



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  
Vacant, Place 6

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## City Council Regular Meeting

Wednesday, May 04, 2022 at 7:00 PM

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

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### AGENDA

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

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

- A. Recognition Award**
- B. Tree City USA Recognition presented by Alison Baylis, Regional Urban Ecologist, Texas A&M Forest Service**

**EVENTS/ANNOUNCEMENTS**

- A. Manor Palooza - May 6 - 7, 2022**

**PROCLAMATIONS**

- A. Declaring the month of May, as “*Mental Health Awareness Month*”**
- B. Declaring Wednesday, May 11, 2022, as “*School Nurse Day*”**

**PUBLIC COMMENTS**

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

**REPORTS**

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

- A. Leadership Manor Project**  
*Submitted by: Debbie Charbonneau, Heritage and Tourism Manager*

**B. 2050 Comprehensive Plan**

*Submitted by: Scott Dunlop, Development Services Director*

**CONSENT AGENDA**

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

**1. Consideration, discussion, and possible action to approve the City Council Minutes of April 20, 2022, City Council Regular Meeting.**

*Submitted by: Lluvia T. Almaraz, City Secretary*

**2. Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 11.408 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 and providing for other related matters.**

*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 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding the Interlocal Agreement for Fire Code Enforcement Services between the City of Manor and Travis County Emergency Services District No. 12*

**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.

**REGULAR AGENDA**

**3. Consideration, discussion and possible action on an ordinance amending Chapter 3, Building Regulations, of the City of Manor Ordinances to amend the definition of Fire Marshall.**

*Submitted by: Scott Dunlop, Development Services Director*

**4. Consideration, discussion and possible action on an ordinance amending Chapter 5, Fire Prevention and Protection, of the City of Manor Ordinances, to amend among other things, the appointment of the Fire Code Official and to allow for the adoption of new editions of the International Fire Code, among other things.**

*Submitted by: Scott Dunlop, Development Service*

- 5.** Consideration, discussion, and possible action on a Resolution accepting the petition for annexation of 14.55 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing.  
*Submitted by: Scott Dunlop, Development Services Director*
- 6.** Consideration, discussion, and possible action on a Resolution accepting the petition for annexation of 62.8431 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing.  
*Submitted by: Scott Dunlop, Development Services Director*
- 7.** Consideration, discussion, and possible action on the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Manor Downs Multifamily (9910 Hill Lane) Project.  
*Submitted by: Scott Dunlop, Development Services Director*
- 8.** Consideration, discussion, and possible action on a Water Service Area Transfer Agreement between the City of Manor, Texas and Manville Water Supply Corporation for a 40-acre tract.  
*Submitted by: Scott Dunlop, Development Services Director*
- 9.** Consideration, discussion and possible action on the Development Agreement Establishing Development Standards for Monarch Ranch Development.  
*Submitted by: Scott Dunlop, Development Services Director*
- 10.** Consideration, discussion and possible action on an amendment to the City of Manor, Texas Public Improvement District (PID) Policy.  
*Submitted by: Scott Dunlop, Development Services Director*
- 11.** Acknowledge the resignation of Planning and Zoning Commissioner Prince John Chavis, Place No. 4; and declare a vacancy.  
*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

## **OPEN SESSION**

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

## **ADJOURNMENT**

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

#### **CONFLICT OF INTEREST**

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

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

#### **POSTING CERTIFICATION**

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, April 29, 2022, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

#### **NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:**

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail [lalmaraz@cityofmanor.org](mailto:lalmaraz@cityofmanor.org).

# MANOR PALOOZA

MAY 6-7 | DOWNTOWN MANOR

**COME JOIN US!**

**Sausage Eating Contest, Live Music, Food Trucks,  
Carnival, Beer & Wine Tent and Fireworks**



More info at:  
**CITYOFMANOR.ORG**



dcharbonneau@cityofmanor.org

facebook.com/cityofmanor





# Proclamation

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

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

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

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

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

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

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

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

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

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

**In Witness Whereof**, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 4<sup>th</sup> day of May 2022.

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Dr. Christopher Harvey, Mayor  
City of Manor



Item B.

# PROCLAMATION

*2022 Theme: School Nurses: Bridging Healthcare and Education*

**Whereas**, students are the future and, by investing in them today, we are ensuring our world for tomorrow; and

**Whereas**, families deserve to feel confident that their children will be cared for when they are at school; and

**Whereas**, all students have a right to have their physical and mental health needs safely met while in the school setting; and

**Whereas**, students today face more complex and life-threatening health problems requiring care in school; and

**Whereas**, the COVID-19 pandemic has emphasized the essential role school nurses play in student health and academic success; and

**Whereas**, school nurses have served a critical role in improving public health and in ensuring student’s academic success for more than 100 years; and

**Whereas**, school nurses address the home and community factors (e.g., social determinants) that impact students’ health; and

**Whereas**, school nurses act as a liaison to the school community, families, and healthcare providers on behalf of children’s health by promoting wellness and improving health outcomes for our nation’s children; and

**Whereas**, school nurses support the health and educational success of children and youth by providing access to care when children’s cognitive development is at its peak; and

**Whereas**, school nurses are members of school-based teams (e.g., school health services, 504/IEP, disaster/emergency planning) to address the school population; and

**Whereas**, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day, therefore be it

**Resolved**, that the **National Association of School Nurses** celebrates and acknowledges the accomplishments of school nurses everywhere and their efforts of meeting the needs of today’s students by improving the delivery of healthcare in our schools and offers gratitude for the nation’s school nurses, who contribute to our local communities by helping students stay healthy, in school, and ready to learn, and keeping parents and guardians at work, not just on this **National School Nurse Day**, but at every opportunity throughout the year.

**Now, Therefore**, I Dr. Christopher Harvey, Mayor of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim Wednesday, May 11, 2022, as

## “School Nurse Day”

in the City of Manor, Texas, and commend its observance to all citizens.

**In Witness Whereof**, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 4<sup>th</sup> day of May 2022.

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Debbie Charbonneau, Heritage and Tourism Manager  
**DEPARTMENT:** Community Development

**AGENDA ITEM DESCRIPTION:**

Leadership Manor Project

**BACKGROUND/SUMMARY:**

The Leadership Manor Class has met and has decided to move forward with a different project. The class is now working with the Parks Department regarding a potential Veteran’s Wall and beatification to Jennie Lane Park.

The class met with the Parks Committee and city staff on April 18<sup>th</sup> via Zoom to propose the project and received positive feedback regarding the project. At this time the class is still finalizing all aspects of the project and will continue to communicate with the Parks Department and Parks Committee for recommendations to be able to finalize the project by Veteran’s Day of this year.

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

**STAFF RECOMMENDATION:**

No action needed at this time.

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





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the City Council Minutes of April 20, 2022, City Council Regular Meeting.

**BACKGROUND/SUMMARY:**

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

- April 20, 2022, City Council Minutes

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the City Council Minutes of the April 20, 2022, City Council Regular Meeting.

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



**CITY COUNCIL  
REGULAR SESSION MINUTES  
APRIL 20, 2022**

**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
- Vacant, Place 6

**CITY STAFF:**

- Scott Dunlop, Interim City Manager
- Lluvia T. Almaraz, City Secretary
- Ryan Phipps, Chief of Police
- Lydia Collins, Director of Finance
- Debbie Charbonneau, Heritage and Tourism Manager
- Tracey Vasquez, HR Manager
- Michael Tuley, Director of Public Works
- Sarah Friberg, Court Administrator
- Veronica Rivera, Assistant City Attorney

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:04 p.m. on Wednesday, April 20, 2022, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

Mayor Harvey led the Pledge of Allegiance.

## PROCLAMATIONS

### A. Declaring Friday, April 22, 2022, as “*Earth Day*”

Mayor Harvey read and presented proclamation to City Secretary Almaraz. Ms. Almaraz invited everyone to attend the City’s Free Shred Day Event on Saturday, April 23, 2022, from 9:00 a.m. until 1:00 p.m. at Manor City Hall.

## PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston Street, Manor, Texas spoke regarding a Candidate Forum request and illegal signage at the ShadowGlen Park Trail.

No one else appeared at this time.

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:12 p.m. on Wednesday, April 20, 2022, 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 551.074 (Personnel Matters) to interview and consider the appointment of an applicant to the position of City Manager; and 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 the Butler FM 973/Hwy 290 mixed use development* at 7:12 p.m. on Wednesday, April 20, 2022.

The Executive Session was adjourned at 7:35 p.m. on Wednesday, April 20, 2022

## 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 7:35 p.m. on Wednesday, April 20, 2022.

Mayor Harvey opened the floor for action to be taken on the items discussed in the Executive Session.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve the appointment of Scott Moore to the position of City Manager and authorize the Mayor to execute a contract with Scott Moore in accordance with the terms discussed in executive session with an effective date of May 2, 2022.

At the direction of Mayor Harvey, HR Manager Vasquez introduced new City Manager Scott Moore.

Mr. Moore introduced himself and his family and thanked City Council for the new opportunity.

There was no further discussion.

**Motion to approve carried 6-0**

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to direct city staff to negotiate a development agreement and a 380 agreement; and request an economic development analysis for presentation to City Council by May 18, 2022, but no later than June 1, 2022, for the Butler Project.

There was no further discussion.

**Motion to approve carried 6-0**

Interim City Manager Dunlop stated that due to the power outage at the P&Z Committee meeting on April 13, 2022, Public Hearings 1- 9 were being postponed until the May 18, 2022, Regular Council Meeting.

Mayor Harvey read the following Public Hearings.

**PUBLIC HEARINGS**

1. **Conduct a public hearing on an ordinance rezoning 0.198 acres, more or less, Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition, and being located at 109 West Lane Avenue, Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB).** *Applicant: Wenkai Chen; Owner: Wenkai Chen*
2. **Conduct a public hearing on an ordinance rezoning 10.945 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract No. 154, and being located at 15001 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).** *Applicant: Duque States, LLC; Owner: Duque States, LLC*
3. **Conduct a public hearing on an ordinance 6.533 acres, more or less, Town of Manor, Block 15, Lots 6-10, Block 17, Lots 1-10, Block 18, Lots 1-10, Block 19, Lots 1-10, Block 20, Lots 1-5, Block 74, Lots 1-5, and 0.397 acres out of the James Manor Survey No. 40, Abstract 546, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX from Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to Townhome (TH).** *Applicant: BGE, Inc.; Owner: Lane Ave Development, LLC*

4. **Conduct a public hearing on an ordinance rezoning 86.05 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract 154, and being located at 13301 US Hwy 290 E, Manor, TX from Single Family Suburban (SF-1) to Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH).**  
*Applicant: SEC Planning, LLC; Owner: Manor 290 OZ Real Estate, LP*
5. **Conduct a public hearing on an ordinance rezoning 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).** *Applicant: Metcalfe, Wolff, Stuart & Williams, LLP; Owner: Dwyer Realty Companies*
6. **Conduct a public hearing on an ordinance rezoning 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).**  
*Applicant: Metcalfe, Wolff, Stuart & Williams, LLP; Owner: Edward Butler*
7. **Conduct a public hearing on a Specific Use Permit Application for 3.40 acres, more or less, and being located at 13801 N. FM 973, Manor, TX to permit a Gas Station Use.** *Applicant: JAB Engineering, LLC; Owner: Platinum 973, LLC*
8. **Conduct a public hearing on a Concept Plan for the KB Homes Subdivision, three hundred eighty (380) lots on 136.92 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.** *Applicant: Carlson, Brigrance & Doering, Inc.; Owner: KB Home Lone Star, Inc.*
9. **Conduct a public hearing on a Zoning Ordinance Amendment to amend the definitions, residential land use conditions, general development regulations for Multi-Family districts, non-residential uses in non-residential and mixed-use zoning districts; non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, Single Family Attached and Multi-Family and mixed-use architectural standards, and nonconforming structures.**

Richard Baker, 306 E. Townes, Manor, Texas, submitted a speaker card in opposition to Item No. 3 but did not speak.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to postpone Agenda Items 1-9 until the May 18, 2022, Regular Council Meeting.

There was no further discussion.

**Motion to postpone carried 6-0**

**10. Conduct a public hearing on an ordinance annexing 11.408 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 and providing for other related matters.**

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

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston Street, Unit A, Manor, Texas, submitted a speaker card; however, he did not wish to speak.

Interim City Manager Dunlop discussed the proposed annexation.

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

There was no further discussion.

**Motion to close carried 6-0**

At the request of Mayor Harvey, Item No. 12 was pulled from Consent Agenda and considered separately.

**CONSENT AGENDA**

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

- **April 6, 2022, City Council Workshop – Charter Review; and**
- **April 6, 2022, City Council Regular Meeting**

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve the City Council Minutes of the April 6, 2022, City Council Workshop – Charter Review; and April 6, 2022, City Council Regular Meeting.

There was no further discussion.

**Motion to approve carried 6-0**

## REGULAR AGENDA

### 12. Consideration, discussion, and possible action on the acceptance of the March 2022 Departmental Reports.

- **Economic Development – Scott Jones, Economic Development Director**
- **Development Services – Scott Dunlop, Development Services Director**
- **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**
- **Police – Ryan Phipps, Chief of Police**
- **Municipal Court – Sarah Friberg, Court Clerk**
- **Public Works – Michael Tuley, Director of Public Works**
- **Finance – Lydia Collins, Director of Finance**
- **Human Resources – Tracey Vasquez, HR Manager**
- **IT – Phil Green, IT Director**

Heritage and Tourism Manager Charbonneau reminded everyone of the city sponsored Golf Tournament event at ShadowGlen Golf Course on Thursday, April 21, 2022, and gave a brief update on Manor Palooza. She gave an update on the financial impact for local businesses regarding the Spring Fling Shop Local Campaign.

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Wallace, to approve and accept the March 2022 Departmental Reports.

There was no further discussion.

### Motion to approve carried 6-0

Interim City Manager Dunlop stated that due to the power outage at the P&Z Committee meeting on April 13, 2022, Agenda Items 13-21 were being postponed until the May 18, 2022, Regular Council Meeting.

Mayor Harvey read the following agenda items.

**13. Consideration, discussion, and possible action on an ordinance rezoning 0.198 acres, more or less, Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition, and being located at 109 West Lane Avenue, Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB). Applicant: Wenkai Chen; Owner: Wenkai Chen**

**14. First Reading: Consideration, discussion, and possible action on an ordinance rezoning 10.945 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract No. 154, and being located at 15001 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2). Applicant: Duque States, LLC; Owner: Duque States, LLC**

15. **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 6.533 acres, more or less, Town of Manor, Block 15, Lots 6-10, Block 17, Lots 1-10, Block 18, Lots 1-10, Block 19, Lots 1-10, Block 20, Lots 1-5, Block 74, Lots 1-5, and 0.397 acres out of the James Manor Survey No. 40, Abstract 546, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX from Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to Townhome (TH). *Applicant: BGE, Inc.; Owner: Lane Ave Development, LLC*
  
16. **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 86.05 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract 154, and being located at 13301 US Hwy 290 E, Manor, TX from Single Family Suburban (SF-1) to Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH).  
*Applicant: SEC Planning, LLC; Owner: Manor 290 OZ Real Estate, LP*
  
17. **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Steet, Manor TX from Light Commercial (C-1) to Multi-Family 25 (MF-2). *Applicant: Metcalfe, Wolff, Stuart & Williams, LLP; Owner: Dwyer Realty Companies*
  
18. **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).  
*Applicant: Metcalfe, Wolff, Stuart & Williams, LLP; Owner: Edward Butler*
  
19. Consideration, discussion, and possible action a Specific Use Permit Application for 3.40 acres, more or less, and being located at 13801 N. FM 973, Manor, TX to permit a Gas Station Use. *Applicant: JAB Engineering, LLC; Owner: Platinum 973, LLC*
  
20. Consideration, discussion, and possible action on a Concept Plan for the KB Homes Subdivision, three hundred eighty (380) lots on 136.92 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.  
*Applicant: Carlson, Brigrance & Doering, Inc.; Owner: KB Home Lone Star, Inc.*
  
21. **First Reading:** Consideration, discussion, and possible action on a Zoning Ordinance Amendment to amend the definitions, residential land use conditions, general development regulations for Multi-Family districts, non-residential uses in non-residential and mixed-use zoning districts; non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, Single Family Attached and Multi-Family and mixed-use architectural standards, and nonconforming structures.



**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to postpone Agenda Items 13-21 until the May 18, 2022, Regular Council Meeting.

There was no further discussion.

**Motion to postpone carried 6-0**

**22. First Reading: Consideration, discussion, and possible action on an ordinance annexing 11.408 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 and providing for other related matters.**

The city staff recommended that the City Council approve the first reading of an ordinance annexing 11.408 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 and providing for other related matters.

Interim City Manager Dunlop discussed the proposed annexation.

Ordinance: An Ordinance of the City of Manor, Texas Annexing 11.408 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 and Effective Date Clauses; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Hill, to approve the first reading of an ordinance annexing 11.408 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 and providing for other related matters.

There was no further discussion.

**Motion to approve carried 6-0**

At the direction of city staff, Mayor Harvey pulled Item 23, no action was taken.

~~**23. Consideration, discussion, and possible action on the Development Agreement establishing development standards for Monarch Ranch Development.**~~

**24. Consideration, discussion, and possible action on an award for Grant Writing Services Contract.**

The city staff recommended that the City Council award the bid to Grant Development Services and authorize the Interim City Manager to execute contract after legal review.

Director of Finance Collins discussed the proposals for grant writing services.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to award the bid to Grant Development Services and authorize the Interim City Manager to execute contract after legal review.

There was no further discussion.

**Motion to approve carried 6-0**

**25. Consideration, discussion, and possible action on an award of a lease contract for the funding of City vehicles.**

The city staff recommended that the City Council award the lease contract to Frontier Bank and authorize the Interim City Manager to execute the contract after legal review.

Director of Finance Collins discussed the proposals for the funding of city vehicles.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Hill, to award the lease contract to Frontier Bank and authorize the Interim City Manager to execute the contract after legal review.

There was no further discussion.

**Motion to approve carried 6-0**

**26. Consideration, discussion, and possible action on an ordinance approving the Proposed Amended Budget for Fiscal Year 2021-2022.**

The city staff recommended that the City Council approve Ordinance No. 643 the proposed amended budget for Fiscal Year 2021-2022.

Director of Finance Collins discussed the proposed amended budget.

Interim City Manager Dunlop highlighted the following budget items:

- Needs Assessment
- Street repairs and maintenance
- Street contract repairs
- I&I Study

- Drainage Fee Study
- Park Improvements
- IT Software
- Economic Development Subscriptions
- City Council Travel Expenses

Ordinance No. 643: An Ordinance of the City of Manor, Texas, Adopting an Amended Annual Budget for the Ensuing Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Appropriating the Various Amounts Thereof, and Repealing all Ordinances or Parts of Ordinances in Conflict Therewith; and Providing for an Effective Date.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve Ordinance No. 643 the proposed amended budget for fiscal year 2021-22.

There was no further discussion.

**Motion to approve carried 6-0**

**27. Consideration, discussion, and possible action on an ordinance for the purpose of amending Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Provisions Governing Public Comments Provided to Committees; Removing Committees Established by Ordinance; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the New Rules of Procedure; and Providing for Related Matters.**

The city staff recommended that the City Council approve Ordinance No. 644 for the purpose of amending Rules of Procedure to Govern the conduct of City Council Meetings; Amending Provisions Governing Public Comments Provided to Committees; Removing Committees Established by Ordinance; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the new Rules of Procedures; and Providing for Related Matters.

City Secretary Almaraz discussed the proposed amendments to the City Council Rules of Procedure.

Ordinance No. 644: An Ordinance of The City of Manor, Texas, for the Purpose of Amending Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Provisions Governing Public Comments Provided to Committees; Removing Committees Established by Ordinance; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the New Rules of Procedure; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve Ordinance No. 644 for the purpose of amending Rules of Procedure to Govern the conduct of City Council Meetings; Amending Provisions Governing Public Comments Provided to Committees; Removing Committees Established by Ordinance; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the new Rules of Procedures; and Providing for Related Matters.

There was no further discussion.

**Motion to approve carried 6-0**

**28. Consideration, discussion, and possible action on an ordinance Adding Section 1.05.001 to the Code of Ordinances to Establish a Procedure for Public Comments applicable to Advisory Committees; and Providing for Related Matters.**

The city staff recommended that the City Council approve Ordinance No. 645 Adding Section 1.05.001 to the Code of Ordinances to Establish a Procedure for Public Comments applicable to Advisory Committees; and Providing for Related Matters.

City Secretary Almaraz discussed the proposed ordinance adding the procedures for Public Comments to Advisory Committees.

Ordinance No. 645: An Ordinance of The City of Manor, Texas, Adding Section 1.05.001 to the Code of Ordinances to Establish a Procedure for Public Comments Applicable to Advisory Committees; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to approve Ordinance No. 645 Adding Section 1.05.001 to the Code of Ordinances to Establish a Procedure for Public Comments applicable to Advisory Committees; and Providing for Related Matters.

There was no further discussion.

**Motion to approve carried 6-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 8:28 p.m. on Wednesday, April 20, 2022.

These minutes approved by the Manor City Council on the 4<sup>th</sup> day of May 2022. *(Audio recording archived)*

**APPROVED:**

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

**ATTEST:**

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

Draft Minutes



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 11.408 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 and providing for other related matters.

**BACKGROUND/SUMMARY:**

There are two remnant tracts – a 2 acre and a 9.4 acre, that were not included when the rest of the tract was annexed in February 2008. The entire 85-acre tract is proposed to be zoned and developed so the owner is requesting the two previously unannexed areas to be annexed.

First Reading was approved at the April 20<sup>th</sup> Council meeting.

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

- Ordinance No. 646
- Exhibit B Ginsel Tract – Post Annexation Provision of Services Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the second and final reading of an Ordinance No. 646 annexing 11.408 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 and providing for other related matters.

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

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**ORDINANCE NO. 646**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 11.408 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 owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *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 incorporated into the body of this Ordinance as if copied in their entirety.

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

Tract One:

Being 2.00 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, said 2.00 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**ORDINANCE NO. 646**

Page 2

Tract Two:

Being 9.408 acres of land out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, said 9.408 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 to be 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 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** on First Reading this 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this 4<sup>th</sup> day of May 2022.



**THE CITY OF MANOR, TEXAS**

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

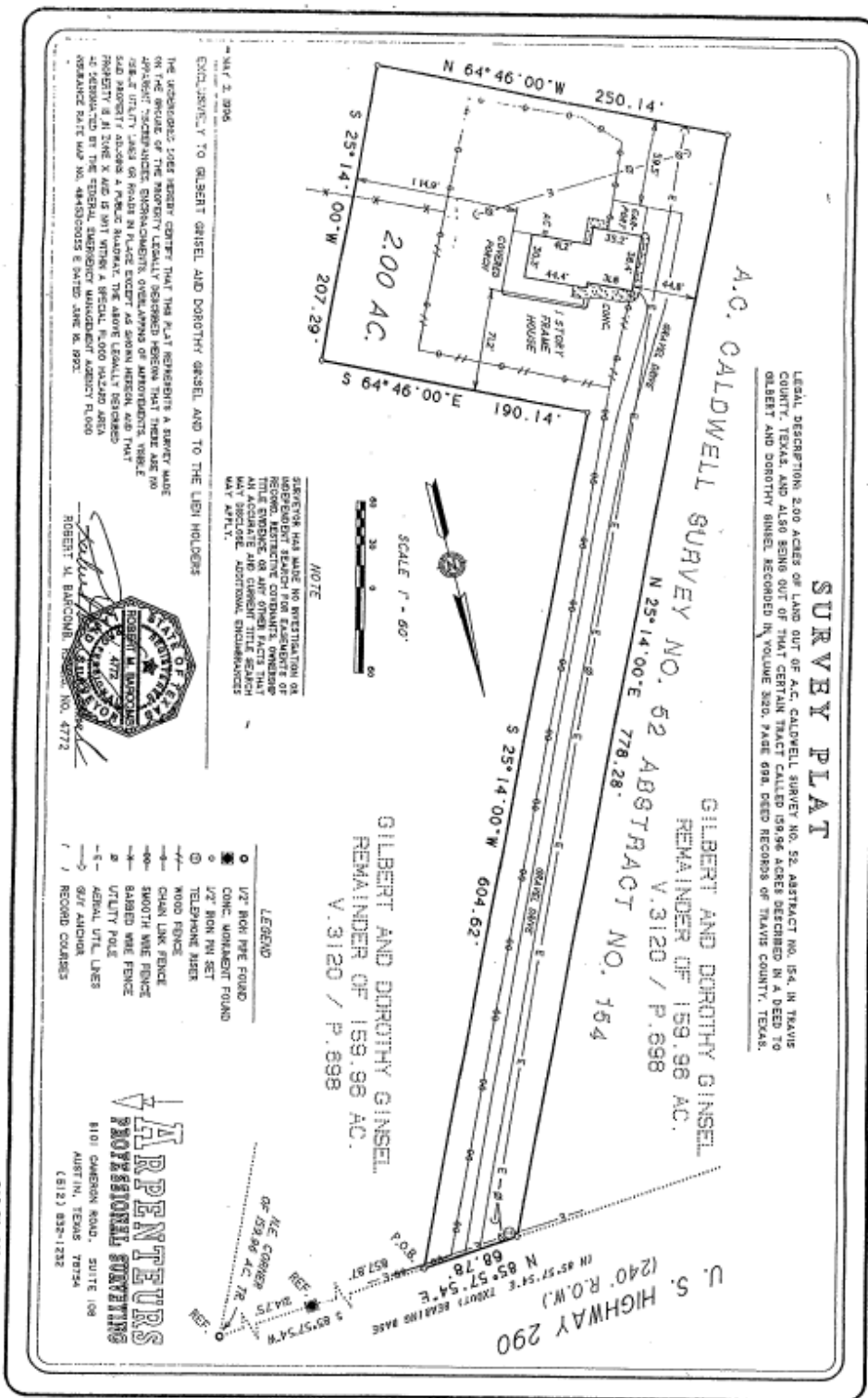
**ATTEST:**

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

**Exhibit "A"**

**ANNEXED PROPERTY DESCRIPTION  
+/- 11.408 Acres**

TRACT ONE



F I E L D   N O T E S

Being 2.00 acres of land out of the A. C. Caldwell Survey No. 52. Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, as shown on accompanying survey plat, and being more particularly described as follows:

Commencing for reference at a 1/2" iron pipe found in the south line of U. S. Highway 290 (240' R.O.W.) at the northeast corner of said 159.96 acre tract.

