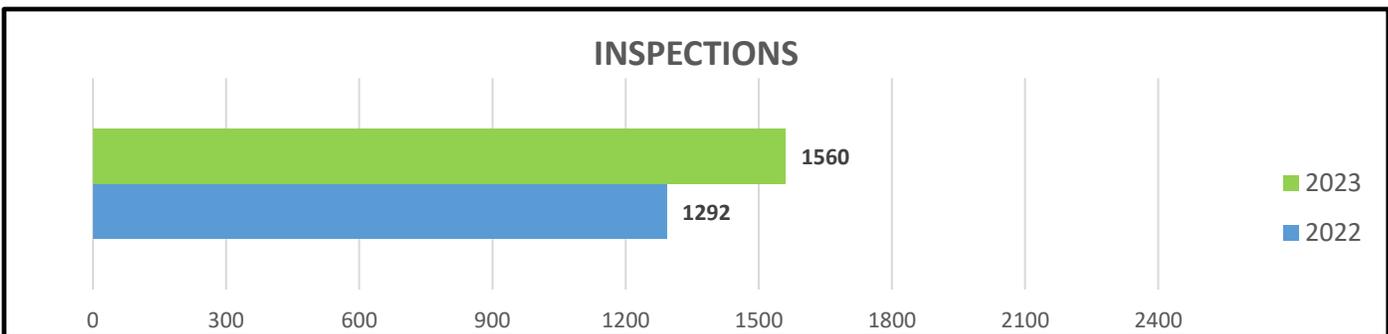
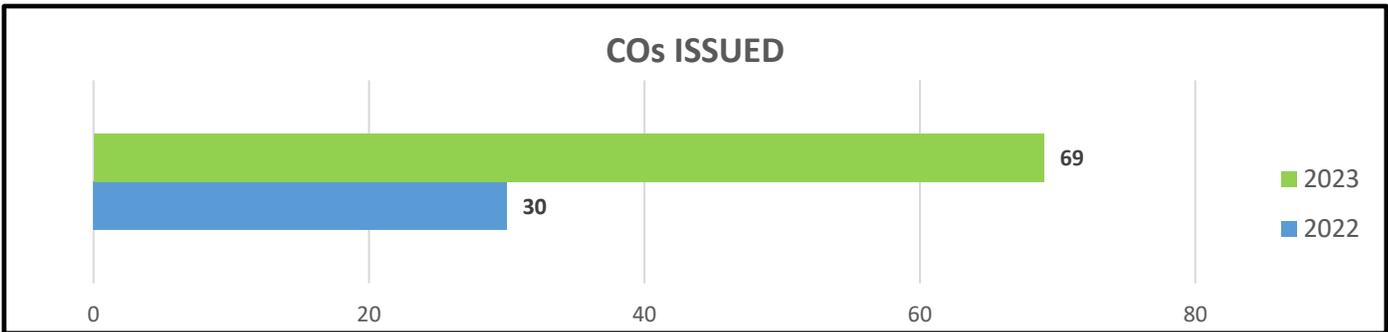
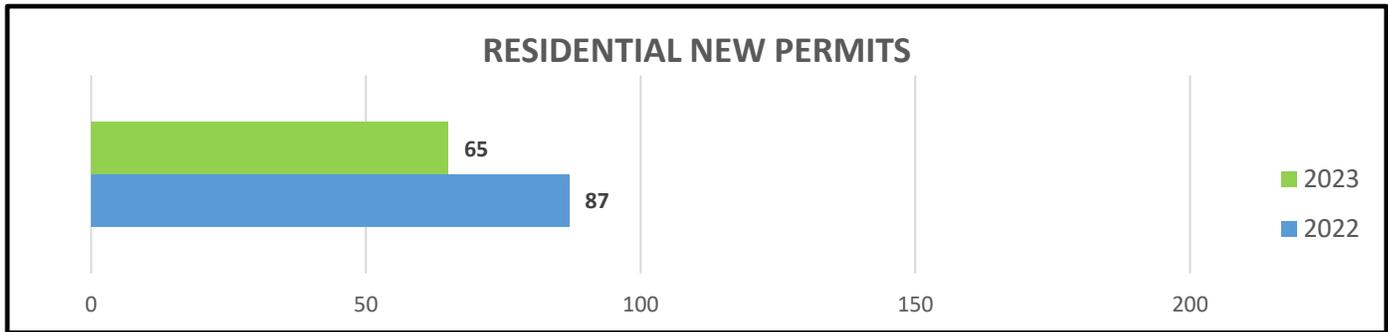
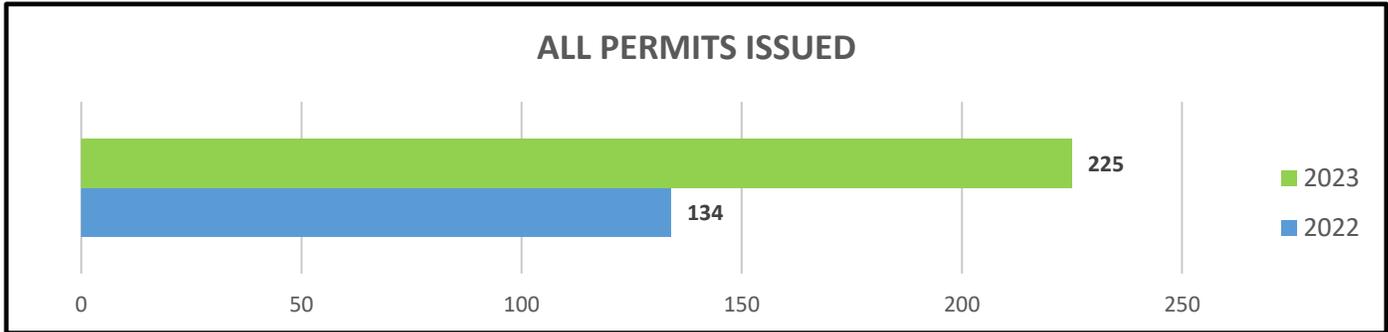
Scott Dunlop, Development Services Director





January 2023

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
 From: Debbie Charbonneau, Heritage & Tourism Manager
 Date: February 15, 2023
 RE: **January & February 2023**

COMMUNITY MEETINGS

- Chamber of Commerce Board Meeting – Monday, January 9, 2023
- Chamber of Commerce January Monthly Membership Meeting – Thursday, January 12, 2023
- Chamber of Commerce Executive Board Meeting – Monday, February 6, 2023
- Chamber of Commerce Board Meeting – Monday, February 6, 2023
- Chamber of Commerce February Monthly Membership Meeting – Thursday, February 9, 2023
- City Council Workshop – Wednesday, January 25, 2023
- City Council State of the City – Monday, February 6, 2023
- City Council Meeting – Wednesday, February 15, 2023
- 150th After Event Meeting – Wednesday, January 11, 2023
- MLK Walk & Event Planning Meeting – Thursday, January 5, 2023
- ManorPalooza Planning Meeting – Friday, January 6, 2023
- Keep Manor Beautiful Meeting, Monday, January 23, 2023
- Small Business Coffee – Wednesday, January 25, 2023
- Texas Downtown Association Meeting – Tuesday, February 7, 2023

BUSINESS CONTACTS/VISITS

I made twenty 30 business contacts/visits for the months of January & February 2023.

EVENTS

SMALL BUSINESS COFFEE – WEDNESDAY, JANUARY 25, 2023

I held the Small Business Coffee and the presentation was on the Rental Assistance Program. It is a program that small brick and mortar businesses can apply for. If a small brick and mortar business is interested in the program, they can set up an appointment to meet with me regarding the application and guidelines.



MEMO

MANOR ARTISANS MARKET – JANUARY 15, 2023 & FEBRUARY 19, 2023

The Market will be located at Timmermann Park. Please join them the 3rd Sunday of each month and support local artisans from 11:00am – 2:00pm.

MANOR COMMUNITY FARMER’S MARKET

The Market is located at Shadow Glen Club House. Please join them every Wednesday from 4:00pm – 7:00pm and support your local small businesses.

MLK DAY WALK & EVENT– The event was held on Monday, January 16, 2023 in Timmermann Park from 11:00am – 1:00pm and was a success. Thank you to everyone who worked on the event.

OTHER DUTIES

Qwally Meeting – Wednesday, January 11, 2023

2022 Update:

There were 451 total uses on the site.

There were 1,743 total views, which includes all page views.

The average user viewed approximately 4 pages each.

The most engaged uses (people who spent the most time on the site), were those that built their profiles. There were 24 users in this cohort. They represented the businesses receiving the most value from the product.

There were 70 total users that return multiples times to the site. They also represented highly engaged users.

The majority of the traffic comes from individuals that have bookmarked the site or typed in the URL directly into their browsers. 441 sessions from 251 unique users happened through this method.

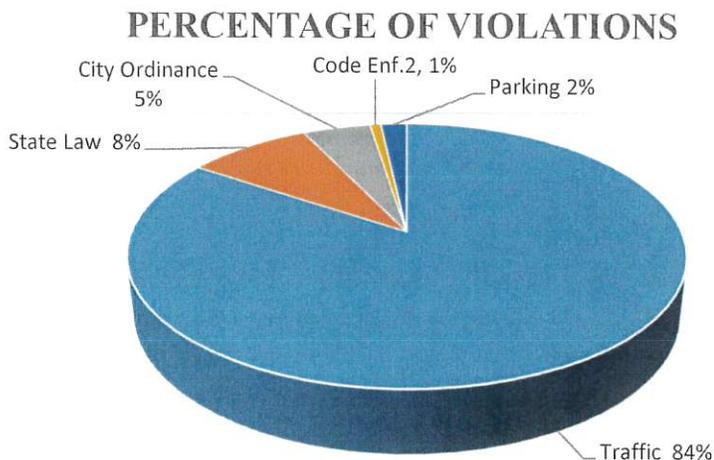
188 sessions from 128 users found the site through organic search, which means they googled something and clicked on our site.



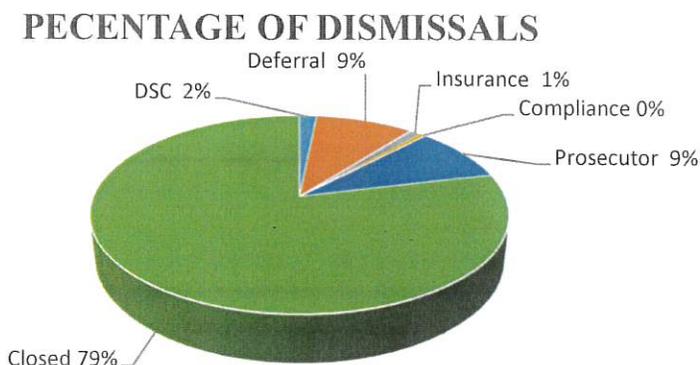
MEMO

City of Manor Municipal Court JANUARY 2023

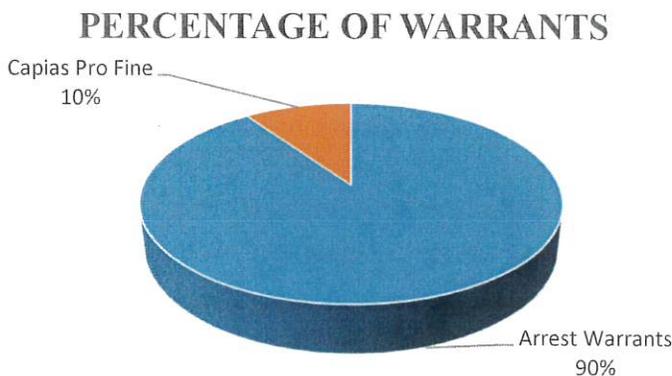
Violations Filed	Jan-23	Jan-22
Traffic	235	206
State Law	24	22
City Ordinance	13	3
Code Enforcement	2	0
Parking	5	2
Total	279	233



Dismissals	Jan-23	Jan-22
DSC	3	5
Deferral	17	11
Insurance	2	2
Compliance	1	2
Prosecutor	17	37
Closed	149	188
Total	189	245



Warrants	Jan-23	Jan-22
Arrest Warrants	65	92
Capias Pro Fine	7	15
Total	72	107



Money Collected in January 2023

Kept By City	\$27,270.69
kept By State	\$10,678.49
Total	\$37,949.18

Money Collected in January 2022

Kept By City	\$36,193.01
Kept By State	\$13,003.33
Total	\$49,196.34



MEMO

To: Mayor and City Council Members
From: Matt Woodard, Director of Public Works
Date: February 15, 2023
RE: **January Monthly Report**

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

In January, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily and the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

Water Production & Purchase

In January, 15% of the water we supplied to our residents was from our wells, and purchased 85 % from EPCOR and Manville WSC.

Population

City of Manor- 19,620

Shadowglen- 7,115

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT

February 1 st , 2023 PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Cottonwood Creek Wastewater Collection System Improvements Project 14621 – Addendum #49	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	The Lift Station startup was on 12/7/2022. Successful Genset start- up and load banking testing on 1/26/23. The contractor is working on the punch list items. Investigate MH coating that is peeling off.	99%
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12” gravity wastewater main	Reviewing proposed mitigation to correct issues on Bastrop.	99%
CIP W-15 FM973 WL 14757 - SOW No. 2	12” Water Line from downtown to Manor Commons area	Final pay application under review. Waiting for closeout documentation from the contractor.	99%
Pavement Management Program 14843 - SOW No. 3	Pavement Assessment and Management Program	GBA has completed driving the roads. QA for the next two weeks and data will be processed and in the system by May. Pauline will provide Matt with a rolling 5-year list for future repairs once the data is analyzed and street rankings are updated.	Reviewing field data

February 1st, 2023 PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin	Conducted a meeting on site on 1/11/23 with the contractor. An easement purchase agreement has been acquired. Reviewing change orders and pump and haul invoices. Field notes received.	Construction Phase
Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Analysis of the alternate routes is in progress, conducting preliminary engineering report and final OPC.	Construction Documents
Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	Plans should be ready for bids by mid- February. Waiting on SCADA information.	Working on Construction documents.
FM 973 and US 290 Water Lines, CIP W-15 & W-16 15110.01 - SOW No. 10	Water line extensions along FM973 and US 290	Working on preliminary engineering layout. Pauline will coordinate a meeting with City Staff to go over the proposed layout. Alignment is being adjusted per information provided by Manville WSC.	Preliminary Engineering
Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth	Letter of recommendation sent to City. Working on contract.	Bidding
FY 2021 Paving Improvements Project 15125 - SOW No. 11	Capital Metro BGA and City-Funded paving improvements	Working on preparing the final change order to close out the project.	Under construction.
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Incorporate 600 LUEs from the Lanzola developer to the design, Plan & memo under internal review	Preliminary Engineering

February 1st, 2023 PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Cottonwood Creek WWTP Phase II Expansion 15130 - SOW No. 9	Developer-funded expansion of the plant	Finish preliminary design. Working on incorporating additions from Phase 1 walk-through (bathroom, walkway, etc.). Tentative schedule: 60% plans – 4/1/23 95% plans – 5/15/23 Bid documents – 6/15/23	Working on Construction Documents
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	Follow up with Grant Services. Sent out application package to the City review last Thursday 01/26/2023. Checked sent out to TCEQ on last Thursday 01/26/2023. Waiting for Raymond for the lab results for the permit application.	Preliminary Engineering
210 Reuse Authorization Application 15284 - SOW No. 17	Application for reclaimed water authorization for the Cottonwood Creek WWTP as part of the Lease/Purchase Contract	Application amended to include additional uses, per City Staff request. Received TCEQ’s comments. Matt has signed the notification of the written approval document	Application Submitted, Under Review
Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Contract approved at September 7 Council Meeting. Major Goals: Develop & calibrate sewer model; Use a model to estimate timing & location of capacity needs; Develop & choose improvement alternatives to address capacity needs	Complete: Survey of MHs & lift stations to be modeled In progress: QC of survey data Upcoming: Data Collection & Existing Conditions Summary TM Future flow projections Model setup	Study Phase
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	Pauline will schedule a meeting with Matt Woodard to go over the project scope. Working on distribution system water model. Adding demands to the water model. Gathered all fire flow data to calibrate the water model.	Study Phase

February 1st, 2023 PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Contract approved at September 7 Council Meeting.	At the next meeting, population growth and CIP projects will be discussed. Will begin working on the land use map for Roadway Impact Fees.	The next meeting is on February 8, 2023.
Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	Working on lot layout.	Preliminary engineering.
2023 Sanitary Sewer Evaluation Study 15333 - SOW No. 22	Contract approved at September 7 Council Meeting.	Tunnel Vision has completed the heavy cleaning! They sent us the final data on Monday, 1/30. As soon as we have the data we will review and incorporate into report. Is the City interested in having them clean the two lift stations in the project area? They estimate it would take 1-2 days per station.	Study Phase
FY2022 Bond-Funded Water, Wastewater, and Roadway Improvement Project XXXXX - SOW No. 23	Contract approved at September 7 Council Meeting.	The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements. Hill lane – construct entrada entrance first, update on a drainage easement location for outfall	Working on preliminary layout for FM 973 Waterline.

Streets and Parks Monthly Report January 2023

Streets Maintenance

Worked Ice event.

Fixed down stop sign at Wedding Dr & Carillon Way, N. Burnet St & E. Wheeler, N Bastrop St. & Brenham St, Tower Rd & Samuel welch Way.

Crack sealed Maxa Dr and Constellation Dr.

Pothole repairs on Abrahamson, Volker, Johnson, Rd, Sun crest Rd, W. Brenham St, Gregg Manor Rd., Lampasas St, E. Carrie Manor.

Installed a 4-way STOP at S. Burnet St and E. Carrie Manor St.

Painted STOP bars at S. Burnet St & E. Carrie Manor St, E. Carrie Manor St & S. Lampasas St.

Replaced speed bumps on Lexington St near golf course.

Took down and stored Christmas lights and decorations.

Parks/Streets Maintenance

Trimmed trees @ Bell Farms Park to install shade structure.

Worked MLK event.

Completed employee required MS4 training per TCEQ.

Shade structures installed at Carriage Hills Park, Bell Farms Park, Greenbury Park and added Swing set.

Cut down dead trees and chipped them at the Cemetery.

Raised irrigation boxes in Timmermann Park.

Mowed and weed eated Cemetery.

Weekly table setups and take downs at city hall as requested.

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

Weekly irrigation checks.

Playground and play scape monthly safety checks.

Scheduled weekly Park mowing maintenance completed.

Parks/Streets Maintenance - Continued

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds @ park facilities completed.

Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty.

-798 locations inspected.

-3 MS4 reports submitted this month as required by TCEQ.



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

Presidential Heights Phase 6 – homes are being built.

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

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

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

Stonewater North Phase 2- 2 years walkthrough has been done, contractor in process of repair. April 2021 still waiting.

Manor Heights – Phase I Sec. 1 – homes are being built.

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

Manor Heights Phase 1 Sec 1 – 2-year walkthrough has been done.

Manor Heights – Phase I Sec. 2 – 1 year walkthrough has been done.

Manor Heights – Phase II Sec. 1- homes are being built. 1B & 2B Contractor in building process.

Manor Heights – Phase III Sec. 1- ready to build homes.

Manor Heights Phase III Sec. 2 – ready to build homes.

Manor Heights Phase 4 – Development process.

LA Mexicana – about to start Development process.

North Forest Office Building – Development process.

Manor New Tech – Development process

Manor Crossing (Butler Tract)

Manor Commons wastewater and water improvements in process.

Logos Phase 3- waiting on homes to be built.

Logos Phase 4 homes are being built.

Logos Phase 5 waiting to build houses.

Logos Phase 5 walkthrough has been completed.

Lagos Phase 2- homes are being built.

Shadowglen Phase 2 Sec 22 & 23A walkthrough punch list. September 2021 still waiting.

Shadowglen Phase 2 Sec 25 & 26 1-year walkthoug punch list September 2022.

Shadowglen Phase 2 Sec 27A & 27B walkthrough punch list September 2021 still waiting.

Shadowglen Phase 2 Sec 17 2-year walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

Shadowglen Phase 2 Sec 21A & 21B walkthrough punch list. January 2022 still waiting.

Palomino Subdivision - development process.

Presidential Glen Commercial WW – in development process.

Cemetery Report

January 5, 2023- Survey and monitor the cemetery.

January 6, 2023 – Met with Lance and discussed cleaning the gulley section.

January 9, 2023 - Survey and monitor the cemetery.

Cemetery Report - Continued

January 16, 2023 - Survey and monitor the cemetery.

January 19, 2023

Survey and monitor the cemetery.

Discussed a process for marking sunken graves with dirt. Graves will be marked and once a month, Lance's crew will fill with dirt.

January 20 – Met with Knippa Cemetery Services for Scott Clark's grave site digging.

January 23 – Monitored funeral services for Scott Clark at 2:00 pm. Directed digger to relocate the dirt overage to gully section.

Met with Matt to discuss duties.

January 27, 2023 - Survey and monitor the cemetery.

WATER/ WASTEWATER MONTHLY REPORT JANUARY

WASTEWATER	TASK COMPLETED
SERVICE CALLS	7
MANHOLES REPAIRED	2
SEWER BACKUPS	7
NUMBER OF LINES FILMED	0
TAPS	2
LINES REPAIRED	0
LINES LOCATED	1
LINES CLEANED	0
MANHOLES CLEANED	0
CLEANOUTS REPAIRED	3
WATER	TASK COMPLETED
SERVICE CALLS	31
WATER LEAKS SERVICE LEAKS	0
CUSTOMER LEAKS	16
WATER MAIN REPAIRS	1
NEW SERVICE TAPS	2
HYDRANT MAINTENANCE	1
HYDRANT FLUSHED	47
HYDRANT REPAIR/REPLACED	0
ISOLATION VALVE MAINTENANCE	0
ANGLE STOPS REPLACED	2
LINES LOCATED	1
MANVILLE BROWN WATER	2
BROWN WATER	5
WATER PRESSURE/ FROZEN CUSTOMER PIPES	2
WATER TURN ON/OFF	4
BAC T SAMPLES	10
METER BOX	1

WATER/ WASTEWATER MONTHLY REPORT JANUARY

<i>INSPECTIONS WATER/ WASTEWATER</i>	<i>TASK COMPLETED</i>
SITES INSPECTED	165
MANHOLES INSPECTED	8
WASTEWATER LINES	7/2000FEET
MANDRELS	6/2,500 FEET
WATER PRESSURE TESTED	6,433 FEET
CONSTRUCTION METER DISCONNECT	1
CONSTRUCTION BAC T/FLUSHING	8/156,495GAL



MEMO

To: Mayor and City Council Members
 From: Tracey Vasquez, Human Resources Manager
 Date: February 15, 2023
 RE: **January 2023**

Meetings and Events:

MLK March and Performance

January 12, 2023, Meeting with Mayor Pro-tem Emily Hill
 January 13, 2023, Meeting with Mayor Pro-tem Emily Hill
 January 16, 2023, Event

City Council Meeting

January 18, 2023

HR Workshop Roundtable Meeting

January 12, 2023
 January 26, 2023

Staff Meetings

January 10, 2023
 January 24, 2023

Black History Month Committee Meeting

January 18, 2023

Manorpalooza Meetings

January 6, 2023

Small Business Coffee

January 25, 2023



MEMO

January 2023

- HR participated in the MLK March and Performance with assuming chair role after the Tourism's Manager needed to leave due to personal reasons; The Human Resources department assisted Mayor Pro-tem Emily Hill in her efforts to putting on a great, first time MLK event.
- Attended to the Manor Summary of Market stance regarding the continued compensation study with McGrath Human Resource Group.
- Conducted a special meeting with the Public Works Director, Matt Woodard, as Matt was not on board with the City at the time of initial meeting with McGrath.
- Met with outside financial business, Capital Advisors.
- In house toll road training with the Police Administration for maintenance of fleet Non-Revenue accounts.
- Met with Mission Square via webinar regarding market monitor quarterly for plan sponsors.
- Interviewed qualified individual for the IT Technician position in the Information Technology Department.
- Interviewed two qualified individuals for the Associate Judge position in the Court Department.
- On boarding of qualified new hire for the position of Permit Technician in the Development Services Department.
- Participated in Teams Meeting with Mayor Harvey, Scott Moore, and Matthew Woodard.
- Continuing to update and revamp new policy manual for proposal.
- Day to day operations of the Human Resources department regarding property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: February 15, 2023

RE: **January Monthly Report**

The following are accomplishments from the month of December

1. Moving forward with Active Directory cleanup.
2. Reconciliation of accounts with Spectrum.
3. Evaluation move to AT&T for Internet, phones and cellular.
4. Upgraded City Council members to iPad Pros.
5. Continuing to discontinue unused and unneeded contracts and agreements.
6. Replacing WiFi Access points at City Hall, PD and Public Works to bring modernization and stability to the WiFi for city employees.
7. Implemented Mobile Device Management for all city devices. Will migrate existing devices as time allows. New devices are already being managed.
8. Got GETS/WPS access for Key personnel in the city for emergency prioritization of communications.
9. Training.



MEMO

To: Mayor and City Council Members
 From: Lluvia T. Almaraz, City Secretary
 Date: February 15, 2023
 Re: **January 2023**

City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	TOTAL
City Council Agendas	City Council meetings & workshop agendas prepared & posted in accordance with Local Government Code.	4
Council Minutes	Minutes recorded, prepared, approved, archived	4
Ordinances	Ordinances written, processed, &/or published and forward to Municode for Code Supplement	0
Resolutions	Resolutions written & processed	0
Proclamations/Recognitions	Proclamations & Recognitions, written & presented	0
Bids	Bids advertised, received, tabulated, awarded, recorded	1
Boards & Commissions appointments	Board appointments implemented & completed; appointments recorded	4
Contracts & Agreements	Contracts & Agreements approved & executed	2
Open Records Requests	Number of Open Records Requests processed (within 10 days as required)	64

MEETINGS

- Council Regular Meetings – January 4th and January 18th
- Council Workshops – January 4th and January 25th

TRAINING

- Attended TMCA Election Law Seminar in Denton, Texas – January 11-13th
- TML Region 10 Officer Webinar Training – January 31st

OTHER

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Tyler Shows, EIT
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a construction contract for the Bell Farms and Presidential Glen Lift Station Improvement Project.

BACKGROUND/SUMMARY:

Bids were publicly opened and read on January 10th, 2023, for the referenced project. The improvements consist of two wastewater lift station expansions and improvements. As reflected on the attached Bid Tabulation, five bids were received. The low bidder was JM Pipeline, LLC. The process of verifying the Contractor’s qualifications is nearing completion, pending receipt of financial reference information. Based on submitted project information and project references JM Pipeline has extensive experience with Lift Station installations, expansions, and improvements. Assuming financial references are satisfactory, an unqualified recommendation for an award could be made. Award the base bid of \$1,605,932.00 and the alternate bid items of \$125,195.00 for a total of \$1,731,127.00.

LEGAL REVIEW: Yes, Completed
FISCAL IMPACT: Yes, Funding through Capital Improvements Project #2 and #3
PRESENTATION: No
ATTACHMENTS: Yes

- Recommendation of Award
- Bid Tabulation
- Agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve and award the construction contract for the Bell Farms and Presidential Glen Lift Station Improvement project to JM Pipeline, LLC in the amount of \$1,731,127.00.

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

January 25, 2023

Honorable Dr. Christopher Harvey, Mayor
City of Manor
105 E Eggleston St
Manor, TX 78653

Re: Bell Farms and Presidential Glen Lift Station Improvements – CIP Projects #2 and #3
Letter of Award Recommendation

Dear Mayor Harvey:

Bids were publicly opened and read on January 10, 2023, for the above-referenced project. As reflected on the attached Bid Tabulation, five (5) bids were received. The lowest, responsive, responsible bidder is JM Pipeline, LLC. We have contacted this bidder and confirmed he wants the contract at the amount bid.

As a result of our evaluation, and verification of contractor references, we hereby recommend the City award a construction contract to JM Pipeline, LLC. in the amount of \$1,731,127.00 for all Base Bid and Alternate Bid work, with final amounts dependent on actual installed quantities.

We have prepared a Notice of Award for reference and an Agreement for execution by you in the event the City Council votes to follow this recommendation. Once the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within ten (10) days of the Notice to Proceed and substantially complete the project within four hundred and six (406) calendar days excluding any justified delays. Please call if you should have any questions in this regard.

Sincerely,



Rebecca Howley, P.E., CFM
RJH/s
Enclosure

PN: 15110.02

Bid Tabulation

Bid Date: January 10, 2023

Project: Bell Farms and Presidential Glen Lift Station Improvements
 Checked By: Rebecca Howley, PE

Item No.	Description	Units	Quantity	JM Pipeline, LLC		Forsythe Brothers Infrastructure, LLC		Prota, Inc		Patin Construction		Austin Engineering Co., INC	
				Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
\$ 1.0	Mobilization	LS	1.00	\$ 70,000.00	\$ 70,000.00	\$ 75,000.00	\$ 75,000.00	\$ 92,000.00	\$ 92,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00
\$ 2.0	Demolition, Removal, and Salvage	LS	1.00	\$ 35,100.00	\$ 35,100.00	\$ 100,000.00	\$ 100,000.00	\$ 74,446.00	\$ 74,446.00	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00
\$ 3.0	Asphalt Surface	SF	1,910.00	\$ 15.00	\$ 28,650.00	\$ 10.00	\$ 19,100.00	\$ 10.00	\$ 19,100.00	\$ 15.00	\$ 28,650.00	\$ 25.00	\$ 47,750.00
\$ 4.0	Ribbon Curb	LF	136.00	\$ 8.00	\$ 1,088.00	\$ 15.00	\$ 2,040.00	\$ 75.00	\$ 10,200.00	\$ 20.00	\$ 2,720.00	\$ 40.00	\$ 5,440.00
\$ 5.0	Silt Fence	LF	409.00	\$ 5.00	\$ 2,045.00	\$ 4.00	\$ 1,636.00	\$ 7.00	\$ 2,863.00	\$ 4.00	\$ 1,636.00	\$ 5.00	\$ 2,045.00
\$ 6.0	Stabilized Construction Entrance	EA	2.00	\$ 4,500.00	\$ 9,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,800.00	\$ 3,600.00	\$ 3,000.00	\$ 6,000.00
\$ 7.0	Ground Cover	SF	502.00	\$ 10.00	\$ 5,020.00	\$ 5.00	\$ 2,510.00	\$ 25.00	\$ 12,550.00	\$ 10.00	\$ 5,020.00	\$ 25.00	\$ 12,550.00
\$ 8.0	15" Pipe	LF	34.00	\$ 245.00	\$ 8,330.00	\$ 500.00	\$ 17,000.00	\$ 700.00	\$ 23,800.00	\$ 200.00	\$ 6,800.00	\$ 750.00	\$ 25,500.00
\$ 9.0	Wetwell coating	SF	1,383.50	\$ 50.00	\$ 69,175.00	\$ 125.00	\$ 172,937.50	\$ 50.00	\$ 69,175.00	\$ 35.00	\$ 48,422.50	\$ 50.00	\$ 69,175.00
\$ 10.0	Replace Hoist and Festoon System on JIB crane	EA	2.00	\$ 18,000.00	\$ 36,000.00	\$ 4,000.00	\$ 8,000.00	\$ 20,000.00	\$ 40,000.00	\$ 18,000.00	\$ 36,000.00	\$ 25,000.00	\$ 50,000.00
\$ 11.0	Sandblast and coat piping	LS	1.00	\$ 22,000.00	\$ 22,000.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 7,500.00	\$ 7,500.00	\$ 55,000.00	\$ 55,000.00
\$ 12.0	Pump and Haul	LS	1.00	\$ 2,250.00	\$ 2,250.00	\$ 75,000.00	\$ 75,000.00	\$ 100,000.00	\$ 100,000.00	\$ 25,000.00	\$ 25,000.00	\$ 65,000.00	\$ 65,000.00
\$ 13.0	Concrete	SF	112.00	\$ 30.00	\$ 3,360.00	\$ 15.00	\$ 1,680.00	\$ 25.00	\$ 2,800.00	\$ 10.00	\$ 1,120.00	\$ 75.00	\$ 8,400.00
\$ 14.0	Shelter Light	EA	2.00	\$ 900.00	\$ 1,800.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,705.00	\$ 3,410.00
\$ 15.0	LED Area Light	EA	2.00	\$ 8,608.00	\$ 17,216.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 11,000.00	\$ 22,000.00	\$ 8,250.00	\$ 16,500.00
Bell Farm Specific													
\$ 16.0	Fencecrete	LF	260.00	\$ 85.00	\$ 22,100.00	\$ 165.00	\$ 42,900.00	\$ 160.00	\$ 41,600.00	\$ 151.00	\$ 39,260.00	\$ 195.00	\$ 50,700.00
\$ 17.0	Fencecrete Gate	LF	20.00	\$ 650.00	\$ 13,000.00	\$ 500.00	\$ 10,000.00	\$ 420.00	\$ 8,400.00	\$ 455.00	\$ 9,100.00	\$ 400.00	\$ 8,000.00
\$ 18.0	10' Dia. Wet Well Expansion	LS	1.00	\$ 110,000.00	\$ 110,000.00	\$ 275,000.00	\$ 275,000.00	\$ 150,000.00	\$ 150,000.00	\$ 415,000.00	\$ 415,000.00	\$ 250,000.00	\$ 250,000.00
\$ 19.0	Surge Relief Valve	EA	1.00	\$ 26,900.00	\$ 26,900.00	\$ 25,000.00	\$ 25,000.00	\$ 21,000.00	\$ 21,000.00	\$ 35,000.00	\$ 35,000.00	\$ 18,000.00	\$ 18,000.00
\$ 20.0	6" Plug Valve	EA	1.00	\$ 4,342.00	\$ 4,342.00	\$ 4,000.00	\$ 4,000.00	\$ 2,100.00	\$ 2,100.00	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00
\$ 21.0	Replace Pump Piping and Railing System	LS	1.00	\$ 195,780.00	\$ 195,780.00	\$ 195,000.00	\$ 195,000.00	\$ 275,000.00	\$ 275,000.00	\$ 374,000.00	\$ 374,000.00	\$ 475,000.00	\$ 475,000.00
\$ 22.0	Holiday access hatch with Safety Grating	EA	1.00	\$ 14,060.00	\$ 14,060.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 25,000.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00
\$ 23.0	Replace Check Valve	EA	2.00	\$ 5,760.00	\$ 11,520.00	\$ 7,500.00	\$ 15,000.00	\$ 6,500.00	\$ 13,000.00	\$ 15,000.00	\$ 30,000.00	\$ 2,800.00	\$ 5,600.00
\$ 24.0	Odakilla Odor Control System	EA	1.00	\$ 41,540.00	\$ 41,540.00	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00	\$ 37,000.00	\$ 37,000.00	\$ 35,000.00	\$ 35,000.00
\$ 25.0	Wet Well Junction Box	EA	1.00	\$ 57,745.00	\$ 57,745.00	\$ 3,000.00	\$ 3,000.00	\$ 21,000.00	\$ 21,000.00	\$ 9,500.00	\$ 9,500.00	\$ 1,800.00	\$ 1,800.00
\$ 26.0	Replace Electrical Shelter	LS	1.00	\$ 25,220.00	\$ 25,220.00	\$ 25,000.00	\$ 25,000.00	\$ 26,000.00	\$ 26,000.00	\$ 9,500.00	\$ 9,500.00	\$ 30,000.00	\$ 30,000.00
\$ 27.0	Replace Control Panel	LS	1.00	\$ 92,315.00	\$ 92,315.00	\$ 25,000.00	\$ 25,000.00	\$ 13,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00	\$ 125,000.00	\$ 125,000.00
\$ 28.0	Replace Generator	LS	1.00	\$ 100,400.00	\$ 100,400.00	\$ 95,000.00	\$ 95,000.00	\$ 120,000.00	\$ 120,000.00	\$ 115,000.00	\$ 115,000.00	\$ 110,000.00	\$ 110,000.00
\$ 29.0	Remove SCADA Tower and Remount Antenna	LS	1.00	\$ 3,370.00	\$ 3,370.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
\$ 30.0	SCADA Allowance	LS	1.00	\$ 18,072.00	\$ 18,072.00	\$ 18,072.00	\$ 18,072.00	\$ 18,072.00	\$ 18,072.00	\$ 18,072.00	\$ 18,072.00	\$ 18,072.00	\$ 18,072.00
Presidential Glen Specific													
\$ 31.0	Wheel Stops	EA	2.00	\$ 950.00	\$ 1,900.00	\$ 75.00	\$ 150.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00
\$ 32.0	6' Dia. Wet Well Expansion	LS	1.00	\$ 80,375.00	\$ 80,375.00	\$ 203,000.00	\$ 203,000.00	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00	\$ 75,000.00	\$ 75,000.00
\$ 33.0	8" DI vent pipe with bollard	LS	1.00	\$ 14,710.00	\$ 14,710.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00
\$ 34.0	Surge Relief Valve	EA	1.00	\$ 24,445.00	\$ 24,445.00	\$ 25,000.00	\$ 25,000.00	\$ 21,000.00	\$ 21,000.00	\$ 35,000.00	\$ 35,000.00	\$ 18,500.00	\$ 18,500.00
\$ 35.0	6" Plug Valve	EA	1.00	\$ 6,032.00	\$ 6,032.00	\$ 4,000.00	\$ 4,000.00	\$ 2,100.00	\$ 2,100.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
\$ 36.0	Replace Check Valves	EA	2.00	\$ 5,175.00	\$ 10,350.00	\$ 7,500.00	\$ 15,000.00	\$ 6,500.00	\$ 13,000.00	\$ 10,000.00	\$ 20,000.00	\$ 2,800.00	\$ 5,600.00
\$ 37.0	Replace Pump Piping and Railing System	LS	1.00	\$ 174,000.00	\$ 174,000.00	\$ 140,000.00	\$ 140,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 431,000.00	\$ 431,000.00
\$ 38.0	Odakilla Odor Control System	EA	1.00	\$ 41,540.00	\$ 41,540.00	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00	\$ 37,000.00	\$ 37,000.00	\$ 35,000.00	\$ 35,000.00
\$ 39.0	ARV quick connect cap	EA	1.00	\$ 150.00	\$ 150.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 250.00	\$ 250.00
\$ 40.0	Wet Well Junction Box	EA	1.00	\$ 83,215.00	\$ 83,215.00	\$ 3,000.00	\$ 3,000.00	\$ 21,000.00	\$ 21,000.00	\$ 9,500.00	\$ 9,500.00	\$ 2,000.00	\$ 2,000.00
\$ 41.0	RADAR level Sensor	LS	1.00	\$ 7,618.00	\$ 7,618.00	\$ 2,000.00	\$ 2,000.00	\$ 13,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00
\$ 42.0	Control Panel	LS	1.00	\$ 96,000.00	\$ 96,000.00	\$ 25,000.00	\$ 25,000.00	\$ 13,000.00	\$ 13,000.00	\$ 95,000.00	\$ 95,000.00	\$ 125,000.00	\$ 125,000.00
\$ 43.0	SCADA Allowance	LS	1.00	\$ 18,199.00	\$ 18,199.00	\$ 18,199.00	\$ 18,199.00	\$ 18,199.00	\$ 18,199.00	\$ 18,199.00	\$ 18,199.00	\$ 18,199.00	\$ 18,199.00
Base Bid Total =				\$ 1,605,932		\$ 1,762,725		\$ 1,859,405		\$ 2,097,599.50		\$ 2,326,391	
Presidential Glen Lift Station Asphalt Drive Alternate Bid													
Item No.	Description	Units	Estimated Quantity	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	Asphalt Access Drive	SF	3,600.00	\$ 25.00	\$ 90,000	\$ 7.00	\$ 25,200	\$ 10.00	\$ 36,000.00	\$ 15.00	\$ 54,000.00	\$ 25.00	\$ 90,000.00
2	Ribbon Curb	LF	490.00	\$ 8.00	\$ 3,920	\$ 10.00	\$ 4,900	\$ 75.00	\$ 36,750.00	\$ 20.00	\$ 9,800.00	\$ 40.00	\$ 19,600.00
3	Fencecrete	LF	215.00	\$ 85.00	\$ 18,275	\$ 142.00	\$ 30,530	\$ 160.00	\$ 34,400.00	\$ 151.00	\$ 32,465.00	\$ 195.00	\$ 41,925.00
4	Fencecrete Gate	LF	20.00	\$ 650.00	\$ 13,000	\$ 400.00	\$ 8,000	\$ 420.00	\$ 8,400.00	\$ 455.00	\$ 9,100.00	\$ 400.00	\$ 8,000.00
Alternate Bid Total =				\$ 125,195		\$ 68,630		\$ 115,550		\$ 105,365		\$ 159,525	
Grand total =				\$ 1,731,127		\$ 1,831,355		\$ 1,974,955		\$ 2,202,964.50		\$ 2,485,916	

 = Error in bid tab calculation



1500 County Road 2
Leander, TX 78641

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

NOTICE OF AWARD

TO: JM Pipeline, LLC

PROJECT DESCRIPTION: Bell Farms and Presidential Glen Lift Station Improvements

OWNER: City of Manor

The OWNER has considered the BID submitted by you for the above-described PROJECT in response to its INVITATION TO BID and INSTRUCTIONS TO BIDDERS. You are hereby notified that your BID has been accepted for Base Bid work items in the amount of \$1,731,127.00

You are required by the INSTRUCTIONS TO BIDDERS to execute the AGREEMENT and furnish the required Contractor’s Performance BOND, Payment BOND, and Certificate(s) of INSURANCE within ten (10) days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BONDS and INSURANCE Certificate(s) within ten (10) days from the date of this NOTICE, the OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned and as a forfeiture of your BID SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 2nd day of February 2023.

OWNER: City of Manor

By: _____

Rebecca Howley, P.E., CFM
GBA, Inc.
Engineer for OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR: JM Pipeline, LLC

this the _____ day of _____, 2023.

By: _____

Title: _____

AGREEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

§

THIS AGREEMENT is made and entered into on this ____day of the month of _____, 20__, by and between the City of Manor, Texas, a home-rule city and municipal corporation with principal offices located at 105 E. Eggleston St., Manor, Texas, Travis County, Texas, (hereinafter referred to as "Owner" or the "City"), and JM Pipeline, LLC, with principal offices located at 825 Magnolia Ln., Cottonwood Shores, TX 78657 (hereinafter referred to as "Contractor").

That, for and in consideration of the mutual terms, conditions and covenants of this Agreement and the accompanying documents between Owner and Contractor and for and in consideration of payments as set forth therein, Contractor hereby agrees to commence and complete the following Project: BELL FARMS AND PRESIDENTIAL GLEN LIFT STATION IMPROVEMENTS for the CITY OF MANOR, TEXAS (hereinafter, the "Project"), consisting of furnishing all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to construct and complete the Project together with any and all extra work as described in the drawings, maps, plans, and specifications, in accordance with Instructions to Bidders, the Notices to Bidders, the General Conditions, the Special Conditions, the Bid Proposal, technical specifications, maps and plans, Performance bond, Payment bond, and other drawings and printed or written explanatory matter thereof, and the addenda thereof, all as approved by the Owner, all of which are made a part hereof, incorporated into this Agreement, and collectively evidence and constitute the entire contract (the "Contract Documents").

Contractor hereby agrees to commence Work within ten (10) calendar days following the date contained in the Notice to Proceed issued by Owner, and Contractor hereby agrees to substantially complete same within FOUR HUNDRED SIX (406) calendar days for completion of lift stations as detailed in the Contract Documents, and FOUR HUNDRED THIRTY SIX (436) calendar days for completion of all work detailed in the Contract Documents, after the date contained in the Notice to Proceed.

Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

Owner agrees to pay Contractor from available funds for satisfactory performance of this Agreement the price or prices as shown in the Bid Proposal submitted by the Contractor for the Project, which forms a part of this contract and has been approved by the Owner, in the total amount of in the total amount of One Million Seven Hundred Thirty One Thousand One Hundred Twenty Seven Dollars (\$1,731,127.00), subject to proper additions and deductions (the "Contract Amount"), all as provided in the General Conditions and Special Conditions of the Contract Documents, and Owner agrees to make payments on account thereof as provided therein. Lack of funds shall render this Agreement null and void to the extent funds are not available.

Contractor agrees that time is of the essence in this Agreement and for each calendar day of delay beyond the time established for completion of the work specified in the Contract Documents the Owner may withhold from Contractor's compensation the sum of One Thousand Dollars (\$1000.00) as stipulated damages for the delay.

Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Travis County, Texas.

This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.

To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

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

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

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

Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties"

as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

IN WITNESS WHEREOF, both parties have caused this Agreement to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated below.

OWNER

CONTRACTOR

By: _____

By: _____

Mayor, City of _____, Texas

Printed Name: _____

Printed Name: _____

Title: _____

Date Signed: _____

Date Signed: _____

ATTEST:

By: _____

City Secretary, City of _____

PERFORMANCE BOND

(Sample Form)

STATE OF TEXAS)(

COUNTY OF)(

KNOW ALL MEN BY THESE PRESENTS: That _____, of the City of _____ County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto _____ (Owner) as Obligee in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a written Agreement with the Owner, dated the _____ day of _____, 20 ____, for construction of _____ (Project) in accordance with Plans and Specifications prepared by _____, which contract is hereby referred to and made in part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly and faithfully perform said Contract and said in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Whenever Principal shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety, jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and made available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

PERFORMANCE BOND (cont'd)
(Sample Form)

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20 ____.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is _____

Bond Number: _____

PAYMENT BOND
(Sample Form)

STATE OF TEXAS)(

COUNTY OF)(

KNOW ALL MEN BY THESE PRESENTS: That _____, of the City of _____ County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto _____ (Owner), hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____) for the payment of which sum, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a written Contract with the Owner, dated the _____ day of _____, 20 ____, for construction of _____ (Project) which contract is hereby referred to and made in part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended and all liabilities on this bond to all claimants shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20 ____.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is _____

Bond Number: _____

CERTIFICATE OF INSURANCE
(Sample Form)

THIS IS TO CERTIFY THAT INSURANCE POLICY(IES) LISTED BELOW ARE ISSUED TO THE NAMED INSURED

NAME OF INSURED:

ADDRESS

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY		
				EACH OCCURANCE	AGGREGATE
<u>GENERAL LIABILITY</u> COMPREHENSIVE NONCOMPREHENSIVE PROTECTIVE LIABILITY PRODUCT/COMPLETED OPERATION CONTRACTURAL LIABILITY PERSONAL INJURY BROAD FORM P.D.			Bodily Injury	\$	\$
			Property Damage	\$	\$
			Bodily Injury and Property Damage (Combined Single Limit)	\$	\$
			Applies to Products/Completed Operations Hazard		\$ (Personal Injury)
<u>AUTOMOTIVE LIABILITY</u> COMPREHENSIVE NONCOMPREHENSIVE			Bodily Injury (Each Person)	\$	
			Bodily Injury (Each Occurrence)	\$	
			Property Damage	\$	
			Bodily Injury and Property Damage – (Combined Single Limit)	\$	
<u>EXCESS LIABILITY</u> UMBRELLA FORM			Bodily Injury and Property Damage – (Combined Single Limit)	\$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY			Statutory	\$	
AUTOMOBILE PHYSICAL DAMAGE (SPECIFY)					
OTHER					

ADDITIONAL INSURED:

NAME AND ADDRESS OF AGENCY:

Countersigned by _____
Authorized Representative

SEPARATION OF COSTS

Pursuant to the Instructions to Bidders, the proposal of the undersigned that has been submitted for performing this contract in full is hereby segregated as follows:

The amount of this bid that is charged for Skill and labor is: \$ _____

The amount of this bid that is charged for materials and tangible personal property (not less than the actual cost of such materials) is \$ _____

TOTAL \$ _____

Contractor Signature

(Note: This form to be completed only by lowest responsible bidder after he has been selected)

BELL FARMS AND PRESIDENTIAL GLEN LIFT STATION IMPROVEMENTS
CITY OF MANOR, TEXAS

GENERAL CONDITIONS OF THE AGREEMENT

1. **OWNER**: Whenever the word OWNER, City, or the expression Party of the First Part, or First Party, are used in this contract, it shall be understood as referring to the City of Manor, Texas.
2. **CONTRACTOR**: Whenever the word Contractor, or the expression Party of the Second Part, or Second Party is used, it shall be understood to mean the person, persons, co-partnership or corporation, to wit: _____ who has agreed to perform the work embraced in this contract, or to his or their legal representatives.
3. **CITY'S REPRESENTATIVE**. Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.
4. **ENGINEER**: Whenever the word Engineer is used in this contract with reference to the preparation of plans, specifications and contract documents, it shall be understood as referring to the firm of George Butler Associates, Inc., Leander, Texas, Engineer for the Owner. Whenever the word ENGINEER is used in this contract with reference to the construction of this project, it shall be understood as referring to Resident Engineer or such other ENGINEER or Inspector as may be authorized by said OWNER to act in any particular capacity.
5. **INTERPRETATION OF PHRASES**: Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and, similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable or satisfactory to the ENGINEER.

Whenever in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms or clauses defining the character of the work.

6. **PROJECT**: The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.
7. **SUBSTANTIALLY COMPLETED**: The term "Substantially Completed" or "Substantially Complete" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.
8. **WORK**: The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The Work is defined in the Plans & Specifications and Contract Documents, and must be constructed in conformance with the Plans & Specifications and the Contract Documents.
9. **CONTRACT DOCUMENTS**: The Contract Documents and their priority shall be as follows:

Special Conditions
Supplementary Conditions

General Conditions
 Plans and Technical Specifications
 Agreement
 Any instructions to Bidders and any other notices to Bidders or Contractor
 Performance bond, Payment bond, Bid bond, Special bond, and Insurance
 Contractor's Proposal

All work shall be done and all materials furnished in strict conformity with Contract Documents.

10. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE: The CONTRACTOR shall be furnished with five (5) copies of all plans, profiles and specifications without expense to him, and shall keep one copy of the same constantly accessible on the work site.
11. RIGHT OF ENTRY: The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as it may elect, for the purpose of supervising and inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.
12. QUANTITIES AND MEASUREMENTS: No extra or customary measurements of any kind will be allowed, but the actual length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.
13. LINE AND GRADE, STAKING: All layout and construction staking shall be done by the CONTRACTOR from control points shown on the drawings. All grades, forms and lines shall be approved by the OWNER'S representative before the respective work is begun.
14. ENGINEER AND INSPECTION: It is agreed by the CONTRACTOR that the OWNER shall be and is hereby authorized to appoint from time to time such ENGINEERS and Inspectors as the said OWNER may deem proper, to inspect the material furnished and the work done under this Agreement, and to see that the said material is furnished, and said work is done in accordance with the specifications therefor. The CONTRACTOR shall furnish all reasonable aid and assistance required by the ENGINEERS or Inspectors for the proper inspection and examination of the work and all parts of the same. The CONTRACTOR shall furnish all reasonable aid and assistance required by the ENGINEER or Inspectors as appointed, when the same are consistent with the obligations of this Agreement and the accompanying specifications provided, however, should the CONTRACTOR object to any order by any subordinate ENGINEER or inspector, the CONTRACTOR may within six (6) days make written appeal to the ENGINEER for his decision.
15. DISCREPANCIES AND OMISSIONS: It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the plans and specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the contract, specifications or plans, the ENGINEER shall define which is intended to apply to the work.
16. ADEQUACY OF DESIGN: It is understood that the OWNER has selected the ENGINEER named in this Agreement to prepare the plans and specifications, and all Supplements thereto; and agreed that the OWNER will be responsible for the adequacy of the design, sufficiency of the plans and specifications, and the safety of the structure, provided the CONTRACTOR has complied with said plans and specifications, all modifications thereof, and additions and alterations thereto, approved by the ENGINEER. The burden of proof shall be upon the CONTRACTOR to show that he has complied with this contract, said plans, specifications, and all modifications thereof, and all additions and alterations thereto.
17. LOSSES FROM NATURAL CAUSES: All loss or damage arising out of the nature of work to be done, or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or

from unusual obstructions or difficulties which may be encountered in the prosecution of the work shall be sustained and borne by the CONTRACTOR at his own cost and expense.

18. **ESTIMATED QUANTITIES:** This agreement, including the specifications, plans and estimates, is intended to show clearly all work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract at unit prices are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any "Major Item" should become as much as 25% more than, or 25% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration of the unit price for the work.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5%) percent of the total contract cost, computed on the basis of the final Contract Price.

19. **CHANGES AND ALTERATIONS:** The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided in Paragraph 20 below.

20. **EXTRA WORK:** The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S PROPOSAL, except as provided under Changes and Alterations in Paragraph 19 herein above.

It is agreed that the CONTRACTOR shall perform all extra work when presented with a Written Work Order signed by the ENGINEER; subject, however, to the right of the CONTRACTOR to require a written confirmation to pay the CONTRACTOR for performing said Extra Work. The cost for Extra Work shall be determined by Method (A) - By agreed unit prices; or Method (B) - By agreed lump sum; or Method (C) the "actual field cost" of the work, plus fifteen (15) percent, if neither Method (A) nor Method (B) be commenced.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, if the kind of equipment or machinery be not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, and other

payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workman's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by the CONTRACTOR.

Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 90 percentage of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) percent of the "actual field cost" to be paid the CONTRACTOR shall compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost".

No claim for Extra Work of any kind will be allowed unless ordered in writing by the OWNER. Notice is hereby given that all change orders must be executed in writing before the work is started; any extra work performed otherwise will be at the CONTRACTOR'S risk. In case any orders or instructions, whether oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and the OWNER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

21. PRELIMINARY APPROVAL: No ENGINEER, supervisor or inspector shall have any power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of any ENGINEER, supervisor or inspector to condemn any defective work or material shall release the CONTRACTOR from his obligations to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work, or material; provided, however that the OWNER, his assistant or inspector, shall upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the OWNER, his assistant or inspector, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR; otherwise the expense thus incurred shall be allowed as Extra Work, and shall be paid for by the OWNER.

