



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, March 01, 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

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

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

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

REPORTS

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

- A. TML Health Benefits Pool Update**
Submitted by: Tracey Vasquez, HR Manager

PUBLIC HEARINGS

- 1. Conduct a public hearing on an ordinance annexing 8.517 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.**
Submitted by: Scott Dunlop, Development Services Director

- 2.** Conduct a public hearing on an ordinance annexing 5.470 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.
Submitted by: Scott Dunlop, Development Services Director
- 3.** Conduct a public hearing on an ordinance annexing 22.78 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way in the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.
Submitted by: Scott Dunlop, Development Services Director
- 4.** Conduct a public hearing on the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects recommended by the Advisory Committee.
Submitted by: Pauline M. Gray, P.E., City Engineer
- 5.** Conduct a public hearing on a proposal to increase total water/wastewater revenues from residential and commercial customers of the City of Manor, Texas.
Submitted by: Lydia Collins, Finance Director

CONSENT AGENDA

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

- 6.** Consideration, discussion, and possible action to approve the City Council Minutes.
Submitted by: Lluvia T. Almaraz, City Secretary
 - February 15, 2023, City Council Workshop Sessions; and
 - February 15, 2023, City Council Regular Meeting
- 7.** **Second and Final 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
- 8.** **Second and Final 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

REGULAR AGENDA

- 9.** Consideration, discussion, and possible action on a Stormwater Drainage Fee Program.
Submitted by: Scott Dunlop, Development Services Director
- 10.** **First Reading:** Consideration, discussion, and possible action on an ordinance annexing 8.517 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.
Submitted by: Scott Dunlop, Development Services Director
- 11.** **First Reading:** Consideration, discussion, and possible action on an ordinance annexing 5.470 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.
Submitted by: Scott Dunlop, Development Services Director
- 12.** **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).
Submitted by: Scott Dunlop, Development Services Director
- 13.** Consideration, discussion, and possible action on the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects as recommended by the Advisory Committee.
Submitted by: Pauline M. Gray, P.E., City Engineer
- 14.** Consideration, discussion, and possible action on a resolution regarding a contract for the purpose of financing city vehicles and equipment.
Submitted by: Lydia Collins, Director of Finance
- 15.** Consideration, discussion, and possible action on selecting an appraiser for the Manor Heights Public Improvement District (PID) Improvement Area No. 3.
Submitted by: Scott Moore, City Manager
- 16.** Consideration, discussion, and possible action on the Decertification and Compensation Agreement with WH200, LP and Heart of Manor, LP for the Wildhorse Project.
Submitted by: Scott Dunlop, Development Services Director
- 17.** Consideration, discussion, and possible action on the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Wildhorse Project with WH200, LP and Heart of Manor, LP.
Submitted by: Scott Dunlop, Development Services Director

EXECUTIVE SESSION

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

- *Section 551.074 Personnel Matters to discuss duties of the City Manager*
- *Section 551.074 Personnel Matters to deliberate the appointment of the Associate Municipal Court Judge;*
- *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, Wastewater CCN, and Extraterritorial Jurisdiction Transfer;*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Manor Apartments; and*
- *Sections 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Lagos PID*

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 the creation of a public facilities corporation.**
Submitted by: Scott Moore, City Manager
- 19. Consideration, discussion, and possible action on the Engagement Agreement with Bickerstaff Heath Delgado Acosta LLP.**
Submitted by: Scott Moore, City Manager
- 20. Consideration, discussion, and possible action on a Judicial Services Agreement for the position of Associate Judge for the Manor Municipal Court.**
Submitted by: Tracey Vasquez, HR 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 24, 2023, by 7:00 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



MEMO

To: Mayor and City Council Members
From: Tracey Vasquez, Human Resources Manager
Date: March 1, 2023
RE: TML Health Benefits

TML Health Benefits Employer Group election change to the Benefit waiting Period.

Effective May 1, 2023, TML Multistate Intergovernmental Employee Benefits Pool d/b/a TML Health Benefits Pool (TML Health) will begin charging a contribution payment for the first month in which a new hire enrolls in coverage, even if the employee enrolls mid-month. Historically, TML Health has waived contributions for the first partial month of coverage when a new hire's benefits start in the middle of the month. However, with increasing pharmacy and claims costs, it is no longer financially sustainable to waive these contributions. As it is not possible to prorate monthly contributions, the full contribution amount will be required for this first month, even if it is a partial month of effective coverage.

Previously, with TML Health, employees would receive full benefits on day 31 of employment, adhering to the Affordable Care Act that mandates a Benefit Waiting Period not to exceed ninety (90) total calendar days.

Attachments:
TML Health Benefit Waiting Period Change Form



Benefit Waiting Period Change Form

City of Manor

Group Name

We hereby instruct TML Health to implement a change to its Benefit Waiting Period ("BWP") for new hires as indicated below (**check only one option**):

- Please implement a BWP of so benefits become effective on the first day of the month following a new employee's start date.
- Please implement a BWP of so benefits become effective on the first day of the month following 30 days after a new employee's start date.
- Please implement a BWP of so benefits become effective on the first day of the month following 60 days after a new employee's start date.

Authorized signature:



By: Tracey Vasquez

Name: Scott Moore

Title: City Manager

Date: 02/17/2023



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance annexing 8.517 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

BACKGROUND/SUMMARY:

This property, along with the adjacent Maddtex property, are within the Manor Commercial Park. The property owner is voluntarily annexing to obtain sewer service from the city. They are constructing two buildings that are approximately 73,000 sf and 53,000 sf for use as an electric facility.

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

- Annexation Ordinance
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

Staff recommends the City Council conduct a public hearing on an ordinance annexing 8.517 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 8.517 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

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

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

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

Being 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."

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

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

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

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

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

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

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

PASSED AND APPROVED FIRST READING on this the 1st day of March 2023.

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

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

DRAFT

Exhibit "A"
Subject Property Description
+/- 8.517 Acres

DRAFT

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

DRAFT

Exhibit “B”

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, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City’s wastewater utility system, the Subject Property’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 A
Subject Property Description



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance annexing 5.470 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

BACKGROUND/SUMMARY:

This property, along with the adjacent Easy Jet property, are within the Manor Commercial Park. The property owner is voluntarily annexing to obtain sewer service from the city. They are constructing two buildings that are approximately 73,000 sf and 53,000 sf for use as an electric facility.

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

- Annexation Ordinance
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

Staff recommends the City Council conduct a public hearing on an ordinance annexing 5.470 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 5.470 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

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

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

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

Being 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.”

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

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

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

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

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

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

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

PASSED AND APPROVED FIRST READING on this the 1st day of March 2023.

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

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

DRAFT

Exhibit "A"
Subject Property Description
+/- 5.470 Acres

DRAFT

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

DRAFT

Exhibit “B”

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, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City’s wastewater utility system, the Subject Property’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 A
Subject Property Description



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

This property is located at 14807 E US Hwy 290 and is where Krantz Select Woods is currently located. The city had previously submitted an involuntary annexation for this property in 2017 but the City Council removed it at the request of the property owner. The city has recently completed a wastewater line across the front of the property and as part of the easement acquisition some LUEs were provided to the property so long as they annex. The owner has put the property on the market and is voluntarily requesting annexation so a future buyer and/or developer can access the wastewater system.

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

- Annexation Ordinance
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 22.78 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

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

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

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

Being 22.78 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, and being that 22.78 acre tract described in a deed to Krantz Properties, LLC, as recorded in Document No. 2008155343, of the Real Property Records of Travis County, Texas, said 22.78 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

PASSED AND APPROVED FIRST READING on this the 1st day of March 2023.

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

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

DRAFT

Exhibit "A"
Subject Property Description
+/- 22.78 Acres

DRAFT

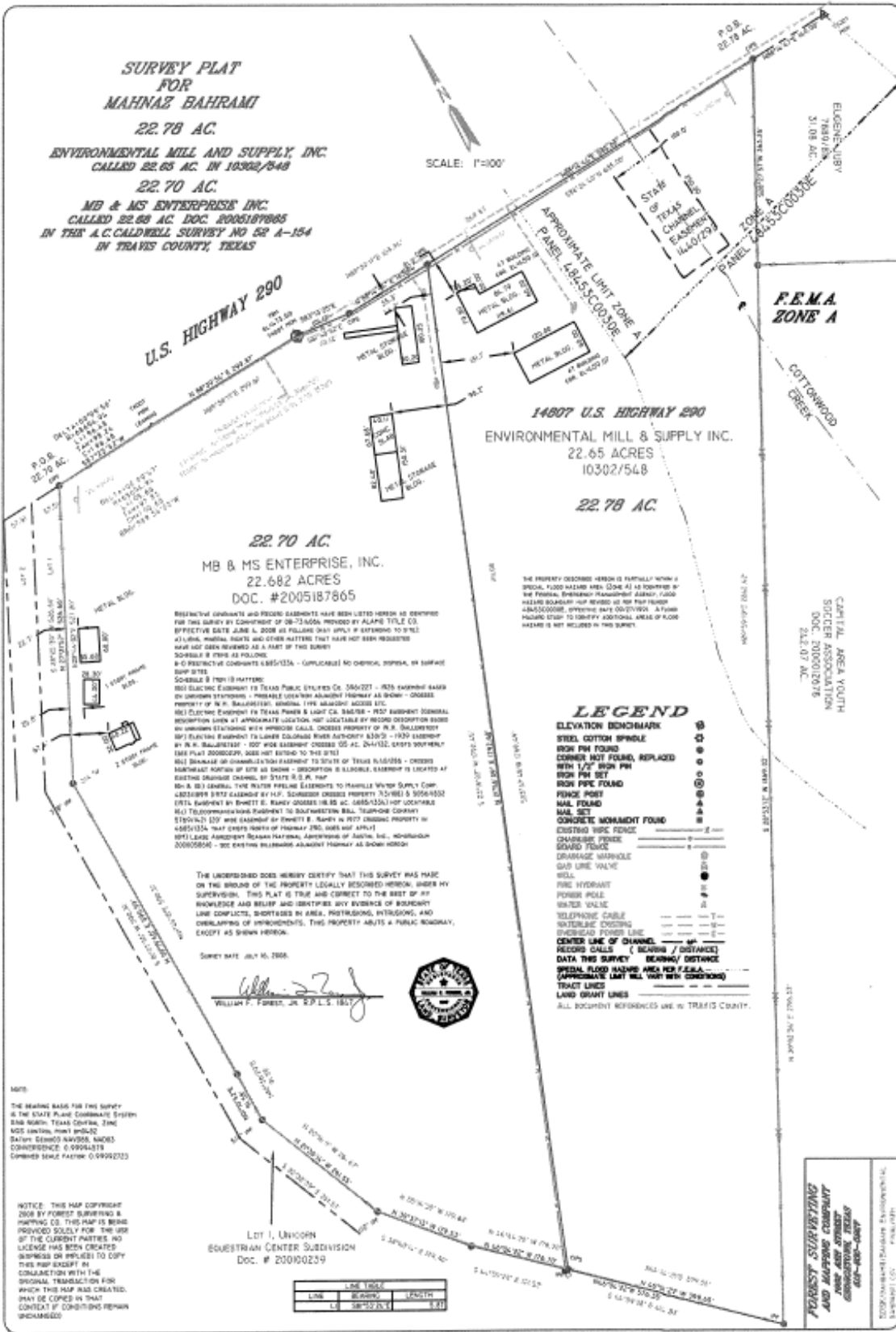


Exhibit "B"
AGREEMENT REGARDING POST-ANNEXATION
PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

DRAFT

Exhibit “B”

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 Krantz Properties, LLC, a Texas limited liability company (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

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

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

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

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

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

A. Water service and maintenance of water facilities as follows:

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line

extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

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

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

C. Maintenance of streets and rights-of-way as appropriate as follows:

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

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

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

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

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

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the

Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[signature pages follow]

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: _____

Subject Property Description

Exhibit "A"

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 1/8 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. 7889/811). 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 1/8 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 Word: BAHRAMIDS.DOC


W.M.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



EXHIBIT "A-1"



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Pauline M. Gray, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects recommended by the Advisory Committee.

BACKGROUND/SUMMARY:

Periodically, updates to the City's adopted Community Impact Fee Program are necessary to address changing development conditions. The City Council reappointed the Planning and Zoning Commission and one representative of the development community as the Community Impact Fee Advisory Committee. The Committee has met several times and has evaluated the City's current Impact Fee Program and has come up with recommendations for proposed changes to the Community Impact Fee Land Use Assumptions and Capital Improvements Plan.

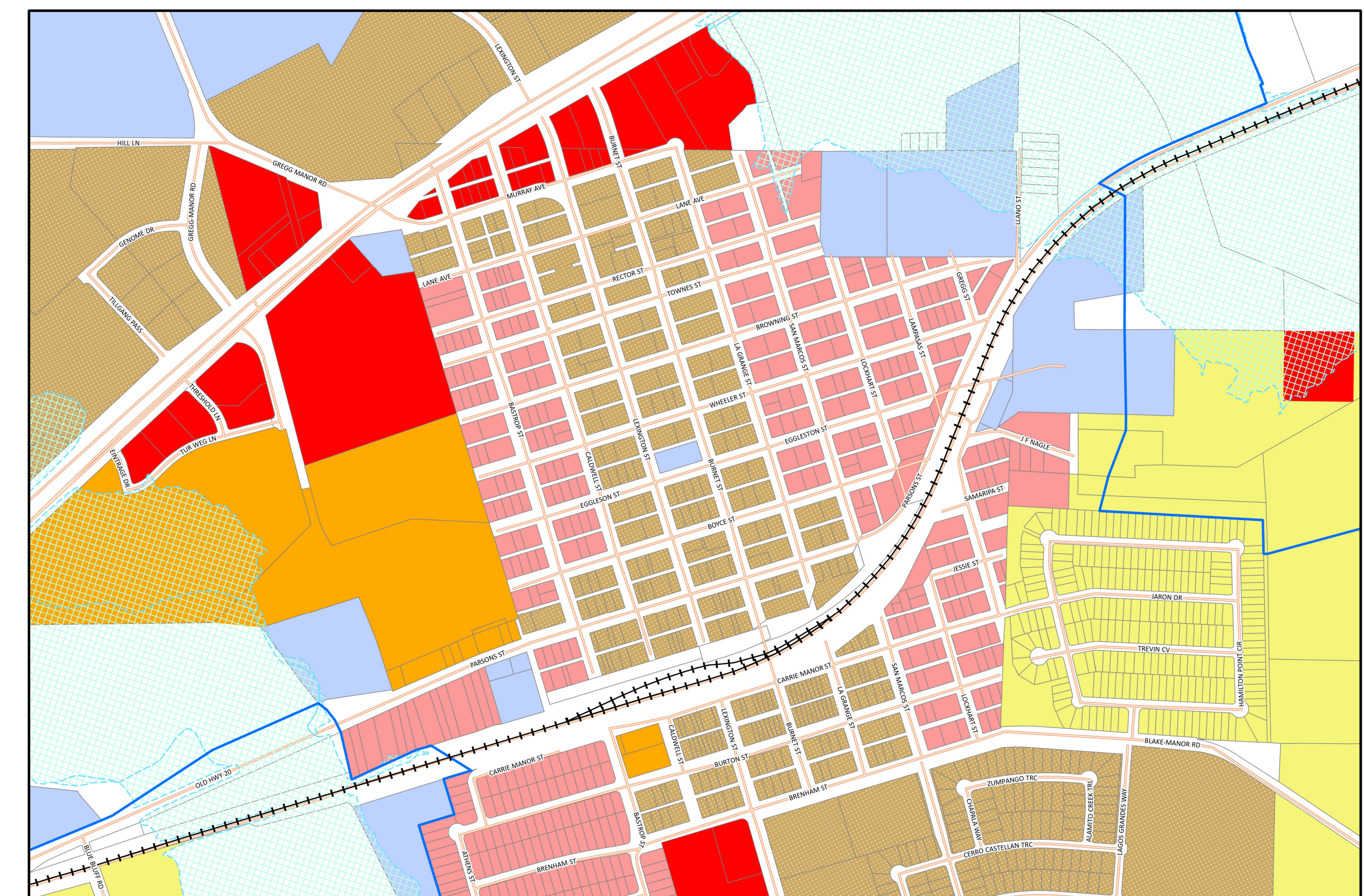
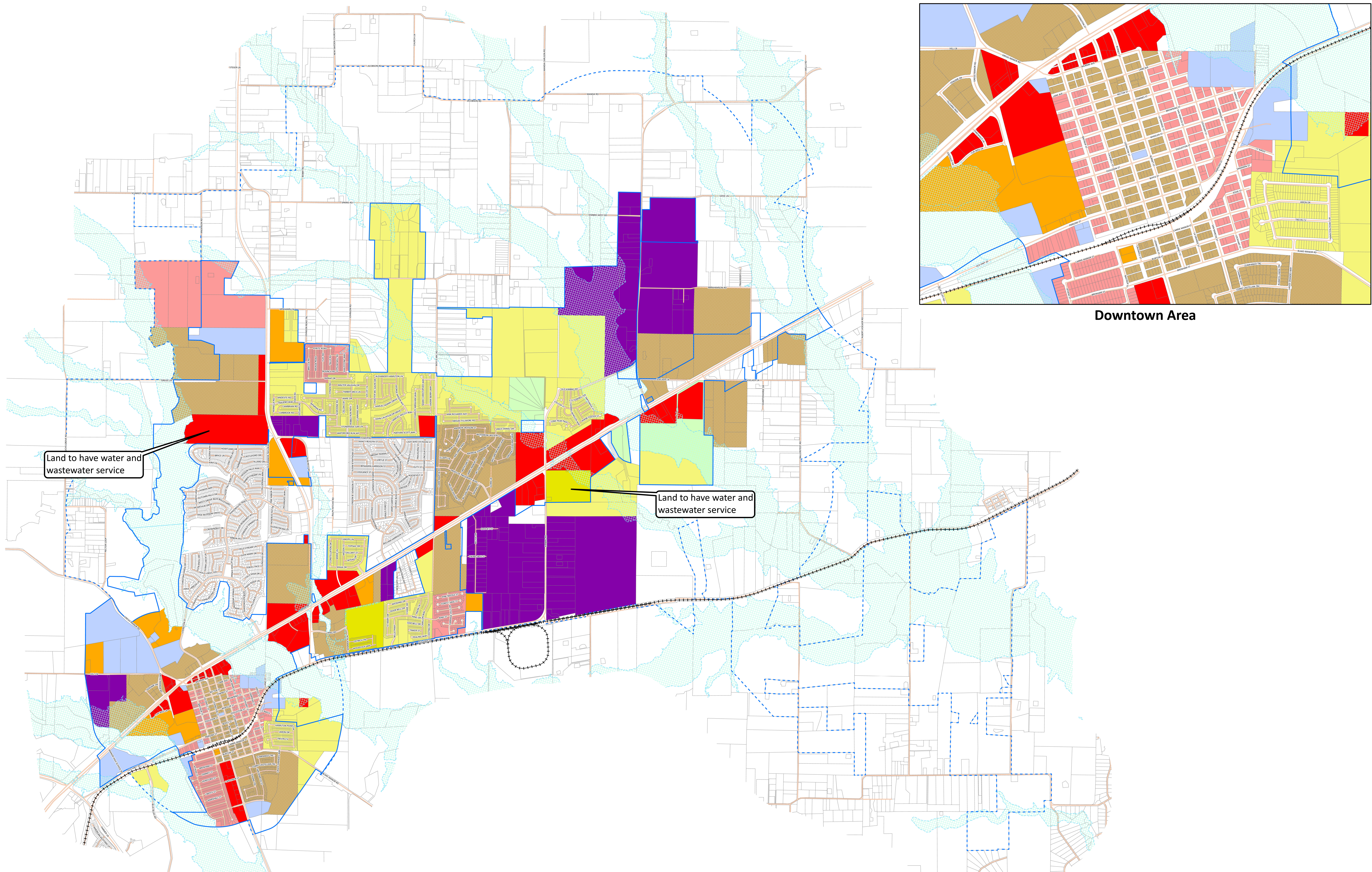
LEGAL REVIEW: No
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Land Use Assumption Map
- Water and Wastewater Capital Improvement Projects

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council conduct a public hearing for the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects.

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



Downtown Area

Land to have water and wastewater service

Land to have water and wastewater service

Texas Local Government Code Section 213.005:
 A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

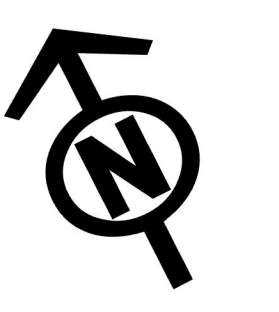
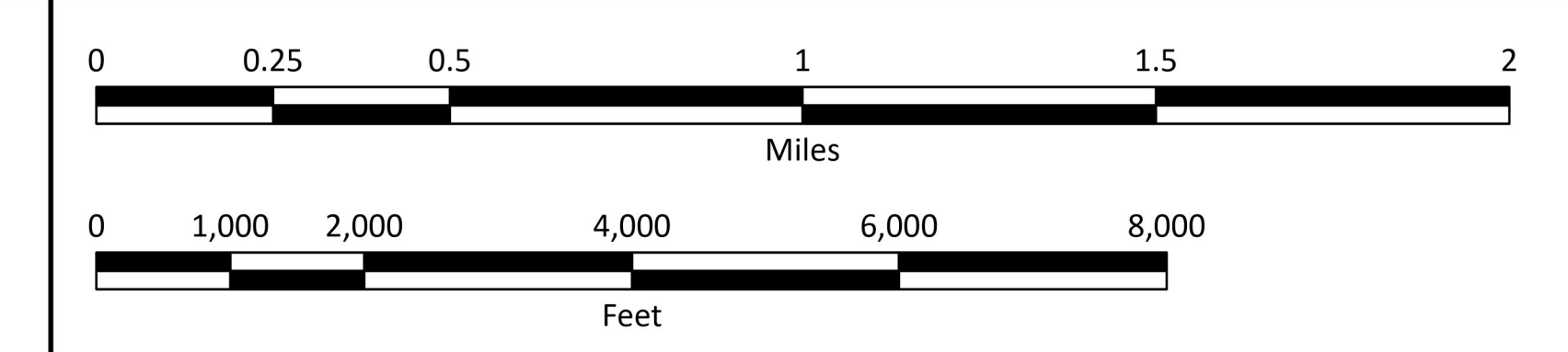


- Land Use Category**
- C - Commercial (Corridor)
 - CMU - Community Mixed Use
 - DMU - Downtown Mixed Use
 - E - Employment
 - MDNB - Mixed Density Neighborhood
 - MF - Multi-Family
 - NB - Neighborhood
 - NMU - Neighborhood Mixed Use
 - OS - Parks/Open Space
 - P/SP - Public/Semi-Public
 - SF-4 - High Density Single Family

- Legend**
- Roads
 - Floodplain
 - City Limits
 - Extra-Territorial Jurisdiction
 - Railroad

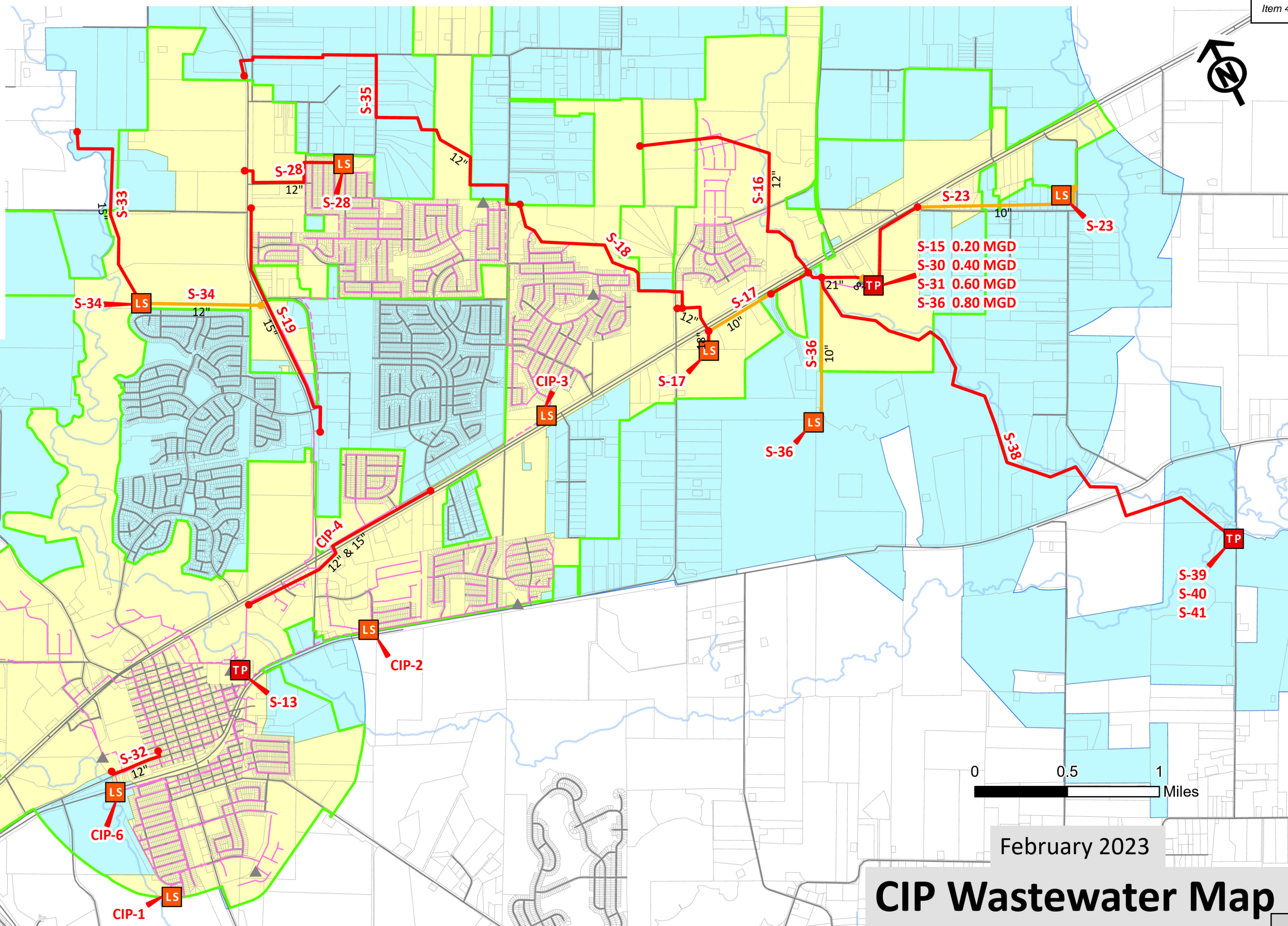
Land Use Assumption Map

Map Updated: February 03, 2023



Legend

- LS CIP Lift Station
- TP CIP Wastewater Treatment Plant
- CIP Force Main
- CIP Gravity Main
- ▲ Existing Lift Station
- Existing Gravity Pipe
- - - Existing Force Main
- Roads
- ▭ Service Area Boundary
- ~ Creeks
- ▭ City Limits
- ▭ Extra-Territorial Jurisdiction



0 0.5 1 Miles

February 2023

CIP Wastewater Map

EXHIBIT A-4
CITY OF MANOR WASTEWATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
FEBRUARY 2023















The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

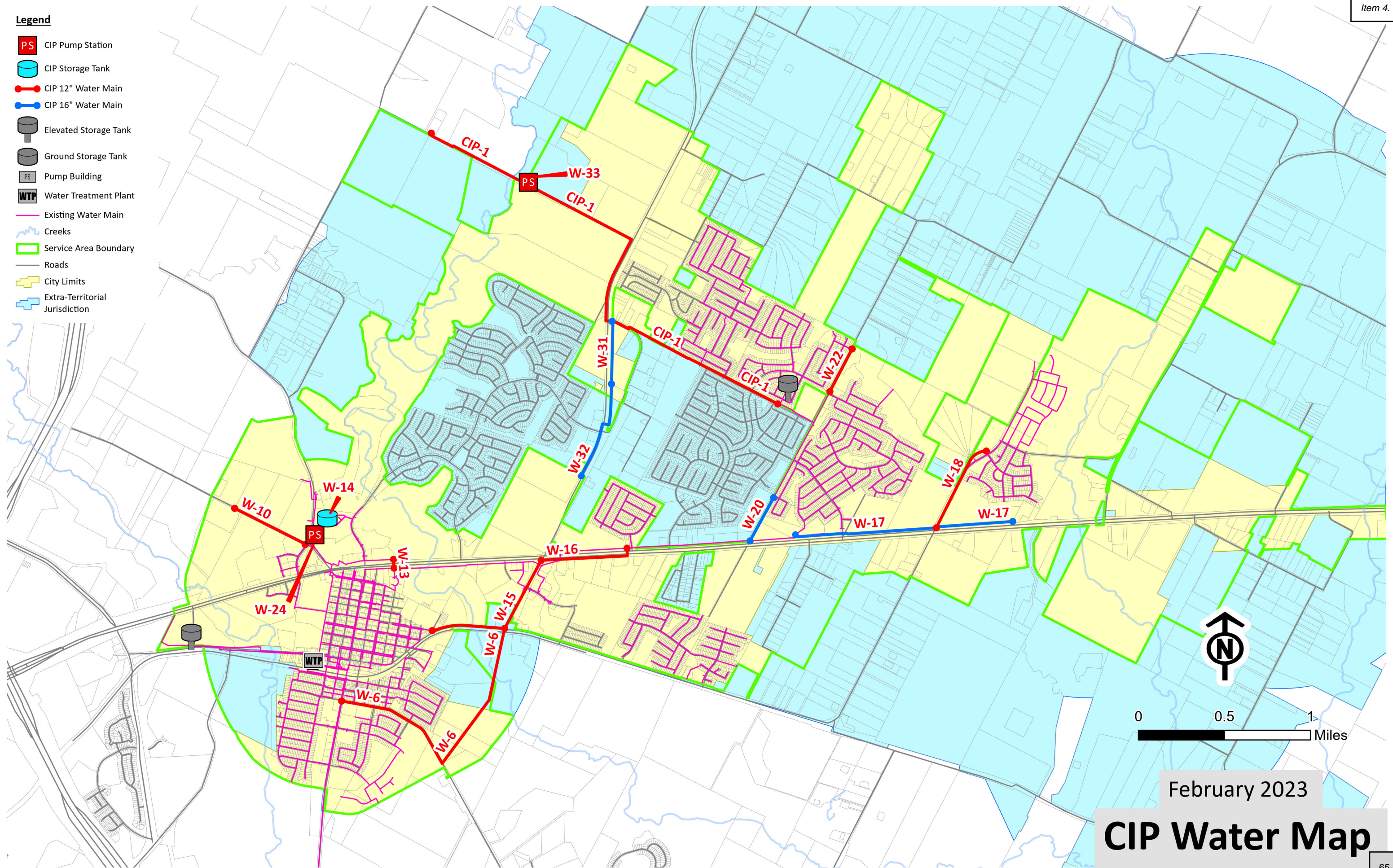
Project No.	Year	Description	Construction Cost (2022 Dollars)	Interest	Period (months)	Payment	Total Payment	Size	Length	Construction Cost (adjusted for inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5.1% over 20 Years)	Total Project Costs	Detailed Description
S-13	2020	Addl. Wilbarger WWTP Capacity	\$ 16,825,000.00	0.00425	240	\$ 145,667.98	\$ 34,960,314.38	1.33 MGD		\$ 19,348,750.00	\$ 2,140,000.00	\$ 400,000.00	\$ 13,071,564.38	\$ 34,960,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-15	2022	Cottonwood WWTP, Phase 1, 0.20 MGD	\$5,227,569.50	0.00425	240	\$ 52,593.61	\$ 12,622,467.33	0.20 MGD		\$ 6,534,461.88	\$ 398,000.00	\$ 970,500.00	\$ 4,719,505.45	\$ 12,622,000.00	Build plant at Regional Site, road and electrical improvements add \$500,000
S-16	2024	East Cottonwood Gravity Line	\$ 1,500,000.00	0.00425	240	\$ 14,274.81	\$ 3,425,955.08	12"	3,200	\$ 2,025,000.00	\$ 51,000.00	\$ 69,000.00	\$ 1,280,955.08	\$ 3,426,000.00	Extend East Cottonwood gravity ww to Regional Site, sized for 10-year capacity
S-17	2024	West Cottonwood LS and FM	\$ 949,000.00	0.00425	240	\$ 9,377.79	\$ 2,250,668.81	6" FM and 350 gpm LS	3,700	\$ 1,281,150.00	\$ 79,000.00	\$ 49,000.00	\$ 841,518.81	\$ 2,251,000.00	Extend 27" and 30" gravity ww from confluence with East Cottonwood to US 290, ultimate capacity
S-18	2024	West Cottonwood Gravity Line, Phase 2	\$ 984,000.00	0.00425	240	\$ 9,572.44	\$ 2,297,386.38	15"	8,200	\$ 1,328,400.00	\$ 64,000.00	\$ 46,000.00	\$ 858,986.38	\$ 2,297,000.00	Serves West Cottonwood Sub-Basin up to Bois D'Arc Ln, 21" and 24" gravity ww sized for ultimate capacity
S-19	2022	FM 973 Gravity Wastewater Line	\$ 684,400.00	0.00425	240	\$ 6,139.30	\$ 1,473,432.00	15"	5,800	\$ 855,500.00	\$ 128,300.00	\$ 106,100.00	\$ 383,532.00	\$ 1,473,000.00	Serves FM 973 Corridor up to Wilbarger Basin divide (approx. Gregg Ln)
S-23	2024	Willow Lift Station and Force Main	\$ 1,000,000.00	0.00425	240	\$ 11,984.85	\$ 2,876,364.81	200 gpm		\$ 1,350,000.00	\$ 202,500.00	\$ 248,400.00	\$ 1,075,464.81	\$ 2,876,000.00	Lift Station and Force Main to serve 220 LUEs in Willow Basin along US 290. 10-Yr ADF approx. 60,000 gpd, PWWF approx 200 gpm
S-28	2018	High School gravity line to Stonewater Lift Station; Stonewater Lift Station Upgrades	\$ 26,271.96	0.00425	240	\$ 210.84	\$ 50,601.98	12"	3,100	\$ 27,585.56	\$ 4,096.48	\$ -	\$ 18,919.94	\$ 51,000.00	Gravity main to serve new high school; upgrades to existing Stonewater Lift Station.
S-30	2024	Expand Cottonwood WWTP to 0.40 MGD Capacity	\$ 3,500,000.00	0.00425	240	\$ 41,947.32	\$ 10,067,356.68	0.40 MGD		\$ 4,725,000.00	\$ 708,800.00	\$ 869,400.00	\$ 3,764,156.68	\$ 10,067,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-31	2025	Expand Cottonwood WWTP to 0.60 MGD Capacity	\$ 3,500,000.00	0.00425	240	\$ 43,875.92	\$ 10,530,219.99	0.50 MGD		\$ 4,900,000.00	\$ 735,000.00	\$ 958,000.00	\$ 3,937,219.99	\$ 10,530,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-32	2021	Bastrop-Parsons WW Improvements	\$ 423,292.00	0.00425	240	\$ 4,392.59	\$ 1,054,220.52	12"		\$ 507,950.40	\$ 76,200.00	\$ 75,900.00	\$ 394,170.12	\$ 1,054,000.00	Replacement of existing wastewater line in Bastrop and Parsons; to correct current capacity issues and serve additional growth
S-33	2023	Wilbarger Basin Gravity Line to Lift Station (off Gregg Lane)	\$ 1,000,000.00	0.00425	240	\$ 11,441.81	\$ 2,746,034.77	15"	6,200	\$ 1,300,000.00	\$ 195,000.00	\$ 224,300.00	\$ 1,026,734.77	\$ 2,746,000.00	New wastewater line to serve growth along Gregg Lane.
S-34	2023	Wilbarger Basin lift station and force main (off Gregg Lane)	\$ 1,300,000.00	0.00425	240	\$ 14,873.76	\$ 3,569,701.45	12" FM and 225 gpm LS	3,500	\$ 1,690,000.00	\$ 253,500.00	\$ 291,500.00	\$ 1,334,701.45	\$ 3,570,000.00	New lift station and force main to servie growth along Gregg Lane.
S-35	2023	Gravity line from City Limits to tie in to Wastewater line to Cottonwood	\$ 1,100,000.00	0.00425	240	\$ 12,585.79	\$ 3,020,590.33	12"	8,130	\$ 1,430,000.00	\$ 214,500.00	\$ 246,700.00	\$ 1,129,390.33	\$ 3,021,000.00	Option 1 -New gravity wastewater line to extend wastewater service to City Limits for future growth.
S-36	2024	Lift Station and Force main to Cottonwood WWTP	\$ 2,000,000.00	0.00425	240	\$ 23,969.71	\$ 5,752,729.61	10" FM 1,575 LUEs		\$ 2,700,000.00	\$ 405,000.00	\$ 496,800.00	\$ 2,150,929.61	\$ 5,753,000.00	New lift station and force main to serve areas south of US Hwy 290 along Old Kimbro Road.
S-37	2025	Expand Cottonwood WWTP to 0.80 MGD Capacity	\$ 3,500,000.00	0.00425	240	\$ 43,875.92	\$ 10,530,219.99	0.20 MGD		\$ 4,900,000.00	\$ 735,000.00	\$ 958,000.00	\$ 3,937,219.99	\$ 10,530,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-38	2025	Travis County Regional WWTP - with Elgin - Phase 1 - 1.1 MGD and 39" trunk main	\$39,000,000.00	0.00425	240	\$ 428,229.08	\$ 102,774,979.01	0.20 MGD		\$ 54,600,000.00	\$ 398,000.00	\$ 9,349,700.00	\$ 38,427,279.01	\$ 102,775,000.00	Build plant at Regional Site, road and electrical improvements add \$500,000
CIP-1	2021	Wildhorse Creek Lift Station Expansion	\$ 867,081.50	0.00425	240	\$ 8,595.49	\$ 2,062,916.57	1,075 gpm, 2nd WW		\$ 1,040,497.80	\$ 156,100.00	\$ 95,000.00	\$ 75,900.00	\$ 1,367,000.00	Change in discharge point increased Phase 1 capacity from 440 to 1026 LUEs, currently at about 706 LUEs. Will need to expand LS when Lagos develops to ultimate 1586 LUE capacity.
CIP-2	2023	Bell Farms Lift Station Expansion	\$ 866,000.00	0.00425	240	\$ 2,984.94	\$ 716,385.60	1,400 gpm, 2nd WW		\$ 1,125,800.00	\$ 45,000.00	\$ 30,000.00	\$ (484,414.40)	\$ 716,000.00	Presently at approximately 730 LUEs. Current phase 1 capacity is 1264 LUEs. Ultimate Capacity at phase 2 is 2172.
CIP-3	2023	Presidential Glen Lift Station Expansion	\$ 866,000.00	0.00425	240	\$ 2,984.94	\$ 716,385.60	2,275 gpm, 2nd WW		\$ 1,125,800.00	\$ 45,000.00	\$ 30,000.00	\$ (484,414.40)	\$ 716,000.00	Presently at approximately 1281 LUEs. Actual phase 1 capacity with current wastewater flows is in excess of 1500 LUEs. Ultimate Capacity at phase 2 is 3517.
CIP-4	2024	US 290 WW Line Expansion	\$ 603,378.00	0.00425	240	\$ 7,231.64	\$ 1,735,594.12	12" & 15"	1,566 & 2,760	\$ 814,560.30	\$ 122,200.00	\$ 149,900.00	\$ 648,933.82	\$ 1,736,000.00	Presently at approximately 264 PG+308 SW = 572 LUEs out of 1800 LUE capacity, expansion will double capacity.
CIP-6	2020	Travis County Rural Center Lift Station, force main	\$ 1,176,592.00	0.00425	240	\$ 10,515.32	\$ 2,523,676.39	500 gpm	500	\$ 1,353,080.80	\$ 127,000.00	\$ 100,000.00	\$ 943,595.59	\$ 2,524,000.00	Lift Station and Force Main from Rural Center to existing wastewater line

Total: \$ 217,061,000.00



Wastewater LUEs are defined as producing 275 gallons of wastewater per day per single family residence as determined in the the City of Manor Wastewater Master Plan.

- Legend**
-  CIP Pump Station
 -  CIP Storage Tank
 -  CIP 12" Water Main
 -  CIP 16" Water Main
 -  Elevated Storage Tank
 -  Ground Storage Tank
 -  Pump Building
 -  Water Treatment Plant
 -  Existing Water Main
 -  Creeks
 -  Service Area Boundary
 -  Roads
 -  City Limits
 -  Extra-Territorial Jurisdiction



February 2023
CIP Water Map

EXHIBIT A-2
CITY OF MANOR WATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
FEBRUARY 2023

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Project No.	Year	Description	Size	Unit	Length (ft)	Construction Cost (2022 Dollars)	Annual Interest	Period (yr)	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5% over 20 Years)	Total Project Costs	Detailed Description
W-6	2026	Blake Manor Road Water Line	12	inch	3,200	\$ 400,000.00	0.050	20	\$ 580,000.00	\$ 87,000.00	\$ 120,100.00	\$ 476,078.81	\$ 1,263,000.00	Transmission main from downtown along Blake Manor Road to future FM 973. Includes replacing 400 LF of 6" pipe in Downtown Plant
W-10	2022	Hill Lane Water Line	12	inch	3,450	\$ 289,800.00	0.050	20	\$ 362,250.00	\$ 54,300.00	\$ 58,300.00	\$ 287,213.85	\$ 762,000.00	Water Distribution main along Hill Lane to serve new growth
W-13	2023	US 290 Crossing at Golf Course	12	inch	250	\$ 200,000.00	0.050	20	\$ 260,000.00	\$ 39,000.00	\$ 44,900.00	\$ 208,008.51	\$ 552,000.00	Connect 12" water lines on north and south sides of US 290
W-14	2023	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,250,000.00	\$ 487,500.00	\$ 560,600.00	\$ 2,599,713.28	\$ 6,898,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump station for wholesale water supply connection
W-15	2022	FM 973 Water Line	12	inch	4000	\$ 336,000.00	0.050	20	\$ 420,000.00	\$ 63,000.00	\$ 67,600.00	\$ 333,031.37	\$ 884,000.00	Transmission main from US 290 to serve new growth on the east and west sides of FM 973
W-16	2023	US 290 Water Line	12	inch	2900	\$ 500,000.00	0.050	20	\$ 650,000.00	\$ 97,500.00	\$ 112,100.00	\$ 519,930.56	\$ 1,380,000.00	Parallel 12" waterline to increase US 290 capacity
W-17	2021	US 290 Water Line	16	inch	4400	\$ 677,626.12	0.050	20	\$ 813,151.34	\$ 122,000.00	\$ 121,600.00	\$ 639,177.89	\$ 1,696,000.00	Extend transmission main from Presidential Glen to Old Kimbro Road
W-18	2021	Old Kimbro Road Water Line	12	inch	3000	\$ 474,000.00	0.050	20	\$ 568,800.00	\$ 85,300.00	\$ 85,000.00	\$ 447,045.92	\$ 1,186,000.00	Transmission main to serve new growth north of US 290
W-20	2024	Bois D'Arc Lane Water Line	16	inch	2700	\$ 500,000.00	0.050	20	\$ 675,000.00	\$ 101,300.00	\$ 124,200.00	\$ 544,669.00	\$ 1,445,000.00	Transmission main to improve delivery of water from East EST
W-22	2024	Bois D'Arc Lane Water Line	12	inch	2500	\$ 400,000.00	0.050	20	\$ 540,000.00	\$ 81,000.00	\$ 99,400.00	\$ 435,735.20	\$ 1,156,000.00	Transmission main to serve new growth north of Tower Rd
W-24	2025	Gregg Manor Road Pump Improvements	1200	gpm		\$ 400,000.00	0.050	20	\$ 560,000.00	\$ 84,000.00	\$ 109,500.00	\$ 455,755.79	\$ 1,209,000.00	Increase Pump Capacity (and contracted supply) at wholesale water connection
W-31	2022	FM 973 Water Line	16	inch	5200	\$ 582,400.00	0.050	20	\$ 728,000.00	\$ 109,200.00	\$ 117,200.00	\$ 577,270.50	\$ 1,532,000.00	Transmission main along FM 973 from Tower Road to boundary of school site..
W-32	2023	FM 973 Water Line	16	inch	3200	\$ 358,400.00	0.050	20	\$ 465,920.00	\$ 69,900.00	\$ 80,400.00	\$ 372,721.74	\$ 989,000.00	Transmission main along FM 973 to connect waterlines along FM 973.
W-33	2024	Gregg Lane Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,375,000.00	\$ 506,300.00	\$ 621,000.00	\$ 2,723,224.01	\$ 7,226,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump for future growth.
Water CIP-1	2021	Gregg Lane to Tower Road Waterline	12	inch	3400	\$ 1,595,346.40	0.050	20	\$ 1,914,415.68	\$ 287,200.00	\$ 286,200.00	\$ 1,504,759.65	\$ 3,993,000.00	Transmission main from Manville WSC Booster Station to East Elevated Storage Tank
Water CIP-2	2017	AMR Water Meters				\$ 300,000.00	0.05	20	\$ 300,000.00	\$ 45,000.00	\$ 31,100.00	\$ 227,484.74	\$ 604,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Water CIP-3	2018	AMR Water Meters				\$ 400,000.00	0.05	20	\$ 420,000.00	\$ 63,000.00	\$ 48,300.00	\$ 321,357.73	\$ 853,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Total												\$ 33,628,000.00		

Notes:
Water LUEs are defined as requiring 450 gallons of water per day per single family residence as determined in the the City of Manor Water Master Plan.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Lydia Collins, Director
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a proposal to increase total water/wastewater revenues from residential and commercial customers of the City of Manor, Texas.

