



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

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## City Council Regular Meeting

Wednesday, August 03, 2022 at 7:00 PM

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

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### AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

- A.** Declaring the week of July 12-16, 2022, as “*Manor 8u Softball World Series Week*”

PUBLIC COMMENTS

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

CONSENT AGENDA

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

- 1.** Consideration, discussion, and possible action to approve the City Council Minutes of July 20, 2022, City Council Regular Meeting.  
*Submitted by: Lluvia T. Almaraz, City Secretary*
  
- 2.** **Second and Final Reading:** Consideration, discussion and possible action on an ordinance annexing 62.84 acres, , 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.  
*Submitted by: Scott Dunlop, Development Services Director*

- 3. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2).**  
*Applicant: Kimley-Horn and Associates*  
*Owner: Millcreek Residential*  
*Submitted by: Scott Dunlop, Development Services Director*

## REGULAR AGENDA

- 4. Consideration, discussion, and possible action on the Second Amendment to the Development Agreement between the City of Manor and Jefferson Triangle Marine, LP.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 5. Consideration, discussion, and possible action on a Development Services Financial Planning Model and Benchmarking Study engagement letter.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 6. Consideration, discussion, and possible action on setting public hearings for the FY 2022-2023 Proposed Annual Budget.**  
*Submitted by: Lydia Collins, Director of Finance*
- 7. Consideration, discussion, and possible action on setting a public hearing for the FY 2022-2023 Proposed Property Tax Rate.**  
*Submitted by: Lydia Collins, Director of Finance*
- 8. Consideration, discussion, and possible action on an ordinance ordering a Special Election to be held on the question of The City of Manor’s continued participation in The Capital Metropolitan Transportation Authority; designating November 8, 2022, as the date of the Special Election; prescribing the form of the ballot; providing for election procedures; providing for an effective date; providing an open meetings clause; and providing for related matters.**  
*Submitted by: Scott Moore, City Manager*
- 9. Consideration, discussion, and possible action on an ordinance of the City of Manor Texas, ordering a Special Election to be held on November 8, 2022, on a proposition to increase the City’s General Revenue Sales and Use Tax Rate pursuant to Chapter 321 of the Texas Tax Code, conditioned on a majority of qualified voters voting “No” on Proposition “A”, which is the measure on the question of the continuation of the Capital Metropolitan Transportation Authority in the City of Manor; providing for proposition language; providing for election procedures; providing for an effective date; providing an open meetings clause; and providing for related matters.**  
*Submitted by: Scott Moore, City Manager*

- 10. Consideration, discussion, and possible action on the First Amendment to the Professional Services Contract for the 2050 Comprehensive Plan to Freese and Nichols, Inc.**  
*Submitted by: Scott Moore, City Manager*
- 11. Consideration, discussion, and possible action on allocating funds for senior transportation within the City of Manor.**  
*Submitted by: Scott Moore, City Manager*
- 12. Consideration, discussion, and possible action on membership to the Austin Healthcare Council.**  
*Submitted by: Scott Moore, City Manager*
- 13. Consideration, discussion, and possible action on Community Program opportunities utilizing Travis County facilities.**  
*Submitted by: Scott Moore, City Manager*
- 14. Consideration, discussion, and possible action on offering workforce training opportunities and Austin Community College Courses for City of Manor residents.**  
*Submitted by: Scott Moore, City Manager*
- 15. Consideration, discussion, and possible action on youth program opportunities.**  
*Submitted by: Scott Moore, City Manager*

## **EXECUTIVE SESSION**

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

- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding; 1) Capital Metropolitan Transportation Authority; 2) Proposed Charter Amendments and related processes.*

## **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 regarding; 1) *Capital Metropolitan Transportation Authority; 2) Proposed Charter Amendments and related processes.*

## **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, July 29, 2022, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

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

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



Item A.

## PROCLAMATION

**WHEREAS,** The members of the 2022 Manor 8u Softball team consist of Abigail Pryor, Anya Ochoa, Gabriella Pryor, Tia Edwards, Mya Reyes, Ashlyn Hayes, Londyn Marshall, Leah Parr, Mila Davis, Madison Wallace, and Alexia De La Pena; Coaches: Kinny Ochoa, John Davis, Erik Perez, Marcus Pryor and Benny “Pops”; and

**WHEREAS,** The 2022 Manor 8u Softball team is first to qualify for All Stars Sectionals and Regionals; and

**WHEREAS,** The 2022 Manor 8u Softball team is first to ever go to World Series; and

**WHEREAS,** Citizens of Manor and fans of The Manor Youth Association are proud of the accomplishments thus far of the 2022 Manor 8u All Stars; and

**WHEREAS,** they traveled to Laredo to compete in the Pony World Series; and

**WHEREAS,** The City of Manor commends the 2022 Manor 8u All Stars for their teamwork, athleticism, and grace in the sport of softball, and wishes them good luck!

**NOW, THEREFORE,** I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaimed the week of July 12-16, 2022, as:

### *“Manor 8u Softball World Series Week”*

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 3<sup>rd</sup> day of August 2022.

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Dr. Christopher Harvey, Mayor  
City of Manor



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

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

- July 20, 2022, 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 July 20, 2022, City Council Regular Meeting.

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



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

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Scott Dunlop, Development Services Director  
Ryan Phipps, Chief of Police  
Denver Collins, Captain  
Scott Jones, Economic Development Director  
Debbie Charbonneau, Heritage and Tourism Manager  
Tracey Vasquez, HR Manager  
Michael Tuley, Director of Public Works  
Phil Green, IT Director  
Michael Pachnick, IT Technician  
Frank T. Phelan, P.E., City Engineer  
Paige Saenz, City Attorney

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:02 p.m. on Wednesday, July 20, 2022, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## PRESENTATION

### A. ConnectATX presented by Stephanie Gatica, System Outreach Coordinator of United Way of Greater Austin.

Ms. Gatica introduced herself and Ms. Anabella Tarango, Community Integration Manager and discussed the attached information regarding ConnectATX. Ms. Tarango navigated through the ConnectATX online site and explained the different options the site offered. Ms. Gatica explained how ConnectATX would help the community find different resources that are connected through United Way. <https://www.unitedwayaustin.org/connectatx/>

## PUBLIC COMMENTS

Robert Battaile, Manor, Texas spoke in regard to a master plan he created for the parks. He is requesting for all meetings to be recorded. Ms. Battaile also suggested for the creation of a park's recreation department and the increase of in-lieu park fees. He spoke in regard to the park trail and expressed his concerns regarding parking.

Mayor Harvey informed Mr. Battaile of the city's comprehensive planning process and invited him to the online surveys that are being conducted regarding his suggestions.

No one else appeared at this time.

## PUBLIC HEARINGS

- 1. Conduct a Public Hearing on an ordinance annexing 62.84 acres, 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.**

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

Mayor Harvey opened the public hearing.

Scott Dunlop, Development Services Director discussed the proposed annexation.

Discussion was held regarding the reason why property owners did not want to annex before.



Discussion was held regarding the lift station on the property and how it ties in with wastewater service.

City Engineer Phelan discussed how the lift station is connected to the Cottonwood WWTP development.

Discussion was held regarding the clarification of annexing into the city.

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

There was no further discussion.

**Motion to close carried 7-0**

- 2. Conduct a Public Hearing on an ordinance rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2). Applicant: Kimley-Horn and Associates; Owner: Millcreek Residential**

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

Mayor Harvey opened the public hearing.

Scott Dunlop, Development Services Director discussed the proposed annexation.

Amanda Brown with Kimley-Horn and Associates presented the attached PowerPoint presentation and discussed the proposed Mill Creek Development.

Zachary Summers with Millcreek Residential introduced himself and discussed the attached fact sheet regarding the prohibited uses and permitted uses for the development. He discussed the proposed amenities for the community.

Ms. Brown discussed the proposed rezoning application request. She discussed the project benefits for the city.

Discussion was held regarding the emergency access within the development.

Discussion was held regarding the market pricing for the proposed townhomes.

Discussion was held regarding the sizes of the homes.

Discussion was held regarding the location of the pool.

Discussion was held regarding other amenities for the development.

Discussion was held regarding the open space of the development.

Discussion was held regarding the clarification of the TIA being completed concurrent with the site plan prior to the development.

Discussion was held regarding the comprehensive plan for the city regarding residential/commercial development.

Discussion was held regarding the Planning and Zoning Commission concerns regarding traffic and future road upkeep.

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

There was no further discussion.

**Motion to close carried 7-0**

### **CONSENT AGENDA**

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

- **July 6, 2022, City Council Workshop – Charter Review**
- **July 6, 2022, City Council Regular Meeting**
- **July 15, 2022, City Council Special Emergency Meeting**
- **July 15, 2022, City Council Called Special Session**

#### **4. Consideration, discussion, and possible action on the acceptance of the June 2022 Departmental Reports.**

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

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve and accept the June 2022 Departmental Reports.

There was no further discussion.

**Motion to approve carried 7-0**

**REGULAR AGENDA**

- 5. First Reading: Consideration, discussion and possible action on an ordinance annexing 62.84 acres, 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.**

The city staff recommended that the City Council approve the first reading of an ordinance annexing 62.84 acres, , 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.

Ordinance: 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.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace, to approve the first reading of an ordinance annexing 62.84 acres, , 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.

There was no further discussion.

**Motion to approve carried 7-0**

- 6. First Reading: Consideration, discussion, and possible action on an ordinance rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2). Applicant: Kimley-Horn and Associates; Owner: Millcreek Residential**

The city staff recommended that the City Council approve the first reading of an ordinance rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2).

Ordinance: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land to Townhome (TH) and Medium Commercial (C-2); Making Findings of Fact; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve the first reading of an ordinance rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2).

Council Member Deja Hill inquired if there were any comments received by the neighbors in the area. Development Services Director Dunlop confirmed that no comments were received regarding development.

There was no further discussion.

**Motion to approve carried 7-0**

**7. Consideration, discussion, and possible action on a Statement of Work No. 17 to the Master Services Agreement dated October 7, 2020, with George Butler Associates, Inc. for a 210 Reuse Authorization Application to the Texas Commission on Environmental Quality (TCEQ.)**

The city staff recommended that the City Council approve Statement of Work No. 17 under the existing Master Services Agreement with George Butler Associates, Inc. in the amount of \$7,700.00.

City Engineer Phelan discussed the proposed statement of work.

Discussion was held regarding the funding for the plant.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to approve Statement of Work No. 17 under the existing Master Services Agreement with George Butler Associates, Inc. in the amount of \$7,700.00.

There was no further discussion.

**Motion to approve carried 7-0**

**8. Consideration, discussion, and possible action on a change order to the construction contract for the FM 973 Water and Wastewater Improvements project.**

The city staff recommended that the City Council approve Change Order No. 1 to the construction contract for the FM 973 Water and Wastewater Improvements project with Black Rock Construction in the amount of \$8,887.70.

City Engineer Phelan discussed the proposed change order to the construction contract for the FM 973 Water and Wastewater Improvements project.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno, to approve Change Order No. 1 to the construction contract for the FM 973 Water and Wastewater Improvements project with Black Rock Construction in the amount of \$8,887.70.

Discussion was held regarding the clarification of the project improvements.

Discussion was held regarding future wastewater improvement projects for the city.

Discussion was held regarding the color coding for fire hydrants regarding water pressure.

There was no further discussion.

**Motion to approve carried 7-0**

**9. Consideration, discussion, and possible action on an ordinance for the purpose of amending Rules of Procedure to govern the conduct of city council meetings; adding protection of confidential documents; amending provisions governing community response and public comments provided to committees; removing committees established by ordinance; amending section 1.04.002 of the Manor Code of Ordinances to refer to the new Rules of Procedure; and providing for related matters.**

The city staff recommended that the City Council approve Ordinance No. 662 for the purpose of amending Rules of Procedure to govern the conduct of city council meetings; adding protection of confidential documents; amending provisions governing community response and public comments provided to committees; removing committees established by ordinance; amending section 1.04.002 of the Manor Code of Ordinances to refer to the new Rules of Procedure; and providing for related matters.

Robert Battaile submitted a speaker card and spoke in regard to the proposed amendment regarding Section 7.04 Addressing the City Council. He voiced his opinion regarding someone stating their address for the record.

Ordinance No. 662: An Ordinance of The City of Manor, Texas, for the Purpose of Amending Rules of Procedure to Govern the Conduct of City Council Meetings; Adding Protection of Confidential Documents; Amending Provisions Governing Community Response and Public Comments Provided to Committees; Removing Committees Established by Ordinance; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the new Rules of Procedure; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill, to approve Ordinance No. 662 for the purpose of amending Rules of Procedure to govern the conduct of city council meetings; adding protection of confidential documents; amending provisions governing community response and public comments provided to committees; removing committees established by ordinance; amending section 1.04.002 of the Manor Code of Ordinances to refer to the new Rules of Procedure; and providing for related matters.

Discussion was held regarding the clarification of removing the Council Committees from the Rules of Procedure.

There was no further discussion.

**Motion to approve carried 7-0**

**10. Consideration, discussion, and possible action on a Management Services Agreement for Cemetery Administration with Nora Sanchez.**

The city staff recommended that the City Council approve the Management Services Agreement for Cemetery Administration with Nora Sanchez; and authorize the Mayor to sign agreement.

City Manager Moore discussed the proposed Services Agreement for Cemetery Administration services with Nora Sanchez.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve the Management Services Agreement for Cemetery Administration with Nora Sanchez; and authorize the Mayor to sign agreement.

Discussion was held regarding the clarification of the cemetery hours.

Discussion was held regarding the clarification of the contract services for the city.

Discussion was held regarding the clarification of the effective date for the monthly stipend.

Council thanked Ms. Sanchez for her volunteer services.

Ms. Sanchez clarified how records were currently being kept and stated that a pdf form would be created and provided to the city.

There was no further discussion.

**Motion to approve carried 7-0**

**11. Consideration, discussion, and possible action on canceling the October 5, 2022, Regular City Council Meeting and setting a Called Special Session.**

The city staff recommended that the City Council cancel the October 5, 2022, Regular City Council meeting and set a Called Special Session for Monday, October 3, 2022, at 7:00 p.m. due to the TML Annual Conference being held on October 5-7, 2022.

**MOTION:** Upon a motion made by Council Member Deja Hill and seconded by Council Member Wallace, to cancel the October 5, 2022, Regular City Council meeting and set a Called Special Session for Monday, October 3, 2022, at 7:00 p.m.

There was no further discussion.

**Motion to approve carried 7-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:02 p.m. on Wednesday, July 20, 2022, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney)* to consult with legal counsel regarding Capital Metropolitan Transportation Authority at 8:02 p.m. on Wednesday, July 20, 2022.

The Executive Session was adjourned at 9:06 p.m. on Wednesday, July 20, 2022

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 9:06 p.m. on Wednesday, July 20, 2022.

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

There was no action taken.

**ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 9:06 p.m. on Wednesday, July 20, 2022.

These minutes approved by the Manor City Council on the 3<sup>rd</sup> day of August 2022. *(Audio recording archived)*

**APPROVED:**

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

**ATTEST:**

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

Draft Minutes



# HELP STARTS HERE

Item 1.



Food



Workforce & Adult Education



Transportation



Housing



Health



Mental Health & Substance Use



Parenting & Family



Financial Assistance

ConnectATX is here to help you find resources that best fit your needs. Run by United Way for Greater Austin, ConnectATX offers up-to-date information in these areas and more.

**Get connected today at [ConnectATX.org](https://connectatx.org), by calling 833-512-CATX (833-512-2289), or by texting your zip code to 85511.**



United Way for  
Greater Austin

SCAN ME!



17

# LA AYUDA EMPIEZA AQUÍ

Item 1.



Comida



Fuerza Laboral y Educación para Adultos



Transporte



Vivienda



Salud



Salud Mental y Consumo de Sustancias



Familia



Asistencia Financiera

ConnectATX está aquí para ayudarle a encontrar los recursos para sus necesidades. Administrado por United Way for Greater Austin, ConnectATX ofrece información actualizada en estas áreas y más.

**Comuníquese hoy en [ConnectATX.org](https://www.connectatx.org), llamando al 833-512-CATX (833-512-2289) o enviando un mensaje de texto con su código postal al 85511. <https://www.unitedwayaustin.org/connectatx/>**



connectatx



United Way for Greater Austin

¡ESCANÉAME!



18



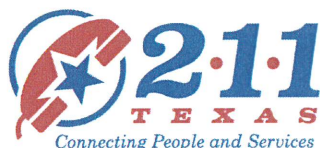
United Way for Greater Austin

# HOW TO CHOOSE:

Item 1.

## 2-1-1 and ConnectATX

United Way for Greater Austin helps Central Texans navigate the complex system of social services through two programs: 2-1-1 and ConnectATX. Follow this guide to know which one is right for you.



**2-1-1** is our front door to community resources. Run by United Way for Greater Austin, anyone in Texas can call 2-1-1 to get help with housing, food, health, child care, education, employment, transportation, public benefits, and legal services.



**ConnectATX** is a complement to 2-1-1 that offers a holistic, proactive approach to improving health and education outcomes in Travis County.

**Free**

**Free**

Access more than 30,000 local, statewide, and national resources covering housing, food, health, child care, education, employment, transportation, counseling, government resources, disaster information, and more

Access more than 30,000 local, statewide, and national resources covering housing, food, health, child care, education, employment, transportation, counseling, government resources, disaster information, and more

Service is staffed by trained, professional navigators

Service is staffed by trained, professional navigators

Available in more than 200 languages

Available in more than 200 languages

Every person in Texas can use this service

For Travis County residents 18 and older

Call focuses on immediate needs of the caller

Callers are walked through a proactive, holistic assessment of multiple needs

Calls typically last 4-7 minutes

Calls typically last 10-15 minutes

Client information is confidential

Client information is collected and shared with closed-loop referral partners

Specialists provide referral information to caller

Specialists connect caller to resources and follow up with caller

Call 2-1-1

Call (833) 512-2289, chat online at [ConnectATX.org](http://ConnectATX.org), or text your zip code to 85511

24/7

Call, text, or chat M-F 8 am - 6 pm, or go online anyti

# HELP STARTS HERE



# AYUDA COMIENZA AQUÍ

## ConnectATX is here to help!

Use ConnectATX to find  
up-to-date information on:

**FOOD**

**HOUSING**

**TRANSPORTATION**

**CHILD CARE**

**PARENTING CLASSES**

**JOB TRAINING**

**COVID-19 VACCINE**

**AND MORE**

If you would like someone to give you  
a follow-up call to explore resources,  
fill out this quick form. It only takes a  
few minutes to complete!



**GET CONNECTED TODAY BY CALLING  
833-512-CATX (2289), VISITING  
CONNECTATX.ORG, OR TEXTING YOUR  
ZIP CODE TO 85511.**

## ¡ConnectATX está aquí para ayudar!

Utilice ConnectATX para encontrar  
información actualizada sobre:

**ALIMENTOS**

**VIVIENDA**

**TRANSPORTACIÓN**

**CUIDADO DE NIÑOS**

**CLASES PARA PADRES**

**FORMACIÓN PARA EL TRABAJO**

**VACUNA COVID-19**

**Y MÁS**

Si desea que alguien le haga una  
llamada de seguimiento para explorar  
los recursos, rellene este rápido  
formulario. Sólo se tarda unos minutos  
en completarlo.