22. DEFECTS AND THEIR REMEDIES: It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and re-build or otherwise remedy such work so that it shall be in full accordance with this contract.
23. TIME AND ORDER OF COMPLETION: It is the meaning and intent of this contract, except as otherwise provided for in the Supplementary and Special Conditions and Technical Specifications, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction, provided however, that the order and time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, plans and specifications and within the time of completion hereafter designated; provided, also, that when the OWNER is having other work

done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR further agrees that he will commence work within **ten (10)** days after the date of the written Notice to Proceed, and will progress therewith so that the work shall be substantially completed in accordance with the terms of the Contract Documents.

24. **EXTENSION OF TIME:** Should the CONTRACTOR be unduly delayed in the completion of the work by any cause which the ENGINEER shall decide justifies the delay, then an extension of time will be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER; provided, however, that the CONTRACTOR shall give the ENGINEER notice in writing within ten (10) days of the cause of such delay.
25. **HINDRANCES AND DELAYS:** No charge shall be made by the CONTRACTOR for hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion or the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stopping of said work shall be paid by the OWNER to the CONTRACTOR.
26. **PRICE FOR WORK:** In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and the delivery of all material embraced in this contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract; and the CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement, the attached specifications and requirements of the ENGINEER.
27. **PARTIAL PAYMENT:** The CONTRACTOR shall submit a written statement showing as completely as practicable the total value of the work he has accomplished up to and including the last day of the preceding month (said statement shall include the value of all sound materials delivered to the job site and for which invoices are furnished to the ENGINEER on or before the third day of each month). The ENGINEER shall then prepare a statement for partial payment to the CONTRACTOR and submit the statement to the OWNER on or before the tenth day of each month. The OWNER shall then pay the CONTRACTOR on or before the 25th day of the current month the total amount of the ENGINEER'S statement (provided the CONTRACTOR has timely submitted his statement to the ENGINEER) less **five (5) percent** of the amount thereof, which **five** percent shall be retained until final payment, and further less all previous payments, and further less all further sums that may be retained by the OWNER under the terms of this Agreement and the other Contract Documents. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occur due to no fault or neglect on the part of the CONTRACTOR, the OWNER may - upon written recommendation of the ENGINEER - pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR; or, the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work, and thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated in paragraph 26 hereof.
28. **FINAL COMPLETION AND ACCEPTANCE:** Within fifteen (15) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work is found to be completed in accordance with the Plans and Specifications, the OWNER will issue to the CONTRACTOR a Certificate of Completion.
29. **FINAL PAYMENT:** Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the

CONTRACTOR on or before the 30th day after the date of the Certificate of Completion the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR.

30. DELAYED PAYMENTS: Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, or should the ENGINEER fail to issue any statement on or before the date above provided, then the OWNER shall pay to the CONTRACTOR in addition to the sum shown as due by such statement, interest thereon at the rate of ten (10) percent per annum from date due as provided in Paragraphs 27 and 29, until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment.
31. ENGINEER'S AUTHORITY AND DUTY: The ENGINEER shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The ENGINEER'S estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the ENGINEER shall be a condition precedent to the right of the CONTRACTOR to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The ENGINEER shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the CONTRACTOR UNDER THIS CONTRACT AND OTHER Contractors performing work for the OWNER shall be adjusted and determined by the ENGINEER.

32. CONTRACTOR'S DUTY: The CONTRACTOR shall give personal attention to the faithful prosecution and completion of this work and shall be present either in person or by duly authorized representative on the site of the work continually during its progress. He shall maintain an office on or adjacent to the site of the work.
33. CONTRACTOR'S AGENT: The CONTRACTOR during his absence from the work shall keep a competent superintendent or manager upon the work, fully authorized to act for him in his absence, and to receive such orders as may be given for the proper continuance of the work. Notice to do any work, to alter work, to cease work which the CONTRACTOR is obligated to do, or concerning any imperfections in work or any material furnished when given to the superintendent or manager of the CONTRACTOR in charge of any operation of the work in the absence of the CONTRACTOR, provided any notice given under this paragraph shall be in writing.
34. CHARACTER OF WORKERS: The CONTRACTOR agrees to employ only orderly, competent and skillful workers to do the work; and that whenever the ENGINEER shall inform him in writing that any workers on the site are, in his opinion, incompetent, unfaithful or disorderly, such workers shall be discharged from the work and shall not again be employed on the same without the OWNER'S written consent.
35. CONSTRUCTION PLANT: The CONTRACTOR shall provide all labor, tools, equipment, machinery and material necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that the OWNER shall furnish the same, and it is also understood that the OWNER shall not be held responsible for the care, preservation, conservation, or protection of any material, tools, or machinery or any part of the work until it is finally completed and accepted. It should also be understood that the OWNER will not loan plant tools or equipment to the CONTRACTOR.
36. RIGHT OF ENGINEER TO MODIFY METHODS AND EQUIPMENT: If at any time the methods or equipment used by the CONTRACTOR are found to be inadequate to secure the quality of work or the rate of progress required under this contract, the ENGINEER may order the CONTRACTOR in writing to increase their safety or improve their character and efficiency, and the CONTRACTOR shall comply with

such order. If at any time the working force of the CONTRACTOR is inadequate for securing the progress herein specified, the CONTRACTOR shall, if so ordered in writing increase his force or equipment, or both to such an extent as to give reasonable assurance of compliance with the schedule of progress.

37. SANITATION: Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be installed and maintained by the CONTRACTOR in such a manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.
38. CONTRACTOR'S BUILDINGS: The building of structure or other forms of protection will be permitted only at such places as the OWNER shall approve and the sanitary conditions of the grounds on or about such structures shall at all times be maintained in a manner satisfactory to the OWNER.
39. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC: CONTRACTOR assumes the sole responsibility for the safety and protection of the premises, adjoining property, employees, pedestrians, vehicles, vehicle operators, and other persons and shall provide and maintain suitable signs, barricades and at night shall also maintain warning lights, as will effectively warn pedestrians and vehicular traffic of any obstruction and safeguard the public and the work from injury or damage.

The CONTRACTOR shall be liable for and shall indemnify and save harmless the ENGINEER, The OWNER, its agents and employees from any and all claims for damages on account of his failure to fully protect the premises, vehicular traffic, all adjoining property, employees and other persons.

40. PROTECTION OF ADJOINING PROPERTY: The CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered and which might be injured or seriously affected by any process of construction, to be undertaken by this agreement, from any damages or injury by reason of said process or construction.

The CONTRACTOR shall be liable for and shall indemnify and save harmless the OWNER, its agents and employees from any and all claims for damages on account of his failure to fully protect the premises, all adjoining property, employees and other persons.

41. PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES: The CONTRACTOR agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails to do so, then the OWNER may at the option of the CONTRACTOR either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his SURETY.
42. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION: The CONTRACTOR shall protect and save harmless the OWNER from all and every demand for damages, royalties or fees on any patented invention used by him in connection with the work done or material furnished under this contract; provided, however, that if any patented material, machinery, appliance or invention is clearly specified in this contract, then, and in that event, the cost of procuring the rights of use and the legal release or indemnity shall be borne and paid by the OWNER, direct, unless such cost is determined and directed to be included in the bid price at the time the proposal is submitted.

43. LAWS AND ORDINANCES: The CONTRACTOR shall at all times observe and comply with all Federal, State and Local laws, ordinances and regulations, which in any manner affect the contract of the work, shall be responsible for obtaining all necessary permits such as building, plumbing, fire, tree, creek and etc. as required for the work, and shall indemnify and save harmless the OWNER against any claim arising from the violation of any such laws and ordinances, whether by the CONTRACTOR or his employees. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which, the OWNER may enter into contract, shall be controlling, and shall be considered as part of this Contract, to the same effect as though embodied herein.
44. LIQUIDATED DAMAGES FOR DELAY: And the CONTRACTOR agrees that time is of the essence of this contract, and that for each day of delay beyond the date stated in the Proposal for the completion of the work herein specified and contracted for, the OWNER may withhold permanently from the CONTRACTOR'S total compensation the sum or amount stated in the Proposal and Supplementary Conditions as stipulated liquidated damages for such delay.
45. ASSIGNMENT AND SUBLETTING: The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, nor sublet said contract without the written consent of the OWNER, and that no part or feature of the work will be sublet to anyone objectionable to the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.
46. ABANDONMENT BY CONTRACTOR: In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with this Contract, or with this Agreement, or with the Specifications hereto attached, then, and in that case, the Surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the SURETY on the construction bond, or another contractor, in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor, (except when used in connection with Extra Work, where credit shall be allowed as provided for under paragraph 20, Extra Work); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

- a) The OWNER may thereupon employ such force of workers and use of machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and the expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under any provision of the Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same has been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his SURETY shall pay the amount of such expenses to the OWNER: or

- b) The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having a general circulation in the area of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the SURETY shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than what would have been the SURETY shall be credited therewith.

When the work shall have been substantially completed, the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 28 herein above, shall be issued. A complete itemized statement of the contract accounts, certified to and by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from which sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper Owners.

47. ABANDONMENT BY OWNER: In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the ground that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR, under the terms of this Agreement.
48. BOND: It is further agreed by the parties to this contract that the CONTRACTOR will execute bonds as provided for in the provisions of the Supplementary General Conditions for the satisfactory performance of the work in accordance with this contract in the form provided for this purpose, and it is agreed that this contract shall not be in effect until such bonds are furnished to and approved by the OWNER.

49. TIME OF FILING CLAIMS: It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within a reasonable time after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exceptions. The ENGINEER shall reply to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER'S decision, such appeal shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

BELL FARMS AND PRESIDENTIAL GLEN LIFT STATION IMPROVEMENTS
CITY OF MANOR, TEXAS

SUPPLEMENTARY CONDITIONS TO THE AGREEMENT

The Supplementary Conditions are in addition to and do not void any portions of the General Conditions of the Agreement or other parts of the Contract Documents; however, wherever there is a direct conflict in meaning, these Supplementary Conditions take precedence.

1. WORK SCOPE: The facilities and services to be provided under this contract include the following:

1. Lift station construction/upgrades;
2. Other appurtenant work.

It is understood that except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

2. WORK TO BE PERFORMED BY OTHERS: The OWNER reserves the right to accomplish separate or similar work on the project, in a manner that does not impede the progress or quality of work to be performed by the CONTRACTOR. CONTRACTOR shall cooperate with OWNER's staff or other contractors on the site to produce a completed facility.

3. LAND FOR CONSTRUCTION PURPOSES: The CONTRACTOR is responsible for securing land for construction purposes. The CONTRACTOR will be permitted to use available space belonging to the OWNER, on or near the site of the work, for construction purposes and for the storage of materials and equipment. The location and extent of the areas so used shall be approved by the OWNER. The CONTRACTOR will be responsible for the restoration of any space used for construction purposes.

It shall be clearly understood that the responsibility for the protection and safekeeping of equipment and materials on the site will be entirely that of the CONTRACTOR and that no claim shall be made against the OWNER by reason of any act of another contractor, an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the CONTRACTOR owning or responsible for the stored materials or equipment shall immediately move same. No materials or equipment shall be placed upon the property of the OWNER until the OWNER has approved the location contemplated by the CONTRACTOR to be used for storage.

4. USE OF PREMISES AND REMOVAL OF DEBRIS: The CONTRACTOR expressly undertakes at his own expense:

- a) To take every precaution against injuries to persons or damage to property;
- b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or other contractors;
- c) To clean up frequently and remove all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat orderly and workmanlike appearance;
- d) Before final payment to remove all surplus materials, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and put the site in neat, orderly condition. Spoil disposal must be at an approved site.

5. SAFETY CONDITIONS: Every reasonable and proper precaution shall be taken by the CONTRACTOR to

insure the safety of the work and employed personnel, the public and adjacent property whether publicly or privately owned. To protect persons from injury and to avoid property damage, barricades, signs, lanterns or lights and guards, as required, shall be placed and maintained by the CONTRACTOR at the site and site access during the progress of the construction. Rules and Regulations governing "Occupational Safety and Health Standards" as published by the Occupational Safety and Health Administration (OSHA), shall be observed for all operations and all work performed under this contract. If Trench and Excavation Safety requirements apply to this project, those requirements are the responsibility of the CONTRACTOR, with payments scheduled therefore. All costs involved in satisfying these requirements shall be borne by the CONTRACTOR.

6. TRAFFIC CONTROL: The CONTRACTOR shall regulate and route all traffic to, from, through and around the site in accordance with rules of the appropriate jurisdiction when using City streets, County roads, and State or Federal roads and highways. CONTRACTOR shall be responsible for keeping a minimum of one (1) lane of traffic open at all times during construction, and all lanes of traffic at the conclusion of work each day. All costs involved in complying with these requirements shall be borne by the CONTRACTOR. All traffic controls must be in accordance with the Texas Manual for Uniform Traffic Control Devices, latest edition.
7. SCOPE, NATURE, AND INTENT OF SPECIFICATIONS AND PLANS: The specifications and plans are intended to supplement but not necessarily duplicate each other. Any work shown in the one and not in the other shall be executed as if it has been shown in both. Should anything necessary for a clear understanding of the work be omitted from the specifications and plans or should the requirements appear to be in conflict, the CONTRACTOR shall secure written instructions from the Engineer before proceeding with the construction affected thereby. It is understood and agreed that the work shall be performed to the true intent of the contract documents.

All products specified by manufacturer's name shall be installed in accordance with manufacturer's printed instructions. When equipment or material furnished by the CONTRACTOR cannot be installed as specified or as shown on the plans, the CONTRACTOR shall, without extra cost to the OWNER, make all modifications required to properly install the equipment or material. Such modifications shall be subject to the approval of the Engineer.

Dimensions and elevations shown on the plans shall be accurately followed even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the Engineer. The general arrangement of all accessories and appurtenances shall be as indicated on the plans or as later furnished on approved shop drawings. Reference to standard specifications of any technical society, organization or association or to codes of local or state authorities shall mean the latest standard, code, specification or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise. No attempt has been made in the specification to segregate work to be performed by any trade or subcontract. Any segregation between the trades or crafts will be solely a matter for agreement between the CONTRACTOR and his employees and his subcontractors.

8. QUALITY OF MATERIALS AND EQUIPMENT: Unless specifically provided otherwise in each case, all material and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. Whenever a material or article is specified or described on the plans by using the name or a proprietary product or by using the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturer's products, which in the opinion of the Engineer are equivalent to those specified, will be considered. Such items shall be submitted for approval by the procedure set forth herein. Other manufacturers will be considered provided that the design and details are in conformity with the drawings and specifications, and:
 - a) The manufacturer is engaged in the manufacture of similar equipment, the manufacture thereof has been a standard product of his for the past five (5) years, and the manufacturer shows at least three (3) operating installations of similar equipment of his manufacture.
 - b) The submittal for approval together with all details, drawings and other information needed for review

and evaluation shall be submitted before bids are submitted. The Engineer's decision shall be final.

9. **ENGINEERING DATA AND SHOP DRAWINGS:** Engineering data and shop drawings covering equipment and fabricated materials to be furnished shall be submitted to the Engineer for review and comments. This data shall include drawings, and descriptive, detail information to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; and materials and equipment. Data submitted shall include drawings showing essential details of any changes. Shop drawings and data submittals shall, after final processing by the Engineer, be used for construction purposes.
10. **PERMITS AND FEES:** The CONTRACTOR shall make application for, secure and pay all costs for permits, inspection fees, licenses and deposits required for the work to be performed. Each sub-CONTRACTOR shall bear the cost of permits and fees relative to his work.
11. **SUNDAY, HOLIDAY, AND NIGHT WORK:** No work shall be done between the hours of 6:00 P.M. and 6:00 A.M. nor on Sundays or legal holidays without the written permission of the OWNER in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment or in the case of an emergency. Any work necessary to be performed after or outside regular working hours, on Sundays or legal holidays shall be performed without additional expense to the OWNER.
12. **TIME OF COMPLETION:** Article 23 of the General Conditions of the Agreement shall be supplemented to read that the CONTRACTOR shall have substantially completed all construction work undertaken by him not later than the following times from the date specified in a written Notice to Proceed from the OWNER.

Base Bid Work– FOUR HUNDRED SIX (406) calendar days for substantial completion of lift stations.

Base Bid Work– FOUR HUNDRED THIRTY-SIX (436) calendar days for final completion of all work.

13. **LIQUIDATED DAMAGES:** Article 44 of the General Conditions of the Agreement shall be supplemented as follows. The stipulated liquidated damages for the CONTRACTOR's failure to complete the Project within the specified number of calendar days shall be **One Thousand Dollars (\$1,000.00)** per calendar day. Weather conditions precluding the proper and safe prosecution of the work shall be documented and extension(s) of time granted for justifiable weather delays.
14. **COST BREAKDOWN:** Within thirty (30) days after the execution of the Contract and not less than fifteen (15) days prior to the first monthly estimate, the CONTRACTOR shall submit to the Engineer a cost breakdown of the work for his contract. This breakdown is for use by the Engineer in checking the monthly estimates and for Owner's use in cost accounting for the project. If the contract is based on a lump sum bid or contains one or more lump sum items for which partial payments are desired, the CONTRACTOR shall prepare and submit to the Engineer a schedule of values covering each lump sum item. The schedule of values, showing the value of each kind of work, shall be acceptable to the Engineer before any partial payment estimate is prepared. Such items as bond premium, temporary construction facilities, and plant may be listed separately in the schedule of values, provided the costs can be substantiated. The sum of the items listed in the schedule of values shall equal the contract lump sum prices. Overhead and profit shall not be listed as separate items.

An unbalanced schedule of values providing for overpayment of the CONTRACTOR on items or work that would be performed first will not be accepted. The schedule of values shall be revised and resubmitted until acceptable to the Engineer.

15. **PROGRESS SCHEDULES:** Prior to beginning work the CONTRACTOR shall furnish the Engineer with an anticipated progress schedule covering all the work to be performed under this contract. During construction the CONTRACTOR shall revise the schedule periodically or monthly as requested to reflect as nearly as possible the actual construction operations. The CONTRACTOR shall also furnish the Engineer as soon as

possible with a schedule showing ordering and delivery dates of all equipment materials to be incorporated in the work, which shall be key to the proposed schedule of work.

16. SUBCONTRACTING:

- a) The CONTRACTOR may utilize the services of specialty Subcontractors on those parts of the work, which, under normal contracting practices, are performed, by specialty Subcontractors.
- b) The CONTRACTOR shall not award any work to any Subcontractors without prior written approval of the OWNER, which approval will not be given until the CONTRACTOR submits to the Engineer a written statement concerning the proposed award to the Subcontractors, which statement shall contain such information as the Engineer may require.
- c) The CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- d) The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the CONTRACTOR by the terms of the Instructions to Bidders, General and Supplementary Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
- e) The General CONTRACTOR will be responsible for and make good at his own expense any damage or injury to work done by Subcontractors until final completion and final acceptance of all the work to be done.
- f) Nothing contained in this contract shall create any contractual relation between Subcontractors and the OWNER.

17. INSPECTION AND TESTING: If contract specifications, codes, or OWNER instructions require any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspections and make all necessary arrangements therefor. The CONTRACTOR shall furnish at his expense all labor and assistance that may be needed by the Engineer in performing any testing or supervision thereof. The contractor is responsible for the costs of any testing required to establish a level of effort required for work and any costs for retests of failed tests.

18. MEASUREMENT AND PAYMENT: The total bid price of the contract shall cover all work shown on the drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing of all necessary labor to fully complete the work, shall be included in the prices named in the Proposal. No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of, or in addition to, the prices submitted in the Proposal. All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the CONTRACTOR, and all costs in connection therewith shall be included in the prices named in the Proposal.

19. PAYMENTS WITHHELD: The OWNER may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the OWNER from loss on account of:

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims.
- c) Failure of the CONTRACTOR to make payments due to Subcontractors or for materials or for labor.

d) A reasonable doubt that the contract can be completed for the balance then unpaid.

20. DEFENSE OF SUITS: In case any action in court is brought against the OWNER or Engineer, or any officer or agent of either of them, for the failure, omission, or neglect of the CONTRACTOR to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the CONTRACTOR or his Subcontractors or his or their agents, or in connection with any claim based on lawful demands of Subcontractors, workmen, material men or suppliers; the CONTRACTOR shall indemnify and save harmless the OWNER and Engineer and their officers and agents from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.
21. GUARANTEE: The CONTRACTOR guarantees that the equipment, materials, and workmanship furnished under this contract will be as specified and will be free from defects for a period of one year from the date of acceptance.

Within the guarantee period and upon notification of the CONTRACTOR by the OWNER, the CONTRACTOR shall promptly make all needed adjustments, repairs, or replacements arising out of defects, which, in the judgment of the Engineer or the OWNER, become necessary during such period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the CONTRACTOR or by his Surety under the terms of the Performance Bond. The CONTRACTOR also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one year from the date of their installation.

If within ten (10) days after the OWNER gives the CONTRACTOR notice of a defect, failure, or abnormality of the work, the CONTRACTOR neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the OWNER is hereby authorized to make the repairs or adjustments himself or order the work to be done by a third party, the cost of the work to be paid by the CONTRACTOR.

In the event of an emergency where, in the judgment of the OWNER delay would cause serious loss or damage, repairs or adjustments may be made by the OWNER or a third party chosen by the OWNER without giving notice to the CONTRACTOR, and the cost of the work shall be paid by the CONTRACTOR or by his Surety under the terms of the Performance Bond.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Lydia Collins, Director
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on the City of Manor Water and Wastewater Rate Study Report; and setting Public Hearing on the Water and Wastewater Rate for residential and commercial customers of the City of Manor, Texas.

BACKGROUND/SUMMARY:

Over the past 5 years, the city’s current growth pattern has required city staff and our consultant teams to be more active in analyzing our capital project needs as well as our service-based rates/fee schedules on an annual basis versus a 2 to 3 year review period. In order to plan and expand the city’s infrastructure to keep up with the city’s growth rate, adjusting our rates is required for the Utility Department to operate as an Enterprise Fund and not rely on General Fund resources to cover operating or capital expenditures over an extended period of time. Below is the timeline of the last rate adjustment:

- On September 19, 2018, City Council was presented with a water/wastewater rate study and recommended to conduct public hearings in Oct 3rd and Oct 17th. The October 3, 2018 City Council Meeting was cancelled and new dates were recommended.
- Public Hearings dates were held on November 7th & 14th, 2018
- The recommendation was a 3.5% increase in April 2019 and another 3.5% increase in July 2019

The step increase approach was recommended to allow our residents time to absorb the rate adjustments and city staff direction to initiate those priority water and sewer capital projects tied to the new rate structure.

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

- Rate Study Presentation

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council accept and approve the City of Manor Water and Wastewater Rate Study Report; and set the Public Hearings on the Water and Wastewater Rate for residential and commercial customers of the City of Manor, Texas for March 1, 2023, at 7:00 p.m.

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

City of Manor

2023 Water and Wastewater Rate Study

February 15, 2023





Agenda



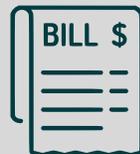
Rate Study Process



Financial Plan Assumptions



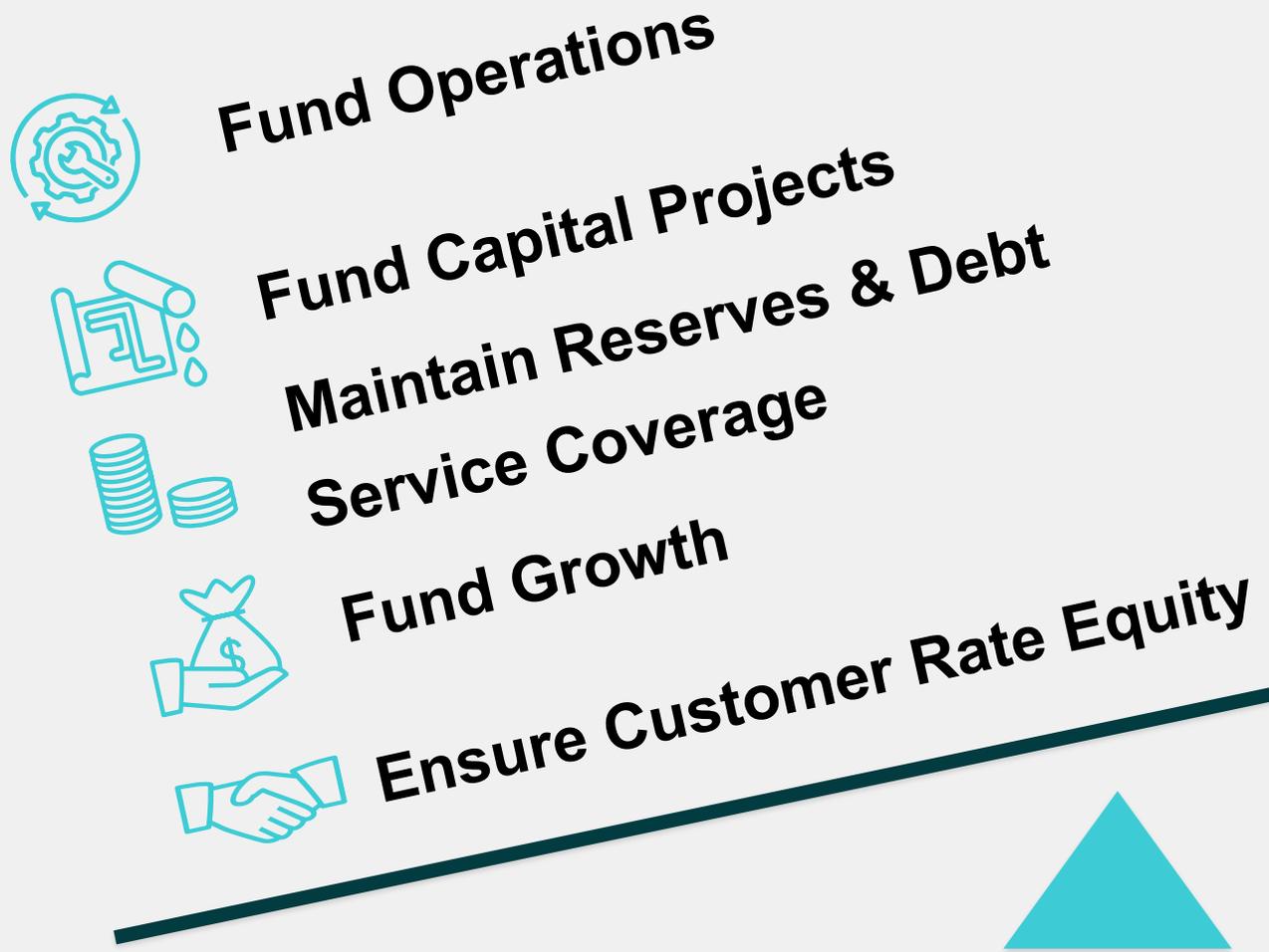
Utility Financial Plan



Rate and Typical Bill Comparison

City of Manor's rates and fees must:

Item 6.



How we'll get there



Fund Operations



Fund Capital Projects



Maintain Reserves and DSC



Fund Growth



Ensure Customer Rate Equity



Rate Revenue



Impact Fees



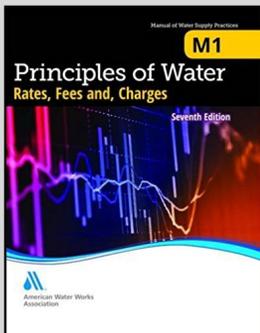
Financial Plan



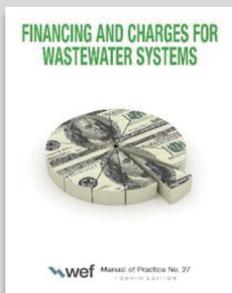
Rate Design



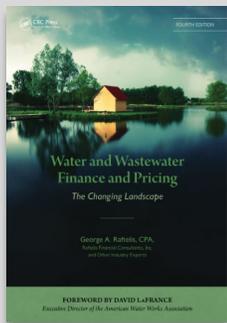
Guided by industry-standard financial planning and rate-setting approaches



American Water Works Association,
Manual M-1, Principles of Rates, Fees, and Charges

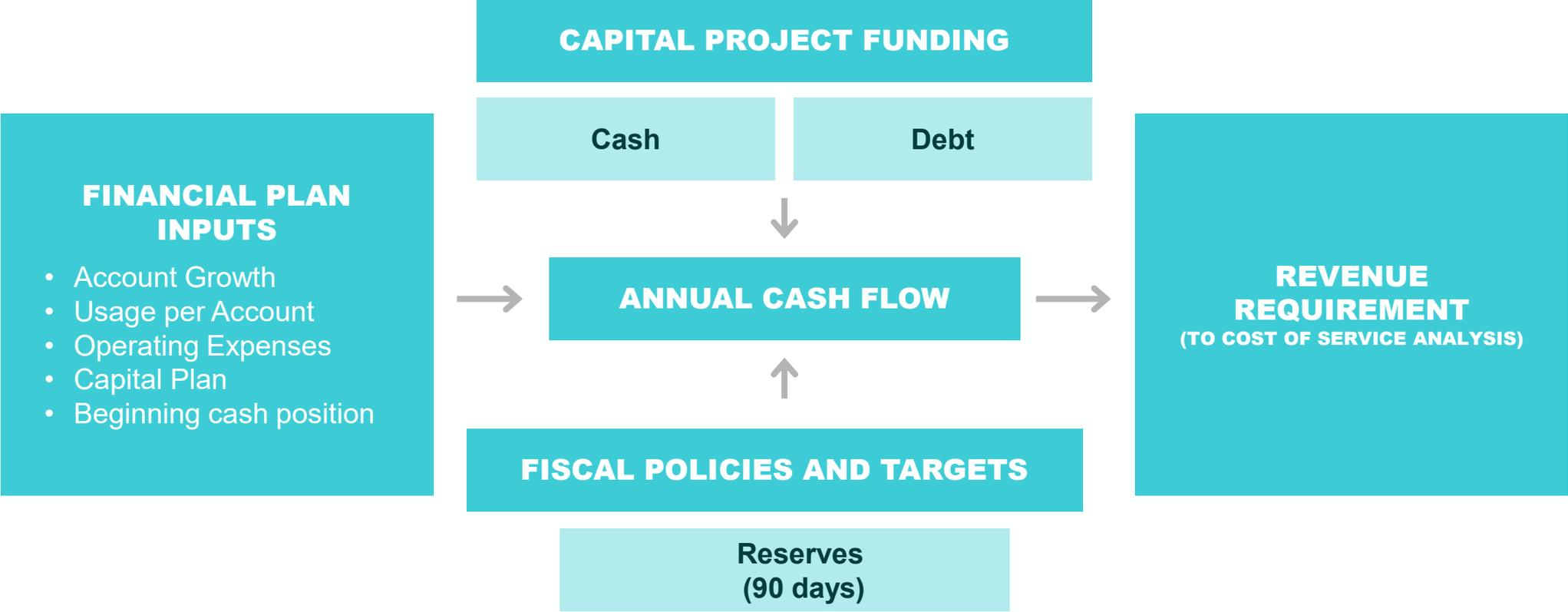


Water Environment Federation
Financing and Charges for Wastewater Systems



Raftelis Financial Consultants
Water and Wastewater Finance and Pricing

Financial Planning Process



Financial Plan Assumptions



Expenses

- Inflationary pressure on Capital, Personnel, and Critical Operations expenses.
- Capital Improvements Plan \$66 Million over next 5 years
 - › WWTP Regional Plant, WWTP Expansions, and Rehabs
 - › Water and Wastewater Lines and Improvements
- Water Supply Costs
- **No Rate Increase since FY 2019 for Water & Sewer**

Assumptions

- O&M Inflation 4% for FY 2024 & FY 2025
- Maintain Operating Balance 90 days
- Debt Issuance
 - › \$16.7 Million FY 2024
 - › \$38 Million FY 2025 – 2027

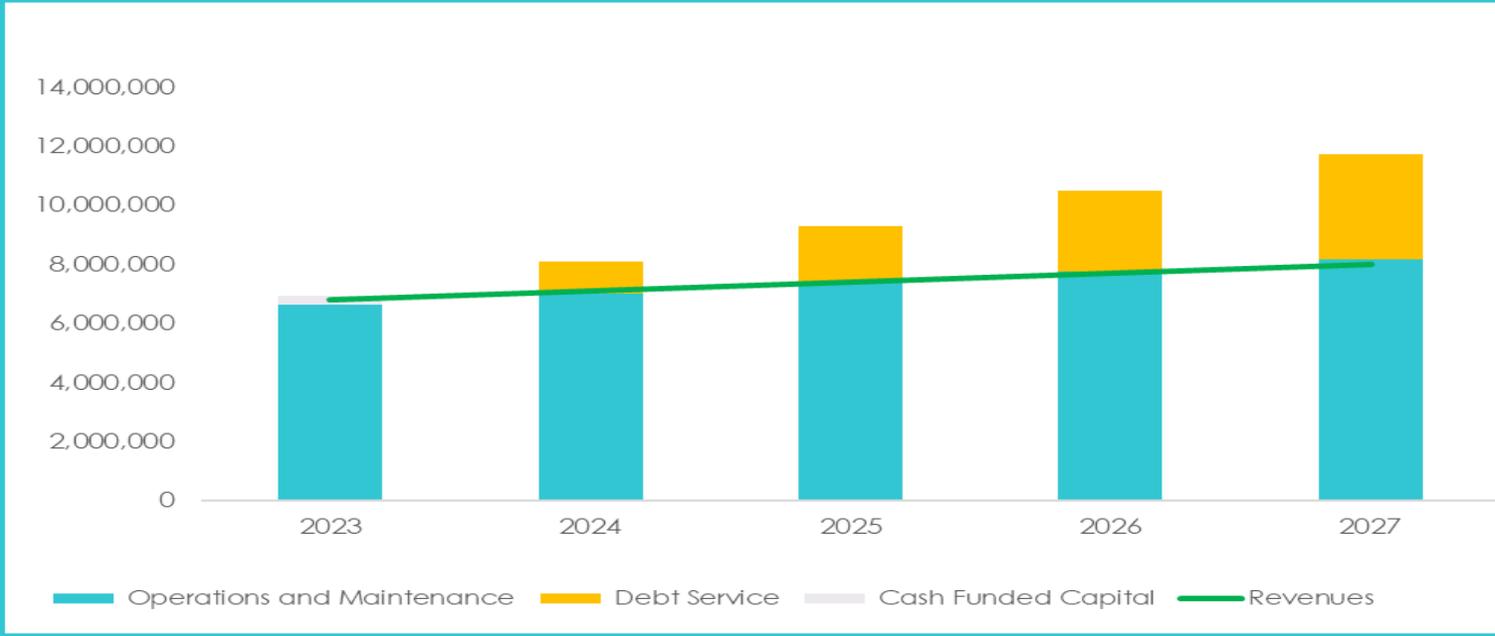
Utility Financial Plan



5-year Combined Cashflow Results

No Annual Increases

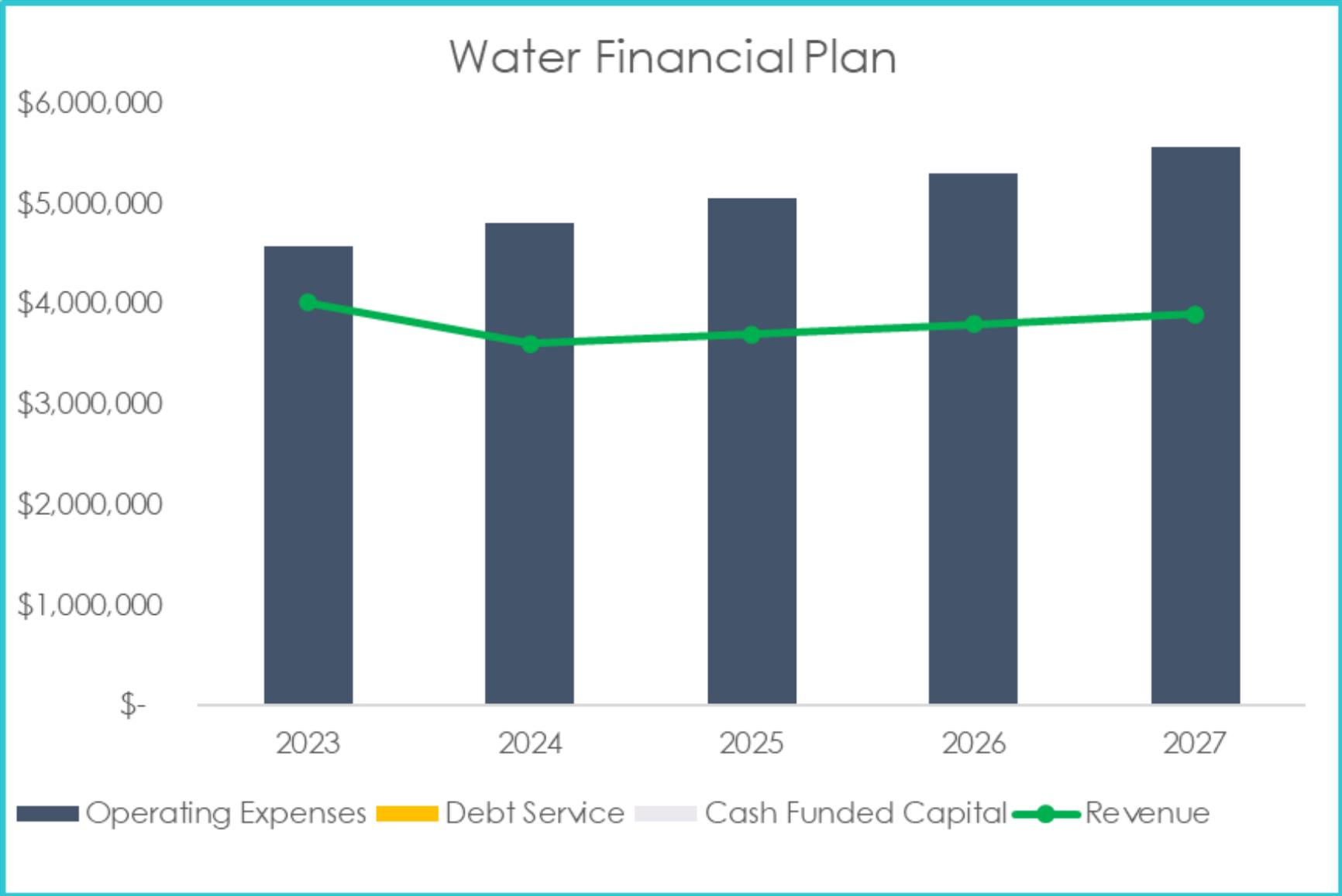
Operating Revenues and Expenditures



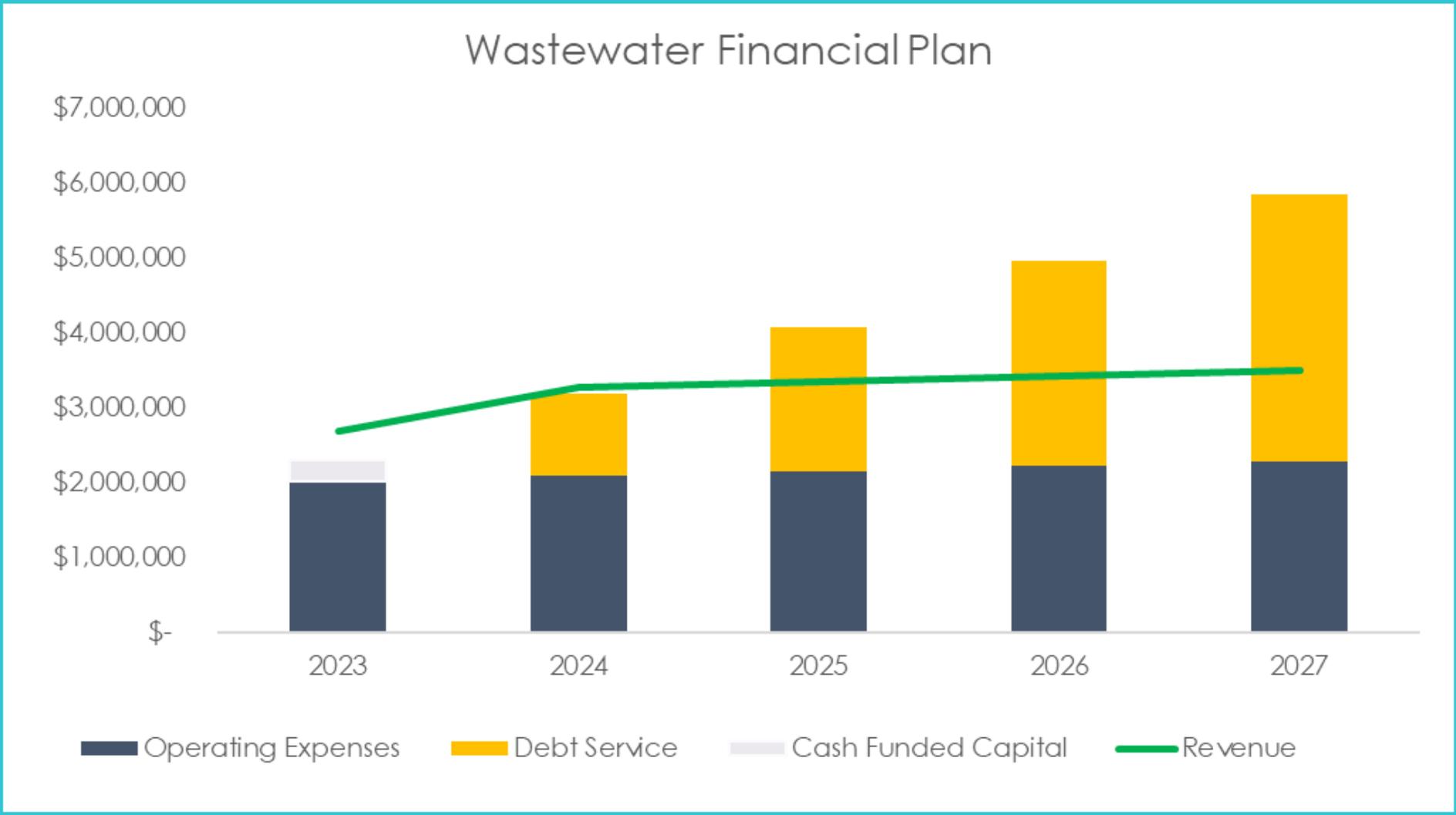
Operating Ending Fund Balance



Water 5 Year (No Increase)



Wastewater 5 Year (No Increase)



Current State



Residential Rates

Water	
Description	Charge
Monthly Charge	\$ 27.16
Volume Charge	
Tier 1 (0-2 kgal)	\$ 0.56
Tier 2 (2-5 kgal)	3.02
Tier 3 (5-10 kgal)	3.36
Tier 4 (10-15 kgal)	3.64
Tier 5 (15-25 kgal)	3.92
Tier 5 (> 25kgal)	4.76

Wastewater	
Description	Charge
Monthly Charge	\$ 19.00
Volume Charge	
Tier 1 (0-8 kgal)	\$ 3.75
Tier 2 (>8 kgal)	4.40

Commercial Rates

Water	
Description	Charge
Monthly Charge	
3/4"	\$ 15.12
1"	45.36
1-1/2"	50.40
Volume Charge	
All usage	\$ 6.30

Wastewater	
Description	Charge
Monthly Charge	
3/4"	\$ 22.50
1"	37.50
1-1/2"	75.00
Volume Charge	
All usage	\$ 6.00

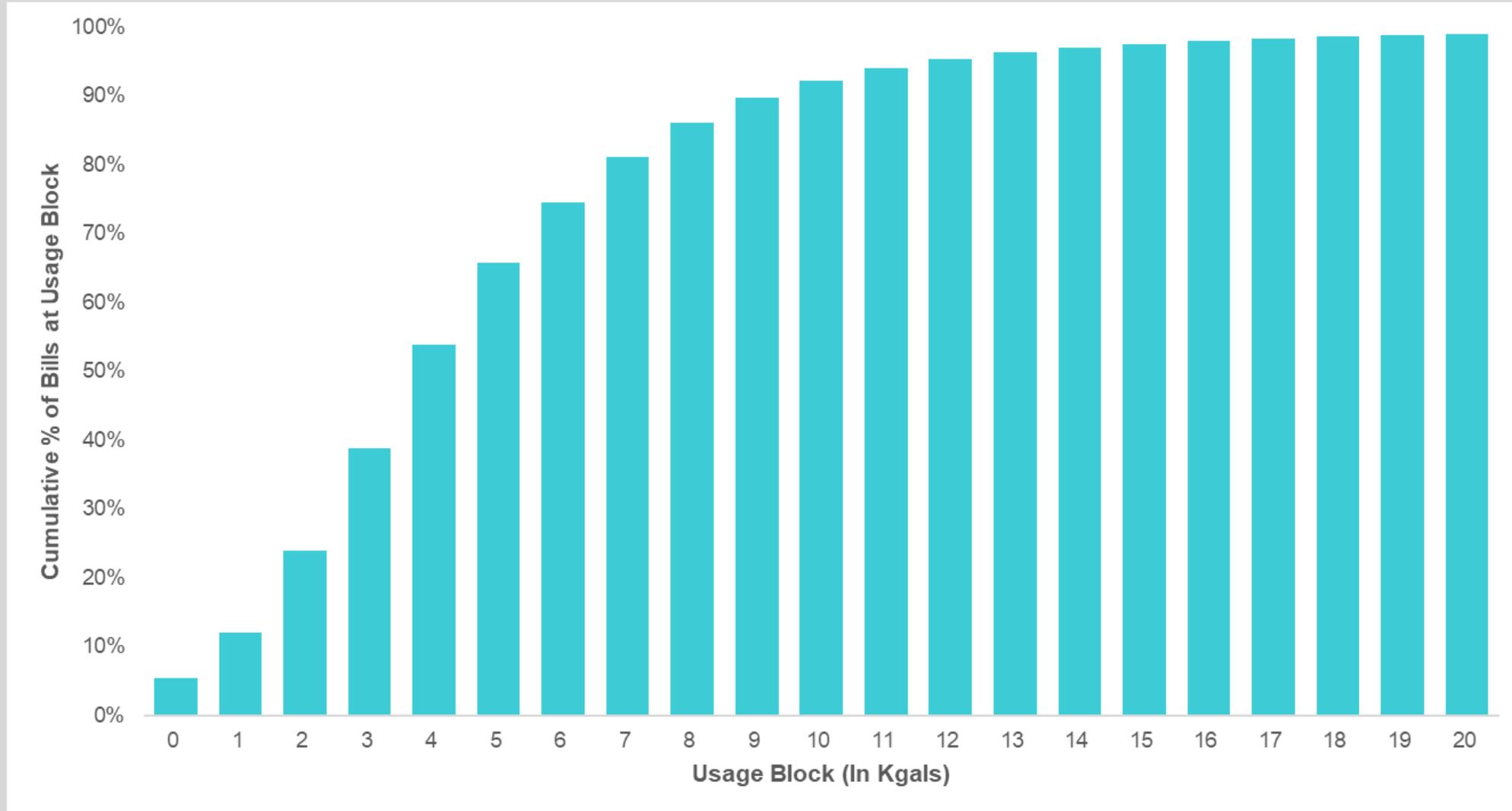
Recommendations



Recommendations Summary

- Increase Rates (Base Case) FY 2023 & FY 2024
 - › Two Scenarios: Base Case / Worst Case
- Rate Design Change for Water Conservation
- Implement Irrigation Class Rate (Highest Peaking Class)
- Financial Plan and Full Cost-of-Service Study for FY 25
 - › Reassess growth and Water Supply Contract Assumptions
 - › Rate Equity (Is everyone paying their fair share?)

Water Bill Frequency Analysis



Water Rate Structure Changes

	Current	Proposed
Description	Charge	Charge
Monthly Charge	\$ 27.16	\$ 29.06
Volume Charge		
Tier 1 (0-2 kgal)	\$ 0.56	\$ 0.56
Tier 2 (2-5 kgal)	3.02	3.02
Tier 3 (5-10 kgal)	3.36	3.78
Tier 4 (10-15 kgal)	3.64	4.72
Tier 5 (15-25 kgal)	3.92	5.90
Tier 5 (> 25kgal)	4.76	7.37

Financial Plan Rate Increases Worst Case (3% Growth, High Supply Cost)

	2023	2024	2025
Water Rate Increase	7.00%	7.00%	7.00%
Wastewater Rate Increase	7.00%	7.00%	7.00%
Water Surplus/(Deficit)	\$ (93,971)	\$ (790,204)	\$ (1,164,159)
Wastewater Surplus/(Deficit)	\$ 560,810	\$ 443,242	\$ (156,128)
Surplus/(Deficit)	\$ 466,839	\$ (346,962)	\$ (1,320,286)
Ending Balance	\$ 9,769,062	\$ 9,422,100	\$ 8,101,814

Financial Plan Rate Increases

Base Case (5% Growth)

	2023	2024	2025
Water Rate Increase	7.00%	7.00%	7.00%
Wastewater Rate Increase	7.00%	7.00%	7.00%
Water Surplus/(Deficit)	\$ (325,511)	\$ (695,672)	\$ (520,528)
Wastewater Surplus/(Deficit)	\$ 610,155	\$ 553,064	\$ 27,192
Surplus/(Deficit)	\$ 284,644	\$ (142,608)	\$ (493,336)
Ending Balance	\$ 9,586,867	\$ 9,444,258	\$ 8,950,923

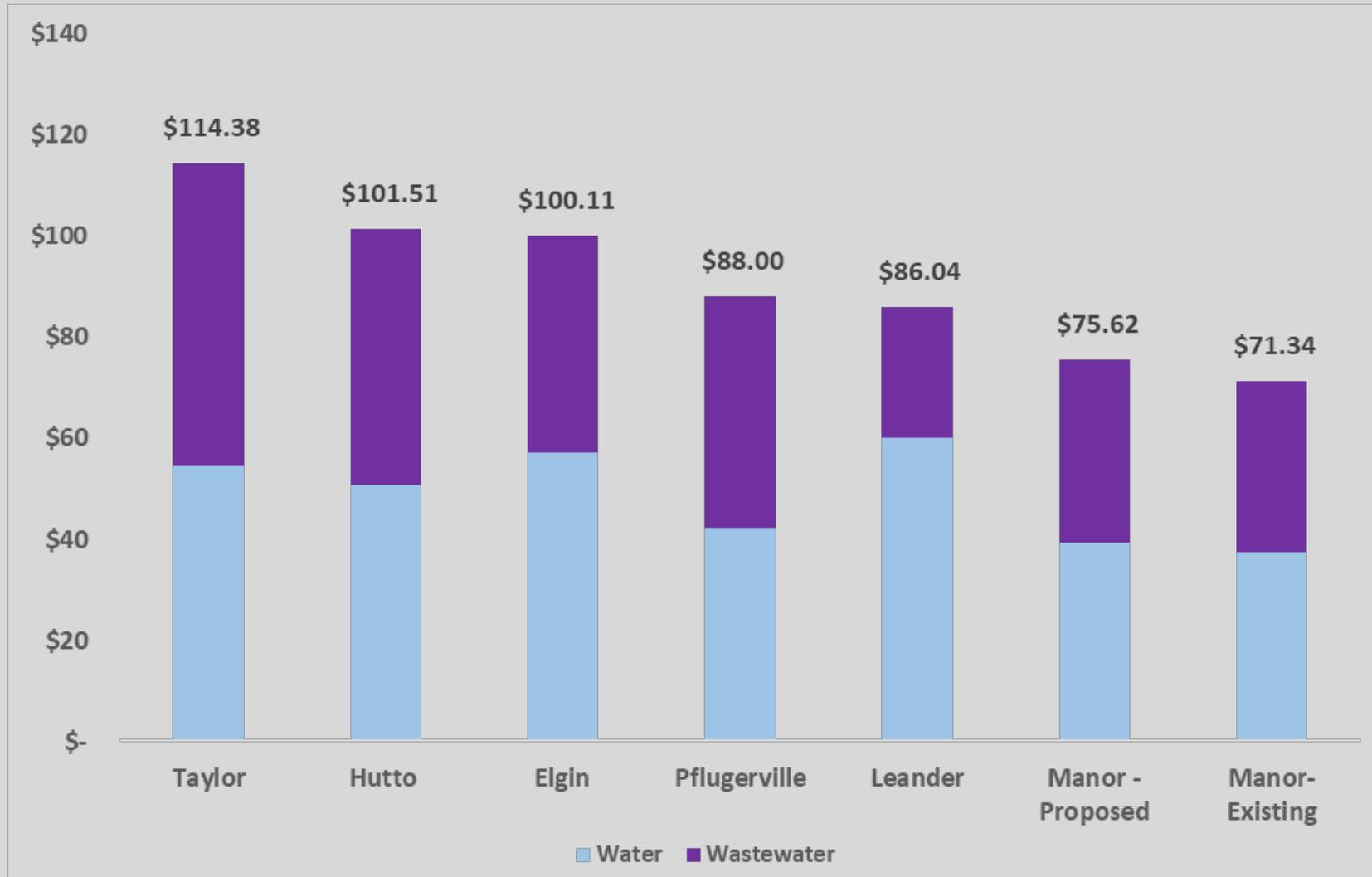
Peer Utility Survey



Peer utility survey

Typical monthly bill comparison

3/4" residential customer (5 kgal water, 4 kgal ww)





Thank you!

Contact:

Justin Rasor, *Manager*

737 471 0146 / jrasor@raftelis.com



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action 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).

Applicant: Jackson Walker

Owner: Krantz Properties

BACKGROUND/SUMMARY:

This property is currently in our ETJ but has filed an annexation petition. They are requesting MF-2 multi-family 25 zoning upon annexation. The property is majority impacted by a floodplain so on the Future Land Use Map it is designated as open space but is the adjacent area is Commercial Corridor. The frontage on US 290 for this property is also limited by the creek and bridge, reducing the accessible frontage to approximately 75 feet.

P&Z voted 4-0 to deny due to concerns about traffic and access

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- FLUM
- Floodplain map
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the first reading of 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).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
		X	

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO MULTI-FAMILY 25 (MF-2); 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 Exhibit "A" (the "Property"), to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

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.

Page 2

PASSED AND APPROVED FIRST READING on this the 15th day of February 2023.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of March 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "A"

Property Address:

14807 E. US Hwy 290, Manor, TX 78653

Property Legal Description:

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR ENVIRONMENTAL MILL AND SUPPLY INC.

