



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, January 03, 2024 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.*

**PUBLIC HEARINGS**

- 1. Conduct a public hearing on annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

*Submitted by: Scott Dunlop, Development Services Director*

**CONSENT AGENDA**

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

- 2. Consideration, discussion, and possible action to approve the City Council Minutes.**  
*Submitted by: Lluvia T. Almaraz, City Secretary*

- **December 6, 2023, City Council Regular Meeting;**
- **December 18, 2023, City Council Called Special Session; and**
- **December 20, 2023, City Council Regular Meeting**

## **REGULAR AGENDA**

- 3. First Reading: Consideration, discussion, and possible action on an ordinance annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 4. Consideration, discussion, and possible action to a Construction Contract for the One-Time Capital Metro BCT Funded Paving Improvements Project.**  
*Submitted by: Pauline Gray, P.E., City Engineer*
- 5. Consideration, discussion, and possible action on authorizing a resolution of support to the Central Texas Regional Mobility Authority for U.S. 290 Highway Corridor Improvements.**  
*Submitted by: Scott Moore, City Manager*
- 6. Consideration, discussion, and possible action on the confirmation, ratification and approval of a letter agreement with Greenview Development 973, LP for the conveyance of a Waterline and Temporary Construction Easement and acceptance of the Easements; authorizing the City Manager to take all actions necessary to accept conveyance of the Easements.**  
*Submitted by: Scott Moore, City Manager*

## **EXECUTIVE SESSION**

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

- *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; and*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel on a disannexation petition for 12906 Johnson Road*

## **OPEN SESSION**

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

## **ADJOURNMENT**

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

#### **CONFLICT OF INTEREST**

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

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

#### **POSTING CERTIFICATION**

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, December 29, 2023, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

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

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 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:** January 3, 2024  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

### BACKGROUND/SUMMARY:

This is a voluntary annexation request being made by the property owner. The resolution accepting the annexation petition was approved by the City Council at the December 6, 2023 meeting. The request to annex this approximately 1-acre tract came out of the 380 Incentive Agreement and Development Agreement for the Manor Commons Phase 3 project. The majority of the 33-acre tract is already within the city limits, but this 1-acre tract remained outside, and for contiguity purposes, it was requested to be annexed in the agreement, and as such, the property owner filed to have the tract annexed. The existing fireworks stand on the property is permitted to remain until December 31, 2024, by the Development Agreement.

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

- Ordinance
- Petition
- Property Description

### STAFF RECOMMENDATION:

The city staff recommends that the City Council conduct a public hearing on annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 0.98 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, TEXAS INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

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

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

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

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

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

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

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

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

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

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

Being 4.004 acres of land, more or less, said tract being all of Lots 1 and 2, Block 3, Manor Commercial Park, a subdivision of record in Volume 87, Page 167-B of the Official Public Records of Travis County, Texas; said 4.004 acre tract being more particularly described in Exhibit “A.”

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

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

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

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

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

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

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

**PASSED AND APPROVED FIRST READING** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**ORDINANCE NO. \_\_\_\_\_**

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**Exhibit “A”**  
**Subject Property Description**  
**+/- 0.98 Acres**

**HOLT CARSON, INCORPORATED**

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

Texas Licensed Surveying Firm Registration No. 10050700

e-mail: [survey@hciaustin.com](mailto:survey@hciaustin.com)October 28, 2023

**FIELD NOTE DESCRIPTION OF 0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMAN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**BEGINNING FOR REFERENCE** at a ½" iron rod found in the Southeast right-of-way line of F.M. Highway 973 at the West or Southwest corner of that certain (27.4 acre) tract of land as conveyed to Ozzie Monroe, et ux by Warranty Deed recorded in Volume 5278, Page 1904 of the Official Public Records of Travis County, Texas, same being an angle corner of that certain (31.889 acre) tract of land, identified 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, from which a ½" iron rod found at the South or Southeast corner of said (27.4 acre) Monroe tract, same being an angle corner of said (31.889 acre) Timmermann "Tract Five" bears, S 62 deg. 03'39" E 636.26 ft.;

**THENCE** with the Southeast right-of-way line of F.M. Highway 973 and with the Northwest line of said (31.889 acre) Timmermann "Tract Five" S 27 deg. 44'25" W 645.16 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at an angle corner of said (31.889 acre) Timmermann "Tract Five", same being the Northwest corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by Quitclaim Deed Recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas and being the Northwest corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** leaving the Southeast right-of-way line of F.M. Highway 973 with the common lines of said (31.889 acre) Timmermann "Tract Five" and said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **S 62 deg. 16'52" E 72.63 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set for the Northeast corner of said (0.98 acre) Timmermann tract, same being the Northeast corner of the herein described tract;

**0.98 Acre****End of Page 1 of 2**

0.98 Acre  
Page 2 of 2

- 2.) S 12 deg. 04'31"W 347.04 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set in the North right-of-way line of U.S. Highway 290 at the Southwest corner of said (31.889 acre) Timmermann "Tract Five", same being the Southeast corner of said (0.98 acre) Timmermann tract and being the Southeast corner 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 (0.98 acre) Timmermann tract, S 87 deg. 12'05" W 101.08 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at the intersection of the North right-of-way line of U.S. Highway 290 and the Southeast right-of-way line of F.M. Highway 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract, from which a ½" iron rod found at the intersection of the North right-of-way line of U.S. Highway 290 and the Northwest right-of-way line of F.M. Highway 973 bears, S 87 deg. 12'05"W 442.22 ft. (direct tie) ;

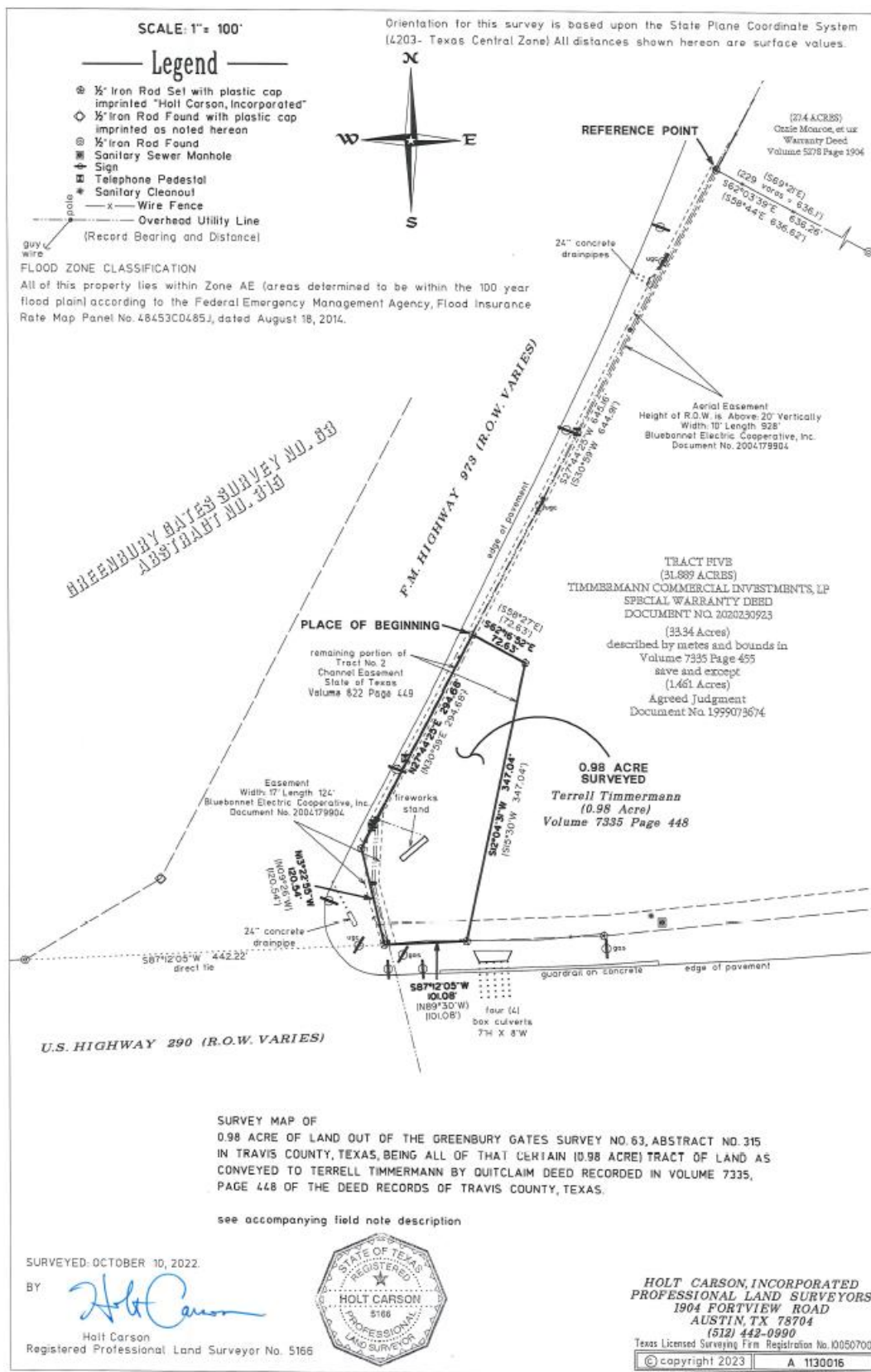
**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the Southeast right-of-way line of F.M. Highway 973 and with the Southwest and Northwest lines of said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) N 13 deg. 22'55" W 120.54 ft. to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Incorporated";  
2.) N 27 deg. 44'25" E 294.68 ft. to the **PLACE OF BEGINNING** and containing **0.98 acre** of land.