BACKGROUND/SUMMARY:

Today is the first Public Hearing that was approved and set at the February 15, 2023, meeting. Justin Rasor with Raftelis provided the 2023 Water & Wastewater rate study. The recommendation by the consultant is a 7% increase to both water and wastewater services for the next two fiscal years. These rates would not go into effect until the April 2023 billing cycle. A recommendation to reevaluate rates in Fiscal Year 2025 was also presented by the consultant.

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

- Water & Wastewater Rate Study

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council conduct the public hearing.

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

City of Manor

2023 Water and Wastewater Rate Study

February 15, 2023





Agenda

Item 5.



Rate Study Process



Financial Plan Assumptions



Utility Financial Plan



Rate and Typical Bill Comparison

Themes

Item 5.



City of Manor's rates and fees must:

Item 5.



How we'll get there



Fund Operations



Rate Revenue



Fund Capital Projects



Impact Fees



Maintain Reserves and DSC



Fund Growth



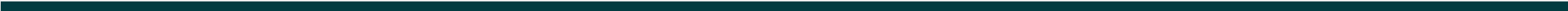
Financial Plan



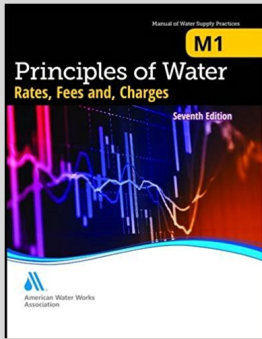
Ensure Customer Rate Equity



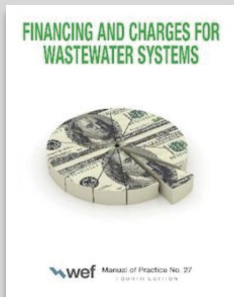
Rate Design



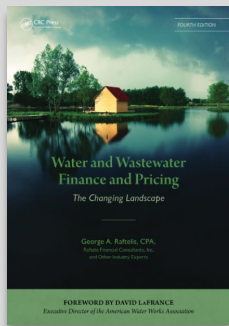
Guided by industry-standard financial planning and rate-setting approaches



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

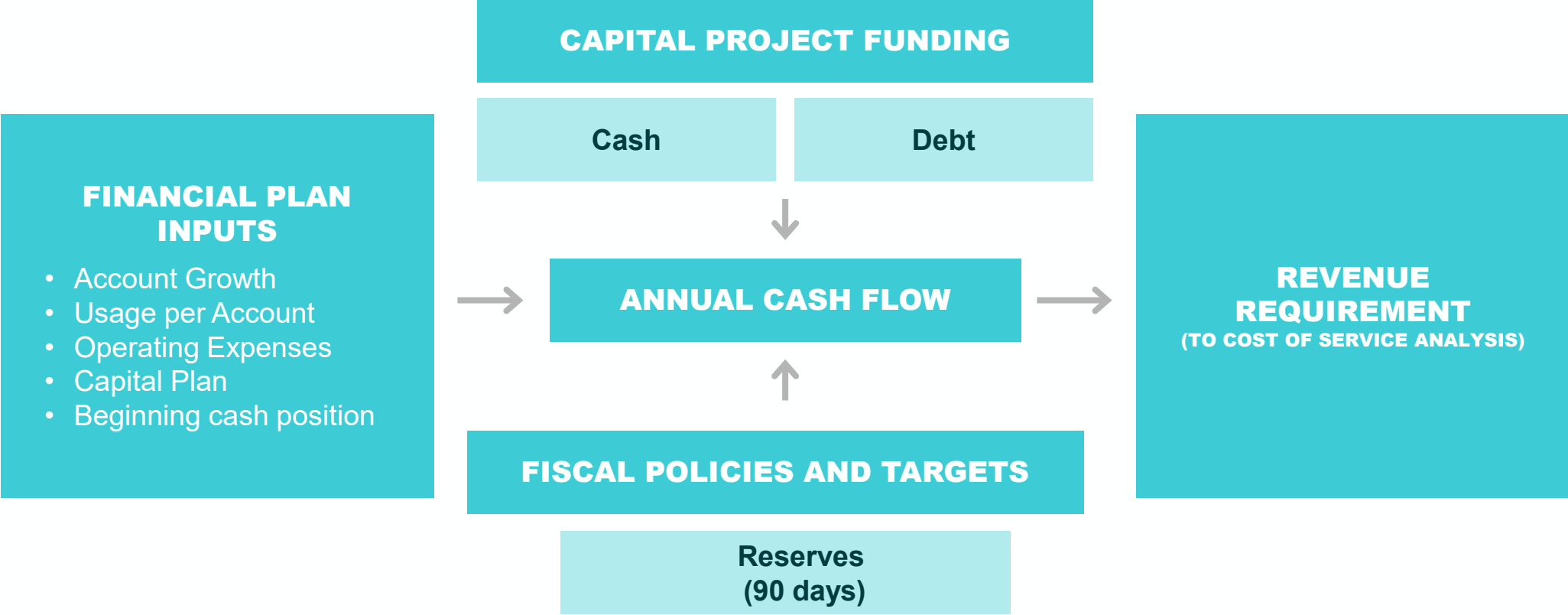


Water Environment Federation
Financing and Charges for Wastewater Systems



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

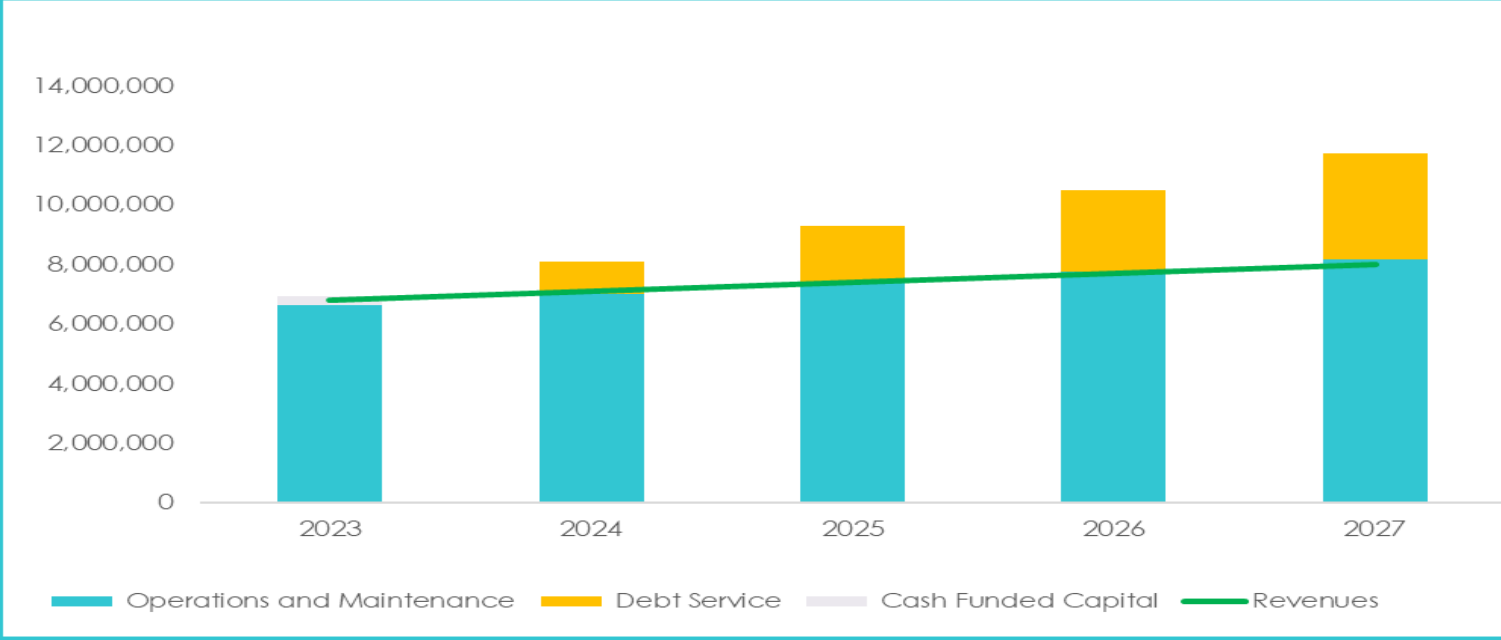
Utility Financial Plan



5-year Combined Cashflow Results

No Annual Increases

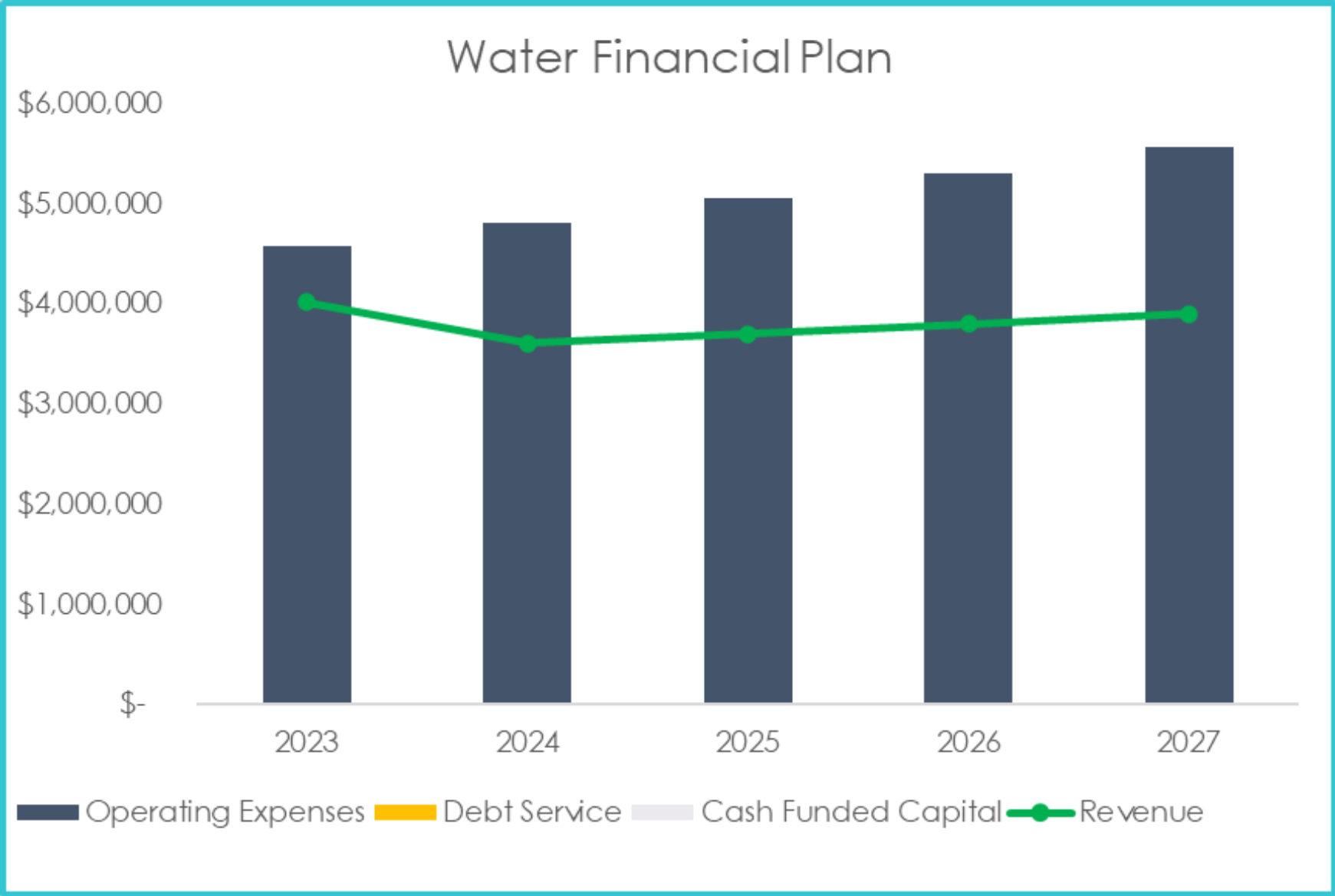
Operating Revenues and Expenditures



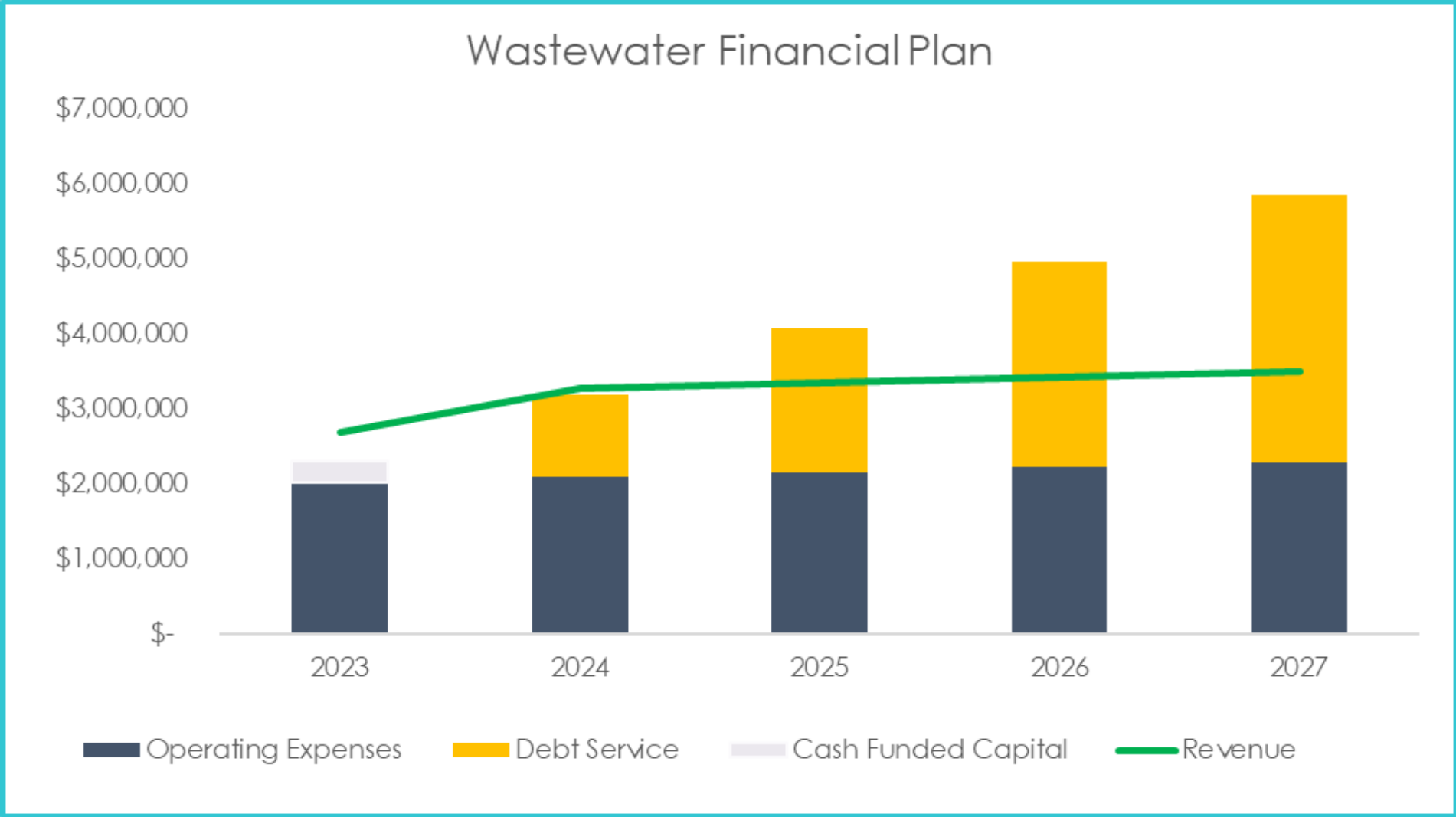
Operating Ending Fund Balance



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

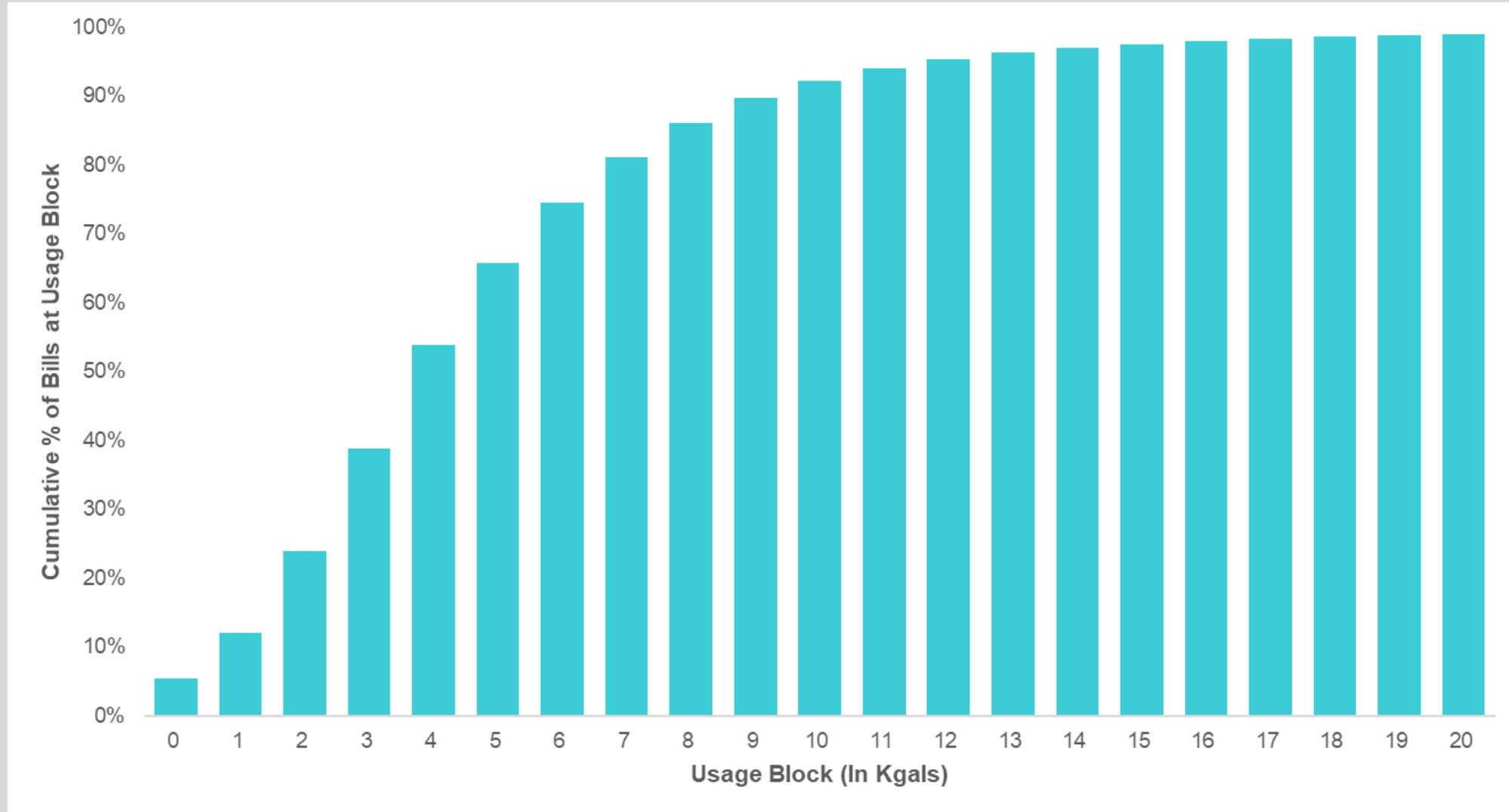
Recommendations



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: March 1, 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 15, 2023, City Council Workshop Sessions; and
- February 15, 2023, City Council Regular Meeting

BACKGROUND/SUMMARY:

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

- February 15, 2023, City Council Workshop Sessions Minutes; and
- February 15, 2023, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the City Council Minutes of the February 15, 2023, City Council Workshop Sessions; and February 15, 2023, City Council Regular Meeting.

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



**CITY COUNCIL & PLANNING AND ZONING COMMISSION
WORKSHOP SESSION MINUTES
FEBRUARY 15, 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 (Absent)

P&Z COMMISSION MEMBERS:

- Julie Leonard, Place 1
- Anthony Butler, Place 2 (Absent)
- Cresandra Hardeman, Place 3
- Felix Paiz, Vice-Chair, Place 4
- Vacant, Place 5
- Cecil Meyer, Place 6
- LaKesha Small, Chair, Place 7

CITY STAFF:

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Ryan Phipps, Chief of Police
- Lydia Collins, Director of Finance
- Scott Dunlop, Development Services Director
- Scott Jones, Economic Development Director
- Matthew Woodard, Public Works Director
- Debbie Charbonneau, Heritage and Tourism Manager
- Tracey Vasquez, HR Manager
- Mandy Miller, Permit Technician
- Melissa Sanchez, Public Works Administrative Assistant
- Lance Zeplin, Streets/Parks Superintendent
- Raymond Muniz, Water/Wastewater Superintendent

WORKSHOP SESSION – 4:00 P.M.

With a quorum of the Council Members and P&Z Commission Members present, the joint workshop session of the Manor City Council and P&Z Commission was called to order by Mayor Harvey at 4:07 p.m. on Wednesday, February 15, 2023, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

REGULAR AGENDA

A. Parliamentary Procedures Training

At the direction of Mayor Harvey, City Secretary Almaraz introduced guest speaker Mary Lynne Stratta, City Secretary/Communications-Legislative Director for the City of Bryan, Texas.

Ms. Stratta presented and discussed the attached PowerPoint presentation.

Topic of discussion:

- Basic Fundamentals of Parliamentary Law
- Texas Open Meetings Act
- Classes of Rules
- Ten Commandments of Parliamentary Procedures
- Basic Parliamentary Procedures
- Introduction of Business
- Description of Motions
- Forms of Amendments
- Debate
- Misused Motions

There was no further discussion and no action taken.

ADJOURNMENT

The Workshop Session of the Manor City Council Adjourned at 5:33 p.m. on Wednesday, February 15, 2023.

City Council Workshop Minutes
February 15, 2023

These minutes approved by the Manor City Council on the 1st day of March 2023. (*Audio recording archived*)

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes

1. The main motion is one that:

- a. Brings business before an assembly.
- b. Can be made while another motion is pending.
- c. Has the highest rank.

- 2. Motions are brought before the assembly by these three steps: a member....**
- a. Obtains the floor, addresses the chair, and makes a motion.
 - b. Addresses the chair, makes a motion, the chair states the question.
 - c. Makes a motion, another member seconds it, and the chair states the question.

3. A second implies that the seconder:

- a. Agrees that the motion should come before the assembly.
- b. Agrees with the content of the motion.
- c. Wishes to speak second in debate.

4. The lack of a second has become immaterial:

- a. After the chair has stated the question.
- b. After debate has begun.
- c. When the maker of the motion asks for permission to withdraw it.

5. Unless there is a rule to the contrary, a member may speak:

- a. Twice during the same day.
- b. Twice on the same question on the same day.
- c. Once on each question during the same day.

6. In a series of motions where all are pending and in order, which of the following would be voted on first?

- a. Previous question.
- b. Limit debate.
- c. Postpone indefinitely.

7. With a main motion pending and a motion to amend pending, which of the following motions would be out of order?

- a. Lay on the table.
- b. Limit or extend limits of debate.
- c. Postpone indefinitely.

8. An incidental main motion:

- a. Relates to the business of the assembly or its past or future action.
- b. Is incidental to the pending question.
- c. Must be germane to the original main motion.

9. In amending, a maximum of how many alternatives can be pending at one time?

- a. One
- b. Two
- c. Three
- d. Four

10. The motion to amend takes precedence over the motion to postpone to a certain time:

- a. If a motion to amend is pending.
- b. If it is a motion to amend the motion to postpone when it is immediately pending.
- c. Under no circumstances.
- d. If it is a privileged motion to amend.

PARLIAMENTARY PROCEDURE



Mary Lynne Stratta, TRMC, MMC
CITY OF BRYAN, TEXAS
City Secretary/
Communications-Legislative Director

Basic Fundamentals of Parliamentary Law

“American parliamentary law is built upon the principle that rights must be respected: rights of the majority, of the minority, of individuals, of absentees, and rights of all of these together.”

Henry M. Robert
Robert's Rules of Order



It is an organized system that allows a group of people to come together and make a decision. The system is made up of basic principles and rules that determine how the group will proceed through the decision-making process.



The Texas Open Meetings Act
ALWAYS takes precedence over
Parliamentary Procedures.



Two Classes of Rules

◆ General

Commonly applied – RONR

◆ Special

Particular purpose or organization

Ten Commandments of Parliamentary Procedure



- ◆ The organization is paramount as opposed to the individual.
- ◆ All members are equal.
- ◆ Quorum must be present to take legal action.
- ◆ Only one main proposition can be on the floor at a time.
- ◆ Only one member can have the floor at a time.

Ten Commandments (cont.)

- ◆ Full debate on all questions (unless parliamentary rules do not allow debate on a question).
- ◆ The issue and not the person is always what is under discussion.
- ◆ A question once decided cannot come back before the same assembly in the same session in the same form except by use of reconsideration.
- ◆ A majority vote decides (unless a greater majority is required).
- ◆ Silence gives consent.



If you are ever in a meeting and can't remember the parliamentary rule that applies, ask yourself the following three questions:

- ◆ What is the fairest thing to do in this situation? Be sure to consider what is fairest to all.
- ◆ What is the most logical answer to this problem? Robert's is a very logical system, so the most logical answer is probably the correct one.
- ◆ What is the most efficient way of doing this? If you can get there in two steps, don't take three!

Basic Parliamentary Procedure



To become an act or choice of the body, a proposition is adopted by a majority vote:

- Direct approval registered by more than half of the members present and voting.
- In a properly called meeting.
- Where a quorum is present.

Introduction of Business

Main Motion — a formal proposal that certain action be taken

EIGHT STEPS TO OBTAIN ACTION ON A MAIN MOTION:

Obtaining the Floor:

Step 1: Addressing the chair. (Mr. President, Mayor)

Step 2: Assigning the floor. (Chair recognizes that member)

Handling a motion:

Step 3: Making the motion. (I move that....)

Step 4: Seconding the motion. (Another member seconds...)

Introduction of Business (cont.)

EIGHT STEPS TO OBTAIN ACTION ON A MAIN MOTION (CONT.)

Handling a motion (cont.):

Step 5: Stating the motion. (The Chair states the motion).

Step 6: Debating the question. (Chair allows debate, with maker of motion speaking first in debate).

Step 7: Putting the question. (Chair takes the vote after debate is complete).

Step 8: Announcing the result of the vote. (Chair announces, for example, “The ayes have it and the motion is carried.”).

No Second, No Debate!

To second a motion is to agree that the motion is worthy of discussion and consideration.

Don't want to consider it? Don't say a word!

Motion is not considered for lack of a second.

(Some privileged and incidental motions do not require a second.)

Description of Motions

Five categories of motions:

- Main (brings business before the assembly)
- Subsidiary (aids in treating or disposing of a main motion)
- Privileged (does not relate to main motion but relates directly to the members or organization)
- Incidental (relates to matters that are incidental to the conduct of the meeting rather than directly to the main motion)
- Motions that bring a question again before the assembly.

A motion is considered pending when it has been stated by the presiding officer (Mayor) and has not yet been disposed of either permanently or temporarily.

While a motion is pending (or “on the floor”), members can amend it, postpone it, put it aside, send it to a committee, etc., through the use of a secondary motion.

A motion is considered “immediately pending” when several motions are pending and it is the motion that was last stated by the chair and will be first to be disposed of.

Secondary motions can be made while a main motion is pending and relate to business already before the group, to questions of order or procedure, or to matters of comfort or privilege. There are three types of secondary motions:

- Subsidiary
- Privileged
- Incidental

Amending a Main Motion

“A motion to modify the wording – and within certain limits the meaning – of a pending motion before the pending motion itself is acted upon.” RONR

- Characteristics of Amendments
- Forms of Amendments
- Amendment Pitfalls

Characteristics of Amendments:

- ◆ Can be applied to any motion having a variable factor
- ◆ Is not in order when another has the floor
- ◆ Debatable when the main motion is debatable
- ◆ Majority vote at all times, even when main motion requires 2/3 vote
- ◆ Cannot stand by itself
- ◆ Only motion that may be applied to itself (Primary and Secondary)
- ◆ A member may amend their own motion
- ◆ Chair may be requested or assist in wording of an amendment
- ◆ A member's vote on the amendment does not obligate their vote on the main motion
- ◆ Rejection of motion to amend leaves pending the motion as originally proposed
- ◆ The adoption of the amendment does not adopt the main motion

Forms of Amendments:

- ◆ Insert (add) a word, consecutive words or paragraph
- ◆ Strike out a word, consecutive words or paragraph
- ◆ Strike out and insert a combination of the above
- ◆ Substitute (but must be germane)

Amendment Pitfalls:

- ◆ Allowed when another member has the floor
- ◆ Debate not confined to pending amendment
- ◆ A question already decided
- ◆ Tertiary amendments
- ◆ Not germane to main motion or primary amendment
- ◆ Equivalent to rejection of the main motion
- ◆ Dilatory
- ◆ New business introduced under the pretext of being an amendment
- ◆ Changing one parliamentary motion into another



The Ups and Downs of Parliamentary Procedure

How To Use the Ladder of Motions a.k.a. The Precedence of Motions

Precedence of Motions is a list of specific motions that indicate the priority of motions. When a motion on the list is pending, any motion above it is in order and any motion below it is out of order.

The precedence of motions, with the pending motions in bold. You work your way out of the sequence of pending motions by stepping down the ladder, voting on each immediately pending motion as you go.

14. Fix time to which to adjourn
13. Adjourn
12. Recess
11. Raise a question of privilege
10. Call for orders of the day
9. Lay on the table
8. Previous question
7. Limit/extend limits of debate
- 6. Postpone to a certain time**
5. Commit or refer
- 4. Secondary amendment**
- 3. Primary amendment**
2. Postpone indefinitely
- 1. Main motion**



Debate

Robert's says that debate is the discussion regarding a motion that occurs after the presiding officer has restated the motion and before putting it to a vote.



Rights in Debate



- ◆ A member can speak no more than twice on the same question on the same day.
- ◆ No member can speak a second time on an item so long as another is requesting recognition to speak for a first time on the same item.
- ◆ Each speech must be limited to ten minutes.

Rights in Debate (cont.)



- ◆ The maker of a motion has the right to be the first to speak on it.
- ◆ All remarks must be limited to the merits of the subject immediately before the assembly.
- ◆ All remarks must be addressed to and through the Chair

Rights in Debate (cont.)



- ◆ Personal remarks should be avoided and motives of members must not be questioned; the item, not the person, is the subject of debate.
- ◆ Members are seldom referred to by names; officers are referred to by their titles.

Rights in Debate (cont.)



- ◆ Members should be seated when another member is assigned the floor and during any interruption by the presiding officer.
- ◆ A member may not speak against his own motion; however, he may vote against it.

What's Debatable?

- ◆ Every main motion
- ◆ The following subsidiary motions:
 - Postpone Indefinitely (fully debatable)
 - Amend (limited to merits of amendment)
 - Commit or Refer (limited to wisdom of referring)
 - Postpone to a Certain Time (limited to time to which the motion will be postponed)

What's Debatable? (cont.)

◆ Incidental motions

Appeal

Request to be Excused from a Duty

◆ Rescind/Amend Something Previously Adopted

◆ Discharge a Committee

◆ Reconsider (a debatable motion)

What's Not Debatable

- ◆ The following subsidiary motions:
 - Limit or Extend Limits of Debate
 - Previous Question
 - Lay on the Table
- ◆ All privileged motions
- ◆ Incidental motions with the exception of Appeal and Request to be Excused from a Duty

What's Not Debatable (cont.)

- ◆ Motions that bring a question again before the assembly:
 - Take From the Table
 - Reconsider (an undebatable motion)
- ◆ Nominations

Commonly Misused Motions

- ◆ Lay on the Table (To Table)
- ◆ Postpone Indefinitely
- ◆ Postpone to a Certain Time
- ◆ Previous Question

**Parliamentary procedure allows for numerous methods of voting on a motion.
Remember, TOMA rules!**

Here are the words to use for each of the voting methods:

General or unanimous consent: “If there is no objection....”(only use when item is of little importance and there is no opposition to the motion)

Voice Vote: “All those in favor, say Aye. [pause] All those opposed, say No.” (If the chair is in doubt of the results of a voice vote, the chair should state “The chair is in doubt, and therefore a rising (or counted) vote will be taken.” Then proceed with a rising or counted vote.)

Show of hands vote: “All those in favor of the motion, please raise your hand. [pause] Please lower your hands. Those opposed to the motion, please raise your hand. [pause] Please lower your hands.”

Rising vote: “Those in favor of the motion, please stand. [pause] Please be seated. Those opposed to the motion, please stand. [pause] Please be seated.”

Rising counted vote: “Those in favor of the motion, please stand and remain standing until counted. [pause] Please be seated. Those opposed to the motion, please stand and remain standing until counted. [pause] Please be seated.”

Roll call vote: “The secretary will now call the roll.”

With ADA: A voting card has replaced the rising vote, as standing/sitting can be physically difficult for some.

Parliamentary Procedure allows for voting by secret ballot and by proxy in certain circumstances.

- ◆ Neither method is allowed under TOMA.
- ◆ The voting method used must be public and votes registered in a way that the public can determine how each councilmember voted.
- ◆ The presiding officer does not need to call for abstentions. When a member does not vote yes or no, has he/she abstained?

- ◆ Majority vote is “more than half” of the votes cast.
- ◆ If a vote ends in a tie, the vote fails.
- ◆ Two-thirds vote simply means that there were at least twice as many votes in favor of the motion as there were against the motion.



A two-thirds vote of:

1 is 1

2 is 2

3 is 2

4 is 3

5 is 4

6 is 4

7 is 5

8 is 6

9 is 6

10 is 7

11 is 8

12 is 8

13 is 9

14 is 10

15 is 10

16 is 11

17 is 12

18 is 12

19 is 13

20 is 14

The parliamentarian does not make rulings. She is an advisor and makes no decisions. The parliamentarian may give an interpretation of a rule, an opinion on a rule, or cite a rule, but never rules.



Parliamentary Procedure



has been described as an application of the Golden Rule
with common sense and courtesy.



**CITY COUNCIL
WORKSHOP SESSION MINUTES
FEBRUARY 15, 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 (Absent)

CITY STAFF:

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

WORKSHOP SESSION – 5:30 P.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 5:41 p.m. on Wednesday, February 15, 2023, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

REGULAR AGENDA

A. Presentation and discussion regarding Public Facility Corporations (PFCs) and incentives for the development of affordable housing within the City of Manor.

Gregory Miller with Bickerstaff Heath Delgado Acosta LLP presented and discussed the attached PowerPoint presentation.

Topic of discussion:

- Introduction / Affordability Measures
- PFCs for multifamily development, before and after 2015
- Processes, fees, and costs
- Pending Legislation
- Best Practices
- Additional tools for community development
- Next Steps

There was no further discussion and no action taken.

ADJOURNMENT

The Workshop Session of the Manor City Council Adjourned at 6:13 p.m. on Wednesday, February 15, 2023.

These minutes approved by the Manor City Council on the 1st day of March 2023. *(Audio recording archived)*

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Community Development for the “Missing Middle” in Manor

Public Facility Corporations and the Section
303.042(f) 100% Tax Exemption

Presentation Overview

- ◆ Introduction / affordability measures
- ◆ PFCs for multifamily development, before and after 2015
- ◆ Processes, fees, and costs
- ◆ Pending legislation
- ◆ Best practices
- ◆ Additional tools for community development
- ◆ Next steps

Introduction

- ◆ Bickerstaff has been the City's Public Finance Counsel from 2004 to the present
 - GO Bonds, Certificates of Obligation, Tax Notes, Water Development Board, and Public Improvement District Obligations (totaling approx. \$73mm in City of Manor transactions)



Introduction

- ◆ Experienced in specialty financings including creation of special districts and entities: SUDs, PIDs, TIRZ, EDC, and PFC

- ◆ *Formed and issued debt for **first in Texas** Community College District PFC (ACC)*
 - *Development of multiple campuses (Totaling approx. **\$259mm in ACCD PFC transactions**)*



Introduction (cont.)

- ◆ *As a former City of Austin attorney, counsel for: Austin Housing Finance Corporation, Economic Development Office, Neighborhood Housing and Community Development, and Urban Renewal Board*

- ◆ *World Class Housing and Economic Finance and Tax Counsel*
 - *Strategic of counsel relationship with minority women-owned firm, Convergent Law*
 - *Jong Nee and Yuqing Tian recognized for cutting edge LIHTC and NMTC work*
 - *Experience and insight available to the City of Manor*

Affordability Measures- AMI

- ◆ **AMI** is the Area Median Income, which is determined by HUD
- ◆ PFC developments typically limit 50% of units to individuals/households earning **less than 80% AMI**
- ◆ In Manor, 80% AMI is **\$88,250**



Affordability Measures- Household Size

- ◆ Affordable housing developments typically adjust income limits based on **household size**

- ◆ **AMI baseline** is a household of 4

Affordability Measures- Household Size

Family Size	80% MFI
One	\$61,800
Two	\$70,600
Three	\$79,450
Four	\$88,250
Five	\$95,350
Six	\$102,400
Seven	\$109,450
Eight	\$116,500

Affordability Measures- Rent Limits

Family Size	80% MFI	30% (monthly)
One	\$61,800	\$1,545
Two	\$70,600	\$1,765
Three	\$79,450	\$1,986
Four	\$88,250	\$2,206
Five	\$95,350	\$2,383
Six	\$102,400	\$2,560
Seven	\$109,450	\$2,736
Eight	\$116,500	\$2,912

PFC Development (Pre-2015)

- ◆ Public Facility Corporation (PFC):
 - Nonprofit corporation created by a local government to acquire, develop, and finance properties and projects
 - More procurement flexibility than the sponsoring entity
 - PFC's revenue bonds are not debt of the sponsoring entity



PFC Development (Pre-2015)

- ◆ **1995**- Housing Authorities (PHAs) begin to use PFCs for developments with 100% tax exemption

- ◆ **2001**- amendments introduce PHA PFC affordability standards:
 - 20% as public housing units **or**

 - 50% of units for households making less than 80% AMI

PFC Development (Pre-2015) (cont.)

- ◆ Structure involved:
 1. PHA,
 2. PHA nonprofit subsidiary (sometimes),
 3. PHA PFC,
 4. Developer partner, and
 5. Limited partnership with PFC as general partner

- ◆ Structure was required to demonstrate PHA control, which was requirement for 100% tax exemption

PFC Development (Post 2015)

- ◆ Structure significantly simplified to require:
 - 1) PHA,
 - 2) PFC, and
 - 3) Developer

- ◆ Also, non PHA PFCs were authorized to do similar multifamily development

- ◆ PHA 20% public or 50% at 80% MFI does not apply to non PHA PFCs, but often recommended to hedge constitutional concerns

PFC Development (Post 2015)

- ◆ PFC can go to any jurisdiction and claim exemption for a project (see e.g., HACA projects)



Pending Legislation

At least three possible bills likely:

- ◆ Limit PFC operation to sponsor-entity boundaries
- ◆ Enhanced affordability requirements
- ◆ Enhanced monitoring/reporting

Processes and Costs

1. Developer proposes project to City
2. Parties negotiate financial/affordability benefits to City and other terms
3. City Council approves and at or same time creates/incorporates PFC
4. Developer sells the land to the PFC, PFC leases the land and to-be-built improvements to a limited partnership entity controlled by the developer (typically for 75-99 years)

Processes and Costs (cont.)

- 5. 100% property tax exemption is secured from the local appraisal district
- 6. The developer, via the limited partnership entity, builds and rents out the apartment complex with a 100% sales tax exemption on construction materials
- 7. Typically at year three to year five, developer cashes out and sells (The PFC can choose to remain in the partnership, which extends the property tax exemption on the property)

Processes and Costs (cont.)

- ◆ **Application Fee** - \$15-\$20,000, Developer funds City due diligence and creation costs
- ◆ **Origination Fee**- typically 0.5 -1% of development costs
- ◆ **Net Cash Flow** – typically 10-25%
- ◆ **Asset Management Fee** – Typically \$12,000 - \$25,000
- ◆ **Net sales** – typically 10- 25% (or option to stay in the transaction post-sale)

Best Practices

- ◆ RFP process
- ◆ Effective Reporting
- ◆ Affirmative Marketing
- ◆ Adjust for family size to include families with children
- ◆ Communicate with/learn from other jurisdictions



Additional Tools

- ◆ When building a community to support fixed wage-earning professionals, Manor may consider a combined approach rather than a stand-alone housing development
- ◆ Manor is uniquely situated to create its own path and set new standards

Additional Tools (cont.)

- ◆ New Markets Tax Credits (NMTC) work well for mixed use developments that can be used to create community
- ◆ These support combinations including residential, professional/office, retail, manufacturing
- ◆ NMTC supports mixed-use and mixed-income development

Additional Tools (cont.)

- ◆ Low Income Housing Tax Credits (LIHTC) work well for affordable housing projects that compliment community development program
 - Can be combined with other subsidies

Additional Tools (cont.)

- ◆ Invite proposals from market participants for innovative ideas
- ◆ Development of the community that the City wants will require creativity and resourcefulness but Manor is well positioned to shape its destiny on its own terms

Suggested next steps

- Establish a task-force to report (**within a defined period of time**) on tools, metrics, and best practices for community development
- Adopt vision and policy and related ordinances
- Issue RFPs/RFQs for proposals
- Conduct work required to obtain tax credits and grants, and attract partners

Conclusion

Questions/General Discussion



**CITY COUNCIL
REGULAR SESSION MINUTES
FEBRUARY 15, 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
- Ryan Phipps, Chief of Police
- Denver Collins, Assistant Chief of Police
- Lydia Collins, Finance Director
- Scott Jones, Economic Development Director
- Matthew Woodard, Public Works Director
- Phil Green, IT Director
- Chasem Creed, IT Technician
- Michael Pachnick, IT Technician
- Tracey Vasquez, HR Manager
- Debbie Charbonneau, Heritage and Tourism Manager
- Sarah Friberg, Court Administrator
- Paige Saenz, City Attorney
- Veronica Rivera, Assistant City Attorney
- Frank T. Phelan, P.E., City Engineer

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:09 p.m. on Wednesday, February 15, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Pastor David Cox with Deliverance Worship Center gave the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his disagreement with the previous workshop meeting minutes regarding the racial comments he had made. He asked to go on record that he did not say any racial abusive statements and apologized to the mayor for taking his statements wrong that caused him to be escorted out of the workshop. Mr. Battaile read the Texas Open Meetings Act regarding public comments. He also expressed his frustration with the closure of the Bocce Ball Courts and requested for the Confederate Monument to be removed from the cemetery.

James D. Sulcer, 200 W. Carrie Manor, Apt. 202, Manor, Texas, submitted a speaker card and spoke in support of the Bocce Ball Courts and asked City Council to reconsider and reopen the courts for seniors.

Manuel Dasilva, 13728 Andrew Johnson St., Manor, Texas, submitted a speaker card and spoke in support of the Bocce Ball Courts and asked the City Council to reconsider the reopening of the courts.

Clara Henson, 200 W. Carrie Manor, Apt. 115 Manor, Texas, submitted a speaker card and spoke in support of the Bocce Ball Courts and asked the City Council to reconsider the reopening of the courts.

Faustino Samudio, Manor Texas, submitted a speaker card and expressed his concerns regarding the cars speeding on Highway 20 old bridge.

No one else appeared at this time.

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

Development Services Director Dunlop stated that the developer had requested postponement of the Public Hearing and action item, due to additional information they would like to provide the P&Z Commission.

City Attorney Saenz clarified that the public notice would need to be republished in the newspaper if items were being postponed.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to postpone the Public Hearing and Item No. 7 to the March 15, 2023, Regular Council Meeting.

There was no further discussion.

Motion to postpone carried 7-0

- 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

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

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and suggested for City Council to demand parkland and in-lieu fees from the developer. He also suggested for the developer to give a plaza to the city.

Development Services Director Dunlop discussed the proposed Subdivision Concept Plan located at 13301 E. US Highway 290, Manor, Texas.

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

There was no further discussion.

Motion to close carried 7-0

At the direction of Mayor Harvey, Item No. 4 was pulled from the Consent Agenda to be considered separately.

CONSENT AGENDA

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

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

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Amezcua to approve the Consent Agenda and pull Item No. 4 for discussion.

There was no further discussion.

Motion to approve carried 7-0

REGULAR AGENDA

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

- 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

HR Manager Vasquez introduced IT Technician, Chasem Creed. She also mentioned that an Animal Control Officer was being hired and would start on February 27, 2023.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Amezcua to approve Item No. 4.

Council Member Deja Hill commented that she liked that Manor PD had included a total of Mental Health Calls on their report.

There was no further discussion.

Motion to approve carried 7-0

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

The city staff recommended 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.

City Engineer Phelan discussed the proposed contract for the Bell Farms and Presidential Glen Lift Station Improvement Project.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to 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 \$1,737,127.00.

Clarification on the amount was discussed.

MOTION: Upon an amended motion made by Council Member Moreno and seconded by Council Member Amezcua to 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.

Discussion was held regarding clarification of projects timeline.

There was no further discussion.

Motion to approve carried 7-0

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.

The city staff recommended that the City Council approve accept and approve the City of Manor Water and Wastewater Rate Study Report; and set the Public Hearing 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.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and discussed the city's population growth. He suggested for a bond issuance for crossroads and infrastructure development.

Director of Finance Director discussed the City of Manor Water and Wastewater Rate Study Report.

Justin Rasor, Manager with Raftelis presented and discussed the attached PowerPoint Presentation.

Topics of discussion:

- Rate Study Process
- Financial Plan Assumptions
- Utility Financial Plan
- Rate and Typical Bill Comparison

Discussion was held regarding clarification on the Residential Rates Tier's fees.