BEING 22.78 acres of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas; the same property called 22.65 acres as described in a deed to Environmental Mill and Supply, Inc. of record in Vol. 10302, Pg. 548, of the Real Property Records of Travis County, Texas. This tract was surveyed on the ground in July of 2008, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a capped 1/2 inch iron pin which was set at the present Northeast corner of the said 22.65 acre tract and at the Northwest corner of the Eugene Juby property (31.08 ac. 7839/811). This corner exists at a fence corner in the South line of U.S. Highway 290.

THENCE with the East boundary of the said 22.65 acre property of Environmental Mill and Supply Inc. and the West boundary of Juby, S 28 deg. 27 min. 57 sec. W 363.26 feet to an iron pin found at the lower Northwest corner of the property of the Capital Area Youth Soccer Association (242.07 ac. Doc. 2000012678); continuing with the common boundary between C.A.Y.S.A. and the said 22.65 acres, S 28 deg. 33 min. 12 sec. W 1869.03 feet to an iron pin found at a fence corner.

THENCE with the South line of the said 22.65 acres and the North boundary of Lot 1 of the Unicorn Equestrian Center Subdivision (Doc. 200100239), N 46 deg. 04 min. 22 sec. W 399.65 feet to an iron pin set. This point stands stands (L1) S 81 deg. 53 min. 24 sec. E 5.87 feet from an iron pin found.

THENCE with the West boundary of the said 22.65 acre tract and the East boundary of a property called 22.682 acres as described in a deed to M B and M S Enterprise, Inc. (Doc. 2005187865), N 21 deg. 56 min. 09 sec. E 1792.60 feet to a capped 1/2 inch iron pin set.

THENCE with the South line of U.S. Highway 290, N 88 deg. 14 min. 44 sec. E 685.00 feet to the POINT OF BEGINNING.

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 16TH day of July of 2008, A.D. File No. BAHRAMI25.DOC

William F. Forest Jr.
WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



EXHIBIT "A-1"



Pamela Madere
(512) 236-2048 (Direct Dial)
(512) 236-2002 (Direct Fax)
pmadere@jw.com

December 12, 2022

Scott Dunlop, Director
Development Services Dept.
City of Manor
105 East Eggleston Street
Manor, TX 78653

Re: 14807 East Hwy 290 Manor, Texas – Annexation and Zoning Application for APPROXIMATELY 22.78 acres being out of an a portion of the A.C. CALDWELL SURVEY NO. 52, Abstract No. 154, in Travis County, Texas, and being the same property called 22.65 acres as described in a Deed recorded in Volume 10302, Page 548, Real Property Records of Travis County, Texas. (*the “Property”*)

Dear Mr. Dunlop:

We are submitting zoning and annexation applications for the Property. We are requesting MF-2 zoning and intend to develop the Property as a residential multi-family housing project.

The Property is currently in the City’s ETJ. The Property is identified as parks/open space on the FLUM and is along the commercial corridor as identified in the City of Manor draft Comprehensive Plan. Adjacent property uses are commercial corridor to the west and south, parks/open space to the east, and neighborhood to the north on the opposite side of Hwy. 290. Residential multi-family is the highest and best use of the Property based on the configuration of the Property and environmental conditions on the site.

The following documents are included with the application for voluntary annexation:

1. Signed and notarized Annexation Request and Petition;
2. Metes and bounds description of the property;
3. Property survey;
4. General Warranty Deed; and,
5. Signed Agreement Regarding Post-Annexation Provision of Services.

The following documents are included with the zoning application:

1. General Warranty Deed;
2. Tax Map showing property owners within 300 feet;
3. Mailing labels of property owners within 300 feet;
4. Metes and bounds description of the property; and
5. Property survey.

The annexation and zoning of this property will promote a safe, orderly, healthy, and vibrant development, as well as providing enhanced housing for the local community and the region.

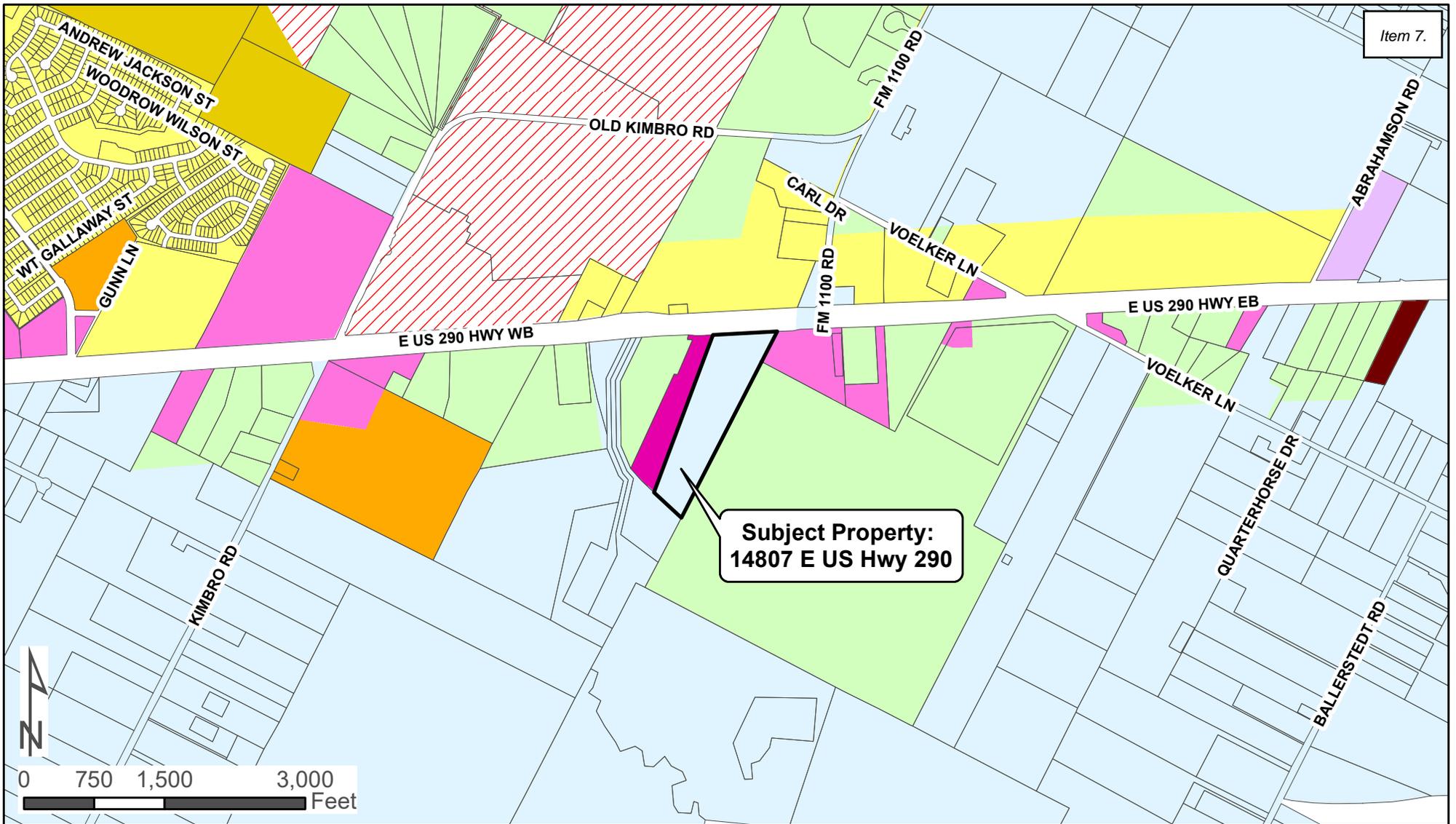
Please contact me if you have any questions.

Sincerely,



Pamela Madere

Enclosures: Zoning Application and Exhibits
Annexation Application and Exhibits



Proposed: Multi-Family 25 (MF-2)

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

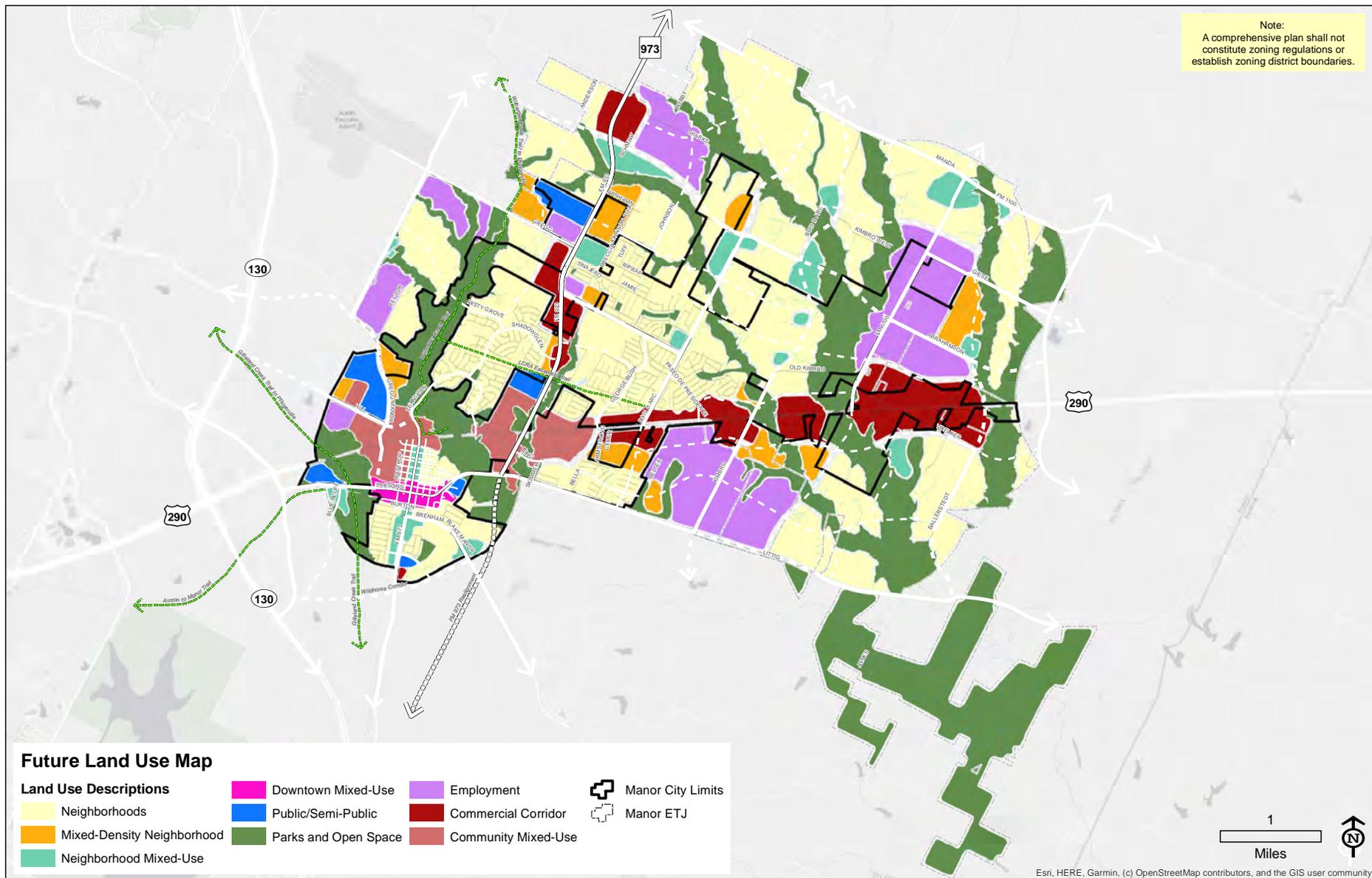
14807 E US 290

Write a description for your map.

Legend

-  14807 US-290 Item 7.
-  CAYSA
-  Feature 1
-  Feature 2
-  Feature 3
-  Storage King USA





Map 3.1. Future Land Use Map

COMMERCIAL CORRIDOR

Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses.

They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue.

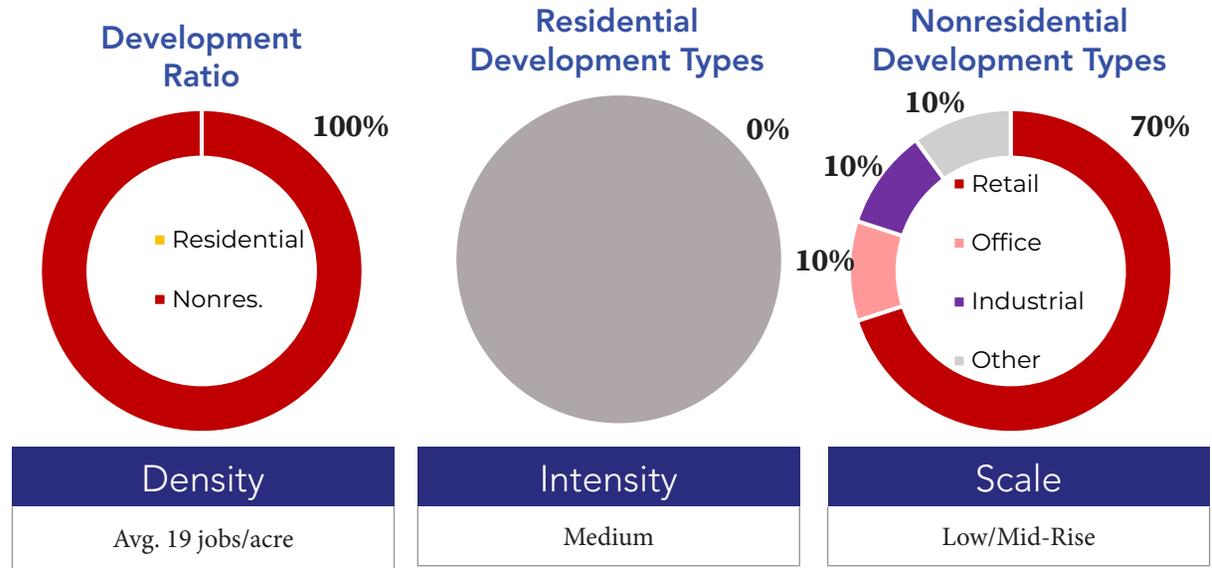
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

While it is recognized these corridors rely upon automobile accessibility and exposure, development should seek opportunities to leverage different forms with elements of mixed-use within the non-residential use framework. This introduces walkability for people once they arrive, reducing the number of trips and increasing the area’s appeal as a destination.

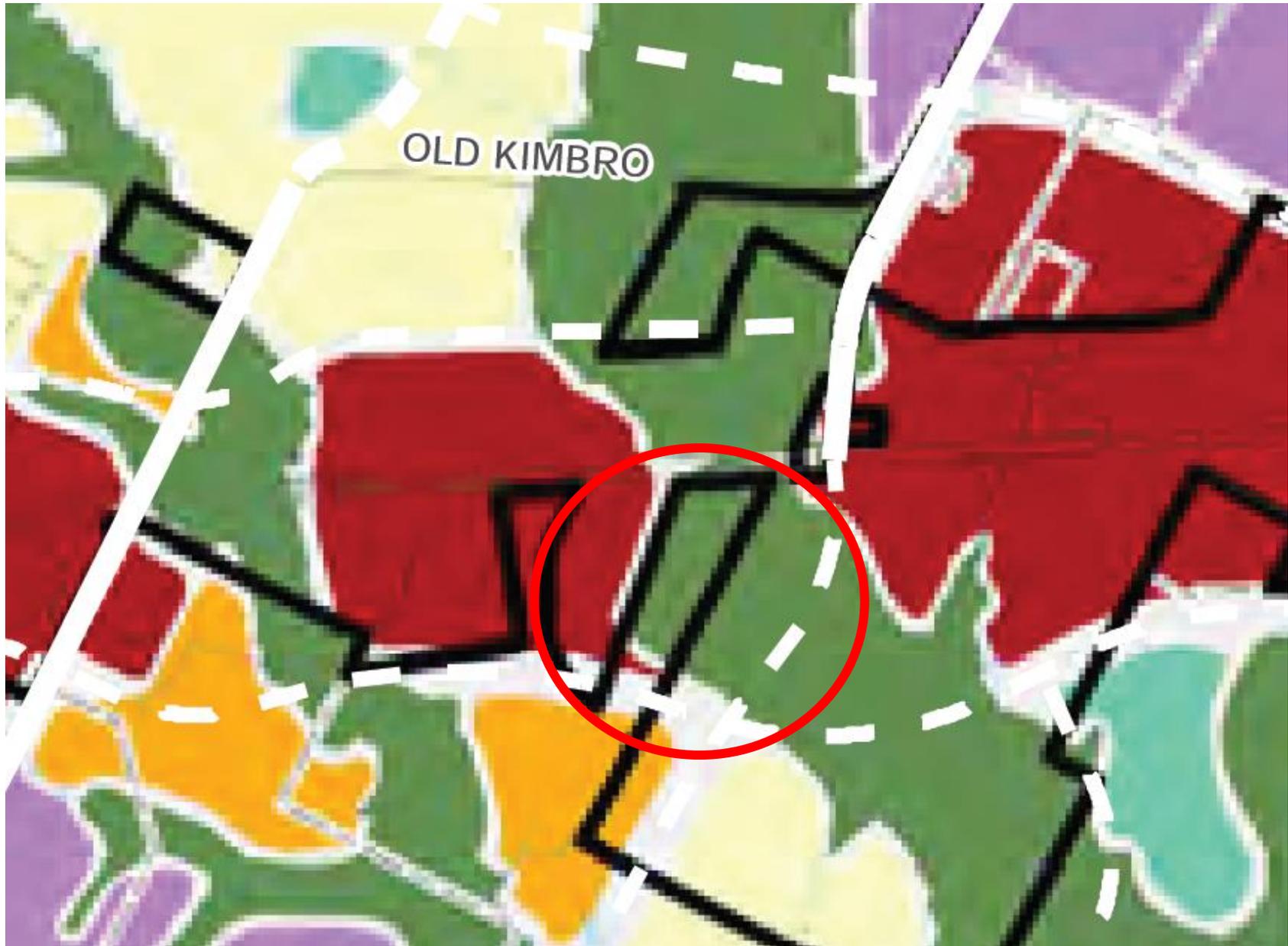
This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing.
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	● ● ● ○ ○	May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis.
Mixed-Use Urban, Community Scale	● ● ● ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ●	Appropriate overall.
Shopping Center, Community Scale	● ● ● ● ●	
Light Industrial Flex Space	● ● ○ ○ ○	Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use.
Manufacturing	● ○ ○ ○ ○	Not considered appropriate.
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.







1/18/2023

City of Manor Development Services

Notification for a Subdivision Rezoning Application

Project Name: 14807 E US 290 Rezoning A to MF-2
 Case Number: 2022-P-1499-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and Manor City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a rezoning application for 14807 E US 290, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing Regarding the submission of a Rezoning Application for 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).

Applicant: Jackson Walker

Owner: Krantz Properties

The Planning and Zoning Commission will meet at 6:30PM on February 8, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00PM on February 1, 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 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.

Dinh Chau & Anh Kim Pham
1201 Porterfield Dr
Austin, TX 78753

Timmerman Properties Inc.
PO Box 4784
Austin, TX 78765

Duque States LLC
2311 W. Howard Ln
Austin, TX 78728

Greenfield Oz Real Estate LP & PV
Interstate LLC
18732A Centro Main St
Shenandoah, TX 77385

Capital Area Youth Soccer Association
PO Box 352
Manor, TX 78653

Mason-Darnell Todd & Kim
14601 US Highway 290 E Apt D
Manor, TX 78653

Mason Marilyn M & Ronald J
14601 US Highway 290 E Apt C
Manor, TX 78653

Kondrath Amy L & Jeremy C
14601 US Highway 290 E Apt B
Manor, TX 78653

Eartc Investments Dos LLC
14719 E US Hwy 290 Ste 106
Manor, TX 78653

MB & MS Enterprises Inc
PO Box 82653
Austin, TX 78708



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Subdivision Concept Plan for the Ginsel Tract, four (4) lots on 84.2 acres, more or less, and being located at 13301 E US Hwy 290, Manor, TX.
Applicant: SEC Planning, LLC
Owner: Manor 290 OZ Real Estates LP

BACKGROUND/SUMMARY:

This concept plan has been approved by our engineers. This property was rezoned to C-2 Medium Commercial (32.69 acres), MF-2 multi-family 25 (20.86 acres), and TH Townhome (30.74 acres) in June 2022. The concept plan extends Carriage Hills Drive to US 290 at the intersection with Bois D’Arc and extends a collector roadway to the east towards Viking Jack in the Manor Commercial Park per our Thoroughfare Plan.

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

- Concept Plan
- Engineer Comments
- Conformance Letter
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve a Subdivision Concept Plan for the Ginsel Tract, four (4) lots on 84.2 acres, more or less, and being located at 13301 E US Hwy 290, Manor, TX.

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

Parcel Number	Owners	Owner Address	City, State Zip
1	RESIDENTIAL GLEN LTD	ATTN PETE DWYER-9900 US HIGHWAY 290 E	MANOR, TX 78653-9720
2	TIMBERMAN PROPERTIES INC	115 PINEBARK BLVD	AUSTIN, TX 78753-2027
3	WEST EGIN DEVELOPMENT CORP	ATTN PETER A DWYER-9900 US HIGHWAY 290 E	MANOR, TX 78653-9720
4	MEGACENTER MANOR LLC	% PATRICIO URETA-7451 RIVIERA BLVD STE 1	MIRAMAR, FL 33023-6530
5	MANOR BUSINESS CENTER LTD	262 FM 1441	MIRAMAR, FL 33023-6530
6	MEGACENTER MANOR LLC	% PATRICIO URETA-7451 RIVIERA BLVD STE 1	MIRAMAR, FL 33023-6530
7	MEGACENTER MANOR LLC	% PATRICIO URETA-7451 RIVIERA BLVD STE 1	MIRAMAR, FL 33023-6530
8	SERAFIN LEASING CO LP	12804 BELTEX RD	MANOR, TX 78653-4510
9	VERSUM MATERIALS US LLC	7350 TILGHMAN ST # 204	ALLETOWN, PA 18106-9012
10	VERSUM MATERIALS US LLC	7350 TILGHMAN ST # 204	ALLETOWN, PA 18106-9012
11	CHEM ELVEN PRODUCTS	STE 1-200-6300 BRIDGE POINT PKWY	AUSTIN, TX 78730-5073
12	AIR LIQUIDE ELECTRONICS US LP	% PROPERTY TAX DEPT-9811 KATY FREEWAY STE 100	HOUSTON, TX 77024-1274
13	DANAR GOOD	510 S CONGRESS AVE STE 108	AUSTIN, TX 78704-1287
14	FLINTROCK OFFICE SUITES LLC	1700 POCO BUENO CT	SPICEWOOD, TX 78669-4300
15	JIMENEZ ANTHONY	13424 PINE NEEDLE ST	MANOR, TX 78653-5406
16	GINBEY LOGAN	13425 PINE NEEDLE ST	MANOR, TX 78653-5406
17	MARSHALL BIRAN	13420 PINE NEEDLE ST	MANOR, TX 78653-5406
18	VASQUEZ GUADALUPE T	13421 PINE NEEDLE ST	MANOR, TX 78653-5406
19	MALDONADO BENITO	13416 PINE NEEDLE ST	MANOR, TX 78653-5406
20	SALEEM SHAHAD	13417 PINE NEEDLE ST	MANOR, TX 78653-5406
21	MYNAR MISTY	13436 HARRY S TRUMAN DR	MANOR, TX 78653-2077
22	MANZANARES JONATHAN PEREZ ETAL	13413 PINE NEEDLE ST	MANOR, TX 78653-5406
23	BAKER WILLIE	13408 PINE NEEDLE ST	MANOR, TX 78653-5406
24	TABOUE SARI AL	13409 PINE NEEDLE ST	MANOR, TX 78653-5406
25	MWANGI KENETH N & JESSICA MWANGI	13404 PINE NEEDLE ST	MANOR, TX 78653-5406
26	ALMANZA MANUEL CHIMAL & NANCY FUENTES VASQUEZ	13405 PINE NEEDLE ST	MANOR, TX 78653-5406
27	SALAZAR J CARMEN & VANESSA	13400 PINE NEEDLE ST	MANOR, TX 78653-5406
28	WELCH JIM	13401 PINE NEEDLE ST	MANOR, TX 78653-5406
29	TAMEZ IDA	13324 PINE NEEDLE ST	MANOR, TX 78653-5403
30	CLARK KENNETH R	13325 PINE NEEDLE ST	MANOR, TX 78653-5403
31	LI ZHITU & FUY WANG	10615 WINCHELSEA DR	AUSTIN, TX 78750-4033
32	SPILLING KAREN COX	APT 701-700 MANORVIEW FLYWAY	CEGAR PARK, TX 78619-4183
33	CHEN YUN CHIAU	2 TIMBERFIELD WAY	PITTSFORD, NY 14534-2162
34	SUNIGA ELIZABETH C & JOSEPH ANTHONY	13317 PINE NEEDLE ST	MANOR, TX 78653-5403
35	JHONNIE	13312 PINE NEEDLE ST	MANOR, TX 78653-5403
36	MEADOR JEANNETTE	13313 PINE NEEDLE ST	MANOR, TX 78653-5403
37	GADEER SABR & ALTAMASH ZIA	13308 PINE NEEDLE ST	MANOR, TX 78653-5403
38	RODRIGUEZ CLAUDIA I	13309 PINE NEEDLE ST	MANOR, TX 78653-5403

Parcel Number	Owners	Owner Address	City, State Zip
39	CHANDIO RIDABA C & MUHAMMAD L	13304 PINE NEEDLE ST	MANOR, TX 78653-5403
40	HRYNIEWICZ BRIANA NICHOLE	13305 PINE NEEDLE ST	MANOR, TX 78653-5403
41	GADEER RASHID J & NOOH	13306 PINE NEEDLE ST	MANOR, TX 78653-5403
42	VADQUEZ MARIO A & ORACIELA	13307 PINE NEEDLE ST	MANOR, TX 78653-5403
43	RAMIREZ GILBERT	13240 PINE NEEDLE ST	MANOR, TX 78653-5407
44	ROMERO CHRISTINA	13237 PINE NEEDLE ST	MANOR, TX 78653-5407
45	NEW COURTNEY	13236 PINE NEEDLE ST	MANOR, TX 78653-5407
46	PEREZ JESUS M TORRES	13233 PINE NEEDLE ST	MANOR, TX 78653-5407
47	PEREZ GARCIA FERMIN	13232 PINE NEEDLE ST	MANOR, TX 78653-5407
48	TREVINO ERIC	13229 PINE NEEDLE ST	MANOR, TX 78653-5407
49	CASTANEDA GUILLERMO SR	13228 PINE NEEDLE ST	MANOR, TX 78653-5407
50	HARRIS PATRICK DEVON	13225 PINE NEEDLE ST	MANOR, TX 78653-5407
51	CARRILLO JUAN	13224 PINE NEEDLE ST	MANOR, TX 78653-5407
52	MARTINEZ ROSA M	13221 PINE NEEDLE ST	MANOR, TX 78653-5407
53	CONTINENTAL HOMES OF TEXAS LP	10700 PECAN PARK BLVD STE 400	AUSTIN, TX 78750-1447
54	WARNE TARA ANN & CHRISTOPHER MATTHEW WARNE	13217 PINE NEEDLE ST	MANOR, TX 78653-5407
55	MORALES JORGE	13216 PINE NEEDLE ST	MANOR, TX 78653-5407
56	FITZGERALD MICHAEL P	13213 PINE NEEDLE ST	MANOR, TX 78653-5407
57	ESPINOSA CAIN	13212 PINE NEEDLE ST	MANOR, TX 78653-5407
58	OCAMPO MANUEL	13209 PINE NEEDLE ST	MANOR, TX 78653-5407
59	REED MOISE KWAME & NICOLE	13208 PINE NEEDLE ST	MANOR, TX 78653-5407
60	DIALLO MAMADOU MOUSSA	3316 FALCONERS WAV	PFLUGERVILLE, TX 78660-7825
61	LOPEZ RITA CEDILLO	13204 PINE NEEDLE ST	MANOR, TX 78653-5407
62	REYES RITA R	13201 PINE NEEDLE ST	MANOR, TX 78653-5407
63	DELEON JAIME ROBERTO	12917 CARILLON WAY	MANOR, TX 78653-5194
64	MONTES PABLO & ANDREA MONTES	12921 CARILLON WAY	MANOR, TX 78653-5194
65	CASTRO JOHNNY C JR & MARIBEL CASTRO	12925 CARILLON WY	MANOR, TX 78653-5194
66	PERRY BRANDON	12929 CARILLON WAY	MANOR, TX 78653-5194
67	AROS JOE & SUSIE	12933 CARILLON WAY	MANOR, TX 78653-5194
68	POWELL JUSTIN LEE	12937 CARILLON WAY	MANOR, TX 78653-5194
69	BAKER KELLY ANNE	PO BOX 10933	AUSTIN, TX 78766-1933
70	GONZALES VALENCIA DAVID	13005 CARILLON WAY	MANOR, TX 78653-5195
71	YU IYV & PRINGYA YA	2905 ISMAC PRYOR DR	AUSTIN, TX 78749-1753
72	ALBARACIN STEVEN M & ZHANNA A	13015 WEDDING DR	MANOR, TX 78653-5189
73	UPSHUR DIONNE I & RALEIGH C	13020 WEDDING	MANOR, TX 78653-5189
74	MANOR RV PARK LLC	460 N MAIN ST STE 304	GLEN ELYNN, IL 60137-5176

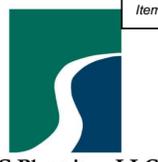
LEGEND

ZONING DISTRICTS	ACREAGE	DENSITY	UNITS
TH RESIDENTIAL	30.4 ACRES	12 DU/AC	365 UNITS
MF-2 RESIDENTIAL	20.8 ACRES	25 DU/AC	520 UNITS
C-2 COMMERCIAL	33.0 ACRES		
TOTAL	84.2 ACRES	10.5 DU/AC	885 UNITS

--- MANOR CITY LIMITS
--- STREAMS CATEGORIZED AS (R4SBC) & (R5UBH)
--- WETLANDS CATEGORIZED AS (PUBHH)

PARCEL	PHASE	APRX. LUE'S	APRX. TRIPS
1	1(2023)	82	>2,000 (3,000)
2	4(2024)	144	>2,000 (10,290)
3	2(2023)	218	>2,000 (2,748)
4	3(2024)	262	>2,000 (3,428)

Item 8.

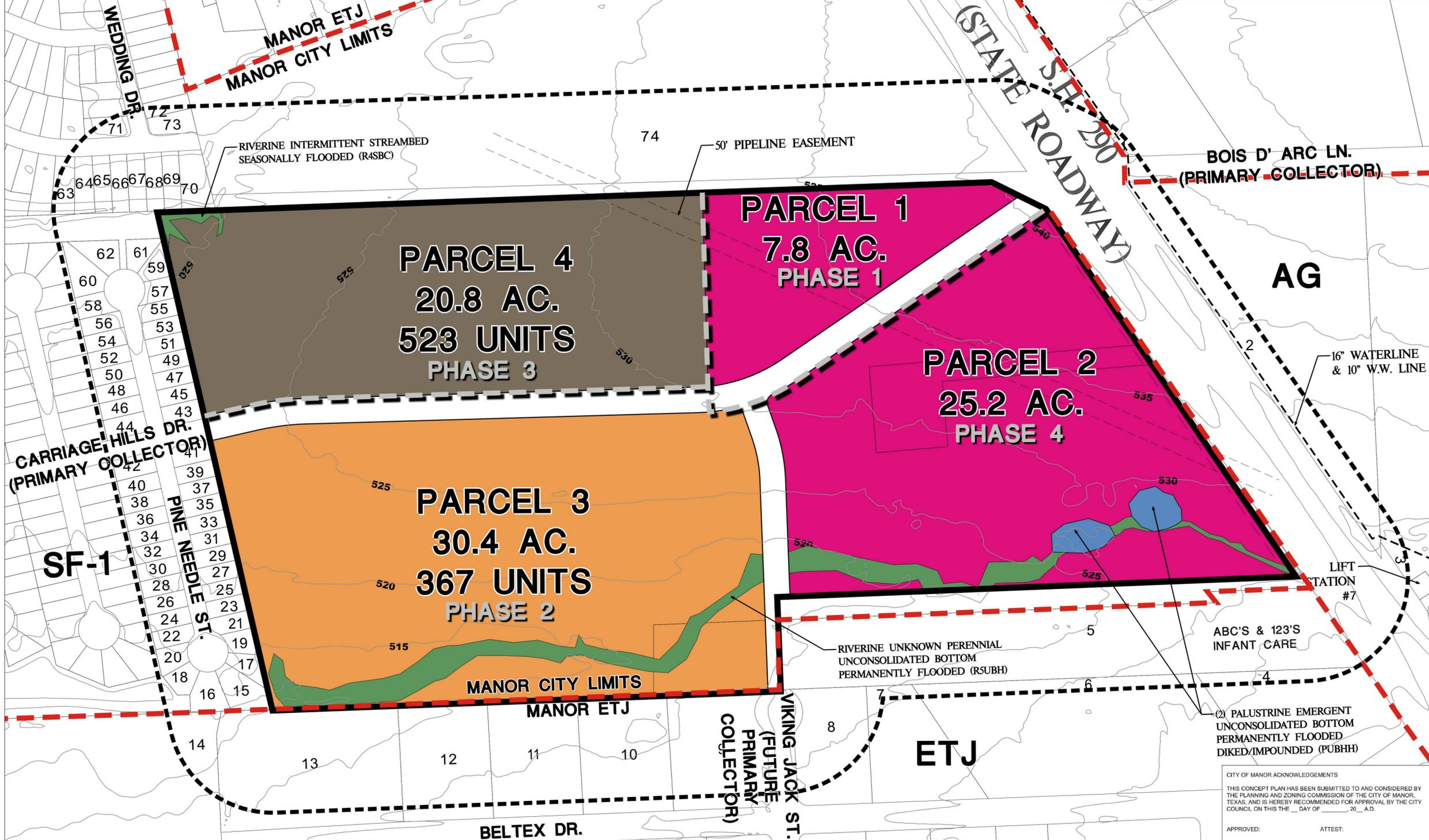


SEC Planning, LLC
Austin, Texas

LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

4201 W. Farmer Lane Bldg A Suite 220
Austin, TX 78757
T 512-246-7903
F 512-246-7783
www.secplanning.com
Email: info@secplanning.com

OWNER:
MANOR OPPORTUNITY
FUND, LLC
83 Renfield Drive
Renfield, NJ 08540



CONCEPT PLAN
GINSEL TRACT
MANOR, TEXAS

Issue Date: 10/17/2022

Issue:

- CITY SUBMITTAL 10/17/2022
- CITY RESPONSE #1 11/21/2022
- CITY RESPONSE #2 12/21/2022
-
-

Revisions:

-
-
-
-
-

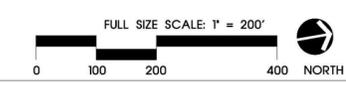
Drawn By: GJ, TW
Reviewed By: GJ

Project No. 210105-MAOF

2 OF 2

NOTES:

- PLAN HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH COMPOSITE ZONING ORDINANCE AND SUBDIVISION ORDINANCE
- FLOOD HAZARD AREAS PER: FEMA 48453C0485J



CITY OF MANOR ACKNOWLEDGEMENTS

THIS CONCEPT PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL ON THIS THE ___ DAY OF ___, 20__ A.D.

APPROVED: _____ ATTEST: _____

CHAIRPERSON _____ CITY SECRETARY _____

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS ON THIS THE ___ DAY OF ___, 20__ A.D.

BY: _____ ATTEST: _____

MAYOR OF THE CITY OF MANOR, TEXAS _____ CITY SECRETARY _____



1500 County Road 269
Leander, TX 78641

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

Date: Friday, November 18, 2022

Gary Jueneman
SEC Planning, LLC
4201 W. Parmer Lane, Bldg. A, Ste. 220
Austin TX 78727
info@secplanning.com

Permit Number 2022-P-1482-CP
Job Address: 13301 E U S HY 290, Manor, TX. 78653

Dear Gary Jueneman,

The first submittal of the Ginsel Tract Concept Plan (*Concept Plan*) submitted by SEC Planning, LLC and received on December 22, 2022, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- i. ~~Provide and label the topographic contour lines on the plans. No elevations were given.~~
- ii. **Provide and label the location of the proposed and existing arterial and collector streets to serve the general area. Clearly show and label.**
- iii. **Provide the proposed number of LUEs required for each category of lots shown on the concept plan.**
- iv. **Significant features on or within 200 feet of the property should be shown on the concept plan. These are items such as roads, buildings, utilities and drainage structures.**
- v. **A signature block for the Mayor and P&Z Chairperson should be provided.**

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,

A handwritten signature in black ink, appearing to read 'Tyler Shows', with a long horizontal flourish extending to the right.

Tyler Shows
Staff Engineer
GBA



November 21, 2022

1500 County Road 269 Leander, TX 78641
P.O. Box 2029 Leander, TX 78646-2029

Re: Ginsel Tract
Permit Number 2022-P-1482-CP
1st Review Comment Responses

To whom it may concern:

Following, are the Applicant's responses to comments received from City of Manor Engineering consultant (GBA) staff, Tyler Shows, on the Ginsel Tract Concept Plan Application submittal. Applicant's 1st comment response denoted in **Red Text**.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- 1) Provide and label the topographic contour lines on the plans. No elevations were given.

RESPONSE: Labels added to Concept Plan

- 2) Provide and label the location of the proposed and existing arterial and collector streets to serve the general area.

RESPONSE: Labels added to Concept Plan per May 2014 Thoroughfare Plan



1500 County Road 269
Leander, TX 78641

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

Date: Monday, December 19, 2022

Gary Jueneman
SEC Planning, LLC
4201 W. Parmer Lane, Bldg. A, Ste. 220
Austin TX 78727
info@secplanning.com

Permit Number 2022-P-1482-CP
Job Address: 13301 E U S HY 290, Manor 78653

Dear Gary Jueneman,

The subsequent submittal of the Ginsel Tract Concept Plan submitted by SEC Planning, LLC and received on December 22, 2022, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

Engineer Review

The following comments have been provided by Tyler Shows. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- i. ~~Provide and label the topographic contour lines on the plans. No elevations were given.~~
- ii. **Provide and label the location of the proposed and existing arterial and collector streets to serve the general area. Clearly show and label.**
- iii. **Provide the proposed number of LUEs required for each category of lots shown on the concept plan.**
- iv. **Significant features on or within 200 feet of the property should be shown on the concept plan. These are items such as roads, buildings, utilities and drainage structures.**
- v. **A signature block for the Mayor and P&Z Chairperson should be provided.**

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at (737) 247-7557, or by e-mail at pgray@gbateam.com.

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

Thank you,

Pauline Gray, P.E.
Lead AES
GBA



December 20, 2022

1500 County Road 269 Leander, TX 78641
P.O. Box 2029 Leander, TX 78646-2029

Re: Ginsel Tract
Permit Number 2022-P-1482-CP
2nd Review Comment Responses

To whom it may concern:

Following, are the Applicant's responses to comments received from City of Manor Engineering consultant (GBA) staff, Tyler Shows, on the Ginsel Tract Concept Plan Application submittal. Applicant's 2nd comment response denoted in **Red Text**.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- 1) Provide and label the location of the proposed and existing arterial and collector streets to serve the general area. Clearly show and label.

RESPONSE: Roadways labeled as instructed.

- 2) Provide the proposed number of LUEs required for each category of lots shown on the concept plan.

RESPONSE: LUE's located in Land Use Summary

- 3) Significant features on or within 200 feet of the property should be shown on the concept plan. These are items such as roads, buildings, utilities, and drainage structures.

RESPONSE: All significant features labeled on Concept Plan

- 4) A signature block for the Mayor and P&Z Chairperson should be provided.

RESPONSE: Added to both sheets



1500 County Road 269
Leander, TX 78641

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

Date: Wednesday, January 18, 2023

Gary Jueneman
SEC Planning, LLC
4201 W. Parmer Lane, Bldg. A, Ste. 220
Austin TX 78727
info@secplanning.com

Permit Number 2022-P-1482-CP
Job Address: 13301 E U S HY 290, Manor 78653

Dear Gary Jueneman,

We have conducted a review of the concept plan for the above-referenced project, submitted by Gary Jueneman and received by our office on December 22, 2022, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler Shows'.

Tyler Shows
Staff Engineer
GBA



1/19/2023

City of Manor Development Services

Notification for a Subdivision Concept Plan

Project Name: Ginsel Tract Concept Plan
 Case Number: 2022-P-1482-CP
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Subdivision Concept Plan for the Ginsel Tract located at 13301 E US Hwy 290, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Subdivision Concept Plan for the Ginsel Tract, four (4) lots on 84.2 acres, more or less, and being located at 13301 E US Hwy 290, Manor, TX.

Applicant: SEC Planning, LLC

Owner: MANOR 290 OZ REAL ESTATES LP

The Planning and Zoning Commission will meet at 6:30PM on February 8, 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 Concept Plan 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.

LI ZHIYU & PU WANG
10619 WINCHELSEA DR
AUSTIN, TX 78750-4033

SPELLING KAREN COX
APT 701-700 MANDARIN FLYWAY
CEDAR PARK, TX 78613-4183

CHEN YUH CHYAU
2 TIMBERFIELD WAY
PITTSFORD , NY 14534-2162

SUNIGA ELIZABETH C & JOSEPH
ANTHONY
13317 PINE NEEDLE ST
MANOR , TX 78653-5403

ARRIAGA TRISHA
13312 PINE NEEDLE ST
MANOR , TX 78653-5403

MEADOR JEANNETTE
13313 PINE NEEDLE ST
MANOR , TX 78653-5403

GAZDER SARA & ALTAMASH ZIA
13308 PINE NEEDLE ST
MANOR , TX 78653-5403

RODRIGUEZ CLAUDIA I
13309 PINE NEEDLE ST
MANOR , TX 78653-5403

CHANDIO RIDABA G & MUHAMMAD L
13304 PINE NEEDLE ST
MANOR , TX 78653-5403

HRYNIEWICZ BRIANA NICHOLE
13305 PINE NEEDLE ST
MANOR , TX 78653-5403

GAZDER RASHID J & NOOH
13300 PINE NEEDLE ST
MANOR , TX 78653-5403

VAZQUEZ MARIO A & GRACIELA
13301 PINE NEEDLE ST
MANOR, TX 78653-5403

RAMIREZ GILBERT
13240 PINE NEEDLE ST
MANOR , TX 78653-5407

ROMERO CHRISTINA
13237 PINE NEEDLE ST
MANOR, TX 78653-5407

NEW COURTNEY
13236 PINE NEEDLE ST
MANOR , TX 78653-5407

PEREZ JESUS M TORRES
13233 PINE NEEDLE ST
MANOR, TX 78653-5407

PEREZ-GARCIA EFRAIN
13232 PINE NEEDLE ST
MANOR, TX 78653-5407

TREVINO ERIC
13229 PINE NEEDLE ST
MANOR, TX 78653-5407

CASTANEDA GUILLERMO SR
13228 PINE NEEDLE ST
MANOR , TX 78653-5407

HARRIS PATRICK DEVON
13225 PINE NEEDLE ST
MANOR , TX 78653-5407

CARRILLO JUAN
13224 PINE NEEDLE ST
MANOR , TX 78653-5407

MARTINEZ ROSA M
13221 PINE NEEDLE ST
MANOR , TX 78653-5407

CONTINENTAL HOMES OF TEXAS LP
10700 PECAN PARK BLVD STE 400
AUSTIN, TX 78750-1447

WARNE TARA ANN & CHRISTOPHER
MATTHEW WARNE
13217 PINE NEEDLE ST
MANOR , TX 78653-5407

MORALES JORGE
13216 PINE NEEDLE ST
MANOR , TX 78653-5407

FITZGERALD MICHAEL P
13213 PINE NEEDLE ST
MANOR , TX 78653-5407

ESPINOSA CAIN
13212 PINE NEEDLE ST
MANOR , TX 78653-5407

OCAMPO MANUEL
13209 PINE NEEDLE ST
MANOR , TX 78653-5407

REED MOISE KWAME & NICOLE
13208 PINE NEEDLE ST
MANOR , TX 78653-5407

DIALLO MAMADOU MOUSSA
3316 FALCONERS WAY
PFLUGERVILLE, TX 78660-7825



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .264 acres, more or less, and being located at 101 W. Boyce, Manor, TX from Neighborhood Business (NB) to Downtown Business (DB).

Applicant: Jiwon Jung
Owner: Buildblock

BACKGROUND/SUMMARY:

The owner is seeking to rezoning this lot, and adjacent lots, to Downtown Business to allow for denser mixed-use development. The requested zoning is in accordance with the adopted Future Land Use Map which designated the area as Downtown Mixed-Use. This item was postponed at the January 18, 2023, Regular Council meeting.

P&Z voted 3-1 to approve

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

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- FLUM
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the first reading of an Ordinance rezoning one (1) lot on .264 acres, more or less, and being located at 101 W. Boyce, Manor, TX from Neighborhood Business (NB) to Downtown Business (DB).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM NEIGHBORHOOD BUSINESS (NB) TO DOWNTOWN BUSINESS (DB); 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 Exhibit "A" (the "Property"), from the current zoning district Neighborhood Business (NB) to zoning district Downtown Business (DB). The Property is accordingly hereby rezoned to Downtown Business (DB).

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.

Page 2

PASSED AND APPROVED FIRST READING on this the 15th day of February 2023.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of February 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "A"

Property Address:

101 West Boyce Street, Manor, TX 78653

Property Legal Description:

Lots 4 and 5, Block 43, Town of Manor

Dec. 02, 2022

Development Services
City of Manor
105 E Eggleston Street
Manor, TX 78653

Letter of Intent for Rezoning

Project Address: 101 W Boyce St, Manor, TX 78653

Property ID: 238627

Legal Description: LOT 4-5 BLK 43 MANOR TOWN OF

The property owner seeks to rezone the 0.264-acre lot located at 101 W Boyce St, Manor, TX 78653 from NB (Neighborhood Business) to DB (Downtown Business).

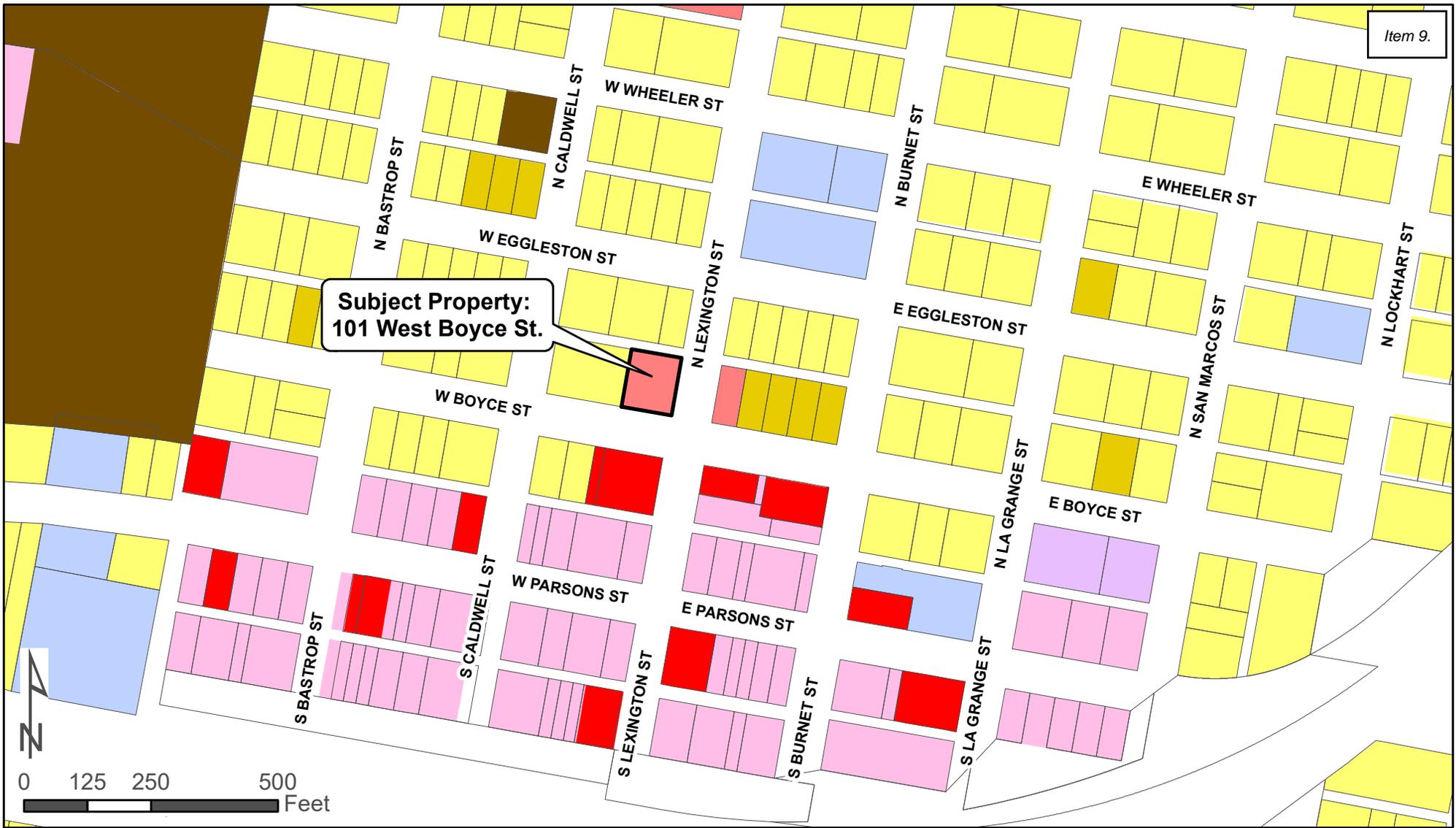
Manor city is planning to expand its central commercial area to revitalize the city and improve the quality of life of adjacent residential areas. To keep up with that idea, dense development of urban areas, especially divided into Downtown Mixed-Use uses including the site, will be required. However, the subject site, which is in the Downtown Mixed-Use area, is currently designated as an NB(Neighborhood Business) zone, and only low-density development is possible, which is not in line with Manor city's urban planning. In this situation, I hope that we can create a dense commercial and residential community to meet the idea of Manor city planning, through this zoning change.

As a large multi-family and mixed-use development project such as Manor Crossing Project is planned, the owner seeks an opportunity to respond to the population growth. Rezoning this tract will allow providing opportunities for cultural diversity and commercial growth. The property currently sits along West Boyce Street as a cross lot being DB-zoned parcel. I believe that rezoning the subject tract as proposed will not alter or impair the adjacent uses/properties.

I appreciate your consideration of the proposed rezoning application for approval and will be available to answer questions you might have regarding this matter. Please do not hesitate to email with your questions and comments.

Sincerely,

Jiwon Jung
CEO of Build Block Inc.
101 W Boyce St,
Manor, TX 78653



Current:
Neighborhood Business (NB)

Proposed:
Downtown Business (DB)

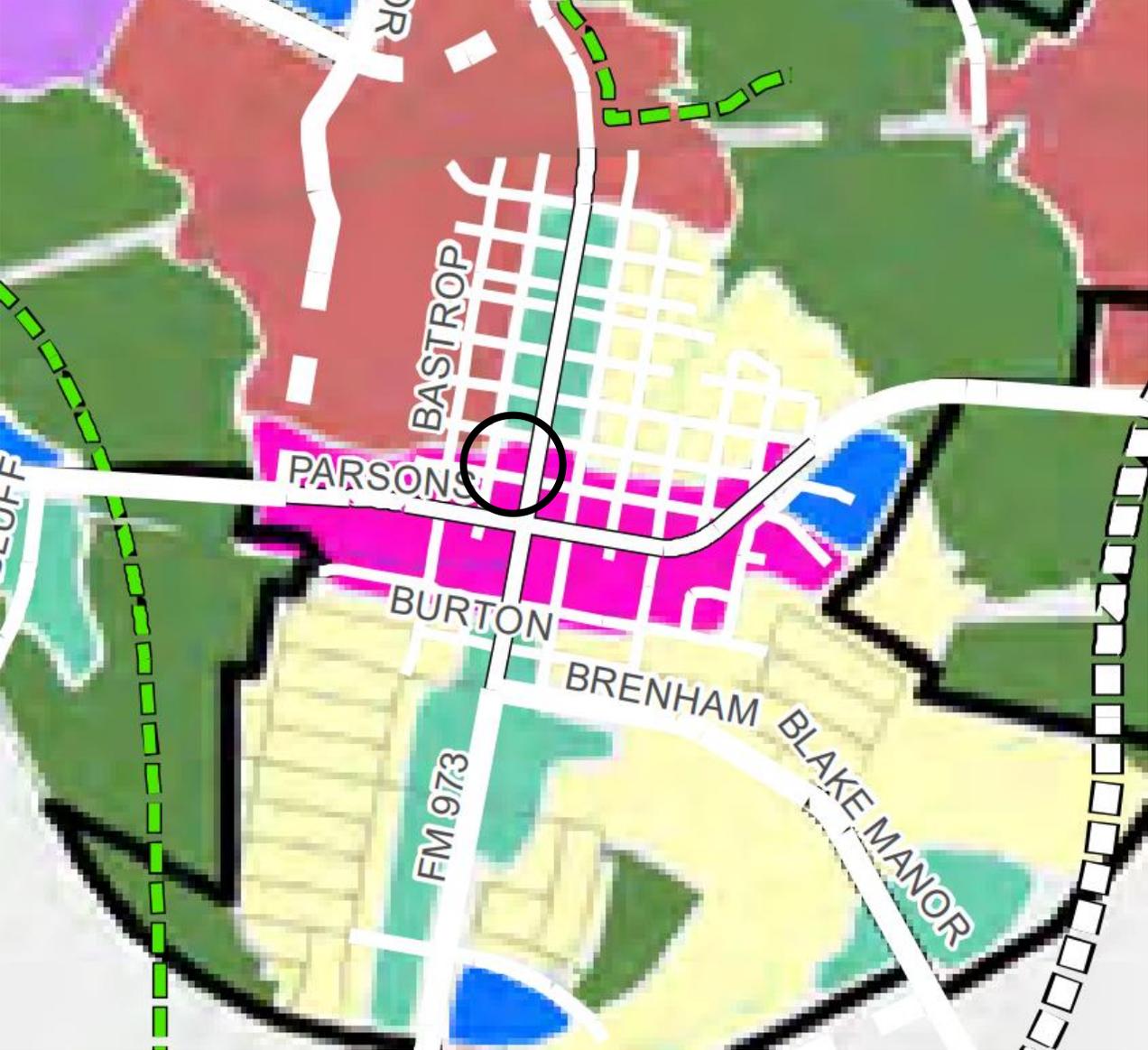
Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium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

101 W Boyce
Aerial Image

Legend

-  101 W Boyce Item 9.
-  City of Manor City Hall
-  Feature 1
-  Feature 2





DOWNTOWN MIXED-USE

Downtown Mixed-Use is intended for the residential, commercial, business, and office uses that line the Old Highway 20 corridor and adjacent streets, including the traditional downtown shopping district of Manor.