THENCE, with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W. 214.75', to a concrete monument found.

THENCE, continuing with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W. 857.87', to a 1/2" iron pin set for the true PLACE OF BEGINNING of this tract.

THENCE, through the interior of said 159.96 acre tract, S 25°14'00" W. 604.62', to a 1/2" iron pin set at an interior ell corner in this tract.

THENCE, S 64°46'00" E. 190.14', to a 1/2" iron pin set for a corner.

THENCE, S 25°14'00" W. 207.29', to a 1/2" iron pin set for a corner.

THENCE, N 64°46'00" W. 250.14', to a 1/2" iron pin set for a corner.

THENCE, N 25°14'00" E. 778.28', to a 1/2" iron pin set in the south line of U. S. Highway 290 and the north line of said 159.96 acre tract.

THENCE, with the south line of said U. S. Highway 290 and the north line of said 159.96 acre tract, N 85°57'54" E. 68.78', to the PLACE OF BEGINNING and containing 2.00 acres of land, more or less.

Prepared from a survey made on the ground on May 2, 1996, by:  
Arpenteurs Professional Surveying  
8101 Cameron Road, Suite 108  
Austin, Texas 78754  
(512) 832-1232



*Robert M. Barcomb*  
Robert M. Barcomb  
R.P.L.S. No. 4772

**ORDINANCE NO. 646**

**Page 7**

**TRACT TWO**



**FIELD NOTES**

Being 9.408 acres of land out of the A. C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, as shown on accompanying survey plat and being more particularly described as follows: (Bearing basis for this survey obtained from Volume 87, Page 167B, Plat Records, Travis County, Texas.)

**BEGINNING** at a 1/2" iron pin found with orange cap stamped "ARPENTEUR RPLS 4772"(set in August 2003), in the west line of Manor Commercial Park, a subdivision of record in Volume 87, Page 167B, Plat Records, Travis County, Texas, at the northeast corner of a tract called 62.892 acres, "Tract 2", in said Partition Deed, and the southeast corner of said 94.339 acre tract, for the southeast corner of this tract.

**THENCE**, with the north line of said 62.892 acre tract, the south line of said 94.339 acre tract, and the south line of this tract, N 72°55'43" W, 278.84', to a 1/2" iron pin set with orange cup stamped "ARPENTEUR RPLS 4772", for the southwest corner of this tract.

**THENCE**, through the interior of said 94.339 acre tract, with the west line of this tract, N 27°54'36" E, 1522.53', to a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", at the southwest corner of a tract called 1.779 acres in a document recorded in Document No. 2006065751, Official Public Records, Travis County, Texas, for the northwest corner of this tract, from said point, a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", in the south line of U. S. Highway 290 (240' R.O.W.), at the northwest corner of said 1.779 acre tract, bears, N 27°47'01" E, 1500.34'.

**THENCE**, with the south line of said 1.779 acre tract and through the interior of a tract called 10.010 acres in a deed to Manor Business Center, Ltd., recorded in Document No. 2004090959, Official Public Records, Travis County, Texas, S 62° 06'01" E, 273.87', to a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", in the west line of said Manor Commercial Park, the west line of Viking Jack Street (80' R.O.W.), and the east line of said 94.339 acre tract, for the northeast corner of this tract, from said point, a 1/2" iron pipe found in the south line of U. S. Highway 290, at the northwest corner of said subdivision and the northeast corner of said 10.010 acre tract, bears, N 27°54'36" E, said course constitutes directional control for this survey, 1672.34'.

**THENCE**, with the west line of said subdivision, the east line of said 94.339 acre tract, and the east line of this tract, S 27°54'36" W, 1470.20', to the **PLACE OF BEGINNING** and containing 9.408 acres of land, more or less.

Prepared from a survey made on the ground in January, 2006, by:  
Arpentours Professional Surveying  
8906 Wall Street, Suite 302  
Austin, Texas 78754  
(512) 832-1232  
© 2006 All Rights Reserved



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



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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Manor 290 Oz Real Estate, LP (“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:

By: Jaini Inul

Name (print): SANTOSH ENUKONDA

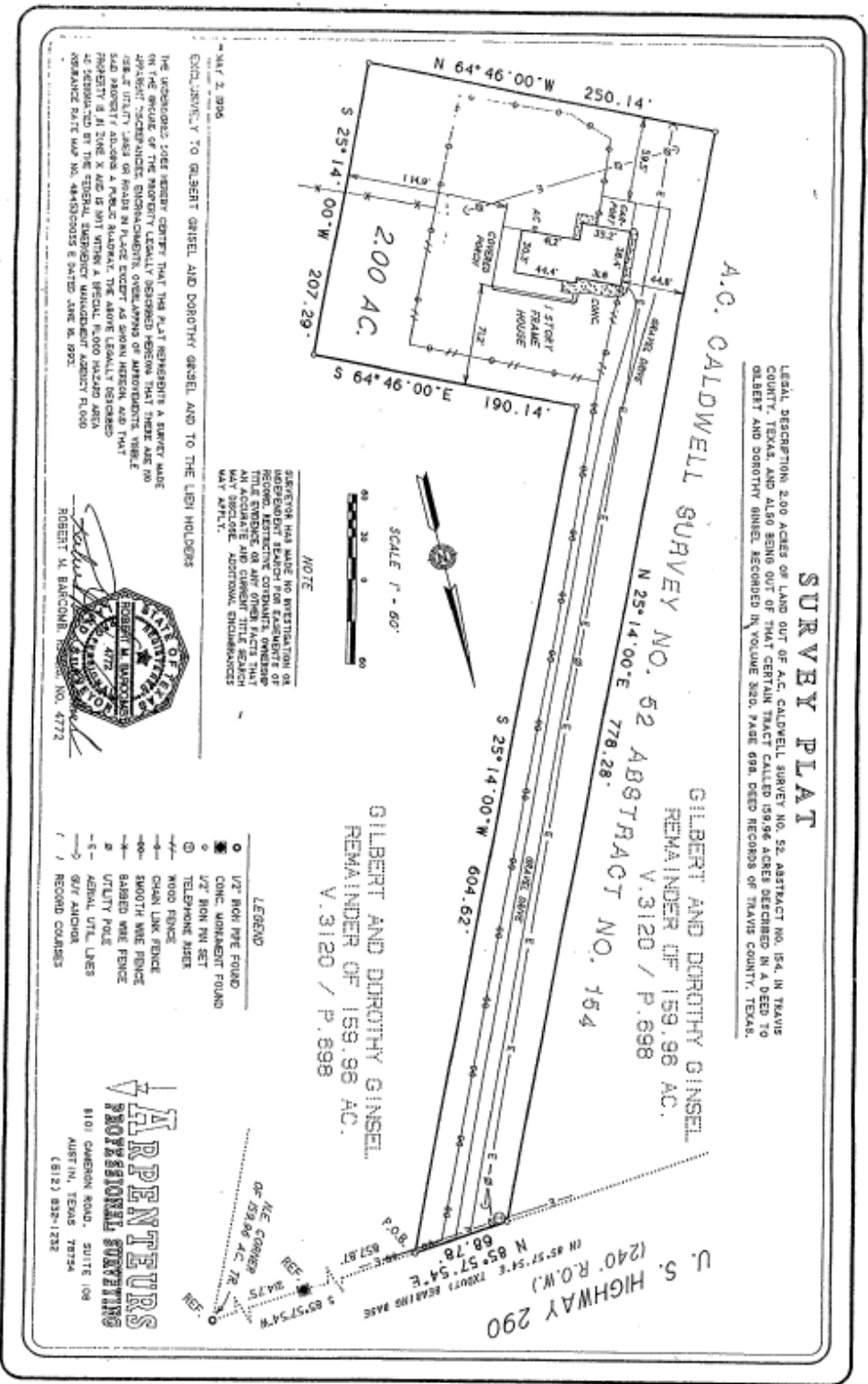
Title: MANAGING MEMBER

Date: 5-APR-2022



**Subject Property Description**

Tract One



LEGAL DESCRIPTION 2.00 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND ALSO BEING OUT OF THAT CERTAIN TRACT CALLED 159.98 ACRES DESCRIBED IN A DEED TO GILBERT AND DOROTHY GINSEL, RECORDED IN VOLUME 320, PAGE 698, DEED RECORDS OF TRAVIS COUNTY, TEXAS.

**SURVEY PLAT**

A.C. CALDWELL SURVEY NO. 52 ABSTRACT NO. 154  
 GILBERT AND DOROTHY GINSEL  
 REMAINDER OF 159.98 AC.  
 V. 3120 / P. 698  
 N 25° 14' 00" E 778.28'  
 S 25° 14' 00" W 604.62'  
 U. S. HIGHWAY 290  
 (IN 45° 57' 54" E. TRIBUTY BEARING BASE  
 1240' R.O.W.)  
 N 85° 57' 54" E 68.78'  
 657.81'



**NOTE**  
 SURVEYOR HAS MADE NO INVESTIGATION OR RESEARCH FOR EXISTENCE OF INTERESTS OR ENCUMBRANCES. THIS SURVEY IS BASED ON THE TITLE EVIDENCE ON FILE IN THE PUBLIC RECORDS. THE SURVEYOR MAY REVEAL ADDITIONAL ENCUMBRANCES BY TITLE.

ROBERT M. BARCOHN  
 SURVEYOR  
 STATE OF TEXAS  
 EXPIRES 12/31/2024  
 NO. 4772

- LEGEND**
- 1/2" RAIL PIPE FOUND
  - CONC. WORKMAN FOUND
  - 1/2" RAIL PIPE SET
  - TELEPHONE MARK
  - WOOD FENCE
  - CHAIN LINK FENCE
  - SMOOTH WIRE FENCE
  - BARBED WIRE FENCE
  - UTILITY POLE
  - AERIAL UTIL. LINES
  - 9/8" ANCHOR
  - RECORD CORNERS

**ARPENTERS**  
 PROFESSIONAL SURVEYING  
 8101 CAMERON ROAD, SUITE 100  
 AUSTIN, TEXAS 78754  
 (817) 832-1232

CALL FOR DETAILS

F I E L D   N O T E S

Being 2.00 acres of land out of the A. C. Caldwell Survey No. 52. Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, as shown on accompanying survey plat, and being more particularly described as follows:

Commencing for reference at a 1/2" iron pipe found in the south line of U. S. Highway 290 (240' R.O.W.) at the northeast corner of said 159.96 acre tract.

THENCE, with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 214.75', to a concrete monument found.

THENCE, continuing with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 857.87', to a 1/2" iron pin set for the true PLACE OF BEGINNING of this tract.

THENCE, through the interior of said 159.96 acre tract, S 25°14'00" W, 604.62', to a 1/2" iron pin set at an interior ell corner in this tract.

THENCE, S 64°46'00" E, 190.14', to a 1/2" iron pin set for a corner.

THENCE, S 25°14'00" W, 207.29', to a 1/2" iron pin set for a corner.

THENCE, N 64°46'00" W, 250.14', to a 1/2" iron pin set for a corner.

THENCE, N 25°14'00" E, 778.28', to a 1/2" iron pin set in the south line of U. S. Highway 290 and the north line of said 159.96 acre tract.

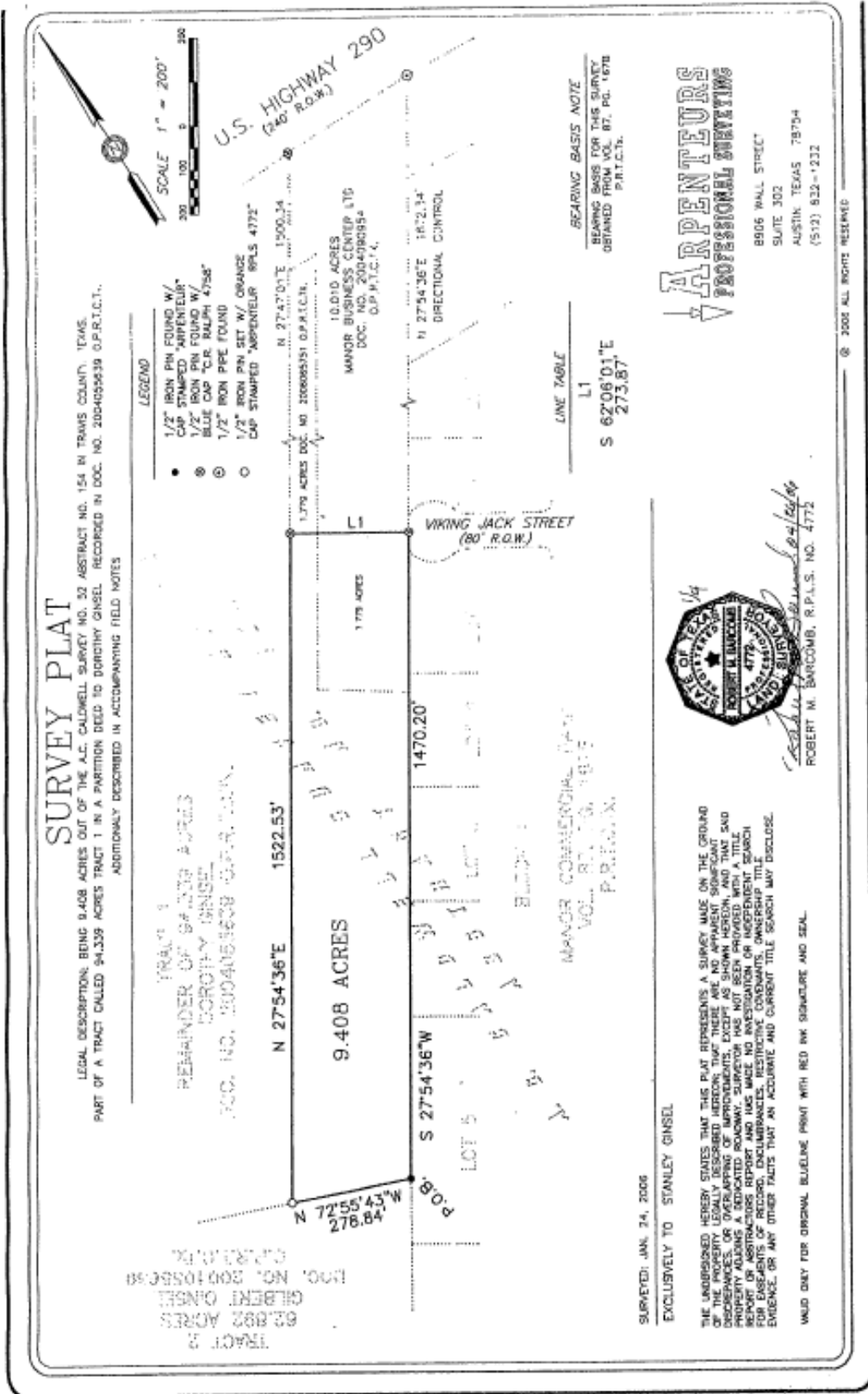
THENCE, with the south line of said U. S. Highway 290 and the north line of said 159.96 acre tract, N 85°57'54" E, 68.78', to the PLACE OF BEGINNING and containing 2.00 acres of land, more or less.

Prepared from a survey made on the ground on May 2, 1996, by:  
Arpenteurs Professional Surveying  
8101 Cameron Road, Suite 108  
Austin, Texas 78754  
(512) 832-1232



*Robert M. Barcomb*  
Robert M. Barcomb  
R.P.L.S. No. 4772

# Tract Two



**FIELD NOTES**

Being 9.408 acres of land out of the A. C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Gissel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, as shown on accompanying survey plat and being more particularly described as follows: (Bearing basis for this survey obtained from Volume 87, Page 167B, Plat Records, Travis County, Texas.)

**BEGINNING** at a 1/4" iron pin found with orange cap stamped "ARPENTEUR RPLS 4772"(set in August 2003), in the west line of Manor Commercial Park, a subdivision of record in Volume 87, Page 167B, Plat Records, Travis County, Texas, at the northeast corner of a tract called 62.892 acres, "Tract 2", in said Partition Deed, and the southeast corner of said 94.339 acre tract, for the southeast corner of this tract.

**THENCE**, with the north line of said 62.892 acre tract, the south line of said 94.339 acre tract, and the south line of this tract, N 72°55'43" W, 278.84', to a 1/2" iron pin set with orange cap stamped "ARPENTEUR RPLS 4772", for the southwest corner of this tract.

**THENCE**, through the interior of said 94.339 acre tract, with the west line of this tract, N 27°54'36" E, 1522.53', to a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", at the southwest corner of a tract called 1.779 acres in a document recorded in Document No. 2006065751, Official Public Records, Travis County, Texas, for the northwest corner of this tract, from said point, a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", in the south line of U. S. Highway 290 (240' R.O.W.), at the northwest corner of said 1.779 acre tract, bears, N 27°47'01" E, 1500.34'.

**THENCE**, with the south line of said 1.779 acre tract and through the interior of a tract called 10.010 acres in a deed to Manor Business Center, Ltd., recorded in Document No. 2004090959, Official Public Records, Travis County, Texas, S 62° 06'01" E, 273.87', to a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", in the west line of said Manor Commercial Park, the west line of Viking Jack Street (80' R.O.W.), and the east line of said 94.339 acre tract, for the northeast corner of this tract, from said point, a 1/2" iron pipe found in the south line of U. S. Highway 290, at the northwest corner of said subdivision and the northeast corner of said 10.010 acre tract, bears, N 27°54'36" E, said course constitutes directional control for this survey, 1672.34'.

**THENCE**, with the west line of said subdivision, the east line of said 94.339 acre tract, and the east line of this tract, S 27°54'36" W, 1470.20', to the **PLACE OF BEGINNING** and containing 9.408 acres of land, more or less.

Prepared from a survey made on the ground in January, 2006, by:  
Arpentours Professional Surveying  
8906 Wall Street, Suite 302  
Austin, Texas 78754  
(512) 832-1232  
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**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on an ordinance amending Chapter 3, Building Regulations, of the City of Manor Ordinances to amend the definition of Fire Marshall.

**BACKGROUND/SUMMARY:**

The proposed amendment of Chapter 3, Building Regulations, of the City of Manor Ordinances amends the definition of Fire Marshall to allow the City Council to designate a person or entity to that position.

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

- Ordinance No. 647

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve Ordinance No. 647 amending Chapter 3, Building Regulations, of the City of Manor Ordinances to amend the definition of Fire Marshall.

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

**ORDINANCE NO. 647**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING MANOR CODE OF ORDINANCES CHAPTER 3 BUILDING REGULATIONS BY AMENDING THE DEFINITION OF FIRE MARSHAL, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Manor, Texas (the “City”) pass and approved Ordinance No. 165E on the 17<sup>th</sup> day of August, 2016, adopting certain rules regarding building codes and the enforcement of its building code as codified in Chapter 3 Building Regulations, and;

**WHEREAS**, the City Council finds it necessary to amend Chapter 3 Building Regulations and adopt the amendments set forth in this ordinance.

**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 the Code of Ordinances.** The City Council hereby amends Chapter 3, Building Regulations to amend the definition of Fire Marshal, Section 3.01.002 and

**SECTION 3. Amendment of 3.01 Definitions.** The definition of *Fire Chief or Fire Marshal* is amended to read as follows:

“*Fire Chief or Fire Marshal* in all instances of the use of the term, “Fire Marshal” it shall mean the municipal office of fire marshal as filled by the person or entity designated by city council, in instances of the use of the term, “Fire Chief,” it shall mean the legally designated chief of fire department.”

**SECTION 4. Repealing all Conflicting Ordinances.** All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City of Manor (“City”), the terms and provisions of this ordinance shall control.

**SECTION 5. Savings Clause.** This City Council of the City of Manor, Texas hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**SECTION 6. Severability.** If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 7. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was considered was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**SECTION 8. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

**PASSED AND APPROVED THIS** the 4<sup>th</sup> day of May 2022.

**THE CITY OF MANOR, TEXAS:**

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

**ATTEST:**

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





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance amending Chapter 5, Fire Prevention and Protection, of the City of Manor Ordinances, to amend among other things, the appointment of the Fire Code Official and to allow for the adoption of new editions of the International Fire Code, among other things.

**BACKGROUND/SUMMARY:**

The proposed amendment of Chapter 5, Fire Prevention and Protection, of the City of Manor Ordinances amends the appointment of the Fire Code Official to allow the City Council to designate a person or entity to that position and allows for the adoption of new editions of the International Fire Code, among other things.

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

- Ordinance No. 648

**STAFF RECOMMENDATION:**

It is city staff’s recommendation that the City Council approve Ordinance No. 648 amending Chapter 5, Fire Prevention and Protection, of the City of Manor Ordinances, to amend among other things the appointment of the Fire Code Official and to allow for the adoption of new editions of the International Fire Code.

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

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**ORDINANCE NO. 648**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING MANOR CODE OF ORDINANCES CHAPTER 5 FIRE PREVENTION AND PROTECTION BY PROVIDING FOR THE APPOINTMENT OF THE FIRE CODE OFFICIAL; RELATING TO FIRE PREVENTION AND PROTECTION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Manor, Texas (the “City”) pass and approved Ordinance No. 417 on the 6<sup>th</sup> day of November, 2013, adopting certain rules regarding fire prevention and protection and the enforcement of its Fire Code as codified in Chapter 5 Fire Prevention and Protection, and;

**WHEREAS**, the City Council finds it necessary to amend Chapter 5 Fire Prevention and Protection Ordinance and adopt the amendments set forth in this ordinance.

**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 the Code of Ordinances.** The City Council hereby amends Chapter 5, Fire Prevention and Protection to amend the appointment of Fire Marshal, Sections 5.002.001, 5.02.002, 5.03.002, 5.03.004.

**SECTION 3. Amendment of Section 5.02.001 Office Created.** Section 5.02.001 is hereby amended to read as follows:

“In accordance with the provisions of Section 22.071 of the Local Government Code, there is hereby created and established the municipal office of fire marshal of the city.

The office of fire marshal may be filled by a person or entity as designated by the City Council.”

**SECTION 4. Amendment of Section 5.02.002 Office filled by interlocal agreement; enforcement of county fire code.** Section 5.02.002 is hereby deleted in its entirety.

**SECTION 5. Amendment of Section 5.03.002 International Fire Code adopted.** Section 5.03.002 is hereby amended to read as follows:

“That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Fire Code, 2015 edition, published by the International Code Council, as may be amended from time to time, or as may be replaced by newly published editions by the International Code Council is hereby adopted as the fire code of the city for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the city and providing for the issuance of permits for hazardous uses and operations, and each and all of the regulations, provisions, conditions and terms of such International Fire Code, 2015 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this section.”

**SECTION 6. Amendment of Section 5.03.004 – Definitions.** Section 5.03.004 is hereby amended to read as follows:

*“Board of Appeals* means the appeals panel designated by the City Council.

*Fire code, International Fire Code or fire prevention code* means the International Fire Code, 2009 Edition published by the International Code Council, with changes as described in this article, and as amended from time to time or as may be replaced by newly published editions by the International Code Council.

*Fire code official* means the fire marshal appointed by city council.”

**SECTION 7. Amendment of Section 5.03.005. Fire code official.** Section 5.03.004 is hereby amended to read as follows:

“The fire marshal, and such assistants and agents as the fire marshal may designate, is hereby authorized to enforce this article and the fire code of the city, to take all actions required or authorized in provisions incorporated in this article or the fire code of the city by reference, and to conduct all inspections, review all plans, and accept all applications and/or fees for a permit or approval authorized or required by the terms of this article or the fire code of the city.”

**SECTION 8. Amendment of Section 5.03.008 – Enforcement.** Section 5.03.008 is hereby amended to read as follows:

“The fire code official shall be able to enforce criminal violations of this article or the fire code of the city in the municipal court of the city either through the city attorney, or a special prosecutor for the city, but only to the extent authorized by the city council. Any civil violation of this article or the fire code may be enforced by the city attorney in a court of competent jurisdiction.”

**SECTION 9. Repealing all Conflicting Ordinances.** All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City of Manor (“City”), the terms and provisions of this ordinance shall control.

**SECTION 10. Savings Clause.** This City Council of the City of Manor, Texas hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**SECTION 11. Severability.** If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 12. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was considered was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**SECTION 13. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

**PASSED AND APPROVED THIS** the 4<sup>th</sup> day of May 2022.

**THE CITY OF MANOR, TEXAS:**

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

**ATTEST:**

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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution accepting the petition for annexation of 14.55 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing.

**BACKGROUND/SUMMARY:**

This is a voluntary annexation being initiated by the property owner.

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

- Resolution No. 2022-08
- Petition

**STAFF RECOMMENDATION:**

It is city staff's recommendation that the City Council approve Resolution No. 2022-08 accepting the petition for annexation of 14.55 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for the public hearing.

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

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**RESOLUTION NO. 2022-08**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 14.55 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

**WHEREAS**, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

**WHEREAS**, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and,

**WHEREAS**, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

**SECTION TWO:** The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the draft agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Being 14.55 acres of land and being that Lot 1, MANOR VILLA ESTATES, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 83, Page 155C, of the Plat Records of Travis County, Texas said 14.55 acre tract of land being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of May 18, 2022. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit “A” shall control.

