



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

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## City Council Regular Meeting

Wednesday, July 05, 2023 at 7:00 PM

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

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### AGENDA

This meeting will be live-streamed on Manor's YouTube Channel  
You can access the meeting at <https://www.youtube.com/@cityofmanorsocial/streams>

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

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

#### PUBLIC COMMENTS

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

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

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

#### EXECUTIVE SESSION

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

- Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID;*
- Section 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the NewHaven Development;*

- Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Blue Bluff Development;

- Section 551.071 and Section 551.087, Texas Government Code to deliberate on the acquisition of real property;

- Section 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Manor Commons Development; and

- Section 551.074 (Personnel Matters) to review and discuss a study regarding employee compensation.

## 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.

## PUBLIC HEARINGS

**1. Conduct a public hearing regarding on amending the Community Impact Fees for Water and Wastewater.**

*Submitted by: Pauline Gray, P.E., City Engineer*

**2. Conduct a public hearing on the dissolution of the EntradaGlen Public Improvement District (PID) within the municipal boundaries of the City of Manor, Texas in accordance with the provisions of Chapter 372 of the Texas Local Government Code.**

*Submitted by: Scott Dunlop, Development Services Director*

**3. Conduct a public hearing on the creation of the Newhaven Public Improvement District (PID) within the municipal boundaries of the City of Manor, Texas in accordance with the provisions of Chapter 372 of the Texas Local Government Code.**

*Submitted by: Scott Dunlop, Development Services Director*

## CONSENT AGENDA

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

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

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

- **June 21, 2023, City Council Workshop Session; and**
- **June 21, 2023, City Council Regular Meeting**



- 5. Consideration, discussion, and possible action on the Purchase Agreement with Valentin Lopez Dominquez for a wastewater easement with a temporary construction easement.**  
*Submitted by: Scott Moore, City Manager*
- 6. Consideration, discussion, and possible action on an Interlocal Cooperation Agreement for Public Health Services between the City of Austin and the City of Manor.**  
*Submitted by: Scott Moore, City Manager*

## REGULAR AGENDA

- 7. Consideration, discussion, and possible action on an Ordinance amending Ordinance No. 402; Amending Chapter 10, Subdivision Regulation, Article 10.03, Impact Fees, Code of Ordinances of Manor; Adopting a Capital Improvements Plan; Establishing a Community Impact Fee Based Upon Living Unit Equivalents.**  
*Submitted by: Pauline Gray, P.E., City Engineer*
- 8. Consideration, discussion, and possible action on a Resolution of the City Council of the City of Manor, Texas authorizing and dissolving the EntradaGlen Public Improvement District (PID) within the City of Manor, Texas in accordance with the provisions of Chapter 372 of the Texas Local Government Code; resolving other matters incident and related thereto; and providing an effective date.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 9. Consideration, discussion, and possible action on the First Amendment to Development Agreement (Newhaven).**  
*Submitted by: Scott Dunlop, Development Services Director*
- 10. Consideration, discussion, and possible action on a Resolution of the City Council of the City of Manor, Texas, authorizing and creating the Newhaven Public Improvement District (PID) within the City of Manor, Texas in accordance with Chapter 372 Texas Local Government Code; resolving other matters incident and related thereto; and providing an effective date.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 11. Consideration, discussion, and possible action on an Agreement Regarding the Dissolution of the Newhaven Public Improvement District.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 12. Consideration, discussion, and possible action on Letter of Intent for Underwriting Services for Special Assessment Bonds and G-17 (Newhaven Public Improvement District).**  
*Submitted by: Scott Dunlop, Development Services Director*
- 13. Consideration, discussion, and possible action on the Manor Commons Phase 3 Development Agreement.**  
*Submitted by: Scott Jones, Economic Development Director*

- 14. Consideration, discussion, and possible action on the Chapter 380 Grant Agreement for Manor Commons Phase 3.**  
*Submitted by: Scott Jones, Economic Development Director*
- 15. Consideration, discussion, and possible action on a Fourth Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement.**  
*Submitted by: Scott Jones, Economic Development Director*
- 16. Consideration, discussion, and possible action on a variance from Manor Code of Ordinances, Chapter 15, Article 15.04, Section 15.04.016(b)(4) Prohibited Signs and Section 15.04.019(a) Off-Site Signs to permit an off-site sign for Landmark at Manor Property Holdings and located at 13119 US Hwy 290, Manor, TX.**  
*Applicant: Landmark Companies*  
*Owner: Landmark Companies*  
*Submitted by: Scott Dunlop, Development Services Director*
- 17. Consideration, discussion, and possible action on First Amendment to Temporary Wholesale Wastewater Service Interlocal Agreement with the Wilbarger Creek Municipal Utility District No. 2.**  
*Submitted by: Matthew Woodard, Public Works Director*
- 18. Consideration, discussion, and possible action on emergency replacement and restoration of the old Galvanized Storage Tanks.**  
*Submitted by: Matthew Woodard, Public Works Director*
- 19. Consideration, discussion, and possible adoption of a Resolution to adopt a uniform compensation system for all City of Manor employees; repealing conflicting policies; providing a savings clause.**  
*Submitted by: Tracey Vasquez, HR Director*

## ADJOURNMENT

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

### **CONFLICT OF INTEREST**

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

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

### **POSTING CERTIFICATION**

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, June 30, 2023, 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 10 days prior to this meeting. Please contact the City Secretary at 512.215.8285 or e-mail [lalmaraz@manortx.gov](mailto:lalmaraz@manortx.gov)



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Pauline Gray, P.E., City Engineer  
**DEPARTMENT:** Engineer

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**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing regarding amending the Community Impact Fees for Water and Wastewater.

**BACKGROUND/SUMMARY:**

The 2022-2023 Community Impact Fee Advisory Committee (AC) has met several times since September 2022 in order to discuss future population projections for Manor, to define Land Use Assumptions for areas located within the City Limits and City ETJ that will be served by City water and wastewater. The committee generated a list of capital improvement projects that are needed in order to provide water and wastewater services for future growth. The committee met and reviewed the calculations for the City's impact fees for water and wastewater. The next step in the process is to conduct a public hearing on the proposed Community Impact Fee Update.

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

- 2022 Community Impact Fee Updated Engineering Report
- 2023 CIF Advisory Update, Summary and Recommendation

**STAFF RECOMMENDATION:**

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

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

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**GBA**

**FINAL  
ENGINEERING  
REPORT  
CITY OF MANOR 2022  
COMMUNITY IMPACT  
FEE UPDATE**

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MANOR, TEXAS  
GBA NO. 15312.00  
JULY 2023



CITY OF  
**MANOR**

EST.  1872  
TEXAS

**CITY OF MANOR**

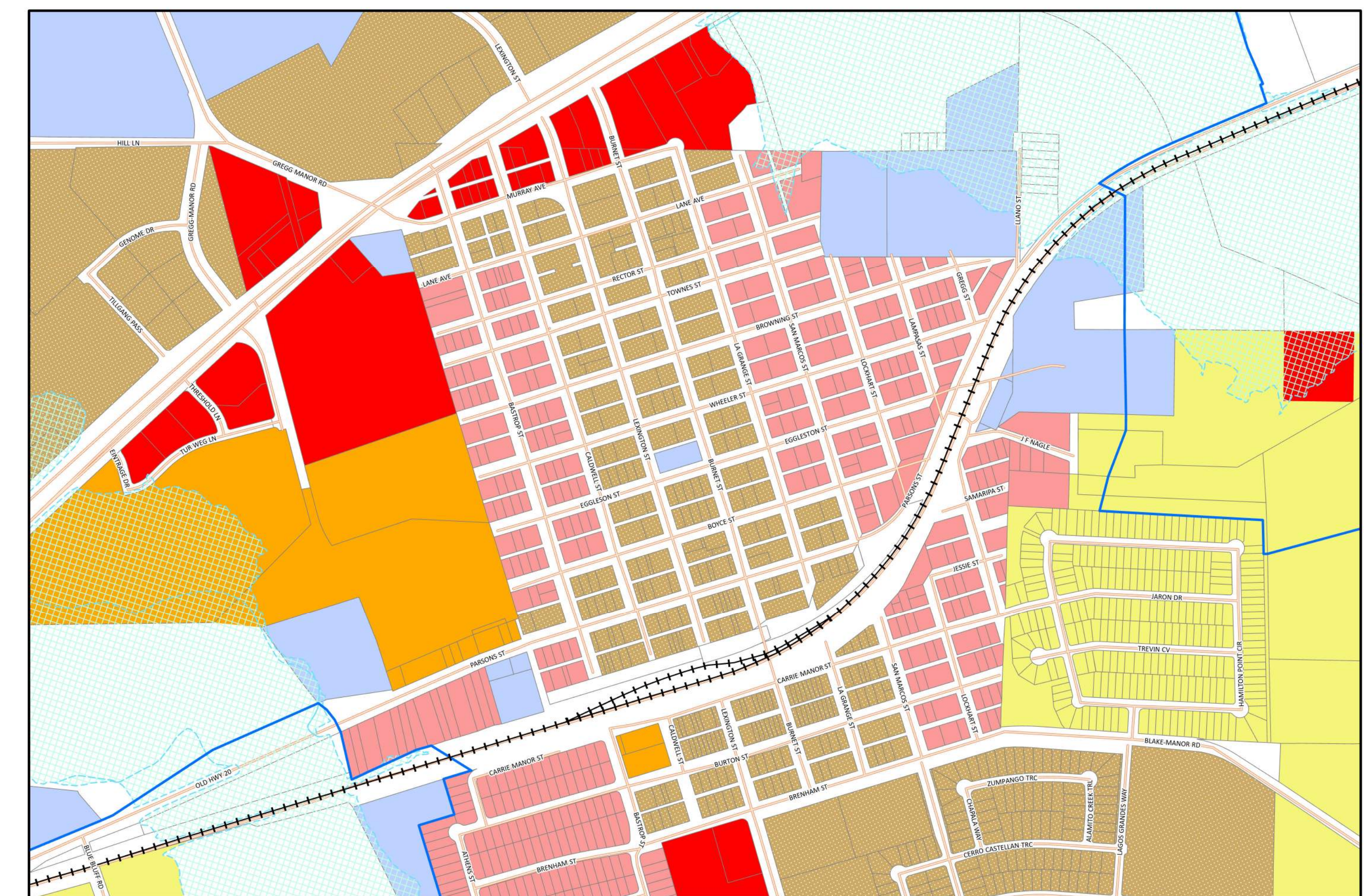
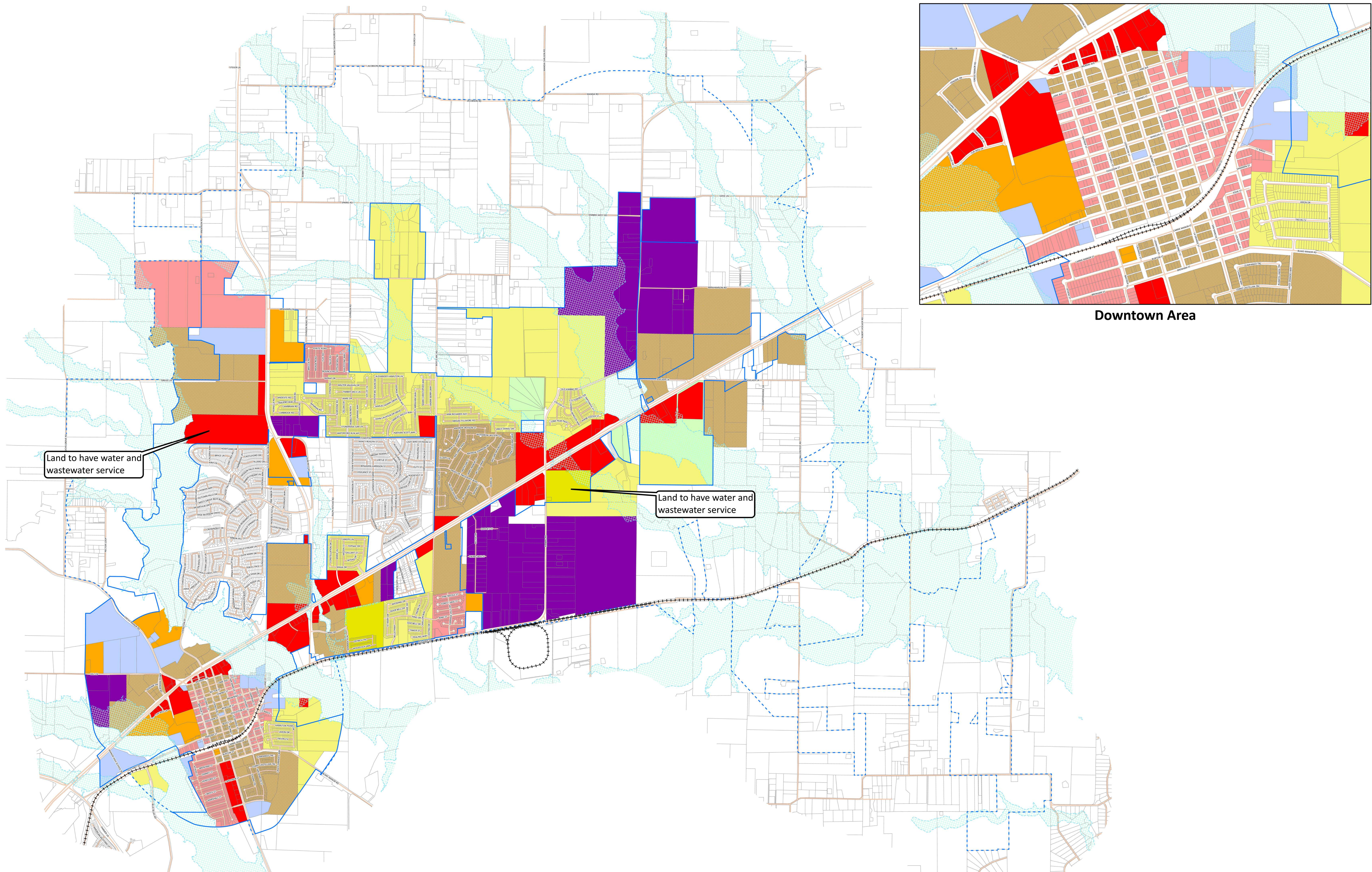
**2022 COMMUNITY IMPACT FEE UPDATE**

**EXHIBITS**

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14. WATER AND WASTEWATER IMPACT FEE COMPARISON CHART





Downtown Area

Land to have water and wastewater service

Land to have water and wastewater service

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

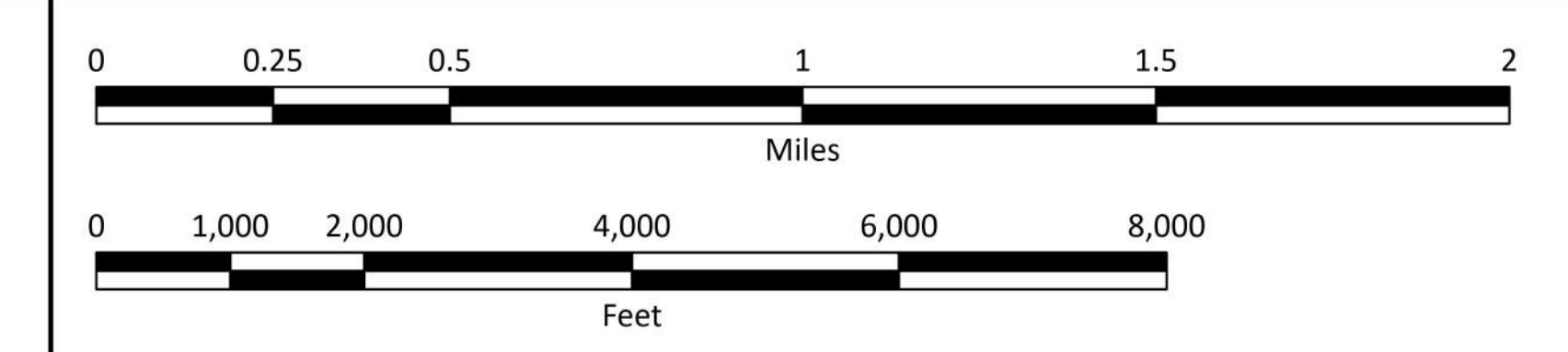
Map Created By:  
**GBA**

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

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















# Land Use Assumption Map

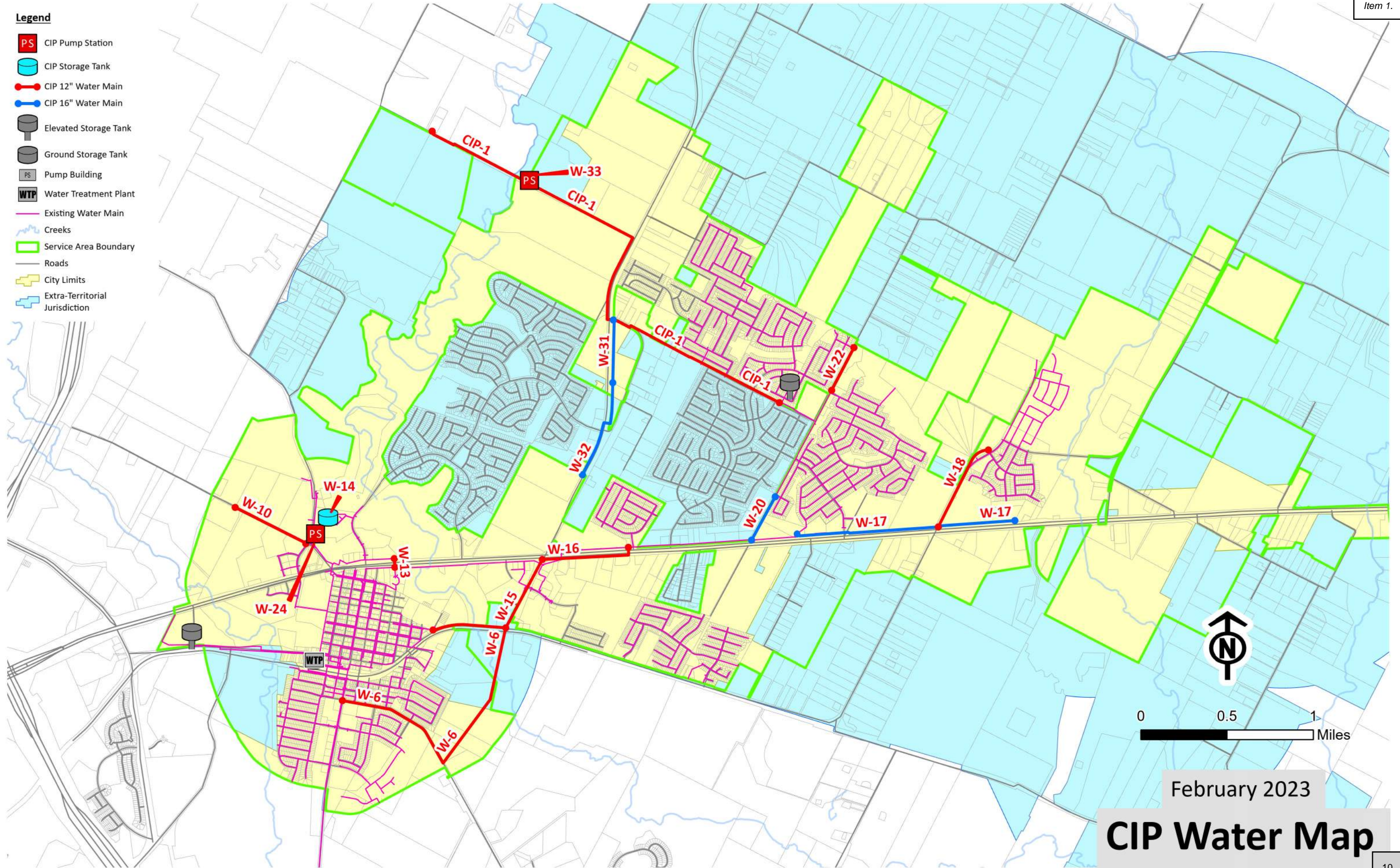
Map Updated: February 03, 2023





**Legend**

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



February 2023

# CIP Water Map



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

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

Project No.	Year	Description	Size	Unit	Length (ft)	Construction Cost (2023 Dollars)	Annual Interest	Period (yr)	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5% over 20 Years)	Total Project Costs	Detailed Description
W-6	2026	Blake Manor Road Water Line	12	inch	3,200	\$ 400,000.00	0.050	20	\$ 580,000.00	\$ 87,000.00	\$ 120,100.00	\$ 476,078.81	\$ 1,263,000.00	Transmission main from downtown along Blake Manor Road to future FM 973. Includes replacing 400 LF of 6" pipe in Downtown Plant
W-10	2022	Hill Lane Water Line	12	inch	3,450	\$ 462,893.00	0.050	20	\$ 578,616.25	\$ 86,800.00	\$ 93,200.00	\$ 458,850.36	\$ 1,217,000.00	Water Distribution main along Hill Lane to serve new growth
W-13	2025	US 290 Crossing at Golf Course	12	inch	250	\$ 200,000.00	0.050	20	\$ 280,000.00	\$ 42,000.00	\$ 54,700.00	\$ 227,847.65	\$ 605,000.00	Connect 12" water lines on north and south sides of US 290
W-14	2023	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,250,000.00	\$ 487,500.00	\$ 560,600.00	\$ 2,599,713.28	\$ 6,898,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump station for wholesale water supply connection
W-15	2022	FM 973 Water Line	12	inch	4000	\$ 336,000.00	0.050	20	\$ 420,000.00	\$ 63,000.00	\$ 67,600.00	\$ 333,031.37	\$ 884,000.00	Transmission main from US 290 to serve new growth on the east and west sides of FM 973
W-16	2023	US 290 Water Line	12	inch	2900	\$ 500,000.00	0.050	20	\$ 650,000.00	\$ 97,500.00	\$ 112,100.00	\$ 519,930.56	\$ 1,380,000.00	Parallel 12" waterline to increase US 290 capacity
W-17	2021	US 290 Water Line	16	inch	4400	\$ 677,626.12	0.050	20	\$ 813,151.34	\$ 122,000.00	\$ 121,600.00	\$ 639,177.89	\$ 1,696,000.00	Extend transmission main from Presidential Glen to Old Kimbro Road
W-18	2021	Old Kimbro Road Water Line	12	inch	3000	\$ 474,000.00	0.050	20	\$ 568,800.00	\$ 85,300.00	\$ 85,000.00	\$ 447,045.92	\$ 1,186,000.00	Transmission main to serve new growth north of US 290
W-20	2025	Bois D'Arc Lane Water Line	16	inch	2700	\$ 500,000.00	0.050	20	\$ 700,000.00	\$ 105,000.00	\$ 136,900.00	\$ 569,709.86	\$ 1,512,000.00	Transmission main to improve delivery of water from East EST
W-22	2025	Bois D'Arc Lane Water Line	12	inch	2500	\$ 400,000.00	0.050	20	\$ 560,000.00	\$ 84,000.00	\$ 109,500.00	\$ 455,755.79	\$ 1,209,000.00	Transmission main to serve new growth north of Tower Rd
W-24	2025	Gregg Manor Road Pump Improvements	1200	gpm		\$ 400,000.00	0.050	20	\$ 560,000.00	\$ 84,000.00	\$ 109,500.00	\$ 455,755.79	\$ 1,209,000.00	Increase Pump Capacity (and contracted supply) at wholesale water connection
W-31	2022	FM 973 Water Line	16	inch	5200	\$ 582,400.00	0.050	20	\$ 728,000.00	\$ 109,200.00	\$ 117,200.00	\$ 577,270.50	\$ 1,532,000.00	Transmission main along FM 973 from Tower Road to boundary of school site.
W-32	2023	FM 973 Water Line	16	inch	3200	\$ 358,400.00	0.050	20	\$ 465,920.00	\$ 69,900.00	\$ 80,400.00	\$ 372,721.74	\$ 989,000.00	Transmission main along FM 973 to connect waterlines along FM 973.
W-33	2025	Gregg Lane Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,500,000.00	\$ 525,000.00	\$ 684,300.00	\$ 2,848,428.32	\$ 7,558,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump for future growth.
Water CIP-1	2021	Gregg Lane to Tower Road Waterline	12	inch	3400	\$ 1,595,346.40	0.050	20	\$ 1,914,415.68	\$ 287,200.00	\$ 286,200.00	\$ 1,504,759.65	\$ 3,993,000.00	Transmission main from Manville WSC Booster Station to East Elevated Storage Tank
Water CIP-2	2017	AMR Water Meters				\$ 300,000.00	0.05	20	\$ 300,000.00	\$ 45,000.00	\$ 31,100.00	\$ 227,484.74	\$ 604,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Water CIP-3	2018	AMR Water Meters				\$ 400,000.00	0.05	20	\$ 420,000.00	\$ 63,000.00	\$ 48,300.00	\$ 321,357.73	\$ 853,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
<b>Total</b>												<b>\$ 34,588,000.00</b>		

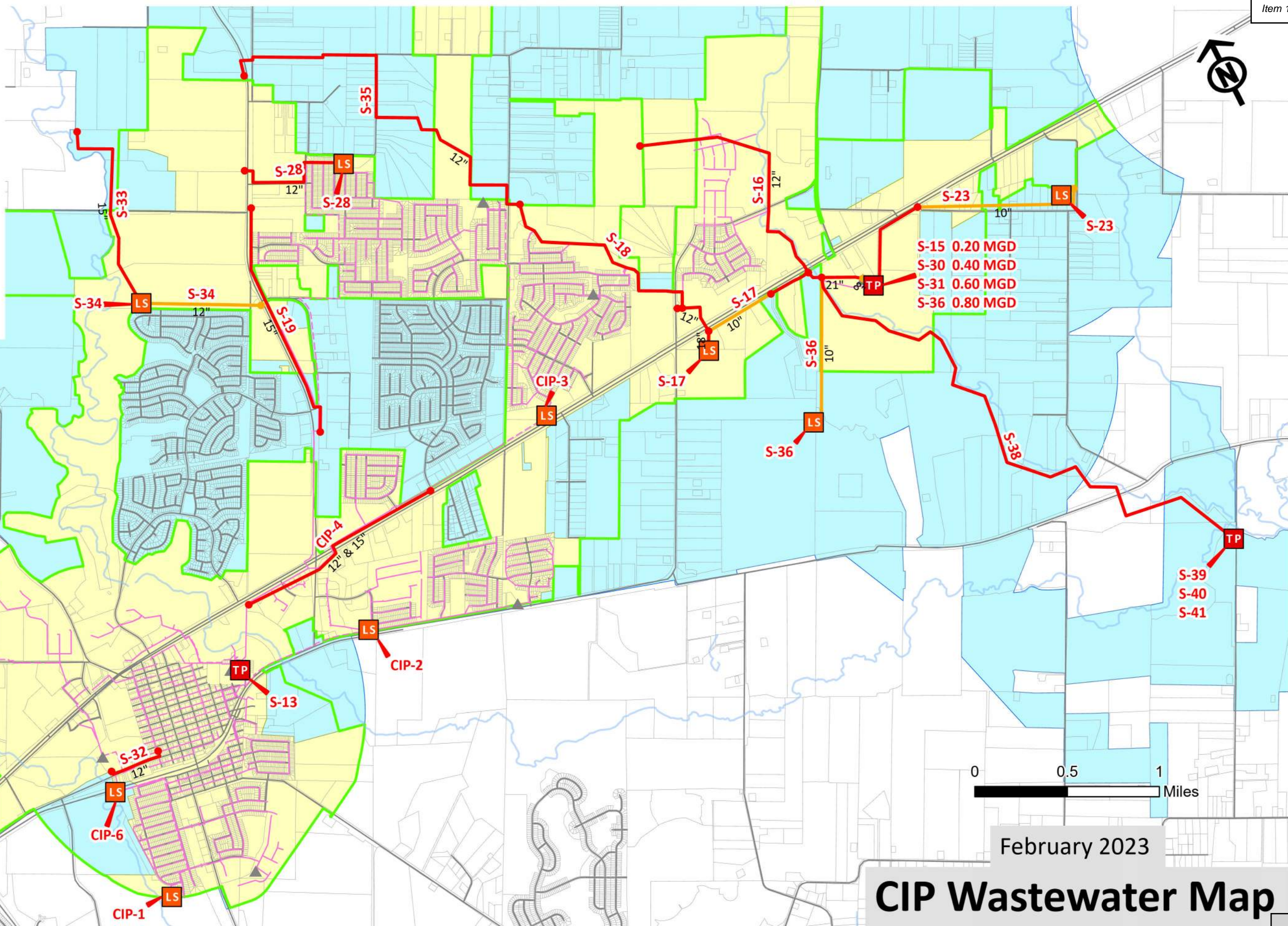
Notes:  
Water LUEs are defined as requiring 450 gallons of water per day per single family residence as determined in the the City of Manor Water Master Plan.





**Legend**

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



February 2023

# CIP Wastewater Map



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

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

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



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

**Total: \$ 217,061,000.00**

EXHIBIT B-1  
CITY OF MANOR  
PLANNING AND DESIGN CRITERIA  
FEBRUARY 2023

**Water Infrastructure**

Criterion	Value	Unit
People per LUE	3.2	
Average Day Water Demand	245	gpd/LUE
Maximum Day Water Demand	490	gpd/LUE
Peak Hour Water Demand	1.5	gpm/LUE
Total Water Storage	200	gal/LUE
Minimum Water Elevated Storage	100	gal/LUE
Minimum Water Pump Capacity	0.6	gpm/LUE
Minimum Water System Pressure (Normal Conditions)	35	psi
Minimum Water System Pressure (Fire Flow Conditions)	20	psi
Maximum Water Line Velocity (Peak Hour/Fire Flow Conditions)	5	fps

**Wastewater Infrastructure**

Criterion	Value	Unit
People per LUE	3.2	
Average Wastewater Flow	200	gpd/LUE
Peak Wastewater Flow	800	gpd/LUE
Minimum Wastewater Line Velocity	2	fps
Maximum Wastewater Line Velocity	8	fps

Notes:

Water demands and wastewater flows from the City of Manor Adopted Water and Wastewater Master Plans.

System capacities and other design criteria from 30 TAC Chapters 217 and 290.



EXHIBIT B-2  
CITY OF MANOR WATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
PRO RATA CALCULATIONS  
MARCH 2023

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2023 Dollars	Pro Rata Share	Pro Rata Project Cost in 2023 Dollars
W-6	2026	Blake Manor Road Water Line	12"	1667	1000	\$ 1,263,000.00	60%	\$ 757,648.47
W-13	2025	US 290 Crossing at Golf Course	12"	1667	1667	\$ 605,000.00	100%	\$ 605,000.00
W-14	2023	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250000	2500	2400	\$ 6,898,000.00	96%	\$ 6,622,080.00
W-16	2023	US 290 Water Line	12"	1667	1667	\$ 1,380,000.00	100%	\$ 1,380,000.00
W-20	2025	Bois D'Arc Lane Water Line	16"	2400	2400	\$ 1,512,000.00	100%	\$ 1,512,000.00
W-22	2025	Bois D'Arc Lane Water Line	12"	1667	1400	\$ 1,209,000.00	84%	\$ 1,015,356.93
W-24	2025	Gregg Manor Road Pump Improvements	1200	2000	2000	\$ 1,209,000.00	100%	\$ 1,209,000.00
W-31	2022	FM 973 Water Line	12"	2400	2400	\$ 1,532,000.00	100%	\$ 1,532,000.00
<b>\$ 14,633,085.40</b>								

**Previously Completed Projects**

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2002	1667	Creekside Offsite Utilities	12"	\$ 175,000.00	650	1000	60%	\$ 105,000.00
2005	1667	Greenbury Offsite Utilities	12"	\$ 407,816.64	308	1667	100%	\$ 408,000.00
2007	5,600	Water Supply Main From City of Austin to West Elevated Storage Tank and Downtown	16"	\$ 1,057,675.36	1550	4500	80%	\$ 850,000.00
2008	5,000	West Elevated Storage Tank	500,000	\$ 2,138,083.58	1550	4500	90%	\$ 1,924,000.00
2010	2,400	Presidential Glen Water Lines	16"	\$ 465,054.06	8	2000	83%	\$ 388,000.00
2009	5,000	East Manor Elevated Storage Tank	500,000	\$ 1,880,381.34	1550	4500	90%	\$ 1,692,000.00
2018	2,400	AMR Water Meters		\$ 399,300.00	2400	2400	100%	\$ 399,000.00
2022	1,667	FM 973 Waterline	12"	\$ 452,005.00	500	1667	100%	\$ 452,000.00
2021	1,667	Old Kimbro Waterline	12"	\$ 474,000.00	1000	1667	100%	\$ 474,000.00
2022	2,400	FM 973 Waterline	16"	\$ 582,400.00	150	1900	79%	\$ 461,000.00
2021	2,400	Gregg Lane to Tower Rd Waterline	12"	\$ 1,209,000.00	2000	2400	100%	\$ 1,209,000.00
2021	2,400	US 290 Waterline	16"	\$ 1,696,000.00	1500	2400	100%	\$ 1,696,000.00
2022	1667	Hill Lane Waterline	12"	\$462,893.00	600	800	48%	\$ 222,000.00
<b>Totals</b>				<b>\$ 11,399,608.97</b>				<b>\$ 10,280,000.00</b>

**CIF Ineligible Projects**

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EXHIBIT B-3  
CITY OF MANOR WATER IMPROVEMENTS  
MISCELLANEOUS PROJECT COSTS  
MARCH 2023

Item 1.

Description	Amount
CIF Studies	\$ 21,000.00
Study Cost for Water, Mapping, Modeling	\$ 138,800.00
<b>Total Water-Related Costs</b>	<b>\$ 159,800.00</b>



EXHIBIT B-4  
CITY OF MANOR WATER  
IMPACT FEE CALCULATION  
MARCH 2023

Item 1.

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 25,072,885.40
Number of LUEs added:	\$ 6,200.00
<b>Maximum Water CIF:</b>	<b>\$ 4,044.00</b>
<b>50% Credit:</b>	<b>\$ 2,022.00</b>
<b>MAXIMUM ASSESSABLE CIF:</b>	<b>\$ 2,022.00</b>

EXHIBIT B-5  
CITY OF MANOR WASTEWATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
PRO RATA CALCULATIONS  
MARCH 2023

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2022 Dollars	Pro Rata Share	Pro Rata Project Cost in 2022 Dollars
S-18	2023	West Cottonwood Gravity Line, Phase 2	15"	1200	1200	\$ 2,297,000.00	100.00%	\$ 2,297,000.00
S-23	2025	Willow Lift Station and Force Main	200 gpm	210	100	\$ 3,009,000.00	47.62%	\$ 1,433,000.00
S-30	2024	Expand Cottonwood WWTP to 0.40 MGD Capacity	0.40 MGD	909	909	\$10,067,000.00	100.00%	\$10,067,000.00
S-31	2025	Expand Cottonwood WWTP to 0.60 MGD Capacity	0.50 MGD	1272	1272	\$10,530,000.00	100.00%	\$10,530,000.00
S-33	2023	Wilbarger Basin Gravity Line to Lift Station (off Gregg Lane)	15"	1200	1200	\$ 2,746,000.00	100.00%	\$ 2,746,000.00
S-34	2023	Wilbarger Basin lift station and force main (off Gregg Lane)	12" FM and 225 gpm LS	1200	1000	\$ 3,570,000.00	83.33%	\$ 2,975,000.00
S-35	2025	Gravity line from City Limits to tie in to Wastewater line to Cottonwood	12"	1200	300	\$ 3,310,000.00	25.00%	\$ 828,000.00
CIP-2	2023	Bell Farms Lift Station Expansion	1,400 gpm, 2nd WW	2172	1800	\$ 716,000.00	82.87%	\$ 593,000.00
CIP-3	2023	Presidential Glen Lift Station Expansion	2,275 gpm, 2nd WW	3517	2400	\$ 716,000.00	68.24%	\$ 489,000.00
CIP-4	2024	US 290 WW Line Expansion	12" & 15"	3600	2300	\$ 1,736,000.00	63.89%	\$ 1,109,000.00
<b>Totals</b>								<b>\$33,067,000.00</b>

**Previously Completed Projects**

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2001	300	Hamilton Point Sewer Main	Gravity Sewer Line to Serve Hamilton Point Sub	\$ 128,000.00	300	0	0%	\$ -
2003	1091	Creekside Offsite/Onsite and Wilbarger WWTP	Lift Station, Forced Main and WWTP	\$ 1,033,000.00	726	726	67%	\$ 687,000.00
2004	1264	East Old Highway 20 Gravity Line, Lift Station, Forced Main (Bell Farms FM)	Gravity Line Lift Station and Forced Main to Serve new growth along Old Highway 20	\$ 1,034,873.04	616	1264	100%	\$ 1,035,000.00
2005	1885	Greenbury Gravity Line	Gravity Line Along US 290 to Serve Greenbury Sub	\$ 619,007.39	308	1500	80%	\$ 493,000.00
2008	888	Carriage Hills Lift Station and Forced Main	Lift Station and Forced Main to Serve Carriage Hills Sub	\$ 680,972.01	275	888	100%	\$ 681,000.00
2018	1000	High school gravity line to Stonewater LS; LS improvements	Gravity wastewater line to serve new high school	\$ 51,000.00	200	1000	100%	\$ 51,000.00
2020	679	Travis County Rural Center lift station and force main	Lift Station and Force Main from Rural Center to existing wastewater line	\$ 2,524,000.00	345	580	85%	\$ 2,156,000.00
2021	1272	Bastrop-Parsons wastewater line	Replacement of existing wastewater line in Bastrop and Parsons; to correct current capacity issues and serve additional growth	\$ 423,292.00	1272	1272	100%	\$ 423,000.00
2021	1586	Wildhorse Creek lift station expansion	Change in discharge point increased Phase 1 capacity from 440 to 1026 LUEs, currently at about 706 LUEs. Will need to expand LS when Lagos develops to ultimate 1586 LUE capacity.	\$ 1,367,000.00	1300	1586	100%	\$ 1,367,000.00
2020	5354	Add. Wilbarger WWTP Capacity	New treatment capacity to meet growth	\$ 34,960,000.00	4200	5000	93%	\$32,648,000.00
2022	363	Cottonwood WWTP Ph 1	New plant for growth in eastern portion of City	\$ 12,622,000.00	100	363	100%	\$12,622,000.00
2022	754	FM 973 Gravity Wastewater line	15" wastewater line to extend service north along FM 973	\$ 1,473,000.00	75	754	100%	\$ 1,473,000.00
2023	1200	West Cottonwood LS and FM	New lift station and distribution lines to meet growth in eastern portion of City	\$ 2,175,000.00	150	1200	100%	\$ 2,175,000.00
<b>Totals</b>								<b>\$55,811,000.00</b>

**CIF Ineligible Projects**

2009	727	Wilbarger WWTP Capacity Buyback
2005		Creekside Lift Station Forced Main Adjustment



EXHIBIT B-6  
CITY OF MANOR WASTEWATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
MISCELLANEOUS PROJECT COSTS  
MARCH 2023

Item 1.

Description	Total Cost
CIF Studies	\$ 21,000.00
Gilleland Creek COA Impact Fee (34 LUEs @ \$1,400)	\$ -
Study Cost for Wastewater, Mapping, Modeling	\$ 303,100.00
<b>Total Sewer-Related Costs</b>	<b>\$ 324,100.00</b>



EXHIBIT B-7  
CITY OF MANOR WASTEWATER  
IMPACT FEE CALCULATION  
MARCH 2023

Item 1.

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 89,202,000.00
Number of LUEs added:	6,200.00
<b>Maximum Wastewater CIF:</b>	<b>\$ 14,387.00</b>
<b>50% Credit:</b>	<b>\$ (7,193.50)</b>
<b>MAXIMUM ASSESSABLE CIF:</b>	<b>\$ 7,193.50</b>



EXHIBIT B-8  
 CITY OF MANOR WATER AND WASTEWATER IMPACT  
 FEE FACTORS  
 MARCH 2023

**1. RESIDENTIAL DEVELOPMENT**

Community Impact Fees for residential development shall be assessed based upon the number of dwelling units proposed for development times the appropriate LUE Factor for water as shown below.

Dwelling Type	Units	LUE Factor
Single Family Residential	Per Housing Unit	1
Two-Family Residential	Per Residential Unit	0.7
Three-Family Residential	Per Residential Unit	0.7
Multi-Family Residential	Per Residential Unit	0.5

**2. NON-RESIDENTIAL DEVELOPMENT**

Community Impact Fees for all non-residential development shall be assessed based upon the water meter size and type installed to serve the proposed development water, as shown below.

Meter Size (Inch)	Type	LUE Factor
5/8	Positive	1
	Displacement	
3/4	Positive	1.5
	Displacement	
1	Positive	2.5
	Displacement	
1-1/2	Positive	5
	Displacement	
2	Positive	8
	Displacement	
2	Compound	8
2	Turbine	10
3	Compound	16
3	Turbine	24
4	Compound	25
4	Turbine	42
6	Compound	50
6	Turbine	92
8	Compound	80
8	Turbine	160
10	Compound	115
10	Turbine	250
12	Turbine	330



**City of Manor  
Water and Wastewater  
Impact/Tap Fee Comparison Chart - APRIL 2023**

City	Water Impact Fee <sup>1</sup>	Wastewater Impact Fee <sup>1</sup>	Water Tap Fee <sup>1</sup>	Wastewater Tap Fee <sup>1</sup>	Total
Austin	\$ 4,700.00	\$ 2,500.00			\$ 7,200.00
Bastrop	\$ 8,182.00	\$ 5,089.00	\$ 350.00	\$ 300.00	\$ 13,921.00
Bartlett - 11	Vary	Vary	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Belton <sup>3</sup>	None	None	\$ 1,000.00	\$ 800.00	\$ 1,800.00
Buda	\$ 3,595.00	\$ 3,515.00	\$ 400.00	\$ 450.00	\$ 7,960.00
Elgin	\$ 3,790.00	\$ 2,348.00	\$ 2,000.00	\$ 2,000.00	\$ 10,138.00
Florence <sup>3</sup>	\$ 2,527.00	\$ 1,144.00	\$ 1,000.00	\$ 800.00	\$ 5,471.00
Georgetown <sup>7</sup>	\$ 11,000.00	\$ 6,129.00	\$ 850.00	\$ 800.00	\$ 18,779.00
Harker Heights <sup>6</sup>	No CIF Program for Water	\$ 6,133.00	\$ 275.00	\$ 275.00	\$ 6,683.00
Holland	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00
Jarrell <sup>2</sup>	\$ 4,000.00	\$ -	\$ 750.00	\$ -	\$ 4,750.00
Kyle	\$ 3,535.00	\$ 2,826.00	\$ 217.35	\$ 217.35	\$ 6,795.70
Liberty Hill <sup>8</sup>	\$ 7,037.00	\$ 4,000.00	\$ 3,500.00	\$ 600.00	\$ 15,137.00
Leander	\$ 4,309.00	\$ 2,820.00	\$ 840.00	\$ 750.00	\$ 8,719.00
<b>Manor</b>	<b>\$ 1,577.00</b>	<b>\$ 4,470.00</b>	<b>\$ 750.00</b>	<b>\$ 750.00</b>	<b>\$ 7,547.00</b>
<b>Manor - proposed</b>	<b>\$ 2,022.00</b>	<b>\$ 7,193.50</b>	<b>\$ 750.00</b>	<b>\$ 750.00</b>	<b>\$ 10,715.50</b>
Pflugerville	\$ 7,897.00	\$ 8,184.00	\$ 250.00	\$ 250.00	\$ 16,581.00
Round Rock - 12	\$ 4,025.00	\$ 2,099.00	Vary	Vary	\$ 6,124.00
Salado <sup>4,5</sup>	Vary	\$ 5,152.00	\$ 3,400.00	\$ 4,000.00	\$ 12,552.00
Taylor -13	\$ 4,717.00	\$ 2,654.00	\$ 1,375.00	\$ 1,340.00	\$ 10,086.00
Temple <sup>3</sup>	No CIF Program	No CIF Program	Varies	Varies	\$ -
Troy	No CIF Program	No CIF Program	\$ 900.00	\$ 725.00	\$ 1,625.00
Waco <sup>9</sup>	No CIF Program	No CIF Program	quoted on per cost basis	quoted on per cost basis	\$ -
<b>Average</b>	<b>\$ 4,619.56</b>	<b>\$ 3,736.47</b>	<b>\$ 1,137.23</b>	<b>\$ 937.23</b>	<b>\$ 7,851.49</b>
<b>Average CIF Program Cities</b>	<b>\$ 4,913.82</b>	<b>\$ 3,446.33</b>	<b>\$ 1,510.45</b>	<b>\$ 1,201.36</b>	<b>\$ 9,836.50</b>

Notes:

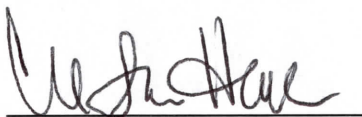
- 1 - Fees for a standard single family residential house (1 LUE) with a standard 5/8" x 3/4" meter and 4" ww service; water fee is for production and distribution
- 2 - Jarrell water supplied by Jarrell Schwertner Water Supply Corporation, Impact Fee includes Capital Recovery and Tap Fee; City of Jarrell provides water service to portions of City
- 3 - prices based on project; no set amount available
- 4 - Tap fee includes: \$100 membership fee, \$300 tap fee and \$700 installation fee
- 5 - Salado does not have a sewer system, \$6,300 represents low price for a septic system; Salado Water Supply Corporation supplies water
- 6 - Harker Heights charges for water and sewer connections on a cost basis, fees range from minimum of \$200 to over \$1,000; flat fee to connect to utility system, connection fee \$275.00 - Wastewater Impact Fee only in select areas
- 7 - Georgetown water and sewer tap fees include a \$500 each engineering and inspection fee; Impact fee effective January 2023
- 8 - Liberty Hill charges \$6,000 fee for gravity section of City  
Liberty Hill WSC charges \$100 membership fee, plus average of \$400-\$700 for tap
- 9 - Waco quotes on an individual basis
- 10- City supplied water
- 11 - varies based on level of project and distance to tap location - New to impact fees; currently have new projects that will be "test" subjects to process
- 12 - fee information - <https://www.roundrocktexas.gov/departments/planning-and-development-services/building-inspection/new-single-family-construction/residential/>; no tap fee, built in cost with total construction that the contractor bills his client
- 13 - Vary Impact Fee - <http://www.ci.taylor.tx.us/DocumentCenter/View/6981>

**2022 COMMUNITY IMPACT FEE UPDATE  
ADVISORY COMMITTEE ACTIVITY SUMMARY  
AND RECOMMENDATION TO CITY COUNCIL**

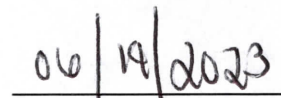
The duly-appointed Community Impact Fee (CIF) Advisory Committee has conducted eight (8) meetings to discuss and consider issues related to the City of Manor’s 2022 Community Impact Fee program update. The City Engineer, acting as the Impact Fee Consultant, presented information for Advisory Committee consideration at each of the meetings.

- On September 14, 2022, the CIF Advisory Committee first met and reviewed the committee makeup, schedule, and responsibilities for the Community Impact Fee program update and appointed a chairperson.
- On October 12, 2022, the CIF Advisory Committee met, was presented with, and discussed the preliminary Land Use Assumptions prepared by the consultant.
- On November 9, 2022, the CIF Advisory Committee met to discuss and consider revised Land Use Assumptions based upon comments made during the previous meeting and information researched by the consultant. Several modifications were made to the Land Use Assumption Map at the meeting.
- On December 14<sup>th</sup>, 2022, and January 11, 2023, the Advisory Committee was presented with the final draft Land Use Map. The Committee also generated population projections along with Capital Improvement Plans for Water and Wastewater.
- On February 8, 2023, the CIF Advisory Committee reviewed and approved the population growth factor. The Advisory Committee also approved the Capital Improvement Project needs.
- On February 8, 2023, the CIF Advisory Committee reviewed an updated 10-year Capital Improvements Plan, based upon the proposed Land Use Assumptions. The CIF Advisory Committee unanimously recommended the City Council act to adopt the updated Land Use Assumptions and 10-year Capital Improvements Plan.
- On April 12, 2023 and May 10, 2023, the CIF Advisory Committee met and reviewed the calculations for the City’s Community Impact Fee Program’s Water and Wastewater Impact Fees. The CIF Advisory Committee recommended the City Council act to adopt Water and Wastewater Impact Fees of \$2,022.00 for water and \$7,193.50 for wastewater.

Respectfully Submitted:



Cresandra Hardeman, Chair  
Community Impact Fee Advisory Committee



Date



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on the dissolution of the EntradaGlen Public Improvement District (PID) within the municipal boundaries of the City of Manor, Texas in accordance with the provisions of Chapter 372 of the Texas Local Government Code.

**BACKGROUND/SUMMARY:**

The Dissolution Agreement entered into with the developer for the EntradaGlen PID, as amended called for the dissolution of the PID if assessments were not levied or bonds were not issued by May 31, 2023. City staff was directed to begin the process for dissolution of the EntradaGlen PID for City Council consideration. City Council accepted the Dissolution Agreement as developer’s petition to dissolve the PID and called a public hearing to dissolve the PID.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

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

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

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**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on the creation of the Newhaven Public Improvement District (PID) within the municipal boundaries of the City of Manor, Texas in accordance with the provisions of Chapter 372 of the Texas Local Government Code.

**BACKGROUND/SUMMARY:**

Gregg Lane Dev, LLC (“Developer”) submitted a petition to create the Newhaven PID that includes approximately 90.3 acres. City Council accepted the petition and called a public hearing to create the PID. Attached is the Developer’s petition.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Petition

**STAFF RECOMMENDATION:**

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

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

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO THE NEWHAVEN DEVELOPMENT

THE STATE OF TEXAS §
CITY OF MANOR §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MANOR

The undersigned petitioner (the "Petitioner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requests that the City of Manor create a public improvement district (the "District) in the territory described in Exhibit A attached hereto (the "Land") within the City of Manor, Texas (the "City"), and in support of this petition the Petitioner would present the following:

Section 1. Standing of Petitioner. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Travis Central Appraisal District, the Petitioner constitutes: (i) the owner of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owner of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District.

Section 3. Estimated Cost and Terms of the Proposed Construction of the Public Improvements. The estimated cost of the proposed construction is \$10,000,000.00 (including issuance and other financing costs).

Section 4. Boundaries. The proposed boundaries of the District are described on Exhibit A attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on



the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. Approval and creation of the PID will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

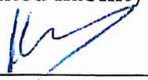
Section 8. Advisory Board. An advisory board may be established by the City Council of the City (the "*City Council*") and recommend an improvement plan to the City Council.

The signer of this petition requests the establishment for the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

**PETITIONER:**

**Gregg Lane Dev, LLC,**  
a Texas limited liability company

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

Name: Shaun Vembutty

Title: Manager

Date: 3/15/2022

**EXHIBIT A**  
**PROPERTY DESCRIPTION**



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**30.580 ACRES**  
**SUMNER BACON SURVEY No. 62, ABSTRACT No. 63**  
**TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

**THENCE** North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

1662-001-30.580 AC

7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

1662-001-30.580 AC

- 30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
- 31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
- 32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
- 33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
- 34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
- 35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
- 36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
- 37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
- 38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
- 39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
- 40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

**THENCE** South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

**THENCE** North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

**THENCE** South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

**THENCE** South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

**THENCE** South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-30.580ac

*Paul J. Flugel 1-6-2021*  
Paul J. Flugel  
Registered Professional Land Surveyor  
State of Texas No. 5096  
TBPLS Firm No. 10124500





Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**59.765 ACRES**  
**SUMNER BACON SURVEY No. 62, ABSTRACT No. 63**  
**TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

**THENCE** North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;



- 29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;
- 30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;
- 31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
- 32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

**THENCE** South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2 " rebar with 'Chaparral' cap set;

**THENCE** South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

**THENCE** South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

**THENCE** South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

**THENCE** South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-59.765ac

*Paul J. Flugel* 1-18-2021

Paul J. Flugel  
 Registered Professional Land Surveyor  
 State of Texas No. 5096  
 TBPLS Firm No. 10124500



1662-001-59.765 ACS





a schematic development plan for  
**MANOR TRACT**  
 ±90.3 ACRES OF LAND  
 prepared for  
**ASHTON GREY DEVELOPMENT**

**LOT SUMMARY**

40'x120'	86 LOTS	29 %
50'x120'	122 LOTS	41 %
60'x125'	89 LOTS	30 %
<b>TOTAL</b>		<b>297 LOTS</b>

**META**  
 PLANNING + DESIGN  
 24275 Katy Freeway, Ste. 200  
 Katy, Texas 77494  
 Tel: 281-810-1422  
 MTA-78007  
 MARCH 10, 2022

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META PLANNING + DESIGN

Gregg Lane Dev LLC  
Newhaven Public Improvement District

DRAFT

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March 8, 2022

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Exhibit A  
**Newhaven Public Improvement District**  
**DRAFT** PID Summary  
 March 8, 2022

Land Plan	
<b>Lot Type</b>	<b>Units/SF</b>
40'	86
50'	122
60'	89
Commercial	27,878

Values	
Total Improved Land Value	\$ 28,857,920
Total Assessed Value	\$ 144,289,600
Value to Lien	4.87

Assessments	
Bond Issuance Date	9/1/2022
Bond Term	30
Interest Rate	4.25%

<b>Bond Proceeds</b>	<b>\$ 5,920,000</b>
Reserve Fund	\$ (361,813)
First Year Administrative Fund	\$ (40,000)
Capitalized Interest (12 months)	\$ (251,600)
Underwriter's Discount (3.00%)	\$ (177,600)
Cost of Issuance (6.00%)	\$ (355,200)
<b>Net Bond Proceeds</b>	<b>\$ 4,733,788</b>

Single Family Assessment/ Unit	\$ 15,181
Commercial Assessment/SF	\$ 10.26

Costs	
Authorized Improvements	\$ 13,974,437
Bond Issuance Costs	\$ 1,186,213
Less: Bond Proceeds	\$ (5,920,000)
<b>Developer Contribution</b>	<b>\$ 9,240,650</b>

Average Annual Installments	
First Annual Installment Due	1/31/2023
Total Average Annual Installment	\$ 432,861
Single Family Average Annual Installment	\$ 1,110
Commercial Average Annual Installment/SF	\$ 0.75

Equivalent Tax Rates	
PID Equivalent Tax Rate / \$100 AV	\$ 0.3000
Total Tax Rate after PID / \$100 AV	\$ 3.1137

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Exhibit B  
Newhaven Public Improvement District  
Authorized Improvements  
March 8, 2022

Authorized Improvements [a]		IA #1
<i>Internal Improvements</i>		
Landscaping [b]	\$	1,803,752
Drainage Improvements	\$	2,393,170
Detention Pond	\$	1,028,500
Erosion Control	\$	122,213
Street & Site Improvements	\$	2,322,682
Collector Road Street and Site Improvements	\$	311,799
Lift Station and Forcemain	\$	698,409
Earthwork and Demolition	\$	374,729
Traffic Improvements	\$	822,468
District Formation Costs	\$	300,000
Non-Design Fees & Expenses	\$	1,088,944
Contingency	\$	1,017,772
Engineering	\$	1,690,000
<b>Total Internal Improvements</b>	<b>\$</b>	<b>13,974,437</b>
<i>Private Improvements</i>		
Waterline Improvements	\$	1,319,379
Wastewater Line Improvements	\$	1,520,749

Footnotes:

[a] Per preliminary OPC Prepared by Jones & Carter dated 12/7/21. Excludes dry utilities & impact fees as they are not PID eligible.

[b] Per Bruno Land Design preliminary bid. Excludes Brick Wall, Park Amenities and Trees as these are PUD items.

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Exhibit C  
 Newhaven Public Improvement District  
 AV and Assessment Spread  
 March 8, 2022

Lot Type	Units/SF [a]	Improved Land Value		Assessed Value		Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	PID Equivalent Tax Rate
		per Unit/SF [b]	Improved Land Total Value	per Unit/SF [c]	Assessed Value					
40'	86	\$ 74,000	\$ 6,364,000	\$ 370,000	\$ 31,820,000	\$ 1,305,530	\$ 95,458	\$ 15,181	\$ 1,110	\$ 0.3000
50'	122	\$ 100,000	\$ 12,200,000	\$ 500,000	\$ 61,000,000	\$ 2,502,744	\$ 182,997	\$ 20,514	\$ 1,500	\$ 0.3000
60'	89	\$ 100,000	\$ 8,900,000	\$ 500,000	\$ 44,500,000	\$ 1,825,773	\$ 133,497	\$ 20,514	\$ 1,500	\$ 0.3000
Commercial	27,878	\$ 50	\$ 1,393,920	\$ 250	\$ 6,969,600	\$ 285,953	\$ 20,908	\$ 10.26	\$ 0.75	\$ 0.3000
<b>IA #1 Total</b>	<b>297</b>		<b>\$ 28,857,920</b>		<b>\$ 144,289,600</b>	<b>\$ 5,920,000</b>	<b>\$ 432,861</b>			<b>\$ 0.3000</b>

Footnotes:

[a] Per Meta Planning & Design development plan dated, 2/15/22. Assumes 20% FAR for Commercial site.

[b] For purposes of this analysis, estimated improved land has been calculated at 20% of Assessed Value.

[c] Estimated AV/ unit provided by client October 2021.

Exhibit D  
 Newhaven Public Improvement District  
 Value to Lien Analysis  
 March 8, 2022

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Value to Lien		IA #1
Total Assessment	[1]	\$ 5,920,000
<i>Bond Issuance Costs</i>		
Reserve Fund		\$ 361,813
First Year Administrative Fund		\$ 40,000
Capitalized Interest (12 months)		\$ 251,600
Underwriter's Discount (3.00%)		\$ 177,600
Cost of Issuance (6.00%)		\$ 355,200
	[2]	\$ 1,186,213
<b>Net Proceeds</b>	<b>[3] = [1] - [2]</b>	<b>\$ 4,733,788</b>
Total Improved Land Value	[4]	\$ 28,857,920
Assessed Value	[5]	
Value applied to previous Bond Issuances	[6]	
<b>Estimated Bond Sale Valuation</b>	<b>[7] = [4] + [5] - [6]</b>	<b>\$ 28,857,920</b>
Total Assessment	[1]	\$ 5,920,000
<b>Value to Lien</b>	<b>[8] = [7] ÷ [1]</b>	<b>4.87</b>
<b>Net Construction Proceeds</b>	<b>[3]</b>	<b>\$ 4,733,788</b>
<b>Construction Costs</b>	<b>[9]</b>	<b>\$ (13,974,437)</b>
<b>Net Equity Investment by Developer</b>	<b>[3] + [9]</b>	<b>\$ (9,240,650)</b>

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Exhibit E  
Newhaven Public Improvement District  
Ad Valorem Tax Revenues  
March 8, 2022

Tax Entity	Ad Valorem Tax Rate [a]	Estimated Annual Ad Valorem Revenues [b]
Travis County	\$ 0.3744	\$ 540,161
City of Manor	\$ 0.7722	\$ 1,114,204
Travis Central Health	\$ 0.1103	\$ 159,160
Austin Community College	\$ 0.1048	\$ 151,216
Manor ISD	\$ 1.3520	\$ 1,950,795
Travis County ESD #12	\$ 0.1000	\$ 144,290
<b>Total</b>	<b>\$ 2.8137</b>	<b>\$ 4,059,826</b>

Footnotes:

[a] 2021 rates per Travis Central Appraisal District.

