



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

City Council Regular Meeting

Wednesday, March 15, 2023 at 7:00 PM

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

AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

- A. Oath-of-Office to Associate Municipal Judge, Jay Caballero by Presiding Judge John Yeager.

PROCLAMATIONS

- A. Declaring the month of March, as “*Women’s History Month*”
- B. Declaring the week of March 20-26, 2023, as “*International Adolescent Health Week*”

PUBLIC COMMENTS

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

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

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

PUBLIC HEARINGS

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

Applicant: Jackson Walker

Owner: Krantz Properties

Submitted by: Scott Dunlop, Development Services Director

CONSENT AGENDA

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

- 2. Consideration, discussion, and possible action to approve the City Council Minutes of the March 1, 2023, City Council Regular Meeting.**
Submitted by: Lluvia T. Almaraz, City Secretary
- 3. Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 8.517 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.**
Submitted by: Scott Dunlop, Development Services Director
- 4. Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 5.470 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.**
Submitted by: Scott Dunlop, Development Services Director
- 5. Consideration, discussion, and possible action on the acceptance of the February 2023 Departmental Reports.**
Submitted by: Scott Moore, City Manager

- **Finance – Lydia Collins, Director of Finance**
- **Police – Ryan Phipps, Chief of Police**
- **Travis County ESD No. 12 – Ryan Smith, Fire Chief**
- **Economic Development – Scott Jones, Economic Development Director**
- **Development Services – Scott Dunlop, Development Services Director**
- **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**
- **Municipal Court – Sarah Friberg, Court Clerk**
- **Public Works – Matt Woodard, Director of Public Works**
- **Manor Cemetery – Nora Sanchez, MC Manager**
- **Human Resources – Tracey Vasquez, HR Manager**

- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

REGULAR AGENDA

- 6. Consideration, discussion, and possible action on allocating funds for youth health program training within the City of Manor.**
Submitted by: Scott Moore, City Manager
- 7. Consideration, discussion, and possible action on a resolution authorizing the creation of the Manor Housing Public Facility Corporation, a Texas nonprofit public facility corporation; and approving the certificate of formation, the purpose and activities of the corporation, and the appointment of the initial board of directors.**
Submitted by: Scott Moore, City Manager
- 8. Consideration, discussion, and possible action on a Statement of Work No. 25 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the FY2022 Capital Metro BCT Paving Improvements Project.**
Submitted by: Pauline Gray, P.E., City Engineer
- 9. Consideration, discussion, and possible action on a Statement of Work No. 26 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the One-Time Capital Metro BCT Paving Improvements Project.**
Submitted by: Pauline Gray, P.E., City Engineer
- 10. First Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 22.78 acres, more or less, out of the AC Caldwell Survey 52, Abstract 154 and being located at 14807 E US 290, Manor, TX from Agricultural (A) to Multi-Family 25 (MF-2).**
Submitted by: Scott Dunlop, Development Services Director
- 11. Consideration, discussion, and possible action on a Development Agreement for Manor Commercial Park Development – Easy Jet.**
Submitted by: Scott Dunlop, Development Services Director
- 12. Consideration, discussion, and possible action on a Development Agreement for Manor Commercial Park Development – Maddtex.**
Submitted by: Scott Dunlop, Development Services Director
- 13. Consideration, discussion, and possible action on a Resolution accepting the petition for annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**
Submitted by: Scott Dunlop, Development Services Director
- 14. Consideration, discussion, and possible action on a Resolution accepting the petition for annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**
Submitted by: Scott Dunlop, Development Services Director

- 15.** Consideration, discussion, and possible action on a License and Maintenance Agreement between the City of Manor and Housing Authority of Travis County for the construction, improvement, installation, and maintenance of underground stormwater and landscaping improvements located within South Bastrop Street, East Burton Street, and South Caldwell Street rights-of-way for the Manor Townhomes Phase II development.
Submitted by: Scott Dunlop, Development Services Director
- 16.** Consideration, discussion, and possible action on a contract between the City of Manor and Enterprise Fleet Management.
Submitted by: Lydia Collins, Director of Finance
- 17.** Consideration, discussion, and possible action on an Effluent Reuse Agreement between the City of Manor and Shadowglen Golf, L.P
Submitted by: Scott Moore, City Manager
- 18.** Consideration, discussion, and possible action on a Professional Service Agreement with Kimley-Horn for the design of Hill Lane Extension.
Submitted by: Scott Moore, City Manager
- 19.** Consideration, discussion, and possible action on entering into an agreement with Whole Foods to share cost for resurfacing Hill Lane.
Submitted by: Scott Moore, City Manager
- 20.** Consideration, discussion, and possible action on securing a Public Utility Easement for the Gregg Manor Ground Storage Tank Facility.
Submitted by: Scott Moore, City Manager
- 21.** Consideration, discussion, and possible action on a Resolution submitting a list of city projects for future Community Project Funding.
Submitted by: Scott Moore, City Manager

EXECUTIVE SESSION

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

- *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Manor Spring.*

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, March 10, 2023, by 6:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



PROCLAMATION

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nations by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, Despite these contributions, the role of American women in history have been consistently overlooked and undervalued, the in literature, teach and study of America history.

NOW, THEREFORE, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim March 2023 as:

“Women’s History Month”

in the City of Manor and urge all citizens to observe this month with appropriate programs, activities, and reflections and to continue of efforts to seek gender equality and seek to improve the lives of all women.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 15th day of March 2023.

Dr. Christopher Harvey, Mayor
City of Manor



PROCLAMATION

Whereas, The World Health Organization defines adolescence as ages 10 to 24 and this unique stage of human development is an important time for laying the foundations of good health; and

Whereas, Youth have a special role in our society as future leaders, and adults have the responsibility to support and partner with them so that they have the resources that they need to flourish. When young people have equitable resources and tools, they can make informed decisions about their health and wellbeing, including mental and reproductive health; and

Whereas, International Adolescent Health Week, celebrated annually in March, is a grass-roots initiative wherein young people, as well as their families, schools, communities, healthcare providers, and other advocates come together with the ultimate goal of working collectively towards improving the health and well-being of the over 1 billion adolescents across the globe today; and

Whereas, International Adolescent Health Week is March 19-25, 2023, and multiple organizations, individuals, families, adolescents and young adults will participate in the global recognition of International Adolescent Health Week.

NOW THEREFORE, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim March 19-25, 2023, as:

“International Adolescent Health Week”

in the City of Manor, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 15th day of March 2023.

Dr. Christopher Harvey, Mayor
City of Manor



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

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

Applicant: Jackson Walker

Owner: Krantz Properties

BACKGROUND/SUMMARY:

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

P&Z voted 4-0 to deny due to concerns about traffic and access. The item is being re-heard by the P&Z with additional information at their April 12th meeting.

This item is requested to be postponed by the developer to the April 19th Regular City Council meeting so it can accompany the public hearing for the annexation of the same property.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- | | |
|---|---|
| <ul style="list-style-type: none"> • Ordinance • Letter of intent • Rezone Map • Aerial Image | <ul style="list-style-type: none"> • FLUM • Floodplain map • Public Notice • Mailing Labels |
|---|---|

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council open a public hearing on an ordinance rezoning one (1) lot on 22.78 acres, more or less, out of the AC Caldwell Survey 52, Abstract 154 and being located at 14807 E US 290, Manor, TX from Agricultural (A) to Multi-Family 25 (MF-2) and postpone the public hearing to the April 19th Regular City Council agenda.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
		X	

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO MULTI-FAMILY 25 (MF-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

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

ORDINANCE NO.

Page 2

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

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

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "A"

Property Address:

14807 E. US Hwy 290, Manor, TX 78653

Property Legal Description:

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

DESCRIPTION FOR ENVIRONMENTAL MILL AND SUPPLY INC.

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

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

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

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

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

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

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

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

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

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



EXHIBIT "A-1"



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

December 12, 2022

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

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

Dear Mr. Dunlop:

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

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

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

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

The following documents are included with the zoning application:

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

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

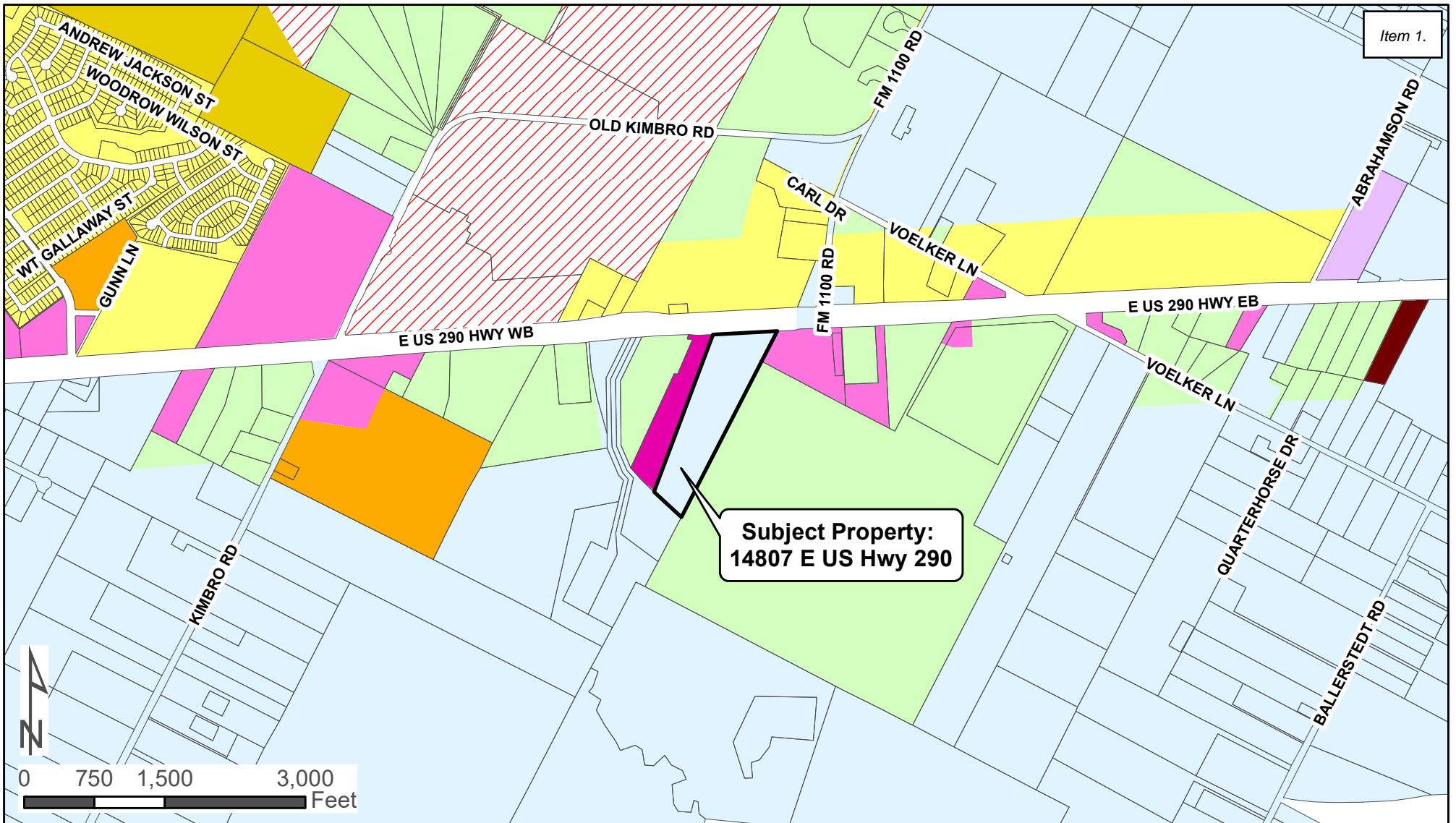
Please contact me if you have any questions.

Sincerely,



Pamela Madere

Enclosures: Zoning Application and Exhibits
Annexation Application and Exhibits



Proposed: Multi-Family 25 (MF-2)

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

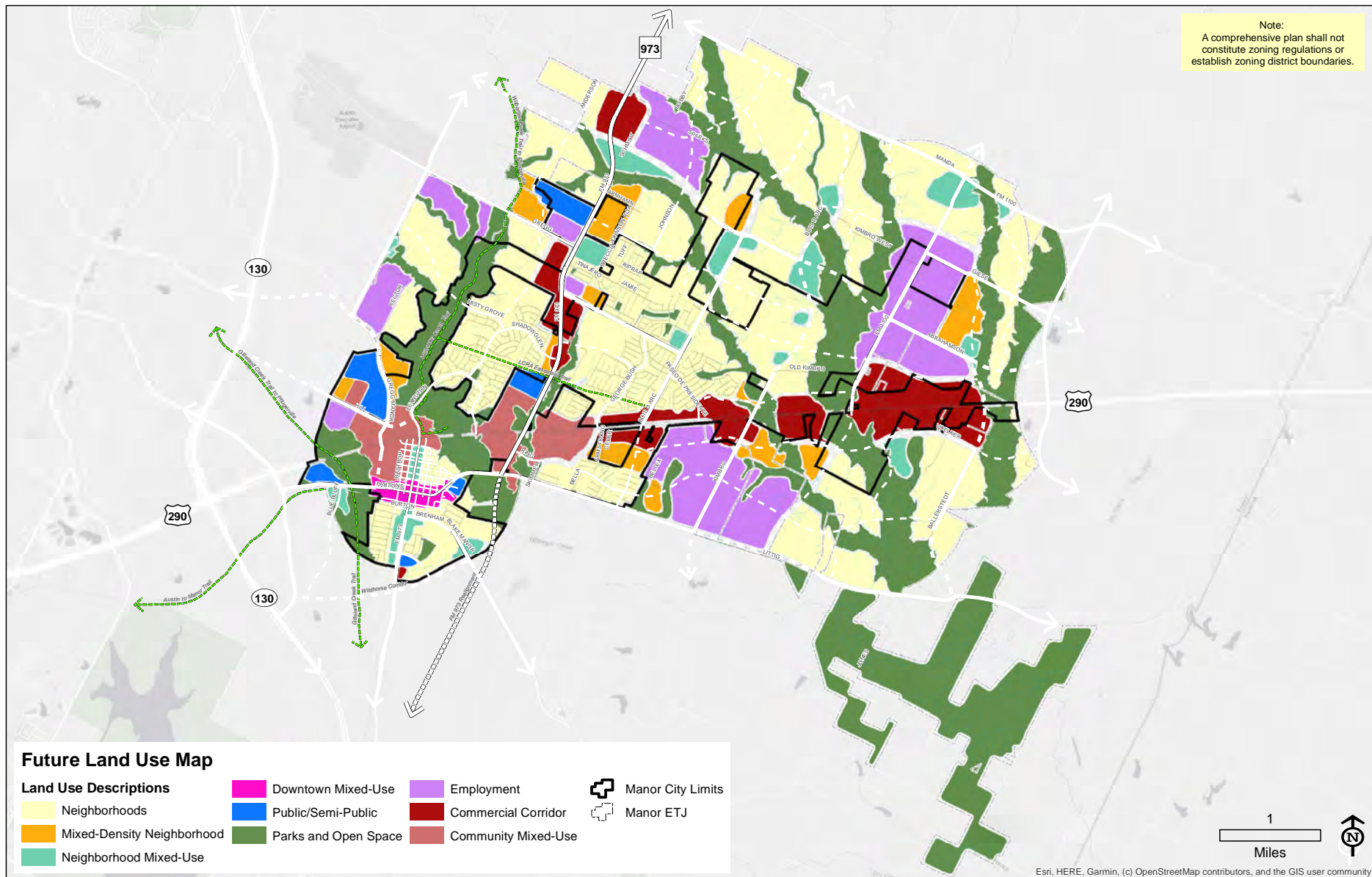
14807 E US 290

Write a description for your map.

Legend

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





Map 3.1. Future Land Use Map

COMMERCIAL CORRIDOR

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

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

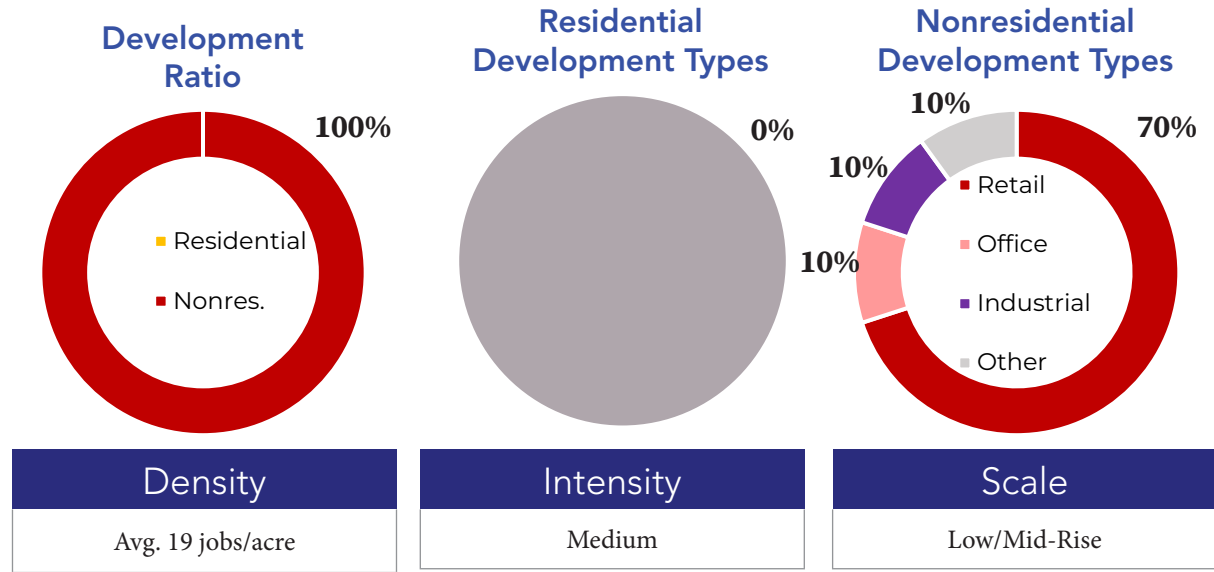
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

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

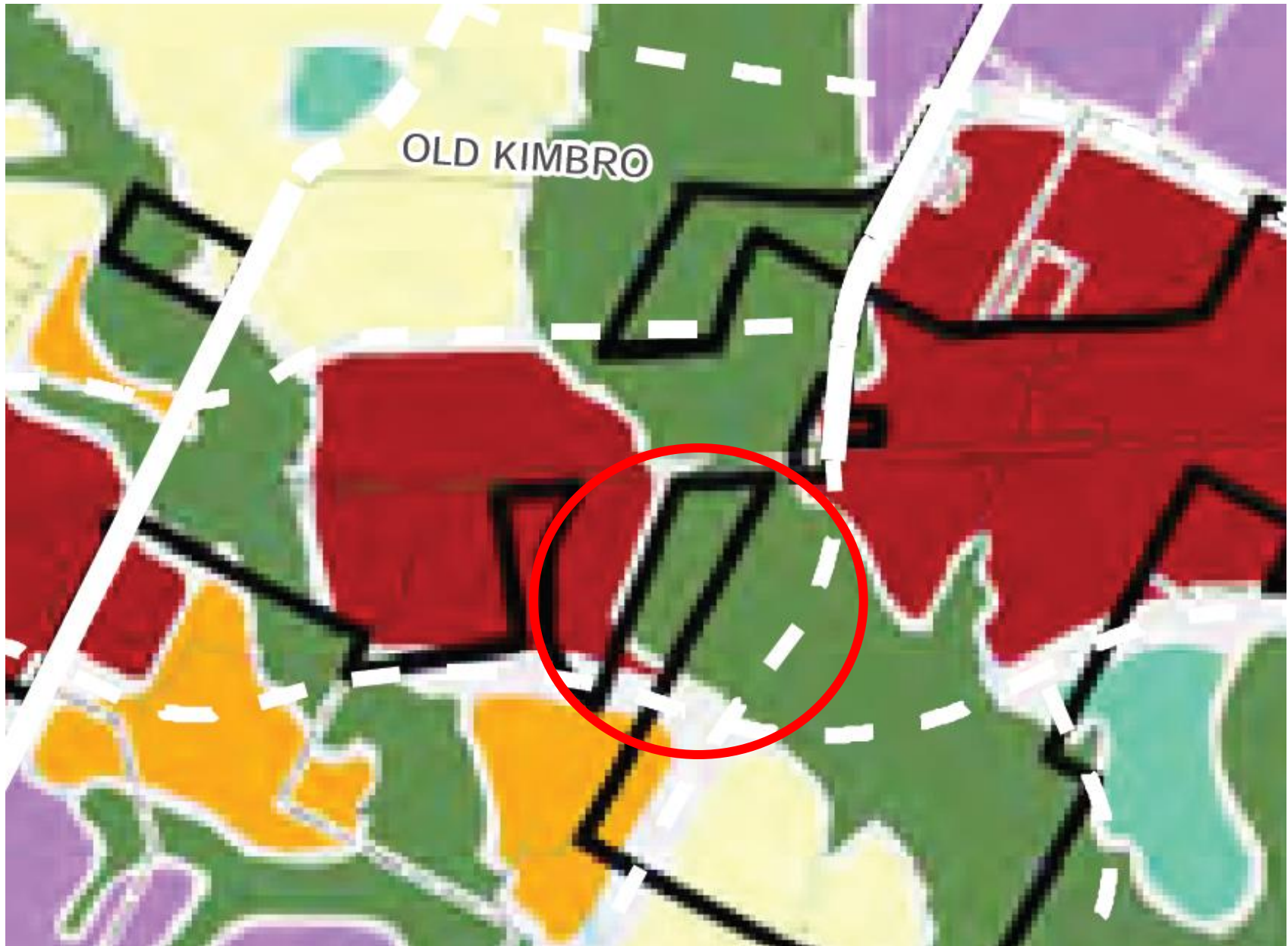
This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

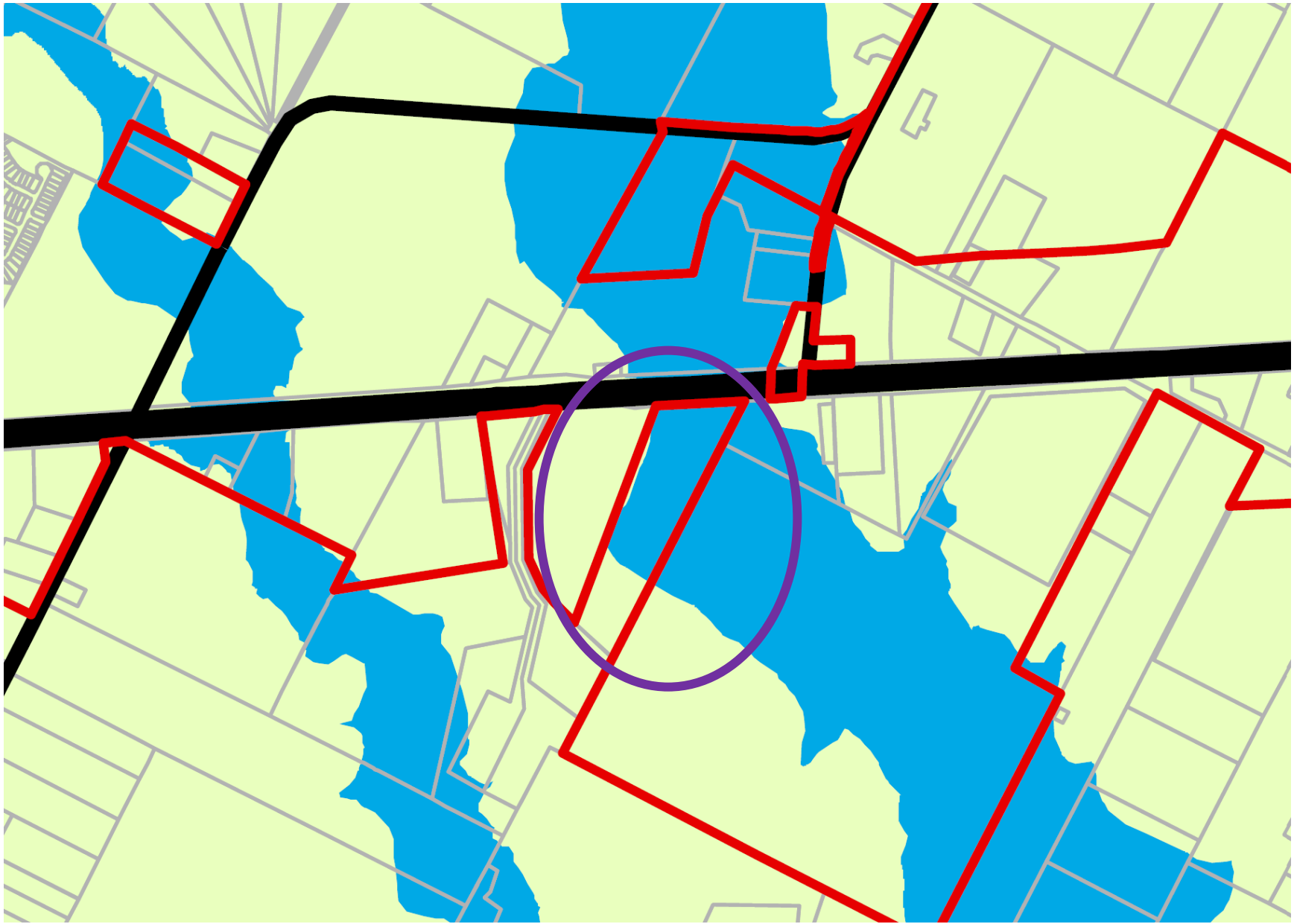
- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ● ● ○ ○	May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis.
Mixed-Use Urban, Community Scale	● ● ● ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ●	Appropriate overall.
Shopping Center, Community Scale	● ● ● ● ●	
Light Industrial Flex Space	● ● ○ ○ ○	Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use.
Manufacturing	● ○ ○ ○ ○	Not considered appropriate.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.







1/18/2023

City of Manor Development Services

Notification for a Subdivision Rezoning Application

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

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

Public Hearing: Conduct a public hearing Regarding the submission of a Rezoning Application for one (1) lot on 22.78 acres, more or less, out of the AC Caldwell Survey 52, Abstract 154 and being located at 14807 E US 290, Manor, TX from Agricultural (A) to Multi-Family 25 (MF-2).

Applicant: Jackson Walker

Owner: Krantz Properties

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

The Manor City Council will meet at 7:00PM on February 1, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

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

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

Timmerman Properties Inc.
PO Box 4784
Austin, TX 78765

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

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

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

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

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

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

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

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



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the March 1, 2023, City Council Regular Meeting.

BACKGROUND/SUMMARY:

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

- March 1, 2023, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the City Council Minutes of the March 1, 2023, Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
MARCH 1, 2023**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Scott Dunlop, Development Services Director
- Lydia Collins, Finance Director
- Scott Jones, Economic Development Director
- Matthew Woodard, Public Works Director
- Phil Green, IT Director
- Chasem Creed, IT Technician
- Tracey Vasquez, HR Manager
- Veronica Rivera, Assistant City Attorney
- Pauline Gray, P.E., City Engineer

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:09 p.m. on Wednesday, March 1, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

INVOCATION

Mayor Harvey gave the Invocation.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the cemetery monument; Black History Month Proclamation; Townhome Development in Old Manor; Comprehensive Plan; Growth Rate; and Old Town Developments.

Gabriel Nila from Manor, Texas, submitted a speaker card and invited the community to attend the free immunization clinic that would be held at Compass Rose Destiny on March 25th from 10am – 2pm for the age group of 2-18yrs old. He stated that this was a free event for all uninsured children.

Mayor Harvey spoke in regard to a joint committee between the school districts, local law enforcement and emergency management for the purpose of auditing facilities and other measures for public safety.

No one else appeared at this time.

REPORTS

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

A. TML Health Benefits Pool Update

HR Manager Vasquez spoke in regard to the new changes for TML Health Benefits waiting period coverage and fees.

PUBLIC HEARINGS

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

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop discussed the proposed annexation .

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

There was no further discussion.

Motion to close carried 5-0

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

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop discussed the proposed annexation.

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

There was no further discussion.

Motion to close carried 5-0

At the direction of Mayor Harvey, Public Hearing No. 3 and Regular Agenda Item No. 12 were enacted in one motion.

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

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

Mayor Harvey opened the public hearing.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to postpone Public Hearing No. 3 and Item No. 12 until April 19, 2023.

Assistant City Attorney Rivera advised that if the Public Hearing didn't open re-notifications would need to be sent again.

MOTION: Upon an amendment motion made by Council Member Wallace and seconded by Council Member Moreno, to open the public hearing and postpone Public Hearing No. 3 and Item No. 12 until April 19, 2023.

There was no further discussion.

Motion to postpone carried 5-0

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

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

Mayor Harvey opened the public hearing.

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

City Engineer Gray discussed the proposed Land Use Assumptions Map and Water and Wastewater Capital Improvement Projects.

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

There was no further discussion.

Motion to close carried 5-0

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

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

Mayor Harvey opened the public hearing.

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

Topics of discussion:

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

Mayor Harvey expressed his thoughts regarding the rate increase.

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

There was no further discussion.

Motion to close carried 5-0

CONSENT AGENDA

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

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

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

Applicant: Jiwon Jung; Owner: Buildblock

Ordinance No. 692 - An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Neighborhood Business (NB) to Downtown Business (DB); Making Findings of Fact; and Providing for Related Matters.

8. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on .396 acres, more or less, and being located at 107 W. Boyce, Manor, TX from Single Family Suburban (SF-1) to Downtown (DB).

Applicant: Jiwon Jung; Owner: Buildblock

Ordinance No. 693: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family Suburban (SF-1) to Downtown Business (DB); Making Findings of Fact; and Providing for Related Matters.

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

Mayor Harvey thanked city staff for conducting the Black History Program event.

There was no further discussion.

Motion to approve carried 5-0

REGULAR AGENDA

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

The city staff recommended that the City Council discuss and provide feedback on the proposed stormwater drainage fee.

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

Topics of discussion:

- Current Stormwater Program
- Future Program – Proposed Enhancements
- Stormwater Utility Funding Approach
- Stormwater Fee Background
- Stormwater Rate Structure
- Combined Water/Wastewater/Stormwater Customer Impact
- Fee Comparison
- Fee Implementation

Discussion was held on seeking direction for the timing of implementation.

Discussion was held regarding non-residential rates.

Discussion was held regarding other lower options for Single Family Residential in regard to the stormwater rate structure.

Discussion was held regarding a step process that could be implemented for new projects.

Development Services Director Dunlop discussed the Tier Rate Structure that had been conducted for the proposed rates.

Discussion was held regarding the Capital Improvement Costs.

Discussion was held regarding the time frame this item would be brought back to Council with additional options as discussed.

Discussion was held regarding the rate increase urgency.

Discussion was held regarding the process and fees for implementing the Rate Study now vs on a later year when it's due.

Discussion was held regarding a proposed workshop to be conducted with other options prior to a final Council's decision.

There was no action taken.

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

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

Ordinance: An Ordinance of the City of Manor, Texas Annexing 8.517 Acres of Land, More or Less Located in Travis County, Including the Abutting Streets, Roadways, and Rights-of-Way into the Corporate Limits of the City, at the Request of the Property Owner; Approving an Agreement for the Provision of Services for the Annexed Area; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing for Open Meetings and Other Related Matters.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve the first reading of an ordinance annexing 8.517 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

There was no further discussion.

Motion to approve carried 5-0

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

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

Ordinance: An Ordinance of the City of Manor, Texas Annexing 5.470 Acres of Land, More or Less Located in Travis County, Including the Abutting Streets, Roadways, and Rights-of-Way into the Corporate Limits of the City, at the Request of the Property Owner; Approving an Agreement for the Provision of Services for the Annexed Area; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing for Open Meetings and Other Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve the first reading of an ordinance annexing 5.470 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

There was no further discussion.

Motion to approve carried 5-0

At the direction of Mayor Harvey, Regular Agenda Item No. 12 was enacted in one motion with Public Hearing No. 3

12. First Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 22.78 acres, more or less, out of the AC Caldwell Survey 52, Abstract 154 and being located at 14807 E US 290, Manor, TX from Agricultural (A) to Multi-Family 25 (MF-2).

MOTION: Upon an amendment motion made by Council Member Wallace and seconded by Council Member Moreno, to open the public hearing and postpone Public Hearing No. 3 and Item No. 12 until April 19, 2023.

There was no further discussion.

Motion to postpone carried 5-0

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

The city staff recommended that the City Council approve the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects.

City Engineer Gray discussed the proposed Land Use Assumption Map and Water and Wastewater Capital Improvement Projects.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects.

Discussion was held regarding clarification on next steps regarding fees.

Discussion was held regarding clarification on the proposed maps.

There was no further discussion.

Motion to approve carried 5-0

14. Consideration, discussion, and possible action on a resolution regarding a contract for the purpose of financing city vehicles and equipment.

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

Director of Finance Collins discussed the proposed contract for the purpose of financing city vehicles and equipment.

Resolution No. 2023-05: A Resolution of the City of Manor, Texas, for the Purchase and Financing of Public Works Vehicles and Equipment.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve Resolution No. 2023-05 and award a lease contract to Government Capital Corp.; and authorize the City Manager to execute the final contract after legal review.

There was no further discussion.

Motion to approve carried 5-0

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

The city staff recommended that the City Council approve the selection of AEGIS Group, Inc. as the appraiser for the Manor Heights PID Improvement Area No. 3 and authorize the City Manager to enter and execute the engagement letter for appraisal services with AEGIS Group, Inc.

Assistant City Attorney Rivera discussed the proposed agreement with appraiser for the Manor Heights PID Improvement Area No. 3.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve the selection of AEGIS Group, Inc. as the appraiser for the Manor Heights PID Improvement Area No. 3; and authorize the City Manager to enter and execute the engagement letter for appraisal services with AEGIS Group, Inc.

There was no further discussion.

Motion to approve carried 5-0

16. Consideration, discussion, and possible action on the Decertification and Compensation Agreement with WH200, LP and Heart of Manor, LP for the Wildhorse Project.

The city staff recommended that the City Council approve the Decertification and Compensation Agreement with WH200, LP and Heart of Manor, LP for the Wildhorse Project.

Development Services Director Dunlop discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve the Decertification and Compensation Agreement with WH200, LP and Heart of Manor, LP for the Wildhorse Project.

There was no further discussion.

Motion to approve carried 5-0

17. Consideration, discussion, and possible action on the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Wildhorse Project with WH200, LP and Heart of Manor, LP.

The city staff recommended that the City Council approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Wildhorse Project with WH200, LP and Heart of Manor, LP; and authorize the City Manger to execute the agreement.

Development Services Director Dunlop discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Wildhorse Project with WH200, LP and Heart of Manor, LP; and authorize the City Manager to execute the agreement.

There was no further discussion.

Motion to approve carried 5-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:42 p.m. on Wednesday, March 1, 2023, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in - *Section 551.074 Personnel Matters to discuss duties of the City Manager; Section 551.074 Personnel Matters to deliberate the appointment of the Associate Municipal Court Judge; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding release of a portion of City's water CCN, Wastewater CCN, and Extraterritorial Jurisdiction Transfer; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Manor Apartments; and Sections 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Lagos PID* at 8:42 p.m. on Wednesday, March 1, 2023.

The Executive Session was adjourned at 10:30 p.m. on Wednesday, March 1, 2023.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 10:30 p.m. on Wednesday, March 1, 2023.

18. Consideration, discussion, and possible action on the creation of a public facilities corporation.

The city staff recommended that the City Council direct city staff and legal counsel to move forward with the necessary documentation, including the drafting of articles of incorporation to create a public facilities corporation to be brought back to City Council for review and approval.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to direct city staff and legal counsel to move forward with the necessary documentation, including the drafting of articles of incorporation to create a public facilities corporation to be brought back to City Council for review and approval.

Discussion was held regarding a recommended date for final approval.

MOTION: Upon an amended motion made by Council Member Moreno and seconded by Council Member Weir to direct City staff and legal counsel to move forward with the necessary documentation, including the drafting of articles of incorporation to create a public facilities corporation to be brought back to City Council on March 15th for review and approval.

There was no further discussion.

Motion to approve carried 5-0

19. Consideration, discussion, and possible action on the Engagement Agreement with Bickerstaff Heath Delgado Acosta LLP.

The city staff recommended that the City Council approve the Engagement Agreement with Bickerstaff Heath Delgado Acosta LLP.

Gregory Miller with Bickerstaff Heath Delgado Acosta LLP. discussed the proposed engagement agreement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the Engagement Agreement with Bickerstaff Heath Delgado Acosta LLP.

There was no further discussion.

Motion to approve carried 5-0

20. Consideration, discussion, and possible action on a Judicial Services Agreement for the position of Associate Judge for the Manor Municipal Court.

The city staff recommended that the City Council approve the Judicial Services Agreement for the position of Associate Judge for the Manor Municipal Court.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the Judicial Services Agreement for the position of Associate Judge for the Manor Municipal Court.

There was no further discussion.

Motion to approve carried 5-0

ADJOURNMENT

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to adjourn the regular session of the Manor City Council at 10:40 p.m. on Wednesday, March 1, 2023.

There was no further discussion.

Motion to adjourn carried 5-0

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

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes

City of Manor

2023 Water and Wastewater Rate Study

February 15, 2023





Agenda



Rate Study Process



Financial Plan Assumptions



Utility Financial Plan



Rate and Typical Bill Comparison

Themes

Item 2.



City of Manor's rates and fees must:

Item 2.



How we'll get there



Fund Operations



Fund Capital Projects



Maintain Reserves and DSC



Fund Growth



Ensure Customer Rate Equity



Rate Revenue



Impact Fees



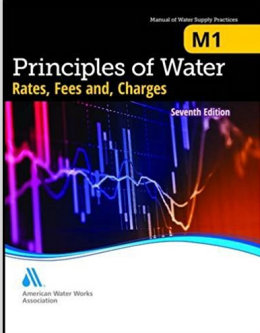
Financial Plan



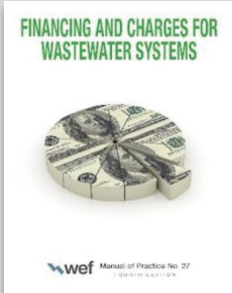
Rate Design



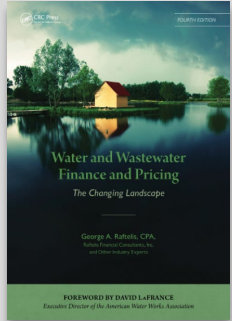
Guided by industry-standard financial planning and rate-setting approaches



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

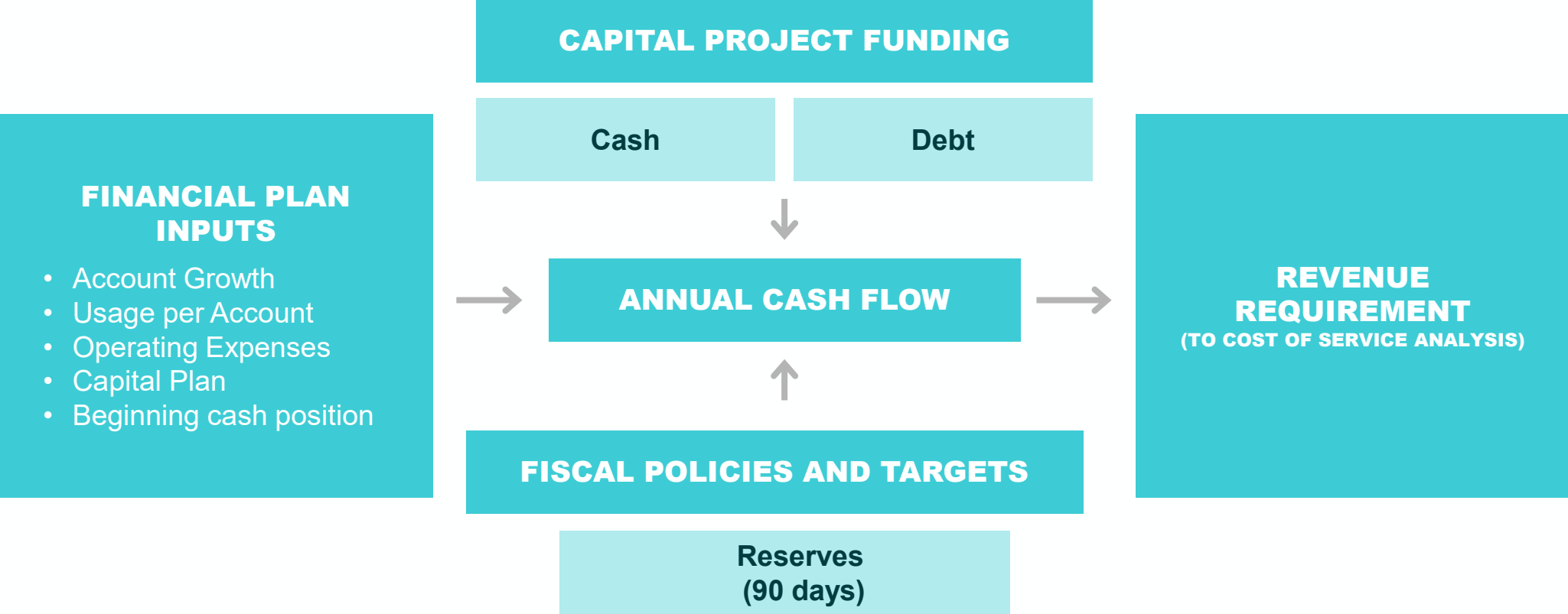


Water Environment Federation
Financing and Charges for Wastewater Systems



Raftelis Financial Consultants
Water and Wastewater Finance and Pricing

Financial Planning Process



Financial Plan Assumptions



Expenses

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

Assumptions

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

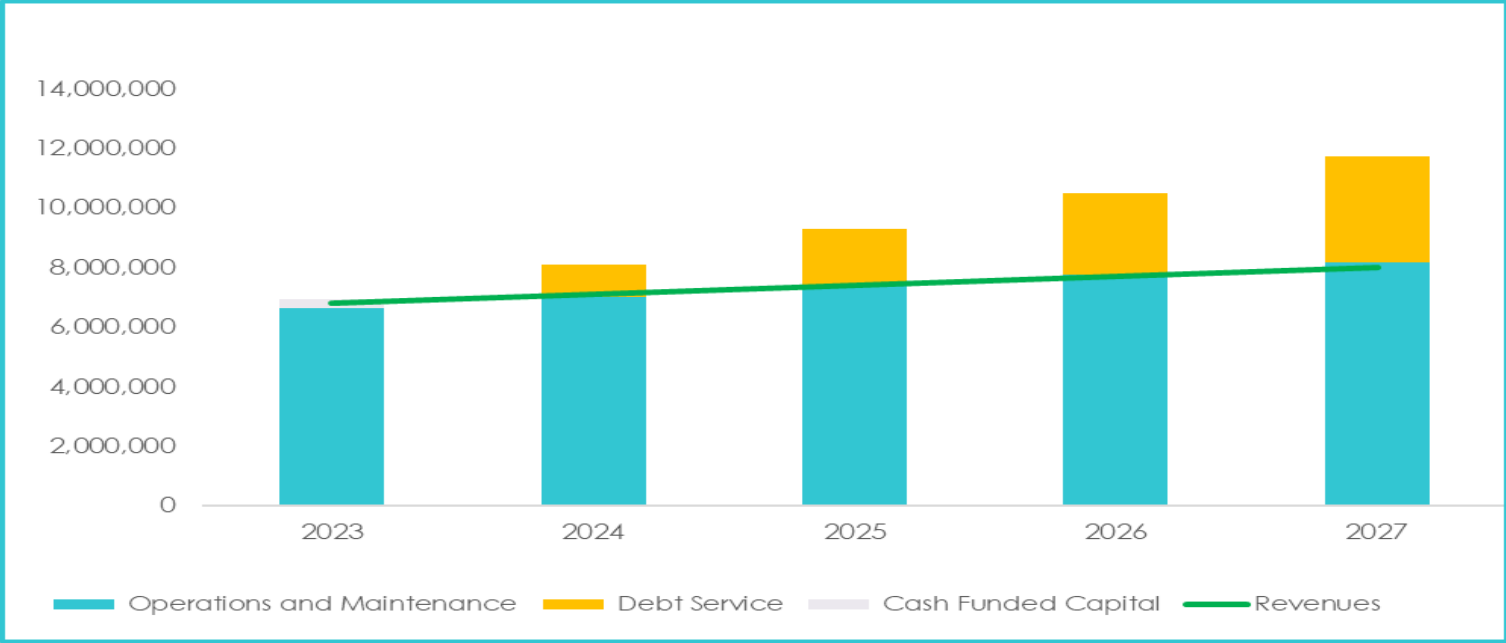
Utility Financial Plan



5-year Combined Cashflow Results

No Annual Increases

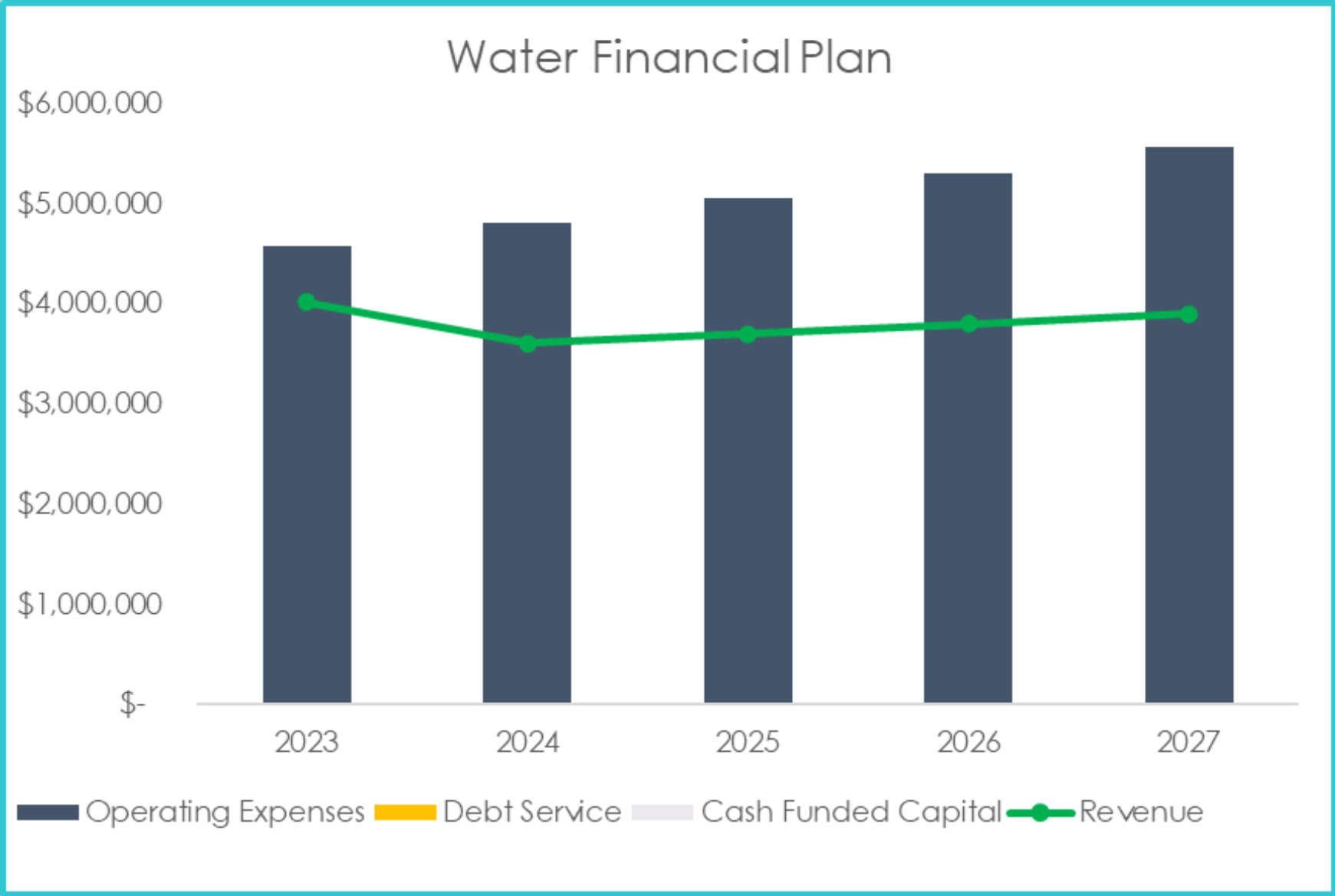
Operating Revenues and Expenditures



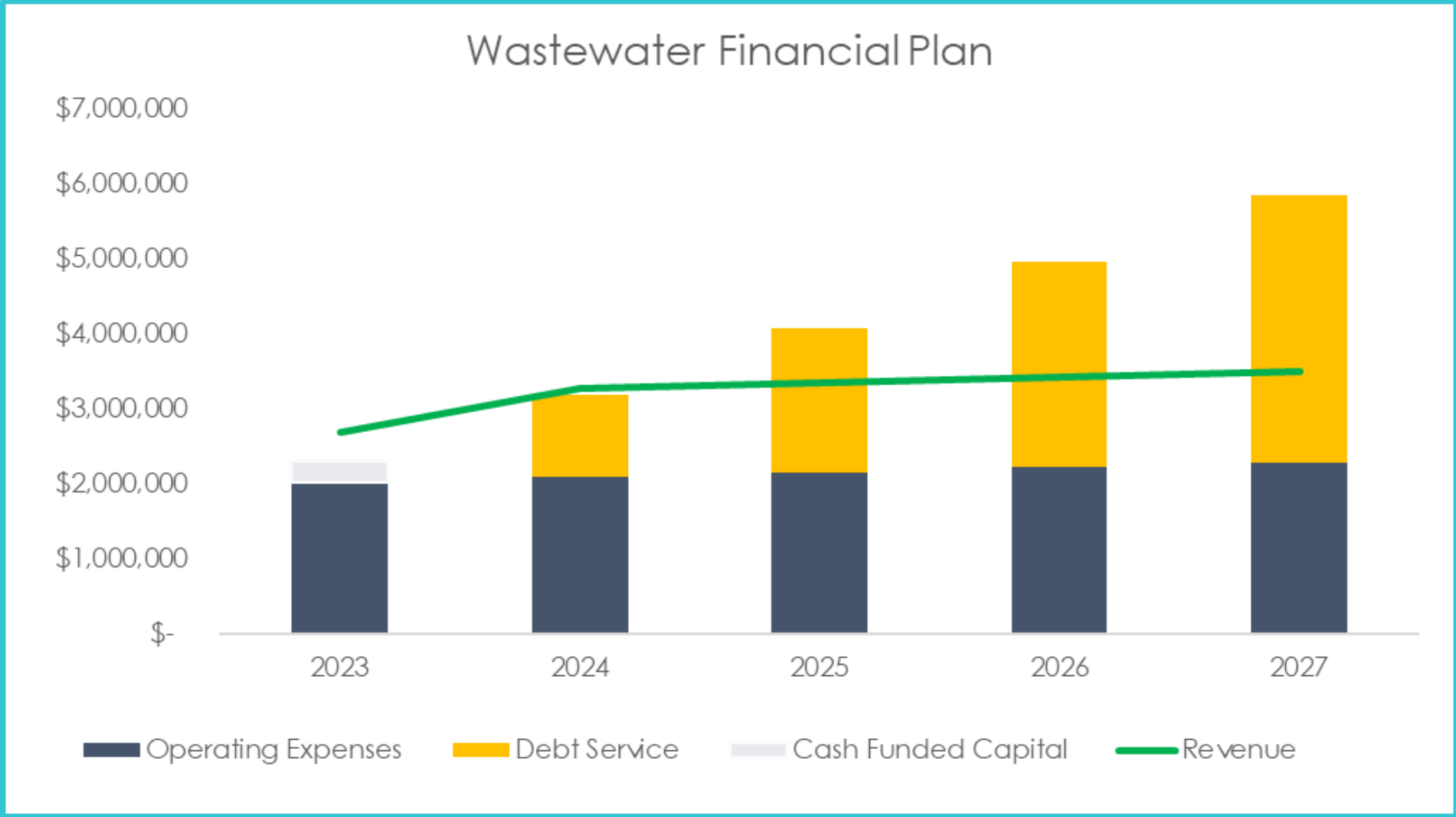
Operating Ending Fund Balance



Water 5 Year (No Increase)



Wastewater 5 Year (No Increase)



Current State



Residential Rates

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

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

Commercial Rates

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

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

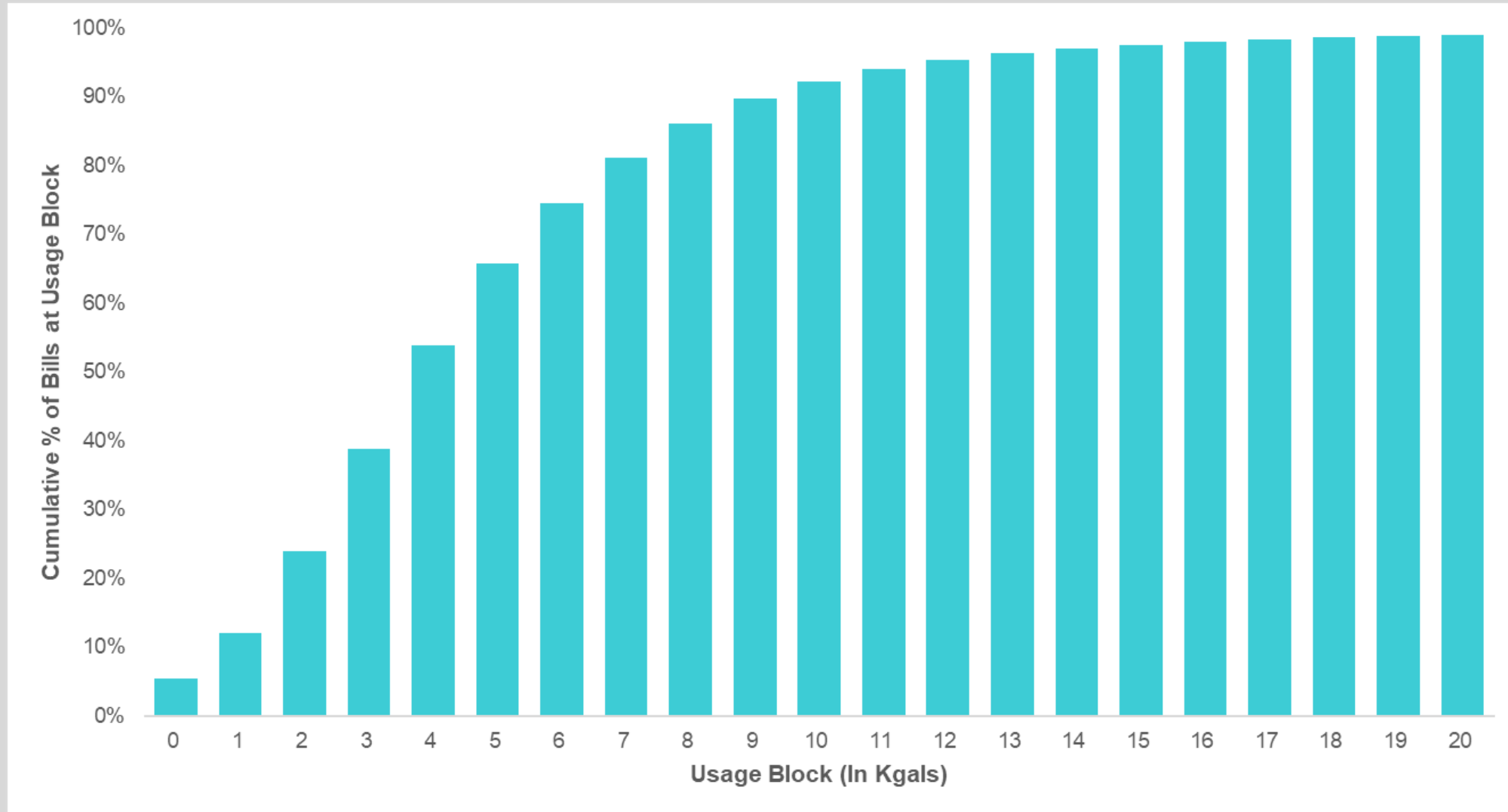
Recommendations



Recommendations Summary

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

Water Bill Frequency Analysis



Water Rate Structure Changes

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

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

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

Financial Plan Rate Increases

Base Case (5% Growth)

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

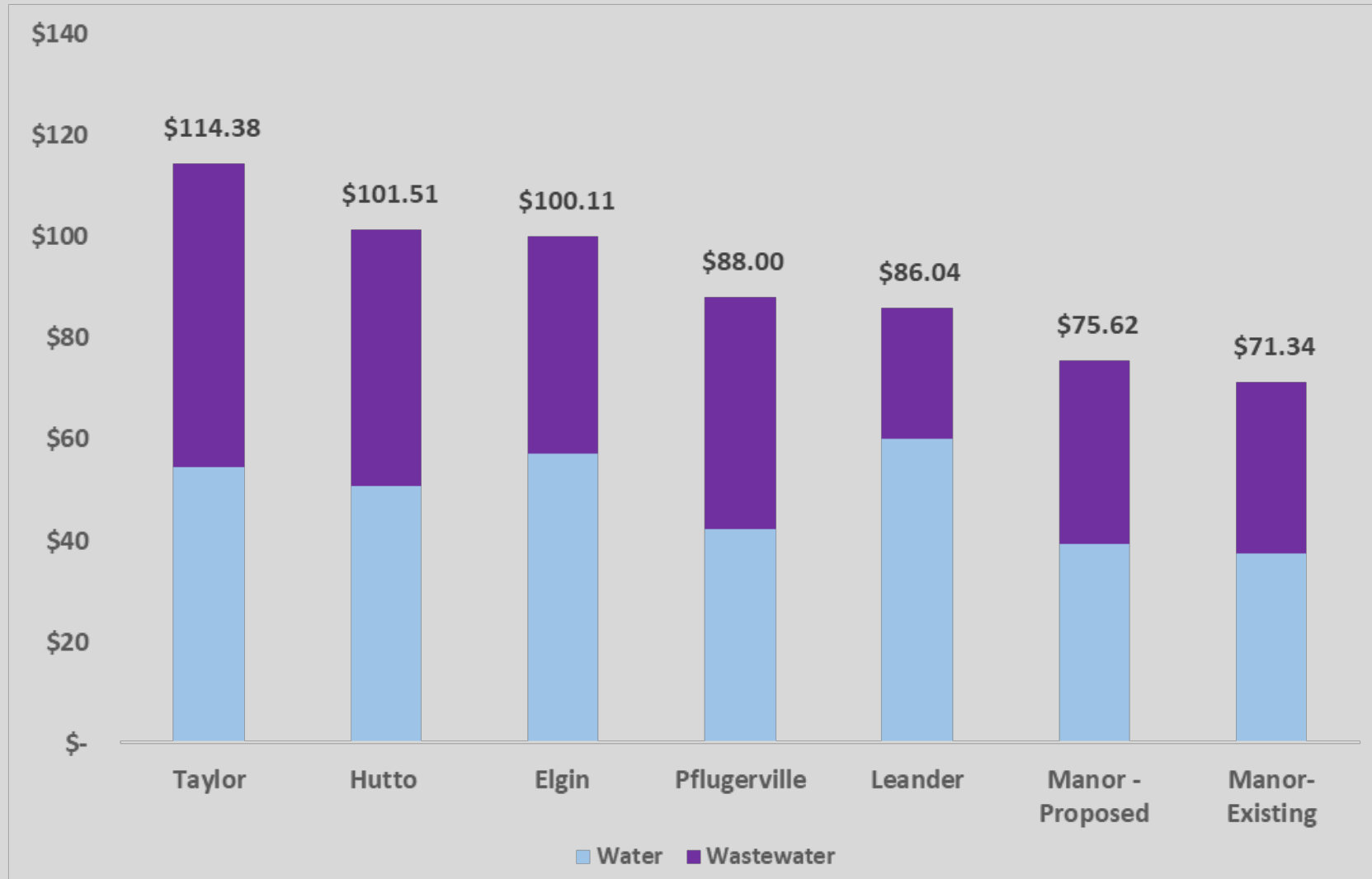
Peer Utility Survey



Peer utility survey

Typical monthly bill comparison

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





Thank you!

Contact:

Justin Rasor, *Manager*

737 471 0146 / jrasor@raftelis.com



City of Manor

Stormwater Utility Feasibility Study

March 1, 2023

Current Stormwater Program



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

Future Program- proposed enhancements

Short Term

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



Long Term

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

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

Stormwater Utility Funding Approach

Sufficient and Stable Revenue

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

Fairness in Revenue Recovery

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

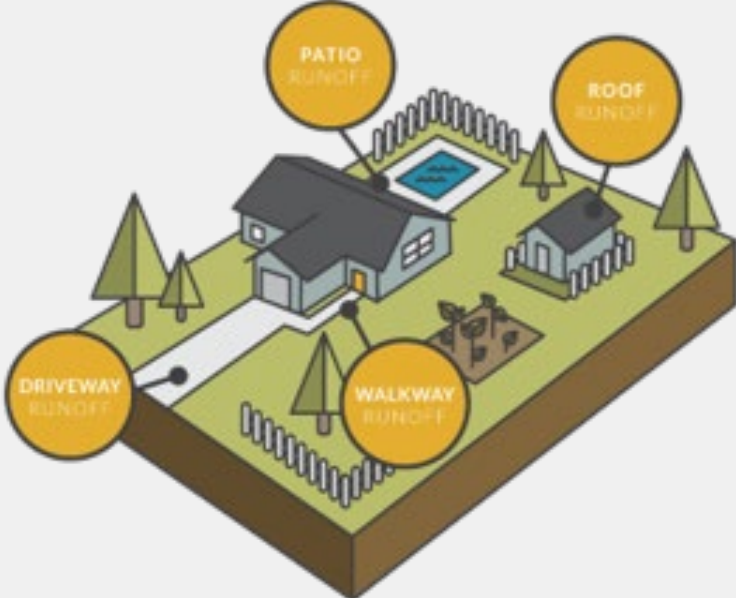
Increasingly Common in TX

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

Stormwater Fee Background

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

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



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

Single Family Residential

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

Non-Single Family Residential

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

Stormwater Rate Structure



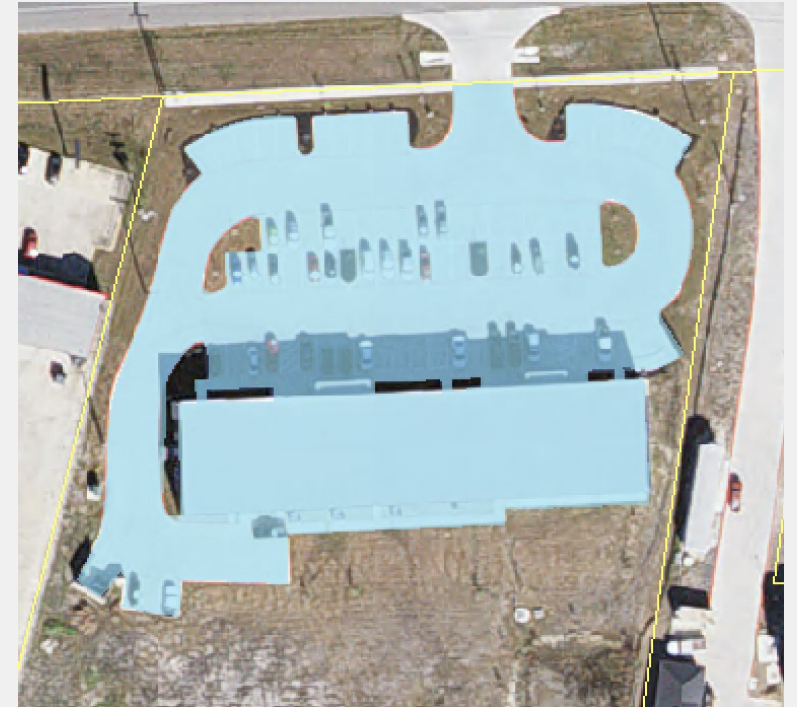
Single Family Residential

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

Non-Single Family Residential



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

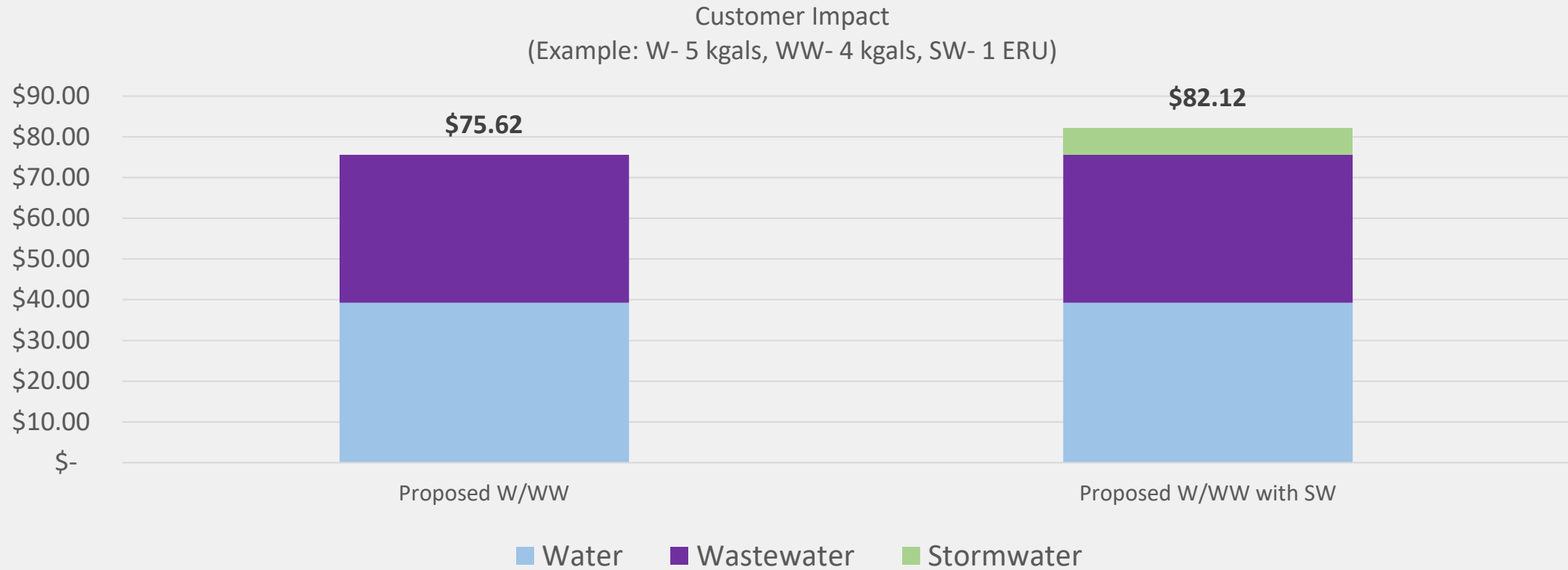


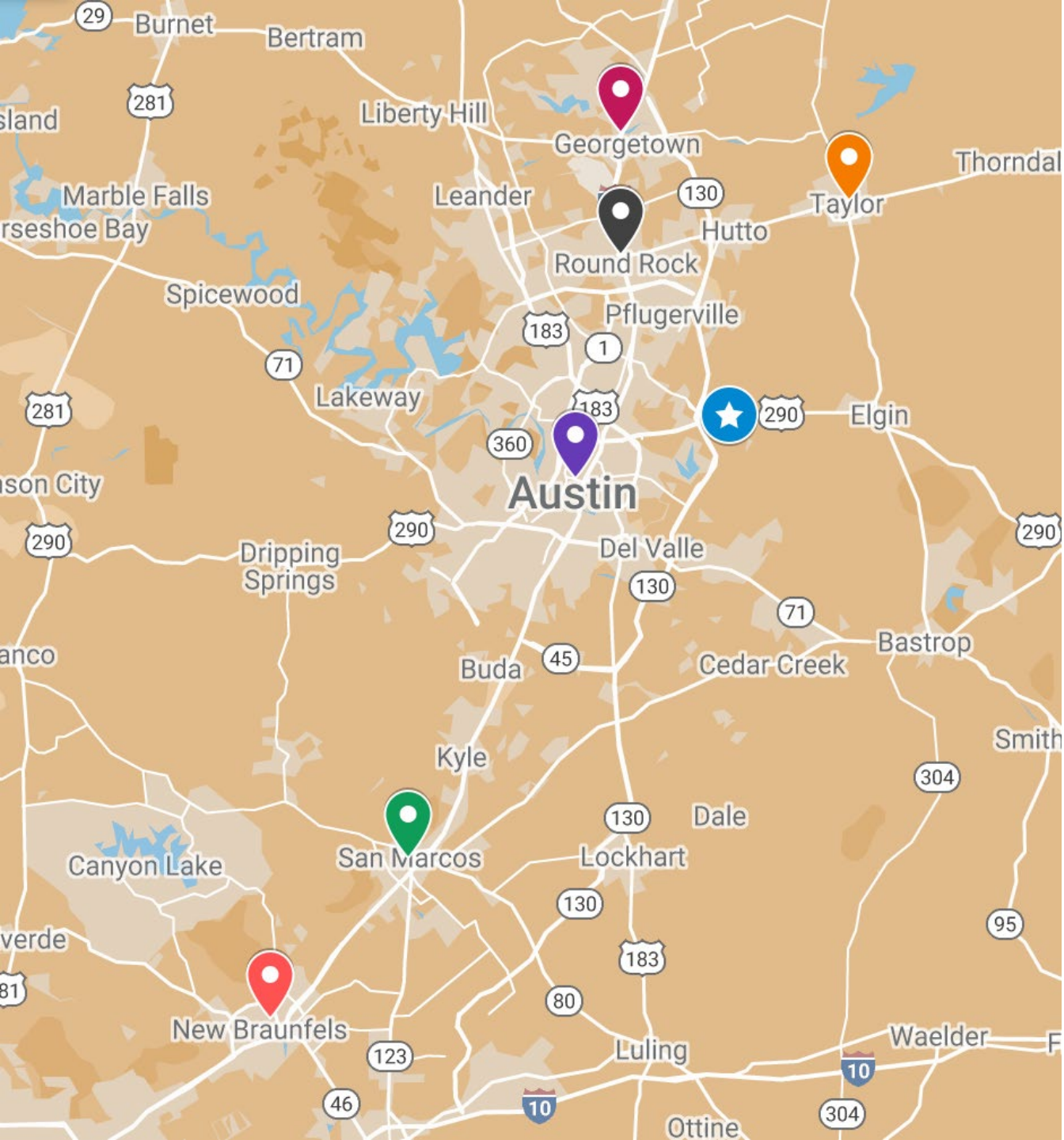
Example:

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








*Draft Rates from Feasibility Study

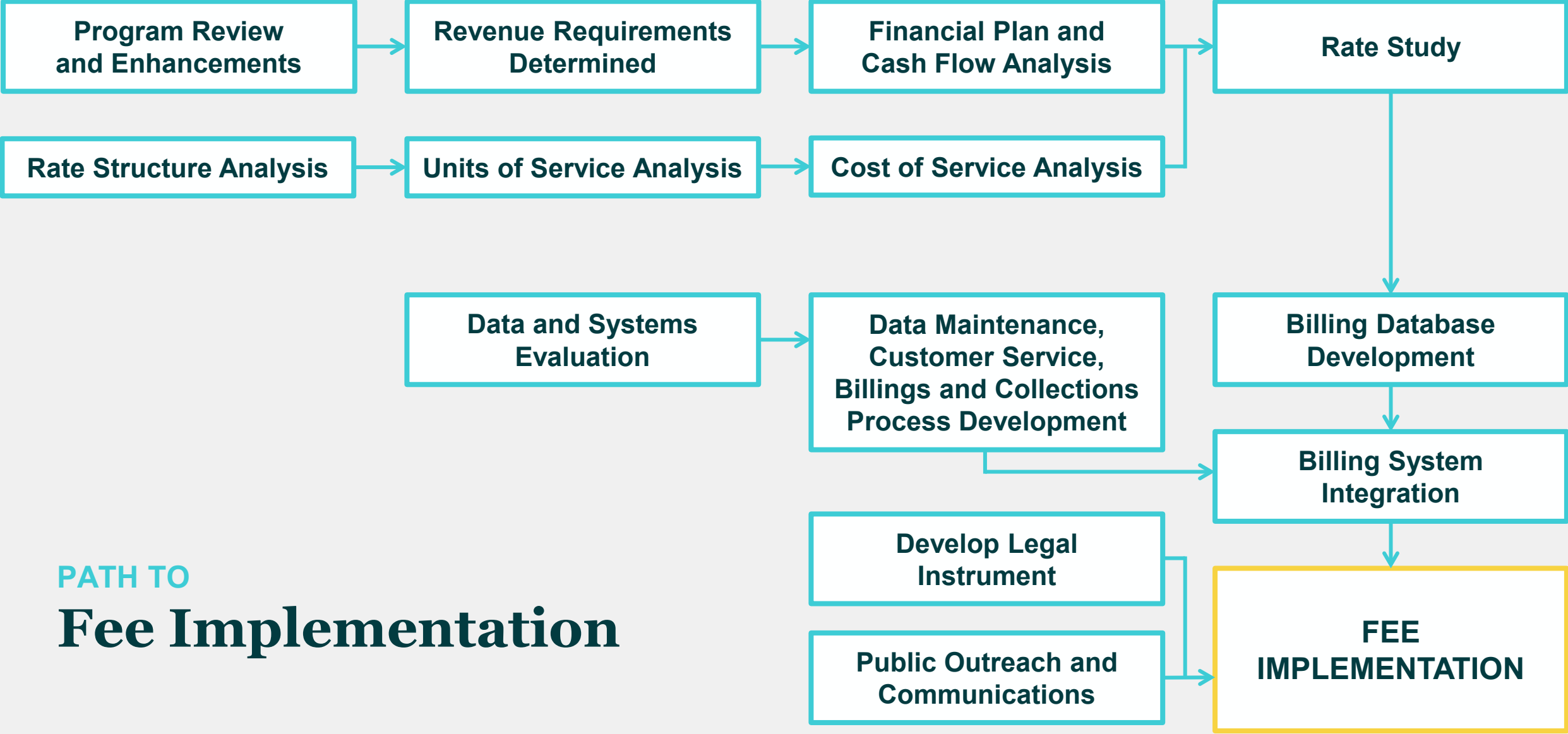
Combined W/WW/SW Customer Impact



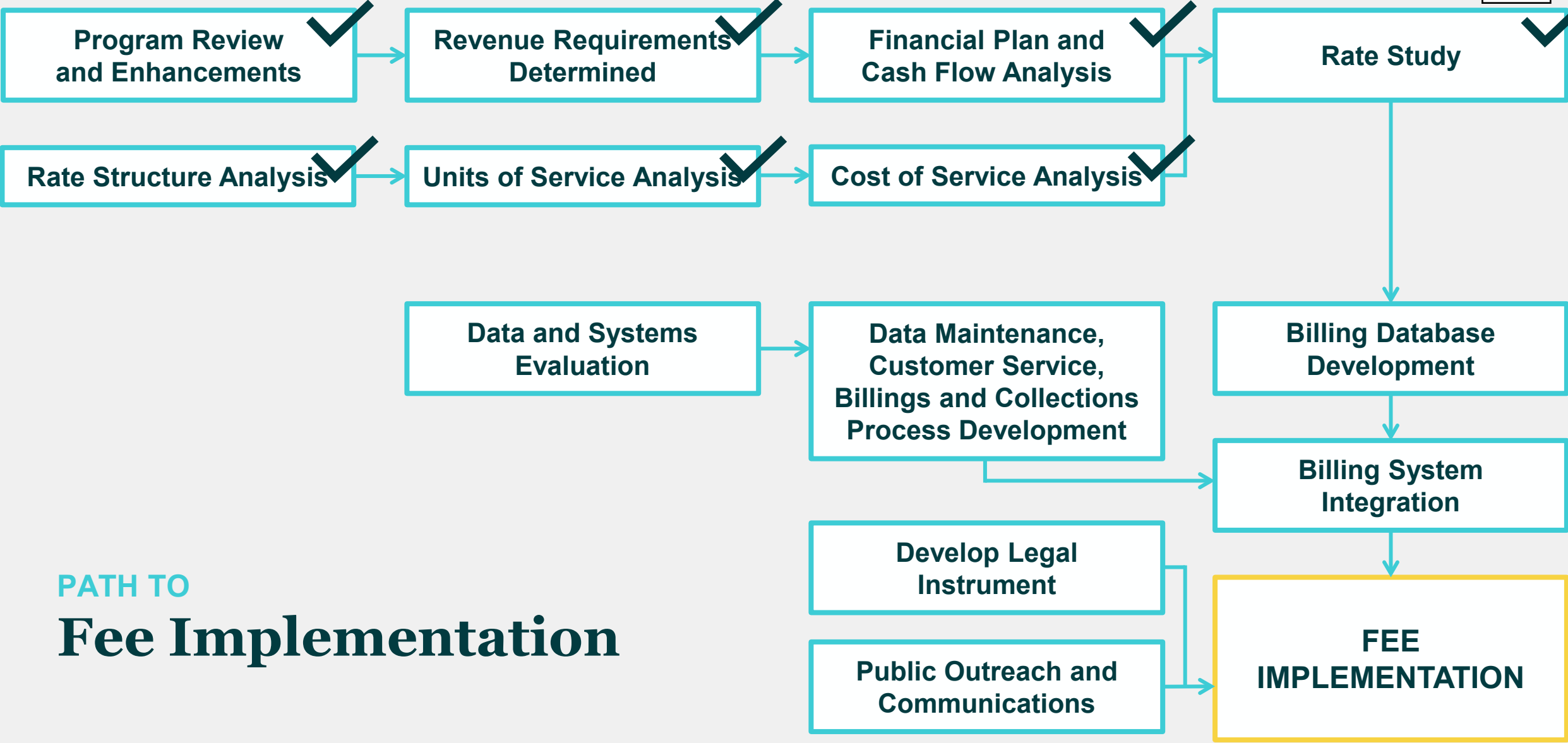


Fee Comparison

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



PATH TO
Fee Implementation



PATH TO
Fee Implementation

Seeking Direction on...