Discussion was held regarding the sewer average billing that is done for residential.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to accept and approve the City of Manor Water and Wastewater Rate Study Report; and set the Public Hearing 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.

There was no further discussion.

Motion to approve carried 7-0

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*

Item No. 7 was postponed along with the Public Hearing Item No. 1 to the March 15, 2023, Regular Council Meeting. One motion was provided for both items.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to postpone the Public Hearing and Item No. 7 to the March 15, 2023, Regular Council Meeting.

There was no further discussion.

Motion to postpone carried 7-0

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

The city staff recommended 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. ES Highway 290, Manor, Texas

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and suggested for City Council to request parkland and in-lieu fees from the developer. He also suggested for the developer to give a plaza to the city. He requested for procedures to be given to developers.

Development Services Director Dunlop discussed the proposed Subdivision Concept Plan and clarified that policies and procedures were being provided to the developers.

Clarification was discussed if developer had talked to the Economic Development Department.

Discussion was held regarding the development's entry and exit points.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace, to 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. ES Highway 290, Manor, Texas

There was no further discussion.

Motion to approve carried 6-1 (Council Member Deja Hill voted against)

**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**

The city staff recommended 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).

Yungi Jung, 107 W. Boyce St., Manor, Texas, submitted a speaker card in support of this item; however, they did not wish to speak but were available to answer any questions posed by the City Council.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and discussed his point of view regarding neighborhood business in old town Manor.

Development Services Director Dunlop discussed the proposed rezoning request.

Discussion was held regarding clarification on development regulations in the downtown area.

Discussion was held regarding lighting regulations.

Ordinance: 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.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Moreno, to 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).

There was no further discussion.

Motion to approve carried 6-1 (Council Member Deja Hill voted against)

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

The city staff recommended that the City Council approve the first reading of 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).

Yungi Jung, 107 W. Boyce St., Manor, Texas, submitted a speaker card in support of this item; however, they did not wish to speak but were available to answer any questions posed by the City Council.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and discussed his point of view regarding the rezoning request.

Ordinance: 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.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Amezcua, to approve the first reading of 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).

There was no further discussion.

Motion to approve carried 6-1 (Council Member Deja Hill voted against)

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

The city staff recommended 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).

Yungi Jung, 107 W. Boyce St., Manor, Texas, submitted a speaker card in support of this item; however, they did not wish to speak but were available to answer any questions posed by the City Council.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and discussed his point of view regarding the rezoning request.

Mayor Harvey clarified that the proposal was aligned with the Comprehensive Plan and what voters had voted for in November.

Ordinance: 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.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Amezcua, to 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).

There was no further discussion.

Motion to approve failed 5-2 (Council Member Wallace and Council Member Deja Hill voted against)

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.

The city staff recommended 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.

Tommy Tucker with Legacy Performance Capital discussed and presented the attached PowerPoint presentation.

Topic of discussion:

- Right-of-Way Acquisition
- Junction
- Housing Dynamics & Middle-Income Housing
- Relevant Experience – The Isabella and Cooper's Square

Discussion was held regarding the timeline of the project.

Discussion was held regarding Public Utility Easements to the Wastewater lines.

Discussion was held regarding clarification on development proposal.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Weir, to 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.

There was no further discussion.

Motion to approve carried 5-2 (Council Member Moreno and Council Member Deja Hill voted against)

Assistant City Attorney Rivera apologized and clarified that Item No. 11 did not pass due to a super majority vote needed. She suggested that the item could be reconsidered by one of the Council Members that voted against to be brought back for discussion or be brought back to the next council meeting. Council Member Deja Hill and Council Member Wallace did not reconsider motion to approved failed. Minutes were corrected to reflect vote for Item No. 11.

13. Consideration, discussion, and possible action on tree mitigation fee-in-lieu for Shadowglen Phase 3 Section 1 and 2.

The city staff recommended 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.

Robert Battaile 502 E. Eggleston Street, Unit A, Manor, Texas, submitted a speaker card and expressed his thoughts regarding the proposed request and also asked for parkland.

Council Member Amezcua asked for Point of Order and stated she was not entertaining any questions at this time.

Development Services Director Dunlop discussed the proposed action on tree mitigation fee-in-lieu for Shadowglen Phase 3 Section 1 and 2.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve a tree mitigation fee-in-lieu for Shadowglen Phase 3 Section 1 and 2 in the amount of \$182.33 per caliper inch.

There was no further discussion.

Motion to approve carried 7-0

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

The city staff recommended that the City Council approve the Development Agreement for the LanZola Development.

Robert Battaile 502 E. Eggleston Street, Unit A, Manor, Texas, submitted a speaker card and expressed his thoughts regarding the proposed request.

Ricca Keepers along with Bernardo Reita with Lanzola discussed the proposed development agreement.

Topic of discussion:

- Commercial Opportunity
- Open Space
- Parkland
- Housing Development

Development Services Director Dunlop discussed the proposed agreement and highlights of the development.

Discussion was held regarding clarification on regulations for the manufacturing homes ownership.

Discussion was held regarding the cost of homes and home sizes.

Discussion was held regarding the size of lots.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the Development Agreement for the LanZola Development.

There was no further discussion.

Motion to approve carried 6-1 (Council Member Deja Hill voted against)

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.

The city staff recommended that the City Council approve 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.

Development Services Director Dunlop discussed the proposed annexation.

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.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve 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.

There was no further discussion.

Motion to approve carried 7-0

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.

The city staff recommended that the City Council approve Resolution No. 2023-04 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.

Development Services Director Dunlop discussed the proposed annexation.

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.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Resolution No. 2023-04 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.

There was no further discussion.

Motion to approve carried 7-0

Mayor Pro Tem Emily Hill left the meeting due to a personal emergency.

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

The city staff recommended that the City Council approve Resolution No. 20233-05 regarding a contract for the purpose of financing public works equipment.

City Manager Moore discussed the proposed contract for the purchase of financing public works equipment.

Public Works Director Woodard explained the equipment and maintenance summary assessment.

Discussion was held regarding the financing payment schedule.

Trevor Royal with HEIL of Texas spoke in regard to the quote that was provided to staff in the amount of \$490,767.25.

Mayor Harvey suggested to table item to be able to receive additional information on proposal.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to table the item until after Executive Session.

There was no further discussion.

Motion to table carried 6-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 9:46 p.m. on Wednesday, February 15, 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 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* at 9:46 p.m. on Wednesday, February 15, 2023.

The Executive Session was adjourned at 11:31 p.m. on Wednesday, February 15, 2023.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 11:31 p.m. on Wednesday, February 15, 2023.

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

The city staff recommended that the City Council postpone item to the March 1, 2023, Council Meeting due to missing information.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to postpone item to the March 1, 2023, Regular Council Meeting.

Discussion was held regarding clarification on postponement due to missing contract terms and quote.

Discussion was held regarding clarification on the new equipment purchased and life of equipment.

Discussion was held regarding clarification on the quote and purchase order issuance.

There was no further discussion.

Motion to postpone carried 6-0

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

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve ordinance No. 691 with amendments discussed in executive session.

There was no further discussion.

Motion to approve carried 6-0

There was no further action taken.

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 11:40 p.m. on Wednesday, February 15, 2023.

These minutes approved by the Manor City Council on the 1st day of March 2023. *(Audio recording archived)*

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes

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

Themes

Item 6.



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



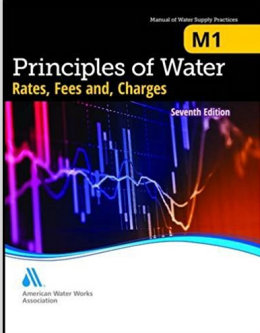
Financial Plan



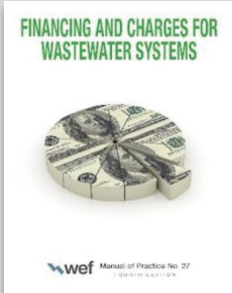
Rate Design



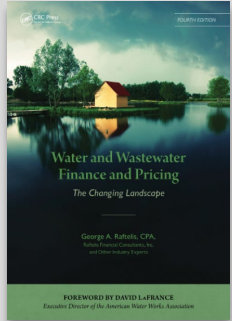
Guided by industry-standard financial planning and rate-setting approaches



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

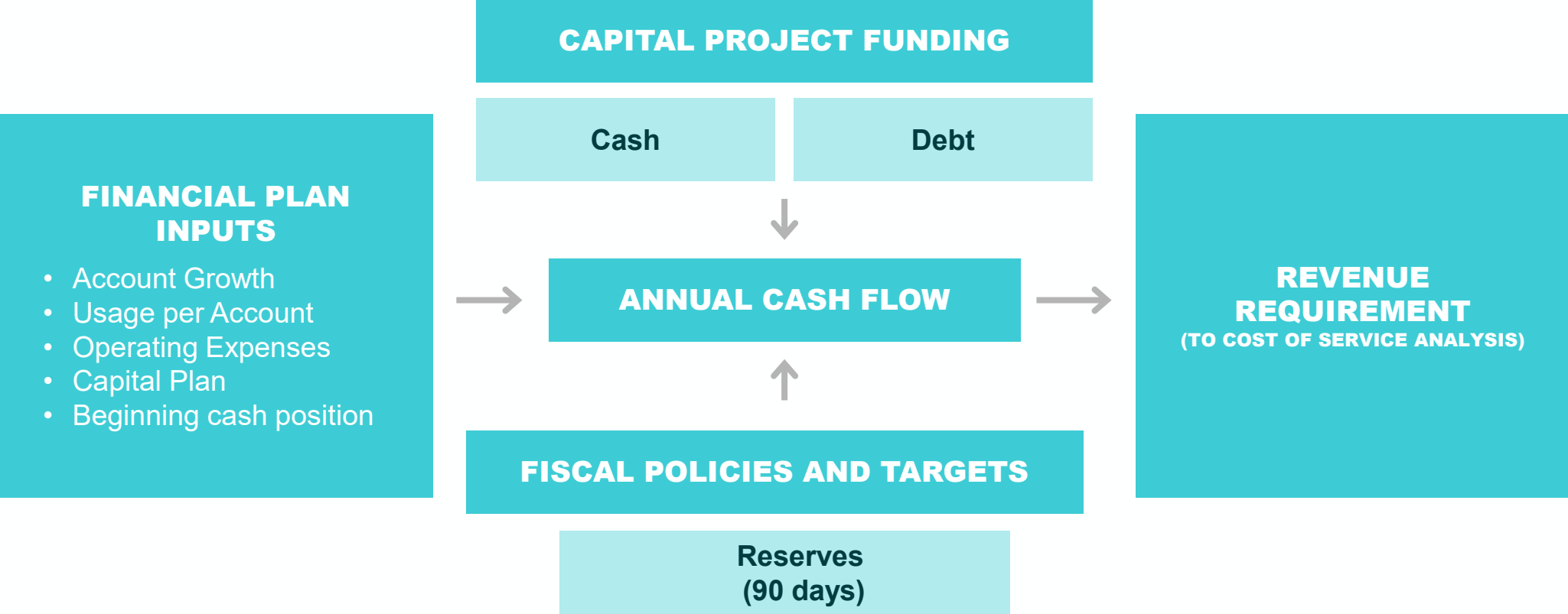


Water Environment Federation
Financing and Charges for Wastewater Systems



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

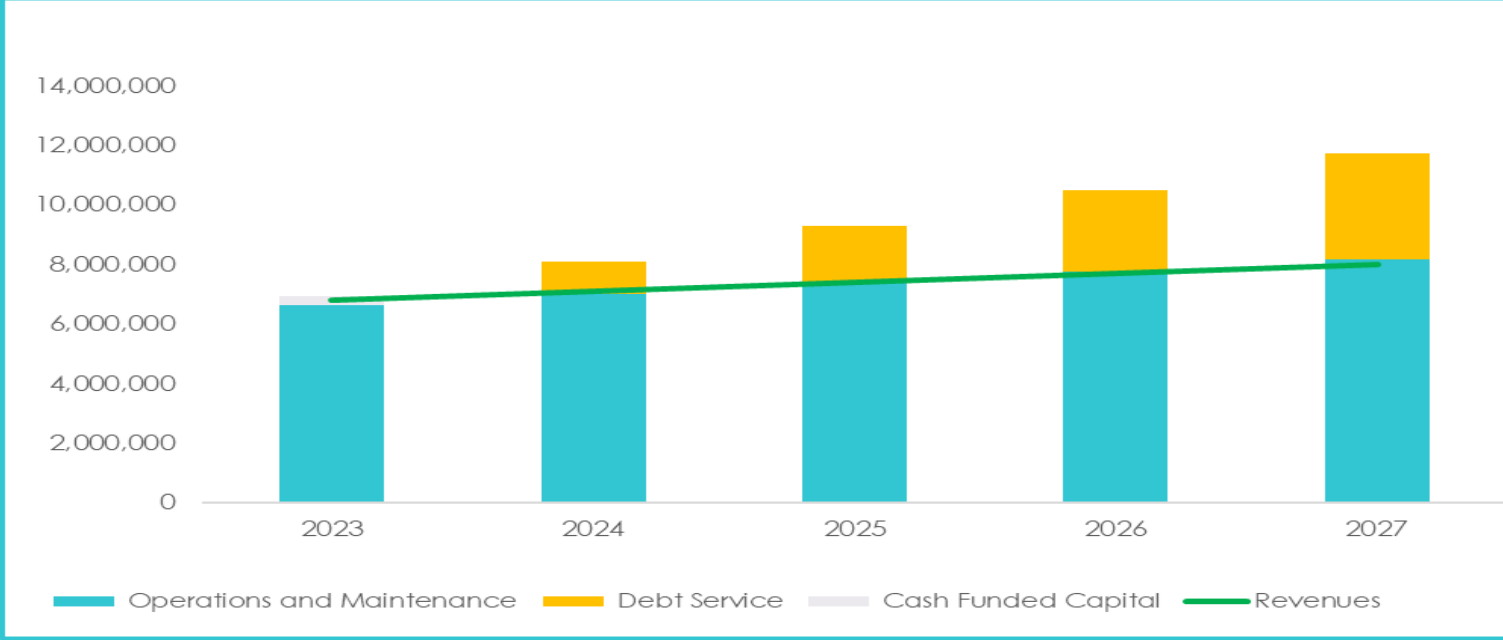
Utility Financial Plan



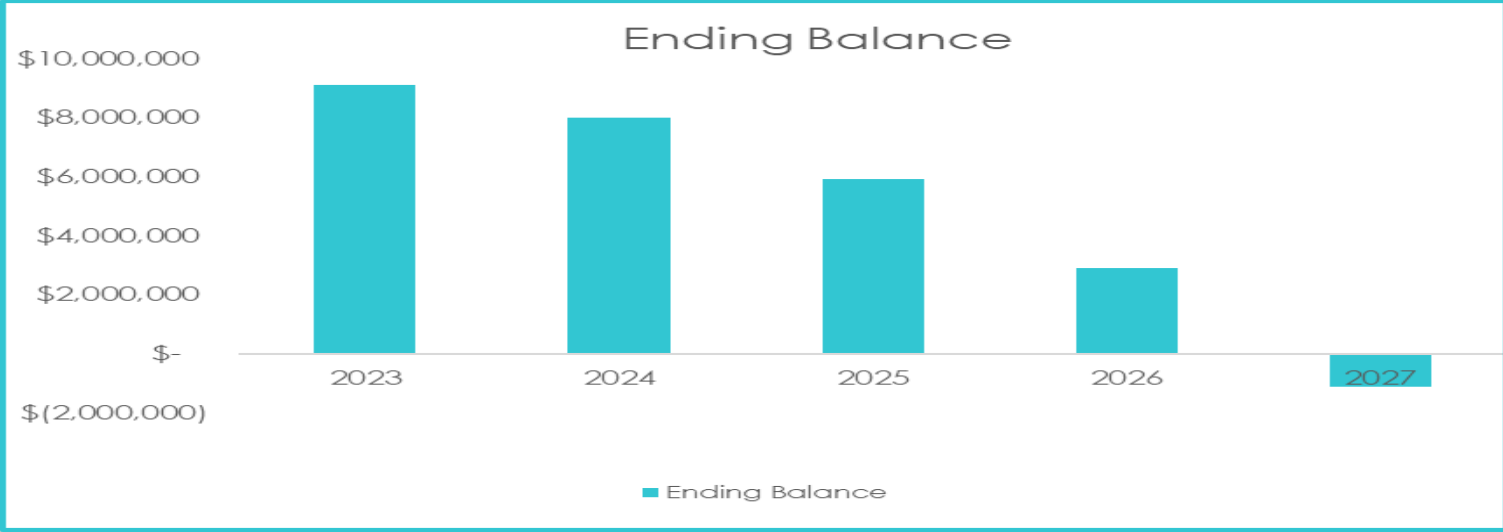
5-year Combined Cashflow Results

No Annual Increases

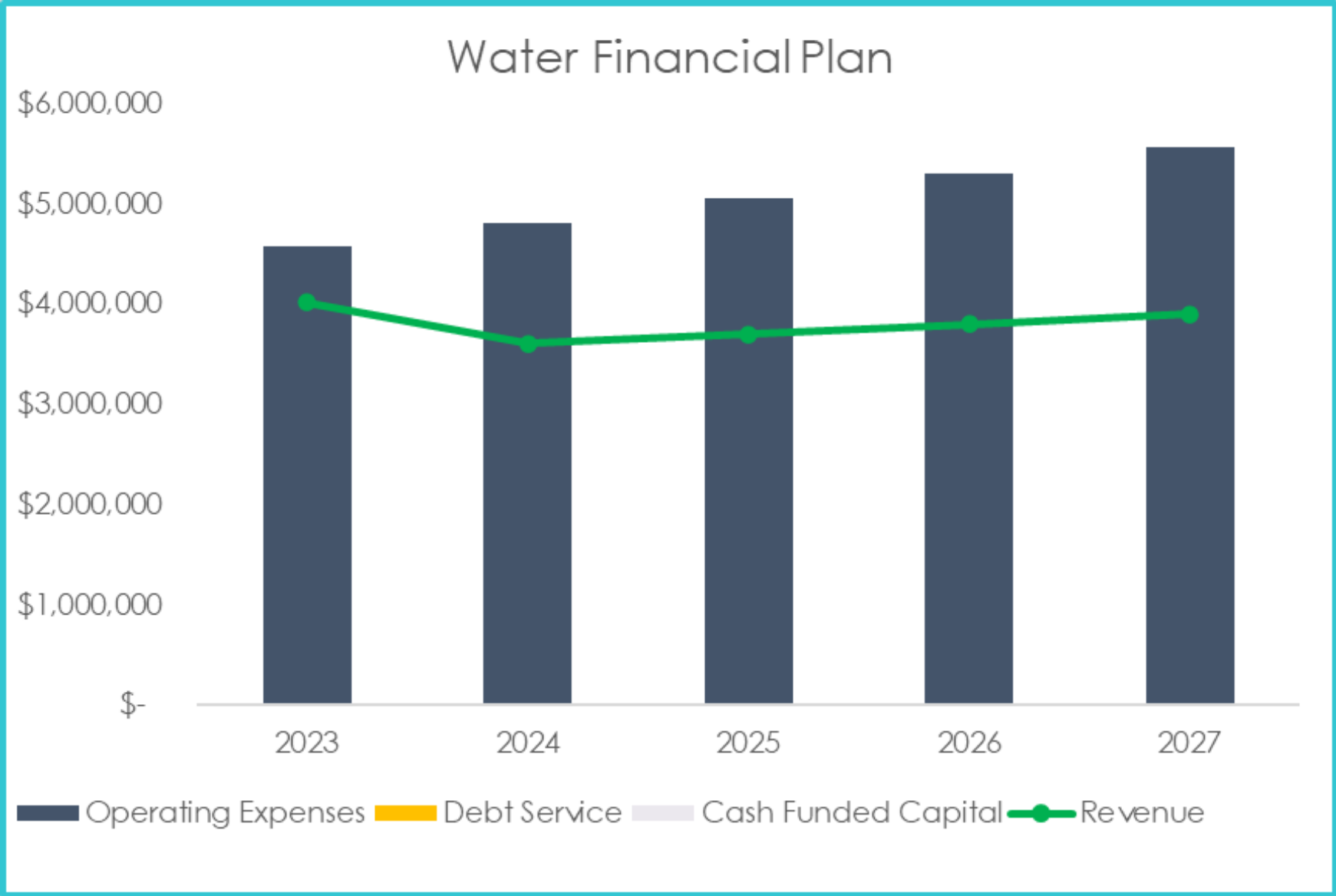
Operating Revenues and Expenditures



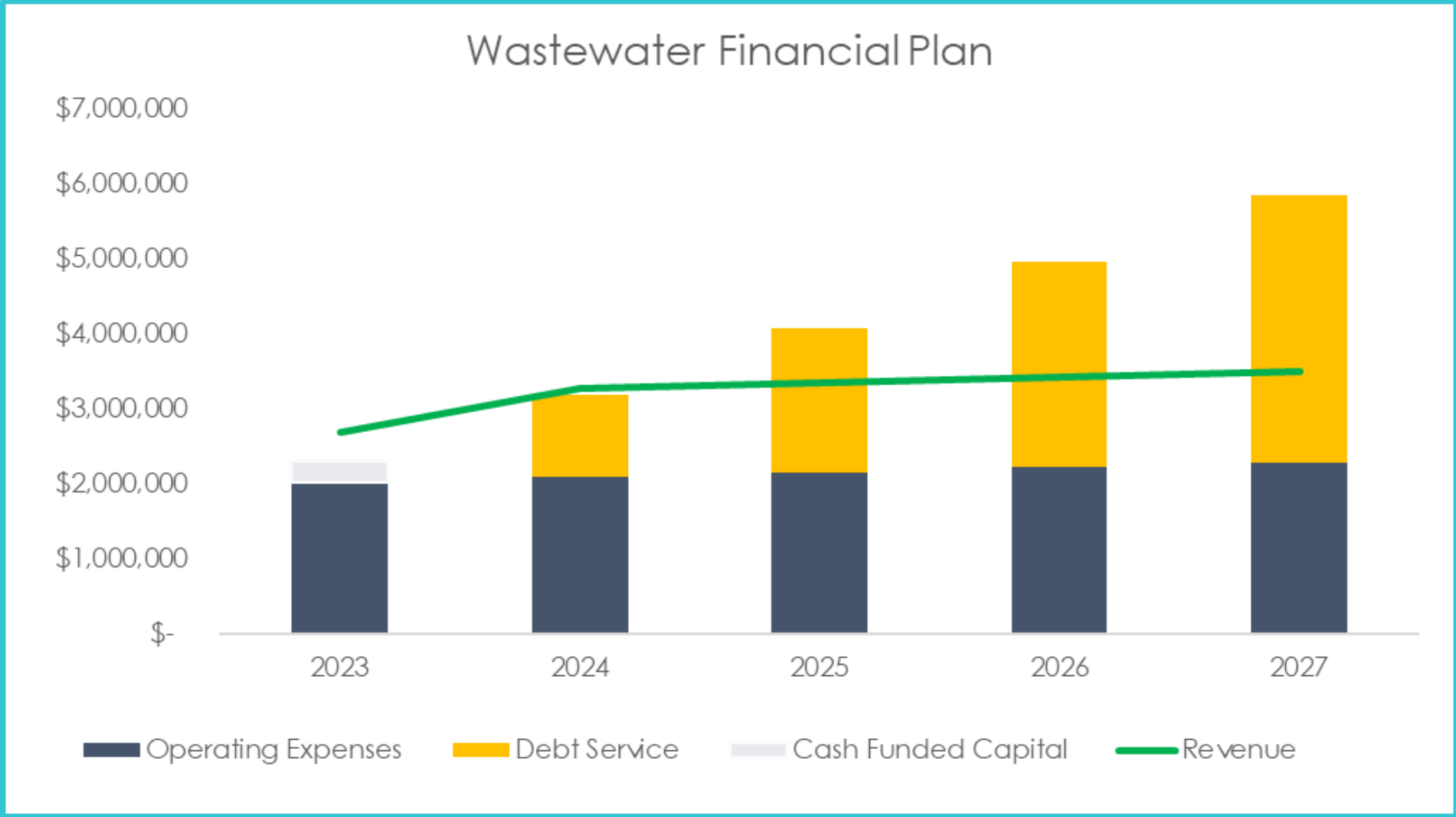
Operating Ending Fund Balance



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

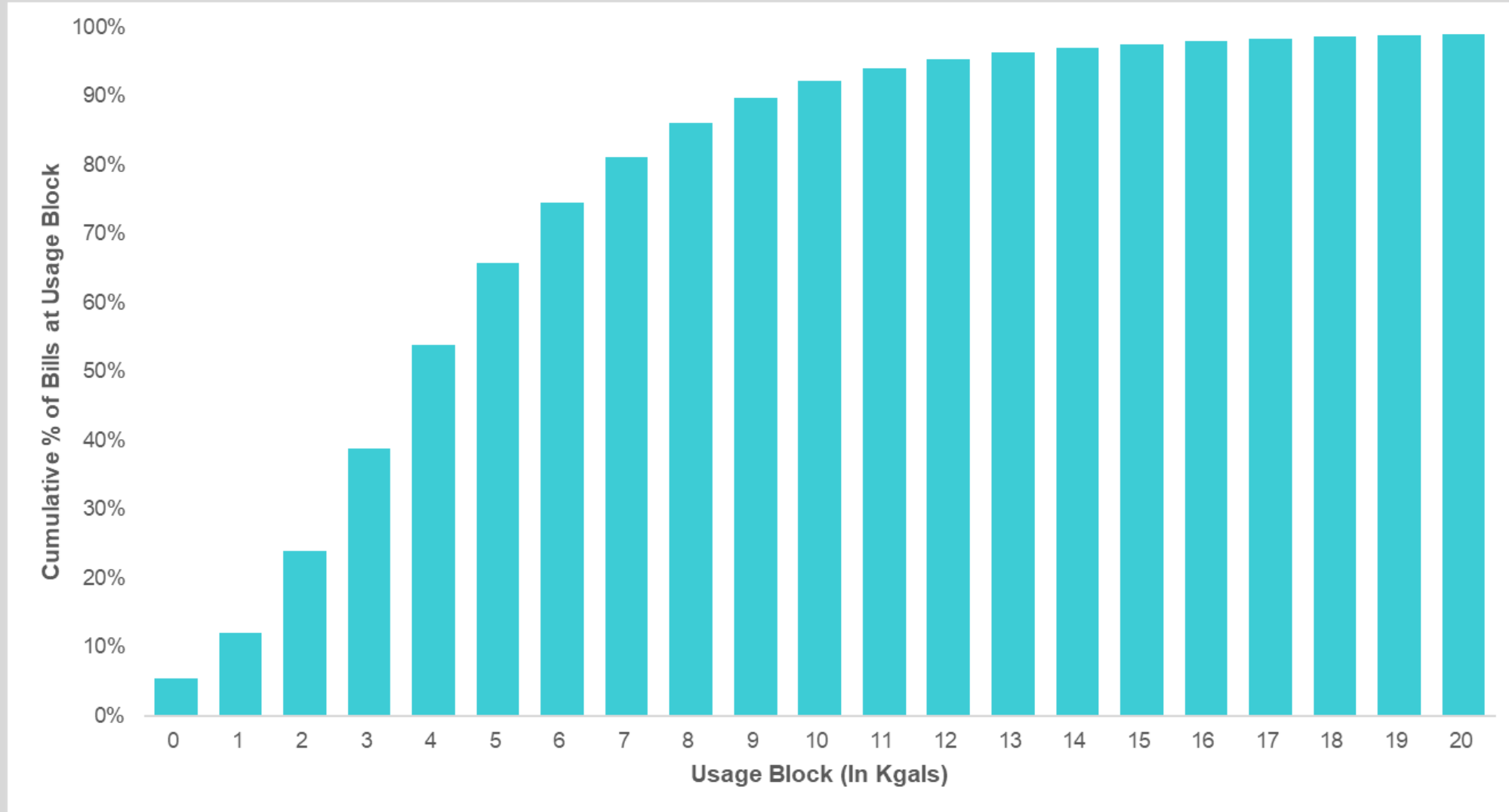
Recommendations



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

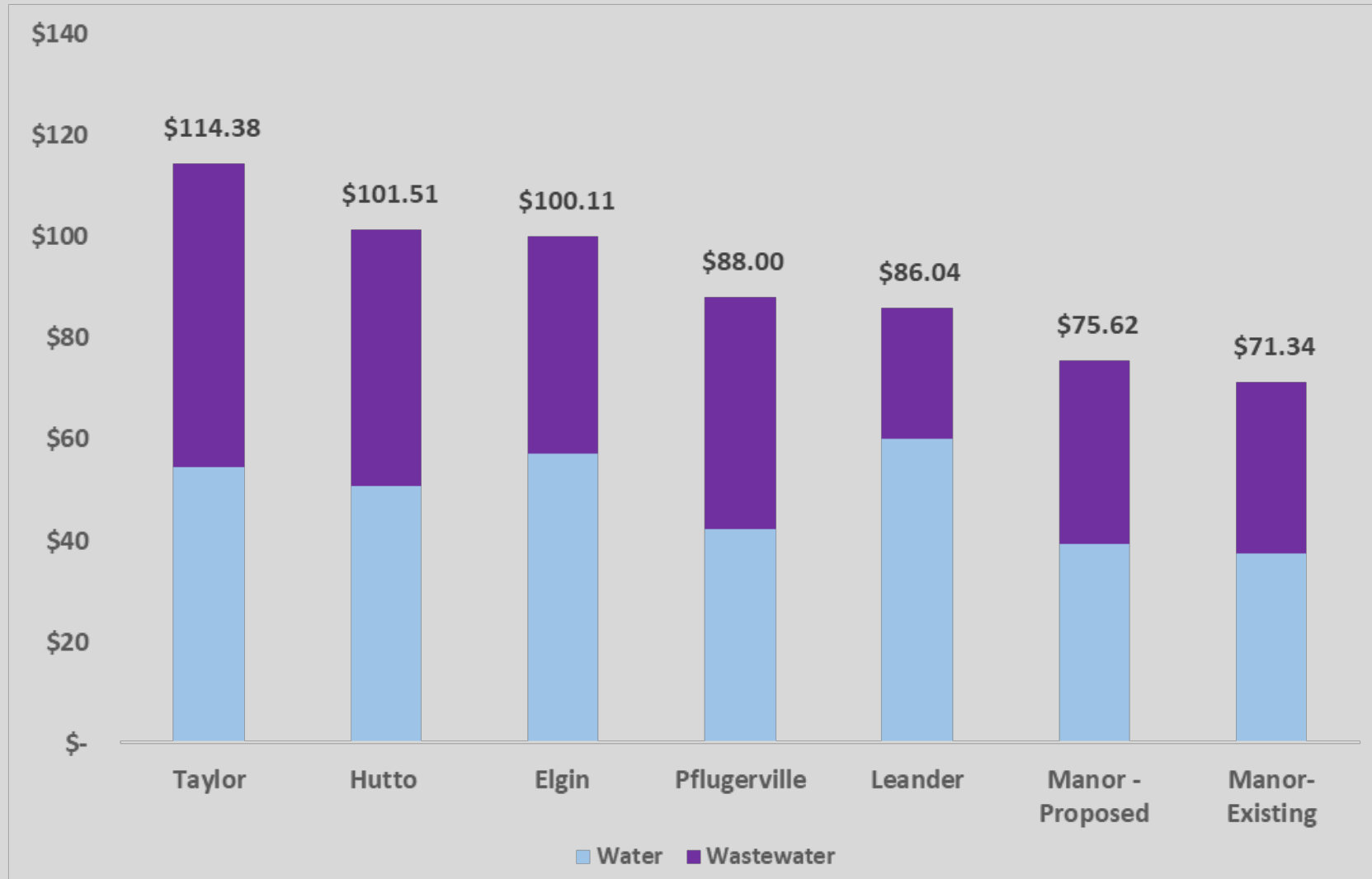
Peer Utility Survey



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

FEBRUARY 2023

RIGHT-OF-WAY ACQUISITION
PRESENTATION



PRESENTED BY:

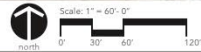
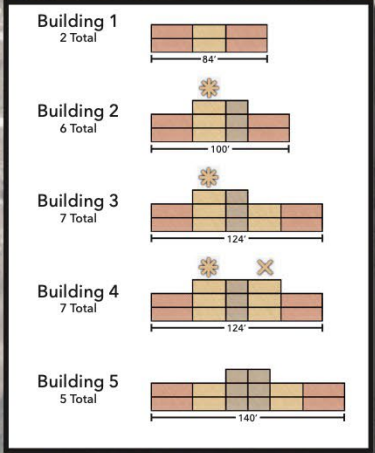
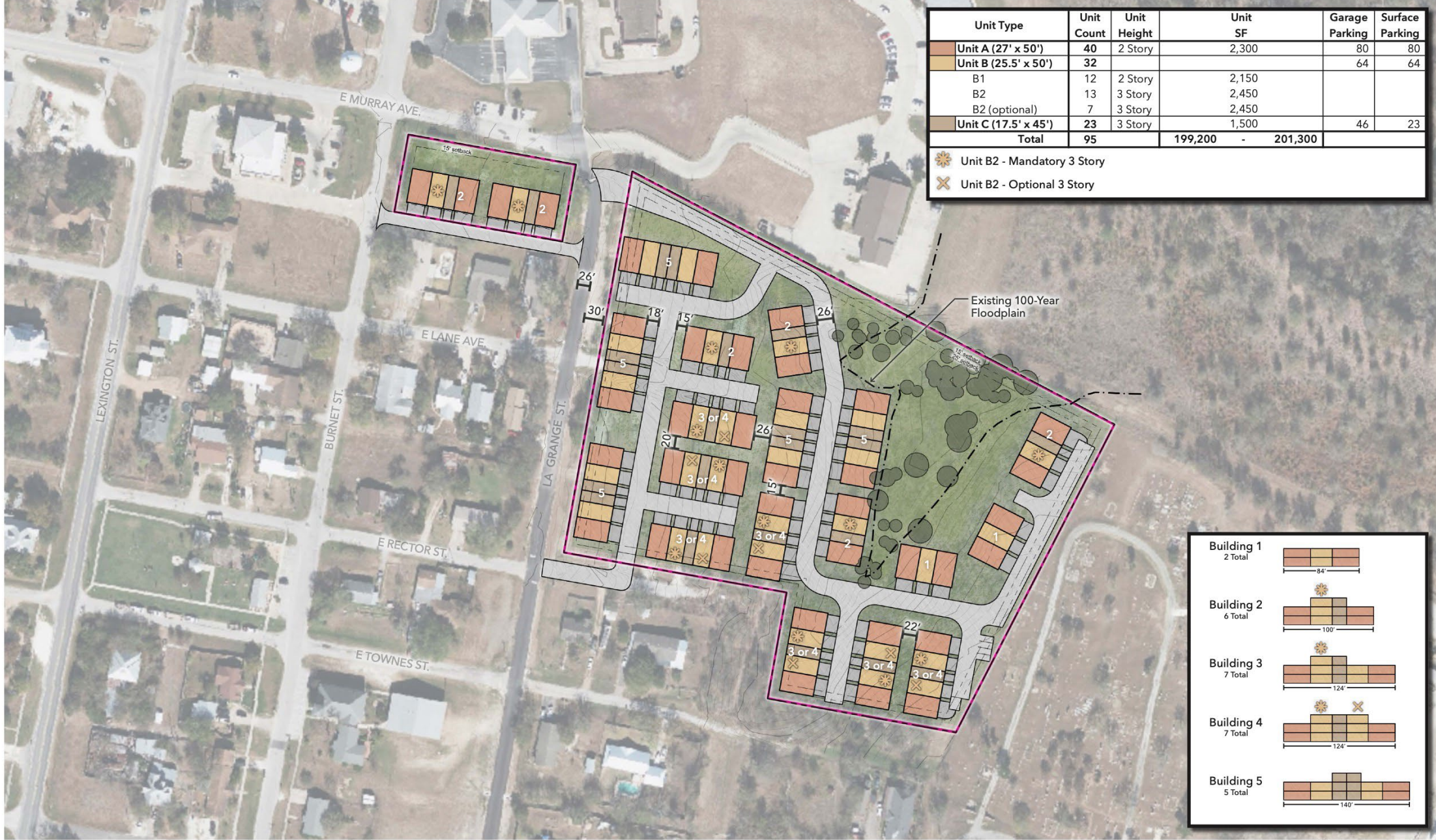


LEGACY

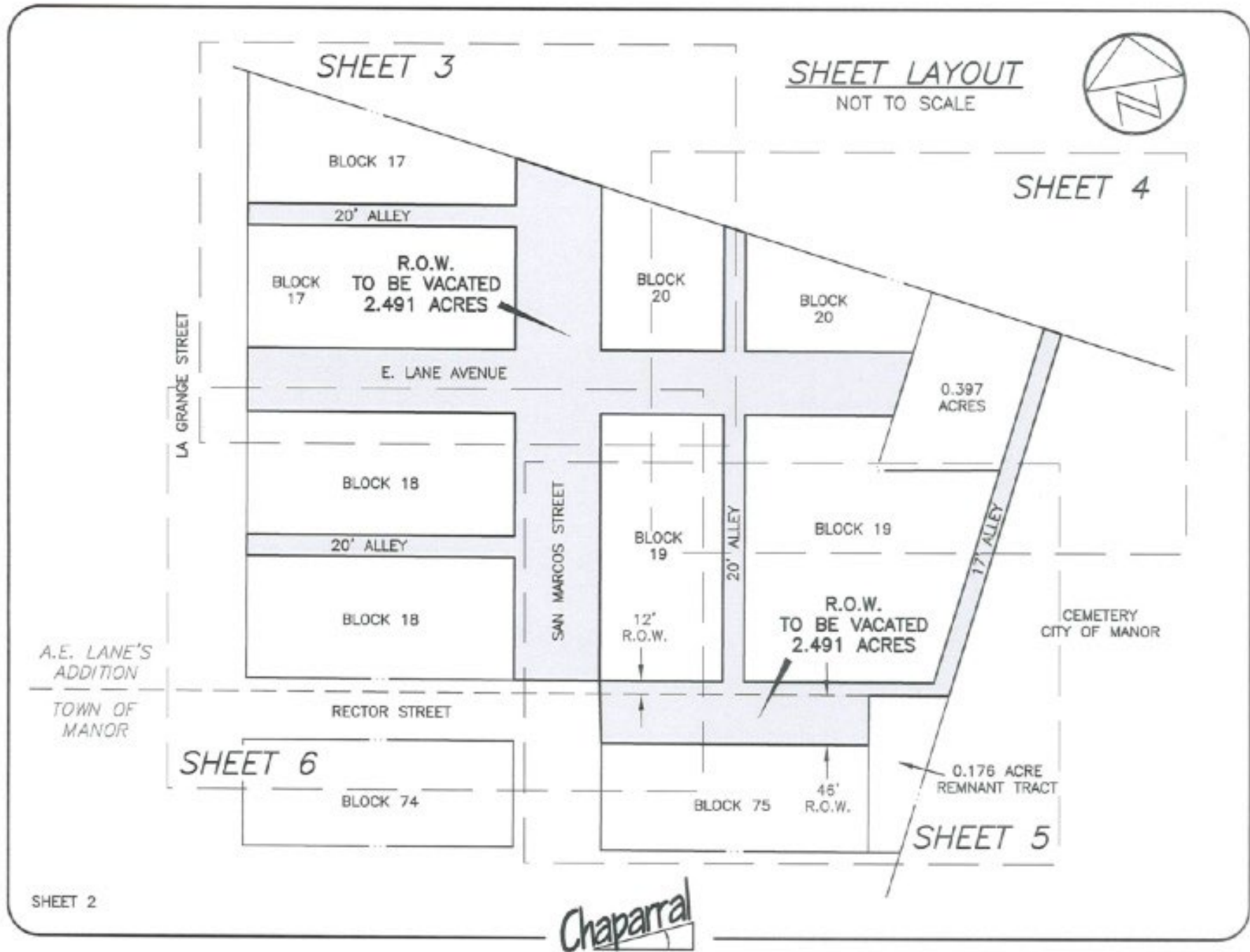
PERFORMANCE CAPITAL

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



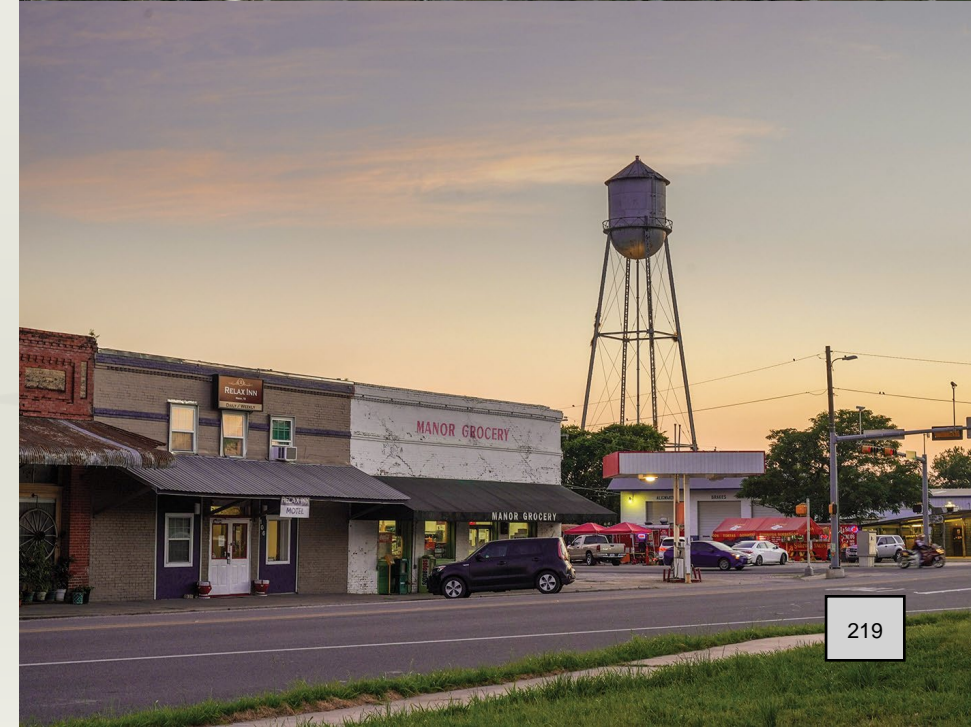
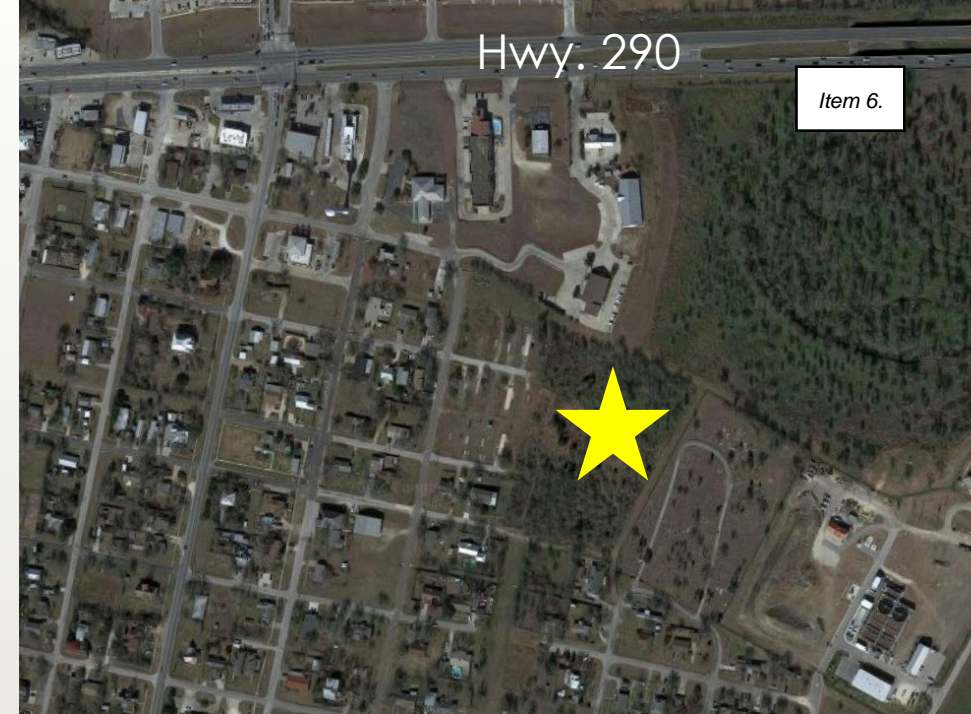
| JUNCTION

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

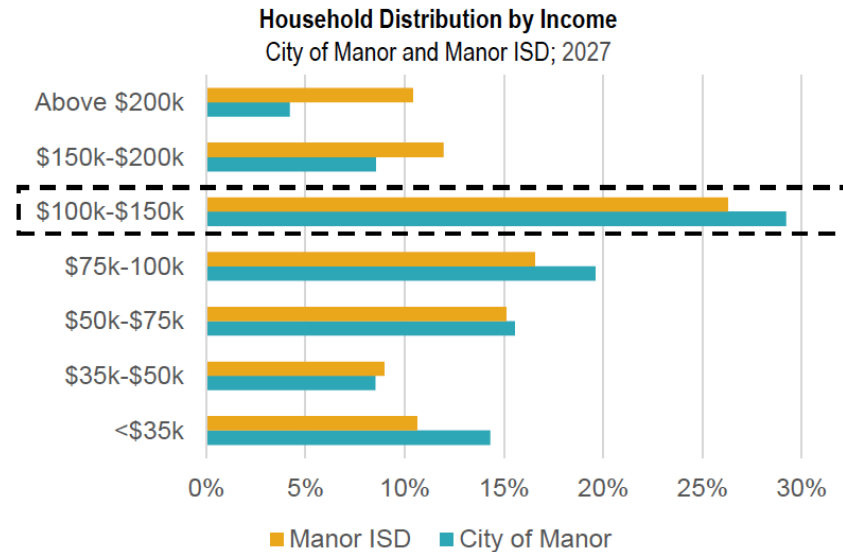
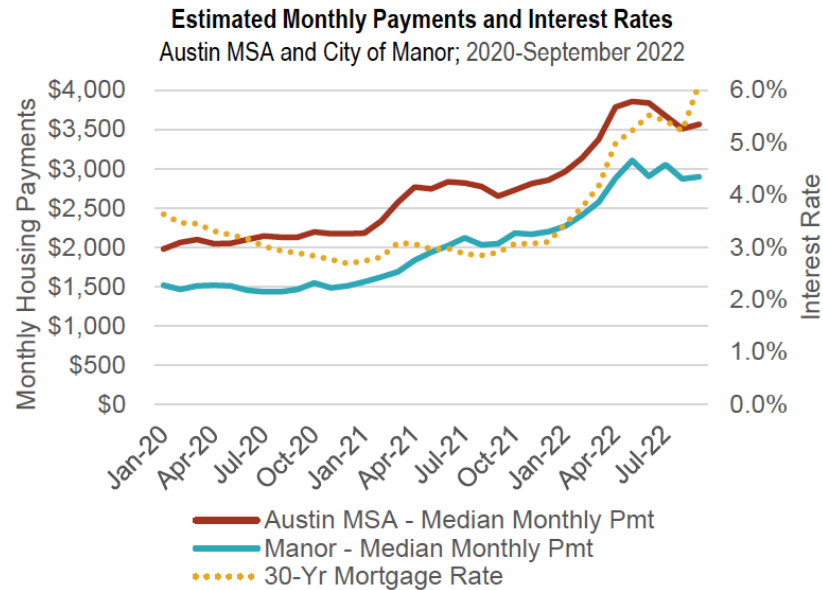
MANOR'S HOUSING DYNAMICS

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: March 1, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an Ordinance rezoning 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

The first reading was approved at the February 15, 2023, Regular Council Meeting

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

- Ordinance No. 692
- 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 second and final reading of Ordinance No. 692 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. 692

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. 692

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

PASSED AND APPROVED SECOND AND FINAL READING on this the 1st day of March 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

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).