**SECTION THREE:** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

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

**PASSED AND APPROVED** this the 4<sup>th</sup> day of May 2022.

**THE CITY OF MANOR, TEXAS:**

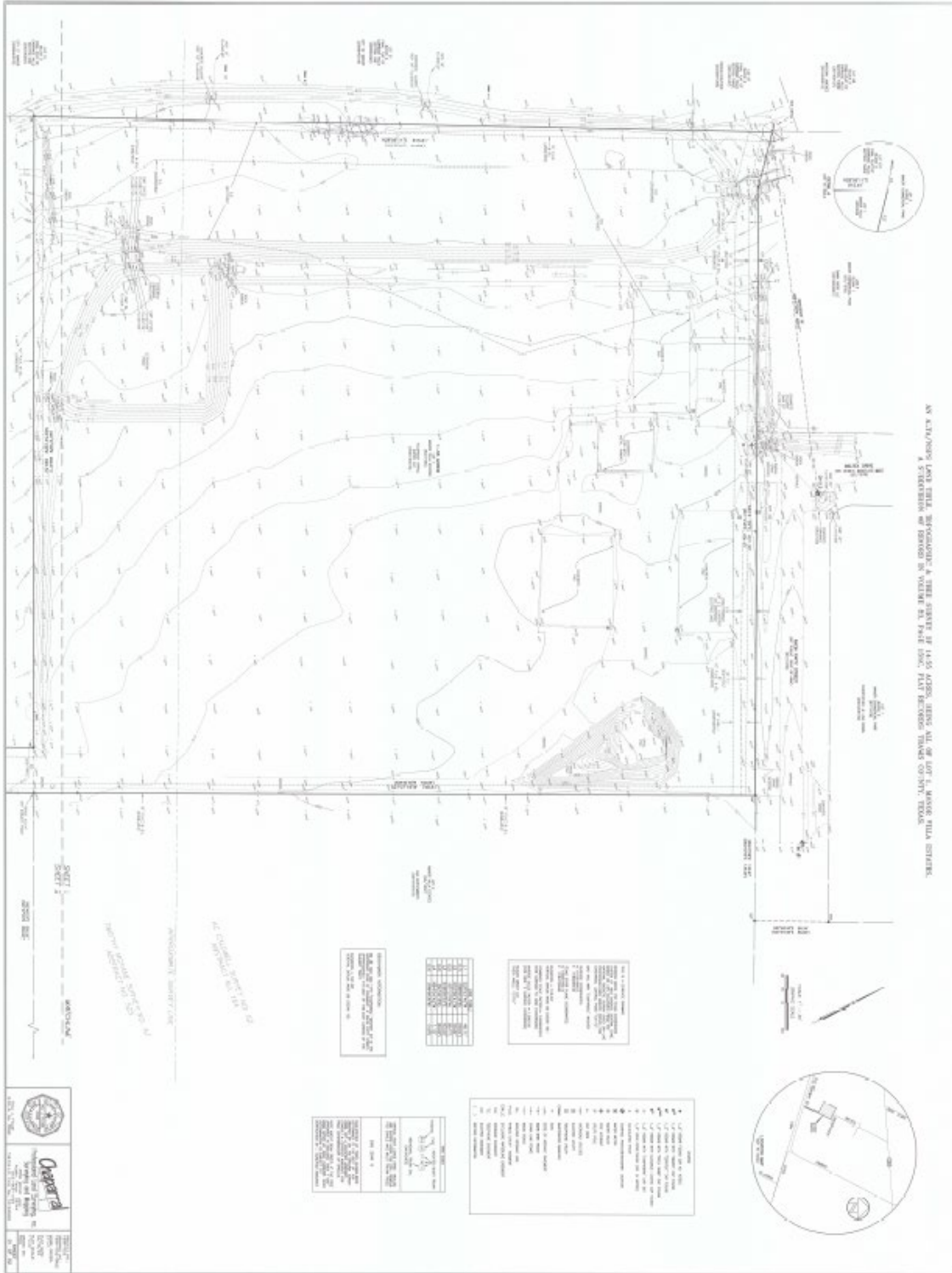
\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

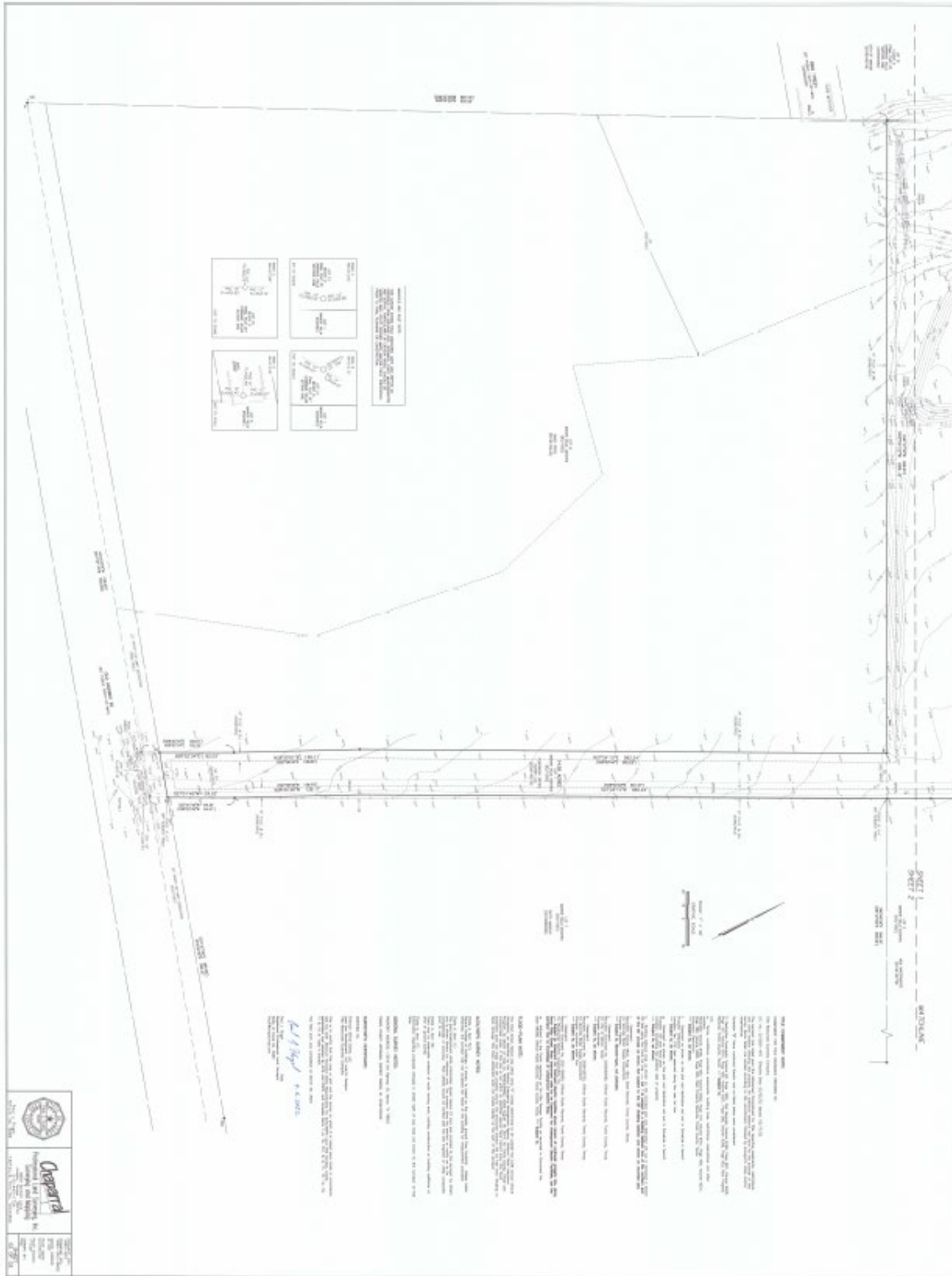
**ATTEST:**

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

**Exhibit "A"**  
**Subject Property Description**  
**+/- 14.55 Acres**







**Exhibit "B"**  
**Agreement Regarding Post-Annexation Provision of Services**  
**For Property to be Annexed into the City of Manor**

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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Flintrock Office Suites, LLC (“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:**

\_\_\_\_\_

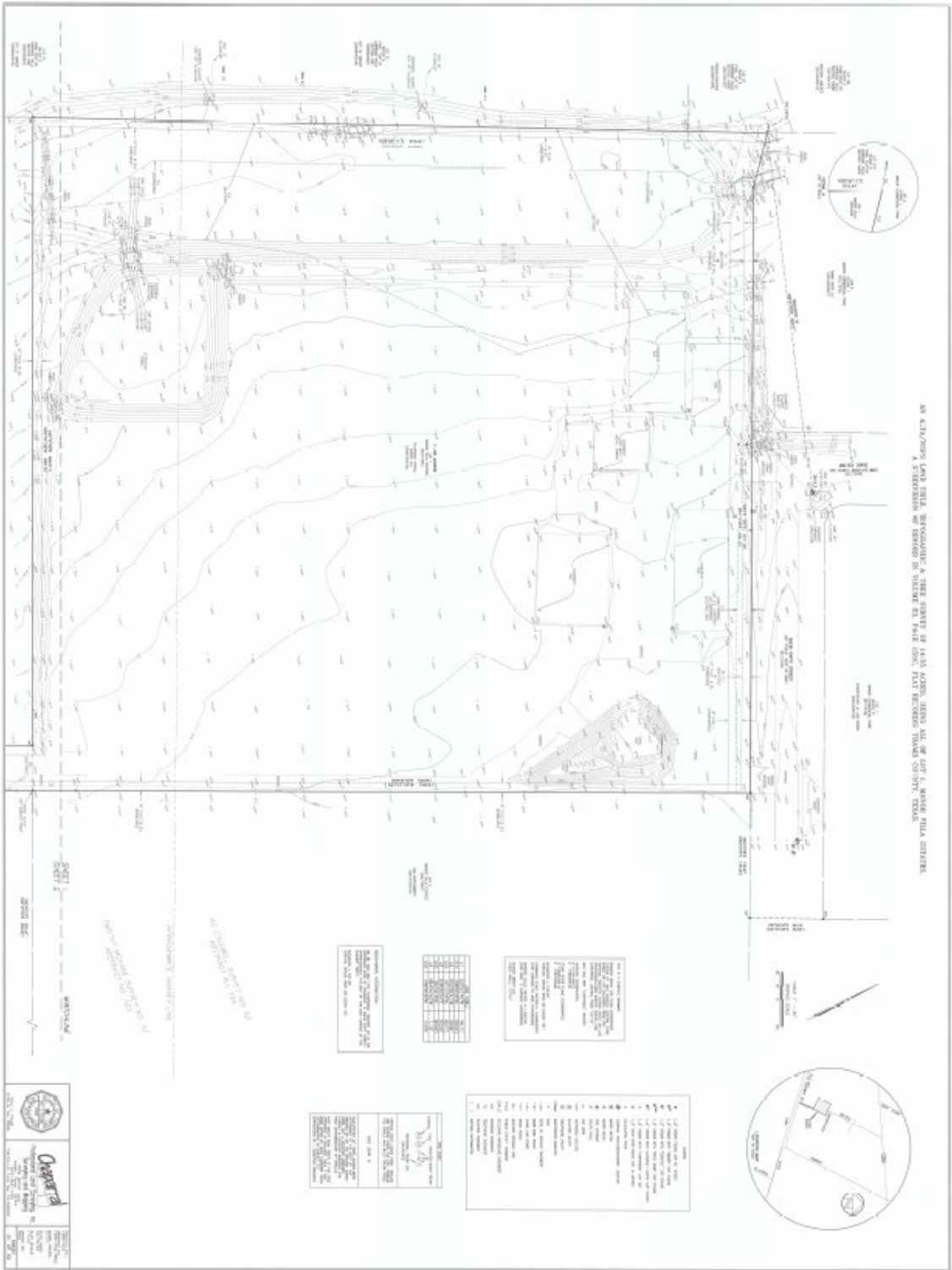
**By:** \_\_\_\_\_

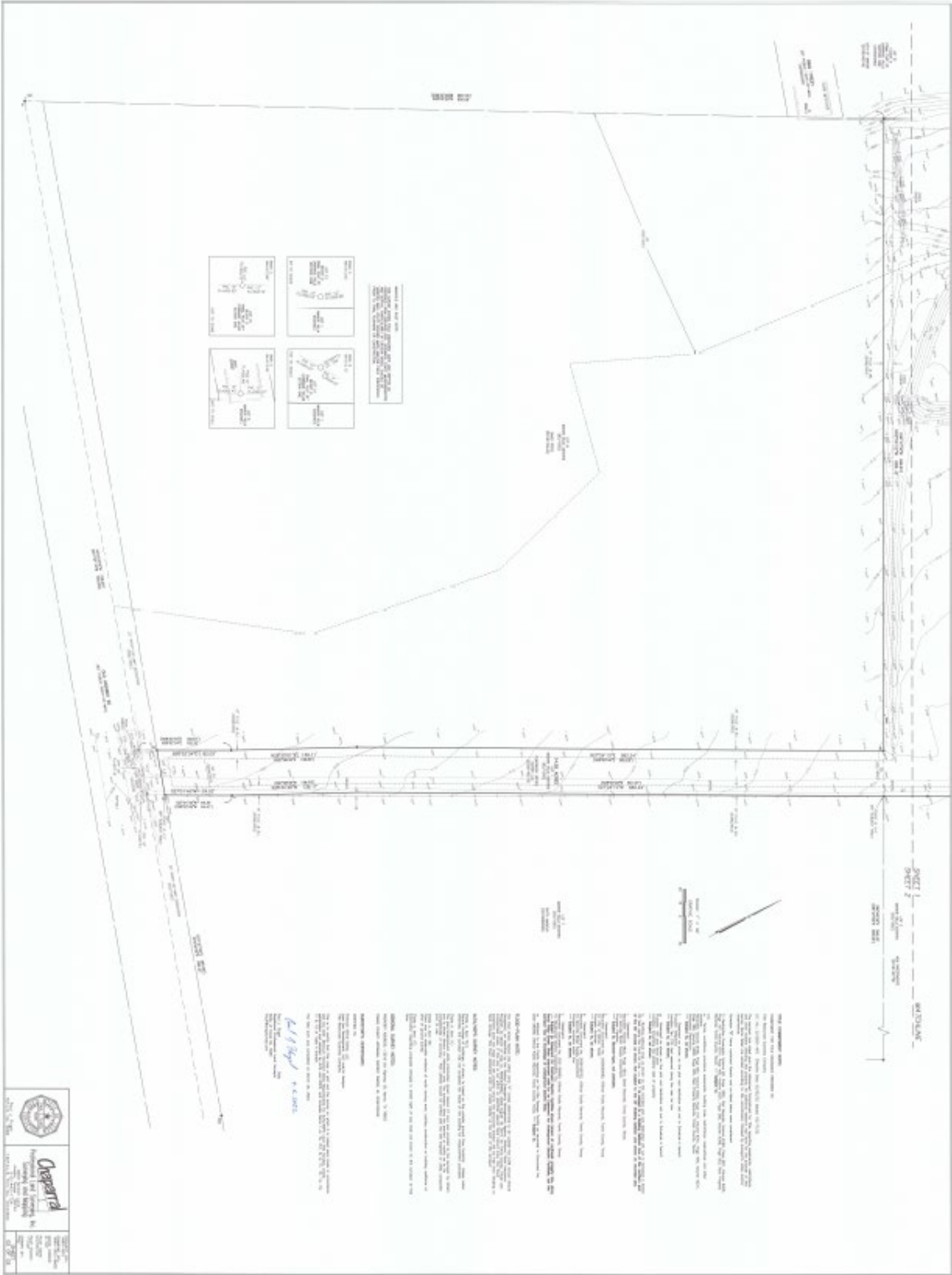
**Name (print):** \_\_\_\_\_

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

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

**Subject Property Description**





STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR  
FOR ANNEXATION OF PROPERTY**

**WHEREAS**, the undersigns are the owners of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description in Section One below (referred to herein as the “Subject Property”);

**WHEREAS**, the undersigns have sought the annexation of the Subject Property by the City of Manor, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the Subject Property by the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the City, pursuant to *Chapter 43, Tex. Loc. Gov’t. Code* and the request of the property owner, is authorized to annex the Subject Property; and,

**WHEREAS**, the undersigns agree and consent to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

**NOW THEREFORE**, the undersigned by this Petition and Request:

**SECTION ONE:** Request the City Council of the City to commence annexation proceedings and to annex all portions of the Subject Property not already within the corporate limits of the City of Manor, Texas, including the abutting streets, roadways, and rights-of-way thereto, described as follows:

See Exhibit “A”

**SECTION TWO:** Request that after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services plan.

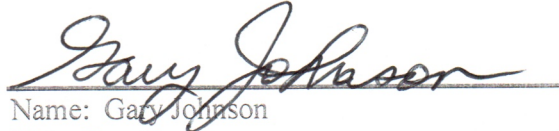
**SECTION THREE:** Acknowledge and represent having received, read and understood the attached “draft” Service Plan (proposed to be applicable to and adopted for the Subject Property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersign who hereby request the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledge that the undersigns understand and agree that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

**SECTION FIVE:** Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

**FILED**, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioners: Property Owner(s)



Name: Gary Johnson

Title: President

Company: Flintrock Office Suites, LLC

STATE OF TEXAS

§

COUNTY OF Travis

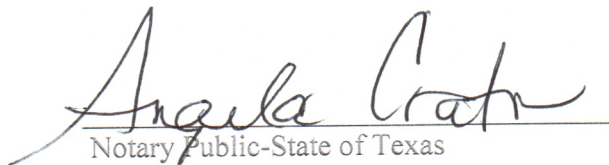
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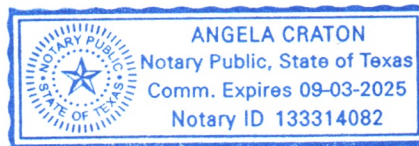
§

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gary Johnson, President of Flintrock Office Suites, LLC, owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 13 day of April, 2022.

(SEAL)

  
Notary Public-State of Texas





## EXHIBIT "A"

Lot 1, MANOR VILLA ESTATES, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 83, Page 155C, of the Plat Records of Travis County, Texas.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution accepting the petition for annexation of 62.8431 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing.

**BACKGROUND/SUMMARY:**

This is a voluntary annexation being initiated by the property owner.

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

- Resolution No. 2022-09

**STAFF RECOMMENDATION:**

It is city staff's recommendation that the City Council approve Resolution No. 2022-09 accepting the petition for annexation of 62.8431 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for the public hearing.

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

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**RESOLUTION NO. 2022-09**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 62.8431 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

**WHEREAS**, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

**WHEREAS**, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and,

**WHEREAS**, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

**SECTION TWO:** The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the draft agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Tract One:

Being 9.38 acres of land out of the A.C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, and being a portion of a called 62.8431 acre tract of land described in a general warranty deed to Jefferson Triangle Marine, L.P. recorded in Document No. 2008096315 of the Official Public Records, Travis

County, Texas, said 9.38 tract of land being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

Tract Two:

Being 53.42 acres of land out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, and being a portion of a called 62.8431 acre tract of land described in a general warranty deed to Jefferson Triangle Marine, L.P. recorded in Document No. 2008096315 of the Official Public Records, Travis County, Texas, said 53.42 tract of land being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of May 18, 2022. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit “A” shall control.

**SECTION THREE:** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

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

**PASSED AND APPROVED** this the 4<sup>th</sup> day of May 2022.

**THE CITY OF MANOR, TEXAS:**

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

**ATTEST:**

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

**Exhibit "A"**  
**Subject Property Description**  
**+/- 62.8431 Acres**

## Tract One



10090 W Highway 29 | Liberty Hill, Texas 78642

TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

## METES AND BOUNDS DESCRIPTION

BEING 9.38 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies);

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, a distance of **600.03** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar found for the Southeast corner of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T. and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the common Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T., bears South 62°55'16" East a distance of 280.09 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 27°21'49" West** a distance of **638.36** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and



- 2. **North 72°21'49" West** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set in the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, from which a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and a common Northwest corner of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T., also being in the common existing Easterly right-of-way line of said Kimbro Road, bears South 26°27'38" West a distance of 667.27 feet;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **736.34** feet to the **POINT OF BEGINNING** and containing 9.38 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

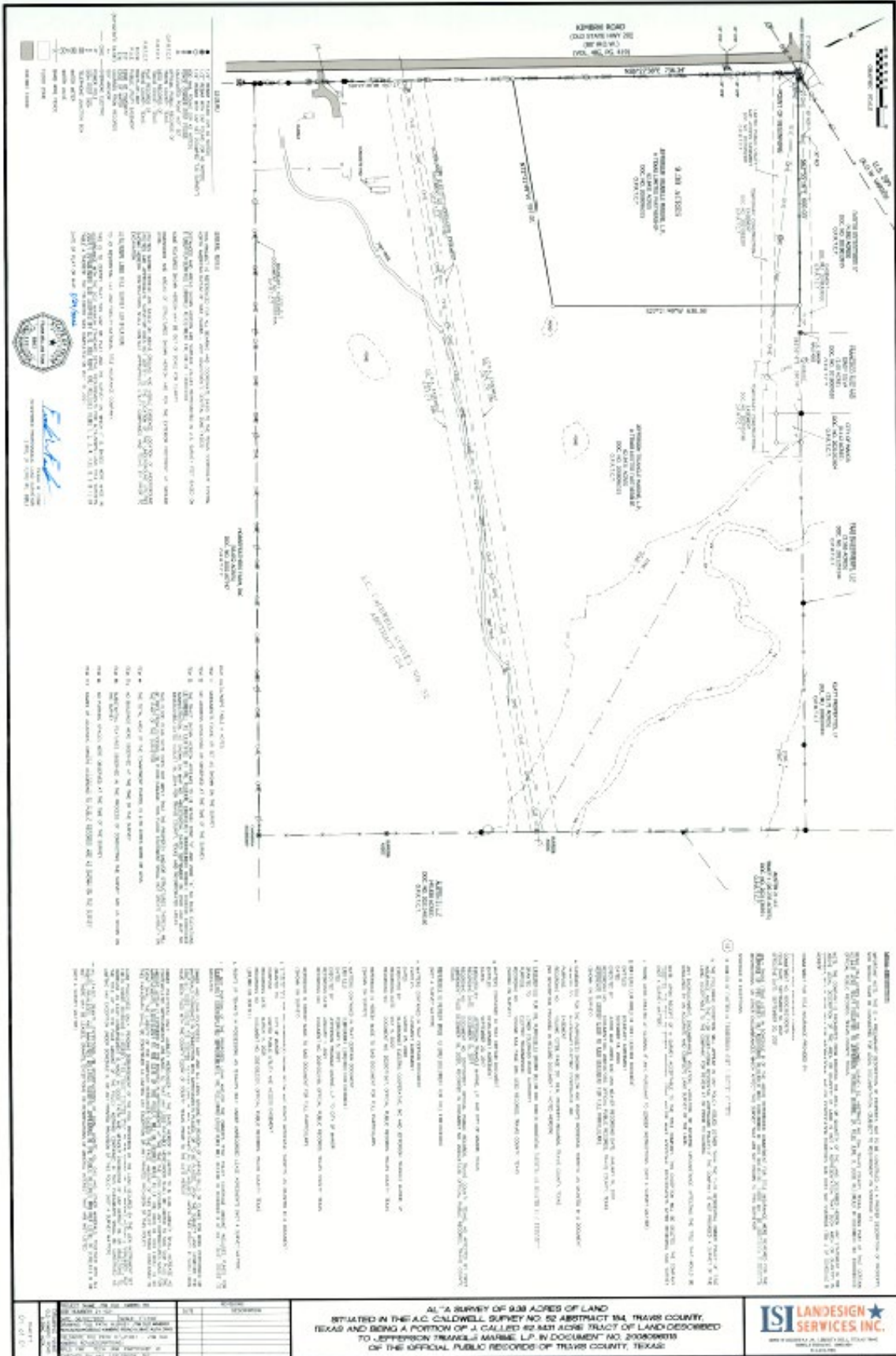
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

 3/29/2022  
 Frank. W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 21-021  
 Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 9.38ac ALTA.dwg







## Tract Two



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

EXHIBIT " "

## METES AND BOUNDS DESCRIPTION

BEING 53.42 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with cap stamped "LSI SURVEY" set in the North line of said 62.8431 acre tract and the common South line of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., from which a 1/2" rebar with cap stamped "4WARD BOUNDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 62°55'16" West a distance of 600.03 feet;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, and continuing with the common South line of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T., a distance of **280.09** feet to a 1/2" rebar found for the Southeast corner of said 1.00 acre tract and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T. and a common corner of said 62.8431 acre tract;

THENCE with a Northerly line of said 62.8431 acre tract and a common line of said 0.112 acre tract, the following three (3) courses and distances:

1. **South 27°04'44" West** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set;



2. **South 62°55'16" East** a distance of **75.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
3. **North 27°04'44" East** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 0.112 acre tract and a common corner of said 62.8431 acre tract, also being in the South line of said 5.565 acre tract;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 5.565 acre tract, and continuing with the common South line of a called 15.71 acre tract of land described in a Warranty Deed to Klatt Properties, LP, recorded in Document No. 2008204941 of said O.P.R.T.C.T., a distance of **998.89** feet to a 1/2" rebar found for the Northeast corner of said 62.8431 acre tract and the common Southeast corner of said 15.71 acre tract, also being in the West line of a called 20.235 acre tract of land described as Tract 1 in a General Warranty Deed to Austin 21 LLC, recorded in Document No. 2021136691 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 20.235 acre tract, the following two (2) courses and distances:

1. **South 29°25'27" West** a distance of **12.49** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **South 26°40'55" West** a distance of **304.61** feet to a 60d Nail found in a Mesquite tree for the Southwest corner of said 20.235 acre tract and the Northwest corner of a called 45.838 acre tract of land described in a General Warranty Deed With Vendor's Lien to Austin 21 LLC, recorded in Document No. 2021248160 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 45.838 acre tract, the following four (4) courses and distances:

1. **South 27°38'12" West** a distance of **377.29** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found;
2. **South 26°43'45" West** a distance of **143.94** feet to a 1/2" rebar found;
3. **South 26°58'00" West** a distance of **243.98** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found; and
4. **South 26°59'10" West** a distance of **330.89** feet to a 1/2" rebar with cap stamped "CHAPARRAL BOUNDARY" found for the Southeast corner of said 62.8431 acre tract and the common Southwest corner of said 45.838 acre tract, also being in the North line of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 62°38'11" West** with the South line of said 62.8431 acre tract and the common North line of said 56.652 acre tract, a distance of **1,938.72** feet to a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and the common Northwest corner of said 56.652 acre tract, and being in the existing Easterly right-of-way line of said Kimbro Road;



THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **667.27** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar with cap stamped "4WARD BOUNDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears **North 26°27'38" East** a distance of 736.34 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 72°21'49" East** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **North 27°21'49" East** a distance of **638.36** feet to the **POINT OF BEGINNING** and containing 53.42 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

 3/29/2022  
 Frank. W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 21-021  
 Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 53.42ac ALTA.dwg





**Exhibit "B"**  
**Agreement Regarding Post-Annexation Provision of Services**  
**For Property to be Annexed into the City of Manor**

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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Jefferson Triangle Marine, L.P. (“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:**

\_\_\_\_\_

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

**Name (print):** \_\_\_\_\_

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

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

**Subject Property Description**

## Tract One



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

EXHIBIT " "

## METES AND BOUNDS DESCRIPTION

BEING 9.38 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies);

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, a distance of **600.03** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar found for the Southeast corner of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T. and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the common Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T., bears South 62°55'16" East a distance of 280.09 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 27°21'49" West** a distance of **638.36** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and



- 2. **North 72°21'49" West** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set in the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, from which a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and a common Northwest corner of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T., also being in the common existing Easterly right-of-way line of said Kimbro Road, bears South 26°27'38" West a distance of 667.27 feet;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **736.34** feet to the **POINT OF BEGINNING** and containing 9.38 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

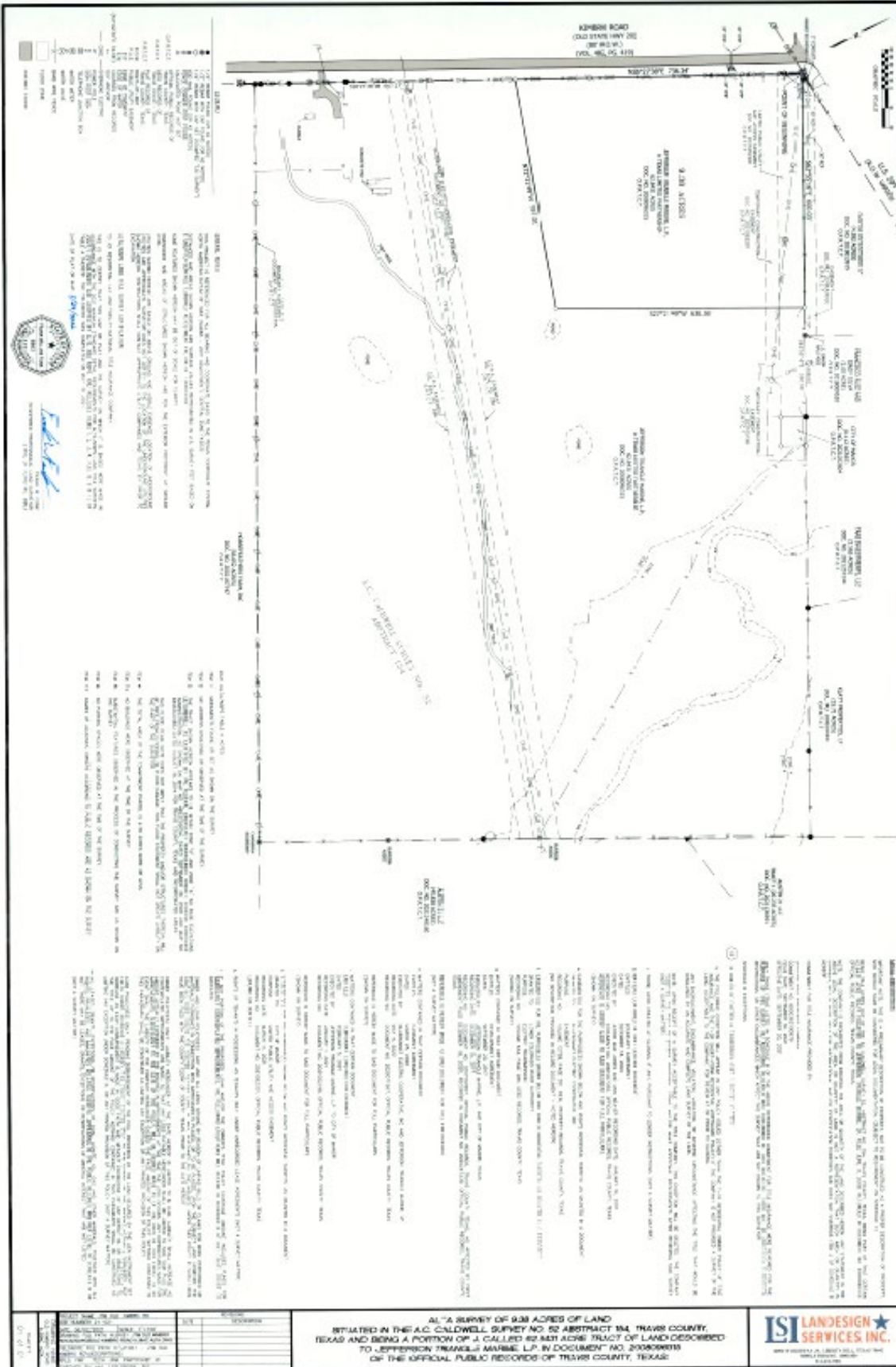
 3/29/2022  
 Frank. W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 21-021  
 Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 9.38ac ALTA.dwg







## Tract Two



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

## EXHIBIT " "

## METES AND BOUNDS DESCRIPTION

BEING 53.42 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with cap stamped "LSI SURVEY" set in the North line of said 62.8431 acre tract and the common South line of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., from which a 1/2" rebar with cap stamped "4WARD BOUNDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 62°55'16" West a distance of 600.03 feet;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, and continuing with the common South line of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T., a distance of **280.09** feet to a 1/2" rebar found for the Southeast corner of said 1.00 acre tract and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T. and a common corner of said 62.8431 acre tract;

THENCE with a Northerly line of said 62.8431 acre tract and a common line of said 0.112 acre tract, the following three (3) courses and distances:

1. **South 27°04'44" West** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set;



2. **South 62°55'16" East** a distance of **75.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
3. **North 27°04'44" East** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 0.112 acre tract and a common corner of said 62.8431 acre tract, also being in the South line of said 5.565 acre tract;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 5.565 acre tract, and continuing with the common South line of a called 15.71 acre tract of land described in a Warranty Deed to Klatt Properties, LP, recorded in Document No. 2008204941 of said O.P.R.T.C.T., a distance of **998.89** feet to a 1/2" rebar found for the Northeast corner of said 62.8431 acre tract and the common Southeast corner of said 15.71 acre tract, also being in the West line of a called 20.235 acre tract of land described as Tract 1 in a General Warranty Deed to Austin 21 LLC, recorded in Document No. 2021136691 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 20.235 acre tract, the following two (2) courses and distances:

1. **South 29°25'27" West** a distance of **12.49** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **South 26°40'55" West** a distance of **304.61** feet to a 60d Nail found in a Mesquite tree for the Southwest corner of said 20.235 acre tract and the Northwest corner of a called 45.838 acre tract of land described in a General Warranty Deed With Vendor's Lien to Austin 21 LLC, recorded in Document No. 2021248160 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 45.838 acre tract, the following four (4) courses and distances:

1. **South 27°38'12" West** a distance of **377.29** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found;
2. **South 26°43'45" West** a distance of **143.94** feet to a 1/2" rebar found;
3. **South 26°58'00" West** a distance of **243.98** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found; and
4. **South 26°59'10" West** a distance of **330.89** feet to a 1/2" rebar with cap stamped "CHAPARRAL BOUNDARY" found for the Southeast corner of said 62.8431 acre tract and the common Southwest corner of said 45.838 acre tract, also being in the North line of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 62°38'11" West** with the South line of said 62.8431 acre tract and the common North line of said 56.652 acre tract, a distance of **1,938.72** feet to a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and the common Northwest corner of said 56.652 acre tract, and being in the existing Easterly right-of-way line of said Kimbro Road;



THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **667.27** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 26°27'38" East a distance of 736.34 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 72°21'49" East** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **North 27°21'49" East** a distance of **638.36** feet to the **POINT OF BEGINNING** and containing 53.42 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

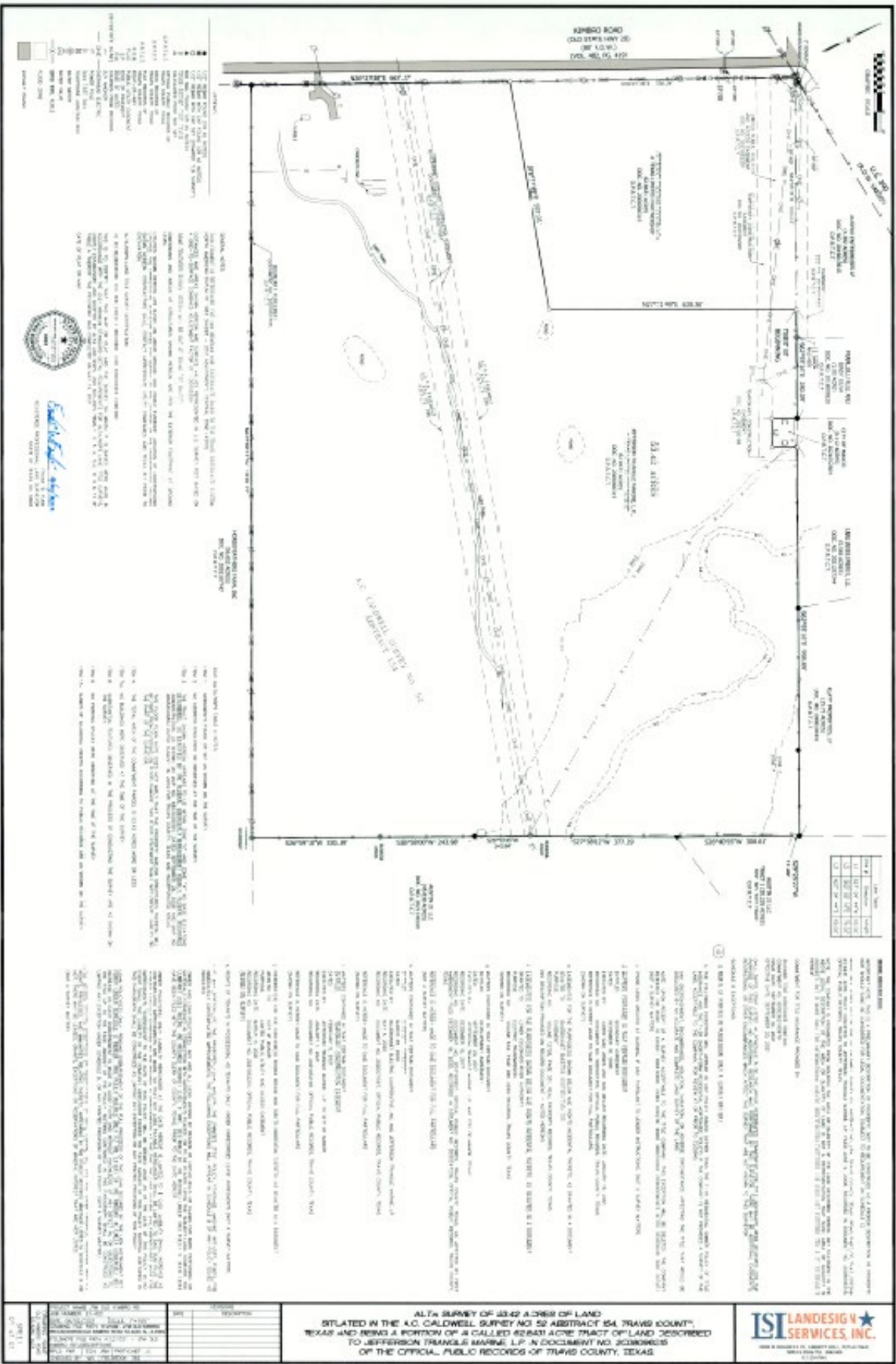
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

 **3/29/2022**  
 Frank. W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 21-021  
 Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 53.42ac ALTA.dwg





STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS               §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR  
FOR ANNEXATION OF PROPERTY**

**WHEREAS**, the undersigns are the owners of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description in Section One below (referred to herein as the “Subject Property”);

**WHEREAS**, the undersigns have sought the annexation of the Subject Property by the City of Manor, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the Subject Property by the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the City, pursuant to *Chapter 43, Tex. Loc. Gov’t. Code* and the request of the property owner, is authorized to annex the Subject Property; and,

**WHEREAS**, the undersigns agree and consent to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

**NOW THEREFORE**, the undersigned by this Petition and Request:

**SECTION ONE:** Request the City Council of the City to commence annexation proceedings and to annex all portions of the Subject Property not already within the corporate limits of the City of Manor, Texas, including the abutting streets, roadways, and rights-of-way thereto, described as follows:

62.8431-acre tract of land described by metes and bounds on **EXHIBIT A**.

**SECTION TWO:** Request that after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services plan.

**SECTION THREE:** Acknowledge and represent having received, read and understood the attached “draft” Service Plan (proposed to be applicable to and adopted for the Subject Property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersign who hereby request the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledge that the undersigns understand and agree that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

**SECTION FIVE:** Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

**FILED**, this 23<sup>rd</sup> day of March, 2022, with the City Secretary of the City of Manor, Travis County, Texas.

**Petitioners: Property Owner(s)**

Jefferson Triangle Marine, L.P.

By: Palmera Properties, Inc.  
General Partner

  
\_\_\_\_\_  
Edward P. deZevallos  
President

STATE OF TEXAS §  
Houston §  
COUNTY OF TRAVIS §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Edward P. deZevallos, President of Palmera Properties, Inc., as General Partner of the owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 23 day of March, 2022.

(SEAL)



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

# EXHIBIT "A"

Survey and Legal Lot Description attached to this coversheet





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Manor Downs Multifamily (9910 Hill Lane) Project.

**BACKGROUND/SUMMARY:**

The property owner is requesting water service from the City of Manor and the attached deposit agreement is submitted to be entered into in order to begin work on the process of transferring water service from Manville Water Supply Corporation to the City of Manor.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** Not Applicable  
**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 Manor Downs Multifamily (9910 Hill Lane) Project 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  
MANOR DOWNS MULTIFAMILY (9910 HILL LANE) PROJECT**

THIS DEPOSIT AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2022 by and between the **CITY OF MANOR, TEXAS** (the “City”) and **CH DOF I-RANGEWATER MF AUSTIN MANOR, L.P.**, a Delaware limited partnership (including its Designated Successors and Assigns, the “Owner”).

WHEREAS, Manville Water Supply Corporation (“Manville”) is the holder of a water certificate of convenience and necessity (“CCN”) No. 11144 which includes Owner’s approximately 24.810 acre tract (“Property”) within its boundaries; and

WHEREAS, the City is the holder of a CCN No. 10947; and

WHEREAS, the Owner is developing its Property within the corporate limits of the City and desires to receive water service from the City; and

WHEREAS, Manville has informed Owner that Manville is not opposed to the City providing water service to Owner’s Property; and

WHEREAS, the Owner has 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 Water Service Area Transfer Agreement with Manville (the “Transfer Agreement”) and approval by the Public Utility Commission of said Transfer Agreement; and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

**SECTION 1. DEPOSITS.** The Owner shall deposit with the City the amount of \$10,000.00 (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 seeking execution and approval of the Transfer Agreement. The City will notify the Owner if the costs generally described in Section 2 exceed or are expected to exceed \$10,000.00. The City will draw from the deposit for the Consultants fees and other fees related to the execution and approval of the Transfer Agreement (the “Consultants Deposit”). Whenever the account for the Consultants Deposit reaches a balance below \$2,000.00, the Owner 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 execution and approval of the Transfer Agreement. The City Manager shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the City Manager and the Office of the

City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs 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 execution and approval of the Transfer Agreement. The Consultants will be responsible to, and will act as consultants to, the City in connection with the execution and approval of the Transfer Agreement. The City Manager will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to execution and approval of the Transfer Agreement (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 execution and approval of the Transfer Agreement. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the City Manager's office upon request by Owner. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

SECTION 3. UNEXPENDED MONEYS. If proceedings for execution and approval of the Transfer Agreement are unsuccessful and are terminated or abandoned prior to the issuance of approval by the PUC, the City Manager shall transfer to the Owner all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 1, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment. Upon the successful approval by the PUC, the City shall return unexpended Moneys, and the interest thereon, if any, to Owner.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best 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: \_\_\_\_\_

CH DOF I-RANGEWATER MF AUSTIN  
MANOR, L.P.,  
a Delaware limited partnership

By: RW Austin Manor GP, LLC,  
a Georgia limited liability company,  
its general partner

By: RangeWater Real Estate, LLC,  
a Georgia limited liability company,  
its manager

By: \_\_\_\_\_  
Name: Michael Blair  
Title: Vice President



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Water Service Area Transfer Agreement between the City of Manor, Texas and Manville Water Supply Corporation for a 40 acre tract.

**BACKGROUND/SUMMARY:**

Manor ISD is requesting water service from the City for their proposed K-8 campus. City Council previously approved a deposit agreement with Manor ISD to transfer water service from Manville Water Supply Corporation to the City of Manor. The attached Water Service Area Transfer Agreement has been executed by Manville and is provide to City Council for consideration, which would then go through the PUC process.

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

- Water Service Area Transfer Agreement

**STAFF RECOMMENDATION:**

It is city staff’s recommendation that the City Council approve the Water Service Area Transfer Agreement between the City of Manor, Texas and Manville Water Supply Corporation for a 40-acre tract and authorizing the City Manager to execute the agreement.

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

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

**WATER SERVICE AREA TRANSFER AGREEMENT**

This WATER SERVICE AREA TRANSFER AGREEMENT (the “Agreement”) is made and entered into by and between the City of Manor (“City” or “Manor”), a home rule municipality organized and existing under the laws of the State of Texas, and the Manville Water Supply Corporation (“Manville”) a retail public utility and Texas Corporation. The City and Manville WSC are each a “Party.” Collectively they are the “Parties.” This Agreement is effective on the date that the last Party signs the Agreement (the “Effective Date”).

**RECITALS**

WHEREAS, Section 13.248 of the Texas Water Code (“TWC”) provides that contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (“PUC”) after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity;

WHEREAS, both Manville and the City are retail public utilities as defined in Section 13.002(19) of the TWC;

WHEREAS, Manville is the holder of water certificate of convenience and necessity (“CCN”) No. 11144 and Manor is the holder of water CCN No. 10947, each of which define the certificated retail water service territories of the respective retail public utilities;

WHEREAS, on or about March 31, 2021, Manor Independent School District (“District”), an independent school district and political subdivision of the State of Texas, acquired 40 acres of land located in whole or in part in the Manville water service territory and within the corporate limits of the City;

WHEREAS, the 40 acres was previously part of a larger tract owned by Butler Family Partnership, Ltd.;

WHEREAS, District is developing the 40 acres (“Transfer Tract”) into a K-8th grade campus and desires to receive water service from the City;

WHEREAS, the Parties desire that Manville transfer the portion of its water CCN that overlaps with the Transfer Tract shown in Exhibit C of this Agreement to the City’s water CCN;

WHEREAS, there are no customers or facilities located on the Transfer Tract; and

**WHEREAS**, Manville and the City desire to enter into this Agreement pursuant to TWC Section 13.248 to designate areas and customers to be served by Manor.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereafter, the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

### **AGREEMENT**

1. **Purpose.** This Agreement shall be a contract designating areas and customers to be served by the Parties in accordance with Texas Water Code § 13.248.

2. **Transfer of the CCN Area.** Manville transfers and conveys to the City, and the City accepts from Manville, the portion of Manville CCN No. 11144 that overlaps with the Transfer Tract; and the Parties thereby agree to modification of the boundaries of their water CCN's, accordingly. There are no customers or facilities located on the Transfer Tract and, therefore, none are being transferred.

3. **Notice Requirements Have Been Fulfilled.** On October 14, 2021, the Manville Board of Directors considered and approved this transfer of water service area to Manor. Exhibit F contains the Agenda announcing the October 14 Board meeting (see Item 7.a.), and the Minutes from that meeting demonstrating that the Board approved the transfer of the 40 acres. Exhibit G is an affidavit from Manville General Manager Tony Graf attesting to the fact that the Manville Board did indeed carry out the public notice.

4. **No Continuing Obligation to Serve.** The Parties agree that, upon PUC approval of the application(s) to transfer the Transfer Tract from Manville to the City, Manville shall have no further obligation to provide retail water service to the Transfer Tract.

5. **Application for Approval.** The Parties agree to fully cooperate as necessary regarding the preparation, filing, and prosecution of an application to secure PUC approval of this Agreement. Each party shall bear its own costs and expenses in connection therewith.

6. **List of Exhibits**

Exhibit A: Overview Map

Exhibit B: Location Map

Exhibit C: Detailed Map

Exhibit D: Metes and Bounds Description of Transfer Tract

Exhibit E: Land Title Survey of Transfer Tract

Exhibit F: Meeting Agenda and Minutes (Manville)

Exhibit G: Affidavit Regarding Notice (T. Graf)



7. **Governing Law and Venue.** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Venue for any dispute shall be in courts with jurisdiction over Travis County, Texas.

8. **Entire Agreement.** This Agreement reflects the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter thereof.

9. **Notice.** The following notice requirements shall apply with regard to notice by the Parties to each other, except with regard to other or additional requirements that may apply to documents served on all parties as provided in 16 Tex. Admin Code § 22.74. When this Contract requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by e-mail are considered delivered three (3) business days after transmittal or when received by the addressee whichever is earlier. The Parties may make routine communications by first class mail, email, or other commercially accepted means. Notices and routine communications to the City and Manville shall be addressed as follows:

Manville: Tony Graf, General Manager  
Manville Water Supply Corporation  
P. O. Box 248  
Coupland, TX 78615  
Email: [tgraf@manvillewsc.org](mailto:tgraf@manvillewsc.org)  
Phone: 512-856-2488 Ext. 223

City of Manor: Scott Dunlop  
Interim City Manager  
105 E. Eggleston Street  
Manor, Texas 78653  
Phone: 512/272-5555  
Email: [sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org)

With copies to  
Paige Saenz  
City Attorney  
The Knight Law Firm, LLP  
223 W. Anderson Lane, Suite A-105  
Austin, Texas 78752  
Phone: 512/323-5778  
Email: [paige@cityattorneytexas.com](mailto:paige@cityattorneytexas.com)

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other party.

10. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without prior written consent of the other Party, whose consent shall not be unreasonably withheld. All of the respective obligations of each Party shall bind that Party and shall apply to and bind any successors or assigns of that Party.

11. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.

12. **Multiple Originals.** This Agreement may be executed in a number of counterparts, each of which shall be for all purposes deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

13. **Terms to be Exclusive.** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

14. **No Waiver of Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

15. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

16. **Waiver or Modification Ineffective Unless in Writing.** A waiver, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

17. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the date first set forth above.