**COMUNÍQUESE HOY LLAMANDO AL  
833-512-CATX (2289), VISITANDO CONNECTATX.ORG,  
O ENVÍE UN MENSAJE DE TEXTO  
CON SU CÓDIGO POSTAL AL 85511.**

### Thank you funders:

ConnectATX is a program of United Way for  
Greater Austin, funded by the Michael & Susan Dell Foundation  
and the Episcopal Health Foundation.

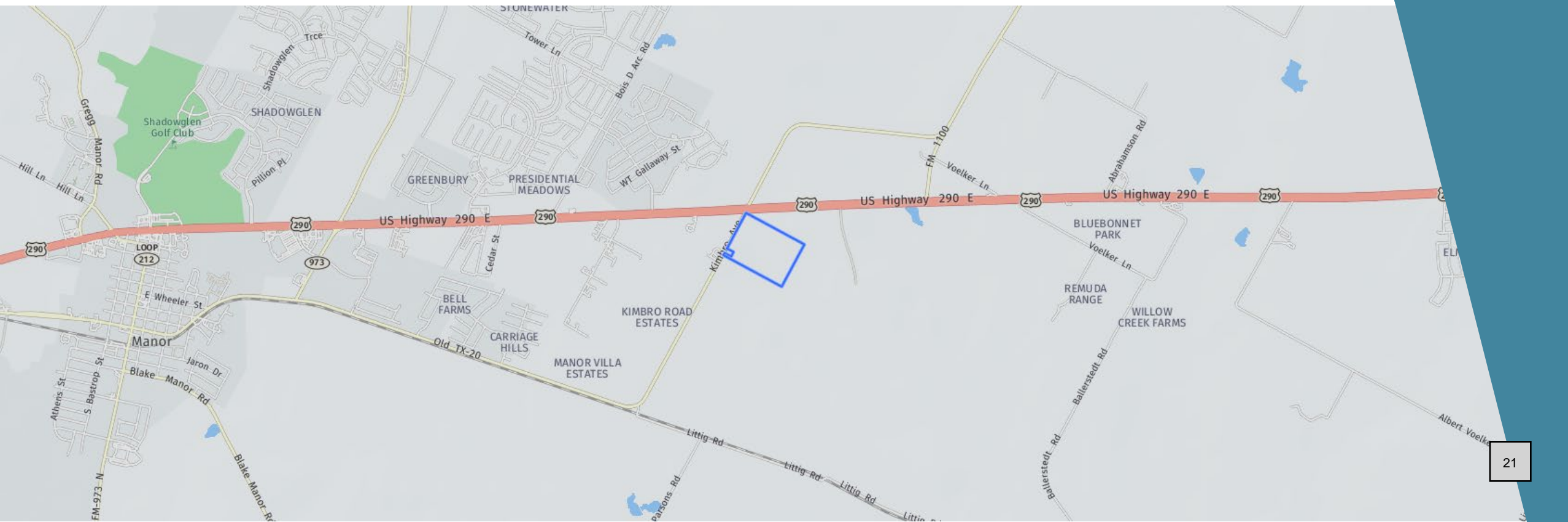


### Gracias a los financiadores:

ConnectATX es un programa de United Way for  
Greater Austin, financiado por la Michael & Susan Dell Foundation  
y la Episcopal Health Foundation.

# Mill Creek Development

## US 290 & Old Kimbro Road



**MILL CREEK  
MANIFESTO**

...our homes are more than just four walls.

...in living where you want to be – not where you have to be.

...in a 'fix it or find someone who can' philosophy.

**we believe**

...your home is your runway.

...that what you say matters.

...that pets are people, too.

...in honesty even when it's not easy.

... your home is a 12-month stay-cation.

...your daily grind should be a trip to our coffee bar.



**BRAND PROMISE**

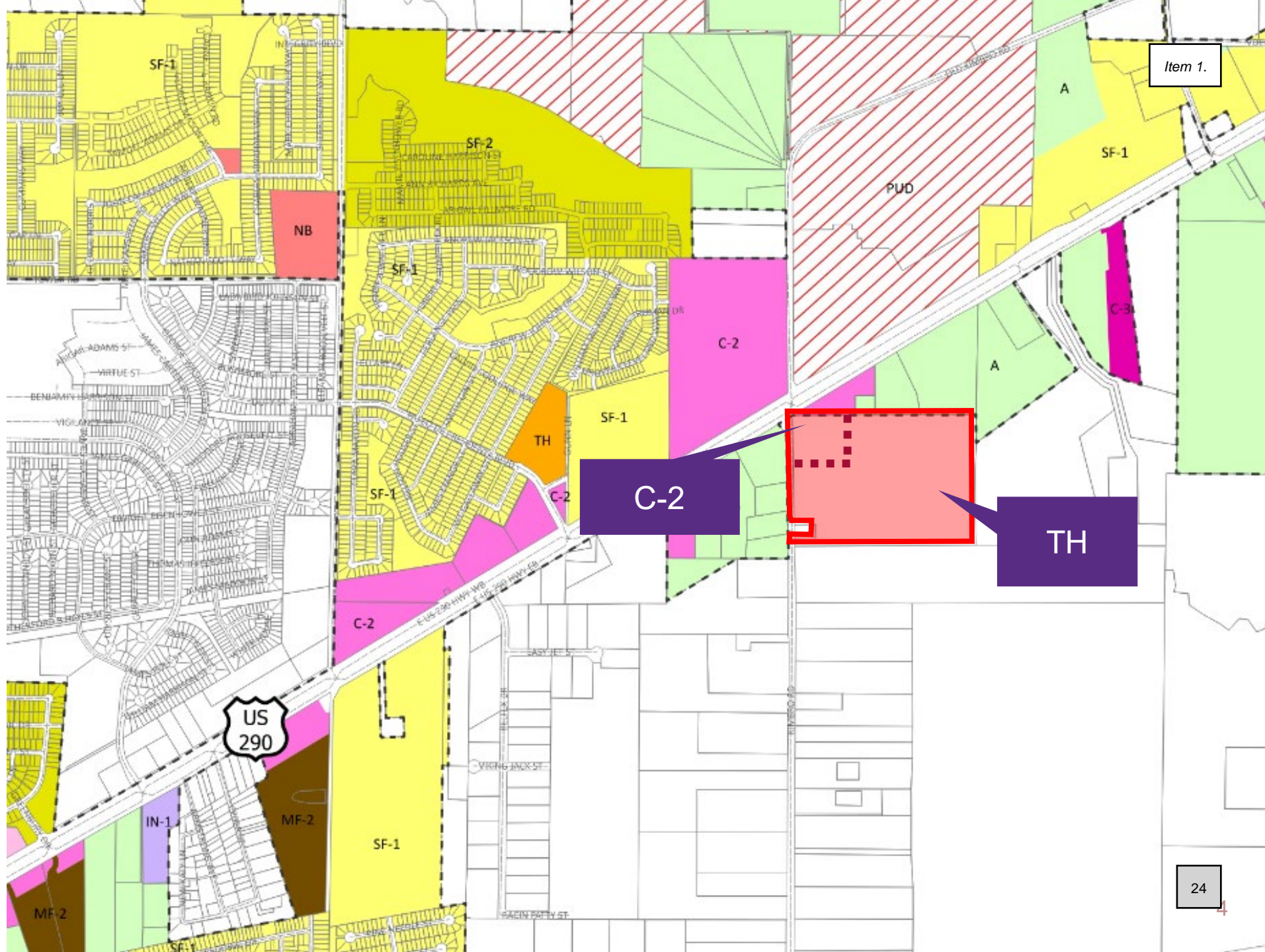
Here, we're on a mission to make our customers' lives easier by helping them find the home they want – and making sure they're happy long after they move in.



The investment pictured above is an example of a single-family rental community

# MILL CREEK SFR PLATFORM

# Zoning Map





# Conceptual Plan

9.38 Acres of Commercial  
Est. 80,000 ft<sup>2</sup>  
Retail/Service Oriented  
Nuisance Uses Prohibited

335 Townhomes  
Professionally Managed  
Mostly 3+ Beds  
Backyards + Garages

11 Acres of Open Space  
A+ Amenities  
Dog Park  
Amenity Center



# Commercial Site

- Made feasible by previously installed lift station
- Potential for 80,000 square feet of commercial space

PERMITTED USES	PROHIBITED BY DEED RESTRICTION
Art Studio/Gallery Business Support Services Child Care Center Event Center Financial Services Florist General Retail Personal Services Pet Store Restaurant	Nightclub or Bar (stand alone) Billiard Hall Flee Market & Pawn Shop Bail bonds Sexually oriented business or Tattoo Parlor Gas Stations or Repair Shops (stand alone) Gambling/gaming facility Mobile Home Park Junkyards Funeral Home

# Mill Creek Residential

- 335 Townhomes on 52 acres
- Professionally owned, managed, and maintained
  - Landscape
  - Amenities
  - Community engagement
- Geared toward Families
  - Majority 3-4 bedroom units
  - Backyards
  - Garages
  - Not a typical rental product with shared walls on all sides

# Townhomes

Item 1.



Backyards

Mostly 3-4 Bedrooms



1,100-1,700 Sq. Ft.

Garage + Driveway

# Conceptual Plan



Emergency Access

TY OF MANOR  
3.112 ACRES)  
DOC. NO. 202105204  
O.P.R.T.C.T.

DAVIS RICE  
(5.565 ACRES)  
DOC. NO. 2013207877  
O.P.R.T.C.T.

KLATT PROPERTIES, LP  
(15.71 ACRES)  
DOC. NO. 2008204941  
O.P.R.T.C.T.

Item 1.

9.38 AC  
Commercial  
Tract

Floodplain

Gated Community  
Turn Lanes

Clubhouse w/ Gym, Pool,  
Multi-Purpose Room

11 acres of Open Space  
including a Dog Park and  
Outdoor Seating Areas.

Guest Parking

Block Structure  
w/ 2 Unit Size

HORSEFEATHERS FARM, INC.  
(56.652 ACRES)  
DOC. NO. 2002187747  
O.P.R.T.C.T.

# Mill Creek Manor

	TH District Standard	Proposed Development
<b>Building Height (max.)</b>	35'	32'-8" (2 story w/ pitched roof)
<b>Number of Units</b>	624	335
<b>Density (max.)</b>	12 units per acre	6.64 units per acre
<b>Building Coverage (max.)</b>	60%	25%
<b>Min. Open Space</b>	5%	21%

# Project Benefits

- New quality residential development
- Approx. \$184,250 toward Parkland Fund + 11 acres of private opens space
- Preliminary Traffic Study:
  - Additional ROW for Old Kimbro Rd.
  - New left and right turn lanes Old Kimbro Rd.
  - New right turn lane on Littig Rd.
  - Traffic will be distributed toward Hwy. 290 and Old Hwy 20.

# Project Benefits

- \$2.6 million in property tax to City & Manor ISD
- \$500,000 in sales tax to City of Manor
- Extra LUEs of utility capacity
  - Lift Station Construction Complete
  - 350 LUEs dedicated for this site total



Item 1.

Townhome



Townhome



~1 mile

Plant



**MILL CREEK OLD KIMBRO ROAD FACT SHEET**

**RESIDENTIAL COMPONENT**

**THE VISION**

A quality for rent development owned, managed, and maintained by a top firm with substantial resources. Residents will have access to A+ amenities and be in close proximity to nearby retail centers.

**THE PROJECT**

- 52 acres of Townhome (TH) zoning
- 335 Townhomes
  - Mostly 3-4 Bedroom Units
  - Garages & private back yards for each home
  - Professionally managed
  - A+ Community Amenities
  - Appropriate land use transition from commercial areas on Hwy. 290

**OPEN SPACE & PARKLAND**

\$184, 250 toward parkland fund  
11 acres of open space and amenities

**COMBINED EST. TAX REVENUE FOR MANOR**

\$2.6 million in est. property tax (includes MISD contributions)  
\$500,000 in est. sales tax

**TRANSPORTATION IMPROVEMENTS – PRELIMINARY ANALYSIS RESULTS**

Additional ROW for Old Kimbro Rd.  
New left and right turn lanes Old Kimbro  
New right turn lane on Littig Rd.  
Traffic distributed toward Hwy. 290 & Old Hwy 20.

**PREVIOUS CONTRIBUTION TO WASTEWATER INFRASTRUCTURE**

Lift station constructed  
Extra LUEs of utility capacity from 350 LUEs guaranteed through the DA (only 251 needed for Residential component)

**DEVELOPMENT STANDARDS**

	<b>TH District Standard</b>	<b>Proposed Development</b>
<b>Building Height (max.)</b>	35'	32'-8" (2 story w/ pitched roof)
<b>Number of Units</b>	624	335
<b>Density (max.)</b>	12 units per acre	6.64 units per acre
<b>Building Coverage (max.)</b>	60%	25%
<b>Min. Open Space</b>	5%	21%

## COMMERCIAL COMPONENT

### THE VISION

A substantial retail center that will provide much needed space for restaurants, shopping, personal service facilities, offices, etc. This center will help to provide commercial amenities for adjacent neighborhoods.

### THE PROJECT

9.38 acres of Medium Commercial (C-2)

- Est. 80,000 square feet of commercial space

### COMBINED EST. TAX REVENUE FOR MANOR

\$2.6 million in est. property tax (includes MISD contributions)

\$500,000 in est. sales tax

### PERMITTED USES PER PROPOSED ZONING:

- Art Studio/Gallery
- Business Support Services
- Child Care Center
- Event Center
- Financial Services
- Florist
- General Retail
- Personal Services
- Pet Store
- Restaurant

### PROHIBITED USES PER DEED RESTRICTION:

- Nightclub or Bar (stand alone)
- Billiard Hall
- Flee Market & Pawn Shop
- Bail bonds
- Sexually oriented business or Tattoo Parlor
- Gas Stations or Repair Shops (stand alone)
- Gambling/gaming facility
- Mobile Home Park
- Junkyards
- Funeral Home

# Conceptual Plan

11 acres of Open Space including a Dog Park and Outdoor Seating Areas.

Clubhouse/ Gym, Pool, Multi-Purpose Room

Gated Community Turn Lanes

Proximity to commercial areas



Emergency Access

Floodplain

Guest Parking

Walkable Private Streets



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Second and Final Reading: Consideration, discussion and possible action on an ordinance annexing 62.84 acres, , 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.

**BACKGROUND/SUMMARY:**

This property is at the SE corner of US 290 and Old Kimbro Road. A non-annexation development agreement was approved for it in 2017. Since the property has filed for a rezoning application and intends to change the current use, they are required to annex into the city limits per that non-annexation development agreement. The property owner also worked with the City to locate a lift station on the property as part of the Cottonwood WWTP development to provide wastewater service to the tract when it develops.

This item was postponed at the June 15, 2022, Regular Council Meeting to the July 20<sup>th</sup> Council Meeting. First Reading approved at the July 20, 2022, Regular Council Meeting.

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

- Ordinance No. 663
- Petition
- Post Annexation Provision of Services Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 663 annexing 62.8431 acres, 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.

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

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**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:

## 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*.

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of July 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 3<sup>rd</sup> day of August 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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



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

Tract One



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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



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

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

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

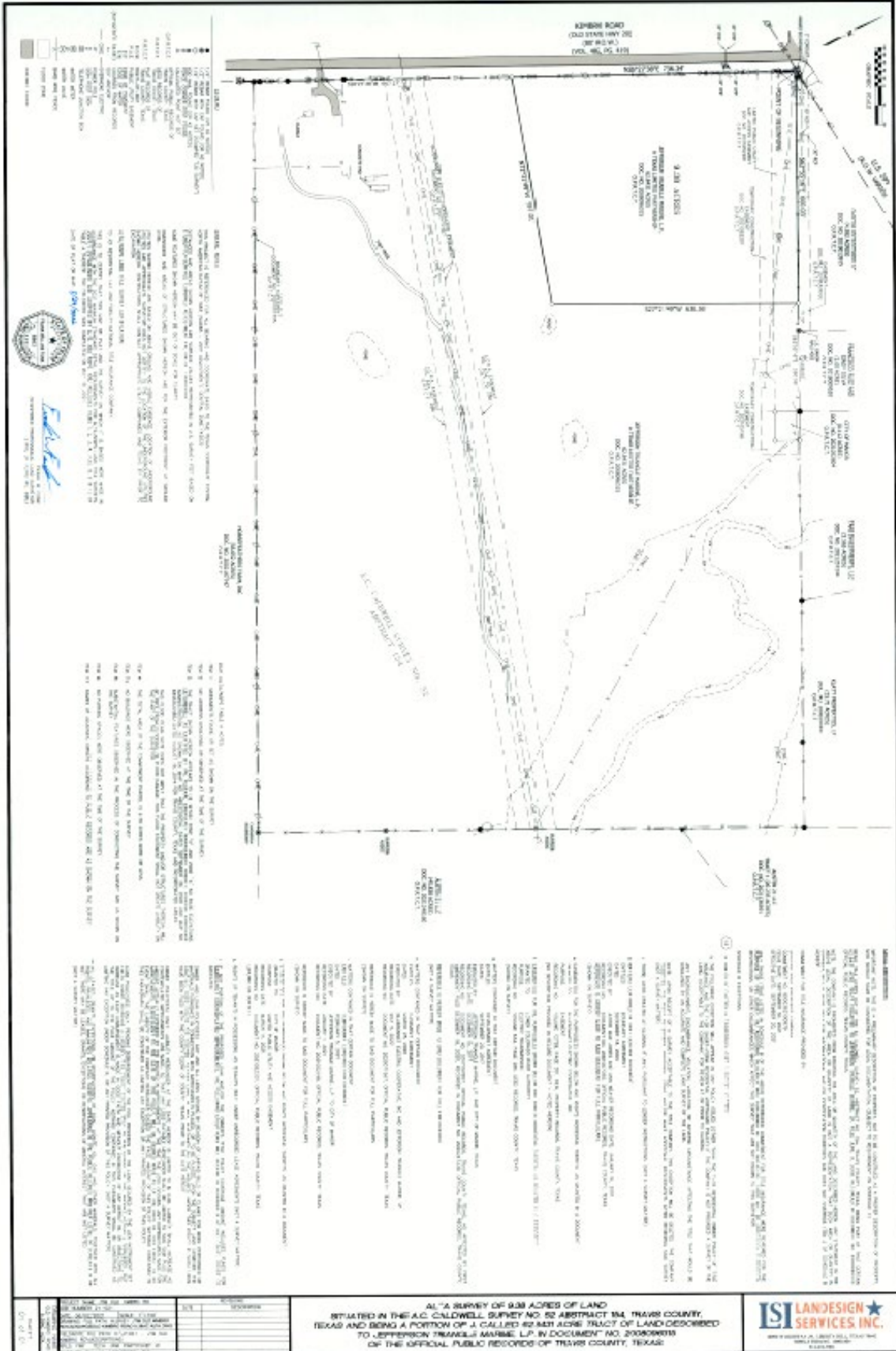
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