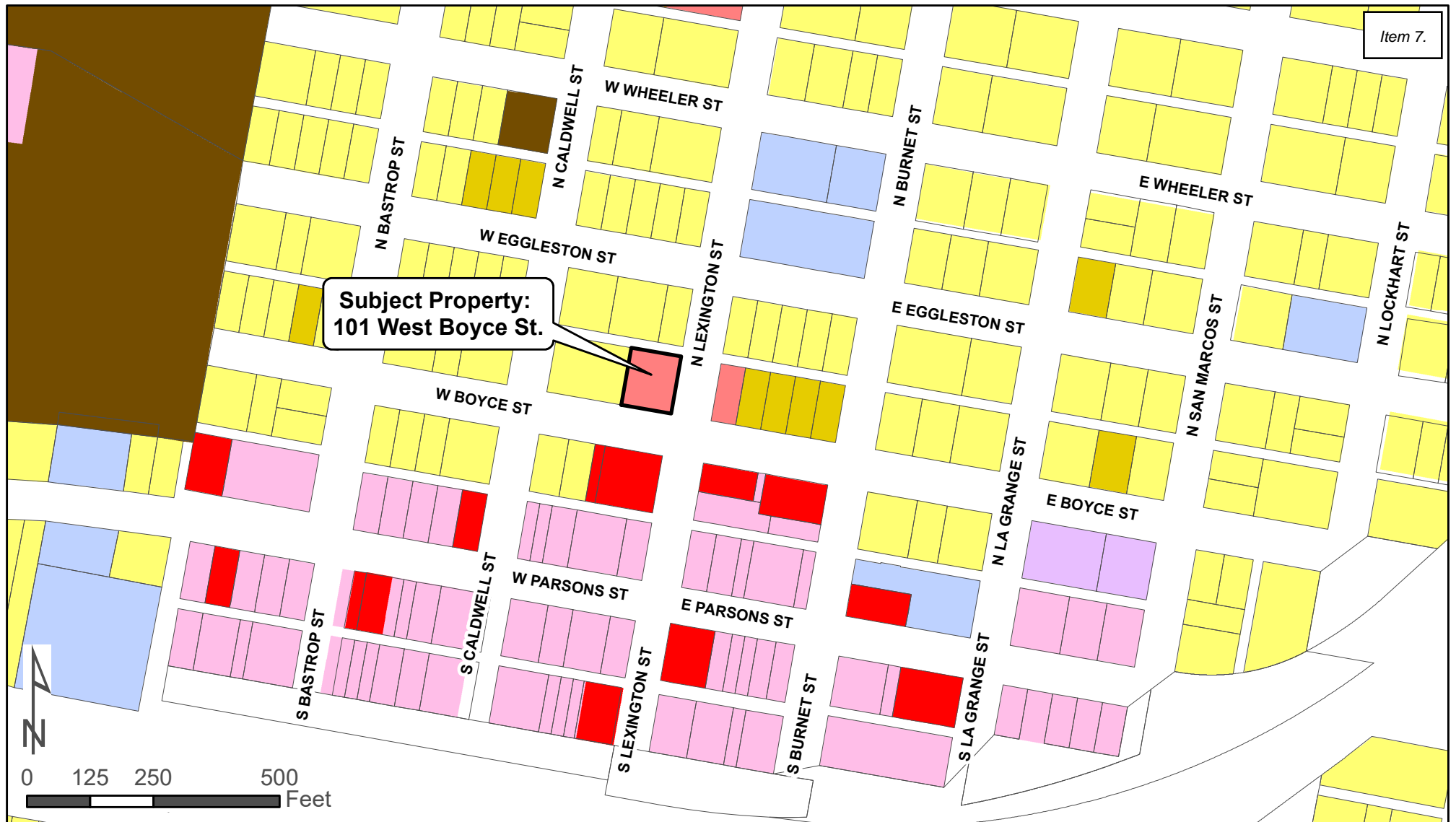
Manor city is planning to expand its central commercial area to revitalize the city and improve the quality of life of adjacent residential areas. To keep up with that idea, dense development of urban areas, especially divided into Downtown Mixed-Use uses including the site, will be required. However, 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)



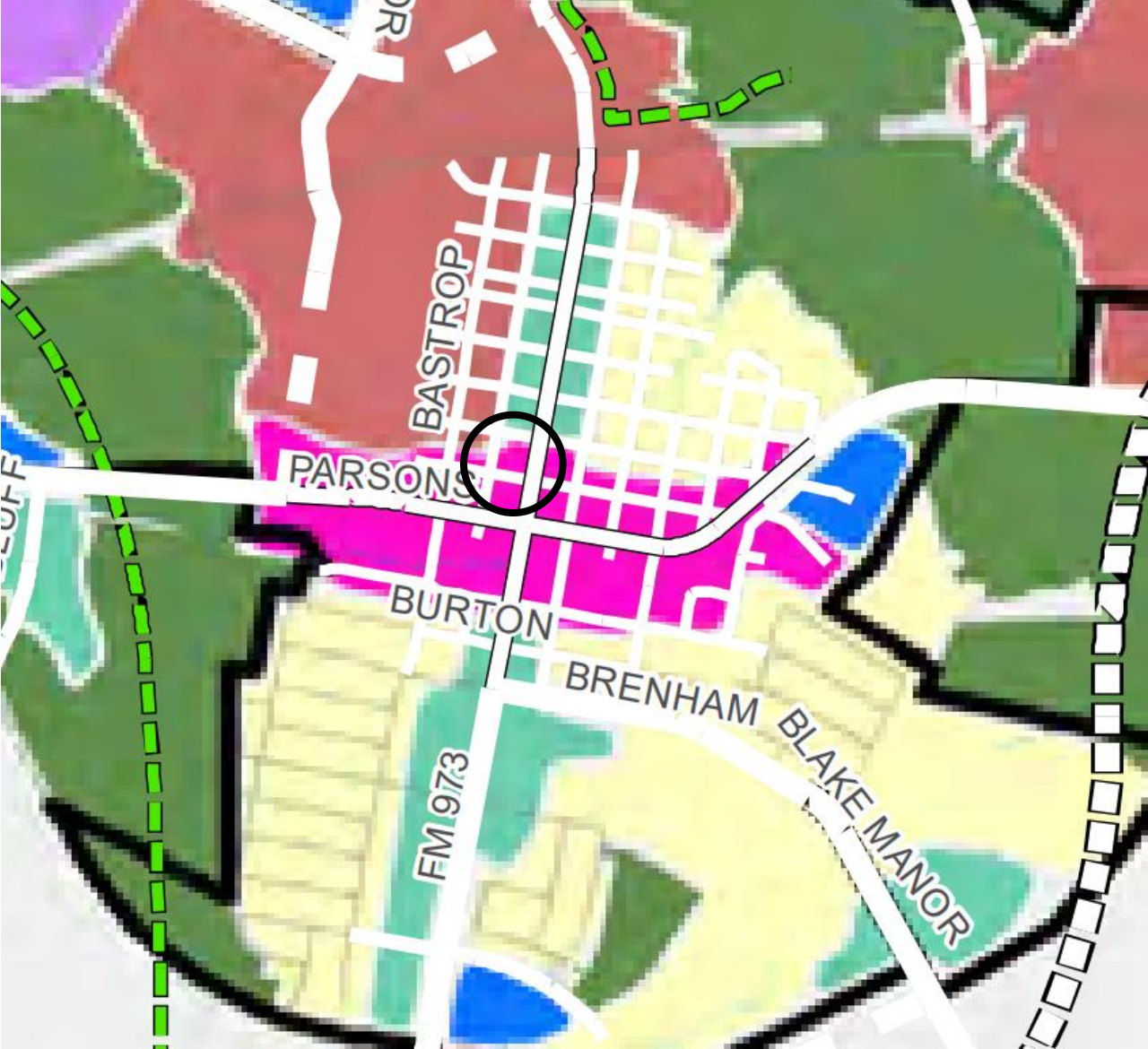
Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium 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 7.
-  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.

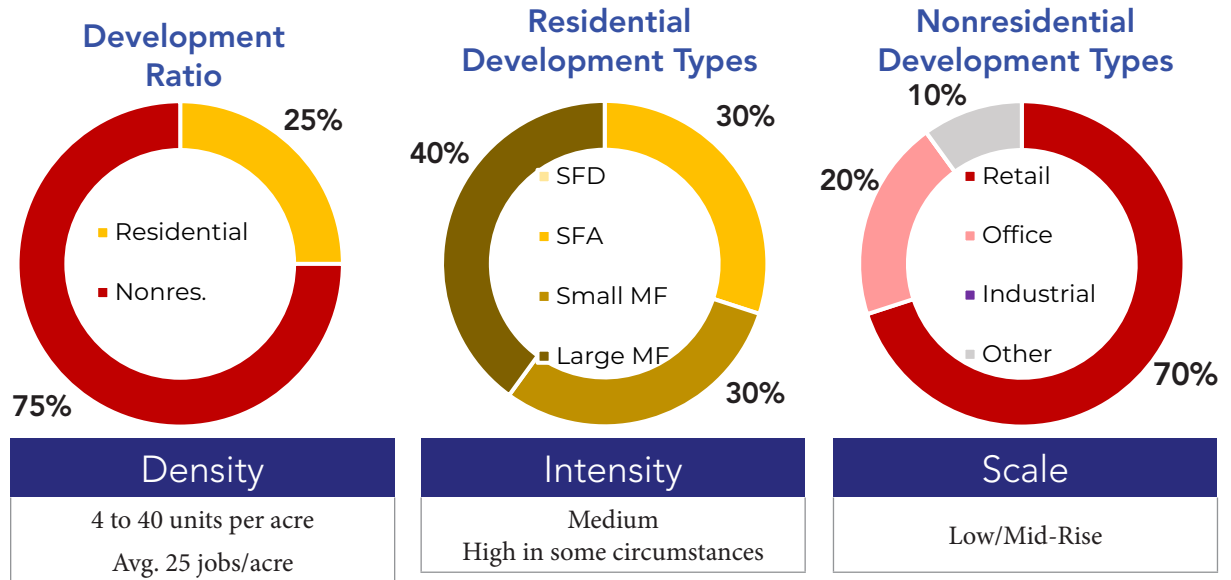
Not only is this area currently a mixed-use environment currently, but it is envisioned to see a strong reinvention via more density and a higher mix of uses in the future. This area should be designed to accommodate transit, should rail services extend to Manor from Austin. However, even if the rail 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

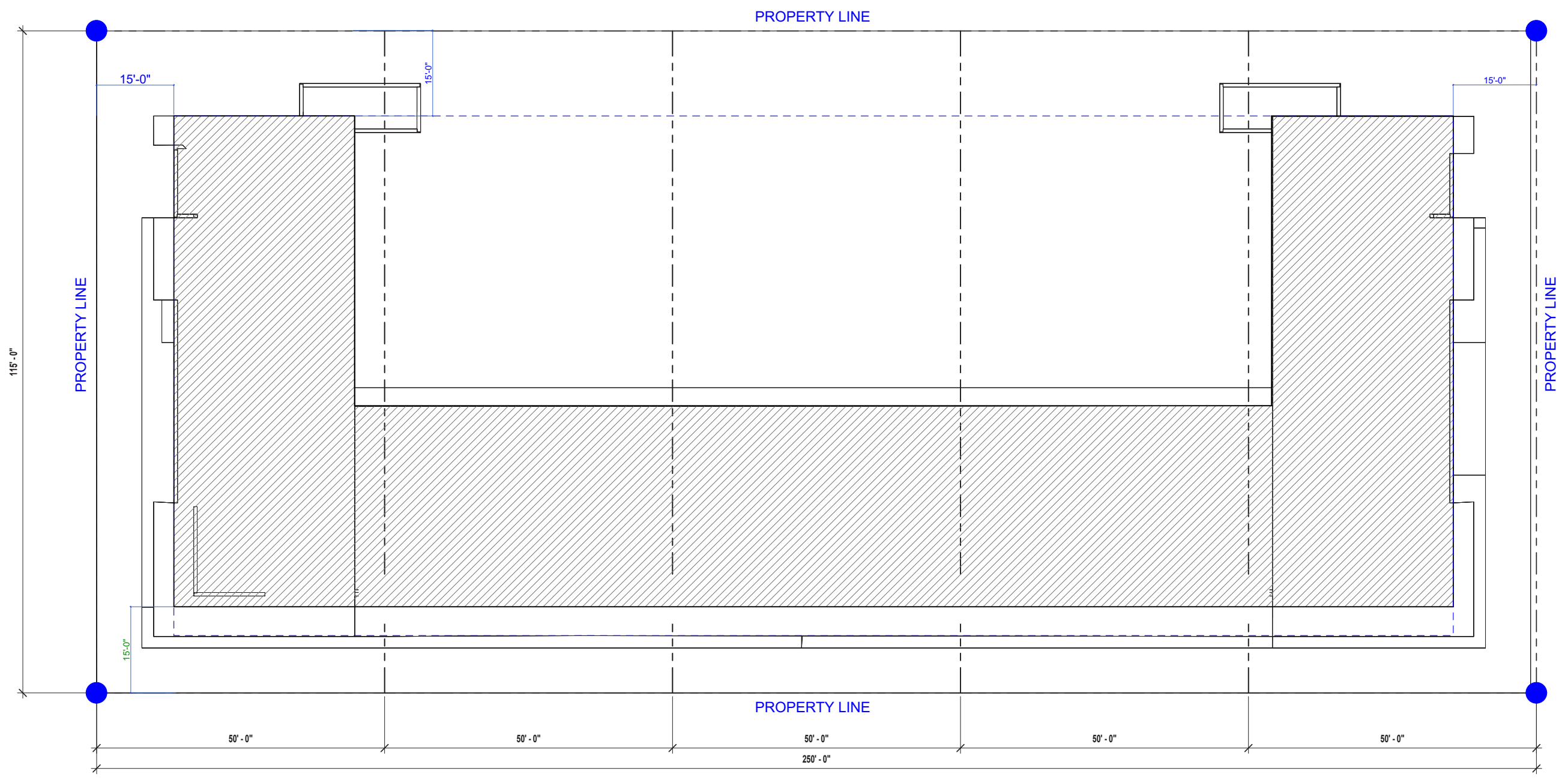


DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered compatible since the intent is to provide retail/services, activity centers and diversified housing to support surrounding neighborhoods and drive community identity/gathering
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
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.



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

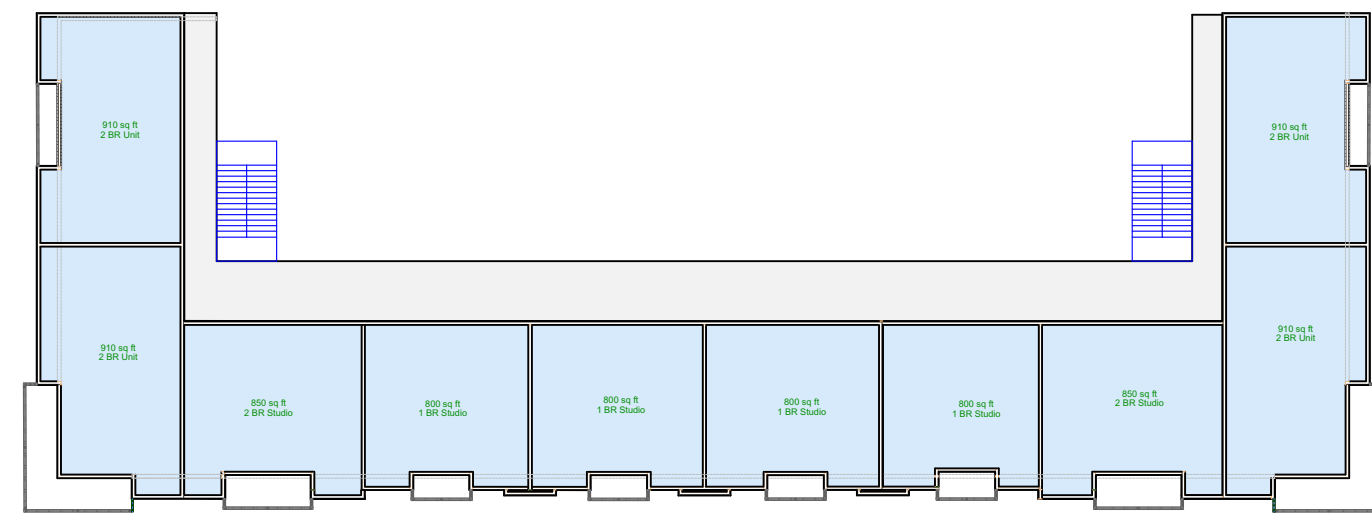
Zoning- DB
Setbacks:
Front - 15'-0"
Side- 0-10' to Non-Residential
20'-0" to Residential)
Rear- 20'-0" to Residential
0-10' to Non Residential
Street Side - 15'-0"

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

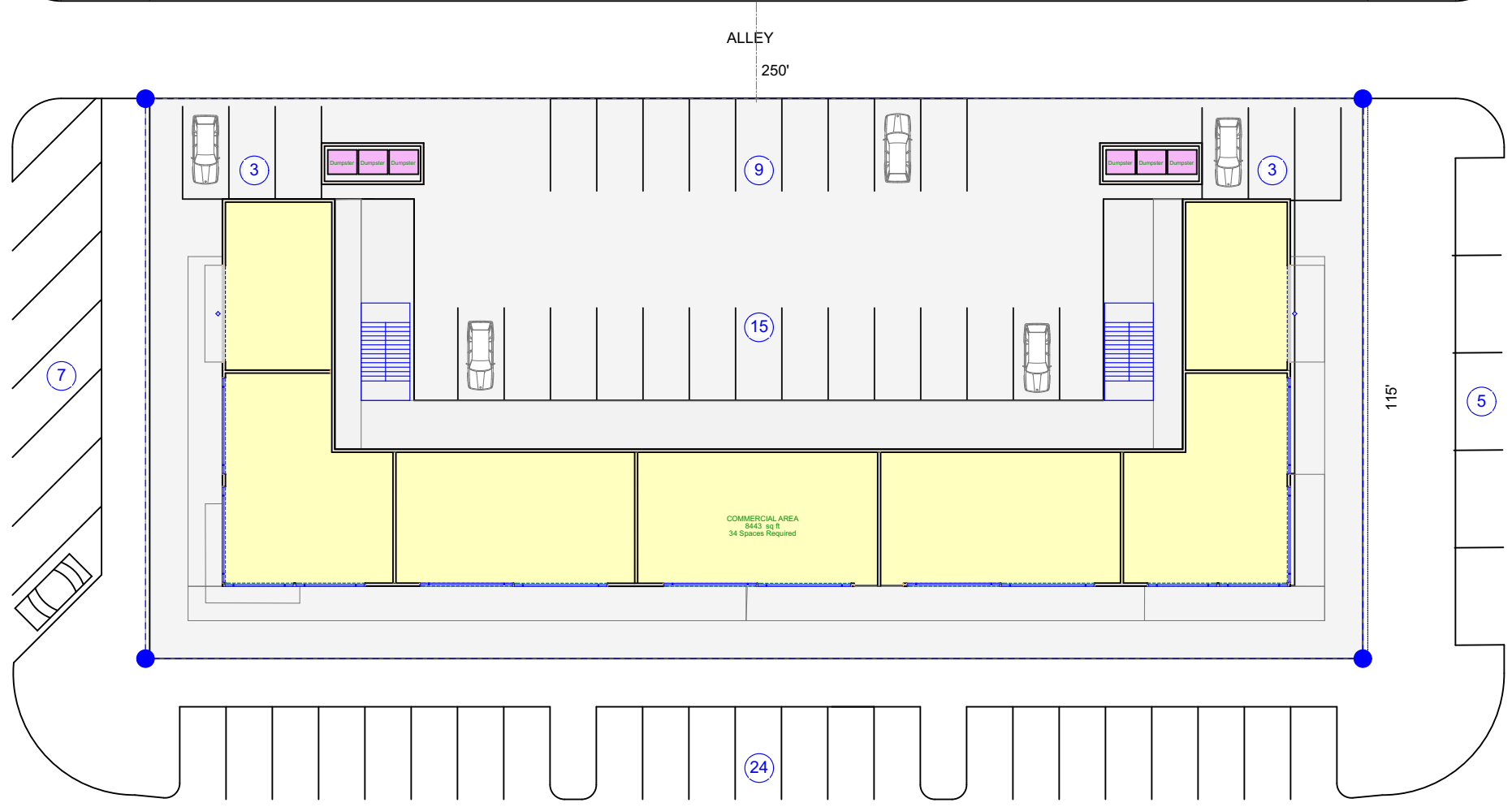
Parking Analysis
16 Residential Parking Spaces Required
34 Commercial Parking Spaces Required
TOTAL SPACES REQUIRED= 50

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

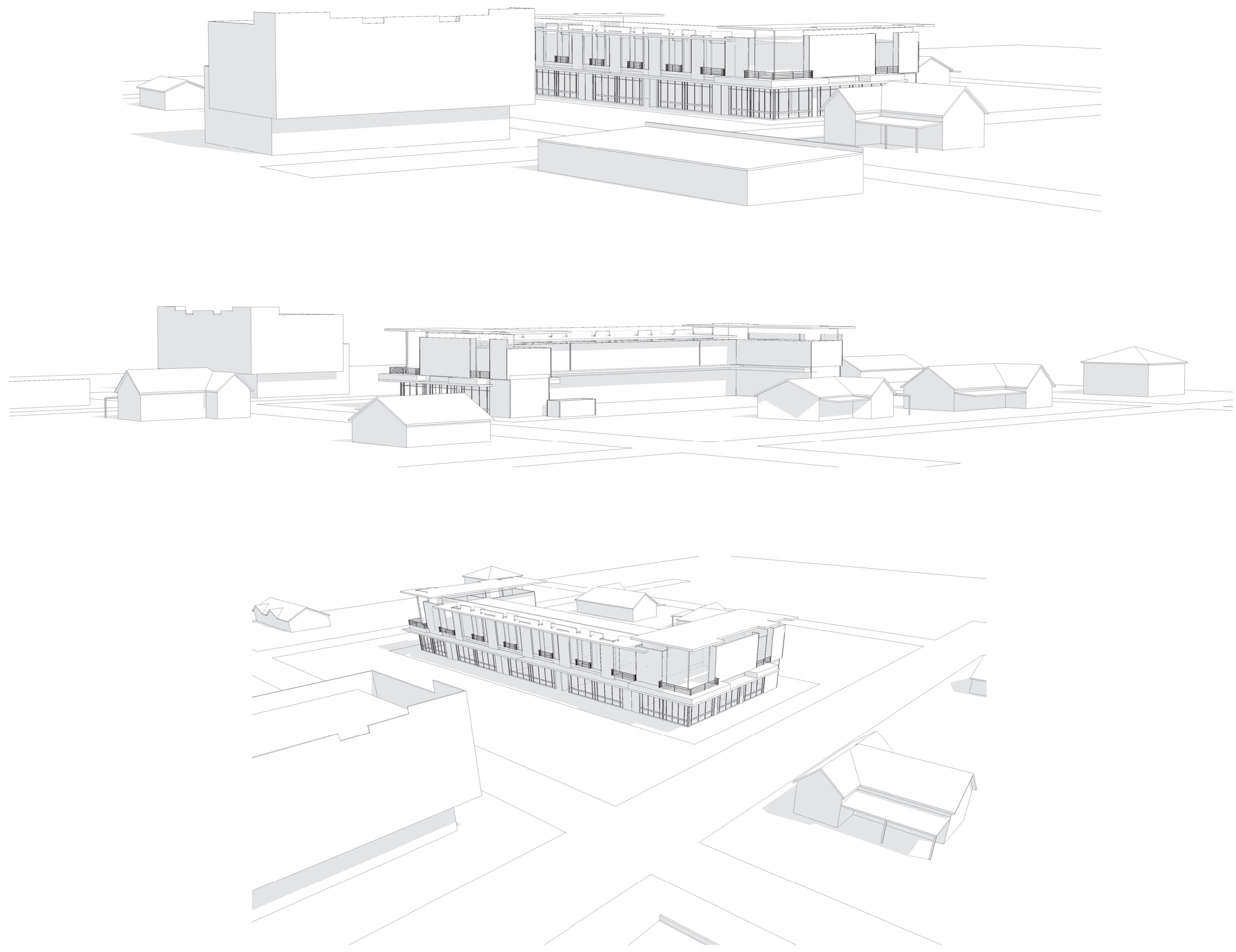
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**SCHEMATIC
DESIGN -1 LOT**



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702



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

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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 7.

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

238



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

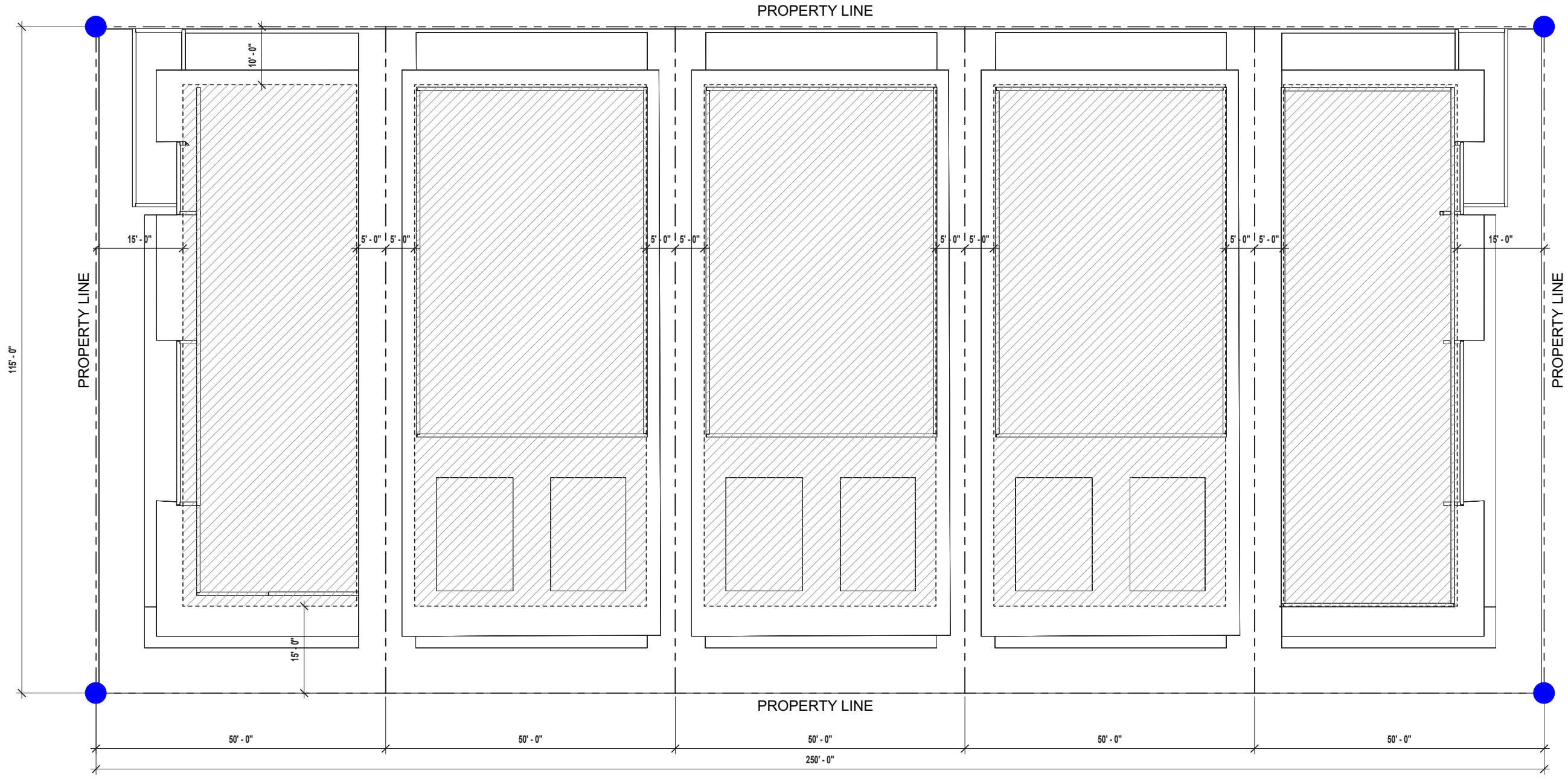
MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

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

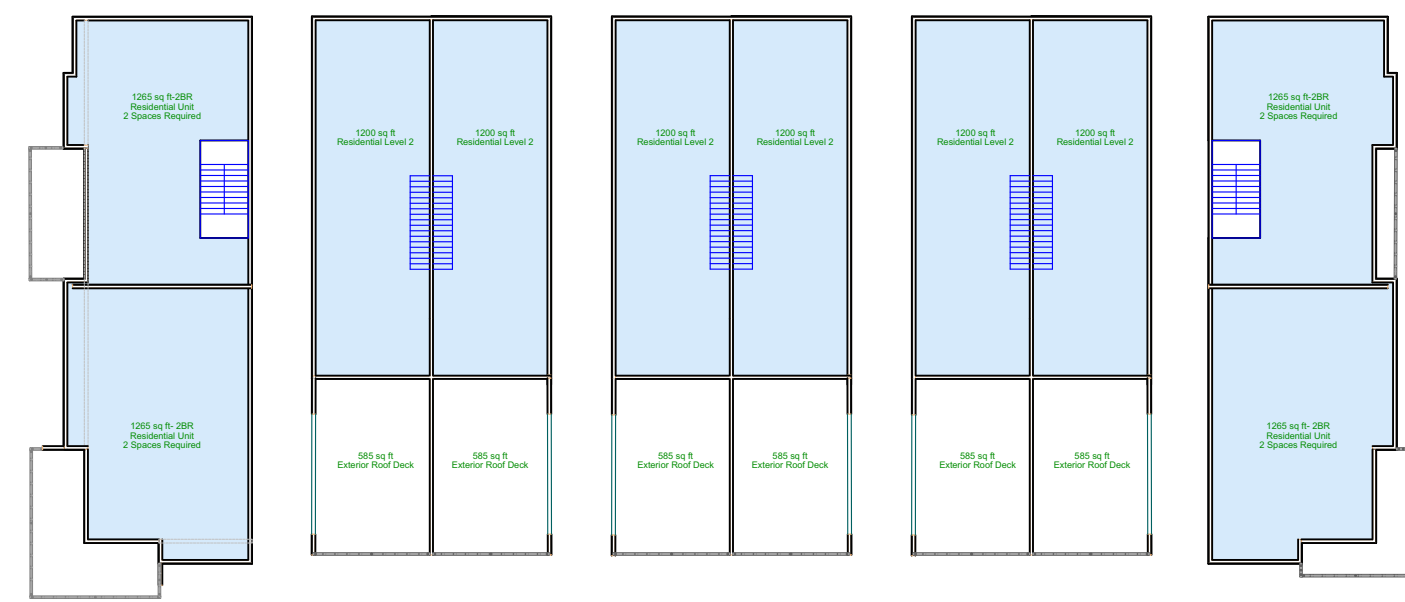
LOT 1: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 2000 sf
 Level 2 Residential-
 (2) 2BR Units 1265 sf each
 Parking Required- 12 Spaces
 On-Site Parking- 4 Spaces

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

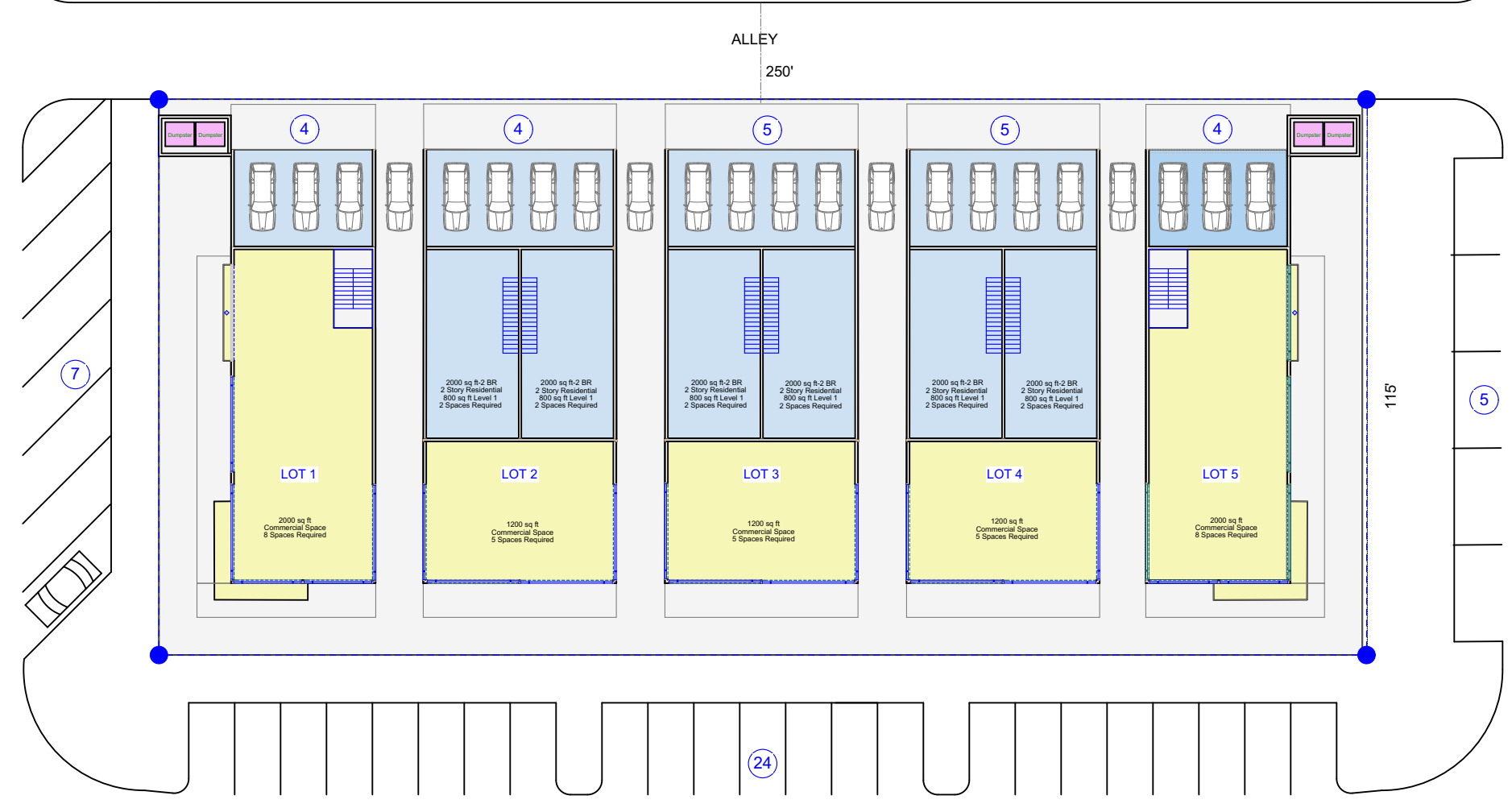
LOT 3: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 1200 sf
 Level 1 & 2 Residential-
 (2) 2 BR Townhome- 2000 sf each
 Parking Required- 9 Spaces
 On Site Parking- 5 Spaces

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

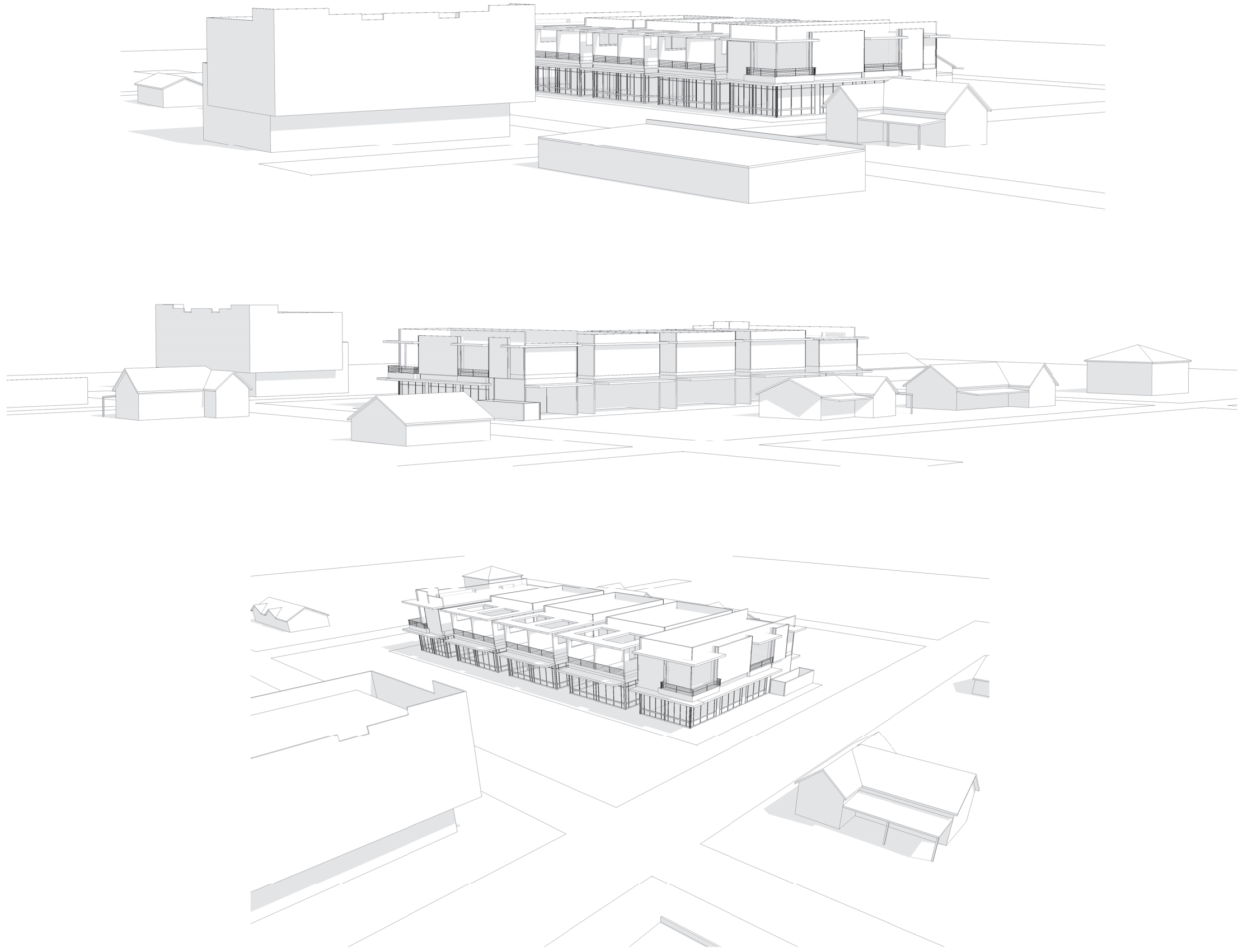
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**SCHEMATIC
 DESIGN- 5 LOTS**



ELEMENT 5
ARCHITECTURE

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

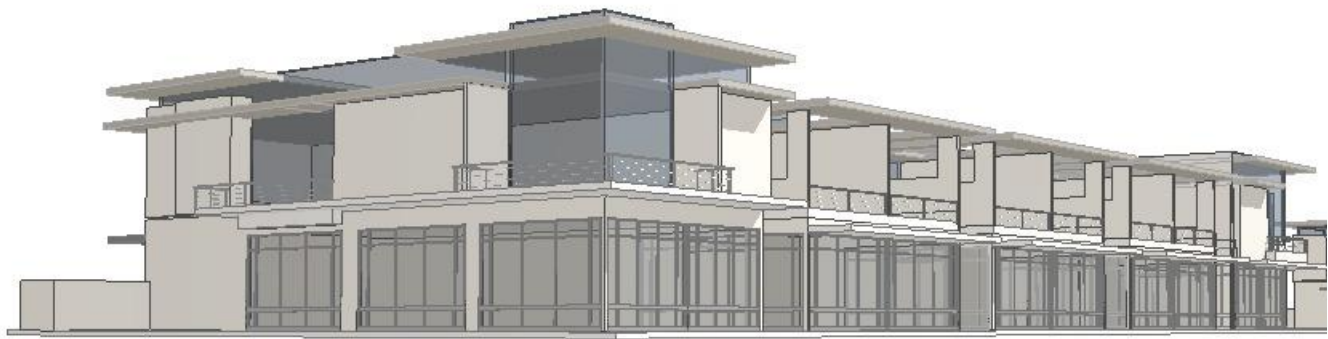
01.2

1 AERIAL VIEW- 5 LOTS

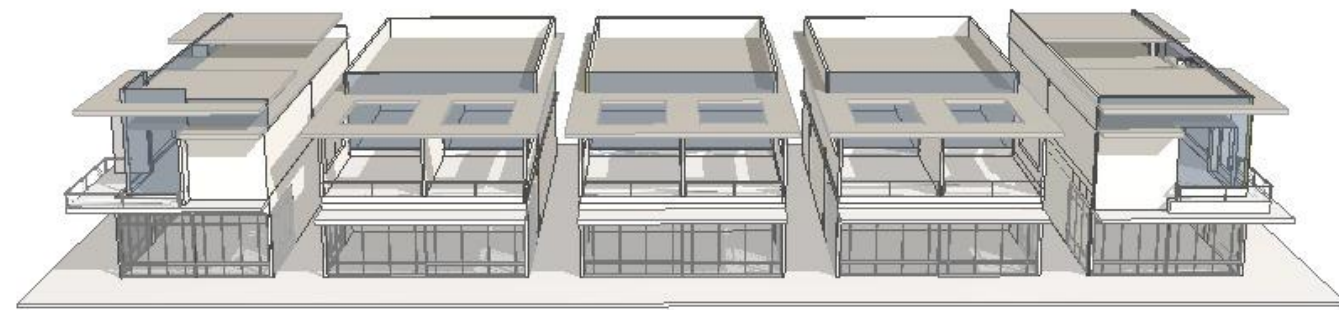


ELEMENT 5
ARCHITECTURE

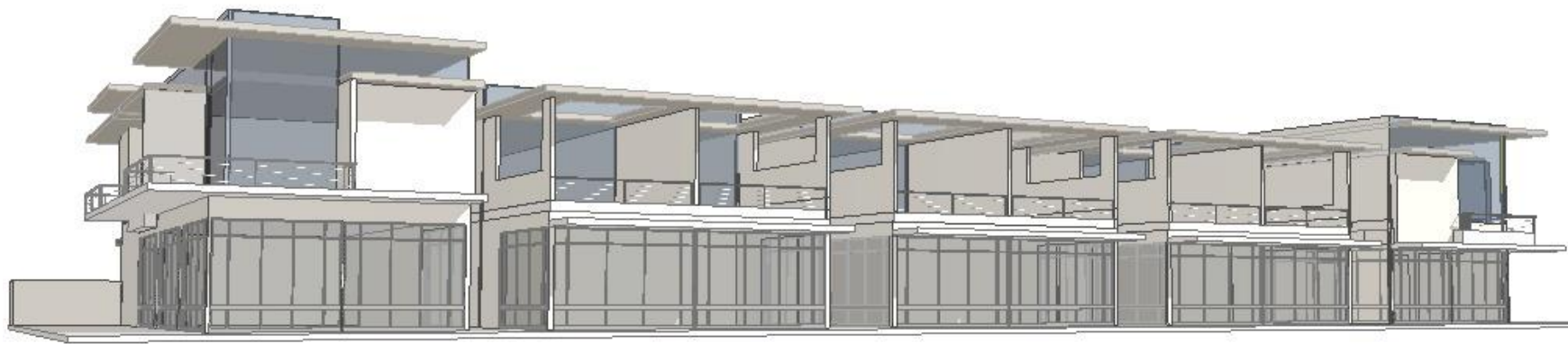
1212 Chicon, Unit 101
Austin, Texas 78702