**Manville:**

**Manville Water Supply Corporation**

By:   
Name: Tony Graf  
Title: General Manager

**Manor:**

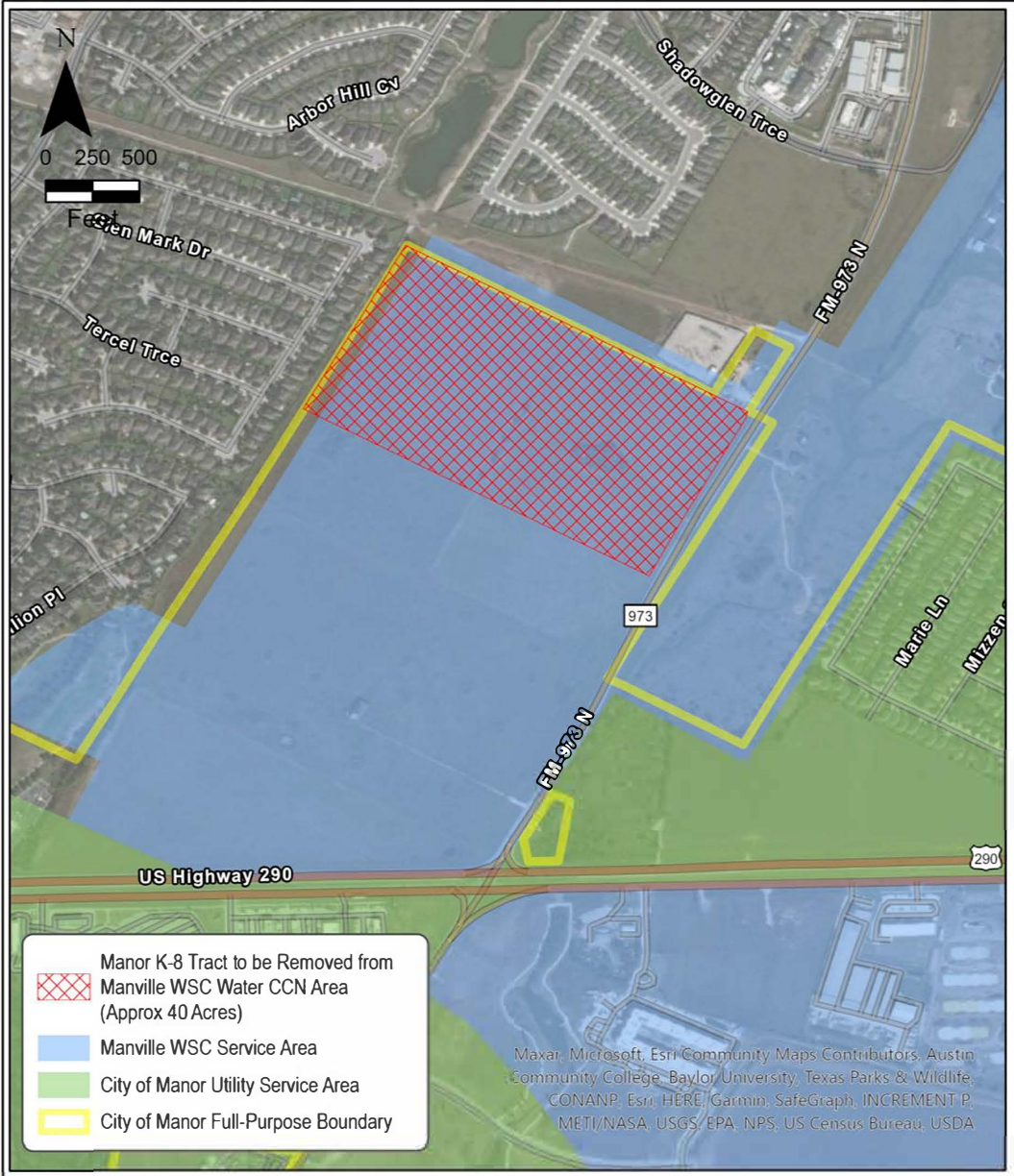
**CITY OF MANOR**

By: \_\_\_\_\_  
Name: Scott Dunlop  
Title: Interim City Manager

**Attest:**

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

**EXHIBIT A**  
**OVERVIEW MAP**

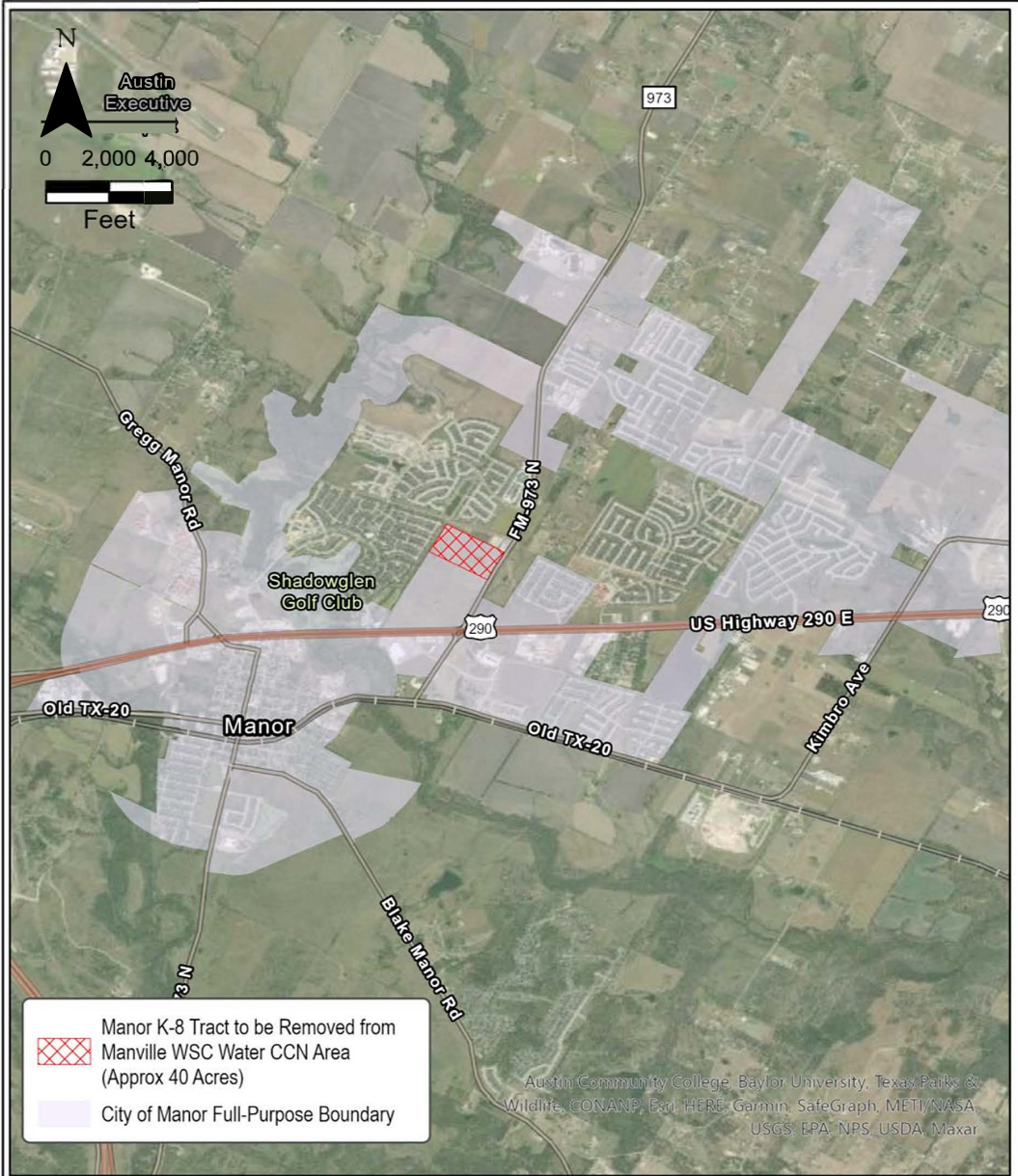


PUBLIC  
UTILITY  
COMMISSION  
OF TEXAS

### Overview Map

Manor K-8 Tract to be removed from Manville WSC Water CCN Manor, Travis County, TX 78653

**EXHIBIT B**  
**LOCATION MAP**



PUBLIC  
UTILITY  
COMMISSION  
OF TEXAS

### Location Map

*Manor K-8 Tract to be removed from Manville WSC Water CCN Manor, Travis County, TX 78653*

**EXHIBIT C**  
**DETAILED MAP**





 Manor K-8 Tract to be Removed from Manville WSC Water CCN Area (Approx 40 Acres)



PUBLIC UTILITY COMMISSION OF TEXAS

### Detailed Map

Manor K-8 Tract to be removed from Manville WSC Water CCN Manor, Travis County, TX 78653

**EXHIBIT D**  
**METES AND BOUND DESCRIPTION OF TRANSFER TRACT**

“Exhibit \_\_\_\_”

Greenberry Gates Survey No. 63  
Abstract No. 315**Legal Description**

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 40.0070 ACRES (1,742,706 SQUARE FEET) OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 40.00 ACRE TRACT CONVEYED TO BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NO. 2021070036 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 40.0070 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**



PO Box 90876  
Austin, TX 78709  
(512) 537-2384  
jward@4wards.com  
[www.4wards.com](http://www.4wards.com)

**BEGINNING**, at a 1/2-inch iron rod with "Holt-Carson" cap found in the west right-of-way line of F.M. 973 (right-of-way varies), being the northeast corner of said Manor Independent School District tract, being the southeast corner of a called 1.069 acre tract conveyed to Julio C. Mireles in Document No. 2015111013 (O.P.R.T.C.T.), being the northwest corner of a called 7.532 acre tract conveyed to the State of Texas for right-of-way purposes in Document No. 2003035973 (O.P.R.T.C.T.), also being the southwest corner of a called 0.684 acre right-of-way dedication conveyed to the State of Texas for right-of-way purposes in Document No. 2001150390 (O.P.R.T.C.T.), for the northeast corner and **POINT OF BEGINNING** hereof, from which a TxDot Type III monument found (5/8" iron rod with TxDot cap) for the northeast corner of said 1.069 acre tract, being the southeast corner of a called 0.61 acre tract conveyed to Allan Click in Document No. 2003260859 (O.P.R.T.C.T.), bears, N27°47'35"E, a distance of 246.07 feet;

**THENCE**, with the west right-of-way line of said F.M. 973, with the east line of said Manor Independent School District tract, and with the west line of said 7.532 acre right-of-way tract, **S27°43'42"W**, a distance of **963.44** feet to a 1/2-inch iron rod with "RRP Surveying" cap found for the southeast corner hereof, said point being the southeast corner of said Manor Independent School District tract, also being the northeast corner of the remainder of a called 116.45 acre tract ("Tract 1") conveyed to The Butler Family Partnership, Ltd., in Volume 12271, Page 872 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), from which a 1/2-inch iron rod with "Ash 5687" cap found for an angle point in the east line of said remainder of 116.45 acres tract, being an angle point in the west line of said F.M. 973, same being an angle point in the west line of said 7.532 acre right-of-way tract, bears, S27°43'42"W, a distance of 1,675.75 feet;


**THENCE**, leaving the west right-of-way line of said F.M. 973, with the south line of said Manor Independent School District tract and the north line of said remainder of 116.45 acres tract, **N62°03'11"W**, a distance of **1,803.44** feet to a 1/2-inch iron rod with "RRP Surveying" cap found for the southwest corner hereof, said point being the southwest corner of said Manor Independent School District tract, being the northwest corner of said remainder of 116.45 acres tract, and being in the east line of the remainder of a called 4.147 acre tract (Detention Pond) conveyed to Travis County Municipal Utility District No. 2 in Document No. 2005232936 (O.P.R.T.C.T.), from which a 1/2-inch iron rod found for an angle point in the west line of said remainder of 116.45 acres tract, being an angle point in the east line of said 4.147 acre tract, bears S27°06'47"W, a distance of 551.74 feet;

**THENCE**, with the west line of said Manor Independent School District tract, in part with the east line of said 4.147 acre tract, in part with the east line of a called 0.058 acre tract conveyed to Shadowglen Residential Community, Ltd. in Document No. 2010062350 (O.P.R.T.C.T.), in part with the east line of a called 0.058 acre tract conveyed to Shadowglen Residential Community, Ltd. in Document No. 201085809 (O.P.R.T.C.T.), in part with the east line of a called 0.058 acre tract conveyed to Shadowglen Residential Community, Ltd. in Document No. 2010085810 (O.P.R.T.C.T.), and in part with the east line of a called 0.057 acre tract conveyed to SG Land Holdings, LLC in Document No. 2014000981 (O.P.R.T.C.T.), **N27°06'47"E**, a distance of **963.78** feet to a 1/2-inch iron rod found for the northwest corner hereof, said point being the northwest corner of said Manor Independent School District tract, being in the east line of said 0.057 acre SG Land Holdings tract, also being the southwest corner of the remainder of a called 94.85 acre tract ("Tract 4") conveyed to SG Land Holdings, LLC in Document No. 2012217281 (O.P.R.T.C.T.), from which a Mag Nail found bears, S39°37'12"W, a distance of 0.29 feet;

**THENCE**, with the north line of said Manor Independent School District tract, in part with the south line of said remainder of 94.85 acres tract, in part with the south line of Lot 1, Block A of Bluebonnet Final Plat, a subdivision recorded in Document No. 200800197 (O.P.R.T.C.T.), and in part with the south line of said 1.069 acre tract, **S62°02'44"E**, passing at a distance of 1,272.17 feet a 1/2-inch iron rod with "Vara Land Surveying" cap found for the common south corner of said remainder of 94.85 acres and said Lot 1, continuing for a total distance of **1,813.79** feet to the **POINT OF BEGINNING**, and containing 40.0070 Acres (1,742,706 Square Feet) more or less.

**NOTE:**

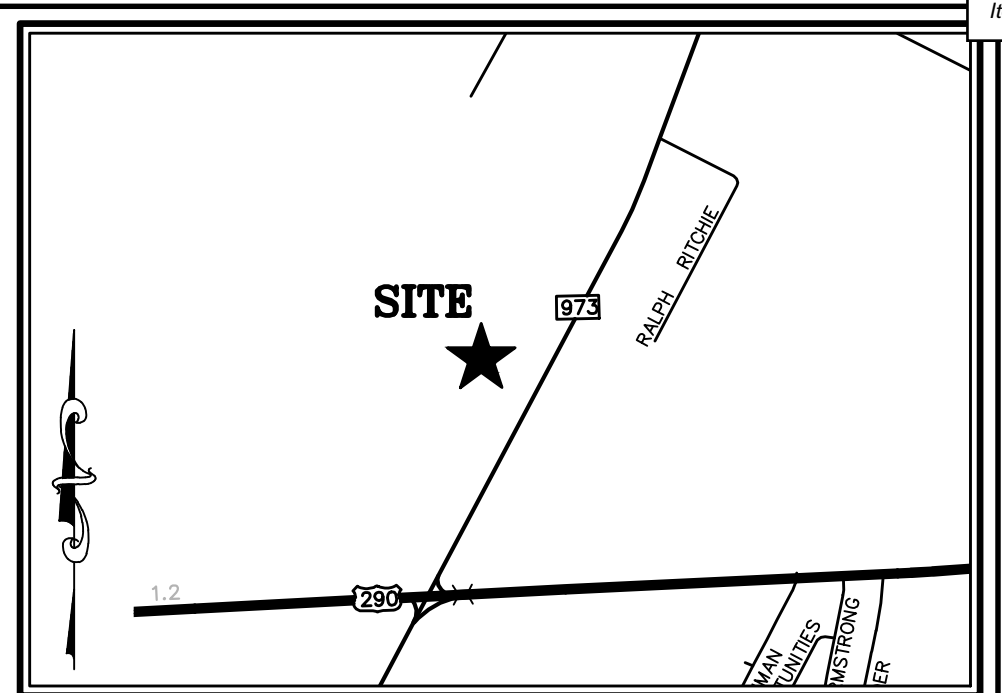
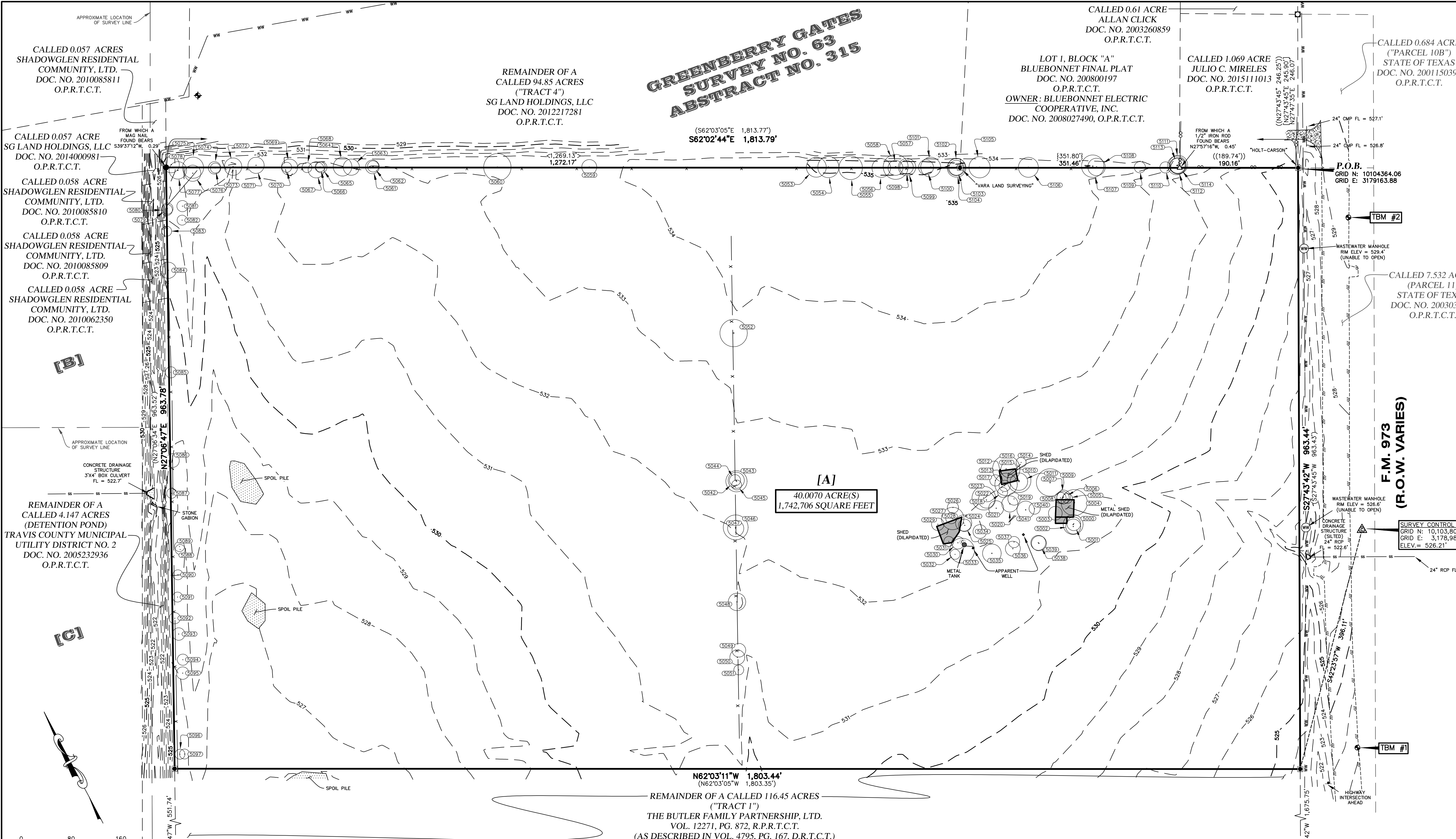
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000080179515. See attached sketch (reference drawing: 01260.dwg)

  
7/21/21  
\_\_\_\_\_  
Jason Ward, RPLS #5811  
4Ward Land Surveying, LLC



7/21/21

**EXHIBIT E**  
**LAND TITLE SURVEY OF TRANSFER TRACT**



**VICINITY MAP**  
SCALE: 1" = 2000'

**LEGEND**

---	PROPERTY LINE
- - - -	EXISTING PROPERTY LINES
- - - -	EXISTING EASEMENTS
- - - -	CONTOUR LINE
○	1/2" IRON ROD FOUND (UNLESS NOTED)
●	IRON ROD WITH "RIP SURVEYING" CAP FOUND (UNLESS NOTED)
□	TWOOT TYPE III 5/8" ALUMINUM CAPPED FOUND
⊙	BENCHMARK
▲	CALCULATED POINT
△	MAG NAIL FOUND
⊕	SURVEY CONTROL POINT
⊕	FIRE HYDRANT
⊕	WASTEWATER MANHOLE
⊕	SIGN (AS NOTED)
---	EDGE OF ASPHALT
---	WIRE FENCE
---	CHAIN LINK FENCE
---	WASTEWATER LINE
---	STORM SEWER LINE
---	CONCRETE
---	BUILDING
---	RCP
---	REINFORCED CONCRETE PIPE
---	FL ELEV
---	CORRUGATED METAL PIPE
---	FLOW LINE ELEVATION
---	P.O.B.
---	POINT OF BEGINNING
---	P.U.E.
---	PUBLIC UTILITY EASEMENT
---	VOL./PG.
---	VOLUME, PAGE
---	DOC. NO.
---	DOCUMENT NUMBER
---	R.O.W.
---	RIGHT-OF-WAY
---	P.R.T.C.T.
---	PLAT RECORDS, TRAVIS COUNTY, TEXAS
---	O.P.R.T.C.T.
---	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
---	R.P.R.T.C.T.
---	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
---	D.R.T.C.T.
---	DEED RECORDS, TRAVIS COUNTY, TEXAS
---	RECORD INFORMATION PER DEED DOC. NO. 2021070036
---	RECORD INFORMATION PER DEED DOC. NO. 2001150390
---	RECORD INFORMATION PER PLAT DOC. NO. 200800197
---	RECORD INFORMATION PER PLAT DOC. NO. 2012217281
---	RECORD INFORMATION PER PLAT DOC. NO. 2001150390

**[A]**  
CALLED 40.00 ACRES  
BOARD OF TRUSTEES OF THE  
MANOR INDEPENDENT  
SCHOOL DISTRICT  
DOC. NO. 2021070036, O.P.R.T.C.T.

**[B]**  
SUMNER BACON  
SURVEY NO. 62  
ABSTRACT NO. 63

**[C]**  
WILLIAM STANDERFORD  
SURVEY NO. 69  
ABSTRACT NO. 742

**TREE LIST**

NUMBER	DESCRIPTION	NUMBER	DESCRIPTION	NUMBER	DESCRIPTION
5000	16" HACKBERRY	5037	9" HACKBERRY	5076	13" HACKBERRY 9-8
5001	11" HACKBERRY	5038	12" HACKBERRY	5077	14" HACKBERRY
5002	12" HACKBERRY	5039	12" HACKBERRY	5078	13" HACKBERRY
5003	11" HACKBERRY 8-5	5040	9" HACKBERRY	5079	9" HACKBERRY
5004	21" HACKBERRY 17-7	5041	14" MESQUITE 10-8	5080	9" CEDAR ELM
5005	8" HACKBERRY	5042	13" MESQUITE 10-5	5081	9" HACKBERRY
5006	10" BOIS D'ARC	5043	17" MESQUITE 9-8-8	5082	8" CEDAR ELM
5007	11" BOIS D'ARC 8-6	5044	9" HACKBERRY	5083	8" CEDAR ELM
5008	9" HACKBERRY	5045	8" HACKBERRY	5084	13" CEDAR ELM
5009	22" BOIS D'ARC	5046	20" HACKBERRY 14-11	5085	9" CEDAR ELM
5010	19" HACKBERRY 14-9	5047	13" HACKBERRY	5086	11" HACKBERRY
5011	14" HACKBERRY 11-5	5048	14" HACKBERRY	5087	8" HACKBERRY
5012	18" HACKBERRY	5049	11" HACKBERRY	5088	8" BOIS D'ARC
5013	9" HACKBERRY	5050	12" HACKBERRY 9-6	5089	8" BOIS D'ARC
5014	8" HACKBERRY	5051	8" CEDAR	5090	8" CEDAR ELM
5015	13" HACKBERRY	5052	22" HACKBERRY 12-8-4-4-4	5091	8" BOIS D'ARC
5016	22" HACKBERRY 17-9	5053	16" HACKBERRY	5092	9" CEDAR ELM
5017	9" HACKBERRY	5054	17" HACKBERRY	5093	10" BOIS D'ARC
5018	8" HACKBERRY	5055	19" HACKBERRY	5094	9" BOIS D'ARC
5019	10" HACKBERRY	5056	15" HACKBERRY	5095	10" BOIS D'ARC
5020	13" HACKBERRY	5057	12" HACKBERRY	5096	8" BOIS D'ARC
5021	12" HACKBERRY	5058	20" HACKBERRY 11-10-7	5097	8" BOIS D'ARC
5022	13" HACKBERRY	5059	12" HACKBERRY 8-8	5098	11" HACKBERRY
5023	19" BOIS D'ARC 13-12	5060	12" HACKBERRY	5099	14" HACKBERRY
5024	13" HACKBERRY	5061	11" HACKBERRY	5100	12" HACKBERRY
5025	10" HACKBERRY	5062	9" HACKBERRY	5101	16" HACKBERRY
5026	9" HACKBERRY	5063	13" BOIS D'ARC 9-8	5102	14" HACKBERRY
5027	18" BOIS D'ARC	5064	15" HACKBERRY	5103	12" HACKBERRY
5028	9" HACKBERRY	5065	9" HACKBERRY	5104	15" HACKBERRY
5029	10" HACKBERRY	5066	8" HACKBERRY	5105	17" HACKBERRY
5030	10" HACKBERRY	5067	13" BOIS D'ARC 10-6	5106	16" HACKBERRY
5031	8" HACKBERRY	5068	8" HACKBERRY	5107	18" HACKBERRY
5032	8" HACKBERRY	5069	13" HACKBERRY	5108	14" HACKBERRY
5033	20" BOIS D'ARC 11-9-8	5070	8" HACKBERRY	5109	9" HACKBERRY
5034	11" HACKBERRY	5071	13" HACKBERRY	5110	9" HACKBERRY
5035	15" HACKBERRY 12-5	5072	14" HACKBERRY	5111	15" HACKBERRY
5036	12" HACKBERRY 9-5	5073	8" CEDAR ELM	5112	15" HACKBERRY
		5074	10" CEDAR ELM	5113	15" HACKBERRY
		5075	17" HACKBERRY	5114	13" HACKBERRY

**REMAINDER OF A CALLED 116.45 ACRES ("TRACT 1")**  
THE BUTLER FAMILY PARTNERSHIP, LTD.  
VOL. 12271, PG. 872, R.P.R.T.C.T.  
(AS DESCRIBED IN VOL. 4795, PG. 167, D.R.T.C.T.)

**LEGAL DESCRIPTION:**  
40.0070 ACRES OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING ALL OF A CALLED 40.00 ACRES TRACT OF LAND CONVEYED TO BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT IN DOC. NO. 2021070036 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**BEARING BASIS:**  
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00080179515.

**SURVEY CONTROL:**  
CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL - 4203) AND ELEVATIONS (NAVD83) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JULY 06, 2021.

**UTILITY NOTE:**  
THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

**BENCHMARK NOTE:**  
TBM #1-- COTTON SPINDLE SET IN THE EAST MARGIN OF F.M. 973, ±362' SOUTHWEST OF A WASTEWATER MANHOLE IN THE NORTHWEST MARGIN OF F.M. 973, ±98' SOUTHEAST OF THE SOUTHEAST CORNER OF SUBJECT TRACT. ELEVATION = 523.34'.  
TBM #2-- COTTON SPINDLE SET IN THE EAST MARGIN OF F.M. 973, ±87' NORTHEAST OF A WASTEWATER MANHOLE IN THE WEST MARGIN OF F.M. 973, ±113' SOUTHWEST OF THE NORTHEAST CORNER OF SUBJECT TRACT. ELEVATION = 529.54'.

