



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

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## City Council Regular Meeting

Wednesday, December 01, 2021 at 7:00 PM

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

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### AGENDA

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

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

- A. Introduction of newly appointed Presiding Judge John Yager and Associate Judge Charles Carver; and Oath-of-Office administered by City Secretary.**

**PUBLIC COMMENTS**

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

**REPORTS**

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

- A. Healthcare Committee - Presentation by Dr. Karen Smith - Mental Health and Wellness Services**  
*Submitted by: Council Member Weir*
- B. 2021 TML Economic Development Conference**  
*Submitted by: Scott Dunlop, Interim City Manager*

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

- November 3, 2021, City Council Regular Meeting
- November 15, 2021, City Council Special Session – Canvass
- November 15, 2021, City Council Special Session – Orientation; and
- November 17, 2021, City Council Regular Meeting

## **REGULAR AGENDA**

- 2.** Consideration, discussion, and possible action on a resolution approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2020 (Lagos Public Improvement District Major Improvement Area Project).

*Submitted by: Scott Dunlop, Interim City Manager*

- 3.** Consideration, discussion, and possible action on a resolution approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).

*Submitted by: Scott Dunlop, Interim City Manager*

- 4.** Consideration, discussion, and possible action on a resolution approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project).

*Submitted by: Scott Dunlop, Interim City Manager*

- 5.** Consideration, discussion, and possible action on a resolution accepting the petition for the annexation of 3.398 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

*Submitted by: Scott Dunlop, Interim City Manager*

- 6.** Consideration, discussion, and possible action on a resolution accepting the petition for the annexation of 134.529 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

*Submitted by: Scott Dunlop, Interim City Manager*

- 7.** Consideration, discussion, and possible action on a Statement of Work No. 10 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the FY2021 Bond-funded Water and Wastewater Capital Improvement Projects.

*Submitted by: Frank T. Phelan, P.E.*

- 8. Consideration, discussion, and possible action on a Statement of Work No. 11 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the FY2021 Capital Metro BCT Paving Improvements Project.**  
*Submitted by: Frank T. Phelan, P.E.*

- 9. Consideration, discussion, and possible action on a Statement of Work No. 12 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the Cottonwood Creek West Tributary Sanitary Sewer Extension Project, S-35.**  
*Submitted by: Frank T. Phelan, P.E.*

## **EXECUTIVE SESSION**

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

*- Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding the Interlocal Agreement for Allocation of Sales Tax Revenue for the Development of Infrastructure by the City of Manor and Travis County Emergency Services District No. 12*

## **OPEN SESSION**

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

## **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: Wednesday, November 24, 2021, 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).



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

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

- November 3, 2021, City Council Regular Meeting
- November 15, 2021, City Council Special Session – Canvass
- November 15, 2021, City Council Special Session – Orientation; and
- November 17, 2021, City Council Regular Meeting

### BACKGROUND/SUMMARY:

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- November 3, 2021, City Council Regular Meeting Minutes
- November 15, 2021, City Council Special Session Minutes – Canvassed
- November 15, 2021, City Council Special Session Minutes – Orientation; and
- November 17, 2021, 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 November 3, 2021, City Council Regular Meeting; November 15, 2021, City Council Special Session – Canvass; November 15, 2021, City Council Special Session – Orientation; and November 17, 2021, City Council Regular Meeting.

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



**CITY COUNCIL  
REGULAR SESSION MINUTES  
NOVEMBER 3, 2021**

**PRESENT:**

Dr. Larry Wallace Jr., Mayor

**COUNCIL MEMBERS:**

Dr. Christopher Harvey, Mayor Pro Tem, Place 3  
Emily Hill, Place 1  
Anne Weir, Place 2 (Absent)  
Sonia Wallace, Place 4  
Deja Hill, Place 5  
Gene Kruppa, Place 6 (Absent)

**CITY STAFF:**

Scott Dunlop, Interim City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Michael Tuley, Director of Public Works  
Pauline M. Gray, City Engineer  
Heath Ferguson IT Manager  
James Allen, Lieutenant

**REGULAR SESSION – 7:07 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Wallace at 7:07 p.m. on Wednesday, November 3, 2021, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

Mayor Wallace led the Pledge of Allegiance.

## PROCLAMATIONS

### A. Declaring Friday, November 5, 2021, as “*Texas Arbor Day*”

Mayor Wallace read and presented proclamation to Council Member Deja Hill.

## PUBLIC COMMENTS

No one appeared at this time.

## REPORTS

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

### A. Cap Metro

Interim City Manager Dunlop discussed Cap Metro agreement with the city.

### B. Emergency Management Plan

Lt. James Allen discussed the Emergency Management Plan.

### C. Employee’s Evaluations / Pay Scale

Interim City Manager Dunlop discussed the proposed Employee’s Evaluation and Pay Scale.

### D. IT Streaming Equipment and Software

IT Manager Ferguson discussed the IT Streaming Equipment and Software for the city.

### E. Broadband and Cellular Concerns

Mayor Pro Tem Harvey discussed the broadband and cellular concerns within the city.

## CONSENT AGENDA

### 1. Consideration, discussion, and possible action to approve the City Council Minutes of the October 27, 2021, City Council Regular Meeting.

**MOTION:** Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Hill, to approve the Consent Agenda.

There was no further discussion.

**Motion to approve carried 5-0**

## REGULAR AGENDA

### **2. Consideration, discussion, and possible action on a resolution to conduct a public hearing on the Land Use Assumptions Map and proposed Capital Improvement Projects recommended by the Advisory Committee.**

The City staff recommended that the City Council approve Resolution No. 2021-21 to conduct a public hearing for the Land Use Assumptions Map and proposed Capital Improvement Projects.

Resolution No. 2021-21: A Resolution of The City of Manor, Texas, Setting a Public Hearing Date on The Land Use Assumptions and Capital Improvement Projects of the Community Impact Fee; and Providing Open Meetings and Other Related Matters.

**MOTION:** Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Wallace, to approve Resolution No. 2021-21 to conduct a public hearing for the Land Use Assumptions Map and proposed Capital Improvement Projects.

There was no further discussion.

**Motion to approve carried 5-0**

### **3. Consideration, discussion, and possible action on an agreement between the City of Manor and Qwally, Inc. for the Creation and Maintenance of a Small Business Portal.**

The City staff recommended that the City Council approve the agreement between the City of Manor and Qwally, Inc. for the Creation and Maintenance of a Small Business Portal.

**MOTION:** Upon a motion made by Mayor Pro Harvey and seconded by Council Member Wallace, to approve the agreement between the City of Manor and Qwally, Inc. for the Creation and Maintenance of a Small Business Portal.

There was no further discussion.

**Motion to approve carried 5-0**

### **4. Consideration, discussion, and possible action on a Homeless Policy (*Requested by Council Member Deja Hill*).**

Council Member Deja Hill expressed her concerns with homeless individuals that are seeking assistance from the city.

Discussion was held regarding camping restrictions within the state.

**MOTION:** Upon a motion made by Council Member Deja Hill and seconded by Council Member Emily Hill, to direct city staff to move forward with options for city ordinances or policies regarding homelessness within the city.

There was no further discussion.

**Motion to approve carried 5-0**

**5. Consideration, discussion, and possible action on RFQ 2021-49, a Space Needs Assessment and Facilities Master Plan Request for Qualifications.**

The City staff recommended that the City Council approve RFQ 2021-49, a Space Needs Assessment and Facilities Master Plan Request for Qualifications.

Interim City Manager Dunlop discussed the proposed RFQ for space needs assessment and facilities master plan.

Discussion was held regarding the timeline for the assessment.

Discussion was held regarding the clarification on the budget amount of \$50,000.

**MOTION:** Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Emily Hill, to approve RFQ 2021-49, a Space Needs Assessment and Facilities Master Plan Request for Qualifications.

There was no further discussion.

**Motion to approve carried 5-0**

**6. Consideration, discussion, and possible action on a Resolution authorizing the City Manager to execute documents as necessary to evidence the City Council's approval of the settlement agreement with certain opioid distributors and manufacturers negotiated by the Texas Attorney General's Office and approval of the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (known as the Texas Term Sheet).**

The City staff recommended that the City Council approve Resolution No. 2021-22 authorizing the City Manager to execute documents as necessary to evidence the City Council's approval of the settlement agreement with certain opioid distributors and manufacturers negotiated by the Texas Attorney General's Office and approval of the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (known as the Texas Term Sheet).

Resolution No. 2021-22: A Resolution of the City of the City of Manor, Texas – Opioids Settlement.

City Attorney Saenz discussed the proposed resolution.

**MOTION:** Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Deja Hill, to approve Resolution No. 2021-22 authorizing the City Manager to execute documents as necessary to evidence the City Council's approval of the settlement agreement with certain opioid distributors and manufacturers negotiated by the Texas Attorney General's Office and approval of the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (known as the Texas Term Sheet).

Discussion was held regarding examples why the city would sue.

Discussion was held regarding the amount of settlement the city would receive.

There was no further discussion.

**Motion to approve carried 5-0**

**7. Consideration, discussion, and possible action on the Community Services Director position and pay scale.**

The City staff recommended that the City Council approve the Community Services Director position to the current pay scale.

Interim City Manager Dunlop discussed the proposed Community Services Director position.

Discussion was held regarding the expectations for the position.

Discussion was held regarding the salary for the position.

Discussion was held regarding the essential functions for the position.

**MOTION:** Upon a motion made by Council Member Deja Hill and seconded by Council Member Emily Hill, to deny the Community Services Director position to the current pay scale.

There was no further discussion.

**Motion to approve failed 5-0**

**8. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.**

The City staff recommended that the City Council approve Ordinance No. 626 amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.

Interim City Manager Dunlop discussed the proposed ordinance with amendments.

City Attorney Saenz discussed the proposed amendment for Section 5.05 Excusal from Attendance.

Discussion was held regarding clarification of determining the percentage of missed meetings and the time period of attendance.

Discussion was held regarding several options proposed by City Attorney Saenz.

**MOTION:** Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Emily Hill, to approve Section 5.05 Excused from Attendance from the Rules of Procedure as discussed with City Attorney Saenz.

There was no further discussion.

**Motion to approve carried 4-1 (Council Member Deja Hill voted against)**

**MOTION:** Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Wallace, approve Ordinance No. 626 amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.

There was no further discussion.

**Motion to approve carried 5-0**

**9. Accept the resignation of Council Member, Place 6 Gene Kruppa and declare a vacancy.**

The City staff recommended that the City Council accept the resignation of Council Member, Place 6 Gene Kruppa and declare a vacancy.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Emily Hill to accept the resignation of Council Member, Place 6 Gene Kruppa and declare a vacancy.

There was no further discussion.

**Motion to approve carried 5-0**

## ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 10:44 p.m. on Wednesday, November 3, 2021.

These minutes approved by the Manor City Council on the 1<sup>st</sup> day of December 2021. *(Audio recording archived)*

## APPROVED:

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

## ATTEST:

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



**CITY COUNCIL CALLED SPECIAL SESSION - CANVASS  
MINUTES  
NOVEMBER 15, 2021**

**PRESENT:**

Dr. Larry Wallace Jr., Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Dunlop, Interim City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Lydia Collins, Director of Finance  
Tracey Vasquez, HR Manager  
Debbie Charbonneau, Heritage and Tourism Manager

**SPECIAL SESSION – 10:00 A.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Wallace Jr. at 10:07 a.m. on Monday, November 15, 2021, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

At the request of Mayor Wallace Jr., Council Member Deja Hill led the Pledge of Allegiance.

**PRESENTATIONS**

**A. Recognition of Council Member Deja Hill and Mayor Pro Tem Dr. Christopher Harvey, presented by Mayor Wallace.**

Mayor Wallace read and presented awards to outgoing Council Member Deja Hill and Mayor Pro Tem Dr. Christopher Harvey.

## **PUBLIC COMMENTS**

Manor Senior High School teacher thanked Mayor Wallace, Mayor Pro Tem Harvey and Council Member Deja Hill for their involvement with the school district.

County Commissioner Jeff Travillion thanked the City Council for their dedication and support to the community and looked forward to continuing working with new council.

Mayor Wallace expressed his gratitude and thanked City Council for their dedication and support during his tenure.

No one else appeared to speak at this time.

## **REGULAR AGENDA**

### **1. Consideration, discussion, and possible action on the brochure for the City Manager search.**

HR Manager Vasquez discussed the attached proposed City Manager brochure.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Emily Hill, to approve the brochure for the City Manager search.

There was no further discussion.

### **Motion to approve carried 6-0**

### **2. Consideration, discussion, and possible action of items relating to November 2, 2021, City of Manor General Election – City Council.**

- Canvass of the Election Returns for the City Council General Election.

The City Council canvassed the following results of the City of Manor General Election held on November 2, 2021.

Mayor Wallace Jr. read the following results:

**GENERAL ELECTION  
NOVEMBER 2, 2021  
(Results for 3 Precincts 105, 106, and 120)**

**TOTAL REGISTERED VOTERS – 6,941**

**TOTAL BALLOTS CAST – 496**

**TOTAL VOTER TURNOUT – 7.15%**

**GENERAL ELECTION**

	<b><u>VOTES CAST:</u></b>					
	<b><u>Early</u></b>	<b><u>Vote by Mail</u></b>	<b><u>Election</u></b>	<b><u>Provisional</u></b>	<b><u>Vote %</u></b>	<b><u>Total</u></b>
<b>MAYOR</b>						
Danny Scarbrough	49	0	76	0	26.77%	125
Christopher Harvey	140	3	199	0	73.23%	342
<b>COUNCIL MEMBER, PLACE 1</b>						
Emily Hill	153	2	228	0	100.00%	383
<b>COUNCIL MEMBER, PLACE 3</b>						
Prince John Chavis	62	1	69	0	30.99%	132
Maria Amezcua	112	2	180	0	69.01%	294
<b>COUNCIL MEMBER, PLACE 5</b>						
Aaron Moreno	157	3	228	0	100.00%	388

- Presentation of Certificates of Elections by Mayor Wallace Jr. to Newly Elected Mayor, Dr. Christopher Harvey; Re-Elected Council Member, Place 1 – Emily Hill; Newly Elected Council Member, Place 3 – Maria Amezcua; and Newly Elected Council Member, Place 5 – Aaron Moreno.

Mayor Wallace Jr. presented Certificate of Election to Re-Elected Council Member, Place 1 – Emily Hill; Newly Elected Council Member, Place 3 – Maria Amezcua; Newly Elected Council Member, Place 5 – Aaron Moreno; and Newly Elected Mayor, Dr. Christopher Harvey.

- Oath-of-Office to Mayor – Dr. Christopher Harvey; Council Member, Place 1 – Emily Hill; Council Member, Place 3 – Maria Amezcua; and Council Member, Place 5 – Aaron Moreno by Interim Presiding Judge John Yeager.

Following the presentation of certificates, Interim Presiding Judge John Yeager conducted the Oath-of-Office to Re-elected Council Member, Place 1 – Emily Hill; Newly Elected Council Member, Place 3 – Maria Amezcua; Newly Elected Council Member, Place 5 – Aaron Moreno; and Newly Elected Mayor, Dr. Christopher Harvey.

Following the Oath-of-Office, newly elected officials took their seats on the dais.

**3. Consideration, discussion, and possible action on an ordinance declaring the results of November 2, 2021, City of Manor General Election.**

Ordinance No. 629: An Ordinance of The City Council of The City of Manor, Texas, Canvassing the Election Returns and Declaring the Results of The General Election of the City of Manor Held on Tuesday, November 2, 2021, for the City of Manor's Mayor; Council Member Place No. 1; Council Member Place No. 3; and Council Member Place No. 5; and Declaring the Effective Date of This Ordinance.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve the ordinance and accept the results as presented.

There was no further discussion.

**Motion to approve carried 6-0**

**ADJOURNMENT**

The Special Session of the Manor City Council Adjourned at 10:41 a.m. on Monday, November 15, 2021.