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



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





Tract Two



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

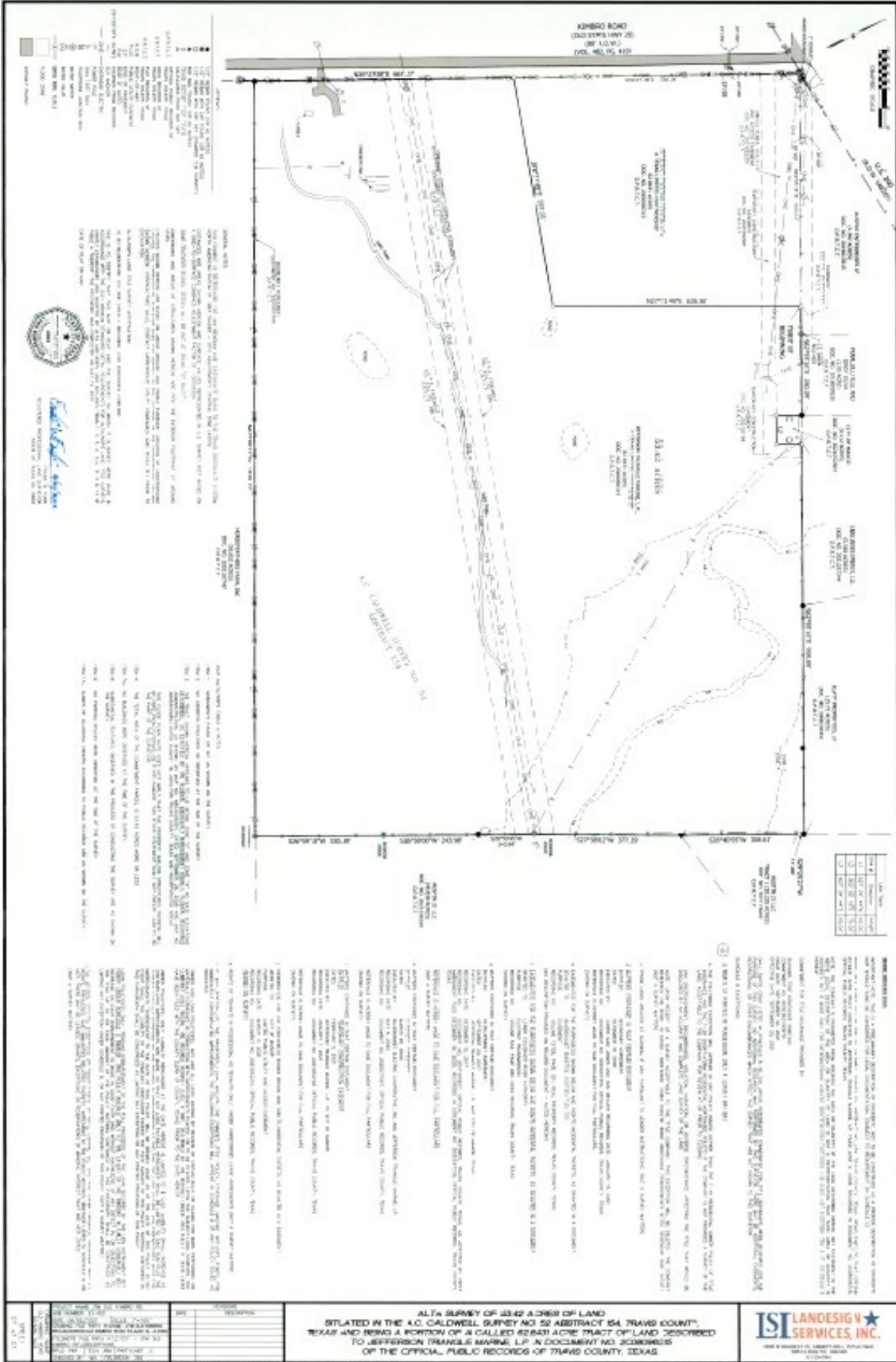
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

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



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







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

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS               §

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Petitioners: Property Owner(s)**

Jefferson Triangle Marine, L.P.

By: Palmera Properties, Inc.  
General Partner

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

STATE OF TEXAS §  
Houston §  
COUNTY OF TRAVIS §

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

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

(SEAL)



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

# EXHIBIT "A"

Survey and Legal Lot Description attached to this coversheet



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.

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED  
FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR  
RELIED UPON AS A FINAL SURVEY DOCUMENT.**

---

Frank. W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803

Job Number: 21-021

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



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

---

Frank. W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803

Job Number: 21-021

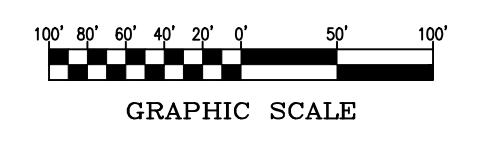
Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 53.42ac ALTA.dwg

DESIGN AND BOUNDARY VERIFICATION SURVEY OF 62.805 ACRES (2,735,807 SQUARE FEET) OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY, TEXAS AND BEING ALL OF 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	DATE	DESCRIPTION

**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.L.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



**LEGEND**

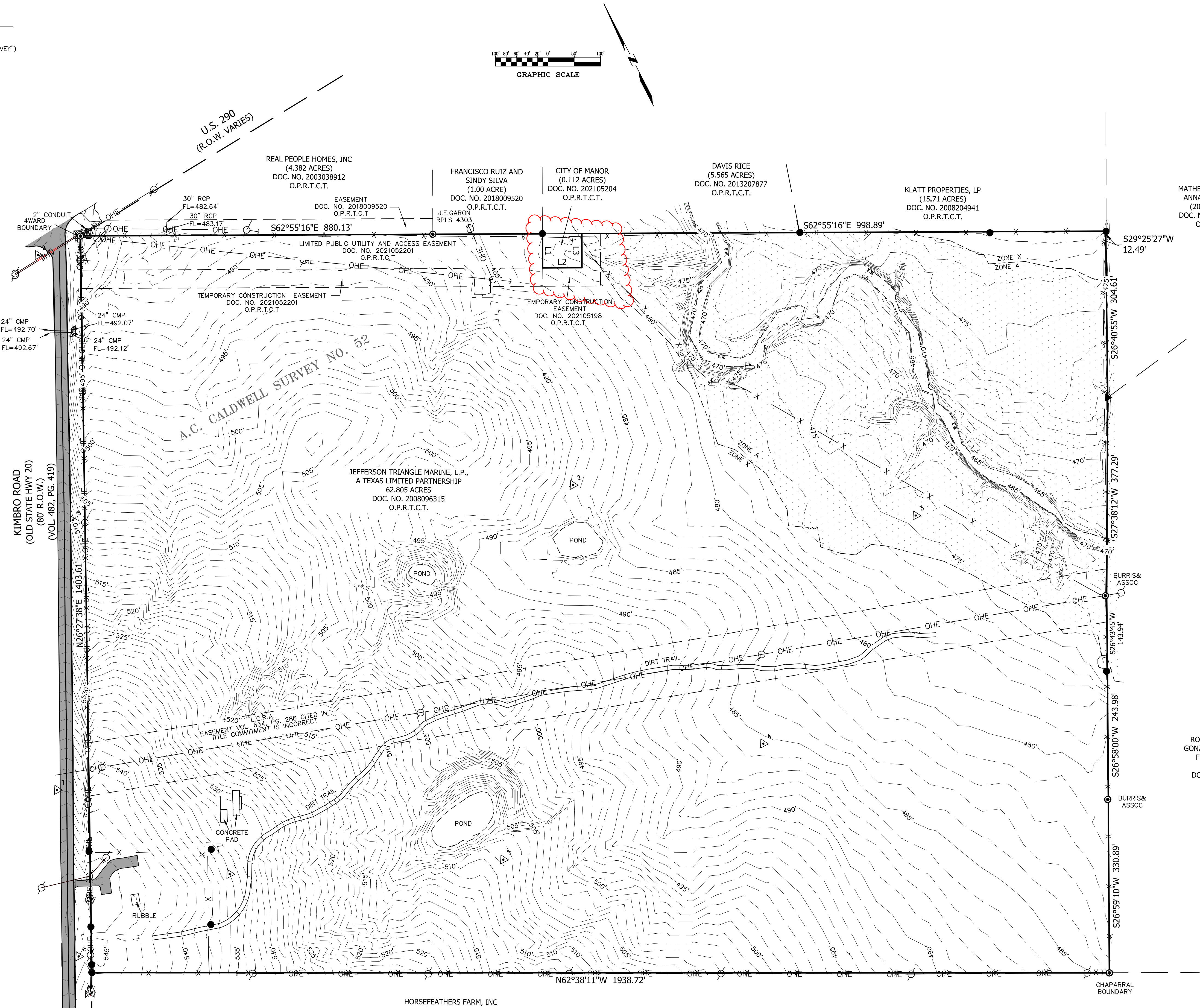
- ← GUY ANCHOR
- OHE OVERHEAD ELECTRIC
- ⊕ POWER POLE
- ⊙ SIGN POST SIGN
- ⊠ TELEPHONE JUNCTION BOX
- ⊙ WATER METER
- ⊕ WATER VALVE
- ⊠ BARB WIRE FENCE
- FLOOD ZONE
- ASPHALT PAVING
- YELLOW PAINT STRIPE

**Line Table**

Line #	Direction	Length
L1	S27° 04' 44"W	65.00'
L2	S62° 55' 16"E	75.00'
L3	N27° 04' 44"E	65.00'

**Point Table**

Point #	Northing	Easting	Elevation	Raw Description
1	10101813.76	3189809.68	535.38	IRSC 1/2
2	10102171.51	3190731.24	488.64	IRSC 1/2
3	10101819.82	3191284.71	474.65	IRSC 1/2
4	10101567.38	3190826.89	485.24	IRSC 1/2
5	10101598.63	3190285.46	508.97	IRSC 1/2
6	10101806.54	3189482.08	545.97	IRSC 1/2
7	10102106.88	3189591.47	539.05	IRSC 1/2
8	10102549.39	3189853.86	510.70	IRSC 1/2
9	10103028.84	3190026.88	496.94	IRSC 1/2



**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

ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS (GEOID 12B).

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.

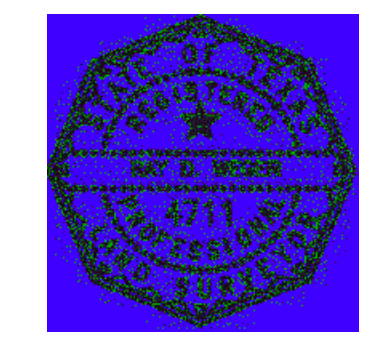
UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

EXISTING TREES WERE NOT LOCATED ON THE PROPERTY OR SHOWN FOR THIS DESIGN SURVEY.

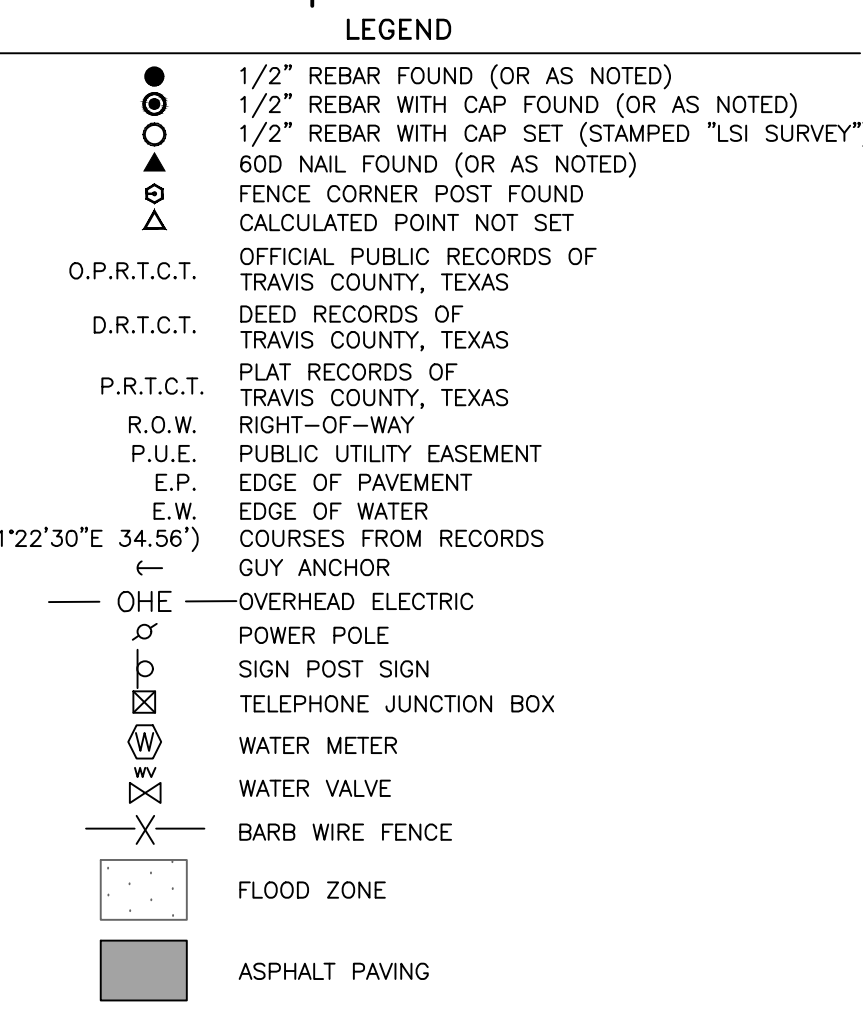
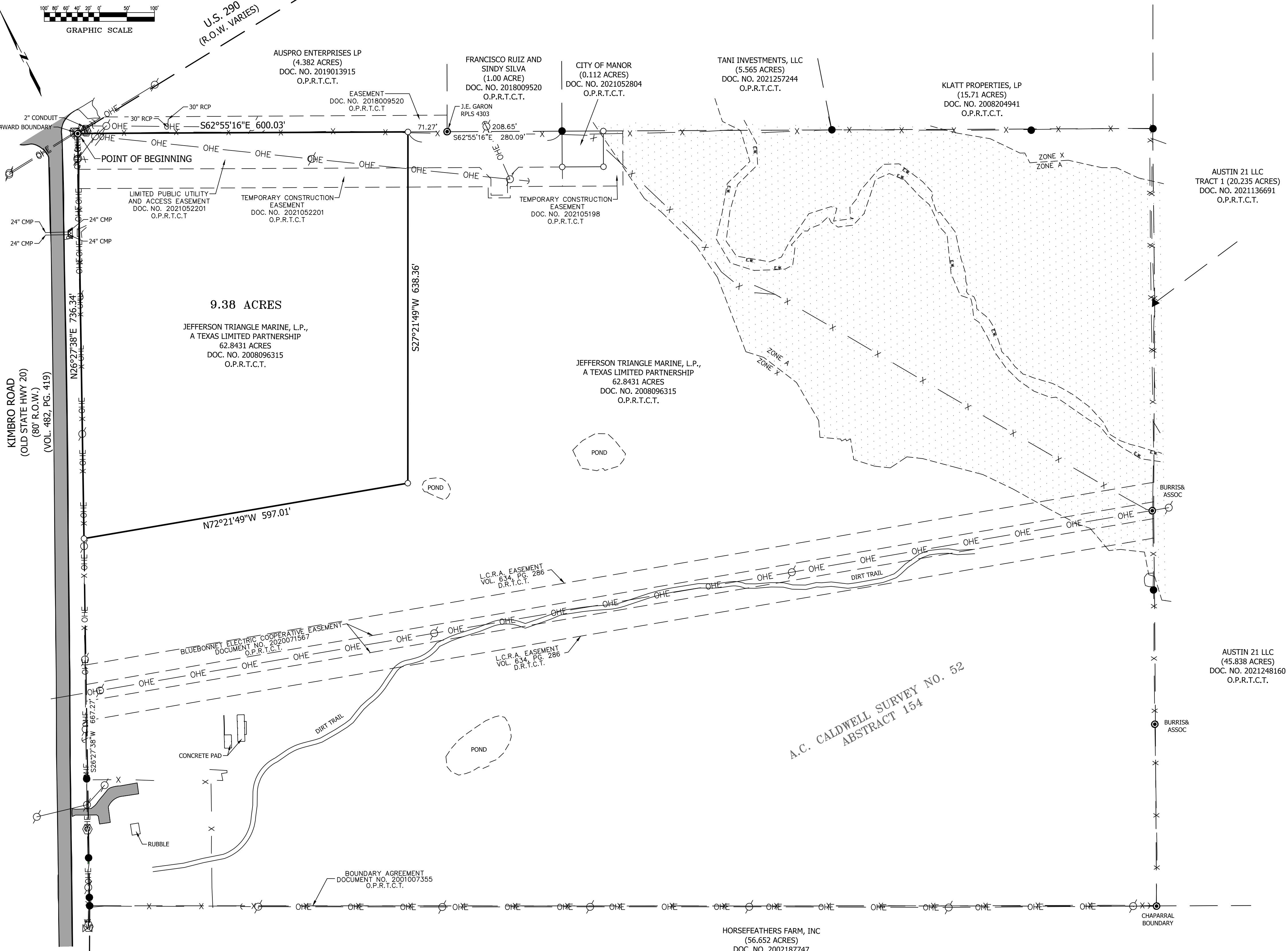
**FLOOD NOTE:**

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. 48530050SH, DATED SEPTEMBER 26, 2009 AND MAP NO. 4845300485J 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.



RAY D. WEGER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 4711



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. 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: MARCH 8, 2022

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 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.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

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 MORTGAGE 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: JUDIE 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 HEREON) 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 LAND 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)

FRANK W. FUNK REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS NO. 6803

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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the "Agreement") is entered into by and between the City of Manor, Texas, a municipal corporation ("City"), and Jefferson Triangle Marine, L.P. ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

**RECITALS**

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

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

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

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

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

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

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

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

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local

Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and



their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

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

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

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

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

*[signature pages follow]*

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

**ATTEST:**

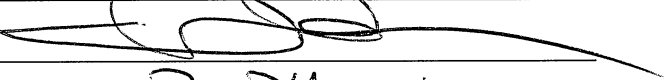
**THE CITY OF MANOR, TEXAS**

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

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

**LANDOWNER:**

Jefferson Triangle Marine, L.P.

**By:** 

**Name (print):** Don D'Aguiro

**Title:** V.P. and General Counsel

**Date:** 6-8-2022

**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



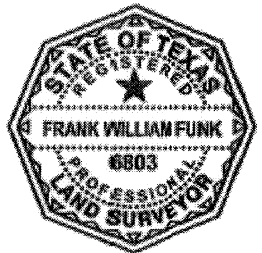
- 2. **North 72°21'49" West** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set in the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, from which a 1/2" rebar found for the Southwest corner of said 62.8431 acre 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.