[b] Assumes an Estimated Buildout Value of \$144,289,600.



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Exhibit F  
 Newhaven Public Improvement District  
 Competitive Communities Tax Rates  
 March 8, 2022

Competitive Tax Rate Rankings	
Lagos - Manor	3.2602
Presidential Glen	3.1137
<b>Gregg Lane</b>	<b>3.1137</b>
Shadow Glen	2.9315
Presidential Meadows	2.8915
Whisper Valley	2.5442
Harris Branch	2.4825

<b>Market Average</b>	<b>2.8706</b>
-----------------------	---------------

Gregg Lane	
Travis County	0.3744
City of Manor	0.7722
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.8137</u>
Plus: Gregg Lane PID	0.3000
<b>Total</b>	<b><u>3.1137</u></b>

Shadow Glen	
Travis County	0.3744
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.0415</u>
Travis County MUD #2	0.8900
<b>Total</b>	<b><u>2.9315</u></b>

Presidential Glen	
City of Manor	0.7722
Travis County	0.3744
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.8137</u>
Presidential Glen MUD	0.3000
<b>Total</b>	<b><u>3.1137</u></b>

Presidential Meadows	
Travis County	0.3744
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.0415</u>
Cottonwood Creek MUD #1	0.8500
<b>Total</b>	<b><u>2.8915</u></b>

Whisper Valley	
Travis County	0.3744
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.0415</u>
Whisper Valley PID	0.5027
<b>Total</b>	<b><u>2.5442</u></b>

Harris Branch	
City of Austin	0.5410
Travis County	0.3744
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
	<u>2.4825</u>
Austin MUD No. 2	-
<b>Total</b>	<b><u>2.4825</u></b>

Lagos - Manor	
Travis County	0.3744
City of Manor	0.7722
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.8137</u>
Lagos - Manor PID	0.4465
<b>Total</b>	<b><u>3.2602</u></b>

Note: Tax rates shown are for Tax Year 2021.



**Exhibit G**  
**Newhaven Public Improvement District**  
**Improvement Area #1 Bond**  
**March 8, 2022**

**DRAFT**

Item 3.

**Sources:**

Assessment Amount (4.25% Interest Rate) \$ 5,920,000

**Uses:**

Reserve Fund (Maximum Annual Debt Service) 361,813  
 First Year Administrative Fund 40,000  
 Capitalized Interest (12 months) 251,600  
 Underwriter Discount/Underwriter's Counsel Fee (3%) 177,600  
 Cost of Issuance (6.00%) 355,200  
**Net Bond Proceeds \$ 4,733,788**

PID Equivalent Tax Rate \$ 0.3000  
 Average Installment \$ 432,861  
 Minimum Debt Service Coverage 1.00

Issuance Date: September 1 2022

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2023	\$ -	4.25%	\$ 251,600	\$ 251,600	\$ 40,800	\$ 29,600	\$ 322,000	\$ 251,600	\$ -	\$ 70,400
2024	110,000	4.25%	251,600	361,600	41,616	29,600	432,816	-	-	432,816
2025	110,000	4.25%	246,925	356,925	42,448	29,050	428,423	-	-	428,423
2026	115,000	4.25%	242,250	357,250	43,297	28,500	429,047	-	-	429,047
2027	120,000	4.25%	237,363	357,363	44,163	27,925	429,451	-	-	429,451
2028	125,000	4.25%	232,263	357,263	45,046	27,325	429,634	-	-	429,634
2029	130,000	4.25%	226,950	356,950	45,947	26,700	429,597	-	-	429,597
2030	140,000	4.25%	221,425	361,425	46,866	26,050	434,341	-	-	434,341
2031	145,000	4.25%	215,475	360,475	47,804	25,350	433,629	-	-	433,629
2032	150,000	4.25%	209,313	359,313	48,760	24,625	432,697	-	-	432,697
2033	155,000	4.25%	202,938	357,938	49,735	23,875	431,547	-	-	431,547
2034	165,000	4.25%	196,350	361,350	50,730	23,100	435,180	-	-	435,180
2035	170,000	4.25%	189,338	359,338	51,744	22,275	433,357	-	-	433,357
2036	175,000	4.25%	182,113	357,113	52,779	21,425	431,317	-	-	431,317
2037	185,000	4.25%	174,675	359,675	53,835	20,550	434,060	-	-	434,060
2038	195,000	4.25%	166,813	361,813	54,911	19,625	436,349	-	-	436,349
2039	200,000	4.25%	158,525	358,525	56,010	18,650	433,185	-	-	433,185
2040	210,000	4.25%	150,025	360,025	57,130	17,650	434,805	-	-	434,805
2041	220,000	4.25%	141,100	361,100	58,272	16,600	435,972	-	-	435,972
2042	225,000	4.25%	131,750	356,750	59,438	15,500	431,688	-	-	431,688
2043	235,000	4.25%	122,188	357,188	60,627	14,375	432,189	-	-	432,189
2044	245,000	4.25%	112,200	357,200	61,839	13,200	432,239	-	-	432,239
2045	260,000	4.25%	101,788	361,788	63,076	11,975	436,838	-	-	436,838
2046	270,000	4.25%	90,738	360,738	64,337	10,675	435,750	-	-	435,750
2047	280,000	4.25%	79,263	359,263	65,624	9,325	434,212	-	-	434,212
2048	290,000	4.25%	67,363	357,363	66,937	7,925	432,224	-	-	432,224
2049	305,000	4.25%	55,038	360,038	68,275	6,475	434,788	-	-	434,788
2050	315,000	4.25%	42,075	357,075	69,641	4,950	431,666	-	-	431,666
2051	330,000	4.25%	28,688	358,688	71,034	3,375	433,096	-	-	433,096
2052	345,000	4.25%	14,663	359,663	72,454	1,725	433,842	-	433,842	-
<b>Totals</b>	<b>\$ 5,920,000</b>	<b>4.25%</b>	<b>\$ 4,742,788</b>	<b>\$ 10,662,788</b>	<b>\$ 1,655,178</b>	<b>\$ 557,975</b>	<b>\$ 12,875,940</b>	<b>\$ 251,600</b>	<b>\$ 433,842</b>	<b>\$ 12,190,498</b>

**Footnotes:**

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 12 months capitalized interest.

DRAFT

**Exhibit H**  
**Newhaven Public Improvement District**  
**Assumptions**  
**3/8/2022**

Project Specifics	Assumptions	Source
AV per Unit - 40'	\$ 370,000	Client
AV per Unit - 50'	\$ 500,000	Client
AV per Unit - 60'	\$ 500,000	Client
Commercial FAR	20%	DPFG
Assessed Value per Commercial SF	\$ 250	DPFG
Annual Inflation Rate	2.0%	DPFG
Improved Lot Value as a % of Assessed Value	20.0%	DPFG

PID Bond	Assumptions	Source
Bond Term	30	Market
Improvement Area #1 Issuance Date	9/1/2022	DPFG
Improvement Area #1 Interest Rate	4.25%	DPFG
Improvement Area #1 Capitalized Interest (months)	12	DPFG
Costs of Issuance	6.0%	Market
Underwriter's Discount	3.0%	Market
Reserve Fund Earnings	0.0%	Market
Debt Service Escalator	0.0%	Market
Additional Interest Reserve	0.5%	Market
Administrative Expenses Escalator	2.0%	Market
Administrative Expenses	\$ 40,000	City
Bond Denomination	\$ 5,000	Market



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

- June 21, 2023, City Council Workshop; and
- June 21, 2023, City Council Regular Meeting

**BACKGROUND/SUMMARY:**

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

- June 21, 2023, City Council Workshop Minutes; and
- June 21, 2023, City Council Regular Meeting Minutes

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the City Council Minutes of June 21, 2023, City Council Workshop; and June 21, 2023, City Council Regular Meeting.

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



**CITY COUNCIL  
WORKSHOP SESSION MINUTES  
JUNE 21, 2023**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

Emily Hill, Mayor Pro Tem, Place 1  
Anne Weir, Place 2  
Maria Amezcua, Place 3 (Absent)  
Sonia Wallace, Place 4  
Aaron Moreno, Place 5  
Deja Hill, Place 6 (Arrived at 5:53 p.m.)

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Scott Jones, Economic Development Director  
Phil Green, IT Director  
Frank Phelan, P.E., City Engineer  
Pauline Gray P.E., City Engineer  
Gregory Miller, Bond Counsel  
Christina M. Lane, Finance Counsel

**WORKSHOP SESSION – 5:30 P.M.**

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 5:41 p.m. on Wednesday, June 21, 2023, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**REGULAR AGENDA**

**A. Discussion on Ballot Propositions for Multiple Municipal Projects.**

Gregory Miller with Bickerstaff Health Delgado Acosta LLP, 3711 S. Mo-Pac, Austin, Texas 78746, discussed the statutory considerations for the drafting of Bond Election Propositions.

Mr. Miller discussed the attached statutory consideration process for the drafting of Bond Election Propositions.

Discussion was held regarding proposed projects including City Hall, Library Facility, Police Headquarters, Recreation Center, and Warehouse Facility.

Discussion was held regarding proposed positions.

Discussion was held regarding previous bond issuance.

Discussion was held regarding qualified bond propositions.

Christina M. Lane with SAMCO Capital, 6805 Capital of Texas Highway, Suite 350, Austin, Texas 78731 discussed the bond issuance process and priorities.

Discussion was held regarding the allocation of funds for the bond.

Discussion was held on how Impact Fees could be used for.

Discussion was held on projects that would fall into one proposition for Parks and Recreation.

Discussion was held regarding additional projects for the city that would qualify for bond issuance.

There was no further discussion, and no action was taken.

**ADJOURNMENT**

The Workshop Session of the Manor City Council Adjourned at 6:42 p.m. on Wednesday, June 21, 2023.

These minutes were approved by the Manor City Council on the 5<sup>th</sup> day of June 2023.

**APPROVED:**

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

**ATTEST:**

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



## Statutory Considerations for the Drafting of Bond Election Propositions

City of Manor City Hall  
105 E. Eggleston Street  
Manor, Texas 78653

Wednesday, June 21, 2023

### **Drafting Propositions Before 2019**

Prior to certain statutory changes brought by the 86<sup>th</sup> Legislative Session, a municipality could draft a bond proposition to include as few or as many projects as it deemed appropriate.

The 2019 Legislature was intent on limiting the power of local governments to issue debt and took several different measures to do this. One of them was to pass legislation that set parameters for what types of projects could go under a single proposition. These parameters are still in effect and will apply to an upcoming November 2023 election.

### **Proposition Drafting Under the 2019 Legislation**

As a result of the changes brought on by the 2019 bills, a proposition may include the financing of multiple facilities if the facilities serve the same “single specific purpose.” The term “single specific purpose,” here refers to multiple facilities that serve “*substantially the same purpose*”. As such, for multiple facilities to come under the same proposition, those facilities must serve substantially the same purpose.

### **“Substantially the Same Purpose”**

There is no statutory definition for “substantially the same purpose.” The Attorney General has advised however that a local government may look to the statute that authorizes the use of bonds for the facility type in question to make that determination. Moreover, if two facilities are under two different statutes as regards bond financing, then it probably can be assumed that the facilities serve two different purposes.

For municipalities, it is not always useful to look at the financing statutes for guidance. This is because some purposes are treated under separate statutes, e.g. utilities and airports, and then there are also statutes that lump facilities that would seem to have different purposes together, e.g., entertainment venues and “other municipal building[s]”. That is, the financing statutes are not always consistent with what common sense might suggest.

In these cases, it is also useful to look at the statutes that grant municipalities the authority to carry out different functions, apart from the ability to finance those functions. Examples of this include:

1. Civic centers
2. Parks and cultural resources
3. Public safety facilities
4. Public health facilities
5. Water and other utilities and
6. Transportation.

There is a potential for ambiguity, for example, in categories 2 and 5 above. Where there is ambiguity, it is always advisable to ask the Attorney General’s Public Finance Division for guidance on specific questions.

### **A Building Serving Multiple Functions May be Under a Single Ballot**

The Attorney General has advised that “political subdivisions [except for certain school districts] are not required to use separate bond propositions when seeking to construct one facility that serves multiple functions. Generally, construction of one facility serving multiple functions may constitute a single specific purpose.” As such, there can be a single proposition for a building serving as a City Hall and a library, for example.

### **Economic Development Bonds**

If the Charter’s authorization for the issuance of debt extends to the issuance of bonds for economic development purposes, bonds may be issued to finance Chapter 380 programs. These bonds must be approved at an election however, and most likely would need to be under a separate proposition.





**CITY COUNCIL  
REGULAR SESSION MINUTES  
JUNE 21, 2023**

**This meeting was live-streamed on Manor's YouTube Channel**  
<https://www.youtube.com/@cityofmanorsocial/streams>

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Scott Dunlop, Development Services Director
- Lydia Collins, Finance Director
- Ryan Phipps, Chief of Police
- Denver Collins, Assistant Chief of Police
- Scott Jones, Economic Development Director
- Matthew Woodard, Public Works Director
- Chasem Creed, IT Technician
- Veronica Rivera, Assistant City Attorney

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:12 p.m. on Wednesday, June 21, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

## INVOCATION

Mayor Harvey gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## PRESENTATION

### A. Community Member's Appreciation Presented by Mayor Harvey

Mayor Harvey read and presented appreciation awards to the following community members and thanked them for their assistance in preparing meals for the displaced senior citizens from the Manor Town Apartments.

Tim Schultz  
Jenise Baker and Thom Baker  
Jean Barnes and Cliff Barnes  
Fred Nunn with Lillie Mae's  
Nancy Boatright and Ben Boatright  
Melanie Griffin-Hamlin/ Brian Marshall (FCA)  
Tenika Nash with Whataburger  
Donna Ware  
Pam Fowler  
Lisa and Gilbert Ramirez  
Johnique Thomas  
Gary Cleveland  
Shana Whatley with Good Luck Grill

## PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and frustration with City Council. Mr. Battaile stated he filed a police report regarding lies that were given to the police department. Mr. Battaile also opposed to Agenda Items Nos 13,14,15, 16, and 17.

No one else appeared at this time.

## PUBLIC HEARINGS

- 1. Conduct a public hearing on the first reading of an ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF). Applicant: Saavy ATX Realty LLC; Owner: Wenkai Chen**

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

Mayor Harvey opened the Public Hearing.

Development Services Director Dunlop stated that the applicant hadn't provided the architectural rendering; therefore, city staff was recommending closing the Public Hearing at this time and stated that the Public Hearing would be posted again at a later date.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card; but did not speak.

Assistant City Attorney Rivera clarified that the City Council could allow the public to speak at this time or close the Public Hearing and have the notice reposted. She stated that the speakers could come back and speak once the Public Hearing was reset.

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

There was no further discussion.

**Motion to close carried 6-0**

At the direction of Mayor Harvey, Agenda Item No. 2 was pulled.

~~2. Conduct a public hearing on a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX for variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback.  
Applicant: SAVVY ATX REALTY LLC; Owner: Wenkai Chen~~

3. Conduct a public hearing on the first reading of an Ordinance rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).  
Applicant: Jiwon Jung; Owner: Build Block

The city staff recommended that the City Council open the public hearing and postpone it until July 19, 2023, Regular Council Meeting.

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card; but did not speak.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to postpone the Public Hearing and remain open until July 19, 2023, Regular Council Meeting.

There was no further discussion.

**Motion to postpone and remain open carried 6-0**

- 4. Conduct a public hearing on the first reading of a Preliminary Planned Unit Development (PUD) Site Plan for the Okra Tract Development, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.  
*Applicant: Sotol Ventures; Owner: Dalton Wallace***

The city staff recommended that the City Council open the public hearing and postpone it until July 19, 2023, Regular Council Meeting.

Mayor Harvey opened the public hearing.

Development Services Director Dunlop stated that due to the cancelation of the Planning and Zoning Commission meeting, the item did not have a recommendation from the Commission. He is requesting for Council to open the Public Hearing and to remain open and postpone until July 19, 2023, Regular Council Meeting. Mr. Dunlop stated that the council could allow public speaking and the presentation to be conducted by Mr. Shanks or have them return to the July 19<sup>th</sup> Council meeting.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card; but did not speak.

Rachel Shank with Sotol Ventures, 9505 Johnny Morris Rd., submitted a speaker card in support of this item; however, she did not speak and agreed to return to the July 19, 2023, Regular Council meeting to conduct her presentation.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to postpone the Public Hearing and remain open until July 19, 2023, Regular Council Meeting.

There was no further discussion.

**Motion to postpone and stay open carried 6-0**

- 5. Conduct a public hearing on a Subdivision Concept for the New Haven, two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg In and FM 973, Manor, TX.  
*Applicant: Jones Carter; Owner: Gregg Lane Dev., LLC***

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

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and opposition to this item.

Development Services Director Dunlop discussed the proposed concept plan for the Newhaven subdivision. He stated that due to the City Code, if the Municipality Authority failed to act on a subdivision plat or plan due to a lack of quorum and that plat or plan had been deemed approved by city staff, then the plat or plan would be automatically approved. Mr. Dunlop stated that this item was part of the Planning and Zoning Commission agenda, but the meeting was canceled due to no quorum; therefore, the automatic approval would apply.

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

There was no further discussion.

**Motion to close carried 6-0**

**6. Conduct a Public Hearing on the levying of assessments in Improvement Area #3 of the Manor Heights Public Improvement District.**

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

Mayor Harvey opened the public hearing.

Gregory Miller with Bickerstaff Heath Delgado Acosta LLP discussed the levying of assessments in Improvement Area #3 of the Manor Heights Public Improvement District.

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

There was no further discussion.

**Motion to close carried 6-0**

**7. Conduct a Public Hearing on the issuance of Improvement Area #3 Bonds for the Manor Heights Public Improvement District.**

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

Mayor Harvey opened the public hearing.

Christina Lane with SAMCO Capital discussed the issuance of Improvement Area #3 Bonds for the Manor Heights Public Improvement District.

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

There was no further discussion.

**Motion to close carried 6-0**

**CONSENT AGENDA**

- 8. Consideration, discussion, and possible action to approve the City Council Minutes of June 7, 2023, City Council Regular Meeting.**
- 9. Consideration, discussion, and possible action on the acceptance of the May 2023 Departmental Reports.**
  - Finance – Lydia Collins, Director of Finance
  - Police – Ryan Phipps, Chief of Police
  - Travis County ESD No. 12 – Ryan Smith, Fire Chief
  - Economic Development – Scott Jones, Economic Development Director
  - Development Services – Scott Dunlop, Development Services Director
  - Municipal Court – Sarah Friberg, Court Clerk
  - Public Works – Matt Woodard, Director of Public Works
  - Manor Cemetery – Nora Sanchez, MC Manager
  - Human Resources – Tracey Vasquez, HR Manager
  - IT – Phil Green, IT Director
  - Administration – Lluvia T. Almaraz, City Secretary
- 10. Consideration, discussion, and possible action on the Purchase Agreement with Benny Paul Mark Gundy and Aarthi Reddy Mark Gundy for a wastewater easement with a temporary construction easement.**
- 11. Consideration, discussion, and possible action on the Purchase Agreement with Michael Edward Swier and Crista Marie Swier, Trustees of the Layla Trust for a wastewater easement with a temporary construction easement.**
- 12. Consideration, discussion, and possible action on the Purchase Agreement with Manor Elite Residences, LLC for a wastewater easement with a temporary construction easement.**

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to approve the Consent Agenda as read.

There was no further discussion.

**Motion to approve carried 6-0**

At the direction of Mayor Harvey, Agenda Items Nos 13 and 14 were pulled.

**REGULAR AGENDA**

- 13. First Reading: Consideration, discussion, and possible action on the first reading of an ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).  
*Applicant: Saavy ATX Realty LLC; Owner: Wenkai Chen***
- 14. Consideration, discussion, and possible action on a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX for variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback.**
- 15. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).  
*Applicant: Jiwon Jung; Owner: Build Block***
- 16. First Reading: Consideration, discussion, and possible action on the first reading of a Preliminary Planned Unit Development (PUD) Site Plan for the Okra Tract Development, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX. *Applicant: Sotol Ventures; Owner: Dalton Wallace***

The city staff recommended that the City Council postpone Item No's 15 and 16 to the July 19, Regular Council Meeting.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to postpone Item No. 15 and Item No. 16 to the July 19, Regular Council Meeting.

There was no further discussion.

**Motion to postpone carried 6-0**

- 17. Consideration, discussion, and possible action on a Subdivision Concept for the New Haven, two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX.  
*Applicant: Jones Carter; Owner: Gregg Lane Dev., LLC***

The city staff recommended that the City Council approve a Subdivision Concept for the New Haven two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX.

Discussion was held regarding clarification on the automatic approval by city statute.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to approve a Subdivision Concept for the New Haven two hundred seventy-eight (278) lots on 90.3 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX.

There was no further discussion.

**Motion to approve carried 6-0**

**18. Consideration, discussion, and possible action to enter into a Software Services Agreement with Camino Inc. for permit and licensing processes.**

The city staff recommended that the City Council approve a Software Services Agreement with Camino Inc. for permit and licensing processes.

Development Services Director Dunlop discussed the attached PowerPoint Presentation regarding the software services agreement with Camino Inc. for permit and licensing processes.

Discussion was held regarding the term of the contract and the yearly fee.

Discussion was held regarding the benefits of using the proposed software.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve a Software Services Agreement with Camino Inc. for permit and licensing processes.

There was no further discussion.

**Motion to approve carried 5-1 (Council Member Deja Hill voted against)**

At the direction of Mayor Harvey, Agenda Item No. 24 was conducted next.

**24. Consideration, discussion, and possible action on a proposal for the project of City Branding and Ongoing Communications Services.**

The city staff recommended that the City Council provide authorization to the City Manager to negotiate, enter into, and execute a service agreement with Chickenango substantively similar to the attached Professional Services Agreement Template, for an amount that will be less than \$50,000, to provide the services described in Proposal 2023-7 provided by Chickenango, and satisfy the project goals described in the City of Manor Request for Proposals for Branding and Ongoing Communications.



Assistant City Attorney Rivera discussed the proposed proposal for the project of City Branding and Ongoing Communications Services. She stated that the backup material did not have a Services Agreement Template and recommended for that section to be excluded from the motion.

**MOTION:** Upon a motion made by Council Member Moreno to provide authorization to the City Manager to negotiate, enter into, and execute a service agreement with Chickenango substantively similar to the attached Professional Services Agreement Template, for an amount that will be less than \$50,000, to provide the services described in Proposal 2023-27 provided by Chickenango, and satisfy the project goals described in the City of Manor Request for Proposals for Branding and Ongoing Communications.

Assistant City Attorney Rivera asked Council Member Moreno for an amendment motion to include the removal of the attached Professional Services Agreement Template as she previously explained.

**MOTION:** Upon a friendly amendment to the motion made by Council Member Moreno and seconded by Council Member Weir, to remove the attached Professional Services Agreement.

There was no further discussion.

**Motion to approve carried 6-0**

**19. Consideration, discussion, and possible action on a Stormwater Fee Implementation Scope of Work.**

The city staff recommended that the City Council approve a Stormwater Fee Implementation Scope of Work.

Development Services Director Dunlop discussed the proposed Stormwater Fee Implementation Scope of Work.

Discussion was held regarding the clarification of drainage fees.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Hill, to approve a Stormwater Fee Implementation Scope of Work.

Discussion was held regarding the implementation process.

There was no further discussion.

**Motion to approve carried 6-0**

**20. Consideration, discussion, and possible action on a Coordinated Sign Plan for the Presidential Meadows Retail Center.**

The city staff recommended that the City Council approve a Coordinated Sign Plan for the Presidential Meadows Retail Center.

Development Services Director Dunlop discussed the proposed sign plan request for the Presidential Meadows Retail Center.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve a Coordinated Sign Plan for the Presidential Meadows Retail Center.

There was no further discussion.

**Motion to approve carried 6-0**

**21. Consideration, discussion, and possible action on Letter of Intent for Underwriting Services for Special Assessment Bonds and G-17 (Mustang Valley Public Improvement District).**

The city staff recommended that the City Council select FMSbonds to provide underwriting services for the Mustang Valley PID and approve the Letter of Intent for Underwriting Services for Special Assessment Bonds and G-17 and authorize the City Manager to execute the Letter of Intent.

Assistant City Attorney Rivera discussed the proposed Letter of Intent for Underwriting Services.

Robert Rivera with FMSbonds Municipal Bond Specialists introduced himself and spoke in regard to the bond process and services FMSbonds would provide to the city.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill, to approve and select FMSbonds to provide underwriting services for the Mustang Valley PID and approve the Letter of Intent for Underwriting Services for Special Assessment Bonds and G-17 and authorize the City Manager to execute the Letter of Intent.

There was no further discussion.

**Motion to approve carried 6-0**

**22. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Making a Finding of Special Benefit to the Property in Improvement Area #3 of the Manor Heights Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #3 of the District; Approving an Assessment Roll for Improvement Area #3 of the District; Levying Assessments against Property within Improvement Area #3 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within Improvement Area #3 of the District; Approving an Amended and Restated Service and Assessment Plan; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.**

The city staff recommended that the City Council approve Ordinance No. 708 regarding the levy of assessments in Improvement Area #3 of Manor Heights Public Improvement District and the approval of the Amended and Restated Service and Assessment Plan.

Gregory Miller with Bickerstaff Heath Delgado Acosta LLP discussed the proposed ordinance levying assessments in Improvement Area #3 of the Manor Heights Public Improvement District.

Ordinance No. 708: An Ordinance Of The City of Manor, Texas Making a Finding of Special Benefit to the Property in Improvement Area #3 of the Manor Heights Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #3 of the District; Approving an Assessment Roll for Improvement Area #3 of The District; Levying Assessments Against Property Within Improvement Area #3 of the District; Providing for Payment of The Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property Within Improvement Area #3 of the District; Approving an Amended and Restated Service and Assessment Plan; Providing for Related Matters in Accordance With Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing For Severability.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve Ordinance No. 708 regarding the levy of assessments in Improvement Area #3 of Manor Heights Public Improvement District and the approval of the Amended and Restated Service and Assessment Plan.

There was no further discussion.

**Motion to approve carried 6-0**

**23. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; Providing an Effective Date.**

The city staff recommended that the City Council approve Ordinance No. 709 issuing Manor Heights Public Improvement District Improvement Area #3 Bonds and approving an Indenture of Trust, Bond Purchase Agreement, Limited Offering Memorandum and Continuing Disclosure Agreement of Issuer.

Gregory Miller with Bickerstaff Heath Delgado Acosta LLP discussed the proposed ordinance for the issuance of Improvement Area #3 Bonds for the Manor Heights Public Improvement District.

Ordinance No. 709: An Ordinance Authorizing the Issuance of the City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings With Respect to the Issuance of Such Bonds; Providing an Effective Date.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to approve Ordinance No. 709 issuing Manor Heights Public Improvement District Improvement Area #3 Bonds and approving an Indenture of Trust, Bond Purchase Agreement, Limited Offering Memorandum and Continuing Disclosure Agreement of Issuer.

There was no further discussion.

**Motion to approve carried 6-0**

**25. Consideration, discussion, and possible action on proposed bond propositions.**

The city staff recommended that the City Council provide staff direction on preparing the proposed bond proposition for a future bond election.

Discussion was held regarding the proposed propositions regarding the following.

- recreation center and aquatic center along with land acquisition
- Economic Development
- City Hall and Library
- Police Station
- Warehouse

- Water and Wastewater Infrastructure

Discussion was held regarding what priorities could qualify to move forward with a bond election.

Discussion was held regarding how the water and wastewater impact fees could be completed outside the bond election.

Discussion was held regarding a warehouse facility that could be funded separately and not necessarily be part of the bond issuance.

Discussion was held regarding the proposed positions as follows:

- City Hall and Library
- Recreation Center
- Land acquisition for Park Space
- Land acquisition for Economic Development

Bond Counsel Gregory Miller proposed the possibility of a proposition to list the Recreation Center and land acquisition as one.

Discussion was held on how the proposed propositions could be combined for a better understanding of the ballot.

There was no further discussion.

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 9:17 p.m. on Wednesday, June 21, 2023, in accordance with the requirements of the Open Meetings Law.

### **EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Blue Bluff Development; Section 551.071 and Section 551.087, Texas Government Code to deliberate on the acquisition of real property; and Section 551.074 (Personnel Matters) to review and discuss a study regarding employee compensation* at 9:17 p.m. on Wednesday, June 21, 2023.

The Executive Session was adjourned at 11:38 p.m. on Wednesday, June 21, 2023.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 11:38 p.m. on Wednesday, June 21, 2023.

There was no action taken.

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 11:38 p.m. on Wednesday, June 21, 2023.

These minutes were approved by the Manor City Council on the 5<sup>th</sup> day of July 2023.

**APPROVED:**

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

**ATTEST:**

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





# Camino

Development Guide



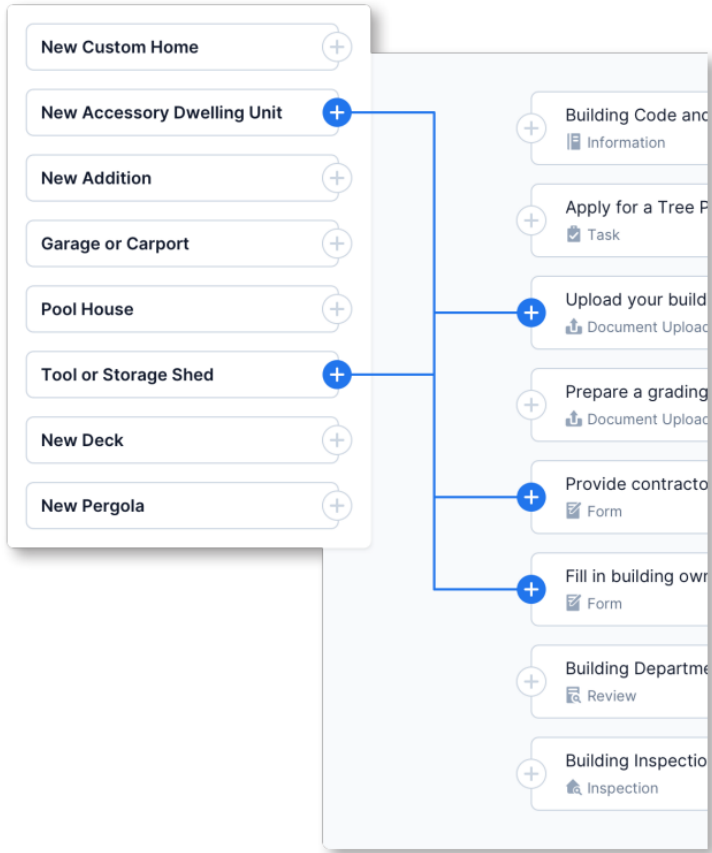
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# Camino | The Guide

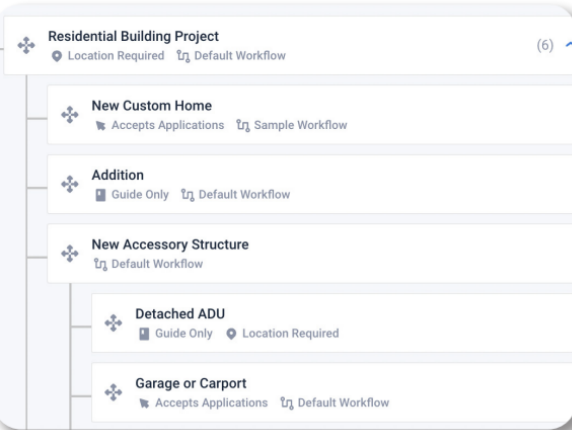
Item 4.



- Camino's guide creates a personalized permit checklist
- Considers multiple department rules & GIS-based regulations
- Can be used across departments and include all forms, resources & fees

# Camino | Configuration

Item 4.



- No-code solution for easy feature building

- Affordable implementation via simple configuration tasks

- Fully configurable software for easy process changes

# Camino | Step-By-Step

Item 4.

Which option below best describes your project?

Q Search by name or description



Residential Projects



Commercial Projects



Sign Permits

Refer to the link to find out if you need a Sign Permit!

[ARTICLE II. - SIGN REGULATIONS](#) | Code of Ordinances | Mineral Wells, T...

Show more



- Guided walkthrough of each part of the application
- Includes all steps, highlights what to be aware of in order to prevent errors

# Camino | Guide Steps

Periodic Inspection Applications › Certificate of Compliance › Mixed Use Building  
23920 Valencia Boulevard, Roseville CA 90000

Summary **Application** Details Documents Map Payments Activ

SUBMISSION-2022-102  
Unsubmitted

BEFORE YOU BEGIN

**Zoning information about your project**  
Information

**Heritage property requirements and acknowledgement**  
Task 5 minutes

APPLICATION INFORMATION

**Fill in a building permit application form**  
Form

**Contractor license information**  
Information Collection

**Building owner information**  
Information Collection

**Contractor proof of insurance documents**  
Document Upload

APPLICATION FEES

**Pay your application fee**

Item 4.

- Organizes information by steps
- Promotes efficiency and time savings for both staff and applicants

# Different Departments

Item 4.

## **Building**

Includes all construction types and relevant approval review processes: reviews, inspections, permit/ Certificate of Occupancy issuance, etc.

## **Licensing**

Business Licensing, Contractor Licensing, Animal Licenses, Liquor Licenses, Short-Term Rentals, Business Tax Receipts (BTR)

## **Planning**

Subdivisions (including Preliminary and Final Plats), Annexations, Planned Unit Development, Signs, Fences

## **Code**

Code Enforcement, Case Management, Violation Tracking, Violation Letters, Resident-Generated or Staff-Generated

## **Public Works**

Encroachment Permits, Right-of-Way Permits, Utility Permits

## **Health**

Food Licenses, Commissary Licenses, Hazardous Facilities, Complaints

# Camino Monthly Value Report

Item 4.

## A Recap of the System's Usage Emailed Each Month



### Camino Monthly Report

October 2021 - Fairfax County, VA

#### How has your community been using your Camino platform

- You had **632 Visitors** to your Camino platform last month
- You reached **457 New Applicants**, providing them with clear and immediate service
- Across visitors, new applicants, and existing applicants, **432 Submissions** were completed

#### Trending Project Types

The following Project Types had the most submissions last month:

1. 118 submissions: Start a Construction Project > Start a Residential Project > Deck
2. 57 submissions: Start a Construction Project > Start a Residential Project > Residential Addition > Residential Addition
3. 54 submissions: Start a Construction Project > Start a Residential Project > Interior Alteration > Interior Alteration

#### 24/7 Support

Of your **432 submissions** last month, **139 submissions (32%) were created outside of working hours** (8:00 am to 5:00 pm). This is an important indicator of when your residents and applicants are making time to get started on their projects.

#### Time Well Spent

To try and help capture our value, we looked at the number of surveys completed, Guides delivered, and comments exchanged. We estimate the time savings could be close to **216 hours**, or about **6 weeks of work**.

Taking that a step further, we took an estimated rate of \$50.00 per hour for a fully burdened full-time employee and think Camino may have helped save about **\$10,800** of staff time.

*As always, please continue to share your questions or feedback.*

*Thank you!*



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## Case Study: McKinney, TX

- ✓ Processing an exploding permit volume without hiring new staff
- ✓ 30% of Applications Submitted outside of Working hours
- ✓ 2,000 Users in First Year

Item 4.

*“Camino has been an outstanding program in the City’s ability to provide excellent and consistent customer service. Furthermore, it has allowed us to be at the forefront of technology for both development departments and city government.”*

**Samantha Pickett**

(Business Systems Specialist, McKinney, TX)





# Camino

Development Guide



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**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Purchase Agreement with Valentin Lopez Dominguez for a wastewater easement with a temporary construction easement.

**BACKGROUND/SUMMARY:**

In conjunction with the Cottonwood Creek West Tributary Wastewater Project, Parcel 7, the City of Manor needs to secure the required utility easement and a temporary construction easement to complete said project, scheduled for the Fall of 2023. The city is seeking a 25’ permanent wastewater utility easement and 25’ temporary construction easement along the designated route for the future wastewater line to be installed. Monetary compensation from the City for the permanent and temporary easements shall be \$21,195.

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

- Purchase Agreement Parcel No. 7

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the Purchase Agreement with Valentin Lopez Dominguez for a wastewater easement with a temporary construction easement in an amount not to exceed \$21,195.00.

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

**CITY OF MANOR PURCHASE AGREEMENT**  
Cottonwood Creek West Tributary Wastewater Project; Parcel 7

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

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Valentin Lopez Dominguez also known as Valentin Lopez** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

*Wastewater Easement Parcel:* All that certain tract, piece or parcel of land consisting of 0.5767 acres (25,121 square feet), more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

*Temporary Construction Easement Parcel:* All that certain tract, piece or parcel of land consisting of 0.7154 acres (31,162 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted and labeled "25' Temporary Construction Easement" on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** TWENTY-ONE THOUSAND ONE HUNDRED NINETY-FIVE AND NO/100'S DOLLARS (**\$21,195.00**) total shall be paid by the City for a permanent and temporary easement to the Wastewater Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

**Closing.** Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

**Title, Final Possession.** Owner agrees at Closing to convey to the City a wastewater easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

**Other Interests.** Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract

that the interests of any parties in possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

**Wastewater Easement and Temporary Construction Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Wastewater Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

**Drainage Improvement Project.** As additional consideration, the City agrees to build concurrently with the wastewater line being placed in the Wastewater Easement an additional drainage improvement project on Owner's property as specified in Exhibit "C," which project will be designed in part for the purposes of improving drainage patterns on Owner's land.

**Temporary Construction Easement for Drainage Improvement Project.** Owner shall also deliver to the City at Closing a duly executed and acknowledged Temporary Construction Easement in substantially the form and substance as set out in Exhibit "D" for purposes of effectuating the Drainage Improvement Project the City has agreed to construct herein.

**Payment.** The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

**Entire Agreement.** The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

**Imminence of Condemnation.** Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

**Right of Re-Purchase if Public Use is Cancelled.** Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

**Compliance.** Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

**Formal Approval.** Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

**Effective Date.** This Purchase Contract shall be effective upon the last date indicated below.

**OWNER:**

Valentin Lopez  
Valentin Lopez Dominguez  
Also known as Valentin Lopez

06/23/2023  
Date

**BUYER:**

**CITY OF MANOR, TEXAS**  
**A Texas home-rule municipality**

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor, Texas

\_\_\_\_\_  
Date

Parcel No. 7  
Project: Cottonwood Creek West Tributary Wastewater Project  
TCAD Tax ID: 502290



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

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

BEING 0.5767 OF ONE ACRE OF LAND (25,121 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 10.143 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO VALENTIN LOPEZ AND HUMBERTINA T. LOPEZ, RECORDED IN DOCUMENT NO. 2013014367, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch rebar with cap stamped "LSI SURVEY" set in the Westerly line of a called 10.139 acre tract of land described in a Warranty Deed with Vendor's Lien to Kenneth D. Daniels and Kitz B. Daniels, recorded in Document No. 2000110544 of said O.P.R.T.C.T. for the Easterly common corner of said 10.143 acre tract and of a called 10.103 acre tract of land described in a Warranty Deed with Vendor's Lien to Raymundo Rebollar, recorded in Document No. 2000171086 of said O.P.R.T.C.T.;

THENCE **North 62°49'40" West** with the Southerly line of said 10.143 acre tract and the common Northerly line of said 10.103 acre tract, a distance of **27.89** feet to a Calculated Point;

THENCE over and across said 10.143 acre tract, the following five (5) courses and distances:

1. **North 17°00'26" West** a distance of **169.21** feet to a Calculated Point;
2. **North 42°55'21" West** a distance of **467.18** feet to a Calculated Point;
3. **North 19°18'16" West** a distance of **240.48** feet to a Calculated Point;
4. **North 62°49'42" West** a distance of **338.78** feet to a Calculated Point; and
5. **North 45°06'58" West** a distance of **39.95** feet to a Calculated Point in the existing Southerly right-of-way line of said Johnson Road and the common Northerly line of said 10.143 acre tract;

THENCE with the existing Southerly right-of-way line of said Johnson Road and the common Northerly line of said 10.143 acre tract, the following two (2) courses and distances:

1. Along a curve to the **Right** having a radius of **73.84** feet, an arc length of **34.36** feet, a delta angle of **26°39'39"**, and a chord which bears **South 76°09'05" East** a distance of **34.05** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set; and
2. **South 62°49'42" East** a distance of **351.69** feet to a Calculated Point, from which a 1/2-inch rebar found in the existing Southerly right-of-way line of said Johnson Road for the Northerly common corner of said 10.143 acre tract and of said 10.139 acre tract, bears South 62°49'42" East a distance of 298.61 feet;


THENCE over and across said 10.143 acre tract, the following two (2) courses and distances:

1. **South 19°18'16" East** a distance of **244.29** feet to a Calculated Point; and
2. **South 42°55'21" East** a distance of **467.60** feet to a Calculated Point in the East line of said 10.143 acre tract and the common West line of said 10.139 acre tract, from which said Northerly corner of said 10.143 acre tract and of said 10.139 acre tract bears North 17°00'26" West a distance of 456.57 feet;

THENCE **South 17°00'26" East** with the Easterly line of said 10.143 acre tract and the common Westerly line of said 10.139 acre tract, a distance of **193.24** feet the **POINT OF BEGINNING** and containing 0.5767 of one acre of land (25,121 Sq. Ft.), more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

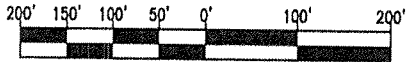
This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

 12/07/2022  
 Frank W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 22-021  
 Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT 7.DWG

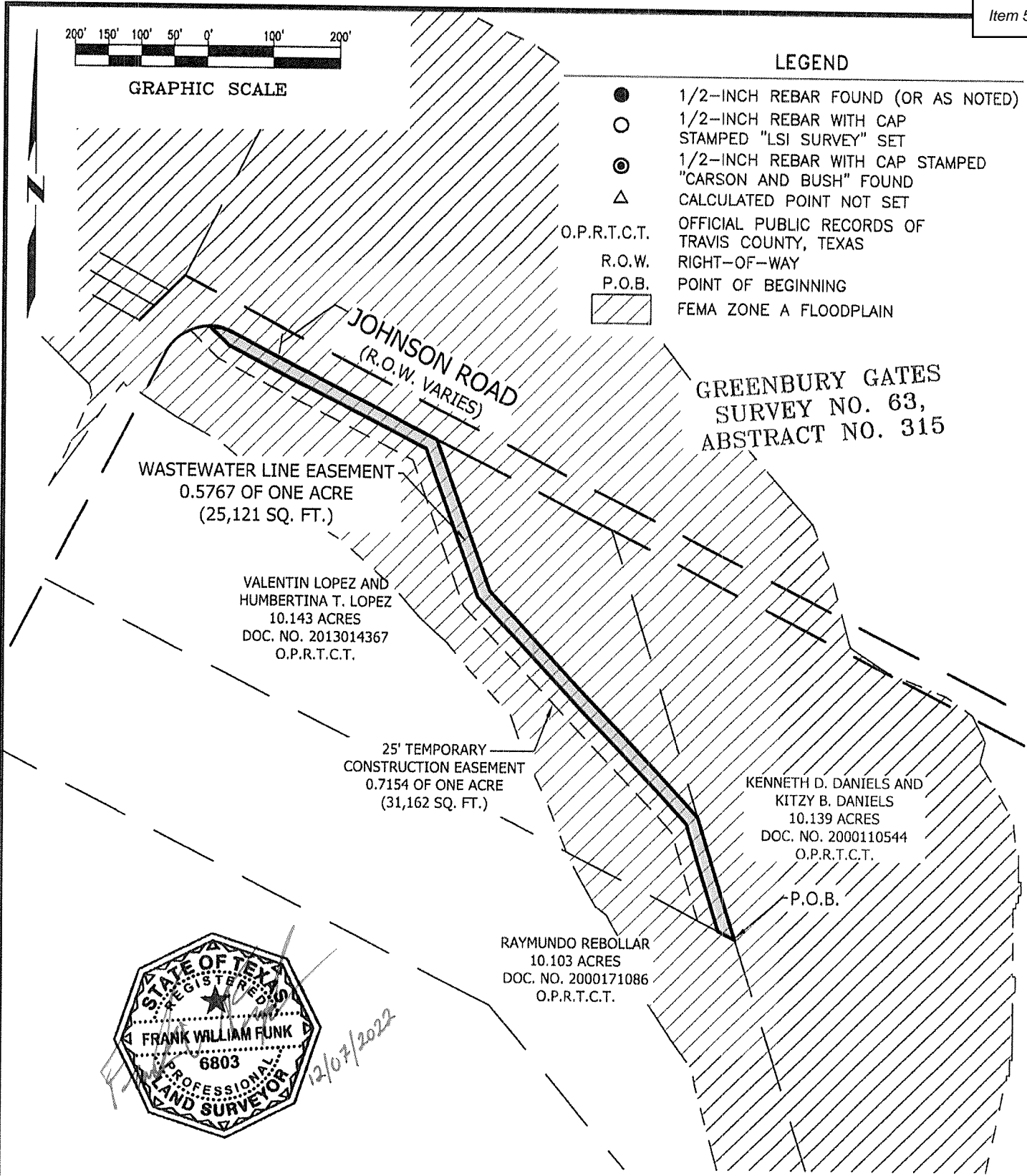




GRAPHIC SCALE

LEGEND

- 1/2-INCH REBAR FOUND (OR AS NOTED)
- 1/2-INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET
- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "CARSON AND BUSH" FOUND
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- FEMA ZONE A FLOODPLAIN



GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315

WASTEWATER LINE EASEMENT  
0.5767 OF ONE ACRE  
(25,121 SQ. FT.)

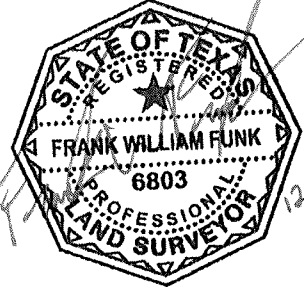
VALENTIN LOPEZ AND HUBERTINA T. LOPEZ  
10.143 ACRES  
DOC. NO. 2013014367  
O.P.R.T.C.T.

25' TEMPORARY CONSTRUCTION EASEMENT  
0.7154 OF ONE ACRE  
(31,162 SQ. FT.)

KENNETH D. DANIELS AND KITZY B. DANIELS  
10.139 ACRES  
DOC. NO. 2000110544  
O.P.R.T.C.T.

P.O.B.

RAYMUNDO REBOLLAR  
10.103 ACRES  
DOC. NO. 2000171086  
O.P.R.T.C.T.

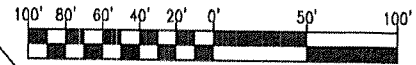


\*SEE SHEETS 4-5 FOR DETAIL VIEW

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 7			
DRAWING FILE PATH:			
K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH:			
K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 05	FIELDBOOKS 13/419	SCALE: 1" = 200'	

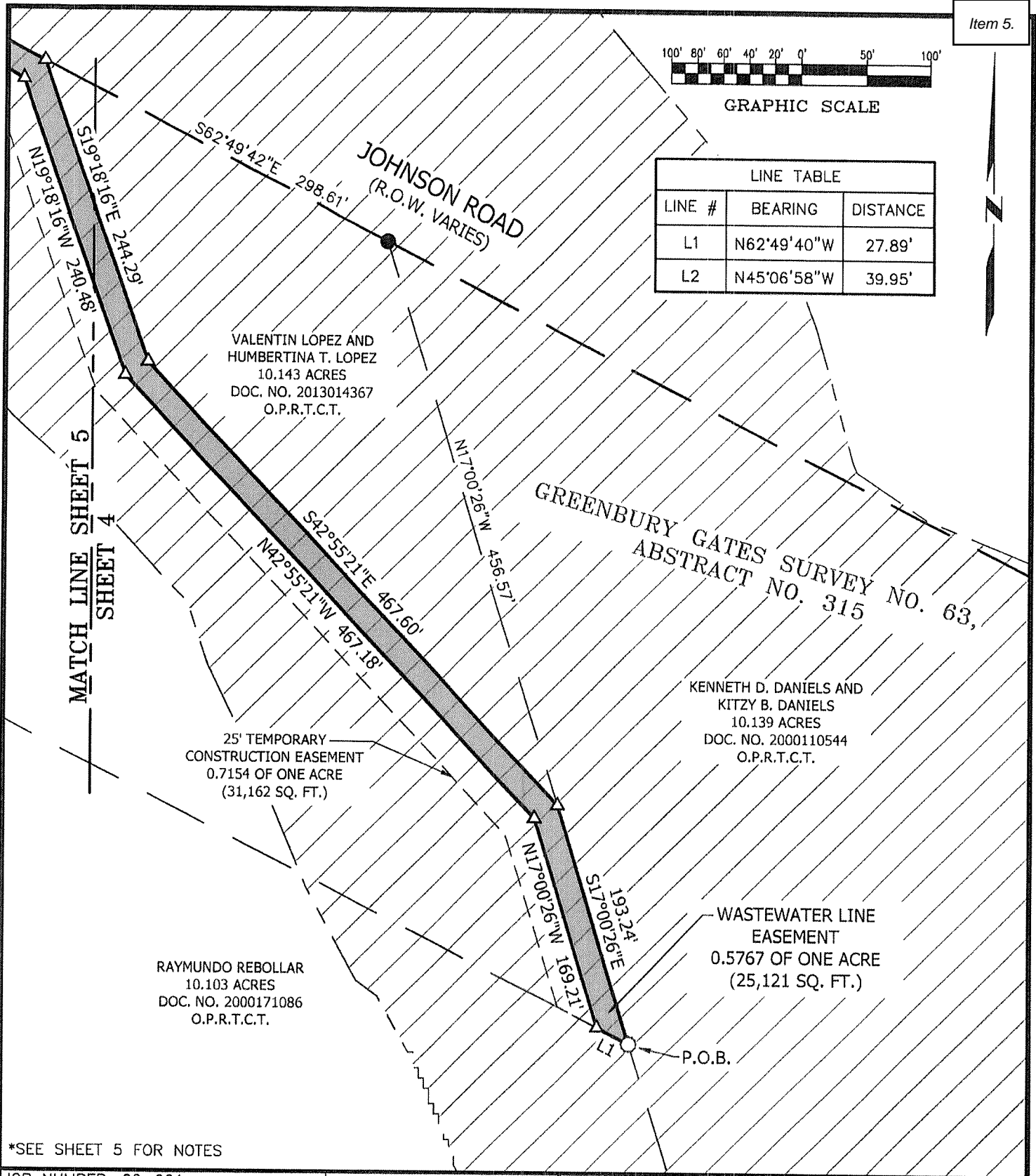


10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901



GRAPHIC SCALE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N62°49'40"W	27.89'
L2	N45°06'58"W	39.95'



\*SEE SHEET 5 FOR NOTES

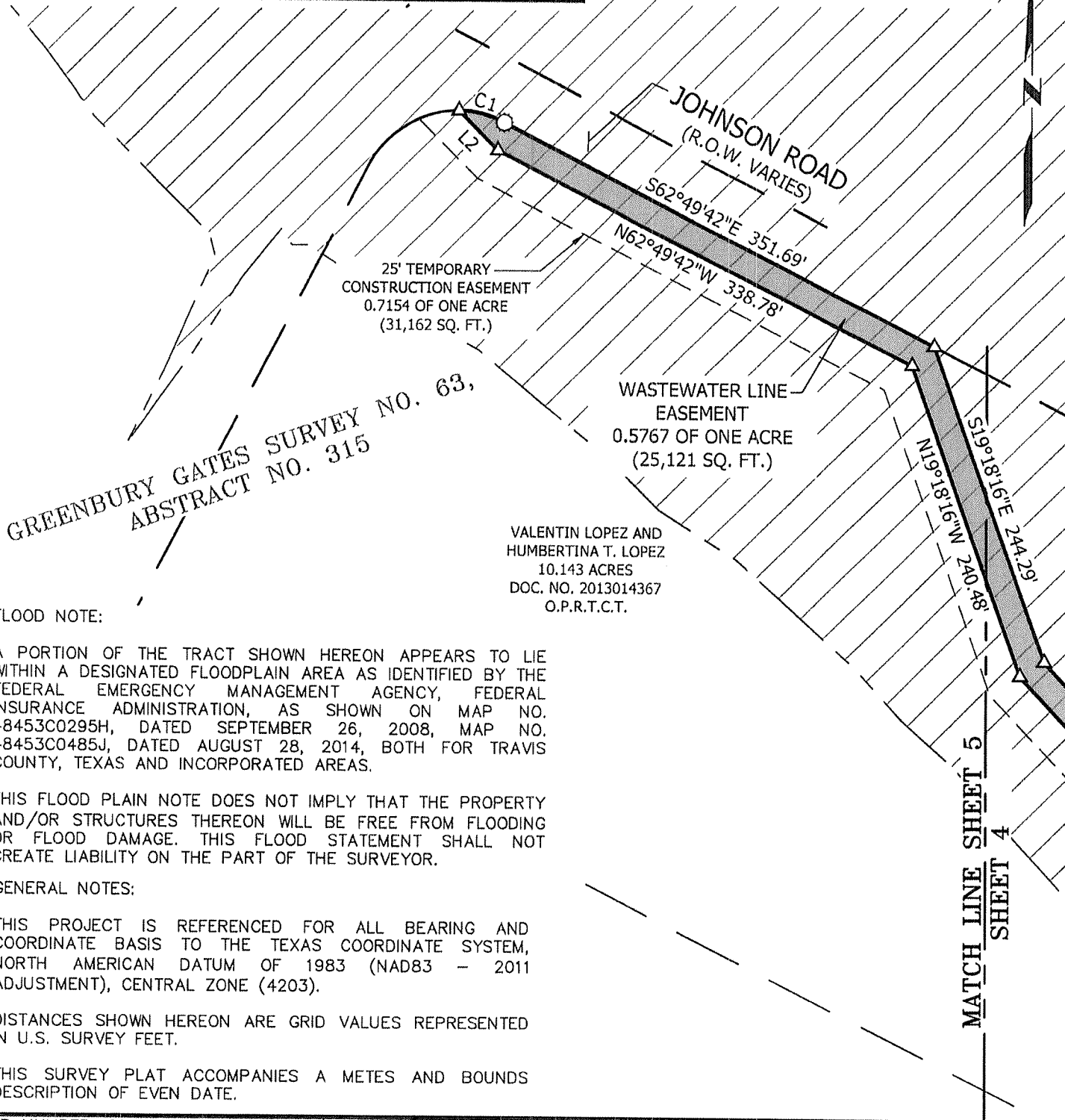
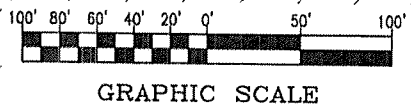
JOB NUMBER: 22-021	DATE: 12/06/22
PROJECT NAME: JAY MANOR CIP	
DRAWING NAME: CC OS WWL ESMT 7	
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS	
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: TN	CHK BY: HAS
SHEET 04 of 05	SCALE: 1" = 100'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
 TBPELS FIRM NO. 10001800  
 512-238-7901

Item 5.

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	73.84'	34.36'	26°39'39"	S76°09'05"E	34.05'



FLOOD NOTE:

A PORTION OF THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN A DESIGNATED FLOODPLAIN AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48453C0295H, DATED SEPTEMBER 26, 2008, MAP NO. 48453C0485J, DATED AUGUST 28, 2014, BOTH FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

JOB NUMBER: 22--021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 7			
DRAWING FILE PATH:			
K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH:			
K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 05		FIELDBOOKS 13/419	
		SCALE: 1" = 100'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
 TBPELS FIRM NO. 10001800  
 512-238-7901

MATCH LINE SHEET 5  
SHEET 4

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

**EXHIBIT "B"**

**WASTEWATER EASEMENT  
AND TEMPORARY WORKSPACE EASEMENT**

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

That, **Valentin Lopez Dominguez also known as Valentin Lopez ("Grantor")**, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 0.5767 acres, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 0.5767 acre parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the west being approximately 0.7154 acres in size, more or less, and being depicted graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASEMENT," for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a wastewater pipeline and appurtenances thereto.

**Grantee** shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

**Grantor** may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**, in **Grantee's** sole determination.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

**Grantee** shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

**Grantee** agrees that upon completion of construction of the Project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction. **Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **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, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public wastewater utility lines, and for making connections therewith.