These minutes approved by the Manor City Council on the 1<sup>st</sup> day of December 2021. *(Audio recording archived)*

**APPROVED:**

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Dr. Christopher Harvey  
Mayor

**ATTEST:**

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Lluvia T. Almaraz, TRMC  
City Secretary

Draft Minutes

CITY OF MANOR



150<sup>TH</sup>  
*Anniversary*



Item 1.



# CITY MANAGER

*City of Manor, Texas*

EXECUTIVE  
RECRUITMENT  
PROVIDED BY



# Manor, Texas

Item 1.



## THE COMMUNITY

Promise and Community. Those words perfectly describe Manor, Texas - an up-and-coming city with an inviting spirit and incredible opportunities for economic development, education, arts, and culture. Located in the middle of the Dallas, Houston, Austin/San Antonio triangle and sitting just 12 miles east of Austin on U.S. Highway 290, Manor is home to more than 15,300 residents and is poised to see explosive growth over the next decade. Its proximity to the Austin metro area, affordable land, and its location at an interchange of the SH130 toll-road have set the stage for this growth. Many new subdivisions offer a variety of housing types for first-time homebuyers to retirees. In addition, the possibility of the still-active rail line being used for commuter rail has increased growth prospects. As one of the safest and most diverse communities in Travis County, residents are attracted by centrally located jobs, livable wages, and a family-friendly environment. Manor is designated as a Purple Heart City (first Purple Heart school district in Central Texas), Gold Level Scenic City, and holds a Film Friendly Texas certification. In fact, more than 60 movies have been filmed in Manor.

Although the Austin area is perhaps one of the fastest-growing regions in the country, Manor has been able to maintain its small-town feel while placing a high emphasis on planning for the future. The City's wide-open spaces not only give residents and visitors numerous recreational opportunities – there are nine city, county, and district parks in the area that feature fishing lakes, nature preserves, hike/bike trails, picnic areas, and more – but they are also attracting lots of development. There are currently nine large residential subdivisions under construction, or in the permitting process. In terms of commercial development, 306,000 square feet of

industrial space is in the permitting process. Nearby family and entertainment spots such as Manor Community Farmers Market, Banner Distilling Company, A2M trail, and a paved bicycle route stretching from Austin to Manor, only add to the sense of promise and community.

Beyond the City's commitment to welcoming new opportunities for growth and development is its steadfast commitment to education. Manor ISD (MISD) serves more than 9,500 students from Pre-K to 12th grade across 14 campuses. With its focus on groundbreaking educational approaches, MISD was named a District of Innovation by the State of Texas. This prestigious designation awarded more local control over instructional decision-making, empowering MISD to think differently and innovate. As a result of this expanded freedom, MISD developed three distinct educational approaches to support diversity in learning style and offers an International Baccalaureate (IB) curriculum – which encourages learning from a global perspective – at several schools. Higher education opportunities are readily available within a short commute including the University of Texas at Austin, Austin Community College, St. Edward's University, and many more.

The median income in Manor is \$68,797 and the average home value is \$194,091.

### Recognized as:



# GOVERNANCE AND ORGANIZATION

Item 1.

The City of Manor is a “Home-Rule” city that operates under the Council-Manager form of government. Manor’s governing body is made up of six City Council Members and the Mayor, all of whom have an equal vote in making decisions for the City. The Mayor and the Council Members are elected at large.

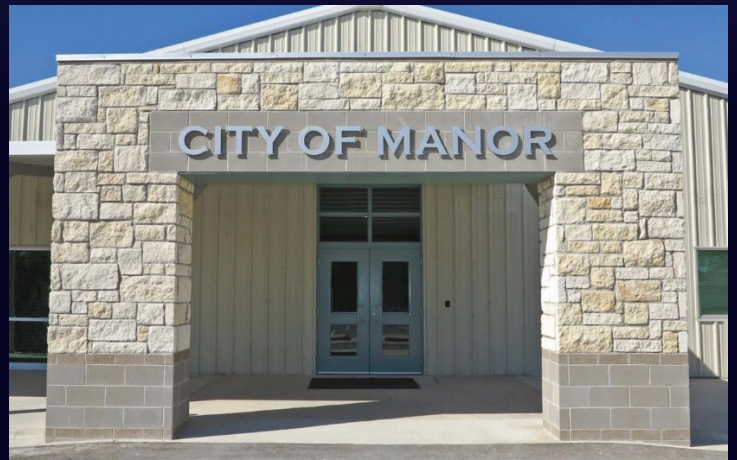
Operating with an FY 2021-22 budget of \$22.2 million, and an ad valorem tax rate of \$0.7827 per \$100 in valuation, Manor’s nearly 100 employees deliver an array of quality municipal services to residents and businesses.

As part of the City’s efforts to outline a 2050 Comprehensive Plan, the City Council created the following vision and guiding principles:

- **Vision:** People from all backgrounds call Manor home. This community provides the opportunity to raise a family, start a job, or grow a business. The community is well connected and supports local business. Multiple transportation options position Manor perfectly to have a booming economy. This makes Manor a gem in the region.
- **Guiding Principles:** Embedded Equity, Healthy Community, Connected Community, Resilient and Transformative Economy, and Livable Places for All.



Leadership Manor Program Members



## ABOUT THE POSITION

Appointed by the Mayor and City Council, the City Manager serves as the Chief Administrative Officer of the organization; ensures that all laws and ordinances of the City are enforced; provides administrative control and direction to all non-elected City departments, divisions, staff, and employees; recommends, implements and monitors the City’s strategic plan; incorporates the strategic plan into the City’s budget; reviews, assesses, presents, and justifies the City’s operating budget; provides broad oversight in the review and approval of expenditures, purchases and procurement, and monitors budget status.

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# OPPORTUNITIES AND CHALLENGES

The City of Manor stands on the precipice of unprecedented growth and is committed to seeing the following challenges as opportunities to become the best city it can be. The new City Manager will play a key role in these initiatives:

- Managing economic development correctly
- Ensuring that the community is provided with above standard services
- Transparent and timely communication with citizens
- Approving a Comprehensive Plan
- Downtown revitalization
- Follow-through and follow-up on issues with all stakeholders
- Engaging landowners with development in mind
- Attracting more minority contractors
- Creating more programs for the youth in the community
- Better addressing mental health issues in the community
- Raising the status quo bar



# IDEAL CANDIDATE

Item 1.

The ideal Manor City Manager will be a trustworthy, respectful, and confident leader with the ability to bring immediate credibility to the position. Candidates for consideration must have a verifiable and successful career with a record of demonstrated inclusiveness and transparent leadership guiding an organization. Candidates considered most suitable for this role will be innovative, proven leaders with the highest standards of professional conduct, ethics, and character.

Creating a positive plan for economic development will be a top priority for the incoming City Manager. It will be important for the new City Manager to have or be able to build productive relationships with the Texas Economic Development Council, TxDOT, and other intergovernmental agencies to accomplish this goal. Other priorities include completion of the facilities study, evaluating staff, assessing staffing needs, streamlining the organization, and process improvement.

The City Council seeks open-minded, innovative, and visionary candidates who can think creatively when it comes to strategic planning and leading a growing community. Personable and approachable, the new City Manager should be invested in the community both personally and professionally.

An excellent communicator and good listener, the next City Manager should have a keen understanding of local government, be able to build strong relationships with Council and staff, and facilitate consensus with stakeholders at all levels. The successful candidate will be firm, accountable, and a problem-solver who makes data-driven decisions.



# EDUCATION AND EXPERIENCE

This position requires a bachelor's degree from an accredited college or university in public administration, political science, business management, or a closely related field. A master's degree in public administration, planning, or a related field is preferred. The selected candidate should have at least 10 years of progressively responsible supervisory experience, preferably in a municipal setting, including five years or more of experience in local government at a director level or higher with an emphasis in planning, economic development, and/or finance. Candidates with FEMA certifications, an understanding of emergency management plans and funding availability, and experience working with non-profits are highly desired.

# COMPENSATION AND BENEFITS

Item 1.

The City of Manor offers a competitive annual salary based on qualifications and experience, a generous leave policy, a comprehensive benefits package with 100% of insurance premiums paid by the City, and a car and cell phone allowance. The City participates in the Texas Municipal Retirement System (TMRS) with a 7% employee contribution, a municipal matching ratio of 2:1, five-year vesting, and retirement eligibility at 20 years of service or 65 years of age.

The City Manager must live within 25 miles of the Manor city limits.



## APPLICATION PROCESS

[Please apply online](#)

**Margie Rose, Senior Vice President, SGR**  
[MargieRose@GovernmentResource.com](mailto:MargieRose@GovernmentResource.com)  
361-813-8599



*The City of Manor is an Equal Opportunity Employer and values diversity in its workforce.  
Applicants selected as finalists for this position will be subject to a comprehensive background check.*

## RESOURCES

**City of Manor**  
[cityofmanor.org](http://cityofmanor.org)

**Manor Economic Development Council**  
[cityofmanor.org/page/ds\\_eco\\_devo](http://cityofmanor.org/page/ds_eco_devo)

**Manor Chamber of Commerce**  
[manorchamber.com](http://manorchamber.com)

**City of Manor Social Media**



City of Manor Cumulative Report  
Travis County General & Special Election  
November 2, 2021

OFFICIAL REPORT

Item 1.

Travis County

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day	Provisional
Registered Voters - Total	6,941				
Ballots Cast - Total	496	3	204	289	0
Voter Turnout - Total	7.15%				

City of Manor Cumulative Report  
Travis County General & Special Election  
November 2, 2021

OFFICIAL RESULTS

Item 1.

Travis County

City of Manor Mayor

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Danny Scarbrough	125	26.77%	0	49	76	0
Christopher Harvey	342	73.23%	3	140	199	0
Contest Totals	496		3	204	289	0

City of Manor City Council Place 1

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Emily Hill	383	100.00%	2	153	228	0
Contest Totals	496		3	204	289	0

City of Manor City Council Place 3

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Prince John Chavis	132	30.99%	1	62	69	0
Maria Amezcua	294	69.01%	2	112	180	0
Contest Totals	496		3	204	289	0

City of Manor City Council Place 5

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Aaron Moreno	388	100.00%	3	157	228	0
Contest Totals	496		3	204	289	0

**City of Manor Canvass Report**  
**Travis County General & Special Election**  
**November 2, 2021**

OFFICIAL REPORT  
 Item 1.

**Travis County**

**105**

**City of Manor Mayor**

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Danny Scarbrough	124	26.84%	0	49	75	0
Christopher Harvey	338	73.16%	3	139	196	0
Total Votes Cast	462	100.00%	3	188	271	0
Overvotes	0		0	0	0	0
Undervotes	28		0	14	14	0
Contest Totals	490		3	202	285	0

**City of Manor City Council Place 1**

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Emily Hill	379	100.00%	2	151	226	0
Total Votes Cast	379	100.00%	2	151	226	0
Overvotes	0		0	0	0	0
Undervotes	111		1	51	59	0
Contest Totals	490		3	202	285	0

**City of Manor City Council Place 3**

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Prince John Chavis	130	30.95%	1	62	67	0
Maria Amezcua	290	69.05%	2	110	178	0
Total Votes Cast	420	100.00%	3	172	245	0
Overvotes	0		0	0	0	0
Undervotes	70		0	30	40	0
Contest Totals	490		3	202	285	0

City of Manor Canvass Report  
Travis County General & Special Election  
November 2, 2021

105

City of Manor City Council Place 5

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Aaron Moreno	384	100.00%	3	155	226	0
Total Votes Cast	384	100.00%	3	155	226	0
Overvotes	0		0	0	0	0
Undervotes	106		0	47	59	0
Contest Totals	490		3	202	285	0

**City of Manor Canvass Report**  
**Travis County General & Special Election**  
**November 2, 2021**

**OFFICIAL REPORT** Item 1.

**Travis County**

**106**

**City of Manor Mayor**

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Danny Scarbrough	1	20.00%	0	0	1	0
Christopher Harvey	4	80.00%	0	1	3	0
<b>Total Votes Cast</b>	<b>5</b>	<b>100.00%</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>0</b>
Overvotes	0		0	0	0	0
Undervotes	1		0	1	0	0
<b>Contest Totals</b>	<b>6</b>		<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>

**City of Manor City Council Place 1**

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Emily Hill	4	100.00%	0	2	2	0
<b>Total Votes Cast</b>	<b>4</b>	<b>100.00%</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>
Overvotes	0		0	0	0	0
Undervotes	2		0	0	2	0
<b>Contest Totals</b>	<b>6</b>		<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>

**City of Manor City Council Place 3**

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Prince John Chavis	2	33.33%	0	0	2	0
Maria Amezcua	4	66.67%	0	2	2	0
<b>Total Votes Cast</b>	<b>6</b>	<b>100.00%</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>
Overvotes	0		0	0	0	0
Undervotes	0		0	0	0	0
<b>Contest Totals</b>	<b>6</b>		<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>

City of Manor Canvass Report  
Travis County General & Special Election  
November 2, 2021

106

City of Manor City Council Place 5

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Aaron Moreno	4	100.00%	0	2	2	0
Total Votes Cast	4	100.00%	0	2	2	0
Overvotes	0		0	0	0	0
Undervotes	2		0	0	2	0
Contest Totals	6		0	2	4	0

**City of Manor Canvass Report**  
**Travis County General & Special Election**  
**November 2, 2021**

120

**City of Manor Mayor**

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Danny Scarbrough	0		0	0	0	0
Christopher Harvey	0		0	0	0	0
Total Votes Cast	0		0	0	0	0
Overvotes	0		0	0	0	0
Undervotes	0		0	0	0	0
Contest Totals	0		0	0	0	0

**City of Manor City Council Place 1**

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Emily Hill	0		0	0	0	0
Total Votes Cast	0		0	0	0	0
Overvotes	0		0	0	0	0
Undervotes	0		0	0	0	0
Contest Totals	0		0	0	0	0

**City of Manor City Council Place 3**

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Prince John Chavis	0		0	0	0	0
Maria Amezcua	0		0	0	0	0
Total Votes Cast	0		0	0	0	0
Overvotes	0		0	0	0	0
Undervotes	0		0	0	0	0
Contest Totals	0		0	0	0	0

City of Manor Canvass Report  
Travis County General & Special Election  
November 2, 2021

120

City of Manor City Council Place 5

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day	Provisional
Aaron Moreno	0		0	0	0	0
Total Votes Cast	0		0	0	0	0
Overvotes	0		0	0	0	0
Undervotes	0		0	0	0	0
Contest Totals	0		0	0	0	0



**CITY COUNCIL  
CALLED SPECIAL SESSION - ORIENTATION  
NOVEMBER 15, 2021**

**PRESENT:**

Dr. Christopher Harvey, Mayor (left at 11:35 a.m.)

**COUNCIL MEMBERS:**

Emily Hill, Place 1  
Anne Weir, Place 2  
Maria Amezcua, Place 3 (left at 12:41 p.m.)  
Sonia Wallace, Place 4  
Aaron Moreno, Place 5  
Vacant, Place 6

**CITY STAFF:**

Scott Dunlop, Interim City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Lydia Collins, Director of Finance  
Tracey Vasquez, HR Manager  
Debbie Charbonneau, Heritage and Tourism Manager  
Michael Tuley, Director of Public Works  
Heath Ferguson, IT Manager  
Paige Saenz, City Attorney

**SPECIAL SESSION – 11:00 A.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 11:15 a.m. on Wednesday, November 15, 2021, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

Mayor Harvey welcomed City Council Members and City staff.

## **A. City Council Updates**

Mayor Harvey discussed the following topics:

- City Council Committees
- City Council Community Involvement

City Council recessed for 10 minutes for a break at 11: 35 a.m.

Mayor Harvey left at 11:35 a.m. and turned meeting over to Council Member Emily Hill.

City Council reconvened at 11:45 a.m.

## **B. Departmental Introductions**

Head staff introduced themselves and gave a brief summary of their office functions.