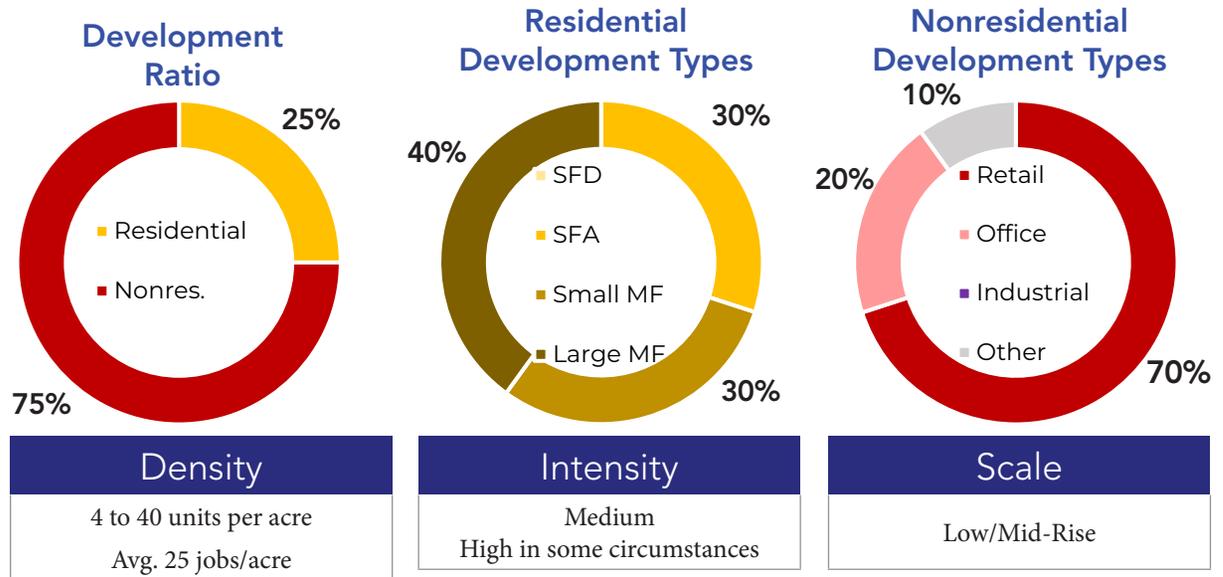
Not only is this area currently a mixed-use environment currently, but it is envisioned to see a strong reinvention via more density and a higher mix of uses in the future. This area should be designed to accommodate transit, should rail services extend to Manor from Austin. However, even if the rail does not come, a downtown that is comprised of high-density mixed-use development will still bring many opportunities and benefits to the community.

Densities range between 4 and 40 units per acre, although individual sites may achieve higher densities if they are coordinated within the rest of the area, provide superior access to services and amenities, and appropriate compatibility to adjacent uses is provided.

Here, infill development especially presents opportunities for small businesses, unique and dense housing options and potentially even small scale/artisan manufacturing.

The pedestrian environment and experience should be top priority in Downtown and feature public gathering places, active streets, engaging storefronts, and sidewalk cafes. This is the best place in Manor to double down on and invest in creating a sense of place and identity for the community.

Figure 3.10. Downtown Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered compatible since the intent is to provide retail/services, activity centers and diversified housing to support surrounding neighborhoods and drive community identity/gathering
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and De-tached Missing Middle	● ● ● ○ ○	This can be compatible provided that the overall Downtown Mixed Use area also contains mixed-use urban flex buildings or shopping centers with which this housing product integrates in a manner to promote walkability and transitions; these development types should be located on secondary roads rather than primary thoroughfares within Downtown, as those areas are best reserved for ground-floor retail and services
Apartment House (3-4 units)	● ● ● ○ ○	
Small Multifamily (8-12 units)	● ● ● ○ ○	
Large Multifamily (12+ units)	● ● ● ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ● ● ● ●	This is the ideal form of development within the Downtown Mixed Use category; provides for activity centers, retail, services and diverse housing options at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; design should emphasize the pedestrian experience rather than people driving automobiles
Mixed-Use Urban, Community Scale	● ● ● ○ ○	Not generally considered compatible due to incompatible scale with neighborhoods, but can be depending on adjacencies to green space or more intensive uses
Shopping Center, Neighborhood Scale	● ● ● ● ○	While less preferred than a mixed-use urban flex building, the use provides for activity centers, retail and services at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; becomes more compatible if a horizontal approach to mixed-use is deployed, such as inclusion of small apartments nearby or within the same site, or to match the scale of adjacent historic buildings
Shopping Center, Community Scale	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be depending on adjacencies to green space or more intensive uses; may function better on the western and eastern edges of the Downtown Mixed Use area
Light Industrial Flex Space	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience. Examples of appropriate uses might include maker spaces, coffee roasting, micro-breweries, and similar businesses
Manufacturing	● ○ ○ ○ ○	Not considered compatible
Civic	● ● ● ● ●	Considered supportive to the function and livability of this future land use category, government buildings, schools and community facilities can serve as activity hubs.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

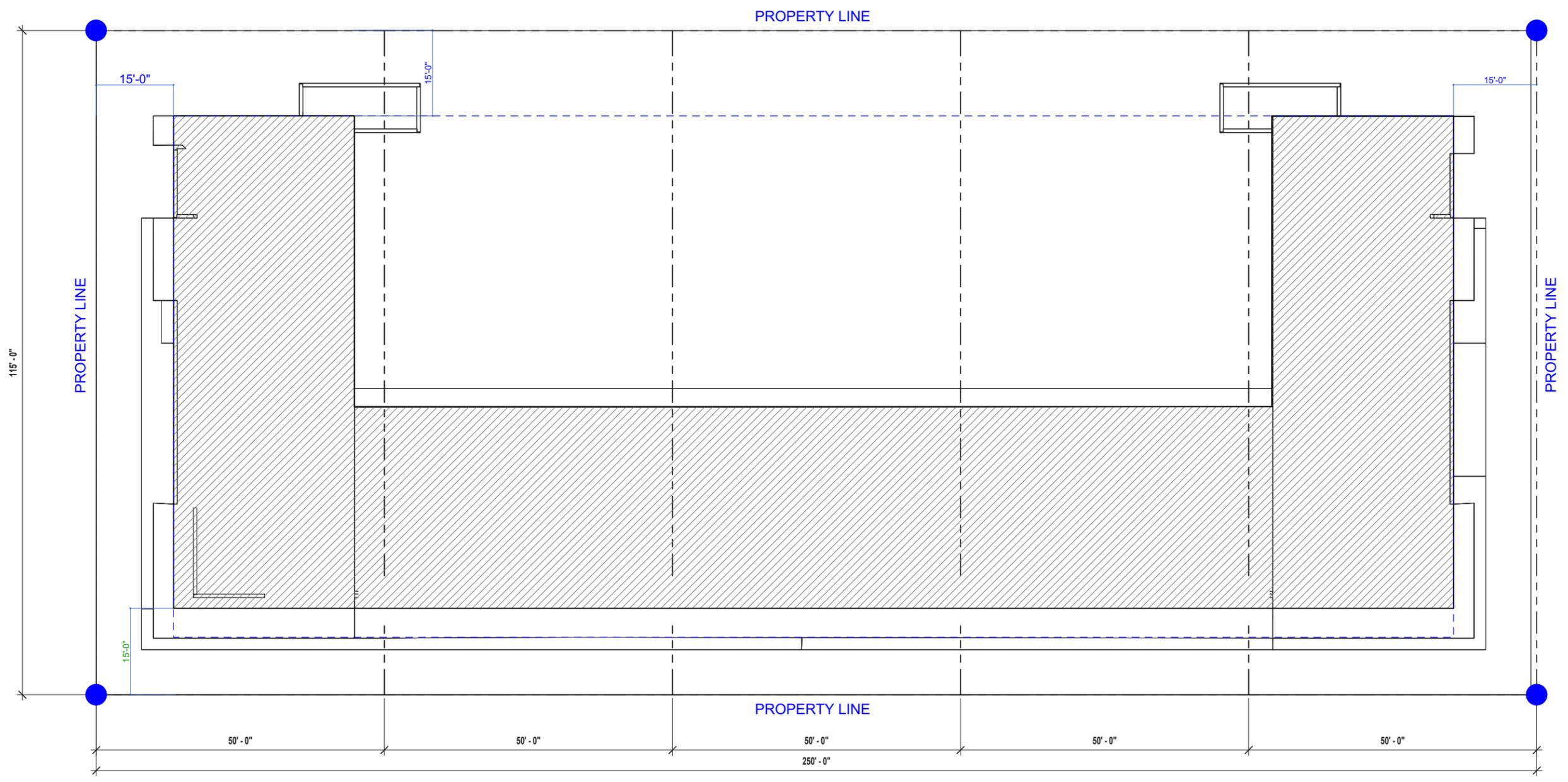
MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: **2/1/2023**

DRAWN BY:

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FEASIBILITY
ANALYSIS - 1 LOT



1 SITE PLAN BUILDING SETBACKS- 1 LOT
SCALE: 1" = 20'



1212 Chicon, Unit 101
Austin, Texas 78702

Subject Property: Lots 101-107 W. Boyce Street
Property ID: 238627, 238628

Legal Description:
Lots 1-3 Block 43 Town of Manor (.396 acres)
Lots 4-5 Block 43 Town of Manor (.264 acres)

Lot size- 5750 sf Proposed Mixed Use

Zoning- DB
Setbacks:

- Front - 15'-0"
- Side- 0-10' to Non-Residential
20'-0" to Residential)
- Rear- 20'-0" to Residential
0-10' to Non Residential
- Street Side - 15'-0"

Max Bldg Ht- 60'-0"
Max Bldg Coverage- 95%
Minimum Dwelling Size- 1000 sf
 500 sf Historic
Max # of Dwelling Units- 15 per Acre

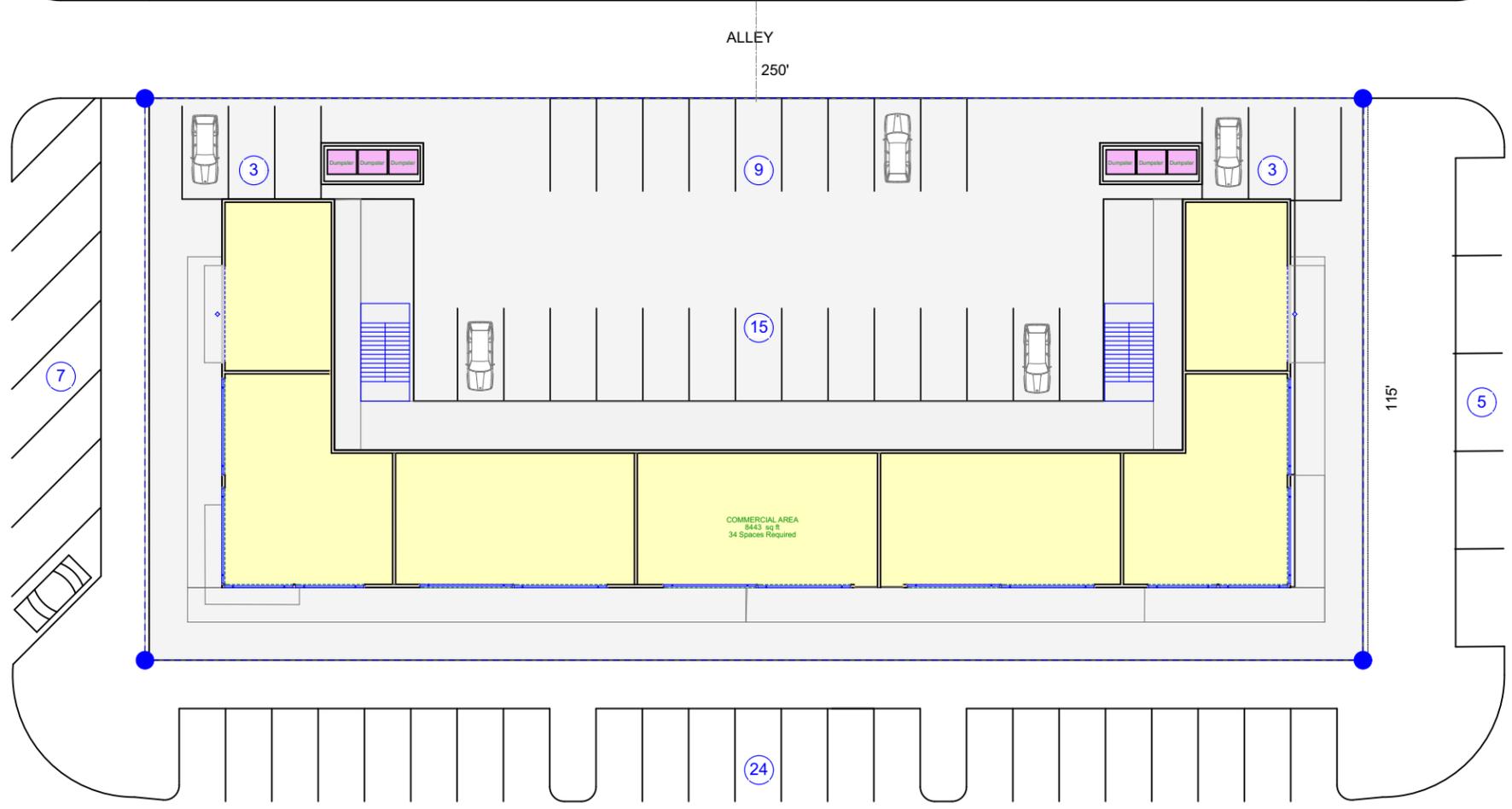
Parking Analysis
 16 Residential Parking Spaces Required
 34 Commercial Parking Spaces Required
TOTAL SPACES REQUIRED= 50

30 On-Site Parking Spaces Provided
 36 Off-Site Street Parking Spaces Provided
TOTAL SPACES PROVIDED= 66

LOT 1: 5750 sf Mixed Use
Building Analysis:
 Level 1 Commercial- 8443 sf
 Level 2 Residential-
 (4) 2BR Units 910 sf each
 (2) 2 BR Studios 850 sf each
 (4) 1 BR Studios 800 sf each



2 Story 2
 SCALE: 1/32" = 1'-0"



1 Story
 SCALE: 1/32" = 1'-0"

**MANOR
 Mixed Use
 Development**
 101-107 Boyce Street
 Manor, TX 78653

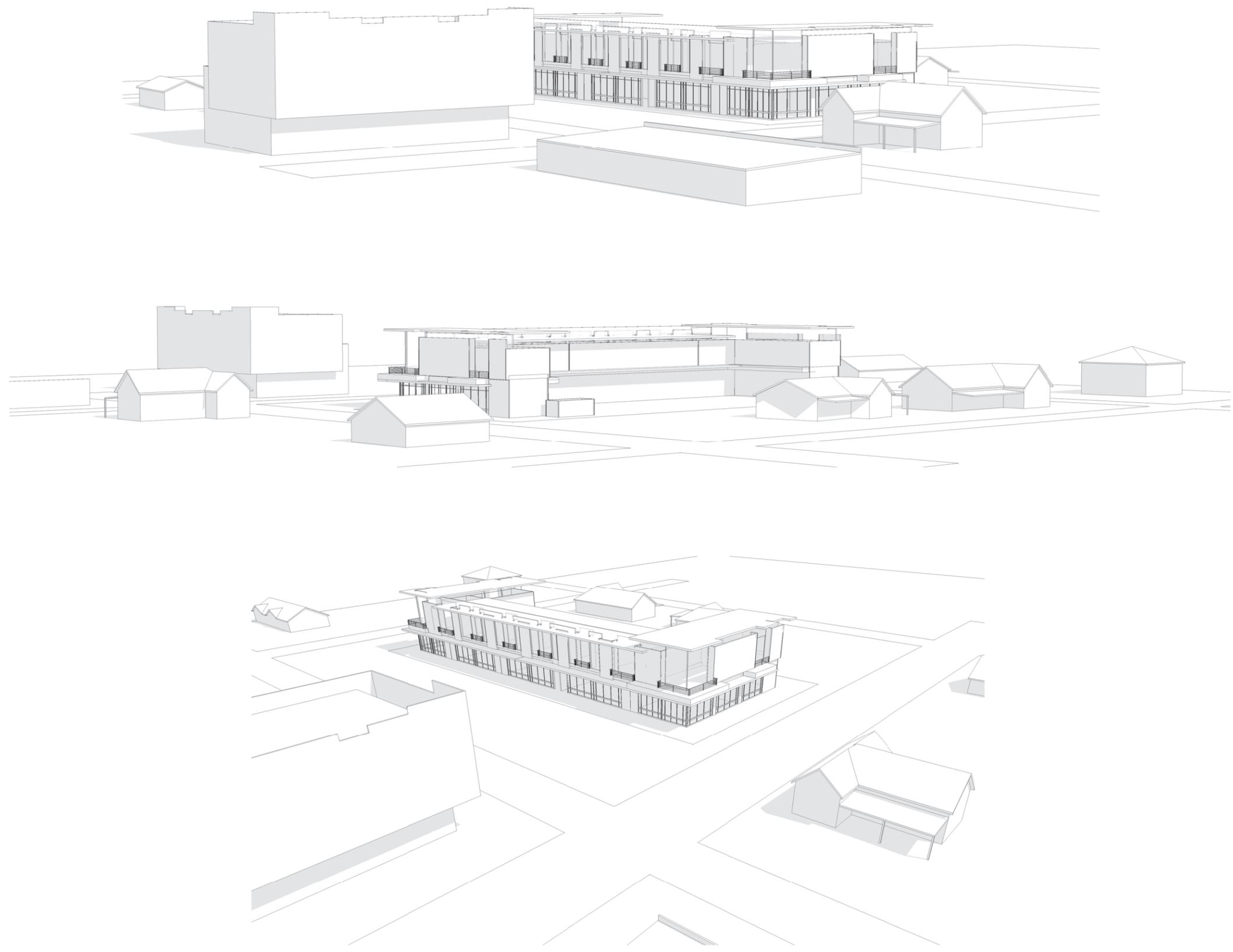
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**SCHEMATIC
 DESIGN -1 LOT**



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702



MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023

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AERIAL SITE
CONTEXT- 1 LOT



1 PERSPECTIVE VIEW- 1 LOT



4 AERIAL VIEW- 1 LOT



2 PERSPECTIVE VIEW- 1 LOT



5 PERSPECTIVE VIEW- 1 LOT



3 AERIAL VIEW- 1 LOT



6 PERSPECTIVE VIEW- 1 LOT



Item 9.

ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023

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SCHEMATIC
DESIGN 1 LOT-
PERSPECTIVES

02.3



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

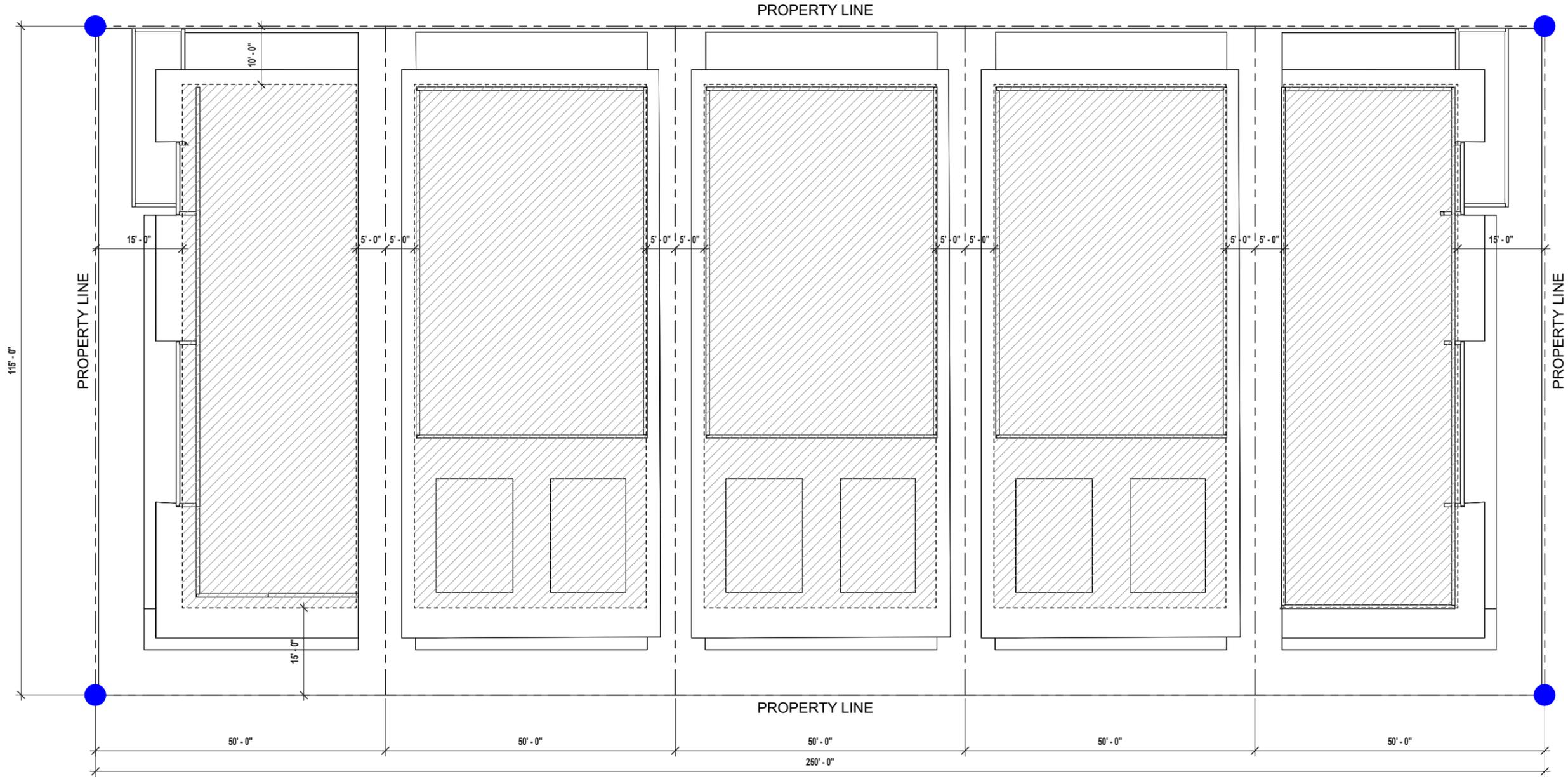
MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: **2/1/2023**

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FEASIBILITY
ANALYSIS - 5
LOTS



1 SITE PLAN- BUILDING SETBACKS -5 LOTS
SCALE: 1" = 20'



Subject Property: Lots 101-107 W. Boyce Street
 Property ID: 238627, 238628
 Legal Description:

Lots 1-3 Block 43 Town of Manor (.396 acres)
 Lots 4-5 Block 43 Town of Manor (.264 acres)
 Lot size- 5750 sf Proposed Mixed Use

Zoning- DB
 Setbacks:
 Front - 15'-0"
 Side- 0-10' to Non-Residential
 20'-0" to Residential)
 Rear- 20'-0" to Residential
 0-10' to Non Residential
 Street Side - 15'-0"

Max Bldg Ht- 60'-0"
 Max Bldg Coverage- 95%
 Minimum Dwelling Size- 1000 sf
 500 sf Historic
 Max # of Dwelling Units- 15 per Acre

Parking Analysis
 20 Residential Parking Spaces Required
 31 Commercial Parking Spaces Required
 TOTAL SPACES REQUIRED= 51

22 On-Site Parking Spaces Provided
 36 Off-Site Street Parking Spaces Provided
 TOTAL SPACES PROVIDED= 58

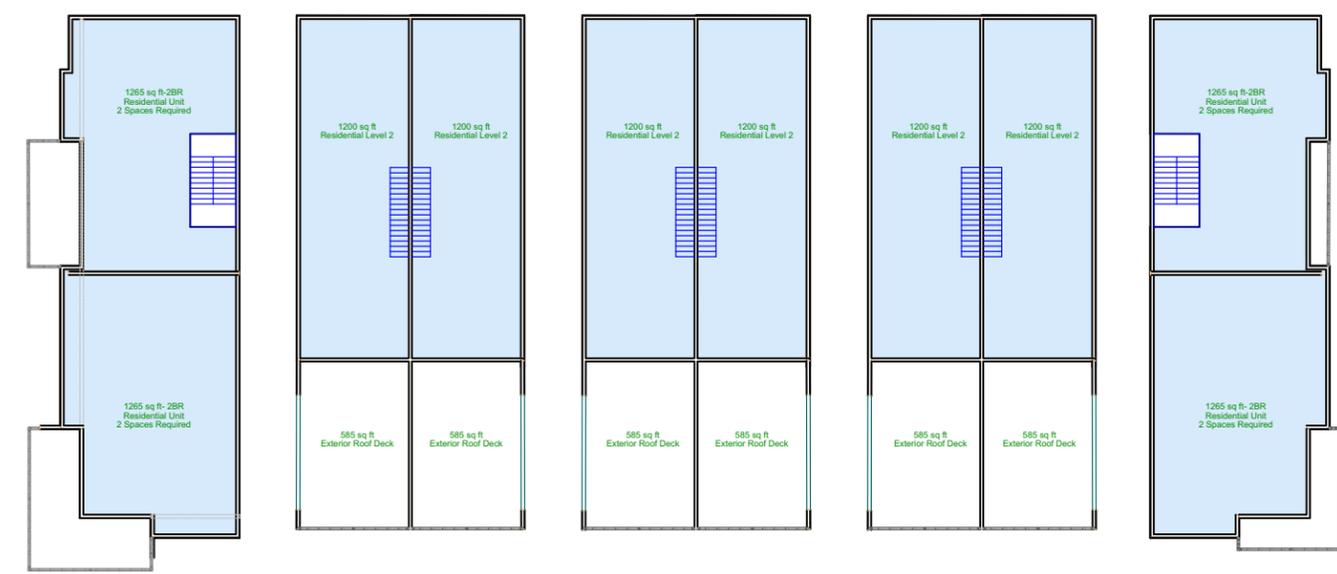
LOT 1: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 2000 sf
 Level 2 Residential-
 (2) 2BR Units 1265 sf each
 Parking Required- 12 Spaces
 On-Site Parking- 4 Spaces

LOT 2: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 1200 sf
 Level 1 & 2 Residential-
 (2) 2 BR Townhome- 2000 sf each
 Parking Required- 9 Spaces
 On Site Parking- 4 Spaces

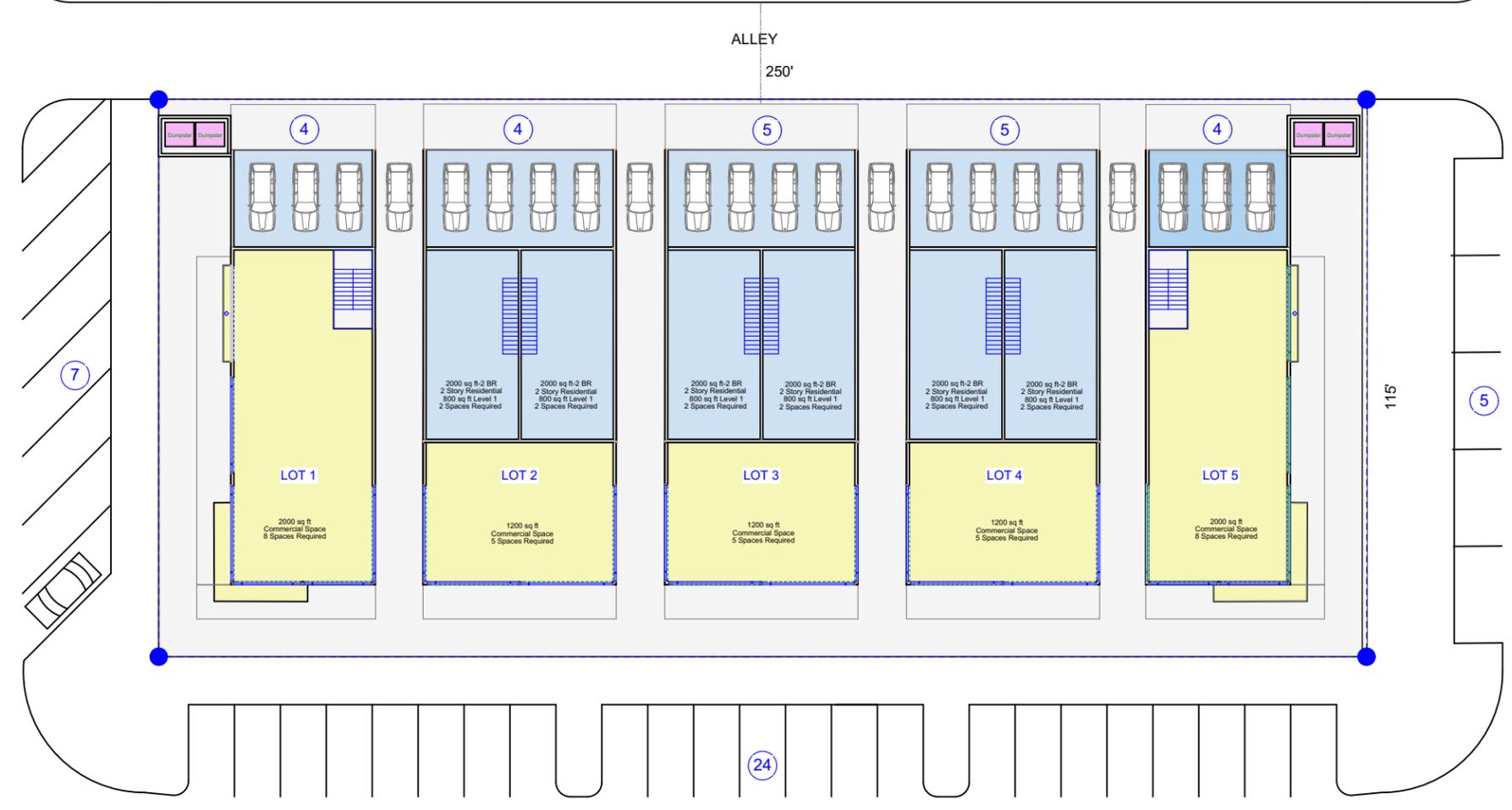
LOT 3: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 1200 sf
 Level 1 & 2 Residential-
 (2) 2 BR Townhome- 2000 sf each
 Parking Required- 9 Spaces
 On Site Parking- 5 Spaces

LOT 4: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 1200 sf
 Level 1 & 2 Residential-
 (2) 2 BR Townhome- 2000 sf each
 Parking Required- 9 Spaces
 On Site Parking- 5 Spaces

LOT 5: 5750 sf Mixed Use



2 LEVEL 2
 SCALE: 1/32" = 1'-0"



1 GROUND LEVEL 1
 SCALE: 1/32" = 1'-0"

**MANOR
 Mixed Use
 Development**
 101-107 Boyce Street
 Manor, TX 78653

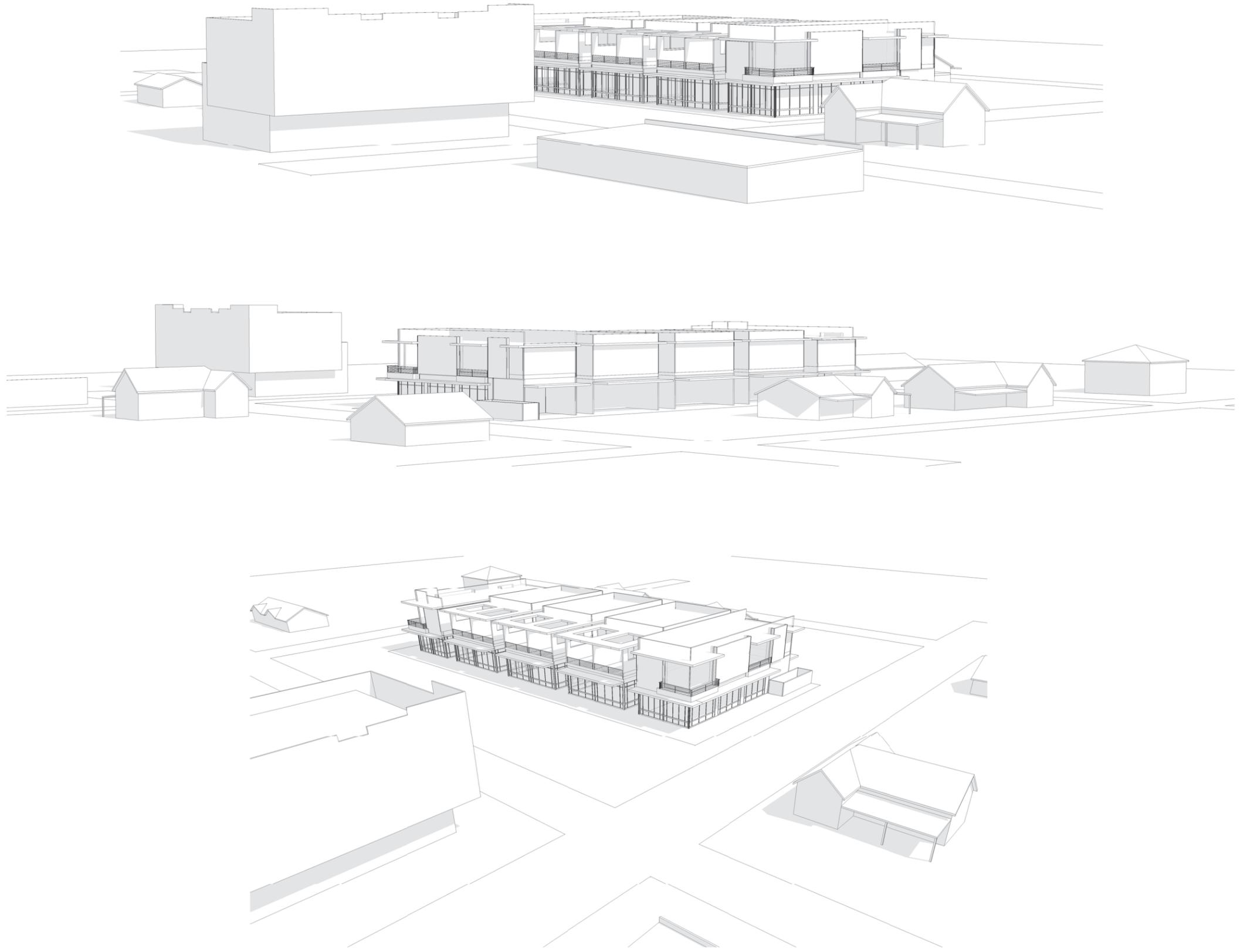
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**SCHEMATIC
 DESIGN- 5 LOTS**



ELEMENT 5
ARCHITECTURE

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Austin, Texas 78702



MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023

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AERIAL SITE
CONTEXT- 5
LOTS

01.2

1 AERIAL VIEW- 5 LOTS

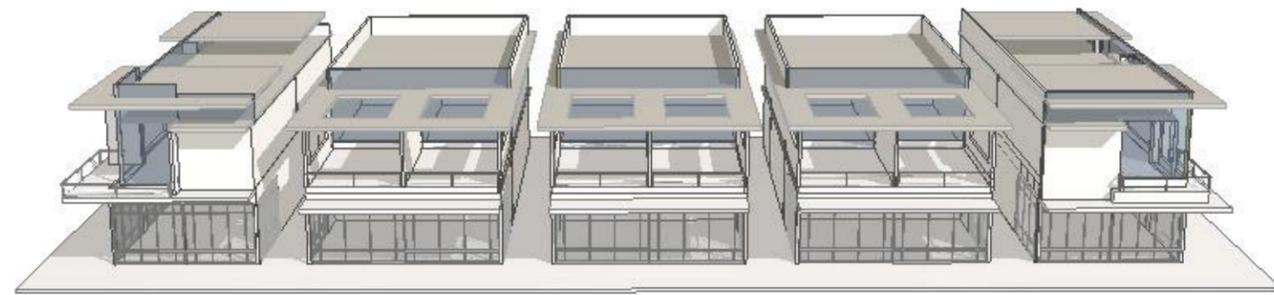


ELEMENT 5
ARCHITECTURE

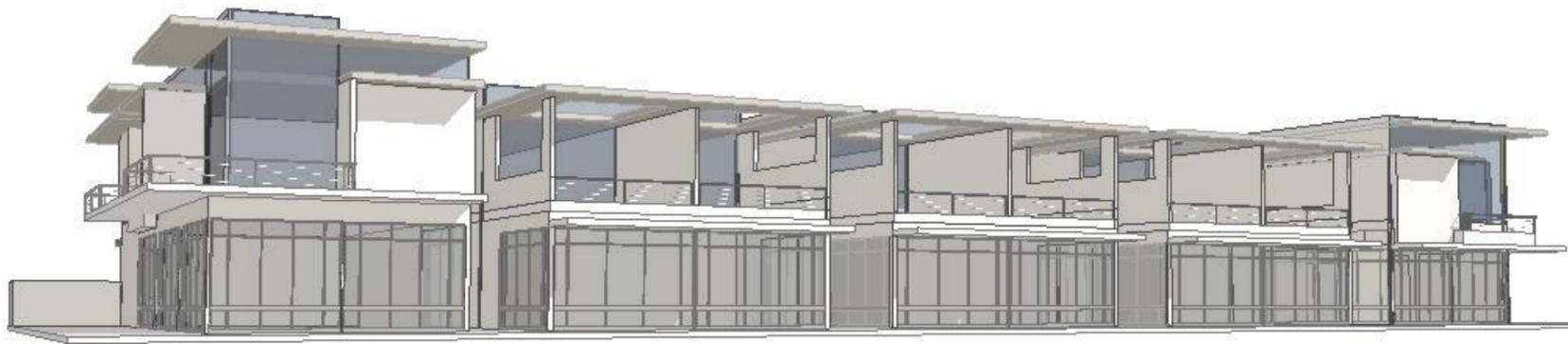
1212 Chicon, Unit 101
Austin, Texas 78702



1 PERSPECTIVE VIEW- 5 LOTS



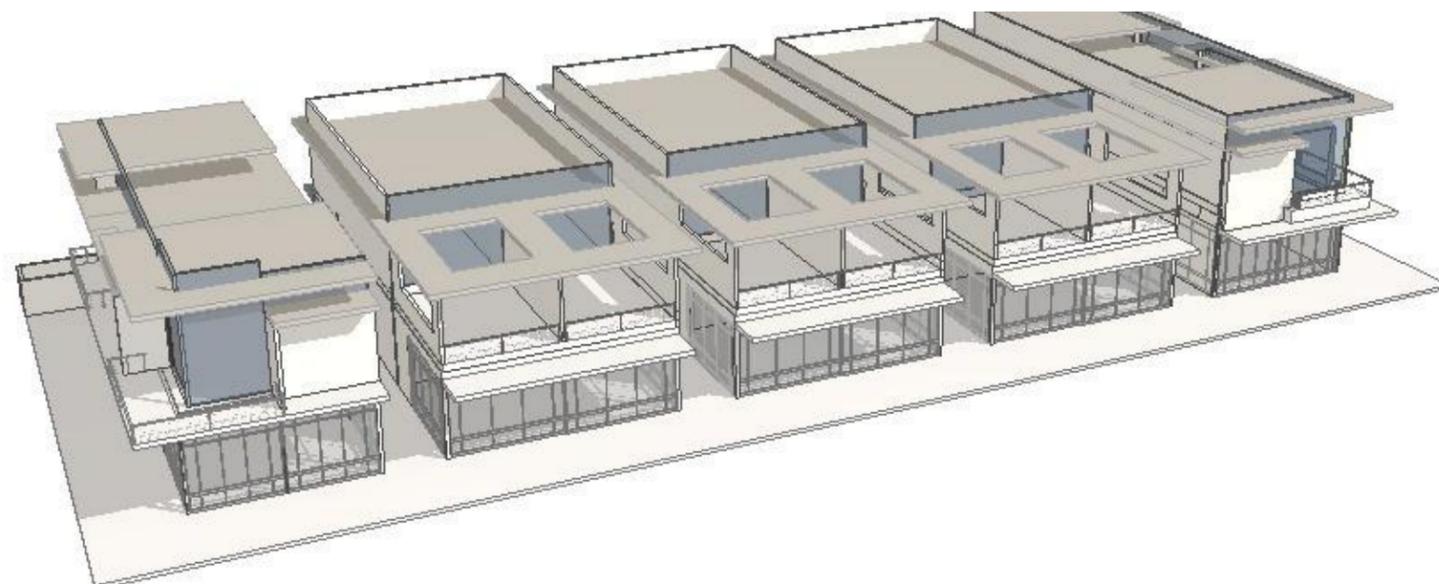
4 AERIAL VIEW- 5 LOTS



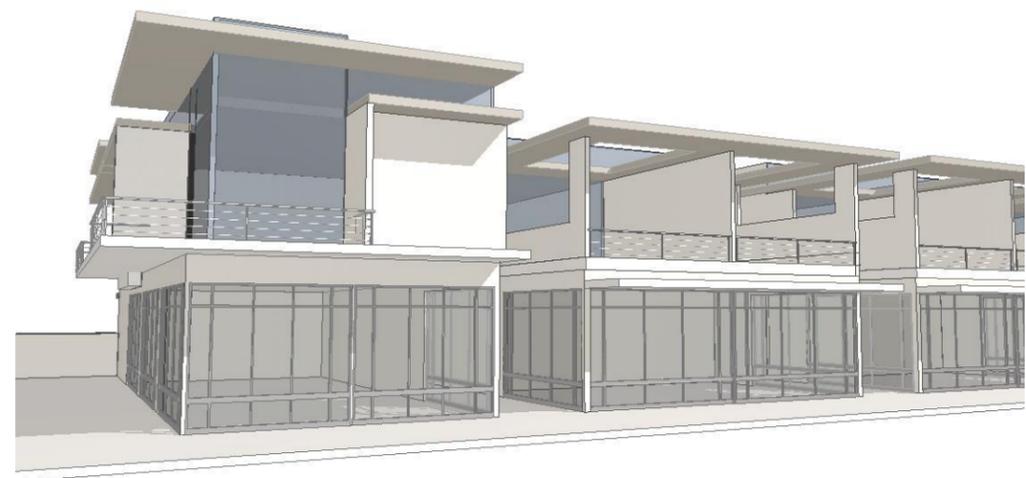
2 PERSPECTIVE VIEW- 5 LOTS



5 AERIAL VIEW- 5 LOTS



3 AERIAL VIEW- 5 LOTS



6 PERSPECTIVE VIEW- 5 LOTS

MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023
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SCHEMATIC
DESIGN 5 LOTS -
PERSPECTIVES



12/21/2022

City of Manor Development Services

Notification for a Subdivision Rezoning Application

Project Name: 101 W Boyce Rezoning NB to DB
 Case Number: 2022-P-1494-ZO
 Case Manager: Michael Burrell
 Contact: 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 101 W Boyce, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on .264 acres, more or less, and being located at 101 W Boyce, Manor, TX from Neighborhood Business (NB) to Downtown Business (DB).

Applicant: Jiwon Jung

Owner: Buildblock

The Planning and Zoning Commission will meet at 6:30PM on January 11, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on January 18, 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 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.

Jesse & Julia Rocha
PO Box 1002
Manor TX 78653

Alfredo, Contreras Renteria, Aurelia
PO Box 11
Manor TX 78653

Bradley G & Paula B Bowen
18109 Whitewater CV
Round Rock TX 78681

Jesse & Olivia Sanchez
PO Box 811
Manor TX 87653

**Jose Soto & Maribella, Cortez
Gonzalez, Jaimes**
14845 Bois Darc LN
Manor TX 78653

Sepeco
PO Box 170309
Austin TX 78717

Build Block Inc
2700 E 2nd St
Los Angeles CA 90033

Jorge Moreno
4301 Jan St Unit B
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9009 Fairway Hill Dr
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Emma Gildon
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Ofelia Estrada
PO Box 108
Manor TX 78653

Ernesto Suarez
14121 Bois D Arc Ln
Manor TX 78653

Moein M Hassan
PO Box 140853
Austin TX 78714

Carmen Davila
205 W Eggleston
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Austin TX 78731

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1601 W 38th St Ste 2
Austin TX 78731

Glenissa & Torrey Overton
1135 Don Ann St
Austin TX 78721

Allen Matetzschk
207 E Eggleston
Manor TX 78653

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO DOWNTOWN BUSINESS (DB); 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 Exhibit "A" (the "Property"), from the current zoning district Single Family Suburban (SF-1) to zoning district Downtown Business (DB). The Property is accordingly hereby rezoned to Downtown Business (DB).

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.

Page 2

PASSED AND APPROVED FIRST READING on this the 15th day of February 2023.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of February 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "A"

Property Address:

107 West Boyce Street, Manor, TX 78653

Property Legal Description:

Lots 1, 2, and 3, Block 43, Town of Manor

Dec. 02, 2022

Development Services
City of Manor
105 E Eggleston Street
Manor, TX 78653

Letter of Intent for Rezoning

Project Address: 107 W Boyce St, Manor, TX 78653

Property ID: 238628

Legal Description: LOT 1-3 BLK 43 MANOR TOWN OF MH S#KBTXSNA/B344122

The property owner seeks to rezone the 0.396-acre lot located at 107 W Boyce St, Manor, TX 78653 from NB (Neighborhood Business) to DB (Downtown Business).

Manor city is planning to expand its central commercial area to revitalize the city and improve the quality of life of adjacent residential areas. To keep up with that idea, dense development of urban areas, especially divided into Downtown Mixed-Use uses including the site, will be required. However, the subject site, which is in the Downtown Mixed-Use area, is currently designated as an SF-1 zone, and only low-density development is possible, which is not in line with Manor city's urban planning. In this situation, I hope that we can create a dense commercial and residential community to meet the idea of Manor city planning, through this zoning change.

As a large multi-family and mixed-use development project such as Manor Crossing Project is planned, the owner seeks an opportunity to respond to the population growth. Rezoning this tract will allow providing opportunities for cultural diversity and commercial growth. The property currently sits along West Boyce Street as a cross lot being DB-zoned parcel. I believe that rezoning the subject tract as proposed will not alter or impair the adjacent uses/properties.

I appreciate your consideration of the proposed rezoning application for approval and will be available to answer questions you might have regarding this matter. Please do not hesitate to email with your questions and comments.

Sincerely,

Jiwon Jung
CEO of Build Block Inc.
2700 E 2nd St
Los Angeles, CA 90033



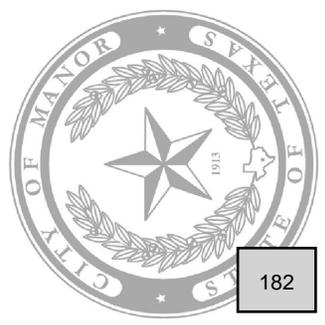
Subject Property:
107 West Boyce St.

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

Item 10.

Current:
Single Family Suburban (SF-1)

Proposed:
Downtown Business (DB)

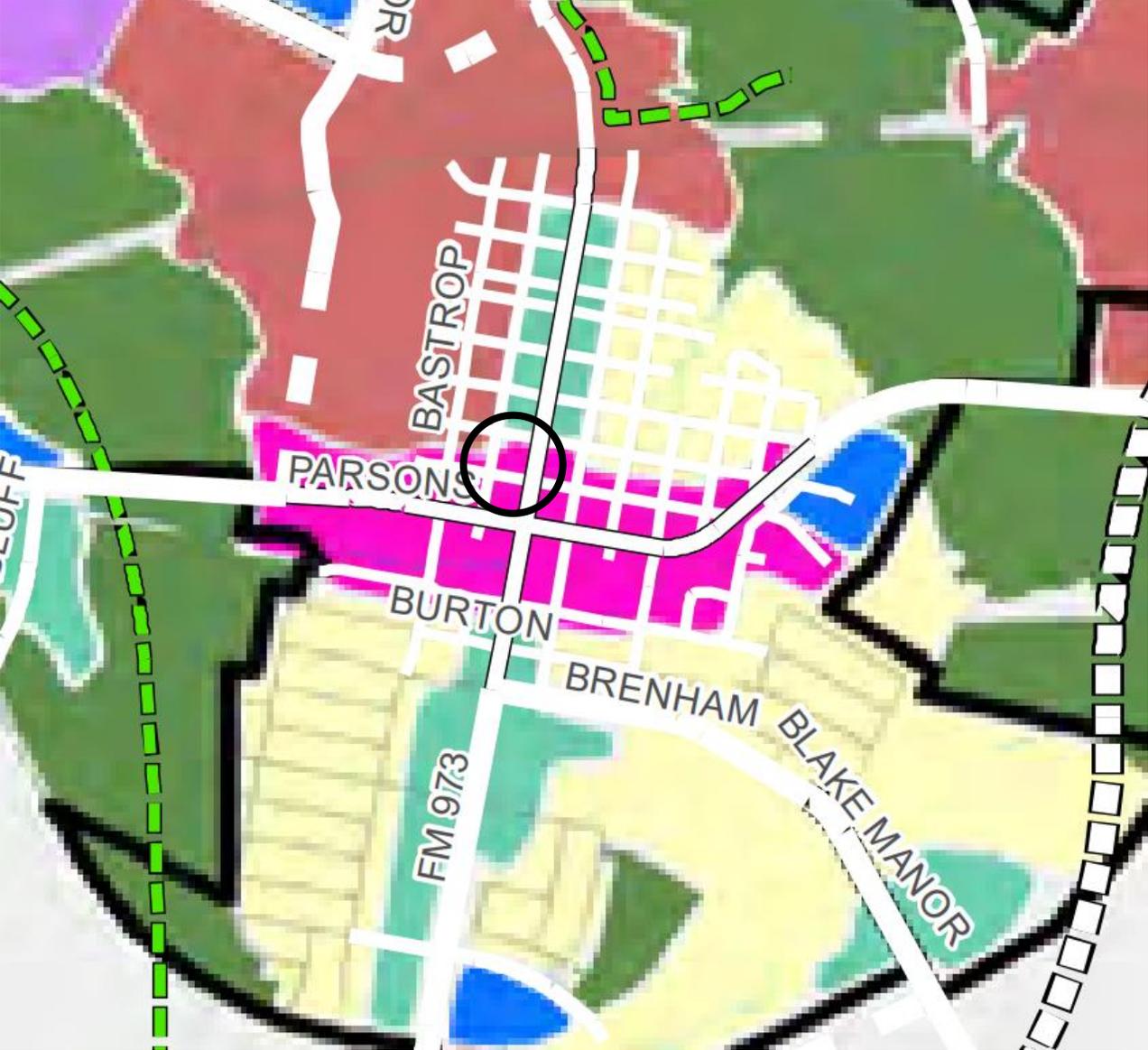


107 W Boyce
Aerial Image

Legend

- 📍 101 W Boyce Item 10.
- 📍 City of Manor City Hall
- 📍 Feature 1
- 📍 Feature 2





DOWNTOWN MIXED-USE

Downtown Mixed-Use is intended for the residential, commercial, business, and office uses that line the Old Highway 20 corridor and adjacent streets, including the traditional downtown shopping district of Manor.

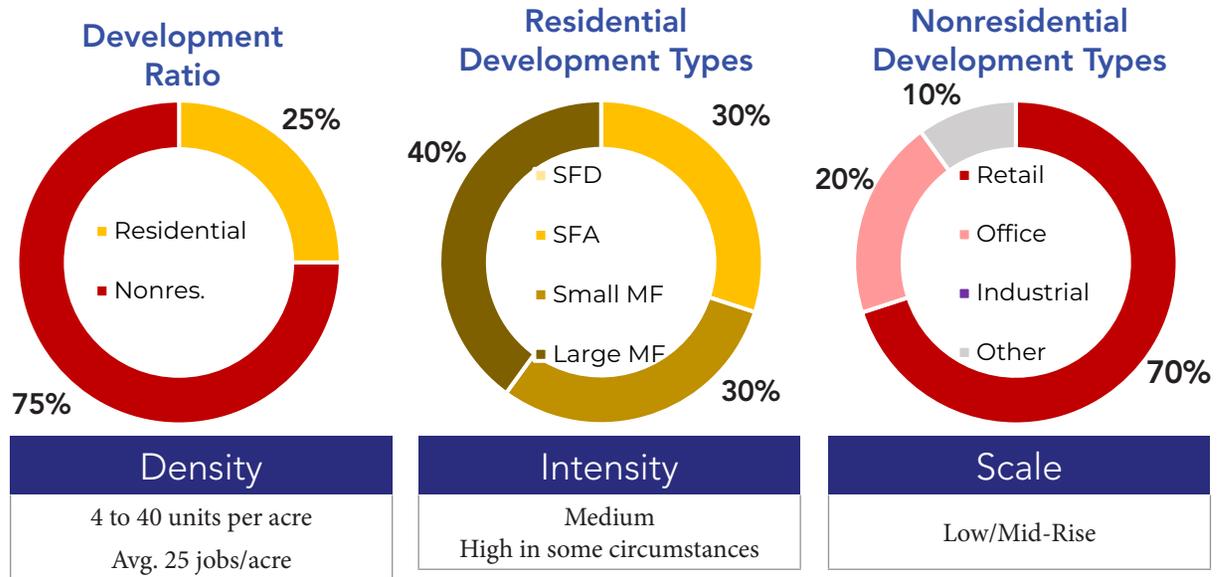
Not only is this area currently a mixed-use environment currently, but it is envisioned to see a strong reinvention via more density and a higher mix of uses in the future. This area should be designed to accommodate transit, should rail services extend to Manor from Austin. However, even if the rail does not come, a downtown that is comprised of high-density mixed-use development will still bring many opportunities and benefits to the community.