**GENERAL NOTES:**

- PROPERTY ADDRESS: 13100 NORTH F.M. 973, MANOR, TEXAS 78653
- SEE ATTACHED METES AND BOUNDS DESCRIPTION.
- THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.
- ADDITIONAL NUMBERS (IF SHOWN) IN THE TREE LIST AT THE END OF THE TREE DESCRIPTION, REPRESENT THE SIZES AND NUMBER OF MULTI-TRUNK TREES.
- UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY THE VARIOUS UTILITY COMPANIES.
- THERE WERE NO STRIPED PARKING SPACES ON THIS SITE AT THE TIME OF SURVEY.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

**FLOODPLAIN NOTE:**  
THIS PROPERTY IS LOCATED WITHIN ZONE "X", (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. MAP NO. 4845304851, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED AUGUST 18, 2014.  
THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

**ALTA/NSPS CERTIFICATION:**  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-6, 7(a), 8, 10, 11, 13, 15, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON (JULY 15, 2021).

**ALTA/NSPS CERTIFICATION:**  
A Limited Liability Company  
PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

**4WARD Land Surveying**  
A Limited Liability Company

**JASON WARD**  
5811  
PROFESSIONAL LAND SURVEYOR

DATE: 7/21/2021

**ALTA/NSPS LAND TITLE, TOPOGRAPHIC & TREE SURVEY OF 40.0070 ACRES OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315**  
City of Manor, Travis County, Texas

Date: 7/21/2021  
Project: 01260  
Scale: 1" = 80'  
Reviewer: DV  
Tech: TR  
Field Crew: TS/JC  
Survey Date: JUL, 2021  
Sheet: 1 OF 1

**EXHIBIT F**  
**MEETING AGENDA AND MINUTES**

## MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248  
Coupland, TX 78615

Toll Free (1-888) 856-2488 • (512) 856-2488  
Fax (1-888) 856-2242 • (512) 856-2029

### NOTICE OF PUBLIC MEETING

Notice is hereby given that the Manville Water Supply Corp. Board of Directors will meet for a regular monthly meeting at the Manville Water Supply office at 13805 South SH 95 in Coupland, Texas at 6:00 P.M. on Thursday, October 14, 2021.

1. Call Meeting to Order
2. Approval of Minutes
3. Citizens Communication
4. Report on System Monitoring & Data Collection for recent Pressure Complaints and Additional Development concerns for the Coupland area – Erik Prinz
5. Manager's Report and Condition of System – Tony Graf
  - Report on:
    - 36" transmission line easement acquisition status
    - Monthly System Activities
6. Brief Board on Recent Meetings and Committee Report(s)- No action, report only
7. Discuss and Take Action
  - a. Consider Request to Opt-Out of Manville CCN for Butler Family Partnership and the Manor ISD – Ken Ramirez & Destinee Gesing
  - b. Approve Bid and Consider Awarding Contract for Broad Street 8" Water Line replacement of 3" Asbestos Pipe
  - c. Consider Approval of Eight Point Ranch, CR 468 - 100 LUE's
  - d. Consider Approval of High Point Village, Phase 1 (Wolf Tract) - 120 LUE's
  - e. Consider Approval of SH 130/ Howard Lane - 747 LUE's
    - Northwest Tract – Light Industrial (108 LUE's)
    - Northeast Tract – Light Industrial (74 LUE's)
    - Southwest Tract - Multi Family/Mixed use (565 LUE's)
  - f. Consider Approval of Enfield, FM 973/Greg Lane – 387 LUE's
  - g. Consider Approval of Vault Manor Industrial Park, Old Kimbro Road – 18 LUE's
  - h. Discuss and Take Action Regarding New Development Requests in Type/Shiloh Pressure Plane due to Storage Pressure Capacity issues
  - i. Financial Report – Rexanne Pilkenton
    - Approve Balance Sheet and Income Statement
    - Discuss LUE and Committed Funds Report
  - j. Manville W.S.C. – Water Report, Rolling 12 Month Efficiency Report, Meters Set Report and Delinquent Accounts – Rexanne Pilkenton
8. Engineer's Report – Jerry Fontaine
  - a. Report on Construction Projects
9. Next Board Meeting – Wednesday, November 10, 2021
10. Adjourn

  
\_\_\_\_\_  
Tony Graf, General Manager, October 11, 2021



# MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248  
Coupland, TX 78615

Toll Free (1-888) 856-2488 • (512) 856-2488  
Fax (1-888) 856-2242 • (512) 856- 2029

A meeting of the Manville Water Supply Corporation was held October 14, 2021, at Manville's office in Coupland.

## Meeting Minutes

### Board of Directors present:

Jack Atterstrom, President  
George Tolleson, Vice President  
Larry Hodde, Secretary  
Tracy Spellings, Treasurer  
Steve Mares  
Joe Coffey  
Marcus Gary  
Sam Jones  
Jeff Monzingo

### Not Present:

### Manville Representatives and Staff present:

Tony Graf, General Manager  
Rexanne Pilkenton, Assistant GM  
Erik Prinz, Director of Operations  
Karl Moeller, Attorney  
Jerry Fontaine - Engineer

### Visitors:

Ken Ramirez, Attorney, Butler Family Partnership,  
Destinee Gesing, Manor ISD, Mario Casiano, CEL-  
SH 130/ Howard Lane

- 1
- 2 1. Call Meeting to Order
- 3 Jack Atterstrom, President, called the meeting to order at 6:03 p.m.
- 4 Jack welcomed Jeff Monzingo to the Board of Directors and thanked him for volunteering to serve.
- 5 2. Approval of Minutes
- 6 George Tolleson made a motion to approve the minutes as submitted to the Directors with a date of the meeting
- 7 correction. Tracy Spellings seconded the motion; motion carried.
- 8 3. Citizens Communication
- 9 None
- 10 4. Report on System Monitoring & Data Collection for recent Pressure Complaints and Additional Development
- 11 concerns for the Coupland area – Erik Prinz
- 12 Jack reported that he responded by email to each of the members the Board received complaints from.
- 13 Jacks' response to the members was that he too lives in the rural area of Coupland and shares their concerns about
- 14 growth and the strains on the water supply system. He added that he has been in contact with the staff regarding
- 15 the specific issues of pressure that were raised in the emails.
- 16 Jack stated to the members that their concerns will be discussed by the Board at the next scheduled meeting and
- 17 the Board will carefully review all new applications for service to ensure Manville has adequate capability to serve
- 18 any new development without adversely affecting service to the existing customers.
- 19 Jack added in his response that it is important to understand that Manville has no permitting authority or jurisdiction,
- 20 as that power resides with the County. A development does have to be platted and approved by the County before
- 21 service is provided by Manville. Manville has an obligation, under its charter, to serve all customers within
- 22 Manville's CCN, provided there is sufficient means and capacity. He noted they responded thanking the Board for
- 23 their consideration.
- 24
- 25 Erik presented to the Board an illustration of the area with a graph of the pressure logger's data in the area the Board
- 26 received complaints. These customers are served by the Coupland Plant and the data did indicate occasional drops
- 27 in the system pressure however all except one was well above TCEQ requirements of 35 psi. Pressure in this area
- 28 ranged from 90 psi to 29.2 psi. The logger data that dropped below 30 psi was due to a leak that was identified in
- 29 the system. Erik will continue to regularly monitor areas within the system to aid in identifying potential problem
- 30 areas and provide the information to Jerry. Erik stated that he and Jerry are working on identifying areas needing
- 31 additional line looping and upgrades to water lines in the rural portion of the system for 2022. It was noted that two
- 32 budgeted projects, Type elevated storage tank & Structure additional can pumps, is needed to provide additional

development service added in the Type/Shiloh pressure plane. The Structure project is scheduled to be brought to the Board to award at the next meeting. The elevated storage tank at Type is pending land conveyance from the landowner and design of the tank by the tank builders, who are currently scheduled to meet mid-November. Jerry added an additional storage tank will be budgeted in 2022 for the Shiloh area.

## 5. Manager's Report and Condition of System – Tony Graf

### Report on:

- 36" transmission line easement acquisition status

Tony reported that EAS has obtained surveying permission for an additional 47 tracts since last month's update. As of October 4<sup>th</sup>, EAS has obtained surveying permission on a total of 78 tracts, 30 tracts remain to be contacted and 18 tracts are pending. Currently there are 4 tracts that have been listed as "denied". EAS has begun the beginning process of surveying by setting control in the area and boundary surveying will follow.

- Monthly System Activities

Tony reported that there is a leak on a 6" water line along Hwy 290 near Wilbarger Creek. Crews are unable to access the line, as the area is under water, due to recent flooding. An emergency connection is being established with Aqua, to restore service to those customers affected, until the line can be accessed for repair. Tony noted that Manville is still working on the land conveyance with John Lloyd for the SWWC interconnect and booster station. John is asking for a letter stating that Manville will serve the remaining phases of Eastwood. Karl spoke with John's attorney, Kevin Flahive, and explained that Manville is not able to make a formal commitment for the additional phases until a formal request is submitted, studied and Board approved. Karl composed a letter that was sent to Mr. Lloyd stating the above requirements.

Tony noted that the HBO film crew is still on-site and should be finishing soon.

## 6. Brief Board on Recent Meetings and Committee Report(s)- No action, report only

Tony noted that a zoom meeting was held with Jim Carpenter and his representatives in regard to his proposed development, Emerald Island. Jim stated that the property was recently valued at \$250,000 per acre and he will request that the Board relinquish the Lawrence well, due to the sanitary easement, in exchange he is proposing to provide Manville with surface water from his development as a replacement for the well. Rexanne informed the group that Manville has groundwater sources and surface water would pose a problem due to treatment.

Tony stated that he, Rexanne & Erik discussed the option of additional water with SWWC staff. They would consider the request however improvements will be needed in that area, and they will want to amend the current non take or pay contract.

## 7. Discuss and Take Action

- a. Consider Request to Opt-Out of Manville CCN for Butler Family Partnership and the Manor ISD – Ken Ramirez & Destinee Gesing

Marcus Gary made a motion to Approve the Request to Opt-Out of Manville's CCN for the Butler Family Partnership tract with compensation of \$2000 per acre (88.1 acres) and a 20' easement along the entire property frontage on FM 973, to be determined by Manville, & to release the Manor ISD tract (approx. 40 acres) with no compensation. George Tolleson seconded the motion; motion carried.

- b. Approve Bid and Consider Awarding Contract for Broad Street 8" Water Line replacement of 3" Asbestos Pipe

George Tolleson made a motion to Approve the Bid and Award the Contract for the Broad Street 8" Water Line replacement of 3" Asbestos Pipe to the low bidder, Whitney Underground, for \$268,420. Sam Jones seconded the motion; motion carried.

- c. Consider Approval of Eight Point Ranch, CR 468 - 100 LUE's

Sam Jones made a motion to Approve Eight Point Ranch, CR 468 - 100 LUE's with the provision that service will not be provided until the proposed elevated storage tank at Type & additional can pumps at Structure are completed and in operation. Larry Hodde seconded the motion; motion carried.

1  
2  
3 d. Consider Approval of High Point Village, Phase 1 (Wolf Tract) - 120 LUE's

4 Marcus Gary made a motion to Approve High Point Village, Phase 1 (Wolf Tract) - 120 LUE's with the provision  
5 that service will not be provided until the proposed SWWC interconnect project, Eastwood Booster station and 16"  
6 water line to tank site are completed and in operation. Larry Hodde seconded the motion; motion carried.

7 e. Consider Approval of SH 130/ Howard Lane - 747 LUE's

8 Northwest Tract – Light Industrial (108 LUE's)

9 Northeast Tract – Light Industrial (74 LUE's)

10 Southwest Tract - Multi Family/Mixed use (565 LUE's)

11 Joe Coffey made a motion to Approve SH 130/ Howard Lane -Northwest Tract – Light Industrial (108 LUE's),  
12 Northeast Tract – Light Industrial (74 LUE's), & Southwest Tract - Multi Family/Mixed use (565 LUE's) for a  
13 total of 747 LUE's. Tracy Spellings seconded the motion; motion carried.

14 f. Consider Approval of Enfield, FM 973/Greg Lane – 387 LUE's

15 George Tolleson made a motion to Approve Enfield, FM 973/Greg Lane – 387 LUE's. Larry Hodde seconded the  
16 motion; motion carried.

17 g. Consider Approval of Vault Manor Industrial Park, Old Kimbro Road – 18 LUE's

18 Tabled

19 George Tolleson made a motion to table Vault Manor Industrial Park, Old Kimbro Road – 18 LUE's. Larry  
20 Hodde seconded the motion; motion carried.

21 h. Discuss and Take Action Regarding New Development Requests in Type/Shiloh Pressure Plane  
22 due to Storage Pressure Capacity issues

23 Marcus Gary made a motion that New Development Requests in Type/Shiloh Pressure Plane will be accepted for  
24 considered with the provision that the proposed elevated storage tank at Type & additional can pumps at Structure  
25 are completed and in operation before service will be provided if approved. Sam Jones seconded the motion; motion  
26 carried.

27 i. Financial Report – Rexanne Pilkenton

- 28 • Approve Balance Sheet and Income Statement

- 29 • Discuss LUE and Committed Funds Report

30 Rexanne presented the above noted reports which were distributed to the Board.

31 Larry Hodde made a motion to accept the Financial Reports as presented. Marcus Gary seconded the motion; motion  
32 carried.

33 Jack set a committee that includes himself, George Tolleson, Sam Jones and Marcus Gary to determine Tariff  
34 revisions, that will include a term for LUE fees, to present to the Board for approval.

35 j. Manville W.S.C. – Water Report, Rolling 12 Month Efficiency Report,

36 Meters Set Report and Delinquent Accounts – Rexanne Pilkenton

37 Rexanne presented the above noted reports which were distributed to the Board.

38 8. Engineer's Report – Jerry Fontaine

39 a. Report on Construction Projects

40 Jerry reported that: a) the well drilling contract for the test well in Lee County has been signed and a  
41 pre-construction meeting is scheduled, b) the booster pumps at the Gregg Lane plant & the SE Loop  
42 16" water line project both should be completed in the next 60 days, c) The contractor for Gregg Manor  
43 Phase 1 has started clearing the easement ROW, & d) SWWC interconnect plans are pending  
44 approval by SWWC to open bids and is contingent on the property dedication by John Lloyd.

45  
46 9. Next Board Meeting – Wednesday, November 10, 2021

47 10. Adjourn

48 Larry Hodde made a motion the meeting adjourn. Marcus Gary seconded the motion, meeting adjourned.

**EXHIBIT G**  
**AFFIDAVIT REGARDING NOTICE**

STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

**AFFIDAVIT OF TONY GRAF**

1. My name is Tony Graf. I am the General Manager for Manville Water Supply Corporation ("MWSC") a retail public utility providing utility services in Travis County. I am over the age of 18 years and reside in TRAVIS County, Texas. I am of sound mind and fully competent to make this affidavit. I have personal knowledge of the facts stated herein, and they are true and correct.

2. During a public meeting held on October 14, 2021, the MWSC Board of Directors (Board) considered various matters including the request of the Manor Independent School District (MISD) to transfer 40 acres of land ("Transfer Area") from MWSC's water certificate of convenience and necessity (CCN) No. 11144 to the City of Manor's water CCN No. 10947.

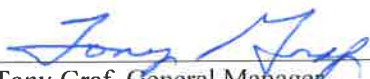
3. Notice of the October 14, 2021, meeting was disseminated by persons in MWSC's employ and under my supervision. I attest that proper notice as required under Texas Open Meetings Act, Government Code Chapter 551 was provided for the October 14, 2021, Board meeting. A copy of the meeting agenda and the minutes of the October 14 meeting are provided under a separate exhibit in this filing packet.

4. MISD owns the 40 acres, a tract of land it acquired from Butler Family Partnership, Ltd. (Butler). As reflected in Item 7.a. of the minutes, the Board considered the MISD request at the same time it heard the request from Butler to transfer its 88.1 acres to Manor CCN No. 10947.

5. The Board approved MISD's request to transfer the 40 acres to Manor CCN No. 10947 for no compensation to be paid to Manville Water Supply Corporation.

**Acknowledgement**

I declare under penalty of perjury that the foregoing is true and correct . Affiant further sayeth not.


  
\_\_\_\_\_  
Tony Graf, General Manager  
Manville Water Supply Corporation

State of Texas  
County of ~~Travis~~ Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Tony Graf, as the General Manager of Manville Water Supply Corporation, known to me to be the person whose name is subscribed on this document and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated and he is authorized to do so.

Given under my hand and seal of office this 26 day of April, 2022.



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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

---

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on the Development Agreement establishing development standards for Monarch Ranch Development.

**BACKGROUND/SUMMARY:**

The developer is requesting that the City enter into a development agreement to address among other things, development standards and concurrent review of plans and plats.

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

- Development Agreement

**STAFF RECOMMENDATION:**

It is city staff's recommendation that the City Council approve the Development Agreement establishing Development Standards for Monarch Ranch Development.

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

---

**DEVELOPMENT AGREEMENT  
ESTABLISHING DEVELOPMENT STANDARDS  
FOR MONARCH RANCH DEVELOPMENT**

This Development Agreement Establishing Development Standards for the Monarch Ranch Development (defined below) (the "Agreement") is made and entered into, effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **City of Manor, Texas**, a Texas home rule municipal corporation (the "City"), **Enfield Partners, LLC**, a Texas limited liability company, as to a 40% undivided ownership interest, **Birdview, LLC**, a Texas limited liability company, as to a 10% undivided ownership interest, **Martin B. Payne**, an individual, as to a 25% undivided ownership interest, and **John Thurman Payne**, an individual, as to a 25% undivided ownership interest (collectively, "Enfield Developer"), and **Monarch Ranch at Manor, LLC**, a Texas limited liability company ( "Monarch Developer"). Enfield Developer and Monarch Developer are sometimes referred to, collectively, herein as the "Developers". The City and the Developers are sometimes referred to herein as the "Parties." The Parties agree as follows:

**Section 1. Purpose; Consideration.**

- (a) The Developers collectively own an approximately 134.529 acre tract of land located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") with Enfield owning 10.978 acres (the "Enfield Property") and Monarch owning 123.551 acres (the "Monarch Property"). The Enfield Property and the Monarch Property are sometimes collectively referred to as the "Property"). Monarch plans to develop the Monarch Property as a single family residential subdivision (the "Residential Development"), and Enfield plans to develop the Enfield Property as a commercial development (the "Commercial Development"), collectively referred to as the "Monarch Ranch Development" or "Development". The Developers and the City want to provide that the City is able to enforce the development standards for the Development as they are described in this Agreement through its building permit, inspection, and certificate of occupancy processes, given that Texas Government Code Section 3000.002 et seq, limits the ability of cities to enforce certain development standards governing building materials by ordinance. In addition, the Developers and the City want to provide for the City to allow for the concurrent review of the plats and plans submitted by Developers for the Development. The City and Monarch Developer also want to provide for the design and construction of regional wastewater services and possible oversizing of those wastewater services for use by the Property and other development actions by both Parties.
- (b) The Developers will benefit from a concurrent review of the plats and plans for the Development; and the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developers after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.

- (c) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

## Section 2. Term; Termination.

- (a) The term of this Agreement commences on the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate for the Residential Development on the later of (i) ten (10) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Residential Development; for the Commercial Development on the later of (i) ten (10) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Commercial Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written until the termination date, provided that the City may terminate this Agreement in accordance with Section 17.

## Section 3. Development Standards.

- (a) **Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the structures located on the Monarch Property, including any amenity building structures:
1. **Front Elevations.** At least thirty percent (30%) of the exterior façade of the front elevations shall be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work as outlined in **Exhibit F**, Section A;
    - i. All street facing, exterior walls of primary buildings / structures shall include at least three (3) variations of architectural accents that break the wall plane, as outlined in **Exhibit F**, Section A. Architectural features may include:
      1. Cantilevered overhangs;
      2. Cedar brackets / details;
      3. Awnings (with option metal roofs);
      4. Shutters;
      5. Gable vents; or
      6. Dormers.
  2. **Collector Road and Corner Lots.** At least thirty percent (30%) of the exterior façade of the side and rear elevations, when adjacent to a collector road or on a corner lot, shall be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows,



balconies, gables, doors, and trim work as outlined in **Exhibit F**, Section B;

- i. All exterior walls of primary buildings / structures that face public R.O.W shall include at least one (1) variation of an architectural accent that breaks the wall plane, as outlined in **Exhibit F**, Section B. Architectural features may include:
    1. Cantilevered overhangs;
    2. Cedar brackets / details;
    3. Awnings (with option metal roofs);
    4. Shutters;
    5. Gable vents; or
    6. Dormers.
  3. **Interior Lots.** At least thirty percent (30%) of the exterior façade of the side and rear elevations, on interior lots, will consist of cementitious fiber siding with at least a 2' masonry return, as outlined in **Exhibit F**, Section C.
  4. **Amenity Building.** Architectural split-faced, integrally colored limestone CMU block shall be an acceptable masonry material for the residential amenity building(s) and picnic pavilion structures.
- (b) **Non-Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the non-residential structures located on the Enfield Property. At least sixty percent (60%) minimum of the exterior façade of the front elevations, and fifty percent (50%) minimum combined on all elevations, of each non-residential structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work.
- (c) **Architectural Requirement.** The architectural standards set forth in the City's Code of Ordinances, Section 14.02.065(b) shall apply to the non-residential structures located on the Enfield Property.
- (d) **Outdoor Lighting Requirement.** The outdoor lighting standards set forth in the City's Code of Ordinances, Article 15.05 shall apply to all non-residential development on the Enfield Property.
- (e) **Building Permits.** The Developers acknowledge and agree that compliance with Sections 3(a) and 3(b) will be a condition of issuance of building permits and certificates of occupancy. Developers further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) and 3(b) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the

Applicable Regulations, as herein defined, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

- (f) **Timing of Platting.** The Developers agree to waive the submission requirements of the City’s ordinances and subdivision regulations, and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Developers and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City’s ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City’s ordinances and subdivision regulations. The parties acknowledge and agree that the Residential Development and Commercial Development will follow separate development timelines and that submittals for each may be made at separate times. Each of the Residential Development and Commercial Development are entitled to the same timing as described above.

**Section 4. Development of the Property.** Except as modified by this Agreement, the Development and the Monarch Property and Enfield Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City’s ordinances and the zoning regulations applicable to the Property on the date of this Agreement, and such amendments to City ordinances and regulations that that may be applied to the Development and the Monarch Property or Enfield Property under Chapter 245, Texas Local Government Code, and good engineering practices (the “Applicable Regulations”). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

**Section 5. Wastewater Service.**

- (a) **Service Connections.** The City will provide wastewater service to lots within the Development, and will approve connections for each residential or commercial unit or structure to the City’s wastewater system upon payment of applicable fees and a Certificate of Occupancy being issued for the unit or structure and provide wastewater service for the residential or commercial unit or structure within the completed subdivisions on the same terms and conditions as provided to all other areas of the City; provided that the Monarch Developer has constructed, completed, and obtained the City’s acceptance of all infrastructure required to serve the Project.
- (b) **Wastewater Service Construction Obligations.** The Monarch Developer is solely responsible for the engineering and construction of all wastewater lines, infrastructure and facilities necessary to serve the Property as more specifically depicted in **Exhibit B** (the “**Wastewater Service**”). Monarch Developer shall submit construction plans for the Wastewater Service to the City for review and approval; and will fund, and pay for the design, construction and installation of the Wastewater Service in accordance with the

approved construction plans, applicable local, state, and federal regulations, and good design and engineering practices. The Wastewater Service may be constructed in one or more phases as mutually agreed upon by the City and Monarch Developer. Monarch Developer will obtain City acceptance of the Wastewater Service in accordance with the procedures and time frames set forth in the City's Subdivision Ordinance for each phase of the Wastewater Service, when completed. The Monarch Developer shall be entitled to the wastewater Impact Fee Rebates (defined herein) as provided in Section 6 and if applicable, the cost for Oversizing as provided in (d) below, subject to the provisions and limitations set forth in this Agreement.

**(c) Use of City Property and Easements.**

1. During the design phase, the City shall identify any Wastewater easements on the Developers' property required to be conveyed to the City so long as the easement locations do not materially affect the Development. The Developers shall convey to the City at no cost to the City the easements reasonably required and to the extent possible, free and clear of all liens and encumbrances, within thirty (30) days of written request by the City, using forms acceptable to the City.
2. Easements associated with the Development are necessary and required by the City for the City to provide wastewater service to the Property and for the Developers to comply with the City regulations and obtain approval for the development of the Property. The City agrees to cooperate, and support the Monarch Developer's acquisition of necessary easements from third parties. The Monarch Developer is responsible for negotiating acquisition of and payment of costs associated with the easement with the appropriate property owner(s). The Developers shall convey to the City at no cost to the City the easements reasonably required for the Project free and clear of all liens and encumbrances. If the Monarch Developer is unable to obtain any necessary easements, Monarch Developer shall notify the City within thirty (30) days that the easement(s) was not obtained and the City will determine whether to use condemnation proceedings to obtain the necessary easements needed. If the City proceeds with condemnation proceedings to obtain the easement(s) needed, Monarch Developer shall be responsible for all costs associated with the easement acquisition.

**(d) Oversizing of Wastewater Service.**

1. City, at its discretion, may require the oversizing of the Wastewater Service, which will include the facility and infrastructure. City must exercise this right during or before plan review. The City may exercise this right before or after the Monarch Developer has submitted design plans for the Wastewater Service, if such request by the City does not materially impact the Monarch Developer's schedule and costs. Monarch Developer will be responsible for the costs associated with providing the appropriately sized Wastewater Service to the Development and City will be responsible for the costs associated with any oversizing required by the City. The City shall reimburse Monarch Developer for the oversizing cost by paying Monarch Developer a lump sum cost within thirty (30) days after the completion and acceptance of the Wastewater Service.