- City Manager's Office - Scott Dunlop, Interim City Manager
- Development Services - Scott Dunlop, Development Services Director
- Office of the City Secretary - Lluvia T. Almaraz, City Secretary
- Police - Ryan Phipps, Chief of Police
- Finance / Court - Lydia Collins, Director of Finance
- Human Resources - Tracey Vasquez, HR Manager
- Community Development Services - Debbie Charbonneau, Heritage and Tourism Manager
- Public Works – Michael Tuley, Director of Public Works
- IT - Heath Ferguson, IT Manager

## **C. City of Manor Policies and Procedures**

HR Manager Vasquez discussed the following:

- New Council Welcome Letter
- Policy and Procedure Handbook
- Training and Certificates Requirements

## **D. City Council Rules of Procedures**

City Attorney Saenz discussed the following:

- Rules of Procedures Amendments
- Texas Open Meetings Act
- Walking Quorum

- Executive Session
- Conflict of Interest

City Secretary Almaraz discussed the following:

- Agenda Process

#### **E. City of Manor Home Rule Charter and Amendments**

City Attorney Saenz discussed the Home Rule Charter and gave a summary update of the last City Charter Amendment.

Discussion was held regarding next Charter Amendment Election.

#### **F. TML Publications**

City Secretary Almaraz discussed the following:

- Handbook for Mayors and Council Members
- Key Legal Requirements for Texas City Officials
- A Guide to Becoming a City Official
- How Texas Cities Work
- Texas Town & City Magazine

#### **G. City Council Training**

City Secretary Almaraz gave a brief update on upcoming training opportunities.

- TML Newly Elected Officials Workshop – January 21, 2022, in San Antonio, TX
- Education Training

#### **H. City Council IT Computer Training**

IT Manager Ferguson gave computer training to City Council.

### **ADJOURNMENT**

The Special Session of the Manor City Council Adjourned at 1:41 p.m. on Monday, November 15, 2021.

These minutes approved by the Manor City Council on the 1<sup>st</sup> day of December 2021.

**APPROVED:**

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Dr. Christopher Harvey  
Mayor

**ATTEST:**

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Lluvia T. Almaraz, TRMC  
City Secretary

Draft Minutes



**CITY COUNCIL  
REGULAR SESSION MINUTES  
NOVEMBER 17, 2021**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

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

**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 7:00 p.m. on Wednesday, November 17, 2021, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

## PLEDGE OF ALLEGIANCE

At the direction of Mayor Harvey, Council Member Moreno led the Pledge of Allegiance.

## PROCLAMATIONS

### **A. Declaring the week of November 15 – November 21, 2021, as “*National Apprenticeship Week*”**

Mayor Harvey read and presented proclamation to Council Member Hill.

## PUBLIC COMMENTS

Manuel Silva spoke to City Council regarding the upcoming Bocce Ball Tournament in Manor. He thanked the parks department for the maintenance of the Bocce Courts at Timmermann Park. Mr. Silva invited everyone to go out and enjoy the game on Wednesday’s afternoon and Saturday mornings.

Robert Battaile spoke to City Council regarding the Bocce Ball Tournament and the scoring board he is providing. Mr. Battaile thanked the city for their support.

Maria T. Johnson spoke to City Council in regard to her families support for Bocce Ball. Ms. Johnson also spoke regarding the Disc Golf Course that was proposed in 2016 for Timmermann Park. Ms. Johnson expressed her interest in supporting the course and suggested for the city to reach out to sponsors that were willing to support and finance the disc golf baskets if needed. She spoke on her involvement with the Austin Audubon Society and offered her services to the city.

No one else appeared at this time.

## REPORTS

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

### **A. Affordable Housing**

Mayor Harvey discussed affordable housing for the City of Manor.

### **B. Incubator spaces for small business development**

Mayor Harvey discussed the possibilities of offering incubator spaces for small business development opportunity within the city.

### **C. Animal Control Concerns**

Chief Phipps discussed the city’s concerns regarding animal control and recommended for topic to be discussed in the Public Safety Committee.

## **D. City Manager's Report**

Interim City Manager Dunlop gave an update on the following:

- Upcoming Development Projects
- American Rescue Plan Fund
- Broadband Concerns
- City Events

## **CONSENT AGENDA**

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the November 3, 2021, City Council Regular Meeting.**
- 2. Consideration, discussion, and possible action on the acceptance of the October 2021 Departmental Reports.**
  - **Police – Ryan Phipps, Chief of Police**
  - **Development Services – Scott Dunlop, Development Services Director**
  - **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**
  - **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**
- 3. Consideration, discussion, and possible action on a Preliminary Planned Unit Development Site Plan Rezoning request for 135 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract No. 63, and being located near the intersection of N. FM 973 and Gregg Lane, Manor, TX to Planned Unit Development (PUD).**

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Hill, to approve Item 2 and Item 3 of the Consent Agenda and postpone Item 1 to the December 1, 2021, Council meeting.

There was no further discussion.

**Motion to approve carried 6-0**

## **REGULAR AGENDA**

- 4. Consideration, discussion, and possible action to approve an ordinance authorizing the issuance of "City of Manor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021"; authorizing the sale thereof; enacting provisions related to the issuance of the certificates.**

The City staff recommended that the City Council approve Ordinance No. 630 authorizing the issuance of "City of Manor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021"; authorizing the sale thereof; enacting provisions related to the issuance of the certificates.

Financial Advisory Lane discussed the proposed bids.

Ordinance No. 630: An Ordinance Authorizing the Issuance of \$6,360,000 "City of Manor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021"; Authorizing the Sale Thereof; Enacting Provisions Related to the Issuance of the Certificates.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Amezcua, to approve Ordinance No. 630 authorizing the issuance of "City of Manor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021"; authorizing the sale thereof; enacting provisions related to the issuance of the certificates and accepting Amegy Bank as the low bidder.

There was no further discussion.

**Motion to approve carried 6-0**

**5. Consideration, discussion, and possible action to approve a resolution expressing intent to finance expenditures to be incurred by the City of Manor, Texas.**

The City staff recommended that the City Council approve Resolution No. 2021-23 expressing intent to finance expenditures to be incurred by the City of Manor, Texas.

Bond Counsel Miller discussed the proposed reimbursement resolution.

Resolution No. 2021-23: Resolution Expressing Intent to Finance Expenditures to be Incurred by the City of Manor, Texas.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Amezcua, to approve Resolution No. 2021-23 expressing intent to finance expenditures to be incurred by the City of Manor, Texas.

There was no further discussion.

**Motion to approve carried 6-0**

**6. Consideration, discussion, and possible action to approve a resolution authorizing the hiring of bond counsel on a contingency fee basis.**

The City staff recommended that the City Council approve Resolution No. 2021-24 authorizing the hiring of bond counsel on a contingency fee basis.

Bond Counsel Miller discussed the proposed resolution.

Resolution No. 2021-24: Resolution Authorizing Hiring of Bond Counsel on a Contingency Fee Basis.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve Resolution No. 2021-24 authorizing the hiring of bond counsel on a contingency fee basis.

There was no further discussion.

**Motion to approve carried 6-0**

**7. Consideration, discussion, and possible action on the first amendment to the Development Agreement for the Palomino Development.**

The City staff recommended that the City Council approve the first amendment to the Development agreement for the Palomino Development.

Interim City Manager Dunlop discussed the proposed amendment.

**MOTION:** Upon a motion made by Council Member Hill and seconded by Council Member Wallace, to approve the first amendment to the Development Agreement for the Palomino Development.

There was no further discussion.

**Motion to approve carried 6-0**

**8. Consideration, discussion, and possible action on Exterior Renovation of the Historic Riveted Cone Elevated 50-thousand-gallon storage tank.**

The City staff recommended that the City Council postpone item to the second meeting in December.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Hill to postpone item to the second meeting in December.

There was no further discussion.

**Motion to approve carried 6-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:56 p.m. on Wednesday, November 17, 2021, 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 the Interlocal Agreement for Allocation of Sales Tax Revenue for the Development of Infrastructure by the City of Manor and Travis County Emergency Services District No. 12* at 7:56 p.m. on Wednesday, November 17, 2021.

The Executive Session was adjourned at 8:34 p.m. on Wednesday, November 17, 2021.

## 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 8:34 p.m. on Wednesday, November 17, 2021.

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

There was no action taken.

### **9. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.**

The City staff recommended that the City Council approve Ordinance No. 631 amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.

City Secretary Amezcua discussed the proposed amendments to the Rules of Procedure.

**MOTION:** Upon a motion made by Council Member Hill and Council Member Weir to approve Ordinance No. 631 amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.

There was no further discussion.

**Motion to approve carried 6-0**

**10. Consideration, discussion, and possible action on the appointment of Mayor Pro Tem to serve a one-year term.**

The City staff recommended that the City Council appoint a Mayor Pro Tem to serve a one-year term.

Council Member Hill nominated herself.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, appoint Council Member Hill to Mayor Pro Tem to serve a one-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**11. Consideration, discussion, and possible action on the appointment of two (2) Budget Committee Council Members; and Chairperson to serve a one-year term.**

The City staff recommended that the City Council appoint two (2) Budget Committee Members; and Chairperson to serve a one-year term.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno, to appoint Council Member Amezcua and Council Member Weir to the Budget Committee and appoint Council Member Amezcua to Chairperson for a one-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**12. Consideration, discussion, and possible action on the appointment of two (2) Public Improvement District (PID) Committee Council Members; and Chairperson to serve a one-year term.**

The City staff recommended that the City Council appoint two (2) Public Improvement District (PID) Committee Council Members; and Chairperson to serve a one-year term.

Council Member Moreno volunteered.

Council Member Weir volunteered.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace, to appoint Council Member Moreno and Council Member Weir to the PID Committee and appoint Council Member Moreno to Chairperson for a one-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**13. Consideration, discussion, and possible action on the appointment of two (2) Park Committee Council Members; and Chairperson to serve a one-year term.**

The City staff recommended that the City Council appoint two (2) Park Committee Council Members; and Chairperson to serve a one-year term.

Council Member Wallace volunteered.

Council Member Moreno volunteered.

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Amezcua, to appoint Council Member Moreno and Council Member Wallace to the Park Committee and appoint Council Member Wallace to Chairperson for a one-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**14. Consideration, discussion, and possible action on the appointment of two (2) Public Tree Advisory Board Council Members; and Chairperson to serve a one-year term.**

The City staff recommended that the City Council appoint two (2) Public Tree Advisory Board Council Members; and Chairperson to serve a one-year term.

Council Member Wallace volunteered Lakesha Small from P&Z Commission.

Interim City Manager Dunlop volunteered Julie Leonard from P&Z Commission.

Discussion was held regarding the Park Committee Council Members were automatically appointed to the Public Tree Advisory Board.

Discussion was held to appoint two (2) P&Z Commissioners for the committee.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to appoint LaKesha Small and Julie Leonard from the P&Z Commission and appoint Council Member Wallace to Chairperson for a one-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**15. Consideration, discussion, and possible action on the appointment of two (2) Economic Development Committee Council Members; and Chairperson to serve a one-year term.**

The City staff recommended that the City Council appoint two (2) Economic Development Committee Council Members; and Chairperson to serve a one-year term.

Mayor Harvey volunteered.

Council Member Weir volunteered.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to appoint Mayor Harvey and Council Member Weir to the Economic Development Committee and appoint Mayor Harvey to Chairperson for a one-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**16. Consideration, discussion, and possible action on the appointment of the Mayor, City Manager, Chief of Police, and two (2) Emergency Management Committee Council Members to serve a one-year term.**

The City staff recommended that the City Council appoint the Mayor, City Manager, Chief of Police and two (2) Emergency Management Committee Council Members to serve a one-year term.

Council Member Moreno volunteered.

Council Member Amezcua volunteered.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to appoint Council Member Moreno and Council Member Amezcua to the Emergency Management Committee for a one-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**17. Consideration, discussion, and possible action on the appointment of two (2) Public Safety Committee Council Members; and Chairperson to serve a one-year term.**

The City staff recommended that the City Council appoint two (2) Public Safety Committee Council Members; and Chairperson to serve a one-year term.

Mayor Pro Tem Hill volunteered.

Council Member Wallace volunteered.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to appoint Mayor Pro Tem Hill and Council Member Wallace to the Public Safety Committee; and appoint Mayor Pro Tem Hill to Chairperson for a one-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**18. Consideration, discussion, and possible action on the appointment of the Tax Increment Reinvestment Zone, Number One, Board of Directors to serve a one-year term.**

The City staff recommended that the City Council appoint all council to the Tax Increment Reinvestment Zone, Number One, Board of Directors to serve a two-year term.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Amezcua, to appoint all City Council to the Tax Increment Reinvestment Zone, Number One, Board of Directors to serve a two-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**19. Consideration, discussion, and possible action on the appointment of two (2) Capital Improvement Committee Council Members; and Chairperson to serve a one-year term.**

The City staff recommended that the City Council appoint two (2) Capital Improvement Committee Council Members; and Chairperson to serve a one-year term.

Mayor Harvey volunteered.

Council Member Amezcua volunteered.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to appoint Mayor Harvey and Council Member Amezcua to the Capital Improvement Committee; and appoint Mayor Harvey to Chairperson for a one-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**20. Consideration, discussion, and possible action on the appointment of two (2) Education Committee Council Members; and Chairperson to serve a one-year term.**

The City staff recommended that the City Council appoint two (2) Education Committee Council Members; and Chairperson to serve a one-year term.

Council Member Amezcua volunteered.

Council Member Moreno volunteered.

Mayor Pro Tem Hill volunteered.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to appoint Mayor Pro Tem Hill and Council Member Amezcua to the Education Committee; and appoint Mayor Pro Tem Hill to Chairperson for a one-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**21. Consideration, discussion, and possible action on the appointment of two (2) Health Care Committee Council Members; and Chairperson to serve a one-year term.**

The City staff recommended that the City Council appoint two (2) Education Committee Council Members; and Chairperson to serve a one-year term.

Council Member Weir volunteered.

Council Member Moreno volunteered.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace, to appoint Council Member Weir and Council Member Moreno to the Health Care Committee; and appoint Council Member Weir to Chairperson for a one-year term.

There was no further discussion.

**Motion to approve carried 6-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 8:55 p.m. on Wednesday, November 17, 2021.

These minutes approved by the Manor City Council on the 1<sup>st</sup> day of November 2021. (*Audio recording archived*)

**APPROVED:**

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

**ATTEST:**

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2020 (Lagos Public Improvement District Major Improvement Area Project).

### BACKGROUND/SUMMARY:

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** N/A  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2021-25

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Resolution No. 2021-25 approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2020 (Lagos Public Improvement District Major Improvement Area Project)

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

**RESOLUTION NO. 2021-25****A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING  
AND AUTHORIZING THE FIRST AMENDMENT TO THE INDENTURE OF TRUST**

**WHEREAS**, the City of Manor, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Lagos Public Improvement District" (the "District") pursuant to Resolution No. 2019-02 adopted by the Manor City Council (the "City Council") on March 20, 2019; and

**WHEREAS**, in connection with the issuance of the "City of Manor, Texas Special Assessment Revenue Bonds, Series 2020 (Lagos Public Improvement District Major Improvement Area Project)" (the "Bonds"), on December 18, 2019, by Ordinance No. 563, the City Council approved entering into the Indenture of Trust, by and between the City and UMB Bank, N.A., as Trustee, dated December 1, 2019 (the "Indenture"); and

**WHEREAS**, the City wishes to amend the Indenture to make the processes for the deposit of collected District assessment revenues with the Trustee more efficient by authorizing the Trustee to accept deposit of such collected funds directly from Travis County, who collects such revenues on behalf of the City; and

**WHEREAS**, such amendments to the Indenture, which are as stated in and made by the First Amendment to the Indenture, a copy of which is attached to this Resolution as Exhibit "A," creates an additional fund under the Indenture; and

**WHEREAS**, this Resolution and the First Amendment to the Indenture approved by it, are in furtherance of the intentions of the parties to, and are permitted by and in compliance with, the Indenture; and

**WHEREAS**, the City Council intends to approve the forms, term, and/or provisions of the First Amendment to the Indenture by and between the City and the Trustee; and

**WHEREAS**, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Indenture of Trust.

Section 2. Approval of First Amendment to Indenture of Trust. The First Amendment to the Indenture (the "First Amendment to the Indenture"), between the City of Manor, Texas and UMB Bank, N.A., is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor of the City is hereby authorized and directed to execute and deliver the First Amendment to the Indenture, with such changes as may be required by the Mayor to carry out the purposes of this Resolution, such approval to be evidenced by the execution thereof. The Mayor's signature on the First Amendment to the Indenture may be attested by the City Secretary.