**GRANTOR:**

\_\_\_\_\_  
Valentin Lopez Dominguez  
Also known as Valentin Lopez

\_\_\_\_\_  
Date

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

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

\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

The foregoing instrument was executed before me by Valentin Lopez Dominguez also known as Valentin Lopez on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public-State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public-State of Texas

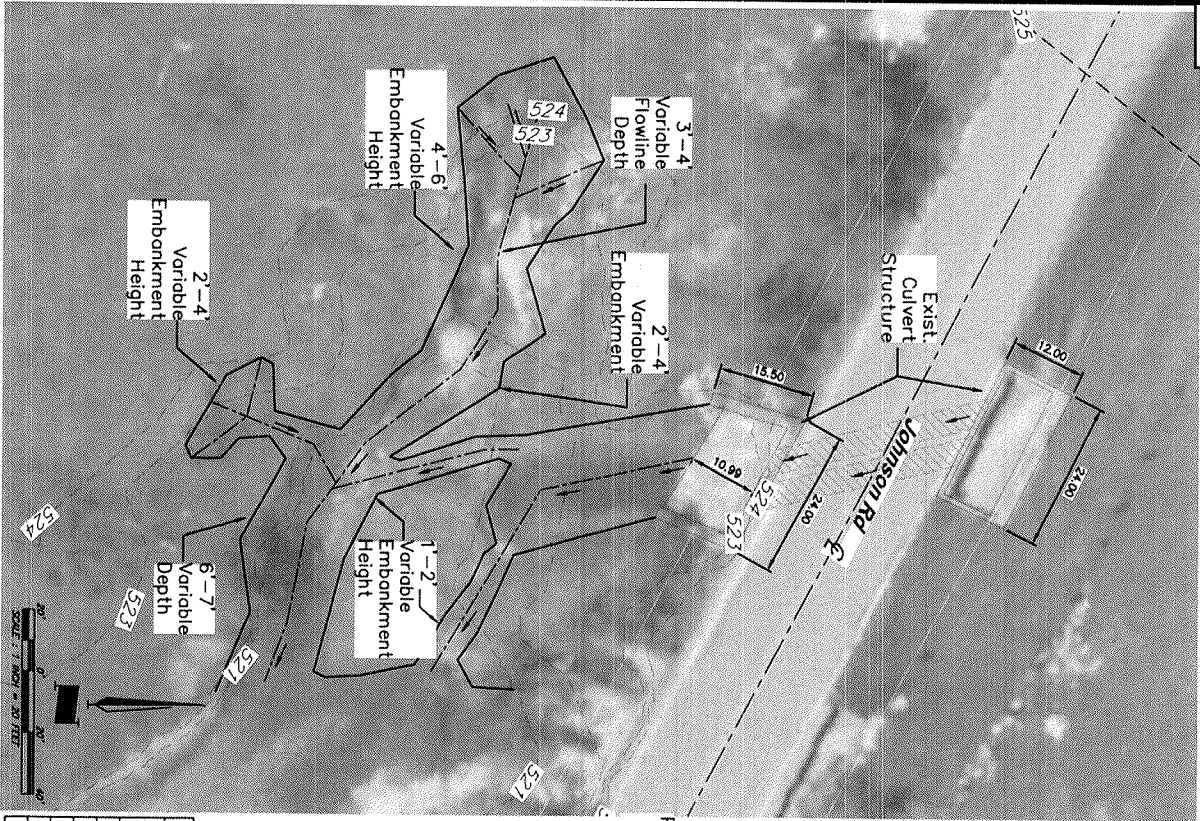
**Project Name:**       Cottonwood Creek West Tributary Wastewater Project  
**Parcel No.**           7  
**TCAD PID No.:**     502290

**AFTER RECORDING RETURN TO:**  
City of Manor  
105 E. Eggleston  
Manor, Texas 78653



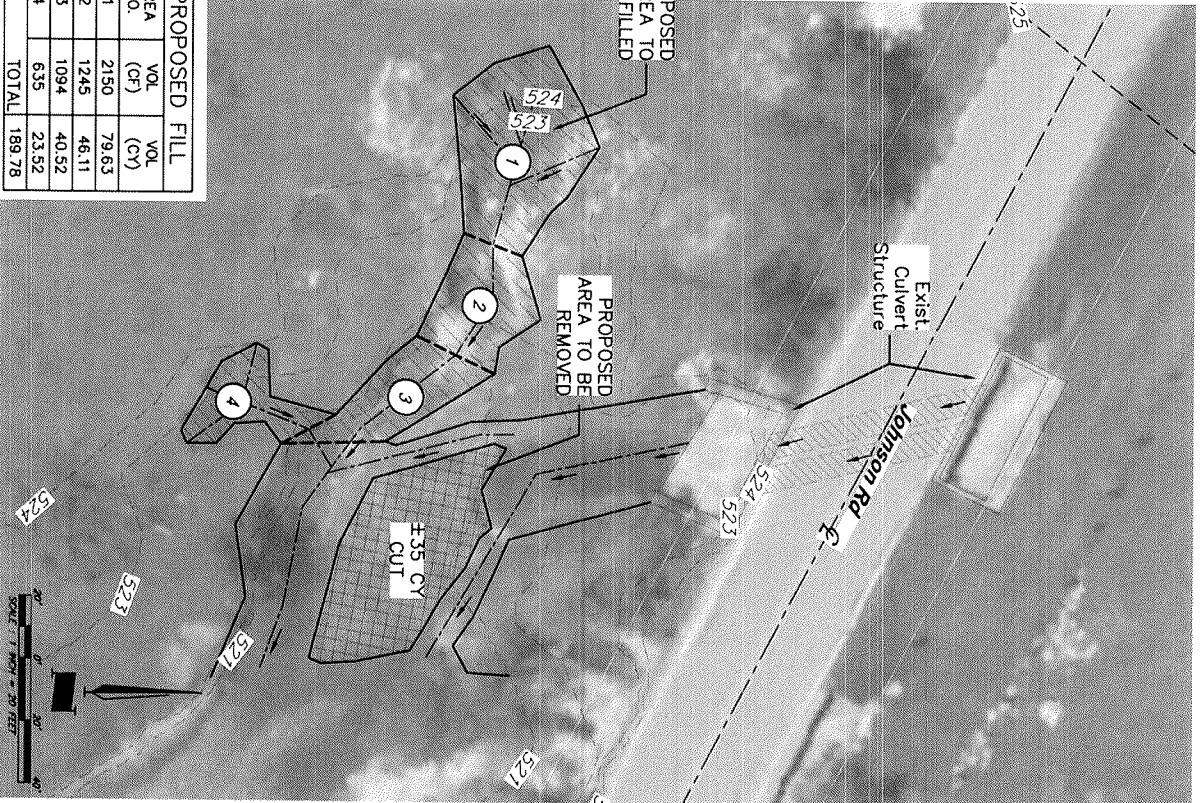
Item 5.

**EXISTING  
CONDITIONS**



AREA NO.	VOL (CF)	VOL (CY)
1	2150	79.63
2	1245	46.11
3	1094	40.52
4	635	23.52
<b>TOTAL</b>	<b>5124</b>	<b>189.78</b>

**PROPOSED  
IMPROVEMENTS**



**LEGEND**

- PROPOSED AREA TO BE REMOVED
- PROPOSED AREA TO BE FILLED
- PROPOSED RIPRAP
- FLOW DIRECTION

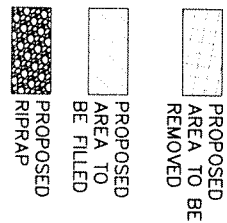
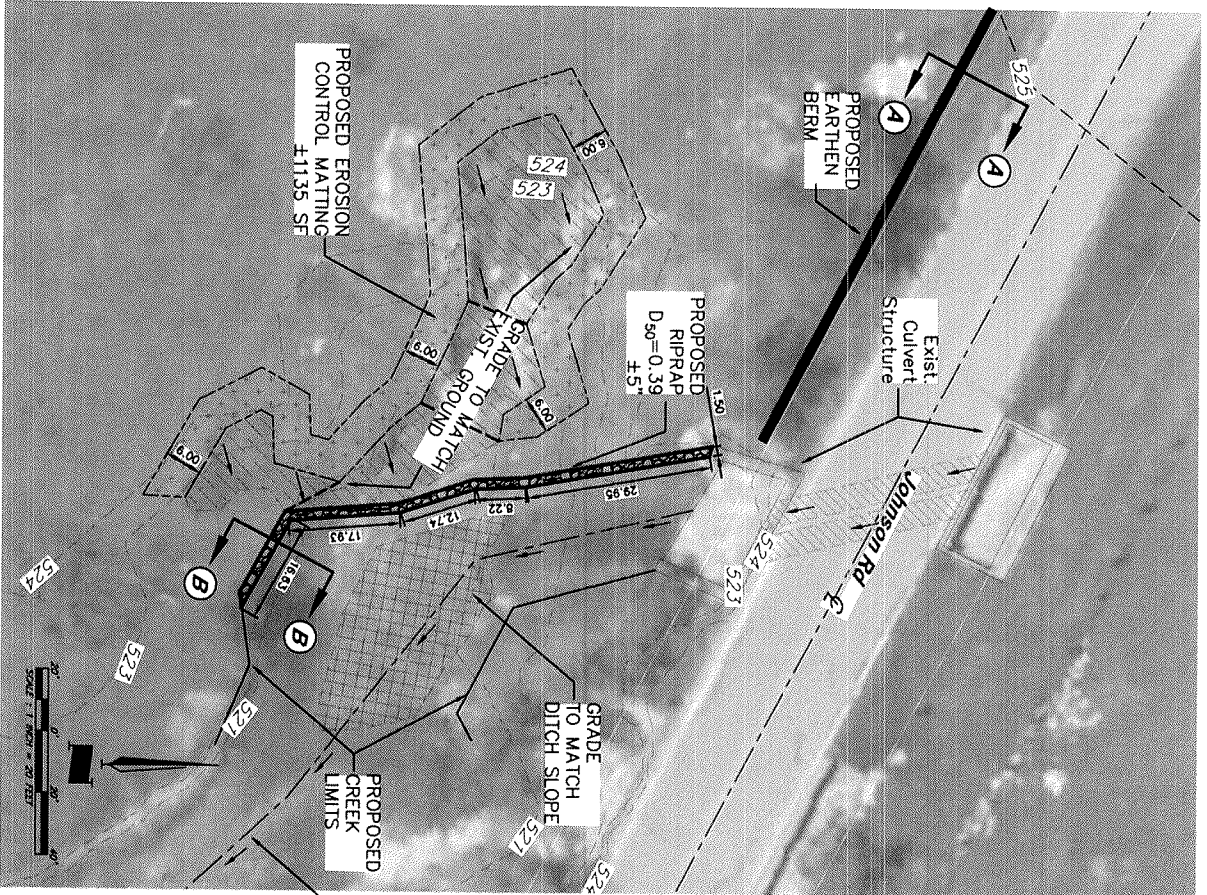
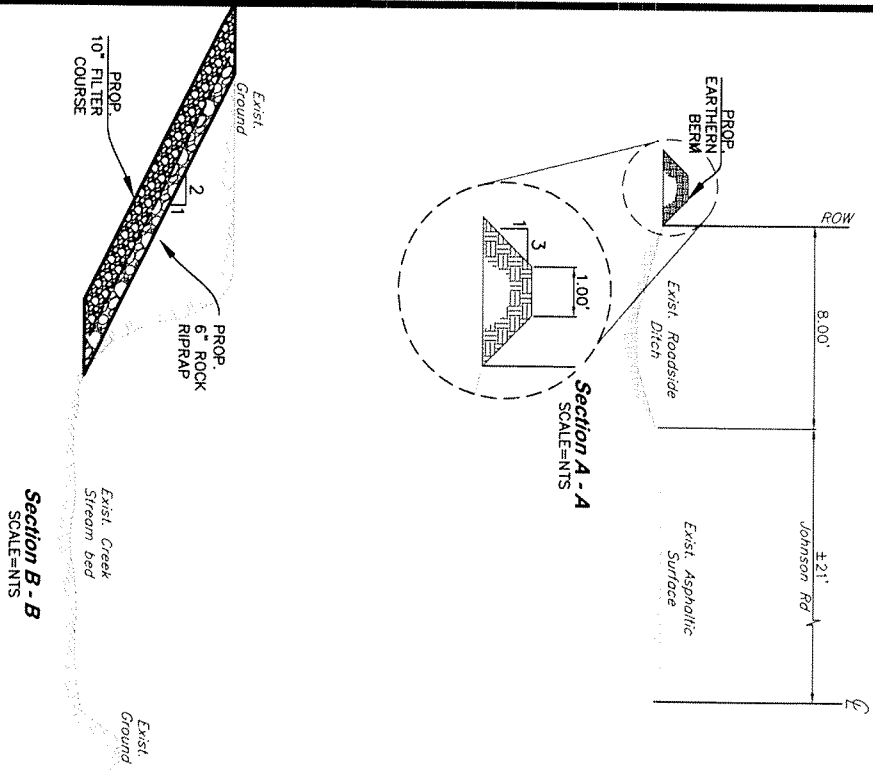
EXHIBIT "C"  
Page 1 of 2

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**COTTON WOOD CREEK WEST TRIBUTARY**  
CREEK IMPROVEMENTS  
Manor, TX



PROJECT NUMBER	15128.00
DATE	05/30/2023
SHEET NUMBER	1 of 2



**COTTON WOOD CREEK WEST TRIBUTARY**  
CREEK IMPROVEMENTS  
Manor, Tx



PROJECT NUMBER	15128.00
DATE	05/30/2023
SHEET NUMBER	2 of 2

**TEMPORARY CONSTRUCTION EASEMENT**

EXHIBIT "D"

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

Page 1 of 3

THAT **Valentin Lopez Dominguez a/k/a Valentin Lopez** of the County of Travis, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to Grantors, in hand paid by the City of Manor ("Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied, is retained, has this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Manor, a municipal corporation situated in the County of Travis, State of Texas, a Temporary Construction Easement, ("Temporary Easement") upon, over and across the following-described parcel of real property, with said parcel being subsequently referred to herein as "The Property:"

That certain tract of land totaling 40,594 square feet, more or less, lying and being situated in Travis County, Texas, and described graphically on Exhibit "A," attached hereto and made a part hereof for all purposes

TO HAVE AND TO HOLD the same to Grantee, its contractors, agents, successors and assigns, together with the right and privilege at any and all times during the period of this easement to enter The Property for the purposes of construction, reconstruction, construction excavation, temporary access, traffic re-routing, spoil storage, equipment storage, and any and all other uses necessary or desirable to effectuate construction of a drainage improvement project incident to Grantor's concurrent construction of an adjacent wastewater line and also for the benefit of Grantor's adjoining lands ("Drainage Improvement Project"), upon the condition that Grantee will after doing any work in connection with the construction of said project repair and restore the premises to a like condition that existed prior to construction to the extent such restoration is reasonably feasible in Grantee's sole discretion.

The Temporary Construction Easement shall commence upon Grantee's initiation of actual construction of the Drainage Improvement Project and will expire upon the earlier of (a) completion of construction of the Drainage Improvement Project or (b) twelve (12) months from Grantee's commencement of work, whichever first occurs.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described Easement and rights unto the said Grantee, its successors and assigns, against every persons whomsoever lawfully claiming or to claim the same or any part thereof. This Easement is made and accepted subject to all easements, restrictions and other matters of record in the Official Public Records of Travis County, Texas.

IN WITNESS HEREOF, Grantors have caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTORS:**

\_\_\_\_\_  
VALENTIN LOPEZ DOMINGUEZ  
a/k/a VALENTIN LOPEZ

**ACKNOWLEDGMENT**

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

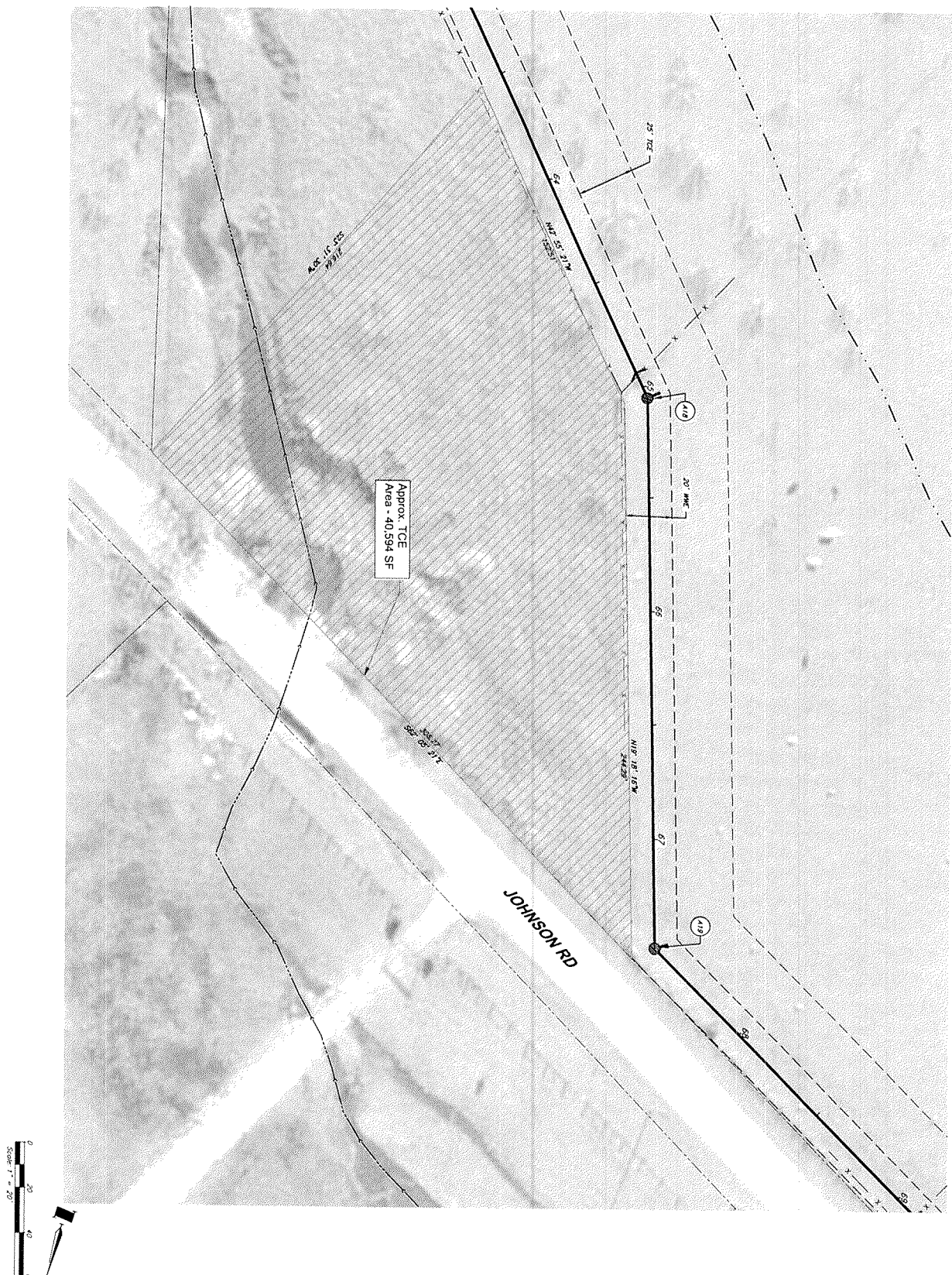
This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Valentin Lopez Dominguez, also known as Valentin Lopez.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Law Offices of Kent Alan Sick  
1114 Lost Creek Blvd. Ste 310  
Austin, Texas 78746





**GBA**  
**architects**  
**engineers**  
 1500 CR 268  
 Leander, Texas 78641  
 512.259.3882  
 www.gbainc.com  
 Texas Engineering Firm  
 #242

**COTTONWOOD CREEK WEST TRIBUTARY  
 SANITARY SEWER IMPROVEMENTS**  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

NOT APPROVED FOR  
 CONSTRUCTION  
 PRELIMINARY PLAN

REVISION	
DATE	
DESIGNED	
DRAWN	
CHECKED	
IN CHARGE	
PROJECT NUMBER	
SHEET NUMBER	1



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an Interlocal Cooperation Agreement for Public Health Services between the City of Austin and the City of Manor.

**BACKGROUND/SUMMARY:**

Austin and Manor first entered into an interlocal agreement where Austin provides certain public health services (namely for plan review, permit issuance, inspections, complaint investigations, and administrative enforcement of Food Enterprises, Swimming Pools and Spas, and Custodial Care establishments) to Manor in exchange for compensation from the parties requiring the services in the form of inspection, permit and other fees as may be in effect from time to time. The initial term started 10/1/18 and was renewed four times. Austin wishes to enter into another interlocal agreement with Manor to replace the expired agreement, under the same basic terms, effective 10/1/23 and ending 9/30/24, and renewable four times as per the previous document.

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

- Interlocal Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the Interlocal Agreement for Public Health Services between the City of Austin and the City of Manor and authorizes the City Manager to execute the agreement after legal review.

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

June 14, 2023

Scott Moore, City Manager  
City of Manor  
PO Box 387  
Manor, Texas 78653

Dear Mr. Moore:

Attached is the new five-year Interlocal Cooperation Agreement set to begin on October 1, 2023. For Austin Public Health to continue providing services on this date, a new agreement is needed. Accordingly, enclosed are two originals of the Interlocal Agreement for specific Public Health Services for your city and a copy of our department's current fee schedule.

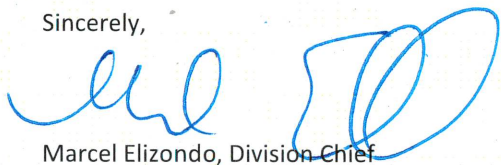
Please execute the five-year contract copies by having your authorized city official sign both hard copies and then mail them both back to us.

Upon receipt, we will execute approval of the contracts on our end and send you a complete original contract.

Please know that it is a pleasure to serve the City of Manor, and we look forward to our future meetings with you and your staff to discuss how Austin Public Health can best assist in providing continued professional environmental and consumer health protection to the citizens of Manor.

Should you have questions or need additional information in the meanwhile, please do not hesitate to contact Todd Mers at (512) 978-0358 or by email at [todd.mers@austintexas.gov](mailto:todd.mers@austintexas.gov).

Sincerely,



Marcel Elizondo, Division Chief  
Environmental Health Services Division  
Austin Public Health

cc: Adrienne Sturup, Director, APH  
Joe Castelan, Administrative Manager, APH/ EHSD  
Todd Mers, Program Manager II, APH/ EHSD  
Andy Thompson, Program Manager II, APH/ EHSD

Attachments

ME/tm





**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC HEALTH SERVICES  
BETWEEN THE CITY OF AUSTIN AND THE CITY OF MANOR**

This Agreement for Public Health Services (“Agreement”) is made and entered into by and between the City of Austin, a municipal corporation and political subdivision of Texas ("Austin") and the City of Manor, Travis County, a municipal corporation and political subdivision of Texas (“Manor”), together the “parties,” and each individually, a “party.”

RECITALS

Austin and Manor have the authority to provide for the enactment and enforcement of ordinances for the general welfare and health of local citizens under Chapter 51 of the Local Government Code and other statutes.

Austin has established a public health department to provide for and promote public health through the enforcement of laws and ordinances governing activities affecting public health in Austin.

Manor has adopted public health ordinances and wishes to secure certain health inspection services from Austin.

Austin has experienced and trained personnel that can provide inspection services to Manor in a way that would be more efficient than efforts by Manor to provide those same services directly to its residents.

Austin and Manor have the authority to enter into this Agreement under Chapter 791 of the Texas Government Code and Chapter 121 of the Health and Safety Code.

NOW, THEREFORE, in consideration of the agreements and consideration set forth below, the amount and sufficiency of which are hereby acknowledged, Manor and Austin agree as follows:

1.0 DEFINITIONS

- 1.01 "Austin " means City of Austin, Texas.
- 1.02 “Custodial Care” means a general environmental health and safety inspection conducted at the request of a facility operator or resident to fulfill the requirements of the state licensing agency for child care, adoption or foster care.
- 1.03 "Director" means the Director of Austin Public Health.
- 1.04 “Food Enterprise” has the same meaning set forth in the Austin City Code but does not include farmers markets.
- 1.05 "Mayor" means the Mayor of Manor or his or her successor.
- 1.06 "Fiscal Year" means the twelve-month time-period between October 1 and

September 30 of the following year.

- 1.07 “Swimming Pool and Spas” has the same meaning established in Title 25, Chapter 265 of the Texas Administrative Code and the 2018 International Swimming Pool and Spa Code.

## 2.0 AGREEMENT TERM

Initial Term. This Agreement will be effective for a 12-month term beginning October 1, 2023 and ending September 30, 2024, unless sooner terminated under the terms of this Agreement.

It is understood and agreed that in no event shall any provision of this Agreement or any contract entered into under the terms of this Agreement be interpreted to obligate either party to provide funding or services beyond the revenues currently available to the party.

Renewal Term(s). This Agreement may be renewed for an additional four (4) successive 12-month terms upon written approval of the parties.

## 3.0 RESPONSIBILITIES OF AUSTIN

### 3.01 Austin shall:

3.01.1 Conduct inspections and help administer and enforce state laws and Manor’s ordinances regulating Food Enterprises, Swimming Pools and Spas, and Custodial Care establishments. More specifically, Austin shall conduct plan review, permit issuance, inspections and complaint investigations, and shall participate in Manor’s administrative enforcement as described in Section 3.03 of the Agreement.

3.01.2 Prepare and maintain case files of completed inspections, and inform Manor of the results of such inspections and any recommendations for action by Manor.

3.01.3 Ensure Austin-staff is available to testify at court proceedings in the event suit is brought regarding the services provided under this Agreement or Manor’s enforcement actions.

3.01.4 Collect all fees related to inspection, permitting and plan review activities as provided for in this Agreement from affected businesses based on fee rates set forth in Exhibit A or as otherwise amended by the Austin City Council.

3.02 Austin shall have no duty to perform the following activities, and Manor agrees to be fully responsible for the following:

3.02.1 Initiate or prosecute civil or criminal suits resulting from complaints or cases

investigated under this Agreement.

3.02.2 Schedule or conduct enforcement hearings.

3.02.3 Assess or collect any penalties, fines or liens.

3.02.4 Issue permits, or inspect or investigate complaints, regarding farmers markets operations.

3.03 Enforce state law(s) and any applicable Manor ordinances, which shall be limited to on-site investigations, issuance of notices, attempts to secure voluntary compliance, and the provision of witness testimony and evidence by Austin-staff at administrative hearings before the Manor City Council or its delegate.

#### 4.0 RESPONSIBILITIES OF MANOR

4.01 Manor shall:

4.01.1 Authorize personnel of Austin Public Health, to act as its agents in enforcing state law and any applicable Manor ordinances.

4.01.2 Provide Austin certified copies of any Manor ordinances intended to be enforced in accordance with this Agreement.

4.01.3 Schedule and conduct required legal enforcement hearings related to services rendered under this Agreement. Additionally, Manor will be responsible for implementing legal enforcement measures that result from enforcement hearings.

4.01.4 Assess and collect fines and penalties and enforce liens.

4.01.5 Notify Austin Public Health regarding Food Enterprises or Swimming Pools and Spas for which Manor has received a site plan or building permit application

#### 5.0 MUTUAL RESPONSIBILITIES

Austin and Manor agree to meet annually to establish and evaluate operating policies and procedures and make adjustments or changes that may mutually benefit both parties, unless otherwise scheduled by mutual agreement.

#### 6.0 COMPENSATION

In consideration of the services to be provided by Austin under this Agreement, Manor

grants to Austin the exclusive right to bill, collect, and retain all inspection, permit and other fees from residents and businesses located within the corporate limits of Manor, Texas based on fee rates set forth in Exhibit A, incorporated herein for all purposes, or as otherwise amended by Austin City Council.

By approving this Agreement, Manor hereby adopts the fees described in Exhibit A, waives all rights to fees collected by Austin, and designates Austin as its exclusive agent for purposes of providing the services and collecting the related fees as described in this Agreement. The parties agree that Austin shall bill and collect fees in accordance with Austin policies and procedures.

In recognition of the fact that Austin's only compensation under this Agreement will be the fees it is able to collect from Manor's residents and businesses, Manor agrees to promptly take action against any resident or business that fails to pay a fee in a timely manner.

7.0 ENTIRE AGREEMENT

All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

8.0 RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS AND REPORTS

8.01 Original Records. Austin, on behalf of Manor, shall create and maintain files and records regarding permits, investigations and enforcement activities undertaken under this Agreement. All original records shall belong to Austin. Manor shall be entitled to make and retain such copies as may be necessary to document its work.

8.02 Record Retention. Austin shall maintain the original of all routine fiscal and performance records and documentation of its activities performed under this Agreement in a readily available state and location until the later of: a) the completion by Manor of an audit in conformance with generally accepted accounting principles and procedures for governmental organizations or b) three (3) years after the Agreement term in which the activity occurred. Manor shall maintain records related to this Agreement in accordance with applicable government records retention schedules.

8.03 Manor Access. Austin shall give Manor, or its duly authorized representatives, full and reasonable access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Austin pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Austin.

8.04 Manor Audit. Manor has the right to conduct an annual financial and compliance audit of Austin's performance of this Agreement. Austin shall permit Manor, or its duly

authorized representatives, to audit Austin's records that relate to this Agreement and to copy, at Manor's expense, any document, materials or information necessary to facilitate these audits.

8.05 Austin Access. Manor shall give Austin, or its duly authorized representatives, full and reasonable access to and the right to copy and examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Manor pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Manor. As requested by Austin, Manor shall certify to Austin the financial records relating to the performance of this Agreement.

9.0 AGENCY

The parties expressly acknowledge and agree that the actions of Austin personnel while in the performance of duties authorized by this Agreement shall be deemed to be the actions of Manor. However, no employee of Austin shall be considered an employee of Manor for purposes of gaining any rights or benefits available to an employee of Manor pursuant to Manor's personnel policies.

10.0 ON-SITE MONITORING

Manor has the right to perform periodic on-site monitoring of Austin's compliance with the provisions of this Agreement and of the adequacy and timeliness of Austin's performance under this Agreement.

11.0 TERMINATION AND REMEDIES, CANCELLATION

11.01 Breach. Either party may terminate this Agreement if the other is in breach of an obligation and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. If more than thirty (30) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted.

11.02 Termination. Either party has the right to terminate this Agreement, in whole or in part, as follows:

11.02.1 The other party fails to comply with a term or condition of this Agreement and failed to cure the breach in accordance with Section 11.01 of the Agreement;

11.02.2 The party is unable to conform to changes required by federal, state or local laws or regulations; or

- 11.02.3 The governing body of either party fails to approve funding sufficient to meet its obligations under the Agreement during their annual budget planning and adoption process.
- 11.03 Procedure for Termination. In the event of termination under Section 11.02.2 or 11.02.3 of the Agreement, the party desiring to terminate shall notify the other party in compliance with the notice provisions described in Section 14 of the Agreement regarding the decision to terminate and specify an effective date of termination that is at least thirty (30) days after that notice and, in the case of partial termination, the portion of the Agreement to be terminated.
- 11.04 Termination Without Cause. Either party may terminate this Agreement at any time, in whole or in part, without cause, upon providing at least sixty (60) days written notice to the other party.
- 11.05 Rights Surviving Termination. City's right to bill and collect any fee that became due during the term of this Agreement shall survive the termination of this Agreement.

## 12.0 AMENDMENTS

This Agreement may be amended only in a writing approved by each party's governing body and signed by an authorized representative of each party.

## 13.0 LIABILITIES, CLAIMS

- 13.01 Liability. Austin shall not be liable for any claims, damages or attorney's fees arising from negligence or unlawful acts of Manor or Manor's agents arising from the performance of duties or responsibilities under this Agreement. Manor shall not be liable for any claims, damages or attorney's fees arising from acts of Austin or Austin's employees conducted outside the scope of this Agreement.
- 13.02 Claims. If any claim or other action, including proceedings before an administrative agency, is made or brought by a person, firm, corporation or other entity against Austin or Manor relating to the performance of the obligations under this Agreement, the party receiving notice of the claim shall give written notice to the other party of the claim or other action within three (3) working days after being notified of it or the threat of it, such notice to include: the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner described in Section 14 of the Agreement. Except as otherwise directed, each party shall furnish the other with copies of all pertinent papers received by that party with respect to such claims or actions.

## 14.0 NOTICES

14.01 Written Notice. Unless otherwise specified, all notices to be given to either party under this Agreement shall be in writing and may be delivered by courier or sent via electronic mail or postage pre-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated below, upon receipt in case of hand delivery or electronic mail, and three (3) days after deposit in the U.S. Mail, in case of mailing.

14.02 Manor Address. The address of Manor for all purposes under this Agreement and all notices hereunder shall be:

City Manager  
 City Hall  
 City of Manor  
 105 E. Eggleston Street  
 Manor, Texas 78653  
 Email: \_\_\_\_\_

14.03 City of Austin Addresses. The addresses of Austin for all purposes under this Agreement and all notices hereunder shall be:

City of Austin  
 Office of the City Manager  
 City Hall  
 301 West 2<sup>nd</sup> Street, Third Floor  
 Austin, Texas 78767

With copies to:

Adrienne Sturup, Director (or successor)  
 Austin Public Health Department  
 7201 Levander Loop, Building E  
 Austin, Texas 78702  
 Email: Adrienne.Sturup@austintexas.gov

Marcel Elizondo, Division Chief (or successor)  
 Austin Public Health Department  
 P.O. Box 142529  
 Austin, Texas 78714  
 Email: Marcel.Elizondo@austintexas.gov

14.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with Section 14.01 of the Agreement.



15.0 LAW AND VENUE

This Agreement is governed by the laws of the State of Texas and all obligations under it are performable in Travis County, Texas. It is expressly understood that venue for any lawsuit or dispute arising out of or relating to this Agreement will be in Travis County.

16.0 COMPLIANCE WITH LAWS

Austin and Manor shall observe and comply with the Constitutions of the United States and the State of Texas, and all applicable federal, state, City of Austin and Manor laws, rules, ordinances and regulations affecting the conduct and performance of all obligations undertaken pursuant to this Agreement.

17.0 RESERVATION OF RIGHTS AND REMEDIES, NON-WAIVER; NO JOINT VENTURE

17.01 Rights and Remedies. If either party breaches this Agreement, the other party shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of Manor and Austin, respectively, under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right under this Agreement. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

17.02 Non-Waiver. One or more acts of forbearance by either party to enforce any provision of this Agreement or any payment, act or omission by either party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default of the other party which then exists or may subsequently exist.

17.03 Immunity or Defense. It is expressly understood and agreed that, in the execution of this Agreement, neither Austin nor Manor waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

17.04 No Joint Venture or Joint Enterprise/No Third Party Beneficiaries. This Agreement shall not be construed to establish a joint venture or joint enterprise by the parties, nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person, or entity not a party to this Agreement.

18.0 ASSIGNABILITY

Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by both parties that no officer, agent, employee or representative of either party has any authority to assign any part of this Agreement unless expressly granted that authority by the party's governing body.

19.0 BINDING CONTRACT

Subject to Section 18.0, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

20.0 SEVERABILITY

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

21.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

22.0 INTERPRETATIONAL GUIDELINES

22.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either party has declared a holiday for its employees it shall be omitted from the computation.

22.02 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

23.0 DESIGNATION OF CODE ENFORCEMENT OFFICERS

Approval of this Agreement by Manor City Council constitutes Manor's designation of its authority to enforce Manor's ordinances regulating Food Enterprises, Swimming Pools and Spas, and Custodial Care establishments and to collect related fees, as provided in this Agreement, to qualified personnel of Austin Public Health as Code Enforcement Officers of Manor.

24.0 NON-APPROPRIATION.

The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Austin City Council. Austin's performance obligations rely solely on funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to Manor. Austin shall provide Manor written notice of the failure of Austin to make an adequate appropriation for any fiscal year to perform under the Agreement, or the reduction of any appropriation to an amount insufficient to permit Austin to perform its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to Austin.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MANOR

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

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

CITY OF AUSTIN

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

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



## City of Austin/Inter-Locals

Cash, check, money orders, MasterCard, Visa, American Express, and Discover Card

## Travis County

Cash, check or money orders payments accepted.

Item 6.

### FOOD PROTECTION FEES

Food Establishment Operating Permit Fees			
Food Service, Retail Food, Food Processing Plant or Warehouse	FEES	Food Service, Retail Food	FEES
<i>Fees marked with **** are not applicable to Charitable Feeding Organizations</i>			
<u>Risk Categories:</u>	<u>Size Categories:</u>	<u>Risk Categories:</u>	<u>Size Categories:</u>
1 (low risk)	A (>50 employees)	1 (low risk)	A (>50 employees)
2 (medium risk)	B (26-50 employees)	2 (medium risk)	B (26-50 employees)
3 (high risk)	C (1-25 employees)	3 (high risk)	C (1-25 employees)
Low Risk/Small - 1C****	\$359	Low Risk/Small - 1C	\$250
Low Risk/Medium - 1B****	\$378	Low Risk/Medium - 1B	\$275
Low Risk/Large - 1A****	\$416	Low Risk/Large - 1A	\$300
Medium Risk/Small - 2C****	\$532	Medium Risk/Small - 2C	\$275
Medium Risk/Medium - 2B****	\$608	Medium Risk/Medium - 2B	\$300
Medium Risk/Large - 2A****	\$684	Medium Risk/Large - 2A	\$300
High Risk/Small - 3C****	\$601	High Risk/Small - 3C	\$275
High Risk/Medium - 3B****	\$782	High Risk/Medium - 3B	\$300
High Risk/Large - 3A****	\$896	High Risk/Large - 3A	\$300
Child Care Facility	\$359	Child Care Facility	\$250
Qualified High Quality Child Care Facility	\$0		
		Food Processing Plant or Warehouse	n/a
Certified Farmers Market Permit Fees			
Class A	\$100	Class A	n/a
Class B	\$100	Class B	n/a
Mobile Food Vendor Fees			
Mobile Food Vendor Application Fee	\$158	Unrestricted/Unit	\$273
Unrestricted Permit/Unit	\$239	Restricted/Unit	\$198
Restricted Permit/Unit	\$212	Mobile Food Vendor TC Fire Inspection	\$204
Mobile Food Vendor Re-inspection	\$130	Mobile Food Vendor TC Fire Re-inspection	\$204
Mobile Food Vendor AFD Fire Inspection*	\$266	First TC Fire Re-inspection at no cost.	
Mobile Food Vendor AFD Fire Re-inspection*	\$266		
Mobile Food Vendor AFD Cancellation Fee**	\$150		
*Fees are assessed by COA Fire Department.			
First AFD Fire Re-inspection at no cost.			
** Cancellation Fees may be assessed for No Shows			
Temporary Food Permit Fees			
1 booth, 1 calendar day	\$75/booth	1-5 calendar days	\$98/booth
1-5 calendar days	\$280/booth	6-14 calendar days	\$145/booth
6-14 calendar days	\$303/booth	Expedited/Late Permit Application Fee	n/a
Expedited/Late Permit Application Fee	\$227		
Vending Machine Fees			
Vending Machine Application Fee	\$120	Vending Machine Application and Permit Fee	n/a
Permit Fee (per machine)	\$25		
Food Enterprise Inspection Fees			
Pre-Opening Inspection	\$178	Pre-Opening Inspection	n/a
Food Re-inspection	\$109	Food Re-inspection	n/a
Central Preparation Facility Registration	\$150		
Food Enterprise Plan Review Fees			
Event Health & Safety Review	\$265	Event Health & Safety Review	n/a
New Construction	\$312	New Construction	\$10
Remodel of Permitted Facility		Remodel of Permitted Facility	
>10,000 sq. ft.	\$312	>10,000 sq. ft.	\$10
2,500-10,000 sq. ft.	\$266	2,500-10,000 sq. ft.	\$10
<2,500 sq. ft.	\$221	<2,500 sq. ft.	\$10
Food Manager Certificate (FMC) Fees - City Only			
FMC Reciprocity Certificate	\$31		
FMC Duplicate Certificate	\$16		

### OTHER FEES

Custodial Inspection	\$110	Custodial Inspection	n/a
Qualified High Quality Child Care Facility	\$0		
Junk Yard, Auto Wrecking & Salvage Yard	n/a	Junk Yard, Auto Wrecking & Salvage Yard	\$25
Slop and Swill Permits (per vehicle)	\$128	Slop and Swill Permits (per vehicle)	n/a
Tourist Court Permits	\$150	Tourist Court Permits	n/a
Food/Pool Inspection outside of normal work hours	\$173	Food/Pool Inspection outside of normal work hours	n/a
Permit Late Fee	\$100	Permit Late Fee	n/a
Food/Pool Variance Request/HACCP Review	\$337	Food/Pool Variance Request/HACCP Review	n/a

### SWIMMING POOL/SPA FEES

Swimming Pool Permit	\$245	Swimming Pool Permit	\$95
Spa Permit	\$185	Spa Permit	\$95
Additional Spa Permit	\$185	Additional Spa Permit	\$95
Pool/Spa Plan Review (New or Remodel)	\$312	Pool/Spa Plan Review (New or Remodel)	\$50
Certificate of Occupancy Inspection	\$224	Certificate of Occupancy Inspection	n/a
Change of Ownership Inspection	\$224	Change of Ownership Inspection	n/a
Pool/Spa Re-inspection	\$173	Pool/Spa Re-inspection	n/a



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Pauline Gray, P.E., City Engineer  
**DEPARTMENT:** Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Ordinance amending Ordinance No. 402; Amending Chapter 10, Subdivision Regulation, Article 10.03, Impact Fees, Code of Ordinances of Manor; Adopting a Capital Improvements Plan; Establishing a Community Impact Fee Based Upon Living Unit Equivalents.

### BACKGROUND/SUMMARY:

Periodically, updates to the City's adopted Community Impact Fee Program are necessary to address changing development conditions. The City Council reappointed the Planning and Zoning Commission and one representative of the development community as the Community Impact Fee Advisory Committee. The committee generated a list of capital improvement projects that are needed in order to provide water and wastewater services for future growth. The Advisory Committee met several times and has evaluated the City's current Impact Fee Program and has come up with recommendations for proposed changes to the Community Impact Fees for Water and Wastewater.

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

- Advisory Committee Letter
- CIF Ordinance No. 710
- Exhibit "A"
- Exhibit "B"

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve Ordinance No. 710, Amending Ordinance No. 402; Amending Chapter 10, Subdivision Regulation, Article 10.03, Impact Fees, Code of Ordinances of Manor; Adopting a Capital Improvements Plan; Establishing a Community Impact Fee Based Upon Living Unit Equivalents.

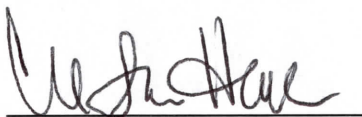
**PLANNING & ZONING COMMISSION:**                      **Recommend Approval**                      **Disapproval**                      **None**

**2022 COMMUNITY IMPACT FEE UPDATE  
ADVISORY COMMITTEE ACTIVITY SUMMARY  
AND RECOMMENDATION TO CITY COUNCIL**

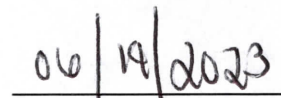
The duly-appointed Community Impact Fee (CIF) Advisory Committee has conducted eight (8) meetings to discuss and consider issues related to the City of Manor’s 2022 Community Impact Fee program update. The City Engineer, acting as the Impact Fee Consultant, presented information for Advisory Committee consideration at each of the meetings.

- On September 14, 2022, the CIF Advisory Committee first met and reviewed the committee makeup, schedule, and responsibilities for the Community Impact Fee program update and appointed a chairperson.
- On October 12, 2022, the CIF Advisory Committee met, was presented with, and discussed the preliminary Land Use Assumptions prepared by the consultant.
- On November 9, 2022, the CIF Advisory Committee met to discuss and consider revised Land Use Assumptions based upon comments made during the previous meeting and information researched by the consultant. Several modifications were made to the Land Use Assumption Map at the meeting.
- On December 14<sup>th</sup>, 2022, and January 11, 2023, the Advisory Committee was presented with the final draft Land Use Map. The Committee also generated population projections along with Capital Improvement Plans for Water and Wastewater.
- On February 8, 2023, the CIF Advisory Committee reviewed and approved the population growth factor. The Advisory Committee also approved the Capital Improvement Project needs.
- On February 8, 2023, the CIF Advisory Committee reviewed an updated 10-year Capital Improvements Plan, based upon the proposed Land Use Assumptions. The CIF Advisory Committee unanimously recommended the City Council act to adopt the updated Land Use Assumptions and 10-year Capital Improvements Plan.
- On April 12, 2023 and May 10, 2023, the CIF Advisory Committee met and reviewed the calculations for the City’s Community Impact Fee Program’s Water and Wastewater Impact Fees. The CIF Advisory Committee recommended the City Council act to adopt Water and Wastewater Impact Fees of \$2,022.00 for water and \$7,193.50 for wastewater.

Respectfully Submitted:



Cresandra Hardeman, Chair  
Community Impact Fee Advisory Committee



Date

**ORDINANCE NO. 710**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ORDINANCE NO. 402; AMENDING CHAPTER 10, SUBDIVISION REGULATION, ARTICLE 10.03, IMPACT FEES, CODE OF ORDINANCES OF MANOR; ADOPTING A CAPITAL IMPROVEMENTS PLAN; ESTABLISHING A COMMUNITY IMPACT FEE BASED UPON LIVING UNIT EQUIVALENTS; PROVIDING SEVERABILITY, OPEN MEETING AND EFFECTIVE DATE PROVISIONS; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, pursuant to Chapt. 395, TEX. LOC. GOV'T. CODE, the City Council (the "Council") of the City of Manor, Texas (the "City") adopted Ordinance No. 402, now codified in Chapter 10, Subdivision, Article 10.03, Impact Fees, which approved the Capital Improvement Plan, set out as Exhibit "A" and the Land Use Assumptions, set out as Exhibit "B" to the Ordinance, and established water and wastewater impact fees for connection to the City's water and wastewater system, with such fees set out presently in Appendix "A," Article A7.000 Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees; and

**WHEREAS**, the City has undertaken to update the Capital Improvement Plan and the Land Use Assumptions ("CIP and LUA") to determine whether any amendments are advisable and determine whether the impact fees should be amended pursuant to Sec. 395.052, TEX. LOC. GOV'T. CODE, by issuing and timely publishing notices for and holding public hearings on the revised land use assumptions, a revised water, and wastewater capital improvements plan, and the imposition of revised impact fees; and

**WHEREAS**, the City Council of the City of Manor, Texas (the "City Council") adopted Resolution No. 2023-01, on January 18, 2023, establishing the date for public hearings and directing that notice to be given for such public hearings to be held; and

**WHEREAS**, after notice of public hearing for the CIP and LUA was published on February 3, 2023, the City Council held such public hearing March 1, 2023, to consider the CIP and LUA and the imposition of revised impact fees; and

**WHEREAS**, the City Council approved the proposed CIP and LUA by resolution; and

**WHEREAS**, in accordance with the above steps, the City Council adopted a CIP pursuant to Chapter 395 on March 1, 2023; and

**WHEREAS**, the Advisory Committee filed written comments on the proposed impact fees before the fifth business day before the date of the public hearing; and

**WHEREAS**, after notice of a public hearing relating to possible amendment of Impact Fees was published on June 2, 2023, the City Council held a public hearing on July 5, 2023, to consider a proposed amendment of Impact Fees;



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

**Section 1. Findings.** The foregoing recitals are incorporated into this Ordinance as true and correct findings of fact.

**Section 2. Capital Improvements Plan.** Section 10.03.005, Capital improvements plan adopted of the Code of Ordinance of the City is hereby amended in its entirety to read as follows:

(a) The capital improvements plan identifying capital improvements or facility expansions pursuant to which impact fees may be assessed, as considered at the March 1, 2023, public hearing and as set out in Exhibit “A” attached hereto is hereby adopted.

(b) The land use assumptions pursuant to which the capital improvement plan is developed, as considered at the March 1, 2023, public hearing and as set out in Exhibit “B” attached hereto is hereby adopted.

**Section 3. Community Impact Fee Amount.** The Community Impact Fee for each Living Unit Equivalent shall, as set forth in Exhibit "B" attached hereto, be \$2,022.00 for water service and \$7,193.50 for wastewater service for all new assessments. Ordinance No. 402 is amended to replace Exhibit “B” in its entirety with the attached Exhibit “B” which is hereby adopted. This fee shall apply to lots platted or replatted after July 5, 2023, to land on which new development occurs or is proposed to occur without platting, and in any other circumstance where a previously adopted Impact Fee does not apply. For all lots or development, the community impact fee for each living unit equivalent shall be in accordance with the amounts herein adopted and with the amounts imposed in previous ordinances for the applicable time period as shown in the chart set forth in Article A7.000 Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees, Appendix A of the Code of Ordinances of the City.

**Section 4. Application and Reading.** Other provisions of Ordinance No. 402, Section 10.03.005, Water and Wastewater Impact Fees, and Article A7.000 Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees, Appendix A, Code of Ordinances, City of Manor, shall be and remain in full force and effect as amended herein and the same shall be interpreted and applied together and consistent with this ordinance in a manner to give effect to the intent of Ordinance No. 402, Section 10.03.005, and Article A7.000, as amended by the amendments set forth in this Ordinance.

**Section 5. Severability.** If any section, paragraph, subdivision, clause, part or provision of Ordinance No. 402, Section 10.03.005, Water and Wastewater Impact Fees, and Article A7.000 Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees, Appendix A, Code of Ordinances, City of Manor or this Ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity as a whole or any part or provision other than the part held invalid or unconstitutional.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**Section 7. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code, and it is accordingly so ordained.

**PASSED AND APPROVED** on this 5<sup>th</sup> day of July 2023.

**ATTEST:**

**THE CITY OF MANOR, TEXAS**















\_\_\_\_\_  
Lluvia Almaraz, City Secretary

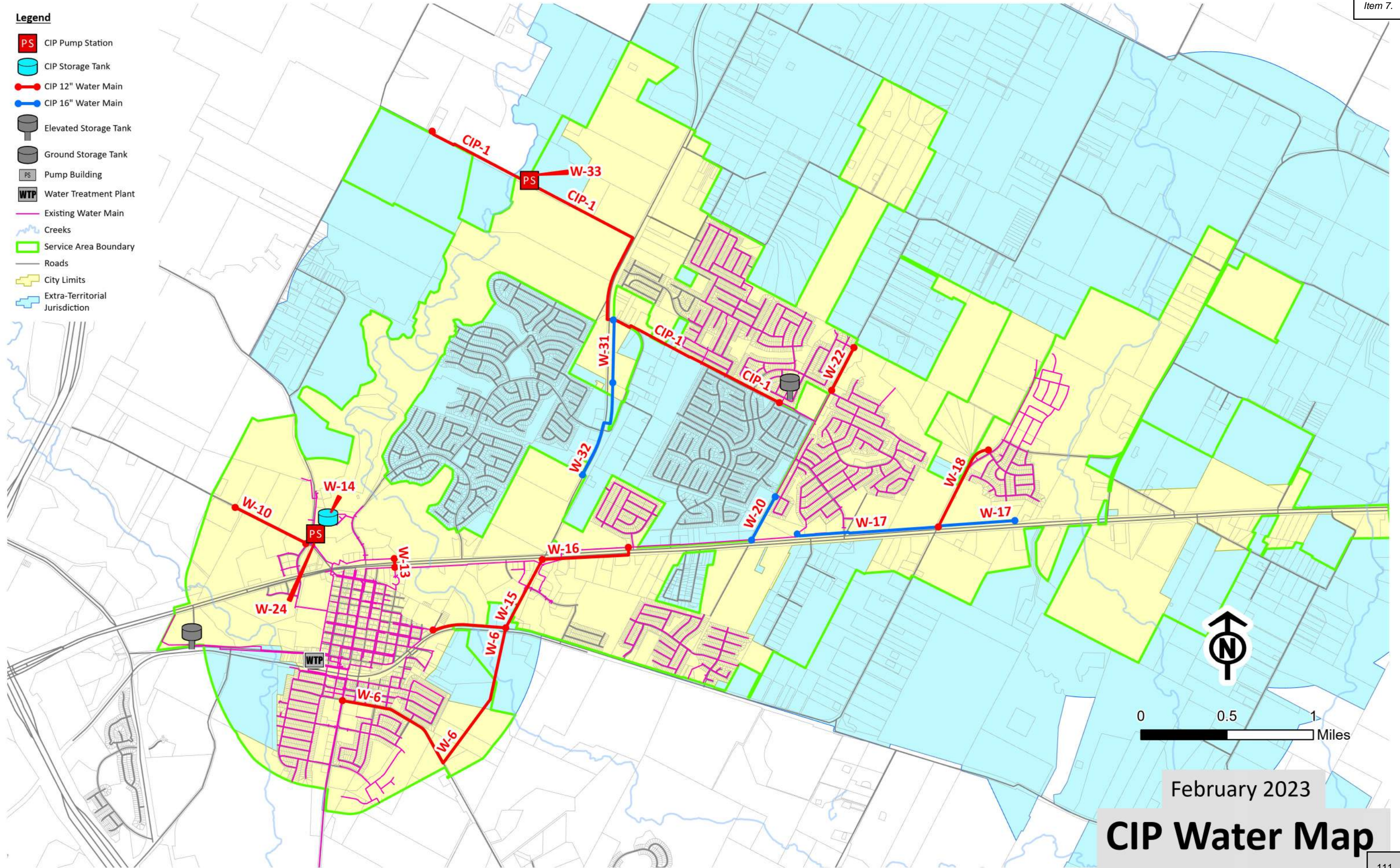
\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

**EXHIBIT "A"**



**Legend**

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



February 2023

# CIP Water Map



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

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

Project No.	Year	Description	Size	Unit	Length (ft)	Construction Cost (2023 Dollars)	Annual Interest	Period (yr)	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5% over 20 Years)	Total Project Costs	Detailed Description
W-6	2026	Blake Manor Road Water Line	12	inch	3,200	\$ 400,000.00	0.050	20	\$ 580,000.00	\$ 87,000.00	\$ 120,100.00	\$ 476,078.81	\$ 1,263,000.00	Transmission main from downtown along Blake Manor Road to future FM 973. Includes replacing 400 LF of 6" pipe in Downtown Plant
W-10	2022	Hill Lane Water Line	12	inch	3,450	\$ 462,893.00	0.050	20	\$ 578,616.25	\$ 86,800.00	\$ 93,200.00	\$ 458,850.36	\$ 1,217,000.00	Water Distribution main along Hill Lane to serve new growth
W-13	2025	US 290 Crossing at Golf Course	12	inch	250	\$ 200,000.00	0.050	20	\$ 280,000.00	\$ 42,000.00	\$ 54,700.00	\$ 227,847.65	\$ 605,000.00	Connect 12" water lines on north and south sides of US 290
W-14	2023	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,250,000.00	\$ 487,500.00	\$ 560,600.00	\$ 2,599,713.28	\$ 6,898,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump station for wholesale water supply connection
W-15	2022	FM 973 Water Line	12	inch	4000	\$ 336,000.00	0.050	20	\$ 420,000.00	\$ 63,000.00	\$ 67,600.00	\$ 333,031.37	\$ 884,000.00	Transmission main from US 290 to serve new growth on the east and west sides of FM 973
W-16	2023	US 290 Water Line	12	inch	2900	\$ 500,000.00	0.050	20	\$ 650,000.00	\$ 97,500.00	\$ 112,100.00	\$ 519,930.56	\$ 1,380,000.00	Parallel 12" waterline to increase US 290 capacity
W-17	2021	US 290 Water Line	16	inch	4400	\$ 677,626.12	0.050	20	\$ 813,151.34	\$ 122,000.00	\$ 121,600.00	\$ 639,177.89	\$ 1,696,000.00	Extend transmission main from Presidential Glen to Old Kimbro Road
W-18	2021	Old Kimbro Road Water Line	12	inch	3000	\$ 474,000.00	0.050	20	\$ 568,800.00	\$ 85,300.00	\$ 85,000.00	\$ 447,045.92	\$ 1,186,000.00	Transmission main to serve new growth north of US 290
W-20	2025	Bois D'Arc Lane Water Line	16	inch	2700	\$ 500,000.00	0.050	20	\$ 700,000.00	\$ 105,000.00	\$ 136,900.00	\$ 569,709.86	\$ 1,512,000.00	Transmission main to improve delivery of water from East EST
W-22	2025	Bois D'Arc Lane Water Line	12	inch	2500	\$ 400,000.00	0.050	20	\$ 560,000.00	\$ 84,000.00	\$ 109,500.00	\$ 455,755.79	\$ 1,209,000.00	Transmission main to serve new growth north of Tower Rd
W-24	2025	Gregg Manor Road Pump Improvements	1200	gpm		\$ 400,000.00	0.050	20	\$ 560,000.00	\$ 84,000.00	\$ 109,500.00	\$ 455,755.79	\$ 1,209,000.00	Increase Pump Capacity (and contracted supply) at wholesale water connection
W-31	2022	FM 973 Water Line	16	inch	5200	\$ 582,400.00	0.050	20	\$ 728,000.00	\$ 109,200.00	\$ 117,200.00	\$ 577,270.50	\$ 1,532,000.00	Transmission main along FM 973 from Tower Road to boundary of school site.
W-32	2023	FM 973 Water Line	16	inch	3200	\$ 358,400.00	0.050	20	\$ 465,920.00	\$ 69,900.00	\$ 80,400.00	\$ 372,721.74	\$ 989,000.00	Transmission main along FM 973 to connect waterlines along FM 973.
W-33	2025	Gregg Lane Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,500,000.00	\$ 525,000.00	\$ 684,300.00	\$ 2,848,428.32	\$ 7,558,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump for future growth.
Water CIP-1	2021	Gregg Lane to Tower Road Waterline	12	inch	3400	\$ 1,595,346.40	0.050	20	\$ 1,914,415.68	\$ 287,200.00	\$ 286,200.00	\$ 1,504,759.65	\$ 3,993,000.00	Transmission main from Manville WSC Booster Station to East Elevated Storage Tank
Water CIP-2	2017	AMR Water Meters				\$ 300,000.00	0.05	20	\$ 300,000.00	\$ 45,000.00	\$ 31,100.00	\$ 227,484.74	\$ 604,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Water CIP-3	2018	AMR Water Meters				\$ 400,000.00	0.05	20	\$ 420,000.00	\$ 63,000.00	\$ 48,300.00	\$ 321,357.73	\$ 853,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
<b>Total</b>												<b>\$ 34,588,000.00</b>		

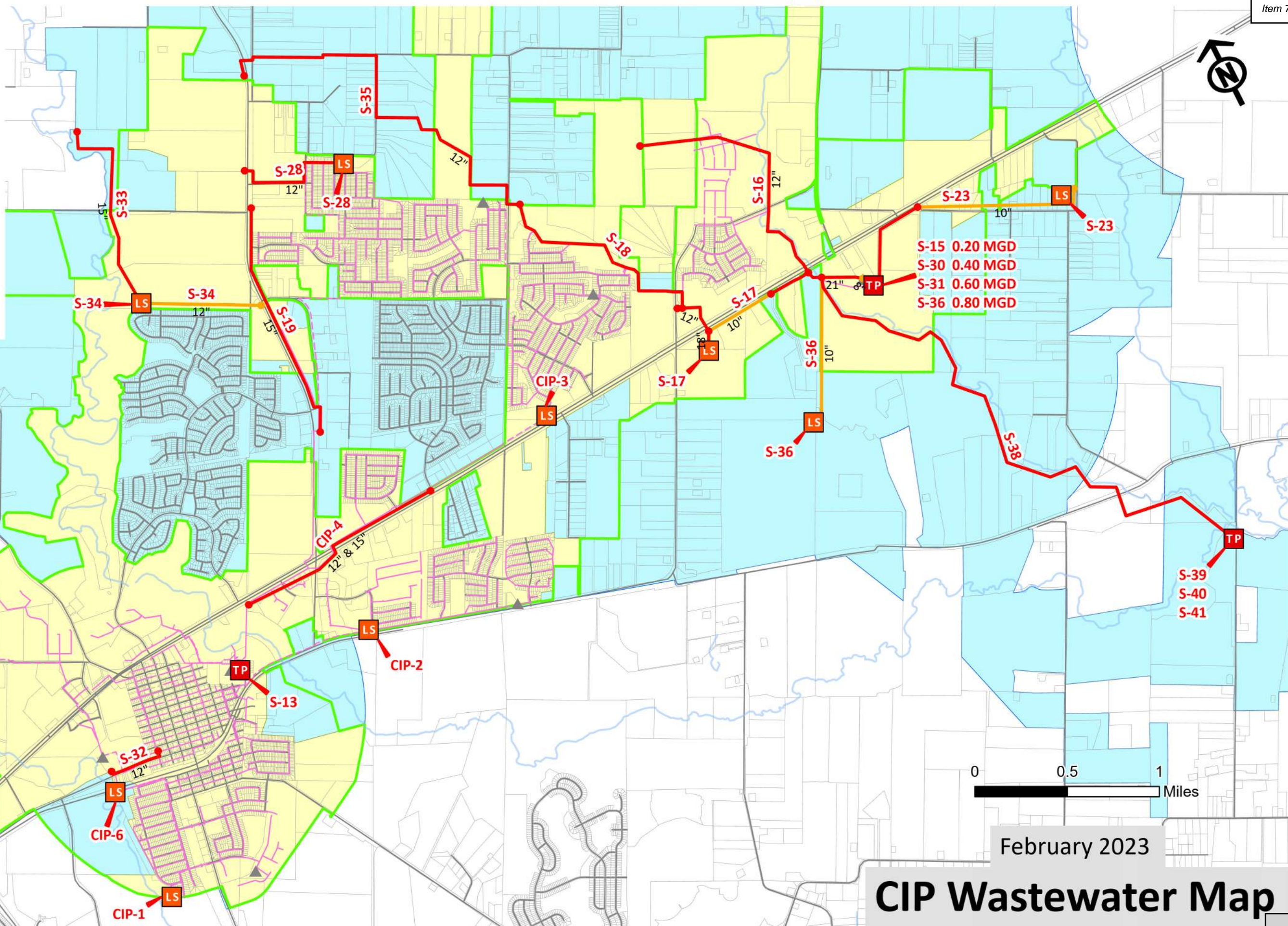
Notes:  
Water LUEs are defined as requiring 450 gallons of water per day per single family residence as determined in the the City of Manor Water Master Plan.