SURVEYED: October 10, 2022

Holt Carson  
Registered Professional Land Surveyor No. 5166  
Reference Map: A 1130016







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

## ANNEXATION PETITION

STATE OF TEXAS                   §  
   §  
 COUNTY OF TRAVIS           §

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

**WHEREAS**, the undersigned is the owner of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "Subject Property");

**WHEREAS**, the undersigned has sought the voluntary annexation of the Subject Property by the City of Manor, Texas (hereinafter sometimes referred to as "City"), to obtain the benefits of City services to the Subject Property by the City;

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

**WHEREAS**, the City, pursuant to §43.021, *Tex. Loc. Gov't. Code* and the voluntary request of the property owner, is authorized to annex the Subject Property; and

**WHEREAS**, the undersigned agrees and consents to the voluntary annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

**SECTION ONE:** Requests the City Council of the City to commence voluntary annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, of all portions of the Subject Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land, located in Travis County, Texas, being .98 acres, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION TWO:** Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed Into the City of Manor (the "Services Agreement").

**SECTION THREE:** Acknowledges and represents having received, read and understood the attached "draft" Services Agreement, attached hereto as Exhibit "B," (proposed to be applicable to and adopted for the subject property) and that such "draft" Services Agreement is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the voluntary annexation and preparation of a final Services Agreement and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledges that the undersigned understands and agrees that all city services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Services Agreement.

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

**Petitioner: Geraldine Timmermann, an individual residing in Texas**

By: Barth Timmermann, Acting under Power of Attorney

Name Barth Timmermann

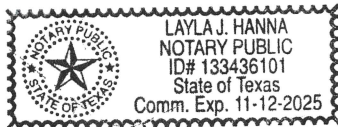
Title: Power of Attorney

STATE OF TEXAS §  
COUNTY OF Travis §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this 20th day of September, 2023 personally appeared Barth Timmermann, acting under Power of Attorney for Geraldine Timmermann, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 20th day of September, 2023

(SEAL)



[Signature]  
Notary Public-State of Texas

**FILED**, this 28th day of September, 2023, with the City Secretary of the City of Manor, Travis County, Texas.

Attest:

[Signature]  
Lluvia T. Almaraz, TRMC  
City Secretary



# EXHIBIT "A" TO ANNEXATION PETITION PROPERTY DESCRIPTION

QUITCLAIM DEED

**NAR-9-81B 939 • 9.00**

900  
2-52-2573

THE STATE or TEXAS 1

1 KNOW ALL MEN BY THESE PRESENTS :

COUNTY or TRAVIS 1

That I, Jessie Lee Bell Fowler, a widow, of Bastrop County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by Terrell Timerman, of Travis County, Texas, receipt of which is hereby acknowledged, have QUITCLAIMED, and by these presents do QUITCLAIM unto Terrell Timerman ail of my right, title and interest in and to the following described real property situated in Travis County, Texas, to-wit:

0.98 of an acre of land out of and a part of the Greenbury Gates Survey No. 63, situated in Travis County, Texas, being more particularly described by metes and bounds in field note description attached hereto marked Exhibit 'A' and incorporated herein for all pertinent purposes.

TO HAVE AND TO HOLD all of my said right, title and interest in and to the above described property and premises unto the said Terrell Timerman, his heirs and assigns forever, so that neither I nor my heirs, legal representatives or assigns shall at any time hereafter have, claim or any right or title to the aforesaid property, premises or appurtenances, or any part thereof.

EXECUTED this the 6th day of March, 1981.

Jessie Lee Bell Fowler  
Jessie Lee Bell Fowler

7005.1.

Travis County, Tex  
15

**DEED RECORDS**

THE STATE or TEXAS 1

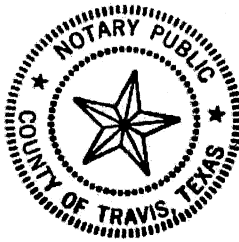
COUNTY OF TRAVIS 1

2-52-2574

BEFORE ME, the undersigned Authority, on this day personally appeared  
 Jessie Lee Bell Fowler, known to me to be the person whose name is subscribed  
 to the foregoing instrument, and acknowledged to me that she executed the same  
 for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND

AND SEAL OF



Notary \_\_\_\_\_  
 this \_\_\_\_\_  
 of March, 1981.

n an or T v

County,  
TexasOFFICE on  
the 6th day

ELIZABETH A. BYRNE, Notary Public in Travis County, Texas  
 My Commission Expires November 14, 1981

NOTARY SO'

73351.

TUE RIPPY SVRVF.VINGCOMP  
 r.o. DOX11111

CLINTON'S RIPPY  
CLINTON L. RIPPY  
REGISTERED PUBLIC ACCOUNTANT

N. TAAH TAYO!  
AUÄTN. 020-0113

December 23, 1980

Field Notes describing a tract of land containing 0.98 of an acre out of and a part of the Greenbury Gates Survey No. 63, situated in Travis County, Texas, said 0.93 acre tract being more particularly described as being a portion of that certain tract of land conveyed to Cecile Hague by deed of record in Volume 560 Page 7 of the Travis County, Texas Deed Records, said 0.98 acre tract being further described as? being a portion of that certain channel easement described as tract No. 2 in an easement from Cecile W. Hague to the State Of Texas, dated July 27, 1939, and found of record in Volume

622, Page 449 of the Travis County, Texas Deed Records, said 0.98 acre tract being more fully described by metes and bounds as follows;

BEGINNING at a concrete right-of-way marker found at the northeast corner intersection of U. S. Highway No. 290 and Farm to-Market Road No. 973 for the southwest corner of the tract herein described, said point also being at the northwest corner of that certain tract of land described as 4.959 acres in a deed of record in Volume 3269, Page 1645 of the Travis County, Texas Deed Records ;

~~THENCE with the east right-of-way line of said F. M. 973 the following two~~  
(2) courses;

- i. N 09 ° -26' W 120.54 feet to a concrete right-of-way marker . found ;
2. N 30 ° -59' E 294.68 feet to a point in the north line of the above said channel easement for the northwest corner of the tract herein described;

THENCE leaving said F. M. 973 and with the north line of said easement S 58 ° -27' E 72.63 feet to a point at the northeast corner of said easement for the northeast corner of the 0.98 acre tract herein described;

THENCE the east line of said easement S 15 ° -30' W 347.04 feet to a point in the present north right-of-way line of the above said U. S. Highway No. 290 for the southeast corner of the 0.98 acre tract herein described;

Con't.