Section 3. Additional Actions. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

*[Execution page follows.]*

**PASSED AND APPROVED** on the 1st day of December 2021.

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Dr. Christopher Harvey  
Mayor, City of Manor, Texas

**ATTEST:**

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Lluvia T. Almaraz  
City Secretary

[SIGNATURE PAGE – RESOLUTION APPROVING FIRST AMENDMENT  
TO INDENTURE OF TRUST - LAGOS PID MIA BONDS]

**EXHIBIT A**

**FIRST AMENDMENT TO THE INDENTURE OF TRUST**

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**FIRST AMENDMENT  
TO  
INDENTURE OF TRUST**

**By and Between**

**CITY OF MANOR, TEXAS**

**and**

**UMB BANK, N.A.,  
as Trustee**

**DATED AS OF DECEMBER 1, 2021**

**supplementing that certain**

**INDENTURE OF TRUST**

**dated as of December 1, 2019**

**\$3,120,000  
CITY OF MANOR, TEXAS  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020  
(LAGOS PUBLIC IMPROVEMENT DISTRICT  
MAJOR IMPROVEMENT AREA PROJECT)**

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**FIRST AMENDMENT  
TO  
INDENTURE OF TRUST**

This FIRST AMENDMENT TO INDENTURE OF TRUST, dated as of December 1, 2021 (the “*First Amendment*”) is by and between the CITY OF MANOR, TEXAS (the “*City*”), and UMB BANK, N.A., as trustee (together with its successors, the “*Trustee*”), in order to amend the INDENTURE OF TRUST dated as of December 1, 2019 (the “*Indenture*”), by and between the City and Trustee.

WITNESSETH:

WHEREAS, the City and the Trustee are parties to that certain Indenture of Trust, dated as of December 1, 2019 (the “*Indenture*”), for the benefit of the Lagos Public Improvement District (the “*District*”) and the Funds and Accounts of the City; and

WHEREAS, pursuant to the Indenture, the City has issued its \$3,120,000 City of Manor, Texas Special Assessment Revenue Bonds, Series 2020 (Lagos Public Improvement District Major Improvement Area Project) (the “*Bonds*”); and

WHEREAS, the City and the Trustee desire to amend the Indenture to permit the creation of a collection fund for the deposit of Major Improvement Area Assessment Revenue by Travis County (the “*County*”) once collected; and

WHEREAS, Section 10.1 of the Indenture generally allows certain amendments to be made to the Indenture without the consent of or notice to any of the Holders pursuant to the terms and provisions of the Indenture; and subsection 10.1(ii) of the Indenture specifically allows such amendments which do not adversely affect any Outstanding Bonds in any material respect; and

WHEREAS, this First Amendment constitutes a Supplemental Indenture under the Indenture and shall, upon execution and delivery hereof, become an effective, valid, binding and legal instrument, in accordance with its terms and for the purposes herein expressed;

NOW, THEREFORE, the City, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City represents, covenants and agrees with the Trustee and its successors-in-trust under the Indenture, for the equal and proportionate benefit of the Holders of the Bonds:

SECTION 1. Definitions.

- (a) Capitalized terms used herein without definitions shall have the meanings ascribed thereto in the Indenture, unless the context clearly requires otherwise.
- (b) “Effective Date” means the date of execution and delivery of the First Amendment by the Issuer and the Trustee.

SECTION 2. Amendment to the Indenture. (a) Section 1.1 of the Indenture is hereby amended by adding the following definition, which shall read in its entirety as follows:

“*MIA Project Collection Fund*” means that Fund established by Section 6.1.

(b) Section 6.1 of the Indenture is hereby amended by adding Section 6.1(a)(ix), which shall read in its entirety as:

(ix) The MIA Project Collection Fund.

(c) Section 6.3(a) of the Indenture is hereby deleted and replaced with the following terms so that Section 6.3(a) shall read in its entirety as:

(a) On or before March 15, 2020 and on or before the fifteenth (15<sup>th</sup>) day of each month thereafter, the City shall deposit or cause to be deposited all Pledged Revenues, other than the Major Improvement Area Assessment Revenue deposited into the MIA Project Collection Fund by the Tax Office of the County, with the Trustee. Upon the Trustee’s receipt of the Pledged Revenues, the Trustee shall deposit or cause to be deposited the Pledged Revenues to be applied in the following order of priority:

(i) first, to the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;

(ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;

(iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest;

(iv) fourth, to the Reimbursement Fund in an amount determined by the City to pay the Major Improvement Area Reimbursement Obligation pursuant to the terms of the Major Improvement Area Reimbursement Agreement;

(v) fifth, to pay other Actual Costs of the Major Improvements; and

(vi) sixth, to pay other costs permitted by the PID Act.

(d) Section 6.3 of the Indenture is hereby amended by adding Section 6.3(g), which shall read in its entirety as follows:

(g) MIA Project Collection Fund. While any Bonds are Outstanding, the County, by agreement with the City, may collect Major Improvement Area Assessment Revenue on the City’s behalf. If the County, whether acting by and through its Tax Office or otherwise, presents or otherwise tenders to the Trustee such collected Major Improvement Area Assessment Revenue for deposit on the City’s behalf, the Trustee shall accept such Major Improvement Area Assessment Revenue and deposit the same into the MIA Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all

of that portion of the Major Improvement Assessment Revenue deposited into the MIA Project Collection Fund that consists of the Annual Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Major Improvement Assessment Revenue deposited into the MIA Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund.

SECTION 3. Interpretation of First Amendment. The Indenture shall be amended in accordance herewith and the respective rights, limitations of rights, obligations, duties and immunities under the Indenture of the Trustee, the City and the Holders of the Bonds shall, as of the Effective Date, be determined, exercised and enforced under the Indenture applied in all respects consistent with this First Amendment, and all the relevant terms and conditions of this First Amendment shall be deemed to be part of the terms and conditions of the Indenture, for any and all purposes.

SECTION 4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and all of such counterparts shall together constitute one and the same instrument.

SECTION 5. Ratification and Confirmation of Indenture. Except as hereby expressly supplemented and amended, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

SECTION 6. Governing Law. This First Amendment shall be deemed to be a contract under the laws of the State of Texas and for all purposes shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the City and the Trustee have caused this First Amendment to be executed all as of the date hereof.

CITY OF MANOR, TEXAS

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

Attest:

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

[CITY SEAL]

UMB BANK, N.A.,  
as Trustee

By: \_\_\_\_\_  
Authorized Officer

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

Before me, the undersigned, a Notary Public, on this day personally appeared Dr. Christopher Harvey and Lluvia T. Almaraz, known to me to be the Mayor and City Secretary, respectively, for the City of Manor, Texas, and who in my presence each executed this instrument before me in the capacity represented and each of said person's signature is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Notary Public, State of Texas

THE STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of UMB Bank, N.A., as Trustee, and who in my presence executed this instrument before me in the capacity represented and said person's signature is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).

### BACKGROUND/SUMMARY:

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** N/A  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2021-26

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Resolution No. 2021-26 approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project)

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

**RESOLUTION NO. 2021-26**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING  
AND AUTHORIZING THE FIRST AMENDMENT TO THE INDENTURE OF TRUST**

**WHEREAS**, the City of Manor, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Manor Heights Public Improvement District" (the "District") pursuant to Resolution No. 2018-10 adopted by the Manor City Council (the "City Council") on November 7, 2018; and

**WHEREAS**, in connection with the issuance of the "City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project)" (the "Bonds"), on May 5, 2021, by Ordinance No. 610, the City Council approved entering into the Indenture of Trust, by and between the City and UMB Bank, N.A., as Trustee, dated May 1, 2021 (the "Indenture"); and

**WHEREAS**, the City wishes to amend the Indenture to make the processes for the deposit of collected District assessment revenues with the Trustee more efficient by authorizing the Trustee to accept deposit of such collected funds directly from Travis County, who collects such revenues on behalf of the City; and

**WHEREAS**, such amendments to the Indenture, which are as stated in and made by the First Amendment to the Indenture, a copy of which is attached to this Resolution as Exhibit "A," creates an additional fund under the Indenture; and

**WHEREAS**, this Resolution and the First Amendment to the Indenture approved by it, are in furtherance of the intentions of the parties to, and are permitted by and in compliance with, the Indenture; and

**WHEREAS**, the City Council intends to approve the forms, term, and/or provisions of the First Amendment to the Indenture by and between the City and the Trustee; and

**WHEREAS**, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Indenture of Trust.

Section 2. Approval of First Amendment to Indenture of Trust. The First Amendment to the Indenture (the "First Amendment to the Indenture"), between the City of Manor, Texas and UMB Bank, N.A., is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor of the City is hereby authorized and directed to execute and deliver the First Amendment to the Indenture, with such changes as may be required by the Mayor to carry out the purposes of this Resolution, such approval to be evidenced by the execution thereof. The Mayor's signature on the First Amendment to the Indenture may be attested by the City Secretary.

Section 3. Additional Actions. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

*[Execution page follows.]*

PASSED AND APPROVED on the 1st day of December, 2021.

---

Dr. Christopher Harvey  
Mayor, City of Manor, Texas

ATTEST:

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Lluvia T. Almaraz  
City Secretary

[SIGNATURE PAGE – RESOLUTION APPROVING FIRST AMENDMENT  
TO INDENTURE OF TRUST - MANOR HEIGHTS PID MIA BONDS]

**EXHIBIT A**

**FIRST AMENDMENT TO THE INDENTURE OF TRUST**

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**FIRST AMENDMENT  
TO  
INDENTURE OF TRUST**

**By and Between**

**CITY OF MANOR, TEXAS**

**and**

**UMB BANK, N.A.,  
as Trustee**

**DATED AS OF DECEMBER 1, 2021**

**supplementing that certain**

**INDENTURE OF TRUST**

**dated as of May 1, 2021**

**\$8,080,000  
CITY OF MANOR, TEXAS  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
MAJOR IMPROVEMENT AREA PROJECT)**

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**FIRST AMENDMENT  
TO  
INDENTURE OF TRUST**

This FIRST AMENDMENT TO INDENTURE OF TRUST, dated as of December 1, 2021 (the “*First Amendment*”) is by and between the CITY OF MANOR, TEXAS (the “*City*”), and UMB BANK, N.A., as trustee (together with its successors, the “*Trustee*”), in order to amend the INDENTURE OF TRUST dated as of May 1, 2021 (the “*Indenture*”), by and between the City and Trustee.

WITNESSETH:

WHEREAS, the City and the Trustee are parties to that certain Indenture of Trust, dated as of May 1, 2021 (the “*Indenture*”), for the benefit of the Manor Heights Public Improvement District (the “*District*”) and the Funds and Accounts of the City; and

WHEREAS, pursuant to the Indenture, the City has issued its \$8,080,000 City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project) (the “*Series 2021 MIA Bonds*”); and

WHEREAS, the City and the Trustee desire to amend the Indenture to permit the creation of a collection fund for the deposit of Major Improvement Area Assessment Revenue by Travis County (the “*County*”) once collected; and

WHEREAS, Section 10.1 of the Indenture generally allows certain amendments to be made to the Indenture without the consent of or notice to any of the Holders pursuant to the terms and provisions of the Indenture; and subsection 10.1(ii) of the Indenture specifically allows such amendments which do not adversely affect any Outstanding Bonds in any material respect; and

WHEREAS, this First Amendment constitutes a Supplemental Indenture under the Indenture and shall, upon execution and delivery hereof, become an effective, valid, binding and legal instrument, in accordance with its terms and for the purposes herein expressed;

NOW, THEREFORE, the City, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City represents, covenants and agrees with the Trustee and its successors-in-trust under the Indenture, for the equal and proportionate benefit of the Holders of the Series 2021 MIA Bonds:

SECTION 1. Definitions.

(a) Capitalized terms used herein without definitions shall have the meanings ascribed thereto in the Indenture, unless the context clearly requires otherwise.

(b) “Effective Date” means the date of execution and delivery of the First Amendment by the Issuer and the Trustee.

SECTION 2. Amendment to the Indenture. . (a) Section 1.1 of the Indenture is hereby amended by adding the following definition, which shall read in its entirety as follows:

“*MIA Project Collection Fund*” means that Fund established by Section 6.1.

(b) Section 6.1 of the Indenture is hereby amended by adding Section 6.1(a)(viii), which shall read in its entirety as:

(viii) The MIA Project Collection Fund.

(c) Section 6.3(a) of the Indenture is hereby deleted and replaced with the following terms so that Section 6.3(a) shall read in its entirety as:

(a) On or before February 15, 2022 and on or before February 15<sup>th</sup> of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited all Pledged Revenues, other than the Major Improvement Area Assessment Revenue deposited into the MIA Project Collection Fund by the Tax Office of the County, with the Trustee. Upon the Trustee’s receipt of the Pledged Revenues, the Trustee shall deposit or cause to be deposited the Pledged Revenues to be applied by the Trustee in the following order of priority:

(i) first, to the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;

(ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;

(iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement;

(iv) fourth, to pay other Actual Costs of the Major Improvement Area Projects; and

(v) fifth, to pay other costs permitted by the PID Act.

(d) Section 6.3 of the Indenture is hereby amended by adding Section 6.3(g), which shall read in its entirety as follows:

(g) MIA Project Collection Fund. While any Bonds are Outstanding, the County, by agreement with the City, may collect Major Improvement Area Assessment Revenue on the City’s behalf. If the County, whether acting by and through its Tax Office or otherwise, presents or otherwise tenders to the Trustee such collected Major Improvement Area Assessment Revenue for deposit on the City’s behalf, the Trustee shall accept such Major Improvement Area Assessment Revenue and deposit the same into the MIA Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Major Improvement Assessment Revenue deposited into the MIA Project Collection Fund that consists of the Annual Collection Costs to the

Administrative Fund and, as directed pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Major Improvement Assessment Revenue deposited into the MIA Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund.

SECTION 3. Interpretation of First Amendment. The Indenture shall be amended in accordance herewith and the respective rights, limitations of rights, obligations, duties and immunities under the Indenture of the Trustee, the City and the Holders of the Series 2021 MIA Bonds shall, as of the Effective Date, be determined, exercised and enforced under the Indenture applied in all respects consistent with this First Amendment, and all the relevant terms and conditions of this First Amendment shall be deemed to be part of the terms and conditions of the Indenture, for any and all purposes.

SECTION 4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and all of such counterparts shall together constitute one and the same instrument.

SECTION 5. Ratification and Confirmation of Indenture. Except as hereby expressly supplemented and amended, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

SECTION 6. Governing Law. This First Amendment shall be deemed to be a contract under the laws of the State of Texas and for all purposes shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the City and the Trustee have caused this First Amendment to be executed all as of the date hereof.

CITY OF MANOR, TEXAS

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

Attest:

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

[CITY SEAL]

UMB BANK, N.A.,  
as Trustee

By: \_\_\_\_\_  
Authorized Officer

THE STATE OF TEXAS                   §  
   §  
 COUNTY OF TRAVIS                   §

Before me, the undersigned, a Notary Public, on this day personally appeared Dr. Christopher Harvey and Lluvia T. Almaraz, known to me to be the Mayor and City Secretary, respectively, for the City of Manor, Texas, and who in my presence each executed this instrument before me in the capacity represented and each of said person's signature is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Notary Public, State of Texas

THE STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of UMB Bank, N.A., as Trustee, and who in my presence executed this instrument before me in the capacity represented and said person's signature is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project).