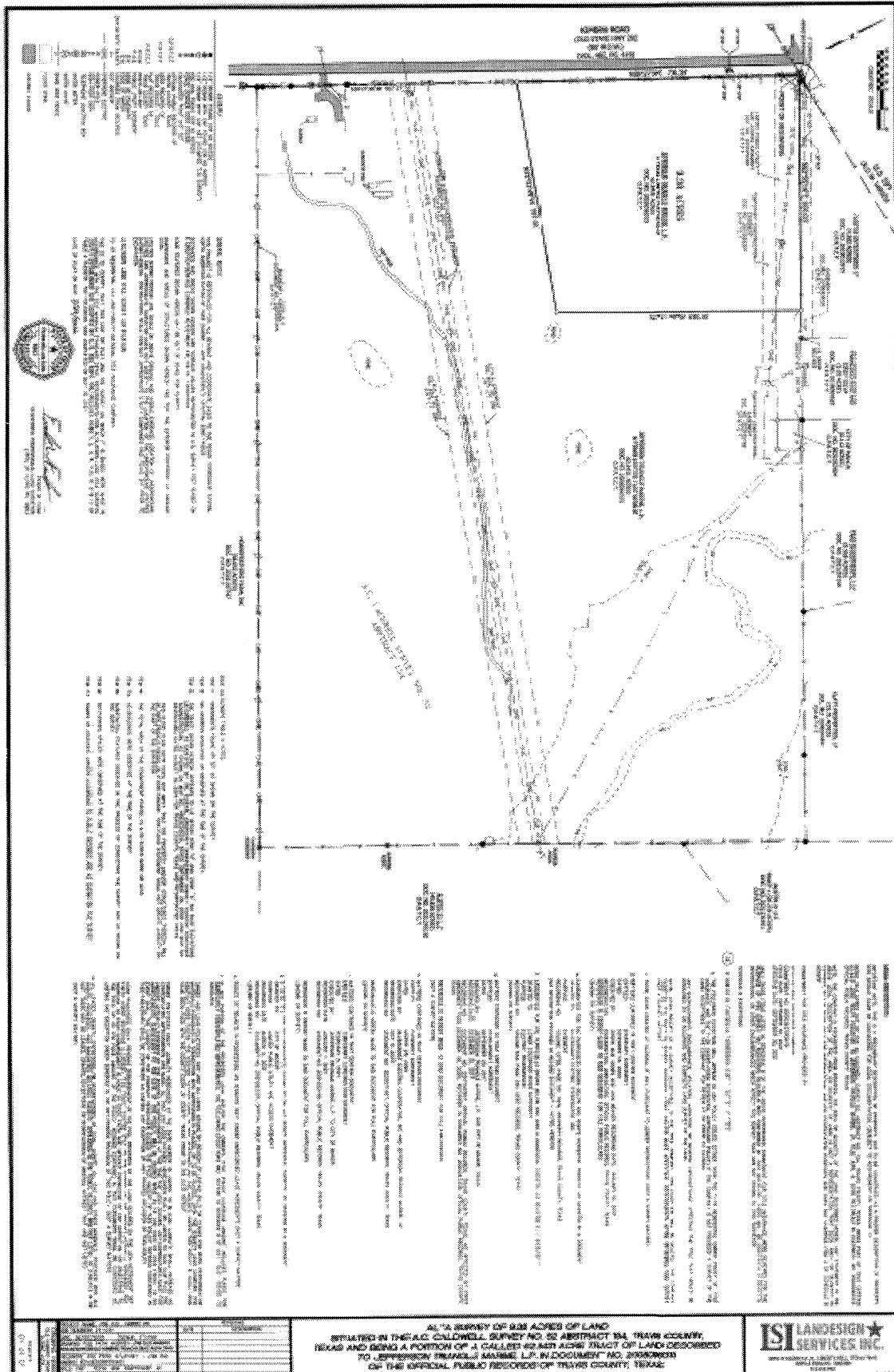
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

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



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





**ASHERS ROAD (CONVEYANCE) DEED NO. 2015-001-001-001**  
**DOC. NO. 2015-001-001**



**ISI LAND DESIGN SERVICES INC.**  
 SURVEYOR

**WARRANTY**  
 The undersigned hereby warrants that the survey was made by him or under his direct supervision and that the same is a true and correct representation of the actual conditions of the land as surveyed.

**DEED**  
 WHEREAS, the undersigned do hereby certify that the land described in this deed is the same as that shown on the plat hereto attached and that the same is the property of the undersigned and that the same is being conveyed to the parties herein named for the purposes and consideration therein expressed.

NO. 2015-001-001-001	ASHERS ROAD (CONVEYANCE) DEED NO. 2015-001-001-001
2015-001-001-001	ASHERS ROAD (CONVEYANCE) DEED NO. 2015-001-001-001

**WARRANTY**  
 The undersigned hereby warrants that the survey was made by him or under his direct supervision and that the same is a true and correct representation of the actual conditions of the land as surveyed.

**DEED**  
 WHEREAS, the undersigned do hereby certify that the land described in this deed is the same as that shown on the plat hereto attached and that the same is the property of the undersigned and that the same is being conveyed to the parties herein named for the purposes and consideration therein expressed.

AS A TRACT OF 600 ACRES OF LAND  
 SITUATED IN THE A.C. CALDWELL SURVEY NO. 22 ABSTRACT 284 TRAVIS COUNTY,  
 TEXAS AND BEING A PORTION OF A CALLED AND SET ASIDE TRACT OF LAND DESCRIBED  
 TO JEFFERSON FRANKLIN SAMPSON L.P. IN DOCUMENT NO. 2009-001  
 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



## Tract Two



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

EXHIBIT " "

## METES AND BOUNDS DESCRIPTION

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

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

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

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

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





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

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

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

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

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

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

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



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

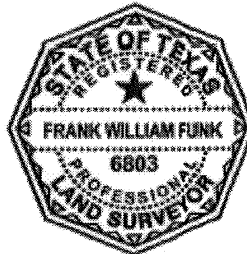
THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

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

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

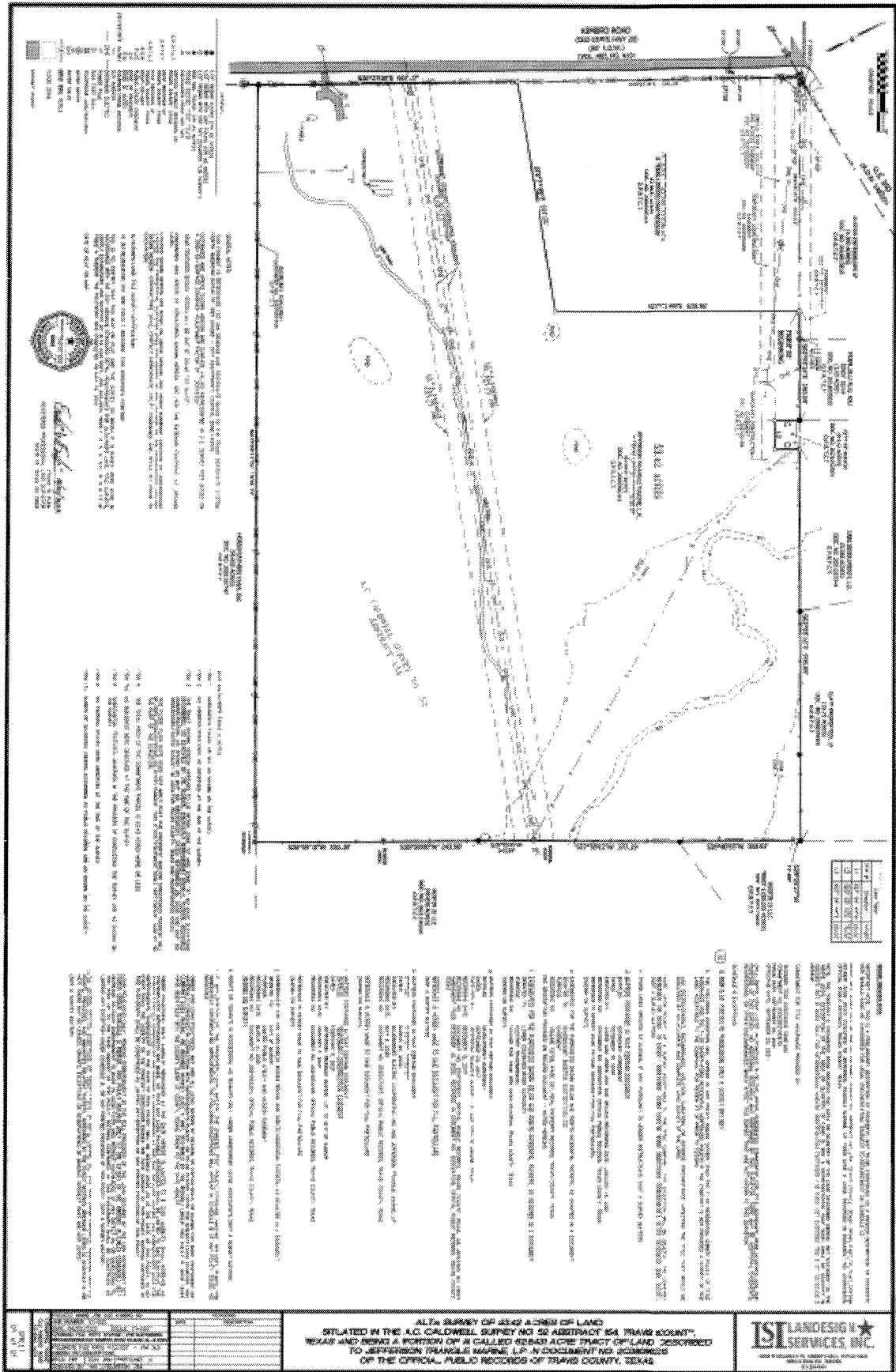
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

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



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







**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2).

*Applicant: Kimley-Horn and Associates  
Owner: Millcreek Residential*

**BACKGROUND/SUMMARY:**

This property is currently being annexed at the request of the property owner. They are proposing approximately 52 acres of Townhome and 10 acres of Medium Commercial at the intersection. The current proposal is for 331 townhome units.

This item was postponed at the June 15, 2022, Regular Council Meeting to the July 20<sup>th</sup> Council Meeting.

P&Z Commission voted 2-2 to approve. A tied vote fails.

First Reading approved at the July 20, 2022, Regular Council Meeting.

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

- Ordinance No. 664
- Letter of Intent
- Zoning Map
- Area Map
- Notice
- Labels
- Fact Sheet
- Presentation

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 664 rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2).

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval (X) tied vote</b>	<b>None</b>
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**ORDINANCE NO. 664**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO TOWNHOME (TH) AND MEDIUM COMMERCIAL (C-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 Exhibits "A-1" and "A-2" (the "Property"), to zoning district Townhome (TH) and Medium Commercial (C-2). The Property is accordingly hereby rezoned to Townhome (TH) and Medium Commercial (C-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. 664**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of July 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 3<sup>rd</sup> day of August 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A-1"**

## Property Legal Description Townhome (TH):

## METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

**EXHIBIT "A-2"**

Property Legal Description Medium Commercial (C-2):

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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



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

March 24, 2022

Mr. Scott Dunlop  
City of Manor  
Planning Department  
105 E. Eggleston St.  
Manor, TX 78653

**Via Electronic Submittal**

Re: Application for Rezoning; ±62 acres located east of Old Kimbro Rd, south of US Hwy 290, Manor, TX 78653 (the "Property")

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached application for rezoning. The Property is located east of Old Kimbro Rd, south of US Hwy 290, Manor, TX 78653 (see Location Map attached) and is currently unzoned and in the City of Manor Extra Territorial Jurisdiction (ETJ). The proposed zoning is a combination of Townhome (TH) on the ±53 acre tract (description attached) and Medium Commercial (C-2) zoning on the ±9 acre tract (description attached). The purpose of the rezoning is to allow for a townhome development with associated commercial zoning to allow for a future, neighborhood serving commercial development along the Hwy 290 corridor that will meet the needs of Manor's growing population. An annexation application is being submitting concurrently with the zoning application.

Surrounding zoning is commercial to the north, agriculture to the west, and no zoning to the south and east. Surrounding land uses include agriculture and single family residential to east, south, and west, and commercial to the north.

If you have any questions about this application for rezoning or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.



Amanda Couch Brown



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.

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

---

Frank. W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

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Frank. W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803

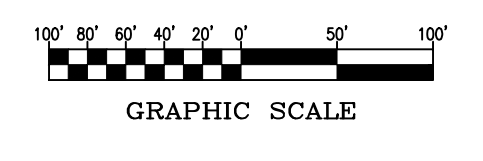
Job Number: 21-021

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

DESIGN AND BOUNDARY VERIFICATION SURVEY OF 62.805 ACRES (2,735,807 SQUARE FEET) OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY, TEXAS AND BEING ALL OF 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.

Table with columns: REVISIONS, PROJECT NAME, JOB NUMBER, DATE, DESCRIPTION, SCALE, DRAWING FILE PATH, FIELDNOTE FILE PATH, RPLS, TECH, PARTY/CHIEF, CHECKED BY, ROW, FIELDBOOK.

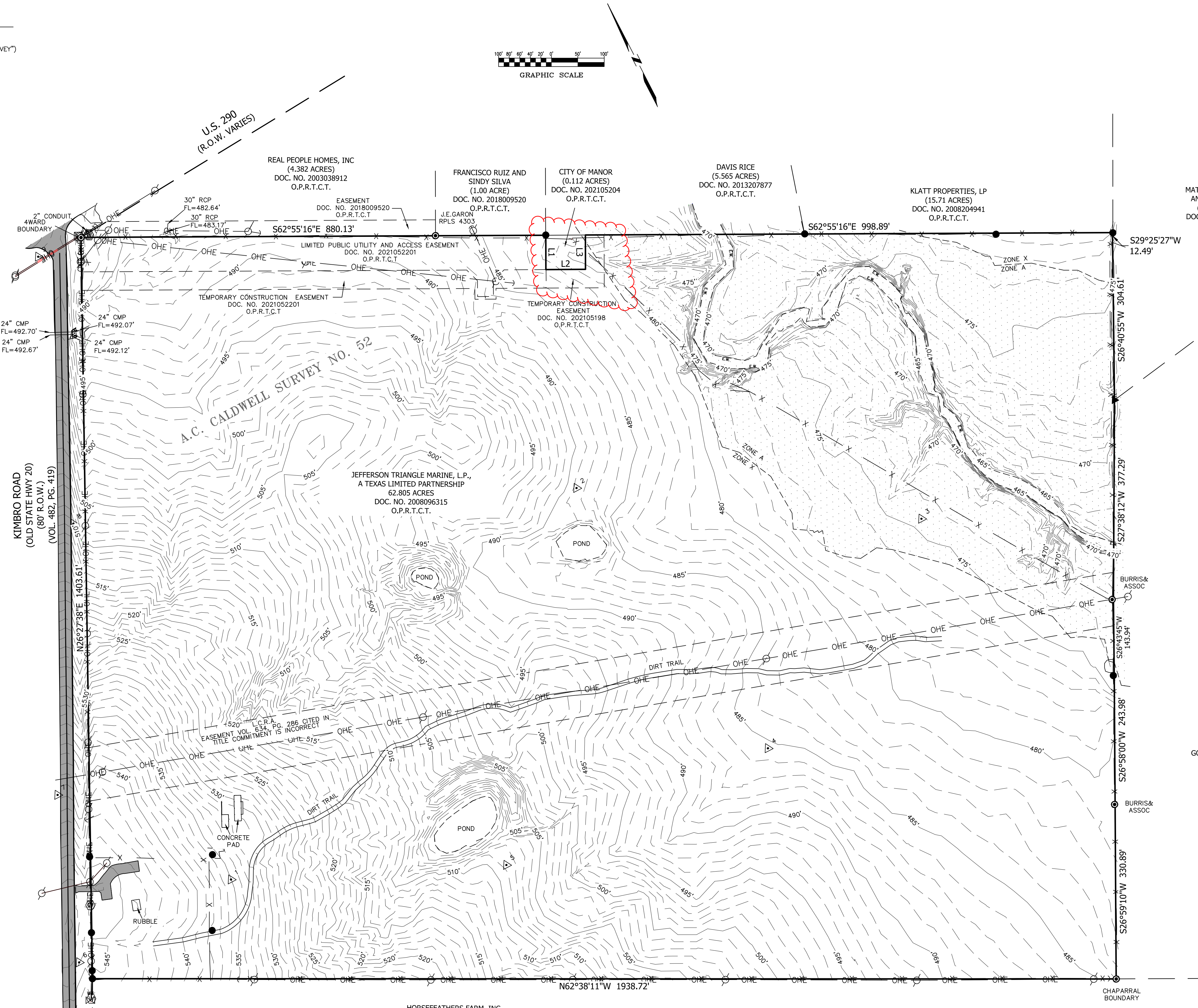
- LEGEND
1/2" REBAR FOUND (OR AS NOTED)
1/2" REBAR WITH CAP FOUND (OR AS NOTED)
1/2" REBAR WITH CAP SET (STAMPED "LSI SURVEY")
60D NAIL FOUND (OR AS NOTED)
FENCE CORNER POST FOUND
CALCULATED POINT NOT SET
O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
P.L.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



- LEGEND
GUY ANCHOR
OHE OVERHEAD ELECTRIC
POWER POLE
SIGN POST SIGN
TELEPHONE JUNCTION BOX
WATER METER
WATER VALVE
BARB WIRE FENCE
FLOOD ZONE
ASPHALT PAVING
YELLOW PAINT STRIPE

Line Table with columns: Line #, Direction, Length. Includes lines L1, L2, L3.

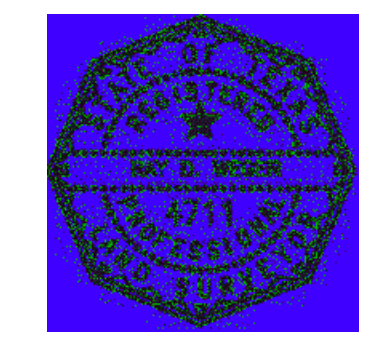
Point Table with columns: Point #, Northing, Easting, Elevation, Raw Description. Lists points 1 through 9.