Densities range between 4 and 40 units per acre, although individual sites may achieve higher densities if they are coordinated within the rest of the area, provide superior access to services and amenities, and appropriate compatibility to adjacent uses is provided.

Here, infill development especially presents opportunities for small businesses, unique and dense housing options and potentially even small scale/artisan manufacturing.

The pedestrian environment and experience should be top priority in Downtown and feature public gathering places, active streets, engaging storefronts, and sidewalk cafes. This is the best place in Manor to double down on and invest in creating a sense of place and identity for the community.

Figure 3.10. Downtown Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered compatible since the intent is to provide retail/services, activity centers and diversified housing to support surrounding neighborhoods and drive community identity/gathering
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ● ● ○ ○	This can be compatible provided that the overall Downtown Mixed Use area also contains mixed-use urban flex buildings or shopping centers with which this housing product integrates in a manner to promote walkability and transitions; these development types should be located on secondary roads rather than primary thoroughfares within Downtown, as those areas are best reserved for ground-floor retail and services
Apartment House (3-4 units)	● ● ● ○ ○	
Small Multifamily (8-12 units)	● ● ● ○ ○	
Large Multifamily (12+ units)	● ● ● ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ● ● ● ●	This is the ideal form of development within the Downtown Mixed Use category; provides for activity centers, retail, services and diverse housing options at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; design should emphasize the pedestrian experience rather than people driving automobiles
Mixed-Use Urban, Community Scale	● ● ● ○ ○	Not generally considered compatible due to incompatible scale with neighborhoods, but can be depending on adjacencies to green space or more intensive uses
Shopping Center, Neighborhood Scale	● ● ● ● ○	While less preferred than a mixed-use urban flex building, the use provides for activity centers, retail and services at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; becomes more compatible if a horizontal approach to mixed-use is deployed, such as inclusion of small apartments nearby or within the same site, or to match the scale of adjacent historic buildings
Shopping Center, Community Scale	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be depending on adjacencies to green space or more intensive uses; may function better on the western and eastern edges of the Downtown Mixed Use area
Light Industrial Flex Space	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience. Examples of appropriate uses might include maker spaces, coffee roasting, micro-breweries, and similar businesses
Manufacturing	● ○ ○ ○ ○	Not considered compatible
Civic	● ● ● ● ●	Considered supportive to the function and livability of this future land use category, government buildings, schools and community facilities can serve as activity hubs.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.



Item 10.

ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: **2/1/2023**

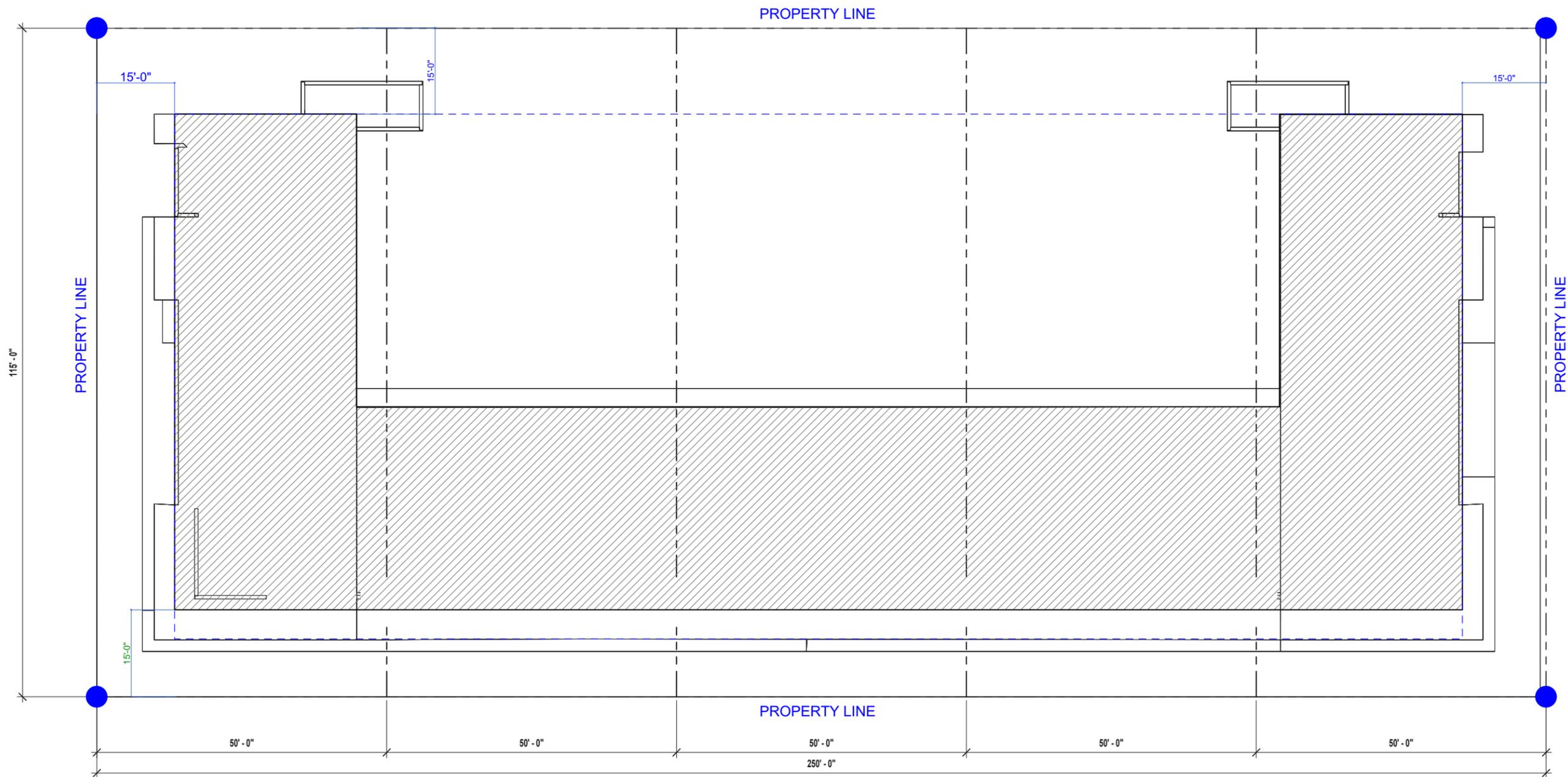
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FEASIBILITY
ANALYSIS - 1 LOT

02

187



1 SITE PLAN BUILDING SETBACKS- 1 LOT

SCALE: 1" = 20'



1212 Chicon, Unit 101
Austin, Texas 78702

Subject Property: Lots 101-107 W. Boyce Street
Property ID: 238627, 238628
Legal Description:
Lots 1-3 Block 43 Town of Manor (.396 acres)
Lots 4-5 Block 43 Town of Manor (.264 acres)
Lot size- 5750 sf Proposed Mixed Use
Zoning- DB
Setbacks:
Front - 15'-0"
Side- 0-10' to Non-Residential
20'-0" to Residential)
Rear- 20'-0" to Residential
0-10' to Non Residential
Street Side - 15'-0"

Max Bldg Ht- 60'-0"
Max Bldg Coverage- 95%
Minimum Dwelling Size- 1000 sf
500 sf Historic
Max # of Dwelling Units- 15 per Acre

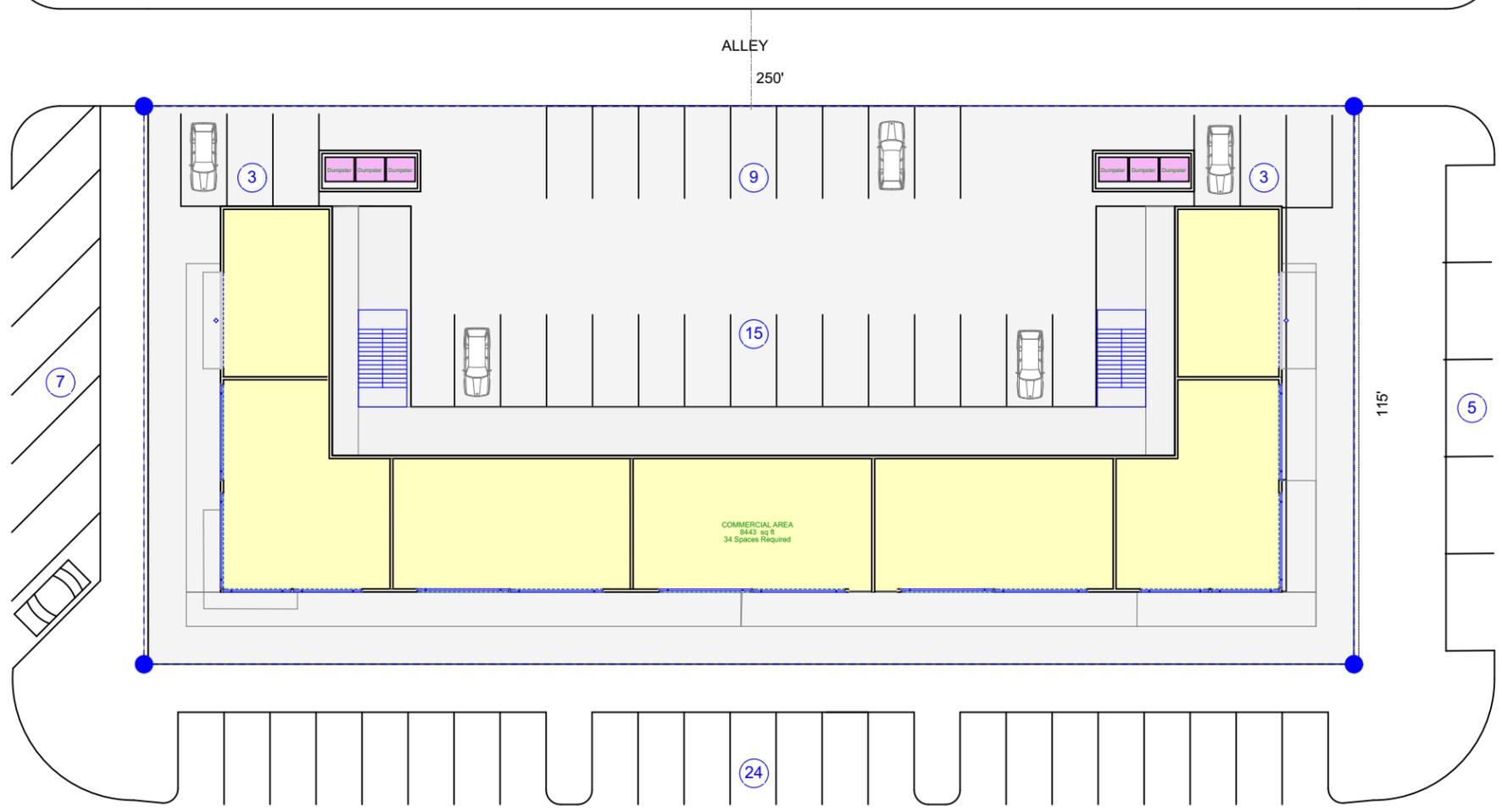
Parking Analysis
16 Residential Parking Spaces Required
34 Commercial Parking Spaces Required
TOTAL SPACES REQUIRED= 50

30 On-Site Parking Spaces Provided
36 Off-Site Street Parking Spaces Provided
TOTAL SPACES PROVIDED= 66

LOT 1: 5750 sf Mixed Use
Building Analysis:
Level 1 Commercial- 8443 sf
Level 2 Residential-
(4) 2BR Units 910 sf each
(2) 2 BR Studios 850 sf each
(4) 1 BR Studios 800 sf each



2 Story 2
SCALE: 1/32" = 1'-0"



1 Story
SCALE: 1/32" = 1'-0"

MANOR Mixed Use Development

101-107 Boyce Street
Manor, TX 78653

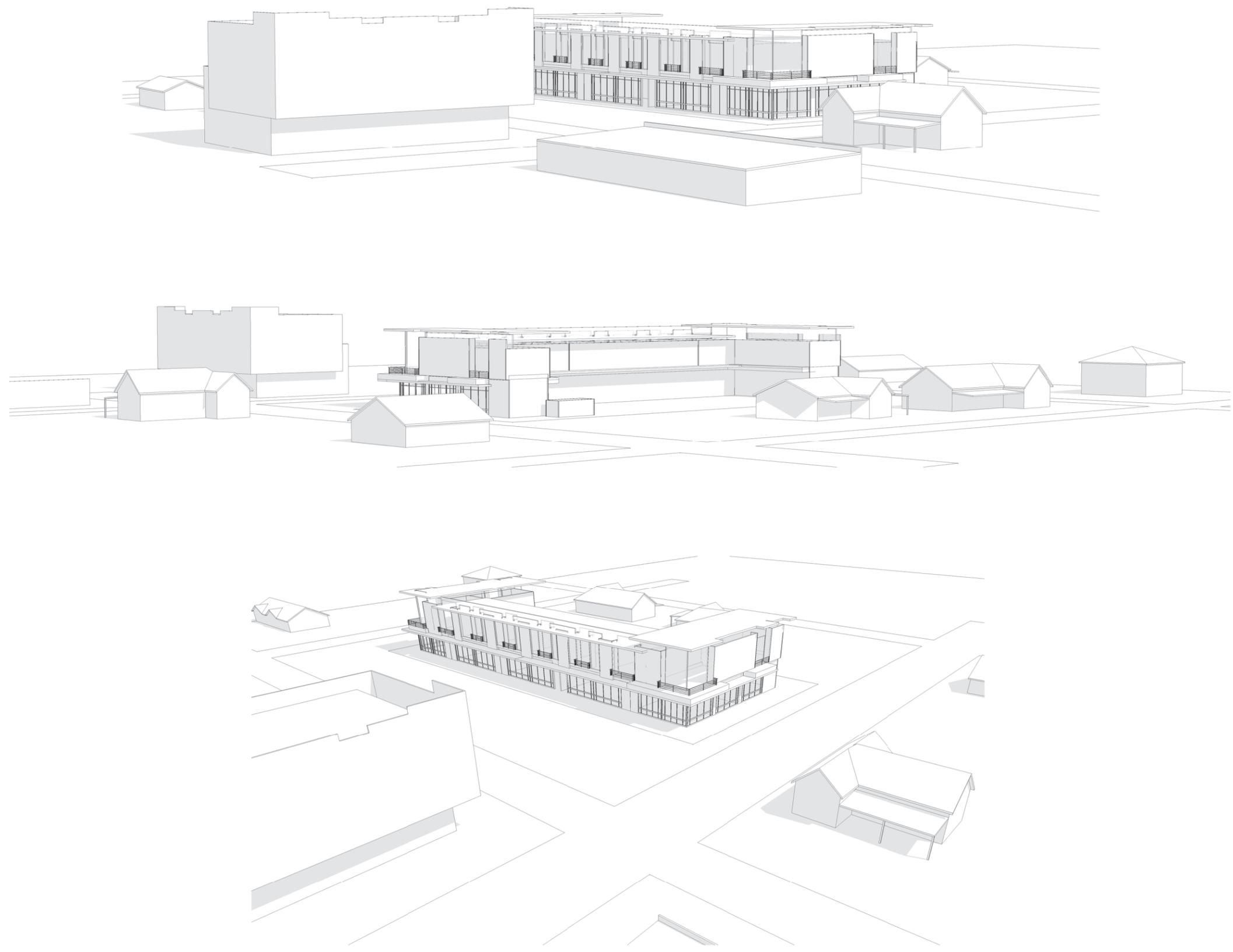
DATE: 2/1/2023
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**SCHEMATIC
DESIGN -1 LOT**



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702



MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023

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AERIAL SITE
CONTEXT- 1 LOT

02.2



1 PERSPECTIVE VIEW- 1 LOT



4 AERIAL VIEW- 1 LOT



2 PERSPECTIVE VIEW- 1 LOT



5 PERSPECTIVE VIEW- 1 LOT



3 AERIAL VIEW- 1 LOT



6 PERSPECTIVE VIEW- 1 LOT

MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023
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SCHEMATIC
DESIGN 1 LOT-
PERSPECTIVES



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: **2/1/2023**

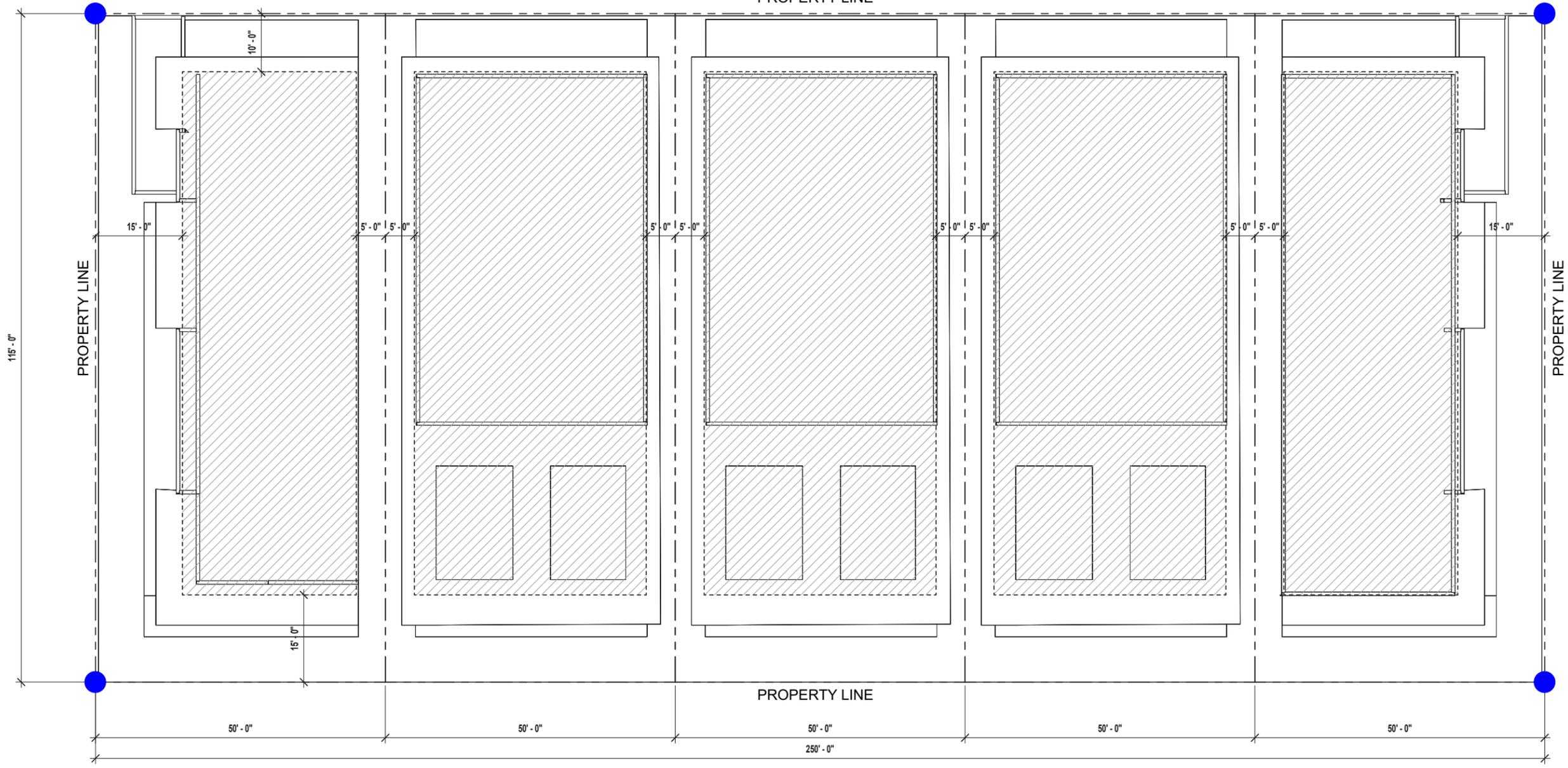
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FEASIBILITY
ANALYSIS - 5
LOTS

PROPERTY LINE

PROPERTY LINE



1 SITE PLAN- BUILDING SETBACKS -5 LOTS
SCALE: 1" = 20'



1212 Chicon, Unit 101
Austin, Texas 78702

Subject Property: Lots 101-107 W. Boyce Street
Property ID: 238627, 238628
Legal Description:

Lots 1-3 Block 43 Town of Manor (.396 acres)
Lots 4-5 Block 43 Town of Manor (.264 acres)
Lot size- 5750 sf Proposed Mixed Use

Zoning- DB
Setbacks:
Front - 15'-0"
Side- 0-10' to Non-Residential
20'-0" to Residential)
Rear- 20'-0" to Residential
0-10' to Non Residential
Street Side - 15'-0"

Max Bldg Ht- 60'-0"
Max Bldg Coverage- 95%
Minimum Dwelling Size- 1000 sf
500 sf Historic
Max # of Dwelling Units- 15 per Acre

Parking Analysis
20 Residential Parking Spaces Required
31 Commercial Parking Spaces Required
TOTAL SPACES REQUIRED= 51

22 On-Site Parking Spaces Provided
36 Off-Site Street Parking Spaces Provided
TOTAL SPACES PROVIDED= 58

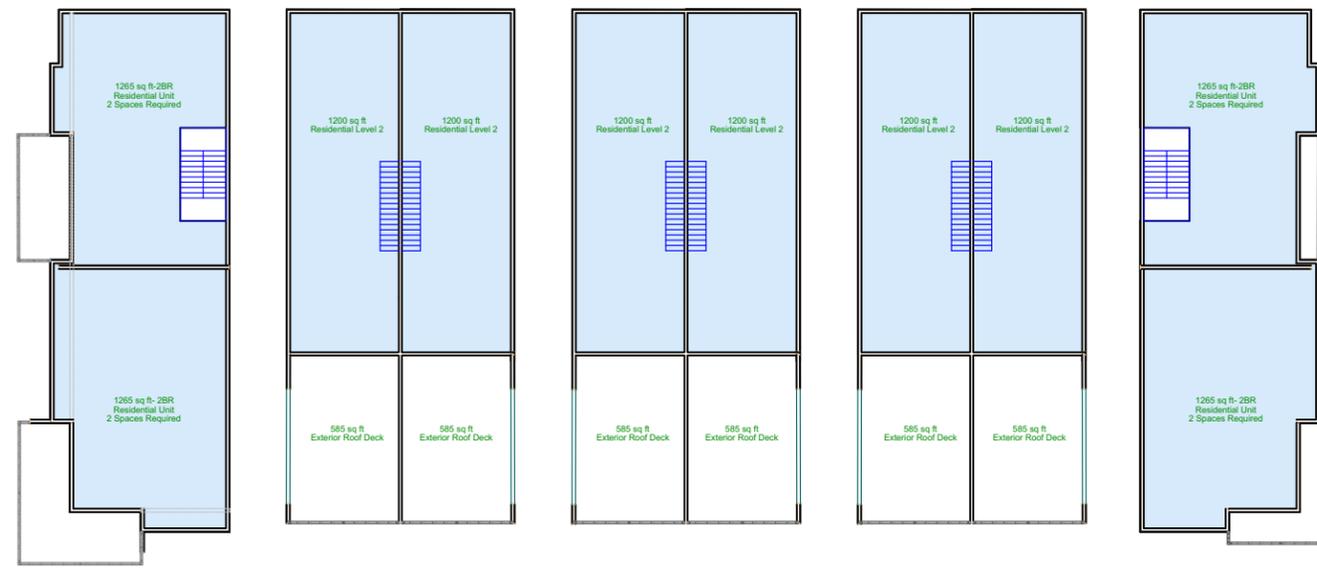
LOT 1: 5750 sf Mixed Use
Zoning- DB
Level 1 Commercial- 2000 sf
Level 2 Residential-
(2) 2BR Units 1265 sf each
Parking Required- 12 Spaces
On-Site Parking- 4 Spaces

LOT 2: 5750 sf Mixed Use
Zoning- DB
Level 1 Commercial- 1200 sf
Level 1 & 2 Residential-
(2) 2 BR Townhome- 2000 sf each
Parking Required- 9 Spaces
On Site Parking- 4 Spaces

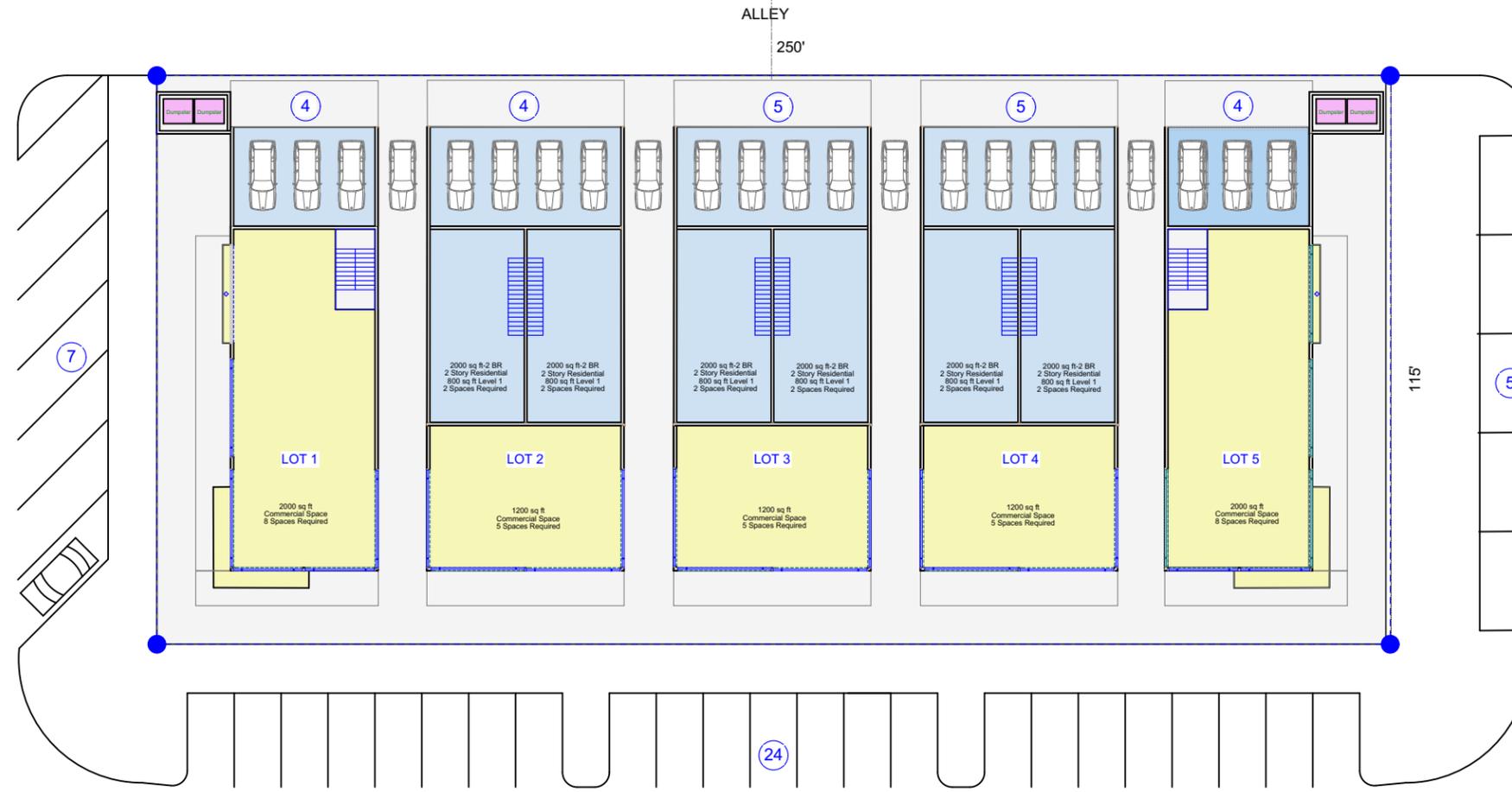
LOT 3: 5750 sf Mixed Use
Zoning- DB
Level 1 Commercial- 1200 sf
Level 1 & 2 Residential-
(2) 2 BR Townhome- 2000 sf each
Parking Required- 9 Spaces
On Site Parking- 5 Spaces

LOT 4: 5750 sf Mixed Use
Zoning- DB
Level 1 Commercial- 1200 sf
Level 1 & 2 Residential-
(2) 2 BR Townhome- 2000 sf each
Parking Required- 9 Spaces
On Site Parking- 5 Spaces

LOT 5: 5750 sf Mixed Use



2 LEVEL 2
SCALE: 1/32" = 1'-0"

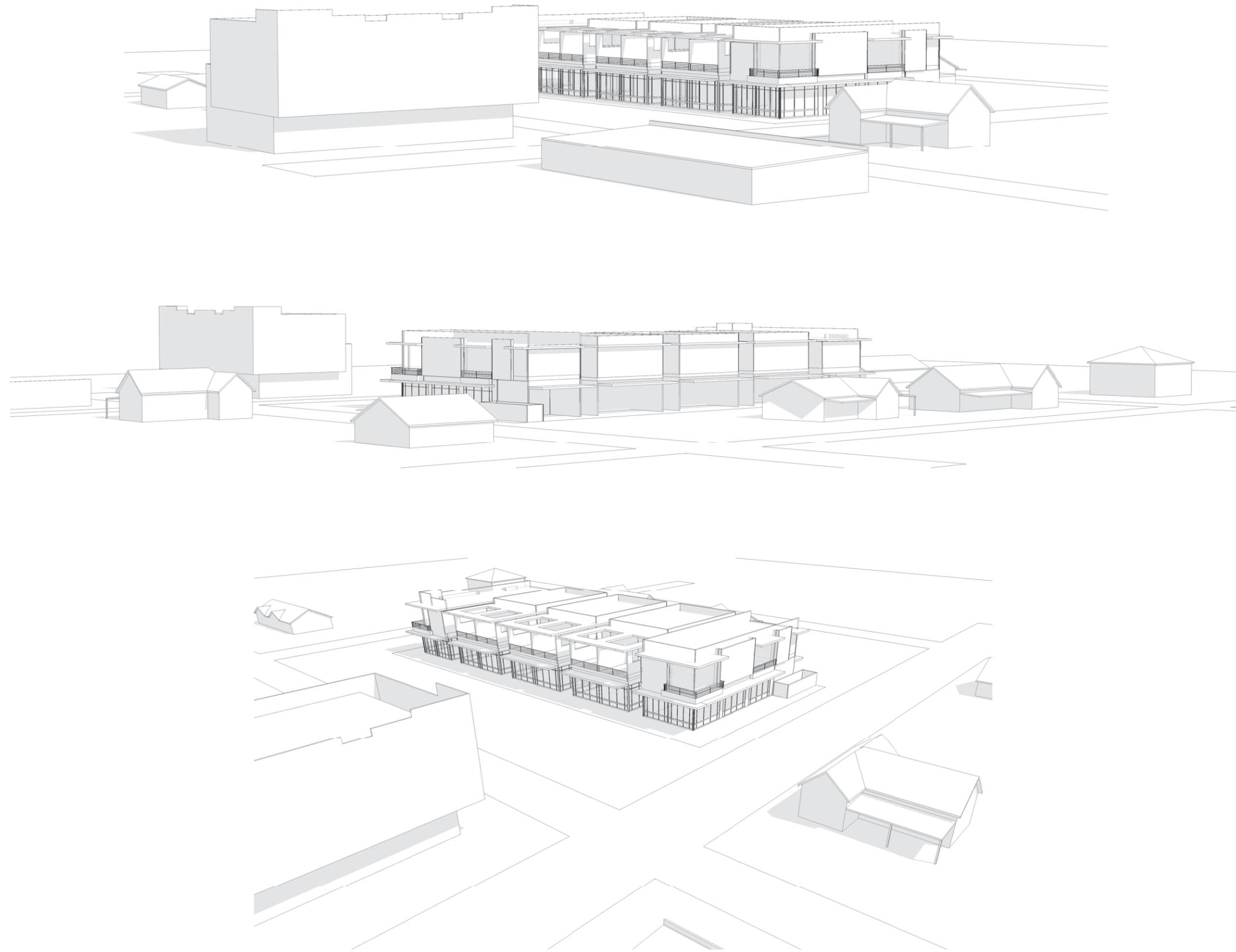


1 GROUND LEVEL 1
SCALE: 1/32" = 1'-0"

**MANOR
Mixed Use
Development**
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023
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**SCHEMATIC
DESIGN- 5 LOTS**



1 AERIAL VIEW- 5 LOTS



Item 10.

ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023

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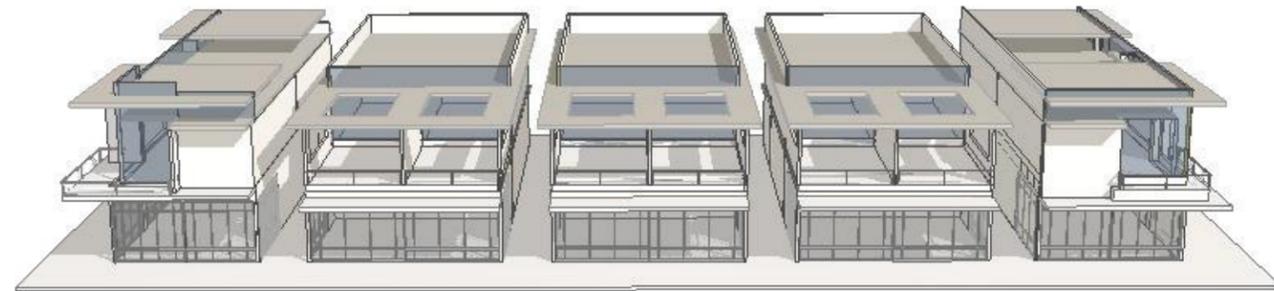
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AERIAL SITE
CONTEXT- 5
LOTS

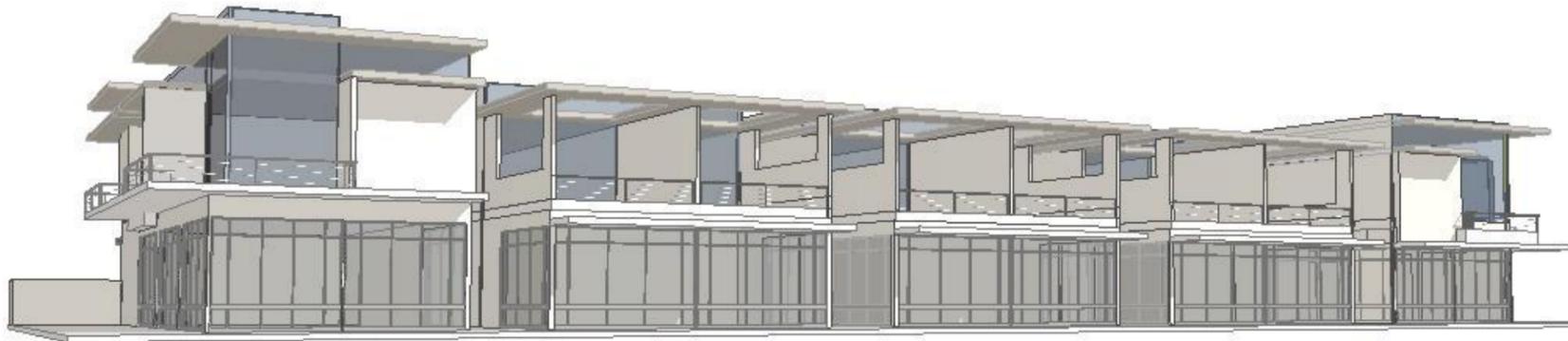
01.2



1 PERSPECTIVE VIEW- 5 LOTS



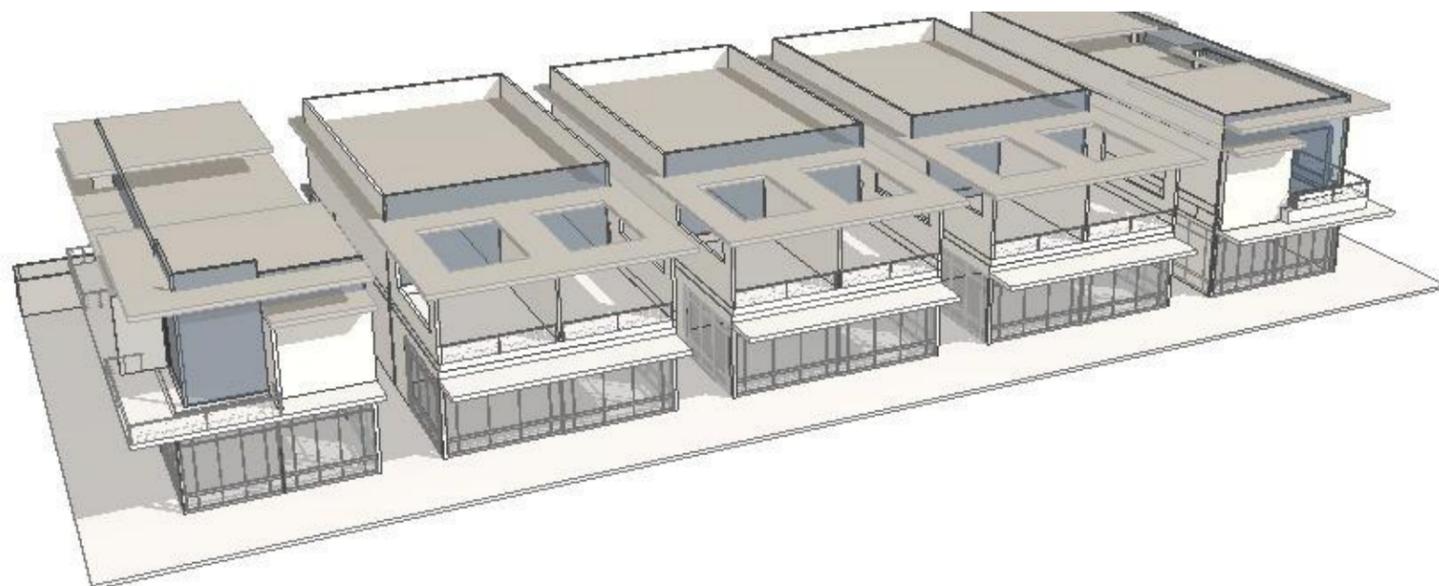
4 AERIAL VIEW- 5 LOTS



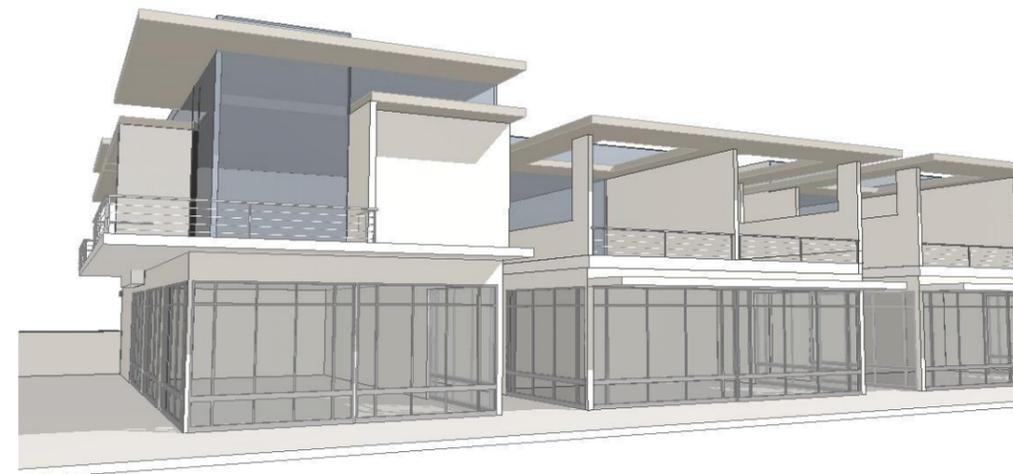
2 PERSPECTIVE VIEW- 5 LOTS



5 AERIAL VIEW- 5 LOTS



3 AERIAL VIEW- 5 LOTS



6 PERSPECTIVE VIEW- 5 LOTS



Item 10.

ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023

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SCHEMATIC
DESIGN 5 LOTS -
PERSPECTIVES

01.3



12/21/2022

City of Manor Development Services

Notification for a Subdivision Rezoning Application

Project Name: 107 W Boyce Rezoning SF-1 to DB
 Case Number: 2022-P-1492-ZO
 Case Manager: Michael Burrell
 Contact: 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 107 W Boyce, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on .396 acres, more or less, and being located at 107 W Boyce, Manor, TX from Single Family Suburban (SF-1) to Downtown (DB).

Applicant: Jiwon Jung

Owner: Buildblock

The Planning and Zoning Commission will meet at 6:30PM on January 11, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on January 18, 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 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.

Jesse & Julia Rocha
PO Box 1002
Manor TX 78653

Alfredo, Contreras Renteria, Aurelia
PO Box 11
Manor TX 78653

Bradley G & Paula B Bowen
18109 Whitewater CV
Round Rock TX 78681

Jesse & Olivia Sanchez
PO Box 811
Manor TX 87653

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1135 Don Ann St
Austin TX 78721

Allen Matetzschk
207 E Eggleston
Manor TX 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .165 acres, more or less, and being located at 108 W. Boyce, Manor, TX from Single Family Suburban (SF-1) to Downtown (DB).

Applicant: Jiwon Jung

Owner: Buildblock

BACKGROUND/SUMMARY:

The owner is seeking to rezoning this lot, and adjacent lots, to Downtown Business to allow for denser mixed-use development. The requested zoning is in accordance with the adopted Future Land Use Map which designated the area as Downtown Mixed-Use. This item was postponed at the January 18, 2023, Regular Council Meeting.

P&Z voted 4-0 to deny due to the lot size and adjacent residential home

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

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- FLUM
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council approve the first reading of an Ordinance rezoning one (1) lot on .165 acres, more or less, and being located at 108 W. Boyce, Manor, TX from Single Family Suburban (SF-1) to Downtown (DB).

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

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO DOWNTOWN BUSINESS (DB); 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 Exhibit "A" (the "Property"), from the current zoning district Single Family Suburban (SF-1) to zoning district Downtown Business (DB). The Property is accordingly hereby rezoned to Downtown Business (DB).

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.

Page 2

PASSED AND APPROVED FIRST READING on this the 15th day of February 2023.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of February 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "A"

Property Address:

108 West Boyce Street, Manor, TX 78653

Property Legal Description:

Being the west one-half (1/2) Lots 18, 19, and 20, Block 29, Town of Manor

Dec. 02, 2022

Development Services
City of Manor
105 E Eggleston Street
Manor, TX 78653

Letter of Intent for Rezoning

Project Address: 108 W Boyce St, Manor, TX 78653

Property ID: 238660

Legal Description: W 1/2 OF LOT 18,19-20 BLK 29 MANOR TOWN OF

The property owner seeks to rezone the 0.165-acre lot located at 108 W Boyce St, Manor, TX 78653 from SF-1(Single Family Suburban) to DB (Downtown Business).

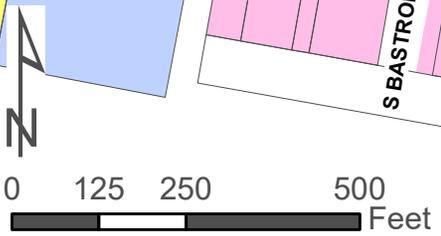
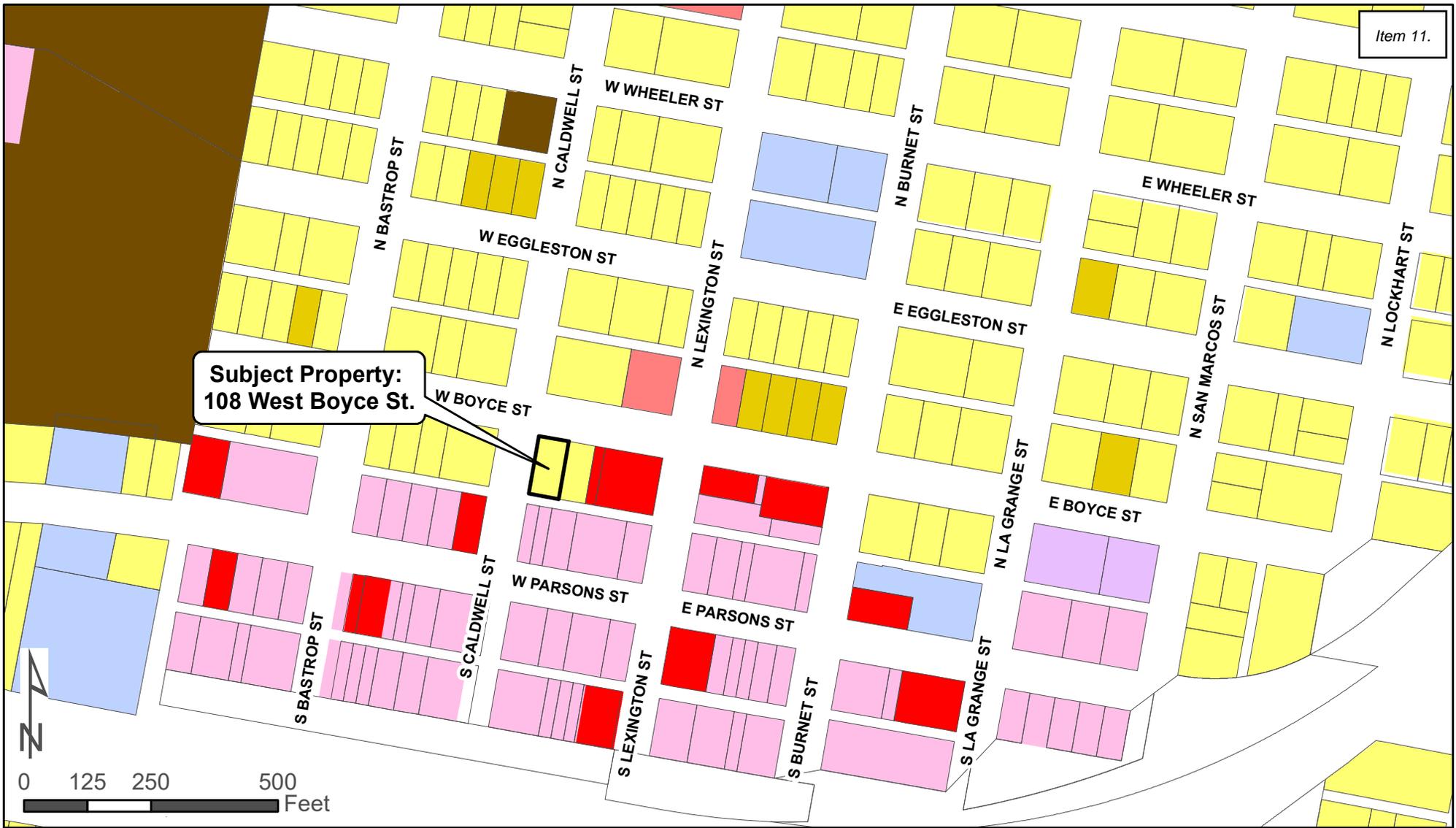
Manor city is planning to expand its central commercial area to revitalize the city and improve the quality of life of adjacent residential areas. To keep up with that idea, dense development of urban areas, especially divided into Downtown Mixed-Use uses including the site, will be required. However, the subject site, which is in the Downtown Mixed-Use area, is currently designated as an SF-1(Single Family Suburban) zone, and only low-density development is possible, which is not in line with Manor city's urban planning. In this situation, I hope that we can create a dense commercial and residential community to meet the idea of Manor city planning, through this zoning change.

As a large multi-family and mixed-use development project such as Manor Crossing Project is planned, the owner seeks an opportunity to respond to the population growth. Rezoning this tract will allow providing opportunities for cultural diversity and commercial growth. The property currently sits along West Boyce Street as a cross lot being DB-zoned parcel. I believe that rezoning the subject tract as proposed will not alter or impair the adjacent uses/properties.

I appreciate your consideration of the proposed rezoning application for approval and will be available to answer questions you might have regarding this matter. Please do not hesitate to email with your questions and comments.

Sincerely,

Jiwon Jung
CEO of Build Block Inc.
2700 E 2nd St
Los Angeles, CA 90033



Current:
Single Family Suburban (SF-1)

Proposed:
Downtown Business (DB)



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

108 W Boyce
Aerial Image

Legend

- 📍 101 W Boyce Item 11.
- 📍 City of Manor City Hall
- 📍 Feature 1
- 📍 Feature 2



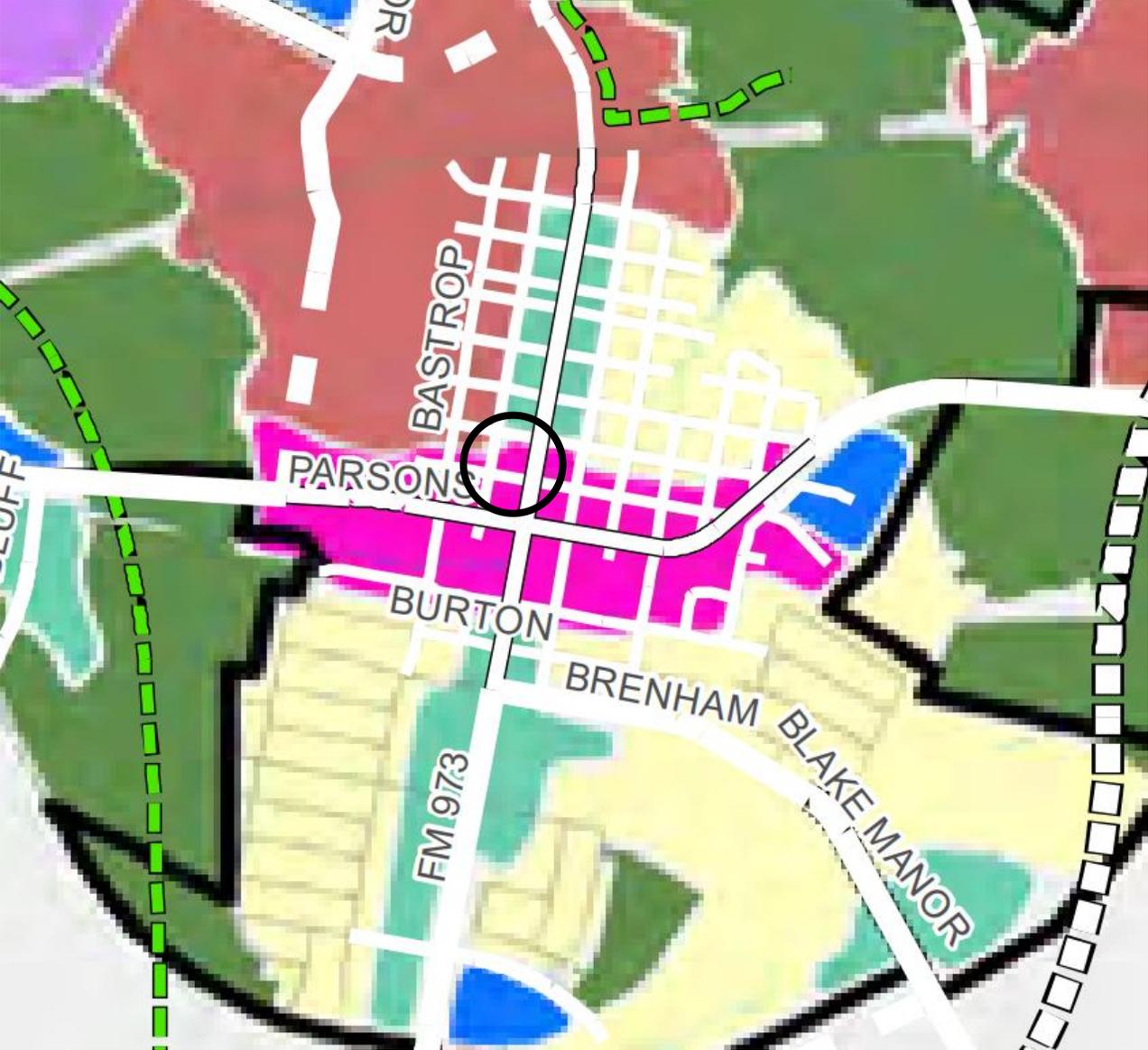
108 W Boyce St

Iwayne's Caribbean Kitchen

TNT Barbershop

Bright Beginnings Learning Center

Lillie Mae's Comfort Food



DOWNTOWN MIXED-USE

Downtown Mixed-Use is intended for the residential, commercial, business, and office uses that line the Old Highway 20 corridor and adjacent streets, including the traditional downtown shopping district of Manor.

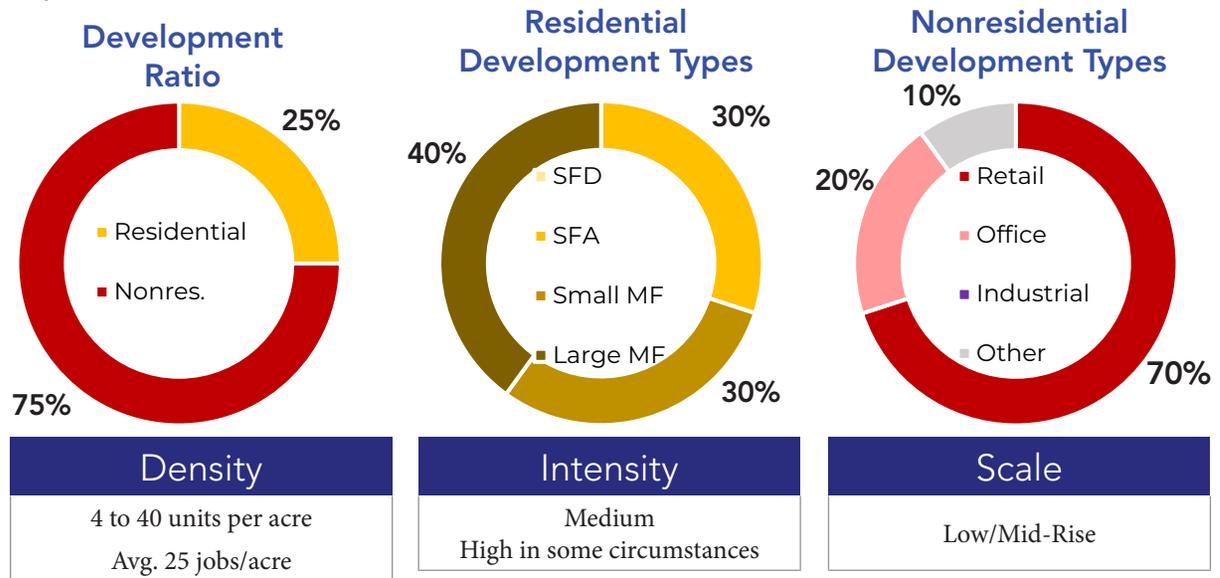
Not only is this area currently a mixed-use environment currently, but it is envisioned to see a strong reinvention via more density and a higher mix of uses in the future. This area should be designed to accommodate transit, should rail services extend to Manor from Austin. However, even if the rail does not come, a downtown that is comprised of high-density mixed-use development will still bring many opportunities and benefits to the community.