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



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

First Reading was approved at the March 1, 2023, Regular Council Meeting

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

- Annexation Ordinance No. 694
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

Staff recommends the City Council approve the second and final reading of Ordinance No. 694 annexing 8.517 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

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

ORDINANCE NO. 694

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

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

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

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

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

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

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

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

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

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

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

Being 8.517 acres of land, more or less, situated in the A.C. Caldwell Survey, Abstract No. 154, Travis County, Texas; said tract being all of Lots 6 and 7, Block 5, Manor Commercial Park III, an addition to the City of Manor, Texas according to the plat recorded in Document No. 200500033 of the Official Public Records of Travis County, Texas; said tract also being all of the tract of land described in Special Warranty Deed to the Easy Jet Drive, LP, recorded in Document No. 2021214226 of the Official Public Records of Travis County, Texas; said 8.517 acre tract being more particularly described in Exhibit “A.”

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

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

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

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

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

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

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

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

PASSED AND APPROVED SECOND AND FINAL READING on this the 15th day of March 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

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

DESCRIPTION of a 8.517 acre tract of land situated in the A.C. Caldwell Survey, Abstract No. 154, Travis County, Texas; said tract being all of Lots 6 and 7, Block 5, Manor Commercial Park III, an addition to the City of Manor, Texas according to the plat recorded in Document No. 200500033 of Official Public Records of Travis County, Texas; said tract also being all of a tract of land described in Special Warranty Deed to the Easy Jet Drive, L.P, recorded in Document No. 2021214226 of the said Official Public Records; said 8.517 acre tract being more particularly described as follows:

BEGINNING, at a 1/2- inch iron rod with "CARDINAL SURVEY" cap found in the north right-of-way line of Easy Jet Street (80-foot right-of-way) and in the south corner of Lot 5 of said Manor Commercial Park III and the west corner of said Lot 6;

THENCE, North 27 degrees, 15 minutes, 32 seconds East, departing the said north line of Easy Jet Street and along the east line of said Lot 5 and the west line of said Lot 6, a distance of 478.82 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap found in the south line of a tract of land described in Special Warranty Deed to Minnie Mae Harbers Vrazel recorded in Document No. 2020146894 of the said Official Public Records; said point also being the east corner of said Lot 5 and the north corner of said Lot 6;

THENCE, South 63 degrees, 23 minutes, 50 seconds East, along the north line of said Lots 6 and 7 and the said south line of Minnie Mae Harbers Vrazel tract, a distance of 773.80 feet to a 5/8-inch iron pipe found; said point being the east corner of said Lot 7 and the north corner of a tract of land described in Special Warranty Deed to Juanita Nava recorded in Document No. 2020095917 of the said Official Public Records;

THENCE, South 27 degrees, 18 minutes, 30 seconds West, departing the said south line of Minnie Mae Harbers Vrazel tract and along the east line of said Lot 7 and the west line of said Juanita Nava tract, a distance of 325.01 feet to a 2-inch Brass Monument found; said point being the west corner of said Juanita Nava tract and the north corner of Lot 3, Kimbro Road Estates, an addition to the City of Manor, Texas according to the plat recorded in of recorded in Volume 79, Page 12 of the Map Records of Travis County, Texas;

THENCE, South 27 degrees, 14 minutes, 32 seconds West, along the east line of said Lot 7 and the west line of said Lot 3, Kimbro Road Estates a distance of 162.20 feet to a 1/2-inch iron rod found; said point being the south corner of said Lot 7 and the east corner of Lot 8 of said Manor Commercial Park III;

THENCE, North 62 degrees, 06 minutes, 28 seconds West, departing the said west line of Lot 3, Kimbro Road Estates, along the south line of said Lot 7 and the north line of said Lot 8, a distance of 410.08 feet to a MAG Nail found; in the northerly line of the cul-de-sac of said Easy Jet Street and also being the southwest corner of said Lot 7 and the north corner of said Lot 8 and said point being the beginning of a non-tangent curve to the left;

THENCE, along the said northerly line of said cul-de-sac of Easy Jet Street and the southerly line of said Lots 6 and 7, the following three (3) calls:

Along said curve, having a central angle of 88 degrees, 24 minutes, 04 seconds, a radius of 64.00 feet, a chord bearing and distance of North 61 degrees, 37 minutes, 34 seconds West, 89.24 feet, an arc distance of 98.75 feet to a 1/2- inch iron rod found at the end of said curve; said point being the beginning of a non-tangent curve to the right;

Along said curve having a central angle of 43 degrees, 05 minutes, 10 seconds, a radius of 25.00 feet, a chord bearing and distance of North 84 degrees, 17 minutes, 02 seconds West, 18.36 feet, an arc distance of 18.80 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap found at the end of said curve;

North 62 degrees, 44 minutes, 28 seconds West, a distance of 257.16 feet to the **POINT OF BEGINNING**;

CONTAINING: 371,031 square feet or 8.517 acres of land, more or less.

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

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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Easy Jet Drive, LP, a Texas limited partnership (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

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

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

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

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

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

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

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

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

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

Section 1. Property Description. The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached and as described in **Exhibit A** attached hereto and incorporated herein.

Section 2. Services. The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

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

(1) Police protection as follows:

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

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

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

(3) Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management

service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

(4) Animal control as follows:

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

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

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

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

(8) Land use regulation as follows:

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

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

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

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

Texas.

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

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

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

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

line extensions requested will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the Effective Date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property's Landowner requests and is able to connect to the City's wastewater utility system.

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

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

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

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

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

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

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

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

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

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

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the Effective Date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a

developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(d) **Wastewater Improvements.** The following wastewater improvements shall be initiated prior to the Effective Date of the annexation and completed after annexation: the Wastewater Line Project attached hereto as **Exhibit B** and as further described in that certain Development and Annexation Agreement entered into by the Parties on _____, 20__.

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

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

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

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

Section 7. Legal Construction. If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

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

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

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

Section 11. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

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

Section 14. Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

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

[signature pages follow]

EXECUTED and AGREED to by the Parties this the ___ day of _____, 20__.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER:

Easy Jet Drive, LP, a Texas limited partnership

By: Easy Jet Drive-GP, LLC, a Texas limited liability company, its general partner

By: 
Name: Craig Levering
Title: Manager

Date: 2/7/2023

Exhibit A

Subject Property Description

DESCRIPTION of a 8.517 acre tract of land situated in the A.C. Caldwell Survey, Abstract No. 154, Travis County, Texas; said tract being all of Lots 6 and 7, Block 5, Manor Commercial Park III, an addition to the City of Manor, Texas according to the plat recorded in Document No. 200500033 of Official Public Records of Travis County, Texas; said tract also being all of a tract of land described in Special Warranty Deed to the Easy Jet Drive, LP, recorded in Document No. 2021214226 of the said Official Public Records; said 8.517 acre tract being more particularly described as follows:

BEGINNING, at a 1/2- inch iron rod with “CARDINAL SURVEY” cap found in the north right-of-way line of Easy Jet Street (80-foot right-of-way) and in the south corner of Lot 5 of said Manor Commercial Park III and the west corner of said Lot 6;

THENCE, North 27 degrees, 15 minutes, 32 seconds East, departing the said north line of Easy Jet Street and along the east line of said Lot 5 and the west line of said Lot 6, a distance of 478.82 feet to a 5/8- inch iron rod with “PACHECO KOCH” cap found in the south line of a tract of land described in Special Warranty Deed to Minnie Mae Harbers Vrazel recorded in Document No. 2020146894 of the said Official Public Records; said point also being the east corner of said Lot 5 and the north corner of said Lot 6;

THENCE, South 63 degrees, 23 minutes, 50 seconds East, along the north line of said Lots 6 and 7 and the said south line of Minnie Mae Harbers Vrazel tract, a distance of 773.80 feet to a 5/8-inch iron pipe found; said point being the east corner of said Lot 7 and the north corner of a tract of land described in Special Warranty Deed to Juanita Nava recorded in Document No. 2020095917 of the said Official Public Records;

THENCE, South 27 degrees, 18 minutes, 30 seconds West, departing the said south line of Minnie Mae Harbers Vrazel tract and along the east line of said Lot 7 and the west line of said Juanita Nava tract, a distance of 325.01 feet to a 2-inch Brass Monument found; said point being the west corner of said Juanita Nava tract and the north corner of Lot 3, Kimbro Road Estates, an addition to the City of Manor, Texas according to the plat recorded in of recorded in Volume 79, Page 12 of the Map Records of Travis County, Texas;

THENCE, South 27 degrees, 14 minutes, 32 seconds West, along the east line of said Lot 7 and the west line of said Lot 3, Kimbro Road Estates a distance of 162.20 feet to a 1/2-inch iron rod found; said point being the south corner of said Lot 7 and the east corner of Lot 8 of said Manor Commercial Park III;

THENCE, North 62 degrees, 06 minutes, 28 seconds West, departing the said west line of Lot 3, Kimbro Road Estates, along the south line of said Lot 7 and the north line of said Lot 8, a distance of 410.08 feet to a MAG Nail found; in the northerly line of the cul-de-sac of said Easy Jet Street and also being the southwest corner of said Lot 7 and the north corner of said Lot 8 and said point being the beginning of a non-tangent curve to the left;

THENCE, along the said northerly line of said cul-de-sac of Easy Jet Street and the southerly line of said Lots 6 and 7, the following three (3) calls:

Along said curve, having a central angle of 88 degrees, 24 minutes, 04 seconds, a radius of 64.00 feet, a chord bearing and distance of North 61 degrees, 37 minutes, 34 seconds West, 89.24 feet, an arc distance of 98.75 feet to a 1/2- inch iron rod found at the end of said curve; said point being the beginning of a non-tangent curve to the right;

Along said curve having a central angle of 43 degrees, 05 minutes, 10 seconds, a radius of 25.00 feet, a chord bearing and distance of North 84 degrees, 17 minutes, 02 seconds West, 18.36 feet, an arc distance of 18.80 feet to a 5/8- inch iron rod with “PACHECO KOCH” cap found at the end of said curve;

North 62 degrees, 44 minutes, 28 seconds West, a distance of 257.16 feet to the **POINT OF BEGINNING**;

CONTAINING: 371,031 square feet or 8.517 acres of land, more or less.

Exhibit B
Wastewater Line Project



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

First reading was approved at the March 1, 2023, Regular Council Meeting

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

- Annexation Ordinance No. 695
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

Staff recommends the City Council approve the second and final reading of Ordinance No. 695 annexing 5.470 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

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

ORDINANCE NO. 695

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

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

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

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

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

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

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

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

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

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

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

Being a 5.470 acre tract of land, more or less, situated in the A.C. Caldwell Survey, Abstract No. 154, Travis County, Texas, said tract being all of Lots 8, Block 5, Manor Commercial Park III, an Addition to the City of Manor, Texas according to the plat recorded in Document No. 200500033 of the Official Public Records of Travis County, Texas, said tract also being all of a 3.550 acre tract of land described in a deed recorded in Document No. 2021214229 of the Official Public Records of Travis County, Texas; said 5.470 acre tract being more particularly described in Exhibit "A."

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

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

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

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

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

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

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

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

PASSED AND APPROVED SECOND AND FINAL READING on this the 15th day of March 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

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

DESCRIPTION OF A 5.470 ACRE TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, SAID TRACT BEING ALL OF LOTS 8 BLOCK 5 MANOR COMMERCIAL PARK III, AN ADDITION TO THE CITY OF MANOR, TEXAS ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 200500033 OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT ALSO BEING ALL OF A 3.550 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2021214229 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 5.470 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 3.550 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 8, BLOCK 5, MANOR COMMERCIAL PARK III, AN ADDITION TO THE CITY OF MANOR, TEXAS ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 200500033 OF SAID OFFICIAL PUBLIC RECORDS,

THENCE, SOUTH 27 DEGREES, 16 MINUTES, 24 SECONDS WEST, ALONG THE EAST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 366.20 FEET TO THE SOUTHEAST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 62 DEGREES, 47 MINUTES, 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 421.37 FEET TO THE SOUTHWEST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 27 DEGREES, 53 MINUTES, 25 SECONDS EAST, ALONG THE WEST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 425.61 FEET PASSING A TERMINUS POINT OF SAID EASY JET STREET AND CONTINUING IN ALL A TOTAL DISTANCE OF 469.88 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND; SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT AND BEING ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET;

THENCE, ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET AND THE WESTERLY LINE OF SAID LOT 8 THE FOLLOWING TWO (2) CALLS:

ALONG SAID CURVE BEING THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET, HAVING A CENTRAL ANGLE OF 43 DEGREES, 05 MINUTES, 10 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES, 25 MINUTES, 59 SECONDS EAST, 18.36 FEET, AN ARC DISTANCE OF 18.80 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND AT THE END OF SAID CURVE; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 13 DEGREES, 38 MINUTES, 53 SECONDS, A RADIUS OF 64.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES, 56 MINUTES, 49 SECONDS WEST, 15.21 FEET, AN ARC DISTANCE OF 15.25 FEET TO THE END OF SAID CURVE, AND THE NORTHWEST CORNER OF SAID LOT 8;

THENCE, SOUTH 62 DEGREES, 06 MINUTES, 28 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 410.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 27 DEGREES, 14 MINUTES, 32 SECONDS WEST, A DISTANCE OF 205.01 FEET, ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING; CONTAINING: 238,276 SQUARE FEET OR 5.470 ACRES OF LAND, MORE OR LESS.

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

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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Maddtex Drive, LP, a Texas limited partnership (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

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

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

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

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

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

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

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

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

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

Section 1. Property Description. The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached and as described in **Exhibit A** attached hereto and incorporated herein.

Section 2. Services. The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

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

(1) Police protection as follows:

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

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

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

(3) Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management

service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

(4) Animal control as follows:

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

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

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

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

(8) Land use regulation as follows:

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

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

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

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

Texas.

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

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

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

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

line extensions requested will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the Effective Date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property's Landowner requests and is able to connect to the City's wastewater utility system.

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

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

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

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

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

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

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

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

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

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

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the Effective Date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a

developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(d) **Wastewater Improvements.** The following wastewater improvements shall be initiated prior to the Effective Date of the annexation and completed after annexation: the Wastewater Line Project attached hereto as **Exhibit B** and as further described in that certain Development and Annexation Agreement entered into by the Parties on _____, 20__.

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

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

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

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

Section 7. Legal Construction. If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

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

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

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

Section 11. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

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

Section 14. Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

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

[signature pages follow]

EXECUTED and AGREED to by the Parties this the ___ day of _____, 20__.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER:

Maddtex Drive, LP, a Texas limited partnership

By: Maddtex Drive-GP, LLC, a Texas limited liability company, its general partner

By: 
Name: Craig Levering
Title: Manager

Date: 2/7/2023

Exhibit A

Subject Property Description

DESCRIPTION OF A 5.470 ACRE TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, SAID TRACT BEING ALL OF LOTS 8 BLOCK 5 MANOR COMMERCIAL PARK III, AN ADDITION TO THE CITY OF MANOR, TEXAS ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 200500033 OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT ALSO BEING ALL OF A 3.550 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2021214229 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 5.470 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 3.550 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 8, BLOCK 5, MANOR COMMERCIAL PARK III, AN ADDITION TO THE CITY OF MANOR, TEXAS ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 200500033 OF SAID OFFICIAL PUBLIC RECORDS,

THENCE, SOUTH 27 DEGREES, 16 MINUTES, 24 SECONDS WEST, ALONG THE EAST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 366.20 FEET TO THE SOUTHEAST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 62 DEGREES, 47 MINUTES, 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 421.37 FEET TO THE SOUTHWEST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 27 DEGREES, 53 MINUTES, 25 SECONDS EAST, ALONG THE WEST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 425.61 FEET PASSING A TERMINUS POINT OF SAID EASY JET STREET AND CONTINUING IN ALL A TOTAL DISTANCE OF 469.88 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND; SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT AND BEING ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET;

THENCE, ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET AND THE WESTERLY LINE OF SAID LOT 8 THE FOLLOWING TWO (2) CALLS:

ALONG SAID CURVE BEING THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET, HAVING A CENTRAL ANGLE OF 43 DEGREES, 05 MINUTES, 10 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES, 25 MINUTES, 59 SECONDS EAST, 18.36 FEET, AN ARC DISTANCE OF 18.80 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND AT THE END OF SAID CURVE; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 13 DEGREES, 38 MINUTES, 53 SECONDS, A RADIUS OF 64.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES, 56 MINUTES, 49 SECONDS WEST, 15.21 FEET, AN ARC DISTANCE OF 15.25 FEET TO THE END OF SAID CURVE, AND THE NORTHWEST CORNER OF SAID LOT 8;

THENCE, SOUTH 62 DEGREES, 06 MINUTES, 28 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 410.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 27 DEGREES, 14 MINUTES, 32 SECONDS WEST, A DISTANCE OF 205.01 FEET, ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING; CONTAINING: 238,276 SQUARE FEET OR 5.470 ACRES OF LAND, MORE OR LESS.

Exhibit B
Wastewater Line Project



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

- Finance – Lydia Collins, Director of Finance
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Ryan Smith, Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Community Development – Debbie Charbonneau, Heritage and Tourism Manager
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Matt Woodard, Director of Public Works
- Manor Cemetery – Nora Sanchez, MC Manager
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

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

- February 2023 Department Monthly Reports

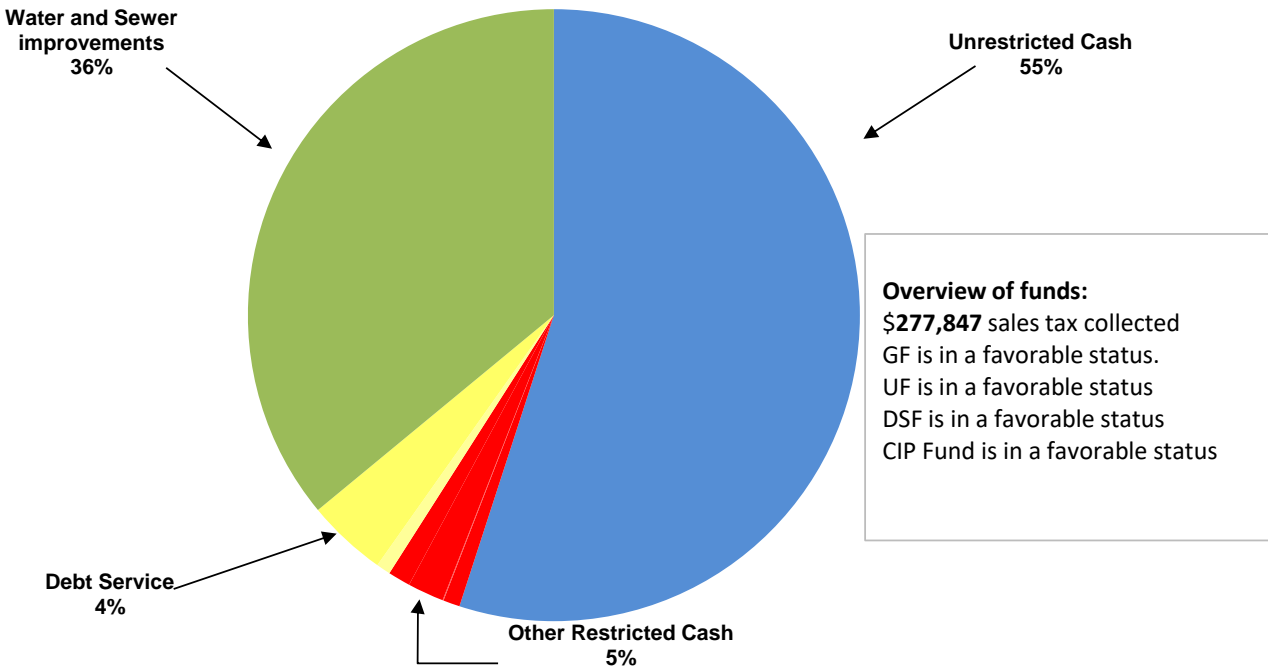
STAFF RECOMMENDATION:

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

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

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

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	24,918,021	12,586,270				37,504,291
Restricted:						
Tourism				601,712		601,712
Court security and technology	32,221					32,221
Rose Hill PID				1,310,217		1,310,217
Customer Deposits		811,159				811,159
Park	513,491					513,491
Debt service			2,881,889			2,881,889
Capital Projects						
Water and sewer improvements				8,668,375	15,870,622	24,538,997
TOTAL CASH AND INVESTMENTS	\$ 25,463,732	\$ 13,397,430	\$ 2,881,889	\$ 10,580,304	\$ 15,870,622	\$ 68,193,977









Manor Police Department

Monthly Report February 2023



Manor Police Department By The Numbers February

	1151 Number of calls for service	41 Average calls per day
	Total Training Hours	91
	Mental Health Calls	10
	Juvenile Detentions	4

Interactions



5

Community Events

0

Hosted Events

5

External Events



0:02:26

Average response time



2.5

The average number of people an officer interacts with per call



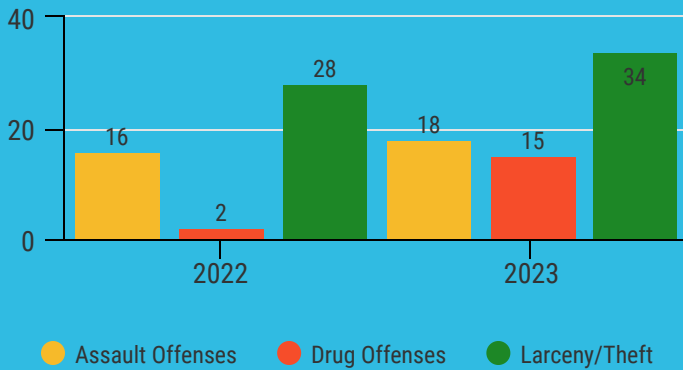
2,878

The estimated number people officers interact with on calls alone

Criminal Offenses

National Incident Based Reporting System

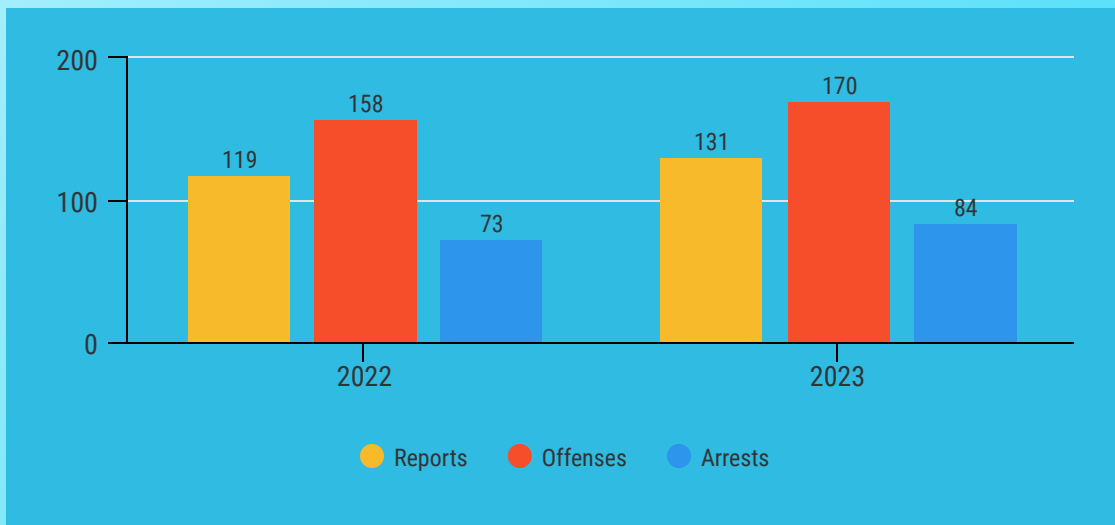
Group A Offenses February 2022/2023 Comparison



Offense Group	February 2022	February 2023
Group A*	74	77
Group B	61	61

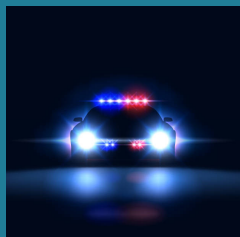
Crime Type	February 2022	February 2023
Persons	17	16
Property	37	35
Fraud	17	6
Crimes against Children	0	5

Incident Reports, Total Offenses, and Arrests



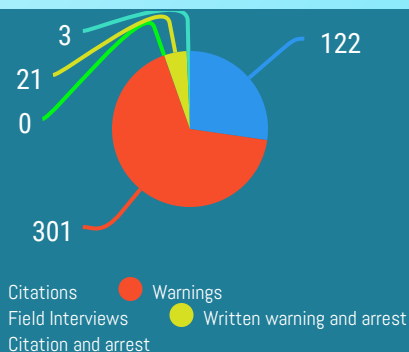
*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.
 Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses,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

Traffic Enforcement Analysis



447

Total traffic stops conducted



24

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



39 searches out of 447 stops

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



23

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

Traffic Enforcement Analysis



19
Crashes

1
Involving Alcohol
or Drugs

28
DWI
Arrests

DWI Arrests by the numbers*



Manor Police Department DWI Profile - February 2023

	Sunday 11	Monday 2	Tuesday 4	Wednesday 2	Thursday 1	Friday 6	Saturday 2
Total Cases 28							
Average BAC: 0.144							
Gender 11% Female, 89% Male							
Race Hispanic: 20, Black: 7, White: 1							
Age Group 21 to 29: 13, 30 to 39: 9, 40 to 49: 4, 50 to 59: 2							
Suspected Impairment Alcohol Only: 25, Alcohol and Drug: 3							
Reason for Contact							12 AM: 7
Weaving/Fail to maintain single lane							11
911 call or Dispatched							8
Suspicious Vehicle/Welfare Concern							7
Speeding							7
Almost striking object or vehicle							6
Varying speed							5
Unnecessary acceleration or deceleration							5
Slow or failing to respond to officer's signals							3
Ran stop sign/light							3
Turning with a wide radius or improper turn							2
Inappropriate or unusual behaviour (throwing ..							2
Failure to signal or signal inconsistent with acti..							2
Expired Registration							2
Driving on other than designated roadway							2
Driving in opposing lanes or wrong way							2
Defective Equipment							2
Stopping problems (too far, too short, or to jer..							1
Stopping in lane for no apparent reason or unre..							1
Requested by other officer							1
Improper or unsafe lane change							1
Crash							1
							1 AM: 4
							2 AM: 4
							3 AM: 1
							4 AM: 1
							7 AM: 1
							6 PM: 1
							7 PM: 2
							8 PM: 1
							9 PM: 2
							11 PM: 4



Travis County Emergency Services District No.12

Item 5.

Office of the Fire Chief

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

Operational/Prevention Summary – February 2023

Calls - Month

2023 - 400
 2022 - 382
 2021 - 449

Calls by Unit

Eng1201 - 100 SQ1201 - 136
 Eng1202 - 103 Eng1203 - 137
 Bat1201 - 37 FMO1201 – 3,
 151 call reviews

Calls - CYTD

2023 - 844
 2022 - 802
 2021 - 799

AVG Response Time - Month

9 min, 08 sec

AVG Response Time - CYTD

8 min, 49 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	9	5	18	12
Bastrop Co. ESDs	0	0	0	0
BT1/ESD 13	0	0	0	0
Elgin VFD	1	0	1	1
TC ESD 2	15	15	27	29
TC ESD 11	7	0	13	0
TC ESD 9/6/3	0	0	15	0
WILCO Dept's	0	0	6	6
-----	-----	-----	-----	-----
TOTAL	32	20	80	48

Incident by Type

100 Fire.....	62	200 Rupture/Explosion...	0	300 EMS/Rescue	245
400 Hazardous Condition.	19	500 Service Call.....	20	600 Good Intent.	40
700 False Calls.....	12	900 Other.....	0	800 Nat. Disaster	0

Training and Events

- Live fire training at ESD11
- Workplace Harassment training rescheduled due to ice storm
- DCPE Education Hour Training
- DCPE 2nd Quarter training MCI/Triage
- Lion's Club First Responder dinner
- Tender delivery training

Awards and Recognition

- LT Prado 7yrs.
- FE Palous, FF Carter, FF Palacios 2yrs.
- FF Garcia 1yr



Travis County Emergency Services District No.12

Item 5.

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11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

Operational/Prevention Summary – February 2023

Prevention Division Activities (ESD/CoM)

Builder | Developer Mtgs.....3 (3/0)
Reviews.....18 (11/7)
Under Review.....12 (6/6)
Re-submittals.....6 (3/3)
Approvals / Permits Issued.....13 (8/5)
Awaiting Response from Applicant.....4 (2/2)
Review Turn-Around (AVG last 30 days) 8 days

Site Visits.....57
Initial Inspections45 (36/9)
Reinspection.....12 (10/2)
Residential Inspections.....2
Investigation Responses.....9 (9/0)
Hydrant Inspections/Tests.....8

###



MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: March 15, 2023

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

- Continuing Hubspot initialization and training with IT Dept.; will include additional staff in future training.
- Still pursuing legal review of draft Chapter 380 Agreement from Greenview Development on Manor Commons Phase 3 by City Attorney for submittal to Council of developer incentives request.
- Met with branding consultant Buie & Co. and department heads; developing RFQ.
- Attended 2 Zoom calls with Ryan Companies and Whole Foods to discuss Hill Land improvements by City, timeline and occupancy in April.
- Attended Senior Access Advisory Council Zoom meeting.
- Follow-up with all Project List prospects.
- Follow-up on Drayer property with buyer's and seller's brokers; due diligence ongoing; on track to close end of March.
- Awaiting word from Hanwha from broker yet on Zalaram purchase or other alternatives; awaiting one figure to complete Economic Impact Analysis.
- Researched and met with Bickerstaff's counsel Gregory Miller re: establishing approved PFC to help fill Manor's housing gap and RFP for affordable housing developer prospects.
- Met with Austin ED Director Sylvania Holt-Rabb.
- Met with CSW Development, Wonik QnC (from Korea), BuildBlock (about 107 W. Boyce), The Retail Connection (Manor Crossing Pre-Dev Meeting), owners of 101 N. Lexington, Greenfield OZ (CAYSA), Vault Partners (24 acres adjoining Zalaram 52 ac), Wonik Materials (from Korea), PflugerArchitects.
- Hanwha (from Korea) site tour #2.
- Attended Black History Month Lunch at St. David's, attended Manor Chamber of Commerce Monthly meeting, met with Austin Business Journal.
- Met with BVRT regarding private option for new wastewater treatment plant.
- Attended two City Council Meetings, one Parliamentary Procedures Workshop, and two City Staff Meetings.

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

February 1-28, 2023

Description	Projects	Valuation	Fees	Detail
Commercial Accessory	1	\$0.00	\$127.00	
Commercial Electrical	1	\$2,000.00	\$0.00	
Commercial Irrigation	1	\$48,400.00	\$4,822.00	
Commercial New	1	\$581,536.92	\$18,087.80	Sherwin Williams
Commercial Plumbing	1	\$500.00	\$172.00	
Commercial Remodel/Repair	1	\$350,000.00	\$2,087.00	Starbucks
Commercial Sign	2	\$23,400.00	\$585.44	
Residential Deck/Patio	1	\$8,000.00	\$227.00	
Residential Demolition	1	\$0.00	\$95.00	
Residential Driveway	1	\$0.00	\$97.00	
Residential Electrical	4	\$77,997.06	\$428.00	
Residential Foundation Repair	1	\$0.00	\$97.00	
Residential Irrigation	23	\$26,500.00	\$2,461.00	
Residential Mechanical-HVAC	1	\$0.00	\$107.00	
Residential New	86	\$27,210,570.90	\$666,555.00	
Residential Plumbing	2	\$4,908.00	\$214.00	
Right of Way	3	\$0.00	\$302.00	
Totals	131	\$28,333,812.88	\$696,464.24	

Total Certificate of Occupancies Issued: 52

Total Inspections(Comm & Res): 1,452

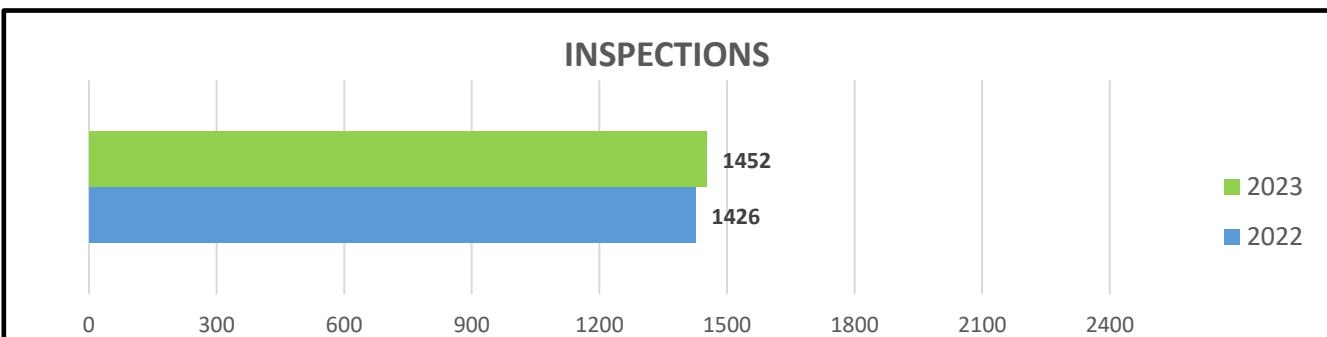
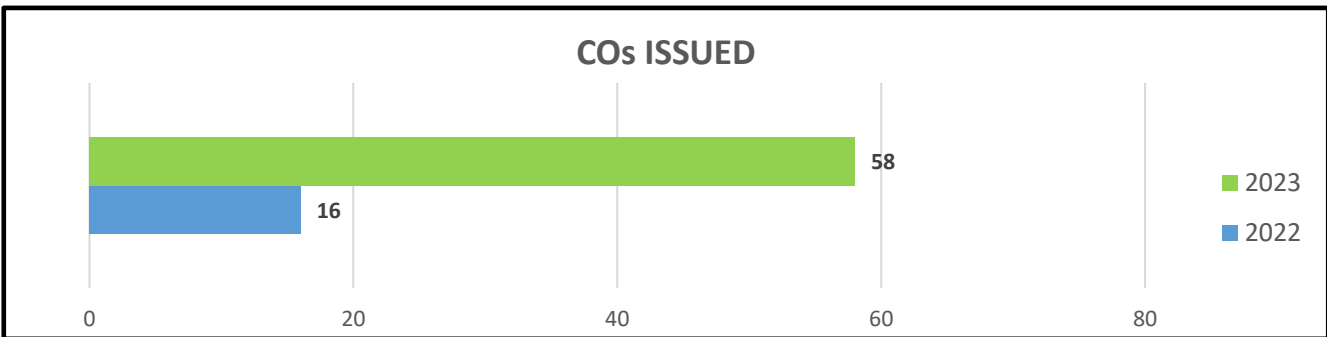
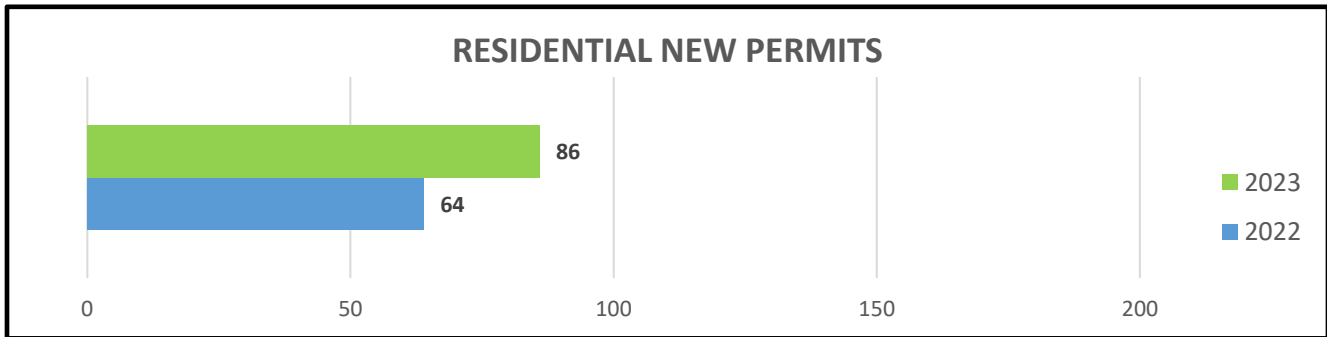
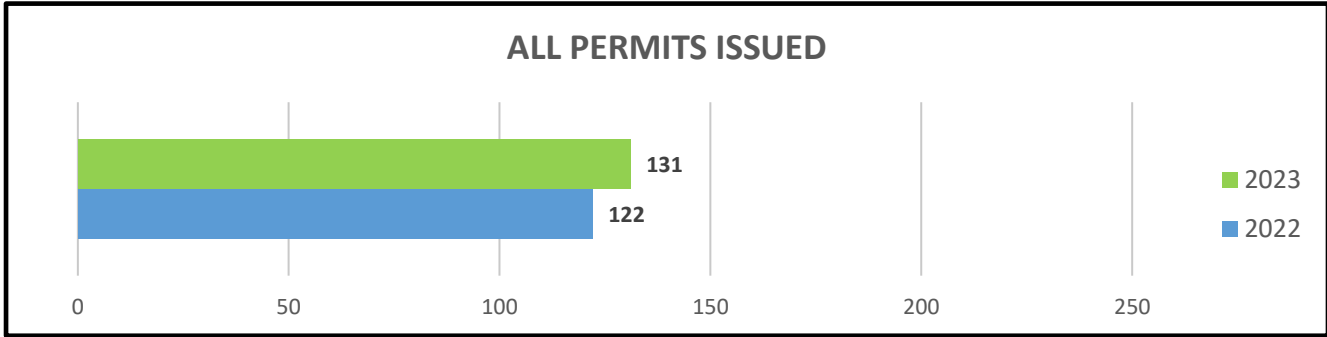
Scott Dunlop, Development Services Director





February 2023

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR



*Charts displayed at different scales



MEMO

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

COMMUNITY MEETINGS

- Chamber of Commerce Executive Board Meeting – Monday, February 6, 2023
- Chamber of Commerce Executive Committee Meeting – Tuesday, February 21, 2023
- Chamber of Commerce Board Meeting – Monday, February 6, 2023
- Chamber of Commerce Board Meeting – Monday, March 6, 2023
- Chamber of Commerce February Monthly Membership Meeting – Thursday, February 9, 2023
- Chamber of Commerce March Monthly Membership Meeting – Thursday, March 9, 2023
- City Council State of the City – Monday, February 6, 2023
- City Council Meeting – Wednesday, February 15, 2023
- City Council Meeting – Wednesday, March 15, 2023
- Staff Meeting – Tuesday, February 14, 2023
- Staff Meeting – Tuesday, February 21, 2023
- Staff Meeting – Tuesday, March 7, 2023
- Juneteenth Meeting – Monday, March 6, 2023
- Texas Downtown Association Meeting – Tuesday, February 7, 2023
- Manor Heritage Society Black History Planning Meeting – Thursday, February 16, 2023
- Manor Heritage Society Black History Month Celebration Lunch – Friday, February 24, 2023
- Elgin Chamber of Commerce Meeting – Tuesday, February 21, 2023
- Austin Business Journal Summit Meeting – Wednesday, March 15, 2023

BUSINESS CONTACTS/VISITS

I made 28 business contacts/visits for the months of February & March 2023.



MEMO

EVENTS

SMALL BUSINESS COFFEE – MARCH 22, 2023

I am holding the coffee on Small Business Emergency Preparedness. Deidre Pattillo from the SBDC will present the program. The program includes the following:

WOULD YOUR BUSINESS SURVIVE IF....

- The road to your business closes as result of contraction or bad weather?
- A key supplier/customer goes out of business:
- A key employee gets sick for an extended period of time?

WHY PREPARE:

From workplace disruptions to natural and man-made disasters, as a small business owner, you should be ready for anything. Unexpected events can quickly interrupt your business putting you and your employees at risk. If you are not prepared, your business could shut down forever. This session discusses those areas critical to protecting your business, employees, and the community, as well as resources to develop your own business continuity plan.

MANOR ARTISANS MARKET – FEBRUARY 19, 2023 & MARCH 19, 2023

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

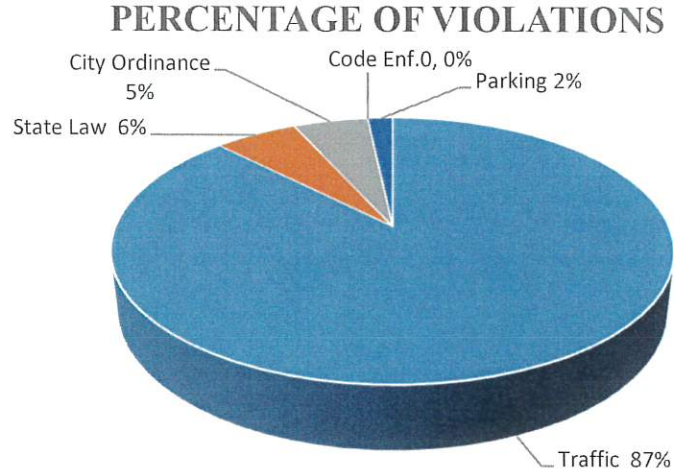
MANOR COMMUNITY FARMER’S MARKET

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

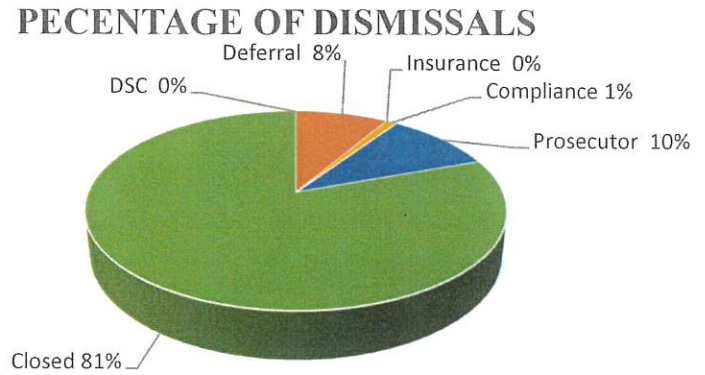
MANOR HERITAGE SOCIETY BLACK HISTORY MONTH LUNCH – The lunch was held on Friday, February 24, 2023 in the Parish Hall at St. Joseph’s Catholic. The Society partnered with the City and it was a huge success and well attended.

City of Manor Municipal Court FEBRUARY 2023

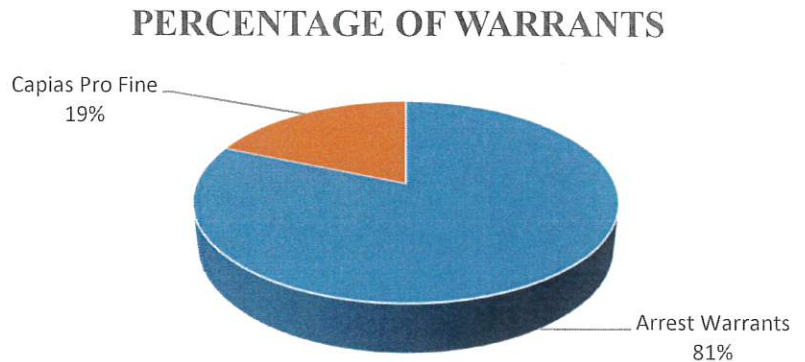
Violations Filed	Feb-23	Feb-22
Traffic	154	109
State Law	10	21
City Ordinance	9	12
Code Enforcement	0	7
Parking	3	4
Total	176	153



Dismissals	Feb-23	Feb-22
DSC	0	5
Deferral	18	11
Insurance	0	2
Compliance	2	2
Prosecutor	21	37
Closed	170	188
Total	211	245



Warrants	Feb-23	Feb-22
Arrest Warrants	52	92
Capias Pro Fine	12	15
Total	64	107



Money Collected in February 2023

Kept By City	\$28,424.82
kept By State	\$9,864.51
Total	\$38,289.33

Money Collected in February 2022

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



MEMO

To: Mayor and City Council Members
From: Matt Woodard, Director of Public Works
Date: March 8, 2023
RE: February Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

Water Production & Purchase

In February, 7% of the water we supplied to our residents was from our wells, and purchased 93 % from EPCOR and Manville WSC.

Population

City of Manor- 19,757

Shadowglen- 7,211

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
March 1st, 2023

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Cottonwood Creek Wastewater Collection System Improvements Project 14621 – Addendum #49	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	The Lift Station startup was on 12/7/2022. Successful Genset start-up and load banking testing on 1/26/23. The contractor is working on the punch list items. Conducted a walkthrough and punch list on the WWCS.	99%
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12" gravity wastewater main	Reviewing proposed mitigation to correct issues on Bastrop.	99%
CIP W-15 FM973 WL 14757 - SOW No. 2	12" Water Line from downtown to Manor Commons area	Final pay application under review. Waiting for closeout documentation from the contractor.	99%
Pavement Management Program 14843 - SOW No. 3	Pavement Assessment and Management Program	GBA has completed driving the roads. Cassie doing QAQC, and data will be processed and in the system by May. 80/20 forecast will be conducted. Pauline will provide Matt with a rolling 5-year list for future repairs once the data is analyzed and street rankings are updated.	Reviewing field data
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin	The easement has been purchased. R Construction is reworking the change order and pump and haul invoices. Challenging pump and haul cost	Construction Phase
Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Meeting with the City on Friday 3/3 regarding updates. Analysis of the alternate routes is in progress, conducting an internal review of the design memo and OPC.	Construction Documents

Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	Waiting on SCADA information. Waiting on an update for the Shadow glen Golf Course Easement – Scott Moore	Working on Construction documents.
FM 973 and US 290 Water Lines, CIP W-15 & W-16 15110.01 - SOW No. 10	Water line extensions along FM973 and US 290	Conducted a meeting with City Staff to go over the proposed layout. Working on internal review from the redlines. Alignment is being adjusted per information provided by Manville WSC.	Preliminary Engineering
Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth	The project was awarded on February 15, 2023. Construction Documents are being processed and reviewing submittals. Expecting executed contract Friday or Monday. Received first submittal. Scheduling pre-con meeting.	Contract Award
FY 2021 Paving Improvements Project 15125 - SOW No. 11	Capital Metro BGA and City-Funded paving improvements	Working on preparing the final change order to close out the project. Waiting on documentation from the contractor.	Under construction.
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Incorporate 600 LUEs from the Lanzola developer into the design, Plan & memo under internal review, before City review.	Preliminary Engineering
Cottonwood Creek WWTP Phase II Expansion 15130 - SOW No. 9	Developer-funded expansion of the plant	Finish preliminary design. Working on incorporating additions from the Phase 1 walk-through (bathroom, walkway, etc.). Met with City last week. <u>Tentative schedule:</u> 60% plans – 4/1/23 95% plans – 5/15/23 Bid documents – 6/15/23	Working on Construction Documents
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	All grant-required preliminary engineering is complete. Grant Admin. waiting on the executed purchase agreement for the plant	Design Phase Engineering

		site to submit an application package.	
210 Reuse Authorization Application 15284 - SOW No. 17	Application for reclaimed water authorization for the Cottonwood Creek WWTP as part of the Lease/Purchase Contract	Application amended to include additional uses, per City Staff request. Received TCEQ's comments. Matt signed the notification of the written approval document last week. Email submittal went out Friday, hard copy was mailed via USPS today, 2/22/2023.	Application Submitted, Under Review
Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Contract approved at September 7 Council Meeting. Major Goals: Develop & calibrate sewer model; Use a model to estimate timing & location of capacity needs; Develop & choose improvement alternatives to address capacity needs	Complete: Survey of MHs & lift stations to be modeled In progress: QC of survey data Future flow projections Upcoming: Data Collection & Existing Conditions Summary TM Model setup	Study Phase
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	Working on distribution system water model. Adding demands and rules to the water model. Gathered all fire flow data to calibrate the water model.	Study Phase
2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Update to the impact fee program	At the last meeting, the CIP projects were reviewed and approved. While we are waiting on the population growth factor to be reviewed by Council, the focus will turn to roadway impact fees.	The next meeting is on March 8, 2023
Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	Preliminary layout complete. On hold until DA with developer gets worked out.	Preliminary engineering.
2023 Sanitary Sewer Evaluation Study 15333 - SOW No. 22	Contract approved at September 7 Council Meeting.	We received the final batch of CCTV last week. We have finished review of it and have incorporated the results into the report. The report is undergoing internal QC.	Study Phase

<p>FY2022 Bond-Funded Water, Wastewater, and Roadway Improvement Project XXXXX - SOW No. 23</p>	<p>Contract approved at September 7 Council Meeting.</p>	<p>The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements. Hill lane – construct entrada entrance first, update on a drainage easement location for outfall</p>	<p>Working on the preliminary layout for FM 973 Waterline.</p>
<p>Cottonwood Creek WWTP Permit Amendment 15402.00 - SOW No. 24</p>	<p>Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD</p>	<p>Sent out an application package to the city for review on 1/26/2023. Check sent out to TCEQ on 1/26/2023. Waiting for the lab results for the permit application.</p>	<p>Permit Application Generation</p>

Streets and Parks Monthly Report February 2023

Daily Duties and Projects 2-1-2023 / 2-28-2023

Streets Maintenance

Worked Ice Event by sanding streets and clearing broken tree branches out of the streets.

Streets/Parks Maintenance

Worked on tree debris cleanup throughout the city for the month of February.

395 tree debris piles of brush at homes picked up by city staff.

128 trailer loads of brush hauled by city staff and chipped.

208 loads of brush dropped off at the South site (Church) by residents.

186 loads of brush dropped off at North site (School) by residents.

Around 12,000 cubic yards of brush collected.

Shade structures and playscape with swing set has been installed at Timmermann Park.

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

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

Weekly irrigation checks.

Playground and play scape monthly safety checks.

Scheduled weekly Park mowing maintenance completed.

Friday afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities completed.

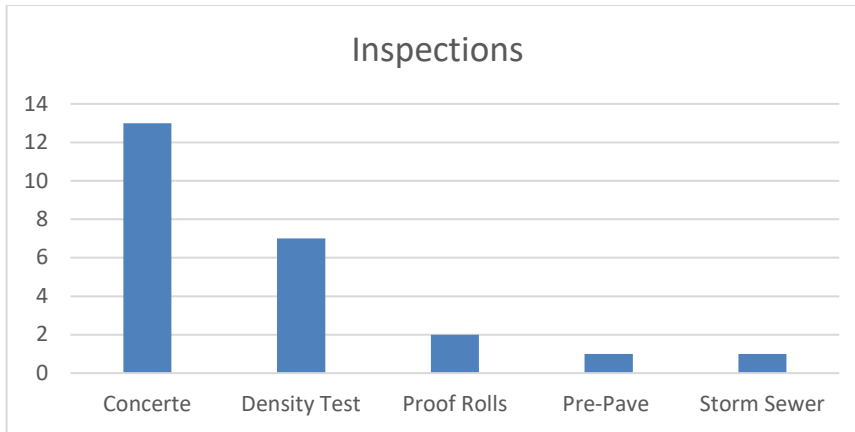
Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty.

646 inspections done this month.

2 MS4 reports submitted this month as required by TCEQ.



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

Presidential Heights Phase 6 – homes are being built.

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

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

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

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

Manor Heights – Phase I Sec. 1- homes are being built. 2-year walkthrough has been done.

Manor Heights – Phase I Sec. 2- homes are being built. 1 year walkthrough has been done.

Manor Heights – Phase II Sec. 1- homes are being built.

Manor Heights – Phase II Sec. 1B & 2B contractor in building process.

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

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

Manor Heights Phase 4 – development process.

LA Mexicana – about to start development process.

North Forest Office Building – development process.

Manor New Tech – development process

Manor Crossing (Butler Tract)

Manor Commons wastewater and water improvements in process.

Logos Phase 3- waiting on homes to be built.

Logos Phase 4 homes are being built.

Logos Phase 5 waiting to build houses.

Logos Phase 5 walkthrough has been completed.

Lagos Phase 2- homes are being built.

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

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

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

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

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

Palomino Subdivision - development process.

Presidential Glen Commercial WW – in development process.

WATER/ WASTEWATER MONTHLY REPORT FEBRUARY

WASTEWATER	TASK COMPLETED
SERVICE CALLS	10
MANHOLES REPAIRED	
SEWER BACKUPS	6
NUMBER OF LINES FILMED	
TAPS	
LINES REPAIRED	
LINES LOCATED	
LINES CLEANED	
MANHOLES CLEANED	
CLEANOUTS REPAIRED	2
SEWER SMELL	1
WATER	TASK COMPLETED
SERVICE CALLS	113
WATER LEAKS SERVICE LEAKS	2
CUSTOMER LEAKS	9
WATER MAIN REPAIRS	5
NEW SERVICE TAPS	2
HYDRANT MAINTENANCE	
HYDRANT FLUSHED	50
HYDRANT REPAIR/REPLACED	
ISOLATION VALVE MAINTENANCE	
ANGLE STOPS REPLACED	1
LINES LOCATED	2
MANVILLE BROWN WATER	
MANVILLE PRESSURE	13
BROWN WATER	11
WATER PRESSURE/ FROZEN CUSTOMER PIPES	8
WATER TURN ON/OFF	2
BAC T SAMPLES	10
METER BOX	

WATER/ WASTEWATER MONTHLY REPORT FEBRUARY

INSPECTIONS WATER/ WASTEWATER	TASK COMPLETED
SITES INSPECTED	240
MANHOLES INSPECTED	1
WASTEWATER LINES	3/900FEET
MANDRELS	10/2,800 FEET
WATER PRESSURE TESTED	2,800 FEET
CONSTRUCTION METER DISCONNECT	
CONSTRUCTION BAC T/FLUSHING	
INSPECTED SEWER TAPS	5
WALK THROUGH	1

Cemetery Monthly Report February 2023

January 5, 2023- Survey and monitor the cemetery.

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

January 9, 2023 - Survey and monitor the cemetery.

January 16, 2023 - Survey and monitor the cemetery.

January 19, 2023 - Survey and monitor the cemetery.

January 19, 2023 - Discussed a process for marking sunken graves with dirt. Graves will be marked and once a month Lance's crew will fill with dirt.

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

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

January 23 – Met with Matt Woodard to discuss duties.

January 27, 2023 - Survey and monitor the cemetery.



MEMO

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

Meetings and Events:

Manor Heritage Society: Black History Month

February 1, 2023
 February 16, 2023
Event: February 14, 2023

HR Workshop Roundtable Meeting

February 9, 2023
 February 23, 2023

Staff Meetings

February 14, 2023

City Council Meetings

State of the City

February 6, 2023

City Council & Boards Parliamentary Procedures

February 15, 2023

Regular Meeting

February 15, 2023

Manorpalooza Meeting

Logistics Meeting

February 22, 2023



MEMO

February 2023

- Met with Miguel from Travis County on February 13, regarding the guidelines and expectations of the City of Manor's participation in the Summer Youth Employment Program hosted by Manor ISD.
- Met with Department heads on February 14, who are interested in hosting an intern for the first session of the Program addressing their guidelines and expectations for the SYEP.
- Saturday, February 25, had an outside firm in to clean City Hall carpets after the restoration and reconstruction of the burst pipe in December of 2022.
- Interview meetings with two qualified candidates for the Building Inspector positions.
- Interview meetings with two qualified candidates for the Associate Judge position.
- Continued Education at the Bastrop County Sherriff's Office for re-certification of CHRI through CJIS and TLETS, on February 27 and 28.
- Zoom meeting with McGrath Human Resources compensation firm.
- Continuing to update and revamp new policy manual for proposal.
- Day to day operations of the Human Resources department regarding property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: March 15, 2023

RE: **February Monthly Report**

The following are accomplishments from the month of December

1. Moving forward with Active Directory cleanup.
2. Reconciliation of accounts with Spectrum.
3. Evaluation move to AT&T for Internet, phones and cellular. Waiting for lawyers.
4. Upgraded City Council members to iPad Pros.
5. Replacing Wi-Fi Access points at City Hall, PD and Public Works to bring modernization and stability to the Wi-Fi for city employees. Still awaiting delivery.
6. Implemented Mobile Device Management for all city devices. Will migrate existing devices as time allows. New devices are already being managed.
7. Training.
8. On boarded new employee
9. Implemented temporary Video streaming until permanent solution gets installed late April, Early May.



MEMO

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

City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	January	February
City Council Agendas	City Council meetings & workshop agendas prepared & posted in accordance with Local Government Code.	4	5
Council Minutes	Minutes recorded, prepared, approved, archived	4	5
Ordinances	Ordinances written, processed, &/or published and forward to Municode for Code Supplement	0	6
Resolutions	Resolutions written & processed	0	3
Proclamations/Recognitions	Proclamations & Recognitions, written & presented	0	2
Bids	Bids advertised, received, tabulated, awarded, recorded	1	0
Boards & Commissions appointments	Board appointments implemented & completed; appointments recorded	4	0
Contracts & Agreements	Contracts & Agreements approved & executed	2	1
Open Records Requests	Number of Open Records Requests processed (within 10 days as required)	64	32

MEETINGS

- State of the City Address – February 6th
- Council Special Meetings – February 6th and February 10th
- Council Regular Meeting - February 15th
- Council Workshops – February 15th
- Staff Meetings – February 14th and 28th

TRAINING/OTHER MEETINGS

- Manor Chamber Luncheon Meeting – February 9th
- North Texas Municipal Clerks Association Meeting – February 15th
- JustFOIA webinar Training – February 21st



MEMO

OTHER

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 15, 2022
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on allocating funds for youth health program training within the City of Manor.

BACKGROUND/SUMMARY:

The City of Manor has an opportunity to address the need for partnering with organizations that offer City of Manor students with educational and employment opportunities increasing the need to support a career path in the health care and medical field. Utilizing the different City Council Committees to identify partnership opportunities will help guide the city’s public engagement process and build a sustainable program that attracts additional resources and expand the delivery of future health care services with properly trained individuals assisting our most vulnerable population. With the City of Manor lacking a regional medical facility, it is important that we work with organizations that are committed to investing their time and expertise in training our youth, which is our future workforce.

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Funding is available in the FY2022-23 budget
PRESENTATION: No
ATTACHMENTS: Yes

- Presentation

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council direct the City Administration to execute an agreement with Centered Youth Clinic in an amount not to exceed \$6,000.

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

Empowering Adolescents
**TO TAKE CHARGE OF THEIR HEALTH
THROUGH CENTERED GROUPS**

CHINWE EFURIBE, MD, MPH
FOUNDER, CENTERED YOUTH CLINIC AND CONSULTING

ALONZO NEEDUM
MAJOR: BIOCHEMISTRY, HONORS
UT-AUSTIN CLASS OF 2023



Why CYCC?

OUR PARTNERS



CONNECT WITH US!

in @ Instagram Twitter YouTube SoundCloud Facebook

CLINIC HOURS
 Tue, Wed: 8:30am - 5:30pm
 Fri: 8:30am - 4:00pm

TELEHEALTH ONLY
 Mon, Thurs: 8:30am - 12:30pm

hello@centeredyouth.com
 www.centeredyouth.com

14008 Shadowglen Blvd.
 Suite 300
 Manor, Texas 78653

Office: 512-900-1780
 Fax: 254-232-3495



Engaging Youth for Wellness



CYCC
 CENTERED YOUTH
 CLINIC AND CONSULTING, PLLC



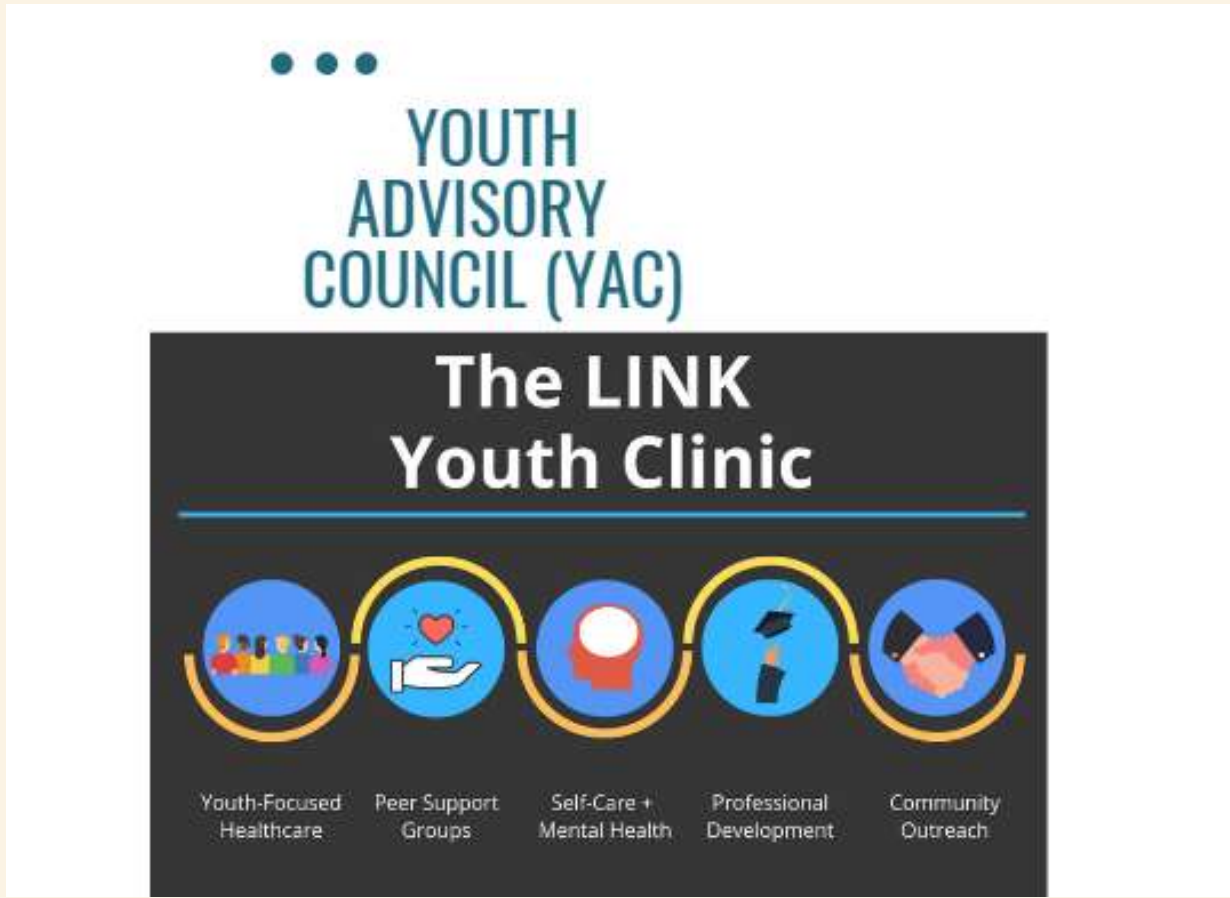
Direct Pediatric Care
 Primary care: routine well-visits, acute sick visits, sports physicals, mild-moderate mood disorders (depression, anxiety, disruptive, OCD)

Specialty Adolescent Care upstream^{USA}
 Contraceptive counseling, menstrual disorders, motivational interviewing for high-risk behaviors, new-onset eating disorders, teen-tot care

Group Visits 
 Mood management, Weight management and menstrual disorders (irregular bleeding, painful and/or prolonged periods)

ABOUT CYCC

At CYCC, we provide direct primary and specialized healthcare to youth (newborn - 25yrs) using team-based, trauma-informed, lifestyle medicine principles through individual and group visits.



Why
Group Visits

CDC's National Center for Chronic Disease Prevention and Health Promotion (NCCDPHP)

CHRONIC DISEASES IN AMERICA

6 IN 10

Adults in the US have a **chronic disease**







4 IN 10

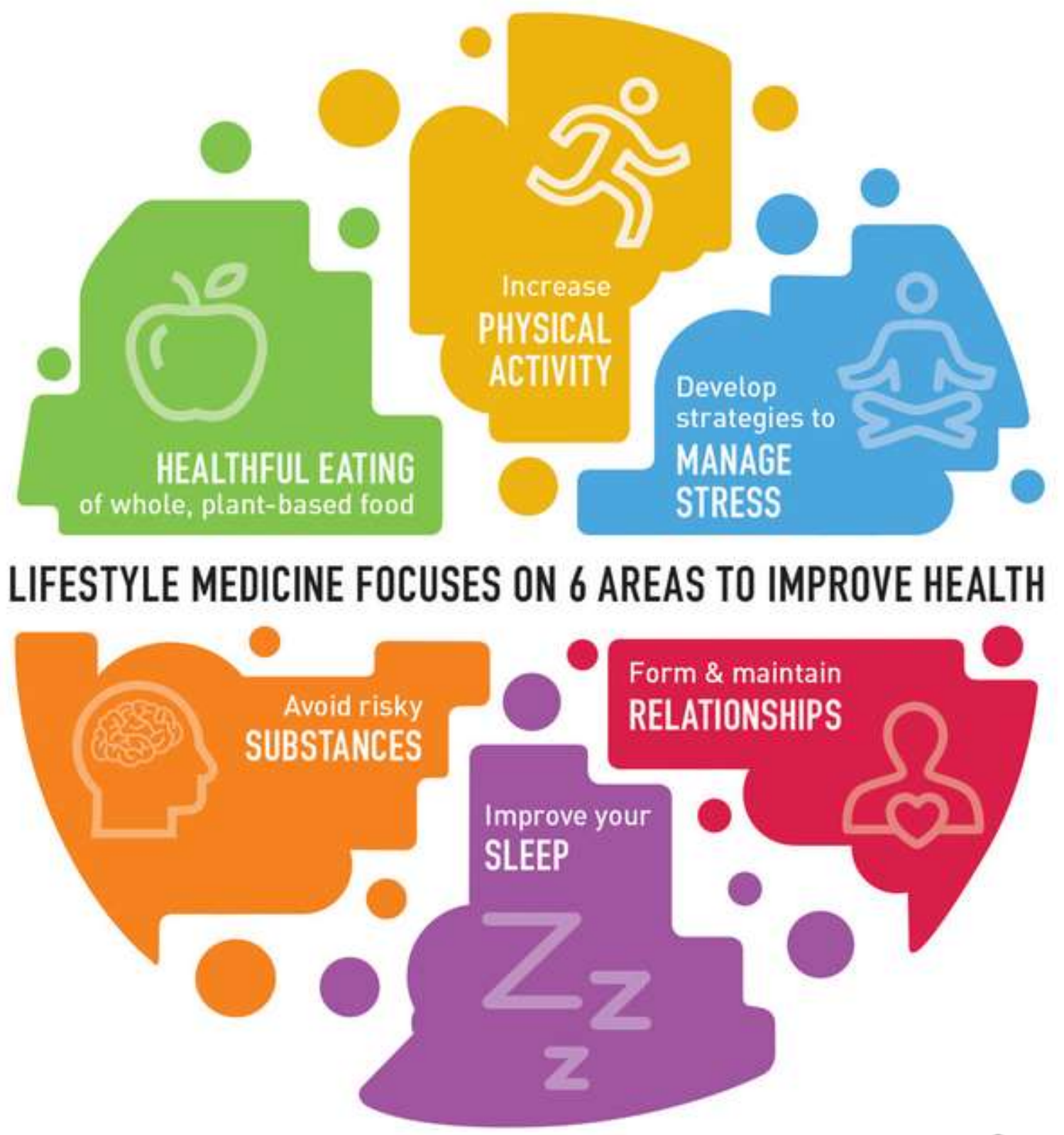
Adults in the US have **two or more**

THE LEADING CAUSES OF DEATH AND DISABILITY and Leading Drivers of the Nation's \$3.5 Trillion in Annual Health Care Costs

						
HEART DISEASE	CANCER	CHRONIC LUNG DISEASE	STROKE	ALZHEIMER'S DISEASE	DIABETES	CHRONIC KIDNEY DISEASE

THE KEY LIFESTYLE RISKS FOR CHRONIC DISEASE

			
TOBACCO USE	POOR NUTRITION	LACK OF PHYSICAL ACTIVITY	EXCESSIVE ALCOHOL USE



HEALTHFUL EATING
of whole, plant-based food

Increase PHYSICAL ACTIVITY

Develop strategies to MANAGE STRESS

Avoid risky SUBSTANCES

Improve your SLEEP

Form & maintain RELATIONSHIPS

LIFESTYLE MEDICINE FOCUSES ON 6 AREAS TO IMPROVE HEALTH

AMERICAN COLLEGE OF Lifestyle Medicine

CYCC
CENTERED YOUTH CLINIC AND CONSULTING, PLLC

Youth Engagement



N ORIGINAL
Centered Youth Clinic and Consulting
 ★★★★★ 2021
 Centered Youth Clinic and Consulting (CYCC) is a youth clinic founded by Dr. Chinwe Efuribe. This clinic is designed with youth for youth. CYCC takes a centering approach to healthcare which allows for an emphasis on education, social support and empowerment. The clinic goes beyond the average doctor's visit by providing valuable resources to help patients become ready to take charge of their health.

Because you want volunteer opportunities

- Social Media**
Manage and create content for our Instagram, TikTok, and YouTube accounts
- Centering Groups**
Manage a group chat for each six-week group session to build social support & remind youth of upcoming events
- Events**
Create a plan for our youth to celebrate milestones, birthdays, and holidays
- Professional**
Partner with CYCC to gain experience, knowledge, and skills for your future health career





BACKGROUND

- Immigrant mother
- First-Generation College Student
- Pre-Medical student at UT
- No connection to medical field before college

Impact Story



WHAT CYCC HAS GIVEN ME

- Guidance
- Motivation
- Sense of Direction
- Mentorship



OUR PARTNERS

Centering Healthcare Institute

CITY OF MANOR EST. 1877 TEXAS ATLAS

African American Youth

BLACK MAMAS ATX

Austin Area Urban League

SAFE | stop abuse for everyone

upstream USA

HEALTHFUL EATING of whole, plant-based food

Increase PHYSICAL ACTIVITY

Develop strategies to MANAGE STRESS

Avoid risky SUBSTANCES

Improve your SLEEP

Form & maintain RELATIONSHIPS

LIFESTYLE MEDICINE FOCUSES ON 6 AREAS TO IMPROVE HEALTH

CONNECT WITH US!



CLINIC HOURS
 Tue, Wed: 8:30am - 5:30pm
 Fri: 8:30am - 5:30pm

TELEHEALTH ONLY
 Mon, Thurs: 8:30am - 12:30pm

hello@centeredyouth.com
 www.centeredyouth.com

14008 Shadowglen Blvd.
 Suite 201
 Manor, Texas 78653

Office: 512-900-1780
 Fax: 254-232-3495



Engaging Youth for Wellness



ABOUT CYCC

At CYCC, we provide direct primary and specialized healthcare to youth (newborn - 25yrs) using team-based, trauma-informed, lifestyle medicine principles through individual and group visits.





AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution authorizing the creation of the Manor Housing Public Facility Corporation, a Texas nonprofit public facility corporation; and approving the certificate of formation, the purpose and activities of the corporation, and the appointment of the initial board of directors.

BACKGROUND/SUMMARY:

On February 15th, the City Council conducted a workshop “Community Development for the “Missing Middle in Manor. The information presented highlighted several factors for the City Council to consider creating a Public Finance Corporation (PFC). When building a community to support fixed wage-earning professionals, it is important to consider a combined approach rather than a stand-alone housing development approach to utilize tools to support the city’s 2023 Legislative Session Affordable Housing agenda. Establishing the PFC will help the City of Manor add an economic development tool that currently doesn’t exist for community development projects. The City of Manor is positioned to address its affordable housing initiatives and build a collaborative public private partnership model with developers interested in building a housing product that is needed in the community.

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

- Resolution No. 2023-06

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve Resolution No. 2023-06 authorizing the creation of the Manor Housing Public Facility Corporation, a Texas nonprofit public facility corporation; and approving the certificate of formation, the purpose and activities of the corporation, and the appointment of the initial board of directors

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

RESOLUTION NO. 2023-06

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §
THE CITY OF MANOR §

WHEREAS, Chapter 303 of the Texas Local Government Code (“the Act”) authorizes and empowers the City to create a nonprofit public facility corporation to assist the City in financing, refinancing, and providing for the costs of public facilities, as defined in the Act, in accordance with Sections 303.002; and

WHEREAS, the Act authorizes nonprofit public facility corporations to issue bonds for the purpose of financing, refinancing, or providing for the costs of one or more public facilities; and

WHEREAS, the City Council has determined that it is in the public interest and to the benefit of the City’s residents and the citizens of the State of Texas that a nonprofit public corporation be created to finance, refinance, or provide for the costs of public facilities in the City; and

WHEREAS, the Act defines public facilities as real, personal, or mixed property, or an interest in property, devoted or intended to be devoted to a public use; and

WHEREAS, the City Council desires to authorize and approve the creation of the Manor Housing Public Facility Corporation (MHPFC), a nonprofit public facility corporation, for all of the purposes set forth in the Act, including for the development of multifamily housing that includes units reserved for individuals and families earning less than 80 percent of the area median family income; and

WHEREAS, City Council has been presented with and has examined the Certificate of Formation for MHPFC, and City Council finds that the form and substance of such Certificate of Formation is satisfactory;

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

1. City Council hereby determines that it is in the public interest and to the benefit of the City’s residents and the citizens of the State of Texas that MHPFC be created to finance, refinance, and provide for the costs of public facilities in the City.

2. City Council authorizes and approves the creation of MHPFC to act on behalf of the City to further the purposes set forth in the Act and the Certificate of Formation, and City Council approves MHPFC’s Certificate of Formation in substantially the form attached as **Exhibit A** and authorizes the organizer to file such Certificate of Formation with the Secretary of State of the State of Texas in the manner provided by law.

3. City Council appoints the following persons as Directors of MHPFC who will serve as its initial Board of Directors:

Dr. Christopher Harvey

4. This Resolution takes effect and is in full force and effect upon and after its adoption.

[Remainder of this page intentionally left blank.]

DULY PASSED AND APPROVED this 15th day of March 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

[SIGNATURE PAGE TO RESOLUTION]

EXHIBIT A

Certificate of Formation

**Form 202
(Revised 12/21)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555

Filing Fee: \$25



This space reserved for office use.