1 PERSPECTIVE VIEW- 5 LOTS



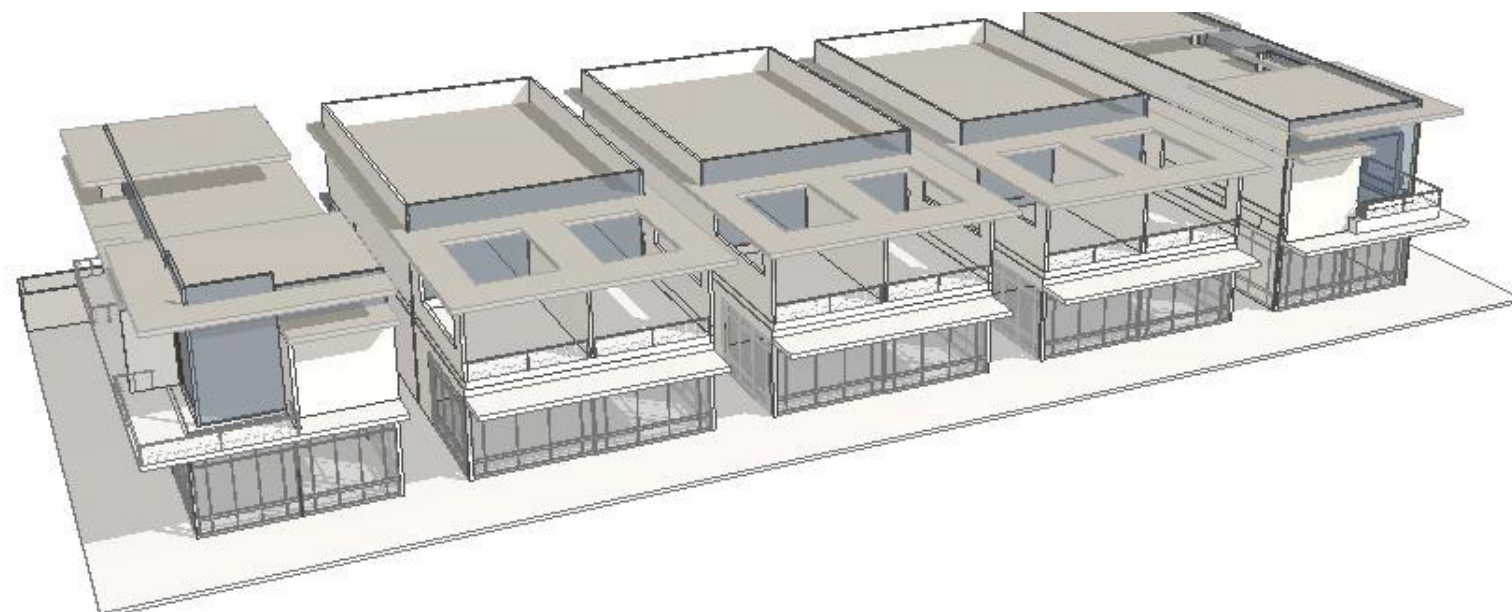
4 AERIAL VIEW- 5 LOTS



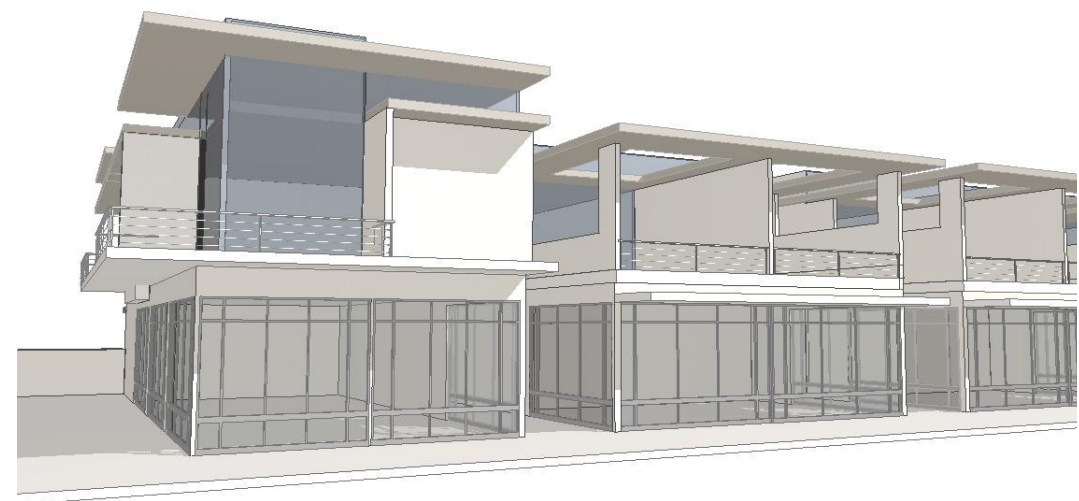
2 PERSPECTIVE VIEW- 5 LOTS



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
Harlingen TX 78550

Davis Capital Investments LLC
PO Box 268
Manor TX 78653

Behzad Bahrami
PO Box 82653
Austin TX 78708

Tancor LLC
9009 Fairway Hill Dr
Austin TX 78750

2017 Manor LLC
203 W Parsons St
Manor TX 78653

Barbarita Samudio Sanchez
PO Box 142
Manor TX 78653

Ross Etux Nunn
PO Box 207
Manor TX 78653

Ramon E Jr Paiz
PO Box 280
Manor TX 78653

Juan Ojeda Mendez
104 E Eggleston St
Manor TX 78653

Moses Acosta
106 Eggleston St
Manor TX 78653

Miguel Angel & Gloria Alvarado
PO Box 294
Manor TX 78653

Jose Sabas Castillo
PO Box 1097
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

Nora L & Jose A Jr Sanchez
PO Box 232
Manor TX 78653

Lillie M Nunn
PO Box 207
Manor TX 78653

Maria Rocha
207 W Boyce St
Manor TX 78653

William C Gault
PO Box 32
Manor TX 78653

**Colle Foster & Stephen Snyder
McDonnel**
103 W Eggleston St
Manor TX 78653

James T, Alexandra Lutz, Carrillo
14812 FM 973 N
Manor TX 78653

Michael E & Tabatha A Darilek
PO Box 976
Manor TX 78653

Virginia Z Cardenas
PO Box 243
Manor TX 78653

Timothy Mack Sherrod
2705 Taft Blvd
Wichita Falls TX 76308

120 East Boyce Street LLC
1004 Meriden Ln
Austin TX 78703

Rosalinda Rodriguez
105 W Eggleston
Manor TX 78653

**Las Salsas Bar and Grill Mexican
Restaurant LLC**
12012 Barker Hills Dr
Manor TX 78653

Emma Gildon
PO Box 872
Manor TX 78653

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
Manor TX 78653

James T Anderson
1601 W 38th St Ste 2
Austin TX 78731

Andersons Coffee Co. Inc.
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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an Ordinance rezoning 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

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 to approve 3-1

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

- Ordinance No. 693
- 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 second and final reading of Ordinance No. 693 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).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. 693

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. 693

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 1st day of March 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

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



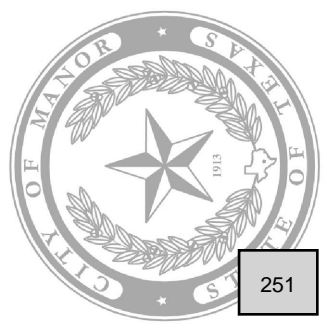
Subject Property:
107 West Boyce St.

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 8.

Current:
Single Family Suburban (SF-1)

Proposed:
Downtown Business (DB)

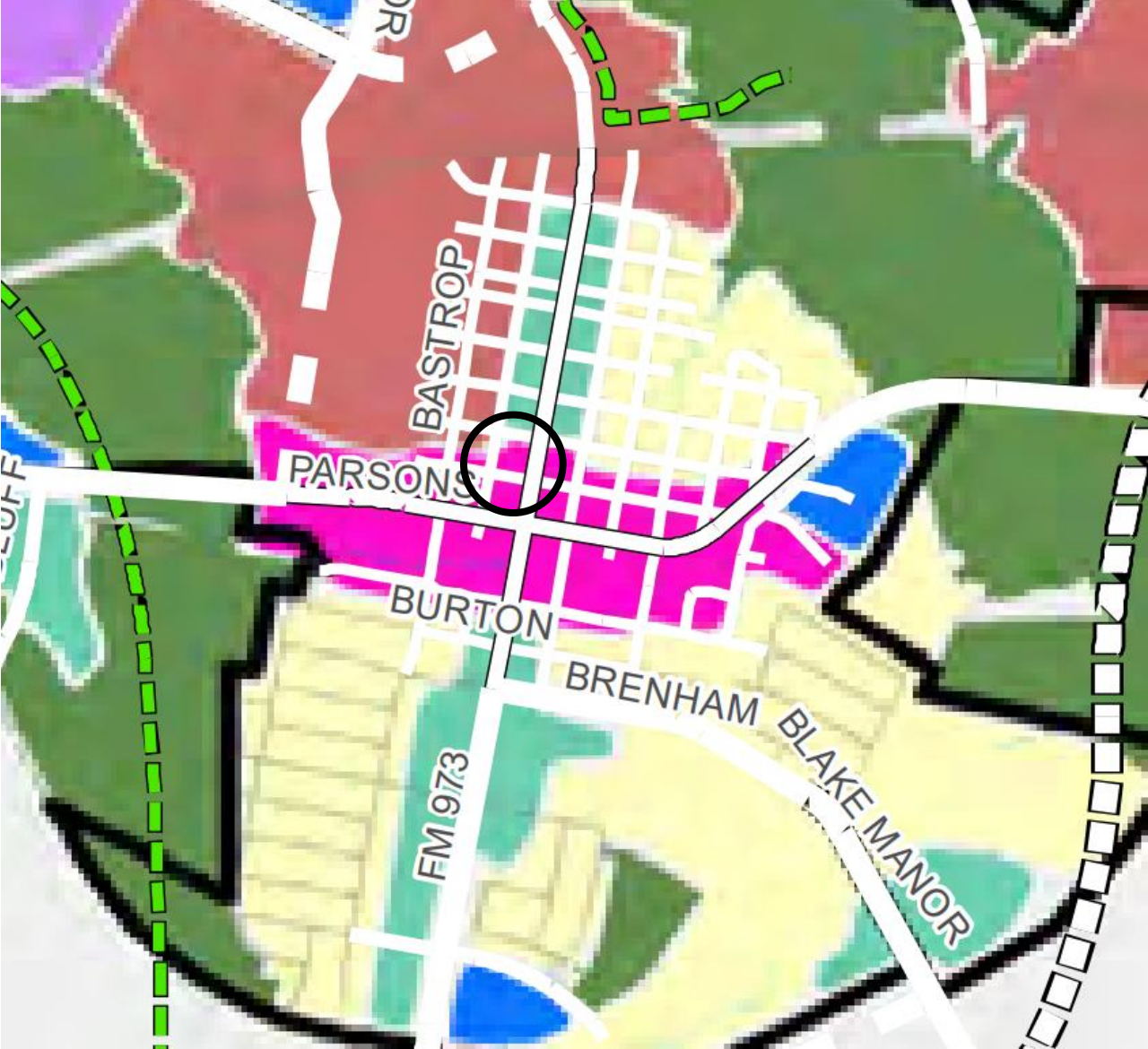


107 W Boyce
Aerial Image

Legend

- 📍 101 W Boyce Item 8.
- 📍 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.

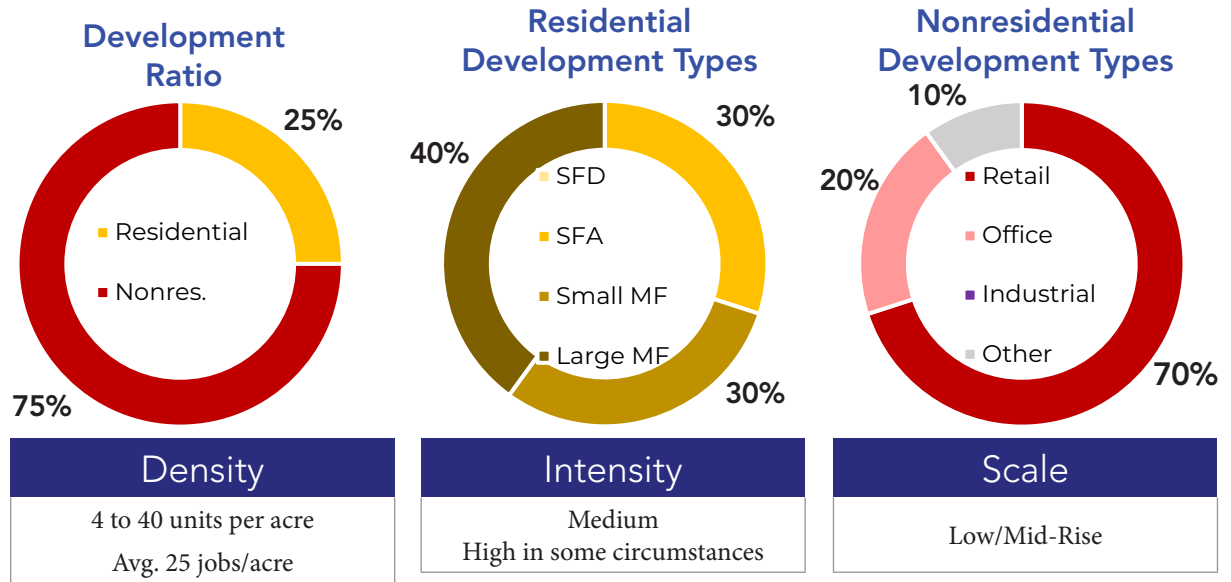
Not only is this area currently a mixed-use environment currently, but it is envisioned to see a strong reinvention via more density and a higher mix of uses in the future. This area should be designed to accommodate transit, should rail services extend to Manor from Austin. However, even if the rail 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

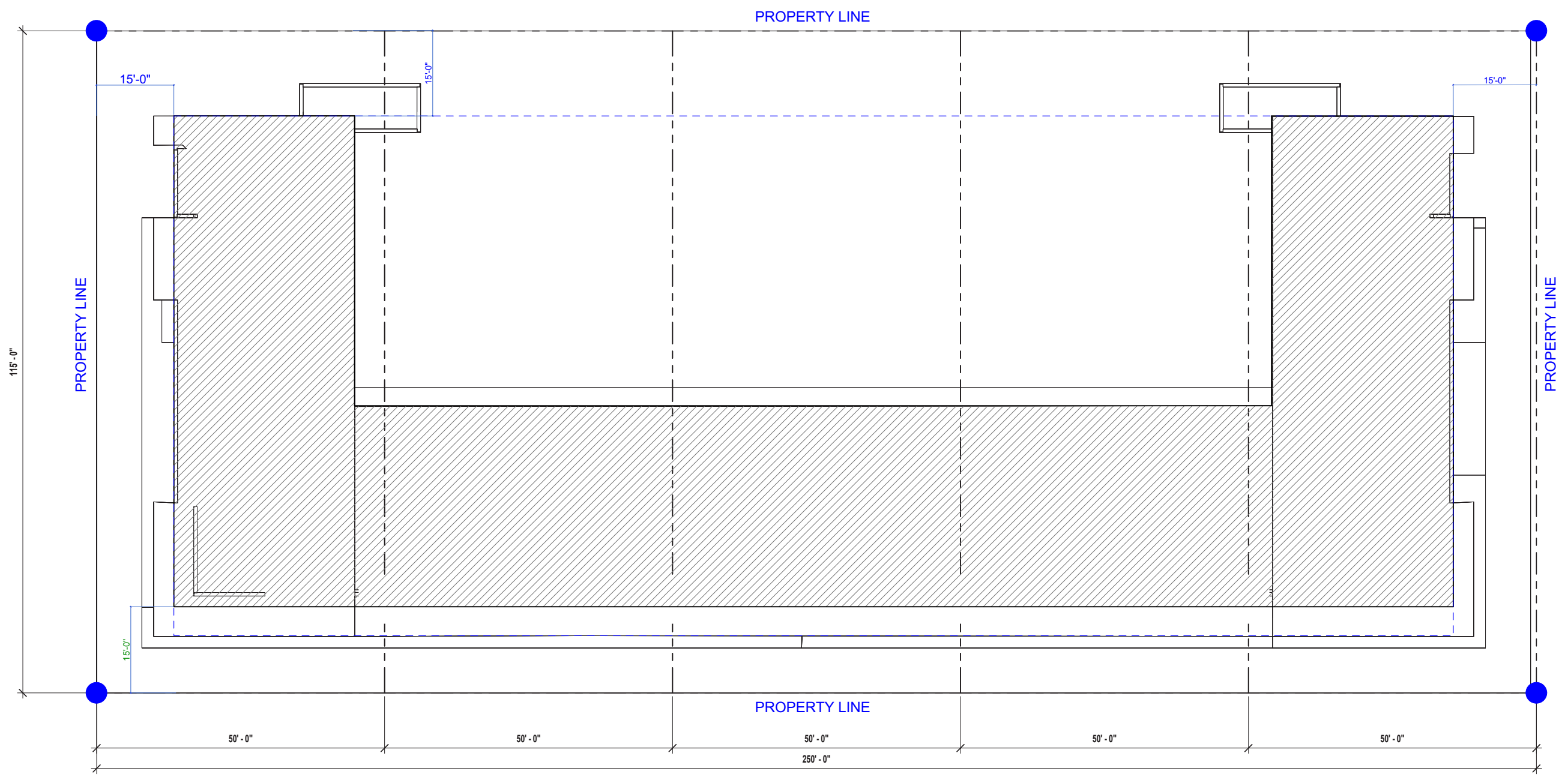
MANOR
Mixed Use
Development
101-107 Boyce Street
Manor, TX 78653

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

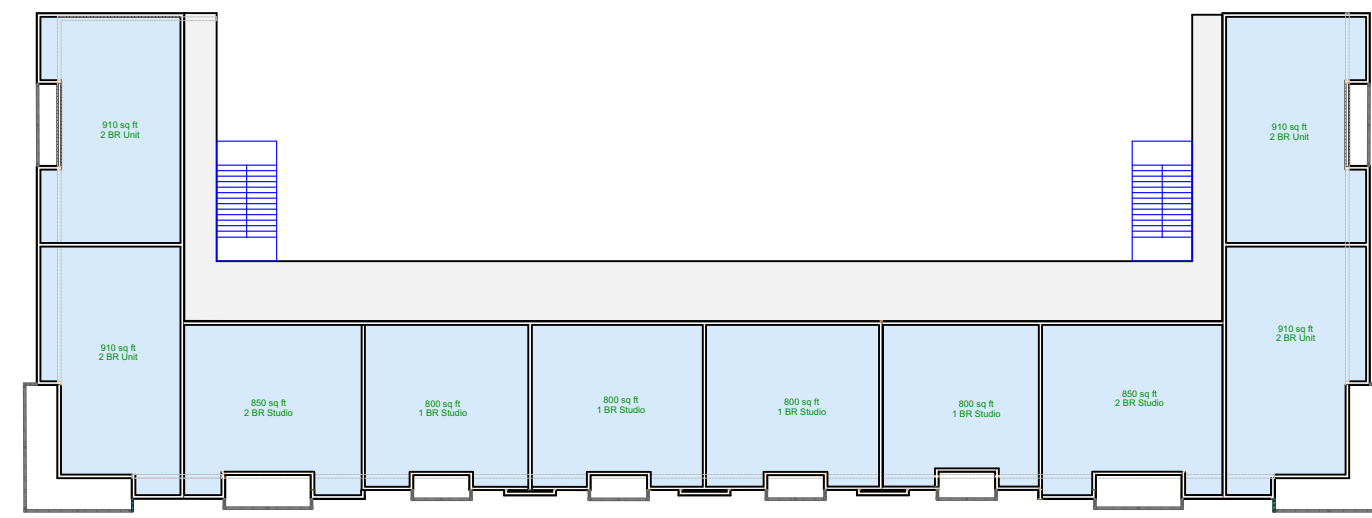
Zoning- DB
Setbacks:
Front - 15'-0"
Side- 0-10' to Non-Residential
20'-0" to Residential)
Rear- 20'-0" to Residential
0-10' to Non Residential
Street Side - 15'-0"

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

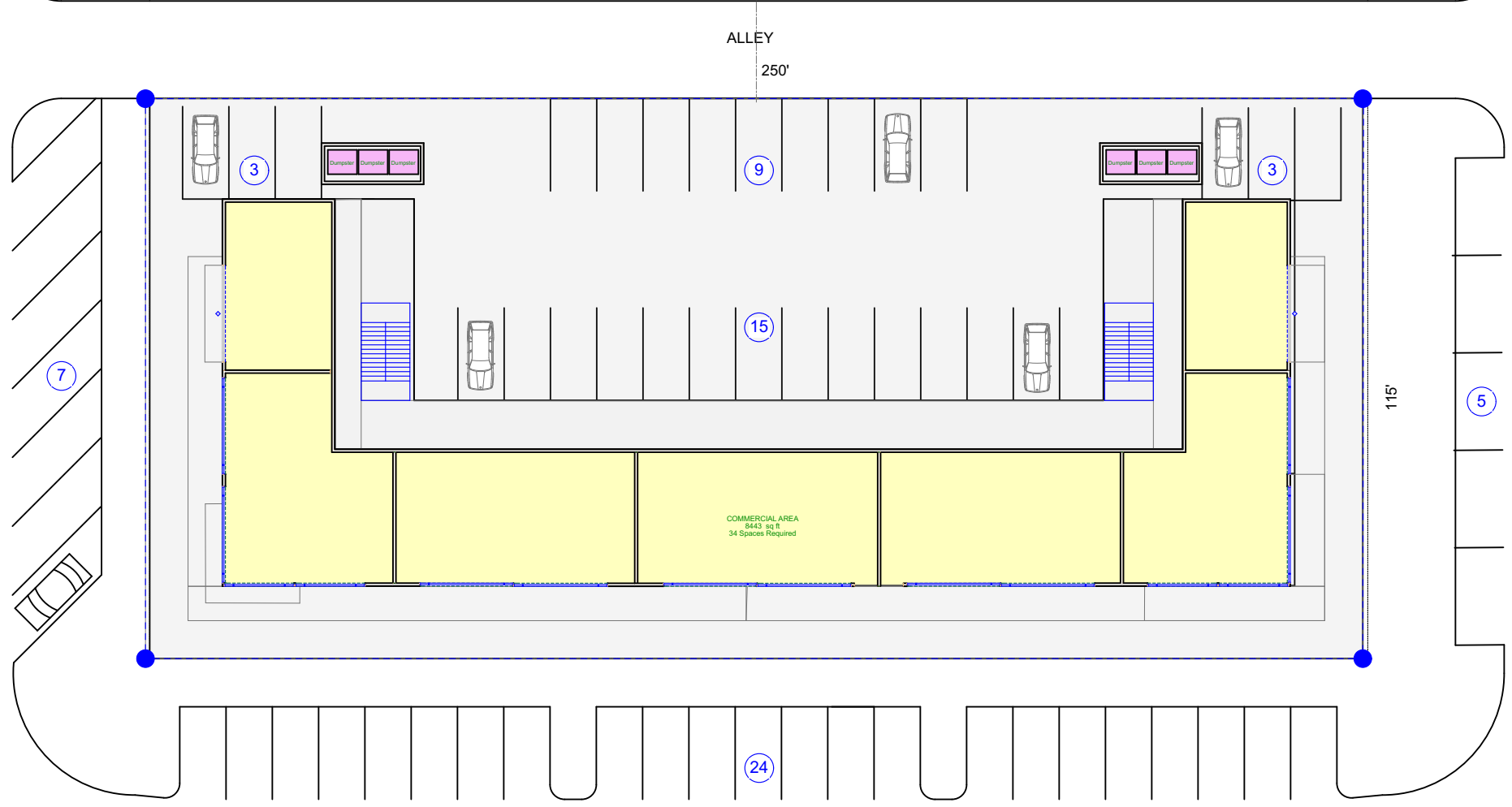
Parking Analysis
16 Residential Parking Spaces Required
34 Commercial Parking Spaces Required
TOTAL SPACES REQUIRED= 50

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

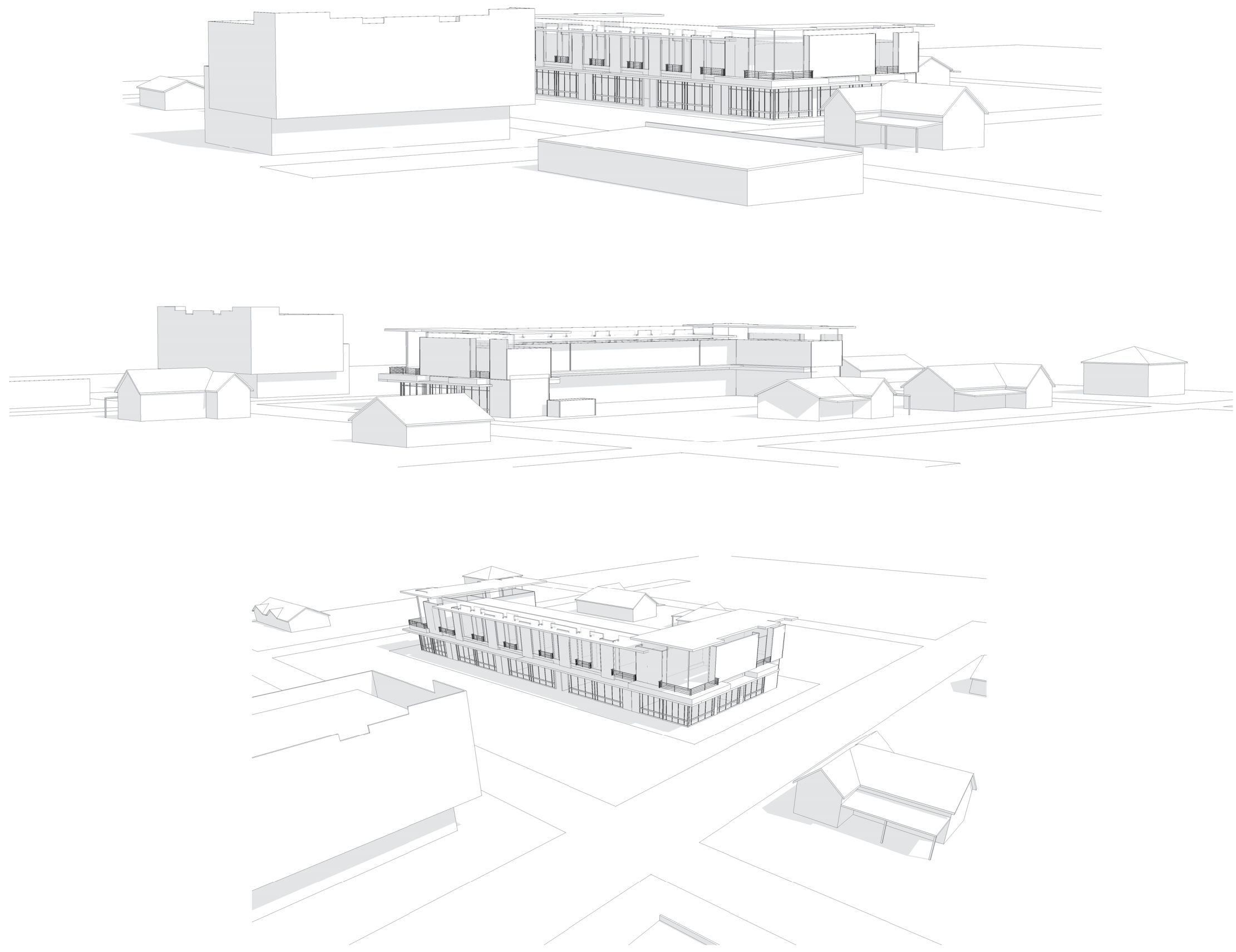
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**SCHEMATIC
DESIGN -1 LOT**



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



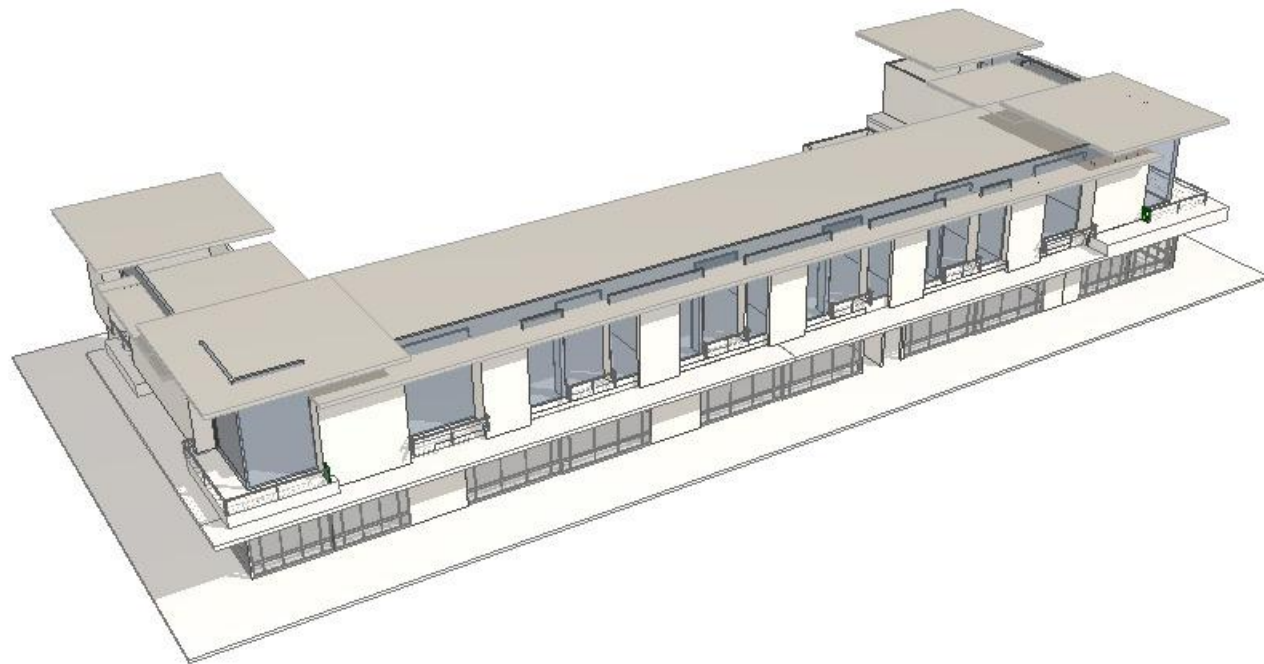
4 AERIAL VIEW- 1 LOT



2 PERSPECTIVE VIEW- 1 LOT



5 PERSPECTIVE VIEW- 1 LOT



3 AERIAL VIEW- 1 LOT



6 PERSPECTIVE VIEW- 1 LOT



Item 8.

ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

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

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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**

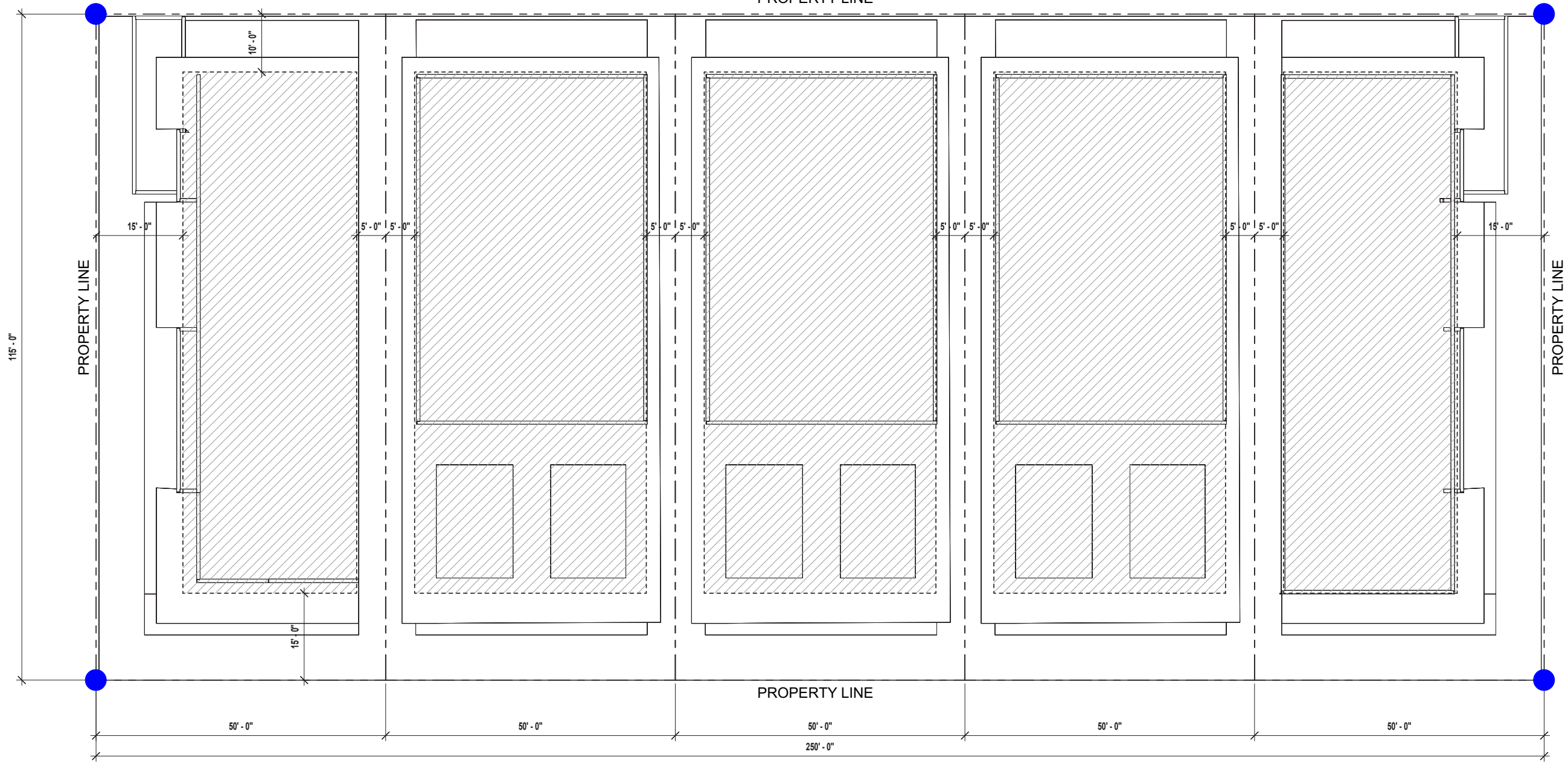
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FEASIBILITY
ANALYSIS - 5
LOTS

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

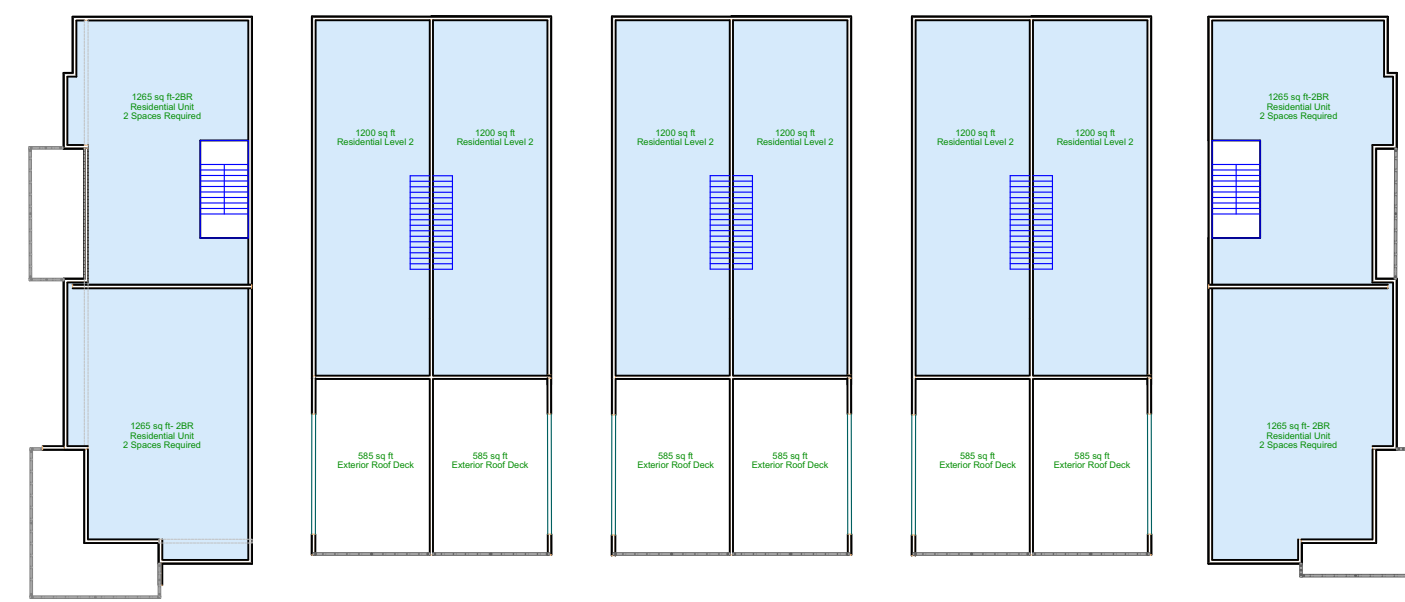
LOT 1: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 2000 sf
 Level 2 Residential-
 (2) 2BR Units 1265 sf each
 Parking Required- 12 Spaces
 On-Site Parking- 4 Spaces

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

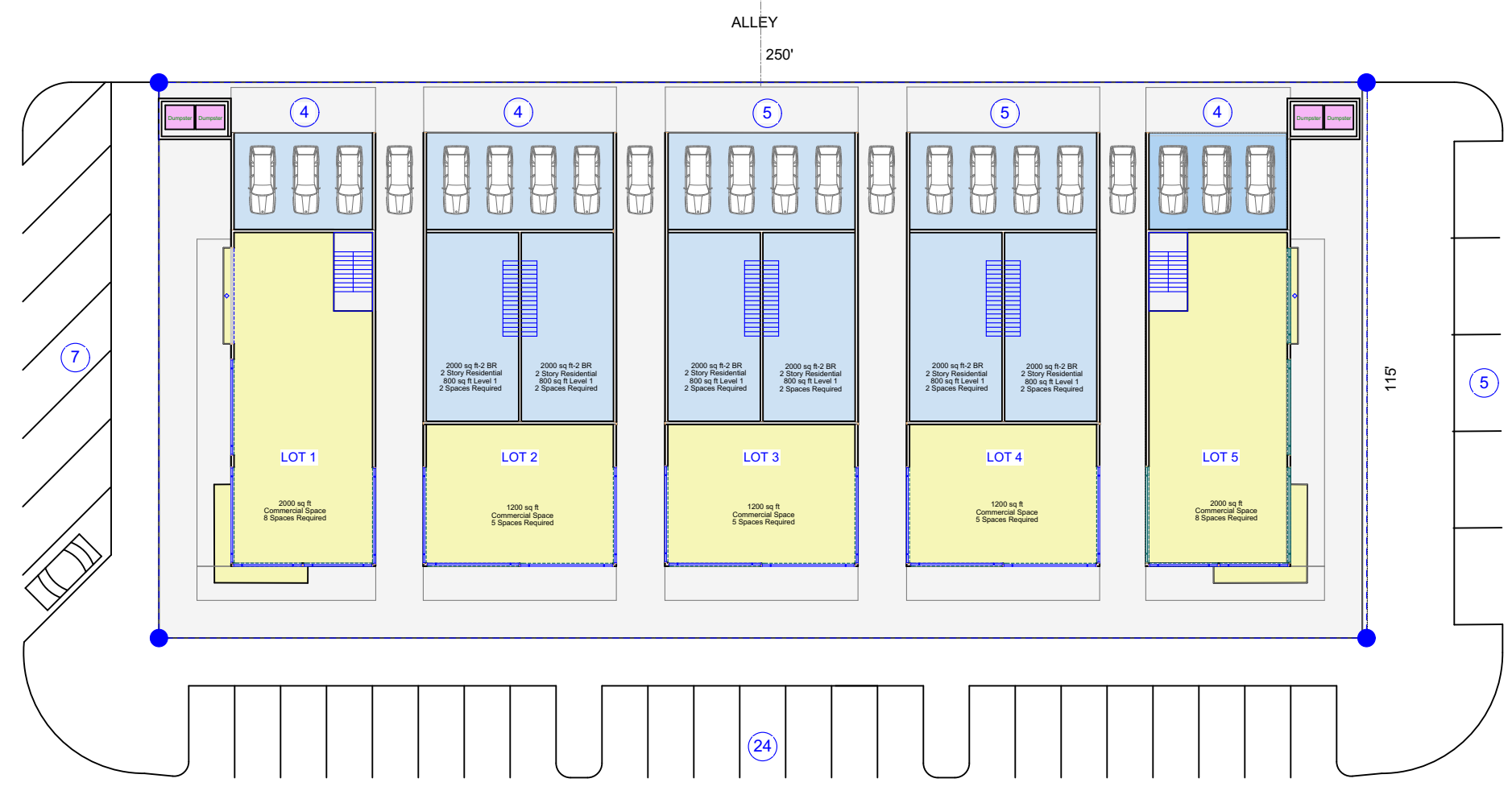
LOT 3: 5750 sf Mixed Use
 Zoning- DB
 Level 1 Commercial- 1200 sf
 Level 1 & 2 Residential-
 (2) 2 BR Townhome- 2000 sf each
 Parking Required- 9 Spaces
 On Site Parking- 5 Spaces

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

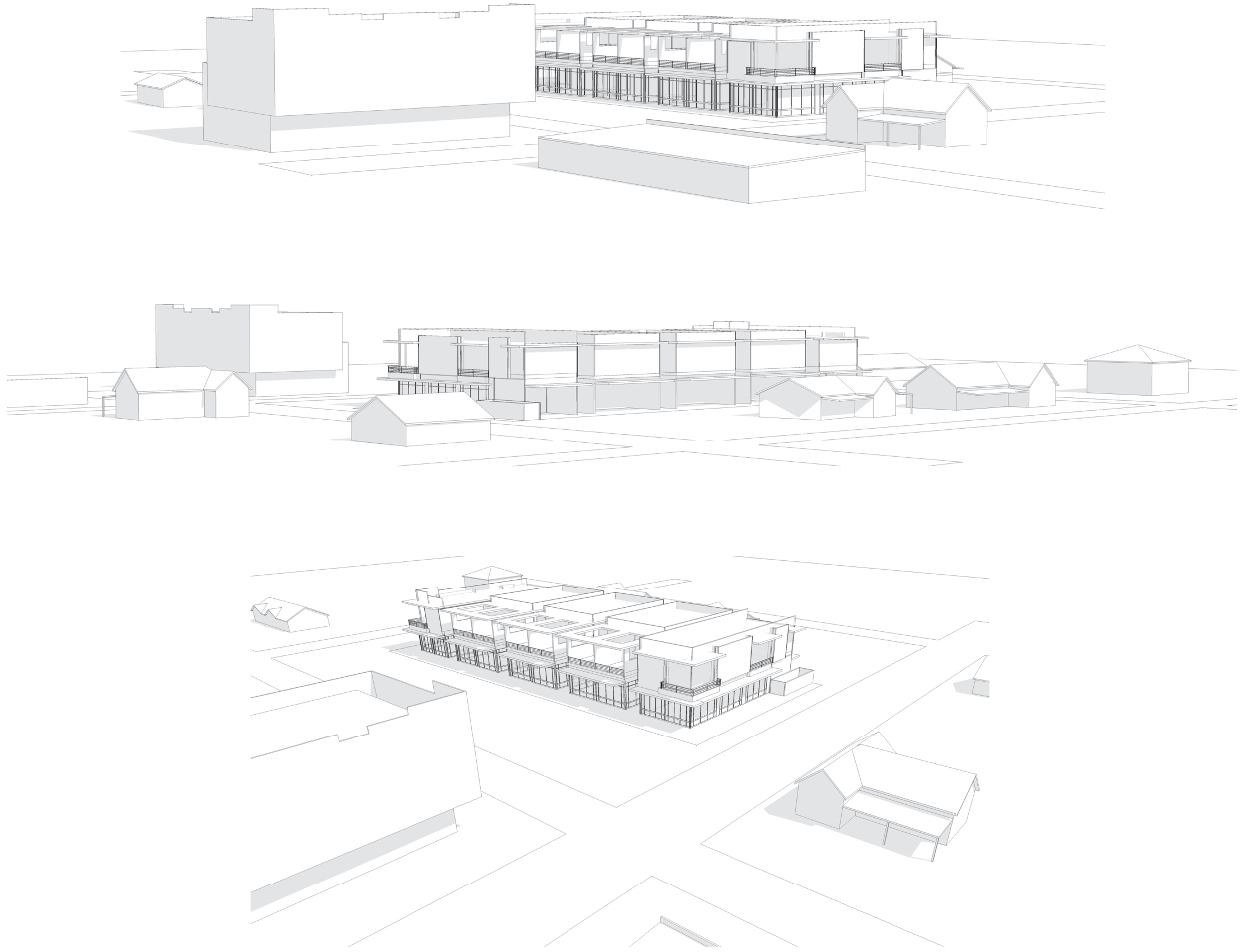
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SCHEMATIC DESIGN- 5 LOTS