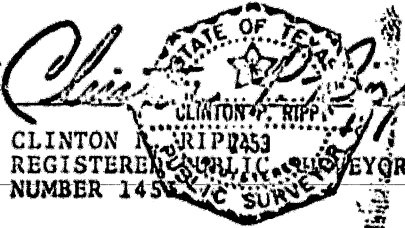
Exhibit "A" Page 1



THENCE with the present north right-of-way line of said highway, same being the north line of the above said 4.959 acre tract, N 89 ° -30' W 101.08 feet to the place of BEGINNING containing 0.98 of an acre of land.

I hereby certify that the foregoing notes w;c; c compiled partially from surveys made on the ground and wore partially computed, they are true and correct to the best of my ability, this the 23rd day of December, 1981.

2-52-2576



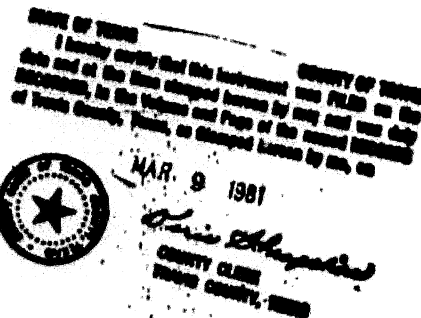
FILED

MAR 9 3 46 PM '81

*Doris H. Hargrave*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

Exhibit

Page 2



7355

\*151

**EXHIBIT "B" TO ANNEXATION PETITION  
DRAFT SERVICE AGREEMENT  
[FOLLOWS THIS PAGE]**

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

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

### **RECITALS**

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

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

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

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

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

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

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

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

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

*[signature pages follow]*

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

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

**LANDOWNER(S):**

Geraldine Timmermann, an individual residing in Texas

**By:** Barth Timmermann,  
Acting under Power of Attorney

**Name (print):** Barth Timmermann

**Title:** Power of Attorney

**Date:** 9/20/23

SCALE: 1" = 100'

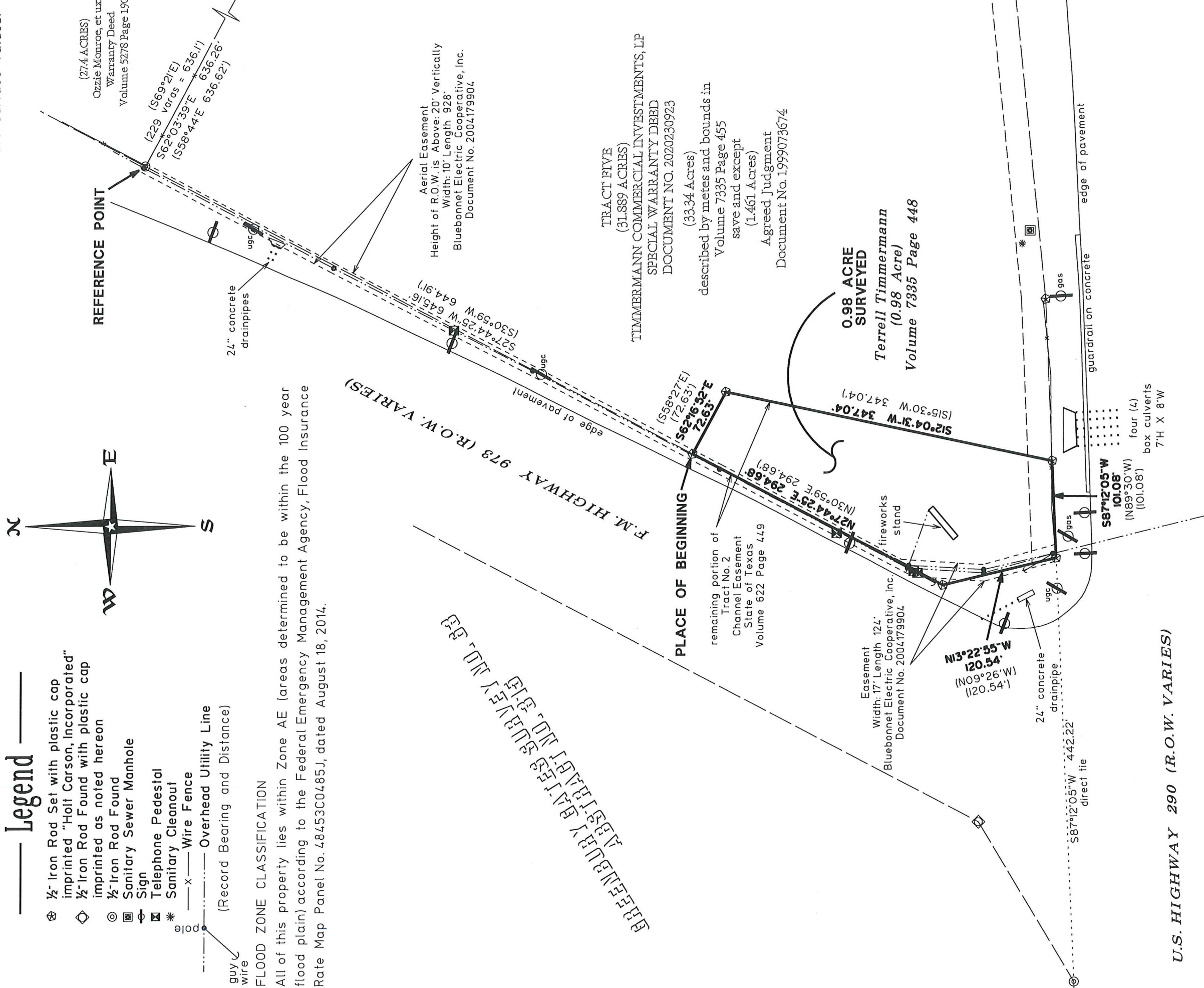
## Legend

- 1/2" Iron Rod Set with plastic cap imprinted "Holt Carson, Incorporated"
- 1/2" Iron Rod Found with plastic cap imprinted as noted hereon
- 1/2" Iron Rod Found
- Sanitary Sewer Manhole
- Sign
- Telephone Pedestal
- Sanitary Cleanout
- Wire Fence
- Overhead Utility Line
- (Record Bearing and Distance)

### FLOOD ZONE CLASSIFICATION

All of this property lies within Zone AE (areas determined to be within the 100 year flood plain) according to the Federal Emergency Management Agency, Flood Insurance Rate Map Panel No. 48453C0485J, dated August 18, 2014.

Orientation for this survey is based upon the State Plane Coordinate System (4203- Texas Central Zone) All distances shown hereon are surface values.



U.S. HIGHWAY 290 (R.O.W. VARIES)

### SURVEY MAP OF

0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMANN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

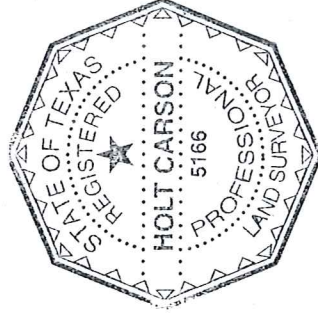
see accompanying field note description

SURVEYED: OCTOBER 10, 2022.