**Certificate of Formation
Nonprofit Corporation**

Article 1 – Entity Name and Type

The filing entity being formed is a nonprofit corporation. The name of the entity is:

Manor Housing Public Facility Corporation

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name *M.I.* *Last Name* *Suffix*

C. The business address of the registered agent and the registered office address is:

105 E. Eggleston St. Manor TX 78653
Street Address *City* *State* *Zip Code*

Article 3 – Management

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

A minimum of three directors is required.

Director 1				
Christopher		Harvey		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
105 E. Eggleston St.	Manor	TX	78653	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 2				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 3				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

OR

The management of the affairs of the corporation is to be vested in the nonprofit corporation's members.

Article 4 – Membership

(See instructions. Do not select statement B if the corporation is to be managed by its members.)

A. The nonprofit corporation shall have members.

B. The nonprofit corporation will have no members.

Article 5 – Purpose

(See instructions. This form does not contain language needed to obtain a tax-exempt status on the state or federal level.)

The nonprofit corporation is organized for the following purpose or purposes:

The nonprofit corporation is a public nonprofit corporation organized for the purpose of assisting the City of _____

Manor, Texas ("City") in financing, refinancing, and providing for the costs of public facilities in accordance _____

with Chapter 303 of the Texas Local Government Code ("the Act"). _____

The following text area may be used to include any additional language or provisions that may be needed to obtain tax-exempt status.

Initial Mailing Address

(Provide the mailing address to which state franchise tax correspondence should be sent.)

105 E. Eggleston St. P.O. Box 387	Manor	TX	78653	USA
<i>Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Supplemental Provisions/Information

(See instructions.)

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The attached addendum includes additional articles (Articles 6 through 15) and is incorporated herein by reference.

Organizer

The name and address of the organizer:

<i>Name</i>				
105 E. Eggleston St.	Manor	TX	78653	
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned also affirms that, to the best knowledge of the undersigned, the name provided as the name of the filing entity does not falsely imply an affiliation with a governmental entity. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: _____

Signature of organizer

Printed or typed name of organizer

Print	Reset
--------------	--------------

Addendum

Article 6 Nonstock Nonprofit Corporation

The nonprofit corporation is a nonstock, nonprofit corporation.

Article 7 Duration

The period of the nonprofit corporation's duration is perpetual.

Article 8 Sponsor

The nonprofit corporation's sponsor is:

The City of Manor, Texas
105 E. Eggleston St.
Manor, Texas 78653

Article 9 Bonds

The nonprofit corporation may (1) issue bonds under the Act, including bonds to purchase City obligations; (2) finance public facilities on behalf of the City; (3) loan the proceeds of the obligations to other entities to accomplish the City's purposes; (4) acquire, construct, rehabilitate, renovate, repair, equip, furnish, and place in service public facilities; and (5) issue bonds on the City's behalf to finance the costs of public facilities.

Article 10 Powers

The activities of the nonprofit corporation are limited to the purposes stated herein, but the nonprofit corporation expressly: (i) has and may exercise all of the rights, powers, privileges, authority, and functions given by the Act, the laws of the State of Texas given to nonprofit corporations incorporated under the Act and otherwise given under the laws of the State of Texas; and (ii) has all other powers of a like or different nature not prohibited by law which are available to nonprofit corporations in the State of Texas and which are necessary or useful to enable the nonprofit corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

The nonprofit corporation may perform any and all lawful activities which may be reasonably necessary, useful or desirable for the furtherance, accomplishment, fostering, or attaining any of its purposes, either directly or indirectly, and either alone or in conjunction or cooperation with others, such as corporations, subsidiaries, firms, associations, trusts, institutions, foundations, and governmental bureaus, departments, and agencies.

The nonprofit corporation may not: (a) engage directly or indirectly, in any business or activity other than the financing, refinancing, or provision of public facilities under the Act or (b) violate or fail to maintain the nonprofit corporation's identity as an entity separate from any other person or entity.

**Article 11
Board of Directors**

All powers of the nonprofit corporation are vested in the initial board of directors consisting of 11 persons. The initial directors of the nonprofit corporation are the 3 persons named in Article 3 and the following Directors:

Director 4

Director 5

Director 6

Director 7

Each director serves for a term of 4 years or until their successor director is duly elected and qualified. Any vacancy is filled in accordance with the City's City Charter.

**Article 12
Officers**

The board of directors will elect or appoint the officers of the nonprofit corporation in the manner and for the terms provided in the bylaws. Officer terms are 2 years

**Article 13
City of Manor Authorization**

On ____, 2023 the City of Manor City Council duly adopted Resolution No. 2023 ____ specifically authorized the nonprofit corporation to act on its behalf to further the public purpose set forth in this Certificate of Formation and approve this Certificate of Formation.

**Article 14
Construction**

All references in this Certificate of Formation to statutes, regulations, or other sources of legal authority refer to the authorities cited, or their successors, as they may be amended from time to time.

**Article 15
Organizer**

Item 7.

The name and street address of the organizer, who resides within the state and is an employee of the City, is:

Name:

Address:

City of Manor
105 E. Eggleston St.
Manor, TX 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 15, 2023
PREPARED BY: Pauline Gray, P.E., City Engineer
DEPARTMENT: Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work No. 25 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the FY2022 Capital Metro BCT Paving Improvements Project.

BACKGROUND/SUMMARY:

CapMetro provides funds each fiscal year for the City to use for roadway improvements throughout the City. The proposed statement of work is for the FY2022 allocated funds from CapMetro. City funds will be used to fund a portion of the proposed work.

GBA will prepare drawings, specifications and contract documents for the FY2022 Capital Metro BCT Paving Improvements Projects as chosen by City Staff.

LEGAL REVIEW: No
FISCAL IMPACT: Yes – the City’s portion will come out of the Streets and Drainage Budget
PRESENTATION: Yes
ATTACHMENTS: Yes

- SOW No. 25

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the Statement of Work No. 25 to the existing Master Services Agreement with George Butler Associates, Inc. for the FY2022 Capital Metro BCT Paving Improvements Project.

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



EXHIBIT A

Statement of Work (SOW) No. 25

TO MASTER SERVICES AGREEMENT

Statement of Work No. 25 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: Street Reconstruction and Resurfacing Including: Excavation, Subgrade Preparation, Flex Base, and Hot Mix Asphalt Concrete in Selected Areas:

1. North Lampasas between Eggleston and Lockhart
2. North Caldwell between Browning and Townes
3. East Boyce between Lockhart and Old Hwy 20
4. South San Marcos between East Burton and Blake Manor (Brenham)
5. North Lockhart between Boyce and Eggleston
6. East Wheeler between Lampasas and Old Highway 20
7. Carrie Manor between S Lampasas Street and S Burnet Street

ASSIGNMENT: Street Repair and Overlay in Selected Areas:

1. North San Marcos between Parsons and Eggleston
2. North Burnet between Wheeler and Townes
3. Carrie Manor between S Bastrop and S Burnet

SCOPE OF SERVICES:

Scope as defined: Prepare drawings, specifications and contract documents for FY2022 Capital Metro BCT Paving Improvements Project. Design surveys and construction observation are included herein. Boundary or easement survey work for land acquisition, geotechnical investigations, and design of access or drainage improvements are not included herein.



1500 County Road 269
Leander, TX 78641

Item 8.

PO Box 2029
Leander, TX 78646-2029

COMPENSATION:

- Lump Sum Fee of \$55,700
- _____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By:  _____

Date: _____

Date: 3/8/2023



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 15, 2023
PREPARED BY: Pauline Gray, P.E., City Engineer
DEPARTMENT: Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work No. 26 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the One-Time Capital Metro BCT Paving Improvements Project.

BACKGROUND/SUMMARY:

City Council approved an Interlocal Agreement with CapMetro which included funding of paving projects within the City Limits. Part of the agreed upon interlocal agreement was the City would receive one-time funding in the amount of \$1,065,048.00.

GBA will prepare drawings, specifications and contract documents for the One-Time Capital Metro BCT Paving Improvements Projects as chosen by City Staff. The following streets will be included in this project: Gregg Manor from US 290 north to the City Limits, Lexington from US 290 to the City Limits, and Shadowglen Blvd. from US 290 to the City Limits.

LEGAL REVIEW: No
FISCAL IMPACT: No – funding will come from CapMetro
PRESENTATION: Yes
ATTACHMENTS: Yes

- SOW No. 26

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the Statement of Work No. 26 to the existing Master Services Agreement with George Butler Associates, Inc. for the One-time Capital Metro BCT Paving Improvements Project

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



EXHIBIT A

Statement of Work (SOW) No. 26

TO MASTER SERVICES AGREEMENT

Statement of Work No. 26 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: Street Repair – Mill and Overlay, Striping, Landscaping, Traffic Calming Devices in Selected Areas:

1. Northern section of Gregg Manor Road from US 290 to City Limits
2. Northern section of Lexington Street from US 290 to City Limits
3. Northern section of Shadowglen Boulevard from US 290 to City Limits

SCOPE OF SERVICES:

Scope as defined: Prepare drawings, specifications and contract documents for the One-Time Capital Metro BCT Funded Paving Improvements Projects. Design surveys and construction observation are included herein. Boundary or easement survey work for land acquisition, geotechnical investigations, and design of access or drainage improvements are not included herein.

COMPENSATION:

- Lump Sum Fee of \$56,800
- _____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By:  _____

Date: _____

Date: 3/8/2023



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 22.78 acres, more or less, out of the AC Caldwell Survey 52, Abstract 154 and being located at 14807 E US 290, Manor, TX from Agricultural (A) to Multi-Family 25 (MF-2).

Applicant: Jackson Walker

Owner: Krantz Properties

BACKGROUND/SUMMARY:

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

P&Z voted 4-0 to deny due to concerns about traffic and access. The item is being re-heard by the P&Z with additional information at their April 12th meeting.

This item is requested to be postponed by the developer to the April 19th Regular City Council meeting so it can accompany the public hearing for the annexation of the same property.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

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

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council postpone the first reading of an ordinance rezoning one (1) lot on 22.78 acres, more or less, out of the AC Caldwell Survey 52, Abstract 154 and being located at 14807 E US 290, Manor, TX from Agricultural (A) to Multi-Family 25 (MF-2) to the April 19th Regular City Council agenda.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
		X	

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO MULTI-FAMILY 25 (MF-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

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

ORDINANCE NO.

Page 2

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

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

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "A"

Property Address:
14807 E. US Hwy 290, Manor, TX 78653

Property Legal Description:

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

DESCRIPTION FOR ENVIRONMENTAL MILL AND SUPPLY INC.

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

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

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

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

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

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

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

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

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

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



EXHIBIT "A-1"



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

December 12, 2022

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

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

Dear Mr. Dunlop:

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

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

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

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

The following documents are included with the zoning application:

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

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

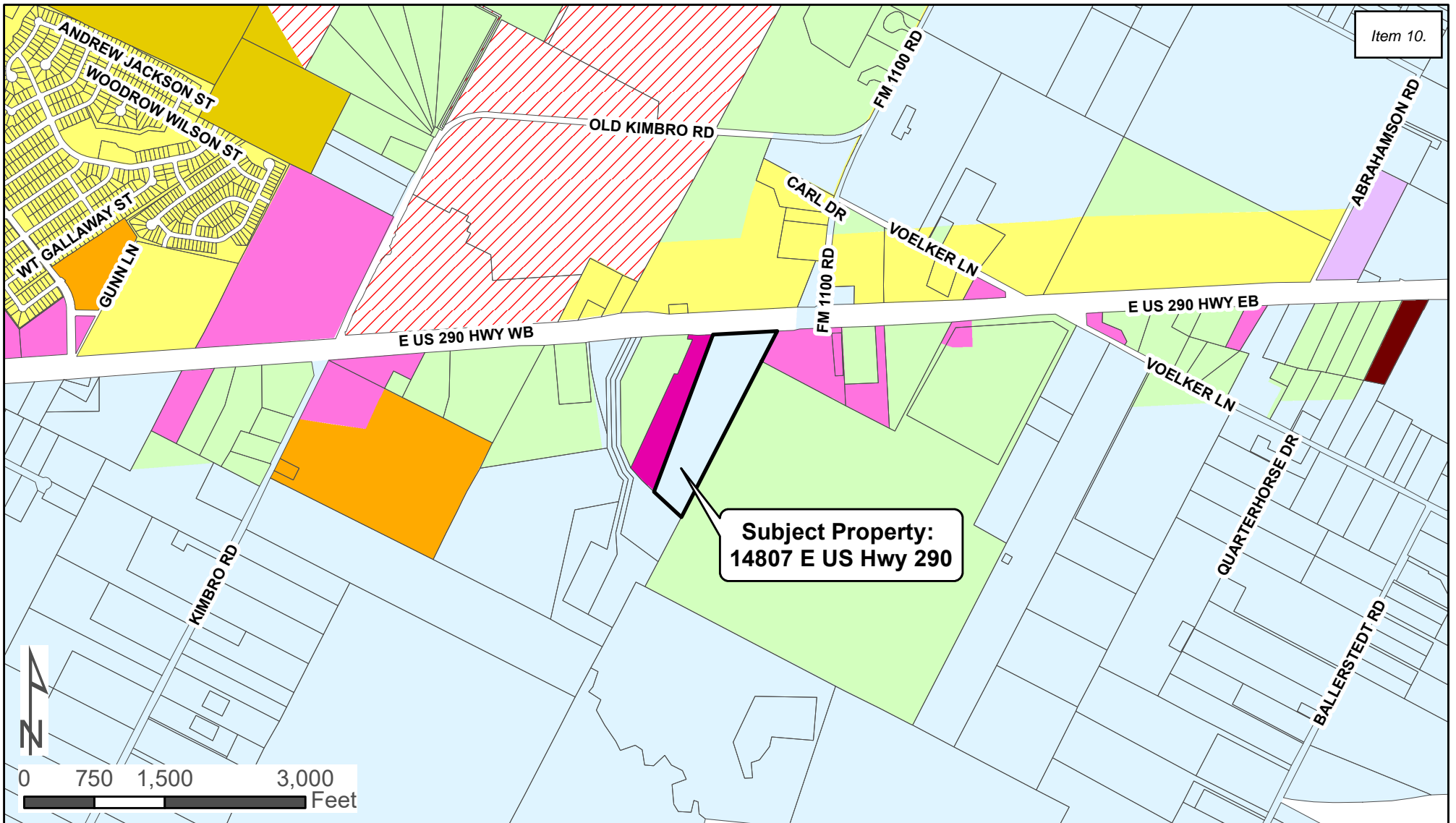
Please contact me if you have any questions.

Sincerely,



Pamela Madere

Enclosures: Zoning Application and Exhibits
Annexation Application and Exhibits



Proposed: Multi-Family 25 (MF-2)

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

14807 E US 290

Write a description for your map.

Legend

- 📍 14807 US-290 Item 10.
- 📍 CAYSA
- 📍 Feature 1
- 📍 Feature 2
- 📍 Feature 3
- 📍 Storage King USA



Statewide Materials Transport

U-Haul Neighborhood Dealer

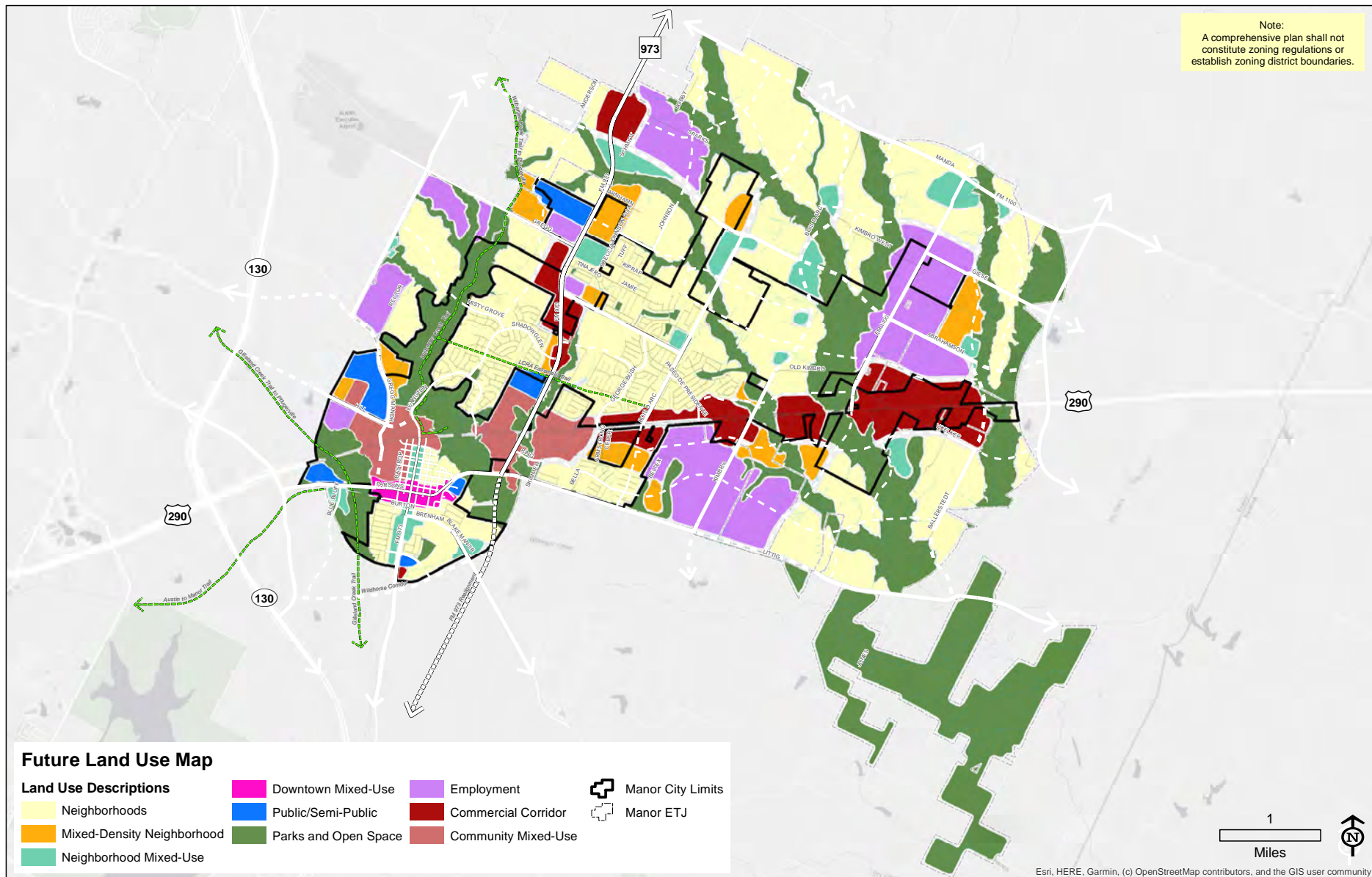
EARTC Manor Tx

Krantz Boat & RV Storage

Jimmy's Cypress

14807 US-290

CAYSA



Map 3.1. Future Land Use Map

COMMERCIAL CORRIDOR

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

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

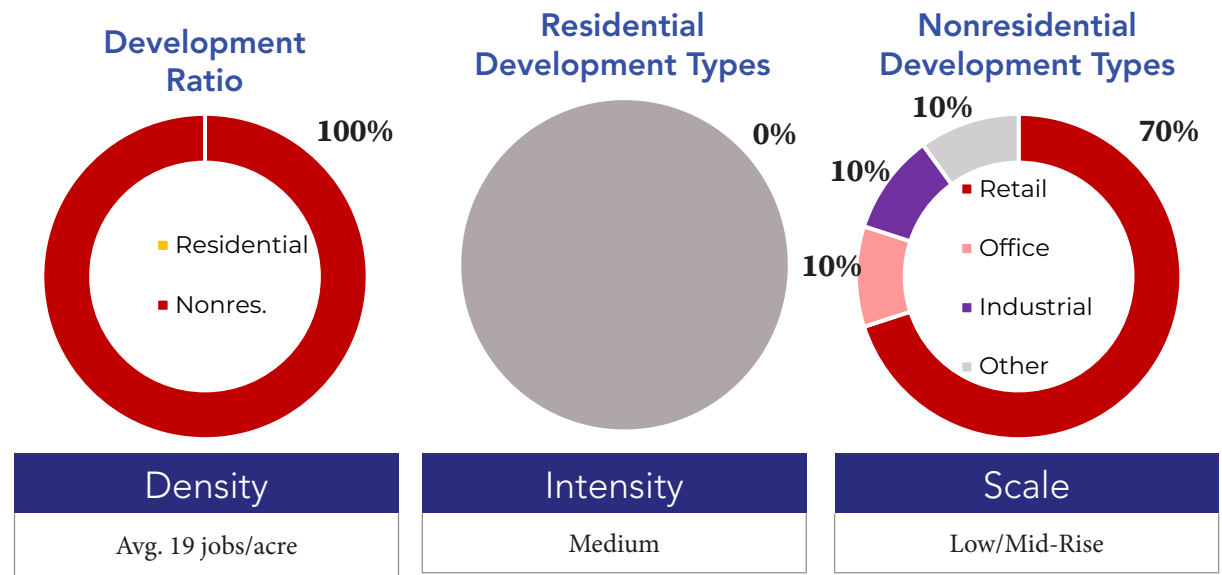
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

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

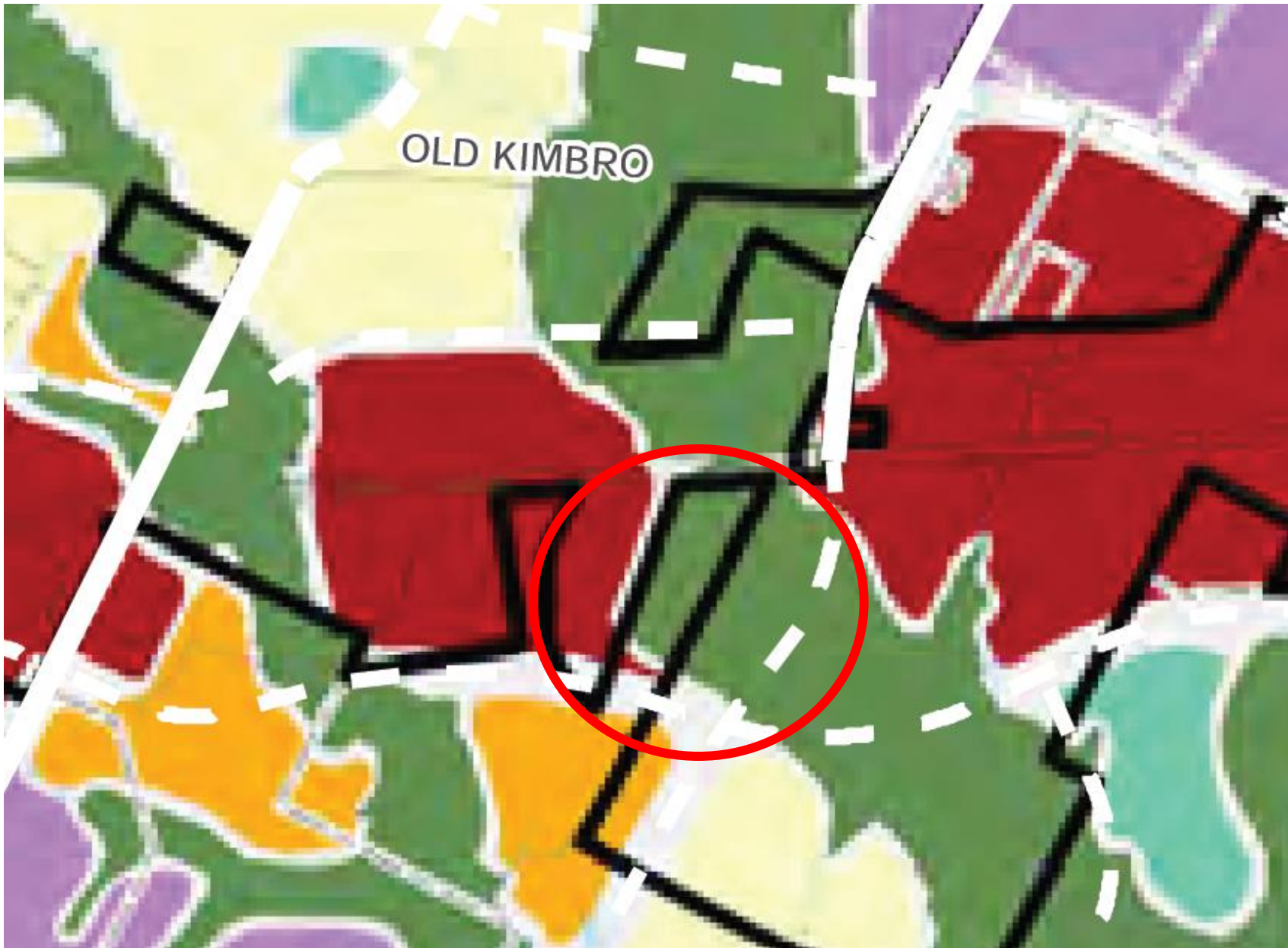
This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

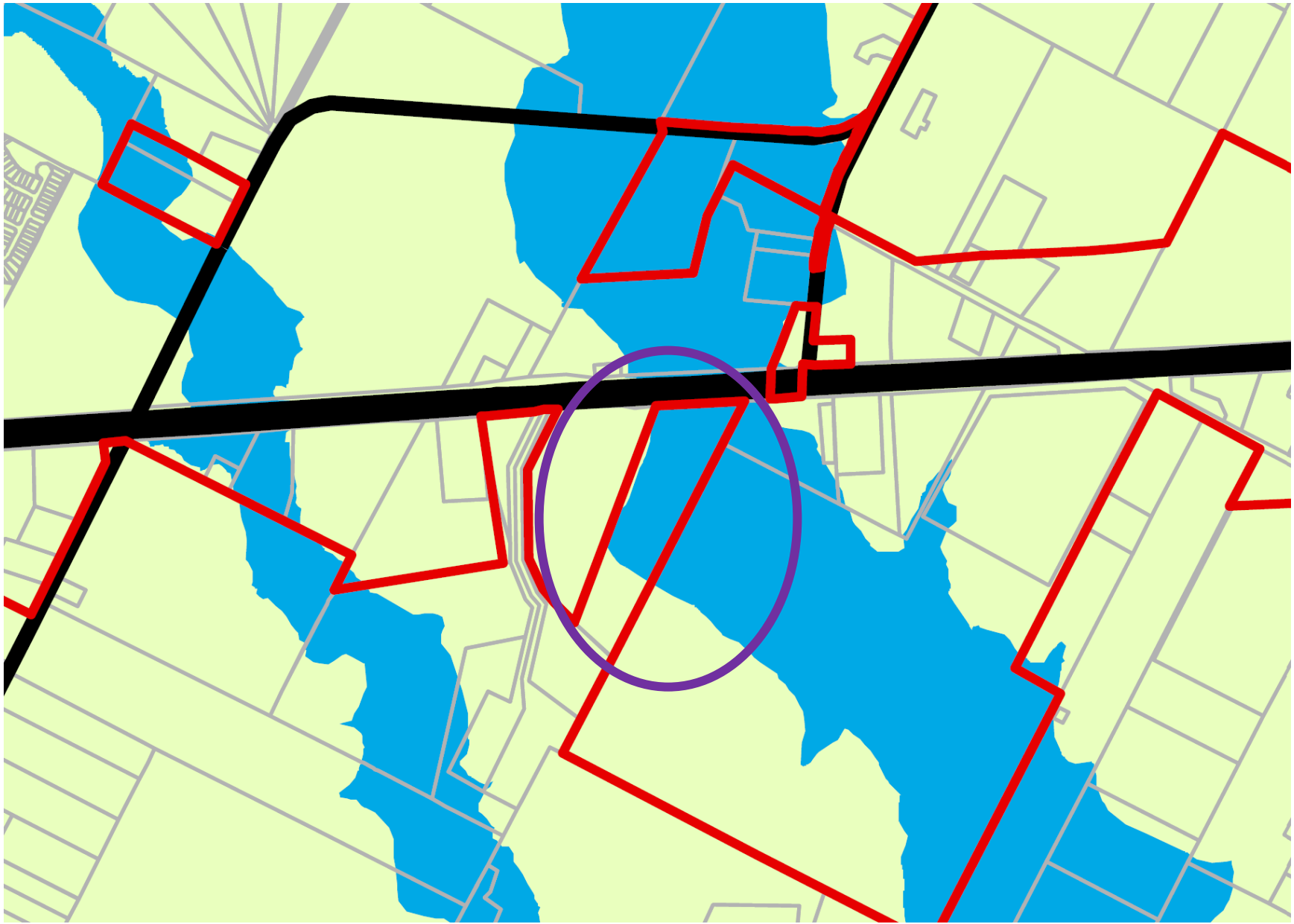
- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ● ● ○ ○	May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis.
Mixed-Use Urban, Community Scale	● ● ● ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ●	Appropriate overall.
Shopping Center, Community Scale	● ● ● ● ●	
Light Industrial Flex Space	● ● ○ ○ ○	Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use.
Manufacturing	● ○ ○ ○ ○	Not considered appropriate.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.







1/18/2023

City of Manor Development Services

Notification for a Subdivision Rezoning Application

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

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

Public Hearing: Conduct a public hearing Regarding the submission of a Rezoning Application for one (1) lot on 22.78 acres, more or less, out of the AC Caldwell Survey 52, Abstract 154 and being located at 14807 E US 290, Manor, TX from Agricultural (A) to Multi-Family 25 (MF-2).

Applicant: Jackson Walker

Owner: Krantz Properties

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

The Manor City Council will meet at 7:00PM on February 1, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

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

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

Timmerman Properties Inc.
PO Box 4784
Austin, TX 78765

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

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

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

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

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

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

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

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



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Development Agreement for Manor Commercial Park Development – Easy Jet.

BACKGROUND/SUMMARY:

This property has its final reading for annexation on this City Council agenda. Along with the annexation is this development agreement that would provide wastewater service to the property. The city has been working with the property owners in the Manor Commercial to bring wastewater service and have them voluntarily annex into the city limits. A zoning case for Light Industrial will be filed for this property.

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

- Development agreement

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council approve a Development Agreement for Manor Commercial Park Development – Easy Jet.

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

**DEVELOPMENT AGREEMENT
FOR MANOR COMMERCIAL PARK DEVELOPMENT
(Easy Jet)**

This Development Agreement for Manor Commercial Park Development (the “Agreement”) is made and entered into, effective as of the _____ day of _____, 2023, by and between the **City of Manor, Texas**, a Texas home rule municipal corporation (the “City”) and **Easy Jet Drive, LP**, a Texas limited partnership (the “Owner”). The City and Owner are hereinafter sometimes referred to as a “Party” and collectively as the “Parties.” The Parties agree as follows:

RECITALS

A. Owner owns approximately 8.517 acres of land, more or less, located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Property”). The Property is located within the City’s extraterritorial jurisdiction (“ETJ”) and not within the ETJ or corporate limits of any other municipality.

B. Owner will develop the Property as a commercial development project, as provided in this Agreement, and as generally shown on **Exhibit B** attached hereto and incorporated herein for all purposes (the “Project”), which shows the general location of the commercial use area as currently configured.

C. Prior to the Effective Date, Owner submitted an annexation petition covering the Property and it is intended that concurrently herewith, the Property will be annexed into the full purpose jurisdiction of the City.

D. The City shall be the exclusive retail provider of wastewater service to the Property.

E. The Property is not currently served by wastewater facilities.

F. The Parties desire to establish the agreed components of the wastewater infrastructure required for the development and use of the Property pursuant to the Applicable Regulations, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement.

G. Owner requested voluntary annexation of the Property into the corporate boundaries of the City as provided in Section 3.01 herein, to enable the Owner to obtain the benefits of this Agreement, to secure the City’s agreement to provide wastewater to Owner in connection with the conveyance and financing of certain improvements and to define, protect and clarify approvals to be granted with respect to development of the Property pursuant to this Agreement.

H. The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned

land uses and permitted intensity of development of the Property as provided in this Agreement. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness and enforceability of this Agreement.

I. This Agreement is entered into pursuant to the provisions of the City Charter of the City (“City Charter”) and applicable state law.

AGREEMENT

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

**Article I.
Incorporation of Recitals and Definitions**

1.01. Recitals Incorporated. The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

1.02. Definitions. Capitalized terms used in this Agreement shall have the meanings set forth in this section, unless otherwise defined, or unless the context clearly requires another definition.

“Agreement” is defined in the preamble hereof and includes any subsequent written amendments or modifications pursuant to Section 11.01 hereof.

“Annexation Ordinance” means Ordinance No. _____ covering the Property and including the Property within the City’s full purpose jurisdiction, adopted on even date herewith.

“Applicable Regulations” shall have the meaning set forth in Section 4.01 hereof.

“City Council” means the City Council for the City of Manor, Texas.

“City Manager” means the City Manager of the City of Manor, Texas.

**Article II.
Purpose, Benefits, Authority, Term and Termination**

2.01. Purpose. The City and Owner want to provide for the City to design and construct a wastewater line for wastewater services for use by the Property and other development actions by both Parties.

2.02. General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will

provide wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; and (c) the wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of extension of its wastewater system. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.03. **Term of Agreement; Termination.** The term of this Agreement shall be five (5) years from the Effective Date. Upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided this Agreement will terminate and expire earlier if: (a) Owner defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement; (b) Owner defaults in the performance of any other contract or agreement between the Parties regarding or applicable to the development of the Property and the default is not timely cured within the time provided for cure in this Agreement; (c) the Property is fully developed and built-out by Owner; or (d) the Property is disannexed by the City. The Parties further mutually agree that this Agreement shall be in full force and effect from the Effective Date until the termination date, provided that the City may terminate this Agreement in accordance with Article VII.

Article III. Annexation; Sequence of Events

3.01. **Annexation.** Owner voluntarily requested that the City approve annexation of the Property by the submission of an annexation petition to the City.

3.02. **Disannexation.** It is the intent of the Parties to enter into this Agreement to address, among other things, the service of wastewater to the Property through the construction of a Wastewater Line Project by the City. In the event that the City does not construct the Wastewater Line and does not provide a wastewater service connection to the Property by June 30, 2025 (the “Wastewater Service Period”), then the Owner can request, and City will, disannex the Property. Owner agrees not to request any taxes that may be paid to the City during the period the Property is in the City. No monies will be paid by the City whatsoever to Owner in relation to annexation/disannexation. Disannexation is the sole remedy. Owner must request disannexation up to sixty (60) days after the Wastewater Service Period has expired. The ability to request disannexation expires upon the earlier to occur: (1) sixty (60) days after the Wastewater Service Period has expired; or (2) the date the wastewater service connection is provided by the City to the Property.

3.03. **Contemplated Sequence of Events.** The sequence of events contemplated by this Agreement is as follows:

- (a) Second and final reading of the Annexation Ordinance;
 - (b) Approval of this Agreement by the City Council and Owner;
 - (c) Submission of zoning application by Owner;
 - (d) Beginning of public hearings and process to adopt an ordinance zoning the Property;
- and
- (e) Second and final reading of an ordinance zoning the Property.

Article IV.
Development of the Property

4.01. Applicable Regulations.

(a) Owner shall plan, plat, build-out and complete development and infrastructure on the Property in compliance with the Applicable Regulations, as the term is defined in subsection (b), and this Agreement; or as submitted to Travis County prior to the execution of this Agreement. It is the intent of the Owner that the Property be developed in compliance with the land uses and development standards attributable to a light industrial development with the land uses and densities set forth in the light industrial zoning category of the City's Code of Ordinances, Chapter 14 upon the submittal and approval of a zoning application for the Property.

(b) Except as maybe modified by this Agreement, the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances applicable to the Property on the date of this Agreement, and such amendments to City ordinances and regulations that that may be applied to the Development under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations").

4.02. Travis County Approvals. The Owner is entitled to develop the Property in compliance with approved or in progress plats and/or plans submitted to Travis County prior to the date of this Agreement.

4.03. Zoning. It is the intent of the Owner that the application for zoning of the Property will be to zone the Property for light industrial use. It is the intent of the Owner to have the City zone the Property as light industrial. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City, with such process to be commenced upon receipt of a zoning application that complies with this Agreement and the Applicable Regulations. If the Owner submits a zoning application to zone the Property something other than as provided for in this Section, then Owner shall pay all required fees, including applicable wastewater fees.

4.04. **Outdoor Lighting Requirement.** Notwithstanding Section 4.02 above, Owner agrees that the outdoor lighting standards set forth in the City’s Code of Ordinances, Article 15.05 shall apply to all development on the Property.

Article V. Wastewater Service

5.01. **Wastewater Line Project.** The wastewater Line Project consists of an extension of a wastewater transmission/collector line (8- inches and 12-inches in diameter) (the “Wastewater Line”) from a proposed 12-inch wastewater line, along a route generally shown on **Exhibit C** and all the appurtenant facilities and equipment reasonably required to operate the Wastewater Line (the “Wastewater Line Project”). The construction of the Wastewater Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.02. **Timely Construction of Wastewater Line Project.** City shall design, construct and install the Wastewater Line in accordance with the terms and conditions of this Agreement at no cost to Owner. The Wastewater Line Project shall be completed by the City on or before June 30, 2025. The City will own, operate and maintain the Wastewater Line and will be responsible for all costs associated with it, except as otherwise provided by this Agreement.

5.03. **Wastewater Service.**

(a) **Service Connections.** Upon completion of the Water Line Project, the City will provide wastewater service to the Property, and will approve direct connections for each commercial unit or structure to the City’s wastewater system upon a Certificate of Occupancy being issued for the unit or structure and provide wastewater service for the commercial unit or structure on the same terms and conditions as provided to all other areas of the City; provided that all infrastructure required to serve the Property has been constructed. As used in this Agreement, “direct connection” means a wastewater service line that is directly connected to a wastewater main that ties into a manhole on the Wastewater Line Project.

(b) **Wastewater Service Construction Obligations.** Unless otherwise provided in this Agreement, City shall be responsible for the engineering and construction of all wastewater lines, infrastructure and facilities necessary to serve the Property.

(c) **Payment of Wastewater Impact Fees.** The City shall pay the wastewater impact fees for the building site within the Property that will be provided wastewater service by the City (i) at the level required to serve the building site within the Property as of the Effective Date; or (ii) for an undeveloped Property, the City shall pay the wastewater impact fees for up to a maximum of five Living Unit Equivalents (LUEs) (the “Wastewater Impact Fee”), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, from time to time, and that is in effect when the fee is paid, unless Owner rezones the Property to a non-commercial use. If Owner rezones the Property to a non-commercial use, the Owner shall be responsible for payment of all applicable Wastewater Impact Fees. If Owner is responsible for paying the Wastewater Impact Fees, the

Wastewater Impact Fees shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) or the date water service is requested for the lot, tract or parcel of land.

(d) Easements. During the design phase of the Wastewater Line Project, the City shall identify any wastewater easements on Owner's property required to be conveyed to the City. Owner shall convey to the City at no cost to the City the easements reasonably required and to the extent possible, free and clear of all liens and encumbrances, within thirty (30) days of written request by the City, using forms acceptable to the City.

Article VI. Assignment of Commitments and Obligations

6.01. Owner Assignment of Agreement. Owner's rights and obligations under this Agreement may be assigned by Owner to one (1) or more purchasers of all or part of the Property; provided, the City Council of the City must first approve and consent to any such assignment by the Owner of this Agreement including the assignment of any right or duty of the Owner pursuant to this Agreement, which consent shall not be unreasonably withheld, conditioned or delayed.

6.02. Binding Obligations. This Agreement constitutes a covenant that runs with the Property and is binding on future owners of the Property. The Owner and the City acknowledge and agree that this Agreement is binding upon and inure to the benefit of the parties, their successors, and assigns the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Article VII. Default; Reservation of Rights; Attorney's Fees; Waiver

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

7.02. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves

all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

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

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

**Article VIII.
Force Majeure**

8.01. **Definition.** The term “force majeure” as employed herein shall mean and refer to acts of God (which includes natural disasters); strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

8.02. **Notice of Default.** If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

8.03. **Settlements and Strikes.** It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

**Article IX
Notices**

9.01. Method of Notice. Any notice to be given hereunder by a Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Owner shall be addressed:

Easy Jet Drive, LP
Attn: Jeffrey Metzler
1409 Post Oak Blvd., Suite 2701
Houston, Texas 77056

With copy to:

Gray Reed
Attn: Stephen Cooney
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056

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

Article X. Waiver and Release

10.01. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Owner voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Owner to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action against the City Owner

may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement.

**Article XI.
Entire Agreement**

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

**Article XII.
General Provisions**

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

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

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

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

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

exclusively in Travis County, Texas.

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

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

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

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

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

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

by the preceding statement in (A).

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

12.13. Timely Performance. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

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

Exhibit A – Property Description

Exhibit B – Project

Exhibit C – Wastewater Line Project Route

[signature pages follow]

EXECUTED this the ____ day of _____, 2023.

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 _____, 2023, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

Easy Jet Drive, LP
a Texas limited partnership

By: Easy Jet Drive-GP, LLC, a Texas limited liability company, its general partner

By: _____
Name: Jeffrey Metzler
Title: Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Jeffrey Metzler, Manager of Easy Jet Drive-GP, LLC, a Texas limited liability company and the general partner of Easy Jet Drive, LP, a Texas limited partnership, on behalf of said partnership.

(SEAL)

Notary Public, State of Texas

EXHIBIT A PROPERTY DESCRIPTION

DESCRIPTION of a 8.517 acre tract of land situated in the A.C. Caldwell Survey, Abstract No. 154, Travis County, Texas; said tract being all of Lots 6 and 7, Block 5, Manor Commercial Park III, an addition to the City of Manor, Texas according to the plat recorded in Document No. 200500033 of Official Public Records of Travis County, Texas; said tract also being all of a tract of land described in Special Warranty Deed to the Easy Jet Drive, LP, recorded in Document No. 2021214226 of the said Official Public Records; said 8.517 acre tract being more particularly described as follows:

BEGINNING, at a 1/2- inch iron rod with “CARDINAL SURVEY” cap found in the north right-of-way line of Easy Jet Street (80-foot right-of-way) and in the south corner of Lot 5 of said Manor Commercial Park III and the west corner of said Lot 6;

THENCE, North 27 degrees, 15 minutes, 32 seconds East, departing the said north line of Easy Jet Street and along the east line of said Lot 5 and the west line of said Lot 6, a distance of 478.82 feet to a 5/8- inch iron rod with “PACHECO KOCH” cap found in the south line of a tract of land described in Special Warranty Deed to Minnie Mae Harbers Vrazel recorded in Document No. 2020146894 of the said Official Public Records; said point also being the east corner of said Lot 5 and the north corner of said Lot 6;

THENCE, South 63 degrees, 23 minutes, 50 seconds East, along the north line of said Lots 6 and 7 and the said south line of Minnie Mae Harbers Vrazel tract, a distance of 773.80 feet to a 5/8-inch iron pipe found; said point being the east corner of said Lot 7 and the north corner of a tract of land described in Special Warranty Deed to Juanita Nava recorded in Document No. 2020095917 of the said Official Public Records;

THENCE, South 27 degrees, 18 minutes, 30 seconds West, departing the said south line of Minnie Mae Harbers Vrazel tract and along the east line of said Lot 7 and the west line of said Juanita Nava tract, a distance of 325.01 feet to a 2-inch Brass Monument found; said point being the west corner of said Juanita Nava tract and the north corner of Lot 3, Kimbro Road Estates, an addition to the City of Manor, Texas according to the plat recorded in of recorded in Volume 79, Page 12 of the Map Records of Travis County, Texas;

THENCE, South 27 degrees, 14 minutes, 32 seconds West, along the east line of said Lot 7 and the west line of said Lot 3, Kimbro Road Estates a distance of 162.20 feet to a 1/2-inch iron rod found; said point being the south corner of said Lot 7 and the east corner of Lot 8 of said Manor Commercial Park III;

THENCE, North 62 degrees, 06 minutes, 28 seconds West, departing the said west line of Lot 3, Kimbro Road Estates, along the south line of said Lot 7 and the north line of said Lot 8, a distance of 410.08 feet to a MAG Nail found; in the northerly line of the cul-de-sac of said Easy Jet Street and also being the southwest corner of said Lot 7 and the north corner of said Lot 8 and said point being the beginning of a non-tangent curve to the left;

THENCE, along the said northerly line of said cul-de-sac of Easy Jet Street and the southerly line of said Lots 6 and 7, the following three (3) calls:

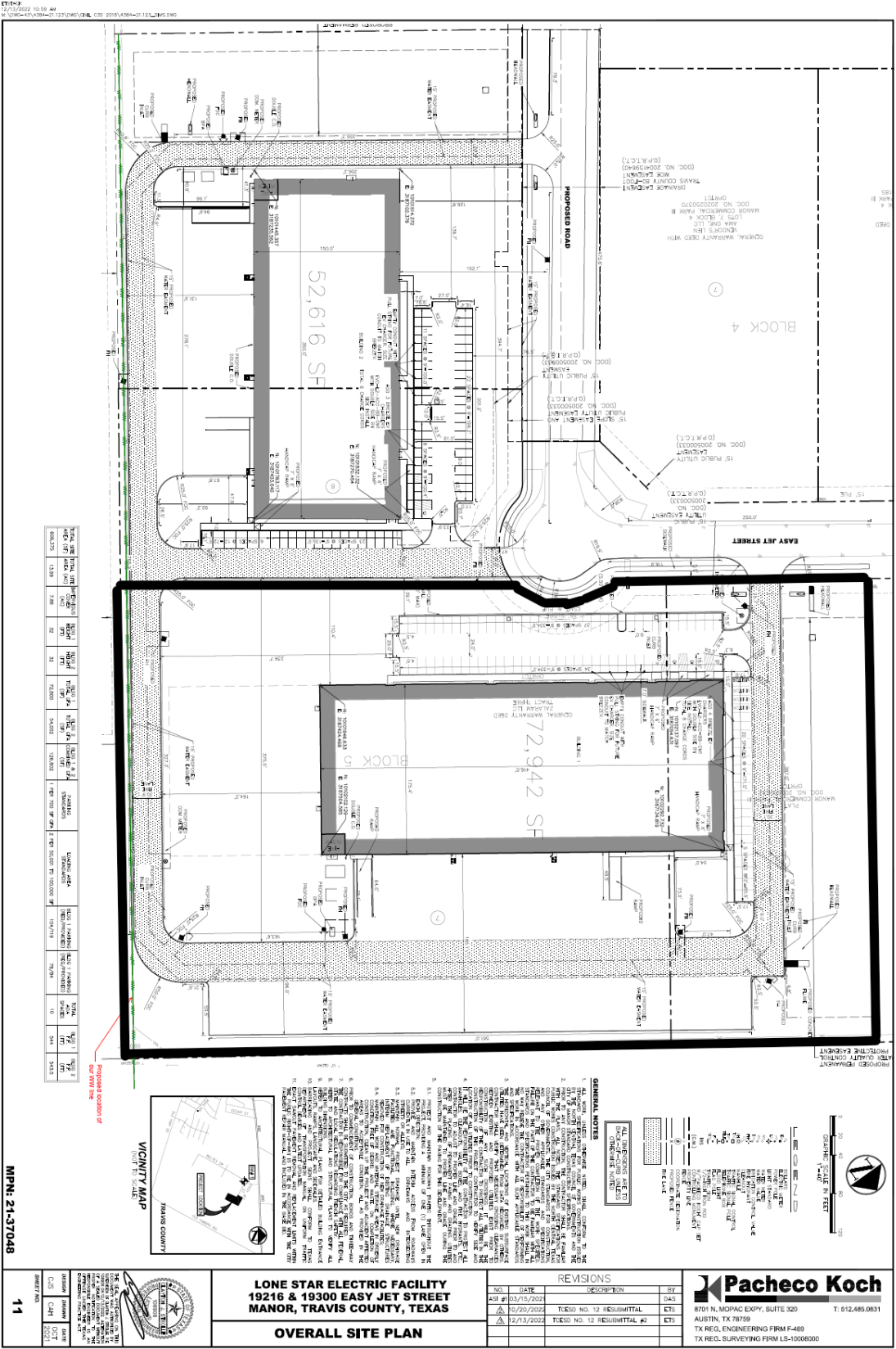
Along said curve, having a central angle of 88 degrees, 24 minutes, 04 seconds, a radius of 64.00 feet, a chord bearing and distance of North 61 degrees, 37 minutes, 34 seconds West, 89.24 feet, an arc distance of 98.75 feet to a 1/2- inch iron rod found at the end of said curve; said point being the beginning of a non-tangent curve to the right;

Along said curve having a central angle of 43 degrees, 05 minutes, 10 seconds, a radius of 25.00 feet, a chord bearing and distance of North 84 degrees, 17 minutes, 02 seconds West, 18.36 feet, an arc distance of 18.80 feet to a 5/8- inch iron rod with “PACHECO KOCH” cap found at the end of said curve;

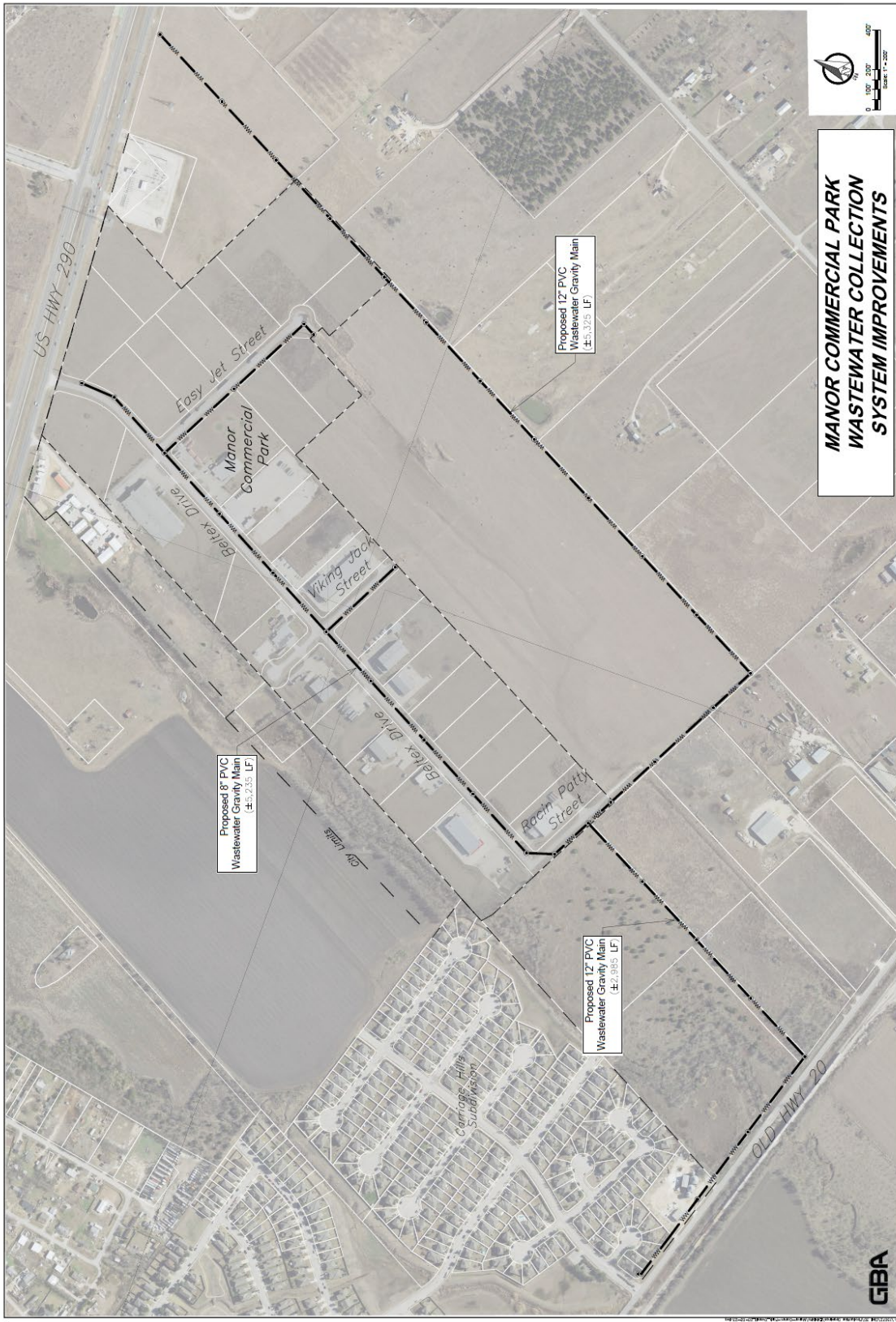
North 62 degrees, 44 minutes, 28 seconds West, a distance of 257.16 feet to the **POINT OF BEGINNING**;

CONTAINING: 371,031 square feet or 8.517 acres of land, more or less.

**EXHIBIT B
PROJECT**



**EXHIBIT C
WASTEWATER LINE PROJECT ROUTE**





AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Development Agreement for Manor Commercial Park Development – Maddtex.

BACKGROUND/SUMMARY:

This property has its final reading for annexation on this City Council agenda. Along with the annexation is this development agreement that would provide wastewater service to the property. The city has been working with the property owners in the Manor Commercial to bring wastewater service and have them voluntarily annex into the city limits. A zoning case for Light Industrial will be filed for this property.

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

- Development agreement

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council approve a Development Agreement for Manor Commercial Park Development – Maddtex.

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

**DEVELOPMENT AGREEMENT
FOR MANOR COMMERCIAL PARK DEVELOPMENT
(Maddtex)**

This Development Agreement for Manor Commercial Park Development (the “Agreement”) is made and entered into, effective as of the _____ day of _____, 2023, by and between the **City of Manor, Texas**, a Texas home rule municipal corporation (the “City”) and **Maddtex Drive, LP**, a Texas limited partnership (the “Owner”). The City and Owner are hereinafter sometimes referred to as a “Party” and collectively as the “Parties.” The Parties agree as follows:

RECITALS

A. Owner owns approximately 5.470 acres of land, more or less, located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Property”). The Property is located within the City’s extraterritorial jurisdiction (“ETJ”) and not within the ETJ or corporate limits of any other municipality.

B. Owner will develop the Property as a commercial development project, as provided in this Agreement, and as generally shown on **Exhibit B** attached hereto and incorporated herein for all purposes (the “Project”), which shows the general location of the commercial use area as currently configured.

C. Prior to the Effective Date, Owner submitted an annexation petition covering the Property and it is intended that concurrently herewith, the Property will be annexed into the full purpose jurisdiction of the City.

D. The City shall be the exclusive retail provider of wastewater service to the Property.

E. The Property is not currently served by wastewater facilities.

F. The Parties desire to establish the agreed components of the wastewater infrastructure required for the development and use of the Property pursuant to the Applicable Regulations, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement.

G. Owner requested voluntary annexation of the Property into the corporate boundaries of the City as provided in Section 3.01 herein, to enable the Owner to obtain the benefits of this Agreement, to secure the City’s agreement to provide wastewater to Owner in connection with the conveyance and financing of certain improvements and to define, protect and clarify approvals to be granted with respect to development of the Property pursuant to this Agreement.

H. The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned

land uses and permitted intensity of development of the Property as provided in this Agreement. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness and enforceability of this Agreement.

I. This Agreement is entered into pursuant to the provisions of the City Charter of the City (“City Charter”) and applicable state law.

AGREEMENT

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

Article I. Incorporation of Recitals and Definitions

1.01. Recitals Incorporated. The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

1.02. Definitions. Capitalized terms used in this Agreement shall have the meanings set forth in this section, unless otherwise defined, or unless the context clearly requires another definition.

“Agreement” is defined in the preamble hereof and includes any subsequent written amendments or modifications pursuant to Section 11.01 hereof.

“Annexation Ordinance” means Ordinance No. _____ covering the Property and including the Property within the City’s full purpose jurisdiction, adopted on even date herewith.

“Applicable Regulations” shall have the meaning set forth in Section 4.01 hereof.

“City Council” means the City Council for the City of Manor, Texas.

“City Manager” means the City Manager of the City of Manor, Texas.

Article II. Purpose, Benefits, Authority, Term and Termination

2.01. Purpose. The City and Owner want to provide for the City to design and construct a wastewater line for wastewater services for use by the Property and other development actions by both Parties.

2.02. General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will

provide wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; and (c) the wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of extension of its wastewater system. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.03. **Term of Agreement; Termination.** The term of this Agreement shall be five (5) years from the Effective Date. Upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided this Agreement will terminate and expire earlier if: (a) Owner defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement; (b) Owner defaults in the performance of any other contract or agreement between the Parties regarding or applicable to the development of the Property and the default is not timely cured within the time provided for cure in this Agreement; (c) the Property is fully developed and built-out by Owner; or (d) the Property is disannexed by the City. The Parties further mutually agree that this Agreement shall be in full force and effect from the Effective Date until the termination date, provided that the City may terminate this Agreement in accordance with Article VII.

Article III. Annexation; Sequence of Events

3.01. **Annexation.** Owner voluntarily requested that the City approve annexation of the Property by the submission of an annexation petition to the City.

3.02. **Disannexation.** It is the intent of the Parties to enter into this Agreement to address, among other things, the service of wastewater to the Property through the construction of a Wastewater Line Project by the City. In the event that the City does not construct the Wastewater Line and does not provide a wastewater service connection to the Property by June 30, 2025 (the “Wastewater Service Period”), then the Owner can request, and City will, disannex the Property. Owner agrees not to request any taxes that may be paid to the City during the period the Property is in the City. No monies will be paid by the City whatsoever to Owner in relation to annexation/disannexation. Disannexation is the sole remedy. Owner must request disannexation up to sixty (60) days after the Wastewater Service Period has expired. The ability to request disannexation expires upon the earlier to occur: (1) sixty (60) days after the Wastewater Service Period has expired; or (2) the date the wastewater service connection is provided by the City to the Property.

3.03. **Contemplated Sequence of Events.** The sequence of events contemplated by this Agreement is as follows:

- (a) Second and final reading of the Annexation Ordinance;

- (b) Approval of this Agreement by the City Council and Owner;
 - (c) Submission of zoning application by Owner;
 - (d) Beginning of public hearings and process to adopt an ordinance zoning the Property;
- and
- (e) Second and final reading of an ordinance zoning the Property.

Article IV.
Development of the Property

4.01. Applicable Regulations.

(a) Owner shall plan, plat, build-out and complete development and infrastructure on the Property in compliance with the Applicable Regulations, as the term is defined in subsection (b), and this Agreement; or as submitted to Travis County prior to the execution of this Agreement. It is the intent of the Owner that the Property be developed in compliance with the land uses and development standards attributable to a light industrial development with the land uses and densities set forth in the light industrial zoning category of the City’s Code of Ordinances, Chapter 14 upon the submittal and approval of a zoning application for the Property.

(b) Except as maybe modified by this Agreement, the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City’s ordinances applicable to the Property on the date of this Agreement, and such amendments to City ordinances and regulations that that may be applied to the Development under Chapter 245, Texas Local Government Code, and good engineering practices (the “Applicable Regulations”).

4.02. Travis County Approvals. The Owner is entitled to develop the Property in compliance with approved or in progress plats and/or plans submitted to Travis County prior to the date of this Agreement.

4.03. Zoning. It is the intent of the Owner that the application for zoning of the Property will be to zone the Property for light industrial use. It is the intent of the Owner to have the City zone the Property as light industrial. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City, with such process to be commenced upon receipt of a zoning application that complies with this Agreement and the Applicable Regulations. If the Owner submits a zoning application to zone the Property something other than as provided for in this Section, then Owner shall pay all required fees, including applicable wastewater fees.

4.04. Outdoor Lighting Requirement. Notwithstanding Section 4.02 above, Owner agrees that the outdoor lighting standards set forth in the City’s Code of Ordinances, Article 15.05 shall apply to all development on the Property.

Article V. Wastewater Service

5.01. **Wastewater Line Project.** The wastewater Line Project consists of an extension of a wastewater transmission/collector line (8- inches and 12-inches in diameter) (the “Wastewater Line”) from a proposed 12-inch wastewater line, along a route generally shown on **Exhibit C** and all the appurtenant facilities and equipment reasonably required to operate the Wastewater Line (the “Wastewater Line Project”). The construction of the Wastewater Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.02. **Timely Construction of Wastewater Line Project.** City shall design, construct and install the Wastewater Line in accordance with the terms and conditions of this Agreement at no cost to Owner. The Wastewater Line Project shall be completed by the City on or before June 30, 2025. The City will own, operate and maintain the Wastewater Line and will be responsible for all costs associated with it, except as otherwise provided by this Agreement.

5.03. **Wastewater Service.**

(a) **Service Connections.** Upon completion of the Water Line Project, the City will provide wastewater service to the Property, and will approve direct connections for each commercial unit or structure to the City’s wastewater system upon a Certificate of Occupancy being issued for the unit or structure and provide wastewater service for the commercial unit or structure on the same terms and conditions as provided to all other areas of the City; provided that all infrastructure required to serve the Property has been constructed. As used in this Agreement, “direct connection” means a wastewater service line that is directly connected to a wastewater main that ties into a manhole on the Wastewater Line Project.

(b) **Wastewater Service Construction Obligations.** Unless otherwise provided in this Agreement, City shall be responsible for the engineering and construction of all wastewater lines, infrastructure and facilities necessary to serve the Property.

(c) **Payment of Wastewater Impact Fees.** The City shall pay the wastewater impact fees for the building site within the Property that will be provided wastewater service by the City (i) at the level required to serve the building site within the Property as of the Effective Date; or (ii) for an undeveloped Property, the City shall pay the wastewater impact fees for up to a maximum of five Living Unit Equivalents (LUEs) (the “Wastewater Impact Fee”), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, from time to time, and that is in effect when the fee is paid, unless Owner rezones the Property to a non-commercial use. If Owner rezones the Property to a non-commercial use, the Owner shall be responsible for payment of all applicable Wastewater Impact Fees. If Owner is responsible for paying the Wastewater Impact Fees, the Wastewater Impact Fees shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) or the date water service is requested for the lot, tract or parcel of

land.

(d) Easements. During the design phase of the Wastewater Line Project, the City shall identify any wastewater easements on Owner's property required to be conveyed to the City. Owner shall convey to the City at no cost to the City the easements reasonably required and to the extent possible, free and clear of all liens and encumbrances, within thirty (30) days of written request by the City, using forms acceptable to the City.

Article VI. Assignment of Commitments and Obligations

6.01. Owner Assignment of Agreement. Owner's rights and obligations under this Agreement may be assigned by Owner to one (1) or more purchasers of all or part of the Property; provided, the City Council of the City must first approve and consent to any such assignment by the Owner of this Agreement including the assignment of any right or duty of the Owner pursuant to this Agreement, which consent shall not be unreasonably withheld, conditioned or delayed.

6.02. Binding Obligations. This Agreement constitutes a covenant that runs with the Property and is binding on future owners of the Property. The Owner and the City acknowledge and agree that this Agreement is binding upon and inure to the benefit of the parties, their successors, and assigns the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Article VII. Default; Reservation of Rights; Attorney's Fees; Waiver

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

7.02. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

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

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

Article VIII. Force Majeure

8.01. **Definition.** The term "force majeure" as employed herein shall mean and refer to acts of God (which includes natural disasters); strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

8.02. **Notice of Default.** If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

8.03. **Settlements and Strikes.** It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

Article IX Notices

9.01. **Method of Notice.** Any notice to be given hereunder by a Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when

deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Owner shall be addressed:

Maddtex Drive, LP
Attn: Jeffrey Metzler
1409 Post Oak Blvd., Suite 2701
Houston, Texas 77056

With copy to:

Gray Reed
Attn: Stephen Cooney
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056

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

Article X. Waiver and Release

10.01. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Owner voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Owner to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action against the City Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement.

**Article XI.
Entire Agreement**

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

**Article XII.
General Provisions**

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

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

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

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

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

12.06. Interpretation; Terms and Dates. References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for

performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

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

12.08. Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile, and each such counterpart shall be deemed and original and all such counterparts shall be deemed one and the same instrument.

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

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

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

12.12. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and

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

12.13. Timely Performance. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

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

Exhibit A – Property Description

Exhibit B – Project

Exhibit C – Wastewater Line Project Route

[signature pages follow]

EXECUTED this the _____ day of _____, 2023.

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 _____, 2023, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

Maddtex Drive, LP
a Texas limited partnership

By: Maddtex Drive-GP, LLC, a Texas limited liability company, its general partner

By: _____
Name: Jeffrey Metzler
Title: Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Jeffrey Metzler, Manager of Maddtex Drive-GP, LLC, a Texas limited liability company and the general partner of Maddtex Drive, LP, a Texas limited partnership, on behalf of said partnership.

(SEAL)

Notary Public, State of Texas

**EXHIBIT A
PROPERTY DESCRIPTION**

DESCRIPTION OF A 5.470 ACRE TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, SAID TRACT BEING ALL OF LOTS 8 BLOCK 5 MANOR COMMERCIAL PARK III, AN ADDITION TO THE CITY OF MANOR, TEXAS ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 200500033 OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT ALSO BEING ALL OF A 3.550 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2021214229 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 5.470 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 3.550 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 8, BLOCK 5, MANOR COMMERCIAL PARK III, AN ADDITION TO THE CITY OF MANOR, TEXAS ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 200500033 OF SAID OFFICIAL PUBLIC RECORDS,

THENCE, SOUTH 27 DEGREES, 16 MINUTES, 24 SECONDS WEST, ALONG THE EAST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 366.20 FEET TO THE SOUTHEAST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 62 DEGREES, 47 MINUTES, 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 421.37 FEET TO THE SOUTHWEST CORNER OF SAID 3.550 ACRE TRACT;

THENCE, NORTH 27 DEGREES, 53 MINUTES, 25 SECONDS EAST, ALONG THE WEST LINE OF SAID 3.550 ACRE TRACT, A DISTANCE OF 425.61 FEET PASSING A TERMINUS POINT OF SAID EASY JET STREET AND CONTINUING IN ALL A TOTAL DISTANCE OF 469.88 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND; SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT AND BEING ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET;

THENCE, ALONG THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET AND THE WESTERLY LINE OF SAID LOT 8 THE FOLLOWING TWO (2) CALLS:

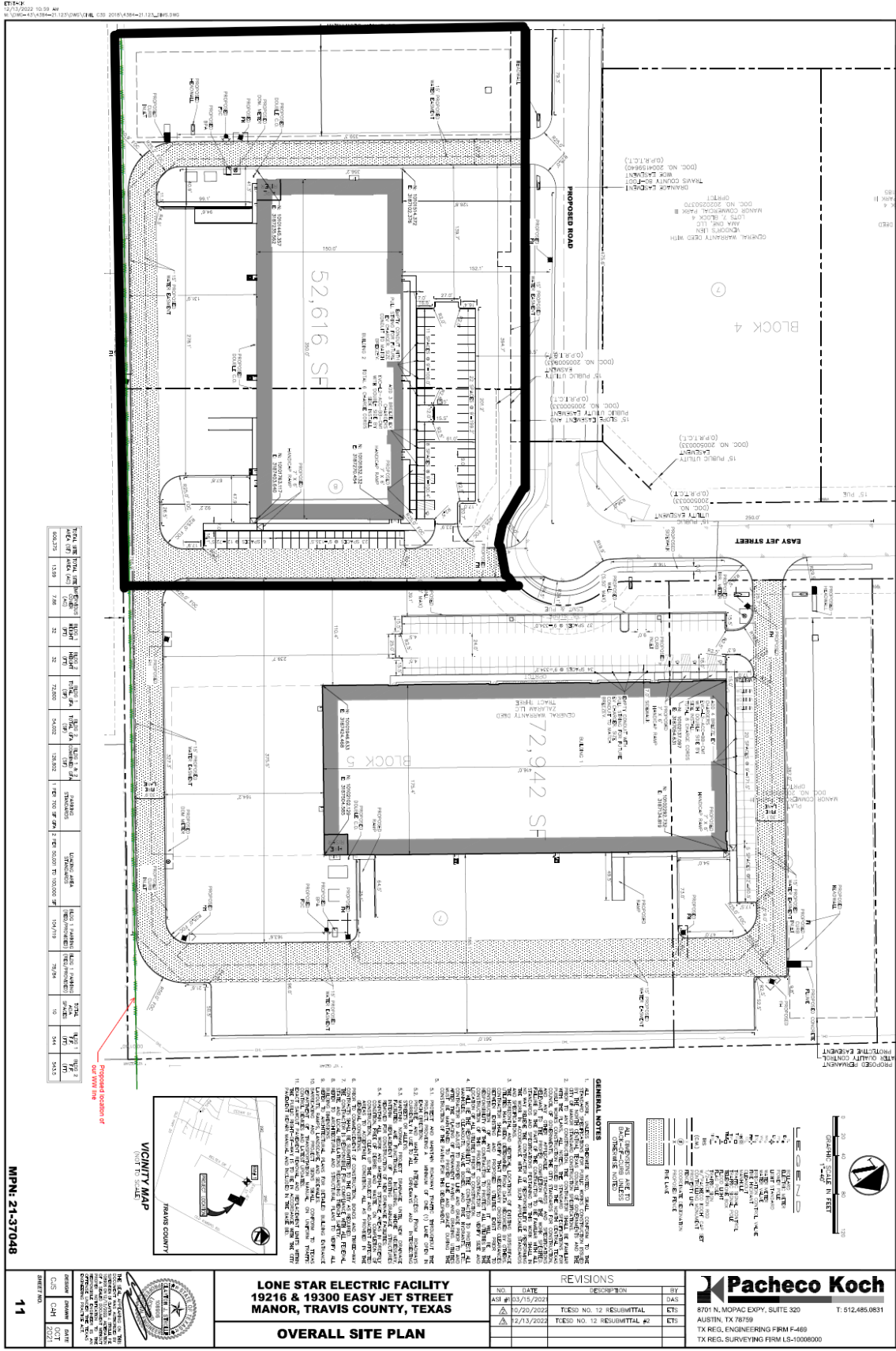
ALONG SAID CURVE BEING THE EASTERLY LINE OF THE CUL-DE-SAC OF SAID EASY JET STREET, HAVING A CENTRAL ANGLE OF 43 DEGREES, 05 MINUTES, 10 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES, 25 MINUTES, 59 SECONDS EAST, 18.36 FEET, AN ARC DISTANCE OF 18.80 FEET TO A 1/2-INCH IRON ROD WITH YELLOW "CARDINAL SURVEY" CAP FOUND AT THE END OF SAID CURVE; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 13 DEGREES, 38 MINUTES, 53 SECONDS, A RADIUS OF 64.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES, 56 MINUTES, 49 SECONDS WEST, 15.21 FEET, AN ARC DISTANCE OF 15.25 FEET TO THE END OF SAID CURVE, AND THE NORTHWEST CORNER OF SAID LOT 8;

THENCE, SOUTH 62 DEGREES, 06 MINUTES, 28 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 410.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 27 DEGREES, 14 MINUTES, 32 SECONDS WEST, A DISTANCE OF 205.01 FEET, ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING; CONTAINING: 238,276 SQUARE FEET OR 5.470 ACRES OF LAND, MORE OR LESS.

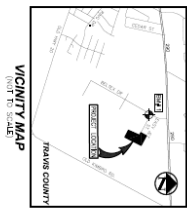
**EXHIBIT B
PROJECT**



12/11/2022 10:59 AM
 12/11/2022 10:59 AM
 12/11/2022 10:59 AM

LOT NO.	AREA (SQ. FT.)	AREA (AC.)	PERCENTAGE OF TOTAL SITE AREA
1	13,899	0.31	5.5%
2	7,280	0.17	3.1%
3	32	0.00	0.0%
4	72,800	1.66	33.1%
5	24,000	0.55	11.0%
6	128,000	2.94	58.8%
7	154,719	3.53	69.3%
8	76,784	1.75	34.5%
9	10	0.00	0.0%
10	244	0.01	0.1%
11	5,515	0.13	2.6%
TOTAL	250,000	5.72	100.0%

Proposed location of
 outfall line



- GENERAL NOTES**
1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 2. THE PROPOSED FACILITY IS SHOWN IN SHADING.
 3. THE PROPOSED FACILITY IS SUBJECT TO THE APPROVAL OF THE TRAVIS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TRAVIS COUNTY ENGINEERING DEPARTMENT.
 4. THE PROPOSED FACILITY IS SUBJECT TO THE APPROVAL OF THE TRAVIS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TRAVIS COUNTY ENGINEERING DEPARTMENT.
 5. THE PROPOSED FACILITY IS SUBJECT TO THE APPROVAL OF THE TRAVIS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TRAVIS COUNTY ENGINEERING DEPARTMENT.
 6. THE PROPOSED FACILITY IS SUBJECT TO THE APPROVAL OF THE TRAVIS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TRAVIS COUNTY ENGINEERING DEPARTMENT.
 7. THE PROPOSED FACILITY IS SUBJECT TO THE APPROVAL OF THE TRAVIS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TRAVIS COUNTY ENGINEERING DEPARTMENT.
 8. THE PROPOSED FACILITY IS SUBJECT TO THE APPROVAL OF THE TRAVIS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TRAVIS COUNTY ENGINEERING DEPARTMENT.
 9. THE PROPOSED FACILITY IS SUBJECT TO THE APPROVAL OF THE TRAVIS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TRAVIS COUNTY ENGINEERING DEPARTMENT.
 10. THE PROPOSED FACILITY IS SUBJECT TO THE APPROVAL OF THE TRAVIS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TRAVIS COUNTY ENGINEERING DEPARTMENT.
 11. THE PROPOSED FACILITY IS SUBJECT TO THE APPROVAL OF THE TRAVIS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TRAVIS COUNTY ENGINEERING DEPARTMENT.

REVISIONS

NO.	DATE	DESCRIPTION
1	12/13/2022	ISSUED FOR PERMIT
2	12/13/2022	ISSUED FOR PERMIT #2

Pacheco Koch
 8701 N. MOPAC EXPY, SUITE 320
 AUSTIN, TX 78759
 TX REG. ENGINEERING FIRM #469
 TX REG. SURVEYING FIRM LS-11008000

**LONE STAR ELECTRIC FACILITY
 19216 & 19300 EASY JET STREET
 MANOR, TRAVIS COUNTY, TEXAS**

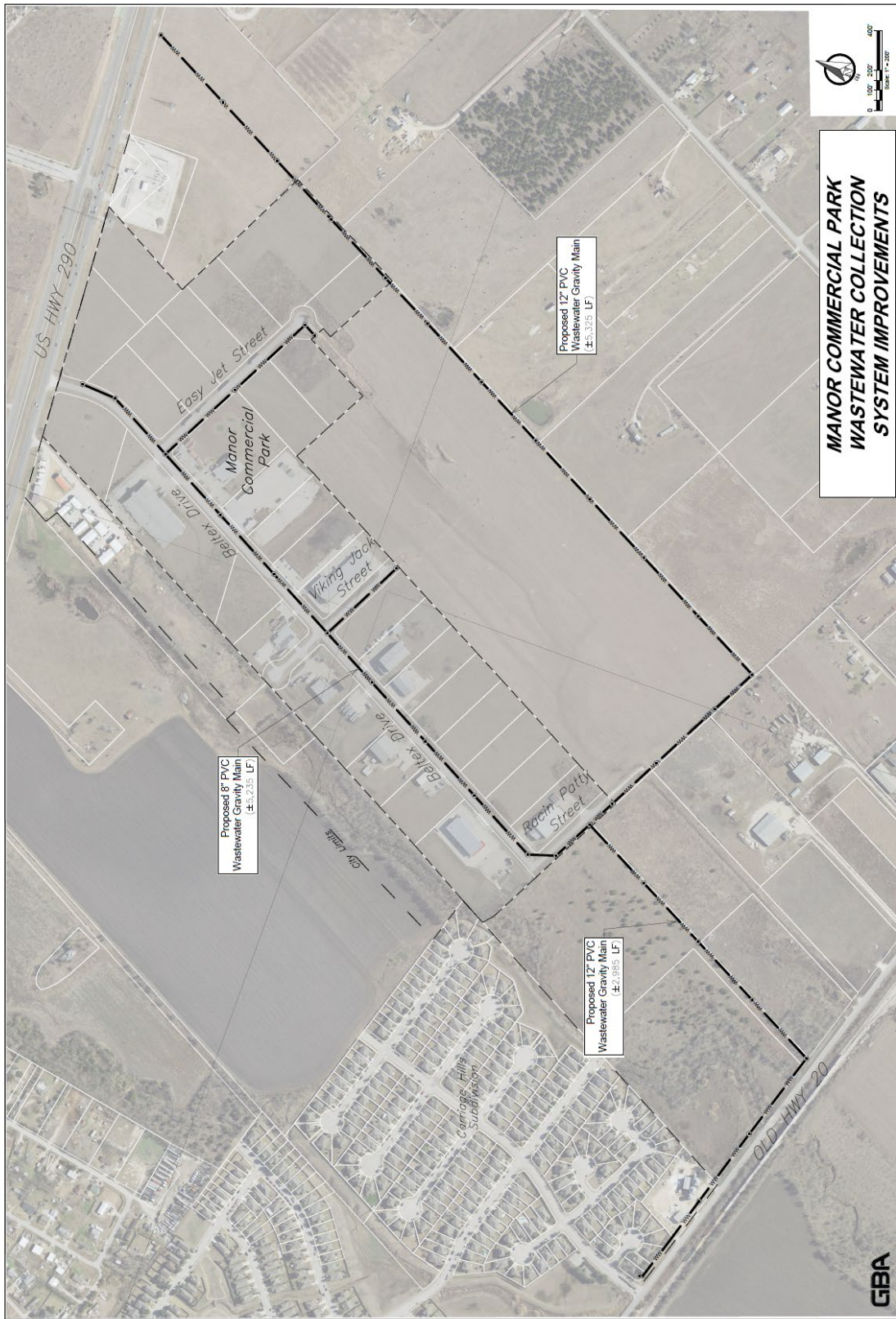
OVERALL SITE PLAN

MPN-21-37048

11

DATE: 12/13/2022
 DRAWN: [Name]
 CHECKED: [Name]
 APPROVED: [Name]

EXHIBIT C
WASTEWATER LINE PROJECT ROUTE





AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution accepting the petition for annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

BACKGROUND/SUMMARY:

This is for the Gregg Lane right-of-way from Wilbarger Creek to 1002' from FM 973. It was initially annexed as part of the Monarch Ranch annexation (Ord. 634), but the County has an updated process for ROW annexations whereby the city must request from the County that the County voluntarily request from the City that we annex the ROW. The County Commissioners Court approved their request for annexation on January 10, 2023. As we've received the County's voluntary request for annexation, the City Council can now proceed with this Resolution accepting the petition and setting a public hearing date.