Densities range between 4 and 40 units per acre, although individual sites may achieve higher densities if they are coordinated within the rest of the area, provide superior access to services and amenities, and appropriate compatibility to adjacent uses is provided.

Here, infill development especially presents opportunities for small businesses, unique and dense housing options and potentially even small scale/artisan manufacturing.

The pedestrian environment and experience should be top priority in Downtown and feature public gathering places, active streets, engaging storefronts, and sidewalk cafes. This is the best place in Manor to double down on and invest in creating a sense of place and identity for the community.

Figure 3.10. Downtown Mixed-Use Land Use Mix Dashboard



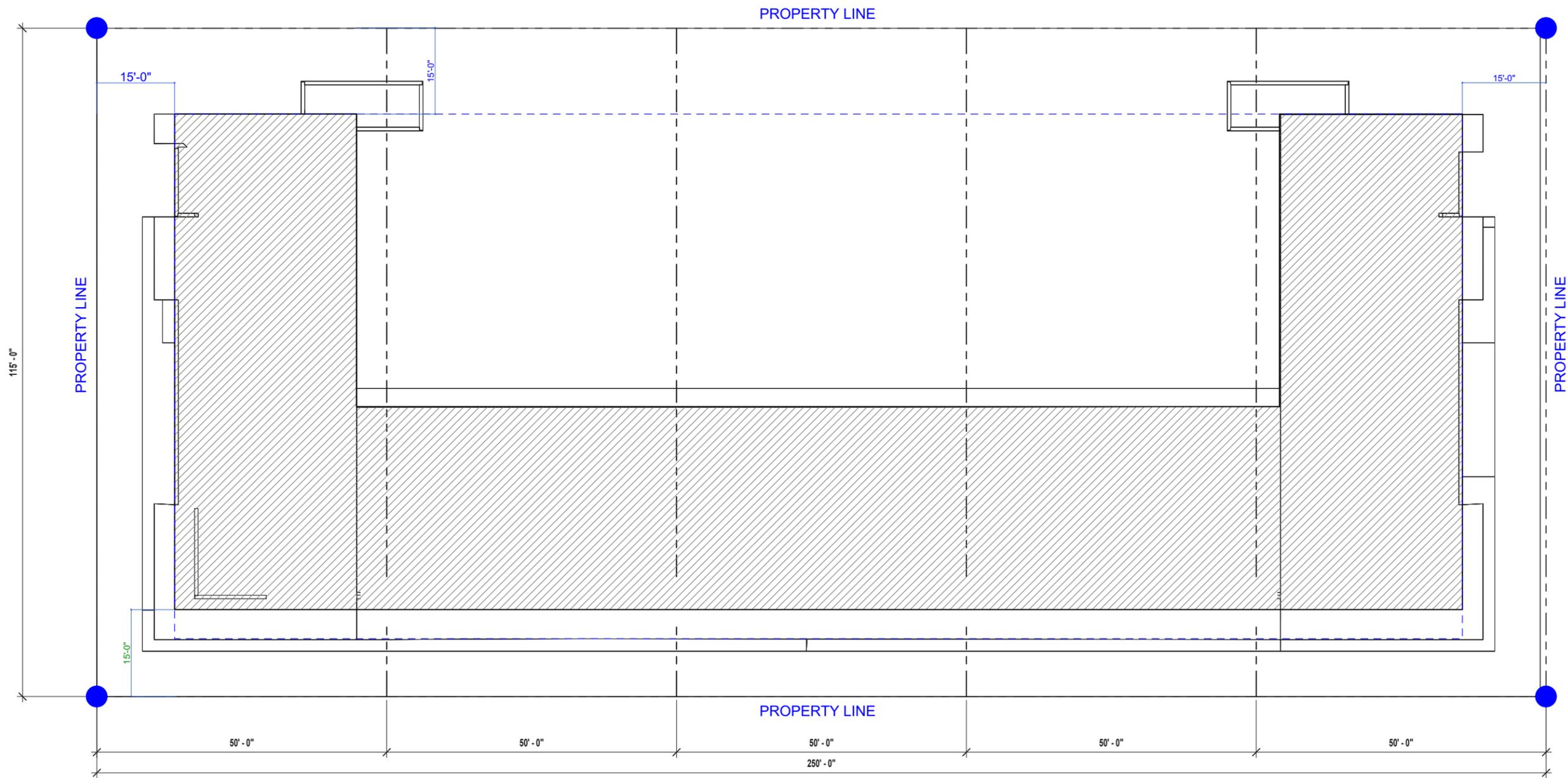
DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered compatible since the intent is to provide retail/services, activity centers and diversified housing to support surrounding neighborhoods and drive community identity/gathering
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and De-tached Missing Middle	● ● ● ○ ○	This can be compatible provided that the overall Downtown Mixed Use area also contains mixed-use urban flex buildings or shopping centers with which this housing product integrates in a manner to promote walkability and transitions; these development types should be located on secondary roads rather than primary thoroughfares within Downtown, as those areas are best reserved for ground-floor retail and services
Apartment House (3-4 units)	● ● ● ○ ○	
Small Multifamily (8-12 units)	● ● ● ○ ○	
Large Multifamily (12+ units)	● ● ● ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ● ● ● ●	This is the ideal form of development within the Downtown Mixed Use category; provides for activity centers, retail, services and diverse housing options at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; design should emphasize the pedestrian experience rather than people driving automobiles
Mixed-Use Urban, Community Scale	● ● ● ○ ○	Not generally considered compatible due to incompatible scale with neighborhoods, but can be depending on adjacencies to green space or more intensive uses
Shopping Center, Neighborhood Scale	● ● ● ● ○	While less preferred than a mixed-use urban flex building, the use provides for activity centers, retail and services at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; becomes more compatible if a horizontal approach to mixed-use is deployed, such as inclusion of small apartments nearby or within the same site, or to match the scale of adjacent historic buildings
Shopping Center, Community Scale	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be depending on adjacencies to green space or more intensive uses; may function better on the western and eastern edges of the Downtown Mixed Use area
Light Industrial Flex Space	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience. Examples of appropriate uses might include maker spaces, coffee roasting, micro-breweries, and similar businesses
Manufacturing	● ○ ○ ○ ○	Not considered compatible
Civic	● ● ● ● ●	Considered supportive to the function and livability of this future land use category, government buildings, schools and community facilities can serve as activity hubs.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.



Item 11.

ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702



MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023

DRAWN BY:

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FEASIBILITY
ANALYSIS - 1 LOT

1

SITE PLAN BUILDING SETBACKS- 1 LOT

SCALE: 1" = 20'

02

208



1212 Chicon, Unit 101
Austin, Texas 78702

Subject Property: Lots 101-107 W. Boyce Street
Property ID: 238627, 238628

Legal Description:
Lots 1-3 Block 43 Town of Manor (.396 acres)
Lots 4-5 Block 43 Town of Manor (.264 acres)

Lot size- 5750 sf Proposed Mixed Use
Zoning- DB

Setbacks:
Front - 15'-0"
Side- 0-10' to Non-Residential
20'-0" to Residential)
Rear- 20'-0" to Residential
0-10' to Non Residential
Street Side - 15'-0"

Max Bldg Ht- 60'-0"
Max Bldg Coverage- 95%
Minimum Dwelling Size- 1000 sf
500 sf Historic
Max # of Dwelling Units- 15 per Acre

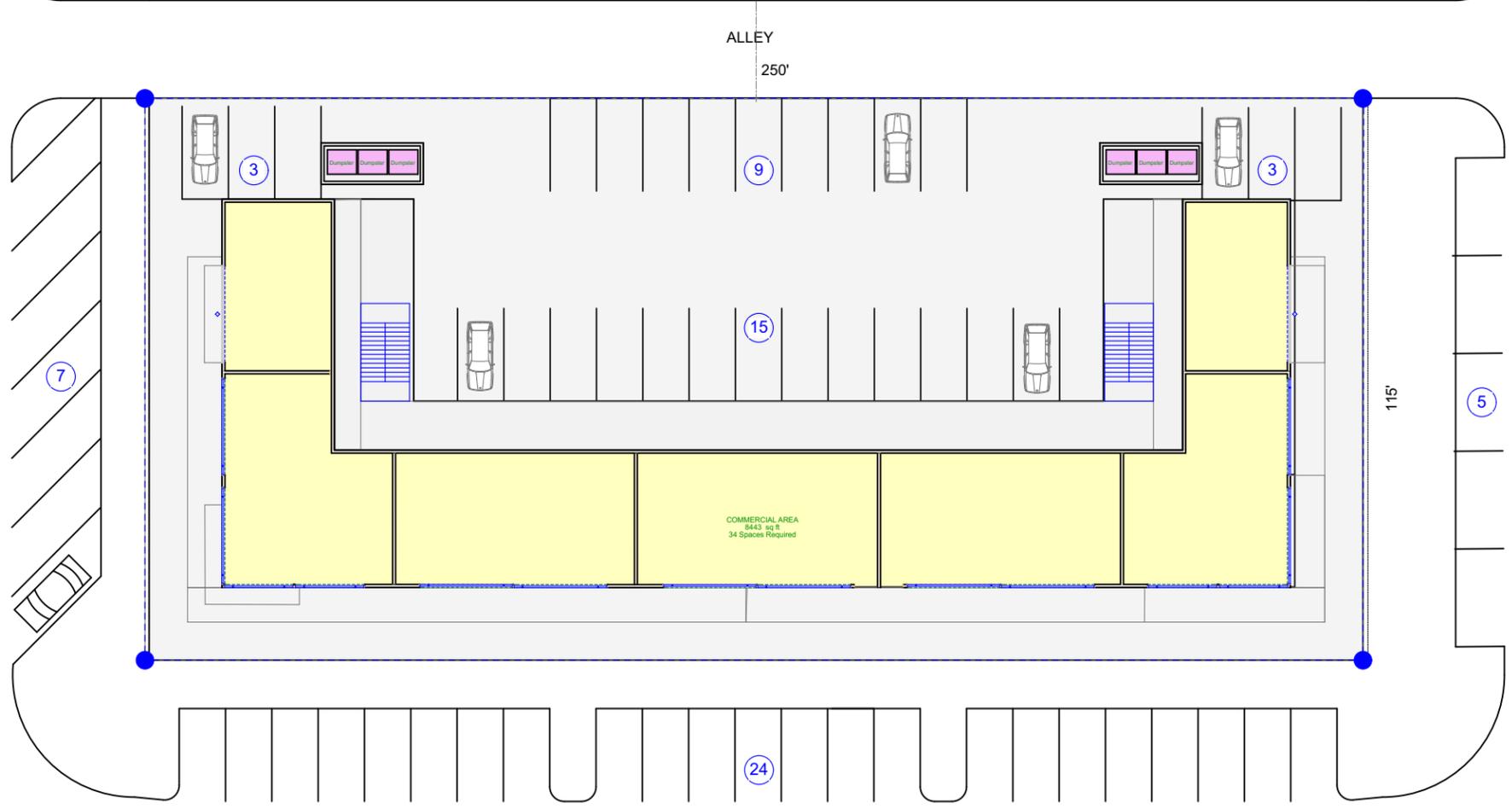
Parking Analysis
16 Residential Parking Spaces Required
34 Commercial Parking Spaces Required
TOTAL SPACES REQUIRED= 50

30 On-Site Parking Spaces Provided
36 Off-Site Street Parking Spaces Provided
TOTAL SPACES PROVIDED= 66

LOT 1: 5750 sf Mixed Use
Building Analysis:
Level 1 Commercial- 8443 sf
Level 2 Residential-
(4) 2BR Units 910 sf each
(2) 2 BR Studios 850 sf each
(4) 1 BR Studios 800 sf each



2 Story 2
SCALE: 1/32" = 1'-0"



1 Story
SCALE: 1/32" = 1'-0"

MANOR Mixed Use Development

101-107 Boyce Street
Manor, TX 78653

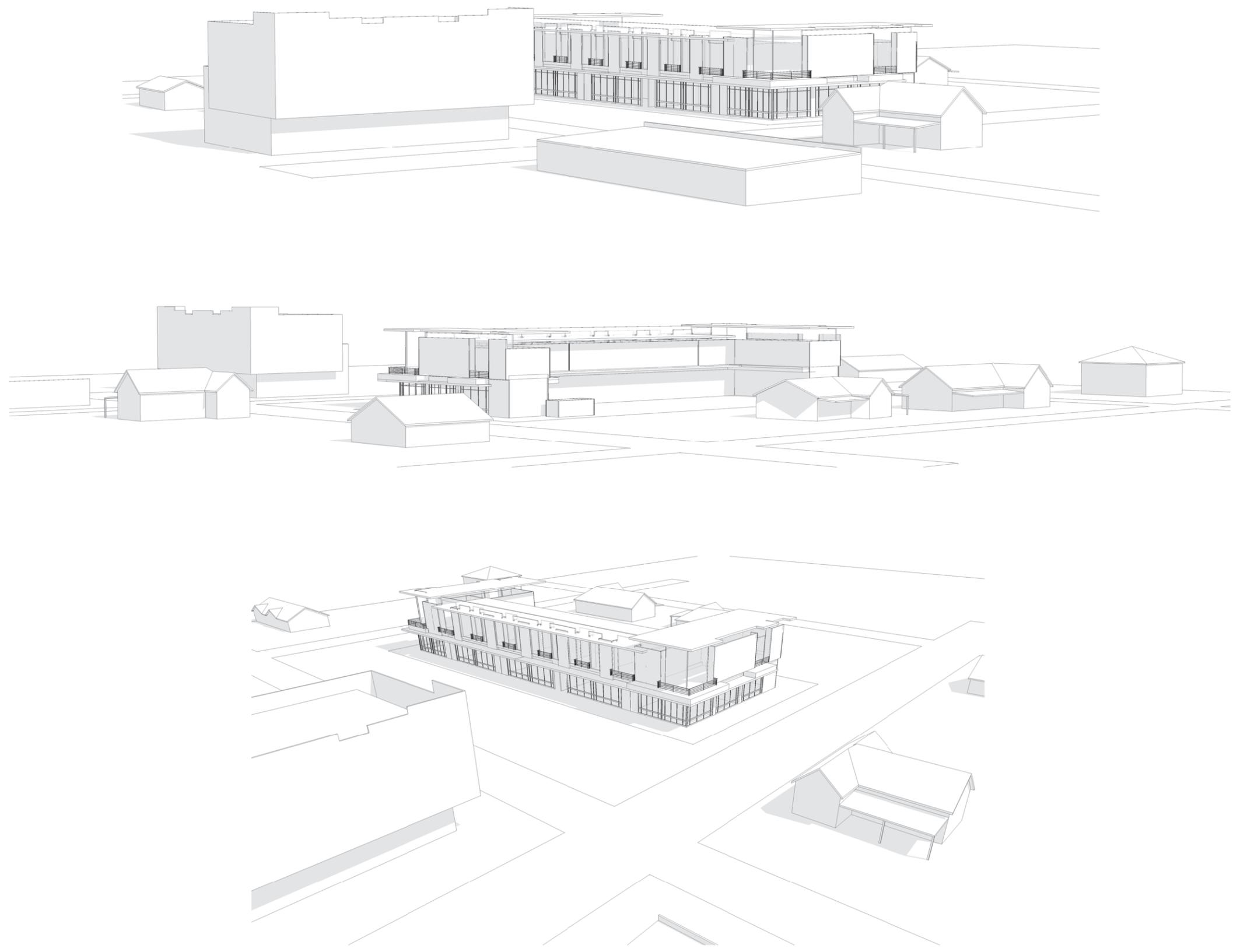
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**SCHEMATIC
DESIGN -1 LOT**



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702



MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023

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AERIAL SITE
CONTEXT- 1 LOT

02.2



1 PERSPECTIVE VIEW- 1 LOT



4 AERIAL VIEW- 1 LOT



2 PERSPECTIVE VIEW- 1 LOT



5 PERSPECTIVE VIEW- 1 LOT



3 AERIAL VIEW- 1 LOT



6 PERSPECTIVE VIEW- 1 LOT



Item 11.

ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023

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SCHEMATIC
DESIGN 1 LOT-
PERSPECTIVES

02.3

211



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: **2/1/2023**

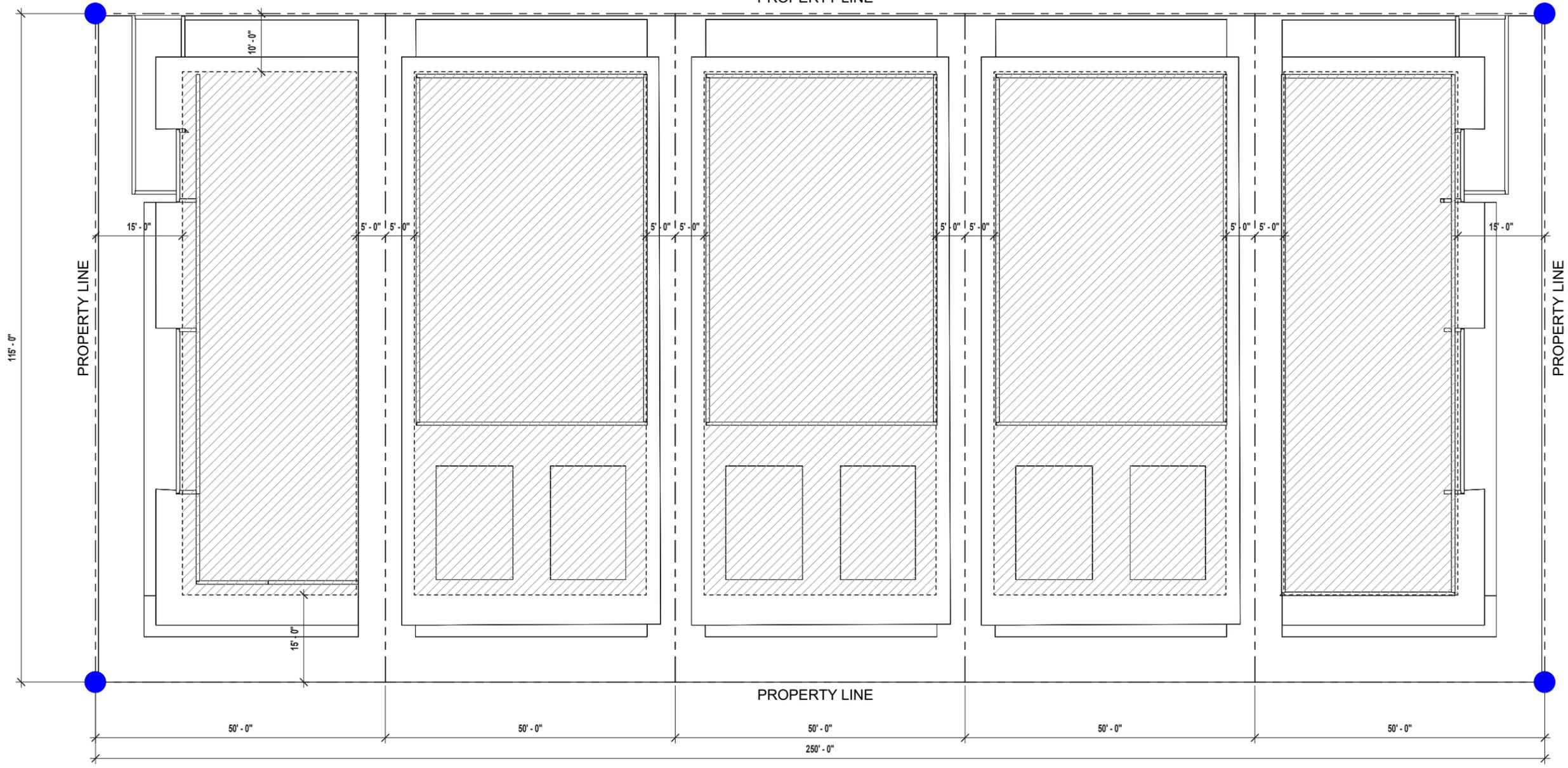
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FEASIBILITY
ANALYSIS - 5
LOTS

PROPERTY LINE

PROPERTY LINE



1 SITE PLAN- BUILDING SETBACKS -5 LOTS
SCALE: 1" = 20'



Subject Property: Lots 101-107 W. Boyce Street
 Property ID: 238627, 238628
 Legal Description:

Lots 1-3 Block 43 Town of Manor (.396 acres)
 Lots 4-5 Block 43 Town of Manor (.264 acres)
 Lot size- 5750 sf Proposed Mixed Use
 Zoning- DB
 Setbacks:
 Front - 15'-0"
 Side- 0-10' to Non-Residential
 20'-0" to Residential)
 Rear- 20'-0" to Residential
 0-10' to Non Residential
 Street Side - 15'-0"

Max Bldg Ht- 60'-0"
 Max Bldg Coverage- 95%
 Minimum Dwelling Size- 1000 sf
 500 sf Historic
 Max # of Dwelling Units- 15 per Acre

Parking Analysis
 20 Residential Parking Spaces Required
 31 Commercial Parking Spaces Required
 TOTAL SPACES REQUIRED= 51

22 On-Site Parking Spaces Provided
 36 Off-Site Street Parking Spaces Provided
 TOTAL SPACES PROVIDED= 58

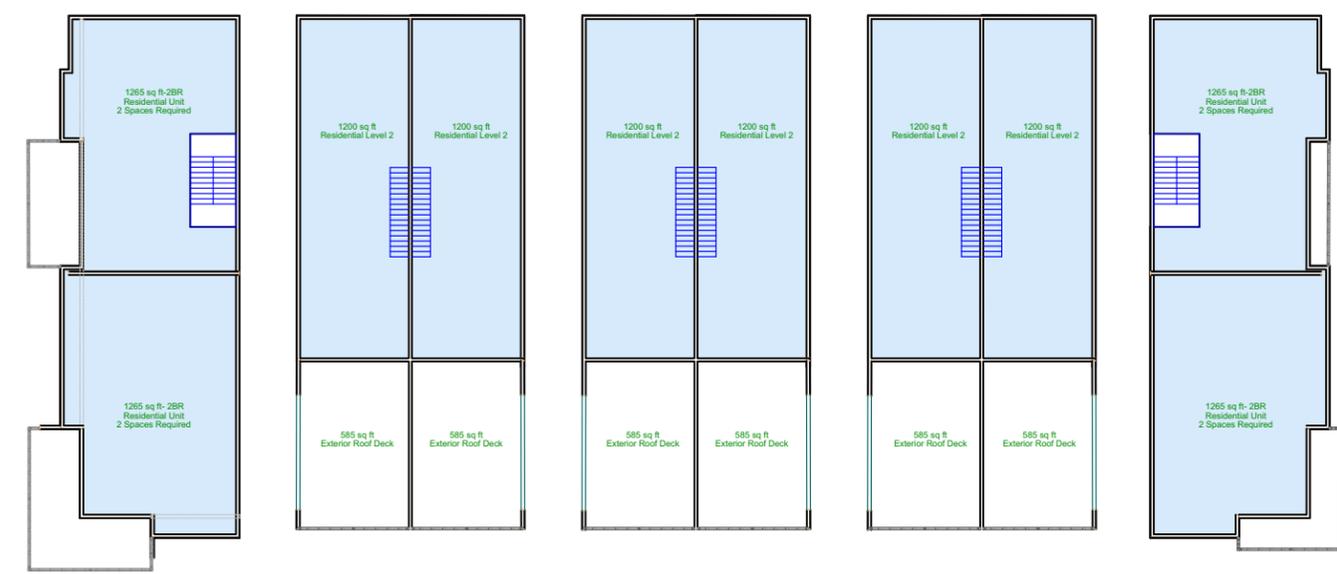
LOT 1: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 2000 sf
 Level 2 Residential-
 (2) 2BR Units 1265 sf each
 Parking Required- 12 Spaces
 On-Site Parking- 4 Spaces

LOT 2: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 1200 sf
 Level 1 & 2 Residential-
 (2) 2 BR Townhome- 2000 sf each
 Parking Required- 9 Spaces
 On Site Parking- 4 Spaces

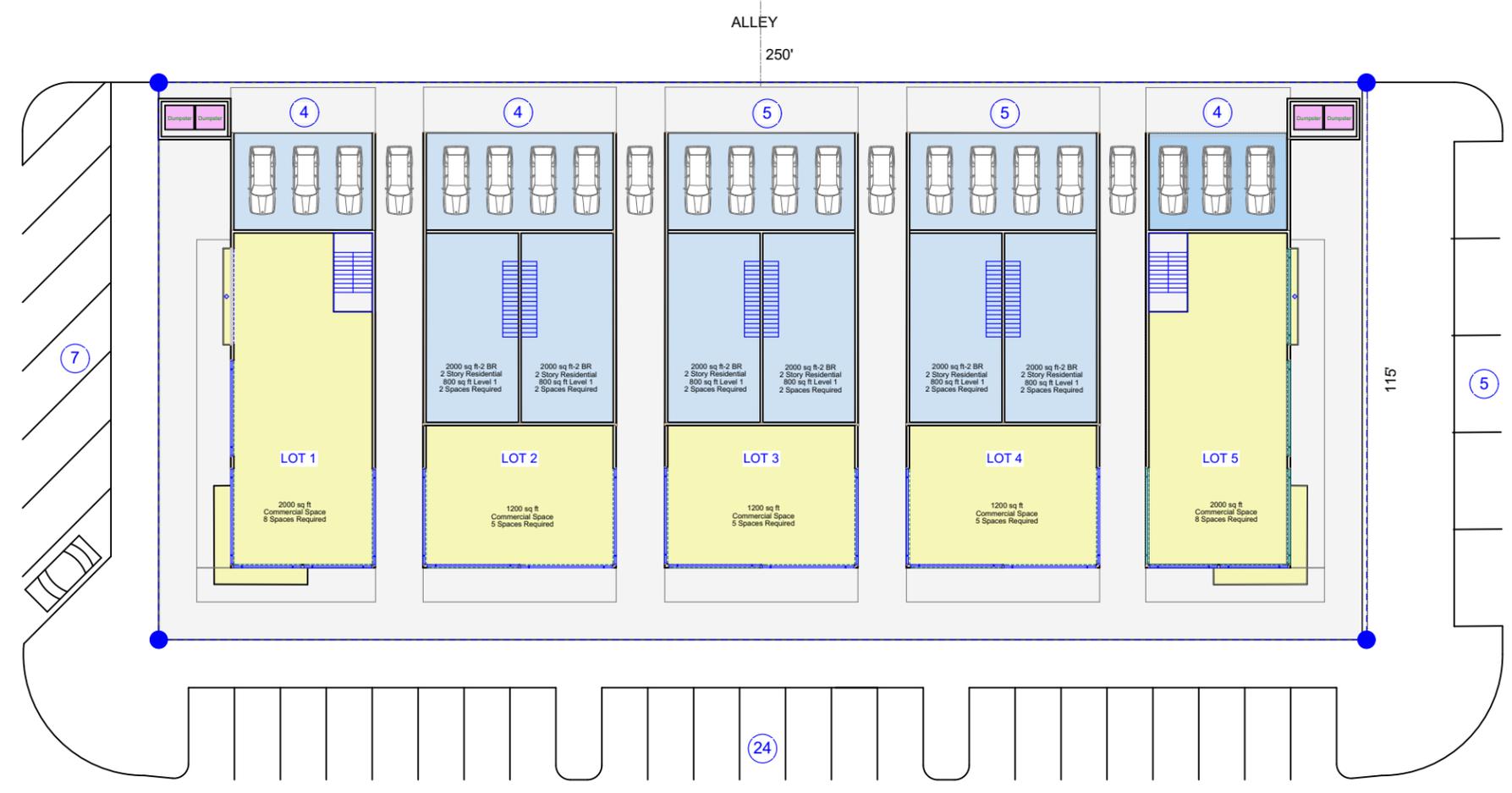
LOT 3: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 1200 sf
 Level 1 & 2 Residential-
 (2) 2 BR Townhome- 2000 sf each
 Parking Required- 9 Spaces
 On Site Parking- 5 Spaces

LOT 4: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 1200 sf
 Level 1 & 2 Residential-
 (2) 2 BR Townhome- 2000 sf each
 Parking Required- 9 Spaces
 On Site Parking- 5 Spaces

LOT 5: 5750 sf Mixed Use



2 LEVEL 2
 SCALE: 1/32" = 1'-0"



1 GROUND LEVEL 1
 SCALE: 1/32" = 1'-0"

**MANOR
 Mixed Use
 Development**
 101-107 Boyce Street
 Manor, TX 78653

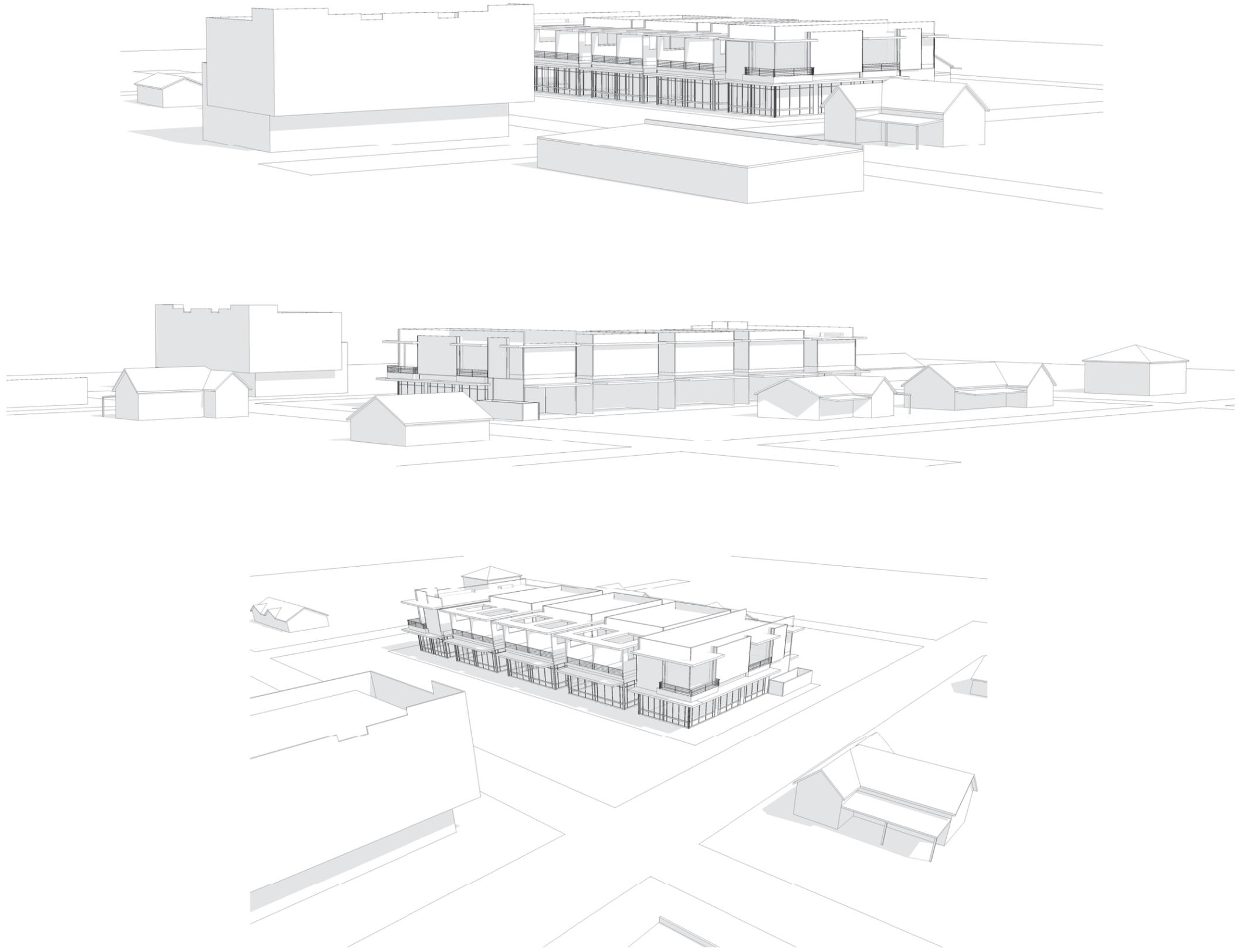
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**SCHEMATIC
 DESIGN- 5 LOTS**



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702



MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: **2/1/2023**
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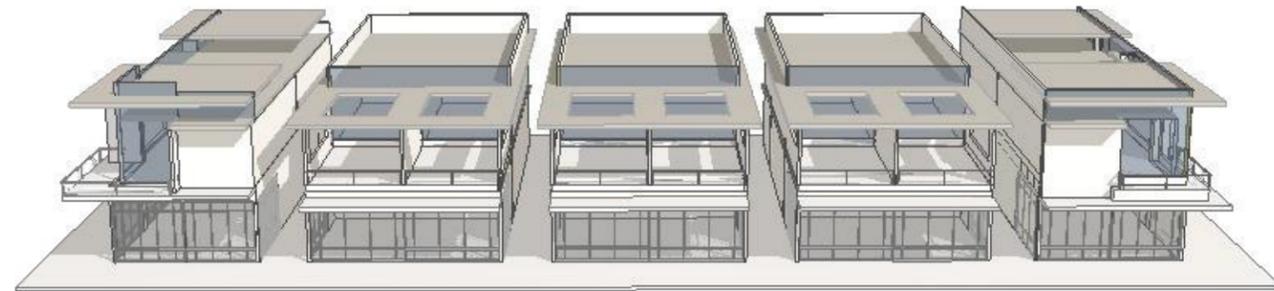
AERIAL SITE
CONTEXT- 5
LOTS

01.2

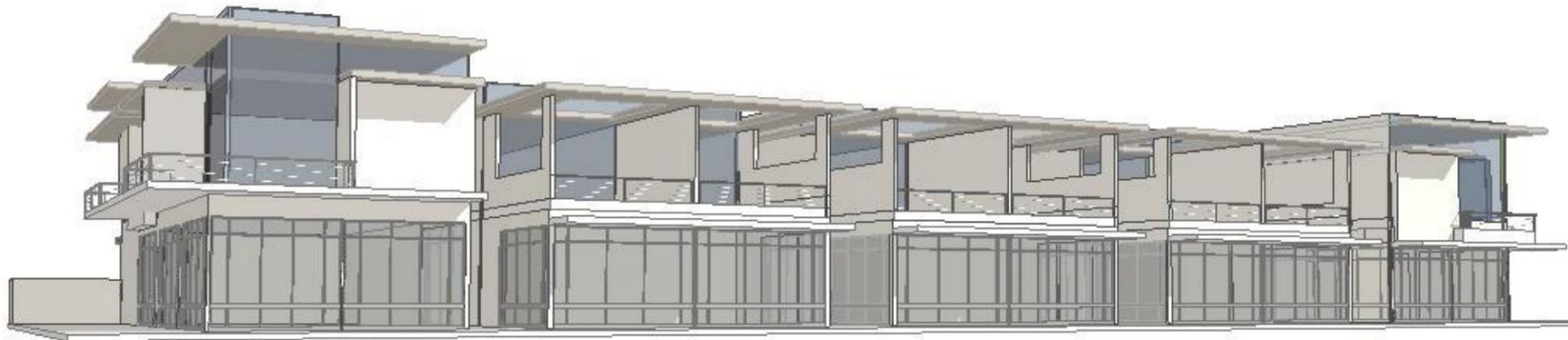
1 AERIAL VIEW- 5 LOTS



1 PERSPECTIVE VIEW- 5 LOTS



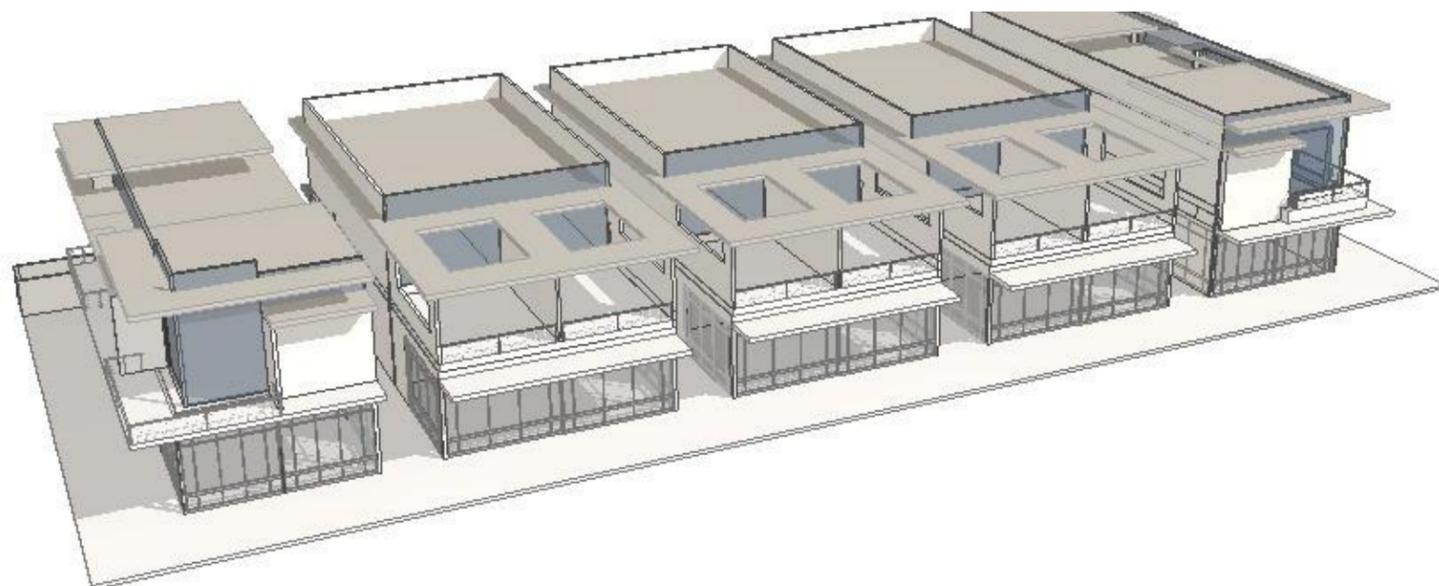
4 AERIAL VIEW- 5 LOTS



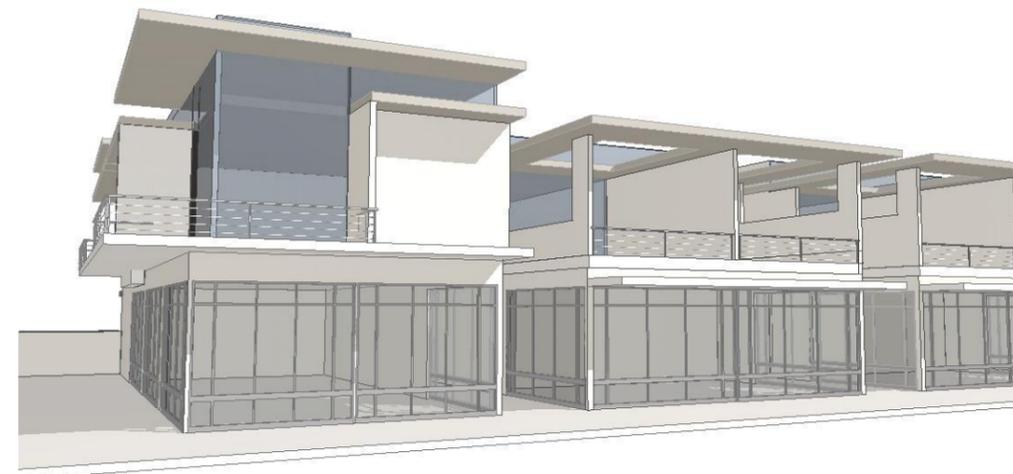
2 PERSPECTIVE VIEW- 5 LOTS



5 AERIAL VIEW- 5 LOTS



3 AERIAL VIEW- 5 LOTS



6 PERSPECTIVE VIEW- 5 LOTS



Item 11.

ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

DATE: 2/1/2023

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SCHEMATIC
DESIGN 5 LOTS -
PERSPECTIVES

01.3

215



12/21/2022

City of Manor Development Services

Notification for a Subdivision Rezoning Application

Project Name: 108 W Boyce Rezoning SF-1 to DB
 Case Number: 2022-P-1493-ZO
 Case Manager: Michael Burrell
 Contact: 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 108 W Boyce, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on .165 acres, more or less, and being located at 108 W Boyce, Manor, TX from Single Family Suburban (SF-1) to Downtown (DB).

Applicant: Jiwon Jung

Owner: Buildblock

The Planning and Zoning Commission will meet at 6:30PM on January 11, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on January 18, 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 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.

Behzad Bahrami
PO Box 82653
Austin, TX 78708

Ramon E Jr Paiz
PO Box 280
Manor, TX 78653

Marcos & Maria Chavez
127 Dry Creek Rd Unit B
Manor, TX 78653

Claudie G & Sammie M Young PO Box
145 Manor, TX 78653

Juan Jr & Diana E Gerl Vasquez
PO Box 449
Manor, TX 78653

Monica Ann Castillo
PO Box 1097
Manor, TX 78653

Veronica Michelle Donley
204 W. Eggleston St
Manor, TX 78653

Debbie Ann & Darrell Guajardo
2501 Goforth Rd
Kyle, TX 78640

Helen Casas
PO BOX 223
Manor, TX 78653

Victor M & Debra B Almaguer
3209 Ray St
Austin, TX 78702

Jiwon Jung
2700 E 2nd St
Los Angeles, CA 90033

Nora L & Jose A Jr Sanchez
PO Box 232
Manor, TX 78653

Timothy Mack Sherrod
2705 Taft Blvd
Wichita Falls, TX 76308

Maria Rocha
207 W Boyce St
Manor, TX 78653

Jesse & Julia Rocha
PO Box 1002
Manor, TX 78653

Alfredo, Contreras Renteria, Aurelia
PO Box 11
Manor, TX 78653

Bradley G & Paula B Bowen
18109 Whitewater CV
Round Rock, TX 78681

Jesse & Olivia Sanchez
PO Box 811
Manor, TX 78653

Jose Soto & Maribella, Cortez Gonzalez, Jaimes
14845 Bois Darc LN
Manor, TX 78653

Sepeco
PO Box 170309
Austin, TX 78717

2017 Manor LLC
203 W Parsons St
Manor, TX 78653

2017 Manor LLC
203 W Parsons St
Manor, TX 78653

Barbarita Samudio Sanchez
PO Box 142
Manor, TX 78653

Jorge Moreno
4301 Jan St Unit B
Harlingen, TX 78550

Davis Capital Investments LLC
PO Box 268
Manor, TX 78653

William C Gault
PO Box 32
Manor, TX 78653

Ernesto Suarez
14121 Bois D Arc Ln
Manor TX 78653

120 East Boyce Street LLC
1004 Meriden Ln
Austin, TX 78703

Michael E & Tabatha A Darilek
PO Box 976
Manor, TX 78653

Virginia Z Cardenas
PO Box 243
Manor, TX 78653

Ernesto Suarez
14121 Bois D Arc Ln
Manor, TX 78653

Lundgren Edwin O Estate
507 Arbors CIR
Elgin, TX 78621

Lopez Mar Lift Estate
208 West Parsons
Manor, TX 78653

L&L Investment Enterprises LLC
302 E 32nd St
Austin, TX 78705

Ringo Ming-Ling, Yu ChiSun, Wu
707 Knollwood Dr
Austin, TX 78746

Aurelio Jr Ponce
200 W Parsons St
Manor, TX 78653

Billy C Duett
Po Box 562
Manor, TX 78653

Maqil Inc
PO Box 399
Manor, TX 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance closing, vacating, and abandoning 2.491 acres (approximately 108,524 square feet) in the James Manor Survey No. 40, Abstract No. 546, Travis County, Texas, Being Portions of E. Lane Avenue (60’ Public Right-Of-Way), San Marcos Street (80’ Public Right-Of-Way), a 12’ Portion of Rector Street Right-of-Way, Four 20’ Alleys Crossing Blocks 17, 18, 19 and 20, and a 17’ Alley Abutting Both Block 19 And a 0.397 Acre Tract, all Dedicated by the A.E. Lane’s Addition, a Subdivision In Travis County, Texas According To The Map Or Plat Of Record In Book 2, Page 223 Of The Plat Records Of Travis County, Texas As Well as a 46’ Portion of Rector Street Right-Of-Way Dedicated by the Town of Manor Subdivision Plat Recorded in Volume V, Page 796 of the Plat Records of Travis County, Texas; Authorizing Conveyance to Abutting Property Owners in Proportion to Abutting Ownership; Providing Findings of Fact; Authorizing Conveyance of Such Abandoned Street and Alley Right-of-Way by Special Warranty Deed.

BACKGROUND/SUMMARY:

This is rights-of-way previously discussed by the City Council during executive sessions. The landowner of the parcels surrounding these rights-of-way has requested to purchase them to make one large tract of land for a proposed townhome development. The properties were previously zoned to TH – Townhome. There are some city water and wastewater lines in the existing rights-of-way and this Ordinance establishes public utility easements over all of the rights-of-way until such time the developer dedicates new public utility easements and relocates the lines into those, at which point the city can vacate the easement established by this ordinance. The sale price is at \$1.97/sf which totals \$213,792.28.

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

- Ordinance No. 690

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve Ordinance No. 690 closing, vacating, and abandoning 2.491 acres (approximately 108,524 square feet) in the James Manor Survey No. 40, Abstract No. 546, Travis County, Texas, Being Portions of E. Lane Avenue (60’ Public Right-Of-Way), San Marcos Street (80’ Public Right-Of-Way), a 12’ Portion of Rector Street Right-of-Way, Four 20’ Alleys Crossing Blocks 17, 18, 19 and 20, and a 17’ Alley Abutting Both Block 19 And a 0.397 Acre Tract, all Dedicated by the A.E. Lane’s Addition, a Subdivision In Travis County, Texas According To The Map Or Plat Of Record In Book 2, Page 223 Of The Plat Records Of Travis County, Texas As Well as a 46’ Portion of Rector Street Right-Of-Way Dedicated by the Town of Manor Subdivision Plat Recorded in Volume V, Page 796 of the Plat Records of Travis County, Texas; Authorizing Conveyance to Abutting Property Owners in Proportion to Abutting Ownership; Providing Findings of Fact; Authorizing Conveyance of Such Abandoned Street and Alley Right-of-Way by Special Warranty Deed.

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

ORDINANCE NO. 690

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, CLOSING, VACATING, AND ABANDONING 2.491 ACRES (APPROXIMATELY 108,524 SQUARE FEET) IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, TRAVIS COUNTY, TEXAS, BEING PORTIONS OF E. LANE AVENUE (60' PUBLIC RIGHT-OF-WAY), SAN MARCOS STREET (80' PUBLIC RIGHT-OF-WAY), A 12' PORTION OF RECTOR STREET RIGHT-OF-WAY, FOUR 20' ALLEYS CROSSING BLOCKS 17, 18, 19 AND 20, AND A 17' ALLEY ABUTTING BOTH BLOCK 19 AND A 0.397 ACRE TRACT, ALL DEDICATED BY THE A.E. LANE'S ADDITION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT OF RECORD IN BOOK 2, PAGE 223 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AS WELL AS A 46' PORTION OF RECTOR STREET RIGHT-OF-WAY DEDICATED BY THE TOWN OF MANOR SUBDIVISION PLAT RECORDED IN VOLUME V, PAGE 796 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; AUTHORIZING CONVEYANCE TO ABUTTING PROPERTY OWNERS IN PROPORTION TO ABUTTING OWNERSHIP; PROVIDING FINDINGS OF FACT; AUTHORIZING CONVEYANCE OF SUCH ABANDONED STREET AND ALLEY RIGHT-OF-WAY BY SPECIAL WARRANTY DEED; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the street rights-of-way as shown in Exhibit "A", commonly known as San Marcos Street, E. Lane Avenue, and Rector Street are surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as a street;

WHEREAS, the four 20' alleys crossing Blocks 17, 18, 19 and 20, and a 17' alley abutting both Block 19 and a 0.0397 acre tract, all dedicated by the A.E. Lane's Addition, a Subdivision in Travis County, Texas according to the map or plat of record in Book 2, Page 223 of the Plat Records of Travis County, Texas, as respectively shown in Exhibit "A", are surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as an alley or a street;

WHEREAS, retaining an eighty foot (80') wide, more or less, public utility and drainage easement within the vacated San Marcos Street, a sixty foot (60') wide, more or less, public utility and drainage easement within the vacated E. Lane Avenue, and a fifty-eight foot (58') wide, more or less, public utility and drainage easement within the vacated Rector Street are necessary for use by the City for public utility and drainage purposes;

WHEREAS, retaining a 20 foot (20') wide, more or less, public utility and drainage easement within the four vacated 20' alleys crossing Blocks 17, 18, 19 and 20, and retaining a seventeen foot (17') wide, more or less, public utility and drainage easement within the vacated 17' alley abutting both Block 19 and a 0.0397 acre tract, all dedicated by the A.E. Lane's Addition, a Subdivision in Travis County, Texas according to the map or plat of record in Book 2, Page 223 of the Plat Records of Travis County, Texas, are necessary for use by the City for public utility and drainage purposes;

ORDINANCE NO. 690

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WHEREAS, Chapter 272 of the Texas Local Government Code authorizes political subdivisions to sell and convey rights-of-way to abutting owners in proportion to abutting ownership at an appraised fair market value; and

WHEREAS, the City has established the fair market value of the above described street rights-of way and alleys as being \$1.97 per square foot.

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 incorporated into this Ordinance as findings of fact by the City Council of Manor, Texas.

Section 2. 80' Street Public Right-of-Way. The portion of the eighty foot (80') public right-of-way commonly known as San Marcos Street located in Manor, Travis County, Texas, as shown in the plat filed in Book 2, Page 223 of the Official Public Records of Travis County, Texas, and as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "80' street public right-of-way"), is hereby permanently closed, vacated, and abandoned by the City and the general public.

Section 3. 60' Street Public Right-of-Way. The portion of the sixty foot (60') public right-of-way commonly known as E. Lane Avenue located in Manor, Travis County, Texas, as shown in the plat filed in Book 2, Page 223 of the Official Public Records of Travis County, Texas, and as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "60' street public right-of-way"), is hereby permanently closed, vacated, and abandoned by the City and the general public.

Section 4. 58' Street Public Right-of-Way. The portion of the fifty-eight foot (58') public right-of-way commonly known as Rector Street located in Manor, Travis County, Texas, as shown in the plat filed in Book 2, Page 223 of the Official Public Records of Travis County, Texas, and in the Town of Manor Subdivision in the plat filed in Volume V, Page 796 of the Official Public Records of Travis County, Texas, and as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "58' street public right-of-way"), is hereby permanently closed, vacated, and abandoned by the City and the general public.

Section 5. 20' Alleys. The portion of the four twenty foot (20') wide alleys crossing Blocks 17, 18, 19 and 20, all dedicated by the A.E. Lane's Addition, a Subdivision in Travis County, Texas according to the map or plat of record in Book 2, Page 223 of the Plat Records of Travis County, Texas, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "20' wide alleys"), are hereby permanently closed, vacated, and abandoned by the City and the general public.

Section 6. 17' Alley. The portion of the seventeen foot (17') wide alley abutting both Block 19 and a 0.0397 acre tract, dedicated by the A.E. Lane's Addition, a Subdivision in Travis County, Texas according to the map or plat of record in Book 2, Page 223 of the Plat Records of Travis County, Texas, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "17' wide alley"), is hereby permanently closed, vacated, and abandoned by the City and the general public.

Section 7. Consideration and Authorization to Execute Special Warranty Deed. The Mayor and the City Secretary are hereby authorized, empowered, instructed and directed to execute a special warranty deed or deeds, from time to time, in a form substantially similar to that set forth in Exhibit "B", conveying the rights and interests of the City in the properties described in this ordinance to abutting property owners, in proportion to their ownership of the abutting properties; provided that an owner in fee of an abutting property may, by a written notarized instrument, release and assign his or her right to purchase a portion of the street and/or alley right-of-way to any other owner of property that abuts such street and/or alley right-of-way, in a form substantially similar to that set forth in Exhibit "C" (the "Release"), thereby authorizing the City to convey such interest to such assignee; provided that said special warranty deed shall reserve a drainage easement and a public utility easement to be held by the City as described in the special warranty deed attached as Exhibit "B", and provided that the purchase price to be paid for such property shall be \$1.97 per square foot of such tract of right-of-way. Upon the payment of the purchase price, any surveying fees, and a proportionate amount of attorneys fees related to drafting and reviewing documents necessary to convey the property/properties, the execution and filing of a Release in the county real property records, as necessary, and the execution of such deed, such deed shall be and become a valid and binding act and deed of the City of Manor, Texas.

Section 8. Retain Utility Easement. Drainage easements and public utility easements in, upon, under, and across the properties described in this ordinance are hereby retained by the City and the general public for use as drainage and public utility easements as described in the special warranty deed attached as Exhibit "B".

Section 9. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 10. Effective Date. This ordinance shall take effect immediately from and after its passage.

Section 11. Open Meetings. It is hereby officially found and determined that the meeting at

ORDINANCE NO. 690

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which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter. 551, Texas Government Code.