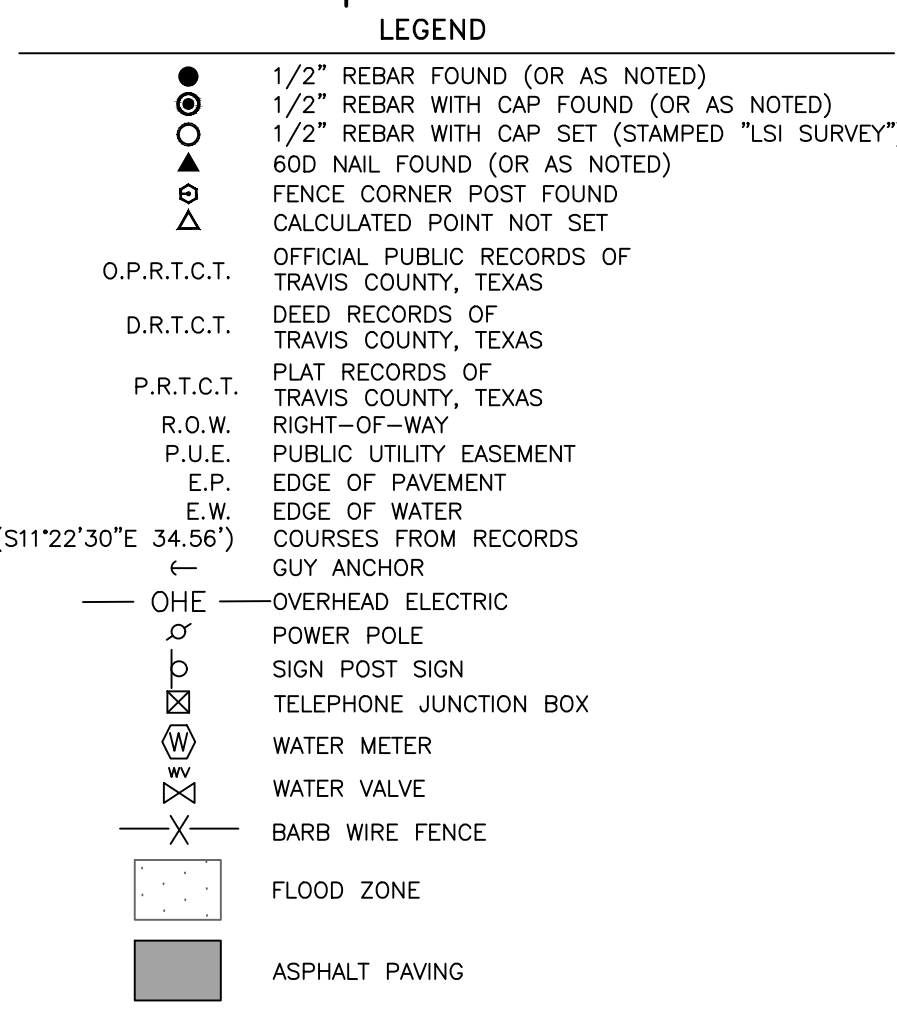
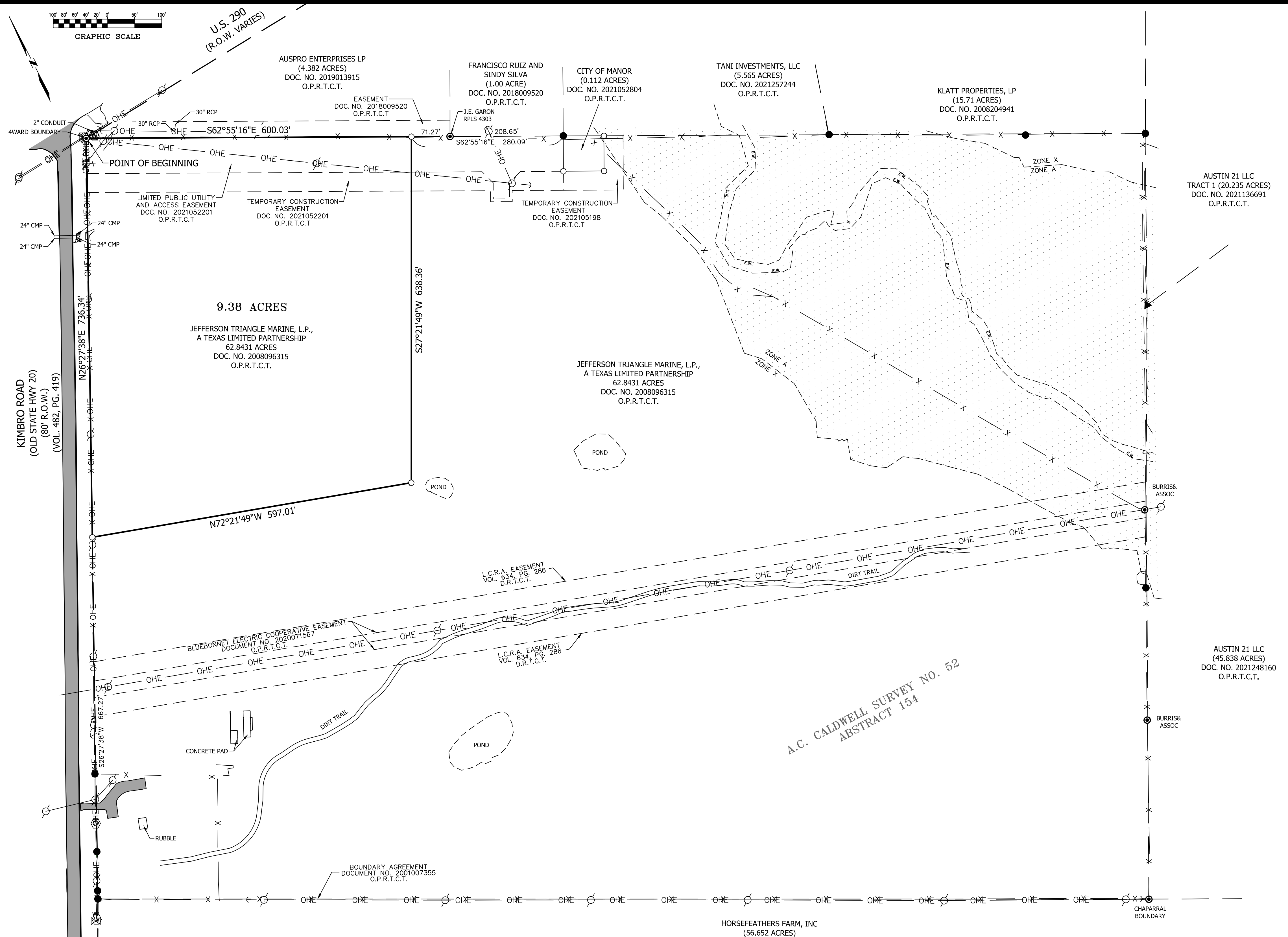


GENERAL NOTES:
THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).
DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359.
ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS (GEOID 12B).
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.
EXISTING TREES WERE NOT LOCATED ON THE PROPERTY OR SHOWN FOR THIS DESIGN SURVEY.

FLOOD NOTE:
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. 48530050SH, DATED SEPTEMBER 26, 2009 AND MAP NO. 4845300485J 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.

TOPO CERTIFICATION
THIS MAP WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION. THE FIELD WORK WAS COMPLETED ON MAY 19, 2021.
RAY D. WEGER
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 4711





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. 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(c), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021. DATE OF PLAT OR MAP: MARCH 8, 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 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.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

FRANK W. FUNK REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS NO. 6803

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:

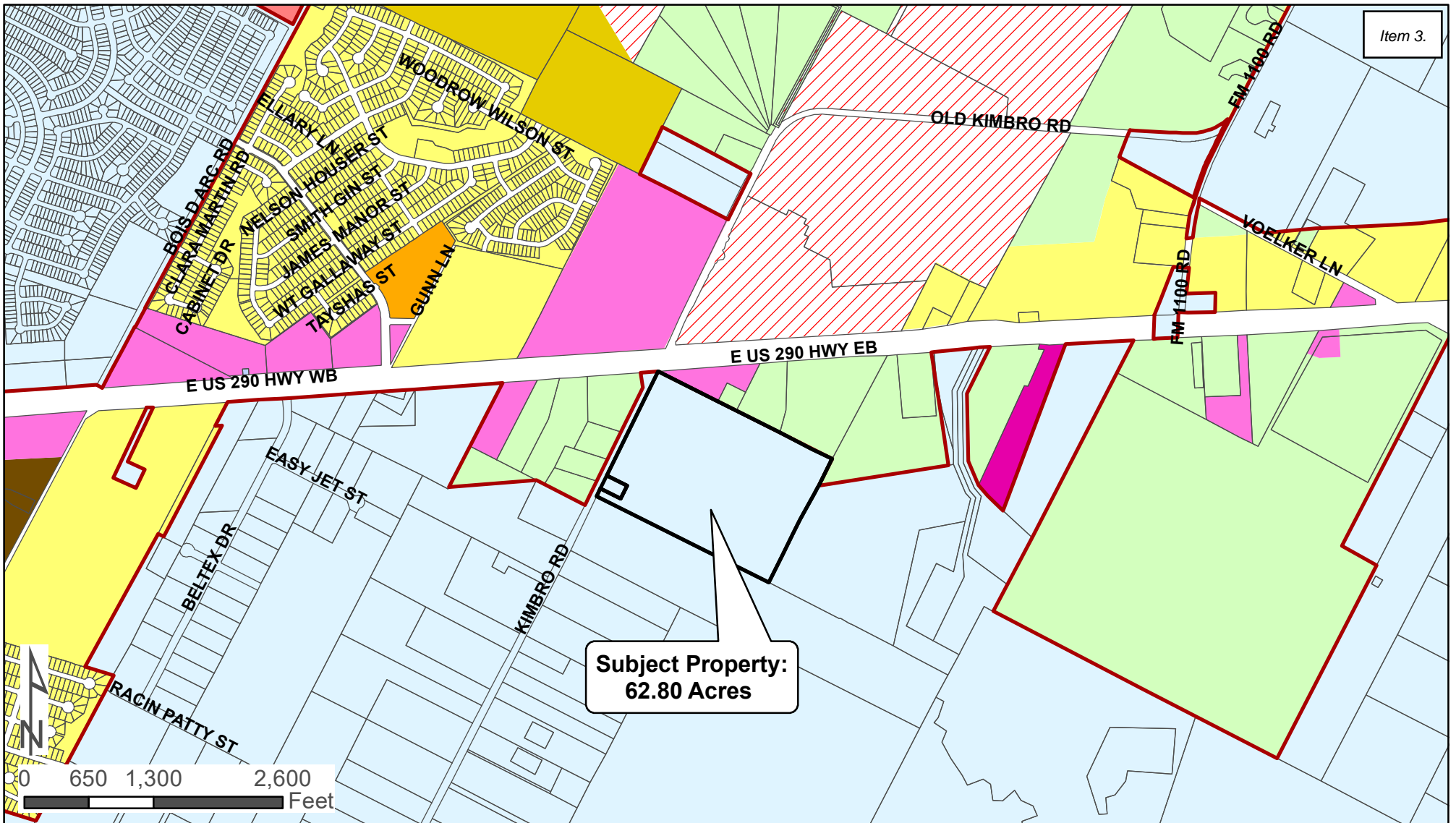
CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 8000362100979 ISSUE DATE: SEPTEMBER 30, 2021 EFFECTIVE DATE: SEPTEMBER 20, 2021

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 MORTGAGE 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: JUDIE 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 HEREON) 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)

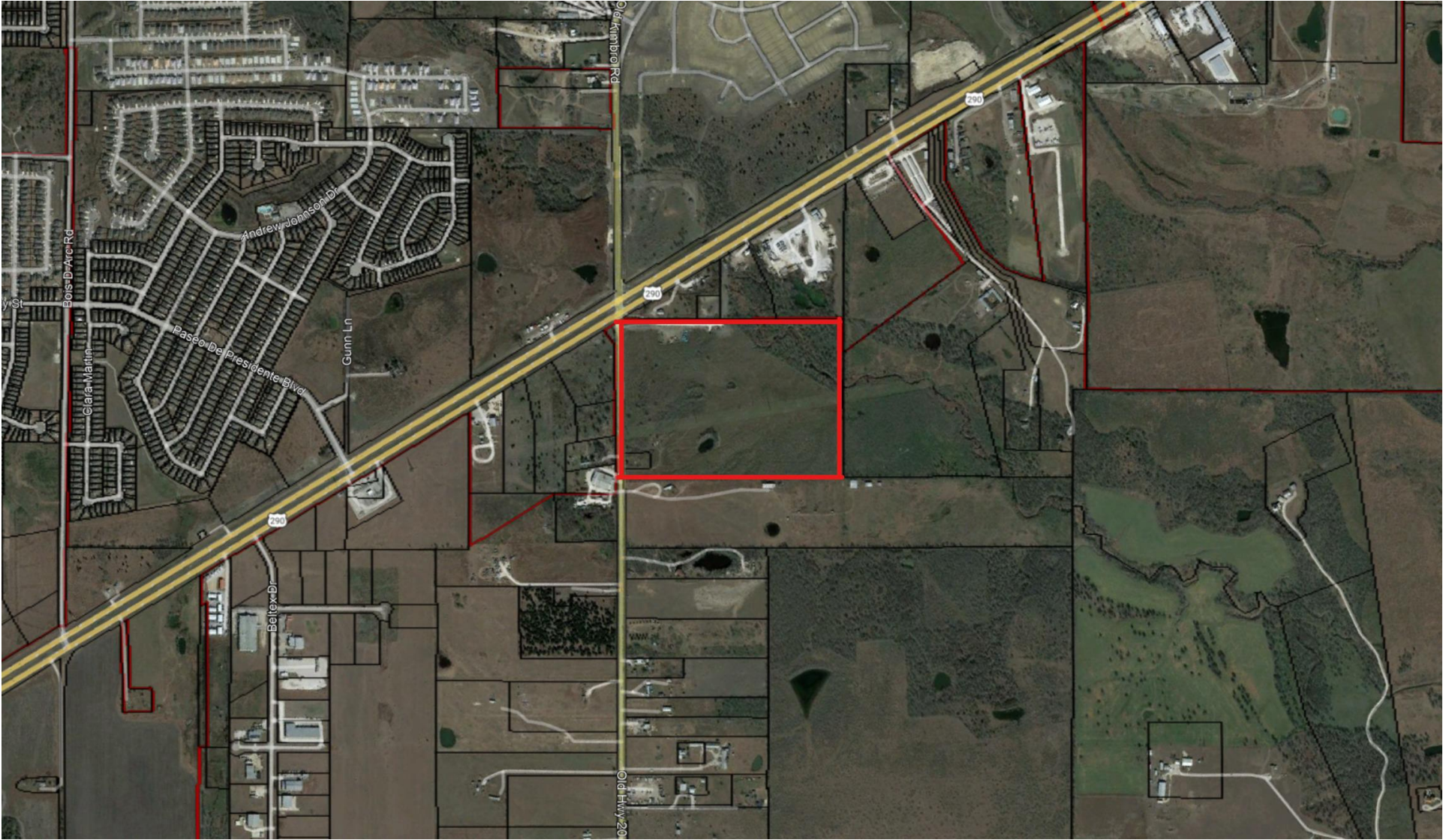
1. IF ANY PORTION OF THE PROPOSED LAND AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED: OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID 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)



## Proposed Zoning: Townhome (TH) Medium Commercial (C-2)

**Zone**

- |   |   |  |
|---|---|--|
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #90EE90; border: 1px solid black;"></span> A - Agricultural              | <span style="display: inline-block; width: 15px; height: 15px; background-color: #90EE90; border: 1px solid black;"></span> MH-1 - Manufactured Home  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFB6C1; border: 1px solid black;"></span> NB - Neighborhood Business |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFFF00; border: 1px solid black;"></span> SF-1 - Single Family Suburban | <span style="display: inline-block; width: 15px; height: 15px; background-color: #ADD8E6; border: 1px solid black;"></span> I-1 - Institutional Small | <span style="display: inline-block; width: 15px; height: 15px; background-color: #FF0000; border: 1px solid black;"></span> DB - Downtown Business     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black;"></span> SF-2 - Single Family Standard | <span style="display: inline-block; width: 15px; height: 15px; background-color: #0000FF; border: 1px solid black;"></span> I-2 - Institutional Large | <span style="display: inline-block; width: 15px; height: 15px; background-color: #DDA0DD; border: 1px solid black;"></span> IN-1 - Light Industrial    |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFA07A; border: 1px solid black;"></span> TF - Two Family               | <span style="display: inline-block; width: 15px; height: 15px; background-color: #8B0000; border: 1px solid black;"></span> GO - General Office       | <span style="display: inline-block; width: 15px; height: 15px; background-color: #800080; border: 1px solid black;"></span> IN-2 - Heavy Industrial    |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #FF8C00; border: 1px solid black;"></span> TH - Townhome                 | <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFC0CB; border: 1px solid black;"></span> C-1 - Light Commercial    | <span style="display: inline-block; width: 15px; height: 15px; border-bottom: 1px dashed red;"></span> PUD - Planned Unit Development                  |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #8B4513; border: 1px solid black;"></span> MF-1 - Multi-Family 15        | <span style="display: inline-block; width: 15px; height: 15px; background-color: #FF00FF; border: 1px solid black;"></span> C-2 - Medium Commercial   | <span style="display: inline-block; width: 15px; height: 15px; background-color: #ADD8E6; border: 1px solid black;"></span> ETJ                        |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #654321; border: 1px solid black;"></span> MF-2 - Multi-Family 25        | <span style="display: inline-block; width: 15px; height: 15px; background-color: #FF00FF; border: 1px solid black;"></span> C-3 - Heavy Commercial    |  |





April 27, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1428-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 62.84 acres, more or less, and being located near the intersection of US Hwy 290 E and Old Kimbro Rd., Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 E and Old Kimbro Rd., Manor, TX to Townhome (TH) and Medium Commercial (C-2).**

***Applicant:* Kimley-Horn & Associates**

***Owner:* Millcreek Residential**

The Planning and Zoning Commission will meet at 6:30PM on May 11, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 18, 2022 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 also be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Scott Dunlop, Development Services Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on the Second Amendment to the Development Agreement between the City of Manor and Jefferson Triangle Marine, LP.

**BACKGROUND/SUMMARY:**

In September 2017 the City entered into a non-annexation development agreement with Jefferson Triangle for their approximately 62 acre tract at US Hwy 290 and Old Kimbro Rd. That agreement stated the property would remain in the City’s ETJ until such time as a plat or plan is filed. In December 2020 that agreement was amended to include provisions for a wastewater lift station on the property to serve future development. A rezoning case was file on this property which triggered the annexation, which was concurrently filed with the rezoning request. Usually, upon annexation the non-annexation development agreement would be terminated but because that non-annexation DA was amended to include provisions for wastewater service, that First Amendment needs to remain in force. This Second Amendment to the Development Agreement allows the Original Agreement (non-annexation) to terminate while keeping the First Amendment (wastewater provisions) in effect.

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

- Second Amendment to Development Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the Second Amendment to Development Agreement between the City of Manor and Jefferson Triangle Marine, LP.

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

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## SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement under Section 43.035, Texas Local Government Code (“**Second Amendment**”) is dated effective \_\_\_\_\_, 2022 (the “**Amendment Effective Date**”) and is entered into by and between the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation (the “**City**”) and **JEFFERSON TRIANGLE MARINE, LP**, a Texas limited partnership (the “**Developer**”). The City and the Developer are sometimes referred to herein as a “**Party**” and collectively as the “**Parties.**”

### RECITALS:

**WHEREAS**, the City and Developer previously entered into that certain Development Agreement Under Section 43.035, Texas Local Government Code dated effective September 20, 2017 and recorded as Document No. 2017197857 of the Official Public Records of Travis County, Texas (the “**Original Agreement**”) for that certain Property (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement; and that First Amendment to Development Agreement Under Section 43.035, Texas Local Government Code dated effective December 16, 2020 and recorded as Document No. 2020247239 of the Official Public Records of Travis County, Texas (the “**First Amendment**”) (collectively, the “**Agreement**”);

**WHEREAS**, the Original Agreement provides that the Property shall remain in the City’s extraterritorial jurisdiction until the occurrence of an event specified in the Original Agreement;

**WHEREAS**, the owners of the Property requested that the Property, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the “**Annexed Tract**”), be annexed into the City, and said Annexed Tract was annexed by the City by Ordinance No. \_\_\_\_\_;

**WHEREAS**, the Parties desire to amend the Agreement to acknowledge the annexation of the Annexed Tract and that the Agreement as amended remains in effect as to the Property which encompasses all of the Annexed Tract; and

**WHEREAS**, the City and Developer desire to modify and amend the Agreement in certain respects as more particularly set forth in this Second Amendment.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

**Section 1. Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part of this Second Amendment to the same extent as if fully set forth herein.



**Section 2. Capitalized Terms.** All capitalized terms in this Second Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

**Section 3. Annexation.** The Parties acknowledge the annexation of the Annexed Tract by the City at the request of the Developer and agree that the Agreement as amended remains in effect as to the Property which encompasses all of the Annexed Tract.

**Section 4. Ratification of Agreement/Conflict.** All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Second Amendment. To the extent there is any inconsistency between the Agreement and this Second Amendment, the provisions of this Second Amendment shall control.

**Section 5. No Waiver.** Neither City's nor Developer's execution of this Second Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

**Section 6. Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

**Section 7. Entire Agreement.** The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Second Amendment, together with any exhibits attached hereto, shall be binding on them, their personal representatives, heirs, successors and assigns.

**Section 8. Covenant Running with the Land.** The Original Agreement, as amended by this Amendment, shall continue to constitute a binding covenant on the Property (as defined and detailed in the Original Agreement) and shall run with the Property. A copy of this Amendment shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Amendment is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Amendment.

**Section 9. Anti-Boycott Verification.** To the extent this Second Amendment 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, Developer represents that neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Second Amendment. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

**Section 10. Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Second Amendment 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, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**Section 11. Anti-Boycott Verification – Energy Companies.** The Developer 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 Second Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

**Section 12. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations.** The Developer 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 Second Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

**Section 13. Counterparts.** This Second Amendment may be executed in multiple counterparts, and each such counterpart shall be deemed and original and all such counterparts shall be deemed one and the same instrument.