BY

*Holt Carson*

Holt Carson  
Registered Professional Land Surveyor No. 5166



HOLT CARSON, INCORPORATED  
PROFESSIONAL LAND SURVEYORS  
1904 FORTVIEW ROAD  
AUSTIN, TX 78704  
(512) 442-0990

Texas Licensed Surveying Firm Registration No. 100

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A 1130016

Item 1.



# HOLT CARSON, INCORPORATED

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

Texas Licensed Surveying Firm Registration No. 10050700

e-mail: [survey@hciaustin.com](mailto:survey@hciaustin.com)

October 28, 2023

**FIELD NOTE DESCRIPTION OF 0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMAN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**BEGINNING FOR REFERENCE** at a ½" iron rod found in the Southeast right-of-way line of F.M. Highway 973 at the West or Southwest corner of that certain (27.4 acre) tract of land as conveyed to Ozzie Monroe, et ux by Warranty Deed recorded in Volume 5278, Page 1904 of the Official Public Records of Travis County, Texas, same being an angle corner of that certain (31.889 acre) tract of land, identified 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, from which a ½" iron rod found at the South or Southeast corner of said (27.4 acre) Monroe tract, same being an angle corner of said (31.889 acre) Timmermann "Tract Five" bears, S 62 deg. 03'39" E 636.26 ft.;

**THENCE** with the Southeast right-of-way line of F.M. Highway 973 and with the Northwest line of said (31.889 acre) Timmermann "Tract Five" S 27 deg. 44'25" W 645.16 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at an angle corner of said (31.889 acre) Timmermann "Tract Five", same being the Northwest corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by Quitclaim Deed Recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas and being the Northwest corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** leaving the Southeast right-of-way line of F.M. Highway 973 with the common lines of said (31.889 acre) Timmermann "Tract Five" and said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) S 62 deg. 16'52" E 72.63 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set for the Northeast corner of said (0.98 acre) Timmermann tract, same being the Northeast corner of the herein described tract;

**0.98 Acre**

**End of Page 1 of 2**

0.98 Acre  
Page 2 of 2

- 2.) **S 12 deg. 04'31"W 347.04 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set in the North right-of-way line of U.S. Highway 290 at the Southwest corner of said (31.889 acre) Timmermann "Tract Five", same being the Southeast corner of said (0.98 acre) Timmermann tract and being the Southeast corner 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 (0.98 acre) Timmermann tract, **S 87 deg. 12'05" W 101.08 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at the intersection of the North right-of-way line of U.S. Highway 290 and the Southeast right-of-way line of F.M. Highway 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract, from which a ½" iron rod found at the intersection of the North right-of-way line of U.S. Highway 290 and the Northwest right-of-way line of F.M. Highway 973 bears, **S 87 deg. 12'05"W 442.22 ft.** (direct tie) ;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the Southeast right-of-way line of F.M. Highway 973 and with the Southwest and Northwest lines of said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **N 13 deg. 22'55" W 120.54 ft.** to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Incorporated";  
2.) **N 27 deg. 44'25" E 294.68 ft.** to the **PLACE OF BEGINNING** and containing **0.98 acre** of land.

SURVEYED: October 10, 2022

Holt Carson  
Registered Professional Land Surveyor No. 5166  
Reference Map: A 1130016





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 3, 2024  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

- December 6, 2023, City Council Regular Meeting;
- December 18, City Council Called Special Session; and
- December 20, 2023, City Council Regular Meeting

**BACKGROUND/SUMMARY:**

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

- December 6, 2023, City Council Regular Meeting Minutes
- December 18, 2023, City Council Called Special Session Minutes
- December 20, 2023, City Council Regular Meeting Minutes

**STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve the City Council Meeting minutes as presented.

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





**CITY COUNCIL  
REGULAR SESSION MINUTES  
DECEMBER 6, 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  
Sonia Wallace, Place 4  
Aaron Moreno, Place 5  
Deja Hill, Place 6

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Scott Dunlop, Development Services Director  
Scott Jones, Economic Development Director  
Matthew Woodard, Public Works Director  
Frank T. Phelan, P.E., City Engineer  
Veronica Rivera, Assistant City Attorney  
Chasem Creed, IT Technician

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:02 p.m. on Wednesday, December 6, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

## INVOCATION

Council Member Deja Hill gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the development close to the cemetery area. He stated that he filed a police report to stop the construction and requested the city to vet the grounds for graves. He also expressed his opposition to Agenda Item No. 9.

Gonzalo Camacho, P.O. Box 300384, Austin, Texas, submitted a speaker card and discussed his concerns regarding the commuter rail on TxDot Corridors.

Frank Hutchinson with Shadowglen Golf Club submitted a speaker card and expressed his concerns regarding the proposed amendment to modify the PUD Land Use Plan for the Shadowglen Development.

Kirk Lohmann with Shadowglen Golf Club submitted a speaker card and expressed his concerns regarding the proposed rezoning amendment to the PUD Land Use plan for the Shadowglen Development.

Jim Terry, 11516 Owling Way, Manor, Texas, submitted a speaker card in opposition to Agenda Item No. 9. He expressed his concerns regarding the proposed development of the apartment complex.

No one else appeared at this time.

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:28 p.m. on Wednesday, December 6, 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 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property at 7:28 p.m. on Wednesday, December 6, 2023.*

The Executive Session was adjourned at 7:47 p.m. on Wednesday, December 6, 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 7:47 p.m. on Wednesday, December 6, 2023.

Mayor Harvey stated that the City Council needed to go back into Executive Session to discuss agenda items.

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:49 p.m. on Wednesday, December 6, 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 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen Planned Unit Development, Item No. 9* at 7:49 p.m. on Wednesday, December 6, 2023.

The Executive Session was adjourned at 8:30 p.m. on Wednesday, December 6, 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 8:30 p.m. on Wednesday, December 6, 2023.

At the request of Mayor Harvey Public Hearing No. 1 and Agenda Item No. 9 were pulled from the agenda and directed staff to discuss further as considered in Executive Session.

## PUBLIC HEARING

- 1. Conduct a public hearing on an ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Highway 290 as well as Shadowglen Boulevard and US Highway 290, Manor, TX.**  
***Applicant: Marcus Equity; Owner: Cottonwood Holdings Limited, LLC***

This item was pulled for further discussion.

## CONSENT AGENDA

2. **Consideration, discussion, and possible action to approve the City Council Minutes.**
  - November 15, 2023, City Council Regular Meeting;
  - November 20th and 29th, 2023, City Council Called Special Sessions
3. **Consideration, discussion, and possible action on the Purchase Agreement with Zalaram LLC for a wastewater easement with a temporary construction easement for Parcel No. 3.**
4. **Consideration, discussion, and possible action on the Purchase Agreement with Maddtex Drive, LP for a wastewater easement with a temporary construction easement for Parcel No. 4.**
5. **Consideration, discussion, and possible action on the Purchase Agreement with Maddtex Drive, LP for a wastewater easement with a temporary construction easement for Parcel No. 5.**
6. **Consideration, discussion, and possible action on the Purchase Agreement with Easy Jet Drive LP for a wastewater easement with a temporary construction easement for Parcel No. 6.**

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

There was no further discussion.

**Motion to approve carried 7-0**

#### **REGULAR AGENDA**

7. **Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas repealing Ordinance Number 119-A and any amendments thereto and all juvenile curfew offenses listed in Chapter 8 Offenses and Nuisances, Article 8.02 Minors, Division 2 Curfew.**

The city staff recommended that the City Council approve Ordinance No. 728 to repeal the City of Manor's juvenile curfew ordinances.

Chief Phipps discussed the proposed ordinance revisions.

Ordinance No. 728: An Ordinance of The City of Manor, Texas, to Repeal Ordinance Number 119-A and any Amendments Thereto and all Juvenile Curfew Offenses Listed in Chapter 8 Offenses and Nuisances, Article 8.02 Minors, Division 2 Curfew; Providing for Conflicting Ordinances; Providing for Severability; Providing an Open Meetings Clause and Establishing an Effective Date.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Ordinance No. 728 to repeal the City of Manor's juvenile curfew ordinances.