**Legend**

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



# CIP Wastewater Map



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

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

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



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

**Total: \$ 217,061,000.00**

**EXHIBIT “B”**



EXHIBIT B-1  
CITY OF MANOR  
PLANNING AND DESIGN CRITERIA  
FEBRUARY 2023

**Water Infrastructure**

Criterion	Value	Unit
People per LUE	3.2	
Average Day Water Demand	245	gpd/LUE
Maximum Day Water Demand	490	gpd/LUE
Peak Hour Water Demand	1.5	gpm/LUE
Total Water Storage	200	gal/LUE
Minimum Water Elevated Storage	100	gal/LUE
Minimum Water Pump Capacity	0.6	gpm/LUE
Minimum Water System Pressure (Normal Conditions)	35	psi
Minimum Water System Pressure (Fire Flow Conditions)	20	psi
Maximum Water Line Velocity (Peak Hour/Fire Flow Conditions)	5	fps

**Wastewater Infrastructure**

Criterion	Value	Unit
People per LUE	3.2	
Average Wastewater Flow	200	gpd/LUE
Peak Wastewater Flow	800	gpd/LUE
Minimum Wastewater Line Velocity	2	fps
Maximum Wastewater Line Velocity	8	fps

Notes:

Water demands and wastewater flows from the City of Manor Adopted Water and Wastewater Master Plans.

System capacities and other design criteria from 30 TAC Chapters 217 and 290.

EXHIBIT B-2  
CITY OF MANOR WATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
PRO RATA CALCULATIONS  
MARCH 2023

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2023 Dollars	Pro Rata Share	Pro Rata Project Cost in 2023 Dollars
W-6	2026	Blake Manor Road Water Line	12"	1667	1000	\$ 1,263,000.00	60%	\$ 757,648.47
W-13	2025	US 290 Crossing at Golf Course	12"	1667	1667	\$ 605,000.00	100%	\$ 605,000.00
W-14	2023	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250000	2500	2400	\$ 6,898,000.00	96%	\$ 6,622,080.00
W-16	2023	US 290 Water Line	12"	1667	1667	\$ 1,380,000.00	100%	\$ 1,380,000.00
W-20	2025	Bois D'Arc Lane Water Line	16"	2400	2400	\$ 1,512,000.00	100%	\$ 1,512,000.00
W-22	2025	Bois D'Arc Lane Water Line	12"	1667	1400	\$ 1,209,000.00	84%	\$ 1,015,356.93
W-24	2025	Gregg Manor Road Pump Improvements	1200	2000	2000	\$ 1,209,000.00	100%	\$ 1,209,000.00
W-31	2022	FM 973 Water Line	12"	2400	2400	\$ 1,532,000.00	100%	\$ 1,532,000.00
<b>\$ 14,633,085.40</b>								

**Previously Completed Projects**

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2002	1667	Creekside Offsite Utilities	12"	\$ 175,000.00	650	1000	60%	\$ 105,000.00
2005	1667	Greenbury Offsite Utilities	12"	\$ 407,816.64	308	1667	100%	\$ 408,000.00
2007	5,600	Water Supply Main From City of Austin to West Elevated Storage Tank and Downtown	16"	\$ 1,057,675.36	1550	4500	80%	\$ 850,000.00
2008	5,000	West Elevated Storage Tank	500,000	\$ 2,138,083.58	1550	4500	90%	\$ 1,924,000.00
2010	2,400	Presidential Glen Water Lines	16"	\$ 465,054.06	8	2000	83%	\$ 388,000.00
2009	5,000	East Manor Elevated Storage Tank	500,000	\$ 1,880,381.34	1550	4500	90%	\$ 1,692,000.00
2018	2,400	AMR Water Meters		\$ 399,300.00	2400	2400	100%	\$ 399,000.00
2022	1,667	FM 973 Waterline	12"	\$ 452,005.00	500	1667	100%	\$ 452,000.00
2021	1,667	Old Kimbro Waterline	12"	\$ 474,000.00	1000	1667	100%	\$ 474,000.00
2022	2,400	FM 973 Waterline	16"	\$ 582,400.00	150	1900	79%	\$ 461,000.00
2021	2,400	Gregg Lane to Tower Rd Waterline	12"	\$ 1,209,000.00	2000	2400	100%	\$ 1,209,000.00
2021	2,400	US 290 Waterline	16"	\$ 1,696,000.00	1500	2400	100%	\$ 1,696,000.00
2022	1667	Hill Lane Waterline	12"	\$462,893.00	600	800	48%	\$ 222,000.00
<b>Totals</b>				<b>\$ 11,399,608.97</b>				<b>\$ 10,280,000.00</b>

**CIF Ineligible Projects**

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EXHIBIT B-3  
CITY OF MANOR WATER IMPROVEMENTS  
MISCELLANEOUS PROJECT COSTS  
MARCH 2023

Description	Amount
CIF Studies	\$ 21,000.00
Study Cost for Water, Mapping, Modeling	\$ 138,800.00
<b>Total Water-Related Costs</b>	<b>\$ 159,800.00</b>



EXHIBIT B-4  
CITY OF MANOR WATER  
IMPACT FEE CALCULATION  
MARCH 2023

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 25,072,885.40
Number of LUEs added:	\$ 6,200.00
<b>Maximum Water CIF:</b>	<b>\$ 4,044.00</b>
<b>50% Credit:</b>	<b>\$ 2,022.00</b>
<b>MAXIMUM ASSESSABLE CIF:</b>	<b>\$ 2,022.00</b>



EXHIBIT B-5  
CITY OF MANOR WASTEWATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
PRO RATA CALCULATIONS  
MARCH 2023

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2022 Dollars	Pro Rata Share	Pro Rata Project Cost in 2022 Dollars
S-18	2023	West Cottonwood Gravity Line, Phase 2	15"	1200	1200	\$ 2,297,000.00	100.00%	\$ 2,297,000.00
S-23	2025	Willow Lift Station and Force Main	200 gpm	210	100	\$ 3,009,000.00	47.62%	\$ 1,433,000.00
S-30	2024	Expand Cottonwood WWTP to 0.40 MGD Capacity	0.40 MGD	909	909	\$10,067,000.00	100.00%	\$10,067,000.00
S-31	2025	Expand Cottonwood WWTP to 0.60 MGD Capacity	0.50 MGD	1272	1272	\$10,530,000.00	100.00%	\$10,530,000.00
S-33	2023	Wilbarger Basin Gravity Line to Lift Station (off Gregg Lane)	15"	1200	1200	\$ 2,746,000.00	100.00%	\$ 2,746,000.00
S-34	2023	Wilbarger Basin lift station and force main (off Gregg Lane)	12" FM and 225 gpm LS	1200	1000	\$ 3,570,000.00	83.33%	\$ 2,975,000.00
S-35	2025	Gravity line from City Limits to tie in to Wastewater line to Cottonwood	12"	1200	300	\$ 3,310,000.00	25.00%	\$ 828,000.00
CIP-2	2023	Bell Farms Lift Station Expansion	1,400 gpm, 2nd WW	2172	1800	\$ 716,000.00	82.87%	\$ 593,000.00
CIP-3	2023	Presidential Glen Lift Station Expansion	2,275 gpm, 2nd WW	3517	2400	\$ 716,000.00	68.24%	\$ 489,000.00
CIP-4	2024	US 290 WW Line Expansion	12" & 15"	3600	2300	\$ 1,736,000.00	63.89%	\$ 1,109,000.00
<b>Totals</b>								<b>\$33,067,000.00</b>

**Previously Completed Projects**

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2001	300	Hamilton Point Sewer Main	Gravity Sewer Line to Serve Hamilton Point Sub	\$ 128,000.00	300	0	0%	\$ -
2003	1091	Creekside Offsite/Onsite and Wilbarger WWTP	Lift Station, Forced Main and WWTP	\$ 1,033,000.00	726	726	67%	\$ 687,000.00
2004	1264	East Old Highway 20 Gravity Line, Lift Station, Forced Main (Bell Farms FM)	Gravity Line Lift Station and Forced Main to Serve new growth along Old Highway 20	\$ 1,034,873.04	616	1264	100%	\$ 1,035,000.00
2005	1885	Greenbury Gravity Line	Gravity Line Along US 290 to Serve Greenbury Sub	\$ 619,007.39	308	1500	80%	\$ 493,000.00
2008	888	Carriage Hills Lift Station and Forced Main	Lift Station and Forced Main to Serve Carriage Hills Sub	\$ 680,972.01	275	888	100%	\$ 681,000.00
2018	1000	High school gravity line to Stonewater LS; LS improvements	Gravity wastewater line to serve new high school	\$ 51,000.00	200	1000	100%	\$ 51,000.00
2020	679	Travis County Rural Center lift station and force main	Lift Station and Force Main from Rural Center to existing wastewater line	\$ 2,524,000.00	345	580	85%	\$ 2,156,000.00
2021	1272	Bastrop-Parsons wastewater line	Replacement of existing wastewater line in Bastrop and Parsons; to correct current capacity issues and serve additional growth	\$ 423,292.00	1272	1272	100%	\$ 423,000.00
2021	1586	Wildhorse Creek lift station expansion	Change in discharge point increased Phase 1 capacity from 440 to 1026 LUEs, currently at about 706 LUEs. Will need to expand LS when Lagos develops to ultimate 1586 LUE capacity.	\$ 1,367,000.00	1300	1586	100%	\$ 1,367,000.00
2020	5354	Addl. Wilbarger WWTP Capacity	New treatment capacity to meet growth	\$ 34,960,000.00	4200	5000	93%	\$32,648,000.00
2022	363	Cottonwood WWTP Ph 1	New plant for growth in eastern portion of City	\$ 12,622,000.00	100	363	100%	\$12,622,000.00
2022	754	FM 973 Gravity Wastewater line	15" wastewater line to extend service north along FM 973	\$ 1,473,000.00	75	754	100%	\$ 1,473,000.00
2023	1200	West Cottonwood LS and FM	New lift station and distribution lines to meet growth in eastern portion of City	\$ 2,175,000.00	150	1200	100%	\$ 2,175,000.00
<b>Totals</b>								<b>\$55,811,000.00</b>

**CIF Ineligible Projects**

2009	727	Wilbarger WWTP Capacity Buyback						
	2005	Creekside Lift Station Forced Main Adjustment						



EXHIBIT B-6  
CITY OF MANOR WASTEWATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
MISCELLANEOUS PROJECT COSTS  
MARCH 2023

Description	Total Cost
CIF Studies	\$ 21,000.00
Gilleland Creek COA Impact Fee (34 LUEs @ \$1,400)	\$ -
Study Cost for Wastewater, Mapping, Modeling	\$ 303,100.00
<b>Total Sewer-Related Costs</b>	<b>\$ 324,100.00</b>



EXHIBIT B-7  
CITY OF MANOR WASTEWATER  
IMPACT FEE CALCULATION  
MARCH 2023

Item 7.

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 89,202,000.00
Number of LUEs added:	6,200.00
<b>Maximum Wastewater CIF:</b>	<b>\$ 14,387.00</b>
<b>50% Credit:</b>	<b>\$ (7,193.50)</b>
<b>MAXIMUM ASSESSABLE CIF:</b>	<b>\$ 7,193.50</b>

EXHIBIT B-8  
CITY OF MANOR WATER AND WASTEWATER IMPACT  
FEE FACTORS  
MARCH 2023

**1. RESIDENTIAL DEVELOPMENT**

Community Impact Fees for residential development shall be assessed based upon the number of dwelling units proposed for development times the appropriate LUE Factor for water as shown below.

Dwelling Type	Units	LUE Factor
Single Family Residential	Per Housing Unit	1
Two-Family Residential	Per Residential Unit	0.7
Three-Family Residential	Per Residential Unit	0.7
Multi-Family Residential	Per Residential Unit	0.5

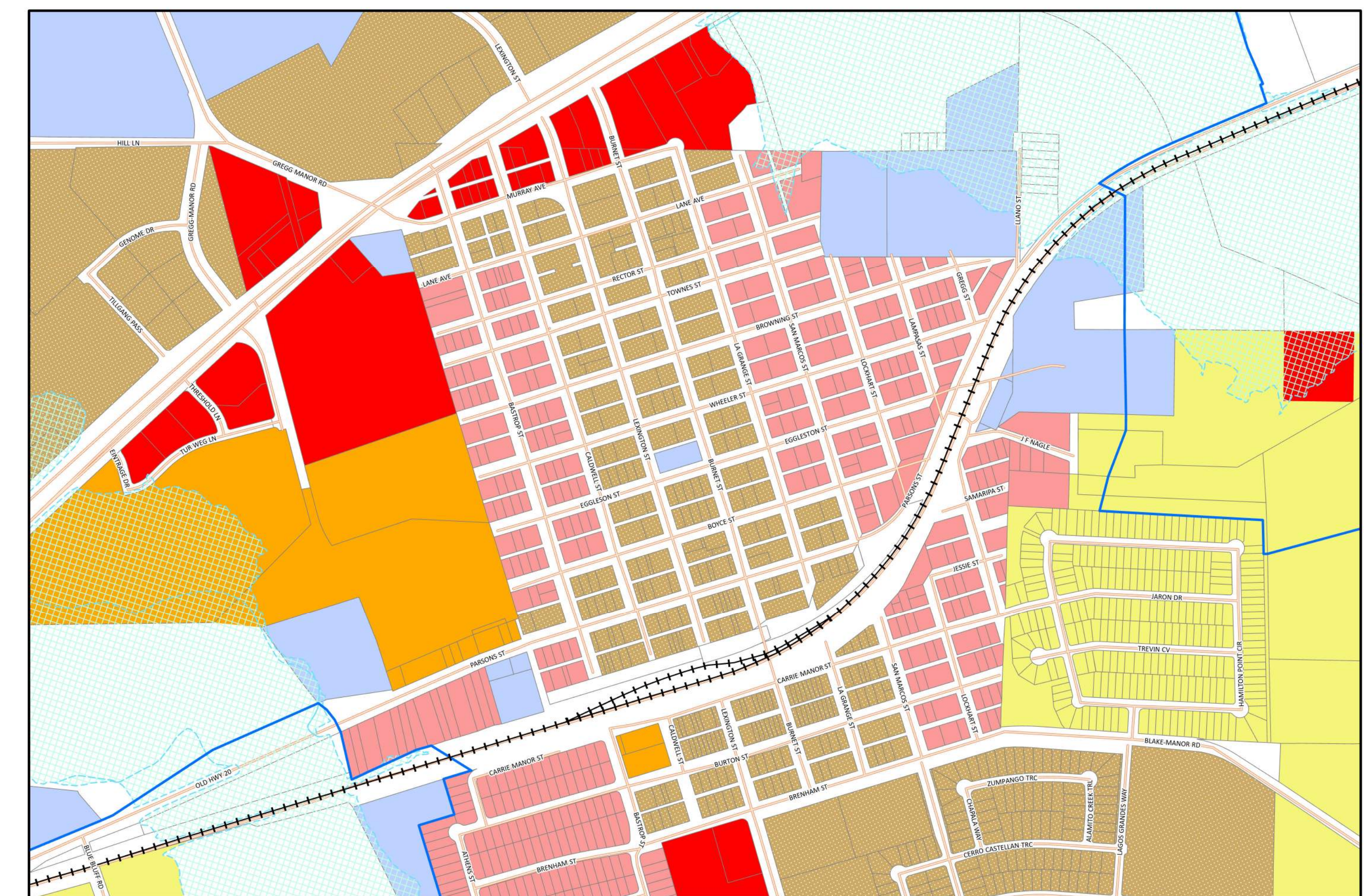
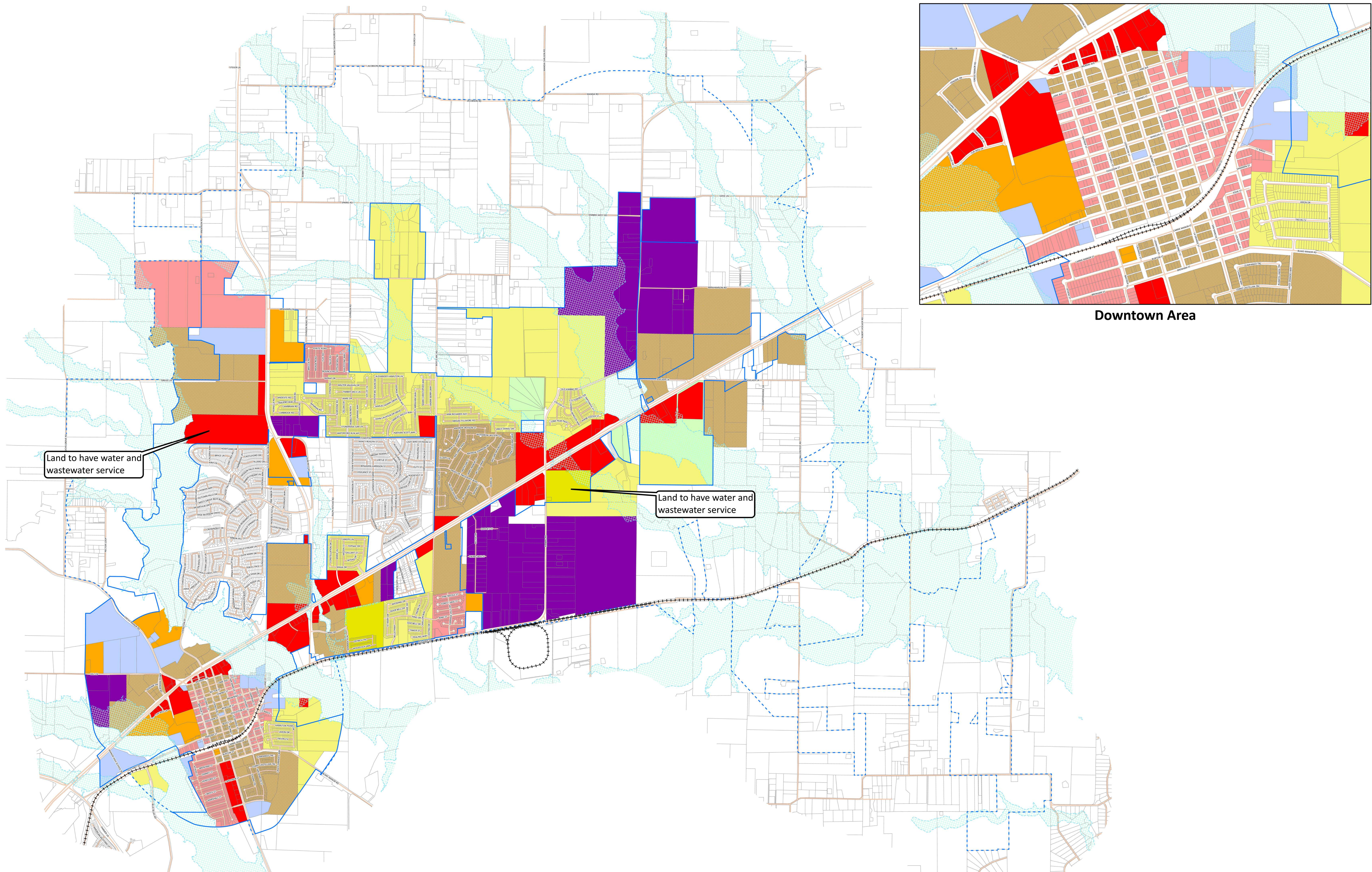
**2. NON-RESIDENTIAL DEVELOPMENT**

Community Impact Fees for all non-residential development shall be assessed based upon the water meter size and type installed to serve the proposed development water, as shown below.

Meter Size (Inch)	Type	LUE Factor
5/8	Positive	1
	Displacement	
3/4	Positive	1.5
	Displacement	
1	Positive	2.5
	Displacement	
1-1/2	Positive	5
	Displacement	
2	Positive	8
	Displacement	
2	Compound	8
2	Turbine	10
3	Compound	16
3	Turbine	24
4	Compound	25
4	Turbine	42
6	Compound	50
6	Turbine	92
8	Compound	80
8	Turbine	160
10	Compound	115
10	Turbine	250
12	Turbine	330







Downtown Area

Land to have water and wastewater service

Land to have water and wastewater service

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

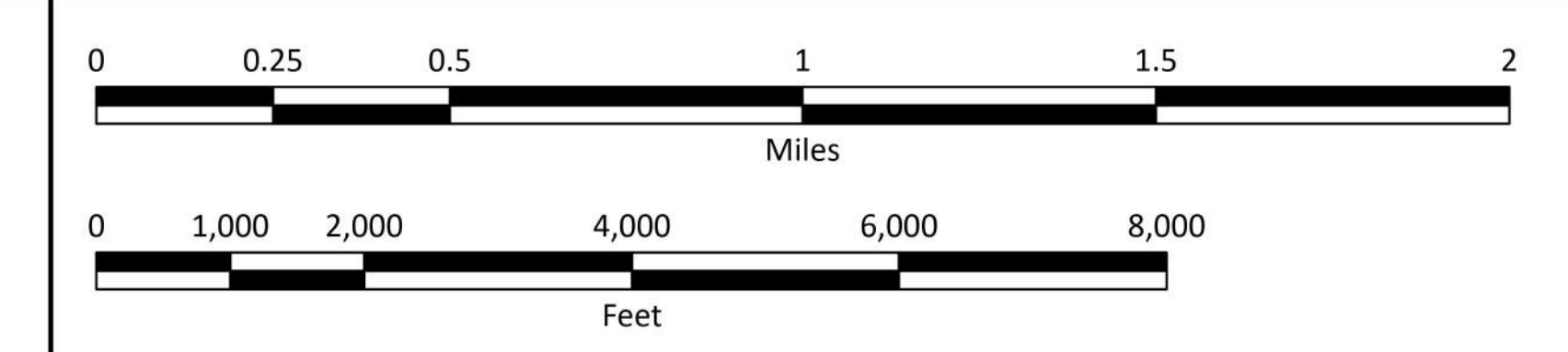
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**GBA**

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

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















# Land Use Assumption Map

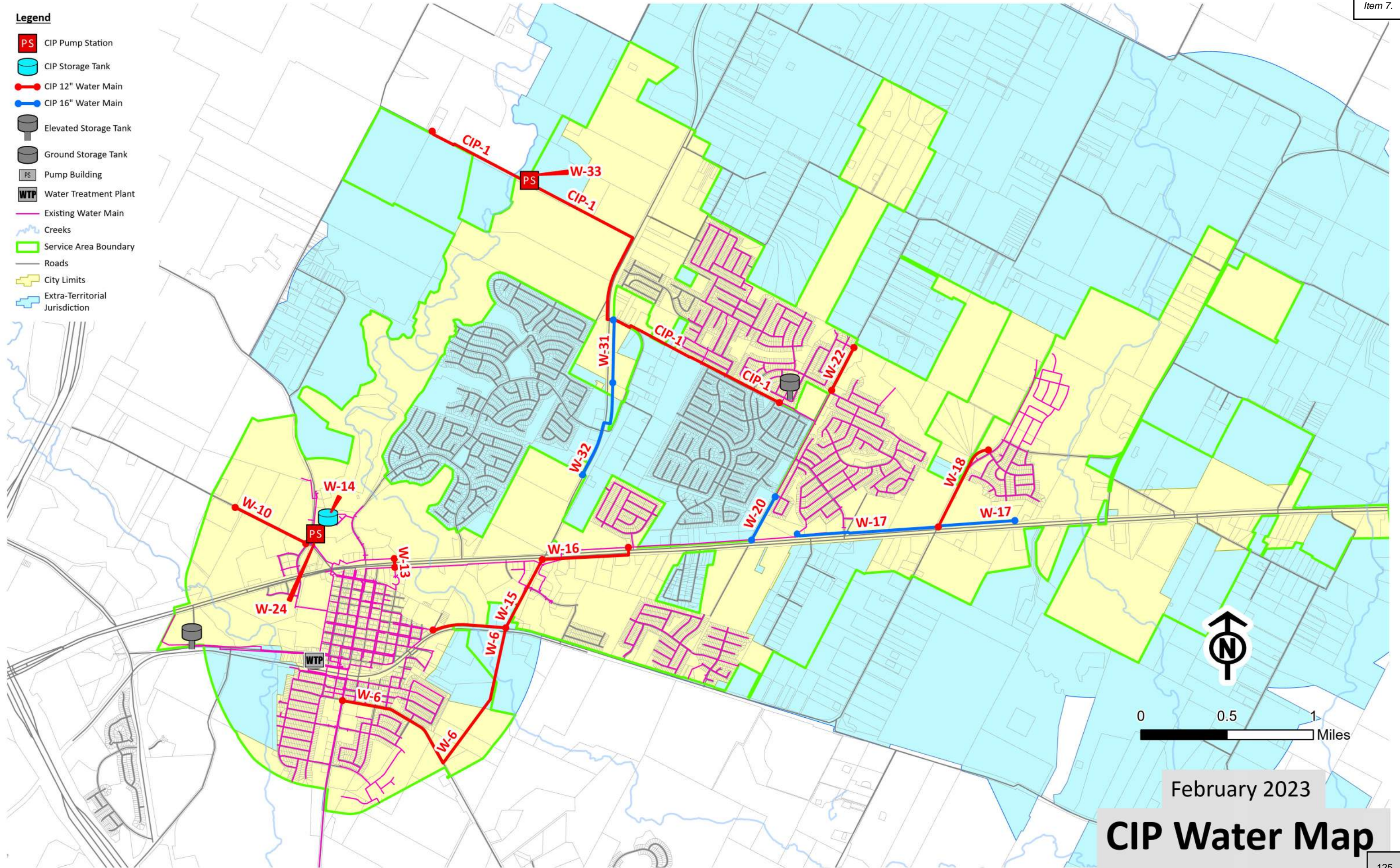
Map Updated: February 03, 2023





**Legend**

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



February 2023

# CIP Water Map



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

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

Project No.	Year	Description	Size	Unit	Length (ft)	Construction Cost (2023 Dollars)	Annual Interest	Period (yr)	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5% over 20 Years)	Total Project Costs	Detailed Description
W-6	2026	Blake Manor Road Water Line	12	inch	3,200	\$ 400,000.00	0.050	20	\$ 580,000.00	\$ 87,000.00	\$ 120,100.00	\$ 476,078.81	\$ 1,263,000.00	Transmission main from downtown along Blake Manor Road to future FM 973. Includes replacing 400 LF of 6" pipe in Downtown Plant
W-10	2022	Hill Lane Water Line	12	inch	3,450	\$ 462,893.00	0.050	20	\$ 578,616.25	\$ 86,800.00	\$ 93,200.00	\$ 458,850.36	\$ 1,217,000.00	Water Distribution main along Hill Lane to serve new growth
W-13	2025	US 290 Crossing at Golf Course	12	inch	250	\$ 200,000.00	0.050	20	\$ 280,000.00	\$ 42,000.00	\$ 54,700.00	\$ 227,847.65	\$ 605,000.00	Connect 12" water lines on north and south sides of US 290
W-14	2023	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,250,000.00	\$ 487,500.00	\$ 560,600.00	\$ 2,599,713.28	\$ 6,898,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump station for wholesale water supply connection
W-15	2022	FM 973 Water Line	12	inch	4000	\$ 336,000.00	0.050	20	\$ 420,000.00	\$ 63,000.00	\$ 67,600.00	\$ 333,031.37	\$ 884,000.00	Transmission main from US 290 to serve new growth on the east and west sides of FM 973
W-16	2023	US 290 Water Line	12	inch	2900	\$ 500,000.00	0.050	20	\$ 650,000.00	\$ 97,500.00	\$ 112,100.00	\$ 519,930.56	\$ 1,380,000.00	Parallel 12" waterline to increase US 290 capacity
W-17	2021	US 290 Water Line	16	inch	4400	\$ 677,626.12	0.050	20	\$ 813,151.34	\$ 122,000.00	\$ 121,600.00	\$ 639,177.89	\$ 1,696,000.00	Extend transmission main from Presidential Glen to Old Kimbro Road
W-18	2021	Old Kimbro Road Water Line	12	inch	3000	\$ 474,000.00	0.050	20	\$ 568,800.00	\$ 85,300.00	\$ 85,000.00	\$ 447,045.92	\$ 1,186,000.00	Transmission main to serve new growth north of US 290
W-20	2025	Bois D'Arc Lane Water Line	16	inch	2700	\$ 500,000.00	0.050	20	\$ 700,000.00	\$ 105,000.00	\$ 136,900.00	\$ 569,709.86	\$ 1,512,000.00	Transmission main to improve delivery of water from East EST
W-22	2025	Bois D'Arc Lane Water Line	12	inch	2500	\$ 400,000.00	0.050	20	\$ 560,000.00	\$ 84,000.00	\$ 109,500.00	\$ 455,755.79	\$ 1,209,000.00	Transmission main to serve new growth north of Tower Rd
W-24	2025	Gregg Manor Road Pump Improvements	1200	gpm		\$ 400,000.00	0.050	20	\$ 560,000.00	\$ 84,000.00	\$ 109,500.00	\$ 455,755.79	\$ 1,209,000.00	Increase Pump Capacity (and contracted supply) at wholesale water connection
W-31	2022	FM 973 Water Line	16	inch	5200	\$ 582,400.00	0.050	20	\$ 728,000.00	\$ 109,200.00	\$ 117,200.00	\$ 577,270.50	\$ 1,532,000.00	Transmission main along FM 973 from Tower Road to boundary of school site.
W-32	2023	FM 973 Water Line	16	inch	3200	\$ 358,400.00	0.050	20	\$ 465,920.00	\$ 69,900.00	\$ 80,400.00	\$ 372,721.74	\$ 989,000.00	Transmission main along FM 973 to connect waterlines along FM 973.
W-33	2025	Gregg Lane Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,500,000.00	\$ 525,000.00	\$ 684,300.00	\$ 2,848,428.32	\$ 7,558,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump for future growth.
Water CIP-1	2021	Gregg Lane to Tower Road Waterline	12	inch	3400	\$ 1,595,346.40	0.050	20	\$ 1,914,415.68	\$ 287,200.00	\$ 286,200.00	\$ 1,504,759.65	\$ 3,993,000.00	Transmission main from Manville WSC Booster Station to East Elevated Storage Tank
Water CIP-2	2017	AMR Water Meters				\$ 300,000.00	0.05	20	\$ 300,000.00	\$ 45,000.00	\$ 31,100.00	\$ 227,484.74	\$ 604,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Water CIP-3	2018	AMR Water Meters				\$ 400,000.00	0.05	20	\$ 420,000.00	\$ 63,000.00	\$ 48,300.00	\$ 321,357.73	\$ 853,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
<b>Total</b>												<b>\$ 34,588,000.00</b>		

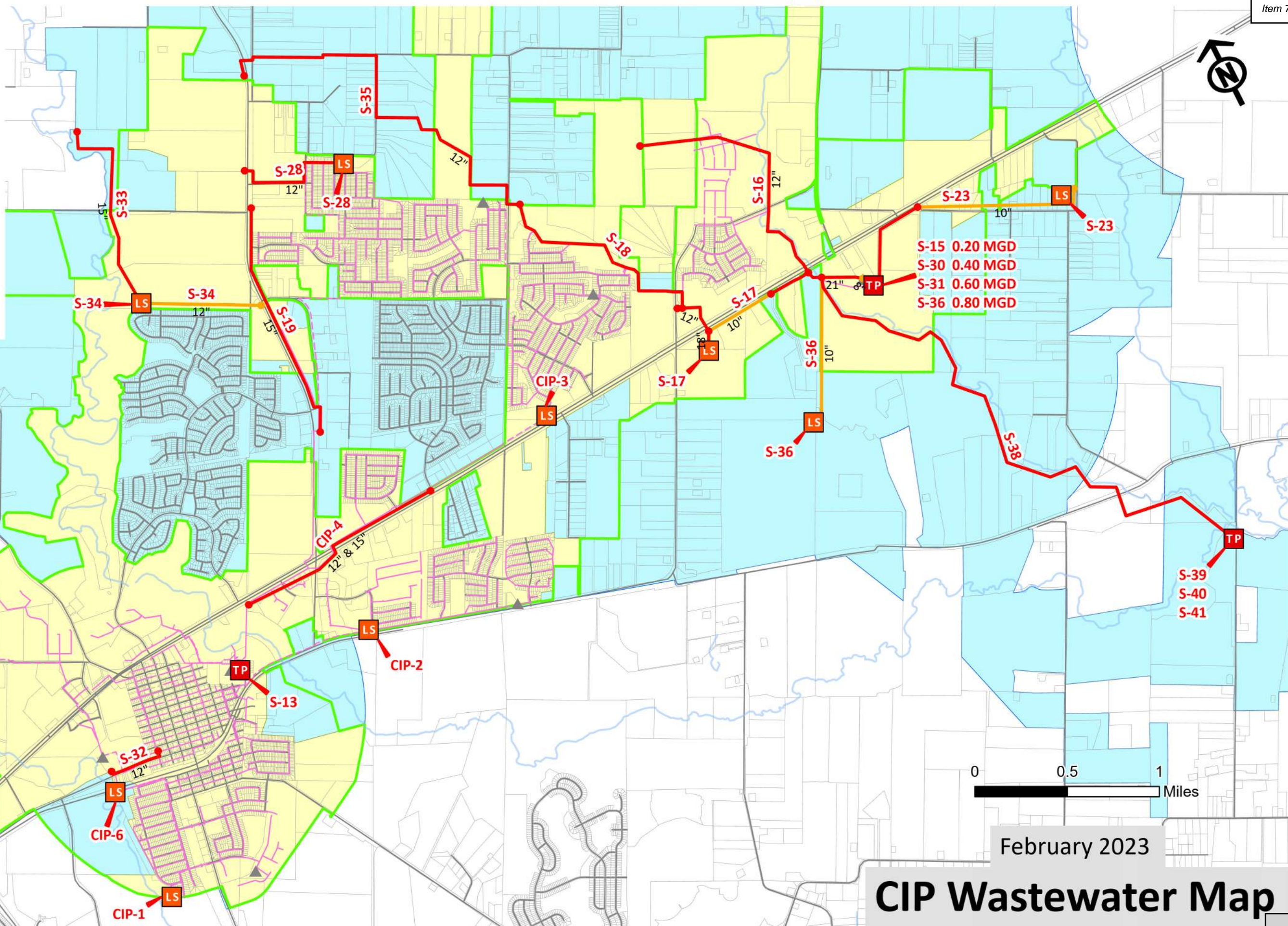
Notes:  
Water LUEs are defined as requiring 450 gallons of water per day per single family residence as determined in the the City of Manor Water Master Plan.





**Legend**

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



February 2023

# CIP Wastewater Map



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

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

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



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

**Total: \$ 217,061,000.00**

EXHIBIT B-1  
CITY OF MANOR  
PLANNING AND DESIGN CRITERIA  
FEBRUARY 2023

**Water Infrastructure**

Criterion	Value	Unit
People per LUE	3.2	
Average Day Water Demand	245	gpd/LUE
Maximum Day Water Demand	490	gpd/LUE
Peak Hour Water Demand	1.5	gpm/LUE
Total Water Storage	200	gal/LUE
Minimum Water Elevated Storage	100	gal/LUE
Minimum Water Pump Capacity	0.6	gpm/LUE
Minimum Water System Pressure (Normal Conditions)	35	psi
Minimum Water System Pressure (Fire Flow Conditions)	20	psi
Maximum Water Line Velocity (Peak Hour/Fire Flow Conditions)	5	fps

**Wastewater Infrastructure**

Criterion	Value	Unit
People per LUE	3.2	
Average Wastewater Flow	200	gpd/LUE
Peak Wastewater Flow	800	gpd/LUE
Minimum Wastewater Line Velocity	2	fps
Maximum Wastewater Line Velocity	8	fps

Notes:

Water demands and wastewater flows from the City of Manor Adopted Water and Wastewater Master Plans.

System capacities and other design criteria from 30 TAC Chapters 217 and 290.

EXHIBIT B-2  
CITY OF MANOR WATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
PRO RATA CALCULATIONS  
MARCH 2023

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2023 Dollars	Pro Rata Share	Pro Rata Project Cost in 2023 Dollars
W-6	2026	Blake Manor Road Water Line	12"	1667	1000	\$ 1,263,000.00	60%	\$ 757,648.47
W-13	2025	US 290 Crossing at Golf Course	12"	1667	1667	\$ 605,000.00	100%	\$ 605,000.00
W-14	2023	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250000	2500	2400	\$ 6,898,000.00	96%	\$ 6,622,080.00
W-16	2023	US 290 Water Line	12"	1667	1667	\$ 1,380,000.00	100%	\$ 1,380,000.00
W-20	2025	Bois D'Arc Lane Water Line	16"	2400	2400	\$ 1,512,000.00	100%	\$ 1,512,000.00
W-22	2025	Bois D'Arc Lane Water Line	12"	1667	1400	\$ 1,209,000.00	84%	\$ 1,015,356.93
W-24	2025	Gregg Manor Road Pump Improvements	1200	2000	2000	\$ 1,209,000.00	100%	\$ 1,209,000.00
W-31	2022	FM 973 Water Line	12"	2400	2400	\$ 1,532,000.00	100%	\$ 1,532,000.00
<b>\$ 14,633,085.40</b>								

**Previously Completed Projects**

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2002	1667	Creekside Offsite Utilities	12"	\$ 175,000.00	650	1000	60%	\$ 105,000.00
2005	1667	Greenbury Offsite Utilities	12"	\$ 407,816.64	308	1667	100%	\$ 408,000.00
2007	5,600	Water Supply Main From City of Austin to West Elevated Storage Tank and Downtown	16"	\$ 1,057,675.36	1550	4500	80%	\$ 850,000.00
2008	5,000	West Elevated Storage Tank	500,000	\$ 2,138,083.58	1550	4500	90%	\$ 1,924,000.00
2010	2,400	Presidential Glen Water Lines	16"	\$ 465,054.06	8	2000	83%	\$ 388,000.00
2009	5,000	East Manor Elevated Storage Tank	500,000	\$ 1,880,381.34	1550	4500	90%	\$ 1,692,000.00
2018	2,400	AMR Water Meters		\$ 399,300.00	2400	2400	100%	\$ 399,000.00
2022	1,667	FM 973 Waterline	12"	\$ 452,005.00	500	1667	100%	\$ 452,000.00
2021	1,667	Old Kimbro Waterline	12"	\$ 474,000.00	1000	1667	100%	\$ 474,000.00
2022	2,400	FM 973 Waterline	16"	\$ 582,400.00	150	1900	79%	\$ 461,000.00
2021	2,400	Gregg Lane to Tower Rd Waterline	12"	\$ 1,209,000.00	2000	2400	100%	\$ 1,209,000.00
2021	2,400	US 290 Waterline	16"	\$ 1,696,000.00	1500	2400	100%	\$ 1,696,000.00
2022	1667	Hill Lane Waterline	12"	\$462,893.00	600	800	48%	\$ 222,000.00
<b>Totals</b>				<b>\$ 11,399,608.97</b>				<b>\$ 10,280,000.00</b>

**CIF Ineligible Projects**






EXHIBIT B-3  
CITY OF MANOR WATER IMPROVEMENTS  
MISCELLANEOUS PROJECT COSTS  
MARCH 2023

Item 7.

Description	Amount
CIF Studies	\$ 21,000.00
Study Cost for Water, Mapping, Modeling	\$ 138,800.00
<b>Total Water-Related Costs</b>	<b>\$ 159,800.00</b>



EXHIBIT B-4  
CITY OF MANOR WATER  
IMPACT FEE CALCULATION  
MARCH 2023

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 25,072,885.40
Number of LUEs added:	\$ 6,200.00
<b>Maximum Water CIF:</b>	<b>\$ 4,044.00</b>
<b>50% Credit:</b>	<b>\$ 2,022.00</b>
<b>MAXIMUM ASSESSABLE CIF:</b>	<b>\$ 2,022.00</b>

EXHIBIT B-5  
CITY OF MANOR WASTEWATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
PRO RATA CALCULATIONS  
MARCH 2023

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2022 Dollars	Pro Rata Share	Pro Rata Project Cost in 2022 Dollars
S-18	2023	West Cottonwood Gravity Line, Phase 2	15"	1200	1200	\$ 2,297,000.00	100.00%	\$ 2,297,000.00
S-23	2025	Willow Lift Station and Force Main	200 gpm	210	100	\$ 3,009,000.00	47.62%	\$ 1,433,000.00
S-30	2024	Expand Cottonwood WWTP to 0.40 MGD Capacity	0.40 MGD	909	909	\$10,067,000.00	100.00%	\$10,067,000.00
S-31	2025	Expand Cottonwood WWTP to 0.60 MGD Capacity	0.50 MGD	1272	1272	\$10,530,000.00	100.00%	\$10,530,000.00
S-33	2023	Wilbarger Basin Gravity Line to Lift Station (off Gregg Lane)	15"	1200	1200	\$ 2,746,000.00	100.00%	\$ 2,746,000.00
S-34	2023	Wilbarger Basin lift station and force main (off Gregg Lane)	12" FM and 225 gpm LS	1200	1000	\$ 3,570,000.00	83.33%	\$ 2,975,000.00
S-35	2025	Gravity line from City Limits to tie in to Wastewater line to Cottonwood	12"	1200	300	\$ 3,310,000.00	25.00%	\$ 828,000.00
CIP-2	2023	Bell Farms Lift Station Expansion	1,400 gpm, 2nd WW	2172	1800	\$ 716,000.00	82.87%	\$ 593,000.00
CIP-3	2023	Presidential Glen Lift Station Expansion	2,275 gpm, 2nd WW	3517	2400	\$ 716,000.00	68.24%	\$ 489,000.00
CIP-4	2024	US 290 WW Line Expansion	12" & 15"	3600	2300	\$ 1,736,000.00	63.89%	\$ 1,109,000.00
<b>Totals</b>								<b>\$33,067,000.00</b>

**Previously Completed Projects**

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2001	300	Hamilton Point Sewer Main	Gravity Sewer Line to Serve Hamilton Point Sub	\$ 128,000.00	300	0	0%	\$ -
2003	1091	Creekside Offsite/Onsite and Wilbarger WWTP	Lift Station, Forced Main and WWTP	\$ 1,033,000.00	726	726	67%	\$ 687,000.00
2004	1264	East Old Highway 20 Gravity Line, Lift Station, Forced Main (Bell Farms FM)	Gravity Line Lift Station and Forced Main to Serve new growth along Old Highway 20	\$ 1,034,873.04	616	1264	100%	\$ 1,035,000.00
2005	1885	Greenbury Gravity Line	Gravity Line Along US 290 to Serve Greenbury Sub	\$ 619,007.39	308	1500	80%	\$ 493,000.00
2008	888	Carriage Hills Lift Station and Forced Main	Lift Station and Forced Main to Serve Carriage Hills Sub	\$ 680,972.01	275	888	100%	\$ 681,000.00
2018	1000	High school gravity line to Stonewater LS; LS improvements	Gravity wastewater line to serve new high school	\$ 51,000.00	200	1000	100%	\$ 51,000.00
2020	679	Travis County Rural Center lift station and force main	Lift Station and Force Main from Rural Center to existing wastewater line	\$ 2,524,000.00	345	580	85%	\$ 2,156,000.00
2021	1272	Bastrop-Parsons wastewater line	Replacement of existing wastewater line in Bastrop and Parsons; to correct current capacity issues and serve additional growth	\$ 423,292.00	1272	1272	100%	\$ 423,000.00
2021	1586	Wildhorse Creek lift station expansion	Change in discharge point increased Phase 1 capacity from 440 to 1026 LUEs, currently at about 706 LUEs. Will need to expand LS when Lagos develops to ultimate 1586 LUE capacity.	\$ 1,367,000.00	1300	1586	100%	\$ 1,367,000.00
2020	5354	Addl. Wilbarger WWTP Capacity	New treatment capacity to meet growth	\$ 34,960,000.00	4200	5000	93%	\$32,648,000.00
2022	363	Cottonwood WWTP Ph 1	New plant for growth in eastern portion of City	\$ 12,622,000.00	100	363	100%	\$12,622,000.00
2022	754	FM 973 Gravity Wastewater line	15" wastewater line to extend service north along FM 973	\$ 1,473,000.00	75	754	100%	\$ 1,473,000.00
2023	1200	West Cottonwood LS and FM	New lift station and distribution lines to meet growth in eastern portion of City	\$ 2,175,000.00	150	1200	100%	\$ 2,175,000.00
<b>Totals</b>								<b>\$55,811,000.00</b>

**CIF Ineligible Projects**

2009	727	Wilbarger WWTP Capacity Buyback						
	2005	Creekside Lift Station Forced Main Adjustment						





EXHIBIT B-6  
CITY OF MANOR WASTEWATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
MISCELLANEOUS PROJECT COSTS  
MARCH 2023

Description	Total Cost
CIF Studies	\$ 21,000.00
Gilleland Creek COA Impact Fee (34 LUEs @ \$1,400)	\$ -
Study Cost for Wastewater, Mapping, Modeling	\$ 303,100.00
<b>Total Sewer-Related Costs</b>	<b>\$ 324,100.00</b>



EXHIBIT B-7  
CITY OF MANOR WASTEWATER  
IMPACT FEE CALCULATION  
MARCH 2023

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 89,202,000.00
Number of LUEs added:	6,200.00
<b>Maximum Wastewater CIF:</b>	<b>\$ 14,387.00</b>
<b>50% Credit:</b>	<b>\$ (7,193.50)</b>
<b>MAXIMUM ASSESSABLE CIF:</b>	<b>\$ 7,193.50</b>

EXHIBIT B-8  
CITY OF MANOR WATER AND WASTEWATER IMPACT  
FEE FACTORS  
MARCH 2023

**1. RESIDENTIAL DEVELOPMENT**

Community Impact Fees for residential development shall be assessed based upon the number of dwelling units proposed for development times the appropriate LUE Factor for water as shown below.

Dwelling Type	Units	LUE Factor
Single Family Residential	Per Housing Unit	1
Two-Family Residential	Per Residential Unit	0.7
Three-Family Residential	Per Residential Unit	0.7
Multi-Family Residential	Per Residential Unit	0.5

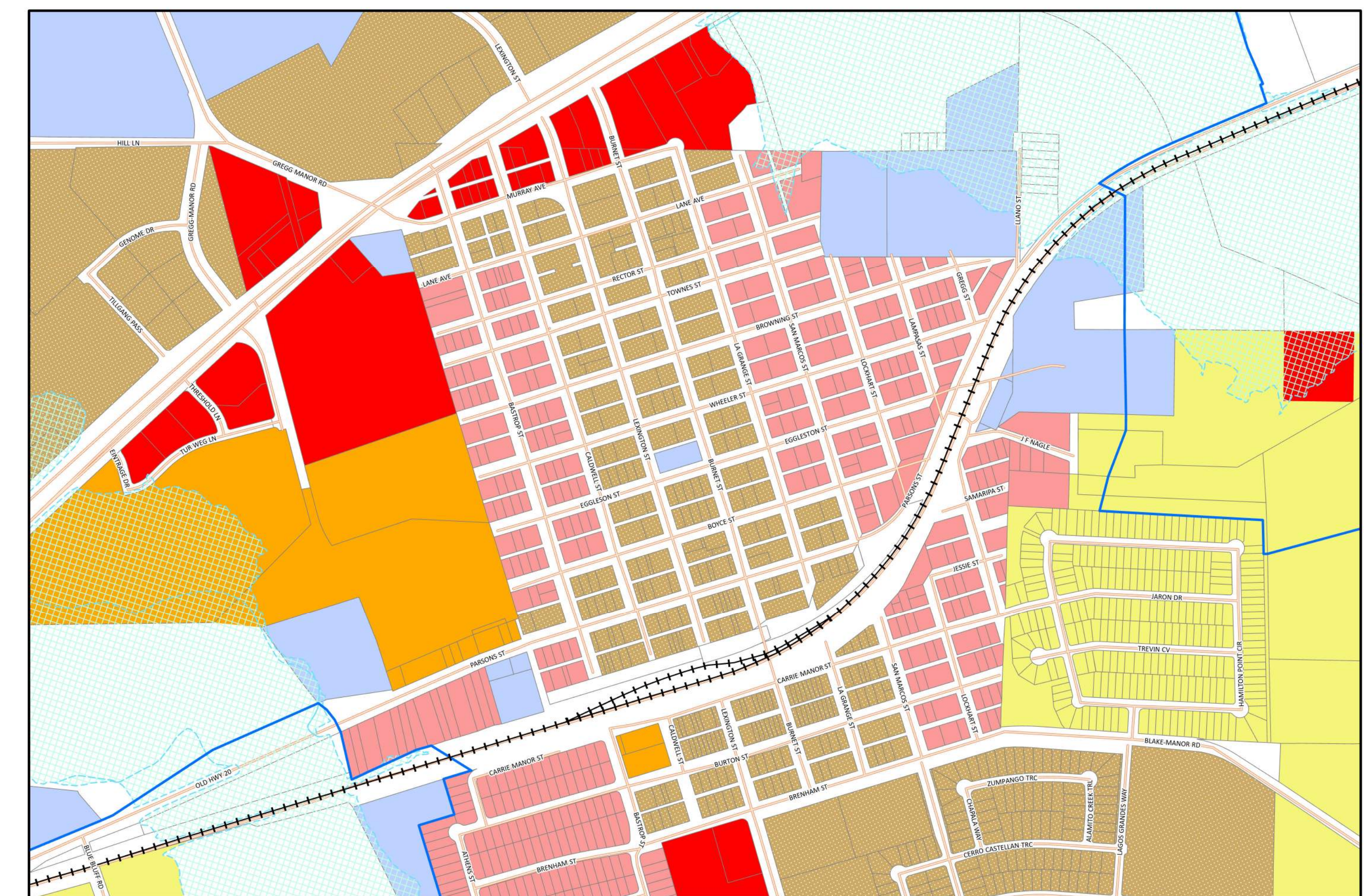
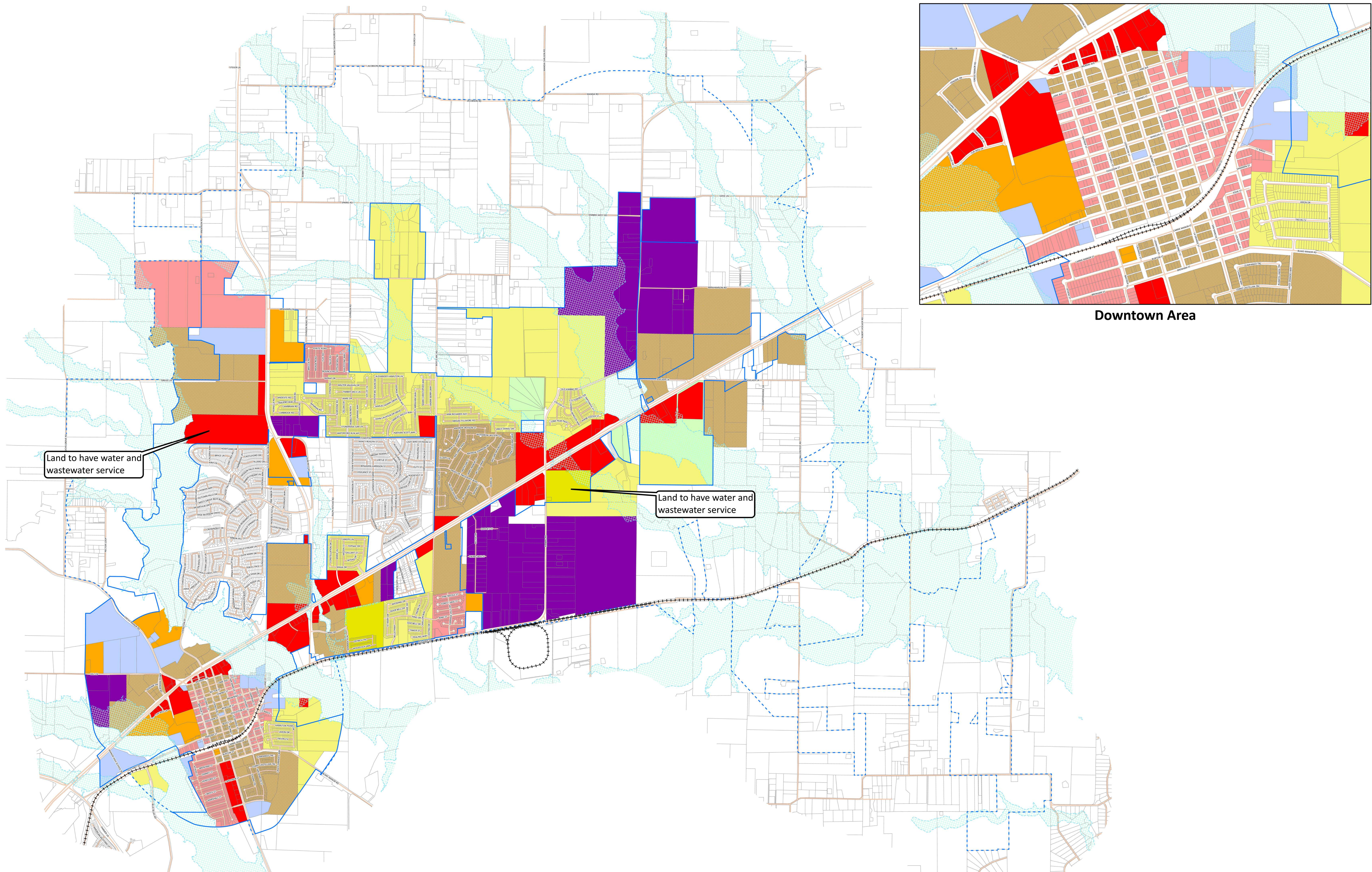
**2. NON-RESIDENTIAL DEVELOPMENT**

Community Impact Fees for all non-residential development shall be assessed based upon the water meter size and type installed to serve the proposed development water, as shown below.

Meter Size (Inch)	Type	LUE Factor
5/8	Positive	1
	Displacement	
3/4	Positive	1.5
	Displacement	
1	Positive	2.5
	Displacement	
1-1/2	Positive	5
	Displacement	
2	Positive	8
	Displacement	
2	Compound	8
2	Turbine	10
3	Compound	16
3	Turbine	24
4	Compound	25
4	Turbine	42
6	Compound	50
6	Turbine	92
8	Compound	80
8	Turbine	160
10	Compound	115
10	Turbine	250
12	Turbine	330







Downtown Area

Land to have water and wastewater service

Land to have water and wastewater service

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

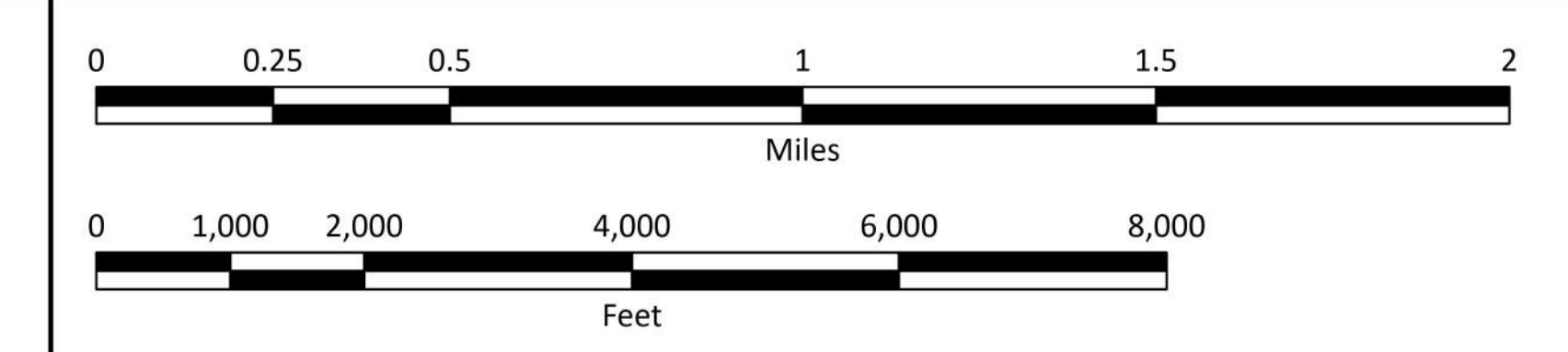
Map Created By:  
**GBA**

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

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

# Land Use Assumption Map

Map Updated: February 03, 2023







**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on a Resolution of the City Council of the City of Manor, Texas authorizing and dissolving the EntradaGlen Public Improvement District (PID) within the City of Manor, Texas in accordance with the provisions of Chapter 372 of the Texas Local Government Code; resolving other matters incident and related thereto; and providing an effective date.

**BACKGROUND/SUMMARY:**

The Dissolution Agreement entered into with the developer for the EntradaGlen PID, as amended called for the dissolution of the PID if assessments were not levied or bonds were not issued by May 31, 2023. While the developer is making progress toward bond issuance, the deadline pursuant to the Dissolution Agreement was not met and City staff was directed to process the dissolution of the PID for City Council consideration. The attached resolution is provided for City Council consideration to dissolve the EntradaGlen PID.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2023-27

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve Resolution No. 2023-27 of the City Council of the City of Manor, Texas authorizing and dissolving the EntradaGlen Public Improvement District (PID) within the City of Manor, Texas in accordance with the provisions of Chapter 372 of the Texas Local Government Code; resolving other matters incident and related thereto; and providing an effective date.

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

**RESOLUTION NO. 2023-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS AUTHORIZING AND DISSOLVING THE ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Manor, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to dissolve and create a public improvement district within its corporate limits and its extraterritorial jurisdiction; and

**WHEREAS**, on December 2, 2020, the City approved the creation of the EntradaGlen Public Improvement District (the “District”) by Resolution No. 2020-16;

**WHEREAS**, on December 2, 2020, Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the “Petitioner”) entered into the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District, recorded as Document No. 2020247406 in the Official Public Records of Travis County, Texas, as amended by that First Amendment to the Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District dated October 19, 2022, recorded as Document No. 2022172162 in the Official Public Records of Travis County, Texas, and as further amended by that Second Amendment to the Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District dated November 16, 2022, recorded as Document No. 2022182574 in the Official Public Records of Travis County, Texas (collectively, the “Dissolution Agreement”), which provided that the Developer would not oppose dissolution of the District if the first issuance of PID bonds or a levy of special assessments did not occur by May 31, 2022; and

**WHEREAS**, the Dissolution Agreement constitutes the Developer’s petition to dissolve the District under Section 372.011, Texas Local Government Code, as amended (the “Petition”), attached hereto as Exhibit “A” and incorporated herein for all purposes, requesting the dissolution of the EntradaGlen Public Improvement District covering approximately 262.091 acres described in the Petition and on Exhibit “B” attached hereto and incorporate herein for all purposes; and

**WHEREAS**, Petitioner represents that they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property described in the Petition, within the corporate limits of the City. It is further asserted that Petitioner includes the intended successors in interest to certain owners of taxable real property within the area of the District; and



**WHEREAS**, the Act states that a Petition to dissolve a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment, or more than fifty percent (50%) of all record owners of property liable for assessment; and

**WHEREAS**, after publishing notice in an official newspaper of general circulation in the City and mailing notice of the hearing, all as required by and in conformity with Section 372.009 of the Act, and pursuant to Section 372.011 of the Act, the City Council, on July 5, 2023, conducted a public hearing on the advisability of dissolution of the EntradaGlen Public Improvement District; and

**WHEREAS**, after all persons having an interest in the dissolution of the District were given the opportunity to be heard, the City Council closed the public hearing; and

**WHEREAS**, the Petition, has been examined, verified, and found to meet the requirements of the Act and to be sufficient for consideration by the City Council; and

**WHEREAS**, the City Council has determined that the approval of this Resolution is in the best interests of the City and its residents.