*[signature pages follow.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the Effective Date.

**CITY OF MANOR, TEXAS**  
a Texas municipal corporation

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

**ATTEST:**

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

**DEVELOPER:**  
**Jefferson Triangle Marine, LP**  
a Texas limited partnership

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

AFTER RECORDING RETURN TO:

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

**Exhibit “A”**  
**Annexed Tract**  
**[see attached]**

## 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.

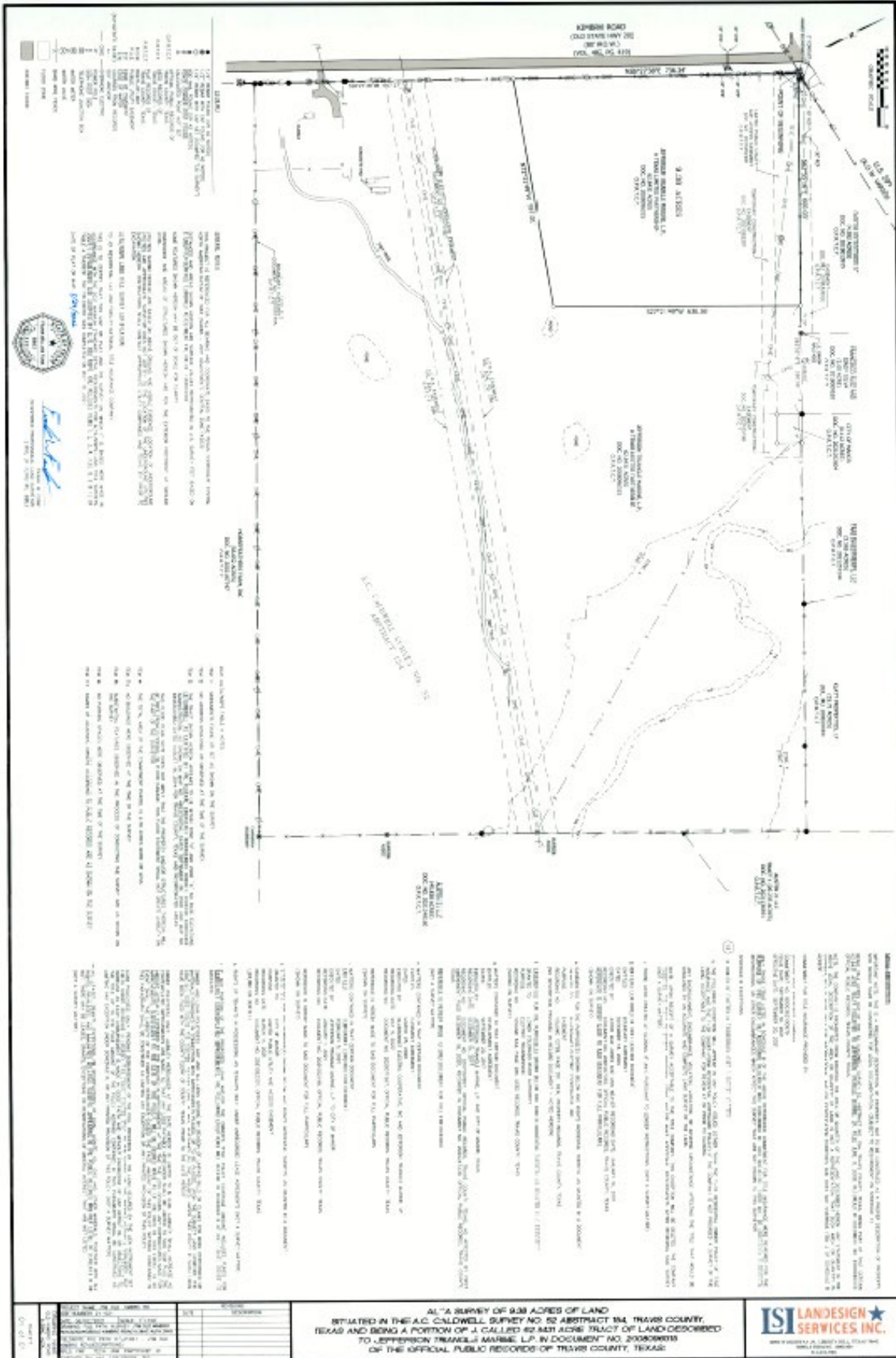
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

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



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







## Tract Two



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

EXHIBIT " "

## METES AND BOUNDS DESCRIPTION

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

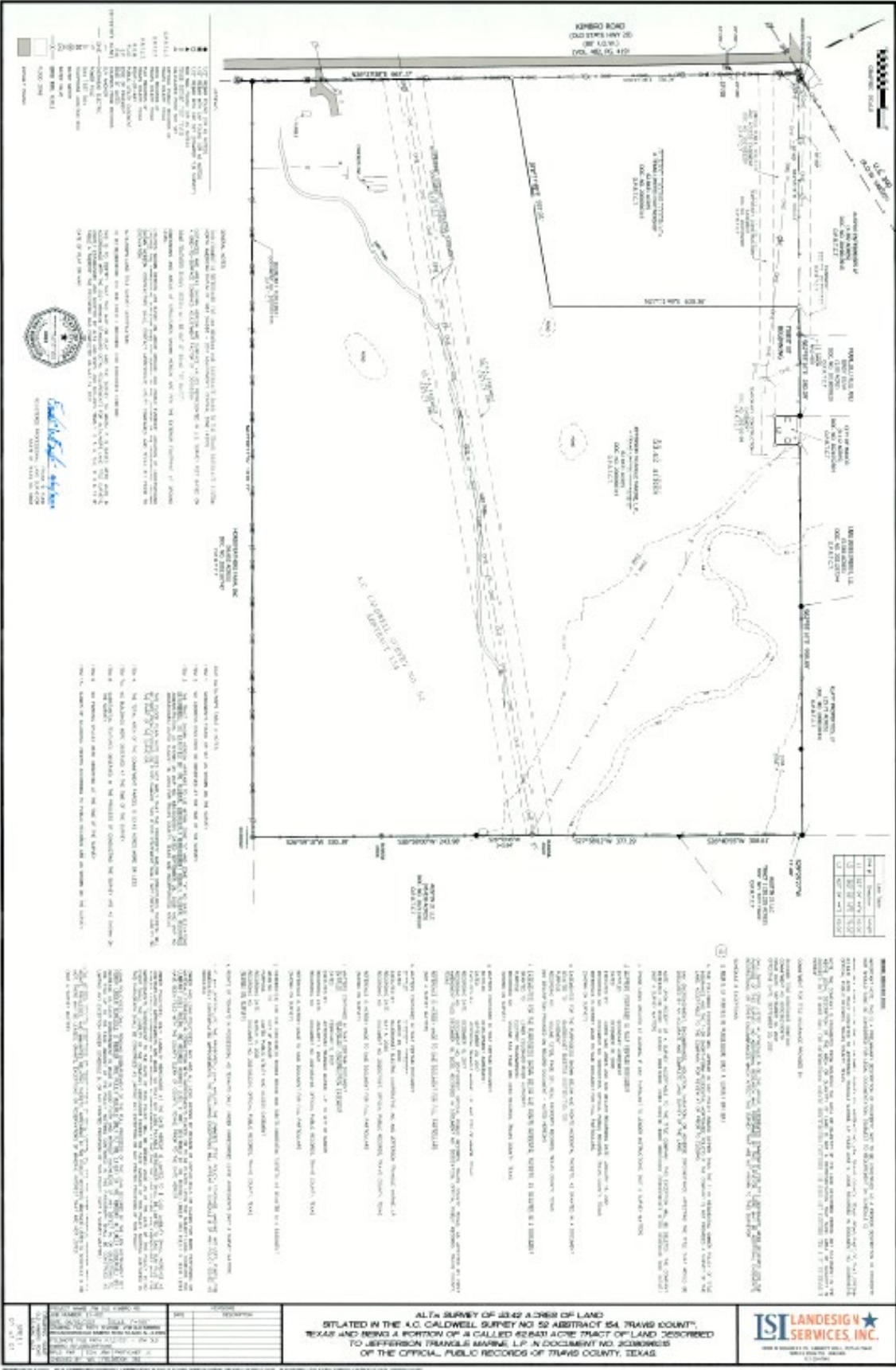
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

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



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







**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Development Services Financial Planning Model and Benchmarking Study engagement letter.

**BACKGROUND/SUMMARY:**

This Study is proposed to be conducted by Raftelis, who are currently doing the City’s water/wastewater rate study and drainage fee study, is to review and provide recommendations for updated development fees and financial planning for the Development Services Department. The Study will also compare Manor’s fees to surround cities.

There are two main factors creating the need for this Study:

1. Development related fees (excluding impact fees) have not been comprehensively evaluated or modified in at least 10 years. They are likely outdated and not reflective of current costs. There may also be fees that other municipalities assess that Manor has not been and which we could be.
2. In the upcoming FY 22-23 budget, the Development Services Department is requesting 4 new funded positions to return to an exceptional level of service and keep up with growing demands. New positions come with salaries, benefits, vehicles, office furniture and equipment, and software licenses. This all increases the Department’s expenses but can be offset in part or completely through the development fees we assess. Development Services fees should cover the operations and maintenance costs for the department.

The study is proposed to take one month and cost up to \$22,463. This was not specifically budgeted for in the current fiscal year, but the Department has unspent funds from which to draw upon. Namely, salary budget from the vacant Assistant Building Inspector position and \$20,000 in Comprehensive Planning.

**LEGAL REVIEW:** Under Review  
**FISCAL IMPACT:** NO  
**PRESENTATION:** NO  
**ATTACHMENTS: )** YES

- Engagement Letter

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve a Development Services Financial Planning Model and Benchmarking Study engagement letter.

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

July 26, 2022

Mr Scott Dunlop  
Director of Development Services  
City of Manor  
105 E. Eggleston St.  
Manor TX 78653

**Subject: Proposal for Development Services Financial Planning Model and Benchmarking Study**

Dear Mr. Dunlop:

Raftelis is pleased to submit this proposal to assist the City of Manor (City) to develop a financial planning model and benchmarking review for the Development Services Department (DSD). We appreciate the opportunity to submit this proposal, which details our project approach to meet the City's objectives as well as our qualifications and experience working with financial planning models and fee reviews. The study will include a thorough review and validation of the fee model to assure stakeholder acceptance and confidence in the fees at DSD.

- For this engagement, the Raftelis team will include Angie Flores as Project Director and myself as Project Manager. Rob Ori will serve as a technical lead and will provide another level of quality assurance. Rob has completed many Development Fee studies throughout the United States. We will complete this study from the Austin office.

**Scope of Work**

In Attachment A, we provide a scope of work outlining the tasks for the study. The study will provide the City with a financial planning model to assist the City in the review and updating of building permit fees to fund the Development Department's expenses over the next three years. Raftelis will also complete a benchmarking study to compare to neighboring communities.

**Budget and Timeline**

For this engagement, we propose a not-to-exceed cost of \$22,463. In Attachment B, you will find a detailed budget and timeline. It is our practice to bill monthly based on actual time and expenses. Total fees and expenses will be limited to the not-to-exceed amount unless specific approval for an adjustment in scope is received. If additional modifications are required beyond those identified or related to those listed in the Scope of Work, we can develop additional budget and scope or provide the services based on hourly rates provided in Attachment C.

We look forward to working on this study with the City of Manor. Should you have any questions or need additional information, please contact me at 737-471-0146. If the scope and budget for this engagement are acceptable, please provide a signature below.

Sincerely,



**Justin Rasor**  
*Manager*

City of Manor, Texas accepts the terms of this engagement letter:

Approved: _____	Date: _____
Name of Signatory: _____	Title: _____

## ATTACHMENT A SCOPE OF WORK

The scope of services to be performed by Raftelis shall includes i) developing a financial planning model to assist the City staff in the review and updating of building permit fees to fund the Department's expenses over the next 3 years and determination of the level of increases needed to recover building inspection fees costs and additional staffing and ii) the development of benchmarking study to compare neighboring communities building development fees. The following is a summary of the tasks to be performed that comprise the scope of services for each phase of the Project by specific phase.

The specific scope of services to be performed Raftelis with respect to the Project shall include the following tasks:

### **TASK 1 – DATA ACQUISITION AND REVIEW**

Raftelis will work with the City to obtain financial information and reports and other data necessary to determine the costs of providing building inspection and related services necessary for providing permitting and oversight services for new construction as provided by the Department (the "services"). Information to be requested from the City may include, but not be limited to, the following:

- A. General Fund and Department financial and budget information, including any previous cost allocation analyses and supporting workpapers;
- B. Detailed Building Permit information, construction costs for fee application, and other attributes associated with the derivation of revenues allocated to the Department;
- C. Statistical information regarding the development of cost allocation factors including, but not limited to, square feet of office space allocable to the Department, percent of time spent by employees in building / inspection function, etc.;
- D. System ordinances and resolutions associated with the adoption and implementation of the current Department rates for inspection and permitting services;
- E. A summary of personnel salaries and benefits by title, identification of the type and cost of vehicles used in providing service, the number of computers, telecommunication devices, and other tools used in serving the City, all by cost center or department;



- F. Any debt or loan repayment expenditures associated with the financing of City fixed assets (buildings, improvements, equipment, etc.); and
- G. Other information deemed necessary by Raftelis and the City.

Raftelis will prepare an information request to obtain certain data, documents, and analyses to be compiled by the City.

As part of the data acquisition process for this component of the Project, Raftelis will interview the City staff to identify any future costs needs for the Department. Working with the Department office, and other City departments, including Finance, Raftelis will identify key personnel to discuss the applicability of providing the services by the Department, including the nature of the services provided.

## **TASK 2 – FINANCIAL PLAN DEVELOPMENT**

Raftelis will evaluate the revenue / rate relationship between the allocated expenditures to the Department and the revenues anticipated to be received from building permit fees for construction and from other miscellaneous fees, in order to determine the nexus between the services provided and revenues earned.

Based on the information compiled by the City and the results of the staff interview process, Raftelis will prepare a detailed financial planning model to determine the estimated total cost of enforcement of the City's building code by the Department. "Enforcing the City's Building Code" shall include the direct costs and reasonable indirect costs associated with the review of building plans, building inspections, re-inspections, and building permit processing; building code enforcement, fire inspections associated with new construction, and training costs associated with the enforcement of the building code. For the purposes of this analysis, the estimated actual costs identified by the City for Fiscal 2022 - 2024 (will include year-to-date expenditures and estimates to complete the Fiscal Year) will serve as the Test Year for the financial planning process.

The Task will also review fee revenue to determine a reserve balance and will consider the character of the reserve requirements and may include the development of operating reserves, capital reserves, and other balances based on the needs of the Department. The reserve amount will be compared to the current cash balances and considered in the determination of the revenue requirements to be recovered from building fees and stabilize revenues if growth slows in the City.

Upon completion of the financial plan, Raftelis will present the results to City staff in a working group meeting. The presentation will focus on the cost identification process and will serve as a review meeting. Raftelis will update the analysis based on the results of the working group meeting. Raftelis will prepare presentation materials and other supporting documentation, or correspondence as considered necessary to present the analysis to the City staff. It is recognized in this task the attendance of one (1) on-site meetings (which will also incorporate Task 3) and two (1) virtual (e.g., WebEx<sup>®</sup>, Teams<sup>®</sup>, or another platform) with City staff to conduct and present the

fee evaluation after the initial data compilation/staff interview tasks for performing this component of the scope of services.

### **TASK 3 – BUILDING PERMIT FEE RATE COMPARISON**

Based on data accessibility from other local governments, Raftelis will work with the City to prepare a comparison of the City's existing and proposed building permit fees, including any discounts provided as a result of an applicant using a private provider to provide a portion of the services provided, with those charged by other neighboring municipalities (not to exceed eight Cities based on data availability / accessibility).

Raftelis will not be evaluating the cost of service for the fees or rates used by the City as part of this scope of services. Any change in rate structure is assumed change from current fees.

### **TASK 4 – MEMO REPORT AND PROPOSED RATE ORDINANCE UPDATE**

Raftelis will prepare a discussion or technical memorandum documenting the analytical process used in the determination of the sufficiency of revenues and the costs associated with the building inspection and permitting process by the City (the "report"). The report will discuss the assumptions relied upon in the cost allocation process, the allocation factors / basis used, and the results of the cost allocation analysis for the 3-year planning process.

Raftelis will assist the City with the development of any ordinances or resolutions to reflect any change in fee structure or level based on the analysis conducted in the previous tasks; the ultimate preparation of the ordinance or resolution will be the responsibility of the City.

### **LIST OF DELIVERABLES**

The deliverables to be provided in this engagement include the following items:

- Initial Data Request prior to City staff Interviews;
- Financial planning model;
- Proposed Rates and Comparison of the building permit fees with other public jurisdictions.
- Technical Memorandum or Report Documenting Analysis and Findings

## ATTACHMENT B

### Budget

Tasks	Web Meetings	In-person Meetings	Hours				Total Fees & Expenses
			RO	JR	LH	Total	
1. Project Initiation, Management, and Data Review	1		0	16	16	32	\$6,960
2. Financial Plan Development		0	2	8	24	34	\$7,000
3. Fee Review and Benchmarking	1	1	1	4	24	29	\$5,883
4. Memo Report	1	0	1	6	4	11	\$2,620
<b>Total Meetings / Hours</b>	<b>3</b>	<b>1</b>	<b>4</b>	<b>34</b>	<b>68</b>	<b>106</b>	
<b>Hourly Billing Rate</b>			<b>\$350</b>	<b>\$250</b>	<b>\$165</b>		
<b>Total Professional Fees</b>			<b>\$1,400</b>	<b>\$8,500</b>	<b>\$11,220</b>	<b>\$21,120</b>	
<b>Total Fees</b>							<b>\$21,120</b>
<b>Total Expenses</b>							<b>\$1,343</b>
<b>Total Fees &amp; Expenses</b>							<b>\$22,463</b>

RO - Rob Ori  
 JR - Justin Rasor  
 LH - Lundy Harrelston  
 -  
 -  
 -  
 -

### Timeline

Raftelis will complete the scope of services by September 1, 2022. The proposed schedule assumes a notice to proceed by the beginning of August 1, 2022 and that Raftelis will be able to schedule meetings, as necessary.

**ATTACHMENT C  
 2022 Standard Hourly Billing Rates**

<u><b>Position</b></u>	<u><b>Hourly Billing Rate **</b></u>
Chair/Chair Emeritus	\$475
Chief Executive Officer/President	\$400
Executive Vice President	\$350
Vice President/Principal Consultant	\$325
Senior Manager	\$285
Manager	\$250
Senior Consultant	\$225
Consultant	\$195
Creative Director	\$195
Associate	\$165
Graphic Designer	\$140
Analyst	\$120
Administration	\$90
 Technology/Communications Charge*	 \$10

\* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimilie, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

\*\* For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.

**ATTACHMENT D**  
**MUNICIPAL ADVISOR – DISCLOSURE OF POTENTIAL CONFLICTS OF**  
**INTEREST UNDER THE DODD-FRANK ACT AND LIMITATIONS OF LIABILITY**  
**FOR MUNICIPAL ADVISORY SERVICE**

The proposed scope of work includes a financial plan which assumes that the City may incur debt to finance future capital projects. As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis Financial Consultants (Raftelis) is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing “advice” as that term is defined in the Dodd-Frank Act. As of the date of this letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of “advice” includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt. This type of information may be integrated into the capital and financial planning components of a water and wastewater rate study. This definition is applicable regardless of whether this information is developed and used solely for planning purposes. For this engagement’s scope of work, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the City should issue debt based on the terms and assumptions used to develop the financial plan or forecast, or that the City will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this water and wastewater rate study, including any related municipal advice, is intended to provide information useful in evaluating the potential impact on future rate adjustments of one potential course of action. If the City decides at some future date to issue debt, then at that time the City will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the City’s credit rating. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor. A registered Municipal Advisor Representative, Harold Smith, of our firm, is included as Project Director on this assignment.