Mayor Harvey discussed his concerns regarding the new juvenile curfew laws.

There was no further discussion.

**Motion to approve carried 7-0**

- 8. Consideration, discussion, and possible action on Statement of Work No. 27 to complete a Service Line Inventory and submit the results to the Texas Commission on Environmental Quality (TCEQ) before the October 16, 2024, Environmental Protection Agency (EPA) deadline.**

The city staff recommended that the City Council approve the proposed completion of a service line inventory and the subsequent submittal of the inventory and all associated files to TCEQ in an amount not to exceed \$35,000 and authorize the City Manager to sign the Statement of Work No. 27 proposal.

Justin Clinger with GBA discussed the proposed statement of work to complete a Service Line Inventory.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the proposed completion of a service line inventory and the subsequent submittal of the inventory and all associated files to TCEQ in an amount not to exceed \$35,000 and authorize the City Manager to sign the Statement of Work No. 27 proposal.

There was no further discussion.

**Motion to approve carried 7-0**

- 9. First Reading: Consideration, discussion, and possible action on an Ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX. Applicant: Marcus Equity; Owner: Cottonwood Holdings Limited, LLC**

This item was pulled for further discussion.

**10. Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 20,796 Square Foot Wastewater Easement and a 19,514 Square Foot Acre Temporary Construction Easement (both as described in Exhibits "A," "B," and "C") from that 13.502 Acre Tract conveyed by Warranty Deed to Tuan and Nhieu Nguyen and recorded at Document Number 2022072304 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.**

The city staff recommended that the City Council approve Resolution No. 2023-40.

Assistant City Attorney Rivera discussed the proposed Resolution.

City Manager Moore explained the reasons why the city was moving forward with the eminent domain process.

City Engineer Phelan discussed the easement placement and clarified that there were no structures in the area.

Resolution No. 2023-40: A Resolution of The City Council of the City of Manor Texas Finding Public Convenience and Necessity and Authorizing Eminent Domain Proceedings, if Necessary, for Acquisition of a Permanent Wastewater Line Easement Over a 20,796 Square Foot Parcel of Land and a Temporary Construction Easement Over a 19,514 Square Foot Parcel of Land, Both Parcels Being out of and a Part of a Called 13.502 Acre Tract of Land out of the Lemuel Kimbro Survey, Abstract No. 456, Situated in Travis County, Texas, Being the Same Land Conveyed in a Warranty Deed to Tuan Nguyen And Ngieu Nguyen, Recorded in Document No. 2022072304, of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.), and Establishing an Effective Date; and Finding and Determining that the Meeting at Which this Resolution is Passed was Noticed and is Open to the Public as Required by Law.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve Resolution No. 2023-40 and move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 20,795 square feet and a temporary construction easement of 19,514 square feet from the property owned by Tuan and Nhieu Nguyen and described in Agenda Item (10) for the public use of constructing and operating wastewater lines and infrastructure improvements.

There was no further discussion.

**Motion to approve carried 7-0**

**11. Consideration, discussion, and possible action on the appointments of the City Council Committees.**

- **Budget Committee**
- **Public Improvement District Committee**
- **Park Committee**
- **Public Tree Advisory Board**
- **Economic Development Committee**
- **Capital Improvement Committee**
- **Community Collaborative Committee**
- **Healthcare Committee**
- **Emergency Management Committee**
- **Public Safety Committee**

The city staff recommended that the City Council evaluate and redistribute Council Committee assignments for 2024 and confirm and/or reappoint chairpersons for each committee.

Mayor Harvey opened the floor for any recommendations. He stated he would give up his place on the Capital Improvement Committee.

Councilwoman Wallace stated she would give up her chair seat on the Public Safety Committee. Mayor Pro Tem Hill stated she would take her place as chair.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Deja Hill to remove Mayor Harvey from the Capital Improvement Committee and appoint Councilwoman Deja Hill in his place as Chair; and remove Councilwoman Wallace chair position from the Public Safety Committee and appoint Mayor Pro Tem Emily Hill as Chair.

There was no further discussion.

**Motion to approve carried 7-0**

**12. Consideration, discussion, and possible action on a Resolution accepting the petition for voluntary annexation of 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, and providing for open meetings and other related matters.**

The city staff recommended that the City Council approve Resolution No. 2023-41 accepting the petition for voluntary annexation of 0.98 acres of land, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, and providing for open meetings and other related matters and set a public hearing for January 3, 2024.

Development Services Director Dunlop discussed the proposed Resolution.

Resolution No 2023-41: A Resolution of The City of Manor, Texas, Accepting the Petition for Annexation of 0.98 Acres of Land, More or Less; Being Located in Travis County, Texas and Adjacent and Contiguous to the City Limits; and Providing for Open Meetings and Other Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Resolution No. 2023-41 accepting the petition for voluntary annexation of 0.98 acres of land, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, and providing for open meetings and other related matters and set a public hearing for January 3, 2024.

There was no further discussion.

**Motion to approve carried 7-0**

**13. Acknowledge the resignation of Planning and Zoning Commissioner LaKesha Small, Place No. 7, and declare a vacancy.**

The city staff recommended that the City Council acknowledge the resignation of Planning and Zoning Commissioner LaKesha Small and declare a vacancy for Place No. 7 effective December 14, 2023.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill to acknowledge the resignation of Planning and Zoning Commissioner LaKesha Small and declare a vacancy for Place No. 7 effective December 14, 2023.

There was no further discussion.

**Motion to approve carried 7-0**

**14. Consideration, discussion, and possible action to close city offices at noon on Friday, December 15, 2023.**

The city staff recommended that the City Council approve the closing of City offices at noon on Friday, December 15, 2023.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to close city offices at noon on Friday, December 15, 2023.

Discussion was held regarding clarification on the notice to be sent to residents of early closure.

There was no further discussion.

**Motion to approve carried 7-0**



## ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 9:16 p.m. on Wednesday, December 16, 2023.

These minutes were approved by the Manor City Council on the 3<sup>rd</sup> day of January 2024.

## APPROVED:

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

## ATTEST:

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



**CITY COUNCIL CALLED SPECIAL MEETING  
MINUTES  
DECEMBER 18, 2023**

**PRESENT:**

Dr. Christopher Harvey, Mayor (Absent)

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Scott Jones, Economic Development Director  
Veronica Rivera, Assistant City Attorney  
Frank Phelan, P.E., City Engineer  
Christina M. Lane, Finance Consultant  
Gregory Miller, Bond Counsel

**SPECIAL SESSION – 6:00 P.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Pro Tem Hill at 6:01 p.m. on Monday, December 18, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**INVOCATION**

Moment of Silence

## PLEDGE OF ALLEGIANCE

Mayor Pro Tem Hill led the Pledge of Allegiance.

## PUBLIC COMMENTS

No one appeared to speak at this time.

Mayor Pro Tem Hill adjourned the special session of the Manor City Council into Executive Session at 6:02 p.m. on Monday, December 18, 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 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; and Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel on the ShadowGlen project.* at 6:02 p.m. on Monday, December 18, 2023.

The Executive Session was adjourned at 6:51 p.m. on Monday, December 18, 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 6:51 p.m. on Monday, December 18, 2023.

## REGULAR AGENDA

- 1. Consideration, discussion, and possible action on a Resolution authorizing the purchase and closing of 10.428 acres, more or less, of real property located in Travis County, Texas, approval of the Purchase and Sale Agreement and First Amendment to the Agreement.**

The city staff recommended that the City Council approve Resolution No. 2023-42 authorizing the purchase and closing of 10.428 acres, more or less, of real property located in Travis County, Texas, approval of the Purchase and Sale Agreement and First Amendment to the Agreement and authorize the City Manager to execute the First Amendment.