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

- Resolution No. 2023-07
- Petition
- Ord 634

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve Resolution No. 2023-07 accepting the petition for annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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

RESOLUTION NO. 2023-07

A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 2.942 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 §43.1055 of the Texas Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City;

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 is hereby accepted:

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

Public hearings are set for the dates of April 5, 2023 and April 19, 2023. Notice of such hearing shall be published and posted in accordance with §43.063, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit “A” shall control.

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

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

PASSED AND APPROVED this the 15th day of March 2023.

ATTEST:

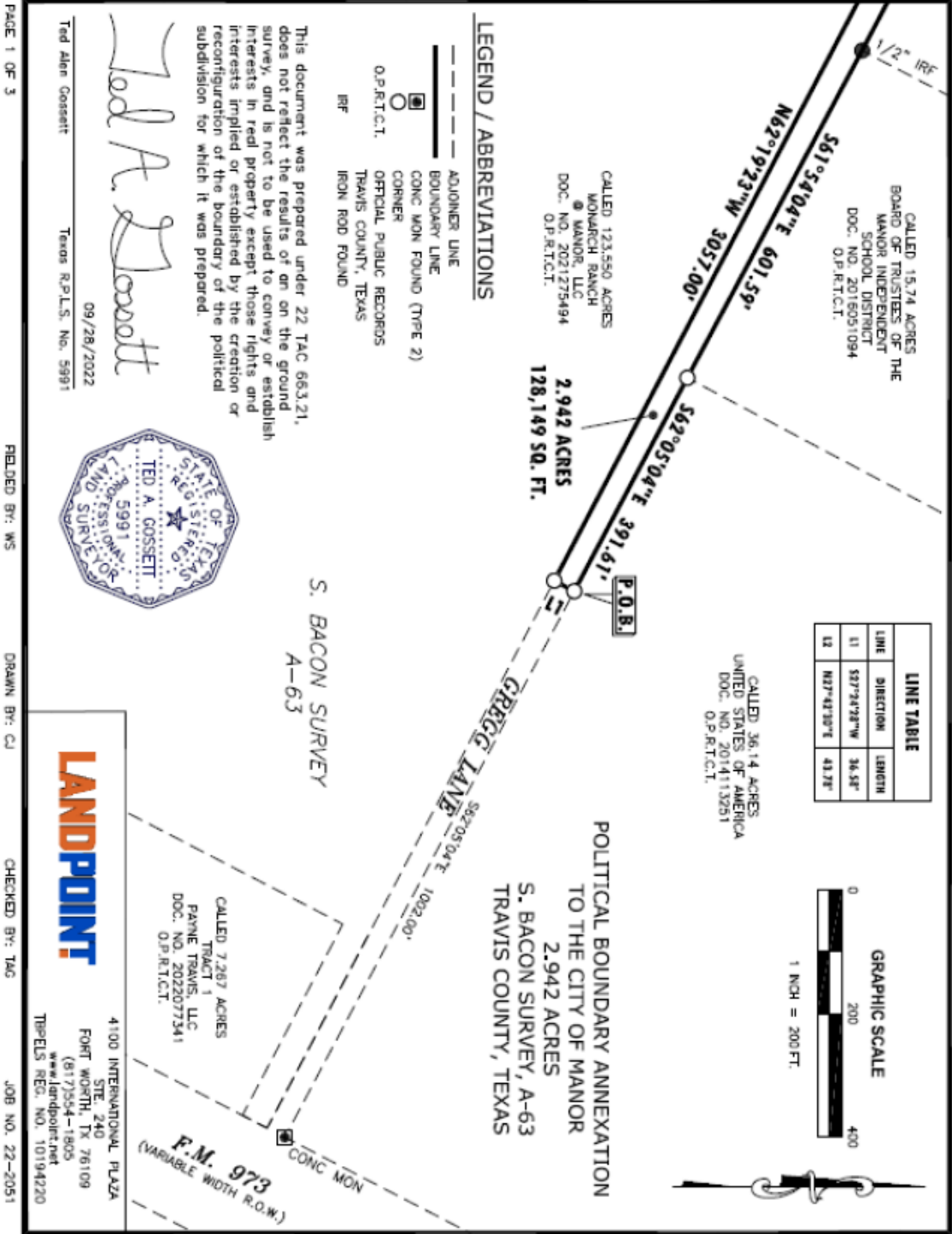
CITY OF MANOR, TEXAS:

Lluvia T. Almaraz, City Secretary

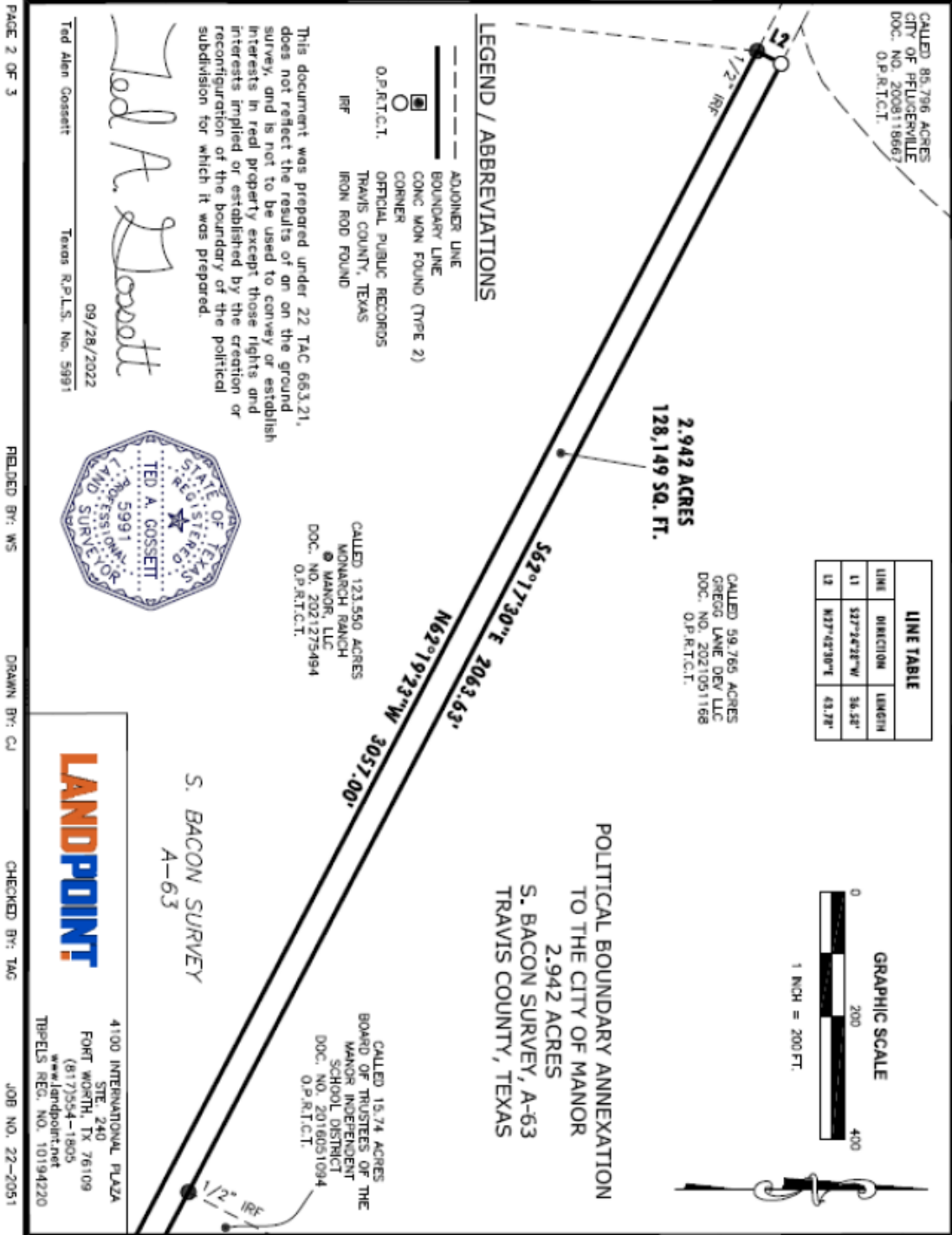
Dr. Christopher Harvey, Mayor

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

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



LEGAL DESCRIPTION

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

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

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

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

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

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

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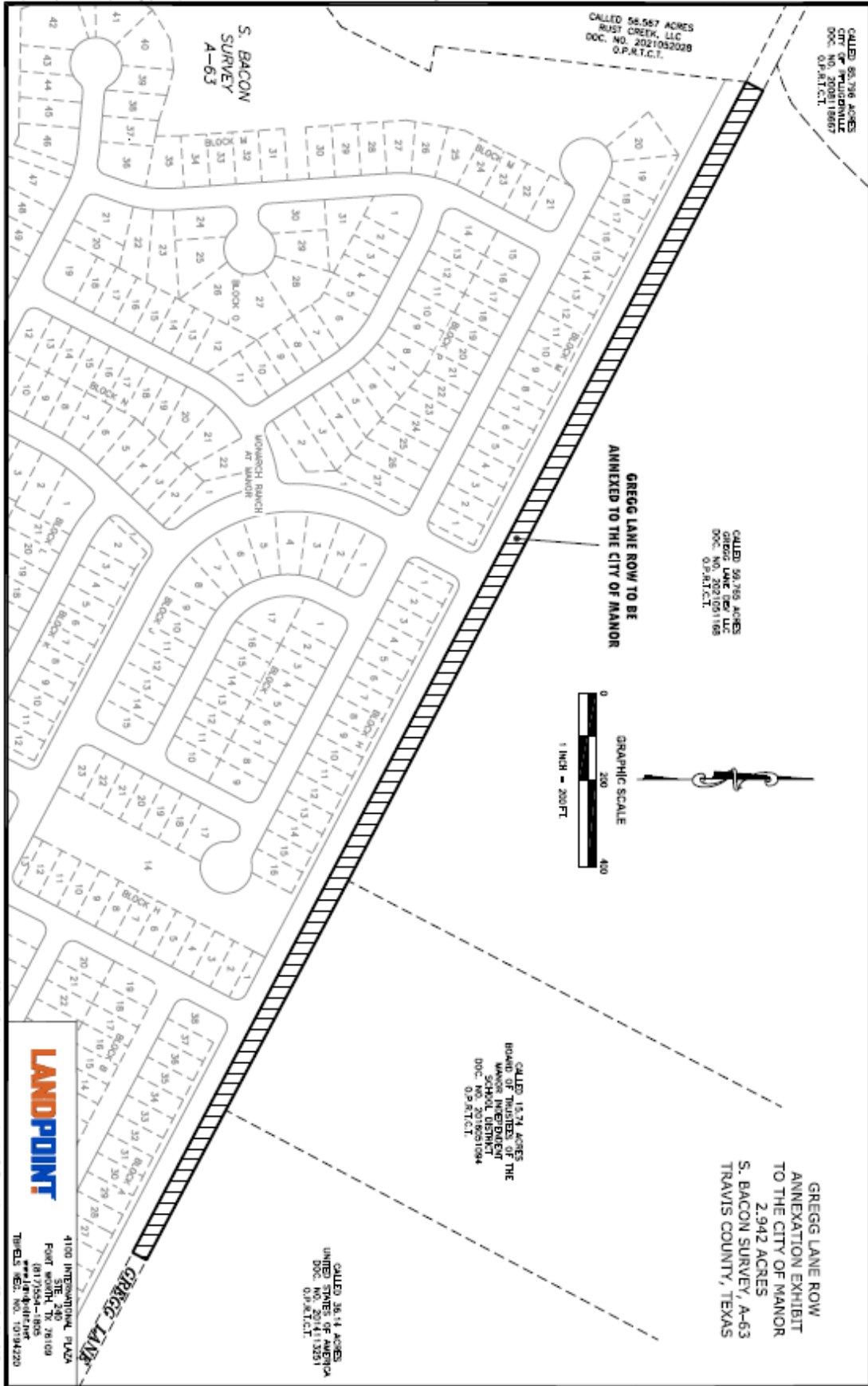


Ted A. Gossett
09/28/2022
Ted Allen Gossett Texas R.P.L.S. No. 5991



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STE. 240
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Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, January 10, 2023

Agenda Language:

Consider and take appropriate action regarding the Annexation of a portion of Gregg Lane by the City of Manor. (Commissioner Travillion)

Prepared By/Phone Number: David Hunter, Assistant Director - Public Works, 512-854-4660

Elected/Appointed Official or Department Head: Cynthia McDonald

Commissioners Court Sponsor(s): Commissioner Travillion, Precinct One

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

The City of Manor annexed the adjacent tract of land by Ordinance 634 on January 19, 2022, and annexing this portion of the roadway would permit the City to plan for future improvements, construct and maintain improvements, install utilities, and control driveway access as development occurs. Pursuant to Section 43.106 of the Texas Local Government Code (TLGC), if a municipality wants to annex a tract of land, it also has to annex the full width of the adjacent right-of-way containing the county road. The TLGC goes on to stipulate in Section 43.1005 that if a municipality seeks to annex a roadway, the annexation must be authorized by the Commissioners Court. The City of Manor is requesting that the Travis County Commissioners Court consent to their annexation of approximately 3,057 feet in length portion of Gregg Lane. This portion of the roadway is further described in the attached exhibits.

Staff Recommendations:

TNR staff recommends that the Commissioners Court consent to the proposed annexation.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

The annexation will remove the subject right-of-way from Travis County Maintenance.

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Sydnia Crosbie	Chief Deputy	TNR	(512) 854-7682
Patrick Krishock	Financial Manager, Sr	TNR	(512) 854-7675

David Greear, P.E. Public Works TNR (512) 854-7660
Director

CC

Jennifer Hopgood County Attorney CA (512) 854-9415

Attachments:

1. Travis County Annexation Request Gregg Lane
2. Manor - Petition to annex Gregg Lane ROW
3. 22-2051 GREGG LANE ANNEXATION EXHIBIT
4. 22-2051 GREGG LANE ANNEXATION SURVEY
5. 634 Annexation Ordinance_Enfield 134.529 acres



David P. Hunter
Travis County
Transportation & Natural Resources
Assistant Public Works Director
Road and Bridge Maintenance
P.O. Box 1748
Austin, TX 78767-1748

Gregg Lane Annexation Request

Mr. Hunter,

The City of Manor is requesting from Travis County a voluntary annexation petition for a portion of Gregg Lane, being approximately 3,057 feet in length and 2.94 acres, and more specifically shown on the enclosed survey and map. The City of Manor recently annexed the adjacent tract of land by Ordinance 634 on January 19, 2022 and annexing this portion of roadway would permit the City to plan for future improvements, construct and maintain improvements, install utilities, and control driveway access as development occurs.

Thank you,

A handwritten signature in black ink, appearing to read 'Scott Moore', written in a cursive style.

Scott Moore
City Manager

Enclosed: Survey (3 pages), Exhibit (1 page), Ordinance 634 (15 Pages)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PETITION FOR VOLUNTARY ANNEXATION
OF PROPERTY INTO THE CITY LIMITS
OF THE CITY OF MANOR, TEXAS**

To the Mayor and City Council of the City of Manor, Texas:


The undersigned owner or agent of a tract of land being a portion of the right-of-way of Gregg Lane in Travis County do hereby request and petition the City of Manor (“City”), pursuant to the Texas Local Government Code, to extend the present corporate limits of the City and annex the right-of-way more fully described in Exhibit A, which description is attached and incorporated herein for all purposes.

I/We certify and swear that:

- 1. Travis County is the owner or agent of the road right-of-way described in Exhibit A; and
- 2. This request for annexation of the tract by Manor is made voluntarily.

Travis County

By:

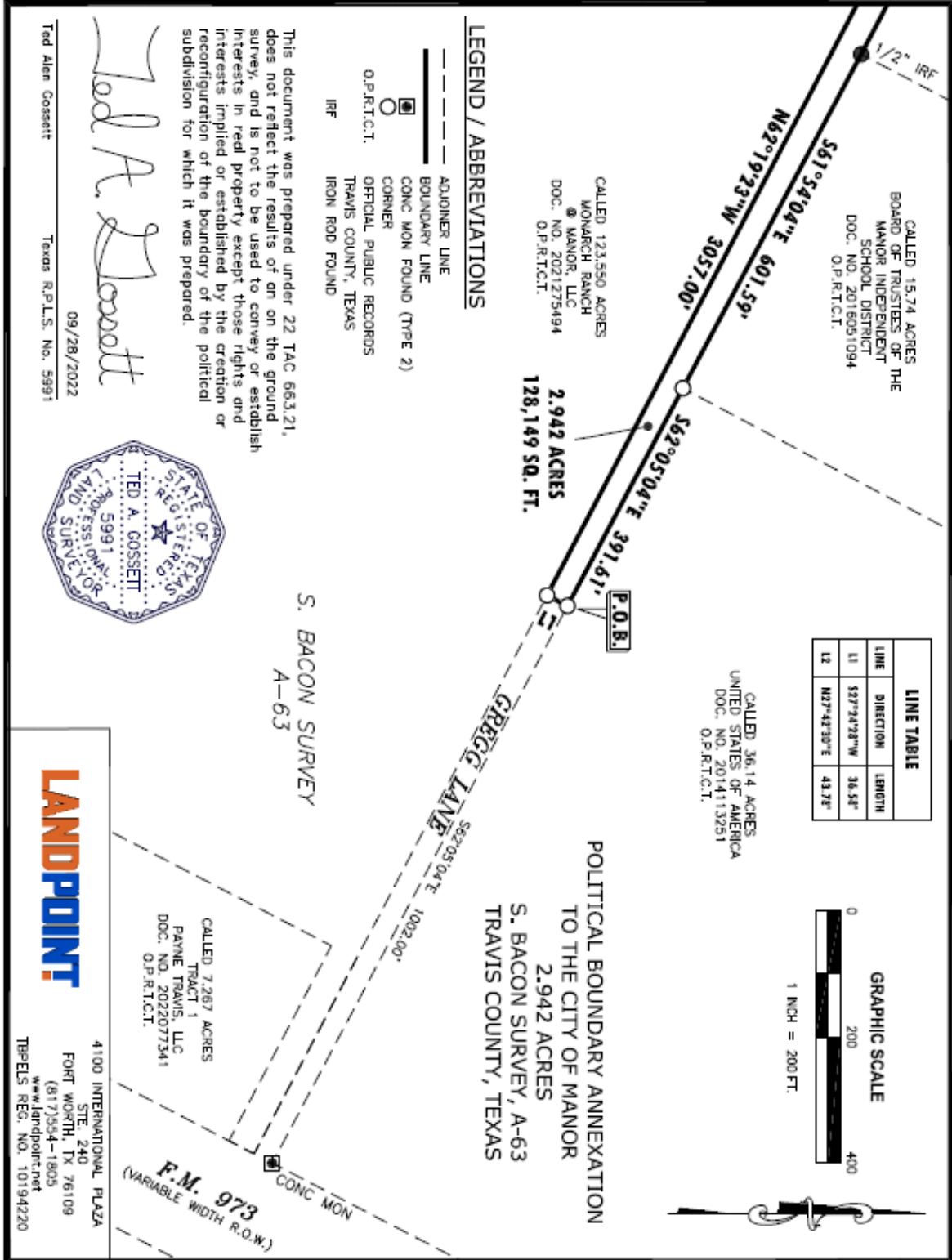
DocuSigned by:

C21317DB291D47D...
Name County Judge

Address: 700 Lavaca St, 2nd Floor
 Austin, TX 78701

Date : 2/3/2023 | 1:51 PM PST

EXHIBIT A
Right of Way Legal Description

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PAGE 1 OF 3

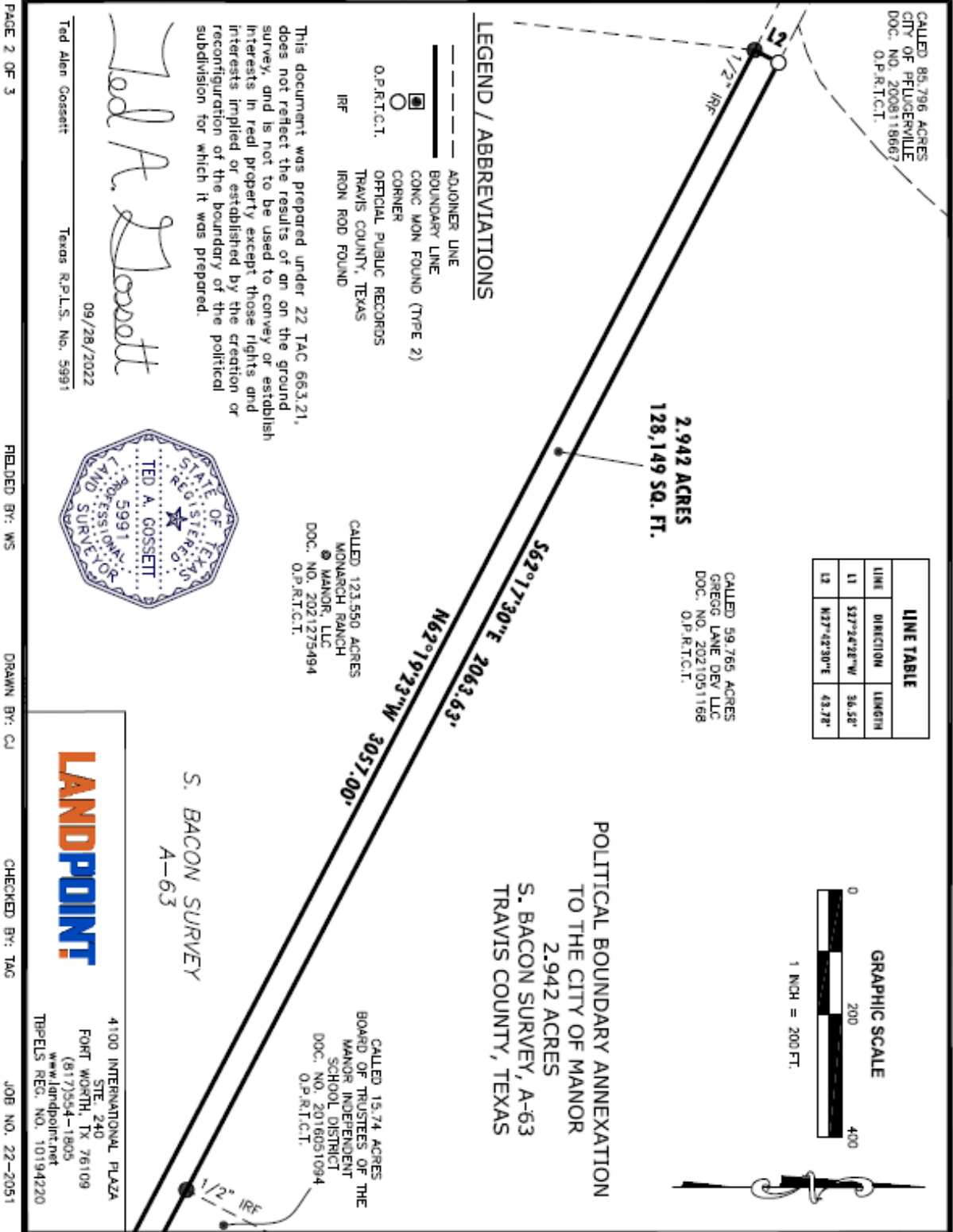
FILED BY: WS

DRAWN BY: CJ

CHECKED BY: TAG

JOB NO. 22-2051

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



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Ted A. Gossett

09/28/2022

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



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

CALLED 85.796 ACRES
CITY OF PFLUGERVILLE
DOC. NO. 2008118667
O.P.R.T.C.T.

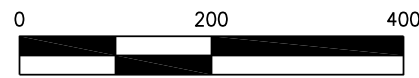
CALLED 59.765 ACRES
GREGG LANE DEV LLC
DOC. NO. 2021051168
O.P.R.T.C.T.

GREGG LANE ROW
ANNEXATION EXHIBIT
TO THE CITY OF MANOR
2.942 ACRES
S. BACON SURVEY, A-63
TRAVIS COUNTY, TEXAS

CALLED 56.567 ACRES
RUST CREEK, LLC
DOC. NO. 2021052028
O.P.R.T.C.T.

**GREGG LANE ROW TO BE
ANNEXED TO THE CITY OF MANOR**

GRAPHIC SCALE



1 INCH = 200 FT.

CALLED 15.74 ACRES
BOARD OF TRUSTEES OF THE
MANOR INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2016051094
O.P.R.T.C.T.

CALLED 36.14 ACRES
UNITED STATES OF AMERICA
DOC. NO. 2014113251
O.P.R.T.C.T.

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

S. BACON
SURVEY
A-63

MONARCH RANCH
AT MANOR

GREGG LANE



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TBPELS REG. NO. 10194220

Item 13.

1/2" IRF

CALLLED 15.74 ACRES
BOARD OF TRUSTEES OF THE
MANOR INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2016051094
O.P.R.T.C.T.

$N62^{\circ}19'23''W$ 3057.00'
 $S61^{\circ}54'04''E$ 601.59'

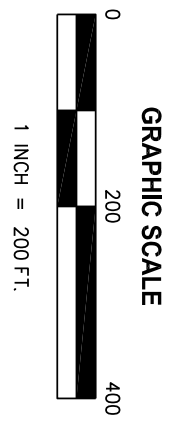
2.942 ACRES
128,149 SQ. FT.

$S62^{\circ}05'04''E$ 391.61'

P.O.B.

LINE TABLE			
LINE	DIRECTION	LENGTH	
L1	$S27^{\circ}24'28''W$	36.58'	
L2	$N27^{\circ}42'30''E$	43.78'	

CALLLED 36.14 ACRES
UNITED STATES OF AMERICA
DOC. NO. 2014113251
O.P.R.T.C.T.



LEGEND / ABBREVIATIONS

- ADJOINER LINE
- BOUNDARY LINE
- CONC MON FOUND (TYPE 2)
- CORNER
- OFFICIAL PUBLIC RECORDS
- TRAVIS COUNTY, TEXAS
- IRF
- IRON ROD FOUND

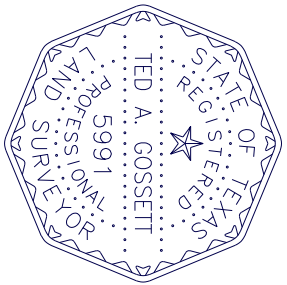
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S. BACON SURVEY
A-63

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

CALLLED 7.267 ACRES
TRACT 1
PAYNE TRAVIS, LLC
DOC. NO. 2022077341
O.P.R.T.C.T.

F.M. 973
(VARIABLE WIDTH R.O.W.)



Ted A. Gossett

09/28/2022

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



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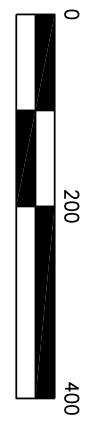
Item 13.

ALLED 85.796 ACRES
 TY OF PFLUGERVILLE
 DC. NO. 2008118667
 O.P.R.T.C.T.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S27°24'28"W	36.58'
L2	N27°42'30"E	43.78'

ALLED 59.765 ACRES
 GREGG LANE DEV LLC
 DOC. NO. 2021051168
 O.P.R.T.C.T.

2.942 ACRES
128,149 SQ. FT.



LEGEND / ABBREVIATIONS

- ADJOINER LINE
- BOUNDARY LINE
- CONC MON FOUND (TYPE 2)
- CORNER
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS
- TRAVIS COUNTY, TEXAS
- IRF IRON ROD FOUND

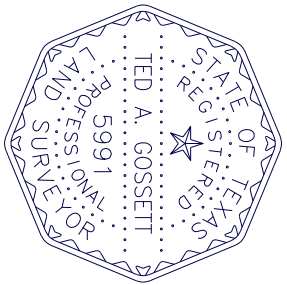
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ALLED 123.550 ACRES
 MONARCH RANCH
 @ MANOR, LLC
 DOC. NO. 2021275494
 O.P.R.T.C.T.

ALLED 15.74 ACRES
 BOARD OF TRUSTEES OF THE
 MANOR INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 2016051094
 O.P.R.T.C.T.

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

S. BACON SURVEY
 A-63



Ted A. Gossett

09/28/2022

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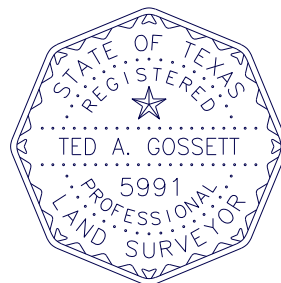
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Ted A. Gossett

09/28/2022

Ted Alen Gossett

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

LANDPOINT

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

ORDINANCE NO. 634

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 134.529 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:

Being a 134.529, more or less, acre tract of land situated in the S. Bacon Survey, Abstract Number 63, Travis County, Texas out of that certain called 146.75 acre tract of land described in deed of record in Document No. 2019013312, Travis County Official Public Records, said 134.529 acres being more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

ORDINANCE NO. 634

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 5th day of January 2022.

FINALLY PASSED AND APPROVED on this 19th day of January 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



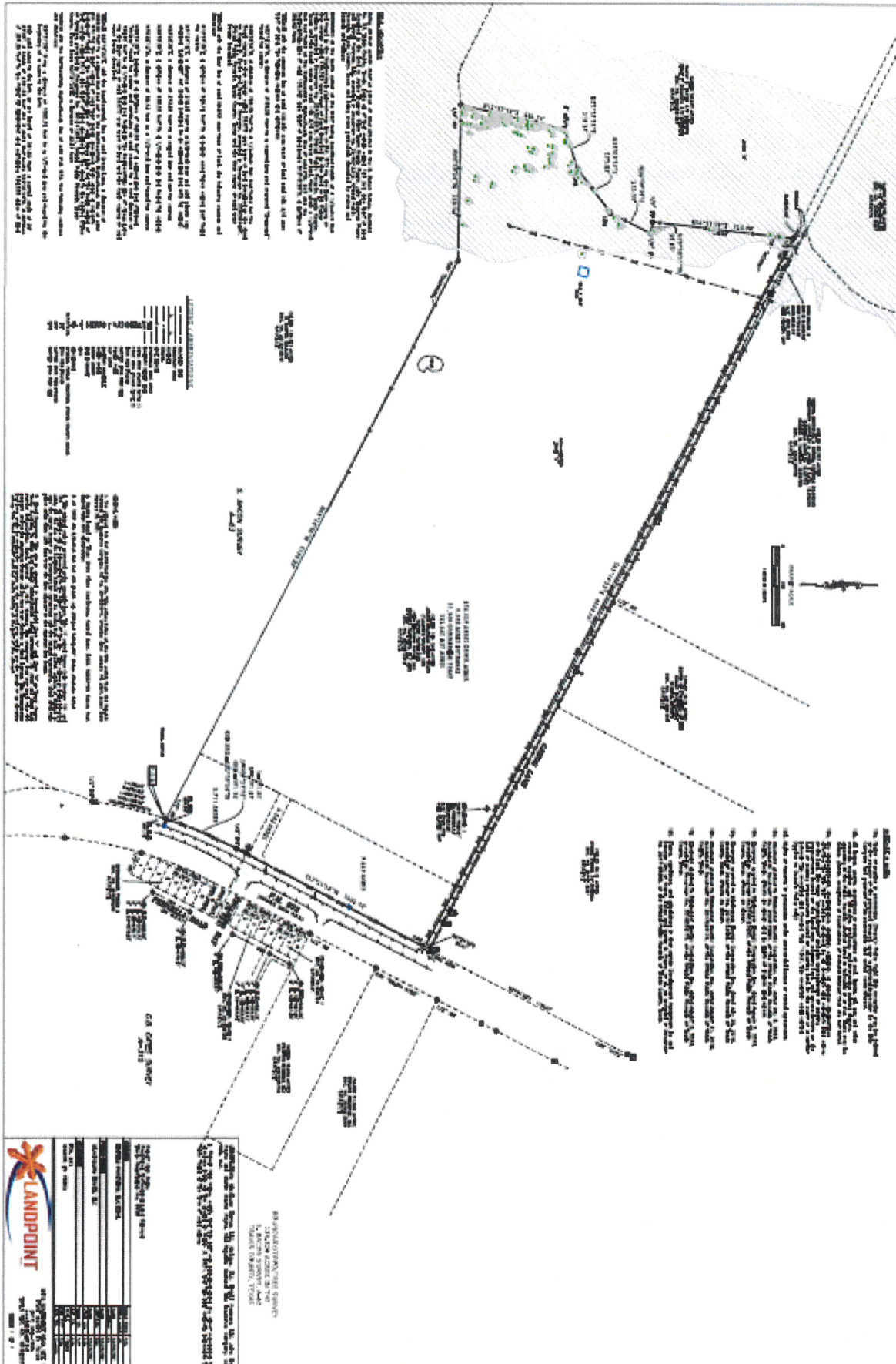
ORDINANCE NO. 634

Page 3

Exhibit "A"

ANNEXED PROPERTY DESCRIPTION

ORDINANCE NO. 634



ORDINANCE NO. 634

Page 5

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

Exhibit "B"

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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the "Agreement") is entered into by and between the City of Manor, Texas, a municipal corporation ("City"), and Monarch Ranch at Manor, LLC, a Texas limited liability company ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

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

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

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

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

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

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

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

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

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

[signature pages follow]

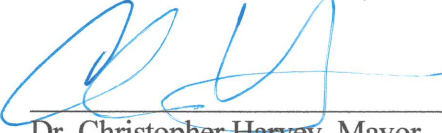
EXECUTED and AGREED to by the Parties this the 19th day of January, 2022.

ATTEST:

THE CITY OF MANOR, TEXAS



Luvia T. Almaraz, City Secretary



Dr. Christopher Harvey, Mayor



LANDOWNER(S):

Monarch Ranch at Manor, LLC

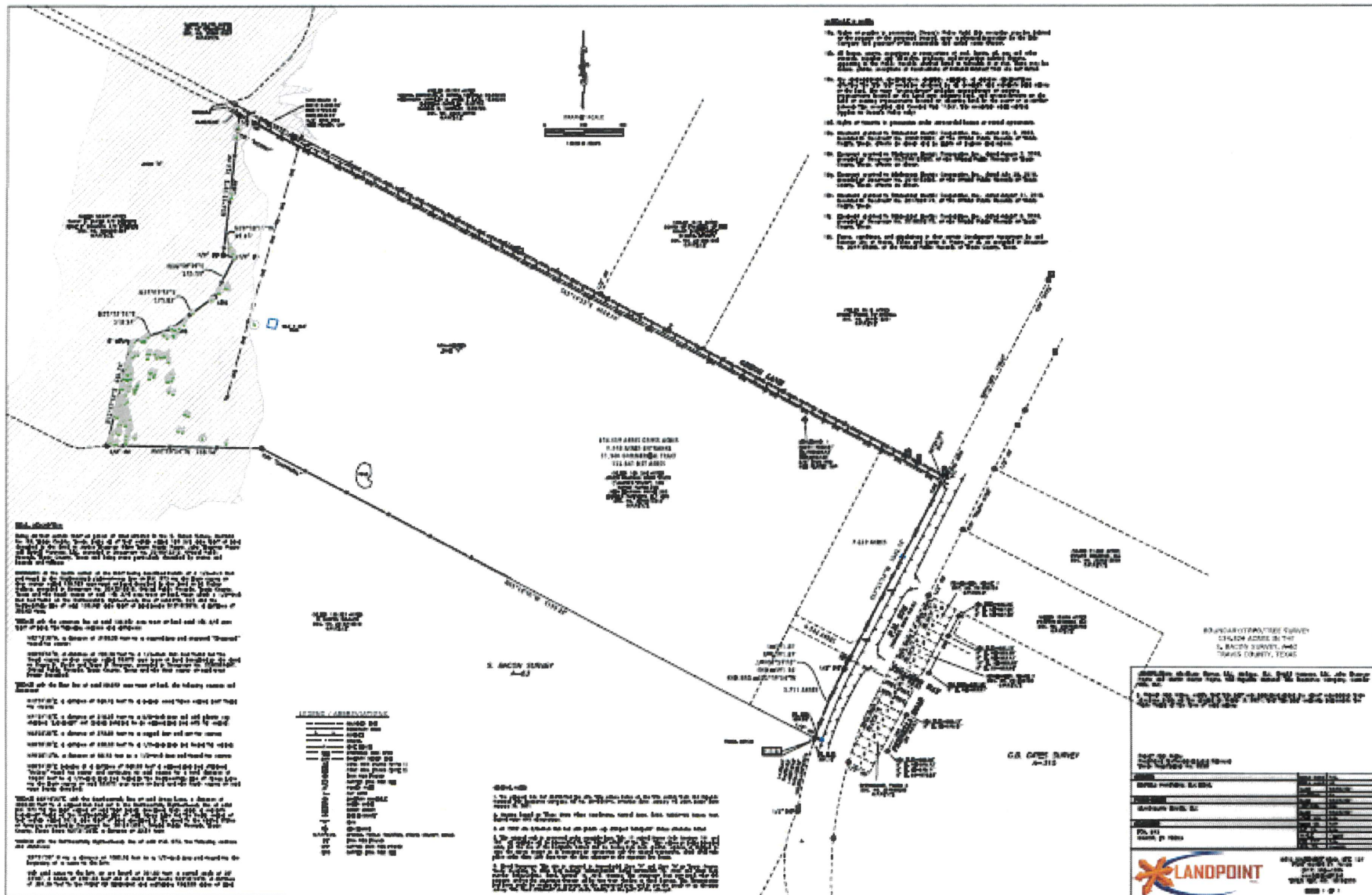
By: 

Name (print): David B. Blackburn

Title: Manager

Date: 1/11/22

Subject Property Description



Certificate Of Completion

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Subject: Complete with DocuSign: 23-1-10 Agenda Request-ITEM#19-Annexation_portion of Gregg Lane by the ...	
Source Envelope:	
Document Pages: 27	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kimberly Guerra
Time Zone: (UTC-06:00) Central Time (US & Canada)	11493 Sunset Hills Rd
	Reston, VA 20190
	Kimberly.Guerra@traviscountytx.gov
	IP Address: 198.214.211.102

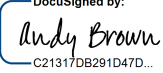
Record Tracking

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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Travis County TNR – Transportation and Natural Resources Main	Location: DocuSign

Signer Events

Andy Brown
Andy.Brown@traviscountytx.gov
County Judge
Travis County
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 162.89.0.107
Signed using mobile

Timestamp

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Signed: 2/3/2023 3:51:19 PM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Kate Garza
kate.garza@traviscountytx.gov
Chief of Staff
Travis County
Security Level: Email, Account Authentication (None)

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Carbon Copy Events

Status

Timestamp

David Hunter
David.Hunter@traviscountytx.gov
Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events

Status

Timestamp

Gillian Porter
Gillian.Porter2@traviscountytx.gov
County Commissioners Court Specialist
Travis County Clerk
Security Level: Email, Account Authentication
(None)

COPIED

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Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Completed	Security Checked	2/3/2023 3:51:22 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jesse.valdez@traviscountytexas.gov

To advise Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jesse.valdez@traviscountytexas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jesse.valdez@traviscountytexas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jesse.valdez@traviscountytexas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main during the course of your relationship with Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main.



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution accepting the petition for annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

BACKGROUND/SUMMARY:

This is for the Kimbro Road right-of-way from US 290 extending south approximately 1,400'. It was initially annexed as part of the Jefferson Triangle annexation (Ord. 663), but the County has an updated process for ROW annexations whereby the city must request from the County that the County voluntarily request from the City that we annex the ROW. The County Commissioners Court approved their request for annexation on January 10, 2023. As we've received the County's voluntary request for annexation, the City Council can now proceed with this Resolution accepting the petition and setting a public hearing date.

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

- Resolution No. 2023-08
- Petition
- Ord. 663

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve Resolution No. 2023-08 accepting the petition for annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 2.855 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 §43.1055 of the Texas Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City;

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 is hereby accepted:

Being 2.855 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, and being a portion of the existing right-of-way of Old Kimbro Road (Old State Hwy 20 – 80’ R.O.W.), described in a deed to the state of Texas, recorded in Volume 482, Page 419, of the Deed Records of Travis County, Texas, said 2.855 acre tract of land being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

Public hearings are set for the dates of April 5, 2023 and April 19, 2023. Notice of such hearing shall be published and posted in accordance with §43.063, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit “A” shall control.

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

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

PASSED AND APPROVED this the 15th day of March 2023.

ATTEST:

CITY OF MANOR, TEXAS:

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

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



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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



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

Sheet 1 of 4


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

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

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

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

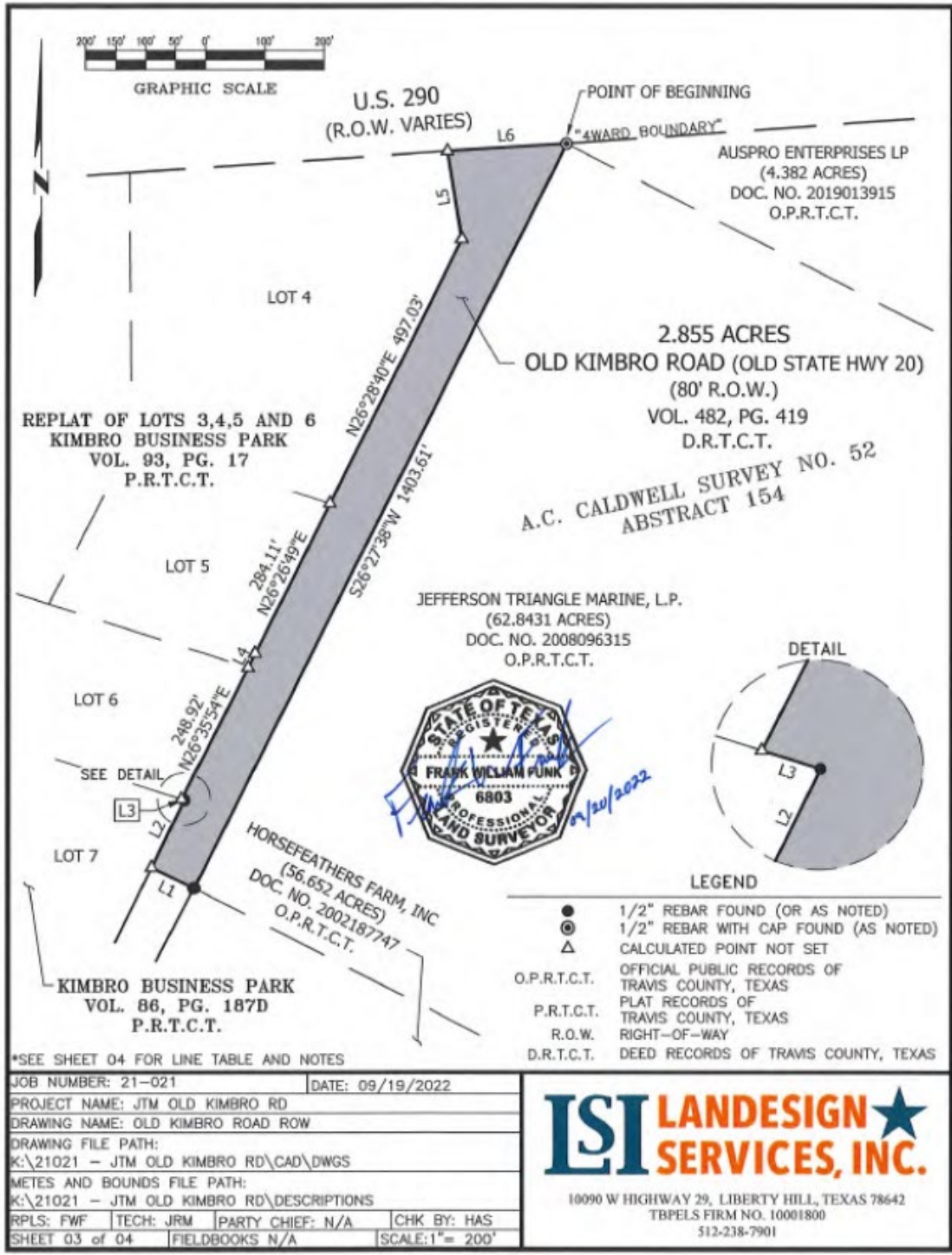
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 09/20/2022
 Frank W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



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





LINE TABLE		
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PROJECT NAME: JTM OLD KIMBRO RD	
DRAWING NAME: OLD KIMBRO ROAD ROW	
DRAWING FILE PATH: K:\21021 - JTM OLD KIMBRO RD\CAD\DWGS	
METES AND BOUNDS FILE PATH: K:\21021 - JTM OLD KIMBRO RD\DESCRIPTIONS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04	SCALE: 1" = 200'



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



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, January 10, 2023

Agenda Language:

Consider and take appropriate action regarding the Annexation of a portion of Kimbro Road by the City of Manor. (Commissioner Travillion)

Prepared By/Phone Number: David Hunter, Assistant Director - Public Works, 512-854-4660

Elected/Appointed Official or Department Head: Cynthia McDonald

Commissioners Court Sponsor(s): Commissioner Travillion, Precinct One

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

The City of Manor annexed the adjacent tract of land by Ordinance 663 on August 3, 2022, and annexing this portion of the roadway would permit the City to plan for future improvements, construct and maintain improvements, install utilities, and control driveway access as development occurs. Pursuant to Section 43.106 of the Texas Local Government Code (TLGC), if a municipality wants to annex a tract of land, it also has to annex the full width of the adjacent right-of-way containing the county road. The TLGC goes on to stipulate in Section 43.1005 that if a municipality seeks to annex a roadway, the annexation must be authorized by the Commissioners Court. The City of Manor is requesting that the Travis County Commissioners Court consent to their annexation of the approximately 1,403 feet in length portion of Kimbro Road starting at U.S. 290 and extending southwest. This portion of the roadway is further described in the attached exhibits.

Staff Recommendations:

TNR staff recommends that the Commissioners Court consent to the proposed annexation.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

The annexation will remove the subject right-of-way from Travis County Maintenance.

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Sydnia Crosbie	Chief Deputy	TNR	(512) 854-7682

Patrick Krishock	Financial Manager, Sr.	TNR	(512) 854-7675
David Greear, P.E.	Public Works Director	TNR	(512) 854-7660
CC			
Jennifer Hopgood	County Attorney	CA	(512) 854-9415

Attachments:

1. Travis County Annexation Request Kimbro Road
2. Manor - Petition to annex Old Kimbro Road ROW
3. 20221115_ROW Annexation Exhibit
4. 20220920 - Old Kimbro Road ROW
5. 663 Jefferson Triangle Annexation



David P. Hunter
Travis County
Transportation & Natural Resources
Assistant Public Works Director
Road and Bridge Maintenance
P.O. Box 1748
Austin, TX 78767-1748

Kimbro Road Annexation Request

Mr. Hunter,

The City of Manor is requesting from Travis County a voluntary annexation petition for a portion of Kimbro Road, being approximately 1,403 feet in length and 2.85 acres, and more specifically shown on the enclosed survey and map. The City of Manor recently annexed the adjacent tract of land by Ordinance 663 on August 3, 2022 and annexing this portion of roadway would permit the City to plan for future improvements, construct and maintain improvements, install utilities, and control driveway access as development occurs.

Thank you,

A handwritten signature in black ink that reads 'Scott Moore'.

Scott Moore
City Manager

Enclosed: Survey (4 pages), Exhibit (1 page), Ordinance 663 (28 Pages)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PETITION FOR VOLUNTARY ANNEXATION
OF PROPERTY INTO THE CITY LIMITS
OF THE CITY OF MANOR, TEXAS**

To the Mayor and City Council of the City of Manor, Texas:

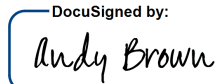
The undersigned owner or agent of a tract of land being a portion of the right-of-way of Old Kimbro Road in Travis County do hereby request and petition the City of Manor (“City”), pursuant to the Texas Local Government Code, to extend the present corporate limits of the City and annex the right-of-way more fully described in Exhibit A, which description is attached and incorporated herein for all purposes.

I/We certify and swear that:

- 1. Travis County is the owner or agent of the road right-of-way described in Exhibit A; and
- 2. This request for annexation of the tract by Manor is made voluntarily.

Travis County

By:

DocuSigned by:

C21317DB291D47D...
Name County Judge

Address: 700 Lavaca St, 2nd Floor
Austin, TX 78701

Date : 2/3/2023 | 1:52 PM PST

EXHIBIT A
Right of Way Legal Description



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

EXHIBIT "A"

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

Sheet 1 of 4

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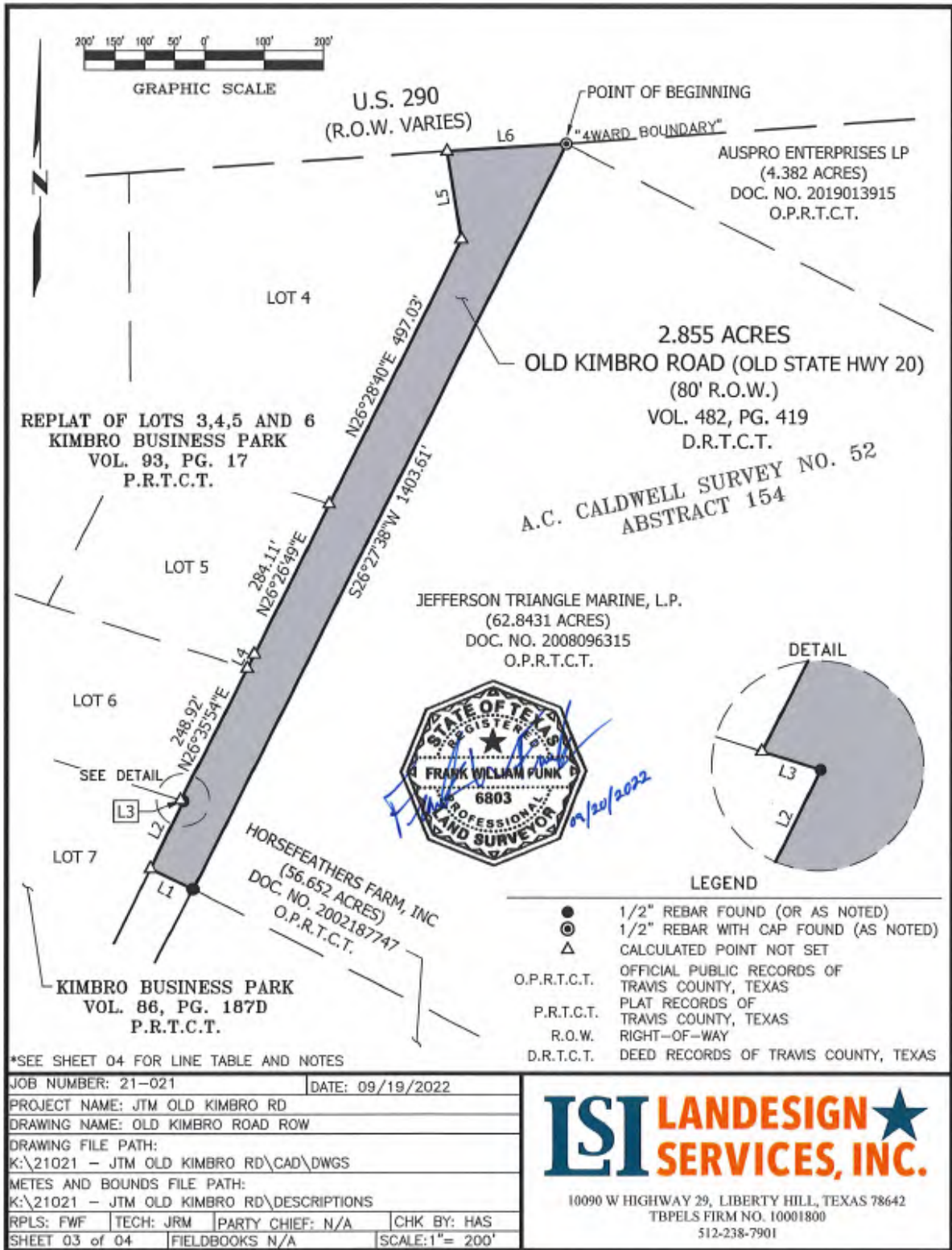
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Frank W. Funk 09/20/2022
 Frank W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 21-021
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RPLS: FWF	TECH: JRM
PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04	SCALE: 1" = 200'



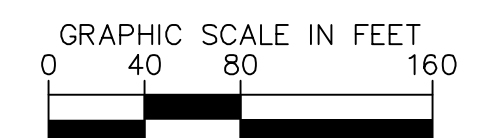
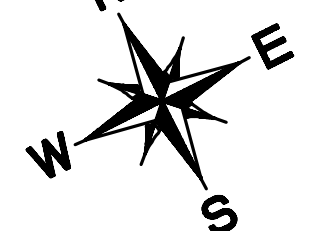
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
 TBPELS FIRM NO. 10001800
 512-238-7901

Plotted By: Martinez, Irvin Date: November 15, 2022 02:42:26pm File Path: K:\SAU_Civil\064487013 - Mill Creek - Old Kimbro Rd\064487013_ROW Annexation Exhibit.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Review of any improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

- PROPERTY LINE
- FL PROPOSED FIRE LINE
- ww PROPOSED WASTEWATER LINE
- W PROPOSED WATER LINE
- ⊕ PROPOSED WASTEWATER MANHOLE
- PROPOSED WASTEWATER CLEANOUT
- ⬆ PROPOSED FIRE HYDRANT
- ⊕ PROPOSED TAPPING SLEEVE & VALVE
- OH P EXISTING OVERHEAD POWER LINE
- W EXISTING WATER LINE
- WW EXISTING WASTEWATER LINE
- EXISTING STORM SEWER LINE
- ⊕ EXISTING POWER POLE
- ⊕ EXISTING FIRE HYDRANT
- ⊕ EXISTING WATER METER
- ⊕ EXISTING WASTEWATER MANHOLE
- ▨ STANDARD DUTY ASPHALT PAVEMENT
- ▨ HEAVY DUTY PAVEMENT
- ▨ HEAVY DUTY CONCRETE PAVEMENT
- ▨ PROPOSED SIDEWALK
- FEMA 100 YEAR FLOODPLAIN
- FINISHED FLOOR ELEVATION SPLIT
- ⊕ TRANSMISSION POLE LOCATION
- EXISTING TREE TO REMAIN



BENCHMARKS

TBM:
6.12-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' SET
N = 10101806.54 E = 3189482.08
ELEV = 545.97

8.12-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' SET
N = 101022549.39 E = 3189863.86
ELEV = 510.70

No.	REVISIONS	DATE	Item 14.

Kimley-Horn

© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-7911
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

KHA PROJECT	064487013
DATE	NOVEMBER 2022
SCALE	AS SHOWN
DESIGNED BY:	MBL
DRAWN BY:	CB
CHECKED BY:	DS

OLD KIMBRO ROAD ROW ANNEXATION EXHIBIT

AMAVI MANOR DEVELOPMENT
CITY OF MANOR
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
EXH



10090 W Highway 29 | Liberty Hill, Texas 78642
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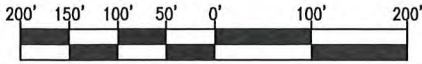
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Job Number: 21-021

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GRAPHIC SCALE

U.S. 290
(R.O.W. VARIES)

POINT OF BEGINNING

"4WARD BOUNDARY"

AUSPRO ENTERPRISES LP
(4.382 ACRES)
DOC. NO. 2019013915
O.P.R.T.C.T.

LOT 4

2.855 ACRES

OLD KIMBRO ROAD (OLD STATE HWY 20)

(80' R.O.W.)

VOL. 482, PG. 419

D.R.T.C.T.

REPLAT OF LOTS 3,4,5 AND 6
KIMBRO BUSINESS PARK
VOL. 93, PG. 17
P.R.T.C.T.

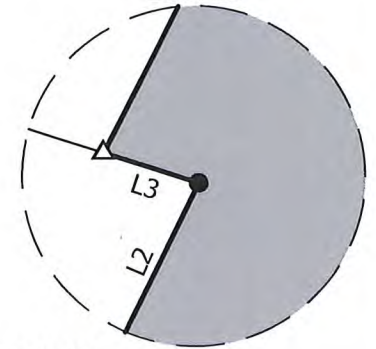
A.C. CALDWELL SURVEY NO. 52
ABSTRACT 154

LOT 5

JEFFERSON TRIANGLE MARINE, L.P.
(62.8431 ACRES)
DOC. NO. 2008096315
O.P.R.T.C.T.

DETAIL

LOT 6



SEE DETAIL

L3

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- ⊙ 1/2" REBAR WITH CAP FOUND (AS NOTED)
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS

LOT 7

HORSEFEATHERS FARM, INC
(56.652 ACRES)
DOC. NO. 2002187747
O.P.R.T.C.T.

KIMBRO BUSINESS PARK
VOL. 86, PG. 187D
P.R.T.C.T.

*SEE SHEET 04 FOR LINE TABLE AND NOTES

JOB NUMBER: 21-021		DATE: 09/19/2022	
PROJECT NAME: JTM OLD KIMBRO RD			
DRAWING NAME: OLD KIMBRO ROAD ROW			
DRAWING FILE PATH: K:\21021 - JTM OLD KIMBRO RD\CAD\DWGS			
METES AND BOUNDS FILE PATH: K:\21021 - JTM OLD KIMBRO RD\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 03 of 04		FIELDBOOKS N/A	
SCALE: 1" = 200'			



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

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

GENERAL NOTES:

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

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

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

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



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

ORDINANCE NO. 663

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 62.8431 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 663**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.

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

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

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

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

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

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

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

ORDINANCE NO. 883

PASSED AND APPROVED FIRST READING on and before the 20th day of July, 2022;

PASSED AND APPROVED SECOND AND FINAL READING on and before the 30th day of August, 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harley
Mayor

ATTEST:

Elayne T. Altrinic, TRM
City Secretary

ORDINANCE NO. 663

Pa Item 14.

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

Tract One



10000 Hill Jones Dr | Frisco, TX 75034
972.474.4400 | www.lsi.com

EXHIBIT

LOTS AND BOUNDS DESCRIPTION

BEING 8.18 ACRES OF LAND, SURVEYED BY LANDSIGN SURVEYS, INC. SITUATED IN THE A-4 CALDWELL SURVEY NO. 22, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A DATED 07-04-71 ABSTRACT OF LAND DESCRIBED BY GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2009012913 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.) AND BEING MORE PARTICULARLY DESCRIBED BY LOTS AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron with cap stamped "WARD BOUNDARY" found for the Northwest corner of said 62.8411 acre tract and a common West corner of a called 4.182 acre tract of land described in a Warranty Deed With Vendor's Lien to Astoria Enterprises, L.P., recorded in Document No. 2019012913 of said O.P.R.T.C., also in the possession of an existing easery right-of-way line of 400.00 feet O.D. State Hwy 20 - 40' R.O.W. and the existing Southern right-of-way line of 8.300 (R/W) (W. Margin).

THENCE South 52°55'16" East with the North line of said 62.8411 acre tract and the common South line of said 4.182 acre tract, a distance of 600.00 feet to a 1/2" iron with cap stamped "LSI SURVEY" set from station 12" iron found for the Southeast corner of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sunny Silva, recorded in Document No. 2010062520 of said O.P.R.T.C., and the common Southwest corner of a called 5.975 acre tract of land described in a General Warranty Deed to Tatu Investments, L.L.C., recorded in Document No. 2012122644 of said O.P.R.T.C., also being the common Northwest corner of a called 0.12 acre tract of land described in a Special Warranty Deed to Clay + Alma, recorded in Document No. 2010102804 of said O.P.R.T.C., then South 62°08'16" East a distance of 280.00 feet;

THENCE east and across said 62.8411 acre tract, the following two (2) courses and distances:

- 1. South 27°21'49" West a distance of 638.26 feet to a 1/2" iron with cap stamped "LSI SURVEY" set, and



10000 Hill Jones Dr | Frisco, TX 75034 | 972.474.4400 | www.lsi.com

ORDINANCE NO. 663

North 72°21'49" West a distance of 597.01 feet to a 15" iron spike stamped "LSI SURVIVY" set to the West line of said 2.843 acre tract and the common existing linearly right-of-way line of said Kimbro Road, from which a 12" iron rod for the Southwest corner of said 62.843 acre tract has a common Northwest corner of a called Sub 52 acre tract described in a General Warranty Deed to Home Builders Farm, Inc., recorded in Document No. 2002187342 of said C.F.C.T.C., also being in the common existing linearly right-of-way line of said Kimbro Road, bears South 26°27'38" West a distance of 677.27 feet.

THENCE North 26°27'38" East with the West line of said 62.843 acre tract and the common existing linearly right-of-way line of said Kimbro Road, a distance of 736.34 feet to the POINT OF BEGINNING and continuing 9.38 acres of land, more or less.

This project is referenced for all bearing and coordinate data to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83) - 2011 Adjustment, Vertical Zone 142051. All distances shown herein are surface values represented in U.S. Survey Feet based on a grid to surface (airward) adjustment factor of 1.00007359.

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

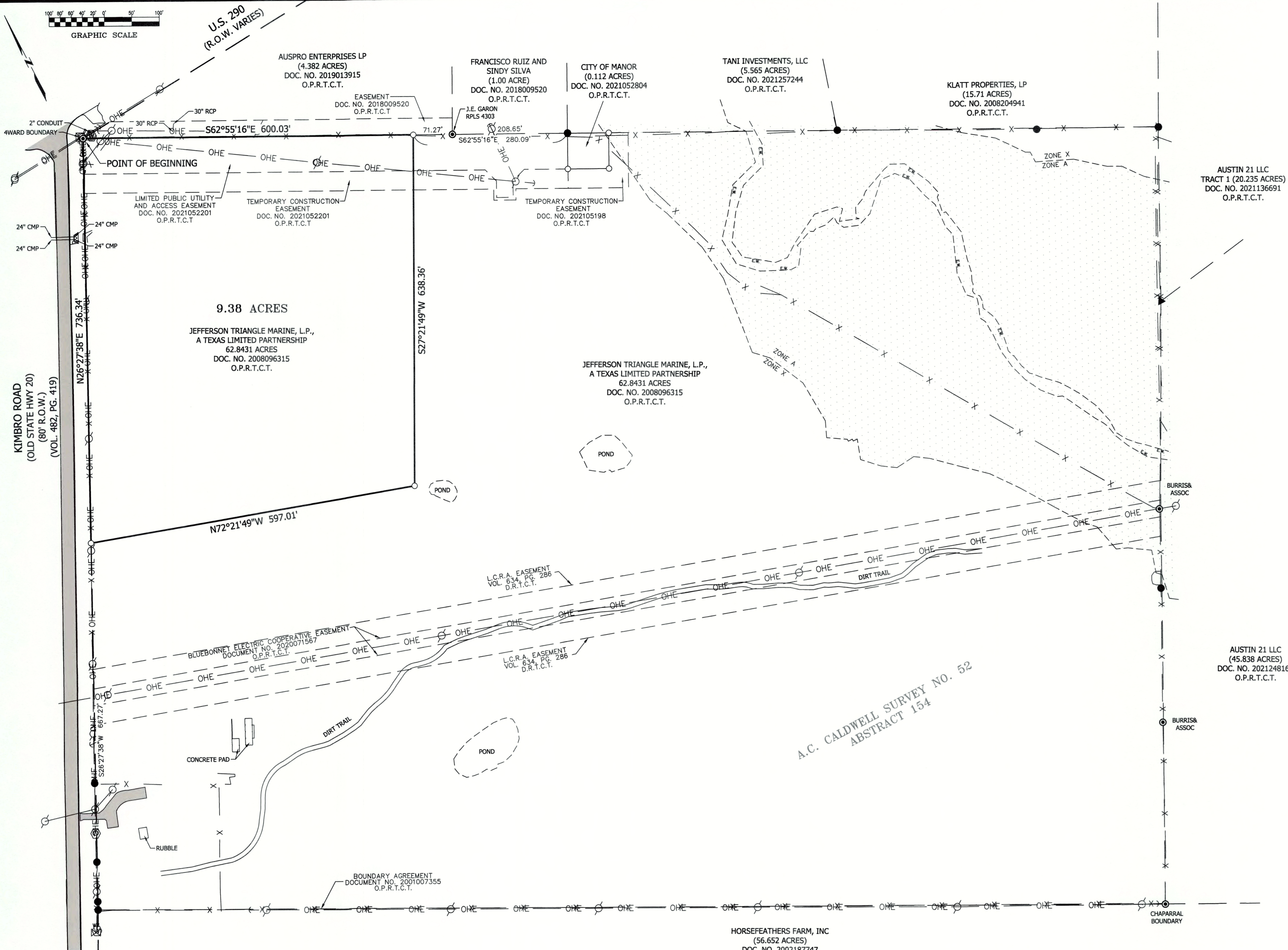
Frank W. Fink 7/29/2022
 Frank W. Fink
 Registered Professional Land Surveyor
 State of Texas No. 68111



LSI
 6100 W. Loop West, Suite 1000 Houston, Texas 77037-2984
 Phone: 281-417-8800 Fax: 281-417-8801



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LEGAL DESCRIPTION:

IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C)

BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

CHICAGO TITLE INSURANCE COMPANY
 COMMITMENT NO. 8000362100979
 ISSUE DATE: SEPTEMBER 30, 2021
 EFFECTIVE DATE: SEPTEMBER 20, 2021

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:

- 10 a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER)
- b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGEE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING:

ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER)
- c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER)
- d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: BOUNDARY AGREEMENT
 DATED: DECEMBER 18, 2000
 EXECUTED BY: JUDDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001
 RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
 (SHOWN ON SURVEY)
- e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC.
 PURPOSE: EASEMENT
 RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
 (NO DESCRIPTION PROVIDED IN RECORD DOCUMENT - NOTED HEREOF)
- f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: LOWER COLORADO RIVER AUTHORITY
 PURPOSE: ELECTRIC TRANSMISSION
 RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS
 (SHOWN ON SURVEY)
- g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: DEVELOPMENT AGREEMENT
 DATED: SEPTEMBER 20, 2017
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS
 RECORDING DATE: DECEMBER 15, 2017
 RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (NOT A SURVEY MATTER)
- h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: EASEMENT AGREEMENT
 DATED: MARCH 25, 2020
 EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP
 RECORDING DATE: MAY 4, 2020
 RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (SHOWN ON SURVEY)
- i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: TEMPORARY CONSTRUCTION EASEMENT
 DATED: FEBRUARY 5, 2021
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR
 RECORDING DATE: JANUARY 1, 2021
 RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (SHOWN ON SURVEY)
- j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: CITY OF MANOR
 PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT
 RECORDING DATE: MARCH 11, 2021
 RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 (SHOWN ON SURVEY)
- k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER)
- l. IF ANY PORTION OF THE PROPOSED LOAN AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED:

OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND. HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF.

OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO \$ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF THIS POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION OR ANY PRINTED PROVISION OF THIS POLICY.

LOAN POLICY(IES) ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE LIEN INSTRUMENT SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASE AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECT IN, OR OBJECTIONS TO, THE TITLE UP TO THE FACE AMOUNT OF THE POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION UNDER SCHEDULE B, OR ANY PRINTED PROVISION OF THIS POLICY. (NOT A SURVEY MATTER)
- m. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
 (NOT A SURVEY MATTER)

- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
 - 1/2" REBAR WITH CAP FOUND (OR AS NOTED)
 - ⊙ 1/2" REBAR WITH CAP SET (STAMPED "LSI SURVEY")
 - ▲ 60D NAIL FOUND (OR AS NOTED)
 - ⊕ FENCE CORNER POST FOUND
 - ⊖ CALCULATED POINT NOT SET
 - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 - R.O.W. RIGHT-OF-WAY
 - P.U.E. PUBLIC UTILITY EASEMENT
 - E.P. EDGE OF PAVEMENT
 - E.W. EDGE OF WATER
 - COURSES FROM RECORDS
 - GUY ANCHOR
 - OHE OVERHEAD ELECTRIC POWER POLE
 - SIGN POST SIGN
 - TELEPHONE JUNCTION BOX
 - WATER METER
 - WATER VALVE
 - BARB WIRE FENCE
 - FLOOD ZONE
 - ASPHALT PAVING

GENERAL NOTES:

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

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

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

DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL.

UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:
 TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:
 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, 2, 3, 4, 7(a), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021.

DATE OF PLAT OR MAP: 3/29/2022

HORSEFEATHERS FARM, INC
 (56.652 ACRES)
 DOC. NO. 2002187747
 O.P.R.T.C.T.

- 2021 ALTA/NSPS TABLE A NOTES:
- ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY.
 - ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE; THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
 - ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 9.38 ACRES MORE OR LESS.
 - ITEM 7a. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY.
 - ITEM 9: NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 13. NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.



Frank W. Funk
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 6803



ALTA SURVEY OF 9.38 ACRES OF LAND
 SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY,
 TEXAS AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED
 TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315
 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

REVISIONS	DESCRIPTION	DATE

PROJECT NAME: JTM OLD KIMBRO RD
 JOB NUMBER: 21-021
 DATE: 05/02/2021
 DRAWING FILE PATH: K20207 - JTM OLD KIMBRO RD
 PLOT FILE PATH: K20207 - JTM OLD KIMBRO RD
 PUBLISH FILE PATH: K217021 - JTM OLD KIMBRO RD DESCRIPTIONS
 PLOTTING FILE PATH: JTM PARTYSHEE: JE
 CHECKED BY: HAS
 FIELDBOOK: 362

DRAWING NAME: OLD KIMBRO ROAD 9.38AC ALTA
 SHEET 01 of 01

Tract Two



16000 W. Highway 29 | Liberty Hill, Texas 78642
78718-1816 | 512.508.9900

EXHIBIT "A"

MONUMENTS AND BOUNDS DESCRIPTION

BEING 0.42 ACRES OF LAND, SURVIVED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 1561N TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO HENDERSON TRIANIBLA MARINE, L.P. IN DOCUMENT NO. 200806615 OF THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (PUBLICLY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron with cap stamped "LSI SURVEY" set in the North line of said 0.8431 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 Airport Interprises, L.P., recorded in Document No. 2019015915 of said O.P.R.T.C.T., from which a 1/2" iron with cap stamped "AWARD MONUMENT" found for the Northwest corner of said 0.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easement right-of-way line of Kambro Road (Old State Hwy. 20 + 80' R.O.W.) and the existing South-to-North roadway line of U.S. 290 (R.O.W. Varies), from North 62°55'18" West a distance of 800.07 feet;

THENCE South 62°55'18" East with the North line of said 0.8431 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 Rola and Study Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T., a distance of 280.09 feet to a 1/2" iron mark 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 Two 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 Stamford, recorded in Document No. 2021032804 of said O.P.R.T.C.T., and a common corner of said 0.8431 acre tract,

THENCE West a boundary line of said 0.8431 acre tract and a common line of said 0.112 acre tract, the following lines (3) courses and distances:

- 1. **South 27°00'41" West** a distance of 85.00 feet to a 1/2" iron with cap stamped "LSI SURVEY" set;



ORDINANCE NO. 663Pa Item 14.

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;



ORDINANCE NO. 003

THENCE North 26°27'38" East with the West line of said 666111 acre tract and the common existing Easement right-of-way line of said Kimber tract a distance of 667.27 feet to a 1/2" iron with cap stamped "251501000" set from which a 1/2" iron with cap stamped "4WARD BULLFIGHT" found for the horizontal corner of said 666111 acre tract and a common West corner of said 4,382 acre tract, along the impression of the existing Easement right-of-way line of Kimber tract (Old State Hwy 20 + 80' R.O.W. and the existing Southerly right-of-way line of 1/2" 290 18.0W. Varied), from North 26°27'38" East a distance of 736.34 feet;

THENCE over and across said 62,8411 acre tract, the following (see C) courses and distances:

1. South 32°21'49" East a distance of 597.01 feet to a 1/2" iron with cap stamped "100 HIKVEY" set and
2. North 27°21'49" East a distance of 638.36 feet to the POINT OF BEGINNING and containing 57.47 acres of land, more or less.

This project is referenced for all bearing and coordinate books in the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83) - 2011 Adjustment, County Zone 14211. All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface correction adjustment factor of 1.00005759.