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

**SECTION 1.** The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**SECTION 2.** The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.011 of the Act.

**SECTION 3.** Pursuant to the requirements of the Act, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares: It is advisable to dissolve the EntradaGlen Public Improvement District.

**SECTION 4.** The EntradaGlen Public Improvement District is hereby dissolved under the Act in accordance with the findings set forth in this Resolution as to the advisability of the dissolution.

**SECTION 5.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**SECTION 6.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 7.** The City Council hereby authorizes and directs the City Secretary to give notice of the authorization for the dissolution of the EntradaGlen Public Improvement District by recording this Resolution in the Official Public Records of Travis County, Texas.

**SECTION 8.** It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

**SECTION 9.** This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the 5<sup>th</sup> day of July 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
City of Manor, Texas



**EXHIBIT "A"  
PETITION FOR DISSOLUTION OF DISTRICT**



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Dec 18, 2020 01:29 PM Fee: \$58.00

**2020247406**

\*Electronically Recorded\*

**CORRECTION AFFIDAVIT FOR THE AMENDED AND  
RESTATED AGREEMENT REGARDING THE DISSOLUTION  
OF THE ENTRADAGLEN PUBLIC IMPROVEMENT  
DISTRICT**

This Correction Affidavit (the "Affidavit") is hereby made as a correction instrument in substitution of the agreement titled "**Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District**" (the "Corrected Dissolution Agreement") dated December 2, 2020 and recorded in **Document No. 2020245954** of the Official Public Records of Travis County, Texas to correct the following incorrect information: Exhibit "A" of the Dissolution Agreement erroneously included an "Affidavit of Eric & Rebekah Thomason" that should not have been attached nor is it a part of Exhibit "A" of the Corrected Dissolution Agreement. Other than the stated correction, this Affidavit is intended to restate in all respects the Corrected Dissolution Agreement.

City of Manor, Texas

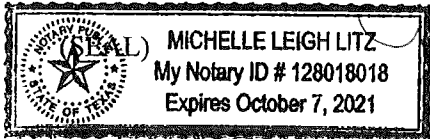
*Veronica Rivera*

Veronica Rivera  
Assistant City Attorney

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

Before me, the undersigned authority, on this day personally appeared Veronica Rivera, Assistant City Attorney of the City of Manor, Texas, known to me to be such person who signed the foregoing Affidavit in my presence and acknowledged to me that such person executed the foregoing Affidavit for purposes therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 18<sup>th</sup> day of December, 2020.



*Michelle Leigh Litz*  
Notary Public, State of Texas



**Amended and Restated Agreement Regarding the Dissolution of  
the EntradaGlen Public Improvement District**

This Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the "Agreement") is entered into on this 2 day of Dec, 2020 by Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the "Developer") and the City of Manor, a Texas home rule municipality (the "City"), hereinafter sometimes referred to collectively as the Parties.

RECITALS

A. The Developer requested the City establish the EntradaGlen Public Improvement District (the "Original EntradaGlen District") in that certain Petition for the Creation of a Public Improvement District to Finance Certain Improvements benefitting the Las Entradas and ShadowGlen Subdivisions dated August 16, 2017, and amended by the Amended Petition for the Creation of a Public Improvement District to Finance Certain Improvements to Las Entradas and ShadowGlen Subdivisions dated March 22, 2018 (collectively, the "Original Petition").

B. On July 18, 2018, the parties entered into the Agreement Regarding Dissolution of the EntradaGlen Public Improvement District recorded as Document No. 2018121739 in the Official Public Records of Travis County, Texas (the "Original Dissolution Agreement"), and the City approved the formation of the District over the property described in Exhibit A of the Original Petition, by Resolution No. 2018-06 (the "Original Resolution").

C. On October 29, 2020, the Developer filed with the City that certain "Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)" (the "Petition").

D. On the same date that the parties entered into this Agreement, the City approved the dissolution of the Original EntradaGlen District and the formation of a new EntradaGlen Public Improvement District (the "District") over the property described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"), by Resolution No. 2020-16 (the "Resolution").

E. The Developer has requested the City to issue bonds to assist with the financing of certain public improvements identified in the Resolution (the "PID Bonds").

F. The Parties desire to provide for the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein.

G. The Original Dissolution Agreement is hereby terminated and replaced in its entirety by this Agreement.

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Developer agrees that this Agreement constitutes Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that (a) Hill Lane, as further described in the contemplated development agreement between the Parties (the "Development Agreement") is not constructed within eighteen (18) months after the effective date of the Development Agreement, or (b) by (i) the first issuance of PID Bonds are not issued, or (ii) a levy of special assessments does not occur, by October 31, 2022, whichever occurs earlier (the "Authorization"). In such event, the Developer will not oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.
3. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns. Owner shall cause any person or entity to whom Owner transfers the Property or any portion thereof (the "Subsequent Owner") to execute a document containing language substantially similar to that set forth in paragraph 2 granting the City the authorization to dissolve the District as provided in paragraph 2. Owner shall provide the City with a copy of said document.
4. This Agreement may be amended only by a written instrument executed by all the Parties. Upon satisfaction of one of the conditions set forth in paragraph 2, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Travis County, Texas.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
6. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.





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

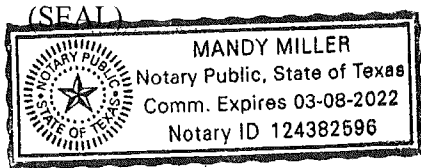
Attest:

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

By: Dr. Larry Wallace, Jr.  
Name: Dr. Larry Wallace, Jr.  
Title: Mayor

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

This instrument was acknowledged before me on this 3<sup>RD</sup> day of DECEMBER, 2020 by Dr. Larry Wallace, Jr., Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.



Mandy Miller  
Notary Public, State of Texas

**DEVELOPER:**

COTTONWOOD HOLDINGS, LTD., a Texas limited partnership

By: COTTONWOOD GENERAL PARTNER, L.L.C., a Texas limited liability company, as General Partner

By: *Peter A. Dwyer*  
Name: Peter A. Dwyer 12/2/2020  
Title: President

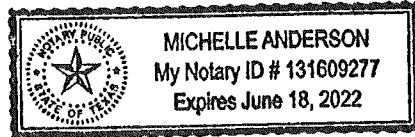
ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2<sup>nd</sup> day of December, 2020, by Peter A. Dwyer, President of Cottonwood General Partner, L.L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership on behalf of that limited liability company and limited partnership.

(SEAL)

*Michelle Anderson*  
Notary Public, State of Texas



SHADOWGLEN DEVELOPMENT CORPORATION,  
a Texas corporation

By: *[Signature]*  
Name: Peter A. Dwyer *12/2/2020*  
Title: President

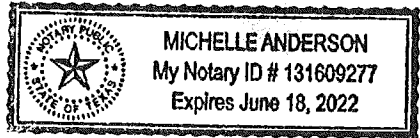
ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2nd day of December, 2020, by Peter A. Dwyer, President of Shadowglen Development Corporation, a Texas corporation, on behalf of that corporation.

(SEAL)

*[Signature]*  
Notary Public, State of Texas





LAS ENTRADAS DEVELOPMENT CORPORATION,  
a Texas corporation

By: *Peter A. Dwyer*  
Name: Peter A. Dwyer *12/2/2020*  
Title: President

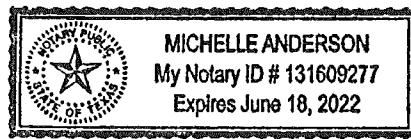
ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2<sup>nd</sup> day of December  
2020, by Peter A. Dwyer, President of Las Entradas Development Corporation, a Texas  
corporation, on behalf of that corporation.

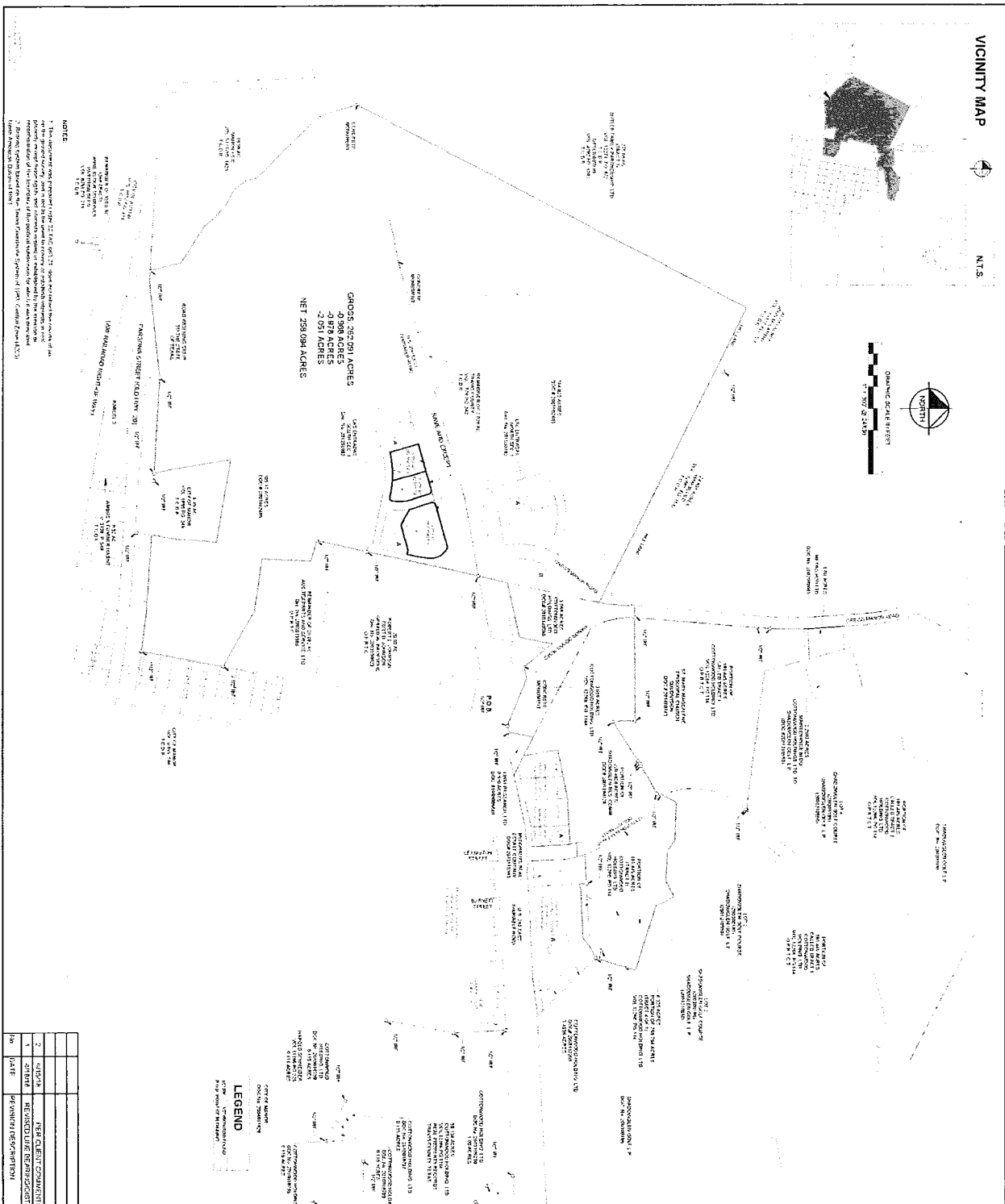
(SEAL)

*Michelle Anderson*  
Notary Public, State of Texas



**Exhibit "A"**  
**The Property**

Item 8.



**NOTES:**

- The land shown on this plat is the result of a survey conducted by the undersigned on or about the date hereon appearing and is not to be construed as a warranty of title or a representation of the accuracy of the information shown thereon.
- Boundaries shown on this plat are based on a survey of the land shown thereon.

NO.	DATE	REVISION DESCRIPTION
1		INITIAL SURVEY
2		REVISION DESCRIPTION

ENTRADA - GLEN  
PUBLIC IMPROVEMENT DISTRICT  
SITuated IN THE WILLIAM STANDER  
SURVEY NO. 89, ABSTRACT NO. 74  
JAMES MANOR  
SURVEY NO. 40, ABSTRACT NO.  
CITY OF MANOR, TRAVIS COUNTY.

**Kimley-Horn**

Scale: As Shown  
Drawn by: [Name]  
Checked by: [Name]  
Date: [Date]





*Ra*

Rebecca Guerrero, County Clerk  
Travis County, Texas

Oct 26, 2022 09:59 AM Fee: \$46.00

2022172162

\*Electronically Recorded\*

ORIGINAL

**First Amendment to the Amended and Restated Agreement Regarding  
the Dissolution of the EntradaGlen Public Improvement District**

This First Amendment to the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (this "First Amendment") is entered into on this 19<sup>th</sup> day of October, 2022, by Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the "Developer") and the City of Manor, a Texas home rule municipality (the "City"), herein sometimes referred to collectively as the Parties.

RECITALS

- A. On July 18, 2018, the parties entered into the Agreement Regarding Dissolution of the EntradaGlen Public Improvement District (the "Original Dissolution Agreement"), recorded as Document No. 2018121739 in the Official Public Records of Travis County, Texas, which provided, among other things, that the Developer would not oppose dissolution of the PID if the first issuance of PID bonds or a levy of special assessments did not occur by August 31, 2021.
- B. On October 29, 2020, the parties entered into the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the "Dissolution Agreement"), recorded as Document No. 2020247406 in the Official Public Records of Travis County, Texas, which provided, among other things, that the Developer would not oppose dissolution of the District if the first issuance of PID bonds ("PID Bonds") or a levy of special assessments did not occur by October 31, 2022.
- C. The Parties desire to provide for an extension to the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein.

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

- 1. The Recitals set forth above are incorporated herein and made a part of this First Amendment for all purposes.
- 2. All capitalized terms in this First Amendment shall have the same meanings as in the Dissolution Agreement unless expressly provided otherwise herein.
- 3. Section 2 of the Dissolution Agreement is hereby deleted and replaced with the following:

"2. The Developer agrees that this Agreement constitutes Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that (a) Hill Lane, as further described in the contemplated development agreement between the Parties (the "Development Agreement") is not constructed within eighteen (18) months after the effective date of the Development Agreement, or (b) by (i) the first issuance of PID Bonds are not issued, or (ii) a levy of special assessments does not occur, by November 30, 2022, whichever occurs

*P*

earlier (the “Authorization”). In such event, the Developer will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.”

4. All terms and conditions of the Dissolution Agreement are hereby ratified and affirmed, as modified by this First Amendment. To the extent there is any inconsistency between the Dissolution Agreement and this First Amendment, the provisions of this First Amendment shall control.
5. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
6. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this First Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.
7. This First Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment and this First Amendment is effective as of the first date indicated above.

*[signature pages follow]*



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

Attest:

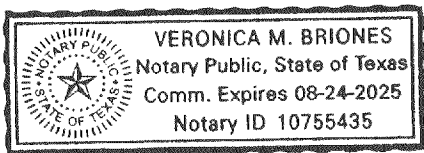
By: *L Almaraz*  
Name: Lluvia T. Almaraz  
Title: City Secretary

By: *Dr. Christopher Harvey*  
Name: Dr. Christopher Harvey  
Title: Mayor

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

This instrument was acknowledged before me on this 19<sup>th</sup> day of October, 2022 by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.

(SEAL) *V Briones*  
Notary Public, State of Texas



*P*



**DEVELOPER:**

COTTONWOOD HOLDINGS, LTD., a Texas limited partnership

By: COTTONWOOD GENERAL PARTNER, L.L.C., a Texas limited liability company, as General Partner

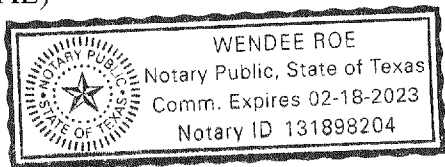
By: *[Signature]*  
Name: Peter A. Dwyer *10/18/2022*  
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 18 day of October, 2022, by Peter A. Dwyer, President of Cottonwood General Partner, L.L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership on behalf of that limited liability company and limited partnership.

(SEAL)



*[Signature]*  
Notary Public, State of Texas

SHADOWGLEN DEVELOPMENT CORPORATION,  
a Texas corporation

By: *[Signature]*  
Name: Peter A. Dwyer      10/18/2022  
Title: President

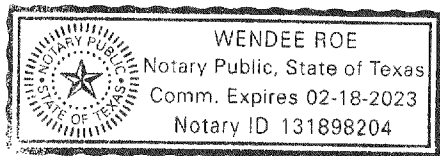
ACKNOWLEDGEMENT

THE STATE OF TEXAS      §  
COUNTY OF TRAVIS      §

This instrument was acknowledged before me on this 18 day of October,  
2022 by Peter A. Dwyer, President of Shadowglen Development Corporation, a Texas  
corporation, on behalf of that corporation.

(SEAL)

*[Signature]*  
Notary Public, State of Texas



LAS ENTRADAS DEVELOPMENT CORPORATION,  
a Texas corporation

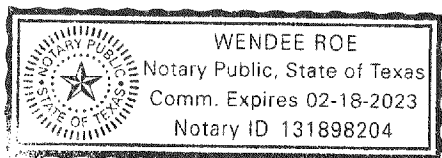
By: *P. Dwyer*  
Name: Peter A. Dwyer *10/18/2022*  
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 18 day of October, 2022, by Peter A. Dwyer, President of Las Entradas Development Corporation, a Texas corporation, on behalf of that corporation.

(SEAL)



*Wende Roe*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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





Rebecca Guerrero, County Clerk  
Travis County, Texas

Nov 21, 2022 01:22 PM Fee: \$46.00

2022182574

\*Electronically Recorded\*

ORIGINAL

**Second Amendment to the Amended and Restated Agreement Regarding  
the Dissolution of the EntradaGlen Public Improvement District**

This Second Amendment to the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (this "Second Amendment") is entered into on this 11<sup>th</sup> day of November, 2022, by Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the "Developer") and the City of Manor, a Texas home rule municipality (the "City"), herein sometimes referred to collectively as the Parties.

**RECITALS**

A. On July 18, 2018, the parties entered into the Agreement Regarding Dissolution of the EntradaGlen Public Improvement District (the "Original Dissolution Agreement"), recorded as Document No. 2018121739 in the Official Public Records of Travis County, Texas, which provided, among other things, that the Developer would not oppose dissolution of the PID if the first issuance of PID bonds or a levy of special assessments did not occur by August 31, 2021.

B. On December 2, 2020, the parties entered into the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the "Dissolution Agreement"), recorded as Document No. 2020247406 in the Official Public Records of Travis County, Texas, which provided that the Developer would not oppose dissolution of the District if Hill Lane was not constructed by January 7, 2023, or if the first issuance of PID bonds ("PID Bonds") or a levy of special assessments did not occur by October 31, 2022.

C. On October 19, 2022, the parties entered into the First Amendment to the Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the "First Amendment"), recorded as Document No. 2022172162 in the Official Public Records of Travis County, Texas, which provided, an extension to dissolution of the District from October 31, 2022, to November 30, 2022, to provide time for the Parties to negotiate a longer extension.

D. The Parties have come to an agreement and desire to provide for an extension to the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein.

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this Second Amendment for all purposes, and the Recitals herein correctly reflect the date the Parties entered into the Dissolution Agreement, which was incorrectly stated in Recital B of the First Amendment.
2. All capitalized terms in this Second Amendment shall have the same meanings as in the Dissolution Agreement unless expressly provided otherwise herein.

3. Section 2 of the Dissolution Agreement and as amended by the First Amendment is hereby deleted in its entirety and replaced with the following:

“2. The Developer agrees that this Agreement constitutes Developer’s petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that (a) Hill Lane, as further described in the contemplated development agreement between the Parties (the “Development Agreement”) is not constructed within eighteen (18) months after the effective date of the Development Agreement, or (b) by (i) the first issuance of PID Bonds are not issued, or (ii) a levy of special assessments does not occur, by May 31, 2023, whichever occurs earlier (the “Authorization”). In such event, the Developer will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.”

4. All terms and conditions of the Dissolution Agreement are hereby ratified and affirmed, as modified by this Second Amendment. To the extent there is any inconsistency between the Dissolution Agreement, the First Amendment, and this Second Amendment, the provisions of this Second Amendment shall control.
5. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
6. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Second Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.
7. This Second Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment and this Second Amendment is effective as of the first date indicated above.

*[signature pages follow]*

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

Attest:

By: [Signature]  
Name: Lluvia T. Almaraz  
Title: City Secretary



[Signature]  
Name: Dr. Christopher Harvey  
Title: Mayor

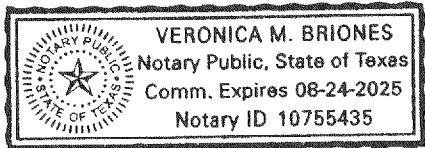
**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

§

This instrument was acknowledged before me on this 16<sup>th</sup> day of November, 2022 by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.

(SEAL)

[Signature]  
Notary Public, State of Texas





**DEVELOPER:**

COTTONWOOD HOLDINGS, LTD., a Texas limited partnership

By: COTTONWOOD GENERAL PARTNER, L.L.C., a Texas limited liability company, as General Partner

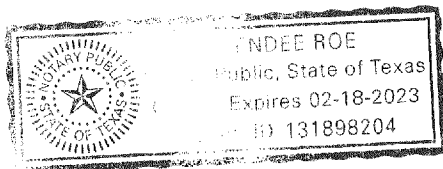
By: *[Signature]*  
Name: Peter A. Dwyer *11/16/2022*  
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of November, 2022 by Peter A. Dwyer, President of Cottonwood General Partner, L.L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership on behalf of that limited liability company and limited partnership.

(SEAL)



*[Signature]*  
Notary Public, State of Texas

SHADOWGLEN DEVELOPMENT CORPORATION,  
a Texas corporation

By: *Peter A. Dwyer*  
Name: Peter A. Dwyer 11/16/2022  
Title: President

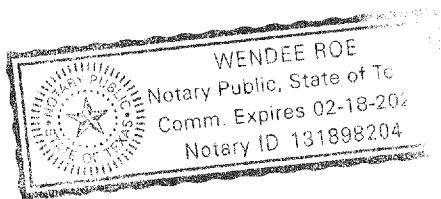
ACKNOWLEDGEMENT

THE STATE OF TEXAS           §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this 16 day of November,  
2022 by Peter A. Dwyer, President of Shadowglen Development Corporation, a Texas  
corporation, on behalf of that corporation.

(SEAL)

*Wendee Roe*  
Notary Public, State of Texas



LAS ENTRADAS DEVELOPMENT CORPORATION,  
a Texas corporation

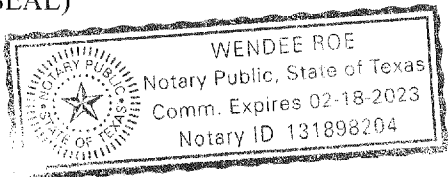
By: *Peter A. Dwyer*  
Name: Peter A. Dwyer *11/16/2022*  
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of November,  
2022, by Peter A. Dwyer, President of Las Entradas Development Corporation, a Texas  
corporation, on behalf of that corporation.

(SEAL)



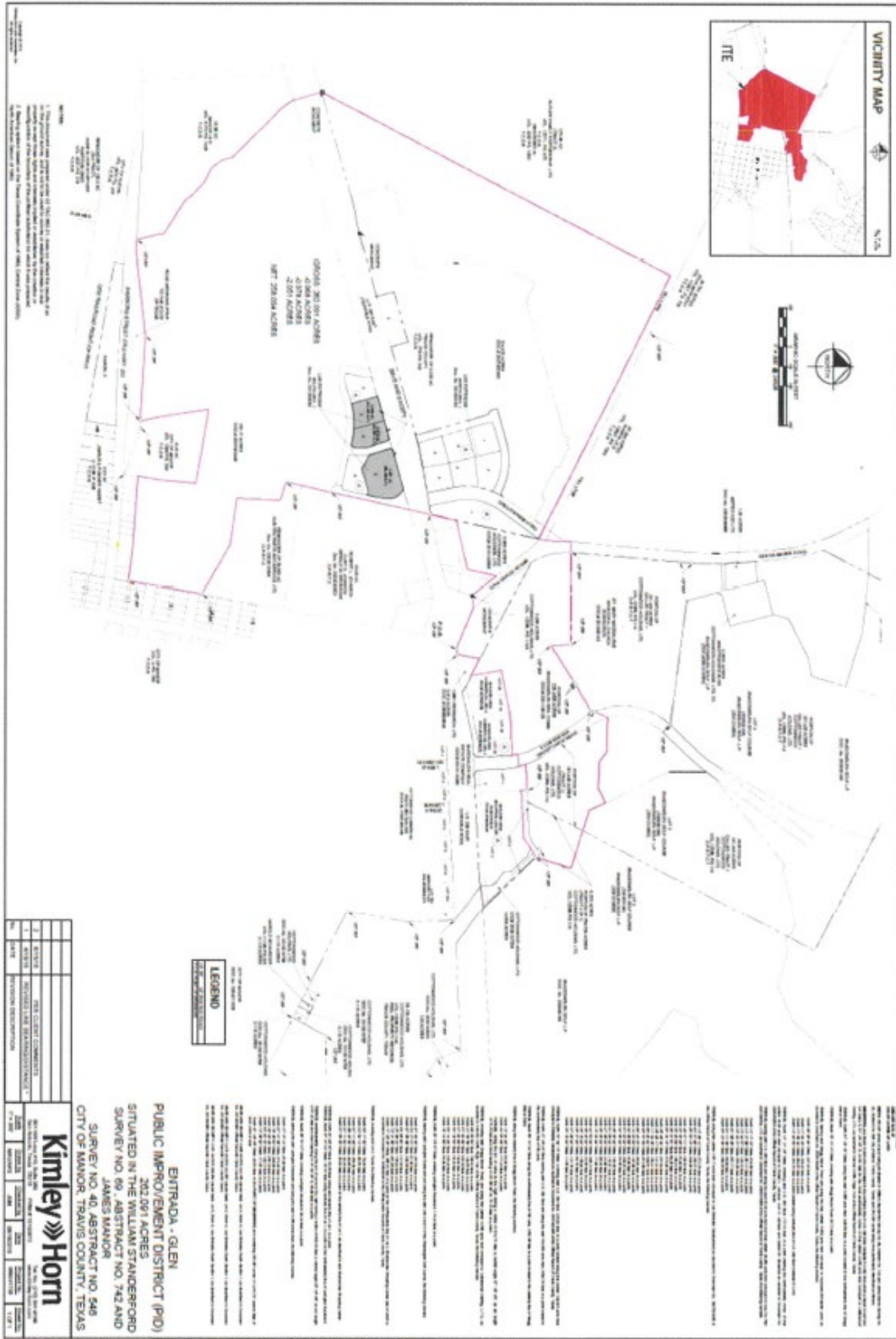
*Wendee Roe*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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



**EXHIBIT "B"**  
**EntradaGlen PID Boundary Map**





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the First Amendment to Development Agreement (Newhaven).

**BACKGROUND/SUMMARY:**

On April 19, 2023, Gregg Lane Dev LLC (“Developer”) and the City entered into a Development Agreement for a mixed use project on approximately 90.3 acre tract with the intent to create a PID and to, among other things, provide for a community benefit fee. The City’s PID Committee met and made a recommendation to calculate the fee based on 15% of bond par. The attached First Amendment to the Development Agreement is provided for City Council consideration.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- First Amendment

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the First Amendment to Development Agreement (Newhaven).

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

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**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
(Newhaven)**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is entered into as of the 5<sup>th</sup> day of July 2023 (the “First Amendment Effective Date”), by and between the **City of Manor**, a Texas home-rule municipal corporation (the “City”), and **Gregg Lane Dev LLC**, a Texas limited liability company, and its authorized and approved successors and assigns (the “**Developer**”). The City and the Developer are herein sometimes referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

A. WHEREAS, the City and the Developer entered into that certain Development Agreement (Newhaven) dated April 19, 2023, with **Monarch Ranch at Manor LLC**, a Texas limited liability company (“Monarch Developer”), as a Consenting Party (the “Agreement”) relating to the development and improvement by the Developer of certain parcels of land located within the municipal boundaries of the City consisting of approximately 90.35 acres (the “Property”) as a mixed used project, as more particularly described in the Agreement.

B. WHEREAS, Monarch Developer consented to the Agreement for the limited purposes described in Sections 6.02, 6.03, and 6.04 of the Agreement, and pursuant to Section 13.01 of thereof, the Agreement may be amended by a writing approved by the City Council of the City that is signed by the Parties; therefore, Monarch Developer is not a party to this First Amendment.

C. WHEREAS, the Parties now wish to amend the Agreement in certain respects, including setting forth the percentage used to calculate the community benefit fee, and agreeing that the covenants in the Agreement and this First Amendment run with the land.

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

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.
2. Capitalized Terms. Any capitalized term that is used in this First Amendment and is not otherwise defined herein shall have the meaning that is ascribed to it in the Agreement.
3. Community Benefit Fee. The Parties agree that a payment of the community benefit fee in the amount of fifteen percent (15%) of bond par shall be paid by the Developer to the City three (3) days prior to bond closing.



4. Covenants Running with the Land. The terms of the Agreement and this First Amendment shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property.

5. Amendment of Agreement. Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this First Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this First Amendment conflicts or is inconsistent with the Agreement, the provision of this First Amendment shall control.

6. Entire Agreement. This First Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this First Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

7. Governing Law. This First Amendment shall be governed by, construed under and enforced in accordance with the laws of the State of Texas.

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

9. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this First Amendment.

10. Interpretation. This First Amendment has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this First Amendment.

11. Authority. Each party hereto warrants that each has the full legal authority to execute and deliver this First Amendment. In addition, the individual who executes this First Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

12. Severability. If any provision of this First Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this First Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this First Amendment.

13. Anti-Boycott Verification. To the extent this First Amendment constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, Developer represents that neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this First Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law.

14. Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.

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

16. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this First Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law.

17. Multiple Counterparts. This First Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

*[Signature pages follow]*



EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

**CITY:**

**CITY OF MANOR, TEXAS,**  
a Texas home-rule municipal corporation

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

**Attest:**

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

**Approved as to form:**

By: \_\_\_\_\_  
Name: Veronica Rivera  
Title: Assistant City Attorney

**THE STATE OF TEXAS   §**

**COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

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

*[Signatures continue on next page.]*

**DEVELOPER:**

**GREGG LANE DEV LLC**, a Texas limited liability company

By: Gregg Lane Manager, LLC, a Texas limited liability company, its Manager

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: \_\_\_\_\_  
Name: Sudharshan Vembutty  
Title: Manager

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas limited liability company, Manager of Gregg Lane Manager, LLC, a Texas limited liability company, Manager of Gregg Lane Dev LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution of the City Council of the City of Manor, Texas, authorizing and creating the Newhaven Public Improvement District (PID) within the City of Manor, Texas in accordance with Chapter 372 Texas Local Government Code; resolving other matters incident and related thereto; and providing an effective date.

**BACKGROUND/SUMMARY:**

On April 19, 2023, Gregg Lane Dev LLC (“Developer”) and the City entered into a Development Agreement for a mixed use project on approximately 90.3 acre tract with the intent to create a PID. The attached resolution is provided for City Council consideration to create the Newhaven PID.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2023-28

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve Resolution No. 2023-28 authorizing and creating the Newhaven Public Improvement District (PID) within the City of Manor, Texas in accordance with Chapter 372 Texas Local Government Code; resolving other matters incident and related thereto; and providing an effective date.

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



**RESOLUTION NO. 2023-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS AUTHORIZINNG AND CREATING THE NEWHAVEN PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Manor, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to create a public improvement district within its corporate limits and its extraterritorial jurisdiction and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

**WHEREAS**, on March 17, 2022, Gregg Lane Dev, LLC, a Texas limited liability company (the “Petitioner”), submitted and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Act a “Petition for the Creation of a Public Improvement District to Finance Improvements to the Newhaven Development” (the “Petition”) requesting the establishment of a public improvement district within the corporate limits of the City, covering approximately 90.3 acres described in the Petition, and is more particularly described by metes and bounds in **Exhibit “A”** and depicted on **Exhibit “B”** (the “Property”) each attached hereto and incorporated herein for all purposes, to be known as the Newhaven Public Improvement District (the “District”); and

**WHEREAS**, Petitioner represents that they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal in the Petition, within the corporate limits of the City; and

**WHEREAS**, the Act states that a Petition to create a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

**WHEREAS**, Petitioners estimate the cost of the proposed public improvements is \$10,000,000.00 (including issuance and other financing costs) and that said cost will be recovered through an assessment against property in the District which will result in each parcel paying its fair share of the costs of public improvements based on the special benefits received by the property; and

**WHEREAS**, the City Council of the City (the “City Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

**WHEREAS**, after publishing notice in an official newspaper of general circulation in the City and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council conducted a public hearing on the advisability of the improvements and services on July 5, 2023; and

**WHEREAS**, after all persons having an interest in the creation of the District were given the opportunity to be heard, the City Council closed the public hearing; and

**WHEREAS**, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

**WHEREAS**, the City Council has determined that the approval of this Resolution is in the best interests of the City and its residents.

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

**SECTION 1.** The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**SECTION 2.** The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

**SECTION 3.** Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares:

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements (as defined below) described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on property located within the District.
- (b) General Nature of the Proposed Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District, in phases, may include, without limitation: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above,

including costs of establishing, administering and operating the District (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property within the District.

- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$10,000,000.00 (including bond issuance and other financing costs). The City will determine what amount or portion of the costs will be paid by assessment of the property owners within the District. Unless otherwise agreed upon by the City, the City will not be obligated to provide any funds to finance the proposed Authorized Improvements, other than from assessments levied on real property within the District. The developer of the Property (the “Developer”) may be obligated to pay the costs of certain specified Authorized Improvements within the District. The Developer may be reimbursed for the costs of certain specified Authorized Improvements from assessments levied within the District. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.
- (d) District Boundaries. The District is proposed to include approximately 90.3 acres of land generally located near the northwest corner of the intersection of Gregg Lane and FM 973 and within the corporate limits of the City, as more particularly described in **Exhibit “A”** attached hereto, and as depicted on **Exhibit “B”** attached hereto.
- (e) Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the Authorized Improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited. The assessment methodology will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the Authorized Improvements.
- (f) Proposed Apportionment of Cost between the District and the City. Authorization and creation of the District will not obligate the City to provide any funds to finance the Authorized Improvements. No City property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments levied on the Property within the District and from other funds, if any, available to the District.
- (g) Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall, from time to time, advise the City regarding certain operations of the District.



- (h) Advisory Body. The District shall be managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.

**SECTION 4.** The Newhaven Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution, which authorization shall take effect on the date of adoption of this Resolution. The District shall be subject to the terms, conditions, limitations, and reservations contained in the findings of Section 3 of this Resolution. The Authorized Improvements described in the Petition and Section 3 of this Resolution are authorized to be made in accordance with the service and assessment plan for the Newhaven Public Improvement District to be approved by City Council at a future meeting.

**SECTION 5.** The District can be terminated as provided by law. Subject to the last sentence of this Section 5, the power of the City to continue to levy and collect assessments within the District pursuant to the Act will cease and the District will be dissolved following the Authorization, as defined in that certain Agreement Regarding the Dissolution of the Newhaven Public Improvement District dated \_\_\_\_\_, 2023 attached hereto as **Exhibit “C”** (the “Dissolution Agreement”) and a public hearing has been held by the City Council as described in Section 372.011 of the Act. The Dissolution Agreement constitutes the Developer’s petition to dissolve the District under Section 372.011, Texas Local Government Code, as amended. The Dissolution Agreement is hereby authorized and approved. If the District is dissolved, the District shall remain in effect for the purpose of meeting obligations of indebtedness for the Authorized Improvements.

**SECTION 6.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**SECTION 7.** If any section, article, paragraph, sentence, clause, phrase or word in this Resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of the Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 8.** The City Secretary is directed to give notice of the authorization for the establishment of the District by recording this Resolution in the Official Public Records of Travis County, Texas on or before the seventh day after the passage of this Resolution.

**SECTION 9.** It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

**SECTION 10.** This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the 5<sup>th</sup> day of July 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
City of Manor, Texas

**AFTER RECORDING RETURN TO:**

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

**EXHIBIT "A"**  
**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**



Professional Land Surveying, Inc.  
 Surveying and Mapping

Office: 512-443-1724  
 Fax: 512-389-0943  
 3500 McCall Lane  
 Austin, Texas 78744

**30.580 ACRES**  
**SUMNER BACON SURVEY No. 62, ABSTRACT No. 63**  
**TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

**THENCE** North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

1662-001-30.580 AC



7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

1662-001-30.580 AC

30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

**THENCE** South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

**THENCE** North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

**THENCE** South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

**THENCE** South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

1662-001-30.580 AC

**THENCE** South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-30.580ac

*Paul J. Flugel 1-6-2021*

Paul J. Flugel  
Registered Professional Land Surveyor  
State of Texas No. 5096  
TBPLS Firm No. 10124500







**Professional Land Surveying, Inc.  
Surveying and Mapping**

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**59.765 ACRES  
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63  
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

**THENCE** North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

1662-001-59.765 ACS

6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;

- 29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;
- 30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;
- 31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
- 32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

**THENCE** South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2 " rebar with 'Chaparral' cap set;

**THENCE** South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

**THENCE** South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

**THENCE** South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

**THENCE** South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-59.765ac

*Paul J. Flugel* 1-18-2021  
 Paul J. Flugel  
 Registered Professional Land Surveyor  
 State of Texas No. 5096  
 TBPLS Firm No. 10124500

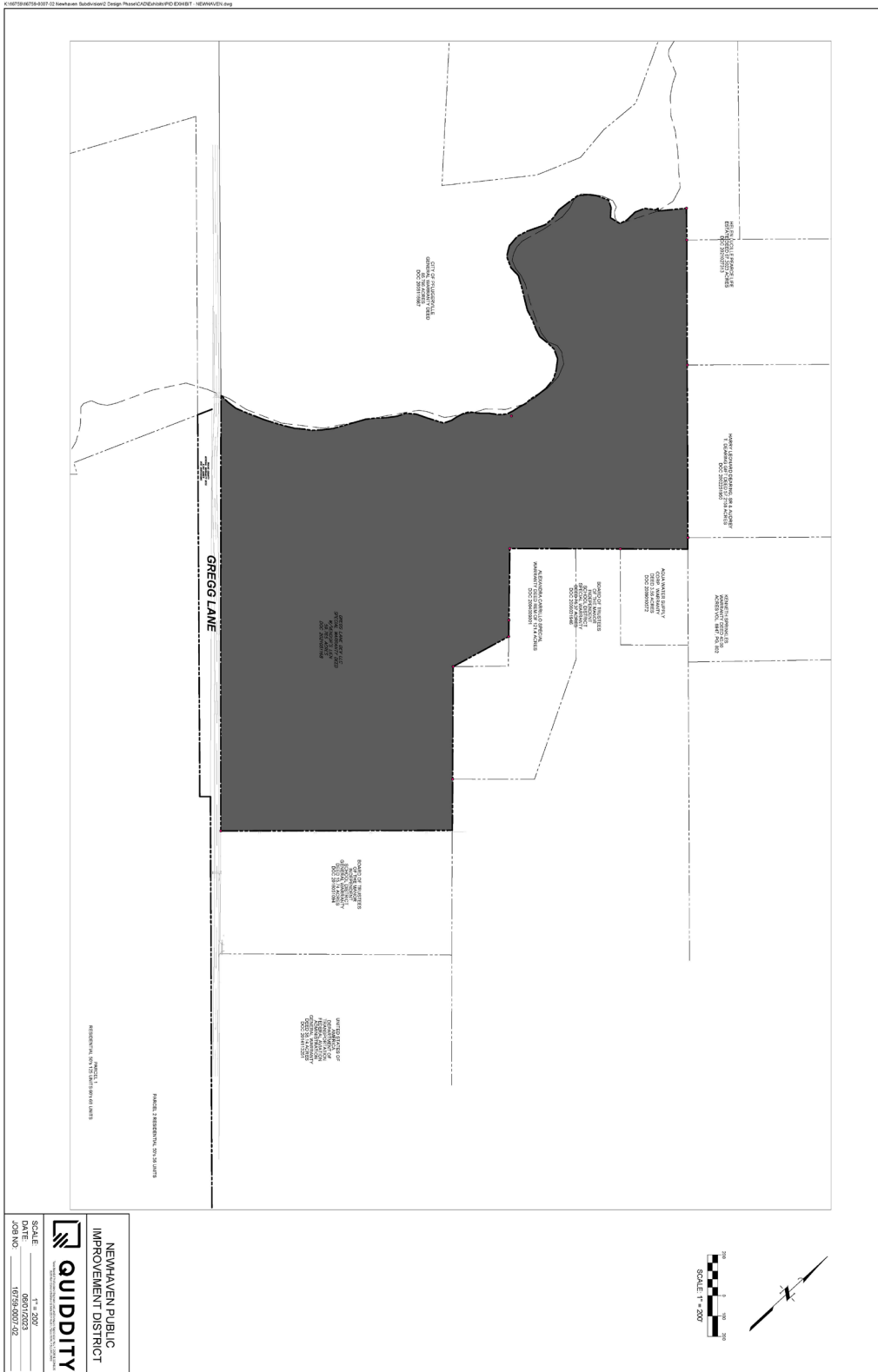


1662-001-59.765 ACS





### EXHIBIT "B" PROPERTY DEPICTION







**EXHIBIT "C"  
DISSOLUTION AGREEMENT**

## EXHIBIT C

### Agreement Regarding the Dissolution of the Newhaven Public Improvement District

This Agreement Regarding the Dissolution of the Newhaven Public Improvement District (the “Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Gregg Lane Dev LLC, a Texas limited liability company (the “Developer”) and the City of Manor, a Texas home rule municipality (the “City”), hereinafter sometimes referred to collectively as the “Parties.”

**Whereas**, the Developer requested the City establish the Newhaven Public Improvement District (the “District”) in that certain Petition for the Creation of a Public Improvement District to Finance Improvements to the Newhaven Development, submitted to the City on March 17, 2022, including any subsequent amendments (the “Petition”); and

**Whereas**, on the same date that the parties entered into this Agreement, the City authorized the creation of the District over the property described in **Exhibit A**, attached hereto and incorporated herein for all purposes (the “Property”), by Resolution No. \_\_\_\_\_, as it may be amended from time to time (the “Resolution”); and

**Whereas**, the Developer intends to request that the City issue bonds (the “PID Bonds”) to reimburse the Developer for the costs of certain public improvements (the “Authorized Improvements”) generally identified in the Resolution; and

**Whereas**, the Parties desire to provide for the dissolution of the District if (1) the Developer has not constructed Authorized Improvements with an aggregate value of \$1,000,000 or more, and (2) special assessments are not levied or the PID Bonds are not issued, by the deadline set forth herein; and

**Whereas**, as determined by the current tax roll of the Travis Central Appraisal District, the Developer constitutes (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the Petition, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the Petition, as evidenced by the current tax roll with the signatures of the Petitioners (as defined in the Petition) registering support of the Petition next to the account for the respective Petitioner’s property on the tax rolls is attached hereto as **Exhibit B** and incorporated for all purposes; and

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the Parties agree as follows:

1. The recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Developer agrees that this Agreement constitutes Developer’s petition to dissolve the District under Section 372.011, Texas Local Government Code, as amended, and the City is hereby authorized to dissolve the District if (1) the Developer has not constructed

Authorized Improvements with an aggregate value of \$1,000,000 or more, and (2) the first issuance of PID Bonds or a levy of special assessments does not occur by July 6, 2026 (collectively, the “Authorization”). The Developer will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement and will cooperate with the City to cause the District to be dissolved.

3. The Authorization shall terminate and expire upon the earlier of (i) Developer’s construction of Authorized Improvements with an aggregate value of \$1,000,000 or more (ii) the City’s levy of special assessments, or (iii) the City’s first issuance of the PID Bonds.
4. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns. Developer shall cause any person or entity to whom Developer transfers the Property or any portion thereof (the “Subsequent Owner”) to execute a document containing language substantially similar to that set forth in Section 2 granting the City the authorization to dissolve the District as provided in Section 2. The Developer shall provide the City with a copy of said document within three (3) business days of execution thereof.
5. This Agreement may be amended only by a written instrument executed by all the Parties. Upon satisfaction of one of the conditions set forth in Section 3, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Travis County, Texas.
6. If the conditions set forth in Section 2 are met, but substantial progress has been made towards the construction of the Authorized Improvements (as defined in the Petition), the levy of special assessments, or the issuance of PID Bonds, then the City, in its sole and absolute discretion, may choose to set the Authorization aside and permit the District to remain in existence for a period of up to 6 months (an “Extension Period”) to allow progress to continue on the construction of the Authorized Improvements, the levy of special assessments, or issuance of PID Bonds. If, after the expiration of an Extension Period, additional progress has been made on either the construction of the Authorized Improvements, the levy of special assessments, or the issuance of PID Bonds, then the City may choose to permit one or more additional Extension Periods. If substantial progress has not been made at the expiration of an Extension Period, then the City may choose to take up the Authorization and dissolve the District, in its sole and absolute discretion.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
8. It is acknowledged and agreed by the parties that time is of the essence in the performance of this Agreement.



**EXHIBIT C**

**IN WITNESS WHEREOF**, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

*[Signature page(s) to follow]*

**CITY:**

**City of Manor, Texas**  
a Texas home rule municipal corporation

Attest:

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

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

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home rule municipal corporation, on behalf of said corporation.

(SEAL)

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

**EXHIBIT C**

**DEVELOPER:**

**GREGG LANE DEV LLC**, a Texas limited liability company

By: Gregg Lane Manager, LLC, a Texas limited liability company, its Manager

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: \_\_\_\_\_  
Name: Sudharshan Vembutty  
Title: Manager

STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas limited liability company, Manager of Gregg Lane Manager, LLC, a Texas limited liability company, Manager of Gregg Lane Dev LLC, a Texas limited liability company, on behalf of said company.

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

**AFTER RECORDING RETURN TO:**

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



## EXHIBIT C

**Exhibit A**  
**Property Description**



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**30.580 ACRES**  
**SUMNER BACON SURVEY No. 62, ABSTRACT No. 63**  
**TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

**THENCE** North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

1662-001-30.580 AC

**EXHIBIT C**

7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

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## EXHIBIT C

- 30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
- 31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
- 32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
- 33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
- 34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
- 35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
- 36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
- 37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
- 38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
- 39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
- 40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

**THENCE** South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

**THENCE** North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

**THENCE** South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

**THENCE** South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

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**EXHIBIT C**

**THENCE** South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-30.580ac

*Paul J. Flugel 1-6-2021*  
Paul J. Flugel  
Registered Professional Land Surveyor  
State of Texas No. 5096  
TBPLS Firm No. 10124500



## EXHIBIT C



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**59.765 ACRES**  
**SUMNER BACON SURVEY No. 62, ABSTRACT No. 63**  
**TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

**THENCE** North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

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**EXHIBIT C**

6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;

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EXHIBIT C

- 29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;
- 30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;
- 31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
- 32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

**THENCE** South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2 " rebar with 'Chaparral' cap set;

**THENCE** South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

**THENCE** South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

**THENCE** South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

**THENCE** South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-59.765ac

*Paul J. Flugel 1-18-2021*

Paul J. Flugel  
Registered Professional Land Surveyor  
State of Texas No. 5096  
TBPLS Firm No. 10124500



1662-001-59.765 ACS



**EXHIBIT C**

*Item 10.*

**Exhibit B  
Evidence of Standing**







### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an Agreement Regarding the Dissolution of the Newhaven Public Improvement District.

**BACKGROUND/SUMMARY:**

On April 19, 2023, Gregg Lane Dev LLC (“Developer”) and the City entered into a Development Agreement for a mixed-use project on an approximately 90.3-acre tract with the intent to create a PID and provide for the parties to enter into a dissolution agreement contemporaneously with the PID creation. The dissolution agreement provides that the PID may be dissolved if the levying of assessments or bond issuance does not take place by July 6, 2026, and Developer is requesting that the PID may be dissolved if Developer has not constructed authorized improvements in the aggregate value of \$1,000,000 or more as an addition. The attached dissolution agreement is provided for City Council consideration.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Dissolution Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the Agreement Regarding the Dissolution of the Newhaven Public Improvement District.

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

## Agreement Regarding the Dissolution of the Newhaven Public Improvement District

This Agreement Regarding the Dissolution of the Newhaven Public Improvement District (the “Agreement”) is entered into on this 5<sup>th</sup> day of July 2023 by Gregg Lane Dev LLC, a Texas limited liability company (the “Developer”) and the City of Manor, a Texas home rule municipality (the “City”), hereinafter sometimes referred to collectively as the “Parties.”

**Whereas**, the Developer requested the City establish the Newhaven Public Improvement District (the “District”) in that certain Petition for the Creation of a Public Improvement District to Finance Improvements to the Newhaven Development, submitted to the City on March 17, 2022, including any subsequent amendments (the “Petition”); and

**Whereas**, on the same date that the parties entered into this Agreement, the City authorized the creation of the District over the property described in **Exhibit A**, attached hereto and incorporated herein for all purposes (the “Property”), by Resolution No. 2023-28 as it may be amended from time to time (the “Resolution”); and

**Whereas**, the Developer intends to request that the City issue bonds (the “PID Bonds”) to reimburse the Developer for the costs of certain public improvements (the “Authorized Improvements”) generally identified in the Resolution; and

**Whereas**, the Parties desire to provide for the dissolution of the District if (1) the Developer has not constructed Authorized Improvements with an aggregate value of \$1,000,000 or more, and (2) special assessments are not levied or the PID Bonds are not issued, by the deadline set forth herein; and

**Whereas**, as determined by the current tax roll of the Travis Central Appraisal District, the Developer constitutes (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the Petition, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the Petition, as evidenced by the current tax roll with the signatures of the Petitioners (as defined in the Petition) registering support of the Petition next to the account for the respective Petitioner’s property on the tax rolls is attached hereto as **Exhibit B** and incorporated for all purposes; and

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the Parties agree as follows:

1. The recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Developer agrees that this Agreement constitutes Developer’s petition to dissolve the District under Section 372.011, Texas Local Government Code, as amended, and the City is hereby authorized to dissolve the District if (1) the Developer has not constructed



Authorized Improvements with an aggregate value of \$1,000,000 or more, and (2) the first issuance of PID Bonds or a levy of special assessments does not occur by July 6, 2026 (collectively, the “Authorization”). The Developer will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement and will cooperate with the City to cause the District to be dissolved.

3. The Authorization shall terminate and expire upon the earlier of (i) Developer’s construction of Authorized Improvements with an aggregate value of \$1,000,000 or more (ii) the City’s levy of special assessments, or (iii) the City’s first issuance of the PID Bonds.
4. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns. Developer shall cause any person or entity to whom Developer transfers the Property or any portion thereof (the “Subsequent Owner”) to execute a document containing language substantially similar to that set forth in Section 2 granting the City the authorization to dissolve the District as provided in Section 2. The Developer shall provide the City with a copy of said document within three (3) business days of execution thereof.
5. This Agreement may be amended only by a written instrument executed by all the Parties. Upon satisfaction of one of the conditions set forth in Section 3, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Travis County, Texas.
6. If the conditions set forth in Section 2 are met, but substantial progress has been made towards the construction of the Authorized Improvements (as defined in the Petition), the levy of special assessments, or the issuance of PID Bonds, then the City, in its sole and absolute discretion, may choose to set the Authorization aside and permit the District to remain in existence for a period of up to 6 months (an “Extension Period”) to allow progress to continue on the construction of the Authorized Improvements, the levy of special assessments, or issuance of PID Bonds. If, after the expiration of an Extension Period, additional progress has been made on either the construction of the Authorized Improvements, the levy of special assessments, or the issuance of PID Bonds, then the City may choose to permit one or more additional Extension Periods. If substantial progress has not been made at the expiration of an Extension Period, then the City may choose to take up the Authorization and dissolve the District, in its sole and absolute discretion.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
8. It is acknowledged and agreed by the parties that time is of the essence in the performance of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

*[Signature page(s) to follow]*

**CITY:**

**City of Manor, Texas**

a Texas home rule municipal corporation

**Attest:**

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

Name: Lluvia T. Almaraz

Title: City Secretary

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

Name: Dr. Christopher Harvey

Title: Mayor

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home rule municipal corporation, on behalf of said corporation.

(SEAL)

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



**DEVELOPER:**

**GREGG LANE DEV LLC**, a Texas limited liability company

By: Gregg Lane Manager, LLC, a Texas limited liability company, its Manager

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: \_\_\_\_\_  
Name: Sudharshan Vembutty  
Title: Manager

STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas limited liability company, Manager of Gregg Lane Manager, LLC, a Texas limited liability company, Manager of Gregg Lane Dev LLC, a Texas limited liability company, on behalf of said company.

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

**AFTER RECORDING RETURN TO:**

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

## Exhibit A Property Description



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**30.580 ACRES**  
**SUMNER BACON SURVEY No. 62, ABSTRACT No. 63**  
**TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

**THENCE** North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

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7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

1662-001-30.580 AC



- 30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
- 31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
- 32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
- 33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
- 34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
- 35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
- 36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
- 37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
- 38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
- 39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
- 40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

**THENCE** South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

**THENCE** North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

**THENCE** South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

**THENCE** South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

1662-001-30.580 AC

**THENCE** South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-30.580ac

*Paul J. Flugel 1-6-2021*

Paul J. Flugel  
Registered Professional Land Surveyor  
State of Texas No. 5096  
TBPLS Firm No. 10124500



1662-001-30.580 AC



**Professional Land Surveying, Inc.  
Surveying and Mapping**

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**59.765 ACRES  
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63  
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

**THENCE** North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

**THENCE** with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

1662-001-59.765 ACS



6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;

- 29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;
- 30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;
- 31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
- 32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

**THENCE** South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2 " rebar with 'Chaparral' cap set;

**THENCE** South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

**THENCE** South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

**THENCE** South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

**THENCE** South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-59.765ac

*Paul J. Flugel* 1-18-2021

Paul J. Flugel  
 Registered Professional Land Surveyor  
 State of Texas No. 5096  
 TBPLS Firm No. 10124500



1662-001-59.765 ACS





**Exhibit B**  
**Evidence of Standing**

LANDOWNER AFFIDAVIT OF OWNERSHIP

**SUBJECT PROPERTY INFORMATION**

Subdivision Name, Block, Lot, or legal description if not subdivided: \_\_\_\_\_  
# of lots (if subdivided): \_\_\_\_\_ # of acres: \_\_\_\_\_  
Site Property ID #(s): \_\_\_\_\_  
Location: \_\_\_\_\_ County: \_\_\_\_\_  
Development Name: \_\_\_\_\_

**OWNER**

Company/Applicant Name: \_\_\_\_\_  
Authorized Company Representative (if company is owner): \_\_\_\_\_  
Type of Company and State of Formation: \_\_\_\_\_  
Title of Authorized Company Representative (if company is owner): \_\_\_\_\_  
Applicant Address: \_\_\_\_\_  
Applicant Fax: \_\_\_\_\_  
Applicant Phone: \_\_\_\_\_  
Applicant/Authorized Company Representative Email: \_\_\_\_\_

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein is true and correct.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_ §  
  §  
County of \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is the \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ on behalf of said company

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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on Letter of Intent for Underwriting Services for Special Assessment Bonds and G-17 (Newhaven Public Improvement District).

**BACKGROUND/SUMMARY:**

The City’s PID policy provides that the City Council select an underwriter with input from the Developer. By separate agenda item on July 5, 2023, City Council is considering the creation of the Newhaven Public Improvement District (PID). City staff recommends FMSbonds be selected as the Underwriter to provide services for the special assessment bonds due to their experience and prior services rendered to the city. The Developer has not objected to this recommendation. The attached Letter of Intent is provided for City Council consideration if the Newhaven PID is created on the same date as this agenda item.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Letter of Intent

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and select FMSbonds to provide underwriting services for the Newhaven PID and approve the Letter of Intent for Underwriting Services for Special Assessment Bonds and G-17 and authorize the City Manager to execute the Letter of Intent.

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





June 26, 2023

Mr. Scott Moore, City Manager  
City of Manor  
105 E. Eggleston Street  
Manor, Texas 78653

Re: Letter of Intent for Underwriting Services for Special Assessment Bonds & G-17

Dear Mr. Moore:

FMSbonds, Inc. (“FMS”) is being engaged as the underwriter by the City of Manor (the “City”) for its forthcoming issuance of Public Improvement District Special Assessment Bonds (the “Bonds”). We ask that you, as representative of the Issuer and Obligated Party within the meaning of SEC rules (“Issuer”), agrees, and acknowledge by signing below:

- FMS has been engaged as the underwriter for each issuance of the Bonds (the “Underwriter”) and not as financial advisor or municipal advisor;
- As an Underwriter, FMS may provide advice to the City on the structure, timing, terms and other similar matters concerning the Bonds;
- The Issuer has reviewed Attachment I which contains Municipal Securities Rulemaking Board (MSRB) Rule G-17 disclosures;
- It is the present intention of the City that FMS will underwrite each issuance of Bonds for the City, upon formal approval by the City, finalizing the structure of the Bonds, and the execution of a mutually agreed upon Bond Purchase Agreements for each issue.
- Any advice, suggestions, or recommendations we may provide to the Issuer in connection with the structuring and issuance of the Bonds shall be part of our scope of services as Underwriter.
- The services we shall provide as Underwriter are limited in scope to the Bonds and can be terminated at the discretion of the City at any time.

Sincerely yours,

Acknowledged and Agreed to by:

**FMSbonds, Inc.**

By: \_\_\_\_\_  
Print Name: R.R. "Tripp" Davenport, III  
Print Title: Director

By: \_\_\_\_\_  
Print Name: Scott Moore  
Print Title: City Manager

## Attachment I

### MSRB G-17 Disclosure

The City has engaged FMSbonds, Inc. (“FMS”) to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of Special Assessment Bonds (the "Bonds"). As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning each issuance of Bonds. Any such advice was provided by FMS as an underwriter and not as your financial advisor.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers, delegated persons such as the Issuer and investors.
- The underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. As such, the underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for each issuance of Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>1</sup>

FMS will be compensated by a fee and/or an fee that will be set forth in each bond purchase agreement to be negotiated and entered into in connection with each issuance of Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by FMS.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place each issuance of Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

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<sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the disclosure document by the underwriters is solely for purposes of satisfying the underwriters’ obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the disclosure document.

Further, our participation in each transaction contemplated herein remains subject to, among other things, the execution of a bond purchase agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as an underwriter in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to FMS. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. Depending on the final structure of the transaction that the City and FMS decide to pursue or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures.

It is our understanding that you have the authority to bind the City with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify FMS immediately.