### BACKGROUND/SUMMARY:

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** N/A  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2021-27

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Resolution No. 2021-27 approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project).

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

**RESOLUTION NO. 2021-27**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING  
AND AUTHORIZING THE FIRST AMENDMENT TO THE INDENTURE OF TRUST**

**WHEREAS**, the City of Manor, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Manor Heights Public Improvement District" (the "District") pursuant to Resolution No. 2018-10 adopted by the Manor City Council (the "City Council") on November 7, 2018; and

**WHEREAS**, in connection with the issuance of the "City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)" (the "Bonds"), on May 5, 2021, by Ordinance No. 611, the City Council approved entering into the Indenture of Trust, by and between the City and UMB Bank, N.A., as Trustee, dated May 1, 2021 (the "Indenture"); and

**WHEREAS**, the City wishes to amend the Indenture to make the processes for the deposit of collected District assessment revenues with the Trustee more efficient by authorizing the Trustee to accept deposit of such collected funds directly from Travis County, who collects such revenues on behalf of the City; and

**WHEREAS**, such amendments to the Indenture, which are as stated in and made by the First Amendment to the Indenture, a copy of which is attached to this Resolution as Exhibit "A," creates an additional fund under the Indenture; and

**WHEREAS**, this Resolution and the First Amendment to the Indenture approved by it, are in furtherance of the intentions of the parties to, and are permitted by and in compliance with, the Indenture; and

**WHEREAS**, the City Council intends to approve the forms, term, and/or provisions of the First Amendment to the Indenture by and between the City and the Trustee; and

**WHEREAS**, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Indenture of Trust.

Section 2. Approval of First Amendment to Indenture of Trust. The First Amendment to the Indenture (the "First Amendment to the Indenture"), between the City of Manor, Texas and UMB Bank, N.A., is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor of the City is hereby authorized and directed to execute and deliver the First Amendment to the Indenture, with such changes as may be required by the Mayor to carry out the purposes of this Resolution, such approval to be evidenced by the execution thereof. The Mayor's signature on the First Amendment to the Indenture may be attested by the City Secretary.

Section 3. Additional Actions. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

*[Execution page follows.]*

**PASSED AND APPROVED** on the 1st day of December 2021.

---

Dr. Christopher Harvey  
Mayor, City of Manor, Texas

**ATTEST:**

---

Lluvia T. Almaraz  
City Secretary

[SIGNATURE PAGE – RESOLUTION APPROVING FIRST AMENDMENT  
TO INDENTURE OF TRUST - MANOR HEIGHTS PID IA#1-2 BONDS]

**EXHIBIT A**

**FIRST AMENDMENT TO THE INDENTURE OF TRUST**

---

**FIRST AMENDMENT  
TO  
INDENTURE OF TRUST**

**By and Between**

**CITY OF MANOR, TEXAS**

**and**

**UMB BANK, N.A.,  
as Trustee**

**DATED AS OF DECEMBER 1, 2021**

**supplementing that certain**

**INDENTURE OF TRUST**

**dated as of May 1, 2021**

**\$7,305,000  
CITY OF MANOR, TEXAS  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #1-2 PROJECT)**

---

**FIRST AMENDMENT  
TO  
INDENTURE OF TRUST**

This FIRST AMENDMENT TO INDENTURE OF TRUST, dated as of December 1, 2021 (the “*First Amendment*”) is by and between the CITY OF MANOR, TEXAS (the “*City*”), and UMB BANK, N.A., as trustee (together with its successors, the “*Trustee*”), in order to amend the INDENTURE OF TRUST dated as of May 1, 2021 (the “*Indenture*”), by and between the City and Trustee.

WITNESSETH:

WHEREAS, the City and the Trustee are parties to that certain Indenture of Trust, dated as of May 1, 2021 (the “*Indenture*”), for the benefit of the Manor Heights Public Improvement District (the “*District*”) and the Funds and Accounts of the City; and

WHEREAS, pursuant to the Indenture, the City has issued its \$7,305,000 City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project) (the “*Series 2021 IA#1-2 Bonds*”); and

WHEREAS, the City and the Trustee desire to amend the Indenture to permit the creation of a collection fund for the deposit of Improvement Area #1 Assessment Revenue and Improvement Area #2 Assessment Revenue by Travis County (the “*County*”) once collected; and

WHEREAS, Section 10.1 of the Indenture generally allows certain amendments to be made to the Indenture without the consent of or notice to any of the Holders pursuant to the terms and provisions of the Indenture; and subsection 10.1(ii) of the Indenture specifically allows such amendments which do not adversely affect any Outstanding Bonds in any material respect; and

WHEREAS, this First Amendment constitutes a Supplemental Indenture under the Indenture and shall, upon execution and delivery hereof, become an effective, valid, binding and legal instrument, in accordance with its terms and for the purposes herein expressed;

NOW, THEREFORE, the City, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City represents, covenants and agrees with the Trustee and its successors-in-trust under the Indenture, for the equal and proportionate benefit of the Holders of the Series 2021 IA#1-2 Bonds:

SECTION 1. Definitions.

- (a) Capitalized terms used herein without definitions shall have the meanings ascribed thereto in the Indenture, unless the context clearly requires otherwise.
- (b) “Effective Date” means the date of execution and delivery of the First Amendment by the Issuer and the Trustee.

SECTION 2. Amendment to the Indenture. (a) Section 1.1 of the Indenture is hereby amended by adding the following definition, which shall read in its entirety as follows:

“IA#1-2 Project Collection Fund” means that Account established by Section 6.1.

(b) Section 6.1 of the Indenture is hereby amended by adding Section 6.1(a)(viii), which shall read in its entirety as:

(viii) The IA#1-2 Project Collection Fund.

(c) Section 6.3(a) of the Indenture is hereby deleted and replaced with the following terms so that Section 6.3(a) shall read in its entirety as:

(a) On or before February 15, 2022 and on or before February 15<sup>th</sup> of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited all Pledged Revenues, other than the Improvement Area #1 Assessment Revenue and Improvement Area #2 Assessment Revenue, deposited into the IA#1-2 Project Collection Fund by the Tax Office of the County, with the Trustee. Upon the Trustee’s receipt of the Pledged Revenues, the Trustee shall deposit or cause to be deposited the Pledged Revenues to be applied by the Trustee in the following order of priority:

(i) first, to the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;

(ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;

(iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement;

(iv) fourth, to pay other Actual Costs of the Improvement Area #1-2 Projects; and

(v) fifth, to pay other costs permitted by the PID Act.

(d) Section 6.3 of the Indenture is hereby amended by adding Section 6.3(g), which shall read in its entirety as follows:

(g) IA#1-2 Project Collection Fund. While any Bonds are Outstanding, the County, by agreement with the City, may collect Improvement Area #1 Assessment Revenue and Improvement Area #2 Assessment Revenue on the City’s behalf. If the County, whether acting by and through its Tax Office or otherwise, presents or otherwise tenders to the Trustee such collected Improvement Area #1 Assessment Revenue and Improvement Area #2 Assessment Revenue for deposit on the City’s behalf, the Trustee shall accept such Improvement Area #1 Assessment Revenue and Improvement Area #2 Assessment Revenue and deposit the same into the IA#1-2 Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City

Certificate, deposit or cause to be deposited all of that portion of the Improvement Area #1 Assessment Revenue and Improvement Area #2 Assessment Revenue deposited into the IA#1-2 Project Collection Fund that consists of the Annual Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Improvement Area #1 Assessment Revenue and Improvement Area #2 Assessment Revenue deposited into the IA#1-2 Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund.

SECTION 3. Interpretation of First Amendment. The Indenture shall be amended in accordance herewith and the respective rights, limitations of rights, obligations, duties and immunities under the Indenture of the Trustee, the City and the Holders of the Series 2021 IA#1-2 Bonds shall, as of the Effective Date, be determined, exercised and enforced under the Indenture applied in all respects consistent with this First Amendment, and all the relevant terms and conditions of this First Amendment shall be deemed to be part of the terms and conditions of the Indenture, for any and all purposes.

SECTION 4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and all of such counterparts shall together constitute one and the same instrument.

SECTION 5. Ratification and Confirmation of Indenture. Except as hereby expressly supplemented and amended, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

SECTION 6. Governing Law. This First Amendment shall be deemed to be a contract under the laws of the State of Texas and for all purposes shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the City and the Trustee have caused this First Amendment to be executed all as of the date hereof.

CITY OF MANOR, TEXAS

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

Attest:

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

[CITY SEAL]

UMB BANK, N.A.,  
as Trustee

By: \_\_\_\_\_  
Authorized Officer

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

Before me, the undersigned, a Notary Public, on this day personally appeared Dr. Christopher Harvey and Lluvia T. Almaraz, known to me to be the Mayor and City Secretary, respectively, for the City of Manor, Texas, and who in my presence each executed this instrument before me in the capacity represented and each of said person's signature is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Notary Public, State of Texas

THE STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of UMB Bank, N.A., as Trustee, and who in my presence executed this instrument before me in the capacity represented and said person's signature is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution accepting the petition for the annexation of 3.398 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

### BACKGROUND/SUMMARY:

This property had entered into a non-annexation development agreement in 2017. The tract is on both the west and east sides of N. FM 973 by the new Compass Rose School. Only the east portion of the tract is proposed to be annexed with the remainder staying under a non-annexation development agreement.

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

- Annexation Petition
- Resolution No. 2021-28
- Exhibit A – Property Description
- Exhibit B – Post Annexation Provision of Services Agreement

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve Resolution No. 2021-28 accepting the petition for the annexation of 3.398 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

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

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:

Property Description

**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 28 day of September, 2021, with the City Secretary of the City of Manor, Travis County, Texas.

**Petitioners: Property Owner(s)**



Name: Rafiq Kareediya

Title: Managing Member

Company: Platinum 973, LLC

8868 Research Blvd. #308

Austin, Texas 78759

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

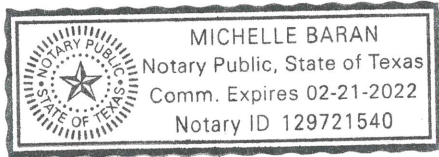
**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rafiq Kareliya, Managing Member, Platinum 973, LLC, a Texas limited liability company owner of Subject Property and Petitioner herein, known to me to be the person whose name is 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 24<sup>th</sup> day of September, 2021.

(SEAL)



Notary Public-State of Texas



# EXHIBIT “A”

Survey and Legal Lot Description

# LLANO SURVEYING & MAPPING, L.L.C.

FRED L. THOMPSON & ASSOC.

111 W. Main St.  
P.O. Box 74  
Llano, TX 78643

(325) 247-4510  
llanosurvey.com  
FIRM Registration #: 100502-00



## LEGEND

- 1/2" IRON ROD FOUND
- CAPPED IRON ROD FOUND
- △ TYPE II TxDOT R.O.W. MON
- ▲ 60D NAIL SET
- UTILITY POLE
- ⊙ WATER METER
- E — ELEC. LINES
- T — TELE. LINES
- P.O.B. POINT OF BEGINNING
- RECORD INFORMATION
- ( ) DOC. #2000046322 T.C.O.P.R.
- [ ] DOC. #2002241427 T.C.O.P.R.
- ! ! DOC. #2005010269 T.C.O.P.R.

## TITLE SURVEY

GF#: 2113996-WIM

TITLE CO.: INDEPENDENCE TITLE COMPANY

OWNER: CLIDE R. NICHOLS aka CLIDE RAY NICHOLS

BUYER: FM 973, LLC

SCH B, 10.)

a.) Subject to Easement to Manville Water Supply Corporation in Vol. 4963, Pg. 1571, T.C.D.R., pipeline easement 15' in width centered on existing pipe (no visible evidence found), together with ingress/egress over adjacent lands.

b.) Subject to Affidavit to the Public Re. Wastewater Design Flow Rates for Evapotranspiration Septic Systems in Doc. No. 2000104885 T.C.O.P.R.

c.) Subject to Affidavit of Exemption From Platting Requirements in Doc. No. 2005010269, T.C.O.P.R.

d.) Subject to Development Agreement in Vol. 2017197854, T.C.O.P.R.

e.) Subject to mineral rights in Vol. 8903, Pg. 979, T.C.R.P.R.

f.) Vol. 244, Pg. 204, T.C.D.R. Lease between Victor Anderson, lessor, and Bauer Brothers, lessee.

g.) Vol. 556, Pg. 42, Lease between Mrs. Victor Anderson, lessor, and Farmer's and Ginner's Cotton Oil Company, lessee.

As to item f.) and g.) Property description on the face of the documents is insufficient to locate.

PHYSICAL ADDRESS: F.M. 973, MANOR, TEXAS, 78725.

LEGAL DESCRIPTION: 3.398 ACRES SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, OUT OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 15.00 ACRES IN DEED TO CLIDE R. NICHOLS, OF RECORD IN DOCUMENT NO. 2000046322, T.C.O.P.R., AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2005010269, T.C.O.P.R., SAID 3.398 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO, AND MADE A PART HEREOF.

FIELDDED: 3/22/2021 CREW: YC&DH DRAFTED: 4/14/2021 BY: JAA  
JOB#: 21030401

PAGE 1 OF 2

GREENBURY GATES

TEXAS F.M. HIGHWAY NO. 973

(PARCEL BB 1.853 ACRE, DOC. #2002241427 T.C.O.P.R.)  
(200' R.O.W.)

ALUMINUM CAP "TxDOT"

ABSTRACT NO. 315

109.5069 ACRES, TRACT 1 (REMAINDER)  
COTTONWOOD HOLDINGS, LTD  
DOC. #1999115220, T.C.O.P.R.

IDEA PUBLIC SCHOOLS  
13.189 ACRES  
DOC. #2017062033 T.C.O.P.R.

3.398 ACRES  
OUT OF 15.00 ACRES  
CLIDE R. NICHOLS  
DOC. #2000046322, T.C.O.P.R.  
DESCRIBED AS TRACT ONE,  
3.404 ACRES IN  
DOC. #2005010269 T.C.O.P.R.

FLOOD INFORMATION:  
THE SUBJECT PROPERTY DEPICTED  
HEREON DOES NOT LIE WITHIN  
A SPECIAL FLOOD HAZARD  
AREA, AND IS DESIGNATED  
ZONE "X"  
AS SHOWN ON F.E.M.A.'S FLOOD  
INSURANCE RATE MAP No.  
48453C0485J  
EFFECTIVE DATE: AUGUST 18, 2014



SCALE: 1"=100'  
BASIS OF BEARING IS STATE  
PLANE COORDINATE SYSTEM  
TEXAS CENTRAL ZONE  
(4203) NAD83  
DISTANCE ARE GRID  
C.S.F.=0.9999211178

SURVEY NO. 63

YELLOW CAP  
"PRPLS 1753 PROP COR"



I, JOHN A. ABLES, REGISTERED PROFESSIONAL LAND  
SURVEYOR, NO. 102100, HEREBY CERTIFY EXCLUSIVELY TO  
INDEPENDENCE TITLE COMPANY, F.M. 973, LLC, & CLIDE R.  
NICHOLS THAT THIS SURVEY WAS PREPARED FROM AN ON  
THE GROUND SURVEY PERFORMED UNDER MY SUPERVISION  
ON THE 22nd DAY OF MARCH, 2021, WITHIN MY HAND  
AND SEAL THIS 14th DAY OF APRIL, 2021.