Resolution No. 2023-42: A Resolution of The City of Manor, Texas Authorizing the Purchase and Closing of 10.428 Acres, More or Less, of Real Property Located in Travis County, Texas for \$3,500,000.00 Plus Closing Costs; Providing for Approval of the Purchase and Sale Agreement and an Amendment to the Agreement; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve Resolution No. 2023-42 authorizing the purchase and closing of 10.428 acres, more or less, of real property located in Travis County, Texas, approval of the Purchase and Sale Agreement and First Amendment to the Agreement and authorize the City Manager to execute the First Amendment.

There was no further discussion.

**Motion to approve carried 6-0**

**2. Consideration, discussion, and possible action on a Resolution authorizing a Second Amendment to the Real Estate Contract for the purchase and closing of 125.589 acres, more or less, of real property located In Travis County, Texas; and a First Amendment to the real estate contract for the purchase and closing of 110.50 acres, more or less, located in Travis County, Texas.**

The city staff recommended that the City Council approve Resolution No. 2023-43 authorizing a Second Amendment to the Real Estate Contract for the purchase and closing of 125.589 acres, more or less, of real property located In Travis County, Texas; and a First Amendment to the real estate contract for the purchase and closing of 110.50 acres, more or less, located in Travis County, Texas; and authorize the City Manager to execute the amendments and all necessary and pertinent documents required at closing for the purchase of these properties.

Resolution No. 2023-43: A Resolution of the City of Manor, Texas Authorizing a Second Amendment to the Real Estate Contract for the Purchase and Closing of 125.589 Acres, More or Less, of Real Property Located in Travis County, Texas; and a First Amendment to the Real Estate Contract for the Purchase and Closing of 110.50 Acres, More or Less, Located in Travis County, Texas, and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve Resolution No. 2023-43 authorizing a Second Amendment to the Real Estate Contract for the purchase and closing of 125.589 acres, more or less, of real property located In Travis County, Texas; and a First Amendment to the real estate contract for the purchase and closing of 110.50 acres, more or less, located in Travis County, Texas; and authorize the City Manager to execute the amendments and all necessary and pertinent documents required at closing for the purchase of these properties.

There was no further discussion.

**Motion to approve carried 6-0**

**3. Consideration, discussion, and possible action on a Resolution authorizing the Second Amendment to the Earnest Money Contract for the purchase and closing of 10.5038 acres, more or less, of real property located in Travis County, Texas.**

The city staff recommended that the City Council approve Resolution No. 2023-44 authorizing the Second Amendment to the Earnest Money Contract for the purchase and closing of 10.5038 acres, more or less, of real property located in Travis County, Texas, and authorize the City Manager to execute the Second Amendment.

Resolution No. 2023-44: A Resolution of the City of Manor, Texas Authorizing an Amendment to the Earnest Money Contract for the Purchase and Closing of 10.5038 Acres, More or Less, of Real Property Located in Travis County, Texas; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve Resolution No. 2023-44 authorizing the Second Amendment to the Earnest Money Contract for the purchase and closing of 10.5038 acres, more or less, of real property located in Travis County, Texas, and authorize the City Manager to execute the Second Amendment.

There was no further discussion.

**Motion to approve carried 6-0**

**ADJOURNMENT**

The Special Session of the Manor City Council Adjourned at 6:55 p.m. on Monday, December 18, 2023.

These minutes were approved by the Manor City Council on the 3<sup>rd</sup> day of January 2024.

**APPROVED:**

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Dr. Christopher Harvey  
Mayor

**ATTEST:**

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Lluvia T. Almaraz, TRMC  
City Secretary



**CITY COUNCIL  
REGULAR SESSION MINUTES  
DECEMBER 20, 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  
Sonia Wallace, Place 4  
Aaron Moreno, Place 5  
Deja Hill, Place 6

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Denver Collins, Assistant Chief of Police  
Scott Dunlop, Development Services Director  
Scott Jones, Economic Development Director  
Matthew Woodard, Public Works Director  
Tracey Vasquez, HR Director  
Sarah Friberg, Court Administrator  
Pauline Gray, P.E., City Engineer  
Frank T. Phelan, P.E., City Engineer  
Paige Saenz, City Attorney  
Chasem Creed, IT Technician

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:02 p.m. on Wednesday, December 20, 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.

## PUBLIC COMMENTS

Kay Forsythe, 710 N. Lexington St., Manor, Texas, submitted a speaker card and spoke regarding the Public Comments time restrictions. Mrs. Forsythe also requested a future agenda item regarding amending Chapter 14 Neighborhood Zoning Regulations.

Mary Dawson, 12085 Waterford Run Way, Manor, Texas, submitted a speaker card and expressed her concerns regarding the new Dominion Project Development.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding H.O.T. Funds, P&Z Commission Alternate positions, Plazas, and Council reports. Mr. Battaile is requesting a new cemetery to be built, and he expressed his opposition to Agenda Items No. 5,6 and 12.

No one else appeared at this time.

## CONSENT AGENDA

### 1. Consideration, discussion, and possible action on accepting the November 2023 Departmental Reports.

- Finance – Scott Moore, City Manager
- 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

### 2. Consideration, discussion, and possible action on accepting the October and November 2023 City Council Monthly Reports.

3. **Consideration, discussion, and possible action on amending the JustFOIA contract to provide upgraded software services.**
4. **Consideration, discussion, and possible action on a Supplement to the Agreement for Street Lighting Service by and Between Oncor Electric Delivery Company and the City of Manor to provide street lighting service in the Palomino Subdivision.**

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

There was no further discussion.

**Motion to approve carried 7-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:13 p.m. on Wednesday, December 20, 2023, in accordance with the requirements of the Open Meetings Law.

Council Member Amezcua recused herself from discussion of Section 551.074 Personnel Matters to Interview Candidates for appointment to the Planning and Zoning Commission, Place No. 7 to fill an unexpired term starting in January 2024; and reappointments to Place No. 2; Place No. 4; and Place No. 6.

The appropriate Conflict of Interest Affidavit was filled out and filed with the City Secretary.

**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 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel on the ShadowGlen project; Section 551.074 Personnel Matters to Interview Candidates for appointment to the Planning and Zoning Commission, Place No. 7 to fill an unexpired term starting in January 2024; and reappointments to Place No. 2; Place No. 4; and Place No. 6; and Section 551.074 Personnel Matters Discussion of City Manager's Evaluation at 7:13 p.m. on Wednesday, December 20, 2023.*

The Executive Session was adjourned at 10:16 p.m. on Wednesday, December 20, 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 10:16 p.m. on Wednesday, December 20, 2023.



## REGULAR AGENDA

### **5. Consideration, discussion, and possible action on appointing the Planning and Zoning Commission Member for Place No. 7 to fill an unexpired term.**

The city staff recommended that the City Council appoint an applicant to fill the unexpired term for Place No. 7 expiring on January 1, 2025.

Development Services Director Dunlop discussed the current vacancy.

**MOTION:** Upon a motion made by Council Member Deja Hill and seconded by Mayor Pro Tem Emily Hill to appoint James Terry to fill the unexpired term for Place No. 7 expiring on January 1, 2025.

There was no further discussion.

**Motion to approve carried 7-0**

### **6. Consideration, discussion, and possible action on appointing the Planning and Zoning Commission Members for Place No. 2; Place No. 4; and Place No. 6.**

The city staff recommended that the City Council reappoint the Planning and Zoning Commission Members for Place No. 2; Place No. 4; and Place No. 6.

**MOTION:** Upon a motion made by Council Member Deja Hill and seconded by Council Member Moreno to reappoint the Planning and Zoning Commission Members for Place No. 2; Place No. 4; and Place No. 6 with terms expiring on January 1, 2026.

There was no further discussion.