The MSRB requires that we seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above within five (5) business days of the date of this letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Jones, Director  
**DEPARTMENT:** Economic Development

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Manor Commons Phase 3 Development Agreement.

**BACKGROUND/SUMMARY:**

Timmermann Commercial Investments LP, Greenview Development Greenbury LP, and Geraldine Timmermann (“Owners”) are requesting a development agreement for the Manor Commons Phase 3 project to provide development standards and restrictions for the development. Owners and City are also entering into a 380 agreement related to this project. The attached development agreement is provided for City Council consideration.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney

**FISCAL IMPACT:**

**PRESENTATION:**

**ATTACHMENTS:** Yes

- Development Agreement

**STAFF RECOMMENDATION:**

Staff recommends approval of the Manor Commons Phase 3 Development Agreement.

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



## MANOR COMMONS PHASE 3 DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between **TIMMERMANN COMMERCIAL INVESTMENTS LP**, a Texas limited partnership (including its successors and assigns, the “Owner”), Greenview Development Greenbury LP, a Texas limited partnership (“Greenview”), Geraldine Timmermann, an individual residing in Texas (“Timmermann”), and the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation located in Travis County, Texas (the “City”). Owner, Greenview, and Timmermann are referred to, collectively, herein as the “Owners”. The City, Greenview, Timmermann and Owner are herein sometimes referred to as a “Party” and collectively as the “Parties.”

### RECITALS:

A. Parcel A (hereinafter defined) is owned by Greenview. Parcel B and D (hereinafter defined) is owned by Timmermann. Parcel C (hereinafter defined) is owned by Owner. Parcels A, B C & D are collectively known as the Property (hereinafter defined).

B. Owners intend to develop and improve, in one or more phases, those certain parcels of land, all of which are located within the municipal boundaries of the City and consist of approximately 48 acres legally described on Exhibit “A” and Exhibit “A-1”, and as shown on plans in Exhibit “A-2” and Exhibit “A-3” attached hereto and incorporated herein (the, “Property”), as a mixed-used project(the “Project” or “Development”), as provided in this Agreement.

C. Owners will be seeking the City’s approval of the Development as generally depicted in Exhibit “B” attached hereto (the “Development Plan”).

D. The City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will further the growth of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, upgrade public infrastructure within the City, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

E. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Code of Ordinances.

F. The Parties desire to establish certain standards, restrictions, and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owners concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owners and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property as provided in this Agreement. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness, and enforceability of this Agreement.

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owners hereby agree as follows:

ARTICLE I  
DEFINITIONS; INCORPORATION OF RECITALS; TERM

1.1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if set forth herein in full.

1.2. Capitalized Terms. Capitalized terms used in this Agreement shall have the meanings set forth in this Section, unless otherwise defined, or unless the context clearly requires another definition.

“Agreement” is defined in the preamble hereof and includes any subsequent written amendments or modifications made pursuant to Section 7.6.

“Applicable Rules” has the meaning set forth in Section 4.1.

“Ch. 380 Agreement” means that certain Chapter 380 Grant Agreement – Timmermann Commercial Project by and between Owners, and the City dated of even date herewith.

“Ch. 380 Incentives” means sales tax rebates and any other economic incentives covered by the Ch. 380 Agreement.

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

“City Development Rules” has the meaning set forth in Section 4.1.

“City Rules” has the meaning set forth in Section 4.1.

“Code Modifications” means modifications to the City Development Rules approved for the Project as set forth on Exhibit “C” attached hereto.

“Code of Ordinances” means the applicable code or ordinances adopted by the City which regulate development or subdivision of real property within the City in effect as of the Effective Date.

“Development Plan” is the Development Plan attached hereto as Exhibit “B”.

“Effective Date” means the date on which this Agreement is entered into by both Parties, as provided above.

“Owners” means Timmermann Commercial Investments LP, a Texas limited partnership,

Greenview Development Greenbury LP, a Texas limited partnership, and Geraldine Timmermann and includes any subsequent owner, whether one or more and whether or not related to the Owners or otherwise a related party of the Owners or a partnership or other entity in which the Owners are a partner or participant, of all or any portion of the Property that specifically acquires by whole or partial assignment, by operation of law or otherwise, the rights and obligations of the Owners under this Agreement.

“Parcel A” means the approximately .9596 acre parcel designated as Parcel A on the 2022 Holt Carson Surveyor’s Plan numbered B1130016, as shown on Exhibit A-2 and more particularly as shown as “Lot 1, Block A”, on the GREENBURY PHASE ONE-A FINAL PLAT, according to the map or plat thereof, recorded in Document No. 200300073, Official Public Records, Travis County, Texas.

“Parcel B” means the approximately .98 acre parcel designated as Parcel B on the 2022 Holt Carson Surveyor’s Plan numbered B1130016, as shown on Exhibit A-2.

“Parcel C” means the approximately 31.889 acre parcel designated as Parcel C on the 2022 Holt Carson Surveyor’s Plan numbered B1130016, as shown on Exhibit A-2.

“Parcel D” means the approximately 14.09 acre parcel designated as Parcel D on the 2022 Holt Carson Surveyor’s Plan numbered C919002, as shown on Exhibit A-3.

“Party” or “Parties” is defined in the preamble hereof and includes any respective successors and/or permitted assigns.

“Person” means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

“Project” means the mixed-use real estate development planned for the Property.

“Project Approvals” has the meaning set forth in Section 4.1.

“Property” has the meaning set forth in the Recitals.

1.3. Term. The term of this Agreement shall commence on the Effective Date and continue until fifteen (15) years from the Effective Date.

## ARTICLE II BENEFITS; SEQUENCE OF EVENTS; COOPERATION

2.1. Property and Development Plan. The Property is proposed for development as a mixed-use project, including hotel and commercial uses as shown on the Development Plan. Owners will subdivide and develop the Property at the Owners’ initial expense in accordance with this Agreement (subject to Ch. 380 Incentives as provided in the Ch. 380 Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Rules.

2.2. General Benefits. Owners will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the

services that will be made available to the Property pursuant to the terms of this Agreement. Subject to the satisfaction of the conditions provided in Section 5.1 below, the City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owners have voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; (c) the water and wastewater services that will be made available to the Property; and (iv) the grants provided in the Ch. 380 Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property, by virtue of construction of roadways, by virtue of expanding its property and sales tax base, and by virtue of extension of its water and wastewater systems, by Owners as herein provided. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

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

- (a) Approval of this Agreement;
- (b) Approval of the Ch. 380 Agreement;
- (c) Submittal and processing of petition to annex the .98 acre tract of the Property, described as Parcel B in Exhibit A;
- (d) Submittal and review of a concept plan, Re-zoning applications, preliminary plat, Traffic Impact Analysis (TIA), final plat and subdivision construction plans (streets, drainage, water, wastewater and dry utilities) for the Property;
- (e) Notwithstanding the above, the City hereby acknowledges and agrees that the Owners may perform reconstruction of an existing detention pond, and construction of onsite infrastructure to convey offsite stormwater drainage prior to the approval of the preliminary plat; and
- (f) Removal of firework stand by December 31, 2024 (nothing herein shall be construed as a breach or default if Owners are unable to have the fireworks stand removed by such date so long as Owners are making reasonable business efforts in pursuit of removal, but said reasonable pursuit shall be no more than six (6) months after December 31, 2024. The Parties agree that, if litigation is filed by the Owners related to its removal, the six (6) month extension or remainder shall be continued after final appeal periods have been exhausted.

2.4. Necessary and Appropriate Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings



that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council. Nothing herein shall be considered an obligation or requirement that the City Council of the City of Manor review matters related to this Agreement that come before the body with a predetermined disposition.

ARTICLE III  
OBLIGATIONS AND CONDITIONS

3.1. City's Obligations. The City will reasonably cooperate with Owners and use its best efforts, in good faith, to:

(a) Complete City staff review and schedule for approval a concept plan, preliminary plats, final plats, zoning applications, TIA, utility plans, and construction plans for the Project, subject to the Owners timely submitting applications and responding to comments, as further described and agreed to in Section 4.9.

(b) Enter into the Ch. 380 Agreement to assist in the reimbursement of various infrastructure costs to be incurred by Owners in its development of the Project, provided the Project meets the following terms:

- (i) provides the City a positive return on investment with at a minimum, double the investment with regard to any incentives granted;
- (ii) provides the City with an adequate pro-rata share of jobs and capital investment per acre; and
- (iii) increases property taxes and City sales tax revenues in the areas the City is experiencing retail trade gap deficits.

(c) Complete the City's review of the TIA and provide approval of the TIA, as further described and agreed to in Section 4.11.

3.2. Owners' Obligations. The Owners shall:

(a) Use its best efforts, in good faith, to submit a concept plan, preliminary plats, final plats, zoning applications, TIA, utility plans, and construction plan applications, as may be required, to the City and respond to City comments, subject to the City timely commenting on such applications;

(b) Enter into the Ch. 380 Agreement and provide the City with information needed to evaluate the proposed Ch. 380 Incentives;

(c) Develop the Property and construct all infrastructure required for the proposed uses in compliance with the Applicable Rules;

(d) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Owners, their grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time; and

(e) Pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement and the Ch. 380 Agreement in an amount not to exceed \$50,000.00.

ARTICLE IV  
DEVELOPMENT OF THE PROPERTY

4.1. Applicable Rules.

(a) The Property shall be developed in compliance with the Applicable Rules and this Agreement, as it may be amended from time to time, and good engineering practices.

(b) If there is any conflict between the Project Approvals (as defined herein) and the City Development Rules (as defined herein), the Project Approvals shall prevail. If there is a conflict between this Agreement and the City Rules, this Agreement shall prevail, except that this Agreement does not supersede any City Charter provisions.

(c) For the purpose of establishing development standards for the Property, the following definitions, shall apply:

- (i) “Applicable Rules” means the City Rules and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date.
- (ii) “City Rules” means the City’s Charter, ordinances, rules, and regulations (including the City Development Rules).
- (iii) “City Development Rules” means ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction that apply to the Property, and that are in effect on the Effective Date, as modified by the Code Modifications attached hereto as Exhibit “C”, with amendments to such regulations applicable to the Property as provided herein.
- (iv) “Project Approvals” means all variances, waivers, and exceptions to the City Development Rules and the City Rules approved by the City, and all properly granted approvals required under the City Rules for the Property, including the plat approval, site development plans, and building permits.

4.2. Phased Development. The Project may be developed in phases over time. Owners may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently.

4.3 Cell Tower. Owners agree to have all improvements associated with the cell tower near the Southwest corner of Parcel C as described in Exhibit A of the Property removed by Owners or Owners’ Lessee within three hundred sixty five (365) days of the cell tower lease expiring. The lease is set to expire on November 31, 2032 and Owners agrees to not renew the lease. Owners further agree to either upgrade the existing fence, or install an additional fence outside the perimeter of the existing fence and landscaping in compliance with the City’s Code of Ordinances.

4.4. Zoning. Zoning of the Property, if any, shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. It is hereby acknowledged that any re-zoning that is subsequently approved for the Property shall allow the Property (or such applicable portion thereof) to be developed in accordance with terms and conditions of this Agreement.

4.5. Vested Rights. The City acknowledges that the Owners shall be deemed vested from the Effective Date to develop the Property in accordance with this Agreement and the City Rules to the extent and for such matters as vesting is applicable pursuant to Chapter 245 of the Texas Local Government Code. Owners acknowledge that no vested rights exist with respect to any claim, event plans or matters that occurred prior to the Effective Date. The Owners' vesting (1) shall expire on the fifth anniversary from the Effective Date if no progress has been made towards completion of the Project; or (2) will terminate if this Agreement is terminated by reason of Owners' default beyond any applicable notice and cure periods (the "Vested Rights"). Progress toward completion of the Property shall be defined as set forth in Section 245.005(c), Texas Local Government Code. To the extent any criteria specified in this Agreement which are in conflict with any other current or future City Rules, then this Agreement shall prevail unless otherwise agreed to by the Owners in writing. A vested right under this Agreement shall not apply to regulations mandated by state or federal law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project after the Effective Date. For the avoidance of doubt, the Parties acknowledges and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

4.6. Owners' Rights to Continue Development. In consideration of Owners' agreements, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting subdivision plats, site development permits or other necessary approvals, within the Property except for moratoria imposed pursuant to Texas Local Government Code Subchapter E, Section 212.131 et. seq. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

4.7. Masonry and Design Requirements. The City's "Architectural Standards," Chapter 14, Article 14.02, Division 6, Code of Ordinances, including masonry requirements, shall apply to the structures located on the Property, as may be modified by this Agreement. Masonry shall mean cement stucco, stone, or brick; except for buildings over 20,000 square feet tilt wall is considered masonry as well for up to half of the masonry requirement. Tilt-wall concrete panels shall have integrated color and have varied textures and patterns at least every 100 linear feet along primary façades. Tilt-wall concrete structures shall incorporate other permitted masonry materials. Tilt-wall concrete structures shall have reveals, punch-outs, patterns, textures or other similar surface characteristics to enhance the facade on at least ten (10) percent of each facade.

4.8. Land Use/Regulations. All development within the Property shall generally

comply with: (a) the Development Plan attached hereto as Exhibit “B”; (b) the City Code, unless otherwise stipulated or modified herein or listed on Exhibit “C” attached hereto; and (c) the terms and conditions of this Agreement, including any Exhibits attached hereto.

4.9. Timing of Platting/TIA. The Owners agree to waive the submission requirements of the City's ordinances and subdivision regulations and the City agrees to allow concurrent review of the concept plan, preliminary plat(s), construction plan(s), TIA and final plat(s). Upon each submittal the City shall have thirty (30) days to respond to the Owners and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City’s ordinances and subdivision regulations, and any other applicable code or regulation, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City’s Rules. Payment amounts under the TIA, if applicable, shall be made pursuant to the provisions above and shall not be required at the time of plat review.

4.10. Outdoor Lighting. The outdoor lighting standards set forth in the City’s Code of Ordinances, Article 15.05, shall apply to the Property, as may be modified by this Agreement.

4.11. Traffic Impact Analysis (TIA). The Owners will perform a TIA for review and approval by the City and Texas Department of Transportation. The Owners and City agree to work together diligently and in good faith to address any issues and/or comments to the TIA when they are received. The Owners shall obtain approval of the TIA by all reviewing jurisdictions. The Parties agree that the preliminary plat shall not be approved until the TIA is approved by all reviewing jurisdictions.

4.12. Building Permits. The Owners acknowledge and agree that compliance with Section 4.8 above is a condition of issuance of building permits and certificates of occupancy. Owners further agree that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 4.7 above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Rules, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Rules for a certificate of occupancy to be issued for such structure.

ARTICLE V  
Intentionally Deleted

ARTICLE VI



AUTHORITY; COVENANTS; PROPERTY RIGHTS

6.1. Powers.

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

(b) The Owners hereby represent and warrant to the City that Owners have full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement on behalf of Owner, Greenview, and Timmermann and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Owner, Greenview, and Timmermann. Concurrently with Owners’ execution of this Agreement, Owners have delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement by Owner, Greenview, and Timmermann and evidencing the authority of the persons signing this Agreement on behalf of Owner, Greenview, and Timmermann to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Owner, Greenview, and Timmermann, and is enforceable in accordance with its terms and provisions.

6.2. Authorized Parties. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Owners is required, or the City or Owners is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein or inconsistent with applicable law, requires action on behalf of the City Council of the City of Manor, or City Rules, by the City Manager and for Owners by any officer of Owners so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

ARTICLE VII  
GENERAL PROVISIONS

7.1. Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.2. Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its

covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice and performance continues toward the cure of the failure. Upon a breach of this Agreement for which cure has not commenced as provided above, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

7.3. Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

7.4. Liability of the Owners, their successors and assignees. Any obligation or liability of the Owner, Greenview, or Timmermann whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Owner, Greenview, or Timmermann pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Owner, Greenview, or Timmermann, and any fiscal surety posted with the City related to the Property only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any partners, officers, employees, shareholders or agents of the Owner, Greenview, or Timmermann, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

7.5. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed by registered or certified mail, return receipt requested, or personally delivered to an officer of the receiving party at the following addresses:

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

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

If to the Owners: Timmermann Commercial Investments LP  
 Attn: Barth Timmermann  
 501 Vale Street  
 Austin, Texas 78746

with a copy to: Armbrust & Brown  
 100 Congress Ave, Suite 1300  
 Austin, Texas 78701  
 Attn: Kim Beckham  
 kbeckham@abaustin.com

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, an authorized officer of the City or the Owners, as the case may be.

7.6. Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the City Council and the Owners. No course of dealing on the part of the City or the Owners nor any failure or delay by the City or the Owners with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section. The Project comprises a significant land area and its development will occur in phases over a number of years.

(b) The Parties hereby agree that, to the extent that a Party requests that the Agreement be further amended and such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property, then this Agreement may be modified or amended by joint action of only (a) the City, and (b) the landowners expressly subject to the modification or amendment at the time of such modification or amendment.

7.7. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement, and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.8. Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

7.9. Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on

all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except the design and land use regulations contained in Article IV and as otherwise expressly set forth in this Agreement.

7.10. Assignment.

(a) This Agreement and the rights and obligations of Owners hereunder may be assigned by Owners to any of the other Owners, or an affiliate of Owners or to a development single purpose entity without the consent of the City, provided that the assignee assumes all of the obligations of Owners hereunder.

(b) For assignments to other than an affiliate or a development single purpose entity as provided above, Owners may, from time to time, effectuate a transfer of its rights under this Agreement, in whole or in part, with the consent of City Council, which shall not be unreasonably withheld, conditioned, delayed, or denied, to any party, provided such party agrees in writing to assume all of Owners' duties, obligations, and liabilities so assigned hereunder, and provided further that any such assignment shall not become effective until the City receives notice of the assignment and a copy of the assignment instrument. Owners will not be released from its obligations under this Agreement if the City Council objects to the assignment as described above and such objections are not resolved by and between Owners and the City; provided, however, the City Council shall not unreasonably withhold Owners' release from their obligations under this Agreement.

Upon such assignment, Owners, with the consent of the City Council, shall be deemed to be released of any obligations under this Agreement, as to the portion of the Property assigned, so long as the assignee has demonstrated to the City Council, whose approval shall not be unreasonably withheld, conditioned, delayed or denied, that the assignee has the financial and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Agreement.

Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

(c) The mere conveyance or sale of a lot or any portion of the Property without a written assignment of the rights of the Owners shall not constitute an assignment or transfer of the rights or obligations of Owners hereunder that would necessitate obtaining the consent of the City Council, as provided above. For example, the sale of a lot within the Property to a commercial user and/or the sale of Parcel A, B, C or D, or a portion of those four parcels, shall not require the consent of the City Council.

7.11. Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a



section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.12. Applicable Law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Travis County, Texas or the United States District Court for the Western District of Texas.

7.13. Entire Agreement. This written agreement, together with any exhibits attached hereto, represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.14. No Waiver of City Standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Owners with respect to City Rules.

7.15. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.17. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

7.18. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

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

7.20. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or

liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City and its ETJ pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

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

7.22. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby.

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

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

7.25 Compliance with HB 89, SB 252, SB 13, and SB 19.

(a) In accordance with Section 2270.002, Texas Government Code, the Owner, Greenview, and Timmermann hereby verify that neither the Owner, Greenview, and Timmermann nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner, Greenview, and Timmermann: (i) Boycotts Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable

Federal law, including, without limitation, 50 U.S.C. Section 4607, will Boycott Israel during the term of this Agreement.

(b) Pursuant to Section 2252.152, Texas Government Code, neither the Owner, Greenview, and Timmermann nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner, Greenview, and Timmermann is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner, Greenview, and Timmermann hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Acquisition and Reimbursement Agreement. The foregoing verification is made solely to enable the County to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(d) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner, Greenview, and Timmermann hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Acquisition and Reimbursement Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the County to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal,

state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

7.26. Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

Exhibit A – Description of Property  
 Exhibit A-1 Metes and Bounds description of Parcels B, C and D  
 Exhibit A-2 – Plan of Parcels A, B & C of Property  
 Exhibit A-3 – Plan of Parcel D of Property  
 Exhibit B – Development Plan  
 Exhibit C – Code Modifications

*[Signature pages follow]*



EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

**CITY:**

**CITY OF MANOR, TEXAS,**  
a Texas home-rule municipal corporation

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

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Name: Veronica Rivera  
Title: Assistant City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

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

**OWNER:**

**TIMMERMANN  
INVESTMENTS, LP,**  
a Texas limited partnership

**COMMERCIAL**

By: Timmermann GP LLC, a Texas limited liability  
company  
Its: General Partner

By: \_\_\_\_\_  
Barth Timmermann, Manager

**THE STATE OF TEXAS           §**

**COUNTY OF \_\_\_\_\_       §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Barth Timmermann, Manager of Timmermann GP LLC, Inc., a Texas limited liability company,  
as general partner of Timmermann Commercial Investments LP, a Texas limited partnership.

(SEAL)

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

**TIMMERMANN:**

**Geraldine Timmermann**, an individual residing in Texas

By: \_\_\_\_\_  
Geraldine Timmermann

**GREENVIEW:**

**Greenview Development Greenbury LP**, a Texas limited partnership

By: Greenview Development Corp., a Texas corporation  
Its: General Partner

By: \_\_\_\_\_  
Barth Timmermann, President

EXHIBIT "A-1"LEGAL DESCRIPTION OF PROPERTY

"PARCEL A" - LOT 1, BLOCK A, GREENBURY PHASE ONE-A, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 200300073 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

"PARCEL B" - ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

"PARCEL C" - ALL OF THAT CERTAIN (31.889 ACRE) TRACT OF LAND AS CONVEYED TO TIMMERMANN COMMERCIAL INVESTMENTS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2020230923 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

"PARCEL D" - 14.09 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, AND OUT OF THE CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58, BEING THE REMAINDER OF THAT CERTAIN (82.254 ACRES) AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 11208, PAGE 824 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.



EXHIBIT "A-1"**"PARCEL B AND PARCEL C METES AND BOUNDS"**

November 30, 2022

FIELD NOTE DESCRIPTION OF 32.97 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, BEING COMPRISED OF ALL OF THAT CERTAIN (31.889 ACRES) DESCRIBED AS TRACT FIVE, AS CONVEYED TO TIMMERMANN COMMERCIAL INVESTMENTS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2020230923 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, TOGETHER WITH ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

**BEGINNING** at a ½" iron rod found in the North right-of-way line of U.S. Highway 290 at the Southwest corner of Lot 1, Block A, Greenbury Phase One-A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200300073 of the Official Public Records of Travis County, Texas, same being the Northeast corner of that certain {1.461 acres) of land described in Agreed Judgment recorded in Document No. 1999073674 of the Official Public Records of Travis County, Texas, also being the Southeast corner of that certain {31.889 acre) tract of land as conveyed to Timmermann Commercial Investments, LP by Special Warranty Deed recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** with the North right-of-way line of U.S. Highway 290 and with the South line of said (31.889 acre) Timmermann Investments Commercial, LP tract, the following three (3) courses:

- 1.) **S 87 deg. 12'37" W 1455.52** ft. to a calculated point, 159 ft. left of record Engineers Station 211+00;
- 2.) **S 83 deg. 50'17" W 601.08** ft. to a calculated point 123 ft. left of record Engineers Station 205.00;
- 3.) **S 87 deg. 12'05"** Wat a distance of 168.21 ft. passing a calculated point at the Southwest corner of said (31.889 acre) Timmermann Investments Commercial, LP tract, same being the Southeast corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by deed recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **269.29** ft. to a calculated point, 123 ft. left of record Engineers Station 202+30.17 at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of FM 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract;

32.97 Acres

End of Page 1 of 2

32.97 Acres  
Page 2 of 2

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of FM 973 and with the West line of said (0.98 acre) Timmermann tract and said (31.889 acre) Timmermann Investments Commercial, LP tract, the following two (2) courses:

- 1.) **N 13 deg. 22'55" W 120.54 ft.** to a calculated point;
- 2.) **N 27 deg. 44'25" E** at a distance of 294.68 ft. passing a calculated point at the record Northwest corner of said (0.98 acre) Timmermann tract, same being an angle corner of said (31.889 acre) Timmermann Investments Commercial, LP tract, continuing along said bearing for a total distance of **939.84 ft.** to a ½" iron rod found at the Northwest corner of said (31.889 acre) Timmermann Investments Commercial, LP tract and being the Northwest corner of the herein described tract;

**THENCE** leaving the East right-of-way line of FM 973 with a Northeast line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **S 62 deg. 03'39" E 636.26 ft.** to a ½" iron rod found at an angle corner of said (31.889 acre) Timmermann Investments Commercial, LP tract;

**THENCE** with a Northwest line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **N 27 deg. 14'15" E 391.12 ft.** to a calculated point at the Southwest corner of Lot 7, Block J, Greenbury Phase Two- B, a subdivision in Tavis County, Texas, according to the map or plat thereof recorded in Document No.

200400218 of the Official Public Records of Travis County, Texas, from which a capped iron rod found at the Northwest corner of said Lot 7 bears, **N 27 deg. 14'15" E 196.91ft.**;

**THENCE** with the Southwest line of Block J, Greenbury Phase Two-B, the Southwest line of Block A, Greenbury Phase One-A, and with a Northeast line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **S 61 deg. 49'49" E 1314.70 ft.** to a calculated point at an angle corner of the aforementioned Lot 1, Block A, Greenbury Phase One-A, same being the Northeast corner of said (31.889 acre) Timmermann Investments Commercial, LP tract and being the Northeast corner of the herein described tract;

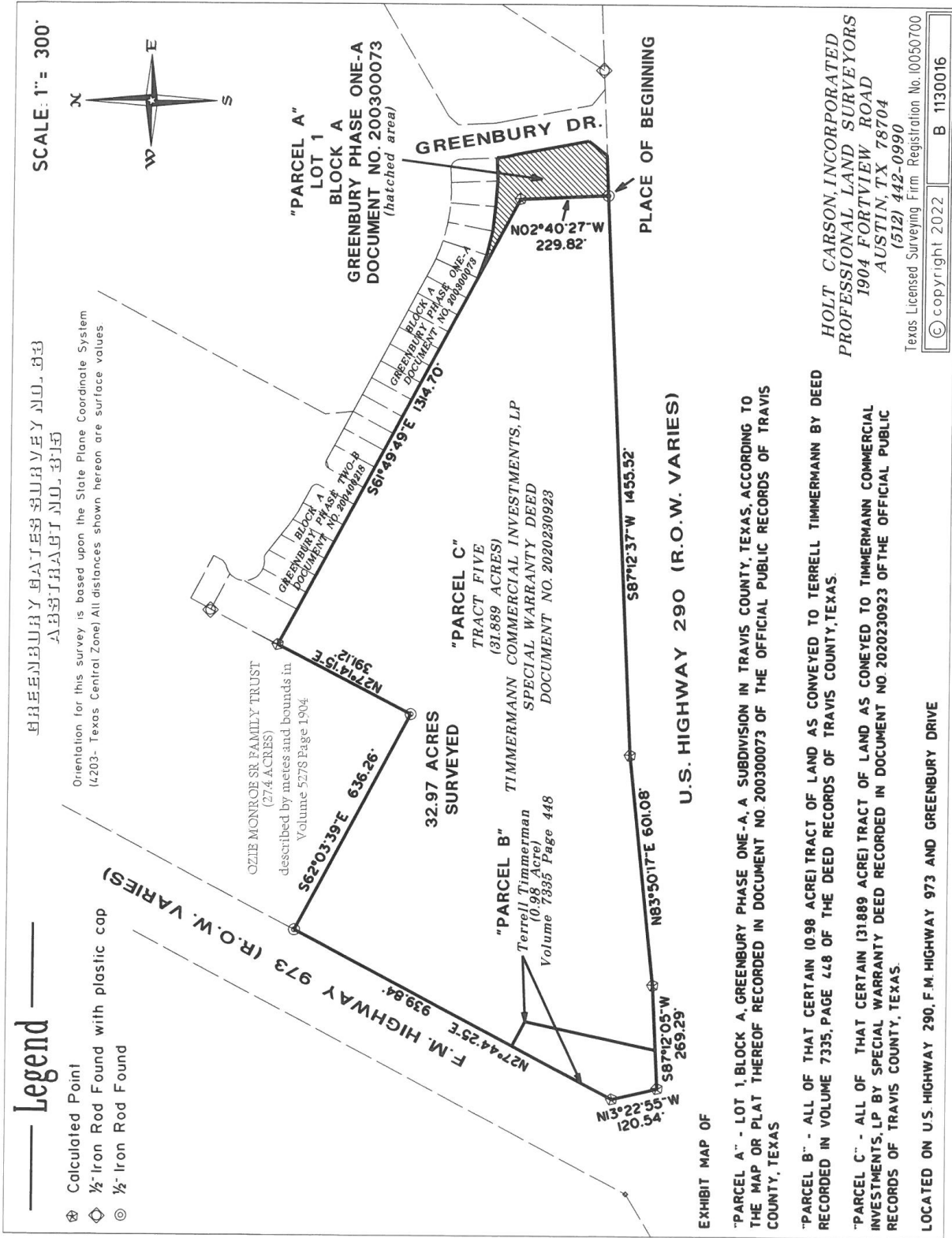
**THENCE** with the West line of Lot 1, Block A, Greenbury Phase One-A and with the East line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **S 02 deg. 40'27" E 229.82 ft.** to the **PLACE OF BEGINNING** and containing **32.97 acres** of land.

SURVEYED: October 10, 2022

Holt Carson  
Registered Professional Land Surveyor No. 5166  
Reference map: C 1130016



Exhibit A-2: Parcels A, B, & C



**"PARCEL D METES AND BOUNDS"**

November 30, 2022

FIELD NOTE DESCRIPTION OF 14.09 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, AND OUT OF THE CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58, BEING THE REMAINDER OF THAT CERTAIN (82.254 ACRES) AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 11208, PAGE 824 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod with a plastic cap imprinted "JPH" found at the intersection of the curving West right-of-way line of FM 973 and the North line of Ring Road (a private roadway) at the South corner of Lot 7C, Block A, Short Form Plat of Manor Commons SW Establishing Lot 78 and 7C, Block A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 202200190 of the Official Public Records of Travis County, Texas, same being a point in the interior of that certain (82.254 acre) tract of land as conveyed to Terrell Timmermann by deed recorded in Volume 11208, Page 824 of the Real Property Records of Travis County, Texas and being the Northeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** with West right-of-way line of FM 973 and through the interior of said (82.254 acre) Timmermann tract, along a curve to the left with a radius of 10090.00 ft. for an arc length of 313.49 ft. and which chord bears, **S 21 deg. 38'10" W 313.48 ft.** to a calculated point in the East line of said (82.254 acre) Timmermann tract;

**THENCE** continuing with the West right-of-way line of FM 973 and with the East line of said (82.254 acre) Timmermann tract, **S 27 deg. 59'18" W 305.12 ft.** to a 1/2" iron rod found at the Southeast corner of said (82.254 acre) Timmermann tract, same being the Northeast corner of that certain (7.269 acre) tract of land as conveyed to Eternal Faith Baptist Church by deed recorded in Volume 6632, Page 1464 of the Deed Records of Travis County, Texas and being the Southeast corner of the herein described tract;

**THENCE** leaving the West right-of-way line of FM 973 with a South line of said (82.254 acre) Timmermann tract, **N 85 deg. 51'42" W 907.79 ft.** to a 1/2" iron rod found at the Northwest corner of that certain (5.00 acre) tract of land as conveyed to the Roman Catholic Diocese by deed recorded in Volume 5985, Page 172 of the Deed Records of Travis County, Texas, same being an angle corner in the East line of that certain (24.27 acre) tract of land as conveyed to the City of Manor by deed recorded in Document No. 2015025268 of the Official Public Records of Travis County, Texas and being an angle corner of the herein described tract.

14.09 Acres

End of Page 1 of 2



14.09 Acres

Page 2 of 2

**THENCE** with the East line of said (24.27 acre) City of Manor tract, **N 22 deg. 43'44" W 245.59 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at the Southwest corner of Lot 1, Final Plat Establishing Manor Market Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201300149 of the Official Public Records of Travis County, Texas, same being an angle corner of said (24.27 acre) City of Manor and being an angle corner of the herein described tract;

**THENCE** with the Southeast line of Lot 1, Final Plat Establishing Manor Market Subdivision, the following three (3) courses:

- 1.) **N 60 deg. 03'26" E 822.59 ft.** to a calculated point of curvature in an asphalt drive;
- 2.) Along a curve to the left with a radius of 300.00 ft. for an arc length of 47.85 ft. and which chord bears, **N 55 deg. 29'18" E 47.80 ft.** to a calculated point of tangency in an asphalt drive;
- 3.) **N SO deg. 55'09" E 68.25 ft.** to a calculated point in an asphalt drive at the Southeast corner of said Lot 1, same being an angle corner of Lot 7, Block A, Final Plat Establishing Manor Commons SW, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201500112 of the Official Public Records of Travis County, Texas, also being a point in the Southerly line of the aforementioned Ring Road;

**THENCE** with a Southeast line Lot 7, Block A, Final Plat Establishing Manor Commons SW and crossing to the Northerly line of said Ring Road, **N 50 deg. 55'09" E 59.99 ft.** to a calculated point being an angle corner of said Lot 7, same being a point in the Southwest line of Lot 7C, Block A, Short Form Plat Establishing Lot 7B and 7C, Block A and being the most Northerly corner of the herein described tract;

**THENCE** with the Southwest line of said Lot 7C and with the Northerly line of Ring Road, the following two (2) courses:

- 1.) Along a curve to the left with a radius of 620.00 ft. for an arc length of 302.27 ft. and which chord bears, **S 53 deg. 02'47" E 299.29 ft.** to a MAG nail found with a washer imprinted "JPH" found at a point of tangency;
- 2.) **S 67 deg. 27'55" E 182.10 ft.** to the **PLACE OF BEGINNING** and containing **14.09 acres** of land.

SURVEYED: August and November,

2022 Holt Carson  
Registered Professional Land Surveyor No. 5166

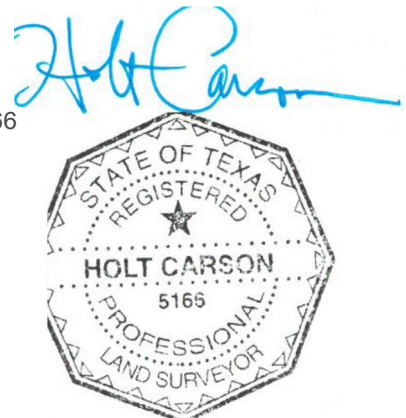
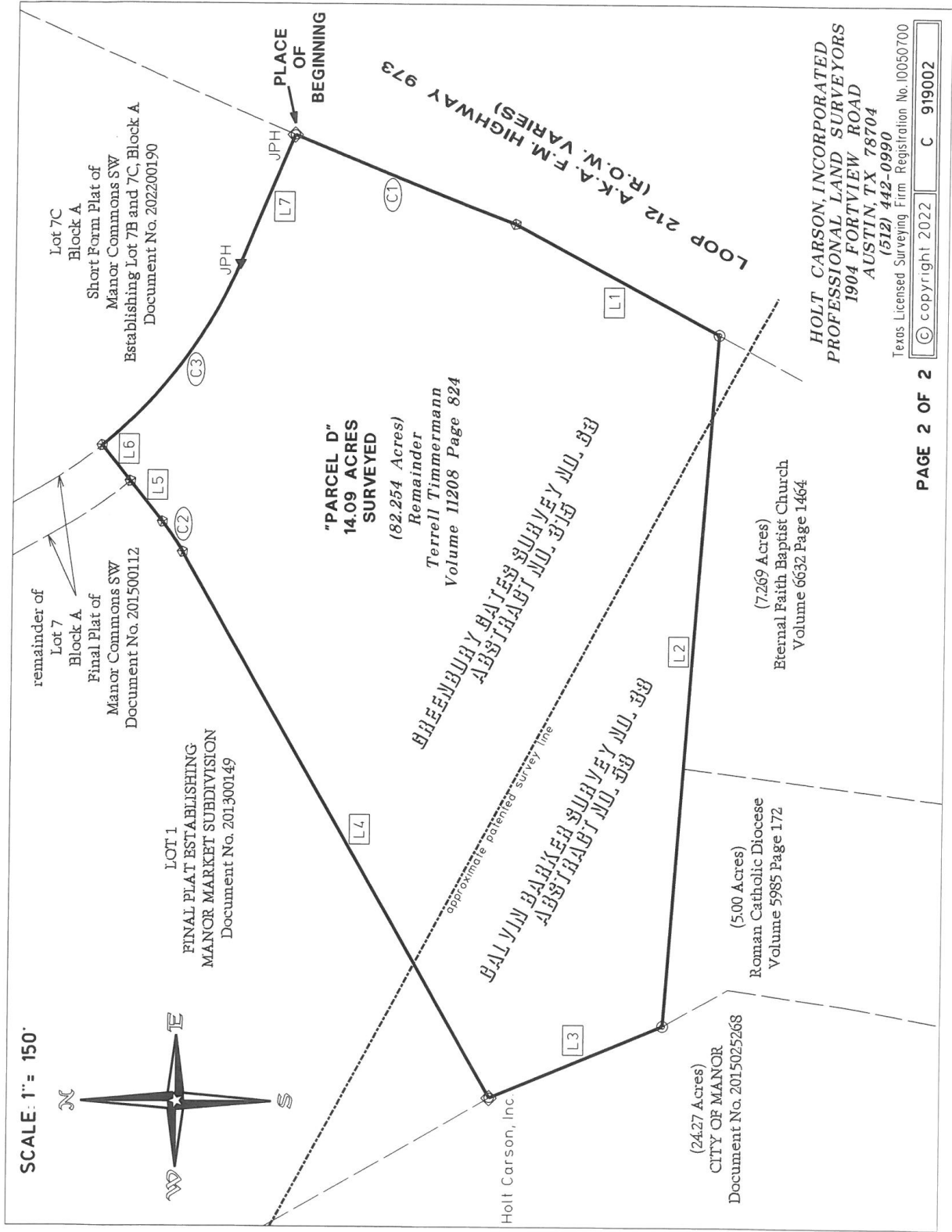


Exhibit A-3: Parcel D



# EXHIBIT "B" DEVELOPMENT PLAN







## EXHIBIT “C”

### CODE MODIFICATIONS

#### Applicable to all Property:

- Fencecrete fencing shall meet the masonry screen wall requirements for the perimeter fencing, if fencing is required
- No shade trees shall be required within 100’ of the front entrance of commercial buildings
- Building Foundation Landscaping shall not be required.
- The front building entrance of commercial buildings shall be set back from a drive aisle a minimum distance of 11 feet
- Sidewalks in parking field shall only be required along the front drive aisle adjacent to the front of the commercial building
- Square footage limitations on outdoor sales shall not apply to the front sidewalk of the commercial building
- Outdoor storage shall be allowed
- Commercial buildings shall not be required to be architecturally finished on all four sides with the same detailing, and features, nor will the same materials be required for the rear of any building that faces a Fencecrete style fence.
- Commercial buildings will only require articulation standards on the primary façade. The primary façade will refer to only the side of the building facing & directly adjacent to public roadways.
- The main roof of the commercial buildings shall be allowed to be flat, single slope
- Lots when necessary shall be permitted to have 50 feet of frontage on the adjacent right-of-way.
- For the purpose of directing traffic to the entrance of the Property, one (1) double-sided, lighted, multi-tenant pylon signs with digital advertising may be installed and maintained by Owners at Maire Lane at the intersection of Highway 290 or near the intersection of 290 and FM 973 or at a mutually agreed upon alternative location (the “Timmermann Freestanding Sign”). The Timmermann Freestanding Sign structure shall incorporate materials and colors that are complementary to the overall design of the Project. The Timmermann Freestanding Sign may be up to fifty feet (50’) in height, with its final design approved by the City’s Planning and Zoning Commission.
- The freestanding signs for pad sites fronting Highway 290 and FM 973 shall be signs similar to Manor Commons SW and Manor Commons SE. These freestanding signs structures shall also incorporate materials and colors that are complementary to the overall design of the Project, with its final design approved by the City’s Planning and Zoning Commission.
- City’s Subdivision Ordinance, Section 26(b) items 2, 3 and 4 of the City’s Code of Ordinances will be changed from 5% to 20%, and Section 26(b) item 8 will change from 1 year to 3 years.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Jones, Director  
**DEPARTMENT:** Economic Development

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Chapter 380 Grant Agreement for Manor Commons Phase 3.

**BACKGROUND/SUMMARY:**

Timmermann Commercial Investments LP, Greenview Development Greenbury LP, and Geraldine Timmermann (“Owners”) are requesting a 380 Grant Agreement pursuant to the City’s Incentive Policy. The Chapter 380 Grant Agreement will provide economic incentives to the Owner’s in return for the construction of identified infrastructure and performance under the development agreement the Owner’s are entering into simultaneously.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney

**FISCAL IMPACT:**

**PRESENTATION:**

**ATTACHMENTS:** Yes

- Chapter 380 Grant Agreement

**STAFF RECOMMENDATION:**

Staff recommends approval of the Manor Commons Phase 3 Chapter 380 Agreement for Manor Commons Phase 3.

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

THE STATE OF TEXAS           §  
   §       **CHAPTER 380 GRANT AGREEMENT**  
   §       **MANOR COMMONS PHASE 3**  
 COUNTY OF TRAVIS           §

THIS Chapter 380 Grant Agreement – Manor Commons Phase 3 (this “Agreement”) is executed by and between **TIMMERMANN COMMERCIAL INVESTMENTS LP**, a Texas limited partnership (including its successors and assigns, the “Owner”), Greenview Development Greenbury LP, a Texas limited partnership (“Greenview”), Geraldine Timmermann, an individual residing in Texas (“Timmermann”), and the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation located in Travis County, Texas (the “City”). Owner, Greenview, and Timmermann are referred to, collectively, herein as the “Owners”. The City, Greenview, Timmermann and Owner are herein sometimes referred to as a “Party” and collectively as the “Parties.”

The City and Owner, for and in consideration of the mutual premises and promises described below, agree as follows:

**I. RECITALS AND FINDINGS**

- A. The Owners own the land consisting of approximately 48 acres in Manor, Texas more particularly described on **Exhibit A** attached hereto and made a part hereof.
- B. The Owners own .9596 acres of land also known as LOT 1 BLK A GREENBURY PHS 1-A (COMMERCIAL) (“Parcel A”) and a .98 acre tract of land as conveyed to Terrell Timmermann by deed recorded in Volume 7335, Page 448 of the deed records of Travis County, Texas (“Parcel B”) and a 31.889 acre tract of land as conveyed to Timmermann Commercial Investments, LP by special warranty deed recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas, (“Parcel C”) and ABS 58 SUR 38 BARKER C ABS 315 SUR 63 GATES G ACR 14.0865 (1-D-1) (“Parcel D”) and hereby consent for all such properties to be included in this Agreement. Such lands are more particularly described on Exhibits A and A-1, and shown on Exhibits A-2 and A-3 as Parcels A, B, C and D and herein defined collectively as the “Property”.
- C. Simultaneously herewith, the City and the Owners intend to enter into that certain Development Agreement (as the same may be amended from time to time, the “Development Agreement”) to establish certain development standards for the development of the Property.
- D. The Project (defined below) will contain eligible facilities and eligible infrastructure, including on-site and off-site roads utilities, drainage, and such other infrastructure described and/or depicted in **Exhibit C** attached hereto (the “Eligible Infrastructure”) that will enhance the City's ad valorem and sales and use tax bases, will create new business and employment opportunities, and will contribute to the overall economic development of the City.

- E. Owners and the City estimate that the total cost for construction and agreed value of dedications of the Eligible Infrastructure is estimated to be at least \$9,000,000.
- F. The City has found that providing the economic incentives to the Owners in exchange for the Owners' construction of a mixed-use project and compliance with the other terms and conditions of this Agreement and the Development Agreement (the "Program") will generate significant ad valorem and sales taxes for the City, promote local economic development, stimulate business and commercial activity, provide services to the citizens of the City, and will create and retain jobs within the City.
- G. The City has determined that the economic incentives provided herein will directly serve a public purpose, being the promotion of the economic welfare of the City and surrounding areas, and that this Agreement contains controls likely to ensure that the public purpose is accomplished.
- H. Chapter 380 of the Texas Local Government Code provides statutory authority for granting the economic incentives and administering the Program described in this Agreement and the City has established a policy pursuant to this Statute.
- I. The use of the Eligible Property, and other terms hereof, are consistent with encouraging economic development within the City.
- J. The City has determined that the terms of this Agreement meet the goals of the City and its policies relating thereto.
- K. The City has determined that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

## II. DEFINITIONS

- A. **380 Grant(s)** means the Real Property Tax Rebate Amount and Sales Tax Rebates described in Article VI.
- B. **Added Taxable Value** means the taxable value of the Eligible Property (with its existing 1-d-1 ag exemption), as appraised by the Travis Central Appraisal District, above the Base Year Value.
- C. **Base Year Value** means the taxable value of the Property as appraised by the Travis Central Appraisal District for the tax year 2023 (with its existing 1-d-1 ag exemption where applicable).
- D. **Calendar Year** means the twelve (12) month period of time that begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> of the same numbered year.



- E. **Certificate of Occupancy** means a series of temporary certificates of occupancy issued by the City for the Project. With respect to the Initial Commercial Space (defined below), if there are multiple temporary certificates of occupancy issued for the Initial Commercial Space in order to achieve the required minimum of 25,000 square feet of commercial space, the term “**Certificate of Occupancy**” shall mean all of the temporary certificates of occupancy issued for the Initial Commercial Space.
- F. **Designated Successor or Assign** means (i) an entity to which Owners assign (in writing) its rights and obligations contained in this Agreement pursuant to Article XXI related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owners’ assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owners.
- G. **Development Agreement** has the meaning given in the recitals.
- H. **Documentation** means the reports, records, and documents the Owners are required to submit to the City under this Agreement.
- I. **Eligible Infrastructure** has the meaning given in the recitals.
- J. **Eligible Property** means the Property and all improvements located thereon.
- K. **Force Majeure Event** means acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability. Payment of monetary sums is not a Force Majeure Event.
- L. **Grant Criteria** means the criteria set forth in Article V that the Owners must meet to receive the 380 Grants defined in Article VI.
- M. **Initial Commercial Space** means construction of at least 25,000 square feet of commercial or retail buildings on the Property.
- N. **Interim Maximum Grant Amount** means until such time as Owners complete 90% of the Eligible Infrastructure, the maximum amount the Owners can receive from Sales Tax Rebate will be capped at the actual amount spent on Eligible Infrastructure, plus interest, accruing from the date a particular Eligible Infrastructure is accepted by the City. Interest shall be accrued annually at a rate of 6%.
- O. **Maximum Grant Amount** means the maximum amount the City will pay to the Owners under this Agreement which includes the Sales Tax Rebate and the Real Property Tax Rebate Amount. The Maximum Grant Amount shall be \$9,000,000.

- P. **Ongoing Documentation** means the Annual Reports and Certifications as described in Article VII, Section A.
- Q. **Ongoing Grant Criteria** means the criteria the Owners are required to meet for payment of 380 Grants after Year 1, which are set forth in Section V.A(2).
- R. **Performance Deadline** means the date which is twelve (12) months after the date on which the City issues Certificate of Occupancies on a minimum of 25,000 square feet in the aggregate within the Project, subject to the right to extend the deadline up to twelve (12) months for a Force Majeure Event verified by the City Manager in accordance with Section VI.B.2 or for other events that are commercially reasonable that are verified and approved by the City Manager.
- S. **Project** means the mixed-use development to be constructed on the Property, in accordance with the Development Agreement, the City-approved plans, and applicable local, state, and federal regulations, together with all other accessory and permitted uses on the Property.
- T. **Property** has the meaning given in the recitals.
- U. **Quarterly Incentive Payment(s)** means the quarterly Sales Tax Rebate for the four calendar quarters in each of the fifteen (15) full Calendar Years that follow the first Sales Tax Rebate Payment.
- V. **Real Property Tax Rebate Amount** means the number equal to the percentage of Real Property Taxes received by the City that is paid to the Owners pursuant to Section VI.A and VI.B.
- W. **Real Property Taxes** means the ad valorem tax assessed on the Added Taxable Value of the Eligible Property or a portion thereof, as appropriate, appraised and received by the Travis Central Appraisal District or other applicable Travis County division.
- X. **Sales Tax** means the levied municipal sales and use tax for commercial activity in the Property remitted to and received by the City by the State of Texas, save and except any fees due to any transportation authority.
- Y. **Sales Tax Rebate** means the percentage of Sales Tax received by the City and paid to the Owners pursuant to Section VI.A.1.b.
- Z. **Threshold Documentation** means (i) documentation that the Eligible Infrastructure described on **Exhibit C** attached hereto was completed and accepted by the City by the Performance Deadline, (ii) documentation acceptable to the City demonstrating that the Certificate of Occupancy for the Initial Commercial Space was issued, and (iii) such additional information as may be reasonably requested by the City to support the information shown in items (i) – (iii) above and the Threshold Grant Criteria.

- AA. **Threshold Grant Criteria** means the criteria the Development is required to meet for payment of 380 Grants to be paid in Year 1, which are set forth in Section V.A.1.
- BB. **Transfer** has the meaning given in Article XXII.
- CC. **Transferee** has the meaning given in Article XXII.
- DD. **Year 1** means the tax year (which is anticipated to be 2025) following the date on which the Threshold Grant Criteria is met.

### III. GENERAL PROVISIONS

- A. The Eligible Property is not an improvement project financed by tax increment bonds.
- B. The Eligible Property is not, as of the Effective Date of this Agreement, owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of the City.
- C. It is acknowledged and agreed by the parties that the completion of the Project is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the City.
- D. It is acknowledged and agreed by the parties that once the final bids for the Eligible Infrastructure are obtained by the Owners, it is intended that this Agreement will be amended, as necessary, to substitute the actual bid amount for the estimate contained in Recital E above and update the Maximum Grant Amount accordingly, subject to approval by the City Council of the City of Manor, Texas. Final bids may occur over time as Eligible Infrastructure may be phased and the Maximum Grant Amount will be updated after each section is complete.

### IV. REPRESENTATIONS AND WARRANTIES

- A. The City hereby represents and warrants to the Owners that the City has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provision, represents a proprietary action of the City, and does not require the consent of any other governmental authority.
- B. The Owners hereby represent and warrant to the City that the Owners have full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all the

foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the Owners, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

## V. PERFORMANCE CRITERIA

### A. Grant Criteria

1. **Threshold Grant Criteria**. In order for the Owners to receive the 380 Grant described in Article VI, the following are required; (i) Owners complete and obtain the Certificate of Occupancy for the Initial Commercial Space on or before the Performance Deadline, (ii) the Owners complete and obtain City acceptance of 35% (\$3,150,000) of the Eligible Infrastructure; and (iii) the Owners shall be in compliance with Sections V.B-C. City acknowledges that Owners intend to develop the Property in phases and complete the Eligible Infrastructure in phases. Until such time as the Eligible Infrastructure is completed in full, Owners are limited to rebates not to exceed the Interim Maximum Grant Amount.
  2. **Ongoing Grant Criteria**. After the first 380 Grant payment is made to the Owners, the Owners must comply with Section V.B-C for each year in which the Development seeks a 380 Grant payment.
- B. The Owners agree to develop the Property and the Project in compliance with the Development Agreement, the City-approved plans, and the applicable local, state, and federal regulations.
- C. The Owners covenant and certify that they do not and will not knowingly and directly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government code. In accordance with Section 2264.052 of the Texas Government Code, if the Owners are convicted of a violation under 8 U.S.D. Section 132(a)(f), Owners shall repay to the City the full amount of 380 Grants made under Article V of this Agreement. Repayment shall be paid within 120 days after the date following an un-appealable conviction of Owners, provided, however, that Owners shall not be liable for a violation by a subsidiary, parent entity, affiliate, or franchisee of the Owners or by a person which whom Owners contract.

## VI. ECONOMIC DEVELOPMENT GRANTS

### A. 380 Grants

1. Subject to the terms and limitations of this Agreement, and the Owners' full and timely performance of, and compliance with, each of the applicable Grant Criteria set forth in Article V above, the City agrees to pay to the Owners annual 380 Grants as provided in this Article VI. The annual amount of the 380 Grants shall be equal to the sum of (a) below, calculated on an annual basis, and (b) calculated on a



quarterly basis, and commencing in Year 1 and expiring upon the earlier of: (i) the fifteenth (15<sup>th</sup>) anniversary of the date the first 380 Grant payment is made; (ii) the Owners are paid 380 Grant payments equal to the Maximum Grant Amount; or (iii) the Agreement is terminated as provided in Section IX (the “Grant Period”).

- a) An amount equal to fifty percent (50%) of Real Property Taxes for the Property received by the City on an annual basis as a result of the Project.
- b) Fifty percent (50%) of the Sales Tax received by the City on a quarterly basis as a result of the Project (or annually based on Owners’s election).

2. The City acknowledges and agrees that should any portion of the Project be sold or assigned to another entity or entities during the Grant Period, the City’s obligations to pay the 380 Grant to the Owners or the Owners’ successor or assigns’ obligations hereunder shall not be affected unless the assignment is not in compliance with Section XXI, herein below. City acknowledges that Owners intend to have a combination of leases and sales during the course of the development.

**B. Payment of the 380 Grants.**

1. The City shall pay the Real Property Tax Rebate Amount annually and the Sales Tax Rebate quarterly or annually at the Owners’ election as provided in this Subsection B. 380 Grants shall be payable annually for the period of time indicated above, commencing in Year 1; provided that the terms of V.A.1 or V.A.2, as applicable, are met. To be eligible to receive the 380 Grant in the years following Year 1, the terms of V.A.2 must be met each year. The Owners will not be paid the 380 Grant payment for those tax years in which the Ongoing Grant Criteria are not met; provided that in the event that the Owners are not in compliance with the Ongoing Grant Criteria described in Section V due to a Force Majeure Event, the Owners shall have up to twelve months to comply if Owners receive City approval of an extension to come into compliance in accordance with Section VI.B.2.
2. In the event a Force Majeure Event prevents the Owners from complying with the Development Agreement and certifying compliance with this Agreement by June 30 of a year in which a 380 Grant is sought, the Owners may request that the City Manager approve up to a twelve-month extension to come into compliance by submitting a written request (the “Extension Request”) to the City Manager describing the Force Majeure Event and the extension period (the “Cure Period”). The Owners shall provide the City Manager or designee any information reasonably requested to verify the Force Majeure Event. The City Manager, at his or her reasonable discretion, may approve the Cure Period, which may not extend past June 30 of the following year. If the Extension Request is granted, the 380 Grant for that year will be suspended and paid the next year, provided that compliance with the Development Agreement is achieved during the Cure Period and the Owners are

otherwise in compliance with this Agreement. If the non-compliance described in the Extension Request is not cured within the Cure Period, the 380 Grant for the year in which the non-compliance occurred will be forfeited.

3. Each year on or before June 30, the Owners shall provide the City the Documentation described in Article VII. The City shall pay the Real Property Tax Rebate Amount annually upon the later to occur of: (i) thirty (30) days following the date the Documentation is received by the City; or (ii) within thirty (30) days following the date the Real Property Taxes are received by the City and the Owners have notified the City that the taxes have been paid; provided that the applicable Grant Criteria as set forth in Article V have been met. The Owners will not be paid the 380 Grant payments for those years in which the Ongoing Grant Criteria, as applicable, have not been met.
4. After receipt for the Documentation for a particular year, the City shall pay the Owners the Sales Tax Rebates for the Calendar Year in which the Documentation was provided; provided that the applicable Grant Criteria as set forth in Article V have been met. The Sales Tax received by the City for the sixty (60) calendar quarters of the fifteen Calendar Years following Year 1 will be deposited and paid out to the Owners, in arrears. The City shall pay each respective Quarterly Incentive Payment to the Owners on or before the thirtieth (30<sup>th</sup>) day of the month that follows the receipt by the City from the State of Texas of the Sales Tax for the previous calendar quarter within each Calendar Year each year in which the applicable Grant Criteria are met, provided that the Quarterly Incentive Payment for the first calendar quarter each year shall be the deadline set forth in Section VI.B.2. Notwithstanding the foregoing, Owners may choose to seek annual payments in lieu of Quarterly Incentive Payments.
5. Once the applicable performance criteria provided in Article V for a particular tax year are met, the City's commitment to pay the 380 Grant for that tax year from the City ad valorem taxes on the Property actually received by the City is an unconditional obligation of payment by the City, subject to the City's budget reconciliation process. Such payments of the 380 Grant are not subject to any reduction, whether offset or otherwise except as explicitly provided herein.
6. All payments described herein are subject to the City's budget reconciliation process.

C. Intentionally Deleted.

- D. Maintenance of Books and Records. The City shall maintain complete books and records showing ad valorem taxes received by the City on the Eligible Property and disbursements to the Development, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities. Such Books and records shall be available for examination by the duly authorized officers or agents of the Owners during normal business hours upon request made not less than five (5) business days prior to the date of the examination. The City

shall maintain such books and records throughout the term of this Agreement and store the same for four (4) years thereafter.

## VII. REPORTS, AUDITS, AND INSPECTIONS

- A. Annual Certification and Reports. The Owners shall certify in writing annually to the City that the Owners are in compliance with the terms of this Agreement, and shall provide the City with reports and records reasonably necessary to demonstrate fulfillment of the performance criteria set forth in Article V for each year of the Agreement, as follows.
1. Certification. The Owners shall complete and certify a 380 Grant Certification to be provided by the City for each year of this Agreement, to be due annually not later than June 30, (in the form substantially similar to **Exhibit B**, attached hereto), which shall include the Threshold Documentation in the first year that a 380 Grant is sought, and the applicable Ongoing Documentation for subsequent years for which 380 Grants are sought.
  2. Additional Reports. Additionally, throughout the term of this Agreement, the Owners shall furnish the City with any additional records and information reasonably requested to support the reports required by this Agreement. The Owners shall further furnish the City with copies of or access to additional information reasonably required to verify the information set forth in the Threshold Documentation.
  3. Sales Tax Reports. The Owners shall provide or cause to be provided to the City any required permission to access information filed with the State of Texas related to sales taxes collected and remitted to the State of Texas by entities conducting commercial activity on the Property promptly upon request by the City to allow the City to verify the amount of Sales Tax Rebate to be paid to the Owners under this Agreement. The City shall not be required to pay the Sales Tax Rebate until the City has received all permissions required to access such information, and the Sales Tax Rebate shall be calculated solely on sales tax receipts that can be verified based on records held by the State of Texas.
- B. Right to Audit Books and Records. The City shall have the right to audit the books and records related to the design and construction of the items required by the Development Agreement throughout the development of the Project and one year from the completion of construction. The City shall notify the Owners in advance in writing of their intent to audit in order to allow the Owners adequate time to make such books and records available.

- C. Inspection. At all times throughout the term of this Agreement, the City shall have reasonable access to the Property upon providing at least 48 hours' written notice to the Owners.