JOHN A. ABLES P.L.S. #6102

**LLANO SURVEYING & MAPPING, L.L.C.****FRED L. THOMPSON & ASSOCIATES****P. O. BOX 74 LLANO, TEXAS 78643-0074**

325-247-4510 info@LlanoSurvey.com

FIRM Registration #: 100502-00

(Page 2 of 2)

**FIELD NOTES DESCRIBING 3.398 ACRES OF LAND IN TRAVIS COUNTY, TEXAS**

BEING A 3.398 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, OUT OF THAT CERTAIN TRACT OF LAND CALLED 15.00 ACRES IN DEED TO CLIDE R. NICHOLS OF RECORD IN DOCUMENT NO. 2000046322, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (T.C.O.P.R.), AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2005010269 T.C.O.P.R., SAID 3.398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the northwest right of way of Suncrest Road (Old Texas State F.M. Highway No. 973), an 80 foot wide right of way of record in Volume 1022, Page 484, Travis County Deed Records (T.C.D.R.), for the northeast corner of that certain tract of land described as 109.5069 acres, Tract 1, in deed to Cottonwood Holdings, LTD, of record in Document No. 1999115220, T.C.O.P.R., the southeast corner of said Nichols tract, the southeast corner of said 3.404 acre Tract One, the southeast corner, and **POINT OF BEGINNING** hereof;

THENCE with the northeast line of said Cottonwood Holdings Tract 1, being the southwest line of said Nichols tract, and the southwest line of said 3.404 acre Tract One, **N 62°13'08" W 343.81 feet** to a ½" iron rod found with aluminum cap inscribed "TXDOT", in the east right of way of Texas State F.M. Highway No. 973, a 200 foot wide right of way of record in Document No. 2002241427 T.C.O.P.R., for the southwest corner of said 3.404 acres Tract One, and the southwest corner hereof;

THENCE with the east line of said F.M. 973, the west line of said 3.404 acre Tract One, over and across said Nichols Tract, **N 01°18'50" E**, at 210.23 feet pass a Type II TxDOT right of way monument found opposite Sta. 43+500.000, and continuing for a total distance of **402.94 feet** to a ½" iron rod found with yellow plastic cap inscribed "PAPE-DAWSON" in the northeast line of said Nichols tract, for the southwest corner of that certain tract of land described as 13.189 acres in deed to Idea Public Schools, of record in Doc. No. 2017062033, T.C.O.P.R., the northwest corner of said 3.404 acre Tract One, and the northwest corner hereof;

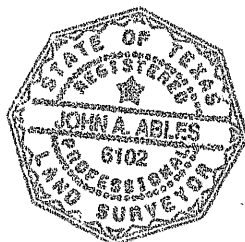
THENCE with the northeast line of said Nichols tract, the southwest line of said Idea Public Schools tract, and the northeast line of said 3.404 acre Tract One, **S 62°19'39" E 475.60 feet** to a ½" iron rod found with yellow plastic cap inscribed "RPLS 1753 PROP COR" in the northwest right of way of Suncrest Rd. (Old F.M. 973), for the southeast corner of said Idea Public Schools tract, the northeast corner of said Nichols tract, the northeast corner of said 3.404 acre Tract One, and the northeast corner hereof, from which a ½" iron rod found with red plastic cap inscribed "TRAVERSE" bears **S 12°08'16" E 42.11 feet**;

THENCE with the northwest line of said Suncrest Rd. (Old F.M. 973), the southeast line of said Nichols tract, and the southeast line of said 3.404 acre Tract One, **S 20°15'09" W 364.75 feet** to the **POINT OF BEGINNING** hereof and containing an area of 3.398 acres of land as surveyed by Llano Surveying & Mapping, L.L.C., under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone 4203. Distances are Grid. CSF=0.9999211178.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 22<sup>nd</sup> day of March, 2021. Witness my hand and seal this the 14<sup>th</sup> day of April, 2021.



John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS
*Dana DeBeauvoir*
Dana DeBeauvoir, County Clerk  
Travis County, Texas

Jul 22, 2021 02:52 PM Fee: \$38.00

2021163741

\*Electronically Recorded\*

15/ITC/ALI/ 243996 -WIM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**GENERAL WARRANTY DEED WITH VENDOR'S LIEN****Date:** July 19, 2021**Grantor:** Clide R. Nichols a/k/a Clide Ray Nichols**Grantor's Mailing Address (including county):**

415 Honeycomb Circle  
Driftwood, Texas 78619  
Hays County

**Grantee:** Platinum 973, LLC, a Texas limited liability company**Grantee's Mailing Address (including County):**

8868 Research Blvd. #308  
Austin, Texas 78759  
Travis County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of THREE HUNDRED NINETY THOUSAND AND 00/100 (\$390,000.00) DOLLARS and is executed by Grantee, payable to the order of FIRST NATIONAL BANK OF BASTROP. The note is secured by a vendor's lien retained in favor of FIRST NATIONAL BANK OF BASTROP in this deed and by a deed of trust of even date, from Grantee to John N. Gambrell, Trustee.

FIRST NATIONAL BANK OF BASTROP at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of FIRST NATIONAL BANK OF BASTROP and are transferred to FIRST NATIONAL BANK OF BASTROP without recourse on Grantor.

**Property (including any improvements):**

Being a 3.398 acre tract of land, situated in Travis County, Texas, out of the GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315; out of that certain tract of land called 15.00 acres in deed to Clide R. Nichols of record in Document No. 2000046322, Official Public Records, Travis County, Texas; and being that same tract of land described as Tract One, 3.404

acres in Document No. 2005010269, Official Public Records, Travis County, Texas. Said 3.398 acres, more or less, being more particularly described by metes and bounds in Exhibit "A" attached hereto.

**Reservations From and Exceptions to Conveyance and Warranty:**

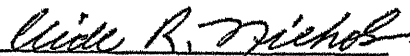
This conveyance is made and accepted subject to any and all restrictions, covenants, reservations, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

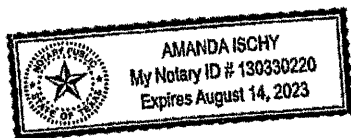
  
Clide R. Nichols

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this 19<sup>th</sup> day ~~20<sup>th</sup>~~ day of July 2021 by Clide R. Nichols.



*A Ischy*  
Notary Public, State of Texas

**EXHIBIT A****LLANO SURVEYING & MAPPING, L.L.C.**

FRED L. THOMPSON & ASSOCIATES  
 P. O. BOX 74 LLANO, TEXAS 78643-0074  
 325-247-4510 info@LlanoSurvey.com  
 FIRM Registration #: 100502-00

(Page 2 of 2)

**FIELD NOTES DESCRIBING 3.398 ACRES OF LAND IN TRAVIS COUNTY, TEXAS**

BEING A 3.398 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, OUT OF THAT CERTAIN TRACT OF LAND CALLED 15.00 ACRES IN DEED TO CLIDE R. NICHOLS OF RECORD IN DOCUMENT NO. 2000046322, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (T.C.O.P.R.), AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2005010269 T.C.O.P.R., SAID 3.398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northwest right of way of Suncrest Road (Old Texas State F.M. Highway No. 973), an 80 foot wide right of way of record in Volume 1022, Page 484, Travis County Deed Records (T.C.D.R.), for the northeast corner of that certain tract of land described as 109.5069 acres, Tract 1, in deed to Cottonwood Holdings, LTD, of record in Document No. 1999115220, T.C.O.P.R., the southeast corner of said Nichols tract, the southeast corner of said 3.404 acre Tract One, the southeast corner, and POINT OF BEGINNING hereof;

THENCE with the northeast line of said Cottonwood Holdings Tract 1, being the southwest line of said Nichols tract, and the southwest line of said 3.404 acre Tract One, N 62°13'08" W 343.81 feet to a 1/2" iron rod found with aluminum cap inscribed "TXDOT", in the east right of way of Texas State F.M. Highway No. 973, a 200 foot wide right of way of record in Document No. 2002241427 T.C.O.P.R., for the southwest corner of said 3.404 acres Tract One, and the southwest corner hereof;

THENCE with the east line of said F.M. 973, the west line of said 3.404 acre Tract One, over and across said Nichols Tract, N 01°18'50" E, at 210.23 feet pass a Type II TxDOT right of way monument found opposite Sta. 43+500.000, and continuing for a total distance of 402.94 feet to a 1/2" iron rod found with yellow plastic cap inscribed "PAPE-DAWSON" in the northeast line of said Nichols tract, for the southwest corner of that certain tract of land described as 13.189 acres in deed to Idea Public Schools, of record in Doc. No. 2017062033, T.C.O.P.R., the northwest corner of said 3.404 acre Tract One, and the northwest corner hereof;

THENCE with the northeast line of said Nichols tract, the southwest line of said Idea Public Schools tract, and the northeast line of said 3.404 acre Tract One, S 62°19'39" E 475.60 feet to a 1/2" iron rod found with yellow plastic cap inscribed "RPLS 1753 PROP COR" in the northwest right of way of Suncrest Rd. (Old F.M. 973), for the southeast corner of said Idea Public Schools tract, the northeast corner of said Nichols tract, the northeast corner of said 3.404 acre Tract One, and the northeast corner hereof, from which a 1/2" iron rod found with red plastic cap inscribed "TRAVERSE" bears S 12°08'16" E 42.11 feet;

THENCE with the northwest line of said Suncrest Rd. (Old F.M. 973), the southeast line of said Nichols tract, and the southeast line of said 3.404 acre Tract One, S 20°15'09" W 364.75 feet to the POINT OF BEGINNING hereof and containing an area of 3.398 acres of land as surveyed by Llano Surveying & Mapping, L.L.C., under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone 4203. Distances are Grid. CSF=0.9999211178.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 22<sup>nd</sup> day of March, 2021. Witness my hand and seal this the 14<sup>th</sup> day of April, 2021.



*John A. Ables*  
 John A. Ables R.P.L.S. #6102  
 P. O. Box 74, Llano, TX 78643

21030401  
 COPYRIGHT 2021  
 LLANO SURVEYING & MAPPING

**RESOLUTION NO. 2021-28****A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 3.398 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS**

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

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

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

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

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

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

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

Being a 3.398, more or less, acre tract of land situated in the Greenbury Gates Survey No. 63, Abstract Number 315, in Travis County, Texas, out of that certain tract of land called 15.00 acres in deed to Clide R Nichols of record in Document No. 2000046322, Travis County Official Public Records and being that same tract of land described as one tract, 3.404 acres in Document No. 2005010269, Travis County Official Public Records, said 3.398 acres being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of December 15, 2021. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit "A" shall control.

**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED** this the 1<sup>st</sup> day of December 2021.

**CITY OF MANOR, TEXAS:**

---

Dr. Christopher Harvey  
Mayor

**ATTEST:**

---

Lluvia T. Almaraz  
City Secretary

**Exhibit “A”  
Subject Property Description  
+/- 3.398 Acres**

# EXHIBIT “A”

Survey and Legal Lot Description

COPYRIGHT 2021 LLANO SURVEYING AND MAPPING, LLC

# LLANO SURVEYING & MAPPING, L.L.C.

FRED L. THOMPSON & ASSOCIATES

P. O. BOX 74 LLANO, TEXAS 78643-0074

325-247-4510 info@LlanoSurvey.com

FIRM Registration #: 100502-00

(Page 2 of 2)

## FIELD NOTES DESCRIBING 3.398 ACRES OF LAND IN TRAVIS COUNTY, TEXAS

BEING A 3.398 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, OUT OF THAT CERTAIN TRACT OF LAND CALLED 15.00 ACRES IN DEED TO CLIDE R. NICHOLS OF RECORD IN DOCUMENT NO. 2000046322, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (T.C.O.P.R.), AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2005010269 T.C.O.P.R., SAID 3.398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the northwest right of way of Suncrest Road (Old Texas State F.M. Highway No. 973), an 80 foot wide right of way of record in Volume 1022, Page 484, Travis County Deed Records (T.C.D.R.), for the northeast corner of that certain tract of land described as 109.5069 acres, Tract 1, in deed to Cottonwood Holdings, LTD, of record in Document No. 1999115220, T.C.O.P.R., the southeast corner of said Nichols tract, the southeast corner of said 3.404 acre Tract One, the southeast corner, and **POINT OF BEGINNING** hereof;

THENCE with the northeast line of said Cottonwood Holdings Tract 1, being the southwest line of said Nichols tract, and the southwest line of said 3.404 acre Tract One, N 62°13'08" W 343.81 feet to a ½" iron rod found with aluminum cap inscribed "TXDOT", in the east right of way of Texas State F.M. Highway No. 973, a 200 foot wide right of way of record in Document No. 2002241427 T.C.O.P.R., for the southwest corner of said 3.404 acres Tract One, and the southwest corner hereof;

THENCE with the east line of said F.M. 973, the west line of said 3.404 acre Tract One, over and across said Nichols Tract, N 01°18'50" E, at 210.23 feet pass a Type II TxDOT right of way monument found opposite Sta. 43+500.000, and continuing for a total distance of 402.94 feet to a ½" iron rod found with yellow plastic cap inscribed "PAPE-DAWSON" in the northeast line of said Nichols tract, for the southwest corner of that certain tract of land described as 13.189 acres in deed to Idea Public Schools, of record in Doc. No. 2017062033, T.C.O.P.R., the northwest corner of said 3.404 acre Tract One, and the northwest corner hereof;

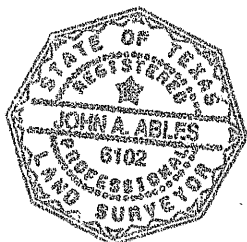
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THENCE with the northwest line of said Suncrest Rd. (Old F.M. 973), the southeast line of said Nichols tract, and the southeast line of said 3.404 acre Tract One, S 20°15'09" W 364.75 feet to the **POINT OF BEGINNING** hereof and containing an area of 3.398 acres of land as surveyed by Llano Surveying & Mapping, L.L.C., under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone 4203. Distances are Grid. CSF=0.9999211178.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 22<sup>nd</sup> day of March, 2021. Witness my hand and seal this the 14<sup>th</sup> day of April, 2021.



John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS*Dana DeBeauvoir*Dana DeBeauvoir, County Clerk  
Travis County, Texas

Jul 22, 2021 02:52 PM Fee: \$38.00

2021163741

\*Electronically Recorded\*

15/ITC/ALI/ 243996 -WIM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**GENERAL WARRANTY DEED WITH VENDOR'S LIEN****Date:** July 19, 2021**Grantor:** Clide R. Nichols a/k/a Clide Ray Nichols**Grantor's Mailing Address (including county):**415 Honeycomb Circle  
Driftwood, Texas 78619  
Hays County**Grantee:** Platinum 973, LLC, a Texas limited liability company**Grantee's Mailing Address (including County):**8868 Research Blvd. #308  
Austin, Texas 78759  
Travis County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of THREE HUNDRED NINETY THOUSAND AND 00/100 (\$390,000.00) DOLLARS and is executed by Grantee, payable to the order of FIRST NATIONAL BANK OF BASTROP. The note is secured by a vendor's lien retained in favor of FIRST NATIONAL BANK OF BASTROP in this deed and by a deed of trust of even date, from Grantee to John N. Gambrell, Trustee.

FIRST NATIONAL BANK OF BASTROP at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of FIRST NATIONAL BANK OF BASTROP and are transferred to FIRST NATIONAL BANK OF BASTROP without recourse on Grantor.

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acres in Document No. 2005010269, Official Public Records, Travis County, Texas. Said 3.398 acres, more or less, being more particularly described by metes and bounds in Exhibit "A" attached hereto.

**Reservations From and Exceptions to Conveyance and Warranty:**

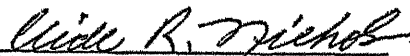
This conveyance is made and accepted subject to any and all restrictions, covenants, reservations, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

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Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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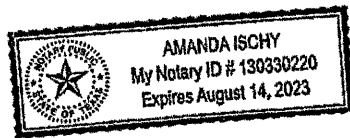
  
Clide R. Nichols

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this 19<sup>th</sup> day ~~20<sup>th</sup>~~ day of July 2021 by Clide R. Nichols.