PASSED AND APPROVED on this 15th day of February 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO. 690

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Exhibit "A"



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

CITY OF MANOR
(RIGHT-OF-WAY TO BE VACATED)

2.491 ACRES
JAMES MANOR SURVEY NO. 40, ABSTRACT NO.
CITY OF MANOR, TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 2.491 ACRES (APPROXIMATELY 108,524 SQ. FT.) IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, TRAVIS COUNTY, TEXAS, BEING PORTIONS OF E. LANE AVENUE [60' PUBLIC RIGHT-OF-WAY (R.O.W.)], SAN MARCOS STREET (80' PUBLIC R.O.W.), A 12' PORTION OF RECTOR STREET R.O.W., FOUR 20' ALLEYS CROSSING BLOCKS 17, 18, 19 AND 20, AND A 17' ALLEY ABUTTING BOTH BLOCK 19 AND A 0.397 ACRE TRACT, ALL DEDICATED BY THE A.E. LANE'S ADDITION RECORDED IN BOOK 2, PAGE 223 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AS WELL AS A 46' PORTION OF RECTOR STREET R.O.W. DEDICATED BY THE TOWN OF MANOR SUBDIVISION PLAT RECORDED IN VOLUME V, PAGE 796 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;

SAID 2.491 ACRES BEING ADJACENT TO TRACTS OF LAND CONVEYED TO JUNCTION DEVELOPMENT, LLC BY SPECIAL WARRANTY DEED DATED JUNE 27, 2022 IN DOCUMENT NO. 2022114493 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.491 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap found in the north terminus of San Marcos Street for the northeast corner of Lot 10, Block 17, said A.E. Lane's Addition;

THENCE with the north and east lines of San Marcos Street, the following four (4) courses and distances:

1. **South 62°09'55" East**, a distance of **4.74 feet** to a 1/2" rebar with "Waterloo" cap found for the southeast corner of Lot 7B2 and southwest corner of Lot 7C2, both of Block A, Resubdivision of Lot 7B1, Amended Plat of Lots 7A and 7B, Resubdivision of Lot 7, Cottonwood Commercial South Section One and Lot 6B Resubdivision of Lot 6, Cottonwood Commercial South Section One, a subdivision of record in Document No. 200900096 of the Official Public Records of Travis County, Texas;
2. **South 62°09'22" East**, a distance of **62.33 feet** to a 1/2" rebar found;

Page 2 of 5

3. **South 62°19'21" East**, a distance of **16.87 feet** to a 1/2" rebar with "Chaparral" cap found for the northwest corner of Lot 3, Block 20, said A.E. Lane's Addition;
4. **South 10°11'18" West**, a distance of **153.54 feet** to a 1/2" rebar with "Chaparral" cap found at the northeast intersection of San Marcos Street and E. Lane Avenue for the southwest corner of Lot 1, said Block 20;

THENCE South 79°48'42" East, a distance of **115.00 feet** to a calculated point at the northwest intersection of E. Lane Avenue and a 20' Alley for the southeast corner of said Lot 1, Block 20;

THENCE with the west, north and east right-of-way line of said 20' Alley, the following three (3) courses and distances:

1. **North 10°11'18" East**, a distance of **117.28 feet** to a calculated point at the north terminus of the 20' alley for the northeast corner of said Lot 3, Block 20;
2. **South 62°19'21" East**, a distance of **20.97 feet** to a calculated point for the northwest corner of Lot 5, said Block 20;
3. **South 10°11'18" West**, a distance of **110.97 feet** to a calculated point at the northeast intersection of the 20' Alley and E. Lane Avenue for the southwest corner of Lot 4, said Block 20;

THENCE with the north, east and south right-of-way lines of E. Lane Avenue, the following three (3) courses and distances:

1. **South 79°48'42" East**, a distance of **157.01 feet** to a 1/2" rebar with "Chaparral" cap found in the east terminus of E. Lane Avenue for the southeast corner of said Lot 4, Block 20, same being in the west line of said 0.397 acre tract;
2. **South 27°18'09" West**, a distance of **62.36 feet** to a 1/2" rebar with "Chaparral" cap found for the northeast corner of Lot 6, Block 19, said A.E. Lane's Addition;
3. **North 79°48'42" West**, a distance of **138.66 feet** to a calculated point at the southeast intersection of E. Lane Avenue and a 20' Alley for the northwest corner of said Lot 6, Block 19;

THENCE South 10°11'18" West, a distance of **250.11 feet** to a calculated point at the northeast intersection of Rector Street and said 20' Alley for the southwest corner of Lot 10, said Block 19;

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THENCE South 79°48'42" East, with the north line of Rector Street, a distance of **177.33 feet** to a 1/2" rebar with "Chaparral" cap found at the west right-of-way line of a 17' Alley for the southeast corner of said Lot 10, Block 19;

THENCE with the west, north and east right-of-way lines of said 17' Alley, the following two (2) courses and distances:

1. **North 27°12'37" East**, a distance of **347.91 feet** to a calculated point to a 1/2" rebar with "Chaparral" cap found in the north terminus of said 17' Alley for the northeast corner of said 0.397 acre tract;
2. **South 62°18'16" East**, a distance of **17.00 feet** to a 1/2" rebar found for the northwest corner of a called 5.0954 acre tract known as the City of Manor Cemetery, same being the northeast corner of said A.E. Lane's Addition;

THENCE South 27°12'37" West, with the east line of said A.E. Lane's Addition, a distance of **355.11 feet** to a calculated point at the intersection with the south right-of-way line of Rector Street;

THENCE North 79°48'42" West, with the south right-of-way line of Rector Street, a distance of **74.74 feet** to a calculated point at the east terminus of Rector Street;

THENCE South 10°11'18" West, with the east terminus of Rector Street, a distance of **46.18 feet** to a 1/2" rebar with "Chaparral" cap found in the south right-of-way line of Rector Street for the northeast corner of Lot 5, Block 75, said Town of Manor subdivision;

THENCE North 79°48'42" West, with the south right-of-way line of Rector Street, a distance of **250.00 feet** to a 1/2" rebar with "Chaparral" cap found at the southeast intersection of Rector Street and San Marcos Street for the northwest corner of Lot 1, said Block 75;

THENCE North 08°30'52" East, over and across Rector Street, a distance of **58.21 feet** to a 1/2" rebar with "Chaparral" cap found at the northeast intersection of Rector Street and San Marcos Street, for the southwest corner of Lot 1, said Block 19;

THENCE South 79°48'42" East, with the north right-of-way line of Rector Street, a distance of **115.00 feet** to a calculated point at the northwest intersection of Rector Street and a 20' Alley for the southeast corner of said Lot 1, Block 19;

THENCE North 10°11'18" East, a distance of 250.11 feet to a calculated point at the southwest intersection of E. Lane Avenue and said 20' Alley for the northeast corner of Lot 5, said Block 19;

1890-001-ROW

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THENCE North 79°48'42" West, with the south right-of-way line of E. Lane Avenue, a distance of **115.00 feet** to a 1/2" rebar with "Chaparral" cap found at the southeast intersection of E. Lane Avenue and San Marcos Street for the northwest corner of said Lot 5, Block 19;

THENCE South 10°11'18" West, with the east right-of-way line of San Marcos Street, a distance of **250.11 feet** to 1/2" rebar with "Chaparral" cap found at the northeast intersection of San Marcos Street and Rector Street for the southwest corner of Lot 1, Block 19;

THENCE North 79°48'42" West, over and across San Marcos Street, a distance of **80.00 feet** to a 1/2" rebar with "Chaparral" cap found for the southeast corner of Lot 1, Block 18, said A.E. Lane's Addition;

THENCE North 10°11'18" East, with the west right-of-way line of San Marcos Street, a distance of **115.00 feet** to a calculated point at the south intersection of San Marcos Street and a 20' Alley for the northeast corner of said Lot 1, Block 18;

THENCE North 79°48'42" West, a distance of **250.00 feet** to a calculated point at the southeast intersection of La Grange Street (80' public right-of-way) and said 20' Alley for the northwest corner of Lot 5, said Block 18;

THENCE North 10°11'18" East, over and across the 20' Alley, a distance of **20.11 feet** to a calculated point at the northeast intersection of La Grange Street and the 20' Alley for the southwest corner of Lot 6, said Block 18;

THENCE South 79°48'42" East, a distance of **250.00 feet** to a calculated point at the north intersection of San Marcos Street and the 20' Alley for the southeast corner of Lot 10, said Block 18;

THENCE North 10°11'18" East, with the west right-of-way line of San Marcos Street, a distance of **115.00 feet** to a 1/2" rebar with "Chaparral" cap found at the southwest intersection of San Marcos Street and E. Lane Avenue for the northeast corner of said Lot 10, Block 18;

THENCE North 79°48'42" West, with the south right-of-way line of E. Lane Avenue, a distance of **250.00 feet** to a 1/2" iron pipe found at the southeast intersection of E. Lane Avenue and La Grange Street for the northwest corner of said Lot 6, Block 18;

THENCE North 10°11'18" East, over and across E. Lane Avenue, a distance of **59.60 feet** to a 1/2" rebar with "Chaparral" cap found at the northeast intersection of E. Lane Avenue and La Grange Street for the southwest corner of Lot 5, said Block 17;

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THENCE South 79°48'42" East, a distance of **250.00 feet** to a 1/2" rebar with "Chaparral" cap found at the northwest intersection of E. Lane Avenue and San Marcos Street for the southeast corner of Lot 1, said Block 17;

THENCE North 10°11'18" East, a distance of **115.00 feet** to a calculated point at the south intersection of San Marcos Street and a 20' Alley for the northeast corner of said Lot 1, Block 17;

THENCE North 79°48'42" West, a distance of **250.00 feet** to a calculated point at the southeast intersection of said 20' Alley and La Grange Street for the northwest corner of said Lot 5, Block 17;

THENCE North 10°11'18" East, over and across the 20' Alley, a distance of **20.00 feet** to a calculated point at the northeast intersection of the 20' Alley and La Grange Street for the southwest corner of Lot 6, said Block 17;

THENCE South 79°48'42" East, a distance of **250.00 feet** to a calculated point at the north intersection of San Marcos Street and the 20' Alley for the southeast intersection of said Lot 10, Block 17;

THENCE North 10°11'18" East, a distance of **43.95 feet** to the **POINT OF BEGINNING**, containing **2.491 acres** of land, more or less.

Surveyed on the ground February 8, 2022.
Bearing basis: The Texas Coordinate System of 1983 (NAD83), Central Zone (4203), based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User System (OPUS).
Attachments: 1890-001-ROW

Paul J. Flugel 1-30-2023
Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
T.B.P.L.S. Firm No. 10124500



A DESCRIPTION OF 2.491 ACRES (APPROXIMATELY 108,524 SQ. FT.) IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, TRAVIS COUNTY, TEXAS, BEING PORTIONS OF E. LANE AVENUE [60' PUBLIC RIGHT-OF-WAY (R.O.W.)], SAN MARCOS STREET (80' PUBLIC R.O.W.), A 12' PORTION OF RECTOR STREET R.O.W., FOUR 20' ALLEYS CROSSING BLOCKS 17, 18, 19 AND 20, AND A 17' ALLEY ABUTTING BOTH BLOCK 19 AND A 0.397 ACRE TRACT, ALL DEDICATED BY THE A.E. LANE'S ADDITION RECORDED IN BOOK 2, PAGE 223 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AS WELL AS A 46' PORTION OF RECTOR STREET R.O.W. DEDICATED BY THE TOWN OF MANOR SUBDIVISION PLAT RECORDED IN VOLUME V, PAGE 796 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.491 ACRES BEING ADJACENT TO TRACTS OF LAND CONVEYED TO JUNCTION DEVELOPMENT, LLC BY SPECIAL WARRANTY DEED DATED JUNE 27, 2022 IN DOCUMENT NO. 2022114493 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- ^W 1/2" REBAR WITH "WATERLOO" CAP FOUND
- ^{CH} 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- ⊙ 1/2" IRON PIPE FOUND
- ▲ MAG NAIL FOUND (OR AS NOTED)
- △ CALCULATED POINT
- ⊙ FENCE POST FOUND
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

LINE TABLE

LINE	BEARING	DISTANCE
L1	S62°09'55"E	4.74'
L2	S62°19'21"E	16.87'
L3	S62°19'21"E	20.97'
L4	S62°18'16"E	17.00'
L5	S10°11'18"W	46.18'
L6	N10°11'18"E	20.11'
L7	N10°11'18"E	20.00'
L8	N10°11'18"E	43.95'

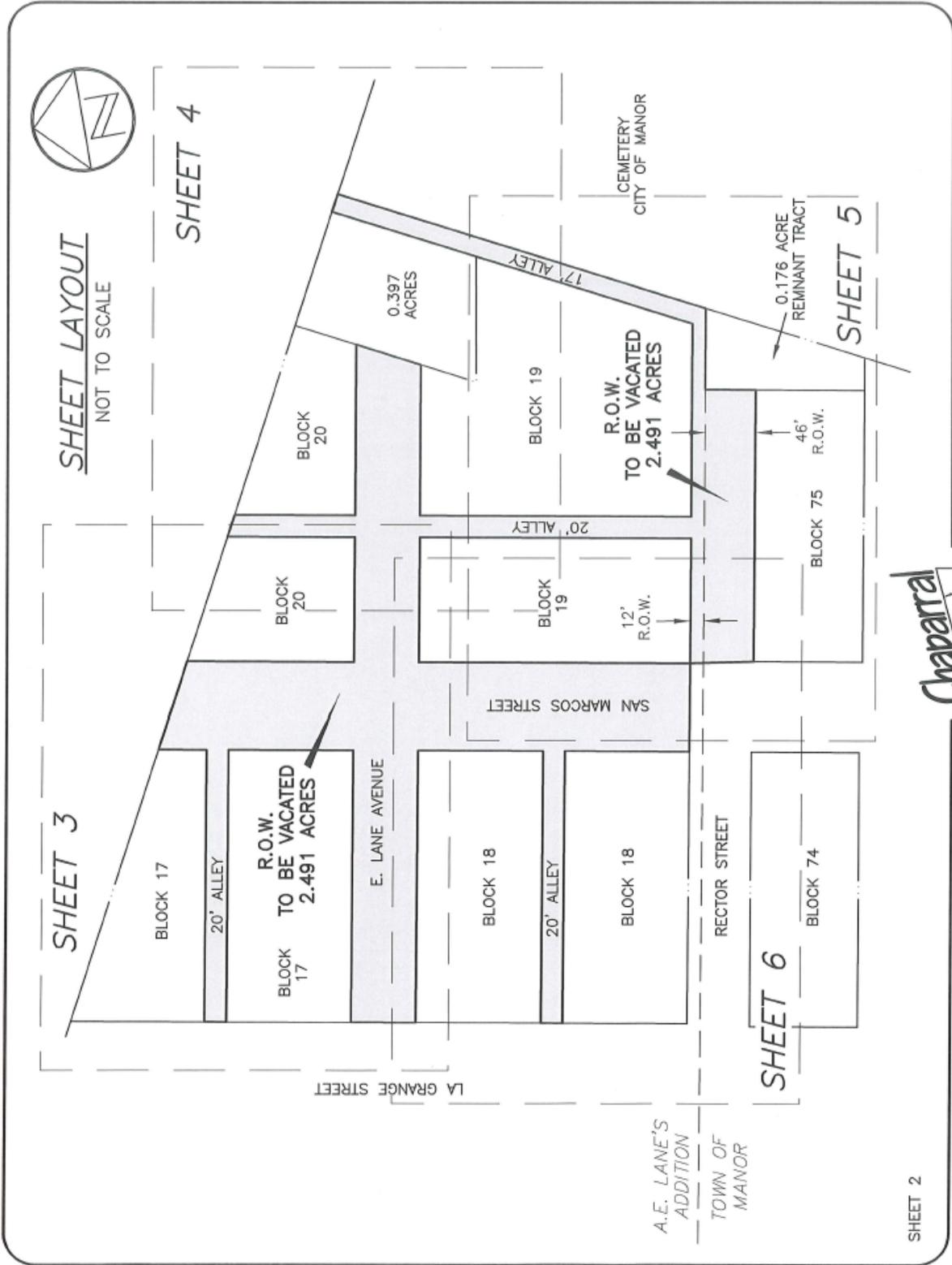


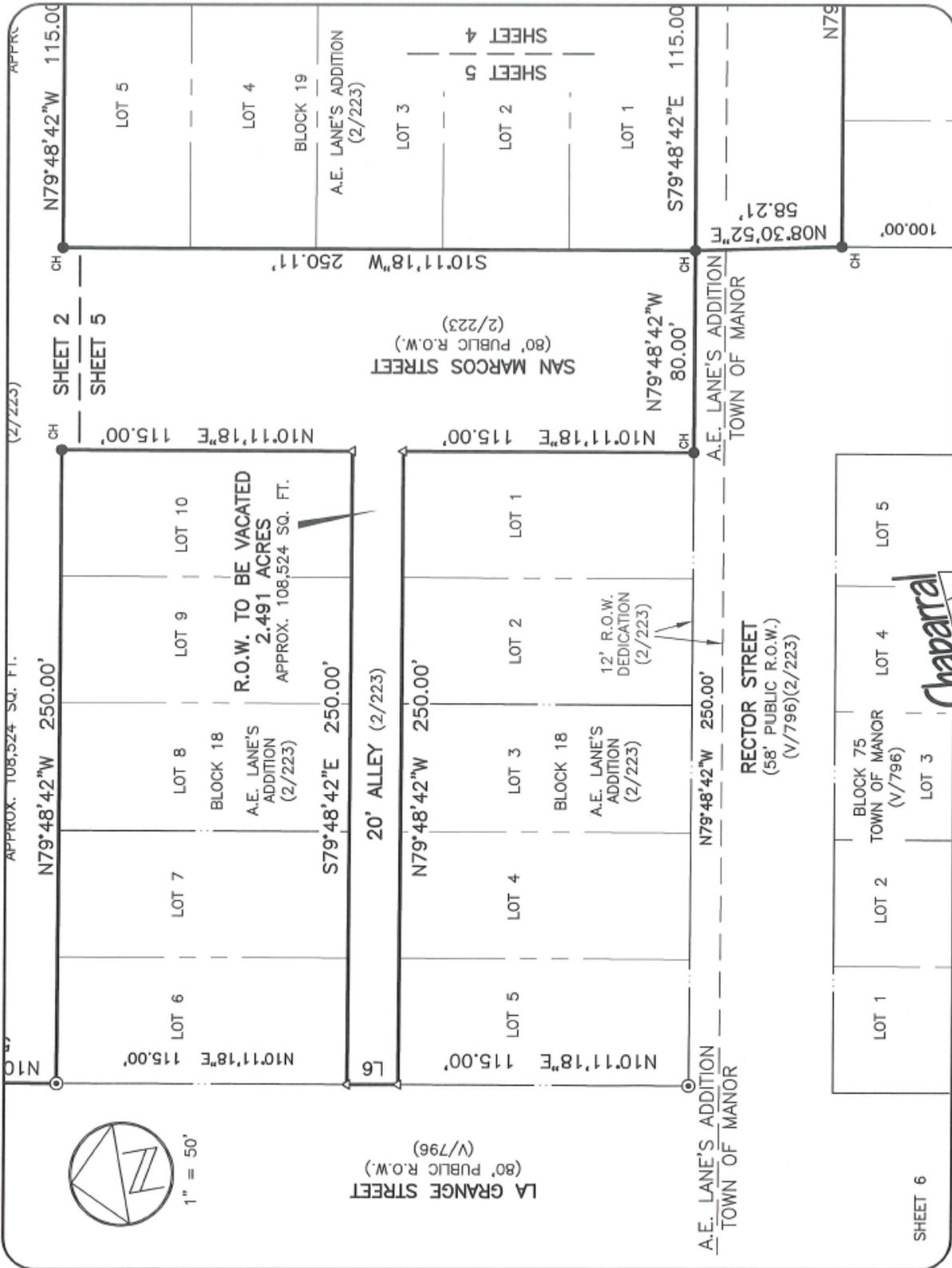
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1890-001-ROW

DATE OF SURVEY: 02/08/2022
 PLOT DATE: 01/30/2023
 DRAWING NO.: 1890-001-ROW
 PROJECT NO.: 1890-001
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: PAQ
 SHEET 1 OF 6







5

Exhibit "B"

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF TRAVIS § KNOW ALL PERSONS BY THESE PRESENTS:

That the **City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**GRANTOR**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by

(insert name(s) of buyer(s)), hereinafter called "**GRANTEE**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto the said **GRANTEE**, all that certain lot, tract or parcel of land known and described as follows:

PROPERTY: (insert property description)

This conveyance is expressly made subject to the easements reserved in this instrument, and the restrictions, covenants and easements, if any, apparent on the ground, in use or existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

GRANTOR hereby expressly reserves an exclusive, perpetual drainage and public utility easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for drainage and conveyance of storm water run-off, the City's drainage system, or the supplying of water, sanitary sewer service, and/or any other utility services or public facility in, upon, under and across the Property.

GRANTEE covenants and agrees to use the Property only in those ways consistent with the drainage and public utility easement herein reserved and agrees to do nothing which would impair, damage, or destroy or interfere with the drainage or public utility easement or any structure, facility, or improvement placed thereon, and it is further understood and agreed that the covenants and agreements set forth herein regarding the drainage and public utility easement shall be considered covenants running with the land, fully binding upon **GRANTEE** and Grantee's successors and assigns.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, the heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Manor, Texas, but not otherwise.

This deed is subject to the drainage and public utility easements reserved in this instrument and all other easements, restrictions, covenants, conditions and other instruments of record.

[signature page follows]

EXECUTED at Manor, Travis County, Texas, this the ___ day of _____ 20__.

Attest:

City of Manor, Texas

Lluvia T. Almaraz, City Secretary

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 day personally appeared Dr. Christopher Harvey, Mayor, of the City of Manor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____ 20__.

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

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

Exhibit "C"

RELEASE AND ASSIGNMENT OF INTEREST IN PROPERTY

THE STATE OF TEXAS §

COUNTY OF TRAVIS § KNOW ALL PERSONS BY THESE PRESENTS:

I/We, _____
(“**RELEASOR(S)**”), am/are the owner(s) in fee of property that abuts the street or alley right-of-way commonly known as _____, located in Manor, Travis County, Texas (the “**ROW**”). The City Council of the City of Manor, Texas, has authorized conveyance of the ROW to abutting property owners in proportion to their ownership of the abutting ROW.

I/We do not wish to exercise my/our right to purchase any portion of the ROW, and I/we hereby release and assign to _____ (the “**ASSIGNEE**”), who own property abutting the ROW, any interest I/we may have to purchase a portion of the ROW in proportion to my/our ownership of abutting property, said portion more particularly described as follows:

PROPERTY:
(insert property description)

I/we hereby authorize the City of Manor, Texas to convey the Property to the **ASSIGNEE**, subject to the reserved drainage and public utility easements.

EXECUTED at _____, _____ County, Texas, this the ___ day of _____ 20__.

RELEASOR(S)

By: _____ (printed name)

By: _____ (printed name)

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of ____ 20__.

Notary Public-State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of ____ 20__.

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Manor
Attn: City Secretary

ORDINANCE NO. 690

105 E. Eggleston Street
Manor, Texas 78653

FEBRUARY 2023

RIGHT-OF-WAY ACQUISITION
PRESENTATION

PRESENTED BY:



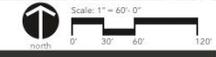
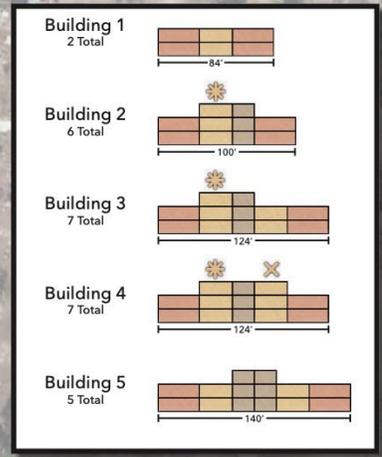
LEGACY

PERFORMANCE CAPITAL

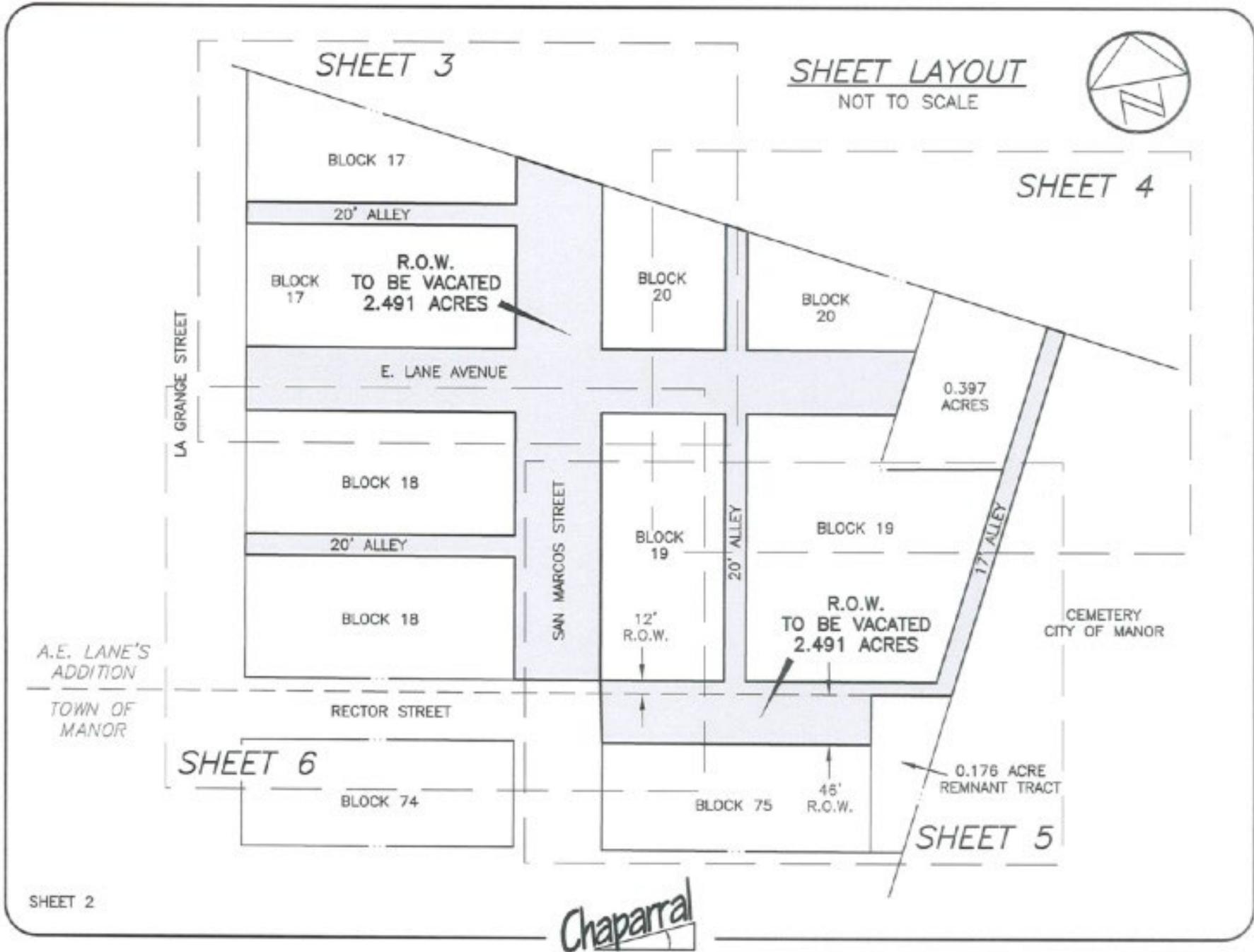
Item 12.

Unit Type	Unit Count	Unit Height	Unit SF	Garage Parking	Surface Parking
Unit A (27' x 50')	40	2 Story	2,300	80	80
Unit B (25.5' x 50')	32			64	64
B1	12	2 Story	2,150		
B2	13	3 Story	2,450		
B2 (optional)	7	3 Story	2,450		
Unit C (17.5' x 45')	23	3 Story	1,500	46	23
Total	95		199,200	201,300	

 Unit B2 - Mandatory 3 Story
 Unit B2 - Optional 3 Story



NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION



| JUNCTION

SIZE:

- 95 Townhomes with two and three story elevations
- Private park
- Trails

PROJECT DESCRIPTION:

The Junction community is located in the heart of the City of Manor in the historic downtown area. The Junction consists of 95 Townhomes priced from the low \$400s to meet a wide range of households in the area. The project architect is the award-winning DTJ Design who has designed multiple floor plan options suited to the site's rolling topography.





HOUSING DYNAMICS & MIDDLE-INCOME HOUSING

MANOR, TEXAS

Prepared for Legacy Performance Capital
November 28, 2022

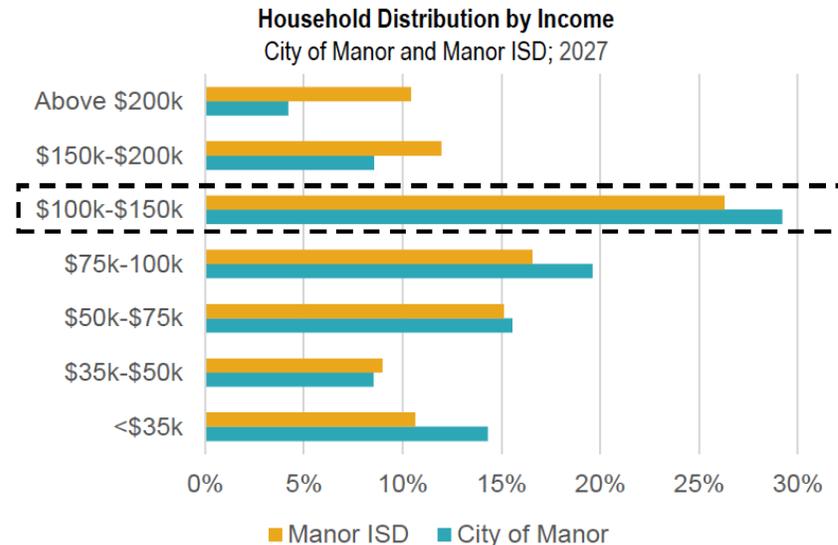
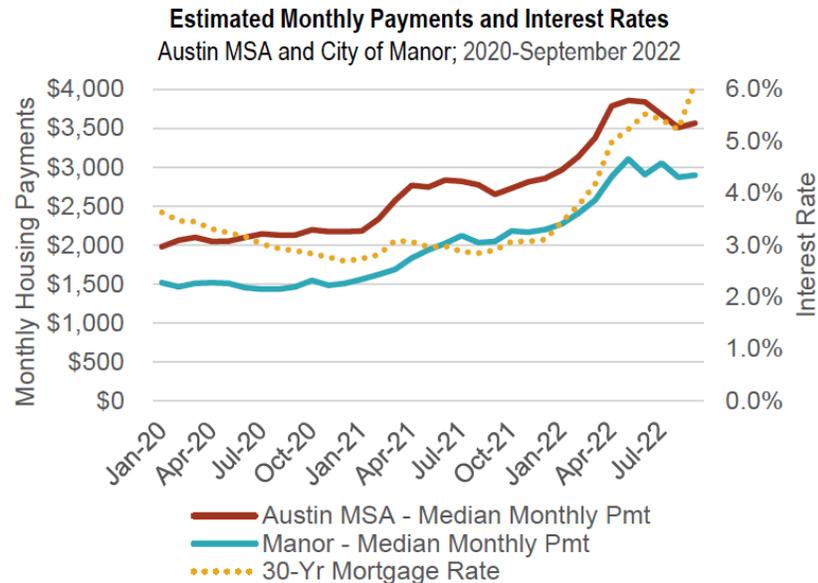
MANOR'S HOUSING DYNAMICS

Regional Housing Affordability Crunch: Robust regional growth across the Austin MSA has exacerbated the region's affordable housing crises in recent years, precluding many households from purchasing homes. Areas such as Manor, which offer attractive lifestyles, strong access to employment and services, and a historically moderate cost of living, have experienced significant pricing pressure since the summer of 2020. To deliver more attainable housing, builders are looking to introduce product types typical of highly-desirable and amenitized neighborhoods, such as small lot single-family homes, townhomes, and paired villas.

Housing Dynamics in Manor: RCLCO estimates that new homes within Manor ISD garner substantial premiums over existing housing inventory, with new home builder inventory averaging approximately \$500,000 (builder websites) compared to a median resale price of roughly \$380,000 (Redfin Data Center) within the City of Manor. To afford the average new home within Manor ISD, a household would need to earn a minimum of \$150,000 annually, while households earning approximately \$115,000 could afford the median existing home in the market.

Townhomes in Manor: Legacy's proposed townhomes, priced from the low-\$400,000s, would be positioned at an attractive discount to the average new home within Manor, filling a market gap for new, high-quality homes for less than the typical new single-family detached home. Assuming normalized interest rates in the range of 4.5%, RCLCO estimates that these townhomes will be affordable to households earning between \$105,000 and \$135,000. Esri estimates that by 2027, approximately 42% of Manor households (or 49% of household residing in Manor ISD) will have incomes above \$100,000, making the townhomes affordable to the typical area resident.

Buyer Profile: This product would appeal to smaller households, such as young professionals, mature professionals, and young families that require less space, but seek high-quality construction in well-located neighborhoods. The growing concentration of employment in and around Manor will make the community particularly attractive to working professional households and middle managers.



Source: Builder Websites; Redfin Data Center; Esri Business Analyst; Federal Reserve Bank of St. Louis; Freddie Mac

| RELEVANT EXPERIENCE

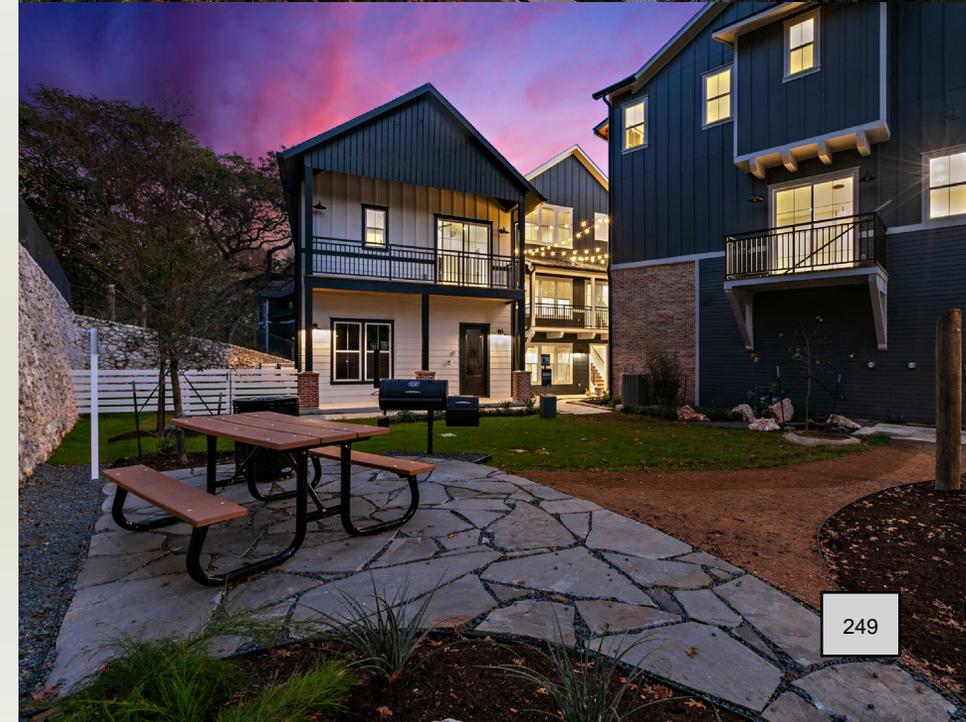
THE ISABELLA

SIZE:

- 20 Townhomes with two and three story elevations
- Dog Park
- Gathering Spaces
- Price Range \$400s - \$700s

PROJECT DESCRIPTION:

Privately connected in the thriving South Austin community, The Isabella features 20 eclectic residences in a quiet neighborhood surrounded by trees within minutes of downtown Austin. Single-family and townhome residences starting from the low \$400s feature two and three story elevations with private yards on select homesites.



| RELEVANT EXPERIENCE COOPER'S SQUARE

SIZE:

- 30 two-story single family residences
- Dog Park
- "Town Square" Community Park
- Price Range \$400 - \$600s

PROJECT DESCRIPTION:

Cooper's Square was designed for Austinites to experience the very best of South Austin living. Contemporary-style homes from the \$400s surround Cooper's "Town Square", an inviting open-space park designed for meeting neighbors, friends and four-legged socialites.



THANK YOU!



LEGACY

PERFORMANCE CAPITAL



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on tree mitigation fee-in-lieu for Shadowglen Phase 3 Section 1 and 2.

BACKGROUND/SUMMARY:

Due to revisions to floodplain modeling (Atlas 14), the area of the Wilbarger Floodplain has expanded some. Meritage Homes is planning to construct in Shadowglen Phase 3 and to reduce the risk of flooding within the subdivision they are proposing to modify the floodplain by grading some acreage within the city’s property. This grading will cause the removal of trees totaling 1,241 caliper inches. Trees cannot be planted back into the area because they would impede floodwaters and reduce the effectiveness of the grading, causing the floodwaters to potentially reach developed areas.

Fees-in-lieu for tree mitigation are determined by the City Council at the time of the request. Fees are based on the average cost of a 3” tree the city would need to purchase at the time. Below are the costs provided by the Public Works Department:

- Live Oak - 3inch diameter 65 gallon \$535.00
- Red Oak - 2 ½ to 3- inch diameter 65 gallon \$535.00
- Cedar Elm - 2 ½ to 3-inch 65 gallon \$570.00

These average to \$547 for a 3” tree, or \$182.33 per caliper inch. This request is for 1,241 caliper inches so a recommended fee-in-lieu is \$226,271.53. This money is paid into a dedicated tree fund for the city to purchase and maintain trees on city properties and rights-of-way.

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

- Mitigation letter
- Exhibit

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve a tree mitigation fee-in-lieu for Shadowglen Phase 3 Section 1 and 2 in the amount of \$182.33 per caliper inch.

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

February 6, 2023

Mr. Scott Dunlop
Director of Development Services
City of Manor
105 E Eggleston St
Manor, Texas 78653

**RE: Tree Mitigation
Shadowglen – Phase 3
Manor, Texas**

Dear Mr. Dunlop:

Please accept this letter from Kimley-Horn and Associates, Inc. (“Kimley-Horn” or the “Consultant”) as a request for a fee in lieu for the proposed trees that will be removed inside the floodplain. This request is being made under the Manor Code of Ordinances Section 15.03.036(a).

Kimley-Horn is proposing to remove 1,241 tree inches that are currently in the floodplain. In order to fill a portion of the residential lots per the approved CLOMR (#19-06-0028R), the floodplain will require grading.

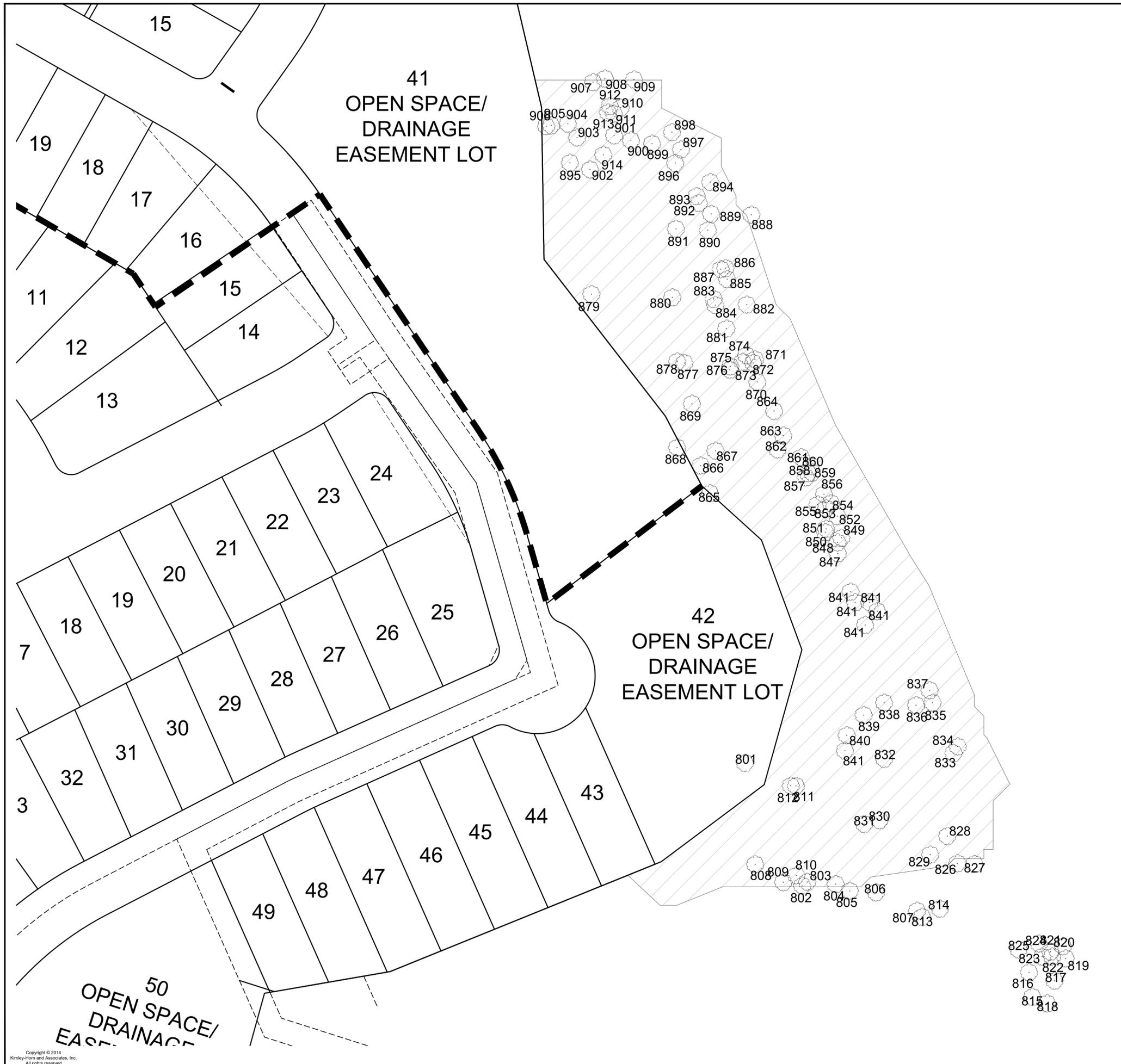
A tree survey has been conducted in order to identify protective trees inside the floodplain, provide protection measures, as well as identify trees proposed for preservation and removal. The exhibit attached shows the trees within the floodplain that are being proposed for removal.

Based on the survey, no heritage trees are proposed to be removed.

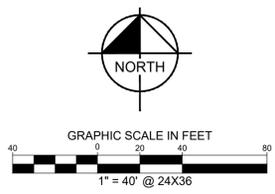
Sincerely,



Jacob Kondo, P.E
Project Manager
TBPE F-928



TREE LIST		TREE LIST	
TAG	DESCRIPTION	TAG	DESCRIPTION
801	21" CEDAR ELM	856	11" CEDAR ELM
802	8" CEDAR ELM	857	13" MT CEDAR ELM (9", 7")
803	18" MT MESQUITE (11", 7", 7")	858	9" CEDAR ELM
804	10" CEDAR ELM	859	9" CEDAR ELM
805	9" CEDAR ELM	860	11" CEDAR ELM
806	9" CEDAR ELM	861	12" CEDAR ELM
807	13" MT CEDAR ELM (9", 8")	862	13" MT CEDAR ELM (10", 6")
808	9" BUMELIA	863	9" MESQUITE
809	8" CEDAR ELM	864	9" CEDAR ELM
810	8" CEDAR ELM	865	10" CEDAR ELM
811	12" CEDAR ELM	866	9" CEDAR ELM
812	15" CEDAR ELM	867	11" MT CEDAR ELM (8", 6")
813	8" CEDAR ELM	868	13" CEDAR ELM
814	10" CEDAR ELM	869	10" CEDAR ELM
815	11" CEDAR ELM	870	8" CEDAR ELM
816	15" CEDAR ELM	871	12" CEDAR ELM
817	27" MT CEDAR ELM (13", 11", 10", 7")	872	8" CEDAR ELM
818	9" CEDAR ELM	873	9" MT CEDAR ELM (7", 4")
819	17" MT CEDAR ELM (12", 10")	874	8" CEDAR ELM
820	13" MT CEDAR ELM (10", 6")	875	14" MT CEDAR ELM (11", 6")
821	11" CEDAR ELM	876	8" CEDAR ELM
822	12" CEDAR ELM	877	8" CEDAR ELM
823	8" CEDAR ELM	878	8" CEDAR ELM
824	9" CEDAR ELM	879	8" CEDAR ELM
825	13" MT CEDAR ELM (10", 6")	880	8" CEDAR ELM
826	12" CEDAR ELM	881	9" CEDAR ELM
827	9" MESQUITE	882	12" CEDAR ELM
828	9" MESQUITE	883	11" MT CEDAR ELM (9", 4")
829	9" MESQUITE	884	8" CEDAR ELM
830	11" MT MESQUITE (8", 6")	885	8" CEDAR ELM
831	10" MESQUITE	886	10" CEDAR ELM
832	9" CEDAR ELM	887	8" CEDAR ELM
833	21" MT CEDAR ELM (12", 12", 6")	888	13" MT CEDAR ELM (8", 6", 4")
834	12" CEDAR ELM	889	9" CEDAR ELM
835	12" CEDAR ELM	890	12" CEDAR ELM
836	9" CEDAR ELM	891	10" CEDAR ELM
837	8" CEDAR ELM	892	16" MT CEDAR ELM (11", 9")
838	8" CEDAR ELM	893	8" CEDAR ELM
839	16" CEDAR ELM	894	10" CEDAR ELM
840	10" CEDAR ELM	895	10" CEDAR ELM
841	12" CEDAR ELM	896	10" CEDAR ELM
842	10" CEDAR ELM	897	13" CEDAR ELM
843	8" CEDAR ELM	898	8" CEDAR ELM
844	10" CEDAR ELM	899	15" MT CEDAR ELM (10", 10")
845	10" CEDAR ELM	900	11" MT CEDAR ELM (8", 5")
846	12" CEDAR ELM	901	10" CEDAR ELM
847	9" CEDAR ELM	902	10" CEDAR ELM
848	11" CEDAR ELM	903	10" CEDAR ELM
849	11" CEDAR ELM	904	15" MT CEDAR ELM (12", 6")
850	9" CEDAR ELM	905	12" MT CEDAR ELM (8", 8")
851	11" CEDAR ELM	906	8" CEDAR ELM
852	10" CEDAR ELM	907	9" CEDAR ELM
853	10" CEDAR ELM	908	13" CEDAR ELM
854	12" CEDAR ELM	909	13" CEDAR ELM
855	9" CEDAR ELM	910	17" MT CEDAR ELM (11", 7", 5")
		911	10" CEDAR ELM
		912	10" CEDAR ELM
		913	15" MT CEDAR ELM (10", 5")
		914	8" CEDAR ELM



TREE MITIGATION VARIANCE WITHIN FLOODPLAIN EXHIBIT

Kimley»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	XXX	XXX	**/**/2014	XXXXXXXX	1 OF 1



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Development Agreement for the LanZola Development.

BACKGROUND/SUMMARY:

Developer and City staff have negotiated a development agreement for the construction of a manufactured home park with a commercial section and also includes reservation of property for community and civic uses and the construction of a wastewater line extension in the City’s extraterritorial jurisdiction.

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

- Development Agreement

STAFF RECOMMENDATION:

Staff recommends approval of the Development Agreement for the LanZola Development.

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

DEVELOPMENT AGREEMENT FOR LANZOLA DEVELOPMENT

This Development Agreement for LanZola Development (the “Agreement”) is made and entered into, effective as of the _____ day of _____, 20____, by and between the **City of Manor, Texas**, a Texas home rule municipal corporation (the “City”) and LanZola Reserves, LLC , a Texas limited liability company (the “Owner”). The City and Owner are hereinafter sometimes referred to as a “Party” and collectively as the “Parties.” The Parties agree as follows:

RECITALS

A. Owner owns approximately 137.022 acres of land, more or less, located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Property”). The Property is located within the City’s extraterritorial jurisdiction (“ETJ”) and not within the ETJ or corporate limits of any other municipality.

B. Owner will develop the Property as a mixed-use development project consisting of manufactured home park, commercial and community center uses, as provided in this Agreement, and as generally shown on **Exhibit B** attached hereto and incorporated herein for all purposes (the “Project”), which shows the general locations of the proposed uses.

C. The City holds a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the “TCEQ”) or a predecessor agency, recognizing the City’s right to provide retail sewer service to the Property.

D. The City shall be the exclusive retail provider of wastewater service to the Property.

E. The Property is not currently served by water, wastewater, drainage facilities or roads and although there are roads, water and wastewater abutting the Property, there are no such facilities located upon the Property.

F. The Parties desire to establish the agreed components of the wastewater, streets, drainage and other infrastructure required for the development and use of the Property pursuant to the Applicable Regulations, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement.

G. Owner shall request annexation of the Property into the corporate boundaries of the City as provided in Section 3.01 herein when feasible.

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

and state law, including, but not limited to Section 212.172, Texas Local Government Code (“Section 212.172”). The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness and enforceability of this Agreement.

I. This Agreement is entered into pursuant to the provisions of the City Charter and applicable Texas law including, without limitation, Section 212.172.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Article I. Incorporation of Recitals

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

Article II. Purpose, Benefits, Authority, Term and Termination

2.01. Purpose. The Property is proposed for development as mixed-use manufactured home park, community center and commercial/retail site, with no more than 600 manufactured home units. Developer will subdivide, if applicable, and develop the Property at the Developer’s expense in accordance with this Agreement, the plans and specifications approved by the City, good engineering practices, and the Applicable Regulations, as defined in Section 4.01(b) of this Agreement. The City and Owner further want to provide for the Owner to design and construct a wastewater extension line connecting into the City’s planned wastewater main for wastewater services for use by the Property and other development actions by both Parties.

2.02. General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; and (c) the wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of extension of its wastewater system, wastewater impact fees, and potential tax revenue. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval

of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.03. Authority. This Agreement is entered into, in part, under the statutory authority of Section 212.172, Texas Local Government Code, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The Parties intend that this Agreement authorize certain land uses and development of the Property, provide for the uniform review and approval of plats and development plans for the Property, provide exceptions to certain ordinances; and provide other terms and consideration including the continuation of land uses and zoning after annexation of the Property located in the City's ETJ.

2.04. Term of Agreement; Termination. The term of this Agreement shall be fifteen (15) years from the Effective Date with two (2) automatic renewals of fifteen (15) years each, up to the maximum forty-five year limit set by Texas Local Government Code, Section 212.172(d). Upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided this Agreement will terminate and expire earlier if: (a) Owner defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement; (b) Owner defaults in the performance of any other contract or agreement between the Parties regarding or applicable to the development of the Property and the default is not timely cured within the time provided for cure in this Agreement; or (c) the Property is annexed by the City in accordance with Section 3.01 of this Agreement. The Parties further mutually agree that this Agreement shall be in full force and effect from the Effective Date until the termination date, provided that the City may terminate this Agreement in accordance with Article VII.

Article III. Annexation; Sequence of Events

3.01. Annexation. Owner consents to voluntarily request that the City approve annexation of the Property prior to the expiration of this Agreement. An annexation petition in a form substantially similar to that set forth in **Exhibit C** voluntarily requesting annexation of the Property will be executed by the Owner and submitted to the City within ten business (10) days prior to the expiration of this Agreement and after the later of: a) the Property becoming contiguous land to the City Limits, and b) the Property obtaining the relevant development permits to commence construction of the Project. The City will process the petition within sixty (60) days of receiving Owner's annexation petition. The Owner accepts and agrees to execute the Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor attached as **Exhibit D** (the "Services Agreement") as good, sufficient and acceptable services for the Property. The Property will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement, subject to the discretion of the City Council of the City and in compliance with the applicable notice and hearing requirements. If Owner fails to present to the City a petition for the annexation of the Property signed by the landowner of the Property as provided in this section or fails to actively support the annexation the City may terminate this Agreement.

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

- (a) Approval of this Agreement by the City and Owner;
- (b) Submission of an annexation petition and zoning application by Owner pursuant to the terms of this Agreement;
- (c) City acceptance of the annexation petition and beginning of public hearings and process to adopt the annexation ordinance; and
- (d) Second and final reading of ordinance annexing the Property, and second and final reading of an ordinance zoning the Property in accordance with Section 4.02.

Article IV.
Development of the Property

4.01. Applicable Regulations.

(a) Owner shall plan, plat, build-out and complete development and infrastructure on the Property in compliance with the Applicable Regulations, as the term is defined in subsection (b), and this Agreement.

(b) Except as may be modified by this Agreement, the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property on the date of this Agreement, and such amendments to City ordinances and regulations that that may be applied to the Development under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations").

4.02. Zoning. The City agrees to proceed with the zoning of the Property in accordance with the uses provided in Exhibit B. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City, with such process to be commenced upon receipt of the annexation petition described in Section 3.01 and receipt of a zoning application that complies with this Agreement and the Applicable Regulations, provided that the City Council will not take final action on the zoning application until the Property is annexed into the city limits. If the Owner submits a zoning application to zone the Property something other than as provided for in this Section, then Owner shall pay all required fees. The Property will have no more than 600 manufactured home units, approximately 4.7 acres of commercial/retail development and approximately 1 acre for a community center use, including land for the City to use for emergency services.

4.03. Development Standards.

(a) Development Requirements for Manufactured Home Park. The development standards set forth in the City's Code of Ordinances, Article 3.05, and Sections 14.02.007 ("MH-2 Classification") and 14.02.063 shall apply to the manufactured home structures located on the Property.

(b) Non-Residential Development Requirement.

(1) The Owner agrees to only permit uses listed in the City's zoning ordinance for Neighborhood Business on the non-residential development of the Property.

(2) The exterior wall standards set forth in this section shall apply to the non-residential structures located on the Property, as more particularly shown on **Exhibit B**. At least sixty percent (60%) minimum of the exterior façade of the front elevations, and fifty percent (50%) minimum combined on all elevations, of each non-residential structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work.