The Municipal Securities Rulemaking Board (MSRB) provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at [www.msrb.org](http://www.msrb.org)

Raftelis does not have any legal events or disciplinary history on Raftelis’ Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgements, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. Raftelis’ most recent form MA and each most recent Form MA-I filed with the SEC may be assessed electronically at the following website:

[www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html)

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory actions is brought against Raftelis, Raftelis will provide complete disclosure to the City in detail.

By signing this disclosure letter, the City acknowledges that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

Sincerely,  
**RAFTELIS FINANCIAL CONSULTANTS, INC.**



Angie Flores  
*Senior Manager*

The City of Manor acknowledges receipt of this disclosure and limitations letter:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of authorized agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Lydia Collins, Director of Finance  
**DEPARTMENT:** Finance

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on setting public hearings for the FY 2022-2023 Proposed Annual Budget.

**BACKGROUND/SUMMARY:**

Hearing Dates: September 7, 2022 and September 21, 2022  
 Hearing Times: 7:00pm  
 Hearing Location: 105 E Eggleston St. Manor, TX 78653

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

**STAFF RECOMMENDATION:**

It is city staff's recommendation that the City Council set the Public Hearing on the FY 2022-2023 Proposed Annual Budget of the City of Manor, Texas for September 7, 2022 and September 21, 2022 at 7:00 pm.

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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Lydia Collins  
**DEPARTMENT:** Finance

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on setting a public hearing for the FY 2022-2023 Proposed Property Tax Rate.

**BACKGROUND/SUMMARY:**

Hearing Dates: August 17, 2022  
Hearing Times: 7:00pm  
Hearing Location: 105 E Eggleston St. Manor, TX 78653

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

**STAFF RECOMMENDATION:**

It is city staff's recommendation that the City Council set a Public Hearing on August 17, 2022 at 7pm for the FY 2022-2023 Proposed Property Tax Rate.

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

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### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance ordering a Special Election to be held on the question of The City of Manor’s continued participation in The Capital Metropolitan Transportation Authority; designating November 8, 2022, as the date of the Special Election; prescribing the form of the ballot; providing for election procedures; providing for an effective date; providing an open meetings clause; and providing for related matters.

**BACKGROUND/SUMMARY:**

Section 451.603(a), Texas Transportation Code, authorizes the City Council to call an election on the question of the City of Manor's continued participation in the Capital Metropolitan Transportation Authority. The Ordinance establishes the election date and procedures for the election. If the Ordinance is approved, an election will be held on November 8, 2022, on the following proposition: "Shall the Capital Metropolitan Transportation Authority be continued in the City of Manor?"

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

- Ordinance No. 665

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve Ordinance No. 665 ordering a Special Election to be held on the question of The City of Manor’s continued participation in The Capital Metropolitan Transportation Authority; designating November 8, 2022, as the date of the Special Election; prescribing the form of the ballot; providing for election procedures; providing for an effective date; providing an open meetings clause; and providing for related matters.

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

**ORDINANCE NO. 665**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON THE QUESTION OF THE CITY OF MANOR'S CONTINUED PARTICIPATION IN THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY; DESIGNATING NOVEMBER 8, 2022, AS THE DATE OF THE SPECIAL ELECTION; PRESCRIBING THE FORM OF THE BALLOT; PROVIDING FOR ELECTION PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City Council of the City of Manor, Texas has determined that the citizens of Manor should be given an opportunity to vote on Manor's continued participation in the Capital Metropolitan Transportation Authority, pursuant to *Section 451.601, et seq., Texas Transportation Code*;

**WHEREAS**, Section 451.607, Texas Transportation Code, provides that the election must be held on the first applicable uniform election date occurring after the expiration of 90 days after the date the governing body orders the election;

**WHEREAS**, November 8, 2022 is the first applicable uniform election date occurring after the expiration of 90 days after the date of this ordinance ordering the special election;

**WHEREAS**, the City Council finds it appropriate to substitute the words "Yes" and "No" on the ballot for "For" and "Against" to be consistent with language used for other City propositions anticipated to be considered at the November 8, 2022 election;

**WHEREAS**, the City of Manor lies within Travis County;

**WHEREAS**, the City of Manor, Texas (hereinafter the "City") approves and agrees to conducting the election jointly with other political subdivisions in Travis County in accordance with *Tex. Elec. Code, Chapter 271*; and

**WHEREAS**, the City is making provision to contract with the Travis County Elections Administrator to conduct the City's election pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code* (the "Election Services Contracts");

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

**Section 1. Special Election Ordered.** The City Council of the City of Manor hereby orders a special election to be held on November 8, 2022, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of submitting to the qualified voters of the City the question of the City's continued participation in the Capital Metropolitan Transportation Authority.

**Section 2. Ballot and Proposition Language.** The official ballots for said special election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote “YES” or “NO” as to the proposition, with the ballots to contain such provisions, markings and language as required by law, and with such proposition to be expressed in a form substantially as follows:

**City of Manor Proposition A  
Capital Metropolitan Transportation Authority Continuation**

Shall the Capital Metropolitan Transportation Authority be continued in the City of Manor?

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

**Section 3. Printed Materials.** The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

**Section 4. Notice of Election.** Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code* in all respects. The ballots for the election shall comply with the *Tex. Elec. Code* and be in the form provided by the City to the Travis County Election Officer for use on the voting devices and ballots used by Travis County.

**Section 5. Conduct of Election.** The Travis County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Contract for Election Services, the City Charter, and the law governing the holding of special elections; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

**Section 6. Joint Election.** The City agrees to conduct a joint election with other political subdivisions within Travis County, provided that such political subdivisions hold an election on November 8, 2022, in all or part of the same territory as the City (the “Political Subdivisions”). The joint election for Political Subdivisions will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

**Section 7. Election Precincts and Election Day Polling Places.**  
The election precincts for the election shall be the election precincts established by the Travis County Election Officer in accordance with applicable law and the City Charter. The polling places for Election Day shall be at such locations designated by the Travis County Election Officer and authorized by state law. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the Travis County Election Officer shall tabulate and provide the election returns for the election.

**Section 8. Early Voting.**

- (a) Early voting shall commence on Monday, October 24, 2022, and continue through Friday, November 4, 2022 and early voting polls shall remain open for the time specified by the *Texas Election Code*.
- (b) The period to apply for a ballot by mail is January 1, 2022 through October 28, 2022. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on October 28, 2022 (mere postmarking by the deadline is insufficient).
- (c) The period to apply for a federal postcard application (FPCA) is January 1, 2022 through October 28, 2022. An FPCA must be received by the Early Voting Clerk no later than the close of business on October 28, 2022 (mere postmarking by the deadline is insufficient).
- (d) Early Voting Conducted by the Travis County Elections Administrator:
- 1) Early voting, both by personal appearance and by mail will be conducted by the Travis County Elections Administrator in accordance with the *Texas Election Code*. Rebecca Guerrero, County Clerk, is hereby designated and appointed as an Early Voting Clerk for the special election.
  - 2) Applications for ballot by mail for qualified voters of the City shall be mailed to:
    - By mail:
      - Rebecca Guerrero, County Clerk
      - Travis County Early Voting Clerk
      - PO Box 149325
      - Austin, Texas 78714-9325
    - By Contract Carriers/ Fedex:
      - Elections Division
      - Travis County Clerk
      - 5501 Airport Blvd., Suite #100
      - Austin, Texas 78751
    - Telephone: (512) 238-VOTE
    - Email: [elections@traviscountytexas.gov](mailto:elections@traviscountytexas.gov)
    - Website: <https://countyclerk.traviscountytexas.gov/departments/elections/>
  - 3) The main early voting location for the special election is:
    - City of Austin Permitting and Development Center
    - 6310 Wilhelmina Delco Drive
    - Austin, TX 78752
    - Polling place hours:
      - Monday – Saturday, 7:00 am – 7:00 pm
      - Sunday, Noon – 6:00 pm
  - 4) Early voting shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

**ORDINANCE NO. 665**

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**Section 9. Election Judges and Clerks.** The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Travis County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Travis County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council confirms and appoints the election judges and alternate election judges that are appointed by Travis County for the election.

**Section 10. City Secretary Assistance.** The City Secretary is hereby authorized and instructed to aide the Travis County Elections Administrator in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Services Contracts between the City and the Travis County Elections Administrators, the Travis County Elections Administrators shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Services Contract.

**Section 11. Necessary Actions.** The Mayor and the City Secretary of the City, in consultation with the City's Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance. The City Manager is further authorized to give notice of the election as provided in Section 451.607, Texas Election Code.

**Section 12. General.** The election shall be held and conducted by the Travis County Elections Administrators in compliance with the *Tex. Elec. Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Election Officers are hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than November 11, 2022 nor later than November 22, 2022.

**Section 13. Authorization to Execute.** The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the Council; and the Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the election.

**ORDINANCE NO. 665**

Page 5

**Section 14. Effective Date; Election Code.** This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Travis County Elections Administrator shall comply with the Texas Elections Code.

**Section 15. Severability.** If any provision, section 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 16. Open Meetings.** It is 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 *Chapt. 551, Tex. Gov't. Code*.

**PASSED, ADOPTED AND APPROVED** on this the 3<sup>rd</sup> day of August 2022.

**CITY OF MANOR, TEXAS**

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

**ATTEST:**

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance of the City of Manor Texas, ordering a Special Election to be held on November 8, 2022, on a proposition to increase the City's General Revenue Sales and Use Tax Rate pursuant to Chapter 321 of the Texas Tax Code, conditioned on a majority of qualified voters voting "No" on Proposition "A", which is the measure on the question of the continuation of the Capital Metropolitan Transportation Authority in the City of Manor; providing for proposition language; providing for election procedures; providing for an effective date; providing an open meetings clause; and providing for related matters.

### BACKGROUND/SUMMARY:

The current general revenue sales and use tax rate within the City of Manor, Texas is one percent (1%). Chapter 321 of the Texas Tax Code authorizes the general revenue sales and use tax to be adopted in increments of one-eighth of one percent (1%). The maximum combined sales tax rate adopted by local taxing authorities may not exceed two percent (2%). The City is located within the Capital Metropolitan Transportation Authority (CapMetro), which collects a one percent (1%) sales tax within the City. The current combined sales tax rate for all local taxing authorities in the City is two percent (2%).

The City Council proposes to call an election on the question of the continuation of CapMetro within the City of Manor ("Proposition A"). If a majority of qualified voters vote "No" to Proposition A, then CapMetro will calculate the net financial obligation of the City, pursuant to Subchapter M, Chapter 451, Texas Transportation Code, and will continue to collect the one percent (1%) sales tax within the City until the net financial obligation is collected.

After the net financial obligation is collected, CapMetro will cease to collect the one percent (1%) sales tax within the City and there will be a one percent (1%) sales tax increment available for adoption by local taxing authorities (upon approval by a majority of qualified voters).

The Ordinance calls a special election on the question of increasing the City's 1% sales tax, which may be used for general revenue purposes, to 2%.

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

- Ordinance No. 667

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve Ordinance No. 667 ordering a Special Election to be held on November 8, 2022, on a proposition to increase the City's General Revenue Sales and Use Tax Rate pursuant to Chapter 321 of the Texas Tax Code, conditioned on a majority of qualified voters voting "No" on Proposition "A", which is the measure on the question of the continuation of the Capital Metropolitan Transportation Authority in the City of Manor; providing for proposition language; providing for election procedures; providing for an effective date; providing an open meetings clause; and providing for related matters

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

**ORDINANCE NO. 667**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, ON A PROPOSITION TO INCREASE THE CITY'S GENERAL REVENUE SALES AND USE TAX RATE PURSUANT TO CHAPTER 321 OF THE TEXAS TAX CODE, CONDITIONED ON A MAJORITY OF QUALIFIED VOTERS VOTING "NO" ON PROPOSITION "A", WHICH IS THE MEASURE ON THE QUESTION OF THE CONTINUATION OF THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY IN THE CITY OF MANOR; PROVIDING FOR PROPOSITION LANGUAGE; PROVIDING FOR ELECTION PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the current general revenue sales and use tax rate within the City of Manor, Texas (the "City") is one percent (1%);

**WHEREAS**, Chapter 321 of the Texas Tax Code authorizes the general revenue sales and use tax to be adopted in increments of one-eighth of one percent (1%);

**WHEREAS**, the maximum combined sales tax rate adopted by local taxing authorities may not exceed two percent (2%);

**WHEREAS**, the City is located within the Capital Metropolitan Transportation Authority (CapMetro), which collects a one percent (1%) sales tax within the City;

**WHEREAS**, the current combined sales tax rate for all local taxing authorities in the City is two percent (2%);

**WHEREAS**, the City Council called an election on the question of the continuation of CapMetro within the City of Manor ("Proposition A");

**WHEREAS**, if a majority of qualified voters vote "No" to Proposition A, then CapMetro will calculate the net financial obligation of the City, pursuant to Subchapter M, Chapter 451, Texas Transportation Code, and will continue to collect the one percent (1%) sales tax within the City until the net financial obligation is collected;

**WHEREAS**, after the net financial obligation is collected, CapMetro will cease to collect the one percent (1%) sales tax within the City and there will be a one percent (1%) sales tax increment available for adoption by local taxing authorities (upon approval by a majority of qualified voters);



**ORDINANCE NO. 667**

Page 2

**WHEREAS**, the City Council has determined that an election should be held on the question of increasing the City’s general revenue sales tax from one percent (1%) to two percent (2 %) percent, conditioned upon a majority of qualified voters voting “No” on Proposition A (“Proposition B”);

**WHEREAS**, the ballot language will ask voters to approve a sales and use tax of two percent (2 %), which is the total general revenue sales and use tax rate that will be in effect upon approval by a majority of the qualified voters and canvassing of the election;

**WHEREAS**, the two percent (2%) sales and use tax will not be implemented by the Comptroller unless Proposition A fails and Proposition B passes;

**WHEREAS**, if Proposition A fails and Proposition B passes, the total rate of all sales and use taxes levied within the City will not exceed two percent (2 %);

**WHEREAS**, the City Council finds it appropriate to substitute the words “Yes” and “No” on the ballot for “For” and “Against” to be consistent with language used for other City propositions scheduled for the November 8, 2022 election;

**WHEREAS**, the City of Manor lies within the boundaries Travis County;

**WHEREAS**, the City of Manor, Texas (hereinafter the "City") approves and agrees to conducting the election jointly with other political subdivisions in Travis County in accordance with *Tex. Elec. Code, Chapter 271*; and

**WHEREAS**, the City is making provision to contract with the Travis County Elections Administrator to conduct the election, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code* (the “Election Services Contracts”);

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

**Section 1. Special Election Ordered.** The City Council of the City of Manor hereby orders a special election to be held on November 8, 2022, between the hours of 7:00 a.m. and 7:00 p.m. to submit to the qualified voters of the City a proposition allowing such voters to vote for or against a one percent (1%) increase in the general revenue sales and use tax rate, pursuant to Chapter 321, Texas Tax Code, and upon approval of the increase, the City’s general revenue sales and use tax rate shall be equal to two percent (2%), provided that the increase shall be conditioned upon a majority of qualified voters voting “No” on Proposition A and will go into effect pursuant to applicable state law.

**Section 2. Ballot and Proposition Language.** The official ballots for said special election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote “YES” or “NO” as to the proposition, with the ballots to contain such provisions, markings, and language as required by law, and with such proposition to be expressed in a form substantially as follows:

**City of Manor Proposition B**  
**Sales Tax for General Revenue Purposes**  
**Conditioned Upon a Majority “NO” Vote on Proposition A**

The adoption of a local sales and use tax in the City of Manor at the rate of two percent (2%)

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

**Section 3. Printed Materials.** The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

**Section 4.** Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code* in all respects. The ballots for the election shall comply with the *Tex. Elec. Code* and be in the form provided by the City to the Travis County Election Officer for use on the voting devices and ballots used by Travis County.

**Section 5. Conduct of Election.** The Travis County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Contract for Election Services, the City Charter, and the law governing the holding of special elections; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

**Section 6. Joint Election.** The City agrees to conduct a joint election with other political subdivisions within Travis County, provided that such political subdivisions hold an election on November 8, 2022, in all or part of the same territory as the City (the “Political Subdivisions”). The joint election for Political Subdivisions will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

**Section 7. Election Precincts and Election Day Polling Places.**

The election precincts for the election shall be the election precincts established by the Travis County Election Officer in accordance with applicable law and the City Charter. The polling places for Election Day shall be at such locations designated by the Travis County Election Officer and authorized by state law. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the Travis County Election Officer shall tabulate and provide the election returns for the election.

**Section 8. Early Voting.**

- (a) Early voting shall commence on Monday, October 24, 2022, and continue through Friday, November 4, 2022 and early voting polls shall remain open for the time specified by the *Texas Election Code*.
- (b) The period to apply for a ballot by mail is January 1, 2022 through October 28, 2022. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on October 28, 2022 (mere postmarking by the deadline is insufficient).
- (c) The period to apply for a federal postcard application (FPCA) is January 1, 2022 through October 28, 2022. An FPCA must be received by the Early Voting Clerk no later than the close of business on October 28, 2022 (mere postmarking by the deadline is insufficient).

(d) Early Voting Conducted by the Travis County Elections Administrator:

- 1) Early voting, both by personal appearance and by mail will be conducted by the Travis County Elections Administrator in accordance with the *Texas Election Code*. Rebecca Guerrero, County Clerk, is hereby designated and appointed as an Early Voting Clerk for the special election.
- 2) Applications for ballot by mail for qualified voters of the City shall be mailed to:

By mail:

Rebecca Guerrero, County Clerk  
 Travis County Early Voting Clerk  
 PO Box 149325  
 Austin, Texas 78714-9325

By Contract Carriers/ Fedex:

Elections Division  
 Travis County Clerk  
 5501 Airport Blvd., Suite #100  
 Austin, Texas 78751

Telephone: (512) 238-VOTE

Email: [elections@traviscountytexas.gov](mailto:elections@traviscountytexas.gov)

Website: <https://countyclerk.traviscountytexas.gov/departments/elections/>

- 3) The main early voting location for the special election is:  
 City of Austin Permitting and Development Center  
 6310 Wilhelmina Delco Drive  
 Austin, TX 78752  
 Polling place hours: Monday – Saturday, 7:00 am – 7:00 pm  
 Sunday, Noon – 6:00 pm
- 4) Early voting shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

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**Section 9. Election Judges and Clerks.** The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Travis County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Travis County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council confirms and appoints the election judges and alternate election judges that are appointed by Travis County for the election.

**Section 10. City Secretary Assistance.** The City Secretary is hereby authorized and instructed to aide the Travis County Elections Administrator in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Services Contracts between the City and the Travis County Elections Administrators, the Travis County Elections Administrators shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Services Contract.

**Section 11. Necessary Actions.** The Mayor and the City Secretary of the City, in consultation with the City's Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance.

**Section 12. General.** The election shall be held and conducted by the Travis County Elections Administrators in compliance with the *Tex. Elec. Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Election Officers are hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than November 11, 2022 nor later than November 22, 2022.