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

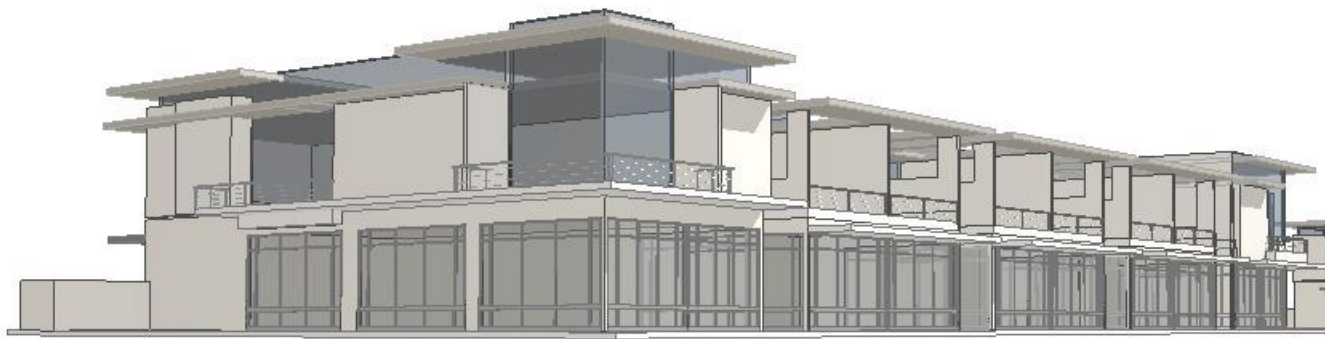
01.2

1 AERIAL VIEW- 5 LOTS

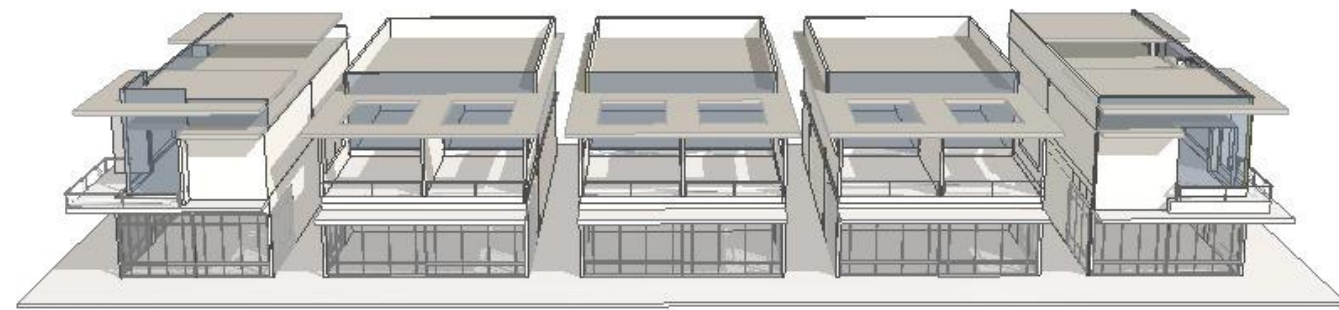


ELEMENT 5
ARCHITECTURE

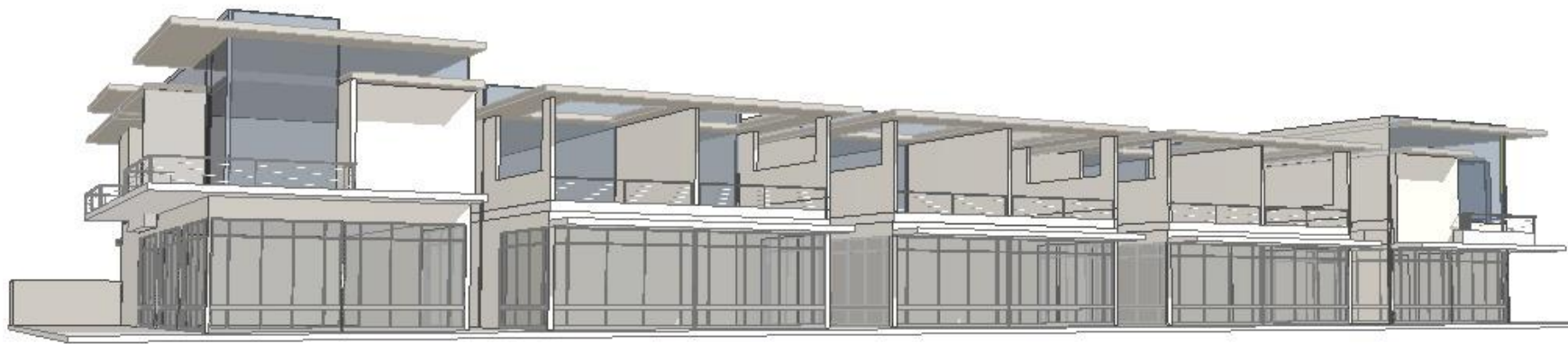
1212 Chicon, Unit 101
Austin, Texas 78702



1 PERSPECTIVE VIEW- 5 LOTS



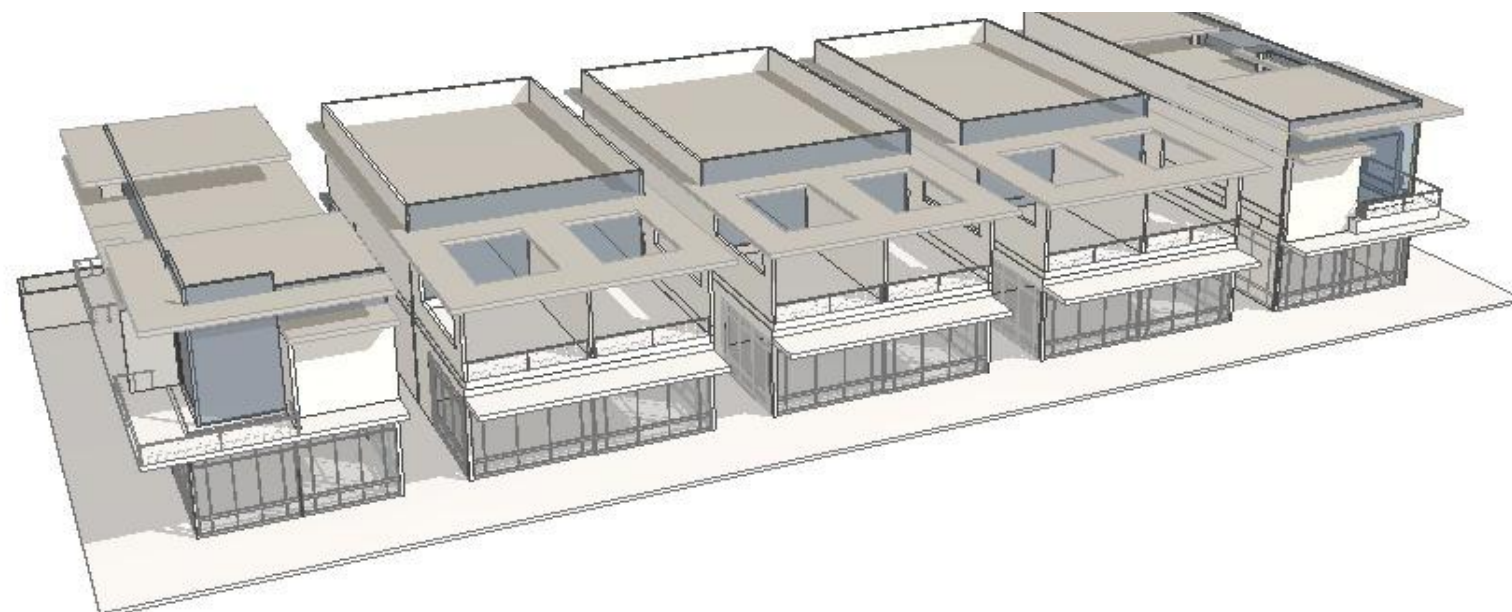
4 AERIAL VIEW- 5 LOTS



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: 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

**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
Harlingen TX 78550

Davis Capital Investments LLC
PO Box 268
Manor TX 78653

Behzad Bahrami
PO Box 82653
Austin TX 78708

Tancor LLC
9009 Fairway Hill Dr
Austin TX 78750

2017 Manor LLC
203 W Parsons St
Manor TX 78653

Barbarita Samudio Sanchez
PO Box 142
Manor TX 78653

Ross Etux Nunn
PO Box 207
Manor TX 78653

Ramon E Jr Paiz
PO Box 280
Manor TX 78653

Juan Ojeda Mendez
104 E Eggleston St
Manor TX 78653

Moses Acosta
106 Eggleston St
Manor TX 78653

Miguel Angel & Gloria Alvarado
PO Box 294
Manor TX 78653

Jose Sabas Castillo
PO Box 1097
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

Nora L & Jose A Jr Sanchez
PO Box 232
Manor TX 78653

Lillie M Nunn
PO Box 207
Manor TX 78653

Maria Rocha
207 W Boyce St
Manor TX 78653

William C Gault
PO Box 32
Manor TX 78653

**Colle Foster & Stephen Snyder
McDonnel**
103 W Eggleston St
Manor TX 78653

James T, Alexandra Lutz, Carrillo
14812 FM 973 N
Manor TX 78653

Michael E & Tabatha A Darilek
PO Box 976
Manor TX 78653

Virginia Z Cardenas
PO Box 243
Manor TX 78653

Timothy Mack Sherrod
2705 Taft Blvd
Wichita Falls TX 76308

120 East Boyce Street LLC
1004 Meriden Ln
Austin TX 78703

Rosalinda Rodriguez
105 W Eggleston
Manor TX 78653

**Las Salsas Bar and Grill Mexican
Restaurant LLC**
12012 Barker Hills Dr
Manor TX 78653

Emma Gildon
PO Box 872
Manor TX 78653

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
Manor TX 78653

James T Anderson
1601 W 38th St Ste 2
Austin TX 78731

Andersons Coffee Co. Inc.
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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a Stormwater Drainage Fee Program. *(Presented by Raftelis)*

BACKGROUND/SUMMARY:

Included in the FY 22-23 was the cost for the city to conduct a drainage study and propose a drainage fee. Begun in May 2022, Raftelis began work on a stormwater drainage fee program. They have completed large portions of the data collection and model and are at a point now that the City Council’s direction is needed on how to proceed.

This drainage fee, if implemented, would be a dedicated revenue source for the Public Works Department to fund drainage improvements, hire employees, and purchase equipment like a street sweeper, gradall, dump truck, and vac truck. As currently modeled, a single-family home would have monthly drainage fee of \$6.50, which is based on the average amount of impervious cover on a single-family lot (2,734 sf). One single family home is an “Equivalent Residential Unit (ERU)”. For non-single family lots, the actual amount of impervious cover will be measured and the drainage fee is a multiple of the ERU, so a property with 62,882 sf of impervious cover is 23 ERUs and would have monthly drainage fee of \$149.50.

As currently modeled, the proposed fee in includes \$150,000 for our engineers to conduct a Drainage Master Plan for the city to identify drainage capital improvement projects and costs. The following years in the model have placeholder amounts for capital projects, usually \$300,000 plus another \$100,000 for small projects.

1. Can we move forward with these placeholder cost which would be more defined after the Drainage Master Plan is complete or would the City Council prefer to fund the cost of the Drainage Master Plan out of General Fund revenues in an upcoming FY, then have the drainage fund reimburse the General Fund once it’s implemented?

Funding the Drainage Master Plan in an upcoming FY, then plugging those projects and costs into the model will provide the most accurate drainage fee but would push out implementation of the fee probably into late 2024 or early 2025. Using placeholder CIP costs could get the fee implemented this fiscal year and then once the Drainage Master Plan is complete the fee would be updated if necessary.

2. With the current proposed fee of \$6.50/month on a single-family home, does the City Council want to move forward with the drainage fee, whether or not it’s implemented this FY or later?

If the City Council would like to continue the drainage fee study and program, we will come back to you with Ordinances and policies for approval and implementation. Also, depending on the guidance on Question 1, the \$6.50 monthly fee (ERU) may be revised.

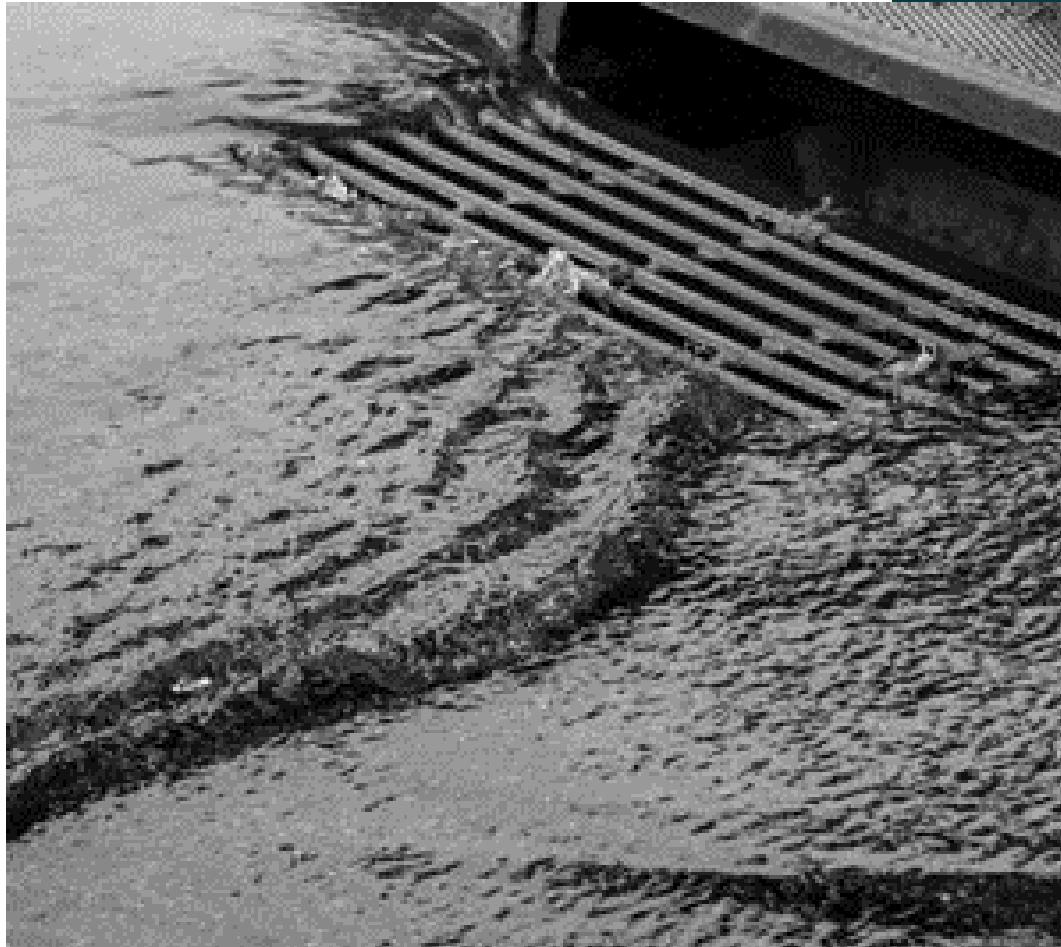
LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: Yes
ATTACHMENTS: Yes

- Stormwater Utility Feasibility Study

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council discuss and provide feedback on the proposed stormwater drainage fee

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



City of Manor

Stormwater Utility Feasibility Study

March 1, 2023

Current Stormwater Program



- SW management performed using equipment from streets department and personnel from Streets Department and contracted engineering firm.
- Funded under the Streets Department budget, which draws funding from property tax revenues.
- Performs services to fulfill obligations under Phase II MS4 permit issued by TCEQ, including public outreach, site inspections and permit reviews.
- Maintains drainage system infrastructure on City property and ROW, including storm sewers, roadside drainage and streets.

Future Program- proposed enhancements

Short Term

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



Long Term

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

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

Stormwater Utility Funding Approach

Sufficient and Stable Revenue

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

Fairness in Revenue Recovery

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

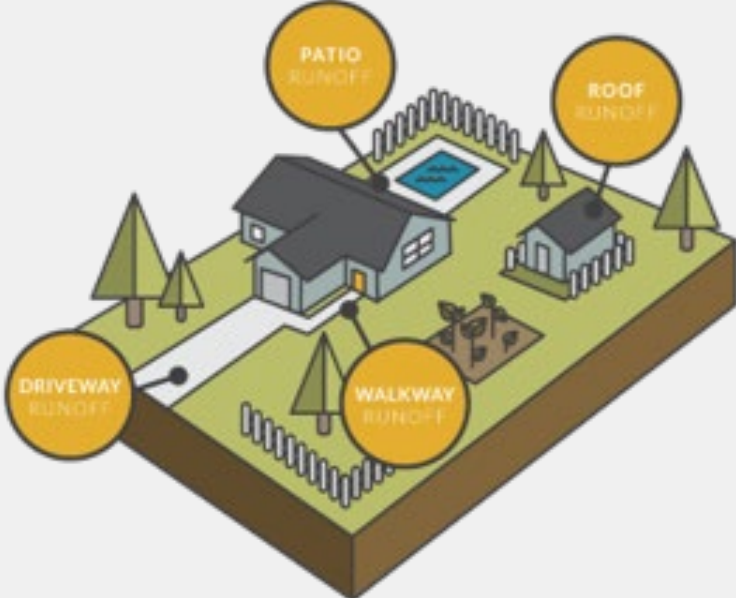
Increasingly Common in TX

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

Stormwater Fee Background

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

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



Class	Count of Parcels	ERUs	Percent ERUs
NSFR	863	5,375	55%
SFR	4,333	4,333	45%
SFR-F	1,340	-	0%
Total	6,536	9,708	

Single Family Residential

- › Properties with a single residential structure
- › For modeling purposes, each property assigned 1 ERU

Non-Single Family Residential

- › All other properties
- › For modeling purposes, each property assigned a runoff factor to determine number of ERUs

Stormwater Rate Structure



Single Family Residential

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

Non-Single Family Residential



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

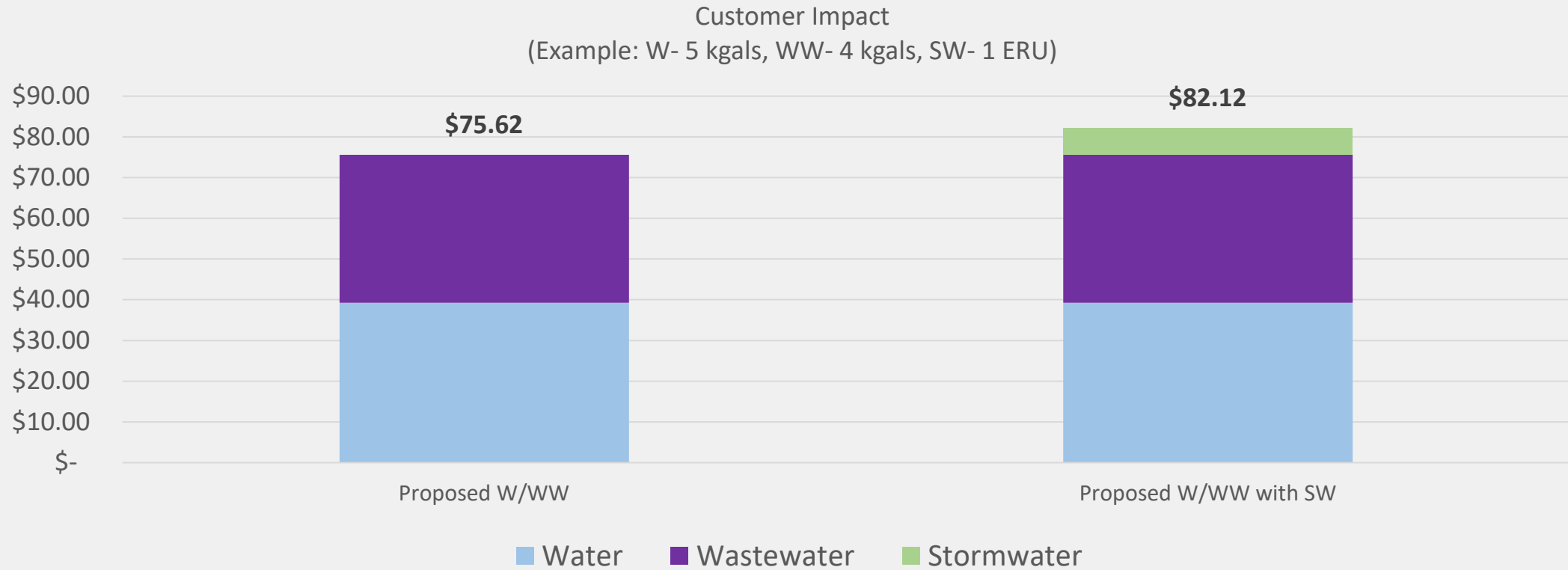


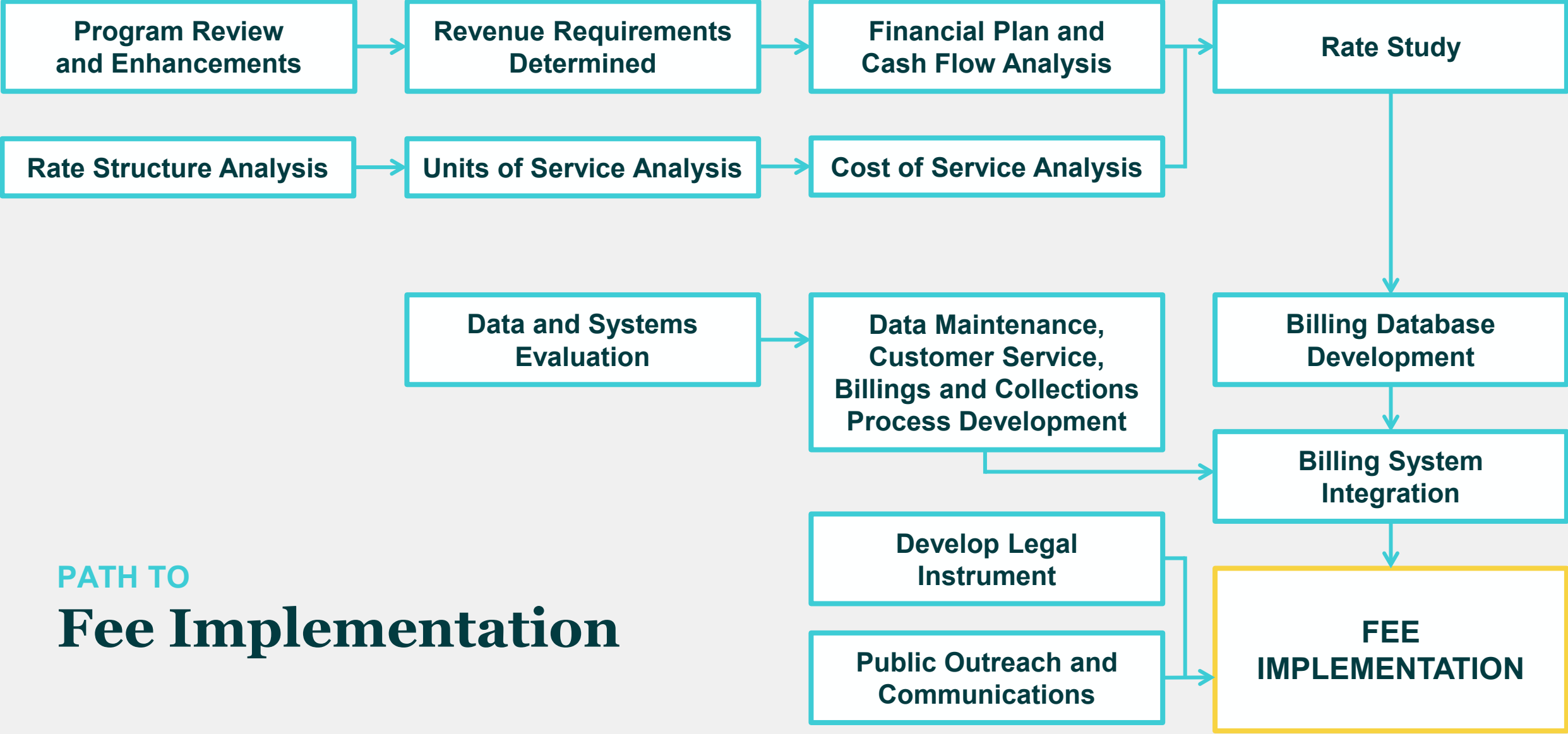
Example:

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

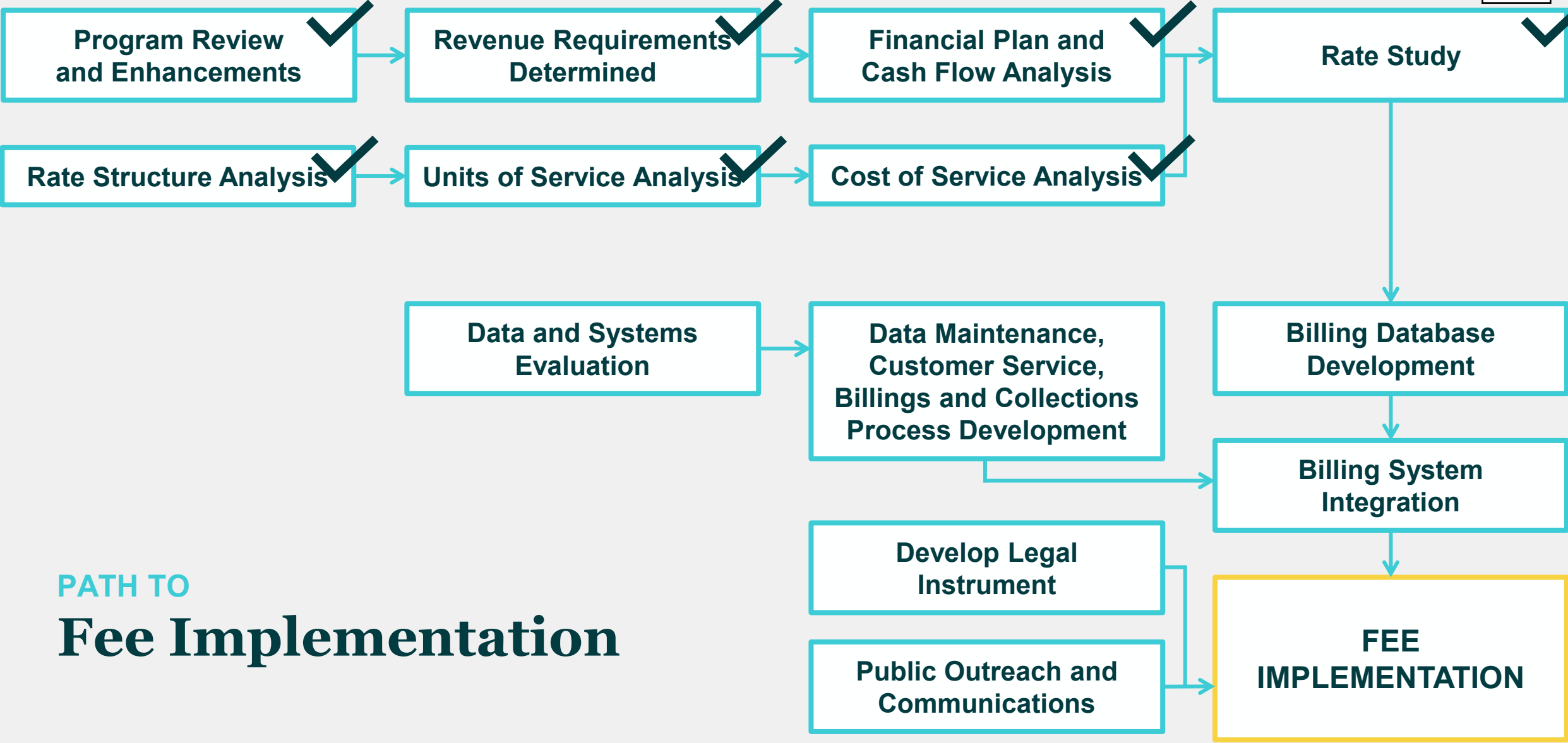
*Draft Rates from Feasibility Study

Combined W/WW/SW Customer Impact





PATH TO
Fee Implementation



PATH TO
Fee Implementation

Seeking Direction on...

- Timing of implementation, given:
 - › Existence of placeholder capital costs, to be refined through watershed study
 - › Proposed W/WW rate increases
- So, at this stage should we continue to move forward?



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance annexing 8.517 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

BACKGROUND/SUMMARY:

This property, along with the adjacent Maddtex property, are within the Manor Commercial Park. The property owner is voluntarily annexing to obtain sewer service from the city. They are constructing two buildings that are approximately 73,000 sf and 53,000 sf for use as an electric facility.

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

- Annexation Ordinance
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

Staff recommends the City Council approve the first reading of an ordinance annexing 8.517 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 8.517 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

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

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

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

Being 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."

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

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

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

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

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

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

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

ORDINANCE NO. _____

PASSED AND APPROVED FIRST READING on this the 1st day of March 2023.

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

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

DRAFT

Exhibit "A"
Subject Property Description
+/- 8.517 Acres

DRAFT

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

DRAFT

Exhibit “B”

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, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City’s wastewater utility system, the Subject Property’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 A
Subject Property Description



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance annexing 5.470 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

BACKGROUND/SUMMARY:

This property, along with the adjacent Easy Jet property, are within the Manor Commercial Park. The property owner is voluntarily annexing to obtain sewer service from the city. They are constructing two buildings that are approximately 73,000 sf and 53,000 sf for use as an electric facility.

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

- Annexation Ordinance
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

Staff recommends the City Council approve the first reading of an ordinance annexing 5.470 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 5.470 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

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

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

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

Being 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.”

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

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

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

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

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

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

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

PASSED AND APPROVED FIRST READING on this the 1st day of March 2023.

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

ORDINANCE NO. _____

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO. _____

Pa Item 11.

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

Exhibit “B”

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, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City’s wastewater utility system, the Subject Property’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 A
Subject Property Description



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance annexing 22.78 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way in the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

BACKGROUND/SUMMARY:

This property is located at 14807 E US Hwy 290 and is where Krantz Select Woods is currently located. The city had previously submitted an involuntary annexation for this property in 2017 but the City Council removed it at the request of the property owner. The city has recently completed a wastewater line across the front of the property and as part of the easement acquisition some LUEs were provided to the property so long as they annex. The owner has put the property on the market and is voluntarily requesting annexation so a future buyer and/or developer can access the wastewater system.

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

- Annexation Ordinance
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

Staff recommends the City Council approve the first reading of an ordinance annexing 22.78 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way in the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 22.78 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

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

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

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

Being 22.78 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, and being that 22.78 acre tract described in a deed to Krantz Properties, LLC, as recorded in Document No. 2008155343, of the Real Property Records of Travis County, Texas, said 22.78 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

ORDINANCE NO. _____

PASSED AND APPROVED FIRST READING on this the 1st day of March 2023.

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

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO. _____

Pa Item 12.

Exhibit "A"
Subject Property Description
+/- 22.78 Acres

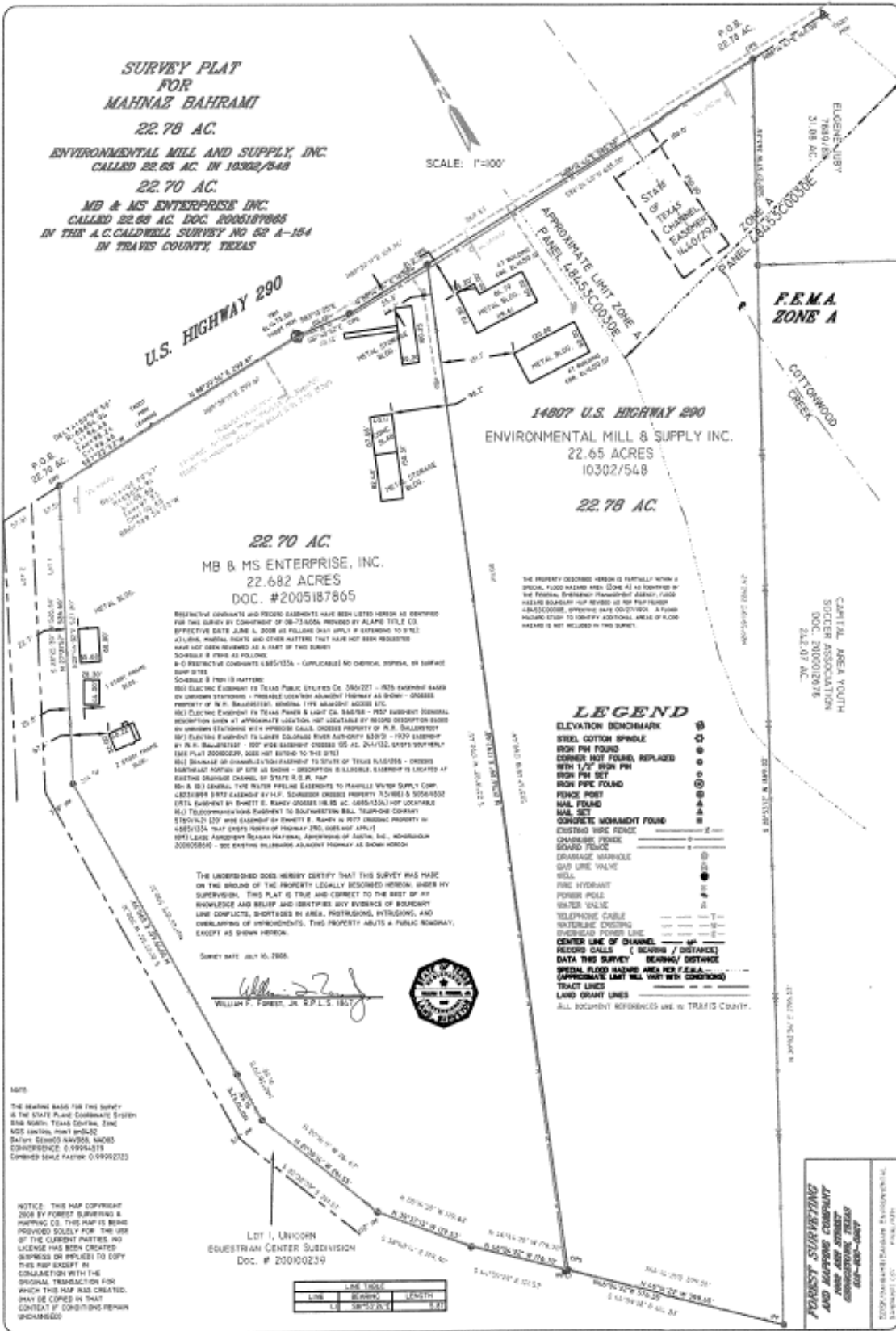


Exhibit "B"
AGREEMENT REGARDING POST-ANNEXATION
PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

Exhibit “B”

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 Krantz Properties, LLC, a Texas limited liability company (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

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

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

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

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

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

A. Water service and maintenance of water facilities as follows:

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line

extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

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

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

C. Maintenance of streets and rights-of-way as appropriate as follows:

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

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

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

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

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

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the

Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[signature pages follow]

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: _____

Subject Property Description

Exhibit "A"

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 1/8 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. 7889/811). 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 1/8 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 :

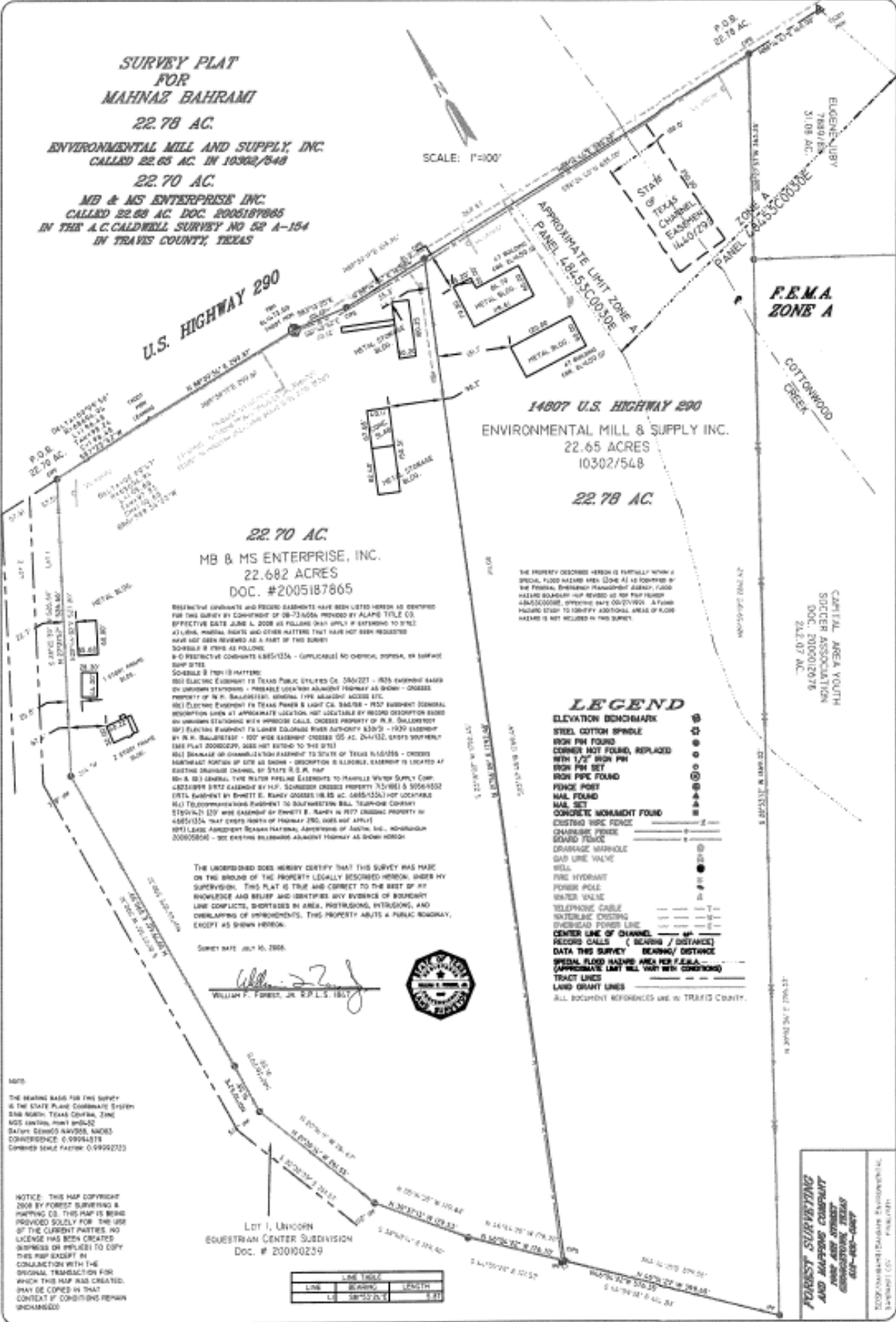
I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages 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 Word: BAHRAMIDS.DOC


WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



EXHIBIT "A-1"





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Pauline M. Gray, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects as recommended by the Advisory Committee.

BACKGROUND/SUMMARY:

Periodically, updates to the City's adopted Community Impact Fee Program are necessary to address changing development conditions. The City Council reappointed the Planning and Zoning Commission and one representative of the development community as the Community Impact Fee Advisory Committee. The Committee has met several times and has evaluated the City's current Impact Fee Program and has come up with recommendations for proposed changes to the Community Impact Fee Land Use Assumptions and Capital Improvements Plan.

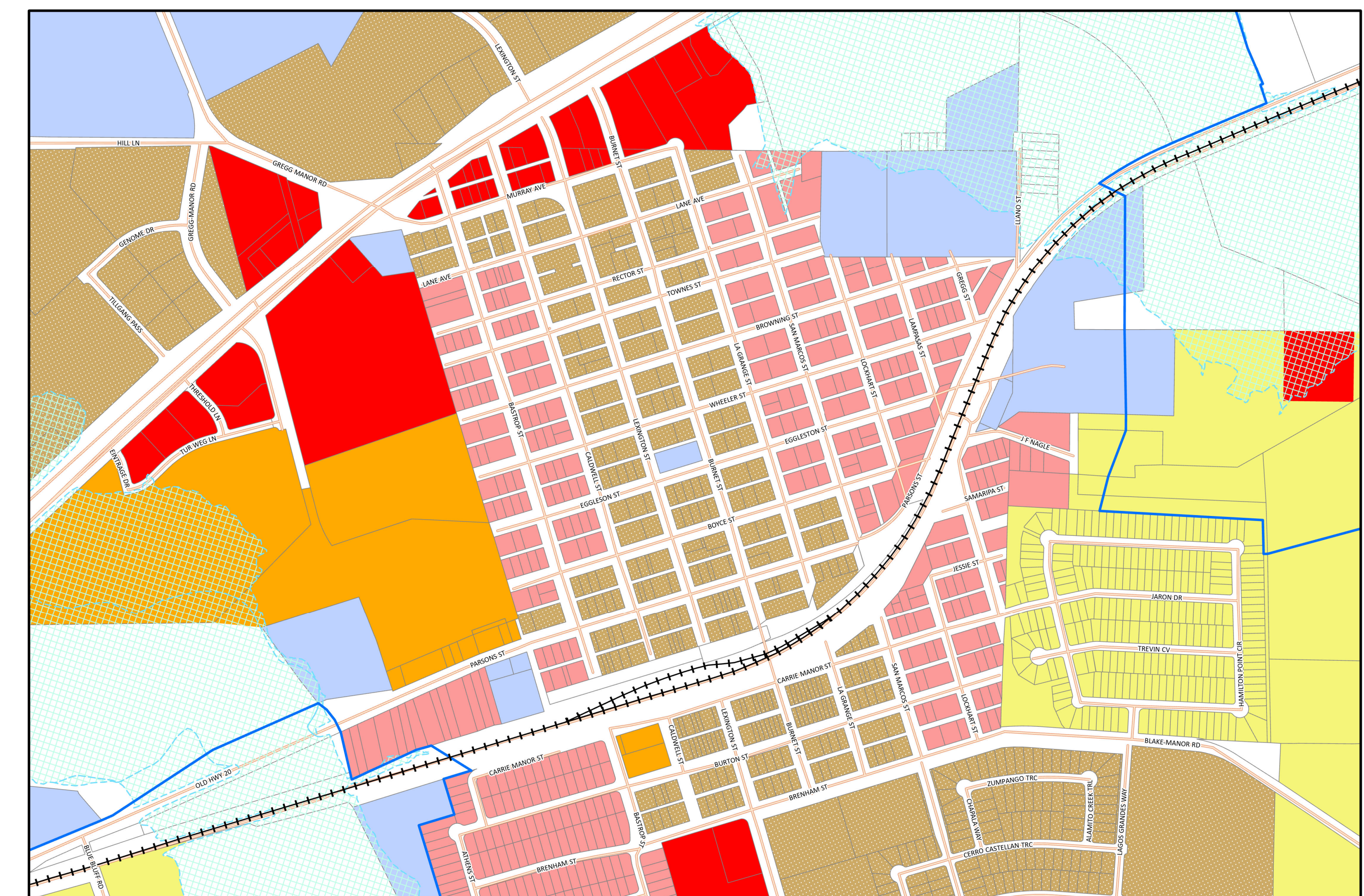
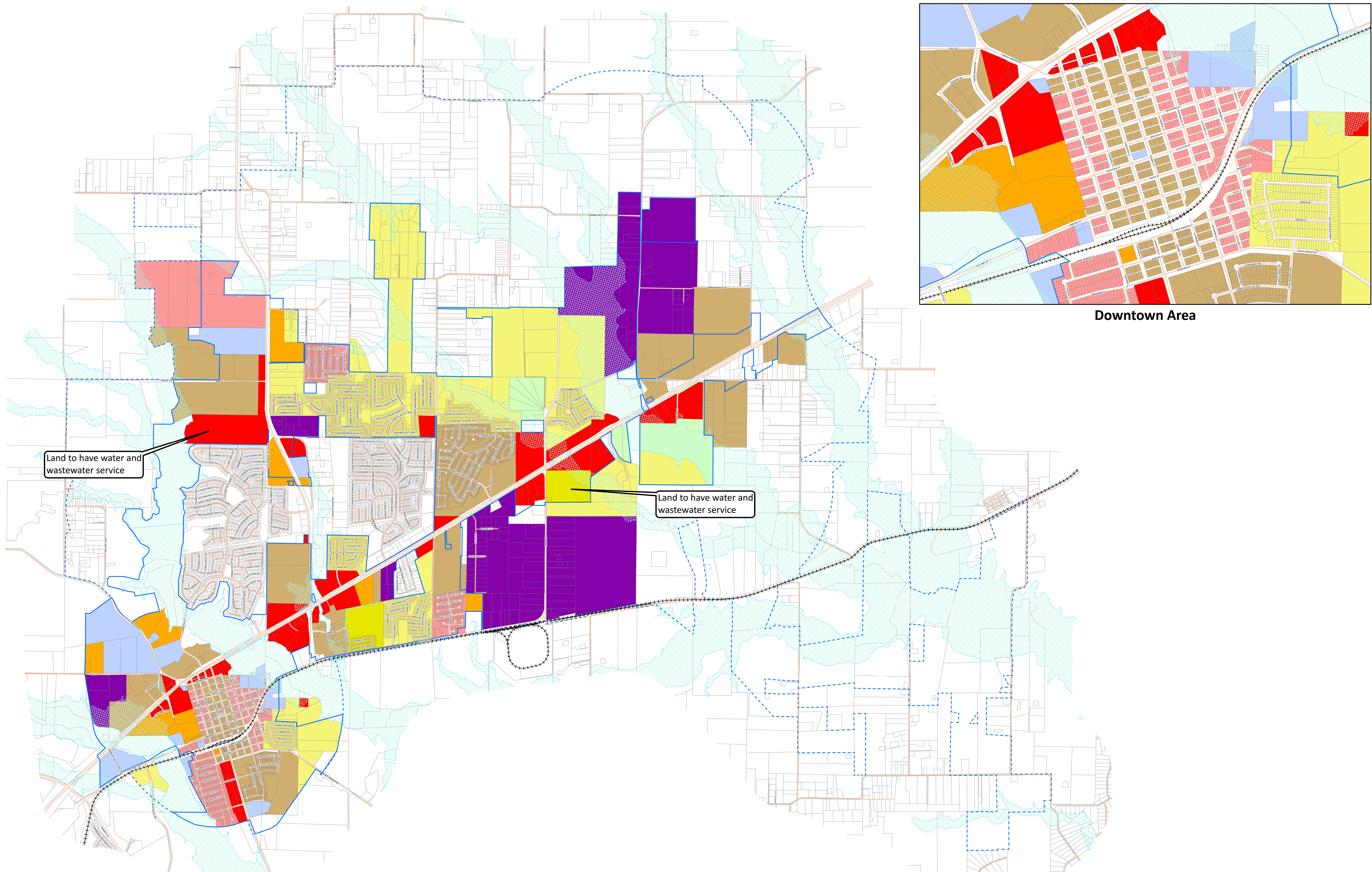
LEGAL REVIEW: No
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Land Use Assumption Map
- Water and Wastewater Capital Improvement Projects

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects.