(c) Architectural Requirement. The architectural standards set forth in the City's Code of Ordinances, Section 14.02.065(b) shall apply to the non-residential structures located on the Property. The architectural standards set forth in the City's Code of Ordinances, Section 14.02.063 shall apply to the manufactured home structures located on the Property.

(d) Outdoor Lighting Requirement. The outdoor lighting standards set forth in the City's Code of Ordinances, Article 15.05 shall apply to all non-residential development on the Property.

(e) Landscaping Requirement. The landscaping standards set forth in the City's Code of Ordinances, Section 15.03.005 shall apply to manufactured home park and non-residential development on the Property. In addition, Owner agrees to the following landscape requirements for the Property: one (1) tree per manufactured home unit; and two (2) trees per corner manufactured home unit.

(f) Building Permits. Owner acknowledges and agrees that compliance with Section 4.03(a) will be a condition of issuance of building permits and certificates of occupancy. Owner further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 4.03(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, as herein defined, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

4.04. Vesting. Any claim of vested rights under this Agreement shall be limited to the period of time beginning on the Effective Date and no vested rights exist with respect to any claim, event plans or matters that occurred prior to the Effective Date. Any vested rights of the Owner under this Agreement shall apply and begin only on the Effective Date and vesting shall expire (1) on the fifth

anniversary from the date a concept plan is filed with the City if no progress has been made towards the completion of the Project; or (2) will terminate if this Agreement is terminated by reason of Owner's default beyond any applicable notice and cure periods (the "Vested Rights"). Progress toward completion of the Project shall be defined as set forth in Section 245.005(c), Texas Local Government Code. To the extent any such standards or other criteria specified in this Agreement are in direct conflict with any other current or future provisions of the City Code or any other City ordinances, policies or requirements, this Agreement shall govern. A vested right under this Agreement shall not apply to regulations mandated by state or federal law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project after the Effective Date. The Parties acknowledge and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

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

4.06. **Private Open Space.** Owner has agreed to use approximately 5.8 acres as private open space for recreation and enjoyment of the residents on the Property, which will contain community amenities, as generally shown in **Exhibit B**.

4.07. **Community Facilities.** Owner has agreed to dedicate approximately 1 acre for use as a community facility by a not for profit organization or public entity to provide public services to residents on the Property; and for use by emergency services, as generally shown in **Exhibit B**.

4.07. **Design and Construction.** Owner will finance (if applicable), design, construct and install all required water facilities, wastewater facilities, streets, drainage facilities and other improvements within the Property described in Exhibit B and the Project Facilities described in Article V. below required to serve the Property (collectively the "Subdivision Improvements") at Owner's sole cost and expense. Developer shall design and construct and install the Subdivision Improvements in compliance with the Applicable Regulations, the plans and specifications approved by the City, and good engineering practices.

4.08. **Timing of Platting.** The Owner agrees to waive the submission requirements of the City's ordinances and subdivision regulations and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s) and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Developer and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City's ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may

occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the Applicable Regulations.

Article V. Wastewater Service

5.01. **Wastewater Extension Line Project.** The Wastewater Extension Line Project consists of an extension of a wastewater line (the “Wastewater Extension Line”) from a proposed wastewater main line, along a route generally shown on **Exhibit E** and all the appurtenant facilities and equipment reasonably required to operate the Wastewater Extension Line (the “Wastewater Extension Line Project”). The construction of the Wastewater Extension Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.02. **Timely Construction of Wastewater Extension Line Project.** Owner shall design, construct, install and obtain City acceptance of the Wastewater Extension Line in accordance with the terms and conditions of this Agreement. No final plat of the Property will be recorded until the Wastewater Extension Line Project is completed by the Owner. However, the City will accept the construction of the Project to occur concurrently with the construction of the Wastewater Extension Line Project.

5.03. **Wastewater Service.**

(a) **Service Connections.** Upon completion of the Wastewater Extension Line Project, the City will provide wastewater service to the Property, and will approve direct connections for each commercial unit or structure to the City’s wastewater system upon a Certificate of Occupancy being issued for the unit or structure and provide wastewater service for the commercial unit or structure on the same terms and conditions as provided to all other areas of the City; provided that all infrastructure required to serve the Property has been constructed. As used in this Agreement, “direct connection” means a wastewater service line that is directly connected to a wastewater main that ties into a manhole on the Wastewater Extension Line Project.

(b) **Wastewater Service Construction Obligations.** Unless otherwise provided in this Agreement, Owner shall be responsible for the engineering and construction of all wastewater lines, infrastructure and facilities necessary to serve the Property.

(c) **Payment of Wastewater Impact Fees.** Owner shall be responsible for payment of all Wastewater Impact Fees. Wastewater Impact Fees shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) or the date water service is requested for the lot, tract or parcel of land.

(d) **Easements.** During the design phase of the Wastewater Extension Line Project, the City shall identify any wastewater easements on Owner’s property required to be conveyed to the City. Owner shall convey to the City at no cost to the City the easements reasonably required and to

the extent possible, free and clear of all liens and encumbrances, within thirty (30) days of written request by the City, using forms acceptable to the City.

5.04 City and Owner agree that as a requirement to the Wastewater Extension Line Project, the City will build a wastewater main on a neighboring property to the south of the Project that will connect to the Owner’s Wastewater Extension Line Project. The Owner will use its best efforts to negotiate and acquire any easements to provide connectivity to the City’s wastewater main. The easements are necessary and required by the City for the City to provide wastewater service to the Property and for the Developer to comply with the City’s Applicable Regulations and obtain approval for the development of the Property. The City agrees to cooperate and support the Developer’s acquisition of the necessary easements from the grantors, at no cost to the City. To the extent possible, the easements shall be free and clear of all liens and encumbrances using forms acceptable to the City. If the Developer is unable to obtain any of the easements from the grantors, the Developer shall notify the City within thirty (30) days that the easement(s) was not obtained and the City will determine whether to use condemnation proceedings to obtain the necessary easements needed. If the City proceeds with condemnation proceedings to obtain the easement(s) needed, the Owner shall be responsible for all costs associated with the easement acquisition.

**Article VI.
Engineer for the Property and Wastewater Line Project**

6.01. Project Engineer. The Owner shall select a project engineer that will act as engineer for the Property (“the Project Engineer”) and shall provide written notice to the City of such designation. The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the development of the Property. The Project Engineer will work and coordinate with the City Engineer to obtain the review and approval by Owner, the City Engineer and the Director of Development Services of such design, plans and specifications and supporting documentation. The Owner may, from time to time and at any time, replace the Project Engineer in the Developer’s sole and absolute discretion. In the event Owner elects to replace the Project Engineer, the Owner will provide written notice to the City of the replacement engineer.

6.02. Wastewater Extension Line Project Engineer. The Project Engineer will act as the engineer for the Wastewater Extension Line Project. The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Wastewater Extension Line Project to be constructed and installed by Owner in accordance with good engineering practices, the design and construction standards of the Applicable Regulations and this Agreement.

**Article VII.
Additional Agreements and Performance**

7.01. Additional City Agreements. The City hereby agrees: to reasonably cooperate with Owner and use its best efforts, in good faith, to complete City staff review and schedule for approval of the concept plan, site plan, preliminary plat, construction plans, final plat and any other required approval document for the Project, subject to the Owner timely submitting applications and responding to comments.

7.02. Additional Owner Agreements. The Owner hereby agrees:

(a) use its best efforts, in good faith, to submit concept plan, site plan, preliminary plat, final plat and construction plan applications, as may be required, to the City and respond to City comments, subject to the City timely commenting on such applications; and

(b) pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement.

Article VIII.

Assignment of Commitments and Obligations

8.01. Owner Assignment of Agreement. Owner's rights and obligations under this Agreement may be assigned by Owner to one (1) or more purchasers of all or part of the Property; provided, the City Council of the City must first approve and consent to any such assignment by the Owner of this Agreement including the assignment of any right or duty of the Owner pursuant to this Agreement, which consent shall not be unreasonably withheld, conditioned or delayed.

8.02. Binding Obligations. This Agreement constitutes a covenant that runs with the Property and is binding on future owners of the Property. The Owner and the City acknowledge and agree that this Agreement is binding upon and inure to the benefit of the parties, their successors, and assigns the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Article IX.

Default; Reservation of Rights; Attorney's Fees; Waiver

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

9.02. Legal or Equitable Remedies.

(a) In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement, except as provided in this Section 9.02(a). Owner agrees that notwithstanding the provision of Texas Local Government Code 212.172(j) or any other applicable law, Owner agrees that (i) their sole remedy under this Agreement shall be the equitable remedies of mandamus and specific performance; (ii) that in the event Owner is awarded any monetary damages or attorneys' fees related to the recovery of monetary damages against the City that the Owner shall not seek to enforce such award against the City; provided that if such monetary damages or attorneys' fees are

actually paid by the City, the Owner shall promptly pay to the City an amount equal to the monetary damages or attorneys' fees paid to it by the City, but in no event no later than thirty (30) days after its receipt of the payment of such damages; and (iii) that Owner acknowledges that, but for Owner's waiver of their rights to seek monetary damages herein, the City would not enter into this Agreement. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provisions. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. Notwithstanding any other term or provision of this Agreement, the City may terminate this Agreement if the Owner fails to cure a default within the period required by this Article.

(b) OWNER COVENANTS AND AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY THE SELLER, OR ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF RECOVERING MONETARY DAMAGES OR ATTORNEYS' FEES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THOSE MONETARY DAMAGES DESCRIBED IN SECTION 212.172, TEXAS LOCAL GOVERNMENT CODE, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. OWNER SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(c) IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITIES PROVIDED TO THE CITY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.

(d) No employee of the City, nor any council member or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. Any financial obligations of the City hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

(e) The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under §271.153 of

the Texas Local Government Code, to the extent damages may be recoverable under applicable law.

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

9.04. **Attorney's Fees.** A Party shall not be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the parties, in which a Party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

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

Article X. Force Majeure

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

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

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

settlement be unfavorable in the judgment of the Party having the difficulty.

Article XI Notices

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Owner shall be addressed:

LanZola Reserves LLC
Attn: Jose Angel Santos
11215 Conroy Ln, Unit 1
Manchaca, Texas 78652

With copy to:

Patrick W. Christensen, Attorney at Law
31 S. St. Mary's Street, Suite 2700
San Antonio, Texas 78205

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

Article XII. Waiver and Release

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

compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action against the City Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement.

**Article XIII.
Entire Agreement**

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

**Article XIV.
General Provisions**

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

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

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

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

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

14.06. Interpretation; Terms and Dates. References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

14.07. Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

14.08. Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile, and each such counterpart shall be deemed and original and all such counterparts shall be deemed one and the same instrument.

14.09. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Owner represents that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

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

14.11. Anti-Boycott Verification – Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the

company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

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

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

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

- Exhibit A** – Property Description
- Exhibit B** – Project
- Exhibit C** – Annexation Petition
- Exhibit D** – Services Agreement
- Exhibit E** – Wastewater Line Project Route

[signature pages follow]

EXECUTED this the ____ day of _____, 20__.

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

Attest:

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

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

APPROVED AS TO FORM:

Veronica Rivera, Assistant City Attorney

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20__, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

Lanzola Reserves, LLC,
a Limited Liability Company (Texas)

By: [Signature]
Name: Jose Angel Santos
Title: Manager

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 13th day of February, 2023, by JOSE Angel Santos, Manager of Lanzola Reserves, LLC, a Limited Liability Company on behalf of said Company (Texas)

(SEAL)



[Signature]
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

EXHIBIT A
PROPERTY DESCRIPTION

**JAMES E. GARON
& ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS
& CIVIL ENGINEERS

185 McAllister Road
Bastrop, Texas 78602
512-303-4185
Survey Firm #10058400
Engineering Firm #F-20368
jgaron@austin.rr.com

November 25, 2020

LEGAL DESCRIPTION: BEING A 137.022 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE GREENBERRY GATES SURVEY, ABSTRACT 315 IN TRAVIS COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 136 2/3 ACRE TRACT OF LAND CONVEYED TO JAMES A. SPARKS BY EXECUTOR'S DEED RECORDED IN VOLUME 13164, PAGE 146 REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 137.022 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN NOVEMBER, 2020:

BEGINNING at a fence corner post found in the southerly margin of Sparks Road for the northwest corner hereof and the northeast corner of that certain 10.13 acre tract of land conveyed to Elsa Sorenson and Alan Sorenson by deed recorded in Volume 11950, Page 120 of said real property records;

THENCE S 62°34'18" E a distance of 2331.36 feet along Sparks Road to a 1/2" iron rod found at fence corner for the northeast corner hereof and the northwest corner of that certain 11.056 acre tract of land conveyed to Charles D. Selman by instrument #2003278955 of said real property records;

THENCE S 27°09'54" W a distance of 1542.55 feet to a 1/2" iron rod found for angle point and S 25°53'40" W a distance of 84.89 feet to a 1/2" iron rod found for the southwest corner of said Selman 11.056 acre tract and the northwest corner of that certain 13.69 acre tract of land conveyed to Nicolas Carbajal and Mary Yolanda Carbajal by instrument #2012122081 of said real property records;

THENCE S 26°00'23" W a distance of 527.62 feet to a 1/2" iron rod found for angle point and S 26°11'52" W a distance of 394.09 feet to a 3" iron pipe found for the southeast corner hereof and the northeast corner of Lot 17, Block "A", Kimbro Creek Estates Section Two as recorded by plat in document #200200073 of said real property records;

THENCE N 62°25'24" W a distance of 741.41 feet to a 1/2" iron rod with cap stamped "Carson Bush" found for the common corner of Lots 17 & 18, Block "A", Kimbro Creek Estates Section Two and N 62°25'41" W a distance of 742.18 feet to a 1/2" iron rod found for the northwest corner of Lot 18 and the northeast corner of that certain 19.874 acre tract of land conveyed to Bulmero Almanza and Esperanza Alonso by instrument #2018172431 of said real property records;

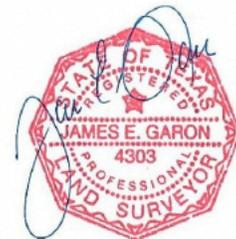
THENCE N 62°29'15" W a distance of 879.09 feet to a 5/8" iron rod found for the southwest corner hereof and the southeast corner of that certain 3.15 acre tract of land conveyed to Bulmero Almanza and Esperanza Alonso by instrument #2014036870 of said real property records;

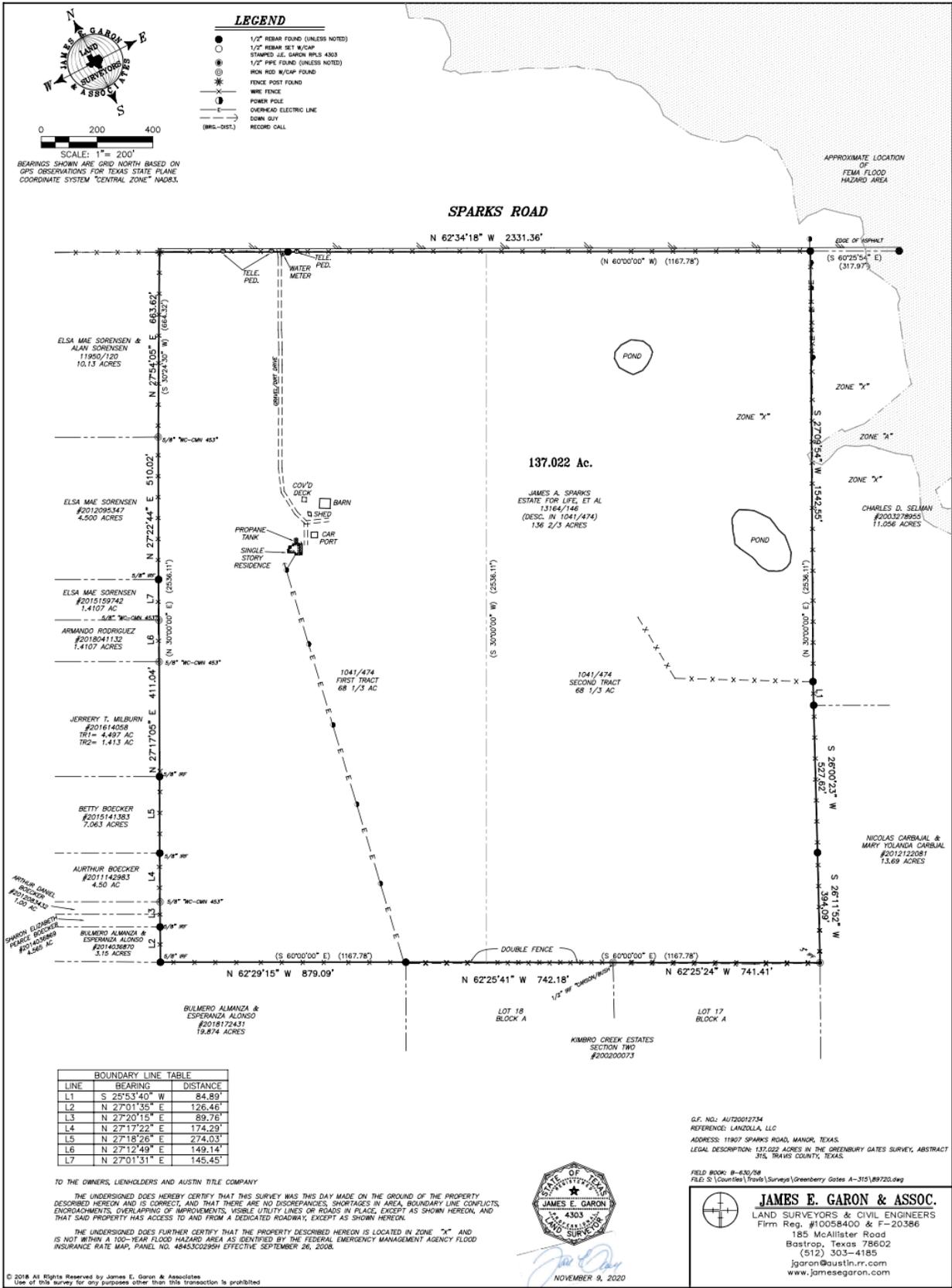
THENCE with the west line hereof the following nine (9) calls:

1. N 27°01'35" E a distance of 126.46 feet to a 5/8" iron rod found for the southeast corner of that certain 4.565 acre tract of land conveyed to Sharon Elizabeth Pearce Boecker by instrument #2014036869 of said real property records;
2. N 27°20'15" E a distance of 89.76 feet to a 5/8" iron rod with cap stamped "WC-CMN 4453" found for the southeast corner of that certain 4.50 acre tract of land conveyed to Arthur Daniel Boecker by instrument #201114983 of said real property records;
3. N 27°17'22" E a distance of 174.29 feet to a 5/8" iron rod found for the southeast corner of that certain 7.063 acre tract of land conveyed to Betty Boecker by instrument #2015141383 of said real property records;
4. N 27°18'26" E a distance of 274.03 feet to a 5/8" iron rod found for the southeast corner of that certain tract of land conveyed to J.T. Milburn by instrument #201614058 of said real property records;
5. N 27°17'05" E a distance of 411.04 feet to a 5/8" iron rod with cap stamped "WC-CMN 4453" found for the southeast corner of that certain 1.4107 acre tract of land conveyed to Armando Rodriguez by instrument #2018041132 of said real property records;
6. N 27°12'49" E a distance of 149.14 feet to a 5/8" iron rod with cap stamped "WC-CMN 4453" found for the southeast corner of that certain 1.4107 acre tract of land conveyed to Elsa Mae Sorensen by instrument #2015159742 of said real property records;
7. N 27°01'31" E a distance of 145.45 feet to a 5/8" iron rod found for the southeast corner of that certain 4.500 acre tract of land conveyed to Elsa Mae Sorensen by instrument #2012095347 of said real property records;
8. N 27°22'44" E a distance of 510.02 feet to a 5/8" iron rod with cap stamped "WC-CMN 4453" found for the southeast corner of said Sorensen 10.13 acre tract;
9. N 27°54'05" E a distance of 663.62 feet to the **POINT OF BEGINNING**, containing 137.022 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
co\Travis\surveys\Greenberry Gates
A315\76319





**EXHIBIT B
PROJECT**

**EXHIBIT C
ANNEXATION PETITION FORM**

ANNEXATION PETITION

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR FOR VOLUNTARY ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "Subject Property");

WHEREAS, the undersigned has sought the voluntary annexation of the Subject Property by the City of Manor, Texas (hereinafter sometimes referred to as "City"), to obtain the benefits of City services to the Subject Property by the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov't. Code* and the voluntary request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, the undersigned agrees and consents to the voluntary annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence voluntary annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, of all portions of the Subject Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land, located in Travis County, Texas, being _____ acres, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the Agreement Regarding Post-Annexation

Provision of Services for Property to be Annexed Into the City of Manor (the "Services Agreement").

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Services Agreement, attached hereto as Exhibit "B," (proposed to be applicable to and adopted for the subject property) and that such "draft" Services Agreement is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the voluntary annexation and preparation of a final Services Agreement and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Services Agreement.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 20___, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioner: _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of _____, and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 20___.

(SEAL)

Notary Public-State of Texas

EXHIBIT D
SERVICES AGREEMENT FORM

**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 _____, (“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, or by agreement entered into with the municipality whose ETJ the Subject Property is located in and in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service including Section 49 of the City’s subdivision ordinance. If connected to the City’s wastewater utility system, the Subject Property’s Landowner 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. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly

situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the Effective Date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property'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.

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.

[signature pages follow]

EXECUTED and AGREED to by the Parties this the ___ day of _____, 20__.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER(S):

By: _____
Name (print): _____
Title: _____
Date: _____

LANDOWNER(S):

By: _____
Name (print): _____
Title: _____
Date: _____

EXHIBIT E
WASTEWATER EXTENSION LINE PROJECT ROUTE



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution accepting a voluntary petition for annexation of 8.517 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

BACKGROUND/SUMMARY:

This property is in the Manor Commercial Park and the city is planning to provide wastewater to the area. The city has been meeting with property owners about annexing into the city limits to access this wastewater. This property had a well underway development plan with Travis County and wanted to complete the permitting of the new industrial project with the city as well as accessing the wastewater so has petitioned to be annexed.

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

- Resolution No. 2023-03
- Petition
- Post annexation provision of services agreement

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve a Resolution No. 2023-03 accepting a voluntary petition for annexation of 8.517 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**

RESOLUTION NO. 2023-03

A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 8.517 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

WHEREAS, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

WHEREAS, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

SECTION TWO: The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the draft agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Being 8.517 acres of land, more or less, situated in the A.C. Caldwell Survey, Abstract No. 154, Travis County, Texas; said tract being all of Lots 6 and 7, Block 5, Manor Commercial Park III, an addition to the City of Manor, Texas according to the plat recorded in Document No. 200500033 of the Official Public Records of Travis County, Texas; said tract also being all of the tract of land described in Special Warranty Deed to the Easy Jet Drive, LP, recorded in Document No. 2021214226 of the Official Public Records of Travis County, Texas; said 8.517 acre tract being more particularly described in Exhibit “A.”

A public hearing is set for the date of March 1, 2023. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit “A” shall control.

SECTION THREE: Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

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

PASSED AND APPROVED this the 15th day of February 2023.

ATTEST:

CITY OF MANOR, TEXAS:

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

Exhibit "A"
Subject Property Description
+/- 8.517 Acres

DESCRIPTION of a 8.517 acre tract of land situated in the A.C. Caldwell Survey, Abstract No. 154, Travis County, Texas; said tract being all of Lots 6 and 7, Block 5, Manor Commercial Park III, an addition to the City of Manor, Texas according to the plat recorded in Document No. 200500033 of Official Public Records of Travis County, Texas; said tract also being all of a tract of land described in Special Warranty Deed to the Easy Jet Drive, L.P, recorded in Document No. 2021214226 of the said Official Public Records; said 8.517 acre tract being more particularly described as follows:

BEGINNING, at a 1/2- inch iron rod with "CARDINAL SURVEY" cap found in the north right-of-way line of Easy Jet Street (80-foot right-of-way) and in the south corner of Lot 5 of said Manor Commercial Park III and the west corner of said Lot 6;

THENCE, North 27 degrees, 15 minutes, 32 seconds East, departing the said north line of Easy Jet Street and along the east line of said Lot 5 and the west line of said Lot 6, a distance of 478.82 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap found in the south line of a tract of land described in Special Warranty Deed to Minnie Mae Harbers Vrazel recorded in Document No. 2020146894 of the said Official Public Records; said point also being the east corner of said Lot 5 and the north corner of said Lot 6;

THENCE, South 63 degrees, 23 minutes, 50 seconds East, along the north line of said Lots 6 and 7 and the said south line of Minnie Mae Harbers Vrazel tract, a distance of 773.80 feet to a 5/8-inch iron pipe found; said point being the east corner of said Lot 7 and the north corner of a tract of land described in Special Warranty Deed to Juanita Nava recorded in Document No. 2020095917 of the said Official Public Records;

THENCE, South 27 degrees, 18 minutes, 30 seconds West, departing the said south line of Minnie Mae Harbers Vrazel tract and along the east line of said Lot 7 and the west line of said Juanita Nava tract, a distance of 325.01 feet to a 2-inch Brass Monument found; said point being the west corner of said Juanita Nava tract and the north corner of Lot 3, Kimbro Road Estates, an addition to the City of Manor, Texas according to the plat recorded in of recorded in Volume 79, Page 12 of the Map Records of Travis County, Texas;

THENCE, South 27 degrees, 14 minutes, 32 seconds West, along the east line of said Lot 7 and the west line of said Lot 3, Kimbro Road Estates a distance of 162.20 feet to a 1/2-inch iron rod found; said point being the south corner of said Lot 7 and the east corner of Lot 8 of said Manor Commercial Park III;

THENCE, North 62 degrees, 06 minutes, 28 seconds West, departing the said west line of Lot 3, Kimbro Road Estates, along the south line of said Lot 7 and the north line of said Lot 8, a distance of 410.08 feet to a MAG Nail found; in the northerly line of the cul-de-sac of said Easy Jet Street and also being the southwest corner of said Lot 7 and the north corner of said Lot 8 and said point being the beginning of a non-tangent curve to the left;

THENCE, along the said northerly line of said cul-de-sac of Easy Jet Street and the southerly line of said Lots 6 and 7, the following three (3) calls:

Along said curve, having a central angle of 88 degrees, 24 minutes, 04 seconds, a radius of 64.00 feet, a chord bearing and distance of North 61 degrees, 37 minutes, 34 seconds West, 89.24 feet, an arc distance of 98.75 feet to a 1/2- inch iron rod found at the end of said curve; said point being the beginning of a non-tangent curve to the right;

Along said curve having a central angle of 43 degrees, 05 minutes, 10 seconds, a radius of 25.00 feet, a chord bearing and distance of North 84 degrees, 17 minutes, 02 seconds West, 18.36 feet, an arc distance of 18.80 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap found at the end of said curve;

North 62 degrees, 44 minutes, 28 seconds West, a distance of 257.16 feet to the **POINT OF BEGINNING**;

CONTAINING: 371,031 square feet or 8.517 acres of land, more or less.

Exhibit "B"
Agreement Regarding Post-Annexation Provision of Services
For Property to be Annexed into the City of Manor

ANNEXATION PETITION

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR FOR VOLUNTARY ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the “Subject Property”);

WHEREAS, the undersigned has sought the voluntary annexation of the Subject Property by the City of Manor, Texas (hereinafter sometimes referred to as “City”), to obtain the benefits of City services to the Subject Property by the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code* and the voluntary request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, the undersigned agrees and consents to the voluntary annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence voluntary annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, of all portions of the Subject Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land, located in Travis County, Texas, being approximately 8.517 acres, more or less, and more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed Into the City of Manor (the “Services Agreement”).

SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Services Agreement, attached hereto as Exhibit “B,” (proposed to be applicable to and adopted for the subject property) and that such “draft” Services Agreement is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the voluntary annexation and preparation of a final Services Agreement and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Services Agreement.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

Signature Page Follows

FILED, this 1st day of Feb 2023, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioner:

Easy Jet Drive, LP
a Texas limited partnership

By: Easy Jet Drive-GP, LLC, a Texas limited liability company, its general partner

By: [Signature]
Name: Jeffrey Metzler
Title: Manager

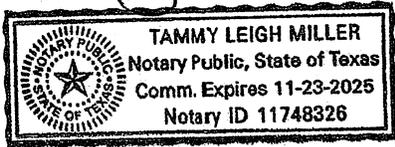
STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jeffrey Metzler, Manager of Easy Jet Drive-GP, LLC, a Texas limited liability company and the general partner of Easy Jet Drive, LP, a Texas limited partnership, and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of February, 2023.

(SEAL)

[Signature]
Notary Public-State of Texas



**EXHIBIT "A" TO ANNEXATION PETITION
PROPERTY DESCRIPTION**

DESCRIPTION of a 8.517 acre tract of land situated in the A.C. Caldwell Survey, Abstract No. 154, Travis County, Texas; said tract being all of Lots 6 and 7, Block 5, Manor Commercial Park III, an addition to the City of Manor, Texas according to the plat recorded in Document No. 200500033 of Official Public Records of Travis County, Texas; said tract also being all of a tract of land described in Special Warranty Deed to the Easy Jet Drive, LP, recorded in Document No. 2021214226 of the said Official Public Records; said 8.517 acre tract being more particularly described as follows:

BEGINNING, at a 1/2- inch iron rod with "CARDINAL SURVEY" cap found in the north right-of-way line of Easy Jet Street (80-foot right-of-way) and in the south corner of Lot 5 of said Manor Commercial Park III and the west corner of said Lot 6;

THENCE, North 27 degrees, 15 minutes, 32 seconds East, departing the said north line of Easy Jet Street and along the east line of said Lot 5 and the west line of said Lot 6, a distance of 478.82 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap found in the south line of a tract of land described in Special Warranty Deed to Minnie Mae Harbers Vrazel recorded in Document No. 2020146894 of the said Official Public Records; said point also being the east corner of said Lot 5 and the north corner of said Lot 6;

THENCE, South 63 degrees, 23 minutes, 50 seconds East, along the north line of said Lots 6 and 7 and the said south line of Minnie Mae Harbers Vrazel tract, a distance of 773.80 feet to a 5/8-inch iron pipe found; said point being the east corner of said Lot 7 and the north corner of a tract of land described in Special Warranty Deed to Juanita Nava recorded in Document No. 2020095917 of the said Official Public Records;

THENCE, South 27 degrees, 18 minutes, 30 seconds West, departing the said south line of Minnie Mae Harbers Vrazel tract and along the east line of said Lot 7 and the west line of said Juanita Nava tract, a distance of 325.01 feet to a 2-inch Brass Monument found; said point being the west corner of said Juanita Nava tract and the north corner of Lot 3, Kimbro Road Estates, an addition to the City of Manor, Texas according to the plat recorded in of recorded in Volume 79, Page 12 of the Map Records of Travis County, Texas;

THENCE, South 27 degrees, 14 minutes, 32 seconds West, along the east line of said Lot 7 and the west line of said Lot 3, Kimbro Road Estates a distance of 162.20 feet to a 1/2-inch iron rod found; said point being the south corner of said Lot 7 and the east corner of Lot 8 of said Manor Commercial Park III;

THENCE, North 62 degrees, 06 minutes, 28 seconds West, departing the said west line of Lot 3, Kimbro Road Estates, along the south line of said Lot 7 and the north line of said Lot 8, a distance of 410.08 feet to a MAG Nail found; in the northerly line of the cul-de-sac of said Easy Jet Street and also being the southwest corner of said Lot 7 and the north corner of said Lot 8 and said point being the beginning of a non-tangent curve to the left;

THENCE, along the said northerly line of said cul-de-sac of Easy Jet Street and the southerly line of said Lots 6 and 7, the following three (3) calls:

Along said curve, having a central angle of 88 degrees, 24 minutes, 04 seconds, a radius of 64.00 feet, a chord bearing and distance of North 61 degrees, 37 minutes, 34 seconds West, 89.24 feet, an arc distance of 98.75 feet to a 1/2- inch iron rod found at the end of said curve; said point being the beginning of a non-tangent curve to the right;

Along said curve having a central angle of 43 degrees, 05 minutes, 10 seconds, a radius of 25.00 feet, a chord bearing and distance of North 84 degrees, 17 minutes, 02 seconds West, 18.36 feet, an arc distance of 18.80 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap found at the end of said curve;

North 62 degrees, 44 minutes, 28 seconds West, a distance of 257.16 feet to the **POINT OF BEGINNING**;

CONTAINING: 371,031 square feet or 8.517 acres of land, more or less.

**EXHIBIT "B" TO ANNEXATION PETITION
DRAFT SERVICE AGREEMENT
[FOLLOWS THIS PAGE]**

**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 Easy Jet Drive, LP, a Texas limited partnership (“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 _____, 20__.

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 of _____, 20__.

ATTEST:

THE CITY OF MANOR, TEXAS

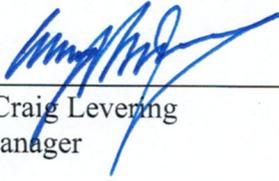
Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER:

Easy Jet Drive, LP, a Texas limited partnership

By: Easy Jet Drive-GP, LLC, a Texas limited liability company, its general partner

By: 
Name: Craig Levering
Title: Manager

Date: 2/7/2023

Exhibit A

Subject Property Description

DESCRIPTION of a 8.517 acre tract of land situated in the A.C. Caldwell Survey, Abstract No. 154, Travis County, Texas; said tract being all of Lots 6 and 7, Block 5, Manor Commercial Park III, an addition to the City of Manor, Texas according to the plat recorded in Document No. 200500033 of Official Public Records of Travis County, Texas; said tract also being all of a tract of land described in Special Warranty Deed to the Easy Jet Drive, LP, recorded in Document No. 2021214226 of the said Official Public Records; said 8.517 acre tract being more particularly described as follows:

BEGINNING, at a 1/2- inch iron rod with “CARDINAL SURVEY” cap found in the north right-of-way line of Easy Jet Street (80-foot right-of-way) and in the south corner of Lot 5 of said Manor Commercial Park III and the west corner of said Lot 6;

THENCE, North 27 degrees, 15 minutes, 32 seconds East, departing the said north line of Easy Jet Street and along the east line of said Lot 5 and the west line of said Lot 6, a distance of 478.82 feet to a 5/8- inch iron rod with “PACHECO KOCH” cap found in the south line of a tract of land described in Special Warranty Deed to Minnie Mae Harbers Vrazel recorded in Document No. 2020146894 of the said Official Public Records; said point also being the east corner of said Lot 5 and the north corner of said Lot 6;

THENCE, South 63 degrees, 23 minutes, 50 seconds East, along the north line of said Lots 6 and 7 and the said south line of Minnie Mae Harbers Vrazel tract, a distance of 773.80 feet to a 5/8-inch iron pipe found; said point being the east corner of said Lot 7 and the north corner of a tract of land described in Special Warranty Deed to Juanita Nava recorded in Document No. 2020095917 of the said Official Public Records;

THENCE, South 27 degrees, 18 minutes, 30 seconds West, departing the said south line of Minnie Mae Harbers Vrazel tract and along the east line of said Lot 7 and the west line of said Juanita Nava tract, a distance of 325.01 feet to a 2-inch Brass Monument found; said point being the west corner of said Juanita Nava tract and the north corner of Lot 3, Kimbro Road Estates, an addition to the City of Manor, Texas according to the plat recorded in of recorded in Volume 79, Page 12 of the Map Records of Travis County, Texas;

THENCE, South 27 degrees, 14 minutes, 32 seconds West, along the east line of said Lot 7 and the west line of said Lot 3, Kimbro Road Estates a distance of 162.20 feet to a 1/2-inch iron rod found; said point being the south corner of said Lot 7 and the east corner of Lot 8 of said Manor Commercial Park III;

THENCE, North 62 degrees, 06 minutes, 28 seconds West, departing the said west line of Lot 3, Kimbro Road Estates, along the south line of said Lot 7 and the north line of said Lot 8, a distance of 410.08 feet to a MAG Nail found; in the northerly line of the cul-de-sac of said Easy Jet Street and also being the southwest corner of said Lot 7 and the north corner of said Lot 8 and said point being the beginning of a non-tangent curve to the left;

THENCE, along the said northerly line of said cul-de-sac of Easy Jet Street and the southerly line of said Lots 6 and 7, the following three (3) calls:

Along said curve, having a central angle of 88 degrees, 24 minutes, 04 seconds, a radius of 64.00 feet, a chord bearing and distance of North 61 degrees, 37 minutes, 34 seconds West, 89.24 feet, an arc distance of 98.75 feet to a 1/2- inch iron rod found at the end of said curve; said point being the beginning of a non-tangent curve to the right;

Along said curve having a central angle of 43 degrees, 05 minutes, 10 seconds, a radius of 25.00 feet, a chord bearing and distance of North 84 degrees, 17 minutes, 02 seconds West, 18.36 feet, an arc distance of 18.80 feet to a 5/8- inch iron rod with “PACHECO KOCH” cap found at the end of said curve;

North 62 degrees, 44 minutes, 28 seconds West, a distance of 257.16 feet to the **POINT OF BEGINNING**;

CONTAINING: 371,031 square feet or 8.517 acres of land, more or less.

Exhibit B
Wastewater Line Project



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution accepting a voluntary petition for annexation of 5.470 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

BACKGROUND/SUMMARY:

This property is in the Manor Commercial Park and the city is planning to provide wastewater to the area. The city has been meeting with property owners about annexing into the city limits to access this wastewater. This property had a well underway development plan with Travis County and wanted to complete the permitting of the new industrial project with the city as well as accessing the wastewater so has petitioned to be annexed.

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

- Resolution No. 2023-04
- Petition
- Post annexation provision of services agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve Resolution No. 2023-04 accepting a voluntary petition for annexation of 8.517 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**

RESOLUTION NO. 2023-04

A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 5.470 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

WHEREAS, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

WHEREAS, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

SECTION TWO: The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the draft agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Being a 5.470 acre tract of land, more or less, situated in the A.C. Caldwell Survey,

Abstract No. 154, Travis County, Texas, said tract being all of Lots 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 the Official Public Records of Travis County, Texas, said tract also being all of a 3.550 acre tract of land described in a deed recorded in Document No. 2021214229 of the Official Public Records of Travis County, Texas; said 5.470 acre tract being more particularly described in Exhibit “A.”

A public hearing is set for the date of March 1, 2023. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit “A” shall control.

SECTION THREE: Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

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

PASSED AND APPROVED this the 15th day of February 2023.

ATTEST:

CITY OF MANOR, TEXAS:

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

Exhibit "A"
Subject Property Description
+/- 5.470 Acres

DESCRIPTION OF A 5.470 ACRE TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, SAID TRACT BEING ALL OF LOTS 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 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT ALSO BEING ALL OF A 3.550 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2021214229 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 5.470 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 3.550 ACRE TRACT AND THE SOUTHEAST 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 27 DEGREES, 16 MINUTES, 24 SECONDS WEST, ALONG THE EAST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 366.20 FEET TO THE SOUTHEAST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 62 DEGREES, 47 MINUTES, 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 421.37 FEET TO THE SOUTHWEST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 27 DEGREES, 53 MINUTES, 25 SECONDS EAST, ALONG THE WEST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 425.61 FEET PASSING A TERMINUS POINT OF SAID EASY JET STREET AND CONTINUING IN ALL A TOTAL DISTANCE OF 469.88 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND; SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT AND BEING ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET;

THENCE, ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET AND THE WESTERLY LINE OF SAID LOT 8 THE FOLLOWING TWO (2) CALLS:

ALONG SAID CURVE BEING THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET, HAVING A CENTRAL ANGLE OF 43 DEGREES, 05 MINUTES, 10 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES, 25 MINUTES, 59 SECONDS EAST, 18.36 FEET, AN ARC DISTANCE OF 18.80 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND AT THE END OF SAID CURVE; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 13 DEGREES, 38 MINUTES, 53 SECONDS, A RADIUS OF 64.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES, 56 MINUTES, 49 SECONDS WEST, 15.21 FEET, AN ARC DISTANCE OF 15.25 FEET TO THE END OF SAID CURVE, AND THE NORTHWEST CORNER OF SAID LOT 8;

THENCE, SOUTH 62 DEGREES, 06 MINUTES, 28 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 410.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 27 DEGREES, 14 MINUTES, 32 SECONDS WEST, A DISTANCE OF 205.01 FEET, ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING; CONTAINING: 238,276 SQUARE FEET OR 5.470 ACRES OF LAND, MORE OR LESS.

Exhibit "B"
Agreement Regarding Post-Annexation Provision of Services
For Property to be Annexed into the City of Manor

ANNEXATION PETITION

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR FOR VOLUNTARY ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "Subject Property");

WHEREAS, the undersigned has sought the voluntary annexation of the Subject Property by the City of Manor, Texas (hereinafter sometimes referred to as "City"), to obtain the benefits of City services to the Subject Property by the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov't. Code* and the voluntary request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, the undersigned agrees and consents to the voluntary annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence voluntary annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, of all portions of the Subject Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land, located in Travis County, Texas, being approximately 5.470 acres, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed Into the City of Manor (the "Services Agreement").

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Services Agreement, attached hereto as Exhibit "B," (proposed to be applicable to and adopted for the subject property) and that such "draft" Services Agreement is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the voluntary annexation and preparation of a final Services Agreement and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Services Agreement.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

Signature Page Follows

FILED, this 1st day of Feb 2023, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioner:

Maddtex Drive, LP
a Texas limited partnership

By: Maddtex Drive-GP, LLC, a Texas limited liability company, its general partner

By: [Signature]
Name: Jeffrey Metzler
Title: Manager

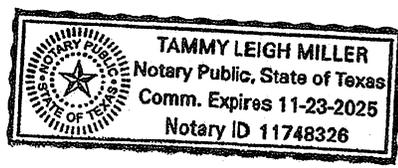
STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jeffrey Metzler, Manager of Maddtex Drive GP, LLC, a Texas limited liability company and the general partner of Maddtex Drive, LP, a Texas limited partnership, and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of February, 2023.

(SEAL)

[Signature]
Notary Public-State of Texas



**EXHIBIT "A" TO ANNEXATION PETITION
PROPERTY DESCRIPTION**

DESCRIPTION OF A 5.470 ACRE TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, SAID TRACT BEING ALL OF LOTS 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 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT ALSO BEING ALL OF A 3.550 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2021214229 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 5.470 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 3.550 ACRE TRACT AND THE SOUTHEAST 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 27 DEGREES, 16 MINUTES, 24 SECONDS WEST, ALONG THE EAST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 366.20 FEET TO THE SOUTHEAST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 62 DEGREES, 47 MINUTES, 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 421.37 FEET TO THE SOUTHWEST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 27 DEGREES, 53 MINUTES, 25 SECONDS EAST, ALONG THE WEST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 425.61 FEET PASSING A TERMINUS POINT OF SAID EASY JET STREET AND CONTINUING IN ALL A TOTAL DISTANCE OF 469.88 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND; SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT AND BEING ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET;

THENCE, ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET AND THE WESTERLY LINE OF SAID LOT 8 THE FOLLOWING TWO (2) CALLS:

ALONG SAID CURVE BEING THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET, HAVING A CENTRAL ANGLE OF 43 DEGREES, 05 MINUTES, 10 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES, 25 MINUTES, 59 SECONDS EAST, 18.36 FEET, AN ARC DISTANCE OF 18.80 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND AT THE END OF SAID CURVE; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 13 DEGREES, 38 MINUTES, 53 SECONDS, A RADIUS OF 64.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES, 56 MINUTES, 49 SECONDS WEST, 15.21 FEET, AN ARC DISTANCE OF 15.25 FEET TO THE END OF SAID CURVE, AND THE NORTHWEST CORNER OF SAID LOT 8;

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THENCE SOUTH 27 DEGREES, 14 MINUTES, 32 SECONDS WEST, A DISTANCE OF 205.01 FEET, ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING; CONTAINING: 238,276 SQUARE FEET OR 5.470 ACRES OF LAND, MORE OR LESS.

**EXHIBIT "B" TO ANNEXATION PETITION
DRAFT SERVICE AGREEMENT
[FOLLOWS THIS PAGE]**

**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 Maddtex Drive, LP, a Texas limited partnership (“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 _____, 20__.

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 of _____, 20__.

ATTEST:

THE CITY OF MANOR, TEXAS

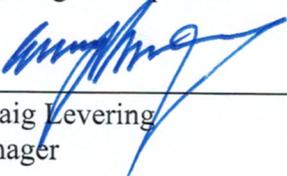
Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER:

Maddtex Drive, LP, a Texas limited partnership

By: Maddtex Drive-GP, LLC, a Texas limited liability company, its general partner

By: 
Name: Craig Levering
Title: Manager

Date: 2/7/2023

Exhibit A

Subject Property Description

DESCRIPTION OF A 5.470 ACRE TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, SAID TRACT BEING ALL OF LOTS 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 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT ALSO BEING ALL OF A 3.550 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2021214229 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 5.470 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 3.550 ACRE TRACT AND THE SOUTHEAST 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,

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ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 13 DEGREES, 38 MINUTES, 53 SECONDS, A RADIUS OF 64.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES, 56 MINUTES, 49 SECONDS WEST, 15.21 FEET, AN ARC DISTANCE OF 15.25 FEET TO THE END OF SAID CURVE, AND THE NORTHWEST CORNER OF SAID LOT 8;

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Exhibit B
Wastewater Line Project



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Lydia Collins, Director
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution regarding a contract for the purpose of financing public works equipment.

BACKGROUND/SUMMARY:

The Public Works Department has operated their routine sewer maintenance procedures with equipment for the community when the population was under 5,000. With the current population over 18,868, the need to maintain the existing infrastructure has increased the department’s routine maintenance schedule and have encountered situations where hydro-excavation contractors were hired to complete those tasks. Securing a combination vacuum and hydro excavation unit will improve the department’s work efficiencies and develop a routine schedule where the sewer mains and storm drains are properly cleaned and cleared of debris after major storm events. The combination unit would be a great addition to the city’s fleet and position the Public Works Department to perform the routine task more efficiently and safely.

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

- City Attorney’s Certified Letter
- Resolution No. 2023-05
- Exhibit A – Purchase Agreement and Finance Act Contract Addendum
- Quote

STAFF RECOMMENDATION:

It is city staff’s recommendation that the City Council accept and approve Resolution No. 2023-05 regarding a contract for the purpose of financing public works equipment.

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

The Knight Law Firm, LLP
Attorneys at Law

Executive Office Terrace Suites
223 West Anderson Lane Suite A-105
Austin, Texas 78752
Tel: 512.323.5778
Fax: 512.323.5773

February 15, 2023

www.cityattorneytexas.com
attorneys@cityattorneytexas.com

Government Capital Corporation
Attention: Documentation Department
345 Miron Drive
Southlake, TX 76092

RE: City of Manor, Texas – Public Property Finance Act Contract No. TBD

To Whom It May Concern:

I have acted as Counsel for the City of Manor with respect to that certain Public Property Finance Act Contract No. TBD (the “Contract”) between Government Capital Corporation and the City of Manor. I have reviewed the Contract and such other documents, records and certificates of the City of Manor and appropriate public officials as I have deemed relevant and, based on the information provided to my office by the City of Manor in support hereof and representations made to me by officers of the City of Manor, am of the opinion that:

1. The City of Manor is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the City of Manor of the Contract have been duly authorized by all necessary actions on the part of the City of Manor; and
3. The Purchase Contract and Finance Contract as amended and modified constitutes a legal, valid and binding obligation of the City of Manor that is enforceable in accordance with its terms.

The above opinions may be relied upon by the parties hereto, or their Assigns.

Respectfully,

cc: Lluvia Almaraz, City Secretary

RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY OF MANOR, TEXAS, FOR THE PURCHASE AND FINANCING OF PUBLIC WORKS EQUIPMENT

WHEREAS, the Public Works Department requires a hydro-excavation unit to maintain the sewer and mains and storms drains properly; and

WHEREAS, the procurement of a hydro-excavation unit is more cost effective than hiring contractors to perform the same work; and

WHEREAS, to purchase the aforementioned hydro-excavation unit, the City desires to enter into that certain Finance Contract and Purchase Agreement attached hereto as **Exhibit A**.

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

SECTION 1. The facts recitals contained in the preamble of this Resolution are hereby found and declared true and correct.

SECTION 2. The City of Manor, Texas and Government Capital Corporation will enter into that certain Finance Contract attached in **Exhibit A** to effectuate the purchase of the equipment detailed in the Purchase Agreement also attached in **Exhibit A**.

SECTION 3. The Finance Contract and Purchase Agreement have been reviewed by the City Council of the City of Manor, Texas, and have found the terms and conditions therein to be acceptable.

SECTION 4. This Resolution will become effective from and after its passage.

PASSED AND APPROVED this ____ day of _____, 20__.

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia Almaraz, TRMC
City Secretary

Approved as to form and legality:

Paige Saenz, City Attorney

STATE OF TEXAS)
)
CITY OF MANOR) **PURCHASE AGREEMENT**

THIS PURCHASE AND FINANCE AGREEMENT (the, "Agreement") entered into this ____ day of _____, 20____, by and between **THE CITY OF MANOR, TEXAS**, a Texas municipal corporation (the, "City"), and **HEIL OF TEXAS**, a Texas corporation (the, "Vendor").

WITNESSETH:

WHEREAS, the City desires to purchase the equipment described in further detail on the quote attached hereto as **EXHIBIT A** and incorporated herein (the, "Quote"); and

WHEREAS, the following terms and conditions are required to enter into a binding contract with the City.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the City and the Vendor agree to the following:

1. Recitals. The foregoing Recitals are true, accurate, and are hereby made part of this Agreement.
2. Purchase terms. Vendor shall provide the equipment described on the Quote on a delivery date of the ____ day of _____, 2023 to the following location: _____.
3. Maintenance and training services. In the event that maintenance of the equipment or training on the equipment is being provided by the Vendor, Vendor shall undertake and complete these services in accordance with the terms of this Agreement.
4. Term. This Agreement shall be for a term (the, "Term") beginning on the Effective Date, entered below, and ending on the date the equipment described in the Quote are delivered and accepted by the City and any maintenance, warranty, or training services are complete and the Compensation, defined hereinbelow, has been fully paid, unless otherwise terminated by the City or Vendor.
5. Compensation. In consideration for the goods described on the Quote, the City agrees to pay to the Vendor a total of Four Hundred Fifty Five Thousand Twenty One Dollars and 87 Cents (\$455,021.87).
6. Acceptance of goods. The City shall examine the equipment described in the Quote upon receipt and shall accept or reject any goods which are damaged or otherwise insufficient. The City shall not pay for damaged or insufficient goods.
7. Warranty. Vendor warrants that the equipment described in the Quote are in good working order and are suitable for the purposes for which they are intended.
8. Termination.
 - a. Termination for Cause. This Agreement may be terminated by the City prior to its expiration if Vendor, for any reason, fails, refuses or is unable to provide the Goods in accordance with the terms of this Agreement following reasonable notice from the City and a ten-day opportunity to cure, including, but not limited to failure to perform any maintenance or training Services in a timely, safe, and effective manner.
 - b. Termination for Breach. This Agreement may be terminated by either party (the (Terminating Party)) prior to its expiration if the other party (the "Breaching Party") breaches any provision of this Agreement. In that case, the Terminating Party may pursue all remedies available at law and in equity and may seek and obtain injunctive relief against the breach or threatened breach of the Breaching Party's obligations under this Agreement.

- c. Upon termination of this Agreement for any reason, the City shall pay to Vendor pro rata compensation accrued, due and payable for any Goods received during periods prior to the effective date of such termination
- 9. Insurance. Vendor shall procure, at its own expense, general liability insurance with a minimum suitable for the terms of this Agreement and additional coverage sufficient to cover any liability of vendor which may arise under this Agreement as determined by the City. Vendor shall provide a certificate of insurance evidencing such coverage upon demand by the City.
- 10. INDEMNIFICATION. VENDOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF THE PERFORMANCE OF VENDOR'S OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY.
- 11. Non-Discrimination. Vendor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.
- 12. No Third Party Benefit. The Parties are independent contractors. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.
- 13. Governing Law. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Travis County, Texas.
- 14. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code, or ordinances of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.
- 15. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

To the City:

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

With a copy to:

The Knight Law Firm
Attn: Paige Saenz
223 E. Anderson Ln.

To Vendor:

Austin, TX 78752

16. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
17. Amendment. This Agreement may not be amended, except by agreement in writing signed by both parties.
18. Compliance with Laws. Vendor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.
19. Statutory Verification.
 - a. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Vendor represents that neither Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
 - b. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Vendor represents that Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
 - c. Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
 - d. Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate

an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- e. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Vendor hereunder, Vendor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date recited above:

THE CITY OF MANOR TEXAS

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

HEIL OF TEXAS

BY: _____

NAME: _____

TITLE: _____

STATE OF TEXAS)
)
 CITY OF MANOR) **ADDENDUM TO PUBLIC PROPERTY
 FINANCE ACT CONTRACT**

THIS ADDENDUM TO PUBLIC PROPERTY FINANCE ACT CONTRACT entered into this ____ day of _____, 2023, by and between the City of Manor, Texas, a Texas municipal corporation (the, “City”), and Government Capital Corporation (“GCC”).

WHEREAS, the City and GCC desire to enter int a public property finance act contract of even date herewith (the, “Finance Contract”); and

WHEREAS, certain terms are required by statute to be made a part of municipal agreement that are related herein.

TERMS TO BE INCORPORATED IN THE FINANCE CONTRACT

- 1 To the extent the Finance Contract constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, GCC represents that GCC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of GCC is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- 2 GCC hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Finance Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- 3 GCC hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling

of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4 Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to GCC hereunder, GCC shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

THE CITY OF MANOR TEXAS

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

GOVERNMENT CAPITAL CORPORATION

BY: _____

NAME: _____

TITLE: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 15, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve Ordinance No. 691 regarding proposed amendments and implementation of the City Council Rules of Procedures.

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