**Section 13. Authorization to Execute.** The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the Council; and the Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the election.

**Section 14. Effective Date; Election Code.** This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Travis County Elections Administrator shall comply with the Texas Elections Code.

**Section 15. Severability.** If any provision, section 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 16. Open Meetings.** It is 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 *Chapt. 551, Tex. Gov't. Code*.

**PASSED, ADOPTED AND APPROVED** on this the 3<sup>rd</sup> day of August, 2022.

**CITY OF MANOR, TEXAS**

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

**ATTEST:**

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the First Amendment to the Professional Services Contract for the 2050 Comprehensive Plan to Freese and Nichols, Inc.

### BACKGROUND/SUMMARY:

The city released a Request for Proposals for a 2050 Comprehensive Plan on September 8, 2020. There were nine (9) proposals submitted. A Request for Proposal (RFP) Selection Committee was formed, which was made up of members of Planning and Zoning and City Council. Freese and Nichols was the top scoring applicant and entered contract negotiations. The initial contract was \$19,168.00 higher than budgeted increasing the project to \$319,168. The City Council amended the FY20-21 budget on March 3, 2021, to reflect the proposed increase. The timeline for completion of the plan was projected for 15 months. During a status review of the contract and deliverables of the 2050 Comprehensive Plan, it was discovered the payment for the remaining balance of the contract had been paid in 2021. On July 15, 2022, the City Administration and Freese and Nichols representatives met to discuss the current status of the comprehensive plan and the need to define key deliverables tied to the remaining contract funds being released for payment. It was agreed upon that \$183,074.35 be returned to the city and a new project timeline be established with final reports are presented before payment of funds are requested less any retainage until the final plan has been presented and approved.

**LEGAL REVIEW:** Yes, under final review  
**FISCAL IMPACT:** Yes, FY21-22 budget will reflect a reimbursement in the amount of \$183,074.35  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- First Amendment to Professional Services Contract

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the first amendment of the Professional Services Contract for the 2050 Comprehensive Plan to Freese and Nichols, Inc. requesting a reimbursement in the amount of \$183,074.35.

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

## FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

**THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT**, entered into this \_\_\_ day of \_\_\_\_\_, 2022 (hereinafter, the “Effective Date”), by and between the City of Manor, Texas, a home rule municipal corporation (hereinafter, the “City”) and Freese and Nichols, Inc., a Texas corporation (hereinafter, the “Consultant”). The City and the Consultant may at times be referred to as the “Parties.”

### RECITALS

**WHEREAS**, the City and the Consultant entered into that certain professional services contract dated the 17<sup>th</sup> day of February, 2021 (hereinafter, the “Contract”); and

**WHEREAS**, the Consultant has been unable to meet the 15-month schedule outlined in the Contract; and

**WHEREAS**, the Consultant has agreed to return \$183,074.35 of the \$288,258 lump sum payment under the Contract; and

**WHEREAS**, the Consultant has proposed an **Engagement and Delivery Schedule** (Attached hereto as **Exhibit A** and incorporated by reference herein) to create benchmarks to be achieved and trigger payment of the \$183,074.35; and

**WHEREAS**, the City and the Consultant now wish to amend the Contract to accomplish the above.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to the following:

1. **Refund.** The Consultant shall pay to the City the amount of \$183,074.35 of the fee paid to the Consultant under the Contract under the schedule provided herein (hereinafter, the “Remaining Contract Amount”).
2. **Compensation for tasks completed.** The Remaining Contract Amount will be paid back to the Consultant upon the timely performance of deliverables as described in the **Scope of Services and Compensation Table** attached hereto as **Exhibit B** and incorporated by reference herein. Compensation will be paid only upon review and acceptance of the tasks by the City.
3. **Time of completion.** The prompt completion of the deliverables under the Scope of Services and Compensation Table is critical to the City. Suspension or abandonment in providing the deliverables under the Scope of Services and Compensation Table shall be grounds for dismissal of the Consultant and termination of the Contract without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Consultant prior to the time of termination.
4. **Weekly reports.** Consultant is required to provide weekly reports detailing the activities of the Consultant and progress towards achieving the deliverables on **Exhibit B**. Failure to provide weekly reports shall be considered a suspension of tasks and shall be

grounds for dismissal of the Consultant and termination of the Contract without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Consultant prior to the time of termination.

5. **Entire Agreement.** This Amendment, together with the Contract, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.
6. **Effect of the Amendment.** The Parties agree that, except as modified hereby, the Contract remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Contract, this Amendment will control and modify the Contract.
7. **Counterparts.** This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.
8. **Statutory Verifications.**
  - a. To the extent this Amendment constitutes a contract for goods or services within the meaning of Section 2271.002 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 Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment. 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 the Amendment constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
  - c. The Consultant hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Amendment. 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, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards



beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).

- d. The Consultant 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 Amendment. 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.

**[SIGNATURE PAGES FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the Effective Date.

**CITY OF MANOR**  
A Texas municipal corporation

By: \_\_\_\_\_  
Christopher Harvey, Mayor

Attest:

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

**FREESE AND NICHOLS, INC.**  
A Texas corporation

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

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

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

**EXHIBIT A**  
**ENGAGEMENT AND DELIVERY SCHEDULE**  
**(SEE ATTACHED)**

**EXHIBIT B**  
**ENGAGEMENT AND DELIVERY SCHEDULE**  
**(SEE ATTACHED)**

**Advance Billing**

We are aware of a concern surrounding this project being billed in full. Full invoicing was provided at the request of city staff, received by email on August 26, 2021, and was questioned by us prior to processing to ensure this was correct. This is not something we typically do, and received questions internally as well. We have treated the payment similar to an escrow. If there is a need to shift this back proportionally based on level of completion, such as an audit concern or simply to restore confidence, we can likely find a way to do that through our accounting processes. We can also tie invoicing to deliverables, hold billing until a full draft is provided, and similar techniques. We want invoicing and payment to be the least of your worries.

**Time of Performance**

We recognize we have not met expectations regarding the original 15-month schedule. Recommendations for how to bring the project to completion in a manner Manor will be proud of are outlined below in **Engagement/Meetings** and **Proposed Deliverable Schedule**.

- FNI has experienced significant staffing transitions within the Urban Planning+Design Group, including a transition of assistant project manager for the Manor Comprehensive Plan. This resulted in workload of other projects shifting and impacting this project team. The Manor project manager transitioned positions with additional duties assigned while still maintaining project responsibilities. The group is fully-staffed again as of 7/5/22.
- A missed CPAC quorum in August 2021 resulting in project delays.
- The disappointing response to the first survey caused a pause as we sought additional input; we wanted additional data from a second survey and stakeholders before proceeding too far with topical elements. This was mentioned in discussions with both the CPAC and City Council.
- The team paused again and reset some information following the Samsung announcement, recognizing it had broad implications for Manor’s economic opportunities as well as housing market. This was mentioned at the 5/4/22 City Council briefing.
- COVID has presented significant challenges, more so than we’ve seen in other communities, regarding engagement. In addition, COVID directly affected our team multiple times, resulting in lost time. In addition, a project team member went on FMLA-eligible leave.
- Criticality to consider new staff leadership needs and observations with hiring of new City Manager and Economic Development Director.

We acknowledge that all of the above should have been communicated more clearly. We have since added a new assistant project manager that is in the same office as the project manager. We have also setup biweekly calls to better communicate.

**Engagement/Meetings**

The table below reflects a summary of the various engagements FNI has undertaken with Manor’s Comprehensive Plan. Detailed summaries are provided separately. A key issue to understand is that engagement is reliant upon local effort—we do not have established relationships with key people that get the word out. In other words, the message is different when received by a Mayor or City Manager, or even a trusted community member like a pastor, versus an outside consultant.

Engagement Topic Area	Status/Actions Taken	Recommended Engagement Going Forward
Staff initiation and conference call	Completed	We have now setup biweekly check-ins with Scott Dunlop.
Kick-off meeting and study area tour	Completed; parks-specific follow-up on 7/11	-
CPAC Meetings Six total, with three being virtual	City assigned P&Z as CPAC; two meetings completed in-person; one missed quorum in which FNI made the trip; one missed quorum in which FNI prepped but was notified prior to travel; virtual lost as an option due to change in state law regarding open meetings	Conduct all CPAC meetings in-person and add an additional meeting (exceed scope); Create enticement to attend (serve food, etc.); Consider adjusting to use City Council or a subcommittee of both City Council and P&Z to complete; Do not double-book on same night as regular meetings; Set schedule as follows:  8/8/22 – Land Use, Economic Development 8/23/22 – Parks, Recreation, Open Space 9/13/22 – Downtown, Urban Design, Infrastructure 10/25/22 – Final CPAC for complete plan and final engagement results  The CPAC does not typically review final chapter deliverables (considered a staff role) – just key content. We typically provide the full final draft and request comments at the end, prior to City Council consideration.

Engagement Topic Area	Status/Actions Taken	Recommended Engagement Going Forward
Virtual Stakeholder Meetings	Conducted as a hybrid in-person and virtual on 2/4 and 2/7 (two separate days; exceeds requirements of scope); Conducted a stakeholder group at Manor Senior High School 4/12 as separate trip.	Invite follow-up review on drafts once posted
	<p>Conducted 1-on-1s due to limited attendance at stakeholder meetings and need to reach underrepresented groups that didn't appear as heavily in survey results.</p> <p>Conducted 1-on-1s with select businesses to gain better perspective. Still pulling notes. Currently handwritten notes/need to type.</p>	Use these contacts as outreach conduits for future engagement and community events; most of these represent a network of some type, or are trusted individuals within underrepresented groups.
Online Surveying (at least 3 <u>non-scientific</u> , with one including substantial focus on parks & rec)	<p>First survey: 6/17/21-7/16/21; observed representation issues; created 2<sup>nd</sup> survey in different host format, fully translated, provided flyers and social media info for distribution by city.</p> <p>Second survey: 10/25/21-1/31/22; canvassed business parking lots including Walmart (exceeds scope), conducted survey station at Starbucks for an afternoon (exceeds scope), requested direct support for distribution from Manor ISD</p>	<p>Plan for a third survey based on reacting to goals for each chapter, possibly policy statements as well; Include opportunity to react-to or comment on future land use map and thoroughfare plan map, parks/trails map; Coordinate with events below so these serve as virtual alternatives</p> <p>Post full draft for comment during November.</p>

<b>Engagement Topic Area</b>	<b>Status/Actions Taken</b>	<b>Recommended Engagement Going Forward</b>
Community Events (2 in-person; 2 virtual)	Manor Night at the Park 10/15/21  Manorpalooza 5/7/22: Also spent time at Walmart and Starbucks to seek input on boards at those locations prior to Manorpalooza in the afternoon (exceeds scope)	Exceed scope and go with in-person for remainder. Recommend an invitation-open house targeting advertising to any areas with higher concentrations of underrepresented populations. Consider end of September.  Recommend a major presence at Manor Night at the Park on 10/8/22, which should allow presentation of elements.



**Proposed Deliverable Schedule**

The information below depicts a realistic deliverable schedule for the various chapters for review by city staff. This includes final deliverables, but also proposes an additional set of deliverables beyond the scope (but a portion of anticipated final deliverable content).

Interim Deliverables

Recognizing schedule issues, we recommend exceeding scope to provide four key interim deliverables, which would be transferable to the final drafts. These are viewed as responsive to timely issues in which it would benefit City Management and the staff to have adopted policy direction they can point to in regional conversations as well as in a highly dynamic development environment. We would like to better understand the timing of this need so we can schedule appropriately. These would include:

- Adoptable Vision and Guiding Principles
- Interim Future Land Use Map and Category Descriptions – ready pending confirmation from Scott Dunlop
- Interim Thoroughfare Master Plan Map – alignments identified; need to assign ROW widths for purposes of securing dedication during development process
- Interim Strategic Policy Recommendations
  - Key Land Use
  - Key Transportation
  - Regional Infrastructure and multi-purpose easements/alignments

Final Deliverables

<b>Deliverable</b>	<b>Status</b>	<b>Needed from City</b>	<b>Actions by FNI</b>	<b>Timeline</b>
Snapshot	Complete pending data resolution from other chapters	Nothing.	Reconciliation with newer data in economic development element (result of data update that occurred in-between chapters); republish to website	End of July

<b>Deliverable</b>	<b>Status</b>	<b>Needed from City</b>	<b>Actions by FNI</b>	<b>Timeline</b>
Vision	Will need to incorporate additional engagement; format adjustment to place goals/policy statements just within subject chapters for brevity.	Nothing.	Update with changes described in status; create clear placeholders for remaining engagement; publish to website	End of July
Land Use and Development	Draft created, including stable future land use map and categories. Working on downtown element within land use and refinement of draft goals, policy statements and actions.	The map needs confirmation by city staff, and selection of a date-certain to cease all adjustments; Review by CPAC; clarity on task 5.3 that the downtown aspect should presume transit-ready, but not be reliant upon CapMetro; discussion of catalytic projects in downtown  Feedback 8/8/22 CPAC	Refinement of goals, policy statements and actions; update map based on recent development entitlements; preparation of downtown element (may split and combined with community image/urban design chapter for ease of use)	Full draft document mid-August; data, maps
Transportation	Bike/ped elements most developed; alignments established, but need to align with ROW standards; Trails plan drafted (will be in parks section as well via reference due to grant funding crossover and relevance to both recreation and transportation)	Review of alignments and ROW upon completion  Feedback 8/23/22 CPAC or 9/13/22 CPAC	Need to develop perspectives on transit alternatives to CapMetro and deemphasize participation; ROW standards and street sections; integration of bike/ped; evaluation of future roadway needs; develop & refine goals, policy statements and actions.	End of August

<b>Deliverable</b>	<b>Status</b>	<b>Needed from City</b>	<b>Actions by FNI</b>	<b>Timeline</b>
Infrastructure	Reviewed and outlined, but not drafted	Water and wastewater master plans recently received, along with updated IFCIP  CPAC review 9/13/22	Complete drafting following review of plans; develop and refine goals, policy statements and actions; note the need to emphasize regional solutions and multi-use alignments (with transportation, etc.)	Mid-Late August
Parks, Recreation and Open Space	Template created; inventory completed and being confirmed; Needs assessment completed; Developing recommendations	Feedback in August from CPAC 8/23  Confirmation of final inventory due to GIS inconsistency (FNI pulling ownership)	Consolidate data into chapter; develop recommendations and costing; complete drafting	Full draft early September
Economic Development	Drafted by subconsultant; awaiting integration of perspectives from recently hired Manor ED Director	Meeting with Scott Jones taking place 7/14  CPAC review 8/8/22	Work with subconsultant to update and adjust to goal/policy statement format; integrate into final format	Full draft Mid-Late August
Community Image and Urban Design	Awaiting transportation and parks chapters completion; outlined	CPAC review 9/13/22	Draft chapter; develop and refine goals, policy statements and actions; consider placement of downtown-related elements in this chapter	Full draft late September
Implementation	Awaiting completion of chapters in order to develop action plan matrix	Staff review priority for workability, responsibility assignments  CPAC review 10/25/22	Integrate as chapters are completed	October with delivery of comprehensive draft

**EXHIBIT B**  
**SCOPE OF SERVICES AND COMPENSATION SCHEDULE**

\*\* All listed deliverables are detailed in Exhibit A \*\*

<b>Deliverable</b>	<b>Scheduled Completion</b>	<b>% of Remaining Contract to be Repaid</b>
<b>Snapshot</b>	07/31/2022	
<b>Vision</b>	07/31/2022	
<b>CPAC Meeting – Land Use, Economic Development</b>	08/08/2022	
<b>Land Use and Development</b>	08/16/2022	
<b>Infrastructure</b>	08/16/2022 – 08/31/2022	
<b>CPAC Meeting – Parks, Recreation, Open Space</b>	08/23/2022	
<b>Transportation</b>	08/31/2022	
<b>Economic Development</b>	08/16/2022 – 08/31/2022	
<b>Parks, Recreation, and Open Spaces</b>	09/01/2022 – 09/08/2022	
<b>CPAC Meeting – Downtown, Urban Design, Infrastructure</b>	09/13/2022	
<b>Community Image and Urban Design</b>	09/26/2022 – 09/30/2022	
<b>CPAC Meeting – Final for complete plan and final engagement result</b>	10/25/2022	
<b>Implementation &amp; Comprehensive Draft</b>	10/31/2022	<b>\$137,305.76</b>
<b>Final Comprehensive Plan incorporating all City Comments</b>	11/30/2022	<b>\$45,768.59</b>



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on allocating funds for senior transportation within the City of Manor.

**BACKGROUND/SUMMARY:**

The City of Manor has an opportunity to address the need for providing our senior citizens with a viable transportation option and other personal services needed to maintain their independent living status. The partnership with Senior Access could be an attractive feature our community to market to other senior citizens living in the region to help them to evaluate and consider relocating to Manor based on the growing services and programs being offered to our senior population.

**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** Funding is available in the FY2021-22 budget  
**PRESENTATION:** No  
**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council direct the support for Senior Access agency in an amount not to exceed \$10,000.

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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on membership to the Austin Healthcare Council.

**BACKGROUND/SUMMARY:**

The City of Manor has been presented an opportunity to participate in Austin Healthcare Council, which membership consist of the executive directors of the major medical facilities in Central Texas and other major metropolitan communities. The Healthcare Council examines the overall effectives of how medical services are being provided to citizens in today’s environment and are committed to identifying services and programs to attract and retain individuals in the medical profession. The City of Manor’s participation with this healthcare council could help identify an opportunity for the community to be considered for a regional medical facility during the healthcare council’s long range strategic planning process.

**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** Yes, Funding is available in the FY2021-22 budget  
**PRESENTATION:** No  
**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council authorize the payment for city’s membership to the Austin Healthcare Council.

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



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on Community Program opportunities utilizing Travis County facilities.

**BACKGROUND/SUMMARY:**

The City of Manor has an opportunity to further develop its collaborative partnership with Travis County by identifying future community programs and services that could utilize the county’s existing facilities. Staff is seeking City Council input and direction to initiate the dialog with Travis County officials about the use of their facilities that could be incorporated into the 2050 Comprehensive Plan.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:**

**PRESENTATION:** No

**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council direct the Administration to develop a proposal for the use of Travis County facilities and open space for future community programs and services.

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



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on offering workforce training opportunities and Austin Community College Courses for City of Manor residents.

**BACKGROUND/SUMMARY:**

The City of Manor is in need for an active workforce training initiative to be developed to help our local businesses and residents have access to training resources geared to attracting and retaining the local talent looking to live and work in the community. Workforce development and training will be included in the 2050 Comprehensive Plan to help identify the strategies and partnership opportunities to address the workforce needs as the community grows. Working with organizations like Austin Community College is critical to our community achieving sustainable growth and development of our future workforce. As individuals look to work close to home and advance with an organization committed to investing into their personal and professional future, workforce training will help Manor attract additional investments in human capital and development.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:**

**PRESENTATION:** No

**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council authorize the creation of workforce training initiative with Austin Community College.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
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### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 3, 2022  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on youth program opportunities.

**BACKGROUND/SUMMARY:**

The City of Manor has an opportunity to develop a more collaborative partnership with Manor Independent School District to utilize their existing facilities for after school, weekend, and summer programs. Staff is seeking City Council input and direction to initiate a conversation with Manor ISD board members and administration to working on identifying services and programs that our youth could actively participate in afterschool or non school events. The 2050 Comprehensive Plan could help identify those areas where families have voiced their concerns to see more youth programs provided as the community continues to grow.

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

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council direct the Administration to develop a proposal for future youth program and services.

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