*A Ischy*  
Notary Public, State of Texas

**EXHIBIT A****LLANO SURVEYING & MAPPING, L.L.C.**

FRED L. THOMPSON & ASSOCIATES  
P. O. BOX 74 LLANO, TEXAS 78643-0074  
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(Page 2 of 2)

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Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone 4203. Distances are Grid. CSF=0.9999211178.

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*John A. Ables*  
John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

21030401  
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LLANO SURVEYING & MAPPING

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

## Exhibit “B”

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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Platinum 973, LLC, a \_\_\_\_\_ (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

#### RECITALS

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

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

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

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

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

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

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

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

The following services and schedule represent the provision of services agreed to between the

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[signature pages follow]*

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

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

**LANDOWNER(S):**

\_\_\_\_\_

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

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

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

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

**Subject Property Description**



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution accepting the petition for the annexation of 134.529 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

### BACKGROUND/SUMMARY:

This tract is at the SW corner of N. FM 973 and Gregg Lane; across 973 from Stonewater. An approximately 400 single family home subdivision with commercial along 973 is proposed. It is the Enfield – Monarch Ranch Development. The property is under a non-annexation development agreement from 2017 which requires the property to annex into the city limits when any change in land use is filed. They are currently going through the rezoning process and have had the Preliminary PUD Site Plan approved and have filed their Final PUD Site Plan.

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

- Annexation Petition
- Resolution No. 2021-29
- Exhibit A – Property Description
- Exhibit B – Post Annexation Provision of Services Agreement

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve Resolution No. 2021-29 accepting the petition for the annexation of 134.529 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

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

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:

Property Description

**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 19 day of October, 2021, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioners: Property Owner(s)

  
 Name: JOHN THURMAN PAYNE, Sr.  
 Title: \_\_\_\_\_  
 Company (if applicable) \_\_\_\_\_

STATE OF TEXAS

§

COUNTY OF Fayette

§

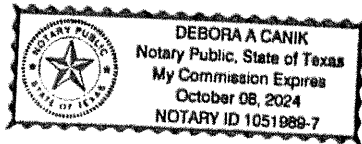
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John Thurman Payne Sr. (name), \_\_\_\_\_ (title), \_\_\_\_\_ (company) 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 17 day of September, 2021.

(SEAL)





Notary Public-State of Texas

  
 Name: MARTIN B. PAYNE  
 Title: \_\_\_\_\_  
 Company (if applicable) \_\_\_\_\_

STATE OF TEXAS

§  
§  
§

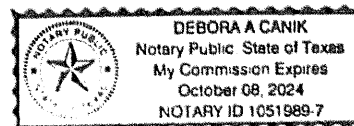
COUNTY OF Fayette

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Martin B. Payne (name), \_\_\_\_\_ (title), \_\_\_\_\_ (company) 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 9<sup>th</sup> day of September 9, 2021.

(SEAL)

Debra A. Canik  
 Notary Public-State of Texas



Mary T. Reeves  
 Name: Mary T. Reeves  
 Title: Member  
 Company (if applicable) Enfield Partners, LLC

STATE OF TEXAS

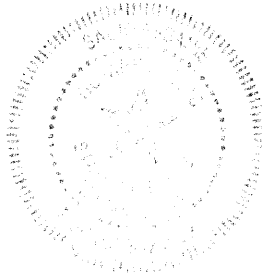
§  
§  
§COUNTY OF Dallas


BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mary T. Reeves (name), member (title), Enfield Partners, LLC (company) 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 7 day of September, 2021

(SEAL)

[Signature]  
 Notary Public - State of Texas



  
 Name: GLENN THURMAN  
 Title: Member  
 Company (if applicable): Exfield Partners, LLC

STATE OF TEXAS

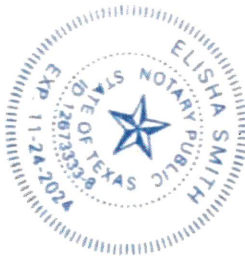
COUNTY OF McLENNAN


§  
§  
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared GLENN THURMAN (name), member (title), Exfield Partners, LLC (company) 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 17th day of September, 2021

(SEAL)



  
 Notary Public-State of Texas

*Russell J. Thurman*

Name: Russell T. Thurman  
 Title: Member/Manager  
 Company (if applicable): Enfield Partners, LLC

STATE OF TEXAS

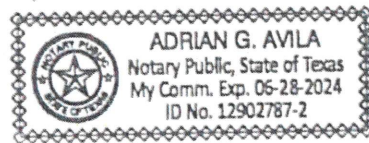
§  
§  
§

COUNTY OF Texas

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Russell T. THURMAN (name), member/manager (title), Enfield Partners, LLC (company) 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 17<sup>th</sup> day of Sept, 2021.

(SEAL)



*[Signature]*  
 Notary Public-State of Texas

Mace B. Thurman, III

Name: Mace B. Thurman III

Title: Member

Company (if applicable)

Enfield Partners, LLC

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

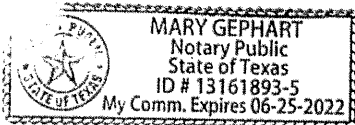
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mace B. Thurman III (name), Member (title), Enfield Partners LLC (company) 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 8<sup>th</sup> day of September, 2021

(SEAL)

Mary Gephart  
Notary Public-State of Texas



Brian White  
 Name: Brian White  
 Title: Managing Partner  
 Company (if applicable): Birdrew, LLC

STATE OF TEXAS

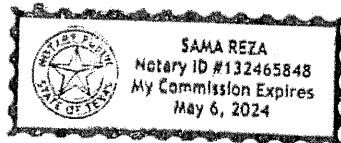
§  
§  
§COUNTY OF Travis

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Brian White (name), Managing Partner (title), Birdrew LLC (company) 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 09 day of September, 2021.

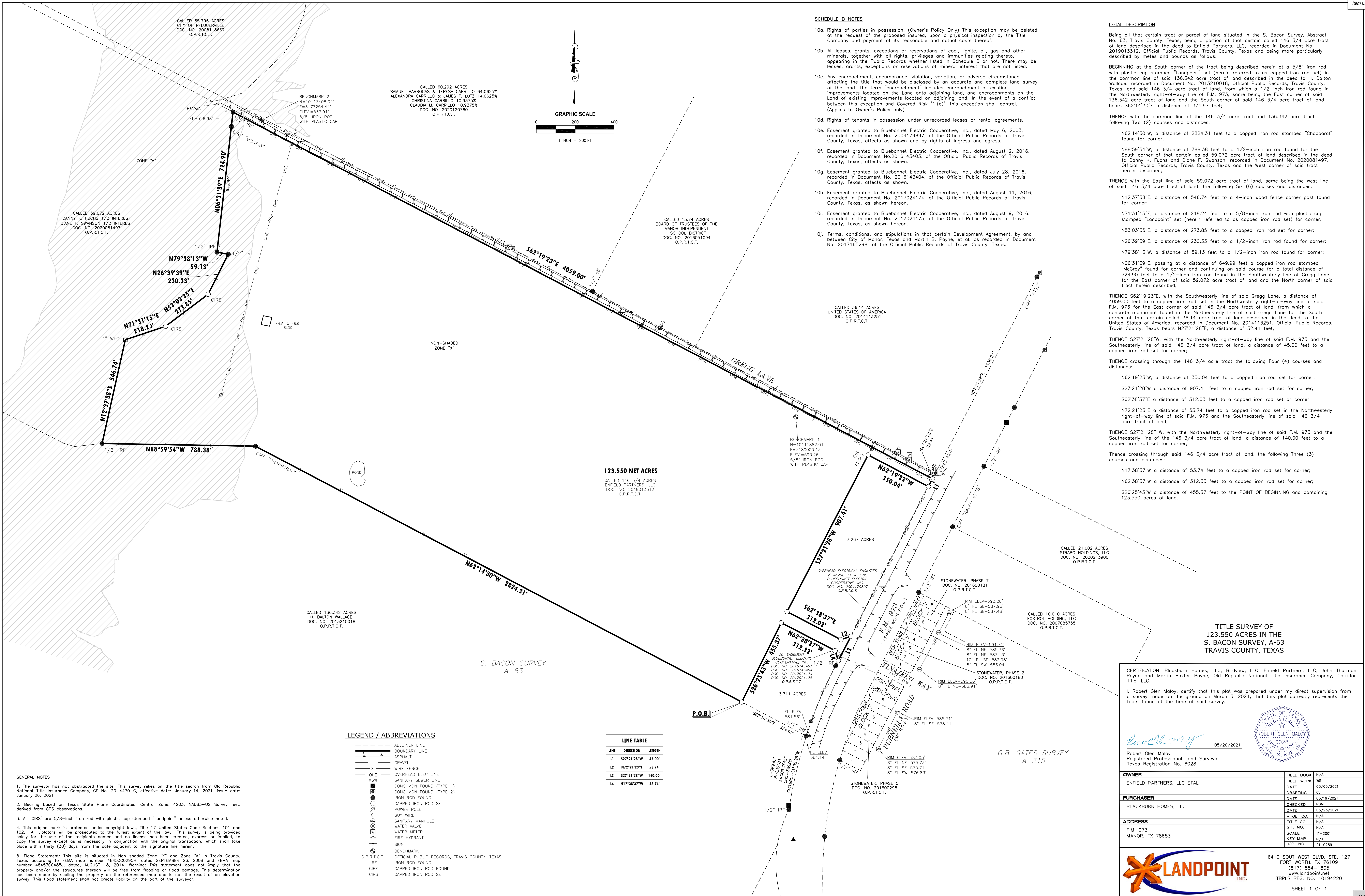
(SEAL)

[Signature]  
 Notary Public - State of Texas



# EXHIBIT "A"

Survey and Legal Lot Description



**RESOLUTION NO. 2021-29****A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 134.529 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS**

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

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

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

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

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

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

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

Being a 134.529, more or less, acre tract of land situated in the S. Bacon Survey, Abstract Number 63, in Travis County, Texas, out of that certain called 146.75 acre tract of land described in deed of record in Document No. 2019013312, Travis County Official Public Records, said 134.529 acres being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of January 5, 2022. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit "A" shall control.

**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED** this the 1<sup>st</sup> day of December 2021.

**CITY OF MANOR, TEXAS:**

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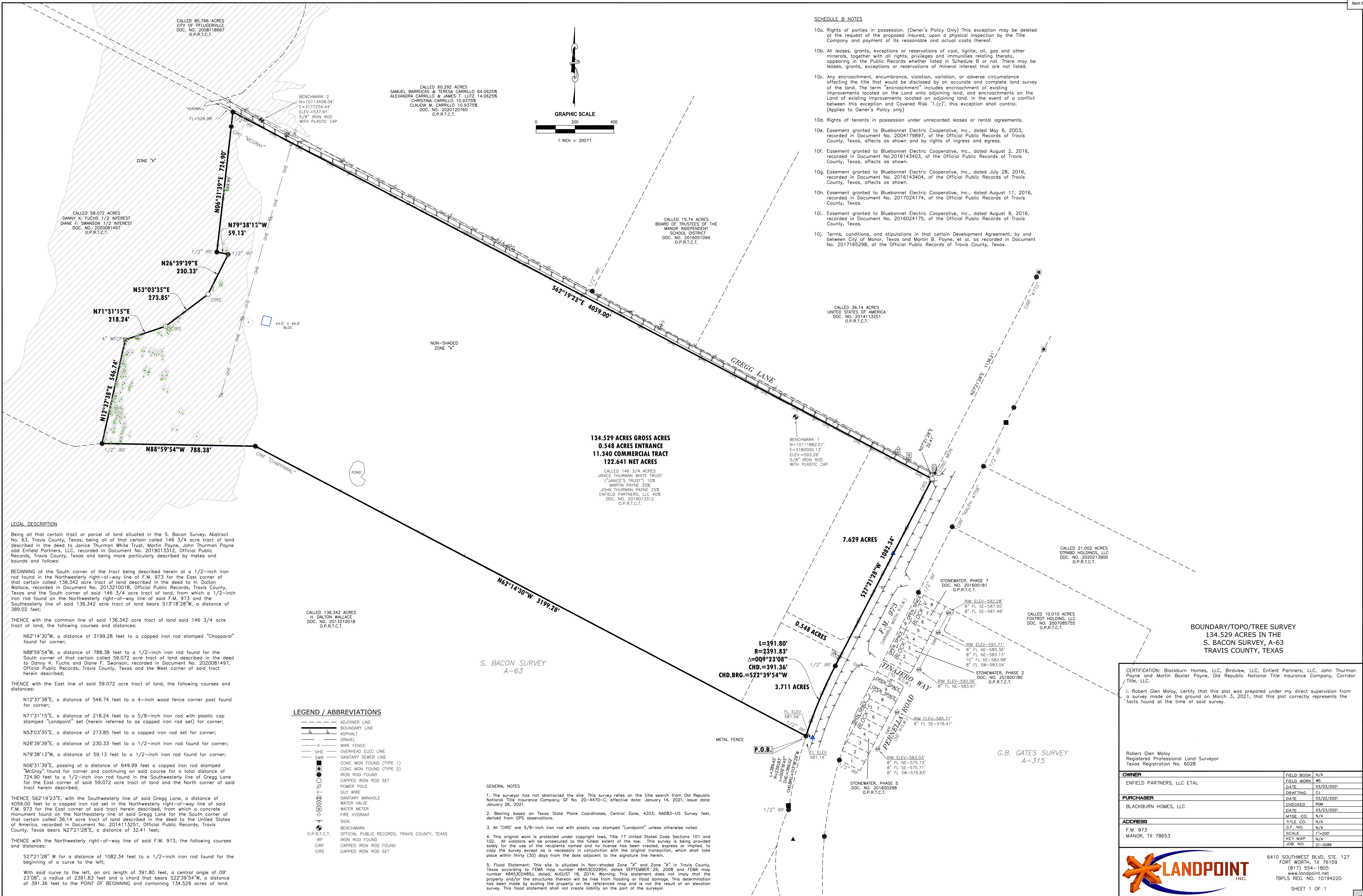
Dr. Christopher Harvey  
Mayor

**ATTEST:**

---

Lluvia T. Almaraz  
City Secretary

**Exhibit “A”  
Subject Property Description  
+/- 134.529 Acres**



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

## Exhibit “B”

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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Platinum 973, LLC, a \_\_\_\_\_ (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

#### RECITALS

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

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

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

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

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

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

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

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

The following services and schedule represent the provision of services agreed to between the

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[signature pages follow]*

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

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

**LANDOWNER(S):**

\_\_\_\_\_

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

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

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

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

**Subject Property Description**



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work No. 10 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the FY2021 Bond-funded Water and Wastewater Capital Improvement Projects.

### BACKGROUND/SUMMARY:

Prepare drawings, specifications and contract documents for FY2021 bond-funded Water and Wastewater Capital Improvements Projects, including: two wastewater lift station expansions and improvements, 3,220 LF of gravity wastewater line improvements, waterline improvements, and water ground storage and associated pump station improvements. Design surveys, construction observation, inspection and testing are included herein. Boundary or easement survey work for land acquisition are not included herein.

**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** *The project will be bond-funded.*  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- Statement of Work

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the Statement of Work #10 to the existing Master Services Agreement with George Butler Associates, Inc. for the FY2021 Bond-Funded Water and Wastewater Capital Improvement Projects.

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

**EXHIBIT A**

**Statement of Work (SOW) No. 10**

**TO MASTER SERVICES AGREEMENT**

Statement of Work No. 10 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

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

**ASSIGNMENT:** FY 2021 FUNDED WATER AND WASTEWATER CAPITAL IMPROVEMENT PROJECTS

**SCOPE OF SERVICES:**

Scope as defined: Prepare drawings, specifications and contract documents for FY2021 funded Water and Wastewater Capital Improvements Projects, including: two wastewater lift station expansions and improvements, 3,220 LF of gravity wastewater line improvements, waterline improvements, and water ground storage and associated pump station improvements. Design surveys, construction observation, inspection and testing are included herein. Boundary or easement survey work for land acquisition are not included herein.