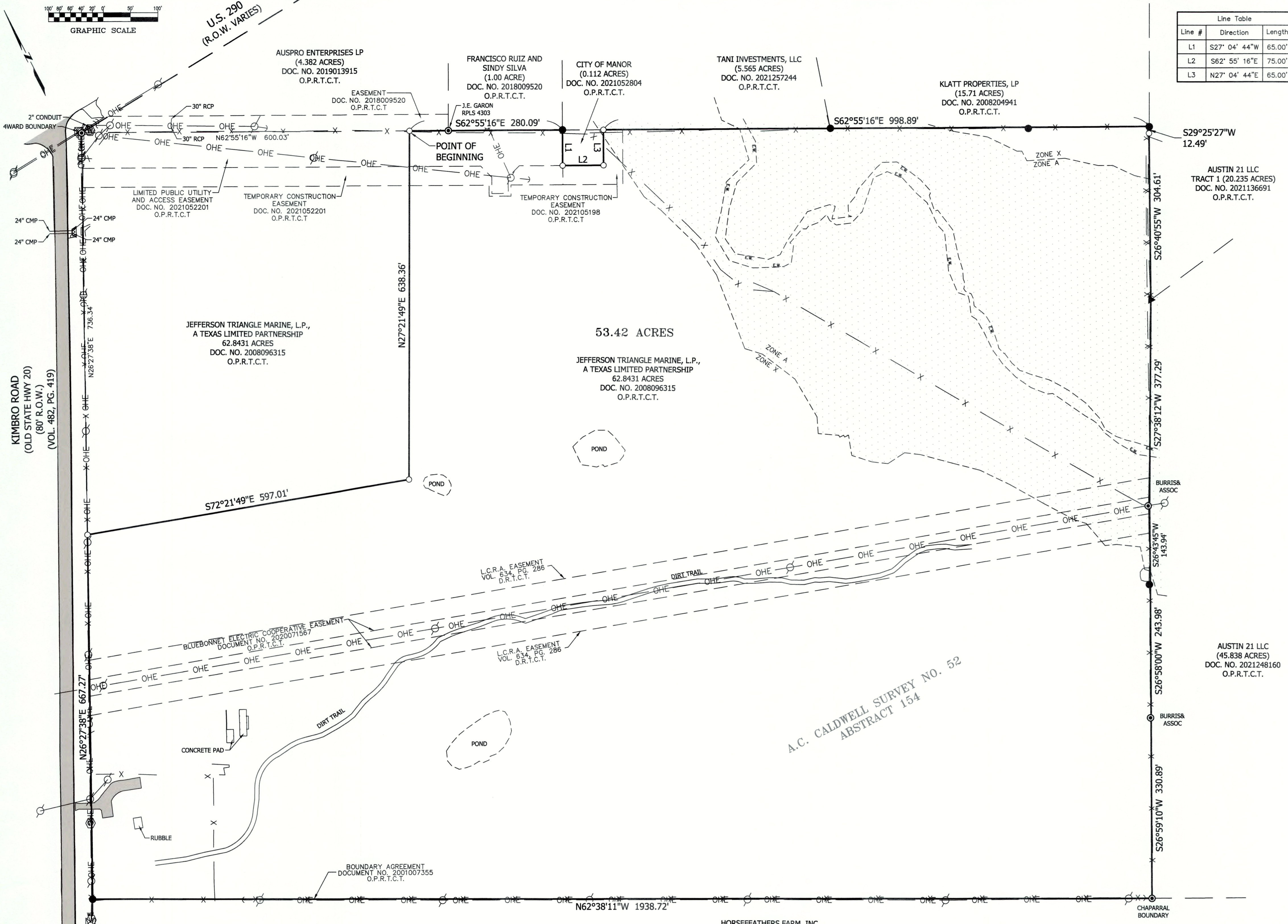
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of seven days. The field work was completed on May 10, 2021.

Frank W. Turk
 Frank W. Turk
 Registered Professional Land Surveyor
 State of Texas Exp. 08/17



Reference: 7101
 www.surveyors.state.tx.us/Portals/0/Forms/RegistrationApplicationForm.pdf





Line #	Direction	Length
L1	S27° 04' 44" W	65.00'
L2	S62° 55' 16" E	75.00'
L3	N27° 04' 44" E	65.00'

LEGAL DESCRIPTION:
 IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C)
 BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
 NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:
 CHICAGO TITLE INSURANCE COMPANY
 COMMITMENT NO. 8000362100979
 ISSUE DATE: SEPTEMBER 30, 2021
 EFFECTIVE DATE: SEPTEMBER 20, 2021
 ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:

- a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER)
- b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGEE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING.
 ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
 NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER)
- c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER)
- d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: BOUNDARY AGREEMENT
 DATED: DECEMBER 18, 2000
 EXECUTED BY: JUDDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001
 RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
 (SHOWN ON SURVEY)
- e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC.
 PURPOSE: EASEMENT
 RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
 (NO DESCRIPTION PROVIDED ON RECORD DOCUMENT - NOTED HEREOF)
- f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: LOWER COLORADO RIVER AUTHORITY
 PURPOSE: ELECTRIC TRANSMISSION
 RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS
 (SHOWN ON SURVEY)
- g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: DEVELOPMENT AGREEMENT
 DATED: SEPTEMBER 20, 2017
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS
 RECORDING DATE: DECEMBER 15, 2017
 RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (NOT A SURVEY MATTER)
- h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: EASEMENT AGREEMENT
 DATED: MARCH 25, 2020
 EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP
 RECORDING DATE: MAY 4, 2020
 RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (SHOWN ON SURVEY)
- i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: TEMPORARY CONSTRUCTION EASEMENT
 DATED: FEBRUARY 5, 2021
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR
 RECORDING DATE: JANUARY 1, 2021
 RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (SHOWN ON SURVEY)
- j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: CITY OF MANOR
 PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT
 RECORDING DATE: MARCH 11, 2021
 RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 (SHOWN ON SURVEY)
- k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER)

- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
 - 1/2" REBAR WITH CAP FOUND (OR AS NOTED)
 - 1/2" REBAR WITH CAP SET (STAMPED "LSI SURVEY")
 - △ 60D NAIL FOUND (OR AS NOTED)
 - △ FENCE CORNER POST FOUND
 - △ CALCULATED POINT NOT SET
 - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 - R.O.W. RIGHT-OF-WAY
 - P.U.E. PUBLIC UTILITY EASEMENT
 - E.P. EDGE OF PAVEMENT
 - E.W. EDGE OF WATER
 - COURSES FROM RECORDS
 - GUY ANCHOR
 - OHE OVERHEAD ELECTRIC
 - P.W. POWER POLE
 - SIGN POST SIGN
 - TELEPHONE JUNCTION BOX
 - WATER METER
 - WATER VALVE
 - BARB WIRE FENCE
 - FLOOD ZONE
 - ASPHALT PAVING

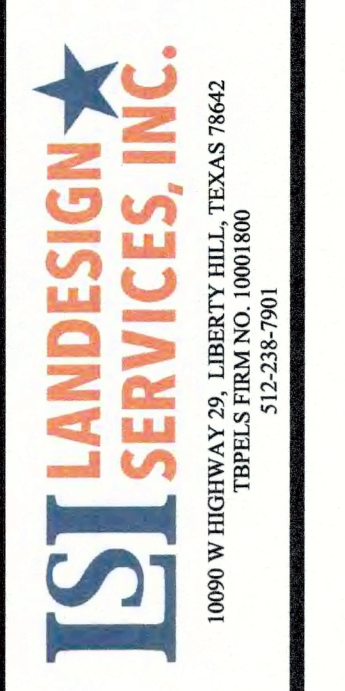
GENERAL NOTES:
 THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).
 DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359.
 SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.
 DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL.
 UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:
 TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:
 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, 2, 3, 4, 7(a), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021.
 DATE OF PLAT OR MAP:



Frank W. Funk 3/29/2022
 FRANK W. FUNK
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 6803

- 2021 ALTA/NSPS TABLE A NOTES:**
- ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY.
 - ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN "X" AND "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.
 THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
 - ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 53.42 ACRES MORE OR LESS.
 - ITEM 7a. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY.
 - ITEM 9. NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 13. NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.



ALTA SURVEY OF 53.42 ACRES OF LAND
 SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY,
 TEXAS AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED
 TO JEFFERSON TRIANGLE MARINE, LP. IN DOCUMENT NO. 2008096315
 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

REVISIONS	DESCRIPTION	DATE

PROJECT NAME: JTM OLD KIMBRO RD
 JOB NUMBER: 21-021
 DATE: 06/02/2021 SCALE: 1"=100'
 DRAWING FILE PATH: K:\21021 - JTM OLD KIMBRO RD\CADD\DWG\KIMBRO ROAD S3 42AC ALTA.DWG
 FIELDNOTE FILE PATH: K:\21021 - JTM OLD KIMBRO RD\REV\REV\KIMBRO ROAD S3 42AC ALTA.DWG
 KIMBRO REV\REV\KIMBRO ROAD S3 42AC ALTA.DWG
 PLS: FWP TECH: JFM (PARTY) CHEF: JE
 CHECKED BY: TMS IT TELEPHONE: 314.252.5991

DRAWING NAME:
 OLD KIMBRO ROAD
 53.42AC ALTA

SHEET
 01 of 01

ORDINANCE NO. 663

Page

Item 14.

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, Local Gov't Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided on 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 in compliance 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, Local 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]

EXHIBIT) and AGREED to by the Parties this the 3rd day of August, 2022

ATTEST:

THE CITY OF AUSTON, TEXAS

[Signature]
Clayton J. Adams, City Secretary

[Signature]
Dr. Christopher Adams, Mayor



LANDOWNER:

Sanborn Trust & Marine, L.P.

By:

John D. Reynolds

Title: VP - General Counsel

Date: 6 3 2022

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



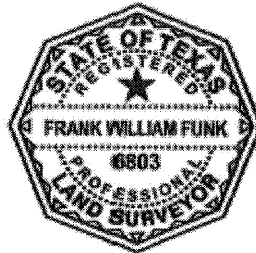
- 2. **North 72°21'49" West** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set in the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, from which a 1/2" rebar found for the Southwest corner of said 62.8431 acre 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.

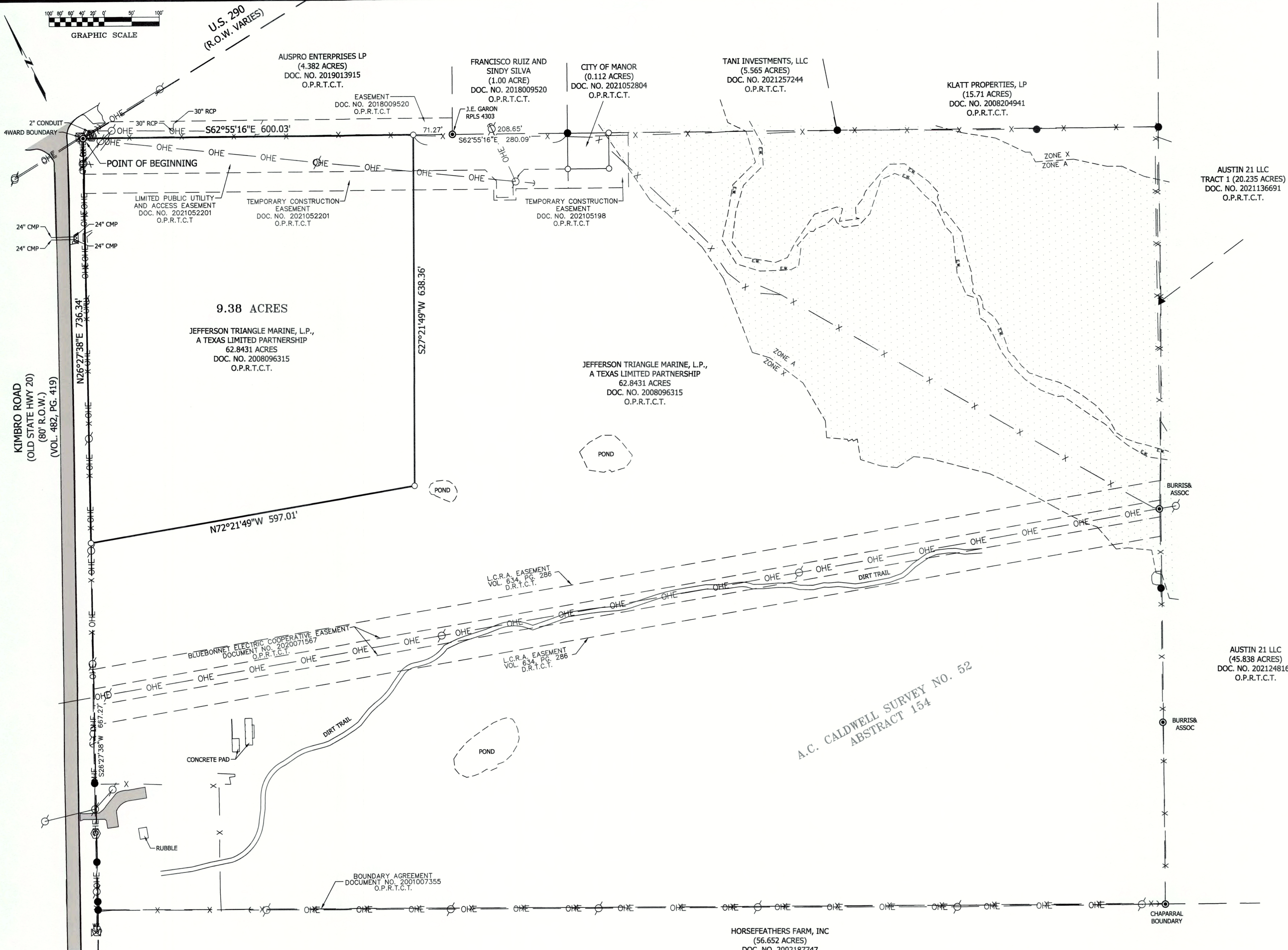
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

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



Job Number: 21-021
 Attachments: KA21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 9.38ac ALTA.dwg





LEGAL DESCRIPTION:

IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C)

BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

CHICAGO TITLE INSURANCE COMPANY
 COMMITMENT NO. 8000362100979
 ISSUE DATE: SEPTEMBER 30, 2021
 EFFECTIVE DATE: SEPTEMBER 20, 2021

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY, NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR; THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:

- 10 a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER)
- b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGEE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING:

ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER)
- c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER)
- d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: BOUNDARY AGREEMENT
 DATED: DECEMBER 18, 2000
 EXECUTED BY: JUDDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001
 RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
 (SHOWN ON SURVEY)
- e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC.
 PURPOSE: EASEMENT
 RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
 (NO DESCRIPTION PROVIDED IN RECORD DOCUMENT - NOTED HEREOF)
- f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: LOWER COLORADO RIVER AUTHORITY
 PURPOSE: ELECTRIC TRANSMISSION
 RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS
 (SHOWN ON SURVEY)
- g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: DEVELOPMENT AGREEMENT
 DATED: SEPTEMBER 20, 2017
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS
 RECORDING DATE: DECEMBER 15, 2017
 RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (NOT A SURVEY MATTER)
- h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: EASEMENT AGREEMENT
 DATED: MARCH 25, 2020
 EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP
 RECORDING DATE: MAY 4, 2020
 RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (SHOWN ON SURVEY)
- i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: TEMPORARY CONSTRUCTION EASEMENT
 DATED: FEBRUARY 5, 2021
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR
 RECORDING DATE: JANUARY 1, 2021
 RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (SHOWN ON SURVEY)
- j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: CITY OF MANOR
 PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT
 RECORDING DATE: MARCH 11, 2021
 RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 (SHOWN ON SURVEY)
- k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER)
- l. IF ANY PORTION OF THE PROPOSED LOAN AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED:

OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND, HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF.

OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO \$ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF THIS POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION OR ANY PRINTED PROVISION OF THIS POLICY.

LOAN POLICY(IES) ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE LIEN INSTRUMENT SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASE AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECT IN, OR OBJECTIONS TO, THE TITLE UP TO THE FACE AMOUNT OF THE POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION UNDER SCHEDULE B, OR ANY PRINTED PROVISION OF THIS POLICY. (NOT A SURVEY MATTER)
- m. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
 (NOT A SURVEY MATTER)

- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
 - 1/2" REBAR WITH CAP FOUND (OR AS NOTED)
 - ⊙ 1/2" REBAR WITH CAP SET (STAMPED "LSI SURVEY")
 - ▲ 60D NAIL FOUND (OR AS NOTED)
 - ⊕ FENCE CORNER POST FOUND
 - ⊖ CALCULATED POINT NOT SET
 - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 - R.O.W. RIGHT-OF-WAY
 - P.U.E. PUBLIC UTILITY EASEMENT
 - E.P. EDGE OF PAVEMENT
 - E.W. EDGE OF WATER
 - COURSES FROM RECORDS
 - GUY ANCHOR
 - OHE OVERHEAD ELECTRIC POWER POLE
 - SIGN POST SIGN
 - TELEPHONE JUNCTION BOX
 - WATER METER
 - WATER VALVE
 - BARB WIRE FENCE
 - FLOOD ZONE
 - ASPHALT PAVING

GENERAL NOTES:

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

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

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

DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL.

UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:
 TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:

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, 2, 3, 4, 7(a), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021.

DATE OF PLAT OR MAP: 3/29/2022

FRANK WILLIAM FUNK
 6803
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 6803

HORSEFEATHERS FARM, INC
 (56.652 ACRES)
 DOC. NO. 2002187747
 O.P.R.T.C.T.

A.C. CALDWELL SURVEY NO. 52
 ABSTRACT 154

- 2021 ALTA/NSPS TABLE A NOTES:
- ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY.
 - ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE; THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
 - ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 9.38 ACRES MORE OR LESS.
 - ITEM 7a. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY.
 - ITEM 9: NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 13. NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.

LAND DESIGN SERVICES, INC.
 10000 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
 (800) 880-1880
 (512) 338-7901

ALTA SURVEY OF 9.38 ACRES OF LAND
 SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY,
 TEXAS AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED
 TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315
 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

REVISIONS	DESCRIPTION	DATE

PROJECT NAME: JTM OLD KIMBRO RD
 JOB NUMBER: 21-021
 DATE: 05/02/2021
 DRAWING FILE PATH: K21007 - JTM OLD KIMBRO RD
 PLOT FILE PATH: K21007 - JTM OLD KIMBRO RD
 PUBLISH FILE PATH: K21007 - JTM OLD KIMBRO RD
 CHECKED BY: JFM
 PLOTTED BY: JFM
 PLOT DATE: 05/02/2021 10:00 AM
 PLOT SCALE: 1" = 100'
 PLOT SHEET: 1 OF 1

DRAWING NAME: OLD KIMBRO ROAD 9.38AC ALTA
 SHEET 01 of 01

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.

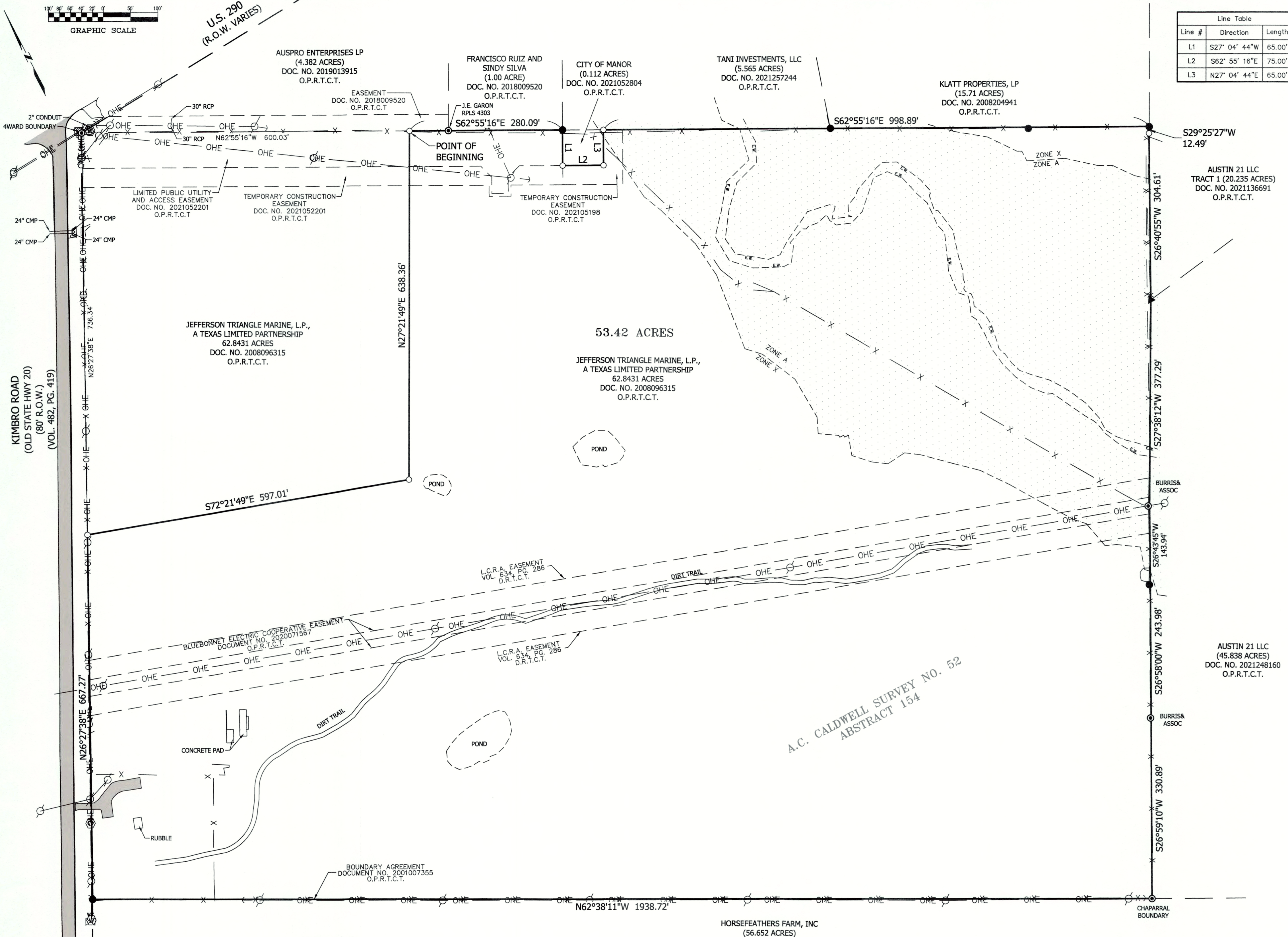
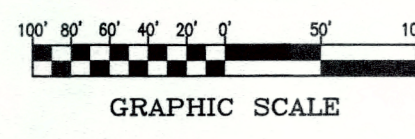
 3/29/2022
 Frank. W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 21-021

Attachments: E:\21021 - JTM Old Kimbro Rd\CAD\DWG\Old Kimbro Road 53.42ac ALTA.dwg





Line #	Direction	Length
L1	S27° 04' 44" W	65.00'
L2	S62° 55' 16" E	75.00'
L3	N27° 04' 44" E	65.00'

LEGAL DESCRIPTION:
 IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C)
 BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
 NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF.

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:
 CHICAGO TITLE INSURANCE COMPANY
 COMMITMENT NO. 8000362100979
 ISSUE DATE: SEPTEMBER 30, 2021
 EFFECTIVE DATE: SEPTEMBER 20, 2021

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:

- a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER)
- b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGEE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING.

 ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

 NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER)
- c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER)
- d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: BOUNDARY AGREEMENT
 DATED: DECEMBER 18, 2000
 EXECUTED BY: JUDDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001
 RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
 (SHOWN ON SURVEY)
- e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC.
 PURPOSE: EASEMENT
 RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
 (NO DESCRIPTION PROVIDED ON RECORD DOCUMENT - NOTED HEREOF)
- f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: LOWER COLORADO RIVER AUTHORITY
 PURPOSE: ELECTRIC TRANSMISSION
 RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS
 (SHOWN ON SURVEY)
- g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: DEVELOPMENT AGREEMENT
 DATED: SEPTEMBER 20, 2017
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS
 RECORDING DATE: DECEMBER 15, 2017
 RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (NOT A SURVEY MATTER)
- h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: EASEMENT AGREEMENT
 DATED: MARCH 25, 2020
 EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP
 RECORDING DATE: MAY 4, 2020
 RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (SHOWN ON SURVEY)
- i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
 ENTITLED: TEMPORARY CONSTRUCTION EASEMENT
 DATED: FEBRUARY 5, 2021
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR
 RECORDING DATE: JANUARY 1, 2021
 RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
 (SHOWN ON SURVEY)
- j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: CITY OF MANOR
 PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT
 RECORDING DATE: MARCH 11, 2021
 RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 (SHOWN ON SURVEY)
- k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER)

- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
 - 1/2" REBAR WITH CAP FOUND (OR AS NOTED)
 - 1/2" REBAR FOUND (OR AS NOTED) (STAMPED "LSI SURVEY")
 - △ 60D NAIL FOUND (OR AS NOTED)
 - △ FENCE CORNER POST FOUND
 - △ CALCULATED POINT NOT SET
 - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 - R.O.W. RIGHT-OF-WAY
 - P.U.E. PUBLIC UTILITY EASEMENT
 - E.P. EDGE OF PAVEMENT
 - E.W. EDGE OF WATER
 - (S11°22'30"E 34.56')
 - OHE OVERHEAD ELECTRIC
 - POWER POLE
 - SIGN POST SIGN
 - TELEPHONE JUNCTION BOX
 - WATER METER
 - WATER VALVE
 - BARB WIRE FENCE
 - FLOOD ZONE
 - ASPHALT PAVING

GENERAL NOTES:
 THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).
 DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359.
 SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.
 DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL.
 UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:
 TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:
 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 REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021.
 DATE OF PLAT OR MAP:



Frank W. Funk
 FRANK W. FUNK
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 6803

- 2021 ALTA/NSPS TABLE A NOTES:
- ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY.
 - ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

 THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
 - ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 53.42 ACRES MORE OR LESS.
 - ITEM 7a. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY.
 - ITEM 9. NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY.
 - ITEM 13. NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.

LANDSERVICES, INC.
 10000 W HIGHWAY 29, LIBERTY HILL, TEXAS 76642
 TEL: 512.398.9901 FAX: 512.398.9901

ALTA SURVEY OF 53.42 ACRES OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED TO JEFFERSON TRIANGLE MARINE, LP, IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

REVISIONS	DESCRIPTION	DATE

PROJECT NAME: JTM OLD KIMBRO RD
 JOB NUMBER: 21-1021
 DATE: 06/02/2021 SCALE: 1"=100'
 DRAWING FILE PATH: K:\21021 - JTM OLD KIMBRO RD\CADD\DWG\KIMBRO RD 53.42 AC ALTA.DWG
 FIELDNOTE FILE PATH: K:\21021 - JTM OLD KIMBRO RD\REV\DESCRIPTIONS
 KIMBRO REV\DESCRIPTIONS
 PLS: FWP TECH: JFM (PARTY): JHE: JE
 CHECKED BY: PMS IT TELEPHONE: 512-398-9901

DRAWING NAME: OLD KIMBRO ROAD 53.42 AC ALTA
 SHEET 01 of 01

Certificate Of Completion

Envelope Id: BDD3F1C14AA04078A6568BFE957EACD3	Status: Completed
Subject: Complete with DocuSign: 23-1-10 Agenda Request-ITEM#20-Annexation_portion of Kimbro Road by the...	
Source Envelope:	
Document Pages: 42	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kimberly Guerra
Time Zone: (UTC-06:00) Central Time (US & Canada)	11493 Sunset Hills Rd
	Reston, VA 20190
	Kimberly.Guerra@traviscountytexas.gov
	IP Address: 198.214.211.102

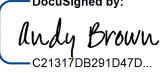
Record Tracking

Status: Original 1/30/2023 10:20:24 AM	Holder: Kimberly Guerra Kimberly.Guerra@traviscountytexas.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Travis County TNR – Transportation and Natural Resources Main	Location: DocuSign

Signer Events

Andy Brown
Andy.Brown@traviscountytexas.gov
County Judge
Travis County
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

C21317DB291D47D...
Signature Adoption: Pre-selected Style
Using IP Address: 162.89.0.107
Signed using mobile

Timestamp

Sent: 1/30/2023 10:30:55 AM
Resent: 1/31/2023 3:17:43 PM
Viewed: 2/3/2023 3:51:54 PM
Signed: 2/3/2023 3:52:07 PM

Electronic Record and Signature Disclosure:
Accepted: 11/25/2020 10:06:41 AM
ID: 4f30a04f-86cb-42e7-8faf-a485d236c149

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Kate Garza
kate.garza@traviscountytexas.gov
Chief of Staff
Travis County
Security Level: Email, Account Authentication (None)

VIEWED
Using IP Address: 198.214.211.101

Sent: 1/30/2023 10:23:06 AM
Viewed: 1/30/2023 10:30:55 AM

Electronic Record and Signature Disclosure:
Accepted: 8/10/2021 2:29:41 PM
ID: 3806691b-9d59-4d3f-8f36-7acfe7d5da81

Carbon Copy Events

Status

Timestamp

David Hunter
David.Hunter@traviscountytexas.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/3/2023 3:52:10 PM
Viewed: 2/3/2023 4:14:05 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events

Status

Timestamp

Gillian Porter
Gillian.Porter2@traviscountytx.gov
County Commissioners Court Specialist
Travis County Clerk
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 2/3/2023 3:52:10 PM

Electronic Record and Signature Disclosure:
Accepted: 8/4/2021 6:53:37 AM
ID: 1a50c710-31c1-4420-b7e4-506270bf7804

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	1/30/2023 10:23:06 AM
Certified Delivered	Security Checked	2/3/2023 3:51:54 PM
Signing Complete	Security Checked	2/3/2023 3:52:07 PM
Completed	Security Checked	2/3/2023 3:52:10 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jesse.valdez@traviscountytexas.gov

To advise Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jesse.valdez@traviscountytexas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jesse.valdez@traviscountytexas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jesse.valdez@traviscountytexas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main during the course of your relationship with Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main.



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a License and Maintenance Agreement between the City of Manor and Housing Authority of Travis County for the construction, improvement, installation, and maintenance of underground stormwater and landscaping improvements located within South Bastrop Street, East Burton Street, and South Caldwell Street rights-of-way for the Manor Townhomes Phase II development.

BACKGROUND/SUMMARY:

The Travis County Housing Authority has been working on site plan and building permit approvals for a new 20-unit affordable senior housing project next to their existing Manor Town Apartments project. Since the original housing development was constructed, the city has updated our development codes. One of which requires landscaping along street frontages. Given the size of the building and associated parking areas, the Housing Authority officials would like to place the landscaping in the city’s Right of Way (ROW), but through this License Agreement the Housing Authority would maintain that landscaping. There is a minor stormwater improvement also in the city’s ROW from the proposed connection of Housing Authority’s on-site drainage system into the city’s storm drainage system. Supporting affordable housing development projects is one of the city’s key Legislative Agenda item that we should continue to identify opportunities to expand throughout the community.

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

- License Agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve a License and Maintenance Agreement between the City of Manor and Housing Authority of Travis County for the construction, improvement, installation, and maintenance of underground stormwater and landscaping improvements located within South Bastrop Street, East Burton Street, and South Caldwell Street rights-of-way for the Manor Townhomes Phase II development.

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

**CITY OF MANOR
LICENSE AND MAINTENANCE AGREEMENT**

This License and Maintenance 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 Housing Authority of Travis County, Texas (Manor Townhomes Phase II), or its assigns, a Texas non-profit corporation (the "Licensee"). The City and the Licensee are referred to together as the "Parties".

RECITALS:

WHEREAS, The Manor Townhomes Phase II contains publicly-owned land; and

WHEREAS, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the Manor Townhomes Phase II 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 following tracts of land:

That portion of land situated between the boundary of Lot 1, Block A; Amended Plat of Lots 11-20, Block 10; Town of Manor; DOC No. 202100146 and the street curbs of adjacent Bastrop Street, Burton Street, and Caldwell Street as more particularly shown and described in Exhibit A;

2.02. The City grants to Licensee permission to use the Licensed Property for the following purposes only:

Construction, improvement, installation, and maintenance of an underground stormwater conveyance system and Landscaping improvements located within the Licensed Property serving Section 28 of the Manor Townhomes Phase II, as more particularly shown and described in Exhibit "B" and Exhibit "C" attached hereto (collectively, the "Improvements").

2.03. 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.

2.04. Licensee agrees that: (a) the construction and maintenance 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, if any, as a result of the Improvements. The City may require Licensee to take action to maintain the Licensed Property and the Improvements, at Licensee's expense, and in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation placed by Licensee within the Licensed Property. Such action shall be completed within thirty (30) days following receipt of a written request from the City.

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. No Improvements may be modified or removed from the Licensed Property without the prior written consent of the City. 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 Agreement and/or pursue its remedies under Section 7.05 below. The parties agree that if the City terminates this Agreement, the City shall not be required to operate and maintain the Improvements.

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:
the Housing Authority of Travis County, Texas
Attn: Goodwin Management
11149 Research, Suite 100
Austin TX 78759
(512) 502-7517

with a copy to:

SG Land Holdings, LLC
2392 Morse Avenue
Irvine CA 92614
(949) 777-4070

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. FUNDING MAINTENANCE OBLIGATION

8.01. Licensee will provide funds required for the management and operation of improvements permitted by this Agreement.

XI. COMMENCEMENT AND TERMINATION

9.01. 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.

X. TERMINATION

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

- (a) Use of Licensed Property becomes necessary for another public purpose;
- (b) 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;
- (c) Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- (d) 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.

XI. EMINENT DOMAIN

11.01. 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.

XII. INTERPRETATION

12.01. 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.

XIII. APPLICATION OF LAW

13.01. 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.

XIV. VENUE

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

XV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

15.01. 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.

XVI. ASSIGNMENT

16.01. 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.

XVII. AMENDMENT

17.01. This License Agreement may be amended only by an instrument in writing signed and approved by both parties.

[signature pages follow]

ACCEPTED this the _____ day of _____, 20____.

THE CITY:
CITY OF MANOR

Scott Moore, 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 Scott Moore, as Mayor of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

Notary Public, State of Texas

LICENSEE:

the Housing Authority of Travis County,
Texas

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

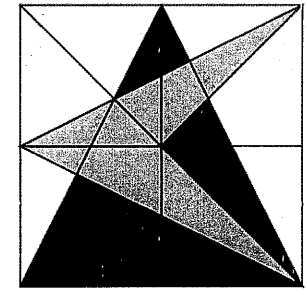
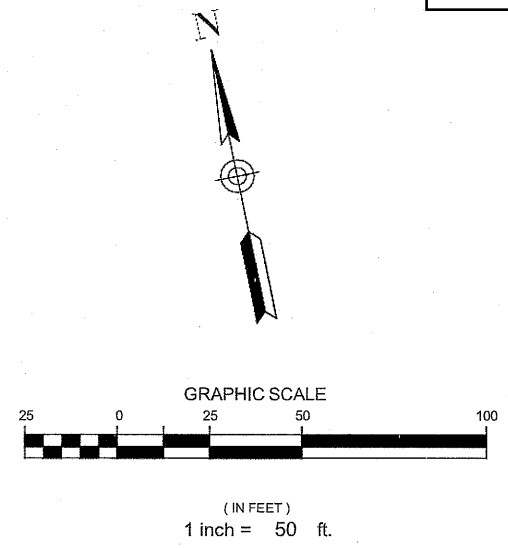
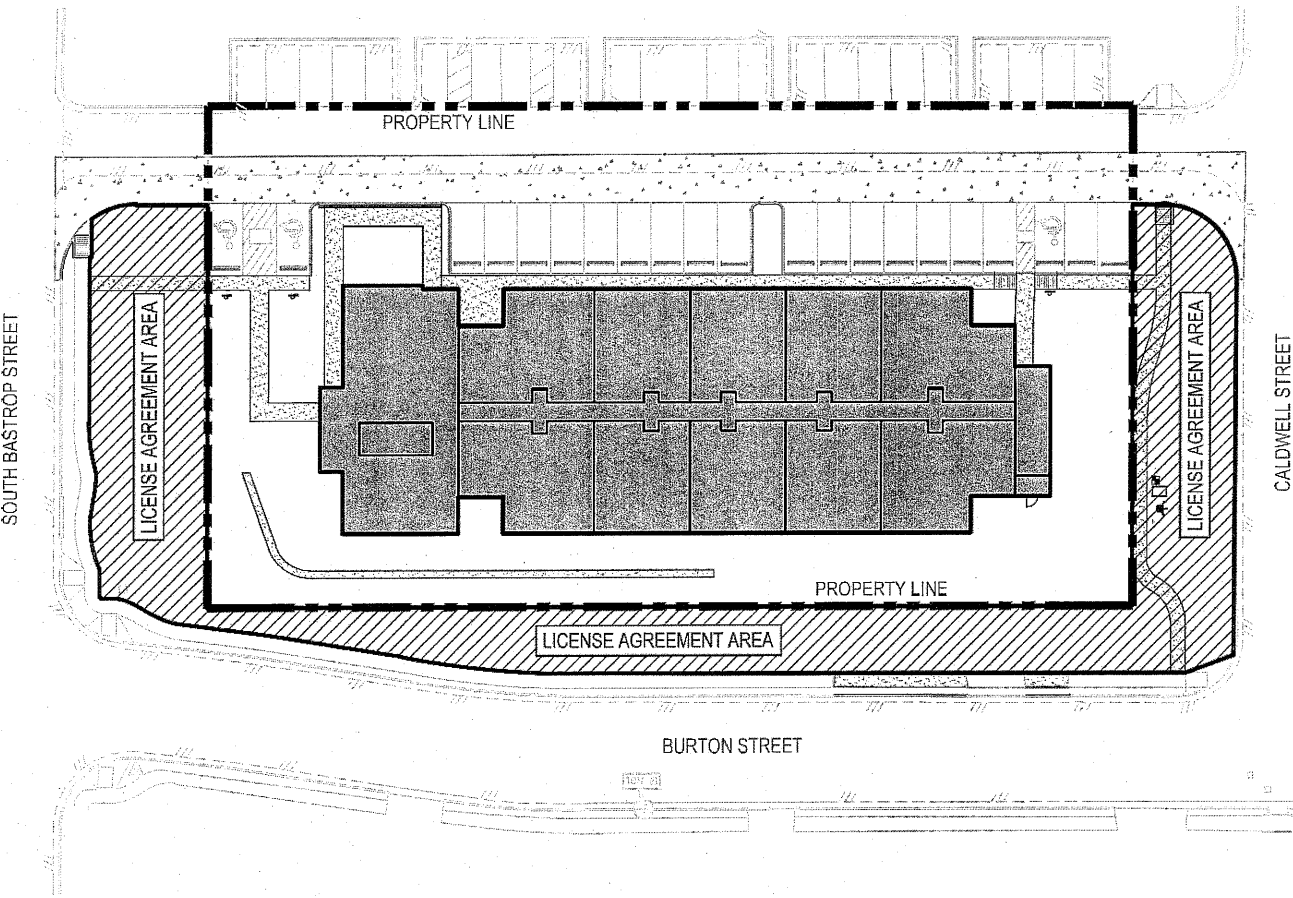
This instrument was acknowledged before me on this ____ day of _____, 20__, by
_____, as _____ of _____,
a _____, on behalf of said _____.

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]



**CARNEY
ENGINEERING,
PLLC.**

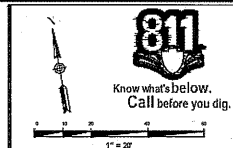
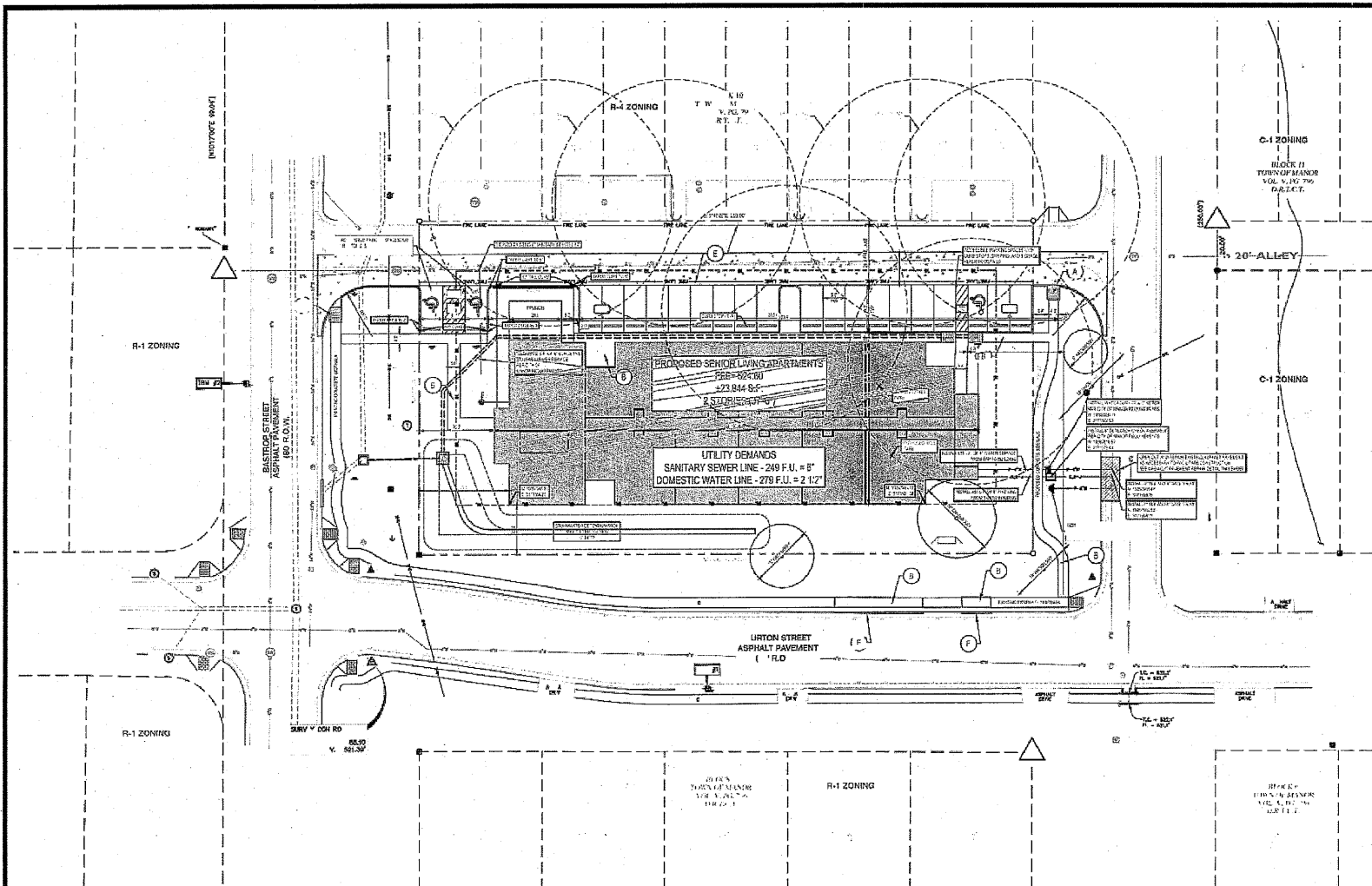
5465 LEGACY DRIVE, SUITE 650
Plano, Texas 75024
PH (469) 443-0861
FAX (469) 443-0863

TBPE FIRM REGISTRATION NO: F-5033

LICENSE AGREEMENT AREA EXHIBIT
MANOR TOWN APARTMENTS PHASE II
212 SOUTH BASTROP STREET
MANOR, TEXAS

File name: \\land-development\2068-2068-181 Manor - Town Assets\CAD\CIVIL\EXHIBIT - LICENSE AGREEMENT AREA.dwg Plotted: 10/24/2022 2:34:23 PM Plot Device: DIVG to PDF-2009.pc3 Page Set: Page Set.p - Plotted by: Jeff Hamilton

Exhibit "B"
[attachment follows this page]



SITE INFORMATION

PROJECT NO. 2024-001
 SHEET NO. 1 OF 1
 DATE: 08/20/24
 DRAWN BY: [Name]
 CHECKED BY: [Name]

LEGEND

[Symbol]	Proposed Building Footprint
[Symbol]	Proposed Driveway
[Symbol]	Proposed Parking Space
[Symbol]	Proposed Utility Line
[Symbol]	Proposed Easement
[Symbol]	Proposed Survey Point
[Symbol]	Proposed Reference Marker
[Symbol]	Proposed Fire Lane
[Symbol]	Proposed Fire Lane Striping

KEY NOTES

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
2. VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
3. PROTECT ALL EXISTING UTILITIES.
4. MAINTAIN ACCESS TO ADJACENT PROPERTIES AT ALL TIMES.
5. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CERTIFICATIONS PRIOR TO CONSTRUCTION.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

4. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY RECORDS AND DRAWINGS.

FIRE LANE STRIPING NOTE

1. FIRE LANE STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS FIRE LANE STRIPING MANUAL.

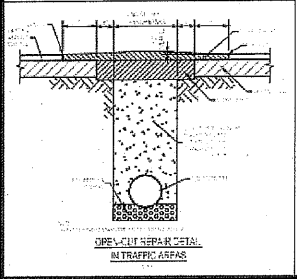
2. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO THE FIRE LANE AT ALL TIMES.

MANOR TOWN APARTMENTS PHASE II
 BURTON STREET AND BASTROP STREET
 MANOR, TEXAS

SITE AND UTILITY PLAN
 ISSUED FOR PERMIT

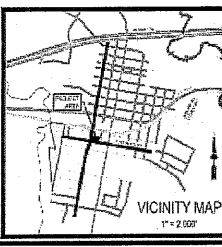


DATE: 08/20/24
 SHEET NO. 1 OF 1
 PROJECT NO. 2024-001



PARKING REQUIREMENT CHART - SENIOR LIVING

TYPE UNIT	STANDARD	PROPOSED	REMARKS
1-BED	1	1	
2-BED	2	2	
TOTAL	3	3	



STABILIZATION NOTE

1. ALL EXISTING UTILITIES SHALL BE STABILIZED PRIOR TO CONSTRUCTION.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

TOPOGRAPHIC SURVEY NOTE

1. THE TOPOGRAPHIC SURVEY WAS CONDUCTED ON 08/15/24.

2. THE SURVEY POINTS ARE SHOWN ON THIS PLAN.

"CAUTION" - NOTICE TO CONTRACTOR

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CERTIFICATIONS PRIOR TO CONSTRUCTION.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

REFERENCE MARKERS

1. REFERENCE MARKERS SHALL BE PLACED AT THE CORNERS OF ALL PROPOSED BUILDINGS AND DRIVEWAYS.

2. THE MARKERS SHALL BE 4" DIA. ALUMINUM RODS WITH 1/2" DIA. NYLON CAPS.

PERMITS NOTE

1. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.

2. THE PERMITS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.

"TEXAS ONE CALL SYSTEM"

1. THE CONTRACTOR SHALL REGISTER WITH THE TEXAS ONE CALL SYSTEM PRIOR TO CONSTRUCTION.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

TRAFFIC CONTROL NOTE

1. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

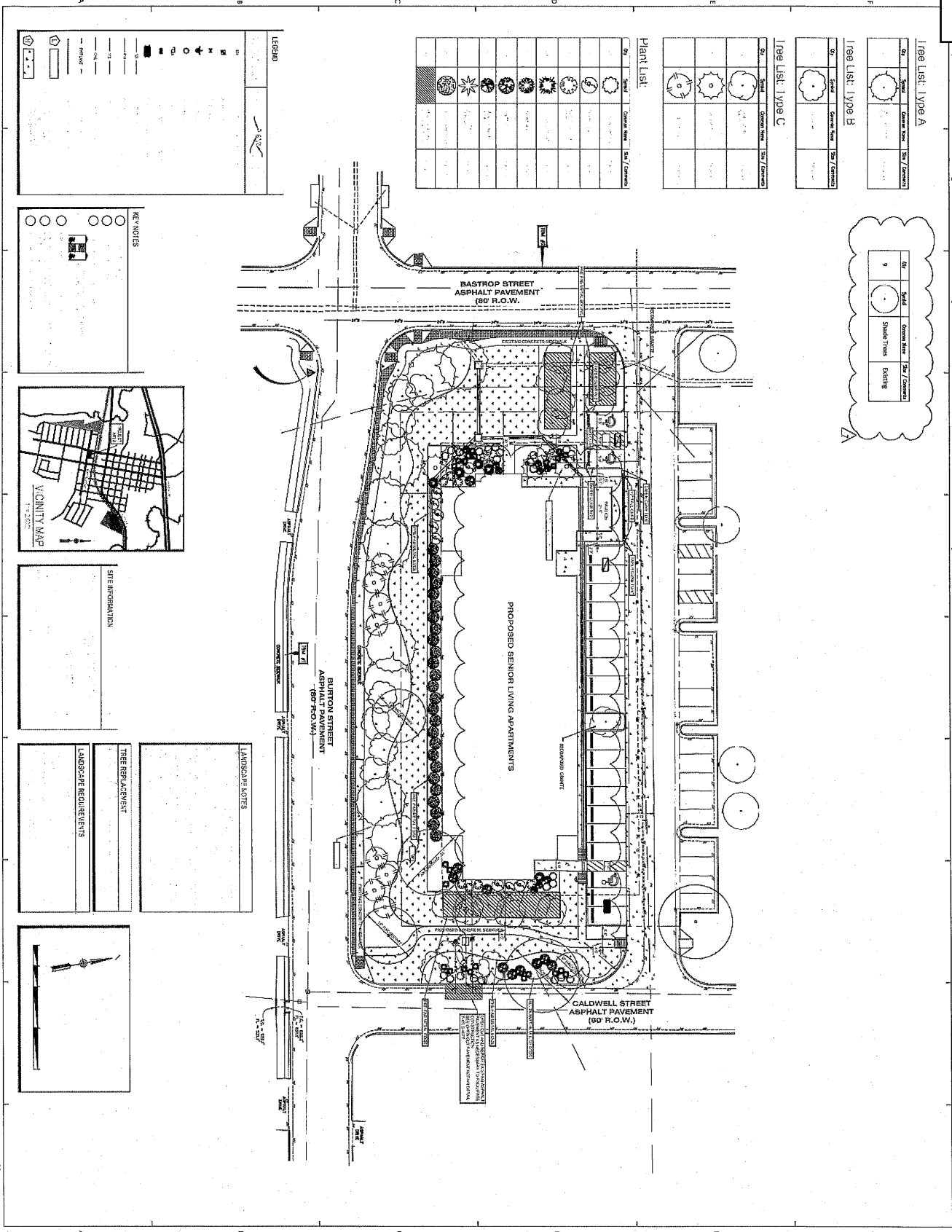
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL DURING CONSTRUCTION.

ACCESSIBILITY NOTES

1. ALL PROPOSED BUILDINGS AND DRIVEWAYS SHALL BE ACCESSIBLE TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

Exhibit "C"
[attachment follows this page]



LEGEND

Symbol	Description
(Symbol)	Tree
(Symbol)	Shrub
(Symbol)	Plant
(Symbol)	Other

Plant List

ID	Symbol	Common Name	Size / Comments
1	(Symbol)	...	...
2	(Symbol)	...	...
3	(Symbol)	...	...
4	(Symbol)	...	...
5	(Symbol)	...	...
6	(Symbol)	...	...
7	(Symbol)	...	...
8	(Symbol)	...	...
9	(Symbol)	...	...
10	(Symbol)	...	...

Tree List Type A

ID	Symbol	Common Name	Size / Comments
1	(Symbol)	...	...
2	(Symbol)	...	...
3	(Symbol)	...	...
4	(Symbol)	...	...
5	(Symbol)	...	...
6	(Symbol)	...	...
7	(Symbol)	...	...
8	(Symbol)	...	...
9	(Symbol)	...	...
10	(Symbol)	...	...

Tree List Type B

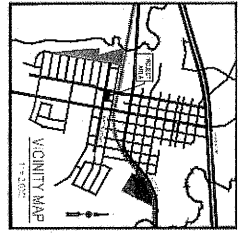
ID	Symbol	Common Name	Size / Comments
1	(Symbol)	...	...
2	(Symbol)	...	...
3	(Symbol)	...	...
4	(Symbol)	...	...
5	(Symbol)	...	...
6	(Symbol)	...	...
7	(Symbol)	...	...
8	(Symbol)	...	...
9	(Symbol)	...	...
10	(Symbol)	...	...

Tree List Type C

ID	Symbol	Common Name	Size / Comments
1	(Symbol)	...	...
2	(Symbol)	...	...
3	(Symbol)	...	...
4	(Symbol)	...	...
5	(Symbol)	...	...
6	(Symbol)	...	...
7	(Symbol)	...	...
8	(Symbol)	...	...
9	(Symbol)	...	...
10	(Symbol)	...	...

KEY NOTES

1. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.
2. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.
3. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.
4. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.
5. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.
6. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.
7. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.
8. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.
9. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.
10. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.



SITE INFORMATION

MANOR TOWN PHASE II
 HOUSING AUTHORITY OF TRAVIS COUNTY
 NDA PROJECT # 2020-12

LANDSCAPE NOTES

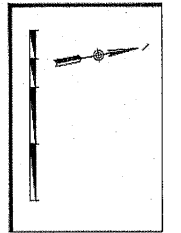
1. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.

TREE REPLACEMENT

2. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.

LANDSCAPE REQUIREMENTS

3. All trees to be planted in accordance with the Texas Native Plant Society's guidelines.



MANOR TOWN PHASE II
 MANOR, TEXAS
 HOUSING AUTHORITY
 OF TRAVIS COUNTY
 NDA PROJECT # 2020-12
 SCALE: 1" = 20'
 L1 - LANDSCAPE PLAN



Issue	Date	Description
1	04/21/21	ISSUE FOR PERMIT
4	03/29/22	ADDENDUM 5
7	08/15/22	ADDENDUM 6

nda northfield design associates, inc.
 1524 S. IH-35, STE. 233 AUSTIN, TX 78704
 512/302-1458 v dsmith@nda-austin.com

THESE DRAWINGS AND THEIR CONTENTS REMAIN THE PROPERTY OF NORTHFIELD DESIGN ASSOC. INC. AND MAY NOT BE USED FOR ANY PURPOSE EXCEPT THE CONSTRUCTION OF THE PROPERTY DESCRIBED HEREIN WITHOUT WRITTEN CONSENT FROM NORTHFIELD DESIGN ASSOCIATES, INC. ELECTRONIC COPIES OF DRAWINGS ARE ISSUED TO CONSULTANTS FOR COORDINATION ONLY. ARCHITECT ASSUMES NO RESPONSIBILITY FOR DRAWINGS WHEN USED OR MODIFIED BY OTHERS.



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a contract between the City of Manor and Enterprise Fleet Management.

BACKGROUND/SUMMARY:

On September 21, 2022 City Council approved the FY 2022-2023 budget. This budget included:

- 8 2023 1500 Chevrolet 4x4 trucks
- 1 2023 2500HD Chevrolet 4x4 truck

With the supply issues and rising cost of vehicles the Enterprise program would allow us a more flexible payment schedule and easier dashboard for vehicle maintenance. The first-year pricing of \$176,854.94 includes the replacement of 17 vehicles. We will be replacing vehicles dated 2013-2018. A newer fleet would be more fuel efficient, maintenance repairs will decrease and safer vehicles for staff.

Streets	\$ 235,301.00	this had an additional \$149,132 for FY 22/23 for vehicle replacements
Dev Svcs	\$ 20,000.00	this is funding for FY 22/23 for a new vehicle
Parks	\$ 41,889.00	this had an additional \$9,518 for FY 22/23 for a new vehicle
Water	\$ 129,308.00	this had an additional \$47,691 for FY 22/23 for new vehicles
Wastewater	\$ <u>9,210.00</u>	this is new for FY 22/23
	\$ 435,708.00	

We could see a cost savings of up to **\$235,000** this year.

LEGAL REVIEW: Yes
FISCAL IMPACT: Yes
PRESENTATION: Yes
ATTACHMENTS: Yes

- Fleet Synopsis
- Terms for Enterprise Agreements
- Government Credit Application
- Full Maintenance Agreement (FM)
- Master Equity Lease Agreement (MLA)
- Amendment to MLA
- Addendum to Full Maintenance Agreement
- Assignment Agreement to Sell Full Maintenance Customer Vehicles
- Consignment Auction Agreement for Sale of Customer Owned Vehicles
- Company Owned Vehicle Service Agreement

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the Enterprise Fleet Management contract; and authorize the City Manager to execute the contract after legal review.

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



Our Account Teams Manage



Item 16.



COMPETITIVE BID AWARDS



City of Manor is a Member ID#159990



THE INTERLOCAL PURCHASING SYSTEM



Sourcing. Strategy. Savings.

RECAP & KEY OBJECTIVES

- **Reduce Overall Age of the Fleet:**
 - *Current Fleet: Average Age (Non ERV's) = **6 Years***
 - *6 of 33 Vehicles are 2012 Years or Older*
- **Reduce Operational Downtime and Expenses:**
 - *Industry Average for Maintenance Expense based off Vehicle Type, Age & Utilization*
 - *~ Conservatively \$96/Vehicle/Month*
 - *Reduced to an average of \$26.87/Vehicle/Month*
- **Maintain a Management Vehicle Budget:**
 - *Acquiring 2-3 Vehicles per Year (last 10 years) or on **12 Year Replacement Plan***
- **Increasing Efficiencies, Sustainability & Safety**
 - *3 Year Replacement Plan to ensure safety/sustainability is a top priority*

Conservative Savings Opportunity over \$527,311 versus Today's Plan

Vehicle Safety- STANDARD OPTIONS

2007

- Front/Side crash test
- Anti-lock brakes
- Airbags

**7.89% of vehicles in current fleet are pre-2007*

2012

- **Electronic Stability Control**
- Lane Departure Warning
- Rear Video

**16% of vehicles in current fleet are pre-2012*

2018

- Forward Collision Warning
- Blind Spot Warning
- Offset-crash test

**29% of vehicles in current fleet are pre-2018*



5-Star Safety Ratings
More Stars. Safer Cars.

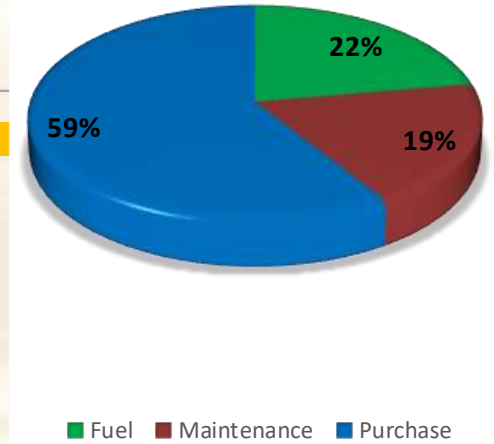
33	Vehicle Information							Contract			
Qty	Vehicle Type	Year	Make	Model	Description	(X) 4x4	(Y/N)	Term	Annual Miles	AM\$	1
4	Compact Sedan	2022	Nissan	Sentra	12012-S 4dr Sedan			36	6,100	-	
2	Minivan-Passenger	2022	Chrysler	Yogager Passenger Van	RUCL53-LX Passenger Van			36	7,300	-	
4	3/4 Ton Van Cargo	2022	Ford	Transit-250 Cargo	R1Y-Base Rear-Wheel Drive Low Roof			36	6,900	3,000	
1	Compact SUV 4x2	2022	Jeep	Compass	MPTL74-Sport 4dr Front-Wheel Drive			36	6,800		
7	1/2 Ton Pickup Reg 4x2	2023	Chevrolet	Silverado 1500 Regular Cab	CC10903-Work Truck 4x2 Regular Cab			36	6,800	-	
2	1/2 Ton Pickup Ext 4x2	2023	Chevrolet	Silverado 1500 Double Cab	CC10753-Work Truck 4x2 Double Cab			36	5,900	-	
2	1/2 Ton Pickup Quad 4x2	2023	Chevrolet	Silverado 1500 Crew Cab	CC10543-Work Truck 4x2 Crew Cab 5.7			36	6,400	-	
2	1/2 Ton Pickup Quad 4x4	2022	Ford	F-150 Crew Cab	W1E-XL 4x4 SuperCrew Cab 5.5 ft. box X			36	4,900	-	
7	3/4 Ton Pickup Quad 4x2	2022	Ford	F-250 Crew Cab	W2A-XL 4x2 SD Crew Cab 6.75 ft. box			36	6,000	-	
2	3/4 Ton Pickup Quad 4x4	2022	Ford	F-250 Crew Cab	W2B-XL 4x4 SD Crew Cab 6.75 ft. box X			36	6,900	-	

City of Manor - Fleet Planning Analysis

Item 16.

Current Fleet	33	Fleet Growth	0.00%	Proposed Fleet	33
Current Cycle	12.22	Annual Miles	6,400	Proposed Cycle	3.06
Current Maint.	\$96.00			Proposed Maint.	\$26.87
Maint. Cents Per Mile	\$0.18	Current MPG	17	Price/Gallon	\$3.65

Fleet Costs Analysis



Fiscal Year	Fleet Mix			Fleet Cost							Annual Net Cash	
	Fleet Size	Annual Needs	Owned	Leased	Annual Finance Payment	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel		Fleet Budget
Average	33	2.7	33	0	120,000	0			38,016	45,346	203,362	0
'23	33	6	27	6	0	48,430	-5,500		33,038	43,697	119,665	83,697
'24	33	8	19	14	0	108,784	-16,000		26,401	41,498	160,684	42,678
'25	33	1	18	15	0	118,493	-3,500	-64,870	25,572	41,224	116,918	86,444
'26	33	17	7	26	0	210,890	-65,500	-93,405	16,446	38,200	106,631	96,731
'27	33	15	0	33	0	280,739	-59,500	-19,964	10,639	36,277	248,191	-44,829
'28	33	1	0	33	0	280,739		-209,412	10,639	36,277	118,243	85,119
'29	33	16	0	33	0	280,739		-216,610	10,639	36,277	111,045	92,317
'30	33	15	0	33	0	280,739		-32,010	10,639	36,277	295,644	-92,283
'31	33	2	0	33	0	280,739		-209,412	10,639	36,277	118,243	85,119
'32	33	16	0	33	0	280,739		-216,610	10,639	36,277	111,045	92,317

10 Year Savings	\$527,311	Avg. Sustainable Savings	\$52,518
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Current Fleet Equity Analysis

YEAR	2023	2024	2025	2026	2027	Under-Utilized
QTY	6	8	1	11	7	0
Est \$	\$917	\$2,000	\$3,500	\$5,955	\$8,500	\$0
TOTAL	\$5,500	\$16,000	\$3,500	\$65,500	\$59,500	\$0
Estimated Current Fleet Equity**					\$150,000	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

18% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded



FLEET MANAGEMENT

338

Katy Carver
Account Executive
737-610-9245
Katy.e.carver@efleets.com



FLEET MANAGEMENT

PREPARED FOR:



Katy Carver

FLEET CONSULTANT



PHONE



EMAIL



FLEET SYNOPSIS | City of Manor

THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 18% of the light and medium duty fleet is currently 10 years or older
- 51% of the light and medium duty fleet is currently 6 years or older
- 6 years is the current average age of the fleet
- 12.22 years – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$527,311 in 10 years

- Shorten the current vehicle life cycle from 12.22 years to 3.06 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$83,697 in capital from the salvage of 6 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$26.97 vs. current \$96.00
- Reduce the overall fuel spend through more fuel efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

- Currently:
 - 3 vehicles predate Anti-Lock Brake standardization (2007)
 - 3 vehicles predate Electronic Stability Control standardization (2012)
 - ESC is the most significant safety invention since the seatbelt
 - 17 vehicles predate standardization of back up camera (2018)

Piggyback The Sourcewell awarded RFP #030122-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the city
- Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

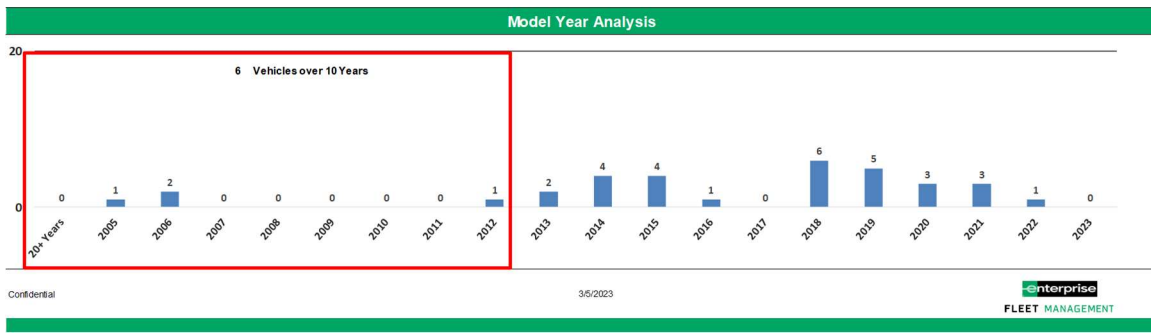
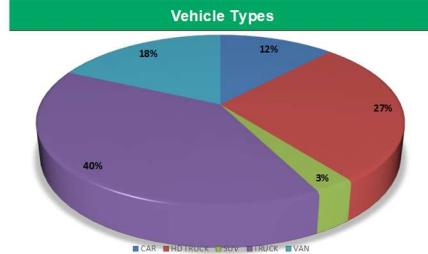
THE RESULTS

By partnering with Enterprise Fleet Management, City of Manor will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. City of Manor will reduce fuel costs and reduce maintenance costs from \$96 on average to \$26.97 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, City of Manor will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, City of Manor will be able to replace all of its vehicles over the course of 5 years while creating an annual savings of \$52,518

FLEET PLANNING ANALYSIS | City of Manor

City of Manor - Fleet Profile

Fleet Profile				Fleet Replacement Schedule						Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2023	2024	2025	2026	2027	Under-Utilized	
Compact Sedan	4	6.5	6,100	0	2	0	2	0	0	* Fiscal Year 2023 = 10 years old and older, or odometer over 100,000
Minivan-Passenger	2	7.3	7,300	1	0	0	1	0	0	* Fiscal Year 2024 = 8 years old and older, or odometer over 93,300
3/4 Ton Van Cargo	4	4.0	6,900	0	0	0	3	1	0	* Fiscal Year 2025 = 6 years old and older, or odometer over 86,600
Compact SUV 4x2	1	3.8	6,800	0	0	0	1	0	0	* Fiscal Year 2026 = 4 years old and older, or odometer over 79,900
1/2 Ton Pickup Reg 4x2	7	12.7	6,800	5	2	0	0	0	0	* Fiscal Year 2027 = Remaining Vehicles
1/2 Ton Pickup Ext 4x2	2	8.3	5,900	0	2	0	0	0	0	* Underutilized = Annual Mileage less than 1,000
1/2 Ton Pickup Quad 4x2	2	4.7	6,400	0	1	0	0	1	0	
1/2 Ton Pickup Quad 4x4	2	2.7	4,900	0	0	0	0	2	0	
3/4 Ton Pickup Quad 4x2	7	4.4	6,000	0	1	1	3	2	0	
3/4 Ton Pickup Quad 4x4	2	2.4	6,900	0	0	0	1	1	0	
Totals/Averages	33	6.6	6,400	6	8	1	11	7	0	

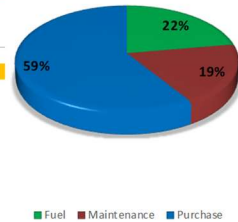


City of Manor - Fleet Planning Analysis

Current Fleet	33	Fleet Growth	0.00%	Proposed Fleet	33
Current Cycle	12.22	Annual Miles	6,400	Proposed Cycle	3.06
Current Maint.	\$96.00			Proposed Maint.	\$26.87
Maint. Cents Per Mile	\$0.18	Current MPG	17	Price/Gallon	\$3.65

Fleet Costs Analysis

Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Annual Finance Payment	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	33	2.7	33	0	120,000	0			38,016	45,346	203,362	0
'23	33	6	27	6	0	48,430	-5,500		33,038	43,697	119,665	83,697
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CASE STUDY

CASE STUDY | CITY OF FREDERICKSBURG, TX



City lowers fleet maintenance costs by \$127K with Fleet Program.

BACKGROUND

Location: Fredericksburg, TX
 Industry: Government
 Total vehicles: 75 vehicles

THE CHALLENGE

Each year, the City of Fredericksburg was faced with high vehicle repair and maintenance costs for an aging fleet. The City's 75 vehicles had an average age of 12 years resulting in unexpected maintenance issues each year. The City was spending \$153,300 per year on fleet maintenance, averaging over \$2,000 per truck. Searching for solutions within their budget, the city needed to make managing their vehicles easier, from purchasing to maintenance and driver fueling options.

THE SOLUTION

Enterprise Fleet Management presented a proactive fleet replacement plan to the City of Fredericksburg that would reduce the average age of their fleet by 60% helping reduce operational and maintenance expenses. With integrating newer vehicles into the City's fleet, employees would drive safer, more reliable vehicles with minimal maintenance needs. Long-term, this plan has helped save an average of \$29,284 per year in fleet related expenses.

“We have truly enjoyed the partnership with Enterprise Fleet Management. Things are much easier to manage now, and we are saving money on vehicle maintenance.”

– Brian Peters, Programs Manager

Enterprise Fleet Management also recommended replacing all vehicles owned by the city within a 5-year time frame. This approach will help The City lower maintenance expense from \$153,300 per year to \$26,016 per year.

THE RESULTS

Since their partnership began 4 years ago, Enterprise Fleet Management has helped The City of Fredericksburg transition their fleet vehicles from an average age of 12 years to 4. The City has experienced a significant reduction in costs associated with their fleet program and a decrease in employee downtime. This is due to The City putting their trust in the local Enterprise Fleet Management team's expertise and the fleet planning analytics backing each recommendation. The partnership has given the City visibility into all vehicle costs and budget accordingly.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

MAINTENANCE
 LOWERED BY
83%



SAVED
\$62,052
 OVER THE LAST 2
 REPLACEMENT YEARS

5 YEAR
 REPLACEMENT PLAN



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PROGRAM RESOURCES | City of Manor

SAFETY

- 10% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

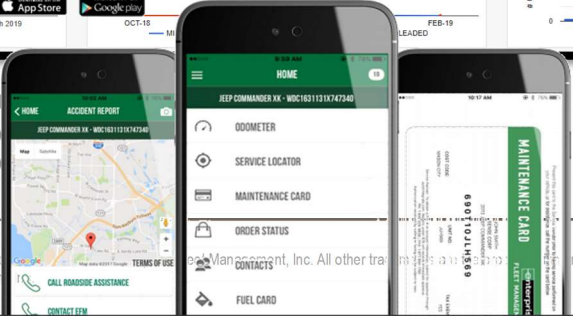
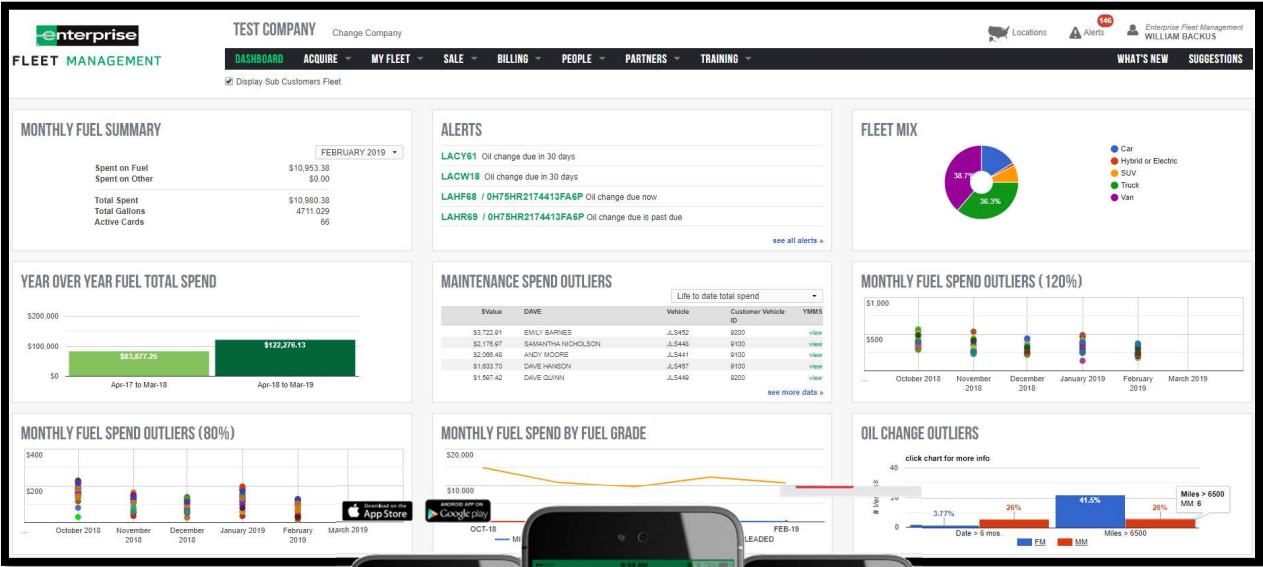
City of Manor will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Client Strategy Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Client Strategy Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management’s website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | City of Manor

CURRENT PARTNERS

- City of Fredericksburg
- City of Kyle
- Hays County
- City of Brownwood
- City of Pampa
- City of Navasota
- City of Anna
- City of San Marcos
- City of Pflugerville
- City of Pleasanton
- City of Brownsville
- Gillespie County
- Hidalgo County
- City of Pharr

REFERENCE:

Below is a list of at least two (2) client references including company name, contact person, and telephone number.

1. City: **City of Kyle**
Business Phone #: (512) 262-3952
Contact Person: Perwez Moheet, Director of Finance

2. City: **City of Pflugerville**
Business Phone #: (512) 251-3076
Contact Person: Melissa Moore, Chief Financial Officer

COOPERATIVES:

- TIPS/TAPS USA
- SOURCEWELL

Terms for Enterprise Fleet Management Agreements

1. To the fullest extent permitted by law, **ENTERPRISE** agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a sub-contractor, or supplier occurring in the course of performance of professional services pursuant to this Contract by **ENTERPRISE**, its employees, sub-contractors, or others for whom **ENTERPRISE** may be legally liable ("**ENTERPRISE** Parties"), but only to the extent caused in whole or in part by the **ENTERPRISE** Parties. **IF THE CLAIMS, ETC. ARE CAUSED IN PART BY ENTERPRISE PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN ENTERPRISE SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH ENTERPRISE PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**

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

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

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

5. **ENTERPRISE** hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization,

Terms for Enterprise Fleet Management Agreements

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).

6. **ENTERPRISE** hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
7. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to **ENTERPRISE** hereunder, **ENTERPRISE** shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: State County City Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing	<input type="checkbox"/> Leasing	<input type="checkbox"/> Finance		

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
 Street Address _____ City _____ State _____ Zip _____
 Contact Name _____ Phone # _____ Fax # _____
 Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
 Street Address _____ City _____ State _____ Zip _____
 Bank Contact Name _____ Phone # _____ Fax # _____
 ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

_____	_____
Print Name	Title
_____	_____
Signature	Company Name

Date	

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM _____ Customer _____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM _____ Customer _____



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM _____ Customer _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT (“Amendment”) is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT (“Agreement”) by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”) and the lessee whose name and address is set forth on the signature page below (“Lessee”). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee’s breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee’s funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2271, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the date signed below.

LESSEE: City of Manor, Texas

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

AMENDMENT TO FULL MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of February, 2023 is attached to, and made a part of, the FULL MAINTENANCE AGREEMENT entered into on the ____ day of February, 2023 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Manor, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Full Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Full Maintenance Agreement as of the day and year first above written.

City of Manor, Texas (Lessee)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$_____ or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
 Enterprise Leasing Company of Georgia, LLC
 Enterprise Leasing Company of Florida, LLC
 Enterprise Leasing Company of KS LLC
 EAN Holdings, LLC
 Enterprise Leasing Company of Orlando, LLC
 Enterprise Leasing Company of Indianapolis, LLC
 Enterprise Rent-A-Car Company of Boston, LLC
 Enterprise Leasing Company of Denver, LLC
 Enterprise Leasing Company of Chicago, LLC
 Enterprise RAC Company of Maryland, LLC
 Enterprise Leasing Company of Philadelphia, LLC
 Enterprise RAC Company of Baltimore, LLC
 Enterprise Leasing Company of Minnesota, LLC
 Enterprise Leasing Company of Detroit, LLC
 Enterprise Leasing Co of Norfolk/ Richmond, LLC
 Enterprise Rent-A-Car Co of San Francisco, LLC
 ELRAC, LLC
 SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
 Enterprise Rent-A-Car Company of Los Angeles, LLC
 Enterprise RAC Company of Cincinnati, LLC
 CLERAC, LLC
 Enterprise Rent-A-Car Company of Pittsburgh, LLC
 Enterprise Rent-A-Car Company of Wisconsin, LLC
 Enterprise Rent-A-Car Company of UT, LLC
 CAMRAC, LLC
 Enterprise Rent-A-Car Company of Rhode Island, LLC
 Enterprise Leasing Company of Phoenix, LLC
 Enterprise Leasing Company- Southeast, LLC
 Enterprise Leasing Company- West, LLC
 Enterprise Leasing Company- South Central, LLC
 PENRAC, LLC
 Enterprise Rent-A-Car Company of KY, LLC
 Enterprise Rent-A-Car Company - Midwest, LLC
 Enterprise RAC Company of Montana/Wyoming, LLC



enterprise
FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$_____ ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"
Signature: _____
Printed Name: _____
Title: _____
Date Signed: _____, _____

"CUSTOMER"
Signature: _____
Printed Name: _____
Title: _____
Date Signed: _____, _____

COMPANY OWNED VEHICLE SERVICE AGREEMENT

THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 20____, by and between Enterprise Fleet Management, Inc. ("EFM"), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below ("Company"). Each of EFM and the Company is a "Party," and collectively, the "Parties."