## VIII. BREACH

- A. Breach. The following conditions shall constitute a breach of this Agreement:
1. The Owners falsely certify that it has met the performance criteria submitted to the City under Article VI.
  2. The Owners fails to meet the performance criteria as specified in Article V above, subject to extensions for Force Majeure Events granted in connection with Section VI.B.2.
  3. The City fails to timely make payments to the Owners under the terms of this Agreement.
- B. Notice of Breach. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of thirty (30) business days after receipt by such Party of notice of default from the other Party (the "Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot be reasonably cured within the Cure Period, the Party receiving the notice of default may, during such Cure Period, give the other Party written notice that it has commenced curing the default within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing the cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement, as well as any other remedies available in equity or law, subject to Article IX below.



- C. Repayment of 380 Grants. In the event that the Owners commit a breach of this Agreement according to Section VIII.A.1, the Owners shall pay back to the City the 380 Grant for the tax year for which false certification was submitted within thirty (30) days of written demand by the City. This section survives termination, transfer, or assignment.
- D. Tax Lien Not Impaired. It is expressly agreed and acknowledged between the Parties that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the Property established by Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the Property. Any such lien may be fully enforced pursuant to the provisions of the Code.
- E. Limitations on Liability. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under Section 271.153 of the Texas Local Government Code. The Parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City for any cause of action not directly related to this Agreement and the enforceability thereof.
- F. Personal Liability of Public Officials; No Debt Created. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The 380 Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

## IX. TERMINATION

After providing the applicable notice and opportunity to cure, the City may terminate the Agreement in the event that, the Owners fail to: (a) complete and obtain a Certificate of Occupancy for the Initial Commercial Space, (b) complete a portion of the Eligible Infrastructure, or (c) fail to cure a breach as detailed in Section VIII. (B), hereinabove.

## X. INDEMNIFICATION

**OWNER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATED TO OWNER'S ACTIONS DURING CONSTRUCTION OF THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR**

**DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO OWNER OR OWNER'S AFFILIATE'S NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF OWNER OR OWNER'S AFFILIATE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER OR DEVELOPER'S AFFILIATE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER AND EXCEPT AS PROVIDED OTHERWISE, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. OWNER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF OWNER OR OWNER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

**IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT BE AN INDEMNITY EXTENDED BY OWNER TO INDEMNIFY, PROTECT, AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE , AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. OWNER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.**

**IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE OWNER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND/OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.**

## **XI. NOTICE**

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand deliver:

If to Owners: Timmermann Commercial Investments, LP  
 Attn: Barth Timmermann  
 501 Vale Street  
 Austin, Texas 78746

With a Copy to: Kim Beckham  
 Armbrust & Brown  
 100 Congress Ave. STE 1300  
 Austin, Texas 78701

If to City: City of Manor, Texas  
 Attn: City Manager  
 105 E Eggleston Street  
 Manor, TX 78653

With a Copy to: Paige H. Saenz/Veronica Rivera  
 The Knight Law Firm, LLP  
 223 West Anderson Lane, Suite A-105  
 Austin, Texas 78752

## **XII. CITY COUNCIL AUTHORIZATION**

This Agreement was authorized by motion and vote of the City Council recorded in the minutes authorizing the City Manager or their designee to execute this Agreement on behalf of the City.

## **XIII. SEVERABILITY**

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable

and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

#### **XIV. ESTOPPEL CERTIFICATE**

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of the Owners, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the Party(ies) to receive the certificates.

#### **XV. DEVELOPER'S STANDING**

Owners, as part of this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and Owners shall be entitled to intervene in said litigation.

#### **XVI. APPLICABLE LAWS**

This Agreement shall be construed under the laws of the State of Texas without regard to its conflicts of laws provisions. Venue for any action under this Agreement shall be the State's District Court of Travis County, Texas. This Agreement is performance in Travis County, Texas.

#### **XVII. Intentionally Deleted.**

#### **XVIII. OTHER AGREEMENTS**

This Agreement and the Development Agreement embody all the agreements of the parties relating to their subject matters as specifically set out therein and herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by the parties.

#### **XIX. RECORDATION OF AGREEMENT**

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Travis County, Texas.

#### **XX. HEADINGS**

The headings in this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.



## XXI. SUCCESSORS AND ASSIGNS

- A. The Parties each bind themselves and their successors, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement.
- B. This Agreement and the rights and obligations of Owners hereunder may be assigned by Owners, upon fifteen (15) days prior written notice to City, to any entity which is (i) an affiliate of Owners, (ii) a party related to the Owners, (iii) the successor by merger or otherwise to all or substantially all of Owners' assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iv) any entity which may have acquired all of the outstanding stock or ownership of assets of Owners, without the consent of the City, provided that the assignee assumes all of the obligations of the Owners hereunder.
- C. For all other assignments not covered by Subsection B above, the Owners may assign this Agreement from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development or financial incentive agreement with the City and (iii) has the experience, expertise, and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Owners shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements described above, the City shall provide written notice of such objections to the Owners within ten (10) days of receiving the assignment notice from Owners. Owners will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between the Owners and the City; provided, however, the City shall not unreasonably withhold Owners' release from its obligations under this Agreement.
- D. Upon any assignment, Owners shall be deemed to be automatically released of any obligations under this Agreement unless otherwise indicated in this Agreement
- E. Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.
- F. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

## XXII. EXCLUSIVE RIGHTS OF DEVELOPER

- A. Owners' right, title, and interest into the payments of the 380 Grants, as described herein, shall be the sole and exclusive property of Owners (or their Transferee), and no other owner of any portion of the Property or third party shall have any claim or right to such funds unless Owners transfer their rights to the 380 Grants to a Transferee in writing and otherwise in accordance with the requirements set forth herein.
- B. Owners have the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owners' right, title, or interest in and to payment of the 380 Grants (a "Transfer", and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until approval is provided by the City Council of the City of Manor, and said approval will not be unreasonably withheld.
- C. The Owners agree that the City may rely conclusively on any written notice of a Transfer provided by the Owners without any obligation to investigate or confirm the Transfer.
- D. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed a Transfer.

### **XXIII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all the parties hereto have executed at least one counterpart.

### **XXIV. NO THIRD-PARTY BENEFICIARIES**

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties of this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the City or Owners or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Owners.

### **XXV. REMEDIES**

Except as providing in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the consent of the Parties. Forbearance or

indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

## XXVI. BOYCOTTS AND FOREIGN BUSINESS ENGAGEMENTS

- A. Israel Boycotts. The Owners hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owners understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owners and exist to make a profit.
- B. Foreign Business Engagements. The Owners represent that neither they nor any of their respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owners and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owners understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owners and exist to make a profit.
- C. Firearm Entity Boycotts. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Owners hereby verify that they and their parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,
1. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
  2. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owners understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owners and exist to make a profit.

- D. Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owners hereby verify that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owners understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owners and exist to make a profit.

**XXVII. 1295 COMPLIANCE**

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form (“Disclosure of Interested Parties”) at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

**XXVIII. EFFECTIVE DATE**

This Agreement shall be effective on \_\_\_\_\_, 2023 (the “Effective Date”).

**XXIX. EXHIBITS**

- Exhibit A - Description of Property
- Exhibit A-1 - Metes and bounds description of Parcel B, C, and D.
- Exhibit A-2 – Plan of Parcels A, B & C of Property



- Exhibit A-3 – Plan of Parcel D of Property
- Exhibit B - Form of 380 Grant Report Certification
- Exhibit C - Eligible Infrastructure
- Exhibit D - Development Plan

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

**DEVELOPER:**

**TIMMERMANN COMMERCIAL INVESTMENTS, LP**, a Texas limited partnership

By: TIMMERMANN GP, LLC, a Texas limited liability company, its General Partner

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

Barth Timmermann, Manager

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on December \_\_\_\_, 2023, by Barth Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, the general partner of Timmermann Commercial Investments, LP, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

[SEAL]

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

Consent to Agreement by owners of Parcels A, B, and D

Owner of Parcel A

**GREENVIEW DEVELOPMENT GREENBURY,  
LP, a Texas limited partnership**

By: GREENVIEW DEVELOPMENT CORP, a  
Texas corporation, its General Partner

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

Barth Timmermann, President

Owner of Parcel B and Parcel D

Geraldine Timmermann, an individual residing in  
Texas

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

Geraldine Timmermann

**CITY OF MANOR, TEXAS**

a home rule city and municipal corporation

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

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

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

**ATTEST:**

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

Lluvia T. Almaraz, City Secretary

## EXHIBIT A

### LEGAL DESCRIPTIONS

"PARCEL A" - LOT 1, BLOCK A, GREENBURY PHASE ONE-A, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 200300073 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

"PARCEL B" - ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

"PARCEL C" - ALL OF THAT CERTAIN (31.889 ACRE) TRACT OF LAND AS CONVEYED TO TIMMERMANN COMMERCIAL INVESTMENTS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2020230923 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

"PARCEL D" - 14.09 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, AND OUT OF THE CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58, BEING THE REMAINDER OF THAT CERTAIN (82.254 ACRES) AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 11208, PAGE 824 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.



**EXHIBIT A-1****Parcels B and C**

**FIELD NOTE DESCRIPTION OF 32.97 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, BEING COMPRISED OF ALL OF THAT CERTAIN (31.889 ACRES) DESCRIBED AS TRACT FIVE, AS CONVEYED TO TIMMERMANN COMMERCIAL INVESTMENTS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2020230923 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, TOGETHER WITH ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:**

**BEGINNING** at a ½" iron rod found in the North right-of-way line of U.S. Highway 290 at the Southwest corner of Lot 1, Block A, Greenbury Phase One-A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200300073 of the Official Public Records of Travis County, Texas, same being the Northeast corner of that certain {1.461 acres} of land described in Agreed Judgment recorded in Document No. 1999073674 of the Official Public Records of Travis County, Texas, also being the Southeast corner of that certain {31.889 acre} tract of land as conveyed to Timmermann Commercial Investments, LP by Special Warranty Deed recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** with the North right-of-way line of U.S. Highway 290 and with the South line of said (31.889 acre) Timmermann Investments Commercial, LP tract, the following three (3) courses:

- 1.) **S 87 deg. 12'37" W 1455.52** ft. to a calculated point, 159 ft. left of record Engineers Station 211+00;
- 2.) **S 83 deg. 50'17" W 601.08** ft. to a calculated point 123 ft. left of record Engineers Station 205.00;
- 3.) **S 87 deg. 12'05"** Wat a distance of 168.21 ft. passing a calculated point at the Southwest corner of said (31.889 acre) Timmermann Investments Commercial, LP tract, same being the Southeast corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by deed recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **269.29** ft. to a calculated point, 123 ft. left of record Engineers Station 202+30.17 at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of FM 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract;

**32.97 Acres**

**End of Page 1 of 2**

32.97 Acres

Page 2 of 2

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of FM 973 and with the West line of said (0.98 acre) Timmermann tract and said (31.889 acre) Timmermann Investments Commercial, LP tract, the following two (2) courses:

- 1.) **N 13 deg. 22'55" W 120.54 ft.** to a calculated point;
- 2.) **N 27 deg. 44'25" E** at a distance of 294.68 ft. passing a calculated point at the record Northwest corner of said (0.98 acre) Timmermann tract, same being an angle corner of said (31.889 acre) Timmermann Investments Commercial, LP tract, continuing along said bearing for a total distance of **939.84 ft.** to a ½" iron rod found at the Northwest corner of said (31.889 acre) Timmermann Investments Commercial, LP tract and being the Northwest corner of the herein described tract;

**THENCE** leaving the East right-of-way line of FM 973 with a Northeast line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **S 62 deg. 03'39" E 636.26 ft.** to a ½" iron rod found at an angle corner of said (31.889 acre) Timmermann Investments Commercial, LP tract;

**THENCE** with a Northwest line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **N 27 deg. 14'15" E 391.12 ft.** to a calculated point at the Southwest corner of Lot 7, Block J, Greenbury Phase Two- B, a subdivision in Tavis County, Texas, according to the map or plat thereof recorded in Document No.

200400218 of the Official Public Records of Travis County, Texas, from which a capped iron rod found at the Northwest corner of said Lot 7 bears, **N 27 deg. 14'15" E 196.91ft.**;

**THENCE** with the Southwest line of Block J, Greenbury Phase Two-B, the Southwest line of Block A, Greenbury Phase One-A, and with a Northeast line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **S 61 deg. 49'49" E 1314.70 ft.** to a calculated point at an angle corner of the aforementioned Lot 1, Block A, Greenbury Phase One-A, same being the Northeast corner of said (31.889 acre) Timmermann Investments Commercial, LP tract and being the Northeast corner of the herein described tract;

**THENCE** with the West line of Lot 1, Block A, Greenbury Phase One-A and with the East line of said (31.889 acre) Timmermann Investments Commercial, LP tract, **S 02 deg. 40'27" E 229.82 ft.** to the **PLACE OF BEGINNING** and containing **32.97 acres** of land.

SURVEYED: October 10, 2022

Holt Carson  
 Registered Professional Land Surveyor No. 5166  
 Reference map: C 1130016



Parcel D

**FIELD NOTE DESCRIPTION OF 14.09 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, AND OUT OF THE CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58, BEING THE REMAINDER OF THAT CERTAIN (82.254 ACRES) AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 11208, PAGE 824 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:**

**BEGINNING** at a ½" iron rod with a plastic cap imprinted "JPH" found at the intersection of the curving West right-of-way line of FM 973 and the North line of Ring Road (a private roadway) at the South corner of Lot 7C, Block A, Short Form Plat of Manor Commons SW Establishing Lot 78 and 7C, Block A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 202200190 of the Official Public Records of Travis County, Texas, same being a point in the interior of that certain (82.254 acre) tract of land as conveyed to Terrell Timmermann by deed recorded in Volume 11208, Page 824 of the Real Property Records of Travis County, Texas and being the Northeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** with West right-of-way line of FM 973 and through the interior of said (82.254 acre) Timmermann tract, along a curve to the left with a radius of 10090.00 ft. for an arc length of 313.49 ft. and which chord bears, **S 21 deg. 38'10" W 313.48 ft.** to a calculated point in the East line of said (82.254 acre) Timmermann tract;

**THENCE** continuing with the West right-of-way line of FM 973 and with the East line of said (82.254 acre) Timmermann tract, **S 27 deg. 59'18" W 305.12 ft.** to a ½" iron rod found at the Southeast corner of said (82.254 acre) Timmermann tract, same being the Northeast corner of that certain (7.269 acre) tract of land as conveyed to Eternal Faith Baptist Church by deed recorded in Volume 6632, Page 1464 of the Deed Records of Travis County, Texas and being the Southeast corner of the herein described tract;

**THENCE** leaving the West right-of-way line of FM 973 with a South line of said (82.254 acre) Timmermann tract, **N 85 deg. 51'42" W 907.79 ft.** to a ½" iron rod found at the Northwest corner of

*that certain (5.00 acre) tract of land as conveyed to the Roman Catholic Diocese by deed recorded in Volume 5985, Page 172 of the Deed Records of Travis County, Texas, same being an angle corner in the East line of that certain (24.27 acre) tract of land as conveyed to the City of Manor by deed recorded in Document No. 2015025268 of the Official Public Records of Travis County, Texas and being an angle corner of the herein described tract;*

**14.09 Acres**

**End of Page 1 of 2**



## 14.09 Acres

Page 2 of 2

**THENCE** with the East line of said (24.27 acre) City of Manor tract, **N 22 deg. 43'44" W 245.59 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at the Southwest corner of Lot 1, Final Plat Establishing Manor Market Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201300149 of the Official Public Records of Travis County, Texas, same being an angle corner of said (24.27 acre) City of Manor and being an angle corner of the herein described tract;

**THENCE** with the Southeast line of Lot 1, Final Plat Establishing Manor Market Subdivision, the following three (3) courses:

- 1.) **N 60 deg. 03'26" E 822.59 ft.** to a calculated point of curvature in an asphalt drive;
- 2.) Along a curve to the left with a radius of 300.00 ft. for an arc length of 47.85 ft. and which chord bears, **N 55 deg. 29'18" E 47.80 ft.** to a calculated point of tangency in an asphalt drive;
- 3.) **N SO deg. 55'09" E 68.25 ft.** to a calculated point in an asphalt drive at the Southeast corner of said Lot 1, same being an angle corner of Lot 7, Block A, Final Plat Establishing Manor Commons SW, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201500112 of the Official Public Records of Travis County, Texas, also being a point in the Southerly line of the aforementioned Ring Road;

**THENCE** with a Southeast line Lot 7, Block A, Final Plat Establishing Manor Commons SW and crossing to the Northerly line of said Ring Road, **N 50 deg. 55'09" E 59.99 ft.** to a calculated point being an angle corner of said Lot 7, same being a point in the Southwest line of Lot 7C, Block A, Short Form Plat Establishing Lot 7B and 7C, Block A and being the most Northerly corner of the herein described tract;

**THENCE** with the Southwest line of said Lot 7C and with the Northerly line of Ring Road, the following two (2) courses:

- 1.) Along a curve to the left with a radius of 620.00 ft. for an arc length of 302.27 ft. and which chord bears, **S 53 deg. 02'47" E 299.29 ft.** to a MAG nail found with a washer imprinted "JPH" found at a point of tangency;
- 2.) **S 67 deg. 27'55" E 182.10 ft.** to the **PLACE OF BEGINNING** and containing **14.09 acres** of land.

SURVEYED: August and November,

2022 Holt Carson

Registered Professional Land Surveyor No. 5166



EXHIBIT A-2: Parcels A, B & C

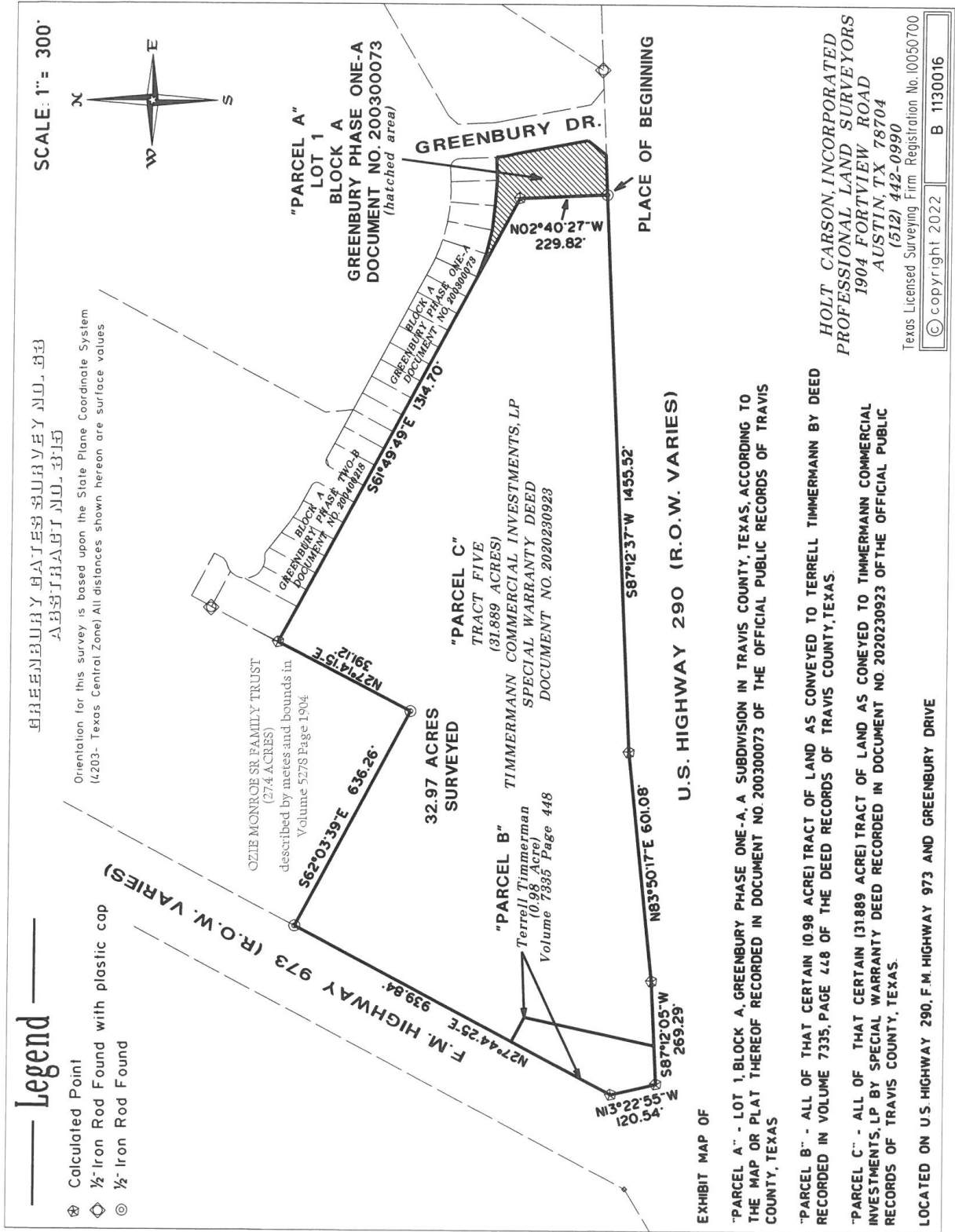
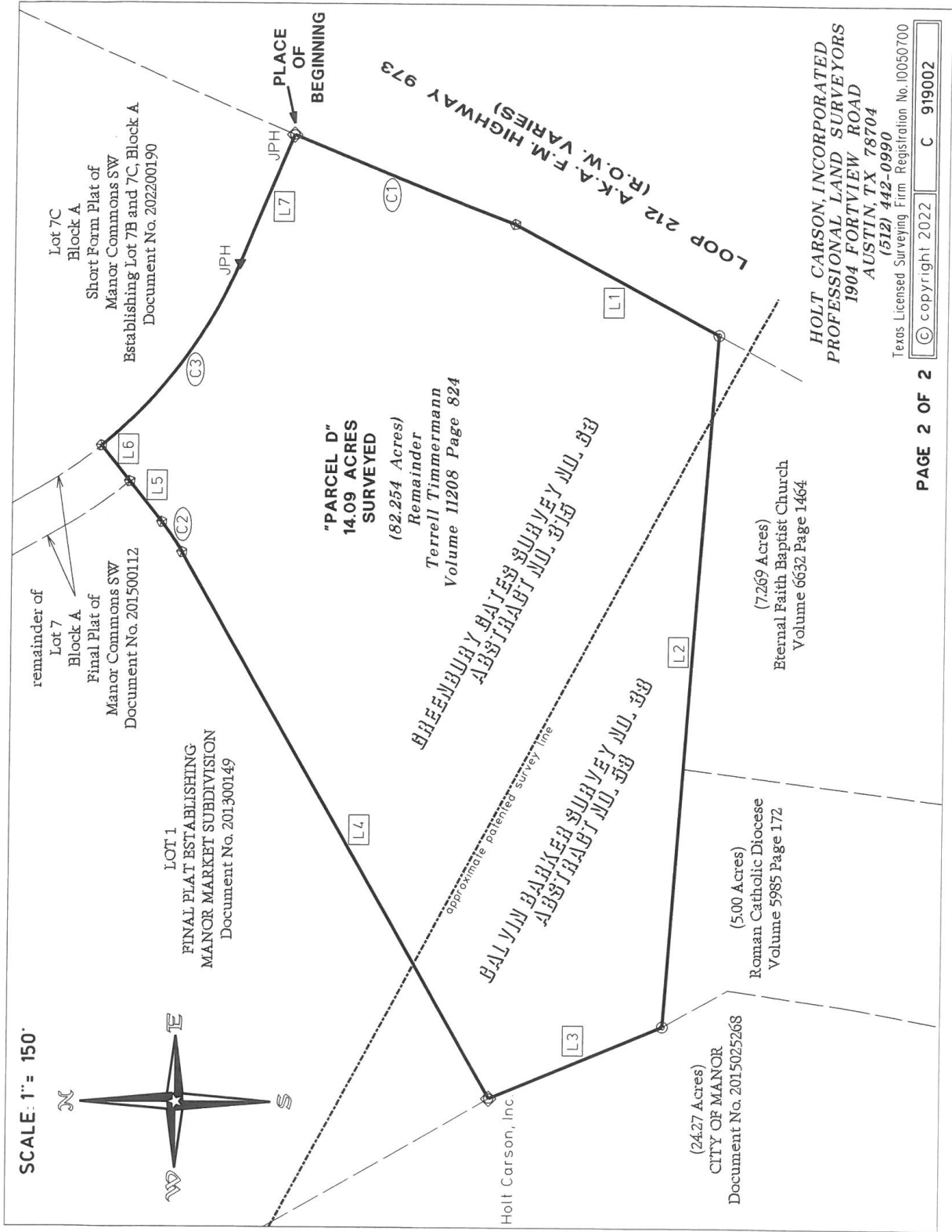


EXHIBIT A-3: Parcel D





**EXHIBIT B**  
**Form of 380 Grant Certification**

**CITY OF MANOR**  
**ANNUAL CHAPTER 380 AGREEMENT (THE “AGREEMENT”)**  
**GRANT REPORT FORM**

**Chapter 380 Grant Certification – Tax Year \_\_\_\_\_**

**PROJECT STATUS – THRESHOLD GRANT CRITERIA – Fill this section out for Tax year 1 only; this section may be deleted for subsequent years.**

Certificate of Occupancy for the Project issued \_\_\_\_\_.

**Please provide each of the following documents as an attachment to this Certification**

\_\_ - Certificate of Occupancy

**ONGOING GRANT CRITERIA**

\_\_ - Proof of payment of the ad valorem and business taxes for the Property. Records acceptable to the City showing the amount paid.

**CERTIFICATION**

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Chapter 380 Grant Certification are true and accurate and in compliance with the terms of this Chapter 380 Agreement with the City of Manor, Texas. I further certify that to the best of my knowledge and belief, the requirements of the Threshold Grant Criteria have been met, as those terms are defined in the Agreement.

\_\_\_\_\_  
Printed Name and Title of Certifying Officer

\_\_\_\_\_  
Signature of Certifying Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

NOTE: This Chapter 380 Grant Certification shall be filed annually on or before June 30 of each calendar year beginning with 202\_ (unless required earlier by the Agreement) and each year thereafter so long as the Chapter 380 Agreement is in existence.

## EXHIBIT C

### Eligible Infrastructure

#### Public Roads:

##### NE Corner

1. Unnamed road (Road A) which will extend from Marie Lane to FM 973.
2. Unnamed road (Road B) which will run from Highway 290 to Road A.
3. Extension of Marie Lane
4. TxDOT/TIA Improvements. These may include, but are not limited to: westbound deceleration lanes on Highway 290 between Greenbury Drive and FM-973; a northbound deceleration lane on FM 973 at Road A; and any required traffic signals

##### SW Corner

No public roads planned.

#### Internal Private Roads:

##### NE Corner

1. Access road (Road 1) between Greenbury Drive and Marie Ln along south boundary of the Greenbury Development.
2. Access road (Road 2) for the Pad Lots facing Highway 290 running parallel to the highway.

##### SW Corner

1. Access road that runs around the perimeter of pad lot and provides access to Ring Rd and Service Access to FM 973.

#### Stormwater Drainage:

##### NE Corner

1. Drainage Lines – Underground stormwater drainage lines along (a) Highway 290 from Lot 24 to the existing channel at the Northeast corner of Highway 290 and FM 973, (b) from the Detention Pond to the channel crossing of Road A near FM 973, (c) from the intersection of Road A and Marie Lane to the Detention Pond, (d) from the rear of Lot 1 to the culvert located at the northwest corner of the intersection of Hwy 290 and Greenbury Drive, and (e) the culvert/bridge crossing just east of FM 973 for Road A over the tributary to Wilbarger Creek.
2. Detention Ponds – Pond located north of Road A and west of Lot 1. Detention pond only. No filtration pond is required.
3. Storm sewer manholes, storm inlets, headwalls and slope protection

##### SW Corner

1. Drainage Lines – Underground stormwater drainage lines along (a) Ring Road from the northwest corner of the property, and (b) the northern border of the property from the northwest corner south to Wilbarger Creek.
2. Storm sewer manholes, storm inlets, headwalls and slope protection

**Water:**NE Corner

1. Water line connecting to existing service at Greenbury Drive, then following Greenbury Drive north and Access Road 1 to the west to Marie Lane.
2. Water line connecting to service at Marie Lane and running along Road A to FM 973 then going south to Highway 290. The line would then head west with a bore under FM 973 to connect to existing service.

SW Corner

1. Water line connecting to existing service on the southern side of the parcel, then running west along the proposed lot line, turning north, then coming back east to make a connection with existing service at FM 973

**Wastewater:**NE Corner

1. 8" wastewater line along the western boundary of the property (to the east of the flood plain) that will connect to available City service.
2. Wastewater manholes, clean-outs, stub-outs and related wastewater facilities necessary to provide wastewater service to all of the Lots.
3. Excluding wastewater taps and connections from the Lots to the wastewater lines.

SW Corner

1. 8" wastewater line on the south side of Ring Road with a bore under the road to connect to existing wastewater service on the north side of Ring Road.
2. Wastewater manholes, clean-outs, stub-outs and related wastewater facilities necessary to provide wastewater service to all of the Lots.
3. Excluding wastewater taps and connections from the Lots to the wastewater lines.

**Sidewalks:**NE Corner

Five foot (5') wide sidewalks as required along Highway 290 (between Greenbury Dr. and FM 973), FM 973 (between Highway 290 and Road A), and along the West side of Greenbury Drive.

SW Corner

Five foot (5') wide sidewalks within the right-of-way along FM 973 from Ring Road to the southern property boundary, and along southside of Ring Road from shared driveway with Walmart to FM 973, and on northern side of Ring Road from north shared access drive of multi-tenant building to FM 973 and if NWC of Ring Road and FM 973 is detention sidewalk along this parcel at FM 973.

**Dry Utilities:**

All necessary electric, gas and telco for the NE Corner, as well as the SW Corner lots.

**CLOMR / LOMR:**

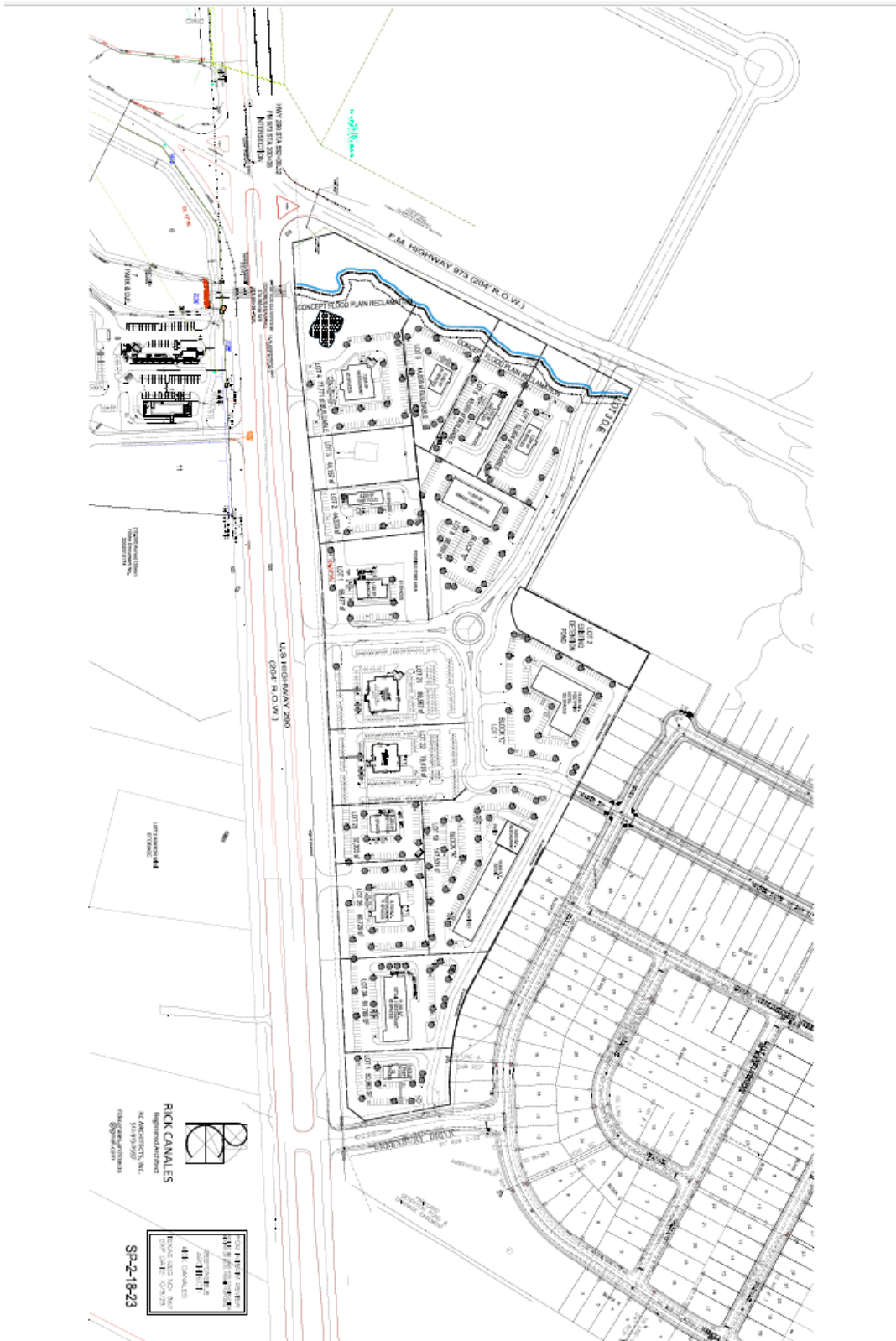
NE Corner

1. Conditional Letter of Map Revision (CLOMR) and all costs associated therewith.
2. Fill and necessary work associated with construction to comply with CLOMR.
3. Letter of Map Revision (LOMR) and all costs associated therewith



# EXHIBIT D

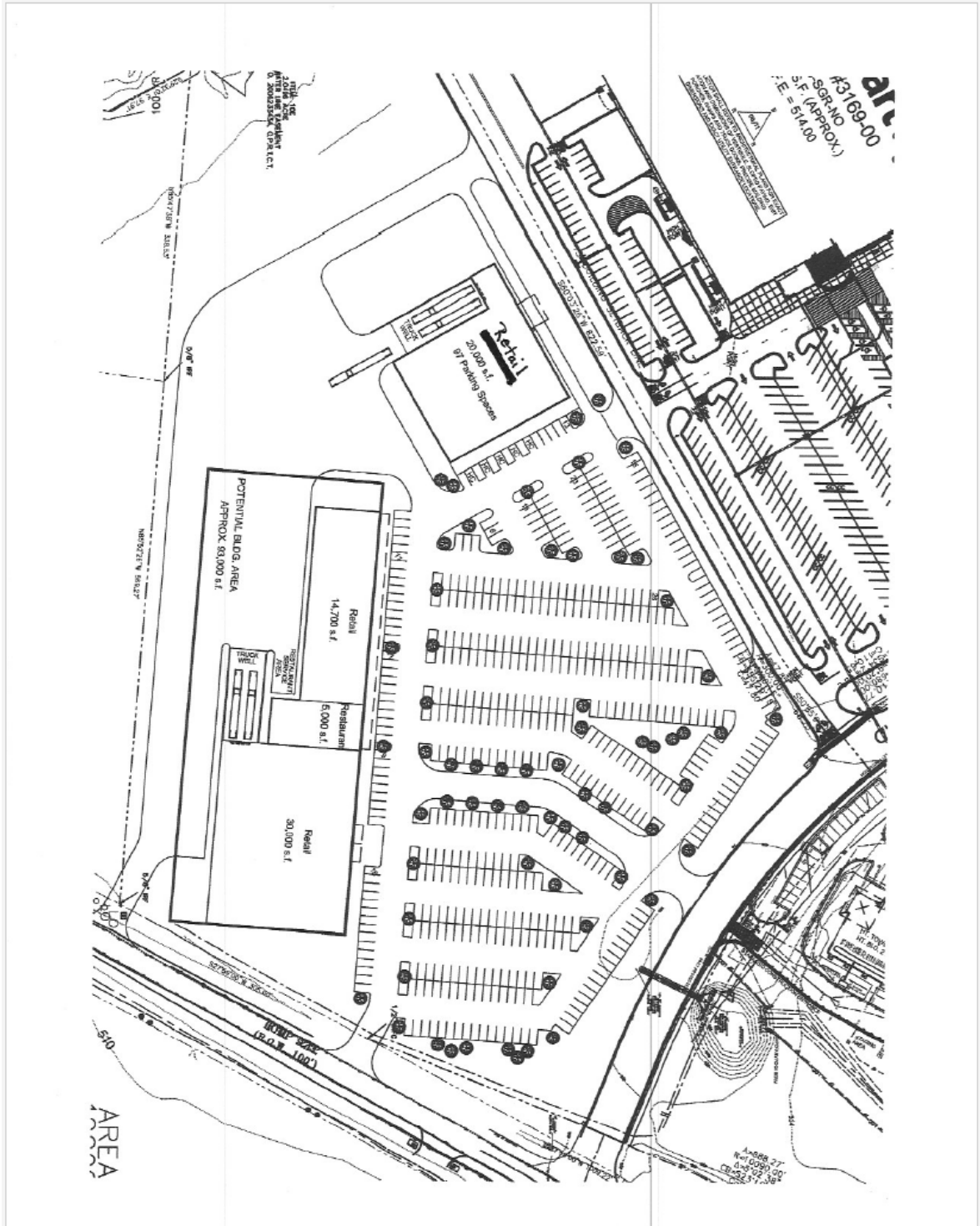
## NE Corner



**RICK CANALES**  
REGISTERED ARCHITECT  
RICK CANALES ARCHITECTS, INC.  
1000 W. UNIVERSITY BLVD.  
SUITE 100  
DALLAS, TEXAS 75208  
PH: 214.742.1234  
WWW.RICKCANALESARCHITECTS.COM

**SP-2-18-23**  
RICK CANALES ARCHITECTS, INC.  
1000 W. UNIVERSITY BLVD.  
SUITE 100  
DALLAS, TEXAS 75208  
PH: 214.742.1234  
WWW.RICKCANALESARCHITECTS.COM

SW Corner





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Jones, Director  
**DEPARTMENT:** Economic Development

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Fourth Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement.

**BACKGROUND/SUMMARY:**

On May 5, 2011, Greenview Development Corp. (“Developer”) and the City entered into the Manor Commons Amended and Restated Project and Incentive Agreement, as amended (“Manor Commons Agreement”), for the project on Highway 290. The City and Developer are entering into a separate development agreement specifically for Phase 3 of the Manor Commons project and a 380 agreement. Developer is requesting that an approximate 14 acre tract be released from the Manor Commons Agreement in order to include the property in the Manor Commons Phase 3 development agreement and 380 agreement. This fourth amendment to the Manor Commons Agreement is provided for City Council consideration.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Fourth Amendment to Manor Commons Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the Fourth Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement.

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

**FOURTH AMENDMENT TO THE MANOR COMMONS AMENDED  
AND RESTATED PROJECT AND INCENTIVE AGREEMENT**

This **FOURTH AMENDMENT TO THE MANOR COMMONS AMENDED AND RESTATED PROJECT AND INCENTIVE AGREEMENT** (the “Fourth Amendment”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 (the “Fourth Amendment Effective Date”), by and between the **City of Manor, Texas**, a Texas municipal corporation (the “City”), and **Greenview Development Corp.**, a Texas corporation (the “Developer”). The City and the Developer are sometimes hereinafter collectively referred to as the “Parties”.

**RECITALS**

A. The City and the Developer are parties to that certain Manor Commons Amended and Restated Project and Incentive Agreement dated May 5, 2011, that certain First Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement dated October 17, 2018, and that certain Second Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement dated April 17, 2019, and that certain Third Amendment to the Manor Commons Amended and Restated Project and Incentive Agreement dated December 18, 2019 (collectively, the “Manor Commons Agreement”).

B. The Property is defined in the Manor Commons Agreement (the “Original Tract”).

C. Developer requested that an approximately 14.09 acre portion of the Original Tract, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes be removed and released (the “Released Tract”) and be a part of the Property, as defined in that certain Manor Commons Phase Three Development Agreement effective \_\_\_\_\_, 2023.

D. The Parties desire to amend the Manor Commons Agreement in certain respects including to amend the definition of Property to mean the portion of the Property that has not been removed and released (the “Remainder Tract”) and the Manor Commons Agreement remain in effect as to the Remainder Tract.

**AGREEMENT**

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

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Fourth Amendment to the same extent as if set forth herein in full.

2. Payment of Incentives. Developer has paid back in full to City and City is in receipt of Developer’s payment of all previous incentives payments made by the City to Developer under the terms of the Manor Commons Agreement related to the Released Tract.

3. Definition of Property. The term “Property” when used in the Manor Commons Agreement, shall mean the Remainder Tract, which is the portion of the Property as originally



defined under the Manor Commons Agreement, less the Released Tract, which is described in Exhibit A.

4. Capitalized Terms. Any capitalized term that is used in this Fourth Amendment and is not otherwise defined herein shall have the meaning that is ascribed to it in the Manor Commons Agreement.

5. Amendment of Manor Commons Agreement. Except as expressly amended hereby, the Manor Commons Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Manor Commons Agreement is modified or deleted by this Fourth Amendment, any unaltered provision of such section, subsection or clause of the Manor Commons Agreement shall remain in full force and effect. However, where any provision of this Fourth Amendment conflicts or is inconsistent with the Manor Commons Agreement, the provision of this Fourth Amendment shall control.

6. Entire Agreement. This Fourth Amendment, together with any exhibits attached hereto, and the Manor Commons Agreement, as amended by this Fourth Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this Fourth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

7. Governing Law. This Fourth Amendment shall be governed by, construed under and enforced in accordance with the laws of the State of Texas.

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

9. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Fourth Amendment.

10. Interpretation. This Fourth Amendment has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Fourth Amendment.

11. Authority. Each party hereto warrant that each has the full legal authority to execute and deliver this Fourth Amendment. In addition, the individual who executes this Fourth Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

12. Severability. If any provision of this Fourth Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Fourth Amendment as so invalidated would be

unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Fourth Amendment.

13. Anti-Boycott Verification. To the extent this Fourth Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Developer represents that neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Fourth Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

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

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

16. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Fourth Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a)

the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

17. Multiple Counterparts. This Fourth Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

*[Signature pages follow]*

**IN WITNESS WHEREOF** the Parties have caused this Fourth Amendment to be executed in multiple originals to be effective as of the date and year first above written.

**CITY:**  
CITY OF MANOR, TEXAS,  
a Texas home-rule municipal corporation

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

**ATTEST:**

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

Approved as to form:

By: \_\_\_\_\_  
Name: Veronica Rivera  
Title: Assistant City Attorney



**DEVELOPER:**  
GREENVIEW DEVELOPMENT CORP.,  
a Texas corporation

By: \_\_\_\_\_  
Barth Timmermann, President

ACKNOWLEDGED AND AGREED TO:

GREENVIEW DEVELOPMENT 973 LP,  
A Texas limited partnership

By: \_\_\_\_\_  
Barth Timmermann, President of Greenview  
Development Corp., its General Partner

GREENVIEW DEVELOPMENT GREENBURY LP,  
A Texas limited partnership

By: \_\_\_\_\_  
Barth Timmermann, President of Greenview  
Development Corp., its General Partner

**Exhibit "A"**  
**Released Property**

November 30, 2022

FIELD NOTE DESCRIPTION OF 14.09 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, AND OUT OF THE CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58, BEING THE REMAINDER OF THAT CERTAIN (82.254 ACRES) AS CONVEYED TO TERRELL TIMMERMANN BY DEED RECORDED IN VOLUME 11208, PAGE 824 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod with a plastic cap imprinted "JPH" found at the intersection of the curving West right-of-way line of FM 973 and the North line of Ring Road (a private roadway) at the South corner of Lot 7C, Block A, Short Form Plat of Manor Commons SW Establishing Lot 78 and 7C, Block A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 202200190 of the Official Public Records of Travis County, Texas, same being a point in the interior of that certain (82.254 acre) tract of land as conveyed to Terrell Timmermann by deed recorded in Volume 11208, Page 824 of the Real Property Records of Travis County, Texas and being the Northeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** with West right-of-way line of FM 973 and through the interior of said (82.254 acre) Timmermann tract, along a curve to the left with a radius of 10090.00 ft. for an arc length of 313.49 ft. and which chord bears, **S 21 deg. 38'10" W 313.48 ft.** to a calculated point in the East line of said (82.254 acre) Timmermann tract;

**THENCE** continuing with the West right-of-way line of FM 973 and with the East line of said (82.254 acre) Timmermann tract, **S 27 deg. 59'18" W 305.12 ft.** to a 1/2" iron rod found at the Southeast corner of said (82.254 acre) Timmermann tract, same being the Northeast corner of that certain (7.269 acre) tract of land as conveyed to Eternal Faith Baptist Church by deed recorded in Volume 6632, Page 1464 of the Deed Records of Travis County, Texas and being the Southeast corner of the herein described tract;

**THENCE** leaving the West right-of-way line of FM 973 with a South line of said (82.254 acre) Timmermann tract, **N 85 deg. 51'42" W 907.79 ft.** to a 1/2" iron rod found at the Northwest corner of that certain (5.00 acre) tract of land as conveyed to the Roman Catholic Diocese by deed recorded in Volume 5985, Page 172 of the Deed Records of Travis County, Texas, same being an angle corner in the East line of that certain (24.27 acre) tract of land as conveyed to the City of Manor by deed recorded in Document No. 2015025268 of the Official Public Records of Travis County, Texas and being an angle corner of the herein described tract.

**14.09 Acres**  
**End of Page 1 of 2**

14.09 Acres

Page 2 of 2

**THENCE** with the East line of said (24.27 acre) City of Manor tract, **N 22 deg. 43'44" W 245.59 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at the Southwest corner of Lot 1, Final Plat Establishing Manor Market Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201300149 of the Official Public Records of Travis County, Texas, same being an angle corner of said (24.27 acre) City of Manor and being an angle corner of the herein described tract;

**THENCE** with the Southeast line of Lot 1, Final Plat Establishing Manor Market Subdivision, the following three (3) courses:

- 1.) **N 60 deg. 03'26" E 822.59 ft.** to a calculated point of curvature in an asphalt drive;
- 2.) Along a curve to the left with a radius of 300.00 ft. for an arc length of 47.85 ft. and which chord bears, **N 55 deg. 29'18" E 47.80 ft.** to a calculated point of tangency in an asphalt drive;
- 3.) **N SO deg. 55'09" E 68.25 ft.** to a calculated point in an asphalt drive at the Southeast corner of said Lot 1, same being an angle corner of Lot 7, Block A, Final Plat Establishing Manor Commons SW, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201500112 of the Official Public Records of Travis County, Texas, also being a point in the Southerly line of the aforementioned Ring Road;

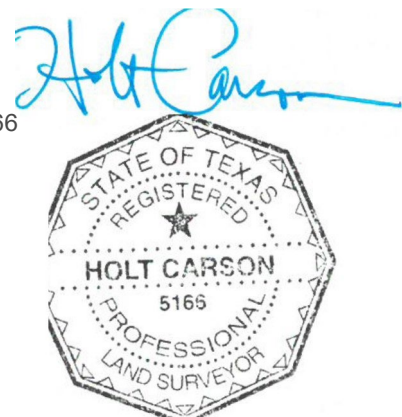
**THENCE** with a Southeast line Lot 7, Block A, Final Plat Establishing Manor Commons SW and crossing to the Northerly line of said Ring Road, **N 50 deg. 55'09" E 59.99 ft.** to a calculated point being an angle corner of said Lot 7, same being a point in the Southwest line of Lot 7C, Block A, Short Form Plat Establishing Lot 7B and 7C, Block A and being the most Northerly corner of the herein described tract;

**THENCE** with the Southwest line of said Lot 7C and with the Northerly line of Ring Road, the following two (2) courses:

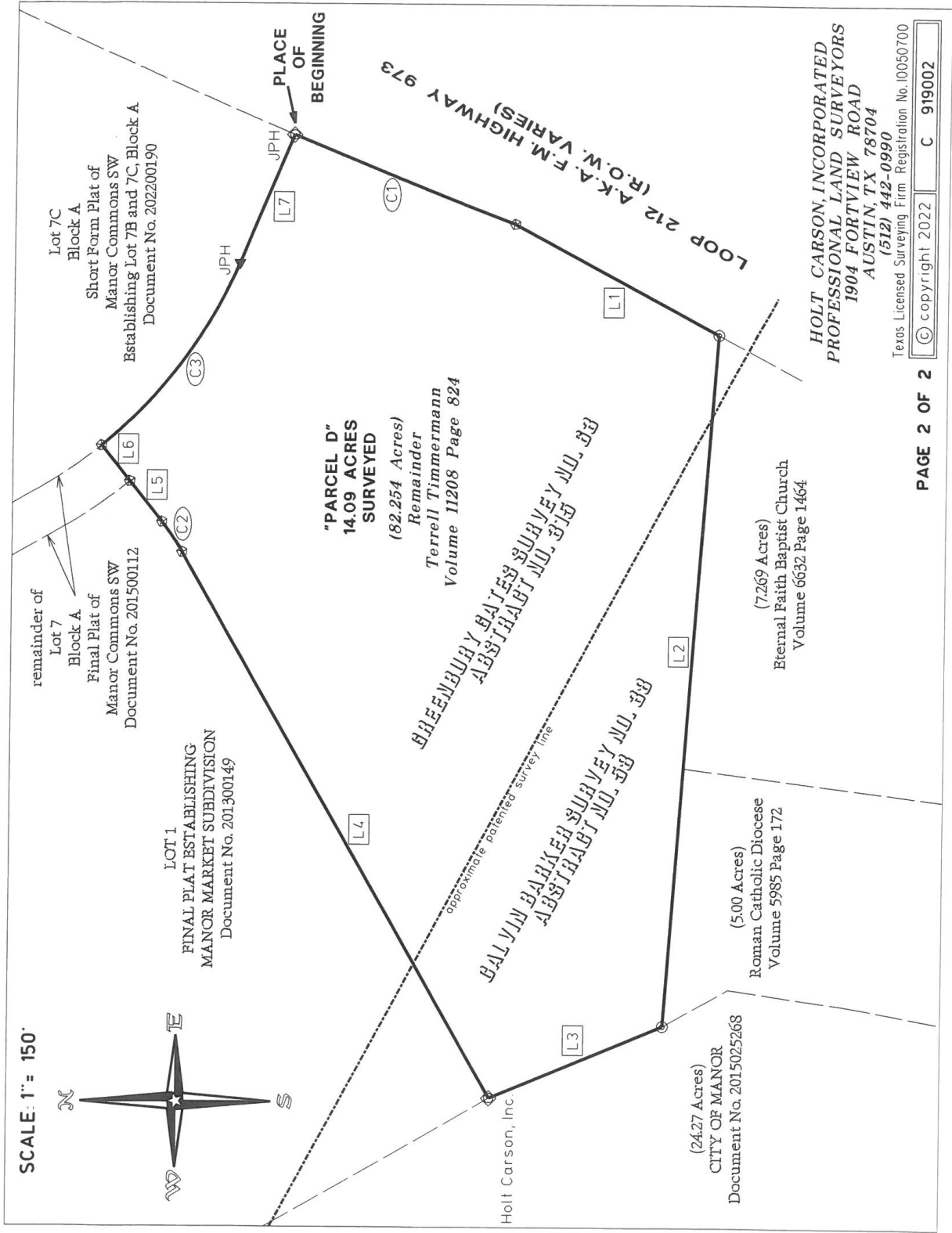
- 1.) Along a curve to the left with a radius of 620.00 ft. for an arc length of 302.27 ft. and which chord bears, **S 53 deg. 02'47" E 299.29 ft.** to a MAG nail found with a washer imprinted "JPH" found at a point of tangency;
- 2.) **S 67 deg. 27'55" E 182.10 ft.** to the **PLACE OF BEGINNING** and containing **14.09 acres** of land.

SURVEYED: August and November,

2022 Holt Carson  
Registered Professional Land Surveyor No. 5166









**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a variance from Manor Code of Ordinances, Chapter 15, Article 15.04, Section 15.04.016(b)(4) Prohibited Signs and Section 15.04.019(a) Off-Site Signs to permit an off-site sign for Landmark at Manor Property Holdings and located at 13119 US Hwy 290, Manor, TX.

*Applicant: Landmark Companies*

*Owner: Landmark Companies*

**BACKGROUND/SUMMARY:**

This property was part of a Settlement Agreement between the City of Manor and Manor RV Park, LLC executed on 8/30/21. That agreement provided the entire 30.8-acre tract be platted as one lot but at the city’s request, 6.8 acres of the frontage was to be zoned C-2 Medium Commercial and the remaining 24 acres as MF-2 multi-family 25. That zoning was approved by Ordinance 627 on 10/20/21 and the plat was recorded on 2/15/22.

At the time of the Settlement Agreement signage and lot frontage standards were not considered as other larger factors governing the lawsuit were being negotiated and the specifics of future development of the property were not discussed. Normally, the MF-2 zoning would have had to extend to US 290 to provide the proper lot frontage, this how the Grassdale Apartments are zoned and platted, but with this property the MF-2 zoned area is fully behind the C-2 area and accesses US 290 via an easement across the commercial tract(s). This is an unusual circumstance that is a result of the Settlement Agreement and cannot be generally applied to other properties in the city.

Their signage request meets the size and type standards for a multi-family entry monument, so they are only requesting to place their sign off-site within an easement in the median of their private entry road on the commercial tract. The monument sign has a 32-sf sign face area, and the monument is 5’ 10” in height.

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

- Variance Request
- Location exhibits
- Proposed sign

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve a variance from Manor Code of Ordinances, Chapter 15, Article 15.04, Section 15.04.016(b)(4) Prohibited Signs and Section 15.04.019(a) Off-Site Signs to permit an off-site sign in the location and with the dimensions as shown in Exhibits B and C of the request for Landmark at Manor Property Holdings and located at 13119 US Hwy 290, Manor, TX.

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



June 28, 2023

**VIA E-MAIL: Scott Dunlop <sdunlop@manortx.gov>**

Scott Dunlop, AICP  
Development Services Director  
City of Manor - City Hall  
105 E. Eggleston St.  
P.O. Box 387  
Manor, TX 78653

**Re: Off-Site Sign Variance on US-290 for 13119 US Hwy 290, Manor, Tx 78653**

Dear Mr. Dunlop:

We are pleased to present our request for an off-site signage variance request to the City of Manor in reference to our parcel located just south of 13119 US Hwy 290, Manor, Tx 78653 (Property ID #967909, please see exact property location in Exhibit "A").

This property was originally contemplated as a large RV park by the previous owner Manor RV Park, LLC a few years ago. As part of litigation with Manor RV Park, LLC, the City agreed to a settlement agreement to split the original 30-acre parcel into 2 parcels: a 6-acre retail/commercial parcel which would be on the properties north (direct frontage to US-290) and another 24-acre medium density multifamily parcel which would be contiguous to the site to the south but was not provided any frontage or direct access to US-290. The previous owner contemplated building a large RV park on the site and a plat was approved by the County last year for both the multifamily and retail parcels, so both properties are currently in the same plat. Landmark purchased the multifamily parcel of the site in June of 2022 and developed a new plan. Manor RV Park retained ownership of the retail parcel, but provided an access easement for the multifamily tract to Landmark. Landmark's current plan for the multifamily parcel is to submit plans to the City and build 2 separate multifamily projects for the multifamily parcel to total approximately 590 multifamily units to be built over the next 4 years. The first project is planned to begin at the end of this year as plans have been recently submitted to the City.

As a result of the settlement with the City, the multifamily parcel was placed in the back of the plat without any frontage to US-290 and access was granted by the Seller through an access, utility, and signage easement through a shared access driveway (Please see "Exhibit B"). In order to gain the visibility needed for the project and overall safety, we are requesting approval for an off-site sign to our site to be located on the common driveway entrance from US-290.

We believe that this off-site sign location is critically needed for the safety to the public, overall economic viability of the project, and marketing to our future residents and guests. As you know, US-290 is a high-speed road that can exceed 60 miles per hour with multiple exits to turn. Signage is vital to the entrance of the site so that drivers can properly identify the residences early enough

to this soon-to-be highly trafficked exit prior to the entrance, signal to turn, and safely enter the turn lane into the project without causing a disturbance to the other traffic on the road. We anticipate a significant amount of traffic each day will be entering this shared entrance driveway and signage is important for safety and access. In addition to the safety concerns, the sign would also assist in our marketing efforts to ensure the viability of a large number of apartment units.

Landmark has permission from the retail owner to build this shared driveway and plans on building this access driveway as part of the multifamily project to begin later this year.

An example of the proposed sign is shown in "Exhibit C" attached.

Thank you for your consideration and time.