**COMPENSATION:**

- ☐ Lump Sum Fee of \_\_\_\_\_
- ☒ 12.1\* (%) Preset Percent of Construction Cost
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)


**\*Fee breakdown:**

Engineering:	9.6%
Surveying:	1.5%
Testing and Inspection:	1.0%
<b>Total Fee</b>	<b>12.1%</b>

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

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

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

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

Date: 11/19/2021



## CITY OF MANOR WATER CIP PROJECTS RANKED

Client: City of Manor

Job No.: 14667

Project: CIP PROJECTS - WATER OPTION A

Date Prepared: 09/07/21

RANK	PROJECT #	CIP PROJECT NAME	PROJECTED YEAR NEEDED	ESTIMATED TOTAL CONSTRUCTION COSTS *
1	W-15	FM 973 12" WATERLINE	2021/2022	\$ 525,320.00
2	W-31	FM 973 WATERLINE (Oversizing from 12" to 16")	2021/2022	\$ 230,000.00
3	W-14	GREGG MANOR WATER STORAGE SUPPLY - GROUND STORAGE TANK AND PUMPS	2021/2022	\$ 3,126,620.00
4	W-16	US 290 12" WATERLINE	2021/2022	\$ 380,765.00
TOTAL \$				4,262,705.00

\* Project cost includes construction, design soft costs and contingencies.



## CITY OF MANOR WASTEWATER MASTER CIP PROJECTS RANKED

Client: City of Manor

Job No.: 14667

Project: CIP PROJECTS - WASTEWATER OPTION B

Date Prepared: 9/7/2021

RANK	PROJECT #	CIP PROJECT NAME	PROJECTED YEAR NEEDED	ESTIMATED TOTAL CONSTRUCTION COSTS
1	S-19	FM 973 Gravity Wastewater Line (Oversizing from 8" to 12" and 12" to 15")	2021/2022	\$ 417,910.00
2	CIP-2	Bell Farms Lift Station Expansion	2021/2022	\$ 799,250.00
3	CIP-3	Presidential Glen Lift Station Expansion	2021/2022	\$ 799,250.00
TOTAL				\$ 2,016,410.00

\* Project cost includes construction, design soft costs and contingencies.



## SUMMARY OF BOND COSTS - COMBINED OPTIONS

Client: City of Manor

Job No.: 14667

Project: CIP BOND PROJECTS -  
WATER AND WASTEWATER

Date Prepared: 9/7/2021

WATER OPTION	WASTEWATER OPTION	WATER OPTION COST	WASTEWATER OPTION COST	TOTAL BOND COSTS
A	A	\$4,262,705.00	\$1,217,160.00	\$5,479,865.00
A	B	\$4,262,705.00	\$2,016,410.00	\$6,279,115.00
A	C	\$4,262,705.00	\$9,349,410.00	\$13,612,115.00
B	A	\$5,307,710.00	\$1,217,160.00	\$6,524,870.00
B	B	\$5,307,710.00	\$2,016,410.00	\$7,324,120.00
B	C	\$5,307,710.00	\$9,349,410.00	\$14,657,120.00

Legend

LS

Lift Station

Storage Tank

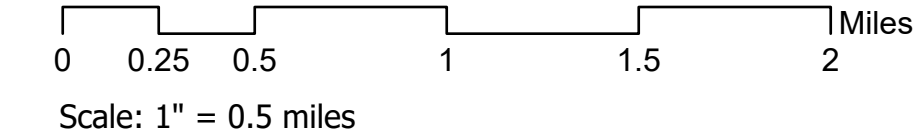
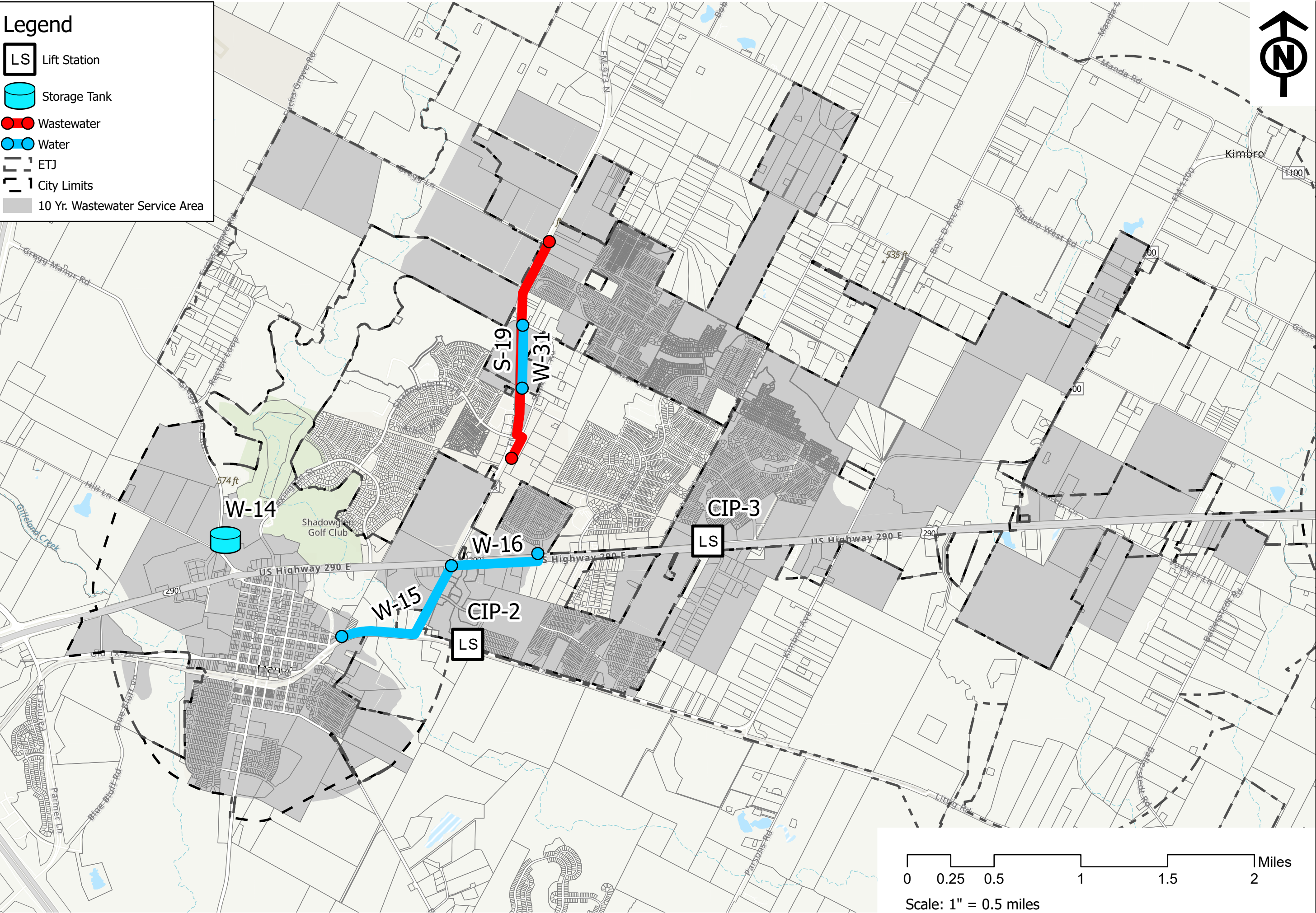
Wastewater

Water

ETJ

City Limits

10 Yr. Wastewater Service Area



EXHIBIT

5

Item 7.

CITY OF MANOR

PROPOSED BOND OPTION #3

WATER OPTION A, WASTEWATER OPTION B

PROJECT NUMBER

14966.00

DATE

9/12/2021

Jaeco

JAY ENGINEERING, A DIVISION OF CBA

146



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work No. 11 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the FY2021 Capital Metro BCT Paving Improvements Project.

### BACKGROUND/SUMMARY:

Prepare drawings, specifications and contract documents for FY2021 Capital Metro BCT Paving Improvements Project. Design surveys and construction observation are included herein. Boundary or easement survey work for land acquisition, geotechnical investigations, and design of access or drainage improvements are not included herein.

**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** Yes – funded with Cap Metro funds and City Street budget funds  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- Statement of Work

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the Statement of Work #11 to the existing Master Services Agreement with George Butler Associates, Inc. for the FY2021 Capital Metro BCT Paving Improvements Project.

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

**EXHIBIT A**

**Statement of Work (SOW) No. 11**

**TO MASTER SERVICES AGREEMENT**

Statement of Work No. 11 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

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

**ASSIGNMENT:** FY2021 Capital Metro BCT Paving Improvements Project: Street Reconstruction and Resurfacing Including: Excavation, Subgrade Preparation, Flex Base and Hot Mix Asphalt Concrete in Selected Areas:

1. North Caldwell Street from US Hwy 290 to West Townes Street
2. North Bastrop Street from US Hwy 290 to West Murray Avenue
3. South San Marcos Street from East Burton Street to railroad tracks (100, 200 blocks)
4. East Lane Avenue from Lexington St. to N LaGrange Street (2 blocks)
5. East Rector Street from Burnet St. to N LaGrange Street (1 block)
6. East Townes Street from Brunet St. to N LaGrange Street (1 block)
7. East Browning Street from Lexington St. to N LaGrange Street (2 blocks)
8. West Parsons Street from City Limits (by Lions Club) to Lexington

**SCOPE OF SERVICES:**

Scope as defined: Prepare drawings, specifications and contract documents for FY2021 Capital Metro BCT Paving Improvements Project. Design surveys and construction observation are included herein. Boundary or easement survey work for land acquisition, geotechnical investigations, and design of access or drainage improvements are not included herein.

**COMPENSATION:**

- ☒ Lump Sum Fee of \$45,000
- ☐ \_\_\_\_\_ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

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

By: Frank T. Phelon

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

Date: 11/19/2021



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work No. 12 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the Cottonwood Creek West Tributary Sanitary Sewer Extension Project, S-35.

### BACKGROUND/SUMMARY:

Professional Engineering Services to provide preliminary engineering, final design, permitting, bidding and construction phase services for the sanitary sewer gravity main extension to extend wastewater service north to the City limits for future growth (Wastewater CIP S-35). These improvements include the design of approximately 8,130 linear feet (LF) of 12-inch diameter gravity sewer main and 18 manholes.

**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** The project is being funded through a development agreement  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- Statement of Work

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the Statement of Work #12 to the existing Master Services Agreement with George Butler Associates, Inc. for the Cottonwood Creek West Tributary Sanitary Sewer Extension, project Wastewater CIP S-35.

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

## EXHIBIT A

### Statement of Work (SOW) No. 12

#### TO MASTER SERVICES AGREEMENT

Statement of Work No. 12 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

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

**ASSIGNMENT:** Professional Engineering Services to provide preliminary engineering, final design, permitting, bidding and construction phase services for the sanitary sewer gravity main extension to extend wastewater service north to the City limits for future growth (CIP S-35). These improvements include the design of approximately 8,130 linear feet (LF) of 12-inch diameter gravity sewer main and 18 manholes.

#### SCOPE OF SERVICES:

##### **TASK 1: PROJECT MANAGEMENT**

Coordinate project goals and align CITY and ENGINEER expectations and purposes. Subtasks will include:

SUBTASK 1: Kickoff Meeting

SUBTASK 2: Schedule Maintenance

SUBTASK 3: Progress Meetings

SUBTASK 4: Invoices and Progress Reports

SUBTASK 5: Principal Oversight

##### **TASK 2: PRELIMINARY ENGINEERING**

SUBTASK 1: Collect all maps, drawings, and specifications available on the relevant portions of the project.

SUBTASK 2: Define the project criteria in accordance with funding commitments and limits.

SUBTASK 3: Review field investigations, surveying and mapping analysis to refine the quantitative limits of the project.

SUBTASK 4: Identify alternative designs, methodologies, equipment and configurations for the proposed project.

SUBTASK 5: Complete preliminary design calculations and drawing for the construction of the facilities.

SUBTASK 6: Submit preliminary design to Owner for review and approval.

SUBTASK 7: Prepare preliminary opinion of probable cost for the anticipated quantities involved for identified alternatives.

**TASK 3: CONSTRUCTION DOCUMENT PHASE**

SUBTASK 1: Review field investigation, survey and other data for performance of detailed designs, as required.

SUBTASK 2: Prepare drawings for construction of the project.

SUBTASK 3: Prepare technical specifications for construction of the project.

SUBTASK 4: Prepare contract documents for construction of the project.

SUBTASK 5: Prepare Texas Commission on Environmental Quality (TCEQ) permitting submittal for construction of the project.

**TASK 4: PERMITTING PHASE**

SUBTASK 1: Prepare and submit application for TCEQ.

SUBTASK 2: Respond to reviewing entity comments.

SUBTASK 3: Finalize plans and documents accordingly with any necessary changes from regulating entities.

**TASK 5: BIDDING PHASE**

SUBTASK 1: Provide bidding documents to CITY and assist with bidding.

SUBTASK 2: Issue bid documents to potential bidders.

SUBTASK 3: Answer potential bidder inquiries and issue addenda as necessary.

SUBTASK 4: Conduct pre-bid conference.

SUBTASK 5: Submit opinion of probable construction costs (OPCC) and attend bid opening.

SUBTASKS 6: Reviewing bids, develop bid tabulation, perform contractor qualifications verification and provide recommendation of award.

SUBTASK 7: Submit to CITY for review and approval to award.

SUBTASK 8: Provide contracts and execution of award.

**TASK 6: CONSTRUCTION PHASE**

SUBTASK 1: Review required bonding and insurance requirements and prepare notice to proceed.

SUBTASK 2: Conduct pre-construction conference and review contract requirements.

SUBTASK 3: Perform submittal review and approval in accordance with construction documents.

SUBTASK 4: Conduct periodic observations of construction progress and prepare record copies of inspections.

SUBTASK 5: Review field testing reports.

SUBTASK 6: Issue construction-related decisions to contractor on proceeding with alternative or unit price work items.

SUBTASK 7: Review contractor's pay requests for accurate progress representation and make recommendations to Owner for payment.

SUBTASK 8: Conduct a final inspection of all completed work and quantities, and issue recommendations for final payment.

SUBTASK 9: Issue a certificate of substantial construction compliance and closeout documents.

SUBTASK 10: Prepare record construction drawings to reflect any adjustments.

**ADDITIONAL SERVICES:**

Services specifically excluded under this Agreement include:

1. Easement acquisition services.
2. Re-designs after first approval or due to changes in regulatory criteria or Owner options.
3. Topographic or boundary surveys or survey corrections, easement surveys and field notes/descriptions.
4. Design or survey services for other improvements, conveyances, or utilities other than listed.
5. Permitting not specifically listed, payment of review fees, filing fees, permit fees, advertising fees, service commitment charges, aid to construction or other similar charges.
6. Inspection or testing services.
7. SWPPP or TPDES permits.
8. Permitting Support.
9. Construction phase services not specifically listed.
10. Any designs or reports not specifically listed.
11. Additional meetings and site visits not specifically listed.
12. Any other service not specifically listed.

**COMPENSATION:**


TASK 1. FEE:	\$9,300
TASK 2. FEE:	\$52,400
TASK 3. FEE:	\$69,000
TASK 4. FEE:	\$12,600
TASK 5. FEE:	\$11,700
TASK 6. FEE:	\$35,200

**TOTAL:** \$190,200

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

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

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

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

Date: 11/19/2021

# Legend

- LS Lift Station
- Wastewater Treatment Plant
- Force Main
- Gravity Main
- 10 Yr. Wastewater Service Area
- ETJ
- City Limits
- Sewer Main
- Creeks

DRAFT



Item 9.  
1

CITY OF MANOR  
10 YEAR WASTEWATER  
CAPITAL IMPROVEMENTS PLAN  
2021 UPDATE

PROJECT NUMBER  
14966.00  
DATE  
9/9/2021

**Jaeco**  
JAY ENGINEERING, A DIVISION OF CBA