WITNESSETH:

WHEREAS, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the "Services," with each of the Services sometimes being individually referred to herein as a "Service") for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

WHEREAS, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

1. COVERED VEHICLES: Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a "Covered Vehicle," and collectively the "Covered Vehicles"), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company's subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a "Schedule," and collectively the "Schedules") to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.

2. TERM AND TERMINATION: The term of this Agreement (the "Term") for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.

3. ADDITIONAL DOCUMENTATION: Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.

4. COVERED VEHICLE FEE: EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a monthly fee, plus a one time set-up fee per Covered Vehicle.

5. PAYMENT TERMS: Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.

6. BILLING: All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.

7. ARIIOUS COSTS, EXPENSES, FEES, AND CHARGES. The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement.

Initials: EFM _____ Customer _____

8. LICENSE ADMINISTRATION PROGRAM:

Item 16.

(a) EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.

(b) Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.

(c) The services described in this Section are collectively referred to as the "License Administration Program."

9. MAINTENANCE PROGRAM: If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an authorization card (the "EFM Card") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed fifty dollars (\$50.00), the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding fifty dollars (\$50.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

(c) EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month.

(d) The services described in this Section are collectively referred to as the "Maintenance Program."

10. MAINTENANCE MANAGEMENT PROGRAM: If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

Item 16.

(a) EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

(c) EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed seventy five dollars (\$75.00), or such other amount as may be established by EFM, in its sole discretion, from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "Audited Invoices").

(d) Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty five dollars (\$125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "Administrative and Repair Fees"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a vehicle risk management agreement must be on file with EFM for the Company.

(e) The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.

(f) If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "Maintenance Management Program."

11. ODOMETER: Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.

12. INSURANCE: During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.

13. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

14. NOTICES: All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this

Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address. Item 16.

15. MISCELLANEOUS:

- (a) Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.
- (b) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- (c) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.
- (d) This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- (e) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- (f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.
- (g) Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.
- (h) The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.
- (i) Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.
- (j) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- (k) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

16. LIMITATION OF LIABILITY:

- (a) NONE OF EFM, ITS AGENTS, OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.
- (b) IN NO EVENT SHALL EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBITRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. INDEMNITY:

- (a) The Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and

assigns (collectively, the "Indemnified Parties" with each being an "Indemnified Party") from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company.

Item 16.

(b) In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party's prior consent, which consent shall not be unreasonably withheld.

(c) The provisions of this Section shall survive any expiration or termination of this Agreement.

18. SIGNATORY WARRANTY: Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she are is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

19. SCHEDULES, ADDENDA, AND EXHIBITS: All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part of this Agreement and deemed completely integrated herein.

20. POWER OF ATTORNEY: The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to the provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety. IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

21. REPRESENTATIONS AND WARRANTIES:

(a) The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.

(b) The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement.

(c) This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(d) The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.

(e) The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.

22. SURVIVAL: Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

Initials: EFM _____ Customer _____

371

IN WITNESS WHEREOF, EFM and the Company have executed this Agreement as of the day and year first above written.

Item 16.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Initials: EFM _____ Customer _____



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Effluent Reuse Agreement between the City of Manor and Shadowglen Golf, L.P.

BACKGROUND/SUMMARY:

In 2012, the City Council approved an Effluent Reuse Agreement with Shadowglen Golf for the use of 300,000 gallons per day of water being discharged from the city’s 1.2 MGD treatment plant. The proposed agreement increased the total number of gallons the golf course could take to 500,000 gallon per day. Currently, there are no other entities in the community that have requested the reuse of effluent water for their operations. With the city planning to expand the treatment plant to a 2.0 MGD facility in the near future, identifying an alternate use for the water has been a positive and sustainable reuse initiative supported by the state and federal agencies.

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

- Effluent Water Agreement
- Exhibit A –210 Reclaimed Water Authorization (02/2009)
- Exhibit B – Shadowglen Golf Course Delivery Point
- Exhibit C – Shadowglen Golf Course Maintenance Facility (2.2903 Acre Tract)
- Exhibit D – Wilbarger TCEQ Discharge Permit
- Exhibit E – License Agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the Effluent Reuse Agreement between the City of Manor and Shadowglen Golf, L.P.; and authorize the Mayor and City Manager to execute the agreements.

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

STATE OF TEXAS)
)
COUNTY OF TRAVIS) **EFFLUENT REUSE AGREEMENT**

THIS EFFLUENT REUSE AGREEMENT entered into this ____ day of _____, 20__ (the, "Agreement") by and between the City of Manor, Texas, a Texas home-rule municipal corporation (the, "City"), and Shadowglen Golf, L.P. a Delaware limited partnership ("SGG").

WITNESSETH:

WHEREAS, the City and SGG are parties to that certain Effluent Reuse Agreement on or around the 18th day of April, 2012 (the "First Agreement"); and

WHEREAS, the term of First Agreement expired on the 18th day of April, 2022, and by the terms of the First Agreement, renewed for a period of one year and set to expire of the 18th day of April, 2023; and

WHEREAS, the City and SGG desire to enter into a new effluent agreement with updated terms.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree to the following:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions. Unless otherwise provided or unless the context otherwise requires, the follow terms in this Agreement will have the respective meanings specified below:

Agreement: "*Agreement*" means this Effluent Reuse Agreement.

Chapter 210 Authorization: "*Chapter 210 Authorization*" means Authorization No. R12900001 granted by the Commission to the City for disposal of Effluent on portions of the Golf Course Tract, a copy of which is attached as **Exhibit "A"** and incorporated herein for all purposes, as amended from time to time.

Commission: "*Commission*" means the Texas Commission on Environmental Quality or its successors.

Delivery Point: "*Delivery Point*" means the point of delivery where the City will deliver Effluent to SGG pursuant to this Agreement. The location of the Delivery Point is generally identified on **Exhibit "B"** attached hereto and incorporated herein by reference. The final location will be based on the approved construction plans for the Irrigation Water Transportation and Storage Facilities.

Effluent: "*Effluent*" means treated wastewater effluent from the Wastewater Treatment Plant operated by the City and disposed of by discharge, in accordance

with the Waste Discharge Permit and the rules of the Commission.

Golf Course: "Golf Course" means the golf course and related improvements constructed within the Golf Course Tract.

Golf Course Irrigation System: "Golf Course Irrigation System" means the controls, pumps, force mains, pipes, sprinkler heads, and other facilities used for the disposal of Effluent within the Golf Course Tract.

Golf Course Tract: "Golf Course Tract" means that certain real property consisting of Lots 1, 2, 3, & 4 of Shadowglen Golf Course, a subdivision in Travis County, Texas, recorded under document number 200300186 and a 2.2903 acre lot for the golf course maintenance facility, further described on **Exhibit "C"** attached hereto and incorporated herein by reference.

Irrigation Water: "Irrigation Water" means Effluent delivered by the City to SGG at the Delivery Point for irrigation of the Golf Course Tract.

Irrigation Water Rate: "Irrigation Water Rate" means the rate from time to time established and charged by the City for Irrigation Water under the terms and provisions and subject to the limitations set out in Section 6.2 of this Agreement.

Irrigation Water Transportation and Storage Facilities: "Irrigation Water Transportation and Storage Facilities" means gravity sewer lines, manholes, lift stations, force mains, meters, effluent holding tanks or ponds, and other facilities and appurtenances constructed, maintained, and used by SGG to convey Irrigation Water from the Delivery Point or to store Irrigation Water after delivery to the Delivery Point, including any future extensions or additions to such facilities.

Market Rate: "Market Rate" means the rate from time to time established and charged by the City for Effluent as amended and published in the City of Manor's Ordinances

Meter: "Meter" refers to the meter owned, operated and maintained by SGG, at the location approved by the City, for the sole purpose of measuring the amount of Wastewater Treatment Plant Effluent taken at the Delivery Point.

Party or Parties: The City and SGG are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

Plant Site: "Plant Site" means the approximately 13.610 acre tract of land owned by the City where the Wastewater Treatment Plant is located.

SGG: "SGG" means ShadowGlen Golf, L.P., a Texas limited partnership, its successors and assigns.

Suit: "Suit" means the lawsuit SGG and Golf Works, Inc., filed suit against the City and certain other parties in Travis County (Texas) District Court numbered D-1-GN-08-0044680.

Waste Discharge Permit: "Waste Discharge Permit" means Waste Discharge Permit No. WQ0012900001 issued by the Commission authorizing the discharge of treated wastewater effluent, a copy of which is attached as **Exhibit "D"** and incorporated herein for all purposes, as amended from time to time.

Wastewater Treatment Plant: "Wastewater Treatment Plant" means the Wilbarger Creek Wastewater Treatment Facility owned by the City located at 547 Llano St., Manor, Travis County, Texas 78653, as expanded from time to time by the City and that is subject to the Waste Discharge Permit.

City System: "City System" means the water and wastewater system owned

by the City and any expansions, improvements, enlargements, additions and replacements thereto (including the Wastewater Treatment Plant).

ARTICLE II SUPPLY OF IRRIGATION WATER

Section 2.1. Supply of Irrigation Water for Golf Course Operations.

(a) Subject to the terms of this Agreement, the Waste Discharge Permit, and the Chapter 210 Authorization, the City will make available to SGG at the Delivery Point Wastewater Treatment Plant's Effluent as a supply of Irrigation Water solely for irrigation of the Golf Course Tract, provided, however, the City will have no obligation to make available a supply of Irrigation Water in excess of 500,000 gallons of Irrigation Water per day, or more than 182,500,000 gallons per year.

If the City has an available supply of Irrigation Water in excess of 500,000 gallons per day SGG will have the right to purchase the excess Irrigation Water at the City of Manor's Market Rate as set by City Ordinance. In the event that SGG exceeds the allowable 500,000 gallons of Irrigation Water on a given day and provided the City has Irrigation Water available, the City will not penalize SGG or charge Manor's Market Rate during the Initial Term. The City's obligation to deliver Irrigation Water to SGG hereunder will be subject to: (i) the volume of Effluent from the Wastewater Treatment Plant available at any given time; (ii) the water quality limitations and other requirements set forth in the Waste Discharge Permit; (iii) all provisions and limitations set forth in the Chapter 210 Authorization; and (iv) caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of the City.

Without limiting the foregoing, the City will not be obligated to deliver Irrigation Water at the Delivery Point when: (1) the Irrigation Water does not meet the quality requirements established in the Waste Discharge Permit or the Chapter 210 Authorization, (2) during any period of time in which the facilities constructed by SGG are not properly operational in full compliance with this Agreement and all applicable regulatory requirements, or (3) if SGG misuses Irrigation Water, it is understood and agreed by SGG that, in such circumstances, the City will have the absolute and unconditional right to suspend delivery of the Irrigation Water to SGG at the Delivery Point until the violation is resolved; provided that if SGG does not cure the violation within thirty days of written notice from the City, the City may terminate this Agreement. As a condition precedent to the delivery of any Irrigation Water to SGG by the City pursuant to the terms of this Agreement, SGG and Golf Works, Inc. shall execute a Release and Indemnification Agreement and a Motion for Partial Nonsuit as provided in that certain Agreement for Temporary Water Service between the Parties and shall dismiss the Suit against the City.

(b) SGG acknowledges and agrees that any Irrigation Water not taken by SGG at the Delivery Point at the time it is available will be discharged to Wilbarger Creek and no longer available for use by SGG or otherwise utilized

at the sole discretion of the City.

(c) If the City does not deliver Irrigation Water at the Delivery Point and SGG is in compliance with the Agreement, upon reasonable request by SGG the City agrees to cooperate with SGG in its effort to obtain alternative or a supplemental source of Effluent to serve the Golf Course Tract.

ARTICLE III DISPOSAL OF IRRIGATION WATER

Section 3.1. Disposal of Irrigation Water.

- (a) SGG may not take Irrigation Water under this Agreement unless it is and remains compliant with all applicable requirements of the Chapter 210 Authorization and this Agreement.
- (b) Subject to the limitations set forth in this Agreement, SGG agrees to dispose of and use the Effluent delivered by the City and taken by SGG at the Delivery Point strictly in accordance and in full compliance with the Waste Discharge Permit, the Chapter 210 Authorization, and all other applicable regulatory requirements. SGG will be solely responsible for compliance with and will comply with all of the requirements applicable to the provider and the User under the Chapter 210 Authorization. The City will be solely responsible for compliance with and will comply with all of the requirements applicable to, the producer under the Chapter 210 Authorization.
- (c) SGG use of the Irrigation Water is limited to the Golf Course, the Golf Course Irrigation System, and the Golf Course Tract.

ARTICLE IV REGULATORY MATTERS

Section 4.1. Ownership of Irrigation Water.

(a) The City will be the sole owner of and have exclusive dominion and control over the Irrigation Water until the Irrigation Water reaches the Delivery Point.

(b) Title to, exclusive dominion and control over, and responsibility for the Irrigation Water will pass from the City to SGG upon the delivery to the Delivery Point, at which time SGG will be solely responsible for the Irrigation Water. Notwithstanding any provision herein to the contrary,

however, SGG covenants and agrees that it will not sell the Irrigation Water to third parties, affiliates, or related entities, or otherwise dispose or use the Irrigation Water in a manner not expressly authorized under this Agreement, the Waste Discharge Permit, and the Chapter 210 Authorization.

Section 4.2. Regulation and Future Modifications. SGG will cooperate with the City as may be reasonably requested by the City to assure compliance with all of the City's obligations under the Chapter 210 Authorization and the Waste Discharge Permit, and in connection with any amendments or modifications to the Chapter 210 Authorization and the Waste Discharge Permit that the City may, from time to time, deem necessary or appropriate.

Section 4.3. Authorizations. The City has already received discharge authorization to provide Effluent to the Golf Course Tract.

ARTICLE IV OPERATIONS

Section 5.1. SGG Responsibilities.

SGG will be solely responsible for designing, constructing, operating, maintaining in good working order, and all costs and expenses related thereto, the Irrigation Water Transportation and Storage Facilities and the Golf Course Irrigation System in strict and full compliance with the construction plans approved by the City, the Waste Discharge Permit, and the Chapter 210 Authorization. SGG is also solely responsible for making all needed repairs, replacements, additions, and improvements, as may at any time be required, to ensure full compliance with the Waste Discharge Permit and the Chapter 210 Authorization. Relocations of the meter (the, "Meter") and construction plans for any repairs, replacements, additions, and improvements must be approved by the City

(a) SGG will be responsible for establishing and maintaining its own electrical service to operate the Irrigation Water Transportation and Storage Facilities within or near the Plant Site, and such service must be by separate meter and account in SGG's name.

(b) SGG will submit written monthly reports to the City regarding its activities under this Agreement, including, without limitation, the operation of the Irrigation Water Transportation and Storage Facilities, the

amount of Irrigation Water taken at the Delivery Point, and any other information or data required to be submitted to the Commission under the Chapter 210 Authorization or requested by the City or City's utility operator. SGG will also submit copies of any documents or data that are required to be created, maintained, or kept on file under the Chapter 210 Authorization within ten days of creation or modification of the document or data.

(c) SGG will maintain the fill line for the Irrigation Water storage facilities at the Delivery Point and will keep it free from obstructions at all times. SGG will secure the facilities located adjacent to the Point of Delivery either by a fence or a secure lockbox, provided that the City shall have access to such facilities for the purpose of reading the Meter.

(d) SGG will own, operate and maintain the Meter. The Meter shall be tested for accuracy by, and at the expense of, SGG, at least once each calendar year at intervals of approximately every twelve (12) months, and a report of such test shall be furnished to the City within thirty (30) days after completion of the test. SGG shall give the City notice of the Meter test at least two (2) weeks in advance and allow the City to witness the test. Upon request by SGG, the City agrees to provide SGG copies of the City's records/logs for the dates requested by SGG, detailing the Wastewater Treatment Plant's discharge to allow SGG to evaluate the reading of the Meter. In addition, the Meter may be tested and calibrated at any other reasonable time by either Party to this Agreement, provided that the Party making the test or calibration shall notify the other Party in writing at least two (2) weeks in advance and allow the other Party to witness the calibration. The expense of such additional test or calibration shall be borne by the Party requesting the test if the Meter is found to be within American Water Works Association (AWWA) standards for the type and size of meter and by SGG if the Meter is found to not be within American Water Works Association (AWWA) standards for the type and size of meter.

If, as a result of any test, the Meter is found to be registering inaccurately (in excess of American Water Works Association (AWWA) standards for the type and size of meter), the readings of the Meter shall be corrected at the rate of their inaccuracy for any period which is definitely known or agreed upon or, if no such period is known or agreed upon, the shorter of:

- (i) a period extending back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or

- (ii) a period extending back one half of the time elapsed since the last previous test; and the records of the readings, and of all payments which have been made on the basis of such readings, shall be adjusted accordingly. Nothing in this Agreement shall prevent the City from installing a meter or meters at or in the vicinity of the SGG Meter to check the accuracy of SGG's Meter.

ARTICLE VI RATES AND CHARGES

Section 6.1. Connection Fee. Provided that SGG is not in default hereunder, during the Initial Term as defined in Section 9.1, the City will not charge any connection fees, capital recovery fees, or impact fees of any kind for the provision of Irrigation Water under this Agreement.

Section 6.2. Rates for Service. During the Initial Term, the Irrigation Water Rate will be \$0.00 per 1,000 gallons of Irrigation Water, as measured at the Delivery Point. After the Initial Term, the Irrigation Water rate shall be the Market Rate, and payment for Irrigation Water, if applicable, must be made in accordance with the same timeframes, terms, and conditions set forth in the City's schedule of rates for its utility system as provided in City Ordinances, except as modified by this Agreement. SGG may not charge, directly or indirectly, the City any fee, charge, cost, or expense under this Agreement.

ARTICLE VII

IRRIGATION WATER TRANSPORTATION AND STORAGE FACILITIES

Section 7.1. Construction of Irrigation Water Transportation and Storage Facilities.

(a) SGG is solely responsible for the design and construction of the Irrigation Water Transportation and Storage Facilities in accordance with the Chapter 210 Authorization. SGG represents and warrants that the Irrigation Water Transportation and Storage Facilities and all related facilities and appurtenances, have been designed by a duly licensed and qualified engineer, licensed to practice engineering in the State of Texas selected by SGG and have been approved by the City (the "Project").

Engineer"), and all other regulatory bodies with jurisdiction. The design and all plans and specifications for any future repair, modification, expansion, or improvement will be subject to the approval of the City in its sole discretion and all governmental agencies with jurisdiction, including, without limitation, the Commission and Travis County, as applicable. SGG must promptly pay the costs of the Irrigation Water Transportation and Storage Facilities as they become due, including, without limitation, all costs of design, engineering, materials, labor, construction and inspection arising in connection with the Irrigation Water Transportation and Storage Facilities; all payments arising under any contracts entered into for the construction, replacement, or maintenance of the Irrigation Water Transportation and Storage Facilities; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction, replacement, or maintenance of the Irrigation Water Transportation and Storage Facilities; and all out-of-pocket expenses incurred in connection with the construction, replacement or maintenance of the Irrigation Water Transportation and Storage Facilities. The City will not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction, replacement, or maintenance of the Irrigation Water Transportation and Storage Facilities. SGG represents and warrants that all Irrigation Water Transportation and Storage Facilities were completed in full compliance with the terms of this Agreement and all applicable legal and regulatory requirements by December 31, 2012.

(b) All improvements and facilities constructed by or on behalf of SGG under this Agreement will be constructed in a good and workmanlike manner, and all materials used in the construction must be free from defects and fit for their intended use. Upon completion of construction, SGG provided the City with (i) final, "record" drawings approved by the Project Engineer; and (ii) a certificate of completion from the Project Engineer certifying that the construction of such improvements and facilities have been completed in accordance with the plans and specifications approved by the City. SGG will be responsible for the correction of any construction or engineering defects (1) identified during construction, (2) discovered subsequently by the City or SGG, and/or (3) required by the Commission, regardless of whether or not they occur within any applicable warranty period. If, after fourteen days written notice from the City to SGG, SGG fails to begin work to make any repairs or modifications to the Irrigation Water Transportation and Storage Facilities to correct any construction or engineering defects, then the City will have the right, but not the obligation, to make any necessary repairs or modifications to the Irrigation Water

Transportation and Storage Facilities constructed, and SGG will, upon demand, pay the City for the City's reasonable costs in correcting any defect or satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees, or court costs.

(c) SGG is not and will not be construed as the City's agent in contracting for any improvements or work hereunder, and will have no authority to pledge, mortgage, hypothecate, or otherwise encumber any interest in the Wastewater Treatment Plant, the Plant Site, or any other property of the City. SGG will indemnify and hold harmless the City from and against any and all mechanics', materialmen's, or other liens or claims (and all reasonable costs and expenses associated therewith) arising out of any such work. SGG will not create or permit to be created or remain, and will discharge, at SGG's sole cost and expense, any and all liens, encumbrances, or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's, or similar lien which might become a lien, encumbrance, or charge upon the Wastewater Treatment Plant, or any other property of the City, or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of SGG. If any such liens, encumbrances, or charges are at any time filed against the Wastewater Treatment Plant, or any other property of the City, by reason of work or services performed or material furnished by or at the direction of SGG, SGG will, within 30 days after the filing thereof, cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. In addition, SGG will not bring or allow to be brought any hazardous materials upon any portion of the Wastewater Treatment Plant, or other property of Grantor.

Section 7.2. Easements/License Agreements.

(a) License Agreements. If the City requires SGG to access property or improvements located within the City's Outfall Easement dated January 31, 2003 between the City and Cottonwood Holdings, Ltd., Document No. 2003023718, the City will execute a license agreement with SGG in a form acceptable to the City. The Parties will execute the license agreement attached hereto as **Exhibit "E"** granting SGG the right to use the TXDOT bore under the terms and conditions set forth therein (the "License Agreement") at the time they execute this Agreement.

(b) Easements and Other Rights and Approvals for Off-Site Transmission Facilities. SGG is solely responsible for the acquisition of any

easements, other real property rights, and other approvals needed for the construction, maintenance, improvement, or replacement of the transmission line and other facilities that will convey Irrigation Water from the Delivery Point to the Golf Course Tract and any facilities necessary for the storage of Irrigation Water before disposal by irrigation.

ARTICLE VIII REMEDIES

(a) **Default by SGG.** If SGG defaults or breaches any of its representations or covenants hereunder, the City may in its sole discretion:

(i) Terminate this Agreement without thereby incurring any liability to SGG; provided SGG has failed to cure the default or breach within thirty days of written notice from the City;

(ii) Pursue all legal or equitable remedies, including, without limitation, enforcement of specific performance; and

(iii) Recover from SGG all reasonable expenses incurred in pursuing its legal rights hereunder, including reasonable attorneys' fees, costs, and expenses.

(b) **Default by the City.** If the City defaults or breaches any of its representations or covenants hereunder, SGG may in its sole discretion:

(i) Seek a writ of mandamus from a court of competent jurisdiction compelling and requiring the City to observe and perform its obligations under this Agreement;

(ii) Pursue all legal or equitable remedies, including, without limitation, enforcement of specific performance; and

(iii) Recover from the City all reasonable expenses incurred in pursuing its legal rights hereunder, including reasonable attorneys' fees, costs, and expenses.

Section 8.2. INDEMNIFICATION. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SGG AGREES TO WHOLLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES,

CONSULTANTS, AND AGENTS FROM ALL CLAIMS, LOSSES, EXPENSES, FINES, DAMAGES, AND LIABILITIES, INCLUDING REASONABLE COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES (COLLECTIVELY, "LOSSES"), ARISING FROM OR RELATING TO SGG'S FAILURE TO PERFORM UNDER THIS AGREEMENT, OR ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF SGG, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, INCLUDING LOSSES ARISING OUT OF OR RELATING TO DAMAGE TO PROPERTY, INJURY TO OR DEATH OF PERSONS (INCLUDING THE PROPERTY AND PERSONS OF THE PARTIES AND THEIR AGENTS, SERVANTS, CONTRACTORS AND EMPLOYEES), LOSS OF USE OF PROPERTY, LOSS OF REVENUE, ECONOMIC OR OTHER LOSSES; AND NON-COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS. THE OBLIGATIONS IN THIS PARAGRAPH APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENT OR GROSS NEGLIGENT ACTS OR OMISSIONS OR OTHER FAULT OF THE CITY CAUSED THE LOSS IN WHOLE OR IN PART. THESE OBLIGATIONS INCLUDE WITHOUT LIMITATION, CLAIMS BY SGG'S EMPLOYEES AGAINST THE CITY AND SGG'S FAILURE TO PAY CONTRACTORS OR AMOUNTS DUE FOR UTILITIES.

Section 8.3. NO REPRESENTATIONS OR WARRANTIES. SGG HEREBY EXPRESSLY ASSUMES ALL RISK AND PERILS ASSOCIATED WITH THIS AGREEMENT AND THE USE OF THE EFFLUENT AS PERMITTED HEREIN. THE CITY WILL HAVE NO RESPONSIBILITY, LIABILITY, OR OBLIGATION WITH RESPECT TO ANY PROPERTY OR ACTIVITY OF SGG, IT BEING ACKNOWLEDGED AND UNDERSTOOD BY SGG THAT THE SAFETY AND SECURITY OF ANY SUCH PROPERTY AND ACTIVITIES ARE THE SOLE RESPONSIBILITY AND RISK OF SGG. THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE PLANT SITE, OR THE EFFLUENT, INCLUDING BUT NOT LIMITED TO, THE FITNESS FOR ANY USE BY SGG, AND THE QUALITY OF THE EFFLUENT, WITH ANY APPLICABLE LAW, OR THE COMPLIANCE OF THE CONSTRUCTION OF ANY IMPROVEMENTS ON THE PLANT SITE WITH ANY APPLICABLE LAWS, RULES, REGULATIONS, AND

RESTRICTIONS. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Section 8.4. SGG, AND SGG ON BEHALF OF ITS SUCCESSORS (IF PERMITTED), GUESTS, INVITEES, EMPLOYEES, CONTRACTORS, AND AGENTS, HEREBY RELEASE THE CITY AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO USE OF THE EFFLUENT GRANTED HEREUNDER BUT NOT FROM ANY CLAIMS FOR THE CITY'S DEFAULTS OR BREACHES OF ANY OF ITS REPRESENTATIONS OR COVENANTS UNDER THIS AGREEMENT. THIS PROVISION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE IX GENERAL

Section 9.1. Term. Unless terminated by mutual agreement of the Parties or as otherwise permitted herein, this Agreement will continue in force and effect for a period of 5 years (the "Initial Term"), and may thereafter be renewed in writing by mutual agreement of the Parties for two additional five year terms, each additional renewal requiring the written agreement of the Parties.

Section 9.2. Waiver. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, will not be construed as a waiver or relinquishment of_ the future performance of any such terms, covenant, or condition or relinquishment of the future performance of any such term, covenant, or condition by the other party, but the obligation of such party with respect to such future performance will continue to be in full force and effect.

Section 9.3. Modification. This Agreement may be changed or modified only with the mutual written consent of the Parties.

Section 9.4. Captions. The captions appearing at the first of each section or paragraph in this Agreement are included solely for convenience and may not be considered or given any effect in construing this Agreement.

Section 9.5. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement is ever be held

by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected that holding.

Section 9.6. Addresses and Notice.

- (a) Notices shall be mailed to the addresses designated and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

To the City
City of Manor, Texas

To SGG:

Attn: City Manager

105 E. Eggleston St.

Manor, TX 78653

With a copy to:

The Knight Law Firm, LLP

Attn: Paige Saenz

223 W. Anderson Ln.

Ste. A-105

Austin, TX 78752

- (b) All notices will be deemed to have been given on the date of mailing or sending of such notice. Any Party may change its address by providing at least five days' prior written notice to the other Party.

Section 9.7. Assignability.

- (a) None of SSG's rights or obligations under this Agreement may be assigned (including by operation of law) to any person or entity without the prior written agreement of the City. Each owner of the Golf Course and

Golf Course Tract will during its period of ownership, enjoy SGG's rights under this Agreement and be responsible for SGG's obligations under this Agreement. Neither SGG nor any future owner of the Golf Course and Golf Course Tract will be liable or responsible for any obligations arising under this Agreement that relate to periods of time other than when it owns the Golf Course and Golf Course Tract.

(b) The City's rights and obligations under this Agreement will automatically transfer to all future owners of the City's System. Each owner of the City's System will, during its period of ownership, enjoy the City's rights under this Agreement and be responsible for the City's obligations under this Agreement. Neither the City nor any future owner of the City's System will be liable or responsible for any obligations arising under this Agreement that relate to periods of time other than when it owns the City's System.

Section 9.8. Lender Protection and Acknowledgment. SGG agrees to obtain from any lender with a lien on or security interest in the property affected by this Agreement an appropriate acknowledgment of the City's rights hereunder.

Section 9.9. Extent of Agreement. This Agreement may be amended only by written instrument signed by the Parties. Nothing contained in this Agreement is intended to or will be construed to benefit any third party.

Section 9.10. Entirety of the Agreement. This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter.

Section 9.11. Counterpart. This Agreement may be signed in multiple counterpart originals.

Section 9.12. Choice of law. This Contract is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Travis County, Texas.

Section 9.13. Counterparts. This Contract may be executed in two or more counterparts, each of which will be deemed and original, but all of which together constitute one and the same instrument.

Section 9.14. Statutory Verifications.

- (a) To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, SGG represents that neither SGG nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of SGG (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- (b) To the extent this Contract constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, SGG represents that SG nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of SG is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- (c) SG hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- (d) SG hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Contract. The foregoing verification is made solely

to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- (e) Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to SG hereunder, SG shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicated by their duly authorized this ____ day of _____, 20____.

THE CITY OF MANOR, TEXAS.

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

SHADOWGLEN GOLF, LP
a Delaware limited partnership

BY: _____

NAME: _____

TITLE: _____

EXHIBIT A
(SEE ATTACHED)

EXHIBIT B
(SEE ATTACHED)

EXHIBIT C
(SEE ATTACHED)

EXHIBIT D
(SEE ATTACHED)

**EXHIBIT E
(SEE ATTACHED**

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 11, 2009

Mr. Phil Tate
City Manager of Manor
P.O. Box 387
Manor, Texas 78653-0387

Re: City of Manor Reclaimed Water Authorization
Authorization No. R12900001
Travis County

Dear Mr. Tate:

This letter is a correction to the cover letter for the authorization issued February 5, 2009. The reclaimed water use authorization was not in error, but there was an error in the cover letter. The cover letter referenced the need for certification of the reclaimed water storage pond. That issue had been resolved and the certification submitted before the authorization was issued.

I apologize for any inconvenience this error may have caused. If you have any questions, please contact Sherry Smith of my staff at (512) 239-0571.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Linendoll", written in a cursive style.

Chris Linendoll, Manager
Wastewater Permitting Section
Water Quality Division

CL/ms

cc: Mr. Frank T. Phelan, P.E., Jay Engineering Co., Inc., P.O. Box 1220, Leander, Texas
78646



Authorization No. R12900001

AUTHORIZATION FOR RECLAIMED WATER

Producer: City of Manor
P.O. Box 387
Manor, Texas 78653-0387

Provider: City of Manor
P.O. Box 387
Manor, Texas 78653-0387

Users: Shadowglen Development Corp.
9900 Highway 290 East
Manor, Texas 78653

Cottonwood Holdings, Ltd.
9900 Highway 290 East
Manor, Texas 78653

Location: The City of Manor's (City) Wilbarger Wastewater Treatment Plant is located immediately west of Llano Street (formerly named New Sweden Road) and approximately 0.25 mile south of U.S. Highway 290 in Travis County, Texas

Authorization: Type II reclaimed water from the City's Wilbarger Wastewater Treatment Plant (TPDES Permit No. WQ0012900001) to be used for irrigation of Shadowglen Golf Course. The service area boundaries are shown in Attachment A.

This authorization contains the conditions that apply for the uses of the reclaimed water. The approval of a reclaimed water use project under Chapter 210 does not affect any existing water rights. If applicable, a reclaimed water use authorization in no way affects the need of a producer, provider and/or user to obtain a separate water right authorization from the commission.

This action is taken under authority delegated by the Executive Director of the Texas Commission on Environmental Quality.

Issued Date: February 5, 2009


Mark Vickery, Executive Director

The authorization is subject to the following requirements:

I. General Requirements

- (a) No producer or provider may begin transferring reclaimed water to a user without first notifying the commission.
- (b) Reuse of untreated wastewater is prohibited.
- (c) Food crops that may be consumed raw by humans must not be spray irrigated. Food crops including orchard crops that will be substantially processed prior to human consumption may be spray irrigated. Other types of irrigation that avoid contact of reclaimed water with edible portions of food crops are acceptable.
- (d) There must be no nuisance conditions resulting from the distribution, the use, and/or storage of reclaimed water.
- (e) Reclaimed water must not be used in a way that degrades groundwater quality to a degree adversely affecting its actual or potential uses.
- (f) Reclaimed water stored in ponds must be prevented from discharging into waters in the state, except for discharges directly resulting from rainfall events, in accordance with a permit issued by the commission, or as authorized under the City's wastewater treatment facility (TPDES No. WQ0012900001). All other discharges are unauthorized. If any unauthorized overflow of a holding pond occurs causing discharge into or adjacent to waters in the state, the user or provider, as appropriate, shall report any noncompliance. A written submission of such information must be provided to the TCEQ Region 11 office in Austin and to the TCEQ Enforcement Division (MC-149) in Austin, within five (5) working days after becoming aware of the overflow. The written submission must contain a description of the noncompliance and its cause; the potential danger to human health, safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and, steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
- (g) Unless otherwise provided in this authorization, there must be no off-site discharge, either airborne or surface runoff, of reclaimed water from the user's property except to a wastewater treatment system or wastewater treatment collection system unless the reclaimed water user applies for and obtains a permit from the commission that authorizes discharge of the water.
- (h) All new reclaimed water piping must be separated from potable water piping when trenched by a distance of at least nine feet. All new exposed piping, hose bibs and faucets must be painted purple and designed to prevent connection to a standard water hose. All piping must be stenciled with a warning reading "**NON-POTABLE WATER.**"
- (i) The design of any new distribution system that will convey reclaimed water to a user must require the approval of the executive director. Materials must be submitted to the executive director in accordance with the Texas Engineering Practice Act (Article 3271a, Vernon's Anno-

tated Texas Statutes). The plans and specifications for any new distribution system constructed pursuant to this authorization must be approved pursuant to state law, and failure to secure approval before commencing construction of such works or making a transfer of reclaimed water is a violation of this authorization. Each day of a transfer is an additional violation until approval has been secured.

- (j) Nothing in this authorization modifies any requirements of the found in 30 TAC Chapter 290, *Public Drinking Water*.
- (k) A major change from a prior notification for use of reclaimed water must be approved by the executive director before it can be implemented. A major change includes:
 - (1) a change in the boundary of the approved service area not including the conversion of individual lots within a subdivision to reclaimed water use;
 - (2) the addition of a new producer;
 - (3) a major change in the intended use, such as conversion from irrigation of a golf course to residential irrigation; or
 - (4) a change from either Type I or Type II use to the other.
- (l) The reclaimed water producer, provider, and user shall maintain a current operation and maintenance plan on the sites over which they have operational control. The operation and maintenance plan must contain the following, as a minimum:
 - (1) a copy of the signed contract between the user and provider and/or a copy of the signed contract between the provider and the producer;
 - (2) a labeling and separation plan for the prevention of cross connections between reclaimed water distribution lines and potable water lines;
 - (3) the measures that will be implemented to prevent unauthorized access to reclaimed water facilities (e.g., secured valves);
 - (4) procedures for monitoring reclaimed water;
 - (5) a plan for how reclaimed water use will be scheduled to minimize the risk of inadvertent human exposure;
 - (6) schedules for routine maintenance;
 - (7) a plan for worker training and safety; and
 - (8) contingency plan for system failure or upsets.
- (m) One of the following requirements must be met by the user or provider, for any area where reclaimed water is stored or where there are hose bibs or faucets:

- (1) Signs having a minimum size of eight inches by eight inches must be posted at all storage areas and on all hose bibs and faucets reading, in both English and Spanish, "Reclaimed Water, Do Not Drink" or similar warning.
 - (2) The area must be secured to prevent access by the public.
- (n) Where a reclaimed water line parallels a sewer line, the reclaimed water line must be constructed in accordance with subsection (p) or (q) of this section. The horizontal separation distance must be three feet (outside to outside) with the reclaimed water line at the level of or above the sewer line. Reclaimed water lines that parallel sewer lines may be placed in the same benched trench. Where a reclaimed water line crosses a sewer line, the requirement of 30 TAC §290.44(e)(5)(B), *Location of Water Lines*, must be followed with the reclaimed water line substituted for the water line.
 - (o) Reclaimed water lines that transport reclaimed water under pressure must be sized according to acceptable engineering practices for the needs of the reclaimed water users. The provider shall prevent high velocity scouring and maintain adequate fluid velocity to prevent the deposition of solids in the lines. Pipe specified for reclaimed water force mains must have an expected life of at least as long as that of the associated lift station and must be suitable for the reclaimed water being pumped and operating pressure to which it will be subjected. All pipe must be identified in the technical specifications with appropriate American Society for Testing and Materials, American National Standard Institute, or American Water Works Association standard numbers for both quality control (dimensions, tolerance, and installation such as bedding or backfill). All pipes and fittings must have a minimum working pressure rating of 150 pounds per square inch. Final plans and specifications must describe required pressure testing for all installed reclaimed water force mains. Minimum test pressure must be 1.5 times the maximum design pressure. Allowable leakage rates must be determined as described in 30 TAC Chapter 217, *Pressure Sewer Systems*.
 - (p) Gravity flow reclaimed water lines must meet the requirements of 30 TAC Chapter 217, *The Design of Sewerage Systems*. The provider shall prevent high velocity scouring and maintain adequate fluid velocity to prevent the deposition of solids in the lines.
 - (q) All exposed piping and piping within a building must be either purple pipe or painted purple. All exposed piping should be stenciled in white with a warning reading "NON-POTABLE WATER." All exposed or buried reclaimed water piping constructed at a wastewater treatment facility is exempt from the color-coding requirement of this section.
 - (r) When applicable, in accordance with 30 TAC Chapter 217, *Design Criteria for Sewerage Systems*, the design of the distribution systems that will convey reclaimed water to a user must be submitted to the executive director and must receive an approval before the distribution system may be constructed. The design of the distribution systems must meet the criteria of 30 TAC Chapter 217, *Design Criteria for Sewerage Systems*. When a municipality is the plan review authority for certain sewer systems that transport primarily domestic waste, in lieu of the commission, design submittal will not be subject to submittal to the commission and instead must be approved by the municipality.

- (s) All ground level and elevated storage tanks must be designed, installed, and constructed in accordance with current AWWA standards with reference to materials to be used and construction practices to be followed, except for health-based standards strictly related to potable water storage and contact practices, where appropriately less restrictive standards may be applied.

II. Storage Requirements for Reclaimed Water

Outside the Edwards Aquifer Recharge Zone and the DRASTIC Zone

- (1) Any holding pond designed to contain Type I or Type II effluent must have a lining with a permeability of no more than 1×10^{-4} cm/sec and conform to the following requirements:
 - (A) The ponds must be designed and constructed to prevent groundwater contamination;
 - (B) Soils used for pond lining must be free from foreign material such as paper, brush, trees, and large rocks; and
 - (C) All soil liners must be of compacted material, at least 24 inches thick, compacted in lifts no greater than 6 inches thick and compacted to 95% of Standard Proctor Density. In-situ clay soils meeting the soils liner requirements must be excavated and re-compacted a minimum of 6 inches below planned grade to assure a uniformly compacted finished surface.
 - (D) Soil liners must meet the following particle size gradation and Atterburg limits:
 - (i) 30% or more passing a number 200 mesh sieve; and
 - (ii) a liquid limit of 30% or greater; and a plasticity index of 15 or greater and have a permeability less than or equal to 1×10^{-4} cm/sec;
 - (E) Synthetic membrane linings must have a minimum thickness of 40 mils with a leak detection system. In situ liners at least 24 inches thick meeting a permeability less than or equal to 1×10^{-4} cm/sec are acceptable alternatives;
 - (F) Certification by a Texas licensed professional engineer must be furnished that the pond lining meets the appropriate criteria prior to utilization of the facilities;
 - (G) Soil embankment walls must have a top width of at least five feet. The interior and exterior slopes of soil embankment walls must be no steeper than one foot vertical to three feet horizontal unless alternate methods of slope stabilization are utilized. All soil embankment walls must be protected by a

vegetative cover or other stabilizing material to prevent erosion. Erosion stops and water seals must be installed on all piping penetrating the embankments;

(H) An alternative method of pond lining that provides equivalent or better water quality protection than provided under this section may be utilized with the prior approval of the executive director; and

- (2) Reclaimed water may be stored in leak-proof, fabricated tanks.
- (3) Subsequent holding ponds utilized for the receipt and storage of reclaimed water of a quality that could cause or causes a violation of a surface water quality standard or impairment of groundwater for its actual or intended use will be also subject to the storage requirements of this section.

III. Specific Uses and Quality Standards for Reclaimed Water

- (a) Numerical parameter limits pertaining to specific reclaimed water use categories are contained in this section. These limits apply to reclaimed water before discharge to initial holding ponds or a reclaimed water distribution system.
- (b) The reclaimed water producer shall establish that the reclaimed water meets the quality limits at the sample point for the intended use in accordance with the monitoring requirements identified in Section IV, *Sampling and Analysis*.
- (c) During the period starting from the date of issuance and lasting through the completion of the construction of the pump station, the authorization is subjected to the following requirements:
 - (1) Type II Reclaimed Water Use. The type of use is that where the public would not come in contact with the reclaimed water. The use allowed by this authorization is irrigation.
 - (2) The following conditions apply to Type II use of reclaimed water. At a minimum, the reclaimed water producer shall transfer only reclaimed water of the following quality as described for Type II reclaimed water use. Type II reclaimed water on a 30-day average must have a quality of no more than:

CBOD ₅	15 mg/l (30-day daily average)
Fecal Coliform	200 CFU/100 ml (geometric mean)
Fecal Coliform	800 CFU/100 ml (single grab sample)

IV. Sampling and Analysis

- (a) The reclaimed water producer shall sample the reclaimed water prior to distribution to user to assure that the water quality is in accord with the intended contracted use.

- (b) Analytical methods must be in accord with those specified in 30 TAC Chapter 319, *Monitoring and Reporting*.
- (c) The minimum sampling and analysis frequency for Type II reclaimed water is once per week.
- (d) The monitoring must be done after the final treatment unit.
- (e) The records of the monitoring must be done on a monthly basis and be available at the facility site for inspection by representatives of the Commission for at least five years.

V. Record Keeping and Reporting

- (a) The reclaimed water provider and user shall maintain records on site for a period of at least five years.
 - (1) Records to be maintained by the provider include:
 - (A) copies of notifications made to the commission concerning reclaimed water projects;
 - (B) as applicable, copies of contracts made with each reclaimed water user (this requirement does not include reclaimed water users at residences that have separate distribution lines for potable water);
 - (C) records of volume of water delivered to each reclaimed water user per delivery (this requirement does not apply to reclaimed water users at residences that have separate distribution lines for potable water); and
 - (D) reclaimed water quality analyses.
 - (2) The reclaimed water provider or producer shall report to the commission on a monthly basis the following information on forms furnished by the executive director. Such reports are due to the commission by the 20th day of the month following the reporting period.
 - (A) volume of reclaimed water delivered to provider; and
 - (B) quality of reclaimed water delivered to a user or provider reported as a monthly average for each quality criteria except those listed as "not to exceed" that must be reported as individual analyses.
- (b) The provider shall provide written notice to the Water Quality Application Team (MC 148) and the appropriate TCEQ regional office at least thirty (30) days prior to transfer of reclaimed water.

VI. Transfer of Reclaimed Water

- (a) Reclaimed water transferred from a provider to a user must be done on a demand only basis. A reclaimed water user may refuse delivery of such water at any time.
- (b) All reclaimed water transferred to a user must be of at least the treatment quality specified in Section IV, *Sampling and Analysis*.
- (c) Transfer must be accomplished via pipes or tank trucks.
- (d) The transfer of reclaimed water must be terminated immediately if a provider becomes aware of the misuse of the reclaimed water by the user, regardless of contract provisions.

VII. General Prohibitions

Storage facilities for retaining reclaimed water prior to use must not be located within a floodway and must be protected from a 100-year flood.

IX. Restrictions

This authorization does not convey any property right and does not grant any exclusive privilege.

X. Responsibilities and Contracts

- (a) The producer of reclaimed water will not be liable for misapplication of reclaimed water by users, except as provided in this section. Both the reclaimed water provider and user have, but are not limited to, the following responsibilities:
 - (1) The reclaimed water producer shall:
 - (A) transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user for the specified use;
 - (B) sample and analyze the reclaimed water and report such analyses in accordance with Section IV, *Sampling and Analysis*, and Section V, *Record keeping and Reporting*; and
 - (C) notify the executive director in writing within five (5) days after obtaining knowledge of reclaimed water use not authorized by the executive director's reclaimed water use approval.
 - (2) The reclaimed water provider shall:

- (A) assure construction of reclaimed water distribution lines/systems in accordance with 30 TAC Chapter 217, *Design of Sewerage Systems*, and in accordance with approved plans and specifications;
 - (B) transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user for the specified use;
 - (C) notify the executive director in writing within five (5) days after obtaining knowledge of reclaimed water use not authorized by the executive director's reclaimed water use approval; and
 - (D) not be found in violation of this chapter for the misuse of the reclaimed water by the user if transfer of such water is shut off promptly upon knowledge of misuse regardless of contract provisions.
- (3) The reclaimed water user shall:
- (A) use the reclaimed water in accordance with this authorization; and
 - (B) maintain and provide records as required by Section III, *Record Keeping and Reporting*.

XI. Enforcement

If the producer, provider and/or user fail to comply with the terms of this authorization, the executive director may take enforcement action provided by the Texas Water Code §26.019 and §26.136.

XII. Standard Provisions

- (a) This authorization is granted in accordance with the rules and orders of the commission and the laws of the state of Texas.
- (b) Acceptance of this authorization constitutes an acknowledgment and agreement that the provider and user will comply with all the terms, provisions, conditions, limitations and restrictions embodied in this authorization and with the rules and other orders of the commission and the laws of the state of Texas. Agreement is a condition precedent to the granting of this authorization.

City of Manor
Reclaimed Water Authorization
No. R12900001
Page 10

Attachment A
Service Area Map

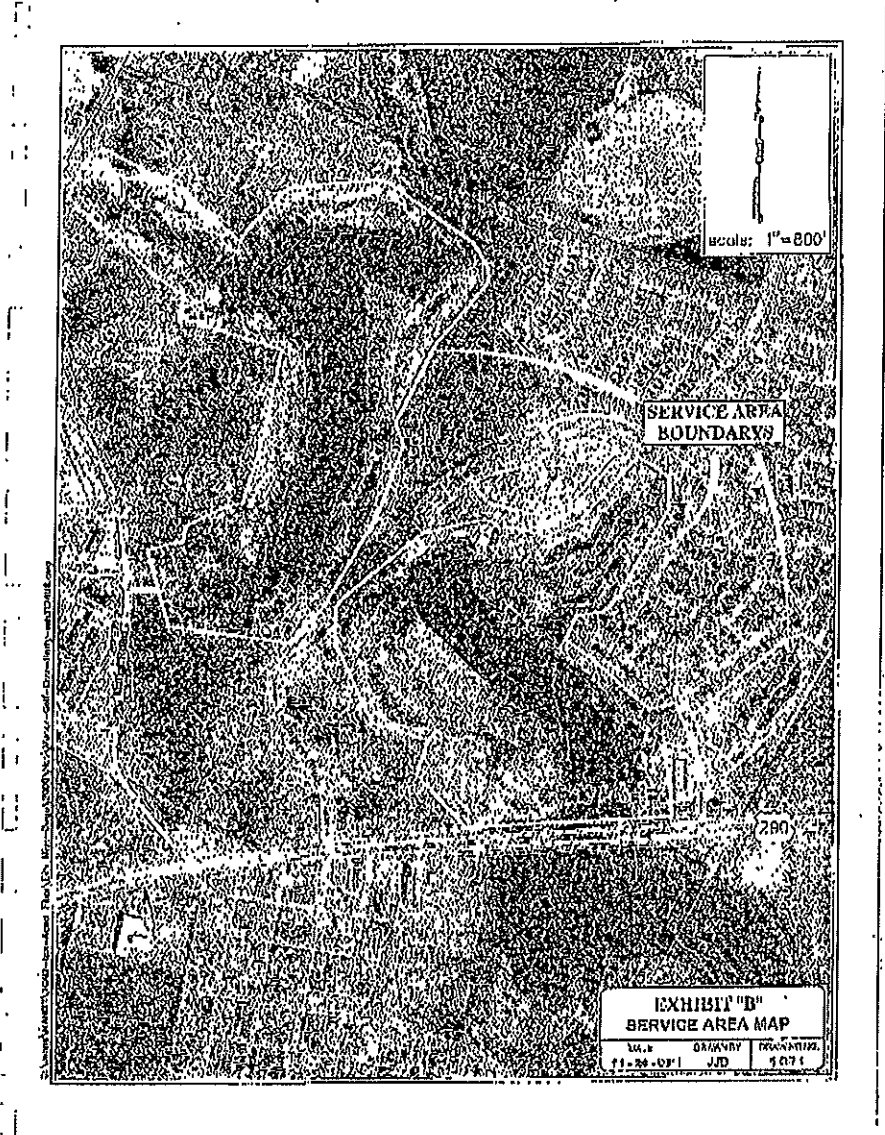
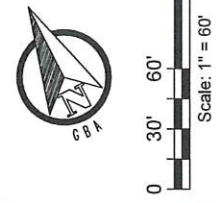
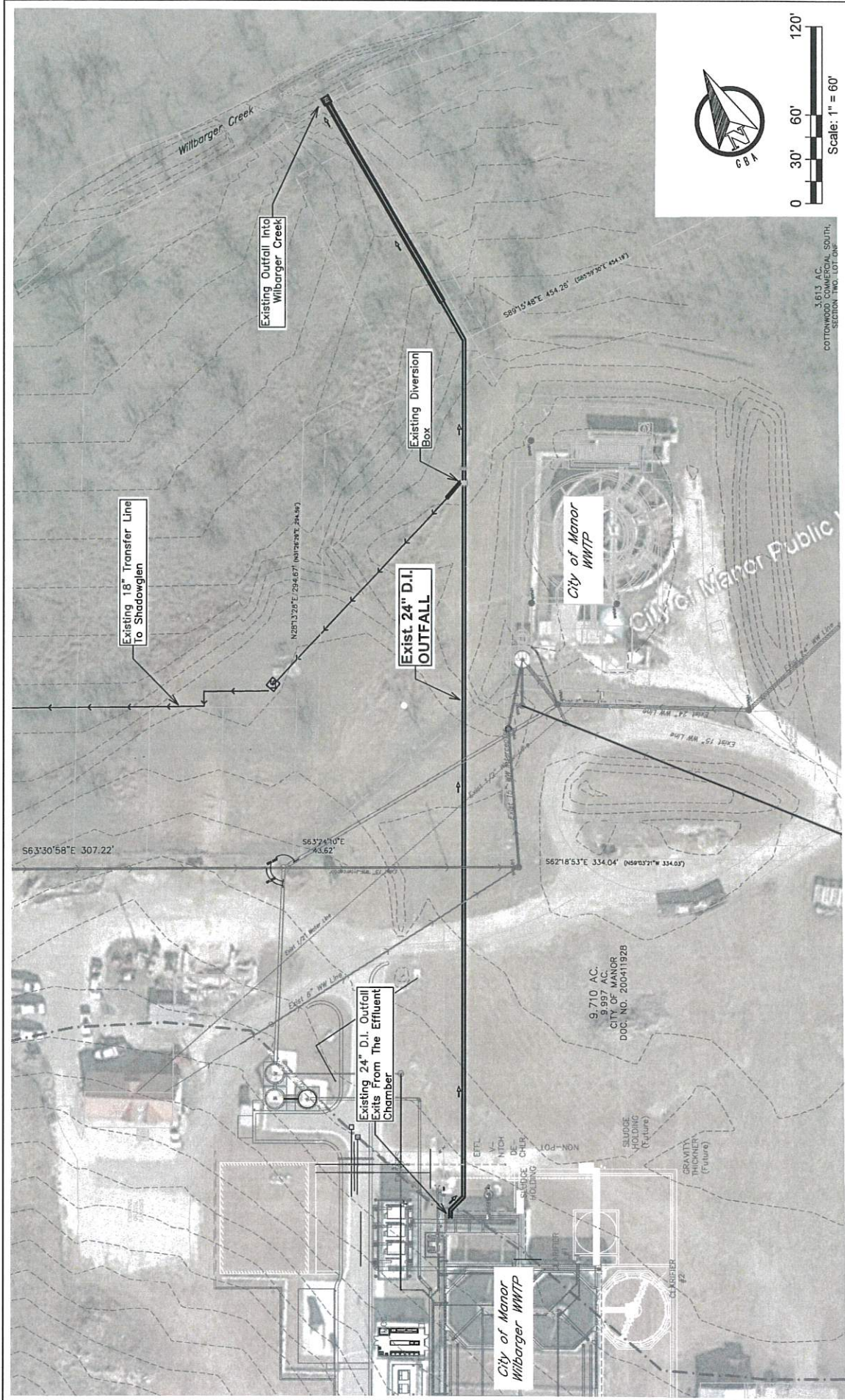


Exhibit B Shadowglen Golf Course Effluent Water Deliver Point



City of Manor		City of Manor		City of Manor	
9,710 AC. 9,997 AC. CITY OF MANOR DOC. NO. 200411928		3,613 AC. COTTONWOOD COMMERCIAL SOUTH, SECTION TWO, LOT ONE		3,613 AC. COTTONWOOD COMMERCIAL SOUTH, SECTION TWO, LOT ONE	
PROJECT DESCRIPTION: WWTP		DRAFTING COMPLETED:		SCALE:	
CLIENT:		REVISIONS:		EFFLUENT REUSE AGREEMENT	
NO. DATE		DESCRIPTION		DRAWN BY:	
NO. DATE		DESCRIPTION		ENGINEER:	
NO. DATE		DESCRIPTION		JOB NO.:	
NO. DATE		DESCRIPTION		JOB NO.:	

1500 CR 269 Lander, Tx, 79841
P.O. Box 2022 Lander, Tx, 79846-2029
(317) 295-3862

Texas Registered Engineering Firm #4242

Item 17.

Exhibit C
Shadowglen Golf Course Maintenance Facility



mary Report | Year 2022
Central Appraisal District

Transparency

Improvement

Improvement #1: **SVC/REPAIR GAR'G** Improvement Value: **\$ 384,340** Main Area: **6,250 sqft**
State Code: **F1** Gross Building Area: **10,050 sqft**

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year Built	SQFT
1ST	1st Floor	S		0	2004	2004	6,250
501	CANOPY	A		1	2004	2004	1,800
551	PAVED AREA	CA		1	2004	2004	2,000

Improvement Features
1ST Shape Factor: **R** Floor Factor: **1ST** Ceiling Factor: **14** Grade Factor: **A**

Land

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value ⓘ
LAND	Land	2.2903	99,765.47	0.23	22,903	0

Deed History

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
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Powered by <True Prodigy>

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



Item 17.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 30, 2020

TO: Persons on the attached mailing list.

RE: City of Manor
TPDES Permit No. WQ0012900001

This letter is your notice that the Texas Commission on Environmental Quality (TCEQ) executive director (ED) has acted on the above-named application. According to 30 Texas Administrative Code (TAC) Section 50.135 the ED's action became effective on July 22, 2020, the date the ED signed the permit or other action unless otherwise specified in the permit or other action.

For certain matters, a **motion to overturn**, which is a request that the commission review the ED's action on an application, may be filed with the chief clerk. Whether a motion to overturn is procedurally available for a specific matter is determined by Title 30 of the Texas Administrative Code Chapter 50. According to 30 TAC Section 50.139, an action by the ED is not affected by a motion to overturn filed under this section unless expressly ordered by the commission.

If a motion to overturn is filed, the motion must be received by the chief clerk within 23 days after the date of this letter. An original and 7 copies of a motion must be filed with the chief clerk in person, or by mail to the chief clerk's address on the attached mailing list. On the same day the motion is transmitted to the chief clerk, please provide copies to the applicant, the ED's attorney, and the Public Interest Counsel at the addresses listed on the attached mailing list. If a motion to overturn is not acted on by the commission within 45 days after the date of this letter, then the motion shall be deemed overruled.

You may also request **judicial review** of the ED's action. The procedure and timelines for seeking judicial review of a commission or ED order are governed by Texas Water Code Section 5.351.

Individual members of the public may seek further information by calling the Public Education Program, toll free, at 1-800-687-4040.

Sincerely,

Bridget C. Bohac

Bridget C. Bohac
Chief Clerk

BCB/lcr

Enclosure

MAILING LIST
for
City of Manor
TPDES Permit No. WQ0012900001

FOR THE APPLICANT:

Scott Dunlop, Development Services
Planner
City of Manor
P.O. Box 387
Manor, Texas 78653

Pauline Gray, Staff Engineer
Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646

PROTESTANTS/INTERESTED
PERSONS:

Bradley B. Clark
Gray & Becker PC
900 West Avenue
Austin, Texas 78701

FOR THE EXECUTIVE DIRECTOR
via electronic mail:

Ryan Vise, Director
Texas Commission on Environmental
Quality
External Relations Division
Public Education Program MC 108
P.O. Box 13087
Austin, Texas 78711-3087

Todd Galiga, Senior Attorney
Texas Commission on Environmental
Quality
Environmental Law Division MC 173
P.O. Box 13087
Austin, Texas 78711-3087

J. Alfonso Martinez, III, Technical Staff
Texas Commission on Environmental
Quality
Water Quality Division MC 148
P.O. Box 13087
Austin, Texas 78711-3087

FOR PUBLIC INTEREST COUNSEL
via electronic mail:

Vic McWherter, Attorney
Texas Commission on Environmental
Quality
Public Interest Counsel MC 103
P.O. Box 13087
Austin, Texas 78711-3087

FOR THE CHIEF CLERK
via electronic mail:

Bridget C. Bohac, Chief Clerk
Texas Commission on Environmental
Quality
Office of Chief Clerk MC 105
P.O. Box 13087
Austin, Texas 78711-3087

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 30, 2020

Mr. Scott Dunlop, Development Service Planner
City of Manor
P.O. Box 387
Manor, Texas 78653

Re: City of Manor, TPDES Permit No. WQ0012900001
(CN600632111; RN101610228)

Dear Mr. Dunlop:

Enclosed is a copy of the above referenced water quality permit issued on behalf of the Executive Director pursuant to Chapter 26 of the Texas Water Code.

Self-reporting or Discharge Monitoring Forms and instructions will be forwarded to you from the Water Quality Management Information Systems Team so that you may comply with monitoring requirements. For existing facilities, revised forms will be forwarded if monitoring requirements have changed.

Enclosed is a "Notification of Completion of Wastewater Treatment Facilities" form. Use this form (if needed) when the facility begins to operate or goes into a new phase. The form notifies the agency when the proposed facility is completed or when it is placed in operation. This notification complies with the special provision incorporated into the permit, as applicable.

Should you have any questions, please contact Mr. J. Alfonso Martinez, III of the Texas Commission on Environmental Quality's (TCEQ) Wastewater Permitting Section at (512) 239-4671 or if by correspondence, include (MC-148) in the letterhead address below.

Sincerely,

David W Galindo
David W. Galindo, Director
Water Quality Division

DWG/JAM/kb

cc: Ms. Pauline Gray, Staff Engineer, Jay Engineering Company, Inc., P.O. Box 1220
Leander, Texas 78646

NetDMR: Online Reporting of Discharge Monitoring Data

What is NetDMR?

NetDMR is a Web-based tool that allows you as a Texas Pollutant Discharge Elimination System (TPDES) permittee to electronically sign and submit your discharge monitoring reports (DMRs) to the Texas Commission on Environmental Quality. The data is then automatically submitted to the EPA's Integrated Compliance Information System (ICIS)-NPDES database.

NetDMR benefits for permittees:

- Offers an alternative to paper submissions, reducing your paperwork burden.
- Improves your data quality by automatically error checking and validating data prior to your submission to the TCEQ.
- Aids in the timeliness of your DMR data submissions.
- You can import DMR data for multiple outfalls at the same time.
- You can sign your DMRs electronically.
- You receive confirmation of your submission.
- You can access up to five years of electronic copies.
- You can submit attachments such as lab data, photographs, or other documentation relevant to the DMR.

There are several types of NetDMR users, and each user can be assigned one or more roles.

NetDMR Users

- **Permittee User**—you work for an organization that is required to submit DMRs under a TPDES permit.
- **Data Provider (e.g., analytical laboratory, consultant)**—you support an organization that is required to submit DMRs as part of a TPDES permit.

NetDMR Roles

- **Permittee Read-only:** able to view DMRs associated with the permit, but not allowed to update or modify DMR data.
- **Edit Access:** able to view and modify DMRs and DMR data.
- **Signatory:** has authority to sign and submit DMRs on behalf of your organization. A request for the signatory role requires submission of a subscriber agreement to the TCEQ.



- **Permit Administrator:** able to approve all DMR read-only and edit requests for a permit.

If you as a permittee so choose, one person can fulfill all the necessary roles in NetDMR—meaning, one person can both enter the data and have signatory authority to submit the data. In that case, that person would need to have the role of signatory.

Who can report?

TPDES permittees required to submit DMRs may use NetDMR after requesting and receiving permission from the TCEQ. After the TCEQ has approved your request, the NetDMR tool enables you to complete your DMRs via a secure Internet connection.

DMR data can be submitted electronically through NetDMR for the following TPDES permits:

- Industrial wastewater discharge individual permit
- Domestic wastewater discharge individual permit
- Authorizations under the TPDES Wastewater General Permit for discharges from concrete production facilities (TXG110000)
- Authorizations under the TPDES Wastewater General Permit for discharges of wastewater from concentrated aquatic-animal production facilities and certain related activities (TXG130000)
- Authorizations under the TPDES Wastewater General Permit for discharges contaminated with petroleum fuel or petroleum substances (TXG830000)
- Authorizations under the TPDES Wastewater General Permit for discharges of wastewater and contact storm water from petroleum bulk stations and terminals (TXG340000)

What reports cannot be submitted through NetDMR?

- **Monthly Effluent Reports**—If you are required to submit MERs, you must continue submitting paper forms to the TCEQ. MER data cannot be submitted through the NetDMR system.
- **Concentrated Animal Feeding Operation General Permit Reports**—Annual reports required by authorizations under the TPDES CAFO General Permit must continue to be submitted by paper.

- **Other required reports**—Individual and general permits with reporting requirements that you must continue to submit in paper form by mail include:
 - ❑ pretreatment semiannual and annual reports required in a permit or pretreatment program
 - ❑ biomonitoring quarterly, semiannual, and annual reports required in a permit
 - ❑ sludge beneficial-land-use quarterly and annual reports (domestic permits and sludge disposal)
 - ❑ multi-sector general permit benchmark testing
 - ❑ groundwater reports required in a permit

- ❑ other reports that relate to compliance activities specified in your permit (for example, a construction schedule)
- ❑ notices of noncompliance

Is NetDMR secure?

Yes. Communications with NetDMR are secured by your password, responses to security questions, and use of the Secure Sockets Layer protocol commonly used by online banking sites.

For more information:

Visit the NetDMR Web page at <www.tceq.state.tx.us/goto/NetDMR>.

Submit e-mails to <NetDMR@tceq.state.tx.us>.

Call **512-239-eDMR**.

The TCEQ is an equal opportunity employer. The agency does not allow discrimination on the basis of race, color, religion, national origin, sex, disability, age, sexual orientation, or veteran status. In compliance with the Americans with Disabilities Act, this document may be requested in alternate formats by contacting the TCEQ at 512-239-0028, Fax 512-239-4488, or 1-800-RELAY-TX (TDD), or by writing P.O. Box 13087, Austin, TX 78711-3087.



**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
NOTIFICATION OF COMPLETION/PHASE OF WASTEWATER
TREATMENT FACILITY**

If you have questions about completing this form please contact the Applications Review and Processing Team at 512-239-4671.

Current Permit Information

What is the TCEQ Water Quality Permit Number? [redacted]

What is the EPA I.D. Number? TX [redacted]

Current Name on Permit: [redacted]

Notification

Indicate the phase the facility will be operating.

- Interim Phase I Flow
- Interim Phase II Flow
- Interim Phase III Flow
- Final Phase Flow

Indicate the date that the operation began or will begin operating under the selected phase:
Month/Day/Year: [redacted]

Comments: [redacted]

Certification and Signature

Responsible Official Name (Print or Type): [redacted]

Responsible Official Title: [redacted]

Responsible Official Email: [redacted]

I certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____ Date: _____

Email completed form to: WQ-ARPTeam@tceq.texas.gov
or

Fax completed form to: 512-239-0884
or mail completed form to: Texas Commission on Environmental Quality
Applications Review and Processing Team (MC-148)
P.O. Box 13087
Austin TX 78711-3087

Instructions for Notification of Completion/Phase Of Wastewater Treatment Facility

Current Permit Information

Provide your Permit Number. This number will start with WQ followed by 10 digits. The number can be found on the top right-hand corner of your issued permit.

For Texas Pollutant Discharge Elimination Permits (TPDES), provide the EPA ID number. This number will start with TX followed by 7 digits. The number can be found on the top right-hand corner of your issued permit.

Provide the current name that is on your permit. This information can be found on the first page of your permit.

Indicate the phase of operation you will be operating under. Provide the date the facility will begin operating in that phase. Date should be provided as month/day/year.

Signature Requirements

In accordance with 30 Texas Administrative Code §305.44 relating to Signatories to Applications, all applications shall be signed as follows:

For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).



TPDES PERMIT NO.
WQ0012900001
[For TCEQ office use only - EPA I.D.
No. TX0095184]

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

This is a renewal that replaces TPDES
Permit No. WQ0012900001 issued on
July, 24, 2015.

PERMIT TO DISCHARGE WASTES
under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

City of Manor

whose mailing address is

P.O. Box 387
Manor, Texas 78653

is authorized to treat and discharge wastes from the Wilbarger Creek Wastewater Treatment
Facility, SIC Code 4952

located at 547 Llano Street, in the City of Manor, Travis County, Texas 78653

to Wilbarger Creek, thence to Colorado River Above La Grange in Segment No. 1434 of the
Colorado River Basin

only according to effluent limitations, monitoring requirements, and other conditions set forth
in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ),
the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does
not grant to the permittee the right to use private or public property for conveyance of
wastewater along the discharge route described in this permit. This includes, but is not limited
to, property belonging to any individual, partnership, corporation, or other entity. Neither does
this permit authorize any invasion of personal rights nor any violation of federal, state, or local
laws or regulations. It is the responsibility of the permittee to acquire property rights as may be
necessary to use the discharge route.

This permit shall expire at midnight, **five years from the date of issuance.**

ISSUED DATE:

July 22, 2020

For the Commission

INTERIM I EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

Outfall Number 001

1. During the period beginning upon the date of issuance and lasting through the completion of expansion to the 1.33 million gallons per day (MGD) facility, the permittee is authorized to discharge subject to the following effluent limitations:

The daily average flow of effluent shall not exceed 0.50 MGD, nor shall the average discharge during any two-hour period (2-hour peak) exceed 1,215 gallons per minute (gpm).

Effluent Characteristic	Discharge Limitations				Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Single Grab mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)	5 (21)	10	20	30	One/week	Composite
Total Suspended Solids	5 (21)	10	20	30	One/week	Composite
Ammonia Nitrogen	2 (8.3)	5	10	15	One/week	Composite
Total Phosphorus	1 (4.2)	2	4	6	One/week	Composite
Total Dissolved Solids	Report (Report)	N/A	Report	N/A	One/week	Composite
Total Sulfate	Report (Report)	N/A	Report	N/A	One/week	Composite
Total Chloride	Report (Report)	N/A	Report	N/A	One/week	Composite
<i>E. coli</i> , CFU or MPN per 100 ml	126	N/A	399	N/A	One/month	Grab

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l and shall not exceed a chlorine residual of 4.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored daily by grab sample. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.
3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored twice per month by grab sample.
4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit.
6. The effluent shall contain a minimum dissolved oxygen of 6.0 mg/l and shall be monitored once per week by grab sample.

INTERIM II EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

Outfall Number 001

1. During the period beginning upon the completion of expansion to the 1.33 million gallons per day (MGD) facility and lasting through the expansion to the 2.0 MGD facility, the permittee is authorized to discharge subject to the following effluent limitations:

The annual average flow of effluent shall not exceed 1.33 MGD, nor shall the average discharge during any two-hour period (2-hour peak) exceed 2,757 gallons per minute (gpm).

Effluent Characteristic	Discharge Limitations				Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Single Grab mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)	5 (55)	10	20	30	Two/week	Composite
Total Suspended Solids	5 (55)	10	20	30	Two/week	Composite
Ammonia Nitrogen	2 (22)	5	10	15	Two/week	Composite
Total Phosphorus	1 (11)	2	4	6	Two/week	Composite
Total Dissolved Solids	Report (Report)	N/A	Report	N/A	Two/week	Composite
Total Sulfate	Report (Report)	N/A	Report	N/A	Two/week	Composite
Total Chloride	Report (Report)	N/A	Report	N/A	Two/week	Composite
<i>E. coli</i> , CFU or MPN per 100 ml	126	N/A	399	N/A	One/Week	Grab

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored daily by grab sample at each chlorine contact chamber. The permittee shall dechlorinate the chlorinated effluent to less than 0.1 mg/l chlorine residual and shall monitor chlorine residual daily by grab sample after the dechlorination process. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.
3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.
4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit.
6. The effluent shall contain a minimum dissolved oxygen of 6.0 mg/l and shall be monitored twice per week by grab sample.
7. The annual average flow and maximum 2-hour peak flow shall be reported monthly.

FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

Outfall Number 001

1. During the period beginning upon the completion of expansion to the 2.0 million gallons per day (MGD) facility and lasting through the date of expiration, the permittee is authorized to discharge subject to the following effluent limitations:

The annual average flow of effluent shall not exceed 2.0 MGD, nor shall the average discharge during any two-hour period (2-hour peak) exceed 4,167 gallons per minute (gpm).

Effluent Characteristic	Discharge Limitations				Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Single Grab mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)	5 (83)	10	20	30	Two/week	Composite
Total Suspended Solids	5 (83)	10	20	30	Two/week	Composite
Ammonia Nitrogen	2 (33)	5	10	15	Two/week	Composite
Total Phosphorus	1 (17)	2	4	6	Two/week	Composite
Total Dissolved Solids	Report (Report)	N/A	Report	N/A	Two/week	Composite
Total Sulfate	Report (Report)	N/A	Report	N/A	Two/week	Composite
Total Chloride	Report (Report)	N/A	Report	N/A	Two/week	Composite
<i>E. coli</i> , CFU or MPN per 100 ml	126	N/A	399	N/A	One/Week	Grab

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored daily by grab sample at each chlorine contact chamber. The permittee shall dechlorinate the chlorinated effluent to less than 0.1 mg/l chlorine residual and shall monitor chlorine residual daily by grab sample after the dechlorination process. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.
3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.
4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit.
6. The effluent shall contain a minimum dissolved oxygen of 6.0 mg/l and shall be monitored twice per week by grab sample.
7. The annual average flow and maximum 2-hour peak flow shall be reported monthly.

DEFINITIONS AND STANDARD PERMIT CONDITIONS

As required by Title 30 Texas Administrative Code (TAC) Chapter 305, certain regulations appear as standard conditions in waste discharge permits. 30 TAC § 305.121 - 305.129 (relating to Permit Characteristics and Conditions) as promulgated under the Texas Water Code (TWC) §§ 5.103 and 5.105, and the Texas Health and Safety Code (THSC) §§ 361.017 and 361.024(a), establish the characteristics and standards for waste discharge permits, including sewage sludge, and those sections of 40 Code of Federal Regulations (CFR) Part 122 adopted by reference by the Commission. The following text includes these conditions and incorporates them into this permit. All definitions in TWC § 26.001 and 30 TAC Chapter 305 shall apply to this permit and are incorporated by reference. Some specific definitions of words or phrases used in this permit are as follows:

1. Flow Measurements

- a. Annual average flow - the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months. The annual average flow determination shall consist of daily flow volume determinations made by a totalizing meter, charted on a chart recorder and limited to major domestic wastewater discharge facilities with one million gallons per day or greater permitted flow.
- b. Daily average flow - the arithmetic average of all determinations of the daily flow within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily flow, the determination shall be the arithmetic average of all instantaneous measurements taken during that month. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.
- c. Daily maximum flow - the highest total flow for any 24-hour period in a calendar month.
- d. Instantaneous flow - the measured flow during the minimum time required to interpret the flow measuring device.
- e. 2-hour peak flow (domestic wastewater treatment plants) - the maximum flow sustained for a two-hour period during the period of daily discharge. The average of multiple measurements of instantaneous maximum flow within a two-hour period may be used to calculate the 2-hour peak flow.
- f. Maximum 2-hour peak flow (domestic wastewater treatment plants) - the highest 2-hour peak flow for any 24-hour period in a calendar month.

2. Concentration Measurements

- a. Daily average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar month, consisting of at least four separate representative measurements.
 - i. For domestic wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values in the previous four consecutive month period consisting of at least four measurements shall be utilized as the daily average concentration.

- ii. For all other wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values taken during the month shall be utilized as the daily average concentration.
- b. 7-day average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar week, Sunday through Saturday.
- c. Daily maximum concentration - the maximum concentration measured on a single day, by the sample type specified in the permit, within a period of one calendar month.
- d. Daily discharge - the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the sampling day.

The daily discharge determination of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily discharge determination of concentration shall be the arithmetic average (weighted by flow value) of all samples collected during that day.

- e. Bacteria concentration (*E. coli* or Enterococci) - Colony Forming Units (CFU) or Most Probable Number (MPN) of bacteria per 100 milliliters effluent. The daily average bacteria concentration is a geometric mean of the values for the effluent samples collected in a calendar month. The geometric mean shall be determined by calculating the n th root of the product of all measurements made in a calendar month, where n equals the number of measurements made; or, computed as the antilogarithm of the arithmetic mean of the logarithms of all measurements made in a calendar month. For any measurement of bacteria equaling zero, a substituted value of one shall be made for input into either computation method. If specified, the 7-day average for bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.
 - f. Daily average loading (lbs/day) - the arithmetic average of all daily discharge loading calculations during a period of one calendar month. These calculations must be made for each day of the month that a parameter is analyzed. The daily discharge, in terms of mass (lbs/day), is calculated as (Flow, MGD x Concentration, mg/l x 8.34).
 - g. Daily maximum loading (lbs/day) - the highest daily discharge, in terms of mass (lbs/day), within a period of one calendar month.
3. Sample Type
- a. Composite sample - For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).

- b. Grab sample - an individual sample collected in less than 15 minutes.
- 4. Treatment Facility (facility) - wastewater facilities used in the conveyance, storage, treatment, recycling, reclamation and/or disposal of domestic sewage, industrial wastes, agricultural wastes, recreational wastes, or other wastes including sludge handling or disposal facilities under the jurisdiction of the Commission.
- 5. The term "sewage sludge" is defined as solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in 30 TAC Chapter 312. This includes the solids that have not been classified as hazardous waste separated from wastewater by unit processes.
- 6. Bypass - the intentional diversion of a waste stream from any portion of a treatment facility.

MONITORING AND REPORTING REQUIREMENTS

1. Self-Reporting

Monitoring results shall be provided at the intervals specified in the permit. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall conduct effluent sampling and reporting in accordance with 30 TAC §§ 319.4 - 319.12. Unless otherwise specified, effluent monitoring data shall be submitted each month, to the Compliance Monitoring Team of the Enforcement Division (MC 224), by the 20th day of the following month for each discharge which is described by this permit whether or not a discharge is made for that month. Monitoring results must be submitted online using the NetDMR reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver. Monitoring results must be signed and certified as required by Monitoring and Reporting Requirements No. 10.