**Motion to approve carried 7-0**

### **7. Consideration, discussion, and possible action on entering into a financing agreement for the purchase of Motorola Radio Equipment for the Police Department.**

The city staff recommended that the City Council approve the contract with Motorola Solutions for the replacement of the Police Department's emergency radio system, financed over 5 years; and authorize the City Manager to execute the contract.

Chief of Police Phipps discussed the proposed agreement for the purchase of Motorola Radio Equipment for the Police Department.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve the contract with Motorola Solutions for the replacement of the Police Department's emergency radio system, financed over 5 years; and authorize the City Manager to execute the contract.

There was no further discussion.

**Motion to approve carried 7-0**

**8. Consideration, discussion, and possible action on a change order to the construction contract for the FY2022 Capital Metro Pavement Improvements project.**

The city staff recommended that the City Council approve Change Order No. 1 for the FY2022 Capital Metro Paving Project in the amount of \$339, 722.10.

City Engineer Gray discussed the proposed change order.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Change Order No. 1 for the FY2022 Capital Metro Paving Project in the amount of \$339, 722.10.

There was no further discussion.

**Motion to approve carried 7-0**

**9. Consideration, discussion, and possible action on a Construction Contract for the Gregg Manor Road Ground Storage Tank & Pressurization Facility Improvements.**

The city staff recommended that the City Council approve and award the Construction Contract for the Gregg Manor Road Ground Storage Tank & Pressurization Facility Improvements to CC Carlton Industries, LTD in the amount of \$4,479,997.50.

City Engineer Gray discussed the proposed construction contract.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve and award the Construction Contract for the Gregg Manor Road Ground Storage Tank & Pressurization Facility Improvements to CC Carlton Industries, LTD in the amount of \$4,479,997.50.

There was no further discussion.

**Motion to approve carried 7-0**

**10. Consideration, discussion, and possible action on an amendment to Statement of Work No. 18 for the 2022 CIP Update.**

The city staff recommended that the City Council approve and award Statement of Work #18A to George Butler Associates, Inc. for the 2022 CIP Update project in the amount of \$6,000.00.

City Engineer Gray discussed the proposed statement of work request.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve and award Statement of Work #18A to George Butler Associates, Inc. for the 2022 CIP Update project in the amount of \$6,000.00.

There was no further discussion.

**Motion to approve carried 7-0**

**11. Consideration, discussion, and possible action on a change order to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project.**

The city staff recommended that the City Council approve Change Order No. 2 to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of \$115,194.41.

City Engineer Phelan discussed the proposed change order.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Change Order No. 2 to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of \$115,194.41.

There was no further discussion.

**Motion to approve carried 7-0**

**12. Consideration, discussion, and possible action on a Third Amendment to the Development Agreement for the Butler/East Hwy 290 & 13100 N. FM 973 Development.**

The city staff recommended that the City Council approve a Third Amendment to the Development Agreement for the Butler/East Hwy 290 & 13100 N. FM 973 Development.

Development Services Director Dunlop discussed the proposed Third Amendment to the Agreement for the Butler/East Hwy 290 & 13100 N. FM 973 Development.

Jonathan Sosebee with Kimley Horn discussed the attached PowerPoint presentation.

Topic of discussion:

- Zoning
- Concept Plan
- Amendments

A discussion was held regarding the reduction of parking spaces for the Home Depot.

A discussion was held regarding the HEB Landscape Plan.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace to approve a Third Amendment to the Development Agreement for the Butler/East Hwy 290 & 13100 N. FM 973 Development.

There was no further discussion.

**Motion to approve carried 7-0**

**13. Consideration, discussion, and possible action on a Food Court Establishment at 13538 N. FM 973.**

The city staff recommended that the City Council approve a Food Court Establishment at 13538 N. FM 973 with considerations determined by the City Council for a maximum number of food trucks, location of food trucks, and amenities.

Development Services Director Dunlop discussed the proposed food court establishment.

Danny Burnett, 9900 Highway 290 East, Manor, Texas, submitted a speaker card in support of this item. He discussed the proposed food court establishment request.

Jordan Dwyer, 9900 Highway 290 East, Manor, Texas, submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

A discussion was held regarding Planning and Zoning Commission recommendations.

**MOTION:** Upon a motion made by Council Member Wallace to approve a Food Court Establishment at 13538 N. FM 973 with considerations determined by the City Council for a maximum number of food trucks, location of food trucks, and amenities.

**MOTION:** Upon an amended motion made by Council Member Wallace and seconded by Council Member Amezcua to approve a Food Court Establishment at 13538 N. FM 973 with considerations determined by the City Council for a maximum number of food trucks, location of food trucks, and amenities with a limit to 5 food trucks and limiting portapotties to 6 months before they are changed to conform stations.

There was no further discussion.

**Motion to approve carried 4-3**

**(Mayor Pro Tem Emily Hill; Council Member Deja Hill and Council Member Weir voted against)**

**14. Consideration, discussion, and possible action on a Resolution requesting the release of a portion of the extraterritorial jurisdiction of the City of Austin, Texas to the extraterritorial jurisdiction of the City of Manor, Texas; and authorizing the release of a portion of the extraterritorial jurisdiction of the City of Manor, Texas to the extraterritorial jurisdiction of the City of Austin, Texas.**

The city staff recommended that the City Council approve Resolution No. 2023-45 requesting the release of a portion of the extraterritorial jurisdiction of the City of Austin, Texas to the extraterritorial jurisdiction of the City of Manor, Texas; and authorizing the release of a portion of the extraterritorial jurisdiction of the City of Manor, Texas to the extraterritorial jurisdiction of the City of Austin, Texas.

Development Services Director Dunlop discussed the proposed Resolution.

Resolution No. 2023-45: A Resolution of the City Council of the City of Manor, Texas, Requesting the Release of a portion of the Extraterritorial Jurisdiction of the City of Austin, Texas to the Extraterritorial Jurisdiction of the City of Manor, Texas; and Authorizing the Release of a portion of the Extraterritorial Jurisdiction of the City of Manor, Texas to the Extraterritorial Jurisdiction of the City of Austin, Texas.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Resolution No. 2023-45 requesting the release of a portion of the extraterritorial jurisdiction of the City of Austin, Texas to the extraterritorial jurisdiction of the City of Manor, Texas; and authorizing the release of a portion of the extraterritorial jurisdiction of the City of Manor, Texas to the extraterritorial jurisdiction of the City of Austin, Texas.

There was no further discussion.

**Motion to approve carried 7-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 11:15 p.m. on Wednesday, December 20, 2023.

These minutes were approved by the Manor City Council on the 3<sup>rd</sup> day of January 2024.