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



Downtown Area

Land to have water and wastewater service

Land to have water and wastewater service

Texas Local Government Code Section 213.005:
 A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

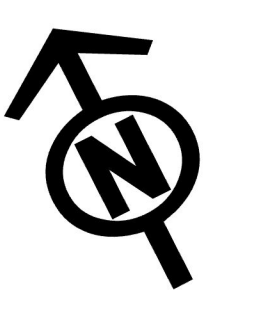
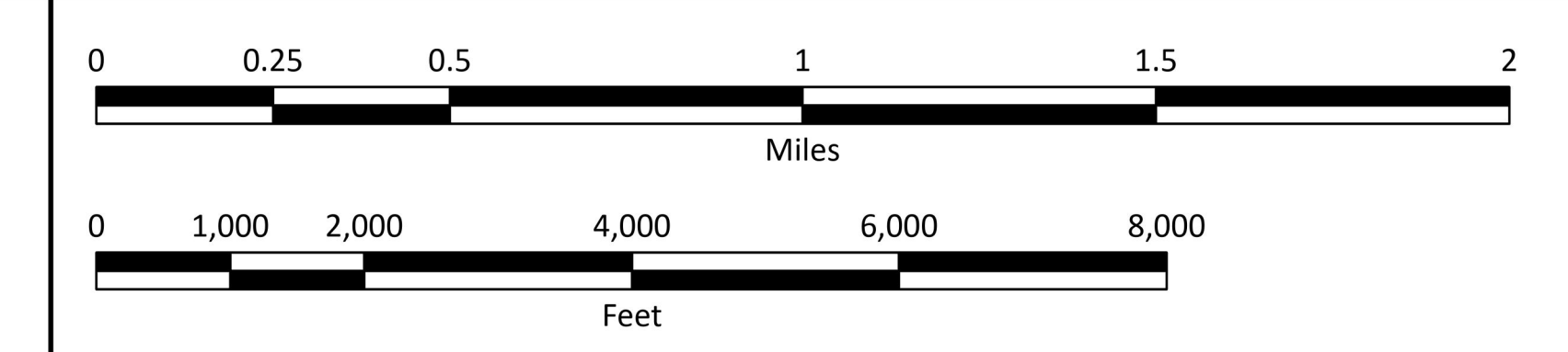
Map Created By:
GBA

- Land Use Category**
- C - Commercial (Corridor)
 - CMU - Community Mixed Use
 - DMU - Downtown Mixed Use
 - E - Employment
 - MDNB - Mixed Density Neighborhood
 - MF - Multi-Family
 - NB - Neighborhood
 - NMU - Neighborhood Mixed Use
 - OS - Parks/Open Space
 - P/SP - Public/Semi-Public
 - SF-4 - High Density Single Family

- Legend**
- Roads
 - Floodplain
 - City Limits
 - Extra-Territorial Jurisdiction
 - Railroad

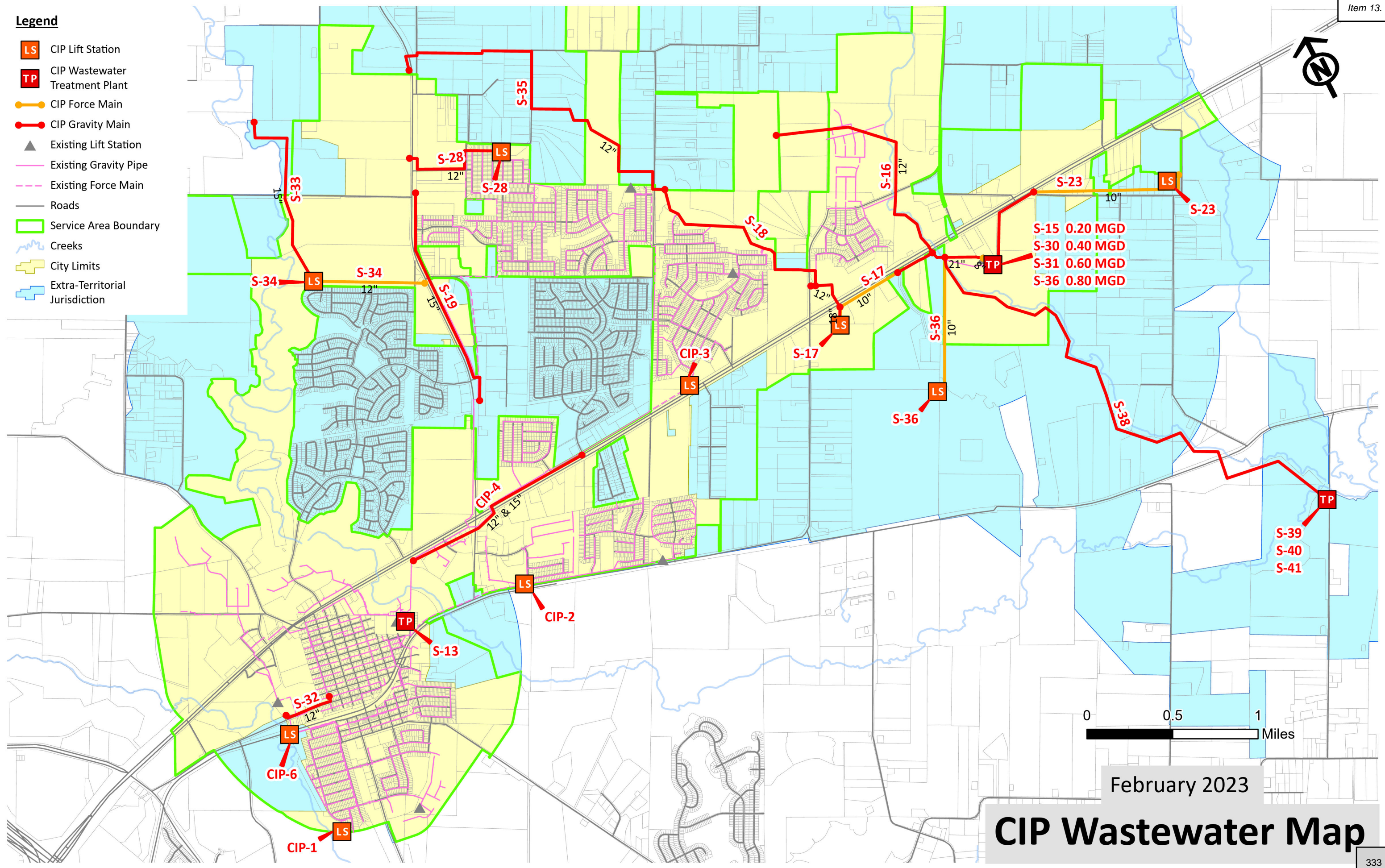
Land Use Assumption Map

Map Updated: February 03, 2023



Legend

- LS CIP Lift Station
- TP CIP Wastewater Treatment Plant
- CIP Force Main
- CIP Gravity Main
- ▲ Existing Lift Station
- Existing Gravity Pipe
- - - Existing Force Main
- Roads
- ▭ Service Area Boundary
- ~ Creeks
- ▭ City Limits
- ▭ Extra-Territorial Jurisdiction



S-15 0.20 MGD
 S-30 0.40 MGD
 S-31 0.60 MGD
 S-36 0.80 MGD

S-39
 S-40
 S-41

0 0.5 1 Miles

February 2023

CIP Wastewater Map

EXHIBIT A-4
CITY OF MANOR WASTEWATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
FEBRUARY 2023















The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

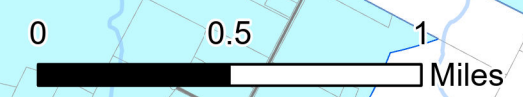
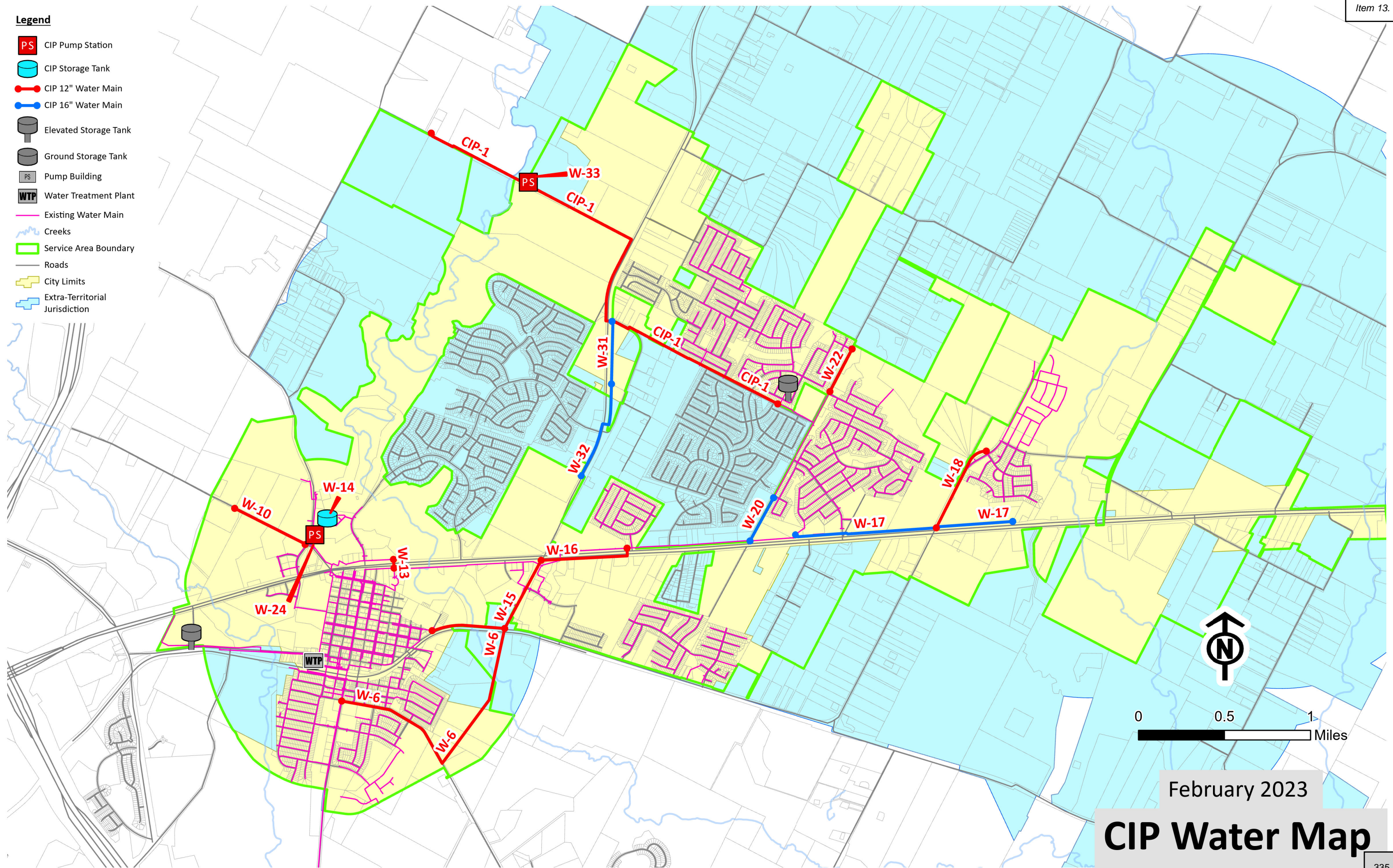
Project No.	Year	Description	Construction Cost (2022 Dollars)	Interest	Period (months)	Payment	Total Payment	Size	Length	Construction Cost (adjusted for inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5.1% over 20 Years)	Total Project Costs	Detailed Description
S-13	2020	Addl. Wilbarger WWTP Capacity	\$ 16,825,000.00	0.00425	240	\$ 145,667.98	\$ 34,960,314.38	1.33 MGD		\$ 19,348,750.00	\$ 2,140,000.00	\$ 400,000.00	\$ 13,071,564.38	\$ 34,960,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-15	2022	Cottonwood WWTP, Phase 1, 0.20 MGD	\$5,227,569.50	0.00425	240	\$ 52,593.61	\$ 12,622,467.33	0.20 MGD		\$ 6,534,461.88	\$ 398,000.00	\$ 970,500.00	\$ 4,719,505.45	\$ 12,622,000.00	Build plant at Regional Site, road and electrical improvements add \$500,000
S-16	2024	East Cottonwood Gravity Line	\$ 1,500,000.00	0.00425	240	\$ 14,274.81	\$ 3,425,955.08	12"	3,200	\$ 2,025,000.00	\$ 51,000.00	\$ 69,000.00	\$ 1,280,955.08	\$ 3,426,000.00	Extend East Cottonwood gravity ww to Regional Site, sized for 10-year capacity
S-17	2024	West Cottonwood LS and FM	\$ 949,000.00	0.00425	240	\$ 9,377.79	\$ 2,250,668.81	6" FM and 350 gpm LS	3,700	\$ 1,281,150.00	\$ 79,000.00	\$ 49,000.00	\$ 841,518.81	\$ 2,251,000.00	Extend 27" and 30" gravity ww from confluence with East Cottonwood to US 290, ultimate capacity
S-18	2024	West Cottonwood Gravity Line, Phase 2	\$ 984,000.00	0.00425	240	\$ 9,572.44	\$ 2,297,386.38	15"	8,200	\$ 1,328,400.00	\$ 64,000.00	\$ 46,000.00	\$ 858,986.38	\$ 2,297,000.00	Serves West Cottonwood Sub-Basin up to Bois D'Arc Ln, 21" and 24" gravity ww sized for ultimate capacity
S-19	2022	FM 973 Gravity Wastewater Line	\$ 684,400.00	0.00425	240	\$ 6,139.30	\$ 1,473,432.00	15"	5,800	\$ 855,500.00	\$ 128,300.00	\$ 106,100.00	\$ 383,532.00	\$ 1,473,000.00	Serves FM 973 Corridor up to Wilbarger Basin divide (approx. Gregg Ln)
S-23	2024	Willow Lift Station and Force Main	\$ 1,000,000.00	0.00425	240	\$ 11,984.85	\$ 2,876,364.81	200 gpm		\$ 1,350,000.00	\$ 202,500.00	\$ 248,400.00	\$ 1,075,464.81	\$ 2,876,000.00	Lift Station and Force Main to serve 220 LUEs in Willow Basin along US 290. 10-Yr ADF approx. 60,000 gpd, PWWF approx 200 gpm
S-28	2018	High School gravity line to Stonewater Lift Station; Stonewater Lift Station Upgrades	\$ 26,271.96	0.00425	240	\$ 210.84	\$ 50,601.98	12"	3,100	\$ 27,585.56	\$ 4,096.48	\$ -	\$ 18,919.94	\$ 51,000.00	Gravity main to serve new high school; upgrades to existing Stonewater Lift Station.
S-30	2024	Expand Cottonwood WWTP to 0.40 MGD Capacity	\$ 3,500,000.00	0.00425	240	\$ 41,947.32	\$ 10,067,356.68	0.40 MGD		\$ 4,725,000.00	\$ 708,800.00	\$ 869,400.00	\$ 3,764,156.68	\$ 10,067,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-31	2025	Expand Cottonwood WWTP to 0.60 MGD Capacity	\$ 3,500,000.00	0.00425	240	\$ 43,875.92	\$ 10,530,219.99	0.50 MGD		\$ 4,900,000.00	\$ 735,000.00	\$ 958,000.00	\$ 3,937,219.99	\$ 10,530,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-32	2021	Bastrop-Parsons WW Improvements	\$ 423,292.00	0.00425	240	\$ 4,392.59	\$ 1,054,220.52	12"		\$ 507,950.40	\$ 76,200.00	\$ 75,900.00	\$ 394,170.12	\$ 1,054,000.00	Replacement of existing wastewater line in Bastrop and Parsons; to correct current capacity issues and serve additional growth
S-33	2023	Wilbarger Basin Gravity Line to Lift Station (off Gregg Lane)	\$ 1,000,000.00	0.00425	240	\$ 11,441.81	\$ 2,746,034.77	15"	6,200	\$ 1,300,000.00	\$ 195,000.00	\$ 224,300.00	\$ 1,026,734.77	\$ 2,746,000.00	New wastewater line to serve growth along Gregg Lane.
S-34	2023	Wilbarger Basin lift station and force main (off Gregg Lane)	\$ 1,300,000.00	0.00425	240	\$ 14,873.76	\$ 3,569,701.45	12" FM and 225 gpm LS	3,500	\$ 1,690,000.00	\$ 253,500.00	\$ 291,500.00	\$ 1,334,701.45	\$ 3,570,000.00	New lift station and force main to servie growth along Gregg Lane.
S-35	2023	Gravity line from City Limits to tie in to Wastewater line to Cottonwood	\$ 1,100,000.00	0.00425	240	\$ 12,585.79	\$ 3,020,590.33	12"	8,130	\$ 1,430,000.00	\$ 214,500.00	\$ 246,700.00	\$ 1,129,390.33	\$ 3,021,000.00	Option 1 -New gravity wastewater line to extend wastewater service to City Limits for future growth.
S-36	2024	Lift Station and Force main to Cottonwood WWTP	\$ 2,000,000.00	0.00425	240	\$ 23,969.71	\$ 5,752,729.61	10" FM 1,575 LUEs		\$ 2,700,000.00	\$ 405,000.00	\$ 496,800.00	\$ 2,150,929.61	\$ 5,753,000.00	New lift station and force main to serve areas south of US Hwy 290 along Old Kimbro Road.
S-37	2025	Expand Cottonwood WWTP to 0.80 MGD Capacity	\$ 3,500,000.00	0.00425	240	\$ 43,875.92	\$ 10,530,219.99	0.20 MGD		\$ 4,900,000.00	\$ 735,000.00	\$ 958,000.00	\$ 3,937,219.99	\$ 10,530,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-38	2025	Travis County Regional WWTP - with Elgin - Phase 1 - 1.1 MGD and 39" trunk main	\$39,000,000.00	0.00425	240	\$ 428,229.08	\$ 102,774,979.01	0.20 MGD		\$ 54,600,000.00	\$ 398,000.00	\$ 9,349,700.00	\$ 38,427,279.01	\$ 102,775,000.00	Build plant at Regional Site, road and electrical improvements add \$500,000
CIP-1	2021	Wildhorse Creek Lift Station Expansion	\$ 867,081.50	0.00425	240	\$ 8,595.49	\$ 2,062,916.57	1,075 gpm, 2nd WW		\$ 1,040,497.80	\$ 156,100.00	\$ 95,000.00	\$ 75,900.00	\$ 1,367,000.00	Change in discharge point increased Phase 1 capacity from 440 to 1026 LUEs, currently at about 706 LUEs. Will need to expand LS when Lagos develops to ultimate 1586 LUE capacity.
CIP-2	2023	Bell Farms Lift Station Expansion	\$ 866,000.00	0.00425	240	\$ 2,984.94	\$ 716,385.60	1,400 gpm, 2nd WW		\$ 1,125,800.00	\$ 45,000.00	\$ 30,000.00	\$ (484,414.40)	\$ 716,000.00	Presently at approximately 730 LUEs. Current phase 1 capacity is 1264 LUEs. Ultimate Capacity at phase 2 is 2172.
CIP-3	2023	Presidential Glen Lift Station Expansion	\$ 866,000.00	0.00425	240	\$ 2,984.94	\$ 716,385.60	2,275 gpm, 2nd WW		\$ 1,125,800.00	\$ 45,000.00	\$ 30,000.00	\$ (484,414.40)	\$ 716,000.00	Presently at approximately 1281 LUEs. Actual phase 1 capacity with current wastewater flows is in excess of 1500 LUEs. Ultimate Capacity at phase 2 is 3517.
CIP-4	2024	US 290 WW Line Expansion	\$ 603,378.00	0.00425	240	\$ 7,231.64	\$ 1,735,594.12	12" & 15"	1,566 & 2,760	\$ 814,560.30	\$ 122,200.00	\$ 149,900.00	\$ 648,933.82	\$ 1,736,000.00	Presently at approximately 264 PG+308 SW = 572 LUEs out of 1800 LUE capacity, expansion will double capacity.
CIP-6	2020	Travis County Rural Center Lift Station, force main	\$ 1,176,592.00	0.00425	240	\$ 10,515.32	\$ 2,523,676.39	500 gpm	500	\$ 1,353,080.80	\$ 127,000.00	\$ 100,000.00	\$ 943,595.59	\$ 2,524,000.00	Lift Station and Force Main from Rural Center to existing wastewater line



Wastewater LUEs are defined as producing 275 gallons of wastewater per day per single family residence as determined in the the City of Manor Wastewater Master Plan.

Total: \$ 217,061,000.00

- Legend**
-  CIP Pump Station
 -  CIP Storage Tank
 -  CIP 12" Water Main
 -  CIP 16" Water Main
 -  Elevated Storage Tank
 -  Ground Storage Tank
 -  Pump Building
 -  Water Treatment Plant
 -  Existing Water Main
 -  Creeks
 -  Service Area Boundary
 -  Roads
 -  City Limits
 -  Extra-Territorial Jurisdiction



February 2023
CIP Water Map

EXHIBIT A-2
CITY OF MANOR WATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
FEBRUARY 2023

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Project No.	Year	Description	Size	Unit	Length (ft)	Construction Cost (2022 Dollars)	Annual Interest	Period (yr)	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5% over 20 Years)	Total Project Costs	Detailed Description
W-6	2026	Blake Manor Road Water Line	12	inch	3,200	\$ 400,000.00	0.050	20	\$ 580,000.00	\$ 87,000.00	\$ 120,100.00	\$ 476,078.81	\$ 1,263,000.00	Transmission main from downtown along Blake Manor Road to future FM 973. Includes replacing 400 LF of 6" pipe in Downtown Plant
W-10	2022	Hill Lane Water Line	12	inch	3,450	\$ 289,800.00	0.050	20	\$ 362,250.00	\$ 54,300.00	\$ 58,300.00	\$ 287,213.85	\$ 762,000.00	Water Distribution main along Hill Lane to serve new growth
W-13	2023	US 290 Crossing at Golf Course	12	inch	250	\$ 200,000.00	0.050	20	\$ 260,000.00	\$ 39,000.00	\$ 44,900.00	\$ 208,008.51	\$ 552,000.00	Connect 12" water lines on north and south sides of US 290
W-14	2023	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,250,000.00	\$ 487,500.00	\$ 560,600.00	\$ 2,599,713.28	\$ 6,898,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump station for wholesale water supply connection
W-15	2022	FM 973 Water Line	12	inch	4000	\$ 336,000.00	0.050	20	\$ 420,000.00	\$ 63,000.00	\$ 67,600.00	\$ 333,031.37	\$ 884,000.00	Transmission main from US 290 to serve new growth on the east and west sides of FM 973
W-16	2023	US 290 Water Line	12	inch	2900	\$ 500,000.00	0.050	20	\$ 650,000.00	\$ 97,500.00	\$ 112,100.00	\$ 519,930.56	\$ 1,380,000.00	Parallel 12" waterline to increase US 290 capacity
W-17	2021	US 290 Water Line	16	inch	4400	\$ 677,626.12	0.050	20	\$ 813,151.34	\$ 122,000.00	\$ 121,600.00	\$ 639,177.89	\$ 1,696,000.00	Extend transmission main from Presidential Glen to Old Kimbro Road
W-18	2021	Old Kimbro Road Water Line	12	inch	3000	\$ 474,000.00	0.050	20	\$ 568,800.00	\$ 85,300.00	\$ 85,000.00	\$ 447,045.92	\$ 1,186,000.00	Transmission main to serve new growth north of US 290
W-20	2024	Bois D'Arc Lane Water Line	16	inch	2700	\$ 500,000.00	0.050	20	\$ 675,000.00	\$ 101,300.00	\$ 124,200.00	\$ 544,669.00	\$ 1,445,000.00	Transmission main to improve delivery of water from East EST
W-22	2024	Bois D'Arc Lane Water Line	12	inch	2500	\$ 400,000.00	0.050	20	\$ 540,000.00	\$ 81,000.00	\$ 99,400.00	\$ 435,735.20	\$ 1,156,000.00	Transmission main to serve new growth north of Tower Rd
W-24	2025	Gregg Manor Road Pump Improvements	1200	gpm		\$ 400,000.00	0.050	20	\$ 560,000.00	\$ 84,000.00	\$ 109,500.00	\$ 455,755.79	\$ 1,209,000.00	Increase Pump Capacity (and contracted supply) at wholesale water connection
W-31	2022	FM 973 Water Line	16	inch	5200	\$ 582,400.00	0.050	20	\$ 728,000.00	\$ 109,200.00	\$ 117,200.00	\$ 577,270.50	\$ 1,532,000.00	Transmission main along FM 973 from Tower Road to boundary of school site..
W-32	2023	FM 973 Water Line	16	inch	3200	\$ 358,400.00	0.050	20	\$ 465,920.00	\$ 69,900.00	\$ 80,400.00	\$ 372,721.74	\$ 989,000.00	Transmission main along FM 973 to connect waterlines along FM 973.
W-33	2024	Gregg Lane Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,375,000.00	\$ 506,300.00	\$ 621,000.00	\$ 2,723,224.01	\$ 7,226,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump for future growth.
Water CIP-1	2021	Gregg Lane to Tower Road Waterline	12	inch	3400	\$ 1,595,346.40	0.050	20	\$ 1,914,415.68	\$ 287,200.00	\$ 286,200.00	\$ 1,504,759.65	\$ 3,993,000.00	Transmission main from Manville WSC Booster Station to East Elevated Storage Tank
Water CIP-2	2017	AMR Water Meters				\$ 300,000.00	0.05	20	\$ 300,000.00	\$ 45,000.00	\$ 31,100.00	\$ 227,484.74	\$ 604,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Water CIP-3	2018	AMR Water Meters				\$ 400,000.00	0.05	20	\$ 420,000.00	\$ 63,000.00	\$ 48,300.00	\$ 321,357.73	\$ 853,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Total													\$ 33,628,000.00	

Notes:
Water LUEs are defined as requiring 450 gallons of water per day per single family residence as determined in the the City of Manor Water Master Plan.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 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 city vehicles and 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. Due to the more recurring winter storms the need for a tree chipper as part of the fleet is greater than ever. This equipment will allow the city to respond faster to clearing our thoroughfares.

LEGAL REVIEW: Yes

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Frost Bank Proposal
- Government Capital Corp. Proposal
- Quotes
- 2021 Chipper Truck
- Maintenance Summary Assessment / Photos of current maintenance issues
- Resolution No. 2023-05
- Exhibit A - Contract

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve Resolution No. 2023-05 and award a lease contract to Government Capital Corp.; and authorize the City Manager to execute the final contract after legal review.

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



February 22, 2023

City of Manor
Attn: Lydia Collins, Director of Finance
105 East Eggleston Lane
Manor, TX 78653

Proposal for Lease Purchase Financing

Frost is pleased to offer the following lease purchase proposal. Subject to the receipt of the required financial information, equipment detail, and credit approval, an equipment lease purchase financing agreement may be structured in accordance with the terms and conditions set forth in the proposal(s) below:

- LESSEE:** City of Manor ("Municipality")
- LESSOR:** Frost Bank ("Frost")
- PERSONAL PROPERTY:** *Equipment Financing Agreement ("Agreement") is to include new personal property acceptable to LESSOR up to \$588,317.25 to be used towards the purchase of the following vehicles, equipment, including tints and registration:*
- 2021 Chevrolet 5500 with Chipper Body*
 - Freightliner 114SD with Vac-Con Model V311HEN/1300*
- AGREEMENT FUNDING:** *The Agreement will commence by April 21, 2023.*
- PAYMENT SCHEDULE:** *The Municipality will make 60 monthly or annual payments.*
- PAYMENT AMOUNT:** *\$11,248.41 for 60 months, payments made monthly, in arrears*
\$137,921.19 for 5 years, payments made annually, in arrears
- FIXED RATE:** *5.54% for 60 months*
- If the lease commencement is after April 21, 2023, the rate is indexed to a rate equal to the FHLB Amortizing rate for 5 years plus a taxable spread of 1.75%.*
- ESCROW:** *An acquisition fund agreement may be used to fully fund purchases of Equipment in advance of receipt. The funds will be deposited with Lessee's depository bank in a Lessee/Lessor controlled account and Lessee will earn interest, if applicable. After all Lessee directed fundings, Escrow agent will close the account and credit to Lessee's next due lease payment(s) the outstanding balance in the account if any.*
- AT TERMINATION:** *No additional purchase price will be assessed upon termination of original Agreement period.*
- FEES:** *A fee equal to \$250.00 will be due and payable at lease commencement.*
- NET LEASE:** *This is a non-cancellable, net lease transaction whereby insurance, maintenance and taxes are the Lessee's responsibility.*

- AUTHORIZATION:** *Lessee shall provide Lessor with a certified copy of the minutes or resolution confirming Lessee has full power and authority to execute, deliver and perform the lease documents to which it is a party and to incur and perform the obligations provided for therein.*
- INSURANCE:** *Lessee will be required to carry, at its expense, all risk insurance in an amount equal to the lessor's stipulated loss value and liability insurance in an amount acceptable to Lessor.*
- Certificate(s) of insurance shall reflect Lessor as an additional named insured and loss payee, and shall be with companies and contain endorsements and amounts acceptable to Lessor.*
- ATTORNEY'S OPINION:** *LESSEE shall provide lessor with an attorney's opinion that financing of the equipment conforms with applicable State of Texas laws and that all documentation required is satisfactory to Lessor. All legal expense incurred to conform documents to the satisfaction of the Municipality, their Counsel, and the Lessor will be borne by the Municipality.*
- COURTMEETING MINUTES:** *Lessee shall provide Lessor with a duly executed copy, with original signatures, of the Court Meeting Minutes authorizing this financing by unanimous approval.*
- WARRANTIES:** *Lessor is not a manufacturer of, or dealer in, the equipment selected; and in that regard: Lessee acknowledges the equipment is of a size, design, capacity and manufacture selected by Lessee. Lessor does not inspect the equipment prior to delivery to Lessee and has not made and does not make any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability. Lessor will, however, take any steps reasonably within its power to make available to Lessee any manufacturers or similar warranty applicable to the equipment. Lessor shall not be liable to Lessee for any liability, loss or damage, caused or alleged to be caused directly or indirectly by the equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith.*
- FINANCIAL STATEMENTS:** *Lessee will provide annual financial statements, including operating figures, during the life of the lease.*
- DOCUMENTATION:** *All documentation must be satisfactory to all parties concerned. The lease will include a non-appropriations clause.*
- EXPIRATION OF BID:** *If not accepted, this bid will expire in forty five (45) days of the date of this bid.*
- SUMMARY:** *This bid in its present form does not represent a commitment to finance by Frost, and is not binding on either the Lessee or Lessor. It is subject to and contingent upon Lessee's approval of these conditions and Lessor's approval of the pricing and Lessee's credit and equipment*

Municipal Advisor Disclosure. *The information and materials contained or referenced herein have been prepared by Frost Bank solely for informational purposes. Neither Frost Bank, nor its affiliates, nor any of their representatives (collectively, "Frost") are recommending any action to you. Frost is not acting, and will not be acting, as a financial or municipal advisor to you, and does not owe you a fiduciary duty or any other duty pursuant to Section 15B of the Securities Exchange Act of 1934, as*

amended, with respect to the information and materials contained or referenced herein. Frost is acting for its own interest, which may be different from yours. You should discuss any information and material contained herein with any and all internal or external advisors and experts that you deem appropriate before acting on the same, including with respect to any legal, regulatory, tax or accounting treatment. In some circumstances, you may be required to retain the assistance of an independent registered municipal advisor ("IRMA") before negotiating or entering into a municipal financial product with Frost Bank.

Frost appreciates the opportunity to present this bid for your consideration.

By:

A handwritten signature in black ink, reading "Laura Eckhardt". The signature is written in a cursive, flowing style.

*Laura Elrod Eckhardt
Sr. Vice President*

cc: Ryan Bennett, Frost Bank



GOVERNMENT CAPITAL
CORPORATION

February 22, 2023

Mrs. Lydia Collins
Manor City Hall
512-272-5555
lcollins@manortx.gov

Dear Mrs. Collins,

Thank you for the opportunity to present proposed financing for City of Manor. I am submitting for your review the following proposed structure:

ISSUER:	City of Manor, Texas	
FINANCING STRUCTURE:	Tax Exempt Structure w/ \$1.00 purchase	
EQUIPMENT COST:	\$ 588,317.25	
TERM:	4 Annual Payments	5 Annual Payments
INTEREST RATE:	5.39%	5.47%
PAYMENT AMOUNT:	\$ 167,424.26	\$ 137,656.72
PAYMENTS BEGINNING:	One year from signing, annually thereafter	

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
SVP Client Services
Main: 817-421-5400



Custom Truck & Equipment
7701 E 24 Highway
Kansas City, MO 64125
Phone: (816) 241-4888
Fax: (816) 241-8826
www.customtruck.com

City of Manor
Lydia Collins, Director of Finance
Phone: (512) 272-5555
Email: lcollins@cityofmanor.org
Salesperson: Brian McCormick
Date: February 16, 2023
Quote Number: Q-26171

TITLE INFORMATION

Name as it Should Appear on Title: City of Manor
Address as it Should Appear on Title: 105 E. Eggleston Street, Manor, TX 78653

BILLING INFORMATION

Bill-To Name: City of Manor
Address as it Should Appear on Invoice: 105 E. Eggleston Street, Manor, TX 78653

SALES ORDER

UNIT(S) DESCRIPTION	PRICE
New 2021 Chevrolet 5500 4X4 / 1166 Load King Chip Body	\$97,550.00
QL-0054619 VIN: 1HTKJPVK6MH658733	
Year: 2021 Make: Chevrolet Model: 5500 Body Type: Chipper Body Truck	
Delivery Address: PO Box 387, Manor, TX 78653	Freight: \$ 0.00
Additional Notes: Customer pick up in Kansas City, MO.	

****ADMINISTRATIVE FEE: \$ 0.00**

TOTAL: \$ 97,550.00

Price is subject to change Without Notice and is Not Guaranteed due to Fluctuation in Material or Component Prices, Including Manufacturer's Surcharges.

DEPOSIT WITH ORDER: \$ 0.00

AMOUNT DUE PRIOR TO PICKUP OR DELIVERY: \$ 97,550.00

THIS IS NOT AN INVOICE. Payment should not be made from this document. Freight and taxes quoted in this Retail Buyers Order, including Federal Excise Tax, sales tax and other taxes, are approximate and for estimation purposes only. Actual freight and taxes may vary and will be reflected on a final invoice. Any Purchase Order listed is for customer reference purposes only, terms and conditions of sale are dictated by this Retail Buyers Order.

**"AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW."

ACCEPTED DEALER (NAME) _____

SIGNATURE _____

INITIALS

PURCHASER'S CERTIFICATION

- I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof. That this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND
- I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery; AND

TRANSIT DAMAGE

- Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.
- THIS IS A CASH SALE
- NOTICE: IF YOU ARE BUYING A USED VEHICLE, SEE THE REVERSE SIDE UNDER "PROVISIONS APPLICABLE ON SALE OF A USED VEHICLE" BECAUSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND CERTAIN STATEMENTS ARE MADE CONCERNING THE ODOMETER READING

6. I certify that I am 18 years of age, or older; and that I have read the printed matter on the front and back hereof and agree to it as a part of this order the same as if it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us
"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."

Purchaser(s) Signature and Date I hereby agree to purchase from you under the terms and conditions specified:

X

7. If Purchaser intends to obtain a certificate of title for this vehicle in a state where selling dealer is licensed to sell this vehicle (or is not required to be licensed to sell this vehicle), Purchaser will accept delivery of this vehicle at a selling dealer location in that state, or such other location as selling dealer and Purchaser may agree. If Purchaser intends to obtain a certificate of title for this vehicle in a state where selling dealer is not licensed to sell this vehicle (and would have otherwise been required to be licensed to sell this vehicle), unless selling dealer and Purchaser otherwise agree, selling dealer will coordinate the shipment of this vehicle to purchaser from Kansas City, Missouri. In such case, Purchaser hereby authorizes selling dealer, on behalf of Purchaser, to enter into a shipping contract with a third-party common carrier for the shipment of this vehicle to Purchaser's physical address set forth on the first page of this Retail Buyers Order, or such other location as selling dealer and Purchaser may agree. Purchaser agrees that delivery of this vehicle, including the transfer of title and risk of loss to purchaser, will occur at the time that this vehicle is loaded onto the common carrier's transport (i.e., FOB shipping point). The carrier will insure this vehicle while in transit, and the Purchaser will be the beneficiary of any claims for damage to this vehicle or losses occurring while this vehicle is in the possession of the common carrier. The shipping cost, if required, will either be included on this Retail Buyers Order as a separate line item, will be included in the purchase price of the vehicle or separately invoiced per Purchaser's instructions. The sale of this vehicle from selling dealer to Purchaser will be deemed to have occurred in Kansas City, Missouri.

8. ARBITRATION

MANDATORY ARBITRATION OF DISPUTES; ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION PURSUANT TO THE FOLLOWING TERMS.

a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration.

b. A single arbiter engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively; may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

NOTICE: LANGUAGE IN SECTION 3, SECTION 6, AND SECTION 7 BELOW DISCLAIMING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON VEHICLE WHICH IS SUBJECT OF THIS ORDER DOES NOT APPLY WHEN A SERVICE CONTRACT IS SOLD WITHIN 90 DAYS OF THE VEHICLE'S DATE OF SALE IN WHICH THE DEALER IS LEGALLY LIABLE UNDER THE SERVICE CONTRACT.

Provisions Applicable On Sale Of New Vehicle

1. **PRICE REVISION:** In the event the price to dealer of the series and body type ordered by purchaser is changed by the manufacturer prior to delivery to purchaser of the vehicle ordered by purchaser, dealer has the right to accordingly change the cash delivered price to purchaser, provided that if purchaser does not agree with such price change, purchaser may cancel this Purchase Order, in which event if a used vehicle has been traded in as a part of the consideration for the vehicle purchased by purchaser such traded-in vehicle shall be returned to purchaser upon payment of a reasonable charge for storage and repairs (if any), or, if such traded-in vehicle has been previously sold by dealer the amount received therefore less a selling commission of 15% and any expenses (for storing, insuring, conditioning or advertising such vehicle for sale) shall be returned to purchaser.

2. It is understood that there is not relationship of principal and agent between the dealer and the manufacturer and that the dealer is not authorized to act or attempt to act, or represent himself, directly or by implication, as agent of the manufacturer, or in any manner assume to create, or attempt to assume to create, any obligation on behalf of or in the name of the manufacturer.

3. The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

The manufacturer's printed warranty offered on the sale of new vehicles will be furnished to the purchaser upon delivery of the vehicle. Copies of manufacturer's warranties are available for study

4. **IMPORTANT:** If your new passenger car or light truck purchased on or after January 1, 1958 is defective and cannot be made to conform to its applicable express warranty coverage after four repair attempts, or it is out of service for more than 30 calendar days during the period of one year or the term of its applicable express warranty, whichever is earlier, you may be entitled under state law to replacement or to a refund. You must first notify the manufacturer of the problem in writing and provide the manufacturer an opportunity to repair the vehicle.

Provisions Applicable On Sale Of A Used Vehicle

5. **THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYERS GUIDE) FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVER- RIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

6. WITHOUT A WRITTEN DEALER'S WARRANTY

A. The vehicle described on the reverse of this page is being sold to you "AS IS" and "WITH ALL FAULTS," and THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Further, the undersigned acknowledges that he is not relying on any representations in purchasing this vehicle that may have been made by dealer or its agents or employees concerning the condition of the vehicle which are not stated herein. Purchaser shall not be entitled to recovery from the selling dealer for any consequential damages, incidental damages, property damage, or damages for loss of use, loss of time, loss of profits, for inconvenience or loss of income. If selling dealer issues a written express warranty or there remains a part of the manufacturer's warranty which has not expired according to its terms, this provision does not apply.

B. The selling dealer received this vehicle, with approximately the mileage shown on the odometer (less miles driven for testing and demonstration). However, selling dealer makes no warranty or representation as to the accuracy of said odometer reading, either express or implied, except that said odometer reading has not been altered by selling dealer, and that dealer has no knowledge that it was altered or disconnected prior to the time this vehicle came into the dealer's possession. In consideration of the purchase price stated on the reverse side of this page, purchaser hereby releases and forever discharges dealer, its officers, directors, employees, agents, successors, and assigns, from any and all claims, causes of action, liability and damages, which may result or develop from the accuracy of the odometer reading, and in the event that a claim is asserted against dealer by a subsequent purchaser of this vehicle based upon the accuracy of the odometer reading, purchaser agrees to indemnify and hold harmless the dealer there from.

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF PURCHASE ORDER

Purchaser understands that dealer has no control over what may have been done to the odometer by previous owners and that dealer has no way to ascertain the correctness of the odometer reading. Purchaser acknowledges that he has read understands and accepts all of the provisions of this disclaimer of warranty and release as set forth in paragraph 6

7. WITH A DEALER'S WRITTEN WARRANTY

A. The only warranties applying to the sale of this vehicle are those extended by the manufacturer in an unexpired manufacturer's warranty, if any so exists, and/or an express written limited warranty extended by selling dealer and delivered to purchaser at the time of delivery of this vehicle. The provisions and terms of such express written limited warranty are those set out in such instrument and SELLING DEALER HEREBY LIMITS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE SAME DURATION OF TIME AS THE EXPRESS WRITTEN LIMITED WARRANTY PROVIDED BY SELLER. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Further, selling dealer neither assumes nor authorizes any person to assume for it any liability other than that expressed in such instrument. The under- signed acknowledges that he is not relying on any representations herein. Purchaser's damages for the condition of this vehicle are limited and restricted to those which are recoverable by purchaser there under, including consequential or incidental damages. Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation may not apply to you. If the vehicle is sold "as is" and "with all faults," this provision "A" does not apply.

B. The selling dealer received this vehicle, with approximately the mileage shown on the odometer (less miles driven for testing and demonstration). However, selling dealer makes no warranty or representation as to the accuracy of said odometer reading, either express or implied, except that said odometer reading has not been altered by selling dealer, and that dealer has no knowledge that it has altered or disconnected prior to the time this vehicle came into dealer's possession. In consideration of the purchase price stated on the reverse side of this page, purchaser hereby releases and forever discharges dealer, its officers, directors, employees, agents, successors and assignees, from any and all claims, causes of action, liability and damages, which may result or develop from the accuracy of the odometer reading, and in the event that a claim is asserted against dealer by a subsequent purchaser of this vehicle based upon the accuracy of the odometer reading, purchaser agrees to indemnify and hold harmless dealer there from.

Purchaser understands that dealer has no control over what may have been done to the odometer by previous owners, and that dealer has no way to ascertain the correctness of the odometer reading. Purchaser acknowledges that he has read, understands and accepts all of the provisions of this disclaimer of warranty and release as set forth in paragraph

Other Provisions

8. NOTIFY SELLER WITHIN 20 DAYS: Purchaser shall give notice to seller of any breach of contract of express or implied warranty applicable to the goods within twenty (20) days of the time he discovers or should have discovered said breach or the purchaser shall be barred from any remedy for the breach. Purchaser shall thereafter return the goods to seller, or anyone designated by seller. Within twenty (20) days after the notice of breach to allow the seller the opportunity to cure the breach or the purchaser shall be barred from any remedy for the breach.

9. REAPPRAISAL OF TRADED-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the vehicle ordered by purchaser hereunder and such vehicle is not delivered to dealer until delivery to purchaser of the vehicle purchased by purchaser, such traded-in vehicle shall be reappraised at that time and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Purchase Order, purchaser may, if dissatisfied therewith, cancel this Purchase Order, provided, however, that such right to cancel is exercised prior to delivery of vehicle ordered hereunder to the purchaser and surrender of the traded-in vehicle to dealer.

10. PURCHASER'S WARRANTY OF TITLE AND PROMPT DELIVER OF TITLE: Purchaser warrants that the traded-in vehicle is his property free and clear of all liens and encumbrances except as otherwise noted on the title. Purchaser understands that the delivery and assignment of the certificate of title to any traded-in vehicle is an integral part of the entire sale transaction expressed in this retail buyer's order. If purchaser does not simultaneously assign and deliver the certificate of title at the time of trade-in or fails to do so within fifteen days of the trade-in, seller may: (1) cancel the sale/purchase order and exercise any and all remedies under law including repossession; or (2) treat the sale in every respect as if no trade-in took place and revise the purchase price for the ordered vehicle accordingly. In such cases, purchaser's trade-in will be returned upon payment of a reasonable charge for storage and repairs, if any.

11. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Unless this Purchase Order shall have been cancelled by purchaser under and in accordance with the provision of paragraphs "1" or "9" above, dealer shall have the right upon failure or refusal of purchaser to accept delivery of the vehicle ordered and to comply with the terms of this Purchase Order, to retain as liquidated damages any cash deposit made by the purchaser, and in the event a vehicle has been traded-in as a part of the consideration for the vehicle ordered by purchaser hereunder to sell such traded-in vehicle and reimburse himself with the proceeds of such sale for the expenses specified in paragraph "1" above and for such other expenses and losses as dealer may incur or suffer as a result of such failure or refusal by purchaser.

12. FAILURE OR DELAY OF DELIVERY: Dealer shall not be liable for failure to deliver or delay in delivery of the vehicle, accessories, or other parts thereof covered by the Purchase Order where such failure or delay is due, in whole or in part, to any cause other than the negligence of the dealer.



Heil of Texas
5900 Wheeler Street
Houston, TX 77023

Date 2/14/2023
Number 107661 Type of
Quote Single
PO

Quote

Retail Purchaser City of Manor Ship To: HOT San Antonio
Retail ID #22583
Comments

This quotation is valid for 30 days from the quotation date

Vac-Con module pricing on customer supplied chassis is valid for 120 days from date of purchase order.

Please consult factory if chassis ETA will surpass 120 days for pricing confirmation.

Model Number - V V311HEN/1300 L H A

Main Information

Model	V311HEN/1300
Blower	Hydrostatic Drive
Boom	10' Aluminum Telescoping Boom with Pendant Control Station
Hose Reel	Front Mounted, Articulating to Drivers Side, 600 foot (1 inch) Capacity (Std Pivot)
Jet Rodder Hose	600' x 1" Jet Rodder Hose
Water System	30 gpm/3000 psi FMC Pump - Single Engine, Hydrostatic Drive

Debris Body Options

Qty Description

- 1 6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)
- 1 A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided

Water System Options

Qty Description

- 1 1/4 turn ball valve water drain (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)
- 1 50' Capacity Retractable Hand Gun Hose Reel
- 1 Air Purge System
- 1 Debris Body "Power Flush" System, 8 jets
- 1 Electronic Titan Style Water Level Gauge
Hydroexcavation Package Includes: 50 foot handgun hose reel with 1/2" hose, 72" 1/2" schedule 80 lance
- 1 with single forward spray nozzle, Storage tubes for lances, Heavy duty unloader valve, Main control ball valve, Variable flow valve
- 1 Water Pump Remote Oil Drain

Hose Reel Options

Qty Description

- 1 Hose Footage Counter (Standard - Driver Side)

Misc Machine Options

Qty Description

- 1 Behind Cab Boom Support " Chassis frame mounted Boom Cradle Assembly with Bumper mounted boom docking assembly
- 1 Cone Storage Rack - MUST SELECT PLACEMENT BELOW
- 1 Cone Storage Rack Placement - Best Location Curbside
- 1 Long Handle Storage Placement - Mounted in Storage Box Under Shelf
- 1 Long Handle Storage/PVC (2) - MUST SELECT LOCATION BELOW
- 1 Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive) - If Applicable

Lighting Options

Qty Description

- 1 LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 50A03ZCR - Amber
- 1 LED Arrow stick - Whelen TAM85 Traffic Advisor
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED Flood Light - Level Wind Guide - Whelen NP6BB Worklight
- 1 LED Midbody Flood Lights with guards - Whelen NP6BB (Driverside and Curbside)
- 1 LED Rear Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 Midbody LED Strobes - Frame Mounted - Whelen 50A03ZCR - Amber

Electrical Options

Qty Description

- 1 Low Water Alarm with Light
- 1 Rear Camera Placement
- 1 Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable).
Does not include remote cable pendant controls for boom or hi dump.
- 1 Traffic Camera With Color Monitor - MUST PICK CAMERA PLACEMENT

Misc Accessories

Qty Description

- 1 No FEPTO

Leader Hose

Qty Description

1 1" x 15' Length Leader Hose

Pipe Storage Racks

Qty Description

1 Lazy Susan Pipe Rack (Holds 5 Pipes)

Vacuum Tubing

Qty Description

1 3' x 8" Clear Demo Tube 711-1255

1 6' x 8" Aluminum Pipe Extension

Paint

Pool Truck Chassis Model **California CARB Only Freightliner 114SD 6x4 66000GVWR ISL370 3000RDS** *Pool Trucks are subject to availability.*

Chassis Price \$129,600.00

Body Price \$361,167.25

Total: **\$490,767.25**

Offered by: Trevor Royal

Accepted by: _____

City of Manor
Combination Hydro excavation /Vac Truck
Needs Assessment

Combination Hydro-Excavation /Vac truck can be used to clear out wastewater lines and, manholes in:

<u><i>Location</i></u>	<u><i>Total Number of Manholes</i></u>
• Downtown Manor	113
• Wild Horse Creek Subdivision	91
• Lagos Subdivision	36
• Hamilton Point Subdivision	22
• Manor Commons	32
• Bell Farms Subdivision	45
• Carriage Hills Subdivision	37
• Greenbury Subdivision	28
• Presidential Glen Subdivision	200
• Presidential Heights Subdivision	94
• Stonewater Subdivision	141
Total	839

Storm drainage maintenance plan would be developed. The Combination Hydro-Excavation / Truck will be able to clear out these storm drain lines more effectively:

<u><i>Location</i></u>	<u><i>Total No. of Storm Drains</i></u>
• Downtown Manor	22
• Wild Horse Creek Subdivision	30
• Lagos Subdivision	19
• Hamilton Point Subdivision	18
• Manor Commons	30
• Bell Farms Subdivision	20
• Carriage Hills Subdivision	5
• Greenbury Subdivision	69
• Presidential Glen Subdivision	23
• Presidential Heights Subdivision	52
• Stonewater Subdivision	288
Total	288

Other planned maintenance scheduled task the unit could perform more efficiently citywide:

- During disaster declared events, city lift stations will become priority work task for the maintenance crews to manage along with routine sewer services calls for service, sewer wastewater line locations, water mains and water service would be repaired without hitting any buried cable/fiber lines or gas lines.
- Locate water or wastewater lines and depth for future projects.
- Locating valves, cleanouts, and manholes.
- Lift station cleaning of grease and other debris.
- Cleaning culverts, washing down streets in case of debris on the road.
- Installing street signs anchor installations on street.
- Combination unit would be available to assist neighboring communities during a disaster recovery event or emergency locations.

Sewer Manhole / Maintenance
February 2023 Grease Accumulation (W. Parsons / Lexington Avenue)







Item 14.









City of Manor 2021 Chipper Truck



RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY OF MANOR, TEXAS, FOR THE PURCHASE AND FINANCING OF PUBLIC WORKS VEHICLES AND EQUIPMENT.

WHEREAS, the Public Works Department requires a combination sewer cleaner and chipper truck to maintain the sewer and mains and storms drains properly; and

WHEREAS, the procurement of a is more cost effective than hiring contractors to perform the same work; and

WHEREAS, to purchase the aforementioned combination sewer cleaner and chipper truck, the City desires to enter into that certain Finance Contract 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** (the, "Finance Agreement") to effectuate the purchase of the combination sewer cleaner and chipper truck.

SECTION 3. The City Council of the City of Manor designates either the City Manager or City Manager's designee as an authorized signer of the Finance Agreement.

SECTION 4. The City of Manor Texas will use the loan proceeds procured under the Finance Agreement for reimbursement of expenditures related to the combination sewer cleaner and chipper truck, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

SECTION 5. This Resolution will become effective from and after its passage.

DULY PASSED AND APPROVED this 1st day of March 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia Almaraz, TRMC
City Secretary

Approved as to form and legality:

Paige Saenz, City Attorney

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.10247** (hereafter referred to as the "Finance Contract") is dated as of **March 1, 2023**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Manor**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from Heil of Texas and Custom Trade & Equipment that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution, the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

(g) The Issuer will pay the Payments due by check, wire transfer, or ACH only.



GOVERNMENT CAPITAL
CORPORATION

6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Delivery Date, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either **(a)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or **(b)** sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date which has an amount shown in the "Early Redemption Value" column of Exhibit B attached hereto. "N/A" shall mean not prepayable. The Issuer shall not have the right to prepay the Finance Contract in part at any time.

(b) As condition precedent to the Issuer's right to make, and GCC's obligation to accept, any such prepayment, GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2023 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Delivery Date, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Delivery Date and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with, and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

(i) To the extent this Contract 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, GCC represents that neither GCC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of GCC (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. 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.

(j) To the extent this 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. 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 this 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).

(k) 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 Contract. 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.

(l) GCC verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If we have misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Contract.

(m) 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.

(n) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the ____ day of _____ in the year 2023.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature _____

Print Name _____

Print Title _____

The Issuer: City of Manor

Scott Moore, City Manager
105 E. Eggleston Street
Manor, TX 78653

Witness Signature _____

Print Name _____

Print Title _____

EXHIBIT A

Public Property Finance Act Contract **No.10247** (THE "FINANCE CONTRACT")
By And Between
Government Capital Corporation and **the Issuer**, City of Manor
Dated as of March 1, 2023

QTY DESCRIPTION

Personal Property Property Cost: \$588,317.25 Payback Period: Five (5) Annual Payments

Combination Sewer Cleaner and Chipper Truck

One (1) New 2021 Chevrolet 5500 4x4 / 1166 Load King Chip body
VIN# 1HTKJPVK6MH658733 Vac-Con Truck

One (1) Vac-Con V311HEN/1300

6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)
A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided

PROPERTY LOCATION:
Manor Public Works Department
105 E. Eggleston St.
Manor, Texas 78653

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT **NO.10247** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Manor

Schedule Dated as of March 10, 2023

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	3/10/2024	\$137,656.72	\$32,180.95	\$105,475.77	N/A
2	3/10/2025	\$137,656.72	\$26,411.43	\$111,245.29	N/A
3	3/10/2026	\$137,656.72	\$20,326.31	\$117,330.41	\$257,418.45
4	3/10/2027	\$137,656.72	\$13,908.34	\$123,748.38	\$131,602.98
5	3/10/2028	\$137,656.72	\$7,139.32	\$130,517.40	\$0.00
Grand Totals		\$688,283.60	\$99,966.35	\$588,317.25	

Interest Rate: 5.47%

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.10247** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and **the Issuer**, City of Manor

Dated as of March 1, 2023

I, Lluvia T. Almaraz, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Manor, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.10247, between City of Manor (the "Issuer") and Government Capital Corporation ("GCC").

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Scott Moore	City Manager	_____

IN WITNESS WHEREOF, I have duly executed this certificate hereto this ____ day of _____, 2023.

By: _____
Lluvia T. Almaraz, City Secretary

TAX AND ARBITRAGE CERTIFICATE

Public Property Finance Act Contract No.10247 (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and **Issuer**, City of Manor

Dated as of March 1, 2023

This **Tax and Arbitrage Certificate** is executed on this ____ day of _____, 2023 by the undersigned ("Issuer") and pertains to that financing agreement dated March 1, 2023, as is more fully described above (the "Financing Contract"). This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation Sections 1.141-1 through 1.141-15, 1.148-0 through 1.148-11, 1.149(d), 1.149(g)-1, 1.150-1 and 1.150-2 (the "Regulations"). The Issuer hereby agrees that: (a) proceeds derived from the issuance of the Finance Contract shall only be used to acquire property that has a governmental purpose and will not be used to acquire property that will benefit any private business activity; (b) proceeds derived from the issuance of the Finance Contract shall never be invested in instruments yielding an interest rate return in excess of the rate of interest set forth in the Finance Contract; (c) proceeds derived from the issuance of the Finance Contract shall be fully and completely expended for their anticipated purpose within at least one year from the date of the Finance Contract; (d) proceeds derived from the issuance of the Finance Contract shall not be used to finance any acquisition other than the purchase of that property identified in the Finance Contract along with related costs and costs of issuance; (e) the repayment of the Finance Contract is not guaranteed directly or indirectly by the federal government; (f) Issuer shall execute a Form 8038-G and allow for such to be filed of record with the Internal Revenue Service; (g) the Finance Contract is in registered form and that the Issuer shall maintain a record regarding the ownership of the Finance Contract and the payment of all sums payable under the Finance Contract; (h) the proceeds derived from the issuance of the Finance Contract are not in excess of the sums required in order to acquire the property that is the subject of the Finance Contract and to fund the costs associated with the issuance of the Finance Contract; (i) Issuer does not currently contemplate the sale or disposition of the property that is the subject of the Finance Contract prior to the expiration of the Finance Contract's payment terms; and (j) the Issuer shall otherwise abide by all applicable rules and regulations related to the issuance of the Finance Contract.

To the best of the knowledge and belief of the undersigned, the expectations as set forth above, are reasonable; and there are no present facts, estimates, and circumstances which would change the foregoing expectations. The Issuer has not been notified of the listing, or proposed listing of it, by the Internal Revenue Service as an Issuer whose arbitrage certificates may not be relied upon.

Executed on the date first referenced above.

Issuer: City of Manor

Scott Moore, City Manager
105 E. Eggleston Street
Manor, TX 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on selecting an appraiser for the Manor Heights Public Improvement District (PID) Improvement Area No. 3.

BACKGROUND/SUMMARY:

In accordance with the City’s PID policy, the City, with input by the Developer, selects a PID appraiser when a PID is created. The City Council previously approved an appraiser for the creation of the Manor Heights PID. In May of 2021, bonds were issued for the Manor Heights PID Major Improvement Area and Improvement Areas Nos. 1 and 2. Since that time, the market land prices have changed and a new appraisal is needed in anticipation of issuing bonds for the Manor Heights PID Improvement Area No. 3. City staff and Developer make the recommendation that AEGIS Group, Inc. be selected as the appraiser based on their experience in appraising PIDs in the area.

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

- Engagement Letter

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council approve the selection of AEGIS Group, Inc. as the appraiser for the Manor Heights PID Improvement Area No. 3 and authorize the City Manager to enter and execute the engagement letter for appraisal services with AEGIS Group, Inc.

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

THE ÆGIS GROUP, INC.

REAL ESTATE APPRAISAL & CONSULTING

9430 Research Boulevard, Echelon Building II, Suite 150, Austin, Texas 78759

(512) 346-9983

info@aegisgroupinc.com

February 14, 2023

Mr. Scott Moore
City Manager
City of Manor
105 East Eggleston Street
Manor, Texas 7853

RE: Engagement Letter – Manor Heights Public Improvement District, Improvement Area #3,
City of Manor, Travis County, Texas.

Dear Mr. Moore:

The Aegis Group, Inc. proposes to prepare an appraisal of the Manor Heights Public Improvement District (PID). It is our understanding the appraisal will focus on the 391 single-family lots to be developed in Improvement Area #3 in the existing Manor Heights community (being marketed as Carillion) located immediately north of the intersection of U.S. Highway 290 East and Old Kimbro Road, Manor, Travis County, Texas

The appraisal fee will be \$18,000 payable 50% (\$9,000) upon return of this engagement letter with the balance upon delivery of the draft report. The funds for the payment of the appraisal are from funds deposited to the City of Manor Development Fee Account for the Manor Heights PID, and not payable from general funds of the City of Manor.

Provided information including a near final SAP; site plans; topography maps; all hard and soft development costs; lot sale contracts (if available) or if not LOIs along with all details anticipated to be included in the contracts; and the proposed PID tax rates is provided within seven days of being awarded this assignment, we can meet the following schedule:

Delivery of Draft Appraisal: Approximately 45-60 days from engagement

Meeting to Review Draft: Any date proposed by the City of Manor if possible

Completion of Appraisal: Approximately two weeks from receiving final review comments.

I understand that the City of Manor, a political subdivision of the State of Texas, is contemplating financing public infrastructure through the issuance of Special Assessment Revenue Bonds for the PID to be created on the Manor Heights community located in the City of Manor, Travis County, Texas. I understand this bond money will be used to fund the master common infrastructure of the area designated as Manor Heights PID Improvement Area #3. This will include but is not limited to the major trunk road with water and sewer lines extending along it (including reclaimed water systems), offsite utility extensions, drainage, and detention improvements on the site. The PID proceeds will also fund soft costs including engineering and fees. I understand Improvement Area #3 will include 391 single-family lots (176 50' lots, 49 55' lots, 60 60' lots, as well as 60' condominium lots). It is my understanding that all of the lots in Improvement Area #3 will be platted and approved as of the effective date of the appraisal. I

further understand all local infrastructure for the residential lots including streets and utilities will be part of a future PID funding in combination with developer funding. We also understand the developer will fund mass grading, landscaping and amenities, as well as perimeter and retaining walls.

I understand that the appraisal will be used in conjunction with the above-described PID Bond offerings (“Intended Use”). All improvements will be funded with Bond Proceeds and Developer contributions that will serve the proposed Manor Heights community. The appraisal report will comply with the development and reporting requirements outlined in Standard Rules 1-2 and 2-2(a) in the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP). This will include a valuation of any individual parcels based on the current land use plan and parcelization proposed by the developer. The proposed development will be valued using commonly accepted appraisal methods, including all three approaches to value that are applicable.

Any additional work required after the acceptance of our appraisal, or any due to changes in the proposed development or our scope of work will be billed at an hourly rate of \$450.00 per hour.

The client for our appraisal will be The City of Manor. Both the City of Manor and FMS Bonds, Inc. are the intended users of the appraisal report. It is understood that the Appraisal or a summary of the Appraisal will be included in the bond offering documents including the SAP and PLOM.

Reproduction of the appraisal in the Preliminary and Final Official Statement for the PID bond offerings is hereby approved and a statement of the right to produce copies for such purposes will be included in the appraisal.

It is anticipated that at least two appraisers, including myself, may be working on the project.

Specifications for the proposed Infrastructure Improvements need to be provided by the Client within seven days of engagement of the appraisal. If this information is not provided in a timely manner, our appraisal report could be delayed.

The PID Area will be appraised assuming the following Hypothetical Conditions, Extraordinary Assumptions, and Ordinary Assumptions:

HYPOTHETICAL CONDITION

Hypothetical conditions deal with factors that are known to be false but are presumed to be true for the purposes of the appraisal.

Our appraisal will be based on the Hypothetical Condition that all 285 single-family lots, as well as the 106 condominium lots, will be fully developed with paved streets, adequate storm sewer capacity, as well as municipal utilities including water and sewer lines stubbed to each lot. Our appraisal of the proposed lots will also be based on the assumption the lots will be graded and ready for the immediate construction of new homes.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraisers' opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. For the purpose of this appraisal, the following extraordinary assumptions are assumed:

1. All the infrastructure costs supplied by the developers are true and correct; however, we will use our judgment to identify any that appear unreasonable.
2. This appraisal assumes that the Development Plan for the Manor Heights project, as provided to the appraisers, is constructed in a workmanlike manner. It further assumes that the lots in this development will be aggressively marketed and competently managed.
3. To complete the appraisal the combined tax rate of all entities taxing the property, including the proposed PID, and the assessment rate on the property, must be provided to the appraiser.

ORDINARY ASSUMPTIONS

The legal description furnished is assumed to be correct. The Aegis Group, Inc., assumes no responsibility for matters legal in character, nor renders any opinion as to the title, which is assumed to be good. The property is appraised having knowledgeable ownership and competent management.

The Aegis Group, Inc. has made no survey and assumes no responsibility in connection with such matters. The information identified in the report as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed. The construction and condition of any improvements mentioned in the body of the report are an observation and/or plans provided by the developer and no engineering study has been made which would discover any latent defects. No certification as to any of the physical aspects could be given unless a proper engineering study was made.

The distribution of the total evaluation between land and improvements in the report, where applicable, applies only under the existing program of utilization. The separate estimates for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

I am not required to give testimony or attendance in court by reason of the appraisal with reference to the property in question unless arrangements have been made previously thereof.

Possession of the report or a copy thereof does not carry with it the right of publication except as previously stated above; provided, however, that the Clients may publish this report for purposes of the Intended Use. It may not be used for any purpose by anyone other than the Intended Users without the previous written consent of the appraiser.

Except when used in conjunction with the Intended Use, neither all nor any part of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written approval and consent of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected or any reference to the Appraisal Institute, or the MAI designation.

To the best of the appraiser's knowledge, the subject property does not contain any toxic substances such as hazardous waste, asbestos or radon gas which would adversely impact the market value of the subject. Additionally, to the best of the appraiser's knowledge, there are no properties within the immediate area which contain these substances. This is not a guarantee that these substances do not occur in the subject property or within the immediate area. This is only a statement as to the knowledge of the appraiser.

It is assumed that all applicable zoning and use regulations and restrictions are complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

It is assumed that there are no easements or encroachments unless noted within the report.

It is assumed that all improvements are completed in a workmanlike manner and are built in compliance with the construction standards of the City of Manor.

If this proposal is acceptable, please acknowledge below and return to my office.
Respectfully submitted.

THE AEGIS GROUP, INC.



Eldon Y. Rude, MAI

Agreed and accepted by:

Acknowledged by:

Signature: x _____

Signature: x _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Decertification and Compensation Agreement with WH200, LP and Heart of Manor, LP for the Wildhorse Project.

BACKGROUND/SUMMARY:

Property Owner and City staff have negotiated a decertification and compensation agreement for the release of approximately 20.98 acres of land from the City’s water Certificate of Convenience and Necessity for the Wildhorse project. The compensation amount in the agreement is \$15,000.

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

- Decertification and Compensation Agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the Decertification and Compensation Agreement with WH200, LP and Heart of Manor, LP for the Wildhorse Project.

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

DECERTIFICATION AND COMPENSATION AGREEMENT

This Decertification and Compensation Agreement (the “Agreement”) is made and entered into on this the ____ day of March, 2023, by and between Texas WH200, LP, a Texas limited partnership and Heart of Manor, LP, a Texas limited partnership (hereinafter “Petitioners”), the City of Manor, a Texas home rule municipality (hereinafter “City”). Together, Petitioners, and City are sometimes referred to herein as the “Parties.”

RECITALS

WHEREAS, Petitioners own certain real property in Travis County, Texas, more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (“Property”); and WHEREAS, it is not feasible for the City to provide retail water service to the Property as needed by Petitioners;

WHEREAS, Petitioners intend to petition the Public Utility Commission of Texas (“PUC”) requesting that the Property be released from the certificate of convenience and necessity (“CCN”) No. 10947 issued to the City for water service in Travis County, Texas using any legal method authorized by the Texas Water Code, including through a streamlined expedited release process pursuant to Texas Water Code § 13.2541 and 16 Tex. Admin. Code § 24.245(h) (the “SER Petition”); and

WHEREAS, pursuant to 16 Tex. Admin. Code § 24.245(i)(1), the Parties hereto agree to the amount of compensation owed by Petitioners to the City related to the City’s agreement to release of the Property and grant of the SER Petition by the PUC; and WHEREAS, at the appropriate time, Petitioners will make a filing regarding this agreement on compensation with the PUC.

NOW, THEREFORE, it is the intent of Petitioners and the City to effectuate a full and complete settlement and resolution of their disputes regarding service to the Property, the SER Petition, and any related compensation through the execution of this Agreement. By their representatives affixing signatures below, Petitioners and the City agree as follows:

TERMS OF AGREEMENT

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SER Compensation.
 - a) Compensation. The Parties agree that Petitioners shall pay the City compensation pursuant to 16 Tex. Admin. Code § 24.245. Specifically, Petitioners agree to pay the City compensation in the total amount of \$15,000 to satisfy its obligation herein and to comply with a PUC determination on compensation pursuant Texas Water Code § 13.2541 and 16 Tex. Admin. Code § 24.245.

- b) PUC Filing. No later than 10 days after the PUC order granting the SER Petition, Petitioners will prepare a joint filing regarding compensation with the PUC, in lieu of the parties selecting appraisers.
- c) Payment. Petitioners shall pay the City the compensation agreed upon in Section l(a) above no later than 30 days after the PUC grants a determination on compensation and such payment shall be made not later than 30 days after the PUC order which approves the amount of the compensation. Payment shall be made by check, unless otherwise agreed by the Parties.

2. Cooperation and Waiver of Appeal. In consideration of this settlement, the City agrees not to act to oppose the SER Petition. Petitioners shall incur all costs associated with the SER Petition or other legal method authorized by the Texas Water Code, including preparation of all pleadings and exhibits, Jackson Walker LLP's attorneys' fees, administrative and filing fees, and consultants' fees. Petitioners will provide the City with reasonable updates on the status of the SER Petition. The City will work in good faith with Petitioners to effectuate the purpose of this Agreement and will execute the documents and cooperate in the filing of those documents needed to effectuate the purpose of this Agreement, including those filings required by the PUC.

3. Settlement of Claims. The Parties recognize and acknowledge that the payment specified herein is paid to settle any and all claims relating to the SER Petition, any compensation to the City as required by law, and for the release by the City of the retail water certificated service rights to the Property.

MISCELLANEOUS

1. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

2. The obligations and undertakings of each of the parties to this Agreement shall be performed in Travis County, Texas. The parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Travis County, Texas.

3. This Agreement contains the entire agreement of the Parties with respect to the real property located within Manor CCN No. 10947 more fully described in Exhibit A. No agreement, statement, or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the party or parties to be charged.

4. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns.

5. This Agreement shall be effective as of the date of execution by the last signatory of the Agreement (the "Effective Date").

6. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning,

and any presumption or principle that the language herein is to be construed against either Party shall not apply.

7. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

8. This Agreement may be executed in counterparts.

9. In the event that the terms and conditions of this Agreement are breached by either party, and the parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this Agreement are not being complied with by one of the parties, the prevailing party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing party, general or special, at law or in equity, to which the prevailing party may show itself justly entitled.

10. The respective signatories to this Agreement represent to the Parties that they are authorized to sign this Agreement on behalf of their respective party.

11. The recitals, covenants, and agreement contained herein, and in the attached agreements, are contractual in nature and not mere recitations of fact.

[signature pages follow]

IN WITNESS THEREOF, the Parties have executed this Agreement effective as of the date above written.

CITY OF MANOR

By: _____

Its: _____

Printed Name: _____

ATTEST:

Lluvia T. Almaraz, City Secretary

TEXAS WH200, LP

By: _____
Its: Manager
Printed Name: Peter A. Dwyer

HEART OF MANOR, LP

By: _____
Its: Manager
Printed Name: Peter A. Dwyer

EXHIBIT A

(Property Description)

PROPERTY DESCRIPTION

BEING a 11.723 acre (510,642 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, James Manor Survey No. 39, Abstract No. 528, and the William H. Sanders Survey No. 54, Abstract No. 690, City of Austin, Travis County, Texas and being a portion of a remainder of a called 100.00 acre tract described in Special Warranty Deed to Texas WH200, LP. recorded in Instrument No. 2010177691, Official Public Records, Travis County, Texas and being a portion of the City of Manor Water Certificate of Convenience and Necessity and being more particularly described as follows:

BEGINNING at a point in the west right-of-way line of Blue Bluff Road (a variable width right-of-way) and being the northeast corner of said 100.00 acre tract and being in the southwest line of a called 142.196 acre tract of land described in Quit Claim Deed to Carol Anne Schryver, Trustee of the Ronald Bloom and Carol Anne Schryver Living Trust recorded in Instrument No. 2013096121 of said Official Public Records;

THENCE along said west right-of-way line of Blue Bluff Road and east line of said 100.00 acre tract, the following courses and distances:

- South 09°08'57" West, a distance of 224.11 feet to a point for corner;
- South 17°37'21" East, a distance of 592.53 feet to a point for corner;
- South 01°08'13" East, a distance of 223.56 feet to a point for corner;
- South 15°22'50" West, a distance of 135.27 feet to a point for corner;

THENCE departing said west right-of-way line of Blue Bluff Road and over and across said 100.00 acre tract and along the approximate Water Certificate of Convenience and Necessity line as provided by Chris Robertson of Steger Bizzell Engineering, Inc., the following courses and distances:

- North 36°25'07" West, a distance of 977.44 feet to a point for corner;
- North 18°35'19" West, a distance of 761.86 feet to a point for corner in said southwest line of the 142.196 acre tract;

THENCE along said southwest line of the 142.196 acre tract, South 62°34'58" East, a distance of 800.78 feet to the **POINT OF BEGINNING** and containing 510,642 square feet or 11.723 acres of land.

SURVEYORS CERTIFICATION: THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

James Janisse
02/22/23

JAMES L. JANISSE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 0038704
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
jay.janisse@kimley-horn.com

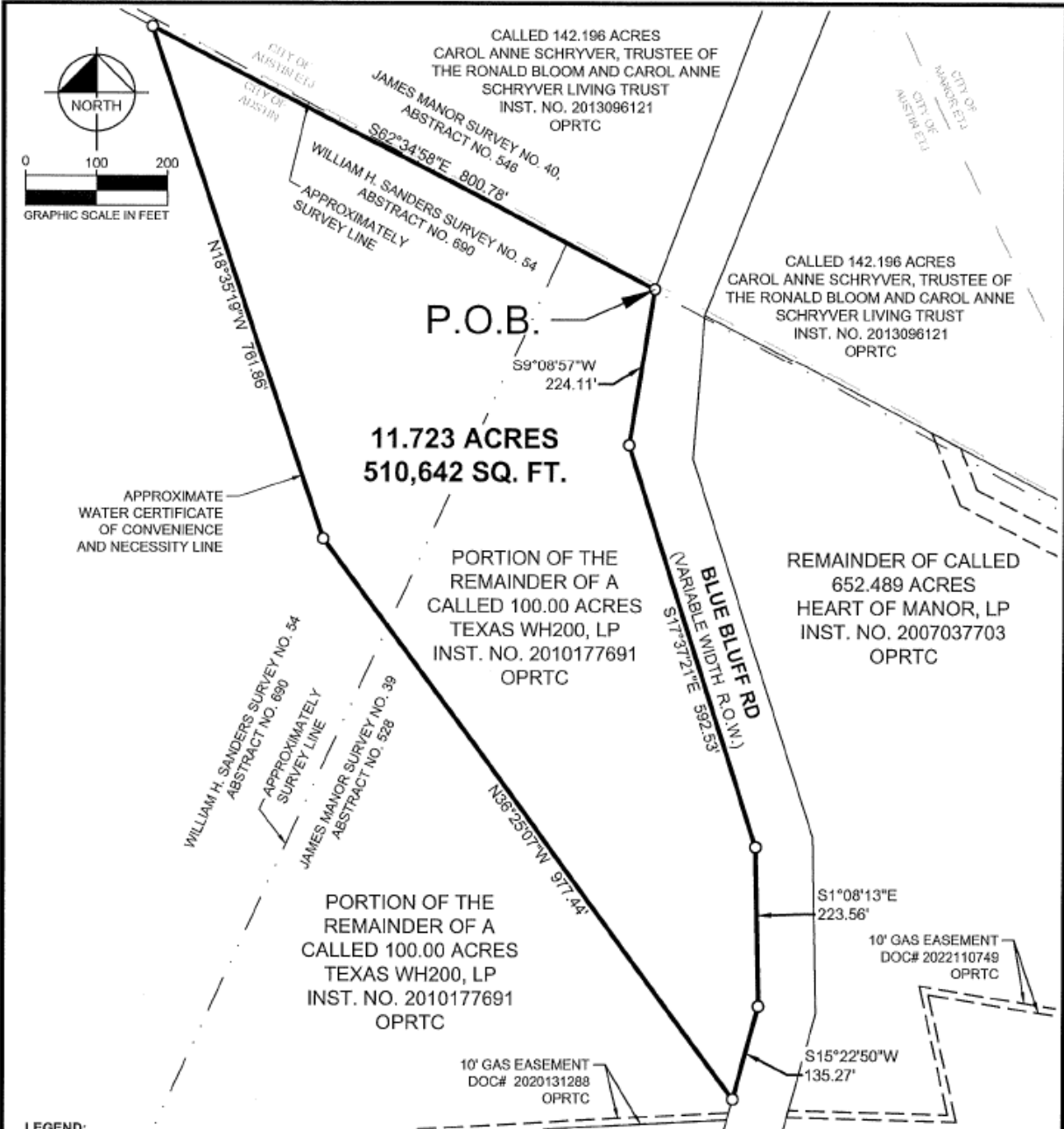


**EXHIBIT OF A
11.723 ACRE TRACT**

JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546,
JAMES MANOR SURVEY NO. 39, ABSTRACT NO. 528,
WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690,
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale N/A	Drawn by MGB	Checked by JLJ	Date Feb. 2023	Project No. 069244500	Sheet No. 1 OF 2

BLANKENSHIP, MATTHEW 2/22/2023 1:46 PM K:\SNA_SURVEY\WILDHORSE DEVELOPMENT\WILDHORSE CCR\WILDHORSE_11.723 AC.DWG



LEGEND:

POB = POINT OF BEGINNING
 VOL, PG. = VOLUME, PAGE
 INST. NO. = INSTRUMENT NUMBER
 DRTC = DEED RECORDS TRAVIS COUNTY
 RPRTC = REAL PROPERTY RECORDS TRAVIS COUNTY
 OPRTC = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

SURVEYORS CERTIFICATION: THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

**EXHIBIT OF A
 11.723 ACRE TRACT**
 JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546,
 JAMES MANOR SURVEY NO. 39, ABSTRACT NO. 528,
 WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690,
 CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

Kimley»Horn
 12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale 1" = 200'	Drawn by MGB	Checked by JLJ	Date Feb. 2023	Project No. 069244500	Sheet No. 2 OF 2
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PROPERTY DESCRIPTION

BEING a 9.257 acre (403,244 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546 and James Manor Survey No. 39, Abstract No. 528, City of Austin, Travis County, Texas and being a portion of a remainder of a called 652.489 acre tract described in General Warranty Deed with Vendor's Lien to Heart of Manor, LP. recorded in Instrument No. 2007037703, Official Public Records, Travis County, Texas and being a portion of the City of Manor Water Certificate of Convenience and Necessity and being more particularly described as follows:

BEGINNING at a point in the east right-of-way line of Blue Bluff Road (a variable width right-of-way) and being the northwest corner of said 652.489 acre tract and being in the southwest line of a called 142.196 acre tract of land described in Quit Claim Deed to Carol Anne Schryver, Trustee of the Ronald Bloom and Carol Anne Schryver Living Trust recorded in Instrument No. 2013096121 of said Official Public Records;

THENCE along said southwest line of the 142.196 acre tract, South 62°34'24" East, a distance of 301.15 feet to a point for corner;

THENCE departing said southwest line of the 142.196 acre tract, and over and across said 652.489 acre tract, South 12°32'42" East, a distance of 1,511.24 feet to a point for corner in the approximate Water Certificate of Convenience and Necessity line as provided by Christ Robertson of Steger Bizzell Engineering, Inc.;

THENCE along said approximate Water Certificate of Convenience and Necessity line, North 48°24'13" West, a distance of 656.51 feet to a point for corner in said east right-of-way line of Blue Bluff Road and west line of said 652.489 acre tract;

THENCE along said east right-of-way line of Blue Bluff Road and west line of said 652.489 acre tract, the following courses and distances:

- North 15°22'47" East, a distance of 202.46 feet to a point for corner;
- North 01°08'07" West, a distance of 246.87 feet to a point for corner;
- North 17°38'01" West, a distance of 558.12 feet to a point for corner;
- North 04°23'38" East, a distance of 204.70 feet to the **POINT OF BEGINNING** and containing 403,244 square feet or 9.257 acres of land.

SURVEYORS CERTIFICATION: THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

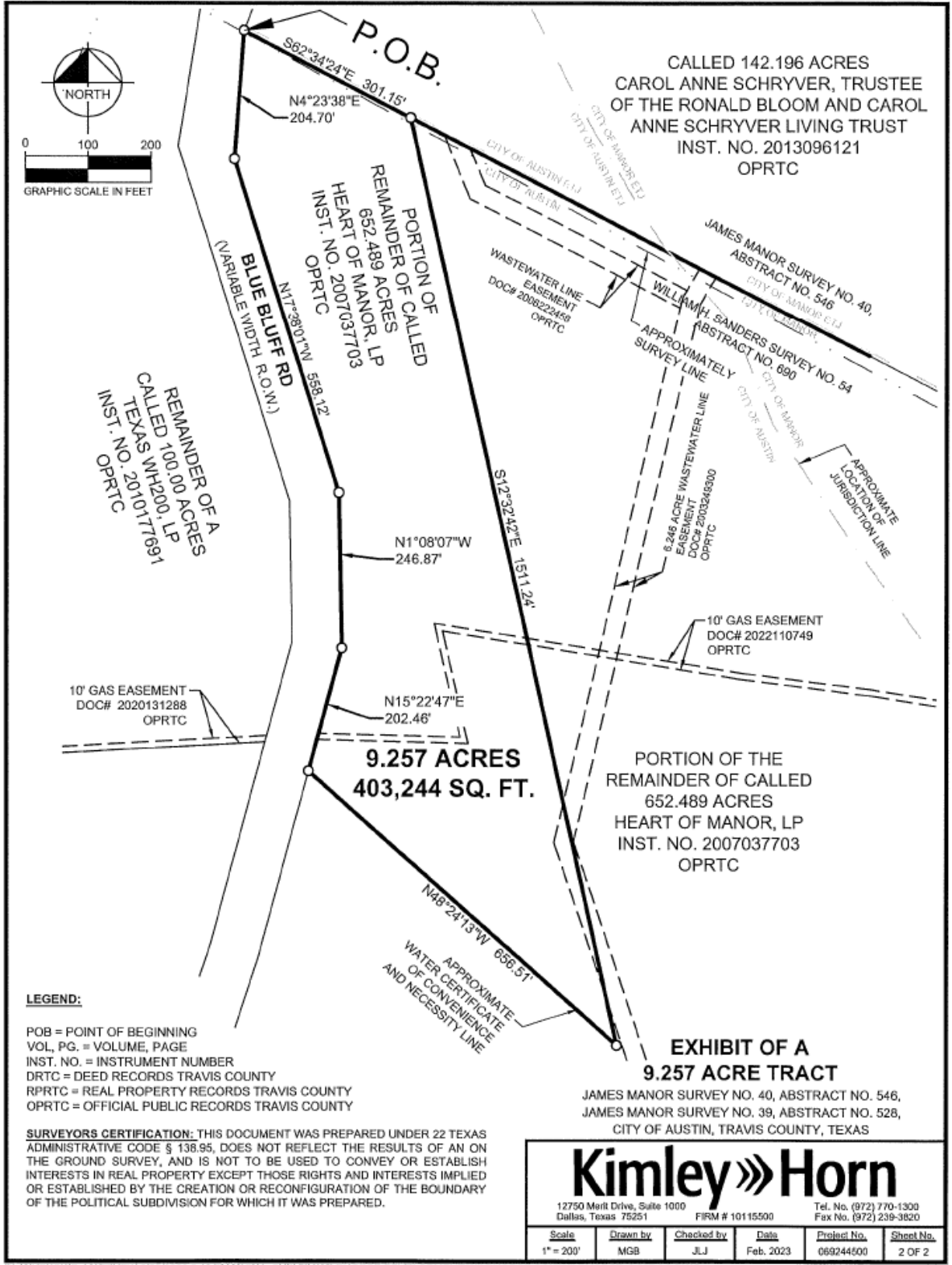
James Janisse 02/22/23
JAMES L. JANISSE
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 0038704
 10101 REUNION PLACE, SUITE 400
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166
 jay.janisse@kimley-horn.com



EXHIBIT OF A
9.257 ACRE TRACT
 JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546,
 JAMES MANOR SURVEY NO. 39, ABSTRACT NO. 528,
 CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

Kimley»Horn					
12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	MGB	JLJ	Feb. 2023	069244500	1 OF 2

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AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Wildhorse Project with WH200, LP and Heart of Manor, LP.

BACKGROUND/SUMMARY:

The property owner is requesting the release of approximately 20.98 acres of land from the City’s water Certificate of Convenience and Necessity (CCN) for the Wildhorse project. The attached deposit agreement is submitted to be entered into in order to begin work on the process of releasing the land from the City’s CCN.

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

- Deposit Agreement

STAFF RECOMMENDATION:

It is city staff’s recommendation that the City Council approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Wildhorse Project with WH200, LP and Heart of Manor, LP and authorizing the City Manager to execute the agreement.

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

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT FOR THE
PROPOSED WATER SERVICE TRANSFER FOR THE
WILDHORSE PROJECT**

THIS DEPOSIT AGREEMENT (this “Agreement”) is made and entered into as of March __, 2023 by and between the **CITY OF MANOR, TEXAS** (the “City”) and Texas WH200, LP, a Texas limited partnership and Heart of Manor, LP, a Texas limited partnership and (including its Designated Successors and Assigns, the “Owners”).

WHEREAS, the City of Manor is the holder of a water certificate of convenience and necessity (“CCN”) No. 10947 which includes Owners’ approximate 21 acre tract (“Property”) within its boundaries; and

WHEREAS, the Owners are developing their property within the corporate limits of the City and desires to receive water service from the City of Austin instead of the City of Manor; and

WHEREAS, the City of Manor has informed Owners that the City of Manor is not opposed to Owners filing a decertification petition at the PUC to decertify the area from the City of Manor’s CCN; and

WHEREAS, the Owners have agreed to advance moneys to be used by the City Manager of the City (the “City Manager”) to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the City with the execution of a Decertification and Compensation Agreement and approval by the Public Utility Commission of said decertification (the “Transfer of Service Process”); and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owners.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. DEPOSITS. The Owners shall deposit with the City the amount of \$5,000.00 (the “Moneys”) to the City Manager within five (5) business days after this Agreement is executed and delivered by the City, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not deposited in accordance with this Section 1, the City shall not proceed with the Transfer of Service Process. The City will notify the Owners if the costs generally described in Section 2 exceed or are expected to exceed \$5,000.00. The City will draw from the deposit for the Consultants fees and other fees related to the Transfer of Service Process (the “Consultants Deposit”). Whenever the account for the Consultants Deposit reaches a balance below \$2,000.00, the Owners shall deposit an additional \$5,000.00 within five (5) business days of notification by the City Manager (the “Additional Moneys”). If the Additional Moneys are not deposited in accordance with this Section 1, the City shall not proceed with the Transfer of Service Process. The City Manager shall cause all Moneys received from the Owners to be deposited into a separate account maintained by or at the direction of the City Manager and the Office of the City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise

applied as set forth in Section 3 hereof.

SECTION 2. USE OF MONEYS ON DEPOSIT. The City has engaged or will engage consultants, including but not limited to engineers and attorneys (collectively, "Consultants"). The Consultants will assist the City with the Transfer of Service Process. The Consultants will be responsible to, and will act as consultants to, the City in connection with the Transfer of Service Process. The City Manager will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to the Transfer of Service Process (collectively, "Project Costs"). The scope of work and terms and conditions of the agreements for the Consultants are, or will be, set forth in agreements on file in the City Manager's office. The City Manager may also use the Moneys for other direct City expenses relating to the Transfer of Service Process. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owners in the City Manager's office upon request by Owners. If the Owners objects to any portion of an invoice, the City and the Owners agree in good faith to attempt to resolve the dispute within a reasonable period of time.

SECTION 3. UNEXPENDED MONEYS. If proceedings for the transfer of service are unsuccessful and are terminated or abandoned prior to the issuance of approval by the PUC, the City Manager shall transfer to the Owners all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 1, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment. Upon the successful approval by the PUC, the City shall return unexpended Moneys, and the interest thereon, if any, to Owners.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best interest of the City.

SECTION 5. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

CITY OF MANOR, TEXAS, a municipal corporation

By: _____
Name: _____
Title: _____

OWNER 1:

Texas WH200, LP, a Texas limited partnership

By: _____

Name: Peter A. Dwyer

Title: Manager

OWNER 2:

Heart of Manor, LP, a Texas limited partnership

By: _____

Name: Peter A. Dwyer

Title: Manager



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the creation of a public facilities corporation.

BACKGROUND/SUMMARY:

The City is interested in pursuing potential projects brought to it by developers to address affordable housing within the City. One method available to municipalities to pursue such projects is utilizing a public facilities corporation. City Council has conducted a work session and training on public facilities corporations to obtain information on using this method to address affordable housing within the City.

LEGAL REVIEW: No

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: No

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council direct City staff and legal counsel to move forward with the necessary documentation, including the drafting of articles of incorporation to create a public facilities corporation to be brought back to City Council for review and approval.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Engagement Agreement with Bickerstaff Heath Delgado Acosta LLP.

BACKGROUND/SUMMARY:

The City is interested in pursuing potential projects brought to it by developers to address affordable housing within the City through the creation of a public facilities corporation. The attached agreement is provided for City Council’s consideration to engage legal counsel in assisting with the creation of a public facilities corporation and addressing affordable housing.

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

- Engagement Agreement

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council approve the Engagement Agreement with Bickerstaff Heath Delgado Acosta LLP.

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

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of City of Manor.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gregory Miller, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. If any invoice is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to

the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you and the City of Manor, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

City of Manor

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By: _____

By:  _____

[Printed name]

Gregory Miller

Title: _____

Date: _____

cc: Billing Department

Exhibit A – Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Consultation and representation in matters involving affordable housing and economic development in the City of Manor
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment
- Creation and representation of City Public Facilities Corporation(s) for the development of housing and for economic development.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B – Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2023 Billing Rate
Gregory Miller	\$360
Jong Sook Nee	\$360
Legal Assistants	\$205

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2271
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY:



Gregory Miller

February 20, 2023

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and the City of Manor.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 1, 2023
PREPARED BY: Tracey Vasquez
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Judicial Services Agreement for the position of Associate Judge for the Manor Municipal Court.

BACKGROUND/SUMMARY:

The City of Manor currently does not have a person filling the Associate Judge position to serve when the current Presiding Judge. The Charter for the City of Manor requires that an Associate Judge be appointed by the City Manager, subject to confirmation by City Council. Scott Moore, the City Manager searched for qualified candidates and now brings one for City Council consideration.

LEGAL REVIEW: Yes
FISCAL IMPACT: No, Budgeted for FY 2022-2023
PRESENTATION: No
ATTACHMENTS: No

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council approve the Judicial Services Agreement for the position of Associate Judge for the Manor Municipal Court.

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