As provided by state law, the permittee is subject to administrative, civil and criminal penalties, as applicable, for negligently or knowingly violating the Clean Water Act (CWA); TWC §§ 26, 27, and 28; and THSC § 361, including but not limited to knowingly making any false statement, representation, or certification on any report, record, or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, or falsifying, tampering with or knowingly rendering inaccurate any monitoring device or method required by this permit or violating any other requirement imposed by state or federal regulations.

2. Test Procedures

- a. Unless otherwise specified in this permit, test procedures for the analysis of pollutants shall comply with procedures specified in 30 TAC §§ 319.11 - 319.12. Measurements, tests, and calculations shall be accurately accomplished in a representative manner.
- b. All laboratory tests submitted to demonstrate compliance with this permit must meet the requirements of 30 TAC § 25, Environmental Testing Laboratory Accreditation and Certification.

3. Records of Results

- a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.
- b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period

of at least five years (or longer as required by 40 CFR Part 503), monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, records of all data used to complete the application for this permit, and the certification required by 40 CFR § 264.73(b)(9) shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years from the date of the record or sample, measurement, report, application or certification. This period shall be extended at the request of the Executive Director.

- c. Records of monitoring activities shall include the following:
- i. date, time and place of sample or measurement;
 - ii. identity of individual who collected the sample or made the measurement.
 - iii. date and time of analysis;
 - iv. identity of the individual and laboratory who performed the analysis;
 - v. the technique or method of analysis; and
 - vi. the results of the analysis or measurement and quality assurance/quality control records.

The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit using approved analytical methods as specified above, all results of such monitoring shall be included in the calculation and reporting of the values submitted on the approved self-report form. Increased frequency of sampling shall be indicated on the self-report form.

5. Calibration of Instruments

All automatic flow measuring or recording devices and all totalizing meters for measuring flows shall be accurately calibrated by a trained person at plant start-up and as often thereafter as necessary to ensure accuracy, but not less often than annually unless authorized by the Executive Director for a longer period. Such person shall verify in writing that the device is operating properly and giving accurate results. Copies of the verification shall be retained at the facility site and/or shall be readily available for review by a TCEQ representative for a period of three years.

6. Compliance Schedule Reports

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each schedule date to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224).

7. Noncompliance Notification

- a. In accordance with 30 TAC § 305.125(9) any noncompliance which may endanger human health or safety, or the environment shall be reported by the permittee to the TCEQ. Except as allowed by 30 TAC § 305.132, report of such information shall be provided orally or by facsimile transmission (FAX) to the Regional Office within 24 hours of becoming aware of the noncompliance. A written submission of such information shall also be provided by the permittee to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. For Publicly Owned Treatment Works (POTWs), effective December 21, 2023, the permittee must submit the written report for unauthorized discharges and unanticipated bypasses that exceed any effluent limit in the permit using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
 - b. The following violations shall be reported under Monitoring and Reporting Requirement 7.a.:
 - i. Unauthorized discharges as defined in Permit Condition 2(g).
 - ii. Any unanticipated bypass that exceeds any effluent limitation in the permit.
 - iii. Violation of a permitted maximum daily discharge limitation for pollutants listed specifically in the Other Requirements section of an Industrial TPDES permit.
 - c. In addition to the above, any effluent violation which deviates from the permitted effluent limitation by more than 40% shall be reported by the permittee in writing to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within 5 working days of becoming aware of the noncompliance.
 - d. Any noncompliance other than that specified in this section, or any required information not submitted or submitted incorrectly, shall be reported to the Compliance Monitoring Team of the Enforcement Division (MC 224) as promptly as possible. For effluent limitation violations, noncompliances shall be reported on the approved self-report form.
8. In accordance with the procedures described in 30 TAC §§ 35.301 - 35.303 (relating to Water Quality Emergency and Temporary Orders) if the permittee knows in advance of the need for a bypass, it shall submit prior notice by applying for such authorization.
9. Changes in Discharges of Toxic Substances

All existing manufacturing, commercial, mining, and silvicultural permittees shall notify the Regional Office, orally or by facsimile transmission within 24 hours, and both the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) in writing within five (5) working days, after becoming aware of or having reason to believe:

- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant listed at 40 CFR Part 122, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - i. One hundred micrograms per liter (100 µg/L);
 - ii. Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
 - iii. Five (5) times the maximum concentration value reported for that pollutant in the permit application; or
 - iv. The level established by the TCEQ.
- b. That any activity has occurred or will occur which would result in any discharge, on a nonroutine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - i. Five hundred micrograms per liter (500 µg/L);
 - ii. One milligram per liter (1 mg/L) for antimony;
 - iii. Ten (10) times the maximum concentration value reported for that pollutant in the permit application; or
 - iv. The level established by the TCEQ.

10. Signatories to Reports

All reports and other information requested by the Executive Director shall be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).

11. All POTWs must provide adequate notice to the Executive Director of the following:

- a. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to CWA § 301 or § 306 if it were directly discharging those pollutants;
- b. Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit; and
- c. For the purpose of this paragraph, adequate notice shall include information on:
 - i. The quality and quantity of effluent introduced into the POTW; and
 - ii. Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

PERMIT CONDITIONS

1. General

- a. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in an application or in any report to the Executive Director, it shall promptly submit such facts or information.
- b. This permit is granted on the basis of the information supplied and representations made by the permittee during action on an application, and relying upon the accuracy and completeness of that information and those representations. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked, in whole or in part, in accordance with 30 TAC Chapter 305, Subchapter D, during its term for good cause including, but not limited to, the following:
 - i. Violation of any terms or conditions of this permit;
 - ii. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
 - iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- c. The permittee shall furnish to the Executive Director, upon request and within a reasonable time, any information to determine whether cause exists for amending, revoking, suspending or terminating the permit. The permittee shall also furnish to the Executive Director, upon request, copies of records required to be kept by the permit.

2. Compliance

- a. Acceptance of the permit by the person to whom it is issued constitutes acknowledgment and agreement that such person will comply with all the terms and conditions embodied in the permit, and the rules and other orders of the Commission.
- b. The permittee has a duty to comply with all conditions of the permit. Failure to comply with any permit condition constitutes a violation of the permit and the Texas Water Code or the Texas Health and Safety Code, and is grounds for enforcement action, for permit amendment, revocation, or suspension, or for denial of a permit renewal application or an application for a permit for another facility.
- c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.
- d. The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation that has a reasonable likelihood of adversely affecting human health or the environment.
- e. Authorization from the Commission is required before beginning any change in the permitted facility or activity that may result in noncompliance with any permit requirements.

- f. A permit may be amended, suspended and reissued, or revoked for cause in accordance with 30 TAC §§ 305.62 and 305.66 and TWC§ 7.302. The filing of a request by the permittee for a permit amendment, suspension and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- g. There shall be no unauthorized discharge of wastewater or any other waste. For the purpose of this permit, an unauthorized discharge is considered to be any discharge of wastewater into or adjacent to water in the state at any location not permitted as an outfall or otherwise defined in the Other Requirements section of this permit.
- h. In accordance with 30 TAC § 305.535(a), the permittee may allow any bypass to occur from a TPDES permitted facility which does not cause permitted effluent limitations to be exceeded or an unauthorized discharge to occur, but only if the bypass is also for essential maintenance to assure efficient operation.
- i. The permittee is subject to administrative, civil, and criminal penalties, as applicable, under TWC §§ 7.051 - 7.075 (relating to Administrative Penalties), 7.101 - 7.111 (relating to Civil Penalties), and 7.141 - 7.202 (relating to Criminal Offenses and Penalties) for violations including, but not limited to, negligently or knowingly violating the federal CWA §§ 301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under the CWA § 402, or any requirement imposed in a pretreatment program approved under the CWA §§ 402 (a)(3) or 402 (b)(8).

3. Inspections and Entry

- a. Inspection and entry shall be allowed as prescribed in the TWC Chapters 26, 27, and 28, and THSC § 361.
- b. The members of the Commission and employees and agents of the Commission are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit or other order of the Commission. Members, employees, or agents of the Commission and Commission contractors are entitled to enter public or private property at any reasonable time to investigate or monitor or, if the responsible party is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the quality of water in the state. Members, employees, Commission contractors, or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection, and if the property has management in residence, shall notify management or the person then in charge of his presence and shall exhibit proper credentials. If any member, employee, Commission contractor, or agent is refused the right to enter in or on public or private property under this authority, the Executive Director may invoke the remedies authorized in TWC § 7.002. The statement above, that Commission entry shall occur in accordance with an establishment's rules and regulations concerning safety, internal security, and fire protection, is not grounds for denial or restriction of entry to any part of the facility, but merely describes the Commission's duty to observe appropriate rules and regulations during an inspection.

4. Permit Amendment and/or Renewal

- a. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:
 - i. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in accordance with 30 TAC § 305.534 (relating to New Sources and New Dischargers); or
 - ii. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are subject neither to effluent limitations in the permit, nor to notification requirements in Monitoring and Reporting Requirements No. 9; or
 - iii. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- b. Prior to any facility modifications, additions, or expansions that will increase the plant capacity beyond the permitted flow, the permittee must apply for and obtain proper authorization from the Commission before commencing construction.
- c. The permittee must apply for an amendment or renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. If an application is submitted prior to the expiration date of the permit, the existing permit shall remain in effect until the application is approved, denied, or returned. If the application is returned or denied, authorization to continue such activity shall terminate upon the effective date of the action. If an application is not submitted prior to the expiration date of the permit, the permit shall expire and authorization to continue such activity shall terminate.
- d. Prior to accepting or generating wastes which are not described in the permit application or which would result in a significant change in the quantity or quality of the existing discharge, the permittee must report the proposed changes to the Commission. The permittee must apply for a permit amendment reflecting any necessary changes in permit conditions, including effluent limitations for pollutants not identified and limited by this permit.
- e. In accordance with the TWC § 26.029(b), after a public hearing, notice of which shall be given to the permittee, the Commission may require the permittee, from time to time, for good cause, in accordance with applicable laws, to conform to new or additional conditions.
- f. If any toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under CWA § 307(a) for a toxic pollutant which is present in the discharge and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, this permit shall be modified or revoked and reissued to conform to the toxic effluent standard or

prohibition. The permittee shall comply with effluent standards or prohibitions established under CWA § 307(a) for toxic pollutants within the time provided in the regulations that established those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

5. Permit Transfer

- a. Prior to any transfer of this permit, Commission approval must be obtained. The Commission shall be notified in writing of any change in control or ownership of facilities authorized by this permit. Such notification should be sent to the Applications Review and Processing Team (MC 148) of the Water Quality Division.
- b. A permit may be transferred only according to the provisions of 30 TAC § 305.64 (relating to Transfer of Permits) and 30 TAC § 50.133 (relating to Executive Director Action on Application or WQMP update).

6. Relationship to Hazardous Waste Activities

This permit does not authorize any activity of hazardous waste storage, processing, or disposal that requires a permit or other authorization pursuant to the Texas Health and Safety Code.

7. Relationship to Water Rights

Disposal of treated effluent by any means other than discharge directly to water in the state must be specifically authorized in this permit and may require a permit pursuant to TWC Chapter 11.

8. Property Rights

A permit does not convey any property rights of any sort, or any exclusive privilege.

9. Permit Enforceability

The conditions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

10. Relationship to Permit Application

The application pursuant to which the permit has been issued is incorporated herein; provided, however, that in the event of a conflict between the provisions of this permit and the application, the provisions of the permit shall control.

11. Notice of Bankruptcy

- a. Each permittee shall notify the Executive Director, in writing, immediately following the filing of a voluntary or involuntary petition for bankruptcy under any chapter of Title 11 (Bankruptcy) of the United States Code (11 USC) by or against:
 - i. the permittee;
 - ii. an entity (as that term is defined in 11 USC, § 101(14)) controlling the permittee or listing the permit or permittee as property of the estate; or

City of Manor

TPDES Permit No. WQ0012900001

- iii. an affiliate (as that term is defined in 11 USC, § 101(2)) of the permittee.
- b. This notification must indicate:
 - i. the name of the permittee and the permit number(s);
 - ii. the bankruptcy court in which the petition for bankruptcy was filed; and
 - iv. the date of filing of the petition.

OPERATIONAL REQUIREMENTS

1. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.
2. Upon request by the Executive Director, the permittee shall take appropriate samples and provide proper analysis in order to demonstrate compliance with Commission rules. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall comply with all applicable provisions of 30 TAC Chapter 312 concerning sewage sludge use and disposal and 30 TAC §§ 319.21 - 319.29 concerning the discharge of certain hazardous metals.
3. Domestic wastewater treatment facilities shall comply with the following provisions:
 - a. The permittee shall notify the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, in writing, of any facility expansion at least 90 days prior to conducting such activity.
 - b. The permittee shall submit a closure plan for review and approval to the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, for any closure activity at least 90 days prior to conducting such activity. Closure is the act of permanently taking a waste management unit or treatment facility out of service and includes the permanent removal from service of any pit, tank, pond, lagoon, surface impoundment and/or other treatment unit regulated by this permit.
4. The permittee is responsible for installing prior to plant start-up, and subsequently maintaining, adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention of inadequately treated wastewater.
5. Unless otherwise specified, the permittee shall provide a readily accessible sampling point and, where applicable, an effluent flow measuring device or other acceptable means by which effluent flow may be determined.

6. The permittee shall remit an annual water quality fee to the Commission as required by 30 TAC Chapter 21. Failure to pay the fee may result in revocation of this permit under TWC § 7.302(b)(6).

7. Documentation

For all written notifications to the Commission required of the permittee by this permit, the permittee shall keep and make available a copy of each such notification under the same conditions as self-monitoring data are required to be kept and made available. Except for information required for TPDES permit applications, effluent data, including effluent data in permits, draft permits and permit applications, and other information specified as not confidential in 30 TAC §§ 1.5(d), any information submitted pursuant to this permit may be claimed as confidential by the submitter. Any such claim must be asserted in the manner prescribed in the application form or by stamping the words confidential business information on each page containing such information. If no claim is made at the time of submission, information may be made available to the public without further notice. If the Commission or Executive Director agrees with the designation of confidentiality, the TCEQ will not provide the information for public inspection unless required by the Texas Attorney General or a court pursuant to an open records request. If the Executive Director does not agree with the designation of confidentiality, the person submitting the information will be notified.

8. Facilities that generate domestic wastewater shall comply with the following provisions; domestic wastewater treatment facilities at permitted industrial sites are excluded.

- a. Whenever flow measurements for any domestic sewage treatment facility reach 75% of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90% of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75% of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

If in the judgment of the Executive Director the population to be served will not cause permit noncompliance, then the requirement of this section may be waived. To be effective, any waiver must be in writing and signed by the Director of the Enforcement Division (MC 219) of the Commission, and such waiver of these requirements will be reviewed upon expiration of the existing permit; however, any such waiver shall not be interpreted as condoning or excusing any violation of any permit parameter.

- b. The plans and specifications for domestic sewage collection and treatment works associated with any domestic permit must be approved by the Commission and failure to secure approval before commencing construction of such works or making a discharge is a violation of this permit and each day is an additional violation until approval has been secured.

- c. Permits for domestic wastewater treatment plants are granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend any domestic wastewater permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, should such be developed; to require the delivery of the wastes authorized to be collected in, treated by or discharged from said system, to such area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.
9. Domestic wastewater treatment plants shall be operated and maintained by sewage plant operators holding a valid certificate of competency at the required level as defined in 30 TAC Chapter 30.
10. For Publicly Owned Treatment Works (POTWs), the 30-day average (or monthly average) percent removal for BOD and TSS shall not be less than 85%, unless otherwise authorized by this permit.
11. Facilities that generate industrial solid waste as defined in 30 TAC § 335.1 shall comply with these provisions:
- a. Any solid waste, as defined in 30 TAC § 335.1 (including but not limited to such wastes as garbage, refuse, sludge from a waste treatment, water supply treatment plant or air pollution control facility, discarded materials, discarded materials to be recycled, whether the waste is solid, liquid, or semisolid), generated by the permittee during the management and treatment of wastewater, must be managed in accordance with all applicable provisions of 30 TAC Chapter 335, relating to Industrial Solid Waste Management.
 - b. Industrial wastewater that is being collected, accumulated, stored, or processed before discharge through any final discharge outfall, specified by this permit, is considered to be industrial solid waste until the wastewater passes through the actual point source discharge and must be managed in accordance with all applicable provisions of 30 TAC Chapter 335.
 - c. The permittee shall provide written notification, pursuant to the requirements of 30 TAC § 335.8(b)(1), to the Corrective Action Section (MC 221) of the Remediation Division informing the Commission of any closure activity involving an Industrial Solid Waste Management Unit, at least 90 days prior to conducting such an activity.
 - d. Construction of any industrial solid waste management unit requires the prior written notification of the proposed activity to the Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division. No person shall dispose of industrial solid waste, including sludge or other solids from wastewater treatment processes, prior to fulfilling the deed recordation requirements of 30 TAC § 335.5.
 - e. The term "industrial solid waste management unit" means a landfill, surface impoundment, waste-pile, industrial furnace, incinerator, cement kiln, injection well,

City of Manor

TPDES Permit No. WQ0012900001

container, drum, salt dome waste containment cavern, or any other structure vessel, appurtenance, or other improvement on land used to manage industrial solid waste.

- f. The permittee shall keep management records for all sludge (or other waste) removed from any wastewater treatment process. These records shall fulfill all applicable requirements of 30 TAC § 335 and must include the following, as it pertains to wastewater treatment and discharge:
- i. Volume of waste and date(s) generated from treatment process;
 - ii. Volume of waste disposed of on-site or shipped off-site;
 - iii. Date(s) of disposal;
 - iv. Identity of hauler or transporter;
 - v. Location of disposal site; and
 - vi. Method of final disposal.

The above records shall be maintained on a monthly basis. The records shall be retained at the facility site, or shall be readily available for review by authorized representatives of the TCEQ for at least five years.

12. For industrial facilities to which the requirements of 30 TAC § 335 do not apply, sludge and solid wastes, including tank cleaning and contaminated solids for disposal, shall be disposed of in accordance with THSC § 361.

TCEQ Revision 08/2008

SLUDGE PROVISIONS

The permittee is authorized to dispose of sludge only at a Texas Commission on Environmental Quality (TCEQ) authorized land application site, co-disposal landfill, wastewater treatment facility, or facility that further processes sludge. **The disposal of sludge by land application on property owned, leased or under the direct control of the permittee is a violation of the permit unless the site is authorized with the TCEQ. This provision does not authorize Distribution and Marketing of Class A or Class AB Sewage Sludge. This provision does not authorize the permittee to land apply sludge on property owned, leased or under the direct control of the permittee.**

SECTION I. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE LAND APPLICATION

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.

B. Testing Requirements

1. Sewage sludge shall be tested once during the term of this permit in the Interim I phase and annually in the Interim II and Final phases in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I [Toxicity Characteristic Leaching Procedure (TCLP)] or other method that receives the prior approval of the TCEQ for the contaminants listed in 40 CFR Part 261.24, Table 1. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal. Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 11) within seven (7) days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year. Effective December 21, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

- 2. Sewage sludge shall not be applied to the land if the concentration of the pollutants exceeds the pollutant concentration criteria in Table 1. The frequency of testing for pollutants in Table 1 is found in Section I.C. of this permit.

TABLE 1

<u>Pollutant</u>	<u>Ceiling Concentration</u> <u>(Milligrams per kilogram)*</u>
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
PCBs	49
Selenium	100
Zinc	7500

* Dry weight basis

- 3. Pathogen Control

All sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site must be treated by one of the following methods to ensure that the sludge meets either the Class A, Class AB or Class B pathogen requirements.

- a. For sewage sludge to be classified as Class A with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 most probable number (MPN) per gram of total solids (dry weight basis), or the density of Salmonella sp. bacteria in the sewage sludge must be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 1 - The temperature of the sewage sludge that is used or disposed shall be maintained at or above a specific value for a period of time. See 30 TAC § 312.82(a)(2)(A) for specific information;

Alternative 5 (PFRP) - Sewage sludge that is used or disposed of must be treated in one of the Processes to Further Reduce Pathogens (PFRP) described in 40 CFR Part 503, Appendix B. PFRP include composting, heat drying, heat treatment, and thermophilic aerobic digestion; or

Alternative 6 (PFRP Equivalent) - Sewage sludge that is used or disposed of must be treated in a process that has been approved by the U. S. Environmental Protection Agency as being equivalent to those in Alternative 5.

- b. For sewage sludge to be classified as Class AB with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 MPN per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 2 - The pH of the sewage sludge that is used or disposed shall be raised to above 12 std. units and shall remain above 12 std. units for 72 hours.

The temperature of the sewage sludge shall be above 52° Celsius for 12 hours or longer during the period that the pH of the sewage sludge is above 12 std. units.

At the end of the 72-hour period during which the pH of the sewage sludge is above 12 std. units, the sewage sludge shall be air dried to achieve a percent solids in the sewage sludge greater than 50%; or

Alternative 3 - The sewage sludge shall be analyzed for enteric viruses prior to pathogen treatment. The limit for enteric viruses is less than one Plaque-forming Unit per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(i-iii) for specific information. The sewage sludge shall be analyzed for viable helminth ova prior to pathogen treatment. The limit for viable helminth ova is less than one per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(iv-vi) for specific information; or

Alternative 4 - The density of enteric viruses in the sewage sludge shall be less than one Plaque-forming Unit per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. The density of viable helminth ova in the sewage sludge shall be less than one per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed.

- c. Sewage sludge that meets the requirements of Class AB sewage sludge may be classified a Class A sewage sludge if a variance request is submitted in writing that is supported by substantial documentation demonstrating equivalent methods for reducing odors and written approval is granted by the executive director. The executive director may deny the variance request or revoke that approved variance if it is determined that the variance may potentially endanger human health or the environment, or create nuisance odor conditions.
- d. Three alternatives are available to demonstrate compliance with Class B criteria for sewage sludge.

Alternative 1

- i. A minimum of seven random samples of the sewage sludge shall be collected within 48 hours of the time the sewage sludge is used or disposed of during each monitoring episode for the sewage sludge.
- ii. The geometric mean of the density of fecal coliform in the samples collected shall be less than either 2,000,000 MPN per gram of total solids (dry weight basis) or 2,000,000 Colony Forming Units per gram of total solids (dry weight basis).

Alternative 2 - Sewage sludge that is used or disposed of shall be treated in one of the Processes to Significantly Reduce Pathogens (PSRP) described in 40 CFR Part 503, Appendix B, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;
- ii. An independent Texas Licensed Professional Engineer must make a certification to the generator of a sewage sludge that the wastewater treatment facility generating the sewage sludge is designed to achieve one of the PSRP at the permitted design loading of the facility. The certification need only be repeated if the design loading of the facility is increased. The certification shall include a statement indicating the design meets all the applicable standards specified in Appendix B of 40 CFR Part 503;
- iii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iv. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review; and
- v. If the sewage sludge is generated from a mixture of sources, resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the PSRP, and shall meet the certification, operation, and record keeping requirements of this paragraph.

Alternative 3 - Sewage sludge shall be treated in an equivalent process that has been approved by the U.S. Environmental Protection Agency, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;

- ii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iii. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review;
- iv. The Executive Director will accept from the U.S. Environmental Protection Agency a finding of equivalency to the defined PSRP; and
- v. If the sewage sludge is generated from a mixture of sources resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the Processes to Significantly Reduce Pathogens, and shall meet the certification, operation, and record keeping requirements of this paragraph.

In addition to the Alternatives 1 – 3, the following site restrictions must be met if Class B sludge is land applied:

- i. Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.
- ii. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for 4 months or longer prior to incorporation into the soil.
- iii. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than 4 months prior to incorporation into the soil.
- iv. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
- v. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
- vi. Turf grown on land where sewage sludge is applied shall not be harvested for 1 year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn.
- vii. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.

viii. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.

ix. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC § 312.44.

4. Vector Attraction Reduction Requirements

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following Alternatives 1 through 10 for vector attraction reduction.

- Alternative 1 - The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38%.
- Alternative 2 - If Alternative 1 cannot be met for an anaerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge anaerobically in the laboratory in a bench-scale unit for 40 additional days at a temperature between 30° and 37° Celsius. Volatile solids must be reduced by less than 17% to demonstrate compliance.
- Alternative 3 - If Alternative 1 cannot be met for an aerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge with percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20° Celsius. Volatile solids must be reduced by less than 15% to demonstrate compliance.
- Alternative 4 - The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process shall be equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20° Celsius.
- Alternative 5 - Sewage sludge shall be treated in an aerobic process for 14 days or longer. During that time, the temperature of the sewage sludge shall be higher than 40° Celsius and the average temperature of the sewage sludge shall be higher than 45° Celsius.
- Alternative 6 - The pH of sewage sludge shall be raised to 12 or higher by alkali addition and, without the addition of more alkali shall remain at 12 or higher for two hours and then remain at a pH of 11.5 or higher for an additional 22 hours at the time the sewage sludge is prepared for sale or given away in a bag or other container.
- Alternative 7 - The percent solids of sewage sludge that does not contain unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 75% based on the moisture content and total solids prior to mixing with other materials. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

Alternative 8 - The percent solids of sewage sludge that contains unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 90% based on the moisture content and total solids prior to mixing with other materials at the time the sludge is used. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

- Alternative 9 -
 - i. Sewage sludge shall be injected below the surface of the land.
 - ii. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected.
 - iii. When sewage sludge that is injected below the surface of the land is Class A or Class AB with respect to pathogens, the sewage sludge shall be injected below the land surface within eight hours after being discharged from the pathogen treatment process.

- Alternative 10-
 - i. Sewage sludge applied to the land surface or placed on a surface disposal site shall be incorporated into the soil within six hours after application to or placement on the land.
 - ii. When sewage sludge that is incorporated into the soil is Class A or Class AB with respect to pathogens, the sewage sludge shall be applied to or placed on the land within eight hours after being discharged from the pathogen treatment process.

C. Monitoring Requirements

- Toxicity Characteristic Leaching Procedure (TCLP) Test - once during the term of this permit in the Interim I phase and annually in the Interim II and Final phases
- PCBs - once during the term of this permit in the Interim I phase and annually in the Interim II and Final phases

All metal constituents and fecal coliform or *Salmonella* sp. bacteria shall be monitored at the appropriate frequency shown below, pursuant to 30 TAC § 312.46(a)(1):

<u>Amount of sewage sludge (*) metric tons per 365-day period</u>	<u>Monitoring Frequency</u>
0 to less than 290	Once/Year
290 to less than 1,500	Once/Quarter
1,500 to less than 15,000	Once/Two Months
15,000 or greater	Once/Month

(*) *The amount of bulk sewage sludge applied to the land (dry wt. basis).*

City of Manor

TPDES Permit No. WQ0012900001

Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC § 312.7

Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.

Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.

SECTION II. REQUIREMENTS SPECIFIC TO BULK SEWAGE SLUDGE FOR APPLICATION TO THE LAND MEETING CLASS A, CLASS AB or B PATHOGEN REDUCTION AND THE CUMULATIVE LOADING RATES IN TABLE 2, OR CLASS B PATHOGEN REDUCTION AND THE POLLUTANT CONCENTRATIONS IN TABLE 3

For those permittees meeting Class A, Class AB or B pathogen reduction requirements and that meet the cumulative loading rates in Table 2 below, or the Class B pathogen reduction requirements and contain concentrations of pollutants below listed in Table 3, the following conditions apply:

A. Pollutant Limits

Table 2

<u>Pollutant</u>	<u>Cumulative Pollutant Loading Rate (pounds per acre)*</u>
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3

<u>Pollutant</u>	<u>Monthly Average Concentration (milligrams per kilogram)*</u>
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

*Dry weight basis

B. Pathogen Control

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, a reclamation site, shall be treated by either Class A, Class AB or Class B pathogen reduction requirements as defined above in Section I.B.3.

C. Management Practices

1. Bulk sewage sludge shall not be applied to agricultural land, forest, a public contact site, or a reclamation site that is flooded, frozen, or snow-covered so that the bulk sewage sludge enters a wetland or other waters in the State.
2. Bulk sewage sludge not meeting Class A requirements shall be land applied in a manner which complies with Applicability in accordance with 30 TAC §312.41 and the Management Requirements in accordance with 30 TAC § 312.44.
3. Bulk sewage sludge shall be applied at or below the agronomic rate of the cover crop.
4. An information sheet shall be provided to the person who receives bulk sewage sludge sold or given away. The information sheet shall contain the following information:
 - a. The name and address of the person who prepared the sewage sludge that is sold or given away in a bag or other container for application to the land.
 - b. A statement that application of the sewage sludge to the land is prohibited except in accordance with the instruction on the label or information sheet.
 - c. The annual whole sludge application rate for the sewage sludge application rate for the sewage sludge that does not cause any of the cumulative pollutant loading rates in Table 2 above to be exceeded, unless the pollutant concentrations in Table 3 found in Section II above are met.

D. Notification Requirements

1. If bulk sewage sludge is applied to land in a State other than Texas, written notice shall be provided prior to the initial land application to the permitting authority for the State in which the bulk sewage sludge is proposed to be applied. The notice shall include:
 - a. The location, by street address, and specific latitude and longitude, of each land application site.
 - b. The approximate time period bulk sewage sludge will be applied to the site.
 - c. The name, address, telephone number, and National Pollutant Discharge Elimination System permit number (if appropriate) for the person who will apply the bulk sewage sludge.
2. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

E. Record keeping Requirements

The sludge documents will be retained at the facility site and/or shall be readily available for review by a TCEQ representative. The person who prepares bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at

the facility site and/or shall be readily available for review by a TCEQ representative for a period of five years. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply.

1. The concentration (mg/kg) in the sludge of each pollutant listed in Table 3 above and the applicable pollutant concentration criteria (mg/kg), or the applicable cumulative pollutant loading rate and the applicable cumulative pollutant loading rate limit (lbs/ac) listed in Table 2 above.
2. A description of how the pathogen reduction requirements are met (including site restrictions for Class AB and Class B sludge, if applicable).
3. A description of how the vector attraction reduction requirements are met.
4. A description of how the management practices listed above in Section II.C are being met.
5. The following certification statement:

“I certify, under penalty of law, that the applicable pathogen requirements in 30 TAC § 312.82(a) or (b) and the vector attraction reduction requirements in 30 TAC § 312.83(b) have been met for each site on which bulk sewage sludge is applied. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices have been met. I am aware that there are significant penalties for false certification including fine and imprisonment.”
6. The recommended agronomic loading rate from the references listed in Section II.C.3. above, as well as the actual agronomic loading rate shall be retained. The person who applies bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative indefinitely. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply:
 - a. A certification statement that all applicable requirements (specifically listed) have been met, and that the permittee understands that there are significant penalties for false certification including fine and imprisonment. See 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii), as applicable, and to the permittee’s specific sludge treatment activities.
 - b. The location, by street address, and specific latitude and longitude, of each site on which sludge is applied.
 - c. The number of acres in each site on which bulk sludge is applied.
 - d. The date and time sludge is applied to each site.

- e. The cumulative amount of each pollutant in pounds/acre listed in Table 2 applied to each site.
- f. The total amount of sludge applied to each site in dry tons.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

F. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year the following information. Effective December 21, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.
3. Results of tests performed for pollutants found in either Table 2 or 3 as appropriate for the permittee's land application practices.
4. The frequency of monitoring listed in Section I.C. that applies to the permittee.
5. Toxicity Characteristic Leaching Procedure (TCLP) results.
6. PCB concentration in sludge in mg/kg.
7. Identity of hauler(s) and TCEQ transporter number.
8. Date(s) of transport.
9. Texas Commission on Environmental Quality registration number, if applicable.
10. Amount of sludge disposal dry weight (lbs/acre) at each disposal site.
11. The concentration (mg/kg) in the sludge of each pollutant listed in Table 1 (defined as a monthly average) as well as the applicable pollutant concentration criteria (mg/kg) listed in Table 3 above, or the applicable pollutant loading rate limit (lbs/acre) listed in Table 2 above if it exceeds 90% of the limit.
12. Level of pathogen reduction achieved (Class A, Class AB or Class B).
13. Alternative used as listed in Section I.B.3.(a. or b.). Alternatives describe how the pathogen reduction requirements are met. If Class B sludge, include information on how site restrictions were met.

14. Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.
15. Vector attraction reduction alternative used as listed in Section I.B.4.
16. Amount of sludge transported in dry tons/year.
17. The certification statement listed in either 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii) as applicable to the permittee's sludge treatment activities, shall be attached to the annual reporting form.
18. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2, the permittee shall report the following information as an attachment to the annual reporting form.
 - a. The location, by street address, and specific latitude and longitude.
 - b. The number of acres in each site on which bulk sewage sludge is applied.
 - c. The date and time bulk sewage sludge is applied to each site.
 - d. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 in the bulk sewage sludge applied to each site.
 - e. The amount of sewage sludge (i.e., dry tons) applied to each site.

The above records shall be maintained on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

**SECTION III. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE
DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL**

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
- B. If the permittee generates sewage sludge and supplies that sewage sludge to the owner or operator of a municipal solid waste landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.
- C. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.
- D. Sewage sludge shall be tested once during the term of this permit in the Interim I phase and annually in the Interim II and Final phases in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR § 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 11) of the appropriate TCEQ field office within 7 days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

- E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.
- F. Record keeping Requirements

The permittee shall develop the following information and shall retain the information for five years.

City of Manor

TPDES Permit No. WQ0012900001

1. The description (including procedures followed and the results) of all liquid Paint Filter Tests performed.
2. The description (including procedures followed and results) of all TCLP tests performed.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

G. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year the following information. Effective December 21, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. Toxicity Characteristic Leaching Procedure (TCLP) results.
3. Annual sludge production in dry tons/year.
4. Amount of sludge disposed in a municipal solid waste landfill in dry tons/year.
5. Amount of sludge transported interstate in dry tons/year.
6. A certification that the sewage sludge meets the requirements of 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
7. Identity of hauler(s) and transporter registration number.
8. Owner of disposal site(s).
9. Location of disposal site(s).
10. Date(s) of disposal.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

SECTION IV. REQUIREMENTS APPLYING TO SLUDGE TRANSPORTED TO ANOTHER FACILITY FOR FURTHER PROCESSING

These provisions apply to sludge that is transported to another wastewater treatment facility or facility that further processes sludge. These provisions are intended to allow transport of sludge to facilities that have been authorized to accept sludge. These provisions do not limit the ability of the receiving facility to determine whether to accept the sludge, nor do they limit the ability of the receiving facility to request additional testing or documentation.

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. Sludge may only be transported using a registered transporter or using an approved pipeline.

B. Record Keeping Requirements

1. For sludge transported by an approved pipeline, the permittee must maintain records of the following:
 - a. the amount of sludge transported;
 - b. the date of transport;
 - c. the name and TCEQ permit number of the receiving facility or facilities;
 - d. the location of the receiving facility or facilities;
 - e. the name and TCEQ permit number of the facility that generated the waste; and
 - f. copy of the written agreement between the permittee and the receiving facility to accept sludge.
2. For sludge transported by a registered transporter, the permittee must maintain records of the completed trip tickets in accordance with 30 TAC § 312.145(a)(1)-(7) and amount of sludge transported.
3. The above records shall be maintained on-site on a monthly basis and shall be made available to the TCEQ upon request. These records shall be retained for at least five years.

C. Reporting Requirements

The permittee shall report the following information annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year. Effective December 21, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. the annual sludge production;
3. the amount of sludge transported;
4. the owner of each receiving facility;
5. the location of each receiving facility; and
6. the date(s) of disposal at each receiving facility.

TCEQ Revision 10/2019

OTHER REQUIREMENTS

1. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations, and, in particular, 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

This Category C (Interim I and Interim II phases), and Category B (Final phase) facility must be operated by a chief operator or an operator holding a Category C (Interim I and Interim II phases), and Category B (Final phase) license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift that does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

2. The facility is not located in the Coastal Management Program boundary.
3. Chronic toxic criteria apply at the edge of the mixing zone. The mixing zone is defined as 300 feet downstream and 100 feet upstream from the point of discharge.
4. The permittee shall comply with the requirements of 30 TAC § 309.13(a) through (d). In addition, by ownership of the required buffer zone area, the permittee shall comply with the requirements of 30 TAC § 309.13(e). The permittee has submitted sufficient evidence of legal restrictions prohibiting residential structures within the part of the buffer zone not owned by the permittee according to 30 TAC § 309.13(e)(3). (See Attachment A).
5. The permittee shall provide facilities for the protection of its wastewater treatment facility from a 100-year flood.
6. Prior to construction of the Interim II and Final phase treatment facilities, the permittee shall submit to the TCEQ Wastewater Permitting Section (MC 148) a summary submittal letter in accordance with the requirements in 30 TAC Section 217.6(c). If requested by the Wastewater Permitting Section, the permittee shall submit plans, specifications, and a final engineering design report, which comply with 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems. The permittee shall clearly show how the treatment system will meet the permitted effluent limitations required on Page 2a and 2b of this permit.
7. The permittee shall notify the TCEQ Regional Office (MC Region 11) and the Applications Review and Processing Team (MC 148) of the Water Quality Division, in writing at least forty-five (45) days prior to the completion of the Interim II and Final phase facilities.
8. Within 180 days of commencing discharges from the Interim II phase, the permittee shall submit representative values of the previously approved sampling project prepared by Jay Engineering, September 2010. The permittee shall collect representative values of ambient Total Dissolved Solids, Total Sulfate, and Total Chloride (Total Sulfate and Total Chloride have been added to this project based on the May 7, 2015 memo from the Standards Implementation Team). The permittee shall submit a sampling project for Wilbarger Creek to the Standards Implementation Team (MC150) of the Water Quality Assessment Section for review and approval prior to any sampling. The sampling project shall be conducted to

collect representative values of ambient Total Dissolved Solids. A minimum of one sampling station on Wilbarger Creek should be located upstream of the discharge point in an area unimpacted by other wastewater discharges. If necessary, a tributary characteristic of Wilbarger Creek within the same watershed may be selected if a suitable site on Wilbarger Creek is not located. Sampling shall be done at a minimum frequency of once per month until the permit is reissued. The data should reflect baseline conditions as best as possible. Data collection and analytical methods shall conform to guidelines set forth in the Surface Water Quality Monitoring Procedures, Volume 1 (December 2003).

9. The monitoring and reporting requirements for Total Dissolved Solids, Total Sulfate, and Total Chloride shall continue until the permit is reissued, at which time site-specific criteria may be developed for inclusion in the permit.
10. In accordance with 30 TAC § 319.9, a permittee that has at least twelve months of uninterrupted compliance with its bacteria limit may notify the commission in writing of its compliance and request a less frequent measurement schedule. To request a less frequent schedule, the permittee shall submit a written request to the TCEQ Wastewater Permitting Section (MC 148) for each phase that includes a different monitoring frequency. The request must contain all of the reported bacteria values (Daily Avg. and Daily Max/Single Grab) for the twelve consecutive months immediately prior to the request. If the Executive Director finds that a less frequent measurement schedule is protective of human health and the environment, the permittee may be given a less frequent measurement schedule. For this permit, 1/month may be reduced to 1/quarter in the Interim I phase, and 1/week may be reduced to 2/month in the Interim II and Final phases. **A violation of any bacteria limit by a facility that has been granted a less frequent measurement schedule will require the permittee to return to the standard frequency schedule and submit written notice to the TCEQ Wastewater Permitting Section (MC 148).** The permittee may not apply for another reduction in measurement frequency for at least 24 months from the date of the last violation. The Executive Director may establish a more frequent measurement schedule, if necessary, to protect human health or the environment.

CONTRIBUTING INDUSTRIES AND PRETREATMENT REQUIREMENTS

1. The following pollutants may not be introduced into the treatment facility:
 - a. Pollutants which create a fire or explosion hazard in the publicly owned treatment works (POTW), including, but not limited to, waste streams with a closed-cup flash point of less than 140° Fahrenheit (60° Celsius) using the test methods specified in 40 CFR § 261.21;
 - b. Pollutants which will cause corrosive structural damage to the POTW, but in no case shall there be discharges with a pH lower than 5.0 standard units, unless the works are specifically designed to accommodate such discharges;
 - c. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW, resulting in Interference;
 - d. Any pollutant, including oxygen-demanding pollutants (e.g., biochemical oxygen demand), released in a discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW;
 - e. Heat in amounts which will inhibit biological activity in the POTW, resulting in Interference, but in no case shall there be heat in such quantities that the temperature at the POTW treatment plant exceeds 104° Fahrenheit (40° Celsius) unless the Executive Director, upon request of the POTW, approves alternate temperature limits;
 - f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through;
 - g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems; and
 - h. Any trucked or hauled pollutants except at discharge points designated by the POTW.
2. The permittee shall require any indirect discharger to the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act, including any requirements established under 40 CFR Part 403 [*rev. Federal Register/ Vol. 70/ No. 198/ Friday, October 14, 2005/ Rules and Regulations, pages 60134-60798*].
3. The permittee shall provide adequate notification to the Executive Director, care of the Wastewater Permitting Section (MC 148) of the Water Quality Division, within 30 days subsequent to the permittee's knowledge of either of the following:
 - a. Any new introduction of pollutants into the treatment works from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into the treatment works by a source introducing pollutants into the treatment works at the time of issuance of the permit.

Any notice shall include information on the quality and quantity of effluent to be introduced into the treatment works and any anticipated impact of the change on the quality or quantity of effluent to be discharged from the POTW.

Revised July 2007

BIOMONITORING REQUIREMENTS**CHRONIC BIOMONITORING REQUIREMENTS: FRESHWATER**

The provisions of this section apply to Outfall 001 for whole effluent toxicity (WET) testing.

1. Scope, Frequency, and Methodology

- a. The permittee shall test the effluent for toxicity in accordance with the provisions below. Such testing will determine if an appropriately dilute effluent sample adversely affects the survival, reproduction, or growth of the test organisms.
- b. Within 60 days of initial discharge from the 1.33 MGD facility, the permittee shall conduct the following toxicity tests using the test organisms, procedures, and quality assurance requirements specified in this part of this permit and in accordance with "Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms," fourth edition (EPA-821-R-02-013) or its most recent update:
 - 1) Chronic static renewal survival and reproduction test using the water flea (*Ceriodaphnia dubia*) (Method 1002.0). This test should be terminated when 60% of the surviving adults in the control produce three broods or at the end of eight days, whichever occurs first. This test shall be conducted once per quarter.
 - 2) Chronic static renewal 7-day larval survival and growth test using the fathead minnow (*Pimephales promelas*) (Method 1000.0). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution. This test shall be conducted once per quarter.

The permittee must perform and report a valid test for each test species during the prescribed reporting period. An invalid test must be repeated during the same reporting period. An invalid test is defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

- c. The permittee shall use five effluent dilution concentrations and a control in each toxicity test. These effluent dilution concentrations are 31%, 41%, 54%, 73%, and 97% effluent. The critical dilution, defined as 97% effluent, is the effluent concentration representative of the proportion of effluent in the receiving water during critical low flow or critical mixing conditions.
- d. This permit may be amended to require a WET limit, a chemical-specific effluent limit, a best management practice, or other appropriate actions to address toxicity. The permittee may be required to conduct a toxicity reduction evaluation (TRE) after multiple toxic events.
- e. Testing Frequency Reduction
 - 1) If none of the first four consecutive quarterly tests demonstrates significant toxicity, the permittee may submit this information in writing

and, upon approval, reduce the testing frequency to once per six months for the invertebrate test species and once per year for the vertebrate test species.

- 2) If one or more of the first four consecutive quarterly tests demonstrates significant toxicity, the permittee shall continue quarterly testing for that species until this permit is reissued. If a testing frequency reduction had been previously granted and a subsequent test demonstrates significant toxicity, the permittee shall resume a quarterly testing frequency for that species until this permit is reissued.

2. Required Toxicity Testing Conditions

- a. Test Acceptance - The permittee shall repeat any toxicity test, including the control and all effluent dilutions, which fail to meet the following criteria:
 - 1) a control mean survival of 80% or greater;
 - 2) a control mean number of water flea neonates per surviving adult of 15 or greater;
 - 3) a control mean dry weight of surviving fathead minnow larvae of 0.25 mg or greater;
 - 4) a control coefficient of variation percent (CV%) of 40 or less in between replicates for the young of surviving females in the water flea test; and the growth and survival endpoints in the fathead minnow test;
 - 5) a critical dilution CV% of 40 or less for the young of surviving females in the water flea test; and the growth and survival endpoints for the fathead minnow test. However, if statistically significant lethal or nonlethal effects are exhibited at the critical dilution, a CV% greater than 40 shall not invalidate the test;
 - 6) a percent minimum significant difference of 47 or less for water flea reproduction; and
 - 7) a percent minimum significant difference of 30 or less for fathead minnow growth.
- b. Statistical Interpretation
 - 1) For the water flea survival test, the statistical analyses used to determine if there is a significant difference between the control and an effluent dilution shall be the Fisher's exact test as described in the manual referenced in in Part 1.b.
 - 2) For the water flea reproduction test and the fathead minnow larval survival and growth tests, the statistical analyses used to determine if there is a significant difference between the control and an effluent dilution shall be in accordance with the manual referenced in Part 1.b.
 - 3) The permittee is responsible for reviewing test concentration-response relationships to ensure that calculated test-results are interpreted and reported correctly. The document entitled "Method Guidance and Recommendation for Whole Effluent Toxicity (WET) Testing (40 CFR

Part 136)" (EPA 821-B-00-004) provides guidance on determining the validity of test results.

- 4) If significant lethality is demonstrated (that is, there is a statistically significant difference in survival at the critical dilution when compared to the survival in the control), the conditions of test acceptability are met, and the survival of the test organisms are equal to or greater than 80% in the critical dilution and all dilutions below that, then the permittee shall report a survival No Observed Effect Concentration (NOEC) of not less than the critical dilution for the reporting requirements.
- 5) The NOEC is defined as the greatest effluent dilution at which no significant effect is demonstrated. The Lowest Observed Effect Concentration (LOEC) is defined as the lowest effluent dilution at which a significant effect is demonstrated. A significant effect is defined as a statistically significant difference between the survival, reproduction, or growth of the test organism in a specified effluent dilution when compared to the survival, reproduction, or growth of the test organism in the control.
- 6) The use of NOECs and LOECs assumes either a monotonic (continuous) concentration-response relationship or a threshold model of the concentration-response relationship. For any test result that demonstrates a non-monotonic (non-continuous) response, the NOEC should be determined based on the guidance manual referenced in Item 3.
- 7) Pursuant to the responsibility assigned to the permittee in Part 2.b.3), test results that demonstrate a non-monotonic (non-continuous) concentration-response relationship may be submitted, prior to the due date, for technical review. The guidance manual referenced in Item 3 will be used when making a determination of test acceptability.
- 8) TCEQ staff will review test results for consistency with rules, procedures, and permit requirements.

c. Dilution Water

- 1) Dilution water used in the toxicity tests must be the receiving water collected at a point upstream of the discharge point as close as possible to the discharge point but unaffected by the discharge. Where the toxicity tests are conducted on effluent discharges to receiving waters that are classified as intermittent streams, or where the toxicity tests are conducted on effluent discharges where no receiving water is available due to zero flow conditions, the permittee shall:
 - a) substitute a synthetic dilution water that has a pH, hardness, and alkalinity similar to that of the closest downstream perennial water unaffected by the discharge; or
 - b) use the closest downstream perennial water unaffected by the discharge.
- 2) Where the receiving water proves unsatisfactory as a result of pre-existing instream toxicity (i.e. fails to fulfill the test acceptance criteria of Part

2.a.), the permittee may substitute synthetic dilution water for the receiving water in all subsequent tests provided the unacceptable receiving water test met the following stipulations:

- a) a synthetic lab water control was performed (in addition to the receiving water control) which fulfilled the test acceptance requirements of Part 2.a;
 - b) the test indicating receiving water toxicity was carried out to completion (i.e., 7 days); and
 - c) the permittee submitted all test results indicating receiving water toxicity with the reports and information required in Part 3.
- 3) The synthetic dilution water shall consist of standard, moderately hard, reconstituted water. Upon approval, the permittee may substitute other appropriate dilution water with chemical and physical characteristics similar to that of the receiving water.

d. **Samples and Composites**

- 1) The permittee shall collect a minimum of three composite samples from Outfall 001. The second and third composite samples will be used for the renewal of the dilution concentrations for each toxicity test.
- 2) The permittee shall collect the composite samples such that the samples are representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance being discharged on an intermittent basis.
- 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the first composite sample. The holding time for any subsequent composite sample shall not exceed 72 hours. Samples shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
- 4) If Outfall 001 ceases discharging during the collection of effluent samples, the requirements for the minimum number of effluent samples, the minimum number of effluent portions, and the sample holding time are waived during that sampling period. However, the permittee must have collected an effluent composite sample volume sufficient to complete the required toxicity tests with renewal of the effluent. When possible, the effluent samples used for the toxicity tests shall be collected on separate days if the discharge occurs over multiple days. The sample collection duration and the static renewal protocol associated with the abbreviated sample collection must be documented in the full report.
- 5) The effluent samples shall not be dechlorinated after sample collection.

3. **Reporting**

All reports, tables, plans, summaries, and related correspondence required in this section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted in accordance with the manual referenced in Part 1.b. for every valid and invalid toxicity test initiated whether carried to completion or not.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 1 forms provided with this permit.
 - 1) Annual biomonitoring test results are due on or before January 20th for biomonitoring conducted during the previous 12-month period.
 - 2) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6-month period.
 - 3) Quarterly biomonitoring test results are due on or before April 20th, July 20th, October 20th, and January 20th for biomonitoring conducted during the previous calendar quarter.
 - 4) Monthly biomonitoring test results are due on or before the 20th day of the month following sampling.
- c. Enter the following codes for the appropriate parameters for valid tests only:
 - 1) For the water flea, Parameter TLP3B, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
 - 2) For the water flea, Parameter TOP3B, report the NOEC for survival.
 - 3) For the water flea, Parameter TXP3B, report the LOEC for survival.
 - 4) For the water flea, Parameter TWP3B, enter a "1" if the NOEC for reproduction is less than the critical dilution; otherwise, enter a "0."
 - 5) For the water flea, Parameter TPP3B, report the NOEC for reproduction.
 - 6) For the water flea, Parameter TYP3B, report the LOEC for reproduction.
 - 7) For the fathead minnow, Parameter TLP6C, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
 - 8) For the fathead minnow, Parameter TOP6C, report the NOEC for survival.
 - 9) For the fathead minnow, Parameter TXP6C, report the LOEC for survival.
 - 10) For the fathead minnow, Parameter TWP6C, enter a "1" if the NOEC for growth is less than the critical dilution; otherwise, enter a "0."
 - 11) For the fathead minnow, Parameter TPP6C, report the NOEC for growth.
 - 12) For the fathead minnow, Parameter TYP6C, report the LOEC for growth.
- d. Enter the following codes for retests only:
 - 1) For retest number 1, Parameter 22415, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
 - 2) For retest number 2, Parameter 22416, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."

4. Persistent Toxicity

The requirements of this Part apply only when a test demonstrates a significant effect at the critical dilution. Significant lethality and significant effect were defined in Part 2.b. Significant sublethality is defined as a statistically significant difference in growth/reproduction at the critical dilution when compared to the growth/reproduction in the control.

- a. The permittee shall conduct a total of 2 additional tests (retests) for any species that demonstrates a significant effect (lethal or sublethal) at the critical dilution. The two retests shall be conducted monthly during the next two consecutive months. The permittee shall not substitute either of the two retests in lieu of routine toxicity testing. All reports shall be submitted within 20 days of test completion. Test completion is defined as the last day of the test.
- b. If the retests are performed due to a demonstration of significant lethality, and one or both of the two retests specified in Part 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5. The provisions of Part 4.a. are suspended upon completion of the two retests and submittal of the TRE action plan and schedule defined in Part 5.

If neither test demonstrates significant lethality and the permittee is testing under the reduced testing frequency provision of Part 1.e., the permittee shall return to a quarterly testing frequency for that species.

- c. If the two retests are performed due to a demonstration of significant sublethality, and one or both of the two retests specified in Part 4.a. demonstrates significant lethality, the permittee shall again perform two retests as stipulated in Part 4.a.
- d. If the two retests are performed due to a demonstration of significant sublethality, and neither test demonstrates significant lethality, the permittee shall continue testing at the quarterly frequency.
- e. Regardless of whether retesting for lethal or sublethal effects, or a combination of the two, no more than one retest per month is required for a species.

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, or within 45 days of being so instructed due to multiple toxic events, the permittee shall submit a general outline for initiating a TRE. The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, or within 90 days of being so instructed due to multiple toxic events, the permittee shall submit a TRE action plan and schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical

analyses to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE action plan shall describe an approach for the reduction or elimination of lethality for both test species defined in Part 1.b. At a minimum, the TRE action plan shall include the following:

- 1) Specific Activities - The TRE action plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled "Toxicity Identification Evaluation: Characterization of Chronically Toxic Effluents, Phase I" (EPA/600/6-91/005F) or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled "Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations: Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;
 - 2) Sampling Plan - The TRE action plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/identification/confirmation procedures and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects a specific pollutant and source of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant and source of effluent toxicity;
 - 3) Quality Assurance Plan - The TRE action plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, and mechanisms to detect artifactual toxicity; and
 - 4) Project Organization - The TRE action plan should describe the project staff, project manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE action plan and schedule, the permittee shall implement the TRE.
- d. The permittee shall submit quarterly TRE activities reports concerning the progress of the TRE. The quarterly reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:

- 1) results and interpretation of any chemical-specific analyses for the identified and suspected pollutant performed during the quarter;
 - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;
 - 3) any data and substantiating documentation which identifies the pollutant(s) and source of effluent toxicity;
 - 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
 - 5) any data that identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to meet no significant lethality at the critical dilution; and
 - 6) any changes to the initial TRE plan and schedule that are believed necessary as a result of the TRE findings.
- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species. Testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality, i.e., there is a cessation of lethality, the permittee may end the TRE. A cessation of lethality is defined as no significant lethality for a period of 12 consecutive months with at least monthly testing. At the end of the 12 months, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. Corrective actions are defined as proactive efforts that eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a final report on the TRE activities no later than 28 months from the last test day of the retest that confirmed significant lethal effects at the critical dilution. The permittee may petition the Executive Director (in writing) for an extension of the 28-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification

City of Manor

TPDES Permit No. WQ0012900001

evaluation/TRE. The report shall provide information pertaining to the specific control mechanism selected that will, when implemented, result in the reduction of effluent toxicity to no significant lethality at the critical dilution. The report shall also provide a specific corrective action schedule for implementing the selected control mechanism.

- h. Based on the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements, where necessary, require a compliance schedule for implementation of corrective actions, specify a WET limit, specify a best management practice, and specify a chemical-specific limit.
- i. Copies of any and all required TRE plans and reports shall also be submitted to the U.S. EPA Region 6 office, 6WQ-PO.

TABLE 1 (SHEET 2 OF 4)

CERIODAPHNIA DUBIA SURVIVAL AND REPRODUCTION TEST

1. Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean number of young produced per adult significantly less than the number of young per adult in the control for the % effluent corresponding to significant nonlethal effects?

CRITICAL DILUTION (97%): _____ YES _____ NO

PERCENT SURVIVAL

Time of Reading	Percent effluent					
	0%	31%	41%	54%	73%	97%
24h						
48h						
End of Test						

2. Fisher's Exact Test:

Is the mean survival at test end significantly less than the control survival for the % effluent corresponding to lethality?

CRITICAL DILUTION (97%): _____ YES _____ NO

3. Enter percent effluent corresponding to each NOEC\LOEC below:

a.) NOEC survival = _____% effluent

b.) LOEC survival = _____% effluent

c.) NOEC reproduction = _____% effluent

d.) LOEC reproduction = _____% effluent

**TABLE 1 (SHEET 3 OF 4)
BIOMONITORING REPORTING
FATHEAD MINNOW LARVAE GROWTH AND SURVIVAL**

Dates and Times Composites Collected No. 1 FROM: _____ Date Time TO: _____ Date Time
 No. 2 FROM: _____ TO: _____
 No. 3 FROM: _____ TO: _____

Test initiated: _____ am/pm _____ date

Dilution water used: _____ Receiving water _____ Synthetic dilution water

FATHEAD MINNOW GROWTH DATA

Effluent Concentration	Average Dry Weight in replicate chambers					Mean Dry Weight	CV%*
	A	B	C	D	E		
0%							
31%							
41%							
54%							
73%							
97%							
PMSD							

* Coefficient of Variation = standard deviation x 100/mean

- Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean dry weight (growth) at 7 days significantly less than the control's dry weight (growth) for the % effluent corresponding to significant nonlethal effects?

CRITICAL DILUTION (97%): _____ YES _____ NO

TABLE 1 (SHEET 4 OF 4)
 BIOMONITORING REPORTING
 FATHEAD MINNOW GROWTH AND SURVIVAL TEST
 FATHEAD MINNOW SURVIVAL DATA

Effluent Concentration	Percent Survival in replicate chambers					Mean percent survival			CV%*
	A	B	C	D	E	24h	48h	7 day	
0%									
31%									
41%									
54%									
73%									
97%									

* Coefficient of Variation = standard deviation x 100/mean

2. Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean survival at 7 days significantly less than the control survival for the % effluent corresponding to lethality?

CRITICAL DILUTION (97%): _____ YES _____ NO

3. Enter percent effluent corresponding to each NOEC\LOEC below:

a.) NOEC survival = _____ % effluent

b.) LOEC survival = _____ % effluent

c.) NOEC growth = _____ % effluent

d.) LOEC growth = _____ % effluent

24-HOUR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

The provisions of this section apply to Outfall 001 for whole effluent toxicity (WET) testing.

1. Scope, Frequency, and Methodology

- a. The permittee shall test the effluent for lethality in accordance with the provisions in this section. Such testing will determine compliance with Texas Surface Water Quality Standard 30 TAC § 307.6(e)(2)(B), which requires greater than 50% survival of the appropriate test organisms in 100% effluent for a 24-hour period.
- b. Within 60 days of initial discharge from the 1.33 MGD facility, the toxicity tests specified shall be conducted once per six months. The permittee shall conduct the following toxicity tests using the test organisms, procedures, and quality assurance requirements specified in this section of the permit and in accordance with "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms," fifth edition (EPA-821-R-02-012) or its most recent update:
 - 1) Acute 24-hour static toxicity test using the water flea (*Daphnia pulex* or *Ceriodaphnia dubia*). A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution.
 - 2) Acute 24-hour static toxicity test using the fathead minnow (*Pimephales promelas*). A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution.

A valid test result must be submitted for each reporting period. The permittee must report, and then repeat, an invalid test during the same reporting period. The repeat test shall include the control and the 100% effluent dilution and use the appropriate number of organisms and replicates, as specified above. An invalid test is defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

- c. In addition to an appropriate control, a 100% effluent concentration shall be used in the toxicity tests. The control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.
 - d. This permit may be amended to require a WET limit, a best management practice, a chemical-specific limit, or other appropriate actions to address toxicity. The permittee may be required to conduct a toxicity reduction evaluation (TRE) after multiple toxic events.
2. Required Toxicity Testing Conditions
- a. Test Acceptance - The permittee shall repeat any toxicity test, including the control, if the control fails to meet a mean survival equal to or greater than 90%.

- b. Dilution Water - In accordance with Part 1.c., the control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.
- c. Samples and Composites
 - 1) The permittee shall collect one composite sample from Outfall 001.
 - 2) The permittee shall collect the composite sample such that the sample is representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance being discharged.
 - 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the composite sample. The sample shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
 - 4) If Outfall 001 ceases discharging during the collection of the effluent composite sample, the requirements for the minimum number of effluent portions are waived. However, the permittee must have collected a composite sample volume sufficient for completion of the required test. The abbreviated sample collection, duration, and methodology must be documented in the full report.
 - 5) The effluent sample shall not be dechlorinated after sample collection.

3. Reporting

All reports, tables, plans, summaries, and related correspondence required in this section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted in accordance with the manual referenced in Part 1.b. for every valid and invalid toxicity test initiated.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 2 forms provided with this permit.
 - 1) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6-month period.
 - 2) Quarterly biomonitoring test results are due on or before April 20th, July 20th, and October 20th, and January 20th for biomonitoring conducted during the previous calendar quarter.
- c. Enter the following codes for the appropriate parameters for valid tests only:
 - 1) For the water flea, Parameter TIE3D, enter a "0" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter a "1."
 - 2) For the fathead minnow, Parameter TIE6C, enter a "0" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter a "1."

- d. Enter the following codes for retests only:
- 1) For retest number 1, Parameter 22415, enter a "0" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter a "1."
 - 2) For retest number 2, Parameter 22416, enter a "0" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter a "1."

4. Persistent Mortality

The requirements of this part apply when a toxicity test demonstrates significant lethality, which is defined as a mean mortality of 50% or greater of organisms exposed to the 100% effluent concentration for 24 hours.

- a. The permittee shall conduct 2 additional tests (retests) for each species that demonstrates significant lethality. The two retests shall be conducted once per week for 2 weeks. Five effluent dilution concentrations in addition to an appropriate control shall be used in the retests. These effluent concentrations are 6%, 13%, 25%, 50% and 100% effluent. The first retest shall be conducted within 15 days of the laboratory determination of significant lethality. All test results shall be submitted within 20 days of test completion of the second retest. Test completion is defined as the 24th hour.
- b. If one or both of the two retests specified in Part 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5.

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, the permittee shall submit a general outline for initiating a TRE. The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, the permittee shall submit a TRE action plan and schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analyses to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE action plan shall lead to the successful elimination of significant lethality for both test species defined in Part 1.b. At a minimum, the TRE action plan shall include the following:
 - 1) Specific Activities - The TRE action plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple

characterizations and follow the procedures specified in the document entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures" (EPA/600/6-91/003) or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations: Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;

- 2) Sampling Plan - The TRE action plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/identification/confirmation procedures and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects specific pollutant and source of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant and source of effluent toxicity;
- 3) Quality Assurance Plan - The TRE action plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, and mechanisms to detect artifactual toxicity; and
- 4) Project Organization - The TRE Action Plan should describe the project staff, project manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.

c. Within 30 days of submittal of the TRE action plan and schedule, the permittee shall implement the TRE.

d. The permittee shall submit quarterly TRE activities reports concerning the progress of the TRE. The quarterly TRE activities reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:

- 1) results and interpretation of any chemical-specific analyses for the identified and suspected pollutant performed during the quarter;
- 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;
- 3) any data and substantiating documentation that identifies the pollutant and source of effluent toxicity;
- 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;

- 5) any data that identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to eliminate significant lethality; and
 - 6) any changes to the initial TRE plan and schedule that are believed necessary as a result of the TRE findings.
- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species. Testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality, i.e., there is a cessation of lethality, the permittee may end the TRE. A cessation of lethality is defined as no significant lethality for a period of 12 consecutive weeks with at least weekly testing. At the end of the 12 weeks, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. Corrective actions are defined as proactive efforts that eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a final report on the TRE activities no later than 18 months from the last test day of the retest that demonstrates significant lethality. The permittee may petition the Executive Director (in writing) for an extension of the 18-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification evaluation/TRE. The report shall specify the control mechanism that will, when implemented, reduce effluent toxicity as specified in Part 5.h. The report shall also specify a corrective action schedule for implementing the selected control mechanism.
- h. Within 3 years of the last day of the test confirming toxicity, the permittee shall comply with 30 TAC § 307.6(e)(2)(B), which requires greater than 50% survival of the test organism in 100% effluent at the end of 24-hours. The permittee may petition the Executive Director (in writing) for an extension of the 3-year limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must

prove that circumstances beyond its control stalled the toxicity identification evaluation/TRE.

The permittee may be exempted from complying with 30 TAC § 307.6(e)(2)(B) upon proving that toxicity is caused by an excess, imbalance, or deficiency of dissolved salts. This exemption excludes instances where individually toxic components (e.g., metals) form a salt compound. Following the exemption, this permit may be amended to include an ion-adjustment protocol, alternate species testing, or single species testing.

- i. Based upon the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements where necessary, require a compliance schedule for implementation of corrective actions, specify a WET limit, specify a best management practice, and specify a chemical-specific limit.
- j. Copies of any and all required TRE plans and reports shall also be submitted to the U.S. EPA Region 6 office, 6WQ-PO.

TABLE 2 (SHEET 1 OF 2)

WATER FLEA SURVIVAL

GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN						

Enter percent effluent corresponding to the LC50 below:

24 hour LC50 = _____% effluent

TABLE 2 (SHEET 2 OF 2)
 FATHEAD MINNOW SURVIVAL

GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

PERCENT SURVIVAL

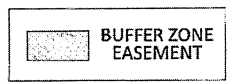
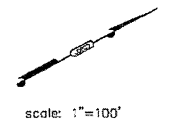
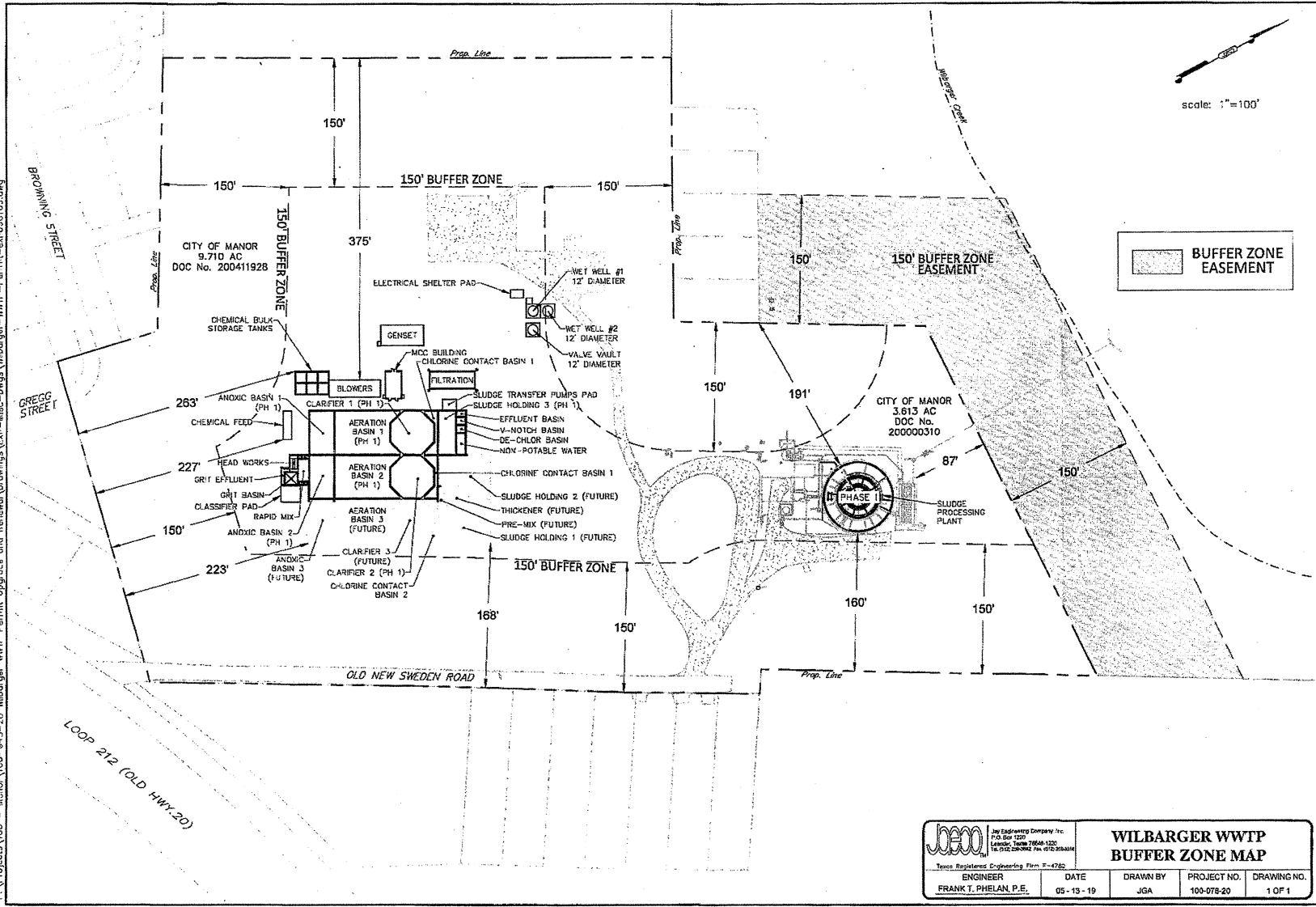
Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN						

Enter percent effluent corresponding to the LC50 below:

24 hour LC50 = _____% effluent

Attachment A
 WQ001290001 - City of Manor
 Buffer Zone Map

P:\Projects\100-045-20 Wilbarger WWTP Permit Upgrade and Renewal\Drawings\Ext-Nisc-Dwg\Wilbarger-WWTP-Permit-Ext-CSD103.dwg



J&M Engineering Company, Inc. P.O. Box 1207 Lubbock, Texas 79608-1207 Tel. (817) 293-2962 Fax (817) 293-8316 Texas Registered Engineer's Firm #4782	WILBARGER WWTP BUFFER ZONE MAP		
	ENGINEER FRANK T. PHELAN, P.E.	DATE 05-13-19	DRAWN BY JGA	PROJECT NO. 100-078-20
			DRAWING NO. 1 OF 1

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 SHADOWGLEN GOLF, L.P., a Texas limited partnership (the “Licensee”). The City and the Licensee are referred to together as the “Parties”.

RECITALS:

WHEREAS, The Parties have entered into that certain Effluent Reuse Agreement dated the ____ day of _____, 20 __ (the, “Effluent Reuse Agreement”); and

WHEREAS, the City desires to authorize the Licensee permission to use the TXDOT bore as required by the Effluent Reuse Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is 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:

Access to the TXDOT bore only as required under the Effluent Reuse Agreement.

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 use of improvements located on the Licensed Property 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. 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 use of the improvements located on the Licensed Property and permitted under this Agreement.

III. FEE

3.01. No annual fee shall be due in connection with this Agreement and the City will not compensate Licensee for any costs or fees association with the Licensed Property or any Improvements.

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 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 \$1,000,000.00, 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. Default. In the event that Licensee fails to 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 St.
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 ABANDONMENT

8.01. Commencement. This Agreement shall begin with the Effective Date set forth above and continue throughout the duration of the Effluent Reuse Agreement.

8.02. Abandonment. If Licensee defaults under the terms of the Effluent Reuse Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee.

IX. TERMINATION

9.01. Termination by City. This Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement or the terms and conditions of the Water Reuse Agreement.

X. INTERPRETATION

10.01. 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.

XI. APPLICATION OF LAW

11.01. 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.

XII. VENUE

12.01. Venue for all lawsuits concerning this Agreement will be in Williamson County, Texas.

XIII. ASSIGNMENT

13.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City.

XIV. AMENDMENT

17.01 This Agreement may be amended only by an instrument in writing signed and approved by both parties.

XVIII. POWER AND AUTHORITY

18.01. 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: _____
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 St.
Manor, Texas 78653

Exhibit “A”
[attachment follows this page]



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Professional Service Agreement with Kimley-Horn for the design of Hill Lane Extension.

BACKGROUND/SUMMARY:

In August 2022, the City Council approved a \$10 million Tax Note that included funding for roadway and safety improvements, Cottonwood Wastewater Treatment Plant Expansion, new water and sewer line extensions and new ground storage water facility. Over the past six (6) months, the city had regular communication with Ryan Companies and Whole Foods officials requesting updates on the timing of the Hill Lane reconstruction project. The construction of the two warehouses constructed by Ryan Companies, the construction of the St. Joseph Catholic Church, and current construction of the 350 apartment units complex accelerated the deterioration of Hill Lane, which has increased the need to have the city’s portion of Hill Lane designed and ready for bid by June. Whole Foods have committed resources to assist the city with funding a portion of the design and temporary overlay needed to meet their April 2023 grand opening date. Forming this public private partnership has allowed the city to identify alternate solutions to address a public roadway project that would have been initiated in 2024.

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

- 2023 Hill Lane Roadway Extension Proposal
- Professional Services Agreement Hill Lane Public Roadway Extension

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve a Professional Services Agreement and Scope of Services Agreement with Kimley Horn for engineering services for the reconstruction for a portion of Hill Lane from Entrada Boulevard to the city’s western corporate limits.

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

February 3, 2023

Mr. Scott Moore, City Manager
 City of Manor
 105 E. Eggleston Street
 Manor, Texas 78653

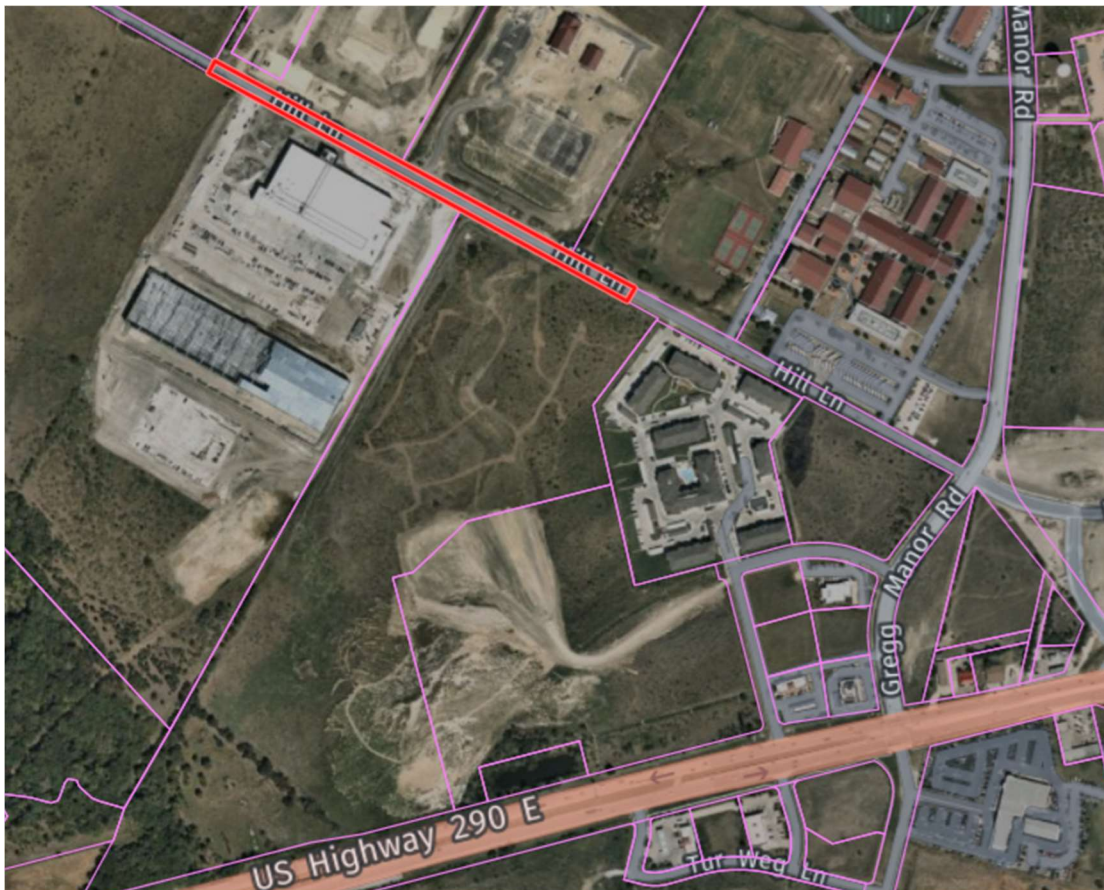
**RE: Professional Services Agreement
 Hill Lane – Public Roadway Extension
 City of Manor, Travis County, Texas**

Dear Mr. Moore:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the **City of Manor** (the “Client” or the “Owner”) for providing professional civil engineering services.