2. If the City requires the Wastewater Service to be oversized, the construction contract for the Wastewater Service will be bid (publicly or privately, as appropriate) with alternate bids being required for Wastewater Service sized to serve the Project as required by the Applicable Regulations (“**Alternate #1**”) and the larger-sized Wastewater Service required by the City (“**Alternate #2**”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Service. Prior to bidding, the Monarch Developer must provide the City Engineer with a copy of the documents soliciting the bids. Within fifteen (15) business days, the City Engineer will review the description of the utility infrastructure for compliance with this Agreement and notify the Monarch Developer’s Engineer of any corrections to be made.
  3. After bids are received, the Monarch Developer’s Engineer will provide the City Engineer and the City’s purchasing agent with copies of the bids. Within ten (10) business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and will notify the Monarch Developer’s Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Monarch Developer’s Engineer will cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (d), or submit the bid to the City Council for approval.
  4. The Oversizing Costs will be the difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2; provided that all such sums and amounts have been paid by Monarch Developer and are reasonable, necessary and documented to and approved by the City Engineer.
- (e) **Dedication and Acceptance.** Dedication and acceptance of the Wastewater Services is governed by the Applicable Regulations. The City agrees that it will not unreasonably deny, delay, or condition its acceptance of the Wastewater Service. From and after the City’s final acceptance of the Wastewater Service, the City will own, operate and maintain the Wastewater Services and will be responsible for all costs associated with it, except as otherwise provided by the Applicable Regulations or this Agreement.

## **Section 6. Impact Fee Rebates.**

- (a) Subject to Section 5(b), the City’s Capital Improvement Plan (CIP) update and the terms and provisions of this Agreement, the Monarch Developer will be paid a rebate of that portion of each Impact Fee received by City for the provision of wastewater service to each lot or building site served by the Wastewater Service equal to fifty percent (50%) of each Impact Fee (the “Reimbursement Amount”), until the earlier to occur of (1) the Monarch Developer receiving rebates of Impact Fees equal to the Reimbursement Amount; or (2) termination of this Agreement (each being an “Impact Fee Rebate” and collectively the “Impact Fee Rebates”). The payments will be made on or before the 15th day of each April, July, October and January following the date the City receives Impact Fees for connections

served by the line. The payments will be in an amount equal to fifty percent (50%) of each Impact Fee collected by the City for a lot or building site served by the Wastewater Service, whichever is greater, during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Wastewater Impact Fees of \$4,470.00 for the connection of each of 10 LUEs to the Wastewater Service in the months of January, February and March, then, in that event, on or before the 15th day of April, the City will rebate to the Monarch Developer (or its assignee) an amount equal to fifty percent (50%) of those collected Impact Fees.

- (b) If, for any reason, the City fails to or is prevented from collecting Impact Fees for each lot or building site served by the wastewater line of at least \$4,470.00, then the City will take all reasonable steps to collect a fee equal to the difference between \$4,470.00 and the amount of the Impact Fees actually collected for each lot or building site served by the Wastewater Service on the earlier of the application for a building permit or a request for wastewater service for the lot or site as a contribution to the costs of the extension of City wastewater service to the property served by the Wastewater Service (the “Service Fee”); provided that doing so is legally authorized. The Monarch Developer is entitled to a rebate of the Service Fee on the same terms and conditions that it would have otherwise been entitled to a rebate of the Impact Fee under Section 6. (a) and (b) hereof.
- (c) Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating any portion of the Impact Fees collected for lots or building sites served by the Wastewater Service on the earlier of: (i) the date that the Monarch Developer, its grantees, successors and assigns, has been paid Impact Fees in an amount equal to the Reimbursement Amount; or (ii) termination of this Agreement. The City at any time at its sole discretion may pay the Monarch Developer the balance of the Reimbursement Amount from other funds available to the City. The Monarch Developer will not receive any Impact Fee Rebates until the Wastewater Service is completed and accepted by the City.

**Section 7. Escrow Account.** Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Impact Fees (the “Impact Fee Escrow Account”). The City will deposit into the Impact Fee Escrow Account fifty percent (50%) of the Impact Fees paid to and received by the City for connections listed in Section 6. The Impact Fee Escrow Account will be held by the City and the Impact Fee Rebates will be disbursed to Monarch Developer from the Impact Fee Escrow Account as provided in this Agreement. Payments of Impact Fee Rebates to Monarch Developer shall begin after Monarch Developer completes and obtains City acceptance of the Wastewater Service.

**Section 8. Payment of Rebates.** Impact Fee Rebates will be paid by the City to Monarch Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Impact Fees. The payments will be in an amount equal to fifty percent (50%) of the Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Impact Fees at such time, if any, as Monarch Developer, its grantees, successors and assigns, have been paid Impact Fees, or a combination of Impact Fee Rebates and one or more

payments from the City, in an amount equal to the Reimbursable Costs of the Wastewater Service.

**Section 9. Timeline of Events.** The design and construction of the Wastewater Service will generally proceed according to the schedule set out in **Exhibit C** attached.

**Section 10. Water Service.** The Parties acknowledge that the Property is currently located within Manville's water CCN. The Monarch Developer shall be responsible for preparing and processing a petition for release of the Property from Manville's CCN.

- (a) Developer Decertification of Property. The Monarch Developer will submit to the Public Utility Commission of Texas ("PUC") a Water Service Area Transfer Agreement pursuant to Texas Water Code Section 13.248 to transfer the Property more particularly described on **Exhibit A** from Manville Water Supply Corporations' ("Manville") CCN to the City's CCN on or before the City's approval of the final plat for the initial phase of the Monarch Development and shall thereafter diligently pursue the service area transfer from Manville's to the City's CCN. The Monarch Developer shall be responsible for any and all costs of this service area transfer and shall enter into a deposit agreement between the City and the Monarch Developer.
- (b) City Service. Upon transfer of the Property described on **Exhibit A** to the City's CCN, the City hereby agrees to provide continuous and adequate water service to the Property as is required of all CCN holders pursuant to Texas Water Code Section 13.250 (a).

**Section 11. Signage.** Developers and City agree to the following signage for the Development:

- (a) The City will allow the sign, associated landscaping and irrigation within the median and public right of way via a license agreement; and
- (b) The Monarch Developer will comply with the signage standards set forth for residential districts in the City's Code of Ordinances, Section 15.04.018(13).
- (c) The Enfield Developer will comply with the signage standards set for commercial districts in the City's Code of Ordinances, Section 15.04.018.

**Section 12. Establishment of Homeowners Association.** Monarch Developer agrees to cause to be created a mandatory dues paying Home Owners Association (HOA) that will be conveyed title to and become the owner of those portions of the Residential Development that are designated on the approved plat of the Monarch Property as green space, trails, or amenities open to the use of the property owners and will be responsible for the maintenance and upkeep of all of the property conveyed to it. No portion of the Enfield Property will be included in or subject to the HOA.

**Section 13. Parkland.** The Parties agree to the following Parkland for the Residential Development:

- (a) The approximately 20 acres that will be dedicated as parkland and open space as more particularly depicted in **Exhibit D** ("Parkland and Open Space") will satisfy all of Monarch Developer's obligations with respect to the City's park requirements for the Residential Development.

- (b) Monarch Developer shall convey the approximately 20 acres by deed to the City upon City's approval of the final plat for the portion of the Monarch Property in which the applicable Parkland and Open Space is contained. Parkland and Open Space shall be dedicated at the time of final plat approval for the portion of the Monarch Property in which the Parkland and Open Space is contained.
- (c) All Parkland and Open Space conveyed to the City and all trails, landscaping and public amenities described in **Exhibit D** will be maintained and operated by the HOA, as the term is defined in Section 11, commencing upon the conveyance of the applicable Parkland and Open Space by separate instrument and continuing for as long as the Parkland and Open Space is used as parkland. All Parkland and Open Space conveyed to the City will be maintained and operated by the HOA, and the Monarch Developer and/or the HOA and the City will enter into a maintenance and operation agreement substantially in the form attached hereto as **Exhibit E** concurrently with the conveyance of the Parkland and Open Space or Public Amenities, as applicable.
- (d) An eight-foot (8') concrete trail shall provide pedestrian/bike access along the parkland corridor connecting from the north Property boundary to the south Property boundary, as depicted in Exhibit D.
- (e) Trees shall be planted parallel to the concrete trail at a spacing of one (1) for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from Type A/B tree list of the City of Manor Code of Ordinances.
- (f) Parkland amenities located within the Residential Development shall include a minimum of the following recreational elements:
- i. age 5-12 playground,
  - ii. age 2-5 playground,
  - iii. parking area with a minimum of 20 parking space,
  - iv. dog park with a minimum area of 10,000 square feet,
  - v. picnic areas with a minimum of 4 picnic tables,
  - vi. picnic pavilion with a minimum size of 20' x 30', and
  - vii. open lawn/gaming area.

The Monarch Developer may utilize up to 2 acres, outside of the 20 acres for Parkland and Open Space, for a private amenity pool and restroom facility ("Private Park"). The Private Park will not be dedicated to the City, and the final boundary will be determined at the platting stage of the Residential Development.

**Section 14. Traffic Impact Analysis (TIA) and Transportation Mitigation.** The City has approved the scope of the Traffic Impact Analysis, and any transportation improvements that the Developers will need to construct, fund, convey, or dedicate (collectively, "Transportation Mitigation") as identified in the TIA will be at no cost to the City or another agency for this Development. The TIA shall be reviewed concurrently with all other submittals and shall be approved prior to the approval of the subdivision construction plans.

**Section 15. Development Approvals.**

- (a) In addition to any other remedies set forth herein, if the Developers fail to make any payments to the City required in this Agreement, the City may withhold development approvals for the Project until such payment has been made, but only for the Project related to the Developer that failed to make such payment.
- (b) To support the overall schedule for the Wastewater Service, it will be considered a public/private joint project and not as offsite improvements constructed by the Monarch Developer for the purposes of city code platting and permitting definition.

**Section 16. Assignment of Commitments and Obligations; Covenant Running with the Land.**

- (a) The Monarch Developer may assign all of its rights and obligations in and to this Agreement to any affiliate or related entity of Blackburn Homes, LLC without the prior consent or approval of the City Council. Enfield Developer may assign all of its rights and obligations in and to this Agreement to any affiliate or related entity without the prior consent or approval of the City Council. If either Developer assigns this Agreement and its obligations and rights under this Agreement to an affiliate or related entity, the applicable Developer will be released on the date of the assignment from any further obligations under this Agreement provided the City is given notice of the assignment within thirty (30) days after the assignment is made by either Developer. The assignment of this Agreement or of either Developers' interests, rights or duties in this Agreement to any one (1) or more purchasers of all or part of the Property that is not one of the Developers or an affiliate or related entity of one of the of Developers must first be approved and consented to by the City Council of the City, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement constitutes a covenant that runs with the Property and is binding on future owners of the Property. The Developers and the City acknowledge and agree that this Agreement is binding upon and inure to the benefit of the parties, their successors, and assigns the City and the Developers and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.
- (c) In addition to Section 16(a), the City agrees that a sale, transfer or conveyance of the Monarch Property or the Enfield Property to a third party that is financially capable of carrying out the terms of this Development Agreement is a reasonable transfer or assignment and will be approved by the City Council.

**Section 17. Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60)



days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards. The City may terminate this Agreement if the Developer fails to cure a default within the period required by this Section. A default by either the Monarch Developer or Enfield Developer is not a default by the other Developer and the non-defaulting Developer may not be held liable too the City to cure the default of the defaulting Developer nor may the City exercise any remedy granted to it in this Section 17 against a non-defaulting Developer.

**Section 18. Reservation of Rights.** To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

**Section 19. Attorneys Fees.** A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

**Section 20. Waiver.** Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

**Section 21. Force Majeure.**

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

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

**Section 22. Notices.** Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed or by email with confirmed receipt.

Any notice mailed to the City shall be addressed:

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

with copy to:

The Knight Law Firm, LLP  
Attn: Paige H. Saenz  
223 West Anderson Lane, Suite A105  
Austin, Texas 78752  
paige@cityattorneytexas.com

Any notice mailed to the Monarch Developer shall be addressed:

Monarch Ranch at Manor, LLC  
Attn: David B. Blackburn  
310 Enterprise Drive  
Oxford, MS 38655  
dblackburn@blackburngroup.net

Any notice mailed to the Enfield Developer shall be addressed:

Enfield Partners, LLC  
Attn: Russell Thurman  
2303 Camino Alto Rd.  
Austin, TX 78746  
thurmanrussell@gmail.com

With copy to:

Monarch Ranch at Manor, LLC  
 Attn: Jake Muse  
 310 Enterprise Drive  
 Oxford, MS 38655  
 jmuse@blackburngroup.net

Martin B. Payne  
 PO Box 279  
 Fayetteville, TX 78940  
 mpayne@anvilenergyllc.com

Birdview, LLC  
 Attn: Brian White  
 2909 Edgewater Dr.  
 Austin, TX 78733  
 brian@txsilc.org

John Thurman Payne, Sr.  
 PO Box 1279  
 Kingsland, TX 78639  
 thurman@paynefamily.com

Joseph A. McDermott, III  
 Attorney at Law  
 3828 Westheimer Rd, PMB 728  
 Houston, TX 77098  
 bdamages@gmail.com

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

**Section 23. Waiver of Alternative Benefits.** The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developers hereby waive any and all claims or causes of action against the City Developers may have for or with respect to any duty or obligation undertaken by Developers pursuant to this Agreement, including any benefits that may have been otherwise available to Developers but for this Agreement.

**Section 24. Severability.** Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore,

in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

**Section 25. Agreement and Amendment.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

**Section 26. No Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

**Section 27. No Third Party Beneficiaries.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developers.

**Section 28. Effective Date.** The Effective Date of this Agreement is the defined date set forth in the first paragraph.

**Section 29. Texas Law Governs.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

**Section 30. Interpretation; Terms and Dates.** References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

**Section 31. Signatory Warranty.** The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

**Section 32. Counterparts.** This Agreement may be executed in multiple counterparts, including by facsimile and electronic mail, and each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same instrument.

**Section 33. Anti-Boycott Verification.** To the extent this Agreement constitutes a contract for

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

**Section 34. Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developers represent that Developers nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**Section 35. Anti-Boycott Verification – Energy Companies.** The Developers hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

**Section 36. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations.** The Developers hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or

decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

**Section 37. Time is of the Essence.** It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**Section 38. Several Liability.** The undertakings of the various parties comprising the Enfield Developer are several, not joint. No such party shall be liable for the acts or omissions of the other constituent parties, nor shall the Enfield Developer or any of its constituents be liable for the acts or omissions of the Monarch Developer.

**Section 39. Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

**Exhibit A** – Property Description

**Exhibit B** – Wastewater Service

**Exhibit C** – Timeline

**Exhibit D** – Parkland and Open Space

**Exhibit E** – License Agreement Form

**Exhibit F** – Residential Exterior Elevation Standards

*[signature pages follow]*

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY:**  
**City of Manor, Texas**  
a Texas home-rule municipal corporation

Attest:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Veronica Rivera, Assistant City Attorney

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

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

**MONARCH DEVELOPER:**

MONARCH RANCH AT MANOR LLC

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

Name:

Title:

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Monarch Ranch at Manor LLC, a limited liability company, on behalf of said company.

(SEAL)

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



**ENFIELD DEVELOPER:**

ENFIELD PARTNERS LLC

By: \_\_\_\_\_  
Name:  
Title:

**THE STATE OF TEXAS**           §  
**COUNTY OF \_\_\_\_\_**       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Enfield Partners LLC, a limited liability company, on behalf of said company.

(SEAL)

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

BIRDVIEW, LLC

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

Name:

Title:

**THE STATE OF TEXAS**           §  
**COUNTY OF \_\_\_\_\_**       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Birdview LLC, a limited liability company, on behalf of said company.

(SEAL)

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

MARTIN B. PAYNE

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

Name:

**THE STATE OF TEXAS** §  
**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Martin B. Payne.

(SEAL)

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

JOHN THURMAN PAYNE

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

Name:

**THE STATE OF TEXAS**           §  
**COUNTY OF \_\_\_\_\_**       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
John Thurman Payne.

(SEAL)

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

**EXHIBIT A  
PROPERTY DESCRIPTION**

Metes and Bounds:

Being all that certain tract or parcel of land situated in the S. Bacon Survey, Abstract No. 63, Travis County, Texas, being all of that certain called 146 3/4 acre tract of land described in the deed to Janice Thurman White Trust, Martin Payne, John Thurman Payne add Enfield Partners, LLC, recorded in Document No. 2019013312, Official Public Records, Travis County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the South corner of the tract being described herein at a 1/2-inch iron rod found in the Northwesterly right-of-way line of F.M. 973 for the East corner of that certain called 136.342 acre tract of land described in the deed to H. Dalton Wallace, recorded in Document No. 2013210018, Official Public Records, Travis County, Texas and the South corner of said 146 3/4 acre tract of land, from which a 1/2-inch iron rod found on the Northwesterly right-of-way line of said F.M. 973 and the Southeasterly line of said 136.342 acre tract of land bears S13°18'28"W, a distance of 389.02 feet; THENCE with the common line of said 136.342 acre tract of land said 146 3/4 acre tract of land, the following courses and distances:

N62°14'30"W, a distance of 3199.28 feet to a capped iron rod stamped "Chapparal" found for corner;

N88°59'54"W, a distance of 788.38 feet to a 1/2-inch iron rod found for the South corner of that certain called 59.072 acre tract of land described in the deed to Danny K. Fuchs and Diane F. Swanson, recorded in Document No. 2020081497, Official Public Records, Travis County, Texas and the West corner of said tract herein described; THENCE with the East line of said 59.072 acre tract of land, the following courses and distances:

N12°37'38"E, a distance of 546.74 feet to a 4-inch wood fence corner post found for corner;

N71°31'15"E, a distance of 218.24 feet to a 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) for corner;

N53°03'35"E, a distance of 273.85 feet to a capped iron rod set for corner;

N26°39'39"E, a distance of 230.33 feet to a 1/2-inch iron rod found for corner;

N79°38'13"W, a distance of 59.13 feet to a 1/2-inch iron rod found for corner;

N06°31'39"E, passing at a distance of 649.99 feet a capped iron rod stamped "McGray" found for corner and continuing on said course for a total distance of 724.90 feet to a 1/2-inch iron rod found in the Southwesterly line of Gregg Lane for the East corner of said 59.072 acre tract of land and the North corner of said tract herein described;

THENCE S62°19'23"E, with the Southwesterly line of said Gregg Lane, a distance of 4059.00 feet to a capped iron rod set in the Northwesterly right-of-way line of said F.M. 973 for the East corner of said tract herein described, from which a concrete monument found on the Northeasterly line of said Gregg Lane for the South corner of that certain

called 36.14 acre tract of land described in the deed to the United States of America, recorded in Document No. 2014113251, Official Public Records, Travis County, Texas bears N27°21'28"E, a distance of 32.41 feet;

THENCE with the Northwesterly right-of-way line of said F.M. 973, the following courses and distances:

S27°21'28" W for a distance of 1082.34 feet to a 1/2-inch iron rod found for the beginning of a curve to the left;

With said curve to the left, an arc length of 391.80 feet, a central angle of 09° 23'08", a radius of 2391.83 feet and a chord that bears S22°39'54"W, a distance of 391.36 feet to the POINT OF BEGINNING and containing 134.529 acres of land.

The herein referenced tract is referenced to State Plane Coordinates, Texas Central Zone, 4203.



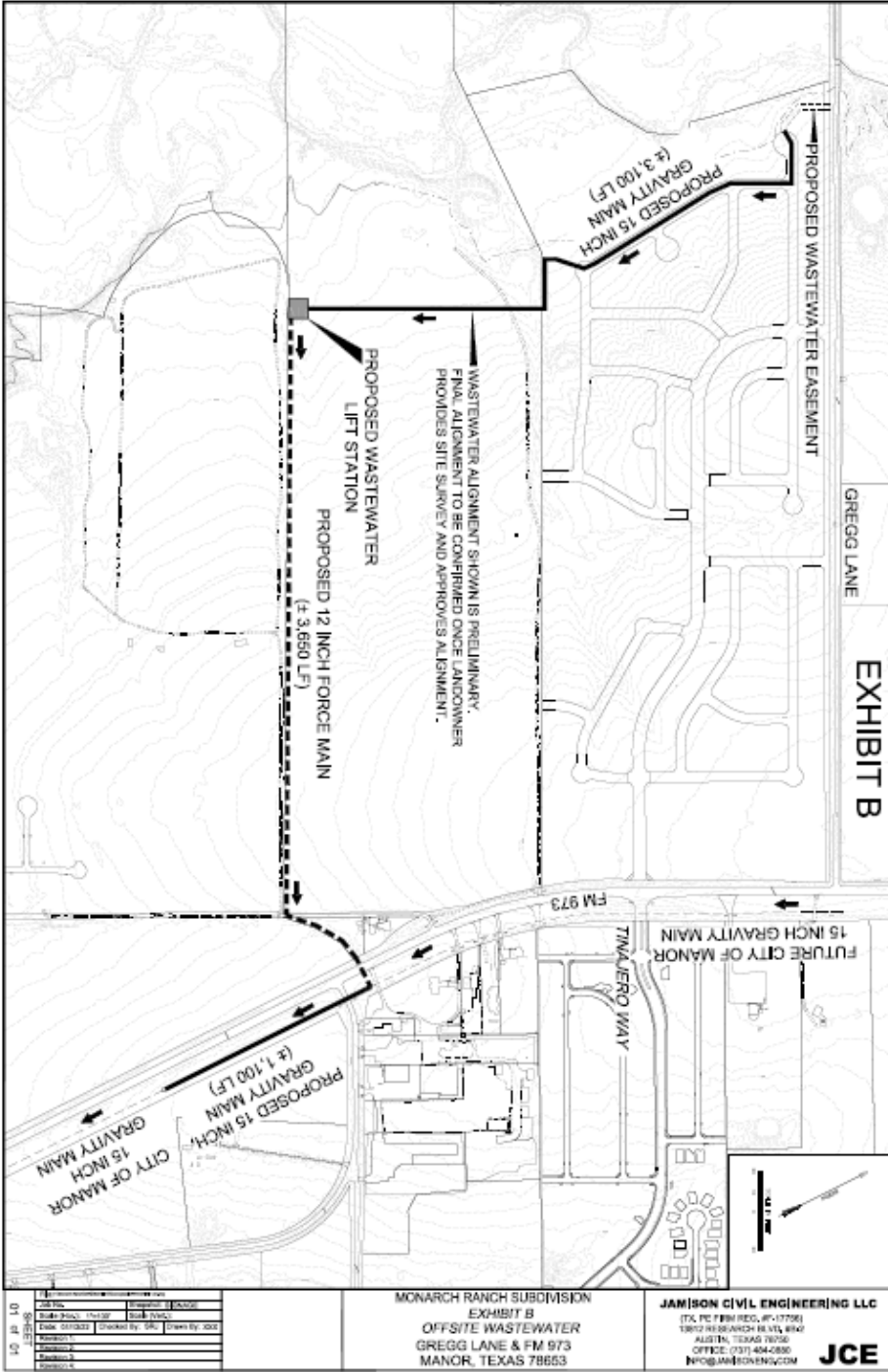
A handwritten signature in black ink that reads "Robert Glen Maloy".

\_\_\_\_\_03/25/2022\_\_\_\_\_

Robert Glen Maloy  
Registered Professional Land  
Surveyor Texas Registration No.  
6028



### EXHIBIT B WASTEWATER SERVICE



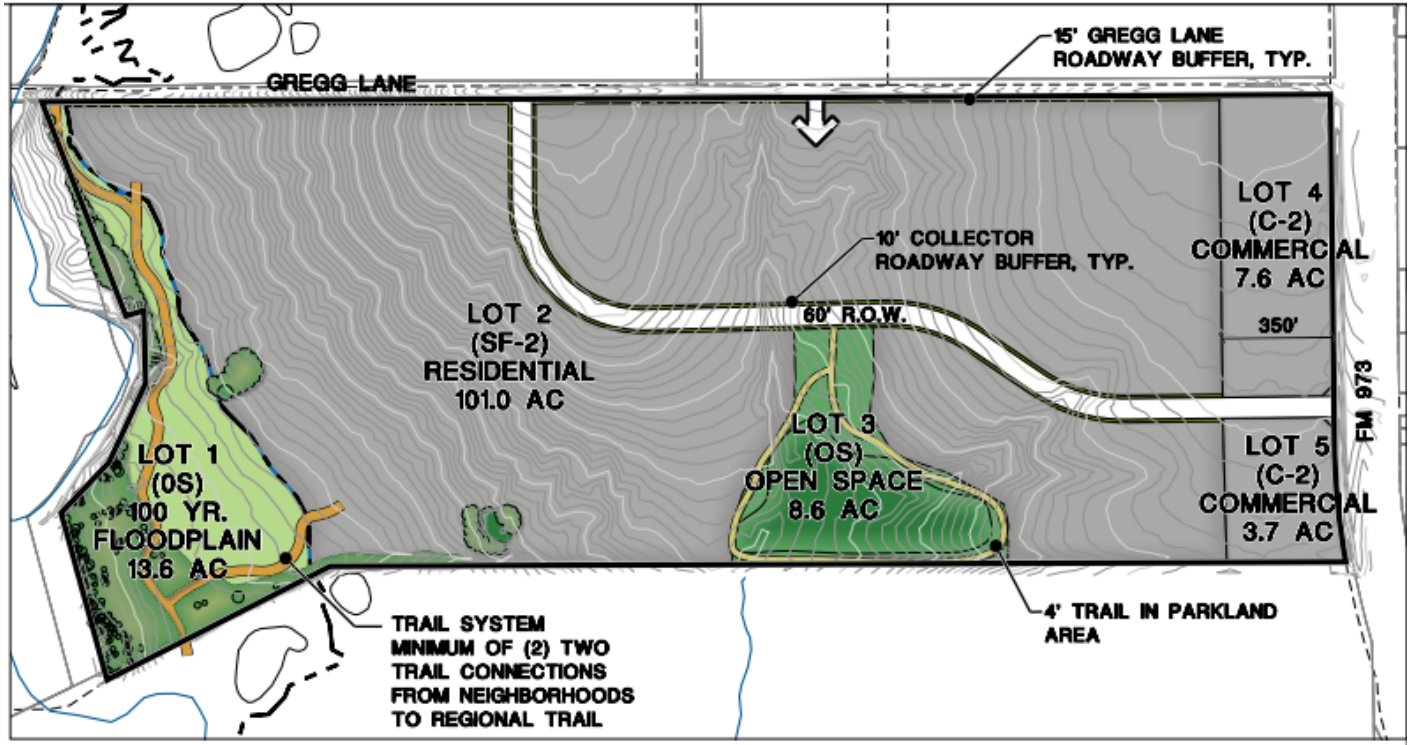
\* Design is preliminary and based on the current design as shown on the City’s CIP Plan. The final design and alignment is subject to the City’s review and acquisition of necessary easements.