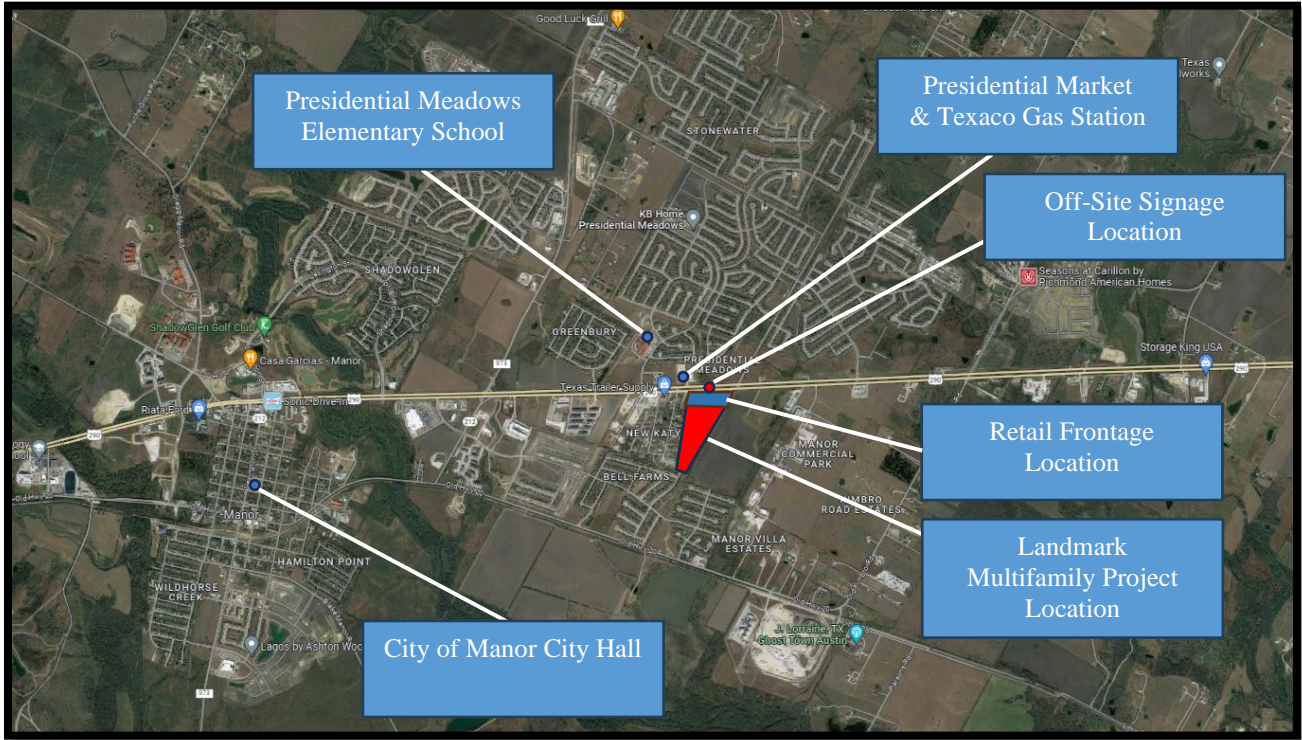
Sincerely,

LANDMARK at MANOR PROP HOLDINGS, LLC

By:   
Adam Link, Development Manager



EXHIBIT "A"  
Site Location

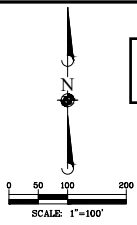


Variance Request  
Page 4

EXHIBIT "B"

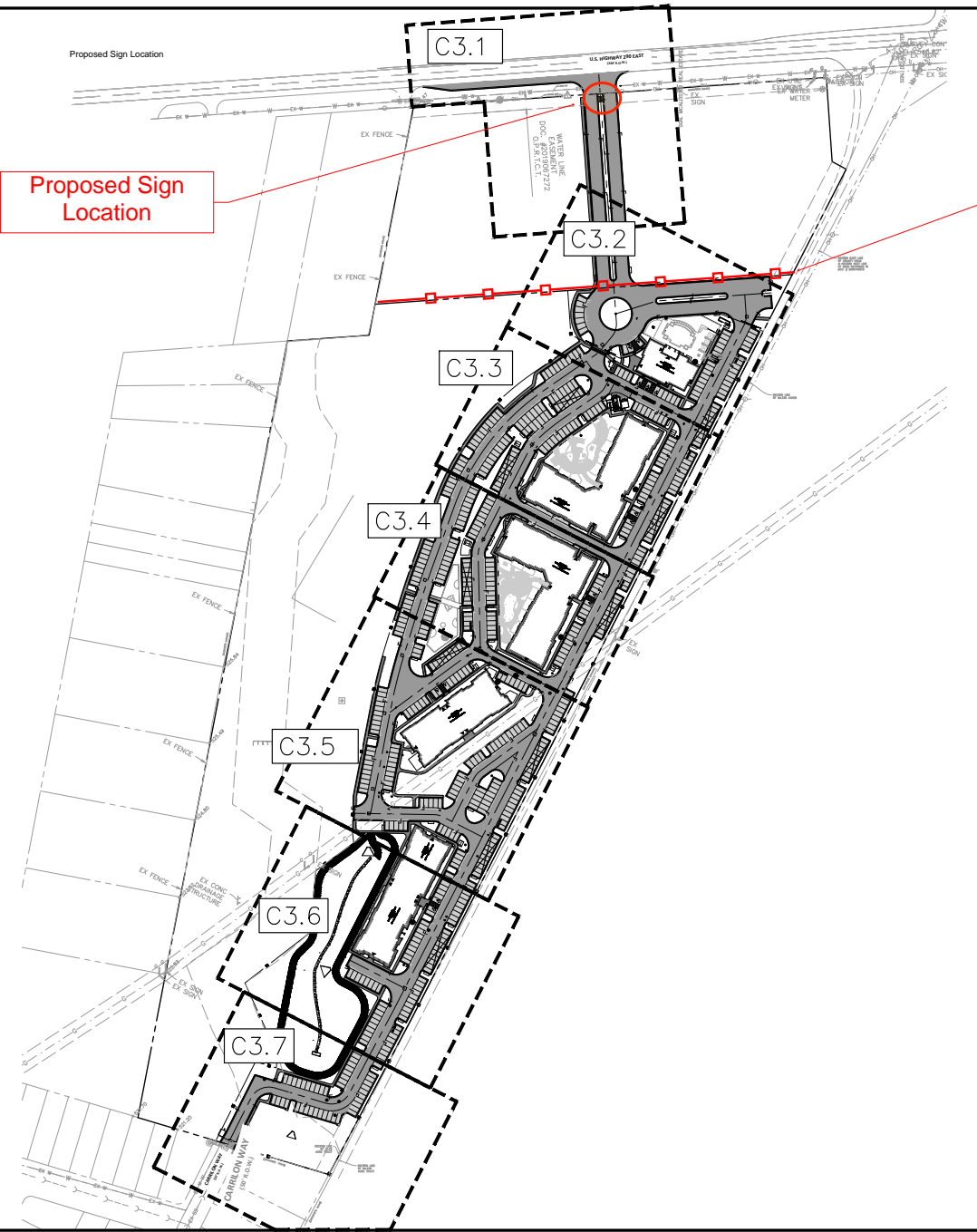
**Site Plan and Proposed Sign Location**

Item 16.



Proposed Sign Location

Separation line between Retail & Multifamily Parcels



**LEGEND**

	ACCESSIBLE PATH
	ENTRANCE/EXIT DOORWAY
	PROPERTY LINE
	BARRIER FREE RAMP
	SIDEWALKS 4' X 4' XXX PSI CONCRETE PAVEMENT WITH #4 BARS @ 18" O.C.E.W. ON 4" COMPACTED SUBGRADE PER CITY OR 12" CRUSHED LIMESTONE BASE WITH 6" MOISTURE CONDITIONED SUBGRADE.
	D1.1 PAVING 2" HOT MIX ASPHALTIC CONCRETE PAVEMENT ON EITHER: A. 12" CRUSHED LIMESTONE BASE WITH 6" LIME TREATED SUBGRADE. B. 12" CRUSHED LIMESTONE BASE WITH 6" MOISTURE CONDITIONED SUBGRADE.
	D1.2 PAVING 2" HOT MIX ASPHALTIC CONCRETE PAVEMENT ON EITHER: A. 12" CRUSHED LIMESTONE BASE WITH 6" LIME TREATED SUBGRADE. B. 12" CRUSHED LIMESTONE BASE WITH 6" MOISTURE CONDITIONED SUBGRADE.
	D1.3 PAVING 7" 3,500 PSI CONCRETE PAVEMENT WITH #4 BARS @ 18" O.C.E.W. ON 4" COMPACTED SUBGRADE. *SEE GEOTECH REPORT FOR ADDITIONAL INFORMATION.

**SIGN LEGEND**

	FDC SIGN
	ADA PARKING SIGN
	EV CHARGING SIGN

**BENCHMARK INFORMATION**

BENCHMARK 50 - SQUARE CUT IN CONC DRAIN GRID N: 10,102,028.251 GRID E: 3,183,248.481 ELEVATION = 536.12	BENCHMARK 51 - CGS IN PP GRID N: 10,102,042.480 GRID E: 3,183,838.487 ELEVATION = 538.95
--	---

**PROJECT LAND SUMMARY USE**

Zoning: MF-2

**PHASE-1 DEVELOPMENT PARKING CALCULATIONS**

Building Unit Mix	Parking Requirements		Notes
One Bedroom (Unit)	144	216	*1.5 per unit type
Two Bedroom (Unit)	110	220	*2 per unit type
Three Bedroom (Unit)	24	60	*2.5 per unit type
Additional Guest	10.00%	30	*10% of total unit parking
Clubhouse (GFA)	6090	20	*1 per 300 GFA
		<b>566</b>	Total required
<b>Parking Provided</b>			
Surface Parking		526	
Carport Parking		96	
Garage Parking		18	
Total Parking		<b>640</b>	
<b>ADA Parking</b>			
Required	2.00%	13	*2% of total parking
Provided		13	
<b>Electric Vehicle Parking</b>			
Provided		16	

**Manhardt Consulting**  
 11205 Cantelero of Texas, Suite 200, Dallas, TX 75244 (972) 727-7000  
 Call Engineers & Surveyors | Water Resources Engineers | Water & Wastewater Engineers  
 Civil Engineers & Surveyors | Environmental Engineers | Land Surveyors  
 Texas Board of Professional Engineers & Land Surveyors Reg. No. 710784254 (8/19) - 727322 (7/19)

**LANDMARK AT MANOR EAST**  
 13119 EAST US HIGHWAY 290 MANOR, TEXAS 78653  
 SITE PAVING AND DIMENSIONAL CONTROL PLAN OVERALL



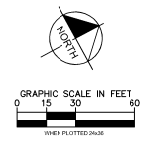
Know what's below.  
Call before you dig.

PROJ. MGR.: CNP  
 PROJ. ASSOC.: RK/LS/JP  
 DRAWN BY: 06/23/2023  
 DATE: 06/23/2023  
 SHEET  
**C3.0**  
 615.025003 61

D:\13119 Landmark\_Comp\303\_13119\_Manor\_East\Drawings\Site\_Paving\303\_Paving\_Overall\_PP\_615003.dwg  
 Date: 06/23/23  
 User: jh101023  
 Location: Comp\303\_13119\_Manor\_East\Drawings\Site\_Paving\_303\_Paving\_Overall\_PP\_615003.dwg  
 Plot Date: 06/23/23  
 Plot User: jh101023  
 Plot Location: Comp\303\_13119\_Manor\_East\Drawings\Site\_Paving\_303\_Paving\_Overall\_PP\_615003.dwg

PRELIMINARY - FOR INTERNAL REVIEW ONLY

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	SETBACK
	PROPOSED WATER LINE
	PROPOSED STORM LINE
	PROPOSED STORM INLET
	PROPOSED SIDEWALK

Proposed Sign

REMAINDER OF  
DND 31.02 ACRES  
LINDSEY WIER  
48737

U.S. HIGHWAY 290  
(240' R.O.W.)



KHA PROJECT 06927801	DATE JULY 2016	ACCESS EASEMENT EXHIBIT	NDMARK 290 MANOR CITY OF MANOR TRAVIS COUNTY, TEXAS	308
	SCALE: AS SHOWN EXPOSED BY: AC,BB DRAWN BY: AC,BB CHECKED BY: ASE			
Kimley»Horn		5301 SOUTHWEST PKWY, BUILDING 3, SUITE 100, AUSTIN, TX 78735 PHONE: 512-466-2222 WWW.KIMLEY-HORN.COM © 2016, MULTIPLE FIRM NO. 928		1 OF 1
REVISIONS		DATE	BY	

Variance Request  
Page 7

EXHIBIT "C"

**Site Plan and Proposed Sign Location**









### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Matthew Woodard, Director  
**DEPARTMENT:** Public Works

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on First Amendment to Temporary Wholesale Wastewater Service Interlocal Agreement with the Wilbarger Creek Municipal Utility District No. 2.

**BACKGROUND/SUMMARY:**

In June 2020, the City of Manor entered an interlocal agreement with Wilbarger Creek MUD No. 2 for temporary wastewater treatment capacity services at the City’s Wilbarger Plant for a three-year period, in an amount not to exceed 300,000 gallons per day. The City agreed to the arrangement pending the completion of an expansion to the Wilbarger Plant and the Plant having some excess capacity for a period of time coinciding with the term of the 2020 interlocal agreement.

The 2020 agreement provided flow relief for the maintenance of the District’s existing plant and provided treatment capacity while the District explored expansion options at its own treatment plant. The District started an expansion of its facility, but completion has been delayed due to supply chain issues with equipment and materials.

The proposed amendment allows the service to continue for 90 days at a lower maximum monthly volume and a reduced peak flow rate. The rates for the service during the extension are proposed at double the existing rate.

During the term of the original agreement the District came to direct increasing volumes to Manor’s Wilbarger Plant for treatment and in some months, those volumes exceeded the amount authorized, resulting in stresses on Manor’s Wilbarger Plant. Thus, the surcharge amount for exceedances is doubled in the amendment.

**LEGAL REVIEW:** Yes, Irene Montelongo  
**FISCAL IMPACT:** Yes  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- First Amendment Agreement

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve First Amendment to Temporary Wholesale Wastewater Service Interlocal Agreement with the Wilbarger Creek Municipal Utility District No. 2.

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

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT REGARDING WASTEWATER INTERCONNECT AND  
TEMPORARY WHOLESALE WASTEWATER SERVICE**

This **FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING WASTEWATER INTERCONNECT AND TEMPORARY WHOLESALE WASTEWATER SERVICE** (this “*Agreement*”) is entered into effective as of June 30, 2023 (the “*Effective Date*”) between **THE CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “*City*” or “*Manor*”), and **WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 2**, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code, in its capacity as the “*Master District*” (herein so called) under the Amended and Restated Contract for Financing and Operation of Regional Waste Collection, Treatment and Disposal Facilities; Regional Water Supply and Delivery Facilities; and Regional Drainage, Including Water Quality, Facilities dated March 6, 2003 (the “*Master District Contract*”).

**RECITALS**

**WHEREAS**, the City and the Master District previously entered into an Interlocal Agreement Regarding Wastewater Interconnect and Temporary Wholesale Wastewater Service dated effective June 3, 2020 (the “*Interlocal Agreement*”), pursuant to which the Master District installed an Interconnect between the City’s Wilbarger wastewater treatment system (Wilbarger) and the wastewater systems serving the Participant Districts (as defined in the Interlocal Agreement) through which the City can provide wholesale wastewater service to the Master District for the benefit of the Participant Districts on a temporary basis pending completion of the MUD WWTP Expansion (as defined in the Interlocal Agreement); and

**WHEREAS**, the 2020 temporary service arrangement with Manor supplements wastewater service operations the Master District provides through its facilities; and

**WHEREAS**, at times during the temporary arrangement the flows from the Master District have exceeded the limits in the Interlocal Agreement; and

**WHEREAS**, the Interlocal Agreement provides that, unless extended by mutual agreement, the term of the Interlocal Agreement will continue in effect until the MUD WWTP Expansion is complete and placed in to service or June 30, 2023, whichever first occurs; and

**WHEREAS**, because completion of the MUD WWTP Expansion has been delayed due to supply chain issues affecting the delivery and availability of equipment and materials, the City and the Master District desire to extend the term of the Interlocal Agreement for three months at reduced flow rates for such extended term (“*Extended Term*”); and

**WHEREAS**, the City may impose a surcharge for flow rate exceedances and other violations which occur during the term of the 2020 Interlocal Agreement and the City can also impose a surcharge for exceedances and violations which occur during the Extended Term; and

**WHEREAS**, the user rates and surcharge applicable during the Extended Term have been adjusted upward; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Master District amend the Interlocal Agreement as follows:

**AGREEMENT**

**Section 1.** Term. Reference to June 30, 2023 in Section 8 of the Interlocal Agreement is hereby extended to September 30, 2023 (the period of time beginning on July 1, 2023 and ending on September 30, 2023”).

**Section 2.** Maximum Level. During the Extended Term, the Maximum Level under Section 3 of the Interlocal Agreement will be reduced to an amount not to exceed a monthly average of 0.15 MGD at a two-hour peak flow rate not to exceed 208 gallons per minute.

**Section 3.** Wholesale Wastewater Rate. During the Extended Term, the wastewater rate of \$8.80/1,000 gallons for residential living unit equivalents (“LUEs”) and \$12.00/1,000 gallons for commercial LUEs shall apply.

**Section 4.** Surcharge. During the Extended Term, the City may impose a monthly wastewater surcharge equal to 50 % of the monthly wholesale bill to the Master District for as long as the Master District remains out of compliance with the Industrial Wastewater Regulations as provided in Section 2 of the Interlocal Agreement, or if the Master District exceeds the Maximum Level set forth in Section 2 above.

**Section 5.** Effect of Amendment. Except as specifically provided in this Amendment, the terms of the 2020 Interlocal Agreement continue to govern the rights and obligations of the parties and remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Interlocal Agreement, this Amendment will control.

**Section 6.** Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

\* \* \*

**IN WITNESS** whereof, the parties hereto have executed this Agreement in multiple originals, each of equal dignity, effective as of the date set forth above.

[signature pages follow]



**COUNTERPART SIGNATURE PAGE TO**  
**FIRST AMENDMENT TO**  
**INTERLOCAL AGREEMENT REGARDING WASTEWATER INTERCONNECT AND**  
**TEMPORARY WHOLESALE WASTEWATER SERVICE**

**CITY:**

**THE CITY OF MANOR, TEXAS**

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

**COUNTERPART SIGNATURE PAGE TO**  
**FIRST AMENDMENT TO**  
**INTERLOCAL AGREEMENT REGARDING WASTEWATER INTERCONNECT AND**  
**TEMPORARY WHOLESALE WASTEWATER SERVICE**

**MASTER DISTRICT:**

**WILBARGER CREEK MUNICIPAL UTILITY  
DISTRICT NO. 2**

By: \_\_\_\_\_  
James A. Baker, President  
Board of Directors



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Matthew Woodard, Director  
**DEPARTMENT:** Public Works

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on emergency replacement and restoration of the old Galvanized Storage Tanks.

### BACKGROUND/SUMMARY:

The City of Manor has three Galvanized Storage Tanks that store water from our wells and transports drinking water to the city. The first tank is our Clearwell Tank which stores water by our wells. The second tank is the Intermediate Tank, and it is in between the wells and the city. The Third tank is our Yard Tank that is in the city. All three tanks are galvanized tanks, and they typically have a life expectancy of 15 years. I was informed our tanks are around 17-19 plus years old.

The Clearwell Tank and the Intermediate Tank need an emergency replacement. They are well beyond their life expectancy, and they are in very bad condition. We have experienced 21 leaks on the Clearwell Tank and 17 on the Intermediate Tank. The Yard Tank needs maintenance and needs rehabbing. A CIM rubberized coating will extend the life of the Yard Tank approx. 5 years.

This approval will secure a time for a tank company to organize and build the tanks hopefully by the end of this year. Pittsburg Tank & Tower group could begin foundation construction for the new Clearwell Tank 4 to 6 weeks after receipt of approved foundation drawings and then 8 weeks to complete the foundation, tank erection, and field coatings. This emergency replacement and rehabbing will help ensure we have water storage from the city wells.

Staff recommends from the Pittsburg Tank & Tower Group Scope of Work Proposal:

- a) One new storage tank by the Clearwell Tank that is 35'6" x 24' (165,000 gallons) Welded Carbon Steel Storage Tank at \$283,650.00 and one new tank foundation at 66,950.00 = \$350,600.00
- b) One replacement tank for the existing Clearwell tank at \$283,650.00
- c) One new tank to replace the existing Intermediate tank 34' x 24' Welded steel tank at \$269,875.00

Staff recommends from the Pittsburg Group Maintenance Proposal:

- a) One rehabbing of the Yard tank for with the CIM rubberized coatings \$97,538.00

**LEGAL REVIEW:** No

**FISCAL IMPACT:** Yes

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Pittsburg Tank & Tower Group Scope of Work Proposal
- Pittsburg Tank & Tower Group Maintenance Proposal for three tanks
- Inspections Reports
- Images

**STAFF RECOMMENDATION:**

It is the City staff's recommendation that the City Council approve the emergency replacement and restoration of the old Galvanized Ground Storage Tanks as presented.

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

---

JUNE 29, 2023

PROPOSAL#DD23093B

## City of Manor, Texas

Attention: Matt Woodard, Director of Public Works

Reference: (1) 31' x 24' (125,000 gallon) Welded Carbon Steel Clearwell Tank  
(1) 34' x 24' (150,000 gallon) Welded Carbon Steel Intermediate Tank  
(1) 35'6" x 24' (165,000 gallon) Welded Carbon Steel Storage Tank  
Manor, Texas

This is in response to your above-referenced inquiry. We are pleased to offer the following pricing information for your consideration:

### SCOPE OF WORK

- 1.) Furnish all engineering, labor, materials, equipment, and insurance necessary to design, furnish, fabricate, deliver, erect, and paint the above referenced carbon steel storage tanks in Manor, Texas.
- 2.) The tanks will be designed in accordance with AWWA D100. We include a tank design for both tanks and a foundation design for the Clearwell tank. Our designs and drawings will be stamped by a Texas P.E. Our foundation design will be based on a geotechnical report furnished by The City of Manor.
- 3.) The tanks will be furnished with 1/4" floors, lap welded on the top side only. The shells will be 3/16" minimum full penetration butt welded construction. The roofs will be 3/16" self-supported domes lap welded on the top side only. All plate and structural steel will be A36 Carbon Steel.
- 4.) The tank interiors will be coated with (8) dry mils of Potable Water Epoxy and the exteriors will be coated with an epoxy/urethane system in accordance with AWWA D102. Our paint prices are based on priming the tanks in our shop.
- 5.) We are quoting alternate pricing to construct the tank foundation for the Clearwell Tank. Our foundation pricing is based on 4000 psf at 5' below grade and does not include any rock excavation or dewatering. A geotechnical report is to be furnished by the City of Manor.
- 6.) Our price for the Intermediate tank is based on erecting the tank on the existing foundation. We do not include any modifications or repair of the existing foundation.
- 7.) We include the following fittings and accessories:

### FITTINGS AND ACCESSORIES

- 2 – 30" shell manways
  - 24" roof manway
  - 1 – 30" roof hatch
  - 1 – atmospheric vent
- 1 – exterior ladder w/safety climb device
  - 1 – roof handrail to center vent
  - 1 – landing platform
  - 1 – overflow to grade



1 – inlet nozzle

1 – outlet nozzle  
3 – grounding lugs only  
1 – tank nameplate

**CONDITIONS/EXCEPTIONS**

- ◆ Our prices are based on open shop non-prevailing wage labor.
- ◆ We do not include any fittings, piping, or accessories unless specifically listed above.
- ◆ Our work stops at the first exterior flange.
- ◆ We do not include any tank heaters or insulation in this proposal.
- ◆ Our prices are based on the sites being accessible by tractor-trailer with no overhead or other obstructions and adequate room directly adjacent to the tank foundations for storage of materials and equipment.
- ◆ We do not include any hydrostatic testing, disinfection, or bacteriological testing in our proposal.
- ◆ We do not include any site/civil, foundations, baffles, walkways or bridges, level or temperature controls or switches, electrical mechanical, yard piping or other work except as outlined in our proposal.
- ◆ Our prices are based on standard OSHA safety requirements. We have not provided for fulltime non- productive safety, rescue team, fire watch or other dedicated personnel. Any special safety training and/or site requirements will be at an additional cost.
- ◆ Our prices are based on standards as set forth by the applicable codes. We have not included for AISC, ISO, QP or any other certifications unless otherwise stated in this proposal. We have not included for dedicated onsite QC personnel such as NACE, CWI or other.
- ◆ Our paint pricing is based on no heating, dehumidification, or containment, and all blast debris to be disposed of on site.
- ◆ We have not included any special licenses, fees, permits or bonds. **No tax included.** If any are required, the cost will be added to the quoted price.
- ◆ All pricing and schedules offered are subject to prior sale. Quotes on steel material (both carbon and stainless) and consumables are based on mill price at time of quote. Due to the volatility of the market at this time, material pricing will be revised upon placement of the steel order. Schedule and pricing are based on material availability.

**TANK PRICING**

<b>(1) 31' x 24' Welded Carbon Steel Clearwell Tank</b>	<b>\$242,660.00</b>
<b>Tank Foundation</b>	<b>\$58,450.00</b>
<b>(1) 34' x 24' Welded Carbon Steel Intermediate Tank</b>	<b>\$269,875.00</b>
<b>Tank Foundation</b>	<b>\$64,100.00</b>
<b>(1) 35'6" x 24' Welded Carbon Steel Storage Tank</b>	<b>\$283,650.00</b>
<b>Tank Foundation</b>	<b>\$66,950.00</b>

**TERMS**

25% with the order to begin engineering and secure a place in our 2023 schedule.  
35% upon ordering or allocation of major materials to lock in material pricing.  
Balance in mutually agreeable monthly progress payments

**SCHEDULE**

Shop drawings will be submitted for approval 4 weeks after receipt of an order.  
Foundation construction can begin 4-6 weeks after receipt of approved foundation drawings.  
The tank can be completed 120-150 days from receipt of a written order.

Thank you for the opportunity of offering this proposal. If you have any questions, or require any additional information please feel free to call the undersigned at 270-826-9000 ext 2603.

Respectfully submitted,  
Pittsburg Tank and Tower Co., Inc.

Dennis Davis  
Regional Sales Manager  
270-826-9000 ext. 2603  
270-860-9645 cell  
270-831-6963 direct line/fax line  
ddavis@pttg.com

cc: Rick DiZinno, Executive Vice President  
Nicci Sheridan, National Accounts Manager



1 Watertank Place  
PO Box 1849  
Henderson, KY 42419  
P: 270-826-9000  
F: 270-767-6912  
[www.pttg.com](http://www.pttg.com)

Item 18.

Tuesday, June 27, 2023

Scott Moore  
City Manager  
City of Manor  
201 E. Parsons St  
P.O.Box 387  
Manor, TX 78653  
512-595-2906  
[smoore@manortx.gov](mailto:smoore@manortx.gov)

Scott,

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has been providing tank services to our customers in over 60 countries, proudly making us a Global Company. Our wealth of experience encompasses all aspects of tank maintenance services, from paint and repair to dismantle and inspections. Our expertise expands beyond maintenance to tank design, fabrication, erection and professional engineering services for new tanks and modifications to existing tanks, including raising, lowering and moving services.

Having been ranked in the Top 600 Specialty Contractors and among the top 15 steel erectors according to Engineering News Record, it was natural to expand our offerings into the Custom Engineering and Manufacturing Industry. Our sister company, Allstate Tower Inc., manufactures structural steel components for towers and agricultural material handling, including complete turn-key systems and installation services.

At Pittsburg Tank & Tower Group, it's not only about the products we produce, but the people as well. Being a family-operated company with a commitment to the Safety and Health of our family of employees, we have worked with the Commonwealth of Kentucky's Labor Cabinet to achieve our SHARP Certification (Safety and Health Achievement Recognition Program), and we are recognized as a Drug Free Workplace in accordance with the standards set forth by the regulation; [803 KAR 25:280 Certification of Drug-Free Workplace](#).

We are proud to provide you with this proposal and look forward to working with you should you decide to accept it. To accept the proposal, simply sign and date one (1) copy and return it to our Henderson, KY office either by mail, fax or email.

Please feel free to contact us should you have any questions or concerns, or simply want to discuss the proposal further.

Respectfully,

**Pittsburg Tank & Tower Group**  
**Maintenance Division**

**Nicci Sheridan**  
**National Accounts Manager**  
270-869-9400 Ext: 4624  
270-215-5706 Fax  
[nsheridan@pttg.com](mailto:nsheridan@pttg.com)

Tuesday, June 27, 2023

TO : City of Manor  
201 E. Parsons St  
Manor, TX 78653  
EMAIL : [smoore@manortx.gov](mailto:smoore@manortx.gov)

ATTN : Scott Moore  
City Manager  
PHONE : 512-595-2906

**RE: Maintenance on three tanks located in Manor, TX 78653.**

In accordance with price, terms and conditions quoted below, we propose to furnish all labor, material, equipment and insurance necessary to complete the following: **one (1) 125,000-gallon ground storage tank (29'D x 24'H), one (1) 150,000-gallon ground storage tank (32'D x 24'H), one (1).**

#### **SCOPE OF WORK**

##### **125,000-gallon GST-Gilbert Road:**

Clean the interior seams, then as needed apply a high solids CIM 1000 Trowel grade rubberized coating to all horizontal and vertical seams below the waterline on the tank interior shell, floor and around the circumference of the shell-to-floor connection. This coating allows up to 350% elongation due to contraction and expansion caused by thermal shifts as well as filling and draining of the tank. All seams will be dry prior to application for proper adhesion. CIM is a flexible coating that also responds to potential leaks. This product is applied thicker than most coatings at up to 30 mils resulting in longer life.

**The above to be completed for the sum of.....\$68,710.00  
Sixty-Eight Thousand Seven Hundred Ten Dollars and Zero Cents.**

##### **150,000-gallon GST-Parsons Street**

Clean the interior seams, then as needed apply a high solids CIM 1000 Trowel grade rubberized coating to all horizontal and vertical seams below the waterline on the tank interior shell, floor and around the circumference of the shell-to-floor connection. This coating allows up to 350% elongation due to contraction and expansion caused by thermal shifts as well as filling and draining of the tank. All seams will be dry prior to application for proper adhesion. CIM is a flexible coating that also responds to potential leaks. This product is applied thicker than most coatings at up to 30 mils resulting in longer life.

**The above to be completed for the sum of.....\$74,095.00  
Seventy-Four Thousand Ninety-Five Dollars and Zero Cents.**

##### **200,000-gallon GST-Yard Tank-FM 973**

Clean the interior seams, then as needed apply a high solids CIM 1000 Trowel grade rubberized coating to all horizontal and vertical seams below the waterline on the tank interior shell, floor and around the circumference of the shell-to-floor connection. This coating allows up to 350% elongation due to contraction and expansion caused by thermal shifts as well as filling and draining of the tank. All seams will be dry prior to application for proper adhesion. CIM is a flexible coating that also responds to potential leaks. This product is applied thicker than most coatings at up to 30 mils resulting in longer life.

**The above to be completed for the sum of.....\$97,538.00  
Ninety-Seven Thousand Five Hundred Thirty-Eight Dollars and Zero Cents.**

**Depending on the number of items accepted, prices may vary. Please refer to applicable codes.**

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved  
New and Used Tanks



1 Watertank Place  
PO Box 1849  
Henderson, KY 42419  
P: 270-826-9000  
F: 270-767-6912  
[www.pttg.com](http://www.pttg.com)

Item 18.

Tuesday, June 27, 2023

- Warning: Do not attach any additional loading to your tank/tower unless structural integrity is known to be sufficient. For analysis call PTTM.
- Our welders are certified in accordance with ASME section IX code.
- In the event the tank must be drained, it should be drained by the owner, prior to our arrival (refer to Item #2 on our Terms & Conditions page).
- Debris generated from repairs and/or painting will be placed in containers provided by the owner and to be disposed of by the owner.
- This schedule is subject to availability of materials and petroleum consumables.





1 Watertank Place, PO Box 1849, Henderson, KY 42419  
P: 270-826-9000 F: 270-767-6912 [www.pttg.com](http://www.pttg.com)

Tuesday, June 27, 2023

**Terms & Conditions**

- 1) Prior to start of work, Owner will be furnished a certificate of insurance covering Workman’s Compensation, Occupational Disease, Employer’s Liability, and General Liability.
- 2) If tank is to be drained prior to our arrival, it shall be drained by owner. if it becomes necessary to drain the tank while on site, it must be drained by the Owner/Customer.
- 3) If needed a pressure release valve will be furnished during the cleaning and painting operation. Owner required to notify PTTM prior to mobilization if required.
- 4) In the event interior and/or exterior complete tank repainting is not included in this scope of work, all new tank appurtenances furnished and installed by PTTM as part of this scope of work shall be field primed and finish coated to match existing coating system(s), unless specifically excluded from our scope of work. Color to match as close as possible.
- 5) No paint shall be applied during wet, damp, or inclement weather.
- 6) All paint will be delivered to the job site in original containers with contents identified by the manufacturer.
- 7) If necessary, customer will be required to clear/move vehicles and equipment a safe distance from the job site to prevent damage and place physical barricades around the perimeter to restrict access.
- 8) Work to be performed using our standard wage scale with Open Shop personnel, by mechanics skilled in their trade.
- 9) All workmanship is guaranteed for twelve (12) months after completion.
- 10) Owner is to provide dumpster(s) for trash, paint consumables, blast media, and all other waste produced during course of job, including disposal of said waste.
- 11) Handling, removal, and/or disposal of hazardous or contaminated material (e.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site are not included in the submitted quotation for work. Unless specifically included in our scope of work.
- 12) This quote does not provide for the shrouding or containment of blast media and paint.
- 13) Owner understands and agrees any Federal, State, and Municipal taxes imposed on Contractor with respect to the outlined work are additional expenses not included in the contract and further assumes the obligation of paying said additional costs incurred by Contractor. PTTM does not include costs for any permits, local licenses, fees, etc. in this proposal.
- 14) OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law.
- 15) In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky.
- 16) OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

**TERMS**

50% with Order; Balance upon Completion OR Mutually Agreed Payment Terms  
**\*MasterCard, Visa and American Express are accepted, with prior authorization\***  
**Payments made by credit card will be subject to a processing fee of 3%.**  
**Interest will be applied to payments not received in accordance to payment terms.**

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal. OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

**ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS**

Accepted : \_\_\_\_\_, 2023

Company : City of Manor

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

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

Respectfully Submitted by:

**Pittsburg Tank & Tower Group  
Maintenance Division**

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

Jordan Pyles, Executive Director of Sales

[jpyles@pttg.com](mailto:jpyles@pttg.com)

270-869-9400 Ext: 4601

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved  
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# WATER TANK INSPECTION REPORT

## CITY OF MANOR, TEXAS

03/07/2023



<b>TANK NAME:</b>	Clarifier	<b>Location:</b>	Gilbert Road
<b>CAPACITY:</b>	125,000 Gallons	<b>STYLE:</b>	Ground Storage Tank
<b>CONSTRUCTION STYLE:</b>	Bolted	<b>CONSTRUCTION DATE:</b>	8/2006
<b>BUILDER:</b>	Superior	<b>HEIGHT/DIMENSION:</b>	24' HWL



COATINGS



SAFETY



SANITARY



STRUCTURAL



SECURITY

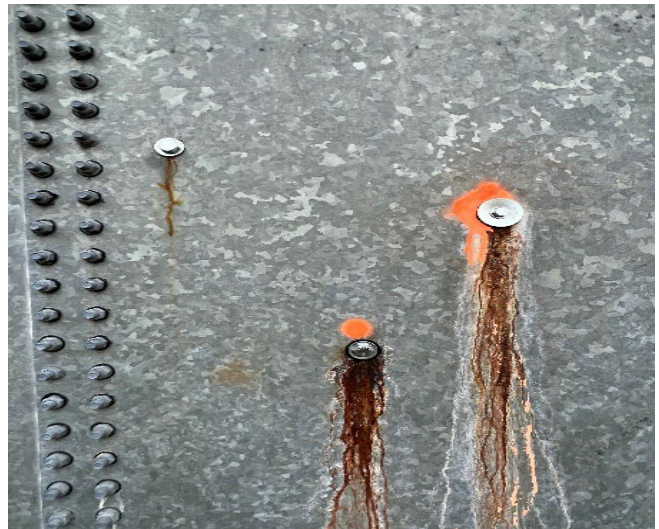


# EXTERIOR COATING



**Exterior Coating**

Poor Condition with pitting galvanized plates. Leak repair was performed.



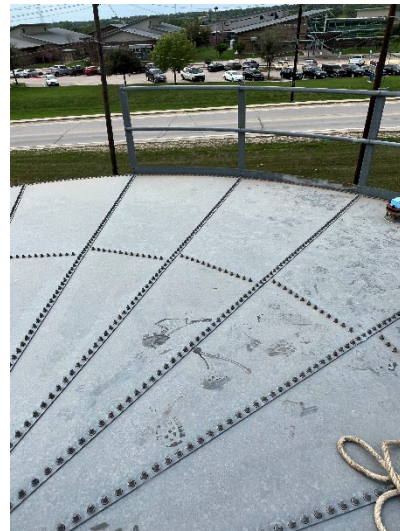
**Exterior Coating**

Sidewall tank failure. 3 leak repairs made in this one plate.



**Exterior Coating**

Roof top is in fair condition.



**Exterior Coating**

Galvanized plates in photo are showing wear.

# INTERIOR CONDITIONS



**Interior Coating**

Interior galvanized steel panels are exhibiting both general and localized corrosion and steel loss. Panels are in poor condition.



**Interior Coating**

Poor condition.



**Interior Coating**

Poor condition.



**Interior Coating**

Poor condition.



## SAFETY CONDITIONS



**Safety Climb**

Ladder cage is in place.



**Tank Access**

Tank access is proper size and configuration.

## SANITARY CONDITIONS



**Vent Screen**

Vent and screen are in place. Vent is non-compliant style.



**Overflow**

Overflow is in good condition and routed to ground level.  
Flapper is in place.



## STRUCTURAL CONDITIONS



**Foundations**

Foundation and grout are in fair condition.



**Tank Structure**

Tower structure is in good condition.

## SECURITY CONDITIONS



**Hatch**

Roof man way is in good condition and secured.



**Tower Access**

Tower access was secure upon arrival and secure upon completion.

## SUMMARY

---

**Exterior:**

Galvanized: Fair condition with areas of staining and leak repairs. Current leak somewhere in floor.

**Interior Wet Area:**

Galvanized: Poor condition with heavy staining, scattered failures, and pitting. Repairs required soon.

**Safety:**

All safety items are in compliance with current standards.

**Sanitary:**

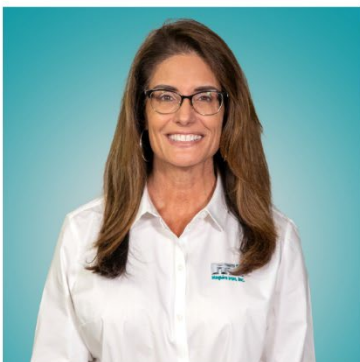
All sanitation items are in compliance with current standards.

**Structural:**

Tank and tower appear structurally sound.

**Security:**

Tank was secure upon arrival and departure.



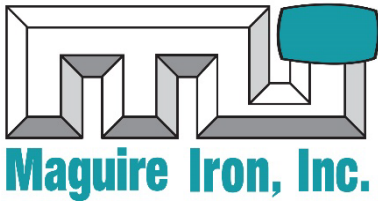
## ROXANA BAGWELL

### WATER TOWER EXPERT

c: (737) 990-7656

w: (605) 334-9749

bagwellr@maguireiron.com



# WATER TANK INSPECTION REPORT

## CITY OF MANOR, TEXAS

03/10/2023



<b>TANK NAME:</b>	Yard GST	<b>Location:</b>	Manor, TX
<b>CAPACITY:</b>	150,000 Gallons	<b>STYLE:</b>	Ground Storage Tank
<b>CONSTRUCTION STYLE:</b>	Bolted	<b>CONSTRUCTION DATE:</b>	Unknown
<b>BUILDER:</b>	Unknown	<b>HEIGHT/DIMENSION:</b>	32' HWL



COATINGS



SAFETY



SANITARY



STRUCTURAL



SECURITY



## EXTERIOR COATING



**Exterior Coating**

Good condition. Normal wear.



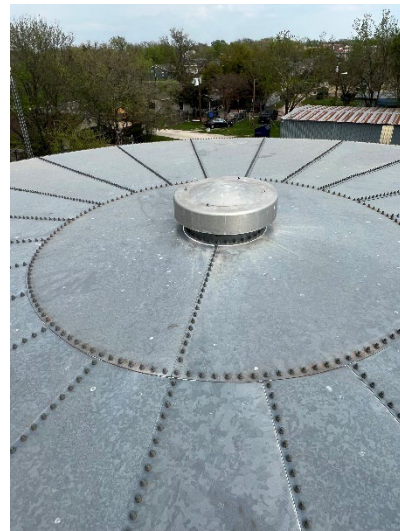
**Exterior Coating**

Good condition. Small exterior rust pit noted by ladder cage.



**Exterior Coating**

Good condition. Staining at ring wall line.



**Exterior Coating**

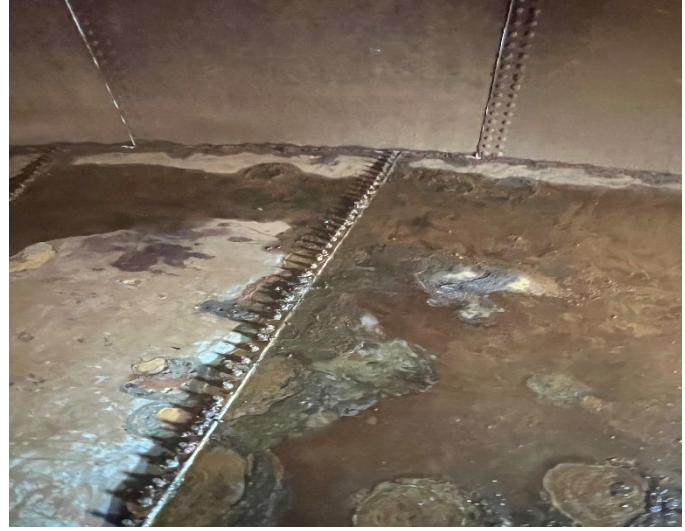
Roof plates look good.

# INTERIOR CONDITIONS



**Interior**

Fair condition with heavy staining after sediment was removed.



**Interior**

Sidewalls are heavily stained. Floor degradation and pitting noted.



**Interior**

Fair condition with heavy staining.



**Interior**

Roof beams are in good condition.

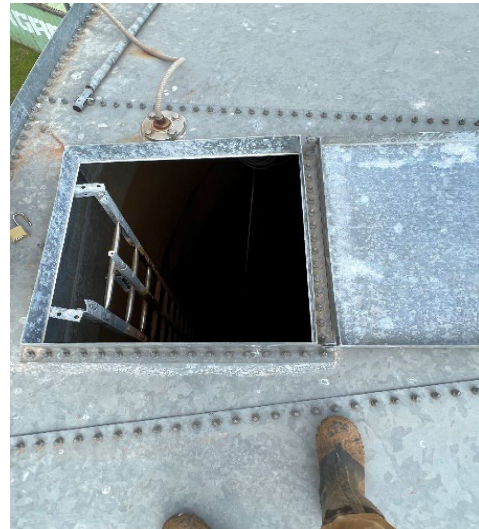


## SAFETY CONDITIONS



**Safety Climb**

No safety cable climb. Ladder cage is in place.



**Tank Access**

Tank access is proper size and configuration.

## SANITARY CONDITIONS



**Vent Screen**

Vent and screen are in place and look good.



**Overflow**

Overflow is in good condition and routed to ground level.  
Flapper is in place.



## STRUCTURAL CONDITIONS



**Foundations**

Foundation and grout are in good condition. Keep vegetation and landscape water away from ring wall.



**Tank Sediment**

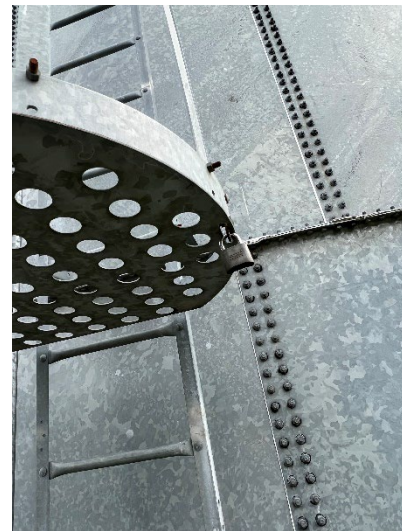
Tank sediment was removed during the service.

## SECURITY CONDITIONS



**Hatch**

Roof man way is in good condition and secured.



**Tower Access**

Tower access was secure upon arrival and secure upon completion.

## SUMMARY

### Exterior:

Good condition with a few previous leak stains on exterior.

### Interior Wet Area:

Fair condition with heavy staining. Sediment removed today.

Chlorine, the base for many commonly used bleaches, is also very **corrosive** to galvanized steel. This means galvanized steel should not be used in chlorine water; however, hot-dip galvanized structural steel has performed acceptably when used indoors above chlorine pools.

[galvanizeit.org/knowledgebase/article/corrosive-chemicals-and-galvanizing](https://galvanizeit.org/knowledgebase/article/corrosive-chemicals-and-galvanizing)

**Corrosive Chemicals and Galvanizing | American Galvanizers ...**

### Safety:

All safety items are in compliance with current standards.

### Sanitary:

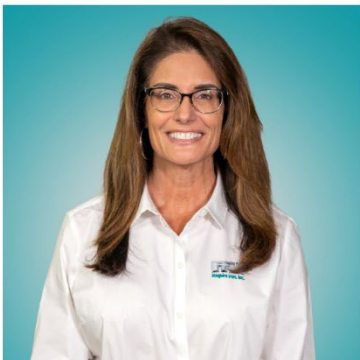
All sanitation items are in compliance with current standards.

### Structural:

Tank appears structurally sound. Keep vegetation and landscape water away from tank foundation.

### Security:

Tank was secure upon arrival and departure.



**ROXANA BAGWELL**

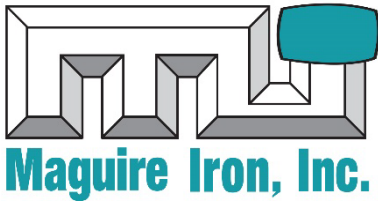
**WATER TOWER EXPERT**

c: (737) 990-7656

w: (605) 334-9749

bagwellr@maguireiron.com





# WATER TANK INSPECTION REPORT

## CITY OF MANOR, TEXAS

03/10/2023



<b>TANK NAME:</b>	Intermediate GST	<b>Location:</b>	Parsons St, Manor
<b>CAPACITY:</b>	150,000 Gallons	<b>STYLE:</b>	Ground Storage Tank
<b>CONSTRUCTION STYLE:</b>	Bolted	<b>CONSTRUCTION DATE:</b>	Unknown
<b>BUILDER:</b>	Unknown	<b>HEIGHT/DIMENSION:</b>	24' HWL



## EXTERIOR COATING



**Exterior Coating**

Rust pitting noted on exterior plates.



**Exterior Coating**

Fair condition with areas of exterior leak runs.



**Exterior Coating**

Fair condition with areas of exterior protruding rust pits.



**Exterior Coating**

Roof shows normal wear. Bolt tracks are in good condition on the exterior.



## INTERIOR CONDITIONS



**Interior**

Floor bolt tracks are degrading. Condition of floor plates are extremely poor.



**Interior**

Heavy rust nodules on the majority of the sidewall bolt tracks.



**Interior**

Walls are heavily stained along with rust nodules present. Tank floor was covered with sediment.



**Interior**

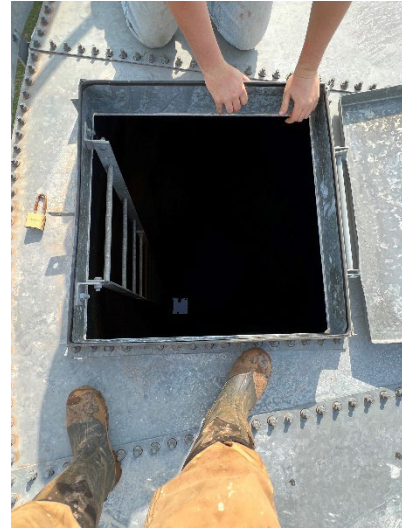
After tank washout the floor is in poor condition. The integrity of the floor plates and bolt tracks are questionable.

## SAFETY CONDITIONS



**Safety Climb**

Ladder cage is in place. No cable climb.



**Tank Access**

Tank access is proper size and configuration.

## SANITARY CONDITIONS



**Vent Screen**

Non-compliant vent and screen are in place.



**Overflow**

Overflow is in good condition and routed to ground level.  
Flapper is in place.



## STRUCTURAL CONDITIONS



**Foundations**

Foundation and grout are in good condition, clear of vegetation.



**Tank Structure**

Tank foundation appears to be in good condition.

## SECURITY CONDITIONS



**Hatch**

Roof man way is in good condition and secured.



**Tank Access**

Tank access was secure upon arrival and secure upon completion.

## SUMMARY

### Exterior:

Galvanized: Fair condition with areas of previous leak runs and exterior pitting.

### Interior Wet Area:

Chlorine, the base for many commonly used bleaches, is also very **corrosive** to galvanized steel. This means galvanized steel should not be used in chlorine water; however, hot-dip galvanized structural steel has performed acceptably when used indoors above chlorine pools.

[galvanizeit.org/knowledgebase/article/corrosive-chemicals-and-galvanizing](https://galvanizeit.org/knowledgebase/article/corrosive-chemicals-and-galvanizing)

### Corrosive Chemicals and Galvanizing | American Galvanizers ...

Galvanized: Poor condition with heavy staining, scattered failures, and pitting. The integrity of the bolt tracks and floor plates are questionable.

### Safety:

All safety items are in compliance with current standards.

### Sanitary:

Vent is non-compliant TCEQ style.

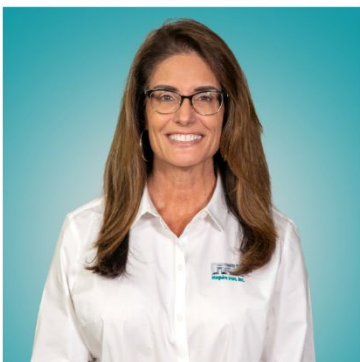
### Structural:

Tank appears structurally sound.

### Security:

Tank was secure upon arrival and departure.

**Recommendation:** Budget for a new welded steel tank.



## ROXANA BAGWELL

### WATER TOWER EXPERT

c: (737) 990-7656

w: (605) 334-9749

bagwellr@maguireiron.com













































**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** July 5, 2023  
**PREPARED BY:** Tracey Vasquez, Director  
**DEPARTMENT:** Human Resources

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible adoption of a Resolution to adopt a uniform compensation system for all City of Manor employees; repealing conflicting policies; providing a savings clause.

**BACKGROUND/SUMMARY:**

The Compensation System is designed to provide transparency and uniformity in the compensation structure of the City. Studies have shown that competitive and transparent compensation practices attract a higher quality workforce and increase employee retention. The attached Compensation System is designed to make it the policy of the City to administer uniform employee compensation with salaries and benefits based on external competitiveness and internal equity while staying within the financial limits established. The System provides for all aspects of compensation including titles, salary schedules, adjustments, promotions, compression, demotions, transfers, pay grade evaluations, and market analysis.

**LEGAL REVIEW:** Yes, Audrey Guthrie  
**FISCAL IMPACT:** Yes, FY 2023-2024  
**PRESENTATION:**  
**ATTACHMENTS:**

- Resolution No. 2023-29
- Compensation Council Policy

**STAFF RECOMMENDATION:**

It is the City staff's recommendation that the City Council approve Resolution No. 2023-29 adopting a uniform compensation system for all City of Manor employees; repealing conflicting policies; providing a savings clause.

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

**RESOLUTION NO. 2023-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS ADOPTING A UNIFORM COMPENSATION SYSTEM FOR ALL CITY OF MANOR EMPLOYEES; REPEALING CONFLICTING POLICIES; PROVIDING A SAVINGS CLAUSE.**

**WHEREAS**, The City of Manor employs an increasingly large and diverse workforce to provide services to the public and meet the needs of a rapidly expanding city;

**WHEREAS**, the City Council for the City of Manor desires to attract and maintain qualified and reliable employees;

**WHEREAS**, competitive and transparent compensation practices help attract high-quality prospective employees and reduces workforce reduction;

**WHEREAS**, the City Council desires to adopt a uniform employee compensation system to ensure equal treatment and opportunities to all employees.

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

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

**Section 2. Adoption.** The City does hereby adopt the Compensation System and Salary Schedule attached hereto as Exhibit A.

**Section 3. Repealing of conflicting policies.** Any policies of the City of Manor in conflict with the attached and adopted Compensation Study and Salary Schedule are hereby repealed.

**Section 4. Savings Clause.** The City Council of the City of Manor, Texas, hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work, or portion of the attached and adopted Exhibit A is declared invalid, or unconstitutional by a court of competent jurisdiction, that, in such event that it would have passed and adopted any and all remaining portions of Exhibit A without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of Exhibit A dependent upon the validity of any portion thereof, and that said remaining portions shall continue in full force and effect.

*<Signatures on Next Page>*



**PASSED AND APPROVED** on the 5<sup>th</sup> day of July 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Christopher Harvey  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia Almaraz  
City Secretary

**EXHIBIT A**  
**Compensation Policy**



## COMPENSATION SYSTEM

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### Compensation System

It is the Policy of the City to administer a uniform employee Compensation System. The salary and benefits provided by the City to its employees are for the purpose of obtaining and retaining competent individuals to perform services which the City is either required to or discretionarily provides to its residents. The City will provide salaries and benefits based on external competitiveness and internal equity and within the financial limits established.

a. Position Placement on the Salary Schedule

All positions within the City Salary Schedule shall be placed on the Salary Schedule based as identified by a third-party consultant using the external market rate of similar positions, point factoring, compression between positions, and based upon internal equity.

b. Position Titles

All positions within the City Salary Schedule are assigned an official title. All position requests are expected to conform to the identified titles. New or modified titles shall be approved only by the Human Resources Director and reflected on the Salary Schedule.

All employees are to utilize the official assigned title when representing the City as an employee performing their duties. This reduces the potential for misrepresentation of authority and potential liability.

c. Salary Administration

1. New Hires for All Pay Grades

Placement of new hires with the minimum skills and qualifications will normally be hired at the Minimum Rate. A new hire may be hired up to Step 4 subject to the approval of the Human Resources Director, under the following conditions:

- a). The new hire has a level of experience or skill set immediately usable upon hire.
- b). The market conditions demand a higher starting wage.

It is discouraged to start a new hire at the Market Rate, and considerations of other current employees within the salary range and classification must be considered before approval at the Market Rate occurs.

A new hire should not be brought in above the Market Rate unless there are extenuating circumstances. Any new hire requested to be brought in above the Market Rate will require the approval of the Human Resources Director and City Manager.

2. Salary Schedule Adjustments

Salary Schedule Adjustments shall be applied to the Salary Schedule upon approval of the City Council. Schedule Adjustments shall generally be considered on an annual basis. The Schedule will be adjusted based on consideration of (a) Consumer Price Index; and (b) Social security COLA; (c) Inflation; (d) City's ability to pay. Any recommended Schedule Adjustments shall be recommended by the City Manager for final approval by resolution to the City Council.

3. Annual Adjustments

The Compensation System is designed to link employee work performance to the strategic plan and mission of the City and their respective departments, as well as motivate employees to develop and contribute to the maximum of their ability by compensating those employees based on job performance.

Employees shall receive an annual increase, with acceptable performance, on the first full payroll in October of the fiscal year, up to the Maximum Rate, unless the employee is on a Performance Improvement Plan. The maximum annual increase amount allowed each year with adequate performance will be determined by the City Manager, based upon the City's ability to pay.

4. Director and Senior Level Pay Grades

All director, senior and secondary positions within the City Salary Schedule are considered executive levels which will require special consideration of educational degrees along with extended knowledge and experience. All executive level job descriptions will include the verbiage to ensure that qualifications are being met as required by Council.

Council shall allow a current executive level employee to maintain their position without a degree at market rate only. Council may require a minimal degree to be obtained in a reasonable amount of time, along with the appropriate certifications for that specific department.



5. Market Adjustment

When it is determined by the Human Resources Director that a Classification is placed on the appropriate Pay Grade, but insufficiently compensated based on such factors as external comparable, the Human Resources Director and City Manager may authorize a Market Adjustment within the Pay Grade for that Classification.

d. Promotions

A promotion is the movement of an employee from a position in one Pay Grade to a different position in a higher Pay Grade.

The effective date for pay increases because of a promotion shall be the first date of work in the new position.

A promoted employee may be placed within the new Pay Grade at the rate of pay that provides up to a 3% increase, or the Minimum Rate, whichever is greater. The Human Resources Director may authorize an amount of up to a 10% increase if necessary for compression purposes. However, consideration of other current employees within the Salary Range and Classification must also be considered to avoid In-Range compression.

When promoted, an employee should not be brought in above the Market Rate unless there are extenuating circumstances. Any promotions requested to be brought in above the Market Rate will require the approval of the Human Resources Director and City Manager.

e. Compression

There may be occasions when either a new hire or promoted employee may make less than a subordinate employee or employees with greater tenure within the City. The Salary Schedule is designed so there is some overlap in pay. In this circumstance, an adjustment of pay may be considered by the Human Resources Director if the adjustment does not take a new hire/promotion above the established Market Rate. There will be situations in which a new hire or promoted employee will earn less than others. However, through merit and time, the situation will rectify itself.

The effective date of any adjustment of pay authorized due to compression shall be prospective only.

f. Demotion

Demotion is the movement of an employee from one Pay Grade to a lower Pay Grade resulting from a disciplinary measure, as a request for voluntary demotion, or in response to position/department changes.

Salary Schedule placement for demotions shall be as follows:

1. For demotions that occur because of position changes, position consolidations, or an administrative reason (not based on the performance of the employee), the salary shall be “red circled” and frozen at that level until the Salary Range of the new Pay Grade catches up to the employee’s salary.
2. For demotions that occur because the employee voluntarily applied for and accepted a position in a lower Pay Grade, the salary will be reduced within the new Salary Range to the current placement (For example, a Pay Grade 55, moving to a Pay Grade 45) will be placed at the rate closest to their current rate in new Salary Range.
3. For demotions that is a result of the employee’s performance or discipline, the employee’s salary is decreased to within the Salary Range of the new Pay Grade, as determined by the Human Resources Director.

g. Transfer

A transfer is the movement of an employee from one position to another in the same Pay Grade. Whenever an employee transfers to another position, there shall be no salary adjustment.

h. Pay Grade Adjustment

Pay Grade Adjustment is movement of an employee from one Pay Grade to another Pay Grade outside the promotional process. Pay Grade Adjustments can occur in two (2) ways:

1. An employee meets additional education, certification, and/or experience required for a higher level of their current position as outlined in department policy.

Employees who qualify for a higher Pay Grade in this manner shall be placed on the higher Pay Grade at their current salary, provided they have been placed at the Minimum Rate of the new Pay Grade.

The effective date shall be first day of the new pay period following written approval of a higher Pay Grade.

2. A position’s Pay Grade is evaluated by a third-party consultant. A Pay Grade Evaluation may occur for two (2) reasons:
  - a). Human Resources Initiation for a Pay Grade Evaluation

The Human Resources Director may determine a position needs to be evaluated because of City initiated position and/or program changes, organizational structure changes, recurring minimal modification to a

position that over time may result in substantive change in a position, or recruitment/retention challenges. The Human Resources Director shall be responsible for the coordination of the Pay Grade Evaluation with the Consultant.

The effective date of a Pay Grade change due to a human resources initiation will be determined based on the following:

- i. If the change in position is current, the effective date shall be the first day of the next pay period following the written determination by the Consultant and shall be prospective only.
- ii. If the change in position is at a future date, the effective date shall be determined by the Human Resources Director and Department Head for a prospective date.

The Pay Grade determination of the third-party consultant is final.

b). Department Director Request for a Pay Grade Evaluation

A Department Director may request a Pay Grade evaluation for any position in their Department, via procedures identified by the Human Resources Director. The request must be in writing, including job duty changes or other circumstances that have precipitated the evaluation, and the old job description along with either a new job description or a document that illustrates the changes. The Human Resources Director will meet with the parties and discuss the changes. The Human Resources Director shall be responsible for the coordination of the Pay Grade Evaluation with the Consultant.

The effective date of a Pay Grade change due to a Department Director request will be determined based on the following:

- i. If the change in position is current, the effective date shall be the first day of the next pay period following the written determination by the Consultant and shall be prospective only.
- ii. If the change in position is at a future date, the effective date shall be determined by the Human Resources Director and Department Head for a prospective date.

The Pay Grade determination of the third-party consultant is final.

d). Market Analysis

The City will evaluate each position against market conditions and internal comparable data at least once every three (3) to five (5) years.

The Human Resources Director shall be responsible for the coordination of the Market Analysis with the Consultant.

All Pay Grade changes resulting from market analysis shall be made effective on the first full payroll of the following fiscal year.

The Pay Grade determination of the third-party consultant is final.

e). Salary Placement

If, after a Pay Grade Evaluation, it is determined the employee's current salary is below the Minimum Rate of the new Pay Grade, the employee shall be placed at the Minimum Rate of the new Pay Grade. If the employee's current salary is within the new Salary Range, there will be no additional compensation to the current salary.

If, after a Pay Grade Evaluation, it is determined the employee's current salary exceeds the Maximum Rate of the new Pay Grade, the employee's salary shall be "red circled" and frozen at that level until the Salary Range of the new Pay Grade catches up to the employee's salary.