PROJECT UNDERSTANDING

We understand that the Client is interested in the development of an approximately 1,825 LF extension of the public roadway ‘Hill Lane’ and related infrastructure in Manor, TX. A conceptual plan is below:



ASSUMPTIONS

Kimley-Horn assumes the following in preparation of the Agreement:

- The limits of the projects are from the proposed Entrada Boulevard connection to Hill Lane, west, to the City Limits line.
- The site is located within the full purpose city limits jurisdiction of the City. Additional ROW dedication will not be required.
- The roadway alignment will be provided by the Client. Kimley-Horn will assist in preliminary roadway planning coordination under **Task 3**. Any revisions to the final alignment after completion of **Task 3** will be considered an additional service;
- Detention and water quality will not be required for this roadway.
- The site development is not anticipated to impact any published FEMA floodplain area. No flood study is included in the Scope of Services;
- On-site paving design will be based on soil borings and tests by a geotechnical engineer. The Client will contract with a geotechnical engineer for these services. Kimley-Horn will coordinate location of the proposed borings and will correspond with the geotechnical engineer with respect to suggested testing and design recommendations. The geotechnical engineer will be responsible for providing pavement design, CBR testing, foundation designs, and special bedding designs for storm pipes greater than 36" in diameter. Boring location stakeout will be done by GPS and final identification of borings will be collected by the project surveyor;
- The Hill Lane construction plans included in **Task 6** will be included with a Public Improvement Plan Application to the City; PIP plans include the construction of Hill Lane ROW improvements, including utility extensions and demolition.
- Coordination with TxDOT will not be required;
- No Traffic Impact Analysis (TIA) will be required;
- The client will provide any previously prepared studies or surveys for the property;
- The required TDLR/TAS submittals for site accessibility requirements will be made by the Client's Project Architect;
- The Client will be responsible for establishing franchise utility services. Kimley-Horn will provide limited assistance under **Task 10**;
- Kimley-Horn will show light pole locations on the site plan for coordination purposes. We will coordinate with the Client's lighting vendor and/or electrical engineer who will provide all site electrical and photometric design;
- City required code landscape, lighting plans, retaining or structural wall designs, if required, will be provided by others.
- Kimley-Horn will have legal access to the property; and
- The Client will assume payment for all review fees.
- Concept and preliminary plans are not required.

We have included in the following Scope of Service the services that are anticipated to meet the Client's needs for the proposed development.

SCOPE OF SERVICES

Task 1 - Boundary Retracement Survey

If the Client has provided and directed Kimley-Horn to use a boundary survey of ± 1825 LF of ROW land prepared by others, then Kimley-Horn will retrace that boundary in the field in an effort to determine whether it is legally correct. If discrepancies or errors are found with the boundary then Kimley-Horn will inform the client but this task does not include effort to correct the work of others. No certified documents will be prepared for this task.

Austin TBPELS Firm Number: 10194624

Task 2 - Topographic and Tree Survey

Kimley-Horn will prepare a topographic survey at 50' intervals up to 75' outside of the existing ROW, utility and perimeter roadway improvement and tree survey for the ± 1825 LF of ROW and adjacent public roadways for use with site planning and civil engineering design. The survey is to be used in-house and will not be issued as a stand-alone survey document. The survey will consist of: elevations around the immediate perimeter of the site; contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points; observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchise utility facility appurtenances; Texas 811 markings of subsurface utilities that are in place at the time our field work is being done; and two benchmarks established with the survey. Kimley-Horn will prepare a Tree Survey (12" and larger) of the property for the purpose of preparing the conceptual site plan. The survey will show approximate locations of trees, their likely species, and estimate of their size. We will endeavor to locate all trees meeting the requirements of the local tree protection ordinance. If requested, a tree health assessment or arborist report can be provided as an additional service.

Austin TBPELS Firm Number: 10194624

Task 3 – Roadway Alignment Review and Modifications

Kimley-Horn will assist the Client in reviewing the existing Hill Lane roadway alignment/section and the proposed Hill Lane roadway alignment/section. We will request and review documentation of existing water, wastewater, storm drainage, and roadway improvements on or immediately adjacent to the site and incorporate with survey information to develop a preliminary Constraints Exhibit. We will make modifications to the roadway alignment/section that are generally consistent with the requirements of the City's development guidelines and information provided by the Client. This task includes assisting the Client in the preparation of two (2) layout modifications to the current concept plan and the associated correspondence.

Task 4 – Preliminary Engineering Services

Kimley-Horn will prepare on-site preliminary civil engineering plan consisting of the following:

Preliminary Road Grading Plan: Kimley-Horn will prepare one (1) preliminary road grading plan that will show the approximate road grades based on the concept plan– all to a low level of detail compared to

final construction drawings, but conceptually workable. Kimley-Horn will then conduct one meeting with the Client and project team to present plan and grading analysis results.

Preliminary Utility Plan: Kimley-Horn will prepare one (1) Preliminary Water, Sanitary Sewer, and Storm Sewer Plan and present them to the project team at the meeting described above.

Task 5 – Engineer’s Opinion of Probable Construction Costs (OPCC)

Kimley-Horn will prepare one (1) OPCC of the civil on-site improvements based on the modified concept plan and preliminary utility and road grading plans. The deliverable for this task will be one spreadsheet in PDF format. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor’s methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn’s judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

Task 6 – Hill Lane Construction Plans

Kimley-Horn will prepare on-site civil engineering plans for the proposed development. The plan set will consist of the following sheets:

- A. Cover Sheet: Showing sheet index, project location map, contact information, and plan submittal and review log.
- B. General Notes and Project Specifications: Showing general notes related to proposed construction based on jurisdictional standards.
- C. Erosion Control Plan: Showing initial erosion control measures to be installed prior to disturbance of the site. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor’s responsibility to modify the plan during construction as necessary to comply with the conditions of their permits. This task does not yield a Storm Water Pollution Prevention Plan (SWPPP) document.
- D. Grading Plan: Showing one-foot contours for public roadways, open spaces and private block grading. Retaining walls needed to accomplish the grading will be shown with proposed top and toe elevations in a “wall zone”. The selection of the wall system and the structural design of the walls is beyond the limited scope of this agreement and will be provided by Kimley-Horn or others under a separate agreement with the Client.
- E. Paving and Striping Plan: Showing proposed paving type for parking areas, fire lanes, and drives based upon recommendations in the geotechnical report provided by the Client. This plan will show handicap parking signage.
- F. Water and Wastewater Plan: Showing on-site water and wastewater plan layouts to within five feet of proposed building(s).
- G. Drainage Area Map: Showing existing and proposed on-site and applicable off-site drainage patterns and discharges to/from the site to be used as the basis for drainage system sizing and layout.
- H. Storm Drainage Plan: Showing proposed storm inlet and storm drain sizes and locations for site drainage in plan and profile view.
- I. Construction Details: Typical construction details for proposed site civil engineering improvements will be included by reference to applicable jurisdictional standard details. If deemed necessary by

Kimley-Horn, construction details for certain site civil engineering improvements will be included in the plan set.

Task 7 –Submittals & Permitting

This task is to capture effort expended by Kimley-Horn for project submittals and responses to jurisdictional review comments beyond the effort otherwise included in our scope of services. Because the extent of the review comments required by the City for plan approval is unknown, we have provided a projected budget for these services, but actual cost will depend on actual effort required.

Task 8 – Bidding Services

Kimley-Horn will prepare and assemble construction bidding documents for the project, including specifications for the subject work and the construction contract, based on “Standard General Conditions of the Construction Contract” (EJCDC No. C-700, 2002 edition) prepared by the Engineers Joint Contract Documents Committee (EJCDC). Kimley-Horn will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. Kimley-Horn will prepare a written summary of this tabulation and evaluation. If requested by the Client, Kimley-Horn will notify the selected Contractor.

Task 9 – Construction Phase Services

Kimley-Horn can provide professional construction phase services as specifically stated below as directed by the Client.

Pre-Construction Conference: Consultant will attend the Pre-Construction Conference prior to commencement of Work at the Site as requested by the Client.

Construction Submittals and Site Documents: Consultant will review, approve, reject, or ask for clarifications of submittals and shop drawings provided by the Contractor for to insure general compliance with the specifications.

Pay Applications: Consultant will review and make recommendations for approval for monthly pay applications.

Visits to Site and Observation of Construction: Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract

Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work: Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, based on such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations: Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders: Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Substantial Completions Walk: Consultant will coordinate a substantial completion walk through with City of Georgetown and the MUD to generate a punch list of items not completed or not in general compliance with the approved plans and technical specifications.

Final Closeout Documents: Consultant will coordinate and assemble the needed documents for final closeout with the City of Georgetown and to gain acceptance for the public improvements. Consultant will coordinate and assemble the needed documents for final closeout with the MUD to satisfy the MUD reimbursable requirements.

Final Notice of Acceptability of the Work: Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Limitation of Responsibilities: Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Task 10 – Franchise Utility Coordination

Kimley-Horn will provide assistance to the Client to arrange franchise utility service (gas, electric, cable/data, and telephone) for the project. Design of franchise utilities will be by the franchise utility companies. Kimley-Horn will coordinate locating these utilities on the site utility plan as they relate to the storm drain, water, and wastewater layouts. If provided in a timely manner and in AutoCAD format by the franchise utility companies, the franchise utility layouts will be shown on the civil plans.

Task 11 – Meetings and Team Coordination

Kimley-Horn will prepare for and attend meetings with the design team, reviewing staff, neighbors and other stakeholders. Because the extent of the effort required is unknown, we have provided a projected budget for these services, but actual cost will depend on actual effort required.

Task 12 – Storm Water Pollution Prevention Plan (SWPPP)

Kimley-Horn will prepare a SWPPP for the site in general accordance with current published Texas Commission on Environmental Quality (TCEQ) standards. This task will incorporate the Erosion Control Plan for the site, prepared under a separate task, to be included with the SWPPP report. The Contractor is responsible for all permit application, inspections, record keeping, and adjustments to the SWPPP during construction in accordance with the terms of their permits.

Task 13 – Separate Instrument Easement Documents (as needed)

Kimley-Horn will prepare a metes and bounds description and sketch showing the location and dimensions for one proposed easement. Easement language will either be the unaltered standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to Kimley-Horn. The Client will file the document.

Task 14 - Reimbursables

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at cost+15%. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees will be immediately issued to and paid by the Client at cost.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following;

- Traffic Impact Analysis;
- Traffic control plans;
- Offsite improvements;
- Landscape, Tree Mitigation, and Irrigation Plans;
- Design of retaining walls or other structures;
- License agreements; and
- Any item not specifically noted in this agreement.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Geotechnical report, including foundation and paving design recommendations.
- Code Landscape Architecture and Irrigation Plans required for Construction Plan Permitting;
- Final Site Plan (ACAD 2012 Format);
- Executed copy of this Agreement and access to property; and
- Permission to enter the subject site (execution of this contract will be considered our authorization to enter the site);

FEE AND EXPENSE

Kimley-Horn will perform the tasks noted below on a lump sum (LS), hourly (HR), or as requested basis. The services in this Amendment will be billed as follows.

Hill Lane Extension Engineering				
Task 1 & 2	Boundary Retracement, Topographic, and Tree Survey	\$	10,000 (10,825)	(LS+Tax)
Task 3	Roadway Alignment Review and Modifications	\$	5,000	(LS)
Task 4	Preliminary Engineering Services	\$	5,000	(LS)
Task 5	Engineer's Opinion of Probable Construction Costs	\$	4,000	(LS)
Task 6	Hill Lane Construction Plans	\$	75,000	(LS)
Task 7	Submittal & Permitting	\$	20,000	(HR)
Task 8	Bidding Services	\$	15,000	(LS)
Task 9	Construction Phase Services	\$	20,000	(LS)
Task 10	Franchise Utility Coordination	\$	5,000	(LS)
Task 11	Meeting and Team Coordination	\$	5,000	(HR)
Task 12	Storm Water Pollution Prevention Plan	\$	3,000	(LS)
Task 13	Separate Instrument Easement Documents	\$	3,000	(as needed)
Task 14	Reimbursables	\$	3,000	(Cost +)
Total		\$	168,825	

For Lump Sum (LS) tasks, lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred.

As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of Manor**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to: _____

Please copy: _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute a copy of this Agreement in the spaces provided below and return a copy to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact us at (512) 418-1771 should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



John A. Pickens, P.E.
Project Manager
TBPE F-928



Brian Parker, P.E.
Senior Vice President
TBPE F-928

REALTY INCOME CORPORATION

SIGNED: _____ Client Federal Tax ID: _____

PRINTED NAME: _____ Client Business License No.: _____

TITLE: _____ Client Street Address: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD RATE SCHEDULE

Classification	(Hourly Rate)
Analyst	\$160 - \$275
Professional	\$230 - \$320
Senior Professional I	\$245 - \$390
Senior Professional II	\$350 - \$410
Senior Technical Support	\$165 - \$295
Support Staff	\$110 - \$155
Technical Support	\$100 - \$155

Effective through June 30, 2023 and subject to periodic adjustment thereafter

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.
- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on entering into an agreement with Whole Foods to share cost for resurfacing Hill Lane.

BACKGROUND/SUMMARY:

The City Council is being asked to authorize the approval of Hill Lane to receive a temporary overlay from Gregg Manor to the city’s western corporate limits, which is estimated at 7,222 linear feet. The temporary overlay will address the immediate needs of Hill Lane which encountered a significant amount of heavy equipment from the construction of the two warehouses constructed by Ryan Companies, the construction of the St. Joseph Catholic Church, and current construction of the apartment complex. This increased heavy load traffic accelerated the deterioration of Hill Lane. Whole Foods have committed resources to assist the city with funding this temporary overlay and design have engineering completed and ready for bids by late spring or early summer. Whole Foods officials explored several alternative paving options with the city and felt the temporary overlay would allow them to meet their April transfer date to begin utilizing the Manor Distribution Center at 100% full capacity. The distribution center will average 5-6 trucks per hour entering and leaving the facility. Working with other industry partners and Whole foods during this critical phase of commercial development for our community illustrates our willingness to form public private partnerships in meeting our economic development goals.

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

- Hill Lane Overlay Proposals
- Temporary Construction Agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the proposal of Texas Material and Temporary Construction/Cost Share Agreement with Whole Foods to overlay Hill Lane from Gregg Manor to the city limit boundary in an amount not to exceed \$375,000.

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



Texas Materials Group, Inc.

1320 Arrow Point Drive, Suite 600
Cedar Park, TX 78613

Contact: **John Thomas**
E-Mail: **John.Thomas@TexasMaterials.com**
Telephone No: **512-461-6845**

Project: Hill Ln. Overlay
Project #: JBT2303-010
County: Travis
Bid Date: March 10, 2023

Location: Manor, Tx
Plant: Manor

Txdot Specs (PG64-22)
Taxes on materials Excluded

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	4.0" HMAC Overlay (2" TY-C & 2" TY-D)	7,222.00	SY	25.50	184,161.00
20	4" Yellow Stripe	6,500.00	LF	1.09	7,085.00
GRAND TOTAL					\$191,246.00

NOTES:

- ***MOBILIZATION- Price includes 1 mobilization Additional to be charged @ \$4,500/EA
- ***TRAFFIC CONTROL-Pricing excludes traffic control.
- ***MILLING- Price excludes milling unless specifically quoted as a bid item above.
- ***QUOTE ACCEPTANCE- This quote is valid for 25 days from the bid date or quote date whichever is later. Texas Materials must be notified of intent to use quote within this timeframe to secure the quoted pricing. This notification can be pending award of the work to the customer. Prices on accepted quote are firm until 4/11/2023.
- 1. BONDING: If a payment and performance bond is required then add 0.7% to the overall bid price.
- 2. AGREEMENT: This quote will become part of the subcontract agreement and shall supersede any other conflicting language in the subcontract agreement. Additional terms of this quote are based upon: acceptable contract/subcontract language, and credit approval.
- 3. PAYMENT: Terms are net 10th of the month. Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed. Texas Materials to retain all production, ride and placement bonus/penalty on HMAC item(s) according to specification where applicable. The bonus/penalty calculations shall be based on Texas Materials unit prices or the unit bid prices whichever is greater .
- 4. FIELD CONDITIONS: All courses preceding those to be paved by Texas Materials shall meet or exceed the governing specifications and also meet or exceed the ride specifications. If longitudinal joint location is critical or desired, they shall be laid out by the general contractor prior to the placement of any courses. Testing for HMAC QCQA items only. General contractor to provide onsite staging area convenient to Texas Materials work for equipment, material storage, and equipment cleaning within the project limits.
- 5. RETAINAGE: No retainage shall be withheld from any payments due Texas Materials.

QUOTE ACCEPTED BY-

NAME: _____ DATE: _____

SIGNATURE: _____ COMPANY: _____

Alpha Paving Industries

15 Roundville Ln #100
Round Rock, TX 78664
(512) 677-9001

Prepared By: Robert Salinas
robert@alphapaving.com



Prepared For:
Ryan Companies
100 Congress Ave. ##100
Austin, TX 78701

Attention:
Joe Delong

Project Address:
Whole Foods Southwest Distribution
Center
10111 Hill Ln
Manor, TX 78653

Dear Joe Delong, thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

TAX STATUS: COMMERCIAL NEW CONSTRUCTION \$0.00

This is a new construction lump sum project. No sales tax will be charged to you. To perform the scope of work described above, ALPHA PAVING WILL PAY ALL SALES TAX FOR MATERIAL, EQUIPMENT, AND SERVICES NEEDED.

TRAFFIC CONTROL \$5,800.00

Lane Closure with Flaggers

ASPHALT MILL & OVERLAY \$406,600.00

Mill and Overlay 7,369 Square Yards, to a depth of 6 inches.

- We will Roto-Mill existing asphalt, clean and haul off site.
- Asphalt will be inspected and a tack coat will be installed to create a bond.
- TXDOT Type D Asphalt will be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency.
- Owner is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

PROPOSAL TOTAL: \$412,400.00

TERMS AND CONDITIONS: Alpha Paving Industries LLC will supply all labor, equipment, and materials for the proposed work unless specified above otherwise. This quote is inclusive and based on Alpha Paving performing all items above. Any deviation from the work described above may require a revised bid. Change orders will only be executed upon written orders. We reserve the right to progress bill for work partially completed. Alpha Paving will carry General Liability and Workman's Compensation Insurance. It is the customer's responsibility to notify Alpha Paving of any utilities buried less than 12 inches deep including private utilities and irrigation. Alpha Paving will not be held liable for any damage to such utilities if not notified prior to start of work. Payment made after specified payment terms could result in late fees, accrued interest, and attorney's fees. Retainage is not to be held unless specified by separate contract. This proposal is valid for 30 days.

PROPOSAL ACCEPTANCE: The above prices, specifications, terms, and conditions are accepted. Payment will be made in full NET 30 DAYS after completion of work unless specified otherwise under a separate written agreement.
I agree to complete a Project Information Form (next page) prior to scheduling of work.

Client Signature: _____ Today's date: _____



15 Roundville Lane, Round Rock, Texas 78664 PHYSICAL
 Post Office Box 6565, Round Rock, Texas 78683 MAILING
 512.677.9001 | 512.677.9002 FAX | www.alphapaving.com
 COMMERCIAL | MUNICIPAL | AVIATION | MULTI FAMILY
 PAVING - REPAIRS - SEALCOAT - STRIPING - CONCRETE - ADA

Item 19.

Project Information Form

In order for work to be scheduled, a SIGNED PROPOSAL and a completed PROJECT INFORMATION FORM are required. Thank you!

Project Name (as shown on plans OR on our proposal):	
Project Address (exact legal address of property):	

What is the Tax Status of this Project?

- I'M NOT SURE
 TAXABLE PROJECT
 NO SALES TAX : EXEMPT
 NO SALES TAX : RESALE
 TAX ON MATERIALS ONLY
SALES TAX ON TOTAL PLEASE PROVIDE TAX EXEMPT CERT PLEASE PROVIDE RESALE CERT RESIDENTIAL OR NEW CONST

Alpha Paving is Working for:

- THE OWNER / OWNER'S AGENT -----> **FILL OUT SECTION A ONLY**
 THE GENERAL CONTRACTOR -----> **FILL OUT SECTION A + B**
 A SUBCONTRACTOR -----> **FILL OUT SECTION A + B + C**

Section A: ALPHA PAVING'S CUSTOMER	Company Name:	
	Mailing Address:	
	City, State, Zip:	
	Billing Contact / Phone Number:	() -
	Billing Email Address:	

Section B: OWNER / AGENT	Company Name:	
	Mailing Address:	
	City, State, Zip:	
	Billing Contact Person / Phone Number:	() -

Section C: GENERAL CONTRACTOR	Company Name:	
	Mailing Address:	
	City, State, Zip:	
	Billing Contact Person / Phone Number:	() -

Additional Information if Applicable:

- YES NO IS THERE A SEPARATE CONTRACT WHICH SPECIFIES ANY RETAINAGE TO BE HELD? IF YES, HOW MUCH? _____%
 YES NO IS PROJECT GOVERNED UNDER A CONTROLLED INSURANCE PROGRAM? (ROCIP, OCIP, CCIP)
 YES NO IS PROJECT SUBJECT TO COMPLIANCE MONITORING? (COMPLIANCE DEPOT, SERVICE ALIVE, RMIS, MY COI)
 YES NO IS PROJECT A BONDED JOB? IF SO, PLEASE FILL OUT THE FOLLOWING INFORMATION:

BONDING INFORMATION	Bonding Company Name:	
	Bond Number:	
	Address, City, State, Zip:	
	Bonding Agent / Phone Number:	() -

Alpha Paving Industries

15 Roundville Ln #100
Round Rock, TX 78664
(512) 677-9001

Prepared By: Robert Salinas
robert@alphapaving.com



Prepared For:
Ryan Companies
100 Congress Ave. ##100
Austin, TX 78701

Attention:
Joe Delong

Project Address:
Whole Foods Southwest Distribution
Center
10111 Hill Ln
Manor, TX 78653

Dear Joe Delong, thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

TRAFFIC CONTROL \$5,000.00

Lane Closure with Flaggers

ASPHALT MILL & OVERLAY \$291,400.00

Mill and Overlay 7,369 Square Yards, to a depth of 4 inches.

- We will Roto-Mill existing asphalt, clean and haul off site.
- Asphalt will be inspected and a tack coat will be installed to create a bond.
- TXDOT Type D Asphalt will be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency.
- Owner is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

TAX STATUS: COMMERCIAL NEW CONSTRUCTION \$0.00

This is a new construction lump sum project. No sales tax will be charged to you. To perform the scope of work described above, ALPHA PAVING WILL PAY ALL SALES TAX FOR MATERIAL, EQUIPMENT, AND SERVICES NEEDED.

PROPOSAL TOTAL: \$296,400.00

TERMS AND CONDITIONS: Alpha Paving Industries LLC will supply all labor, equipment, and materials for the proposed work unless specified above otherwise. This quote is inclusive and based on Alpha Paving performing all items above. Any deviation from the work described above may require a revised bid. Change orders will only be executed upon written orders. We reserve the right to progress bill for work partially completed. Alpha Paving will carry General Liability and Workman's Compensation Insurance. It is the customer's responsibility to notify Alpha Paving of any utilities buried less than 12 inches deep including private utilities and irrigation. Alpha Paving will not be held liable for any damage to such utilities if not notified prior to start of work. Payment made after specified payment terms could result in late fees, accrued interest, and attorney's fees. Retainage is not to be held unless specified by separate contract. This proposal is valid for 30 days.

PROPOSAL ACCEPTANCE: The above prices, specifications, terms, and conditions are accepted. Payment will be made in full NET 30 DAYS after completion of work unless specified otherwise under a separate written agreement.
I agree to complete a Project Information Form (next page) prior to scheduling of work.

Client Signature: _____ Today's date: _____

Project Information Form

In order for work to be scheduled, a SIGNED PROPOSAL and a completed PROJECT INFORMATION FORM are required. Thank you!

Project Name (as shown on plans OR on our proposal):	
Project Address (exact legal address of property):	

What is the Tax Status of this Project?

- I'M NOT SURE
 TAXABLE PROJECT
 NO SALES TAX : EXEMPT
 NO SALES TAX : RESALE
 TAX ON MATERIALS ONLY
SALES TAX ON TOTAL PLEASE PROVIDE TAX EXEMPT CERT PLEASE PROVIDE RESALE CERT RESIDENTIAL OR NEW CONST

Alpha Paving is Working for:

- THE OWNER / OWNER'S AGENT -----> **FILL OUT SECTION A ONLY**
 THE GENERAL CONTRACTOR -----> **FILL OUT SECTION A + B**
 A SUBCONTRACTOR -----> **FILL OUT SECTION A + B + C**

Section A: ALPHA PAVING'S CUSTOMER	Company Name:	
	Mailing Address:	
	City, State, Zip:	
	Billing Contact / Phone Number:	() -
	Billing Email Address:	

Section B: OWNER / AGENT	Company Name:	
	Mailing Address:	
	City, State, Zip:	
	Billing Contact Person / Phone Number:	() -

Section C: GENERAL CONTRACTOR	Company Name:	
	Mailing Address:	
	City, State, Zip:	
	Billing Contact Person / Phone Number:	() -

Additional Information if Applicable:

- YES NO IS THERE A SEPARATE CONTRACT WHICH SPECIFIES ANY RETAINAGE TO BE HELD? IF YES, HOW MUCH? _____%
 YES NO IS PROJECT GOVERNED UNDER A CONTROLLED INSURANCE PROGRAM? (ROCIP, OCIP, CCIP)
 YES NO IS PROJECT SUBJECT TO COMPLIANCE MONITORING? (COMPLIANCE DEPOT, SERVICE ALIVE, RMIS, MY COI)
 YES NO IS PROJECT A BONDED JOB? IF SO, PLEASE FILL OUT THE FOLLOWING INFORMATION:

BONDING INFORMATION	Bonding Company Name:	
	Bond Number:	
	Address, City, State, Zip:	
	Bonding Agent / Phone Number:	() -

Temporary Transportation Improvement Cost Participation Agreement

This Temporary Transportation Improvement Cost Participation Agreement (this “**Agreement**”) is entered into this _____ day of _____, 2023 (the “**Effective Date**”), between the City of Manor, Texas, a Texas home rule municipality (the “**City**”), and Whole Foods Market Rocky Mountain/Southwest L.P., a Texas limited partnership (“**Whole Foods**”). The City and Whole Foods are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, on August 23, 2022, the City passed an ordinance authorizing that certain tax note to fund the construction costs for roadways in the City, including construction of a segment of Hill Lane and associated infrastructure improvements (the “**Overall Project**”); and

WHEREAS, Whole Foods is the tenant at that certain 25 acre tract commercial development out of the JAMES MANOR SURVEY NO. 40, ABSTRACT NO, 546, in Travis County, Texas being out of that certain 275.66 acre trace of land described in the Deed recorded in Volume 122271, Page 782, Real Property Records, Travis County, Texas (the “Development”) adjacent to Hill Lane; and

WHEREAS, the City and Whole Foods desire to construct temporary improvements to Hill Lane, including the design and construction of a segment of Hill Lane and associated infrastructure improvements, being more particularly described in **Exhibit A** and depicted in **Exhibit A-1**, as “Hill Lane Area B” (the “**Transportation Improvements**”) and the widening of a portion of Hill Lane and associated infrastructure improvements (the “**Additional Transportation Improvements**”), being more particularly described in **Exhibit A-2**(collectively, the “**Project**”); and

WHEREAS, Whole Foods, and adjacent property owners, benefit from this Agreement and the construction of the Project because Whole Foods, is the tenant for the Development; and

WHEREAS, the Parties wish to proceed without delay with the design, engineering and construction plans for the Project (the “**Design Phase**”); and

WHEREAS, immediately following the Design Phase, the Parties wish to proceed with the bidding of the Project, selection of the Contractor (as hereinafter defined) and construction of the Project (the “**Construction Phase**”); and

WHEREAS, the Parties wish to enter into this Agreement for the purpose of setting forth their respective rights, obligations and understandings with respect to the design and construction of the Project.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Whole Foods hereby agree as follows:

**ARTICLE I.
INCORPORATION OF RECITALS; TERM**

1.01. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if set forth herein in full.

1.02. Term. The term of this Agreement shall commence on the Effective Date and continue until completion of the Construction Phase, which in no event shall be later than April 14, 2023.

**ARTICLE II.
DESIGNATION AND DUTIES OF PROJECT ENGINEER**

2.01. Designation of Project Engineer.

(a) The City has engaged Kimley-Horn (“**Kimley-Horn**”) to design the Overall Project and act as engineer for the Overall Project under that certain Professional Services Agreement dated _____, 2023 (the “**Kimley-Horn Agreement**”) in an amount not to exceed \$175,325.00 (the “**Design Fee**”). Whole Foods agrees to pay for half of the Design Fee as set forth in this Agreement.

(b) The City hereby designates Kimley-Horn as the engineer to design and act as project engineer for the Project (“**Project Engineer**”) and approves the the Design Fee. Pursuant to the Kimley-Horn Agreement, the City shall cause Kimley-Horn to design and obtain City approval of the construction plans for the Project (the “**Project Construction Plans**”). Except as provided for in this Agreement, the City shall pay to Kimley-Horn all amounts due under the Kimley-Horn Agreement. Upon request, the City shall provide Whole Foods with reasonable documentation of all such amounts paid to Kimley-Horn.

2.02. Duties of Project Engineer. The Project Engineer will complete the preparation of the design, construction plans and specifications, and supporting documentation for the Project in accordance with good engineering practices, the design and construction standards of all applicable federal, state and local regulations and the terms of this Agreement. The Project Engineer will work and coordinate with the City Engineer to obtain the timely review and approval by the City Engineer and the Director of Development Services of the design, plans, specifications and construction of the Project. The City shall be responsible for ensuring that the Project Engineer complies with the terms of this Agreement, including with regard to the duties and responsibilities assigned to Project Engineer herein.

**ARTICLE III.
CITY DUTIES AND RESPONSIBILITIES**

3.01. Duties of City. The City shall perform the following design, permitting and construction duties:

(a) Create a detailed hard cost (construction fees) and soft cost (consultant fees) budget, including contingency, for the Project (the “**Budget**”). The Budget is estimated to be approximately \$375,000.00, and shall in no event exceed \$375,000.00 without the express written consent of Whole Foods. City may update the Budget as needed from time to time based on changed conditions, subject to approval by City Council, and consent of Whole Foods as stated herein. The Parties will not be responsible for paying any amounts that are not approved in the Budget.

(b) Interview and select consultants (“**Consultants**”) and a general contractor (“**Contractor**”) and negotiate scope and fee of the Consultant’s and Contractor’s work for the Project. The City will approve the selection of the Consultants and Contractor, the scope of their work and fee they charge, such approval not to be unreasonably withheld, conditioned or delayed so long as such Consultants’ and Contractor’s fees are consistent with the Budget. Such Consultants may include a Project engineer, Project architect, Project designer, Project landscape architect, Project lighting designer and other consultants reasonably required to develop the overall design and engineering for the Project. Consultants and Contractor shall be selected by City and, after approval of the Consultant by the City, retained by the City pursuant to the Consultant Contracts (as hereinafter defined) and Construction Contract (as hereinafter defined), as applicable. The Consultant and Contractor budgets shall be within the approved Budget. In the event that the Budget requires revision due to Consultants’ and/or Contractor’s scopes and fees, the City will obtain approval by the City Council before authorizing work outside of the approved Budget and scope of work, such approval not to be unreasonably withheld, conditioned or delayed.

(c) Cause the Consultants and Contractor to identify and disclose in writing the following: (1) the relationships and/or any gifts identified in Section 176.006(a)(1)-(3), Texas Local Government Code that Consultants or Contractor may have with (in the case of a relationship) or may have given (in the case of a gift) City Council members, the City Manager, the Finance Director, the City Attorney, and Whole Foods; and (2) conflicts of interests; and complete Form 1295 (pursuant to HB 1295, as amended), at the time Consultants and/or Contractor are presented to City for approval. The Consultant Contracts and Construction Contract will require Consultants and Contractor, as applicable, to identify and disclose such business relationships and conflicts of interest as they may arise from time to time during the design and construction of the Project.

(d) Prepare all contracts with Consultants with not-to-exceed amounts using the City’s standard form, unless the City approves otherwise (each, a “**Consultant Contract**” and, collectively, the “**Consultant Contracts**”). In addition, Consultant Contracts shall be performance based, in that payments will be made based on percentage of completion of the applicable Consultant’s work. The Consultant Contracts shall provide for the City to own the deliverables upon the periodic payment of amounts due and owning under the applicable Consultant Contract and shall entitle the City to use such deliverables to continue the Project in the event this Agreement or any Consultant Contracts are terminated before completion of the Design and Permitting Phase. Copies of executed Consultant Contracts, together with any related amendments and/or addenda, shall be provided to Whole Foods upon request. The Consultant Contracts shall provide that the

City and Whole Foods, shall be named as an additional insured on the insurance policies required to be carried by Consultant under the applicable Consultant Contract and shall include the City and Whole Foods, as an indemnified party under the indemnity provision of the applicable Consultant Contract.

(e) Prepare the contract with Contractor (the “**Construction Contract**”) in accordance with the guidelines included on **Exhibit B** attached hereto. A copy of the executed Construction Contract, together with any related amendments and/or addenda, shall be provided to Whole Foods upon request.

(f) Provide a monthly status report to the Whole Foods.

(g) Review work performed by Consultants and Contractor, approve invoices and applications for payment submitted by Consultants and Contractor.

(h) Cause construction plans for the Project to be prepared and submitted to the City and for approval, such approval not to be unreasonably withheld, conditioned or delayed (as so approved, the “**Construction Plans**”).

(i) Manage all hired Consultants’ work related to the preparation of schematic design and design development drawings, construction drawings, specifications, cost estimating, and other plans necessary to achieve the vision of the Project.

(j) Perform the Design and Permitting Phase. The City shall be responsible for the costs to design, permit, install, and construct the Project.

(k) Advertise the Project for sealed, competitive bids in compliance with Chapter 252 and Chapter 271, Texas Local Government Code, including requirements for payment and performance bonds for the full cost of constructing the Project that comply with Chapter 2253, Texas Government Code and that name the City as the beneficiary under the payment and performance bonds, based on the Construction Plans, and recommend a qualified bidder/contractor to the City. Prior to bidding the Project, Project Engineer shall provide George Butler Associates, Inc. (“**City Engineer**”) with a copy of the documents and materials soliciting the bids, including but not limited to the notice to bidders, instructions to bidders, construction contracts, general, special and supplemental conditions, and technical specifications. The City Engineer will review the description of the Project for compliance with this Agreement. The Project Engineer shall make any changes to the bid documents required by the City Engineer that do not comply with the terms of this Agreement. The Project Engineer will coordinate the receipt and opening of the bids with the City Engineer and will provide a copy of the bids and bid tabulations to the City Engineer for review and approval, such approval not to be unreasonably withheld, conditioned or delayed. Upon receipt of the bids, the City Engineer shall evaluate the bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations, will be appropriately corrected or rejected by the City. Within two (2) days after receipt of the bids, the City Engineer will notify Whole Foods and City of the City’s Engineer’s approval or rejection of the bids and the City Engineer’s and Project

Engineer's recommendation of the lowest responsible bidder/contractor. If City agrees with the City Engineer's and Project Engineer's recommendation, the bid will be submitted to the City Council with a recommendation for approval. If the City Council approves the bid, the City will enter into the Construction Contract with the approved bidder/contractor for the construction of the Project; provided, the Construction Contract shall not exceed \$199,675.00 ("**Project Cost**"). In the event the lowest responsible bid exceeds the Project Cost, the Parties shall reasonably cooperate to modify the scope of the Project so that the cost to construct the Project does not exceed the Project Cost. In no event shall the City be required to enter into a Construction Contract that exceeds the Project Cost. The City shall approve the form of the Construction Contract and the form of the payment and performance bonds. No changes will be made to the Project Cost without the City's approval.

(l) Manage Contractor's work related to the construction of the Project in accordance with the Construction Plans, good engineering practices, applicable local, state, and federal regulations, and the deadlines for completion set forth in the Construction Contract. This also includes reviewing and overseeing the quality and timeliness of Contractor's work, alerting City and Whole Foods of any deficiencies in Contractor's work, and recommending termination of the Construction Contract by the City, if and as necessary.

(m) Approve change orders provided Whole Foods has received the City Engineer's and City Manager's prior written approval of such change order and the expenditure under such change order. The City Manager shall be authorized to approve change orders that involve an increase or decrease of \$25,000 or less, provided that the original contract price is not increased by more than twenty-five percent (25%), of the Budget, and provided further that the City's obligation to fund and pay for the costs of the Project shall not exceed the Project Cost.

(o) Perform the Construction Phase.

3.02 City Responsibilities During the Design and Permitting Phase. In order to support the Project, the City shall:

(a) Promptly review and reasonably approve the Budget.

(b) Within thirty (30) days after approving the Budget, dedicate funds for the Project in a not to exceed amount of \$187,500.00 which is one-half of the Design Fee and Transportation Improvements. In no event will the City pay more than one-half of the Design Fee and Transportation Improvements.

(c) Promptly review and reasonably approve Consultants' scopes of service, not-to-exceed contract amounts, performance milestones, and deliverables and execute the Consultant Contracts.

(d) Pay Consultants when and as required under the Consultant Contracts within thirty (30) days following receipt for payment, subject to Chapter 2251, Texas Government Code.

(e) Promptly review and approve the Construction Plans.

(f) Execute the Construction Contract, and review construction draw requests from the Contractor submitted in accordance with the terms of the Construction Contract, which shall be provided no more frequently than once a month. Not later than ten (10) days after receipt of a request for payment, the City Engineer shall review such requests and recommend the amount included in such requests to be paid. The City Engineer may reject a payment request for any reason set forth in the Construction Contract. The City's Engineer's rejection of a payment request shall impose no additional monetary obligation to Whole Foods. Whole Foods' monetary obligation for the Transportation Improvements shall be capped at \$256,911.50, unless agreed upon in writing, and signed by the Parties. Within thirty (30) days after the City Engineer's recommendation, the City shall then advance the amount so recommended by check payable to Contractor or by electronic means as approved by the City's Finance Director.

(g) During the Construction Phase, to review, approve and sign necessary and appropriate change orders in a timely manner; to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the Construction Plans.

(h) After completion of the installation of the Project in accordance with applicable contracts and requirements to be constructed as part of the Project, to allow the testing of such transportation improvements as may be required for the final acceptance by the City.

ARTICLE IV. WHOLE FOODS RESPONSIBILITIES

4.01. Whole Foods Responsibilities. In order to support the Project, the Whole Foods shall:

(a) Subject to the Budget limits set forth in 3.01 (a) above, Whole Foods will pay all Design Fee and Project Cost that collectively exceed \$375,000.00 as they become due. No changes will be made to the Design Fee and/or Project Cost without the City's approval. In no event will the City pay more than one half of the Design Fee and Project Cost.

(b) Whole Foods will pay to the City \$256,911.50 within fifteen (15) days after the Effective Date of this Agreement which payment represents Whole Foods 50% share of the Transportation Improvements, and Whole Foods payment of all costs associated with the Additional Transportation Improvements as stated in Exhibit A-2 . If payment is not received by the City, the Parties agree that the City shall not be obligated to move forward with the Project.

(c) Whole Foods will pay all of the costs associated with the design and construction of the Additional Transportation Improvements. In no event will the City pay for any of the costs associated with the Additional Transportation Improvements. The City shall not approve any changes, additional costs or fees associated with the Additional Transportation Improvements without the express written consent of Whole Foods.

(d) Promptly review documents presented by City in accordance with this Agreement.

**ARTICLE V.
TIMING OF PHASES**

5.01. Timing of Design and Permitting Phase and Construction Phase. The Parties shall each use good faith, commercially reasonable efforts with respect to items for which such Party is responsible in accordance this Agreement to (i) cause the Design and Permitting Phase for the Project to be completed within five(5) days of execution of this Agreement; (ii) cause the Project to be bid, the Contractor to be selected and the Construction Contract to be executed within five (5) days following completion of the Design and Permitting Phase; (iii) cause a notice to proceed under the Construction Contract to be issued within two (2) days after the City's approval and execution of the Construction Contract; and (iv) cause the Construction Phase to be completed within the time period required pursuant to the Construction Contract.

**ARTICLE VI.
COMPLIANCE WITH APPLICABLE LAW**

6.01. Compliance with Applicable Law. The Parties will work in good faith to cause the Project to be bid and administered in a manner that is compliant with Chapter 252, Texas Local Government Code and Subchapter C, Chapter 271, Texas Local Government Code and shall approve amendments to this Agreement and include terms in the Construction Contract as necessary to comply with said laws. Neither party will violate or knowingly permit anyone to violate any applicable anti-corruption or bribery laws in performing under this Agreement. The City will reasonably cooperate with Whole Foods in any investigation for a suspected breach of these obligations.

**ARTICLE VII.
GENERAL PROVISIONS**

7.01. Choice of Law and Venue. This agreement shall be construed according to the laws of the State of Texas, with venue in the courts of Travis County, Texas or in the Western District of Texas.

TO THE EXTENT PERMITTED BY LEGAL REQUIREMENTS, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT.

7.02. Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, email shall be sufficient, the Party alleged to have failed to perform of the alleged failure

and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within three (3) business days of the receipt of such notice. Upon a breach of this Agreement for which cure has not commenced as provided above, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

7.03. Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

7.04. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed by registered or certified mail, return receipt requested, or personally delivered to an officer of the receiving party at the following addresses:

If to the City:

City of Manor
 Attn: City Manager
 105 E. Eggleston Street
 Manor, Texas 78653
 Email: smoore@manortx.gov

with a copy to:

The Knight Law Firm, LLP
 Attn: Paige H. Saenz
 223 West Anderson Lane, Suite A-105
 Austin, Texas 78752
 Email: paige@cityattorneytexas.com

If to the Whole Foods:

Whole Foods Market Rocky Mountain/Southwest L.P.
 Attn: Kayce McCormick
 550 Bowie Street
 Austin, Texas 78703

with a copy to:

Whole Foods Market Rock Mountain/Southwest L.P.
 Attn: Jay Warren
 550 Bowie Street
 Austin, Texas 78703
 Email: legalrealstate@wholefoods.com

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, any communication sent by email shall be deemed given on the date on which it was sent, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the City or the Owner, as the case may be.

7.05. 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 unless otherwise provided herein.

7.06. Partial Invalidity. If any provisions of this Agreement, or the application thereof to any particular party or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to any other particular party or circumstance, shall be valid and enforceable.

7.07. Attorneys' Fees. In the event of any litigation regarding this Agreement, the losing party shall pay to the prevailing party reasonable attorneys' fees and costs of court.

7.08. Multiple Counterparts; Multiple Signature Pages. This Agreement and any amendment or supplement thereto may be executed in two or more counterparts (each of which may bear the original signatures of all or some of the parties to this Agreement) and, if each of the parties to this Agreement has executed at least one such counterpart, then all such counterparts together shall constitute one and the same agreement with the same force and effect as if all signatures appeared on a single document. Any signature page of this Agreement or of such an amendment or supplement thereto may be detached from any counterpart thereof without impairing the legal effect of any signatures thereon, and may be delivered by telecopy or email and attached to another counterpart thereof identical in form thereto but having attached to it one or more additional counterparts of the same or other signature pages to this Agreement.

7.09. Indemnification.

(a) To the extent permitted by law, but except to the extent resulting from the negligence or willful misconduct of Whole Foods or any employee, contractor or agent of Whole Foods, or a breach of this Agreement by Whole Foods, indemnify, defend, and hold harmless Whole Foods and its affiliates, as well as their respective agents, servants, directors, officers, and employees (collectively, the "Whole Foods Indemnitees"), from and against any and all losses,

liabilities, damages, costs, and expenses (including reasonable attorneys' fees) resulting from claims by third parties occasioned by (i) death, injuries to any person, or damage to, or theft or loss of, property to the extent caused or alleged to be caused by the gross negligence or willful misconduct of the City or parties under the City's control; or (ii) any actual or alleged breach of this Agreement by the City.

(b) Except to the extent resulting from the negligence or willful misconduct of City or any employee, contractor or agent of City, or a breach of this Agreement by City, Whole Foods shall indemnify, defend, and hold harmless City and its affiliates, as well as their respective agents, servants, directors, officers, and employees (collectively, the "City Indemnitees"), from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) resulting from claims by third parties occasioned by (i) death, injuries to any person, or damage to, or theft or loss of, property to the extent caused or alleged to be caused by the gross negligence or willful misconduct of the Whole Foods or parties under the Whole Food's control; or (ii) any actual or alleged breach of this Agreement by Whole Foods.

7.10. Statutory Verifications.

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

(b) To the extent this Agreement constitutes 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, Whole Foods represents that Whole Foods nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Whole Foods is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

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

meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

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

(e) Notwithstanding anything in this Agreement to the contrary, the City’s and Whole Food’s sole remedy for any breach or default of this Section 7.10, after any applicable cure period, shall be to terminate this Agreement.

7.11. Appropriations. Notwithstanding any provision contained herein, the financial obligations of the City contained herein are subject to and contingent upon appropriations by the City Council of such funds or other revenues being available, received and appropriated by the City in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the City.

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

CITY OF MANOR, TEXAS,
a Texas home-rule municipal corporation

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

WHOLE FOODS
WHOLE FOODS MARKET ROCKY MOUNTAIN/
SOUTHWEST ,L.P.

By; it's general partner, Whole Foods Market
Rocky Mountain/Southwest, I, Inc.

By: _____

Name: Matt Ray

Title: Regional President Southwest

Exhibit A
Description of Project

The Transportation Improvements consist of the design, construction, and installation the following Hill Lane improvements and associated infrastructure improvements:

- (i) Design of the Transportation Improvements;
- (ii) Approximately 3,250 linear feet of asphalt overlay; and
- (iii) Approximately 6,500 linear feet of stripping.

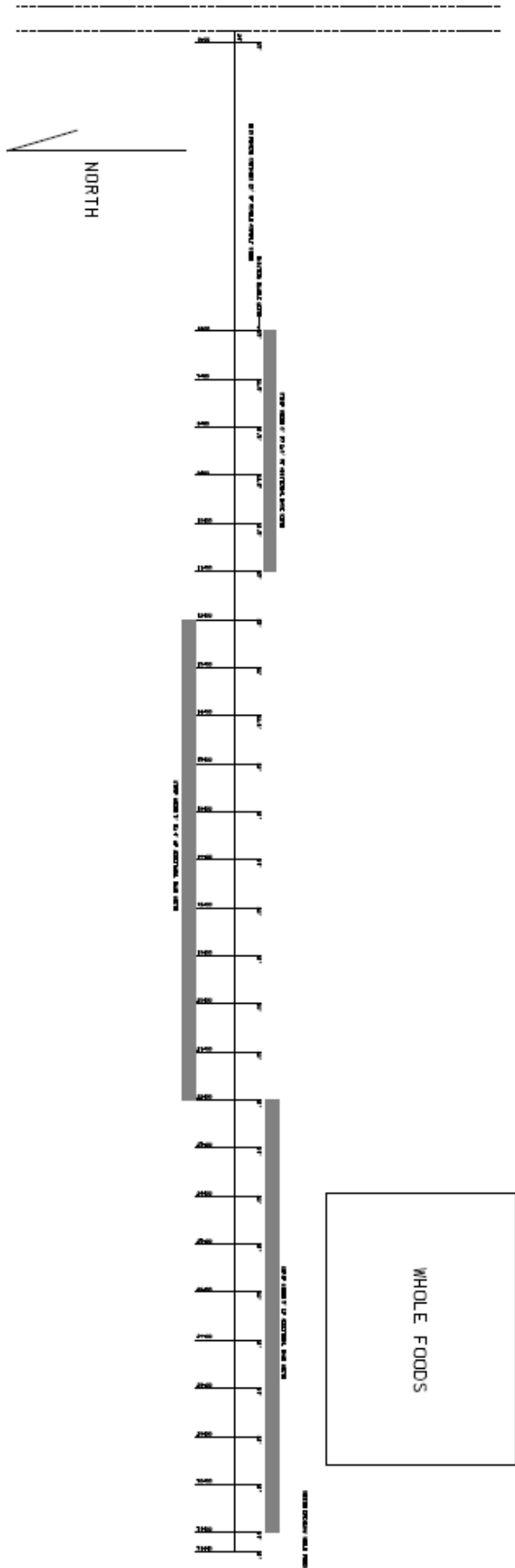
Exhibit A-1
Depiction of Project

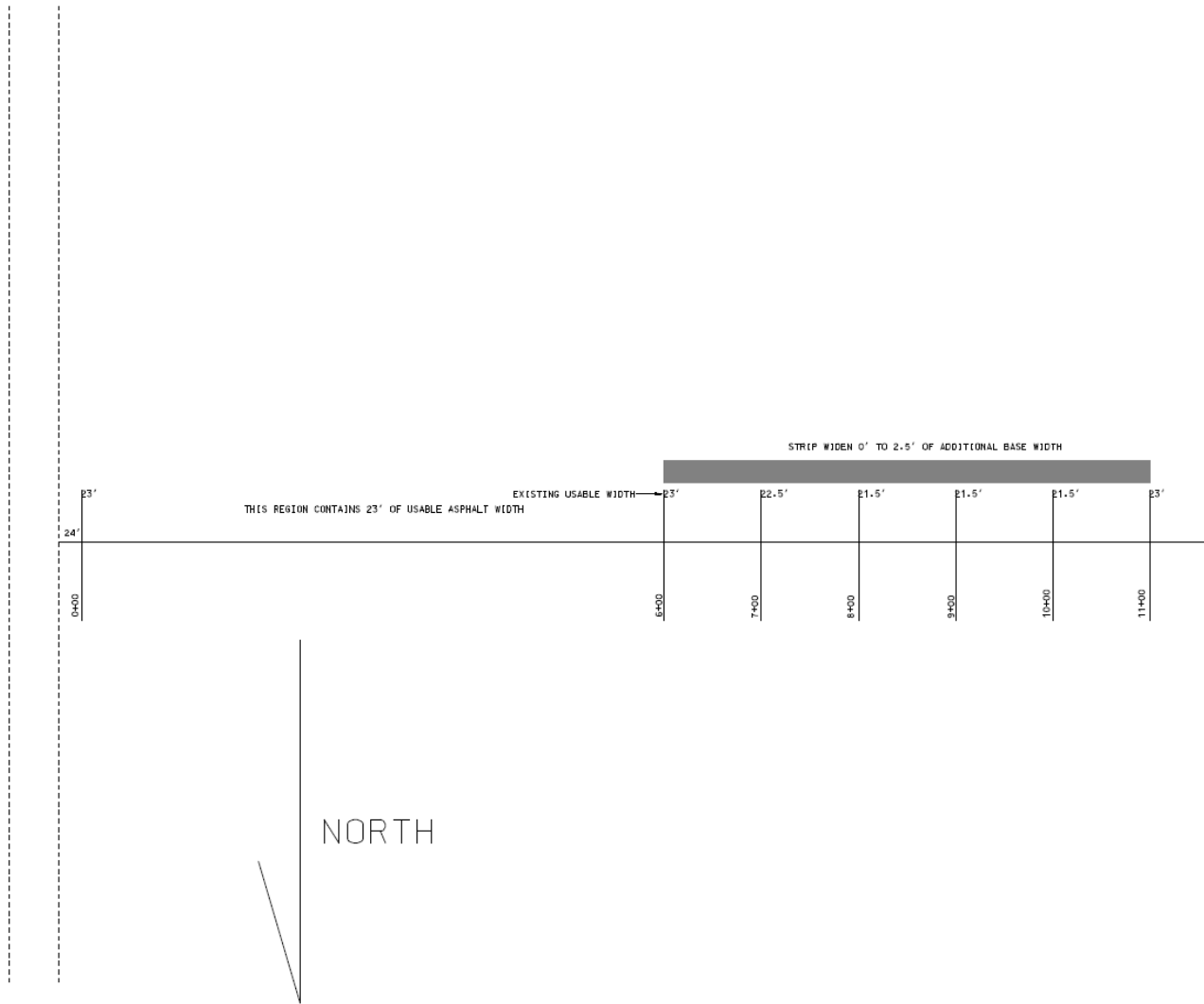
[attached]

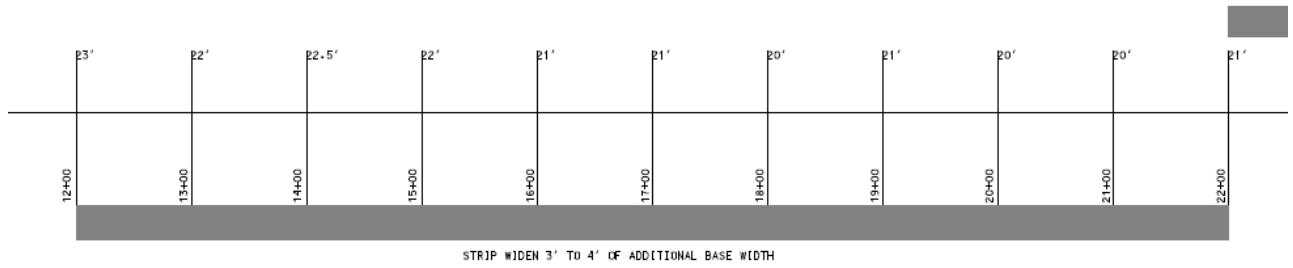
Exhibit A-2
Description and Depiction of Temporary Transportation Improvement

The Additional Transportation Improvements consist of the design, construction, and installation the following Hill Lane improvements and associated infrastructure improvements:

- (i) Extra asphalt and base work for approximately 2,300 linear feet to widen Hill Lane to approximately 23 feet;
- (ii) shoulder base work for Hill Lane at \$50,000.00; and
- (iii) Extra asphalt at \$26,786.00.









SECOND DRIVEWAY WHOLE FOODS

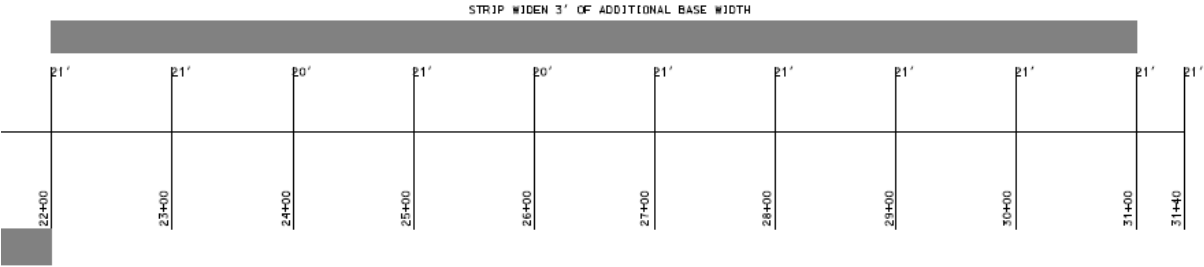


Exhibit B
Construction Contract Terms

The Construction Contract shall contain the following terms, unless approved otherwise by the City:

1. The Contractor will be required to post payment and performance bonds in the full contract amount, and to carry commercial general liability insurance written on a “per-occurrence” basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, and the City will be named as an additional insured or beneficiary, as appropriate, of such insurance and bonds. The performance bond shall include a one-year maintenance period following substantial completion of the Transportation Improvements, or such other period set forth in the Construction Contract.
2. A minimum of five percent (5%) retainage shall be withheld from each payment made to the Contractor, such retainage to be paid to Contractor following final completion of the Project and delivery of final lien waivers, as further set forth in the Construction Contract.
3. The Contractor will indemnify the City from any liability arising out of claims arising due to Contractor’s activities related to installation and construction of the Transportation Improvements.
4. In order to obtain any progress payment payable to the Contractor, Contractor must deliver to Whole Foods and the City a copy of the certified construction draw request containing sufficient detail for the City to verify the payment request completed to the date of the contractor’s draw request and has been approved by the Project Engineer and the Whole Foods; (ii) the Project Engineer’s certification of the amount of the contract price remaining to be paid; and (iii) an affidavit signed by the contractor, in the form of a conditional waiver and release of lien upon progress payment, including affirmation of that payment of all subcontractors and vendors supplying labor and or materials for the Transportation Improvements will be made upon receipt of the amount request in the draw request. The City may dispute a draw request by giving written notice to the Whole Foods, Contractor and Project Engineer of the amount of the draw request disputed and the specific basis for the dispute within ten (10) days of receipt of the draw request; provided that a dispute will only be permitted if the City, in good faith, alleges that the work covered by the draw request has not been completed in accordance with the Construction Contract or there is a default by the contractor under the Construction Contract, and the City shall pay any amount that is not in dispute. The parties shall cooperate to resolve any dispute permitted under this Section promptly in order to avoid a default under the Construction Contract.
5. For contracts that have a stated expenditure of at \$1 million for the purchase of goods and services or that result in the City spending at least \$1M during fiscal year, Pursuant to Subchapter J, Chapter 552, Texas Government Code, Contractor shall:
 - a. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner for the duration of the Agreement;
 - b. Promptly provide to the Owner any contracting information related to the

Agreement that is in the custody or possession of the entity on request of the Owner; and

- c. On completion of the Agreement, either:
 - i. provide at no cost to the Owner all contracting information related to the Agreement that is in the custody or possession of the entity; or
 - ii. preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

"Contracting information" includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance."

The Construction Contract shall contain the following terms, unless approved otherwise by Whole Foods:

1. Whole Foods shall be named as an additional insured on the insurance policies required to be carried by Contractor under the Construction Contract.
2. The Contractor will indemnify Whole Foods from any liability arising out of claims arising due to Contractor's activities related to installation and construction of the Transportation Improvements.
3. The Contractor shall commence construction within five (5) days following issuance of a notice to proceed under the Construction Contract.



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on securing a Public Utility Easement for the Gregg Manor Ground Storage Tank Facility.

BACKGROUND/SUMMARY:

In August 2022, the City Council approved a \$10 million Tax Note that included funding for the construction of new ground storage tank facility off Gregg Manor Road. The proposed new infrastructure will provide the city additional water storage capacity and allow for adequate supply from the wholesale water provider during peak demand. Currently, the wholesale water provider (EPCOR) delivery point is a direct connection into the city’s distribution system. These types of interconnections for two water systems work more efficiently when there is adequate storage and booster pumps in place to handle the different pressurization levels for the delivery and distribution of water into the system. Acquiring the 450’ square foot easement is needed for the engineers to begin the bidding process to construct the new storage facility.

- LEGAL REVIEW:** Yes
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes
- Easement Agreement
 - Easement Description

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve and authorize the execution of an utility easement with Shadowglen Golf L.P. to complete the construction of the Gregg Manor Ground Storage Tank Facility.

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

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

UTILITY EASEMENT --
WATER UTILITIES

DATE: _____, 2023

GRANTOR: **Shadowglen Golf, L. P., a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County):
12801 Lexington Street, Manor, Travis County, Texas 78653-3333

GRANTEE: **CITY OF MANOR**

GRANTEE'S MAILING ADDRESS (including County):
105 E. Eggleston, Manor, Travis County, Texas 78653

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A fifteen foot (15') wide utility easement, containing 450 square feet, more or less, located in Travis County, Texas, said easement being more fully described in Exhibit "A", attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for water mains, lines and pipes, and the supplying of water utility service or other such utility services in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" attached hereto.

This Utility Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, and to dedicate and grant public or private easements for such purposes, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.
2. This Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
3. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the easement.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE'S** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Shadowglen Golf, L. P.
a Texas limited partnership

By: _____

Name: _____

Title: _____

ACCEPTED BY:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2023, by _____, as _____ of Shadowglen Golf, L. P., a Texas limited partnership, in the capacity and on behalf of said partnership, for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this ____ day of _____, 2023, by personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas
My commission expires: _____

Project Name: Gregg Manor GST & Pressurization Facility
Owner Name: Shadowglen Golf, L. P.
TCAD PID No.: 88815

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

City of Manor Utility Easement – Water – 03/2023

Exhibit A



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.0103 OF ONE ACRE OF LAND (450 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE WILLIAM STANDERFORD SURVEY NO. 69, ABSTRACT NO. 742, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF MAINTENANCE FACILITIES SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200300207, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rebar with cap stamped "G.E.O. 2519" found for the Southeast corner of said MAINTENANCE FACILITIES SUBDIVISION and a common corner of Lot 4, SHADOWGLEN GOLF COURSE, a subdivision of record in Document No. 200300186 of said O.P.R.T.C.T., from which a 1/2-inch iron rebar with cap stamped "G.E.O. 2519" found in the Easterly line of said MAINTENANCE FACILITIES SUBDIVISION and the common Westerly line of said Lot 4, bears North 14°23'55" West a distance of 207.47 feet;

THENCE South 81°22'21" West over and across said MAINTENANCE FACILITIES SUBDIVISION, a distance of 443.14 feet to a Calculated Point in the Southerly line of said MAINTENANCE FACILITIES SUBDIVISION and the common Northerly line of Lot 1, Block A, CITY OF MANOR GROUND STORAGE TANK SUBDIVISION, a subdivision of record in Document No. 201600179 of said O.P.R.T.C.T., for the **POINT OF BEGINNING** of the herein described tract;

THENCE **South 87°50'33" West** with the Southerly line of said MAINTENANCE FACILITIES SUBDIVISION and the common Northerly line of said Lot 1, a distance of **15.00** feet to a Calculated Point;

THENCE **North 01°46'02" West** over and across said MAINTENANCE FACILITIES SUBDIVISION, a distance of **30.00** feet to a Calculated Point in the Northerly line of said MAINTENANCE FACILITIES SUBDIVISION and the common Southerly line of METRO WATER FACILITIES SUBDIVISION, a subdivision of record in Document No. 200200271 of said O.P.R.T.C.T.;

THENCE **North 87°50'33" East** with the Northerly line of said MAINTENANCE FACILITIES SUBDIVISION and the common Southerly line of said METRO WATER FACILITIES SUBDIVISION, a distance of **15.00** feet to a Calculated Point, from which said 1/2-inch iron rebar stamped "G.E.O. 2519" found in the Easterly line of said MAINTENANCE FACILITIES SUBDIVISION and the common Westerly line of said Lot 4, bears North 58°29'59" West a distance of 454.43 feet;

THENCE **South 01°46'02" East** over and across said MAINTENANCE FACILITIES SUBDIVISION, a distance of **30.00** feet to the **POINT OF BEGINNING** and containing 0.0103 of one acre of land (450 Sq. Ft.), more or less;

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

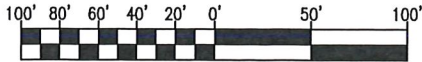
This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of September, 2022.

 09/29/2022

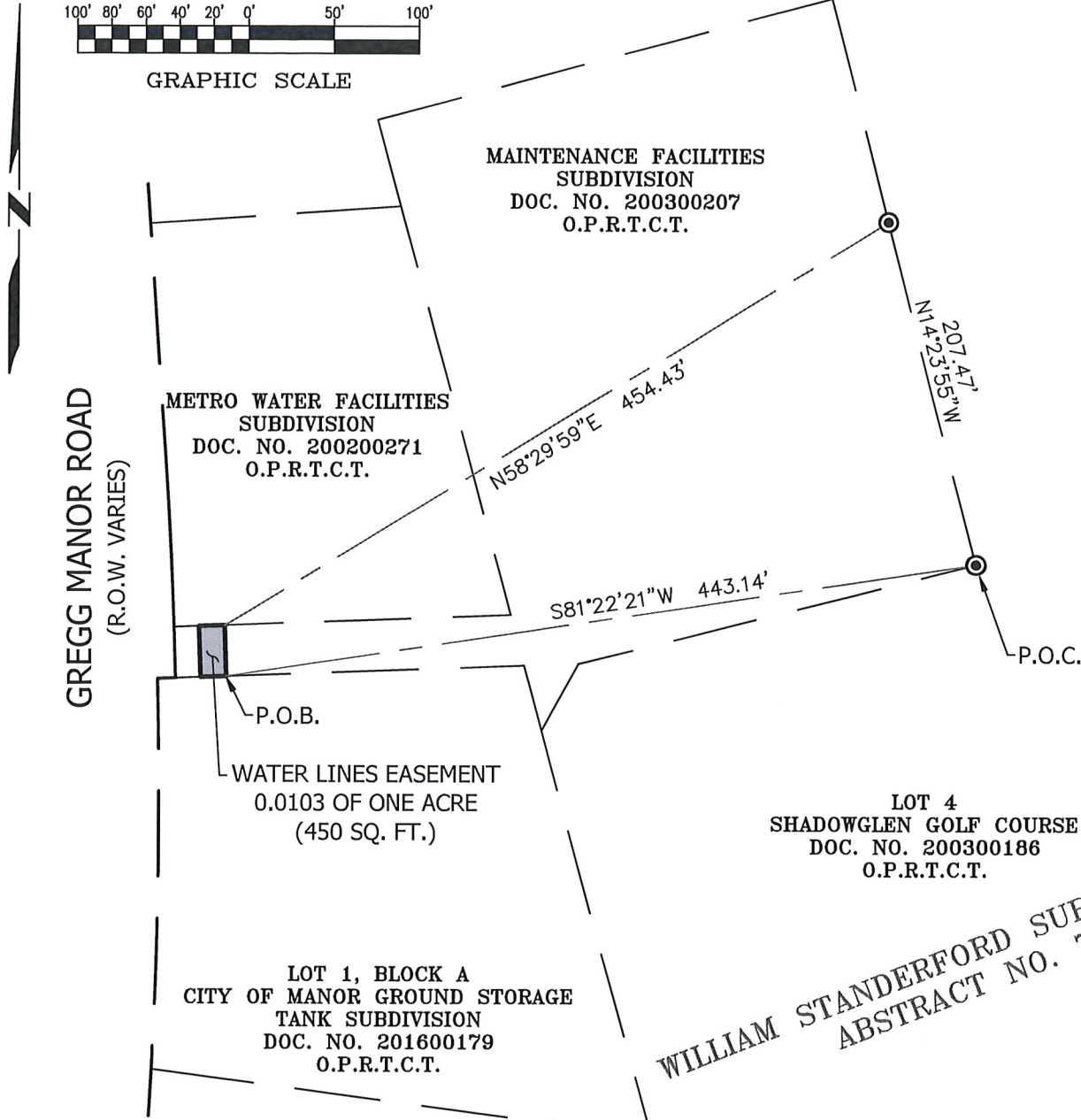
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 22-021
Attachments: K:\JAY MANOR CIP\CAD\DWGS\MANOR GST WL EASE.DWG



GRAPHIC SCALE



LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "G.E.O. 2519" FOUND
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY



JOB NUMBER: 22-021		DATE: 09/29/2022	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: MANOR GST WL EASE			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: AM	CHK BY: HAS
SHEET 03 of 04		FIELDBOOKS 777/405	SCALE: 1" = 20'



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



GRAPHIC SCALE

LEGEND

Item 20.

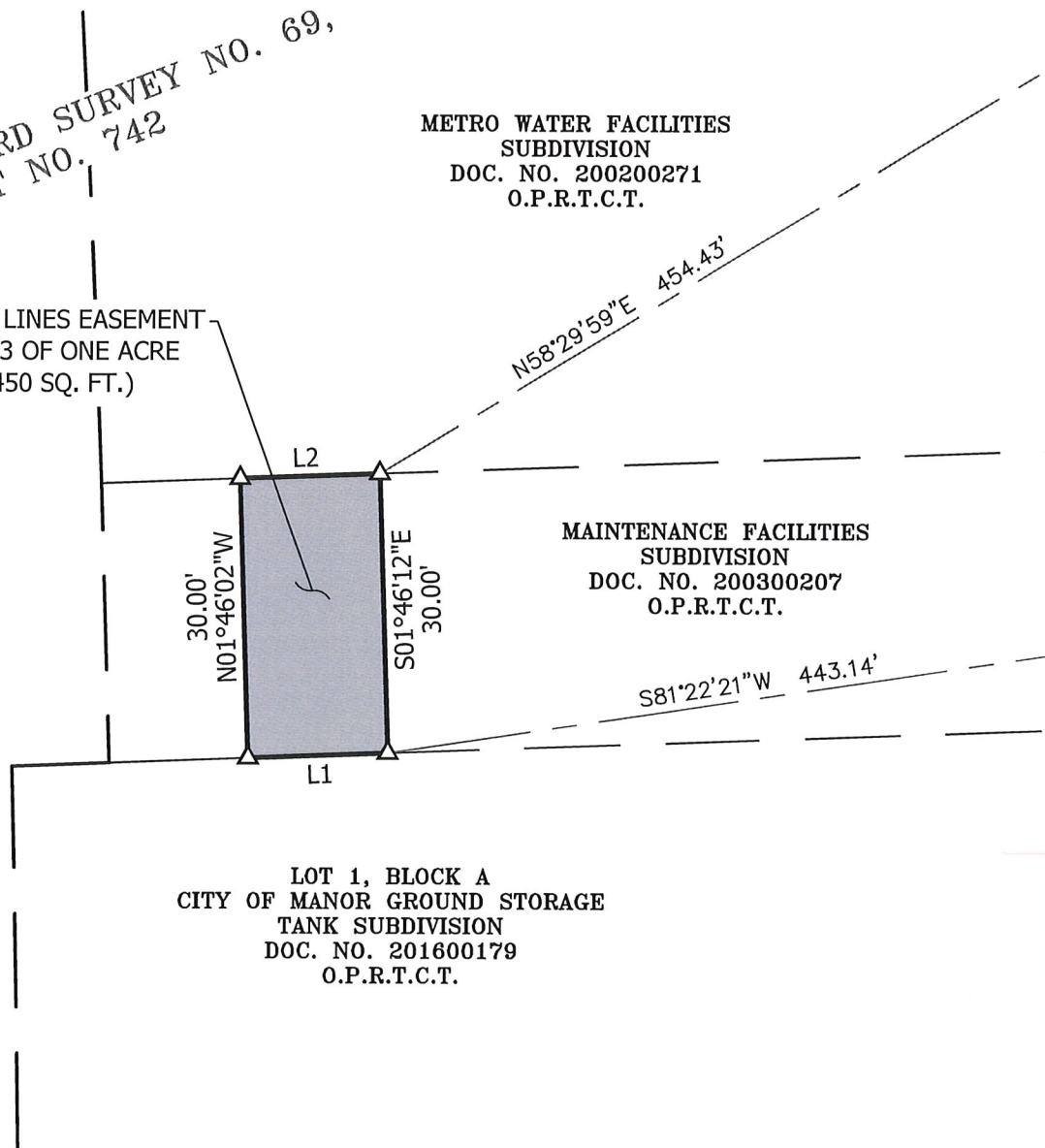
- ⊙ 1/2-INCH REBAR WITH CAP "G.E.O. 2519" FOUND
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY

WILLIAM STANDERFORD SURVEY NO. 69,
ABSTRACT NO. 742

METRO WATER FACILITIES
SUBDIVISION
DOC. NO. 200200271
O.P.R.T.C.T.

WATER LINES EASEMENT
0.0103 OF ONE ACRE
(450 SQ. FT.)

GREGG MANOR ROAD
(R.O.W. VARIES)



MAINTENANCE FACILITIES
SUBDIVISION
DOC. NO. 200300207
O.P.R.T.C.T.

LOT 1, BLOCK A
CITY OF MANOR GROUND STORAGE
TANK SUBDIVISION
DOC. NO. 201600179
O.P.R.T.C.T.

GENERAL NOTES:

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

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

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

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S87°50'33"W	15.00'
L2	N87°50'33"E	15.00'

JOB NUMBER: 22-021		DATE: 09/29/2022	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: MANOR GST WL EASE			
DRAWING FILE PATH:			
K:\22021 - JAY MANOR CIP\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\22021 - JAY MANOR CIP\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: AM	CHK BY: HAS
SHEET 04 of 04		FIELDBOOKS 777/405	SCALE: 1" = 20'



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



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution submitting a list of city projects for future Community Project Funding.

BACKGROUND/SUMMARY:

The City of Manor has been asked to submit a list community projects through the FY24 House Appropriations funding bill. Below are the funding areas we seek to submit a qualified project for:

- Agriculture, Rural Development, Food and Drug Administration and Related Agencies (Building Facilities)
- Commerce, Justice, Science, and Related Agencies
 - Community Oriented Policing Services (COPS) Technology & Equipment Submission
- Energy and Water Development and Related Agencies (Regional Water and Sewer Projects)
- Interior, Environment, and Related Agencies (Clean Water Projects)
- Transportation, and Housing and Urban Development, and Related Agencies

The number of community projects that have discussed in the past and taking a regional approach in submitting a project that provide a local and regional connectivity with other state, county, and federal agencies, is a good indicator to building sustainable and cost effective initiatives. Securing funding for our water and sewer infrastructure will be very beneficial for developers and industry executives looking to expand their services here in a Travis County community that have shovel ready projects to be constructed in a timely manner to meet their growth demands. Receiving federal support for the FM 973 north corridor and U.S. 290 corridor project toward Bastrop County, would be an important City Council transportation priority being funded to handle the future growth planned for our community. The need to improve our local and regional mobility corridors is critical to keeping travelers safe as they travel through community on a daily basis.

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

- Resolution No. 2023-09
- Letter of Support

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve Resolution 2023-09 authorize Mayor Harvey to submit the city's letter of support to Congressman Greg Casar seeking financial support for the city's Community Project Funding priorities.

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

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, AUTHORIZING THE FILING OF COMMUNITY PROJECT FUNDING APPLICATIONS FOR PUBLIC WATER AND SEWER INFRASTRUCTURE, PUBLIC SAFETY TECHNOLOGY AND EQUIPMENT, AND TRANSPORTATION, AND HOUSING AND URBAN DEVELOPMENT; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE GRANTEE'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION COMMUNITY PROJECT FUNDING GRANT SUBMITTAL PROCESS.

Whereas, the City of Manor finds it in the best interest of the citizens of the City of Manor, Texas to authorize the City Manager to apply for Community Project Funding opportunities for the purpose of upgrading water and sewer infrastructure, public safety technology and equipment, transportation, and housing development resources;

Whereas, the City of Manor agrees that in the event of loss or misuse of Community Project funding, City of Manor assures that the funds will be returned in full; and

Whereas, the City of Manor designates the City Manager as the grantee's authorized official.

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

City of Manor, Texas approves submission of the city's Community Project Funding. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

PASSED AND APPROVED this 15th day of March 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary



March 10, 2023

Greg Casar, Congressman 35th District of Texas
1339 Longworth House Office Building
Washington, DC 20515

Re: Letter of Support for 35th District of Texas Community Projects and Funding

Dear Congressman Casar,

On behalf of the citizens and businesses of the City of Manor, I am seeking your office's support and prioritization of funding to help our community address our water and sewer infrastructure needs and partner with the Texas Department of Transportation and Travis County Commissioner Court to fund their respective highway and roadway improvements in this section of Travis County.

Since the 2010 census, the City of Manor has emerged from a small town of 5,037 population with limited transportation assets to be strategically located in the path of growth at the intersection of U.S. 290 and FM 973, to a community of 30,000+ citizens that include ShadowGlen and Presidential Meadow municipal utility districts.

The estimated daily traffic count through the City of Manor has reached as high as 62,000 vehicle per day along U.S. 290 East, which increased from 45,000 vehicles per day. With the increased traffic traveling through our community, our Public Safety officials have dealt with five (5) deaths on the state highways within our corporate limits since 2020. Improving our regional transportation in this portion of Travis County is critical in seeking your support to fund the required transportation studies and construction funds to safely upgrade the state highway system through our community. Securing your support through the different Community Project Funding projects that we submit will illustrate to our citizens and business stakeholders of the unique opportunity to transcend jurisdictional boundaries and accelerate public infrastructure improvements for viable short- and long-term solutions for our local and regional mobility needs.

With City of Manor projected to add 14,000 units (an estimated 42,000 population increase) residing in our community over the next 5 to 7 years, managing the region's rapid growth and transportation infrastructure has become a top priority, FM 973 North, U.S. 290 East, and SH 95 South are regional projects that cannot be understated. Texas Municipal League Region 10 cities and businesses stand united with us.

We look forward to collaborating and assisting your office with supporting the city's list of Community Project Funding priorities for the eastern crescent of Travis County and providing the families and businesses a sense of community and genuine care for their safety and protection.

Always working to make the world a better place,

Dr. Chris Harvey, Mayor