**EXHIBIT C  
TIMELINE**

Project	Category	Assigned To	Est. Start	Est. Finish
<b>OFFSITE WASTEWATER</b>	Preparation	JCE	4/1/2022	5/10/2022
<b>IMPROVEMENTS</b>	Completeness Check	JCE	5/10/2022	5/25/2022
	Formal Submittal	JCE	5/25/2022	5/25/2022
	City Comments #1	JCE	5/25/2022	6/24/2022
	Update #1 Submittal	JCE	6/24/2022	7/6/2022
	City Comments #2	JCE	7/6/2022	8/5/2022
	Update #2 Submittal	JCE	8/5/2022	8/21/2022
	City Comments #3	JCE	8/21/2022	9/2/2022
	Update #3 Submittal	JCE	9/2/2022	9/7/2022
	City Council	JCE	9/7/2022	<b>9/7/2022</b>

## EXHIBIT D PARKLAND AND OPEN SPACE



### H. Parkland and Open Space

1. This Final PUD Site Plan provides approximately 22.2 acres of park and open space with the dedication of two (2) tracts of land as illustrated on the Parks Plan on this sheet. The parks and open space will include detention facilities for the project, tree preservation areas, 100 year floodplain, trail corridor and active programmed parkland.
2. An eight-foot (8') concrete trail shall provide pedestrian/bike access along the parkland corridor connecting from the north property boundary to the south property boundary, as depicted on Park Plan. Trees shall be planted parallel to the concrete trail at a spacing of one (1) tree for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from the Type A/B tree list of the City of Manor Code of Ordinances.
3. Parkland amenities located within the Enfield PUD shall include a minimum of the following recreational elements: playground, parking area, dog park, picnic areas, picnic pavilion and open lawn/gaming area.
  - a. Age 5-12 playground
  - b. Age 2-5 playground
  - c. Parking area with a minimum of 20 parking spaces
  - d. Minimum 10,000 square foot dog park (may be allowed within detention area)
  - e. Minimum 20 foot by 30 foot picnic pavilion
4. A portion of the parkland may be utilized for a private amenity pool and associated restroom facility. This lot defined for the private amenity will not be dedicated to the City and final boundary will be determined at the platting stage of development. The private amenity portion of the overall parkland will be a maximum of 2 acres.
5. A minimum 4 foot wide, concrete sidewalk shall be provided parallel to the Gregg Lane Landscape Buffer.
6. The proposed parkland shall be dedicated to the City of Manor and privately maintained by the Monarch Ranch Homeowner's Association.

## EXHIBIT E

**LICENSE AGREEMENT FORM**

**CITY OF MANOR  
LICENSE AGREEMENT**

This License Agreement (the “Agreement”) is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the “Effective Date”)by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the “City” or “Licensor”), and the \_\_\_\_\_, a Texas \_\_\_\_\_ (the “Licensee”). The City and the Licensee are referred to together as the “Parties”.

**RECITALS:**

**WHEREAS**, The \_\_\_\_\_ Subdivision contains publicly-owned land; and

**WHEREAS**, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the \_\_\_\_\_ Subdivision to construct, improve, install, and maintain improvements under the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

**I. RECITALS**

1.01. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

**II. PURPOSE OF LICENSE AGREEMENT**

2.01. The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, improvement, installation and maintenance of \_\_\_\_\_ located at the \_\_\_\_\_ Subdivision, as more particularly shown and described in Exhibit “A” attached hereto (the “Improvements”).

The above-described property, hereinafter referred to as the “Licensed Property”, is further shown in Exhibit “A” attached to this Agreement and incorporated by reference for all purposes.

2.02. The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

2.03. Licensee agrees that: (a) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) that all construction and

installation of the Improvements will be completed in a timely manner without delay; (c) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

### **III. FEE**

3.01. No annual fee shall be due in connection with this Agreement.

### **IV. CITY'S RIGHTS TO LICENSED PROPERTY**

4.01. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

4.02. Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety with respect to the Licensed Property.

### **V. INSURANCE**

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the Effective Date of this Agreement.

5.02. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled,

reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

## VI. INDEMNIFICATION

6.01. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

## VII. CONDITIONS

7.01. Licensee's Responsibilities. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

7.02. Maintenance. Licensee shall maintain the licensed property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

7.03. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements. Modification or removal shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

7.04. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this license.

City:

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

with a copy to:  
The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.05. Remedies. The Licensee agrees that in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee’s obligations under this Agreement.

7.06. Compliance. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to the Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement or otherwise fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

**VIII. COMMENCEMENT AND TERMINATION**

8.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise terminated. If Licensee abandons construction or maintenance of all or any part of the Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall

expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

## XI. TERMINATION

9.01. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

9.02. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

- (a) The licensed Improvements, or a portion of them, interfere with the City's right-of-way;
- (b) Use of the right-of-way area becomes necessary for a public purpose;
- (c) The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;
- (d) Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- (e) Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

## X. EMINENT DOMAIN

10.01. If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

## XI. INTERPRETATION

11.01. Although drawn by the City, this Agreement shall, in the event of any dispute over its intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

## XII. APPLICATION OF LAW



12.01. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

**XIII. VENUE**

13.01. Venue for all lawsuits concerning this Agreement will be in Travis County, Texas.

**XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT**

14.01. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party’s successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

**XV. ASSIGNMENT**

15.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

**XVI. POWER AND AUTHORITY**

16.01. The City hereby represents and warrants to Licensee that the City has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

16.02. Licensee hereby represents and warrants to the City that Licensee has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Licensee. Concurrently with Licensee's execution of this Agreement, Licensee has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Licensee to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Licensee, and is enforceable in accordance with its terms and provisions.

*[signature pages follow]*

ACCEPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY:  
CITY OF MANOR

\_\_\_\_\_  
\_\_\_\_\_, City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

STATE OF TEXAS                    §  
  §  
COUNTY OF TRAVIS               §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

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

LICENSEE:

\_\_\_\_\_

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

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

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

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

AFTER RECORDING, PLEASE RETURN TO:

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

**Exhibit "A"**  
**[attachment follows this page]**

**EXHIBIT F  
RESIDENTIAL EXTERIOR STANDARDS**

- A. All **Front elevations shall** consist of:
  - a. A minimum of 30% masonry (cement stucco, stone, or brick)
  - b. A variation of architectural accents.
    - 1. Cantilevered Overhangs
    - 2. Cedar Brackets / Details
    - 3. Awnings (with optional metal roofs)
    - 4. Shutters
    - 5. Gable Vents
    - 6. Dormers





DECORATIVE CEDAR TRUSS

CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY

DORMER



CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY WAINSCOT

WRAPPED POST

POP-UP DORMER



DECORATIVE CEDAR TRUSS

PAINTED STUCCO

MASONRY

CANTILVERED OVERHANG



PAINTED STUCCO

MASONRY WAINSCOT

ANGLED COLUMN

POP-UP DORMER





DECORATIVE CEDAR TRUSS

PAINTED STUCCO

MASONRY

SHUTTERS



DECORATIVE CEDAR TRUSS

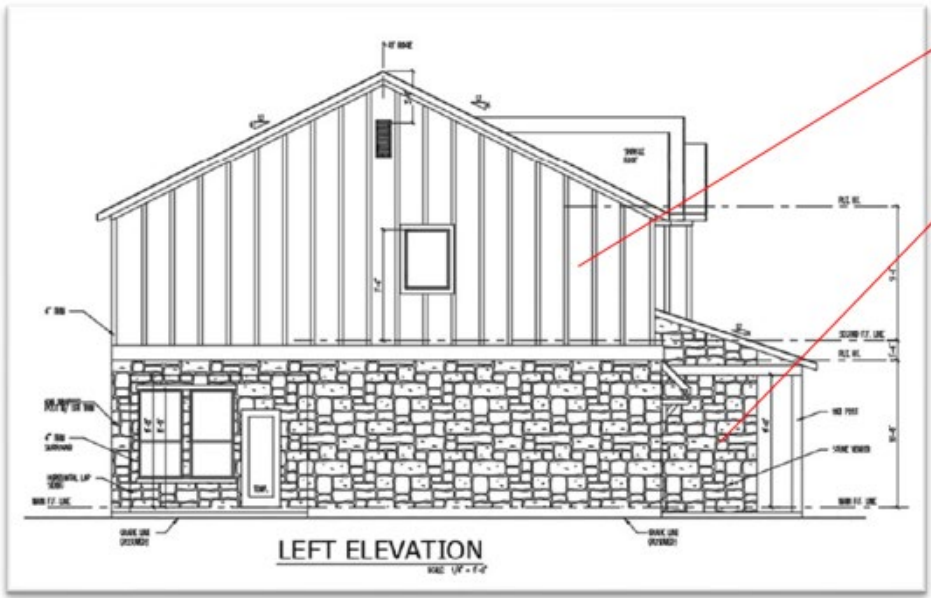
CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY

METAL ACCENT ROOF

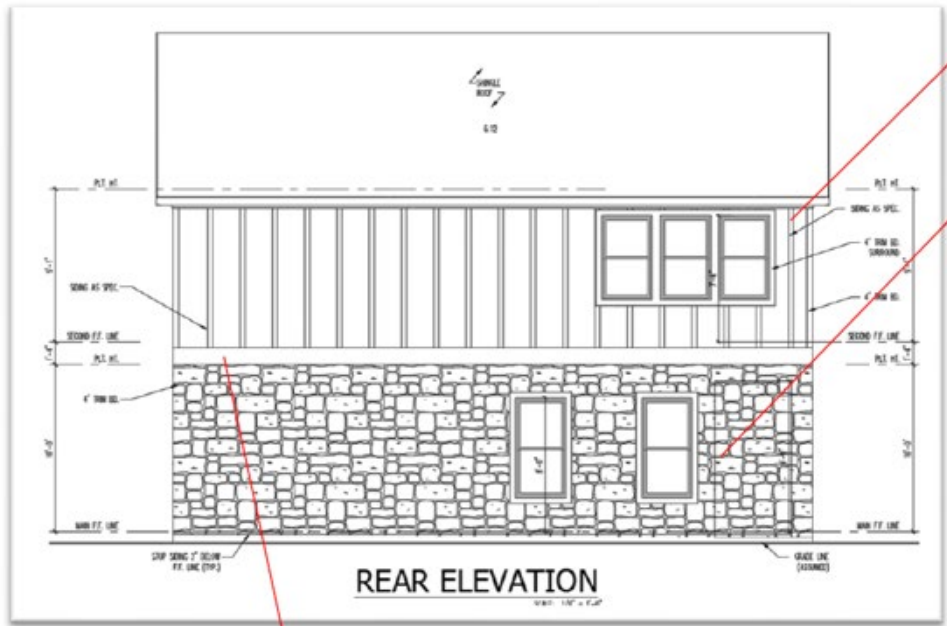
B. **Collector Road & Corner Lots shall** have masonry on the side and rear elevations, similar to the front elevation.

- a. These will be labeled as “Premium” elevations.
- b. Masonry (stone/cement stucco/brick) along sides and rear (per front elevation finish).



CEMENTITIOUS,  
PAINT GRADE,  
BOARD & BATTEN

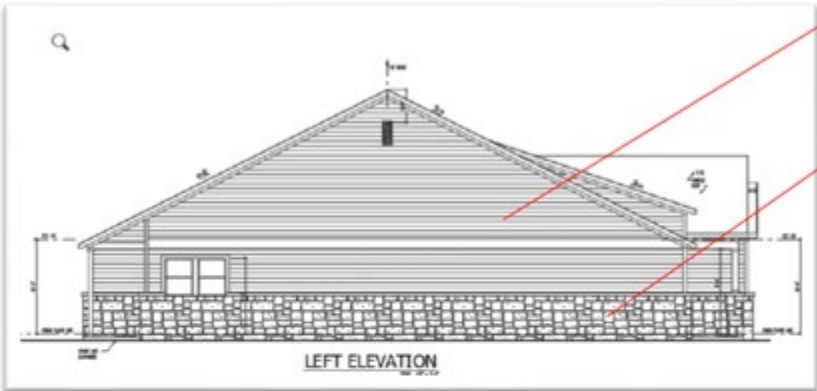
MASONRY



CEMENTITIOUS,  
PAINT GRADE,  
BOARD & BATTEN

MASONRY

12" CEMENTIOUS,  
PAINT GRADE BAND



CEMENTITIOUS,  
PAINT GRADE,  
SIDING MATERIAL

MASONRY

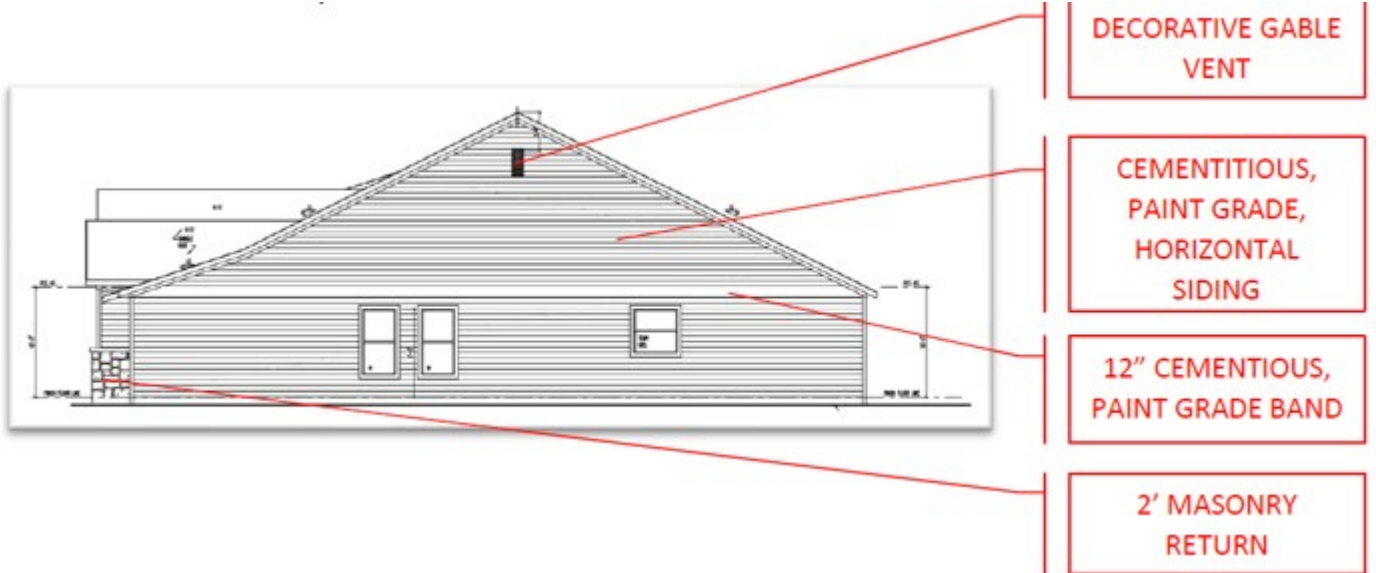


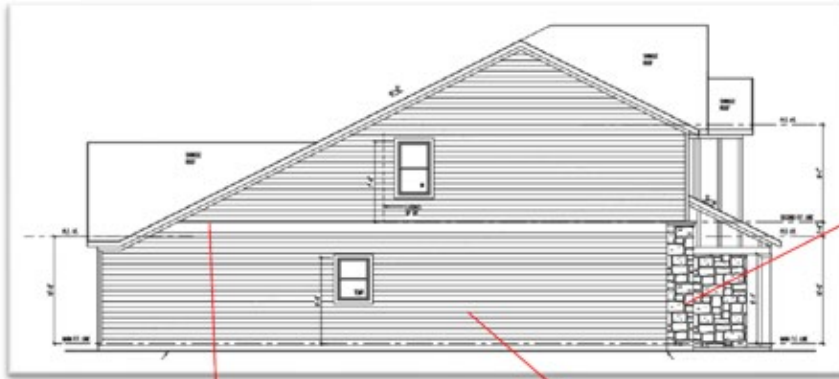
CEMENTITIOUS,  
PAINT GRADE,  
SIDING MATERIAL

MASONRY

C. **Interior Lots shall** consist of cementitious fiber siding at the sides and rear elevations.

- a. Horizontal or Board & Batten, cementitious fiber siding
  - i. Side elevations that consist of a gable, or that are 2-story will include a 10-12" band to break-up the siding material and add character.
- b. 2' Masonry Return





12" CEMENTIOUS,  
PAINT GRADE BAND

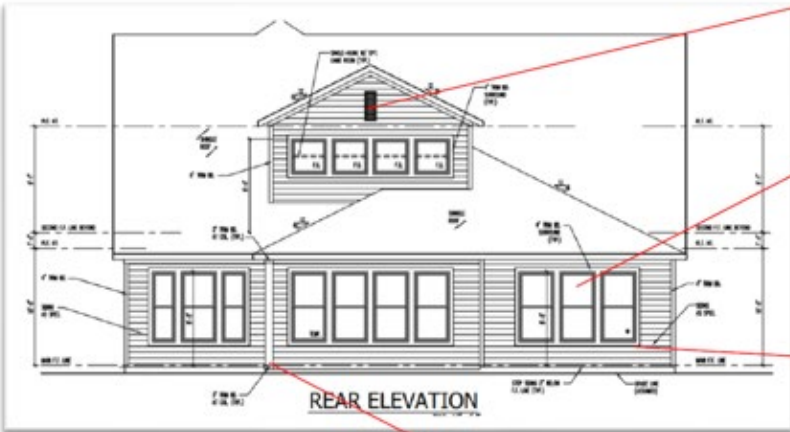
CEMENTITIOUS,  
PAINT GRADE,  
HORIZONTAL  
SIDING

2' MASONRY  
RETURN



CEMENTITIOUS,  
PAINT GRADE,  
HORIZONTAL  
SIDING

WRAPPED POST



DECORATIVE GABLE  
VENT

REAR ELEVATIONS  
WITH PLENTY OF  
WINDOWS

CEMENTITIOUS,  
PAINT GRADE,  
HORIZONTAL  
SIDING

WRAPPED POST



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on an amendment to the City of Manor, Texas Public Improvement District (PID) Policy.

**BACKGROUND/SUMMARY:**

The City Council PID Committee met and directed City staff to draft an amendment to provide for a community benefit fee. The attached amended PID policy provides the requested language for City Council’s consideration.

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

- PID Policy

**STAFF RECOMMENDATION:**

It is city staff’s recommendation that the City Council approve the amendment to the City of Manor, Texas Public Improvement District (PID) Policy.

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



## Public Improvement District (PID) Policy

A Public Improvement District (“PID”) in accordance with Texas Local Government Code Chapter 372, provides the City of Manor (“the City”) an economic development tool that finances the costs of public improvements that benefit a definable part of the City or its ETJ. A PID may be located either within the City’s corporate limits or within its extra-territorial jurisdiction. PIDs allow the costs of public improvements to be borne by those who receive special benefits from the improvements.

The purpose of this PID policy is to outline the policies and procedures the City will use to consider whether creation of a PID, the levy of PID assessments, and issuance of PID bonds is in the best interest of the City. Any aspect not specifically addressed by this policy will be considered on an individual project basis.

The City may, on a case-by-case project basis, waive a requirement of this policy if it does not conflict with state or federal law. Any requirements waived shall be noted in the resolution approving the PID petition, or other relevant document, and must include a finding that the waiver is in the best interest of the City.

### Location

The City will consider a petition for formation of a PID within the City’s corporate limits and within its extra-territorial jurisdiction (“the ETJ”). For projects within the ETJ:

1. a development agreement must be entered into prior to the levy of assessments requiring (i) compliance with the City’s development standards, (ii) City building permits, and (iii) easements over City streets to enable the City to collect franchise fees;
2. a maintenance assessment will be required to maintain roads funded by the PID at the City’s standards only if such roads are not maintained to City standards by another public jurisdiction; and
3. a separate services assessment for police and/or fire services may be required if the City determines it is in its best interest unless such services are being provided by another public jurisdiction.

### **Application Fee and Professional Services Reimbursement Agreement**

A non-refundable application fee of \$15,000.00 is required at the time a petition is filed. If the City determines it is in its best interest to establish a PID, a Professional Services Reimbursement Agreement will be entered into with the developer. The Professional Services Reimbursement Agreement will require the developer to initially deposit funds in the amount of \$45,000 (in addition to the amounts already required to pay for the City's costs for staff including the City Attorney, City Engineer and City Planning staff) to pay for third party consultants including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Trustee, Underwriter, Appraiser, and Market Study Analysts. An additional \$25,000 deposit will be required to be deposited by the developer when the deposit balance reaches \$10,000. The unused balance will be returned to the developer. The developer may recover the professional fee deposit at bond closing.

### **Development Standards**

The City will consider petitions for PID projects that support real estate developments which confer benefits to the City to a degree that is superior to benefits typically generated by projects that do not involve PID financing.

1. The project must include improvements that enhance the City's master plan, including the City's thoroughfare plan and water and wastewater plans (improvements must exceed current subdivision regulations) and advance the City's trail and park plans.
2. Any improvements that are offsite or are part of the City's master plans must obtain approval from the City Engineer prior to being included in the PID.
3. Preference will be given to high quality projects that exceed the City's subdivision requirements for overall design, building standards and amenities with enhanced landscaping and appealing architecture throughout.
4. Preference will be given to mixed use projects that include a mix of residential and commercial uses.
5. Preference will be given to projects where an average home price is expected to exceed other surrounding new home community pricing by \$65,000.
6. Preference will be given to projects within the ETJ that voluntarily annex into the City's corporate limits.
7. Payment of a community benefit fee of ten percent (10%) of bond par shall be paid to the City three (3) days prior to bond closing.

### **[OR]**

7. At City Council's discretion, a payment of a community benefit fee of five percent (5%) up to thirty percent (30%) of bond par shall be paid to the City three (3) days prior to bond closing based on the degree that project improvements confer benefits that enhance the City's master plan and/or exceed City's subdivision requirements.

### **Collection of Assessments**

Prior to the levy of assessments, the City will enter into an agreement with Travis County to include the annual PID installments on the Travis County Tax Bill.

### **Disclosure to Homeowners**

To satisfy disclosure to homeowners, the City will require the petitioner to comply with the following:



1. Landowner's Agreement to be recorded in the Official Public Records of Travis County.
2. Signage at major entryways and exits.
3. Signage and information flyers in any sales centers within the PID that include:
  - a. Frequently Asked Questions
  - b. Total Assessment
  - c. Average Annual Installment
  - d. Equivalent Tax Rate
4. Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City
5. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any MLS listing.

### **City Consultants**

The City will independently select a Bond Counsel, Financial Advisor, PID Administrator, Trustee and Market Study Analyst. With input by the Developer, the City will select an Underwriter and Appraiser. The City's PID Administrator, in conjunction with the developer's PID Consultant, will draft the Service and Assessment Plan and prepare all annual updates.

### **Maximum Assessment**

The annual PID installment shall be the lesser of a combined tax rate of \$3.26 or a PID rate of \$0.30 per \$100 of assessed value. A true-up calculation will be performed at each bond issuance and upon filing of a final plat to ensure that the maximum assessment is not exceeded, which may result in a mandatory prepayment from the developer.

### **Assessment Term/Bond Term**

The maximum term of a PID assessment is not to exceed 30 years and the assessment term must equal the bond term.

### **PID Bonds**

The following performance standards shall apply to PID bonds:

1. Minimum appraised value to lien ratio of 3:1.
2. All improvements to be funded with PID bonds must be fully engineered and bid. A competitive bidding process with at least three bids will be required.
3. Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit to the City with an amount confirmed by an engineer's opinion of probable cost, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds. The form of committed capital (cash deposit, letter of credit or bank/equity commitment) will be determined by the City on a case-by-case basis on advice from its Financial Advisor.

### **Dissolution Agreement**

A dissolution agreement must be entered into at the time the City considers creation of the PID authorizing dissolution of the PID if assessments are not levied within three (3) years after the creation of the PID.

**Applicability**

This amended PID Policy shall apply to PID applications filed after ~~August 7, 2019~~ May 4, 2022.

**CITY OF MANOR, TEXAS**

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

**Dr. Christopher Harvey, Mayor**

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

**ATTEST:**

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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 4, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Acknowledge the resignation of Planning and Zoning Commissioner Prince John Chavis, Place No. 4; and declare a vacancy.

**BACKGROUND/SUMMARY:**

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

- Resignation email

**STAFF RECOMMENDATION:**

It is the City staff's recommendation that the City Council acknowledge the resignation of Planning and Zoning Commissioner Prince John Chavis, Place No. 4; and declare vacancy.

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

## Mandy Miller

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**From:** Prince Chavis <[REDACTED]>  
**Sent:** Monday, April 18, 2022 8:37 AM  
**To:** Mandy Miller  
**Cc:** Lluvia Almaraz  
**Subject:** P&Z Commission Resignation

Good Morning Mandy,

Please accept this email correspondence as my resignation from my position as Commissioner effective immediately. As we discussed last week, I do wish to remain on the eligible list and intend to reapply once I return safely from my upcoming military deployment.

Thx

Prince