**APPROVED:**

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

**ATTEST:**

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



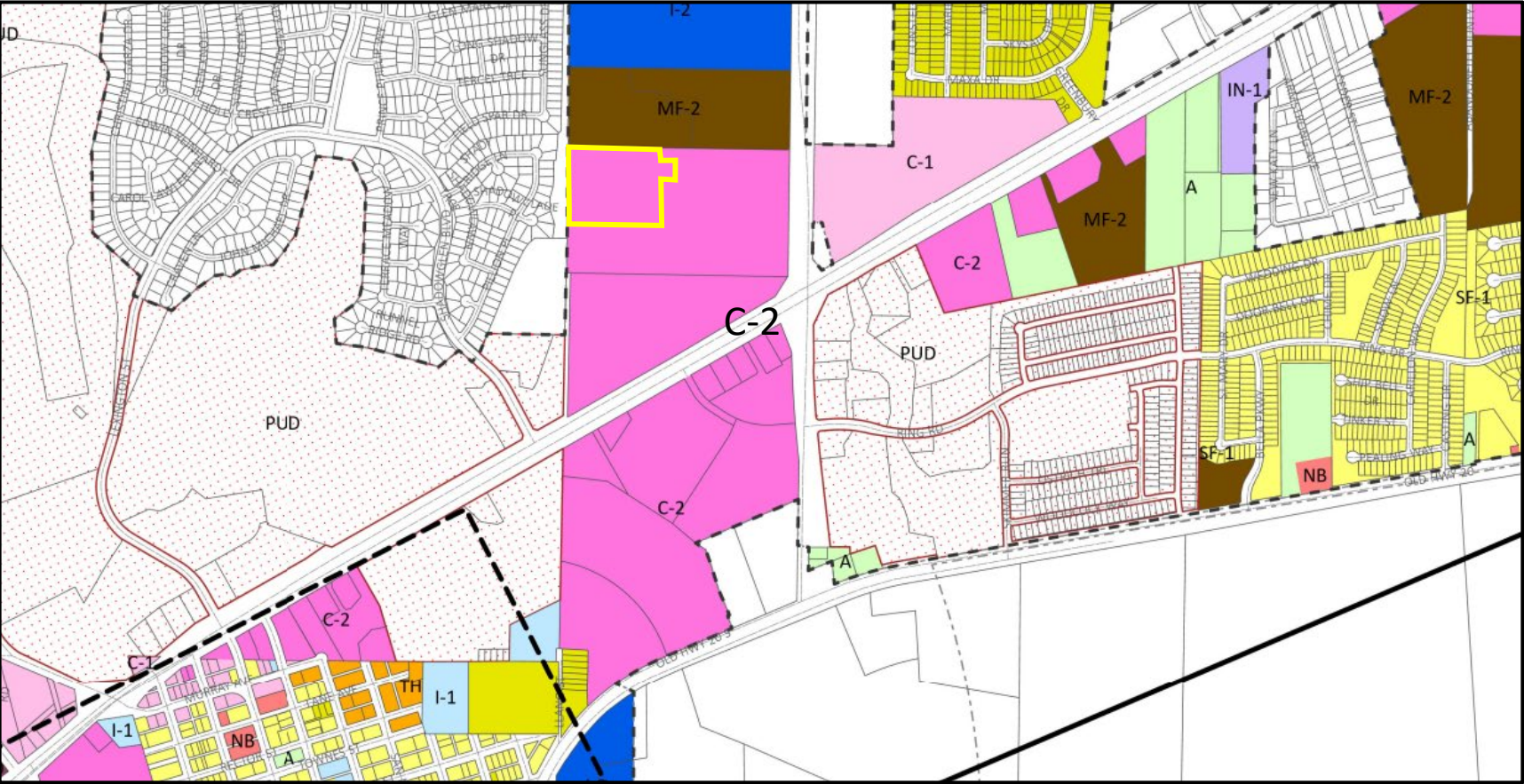
# Third Amendment to Development Agreement

December 20, 2023





# Zoning



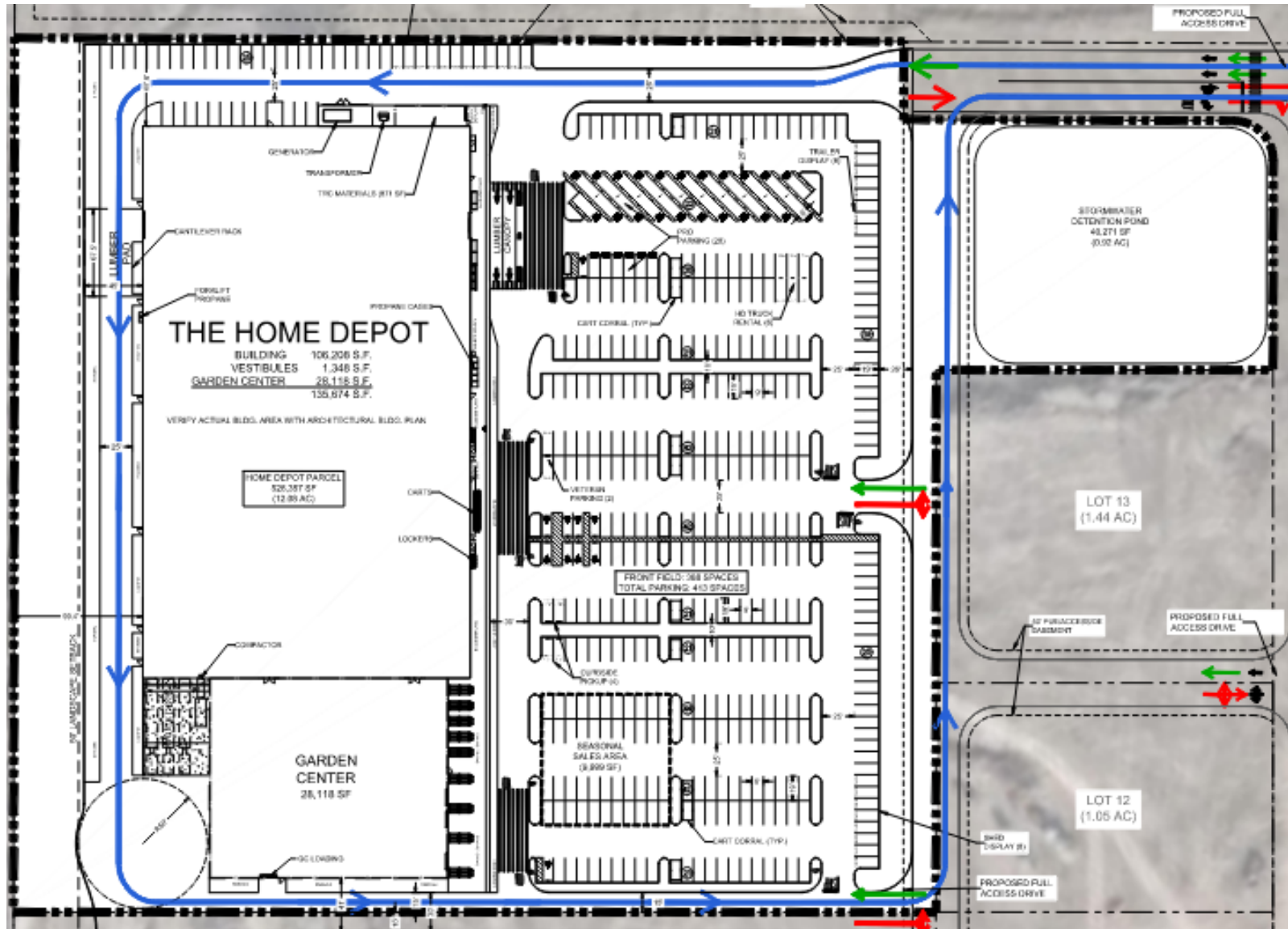
## Legend

- A Agricultural
- SF-E Single Family Estate
- SF-1 Single Family Suburban
- SF-2 Single Family Standard
- TF Two-Family Residential
- TH Townhome
- MF-1 Multi-Family 15
- MF-2 Multi-Family 25
- MH-1 Manufactured Home
- MH-2 Manufactured Home Park
- OS Open Space
- I-1 Institutional-Small
- I-2 Institutional-Large
- GO General Office
- C-1 Light Commercial
- C-2 Medium Commercial
- C-3 Heavy Commercial
- IN-1 Light Industrial
- IN-2 Heavy Industrial
- NB Neighborhood Business
- DB Downtown Business
- PUD Planned Unit Development
- City Limits
- Extra-Territorial Jurisdiction



# Concept Plan

Item 2.



Draft Only. Exact layout subject to change

# Amendments

- Reduce the number required parking spaces to 1:350
- No screening for storage if located in the rear
- Additional screening at the rear of the property with a fence or triple the number of evergreen plantings as required
- Reduce the min. number of trees to 1 per 600sf
- Increases the maximum size of an attached sign to 450 sf
- Increases the maximum height of pole lighting to 40'

# Amendments

- Allow for the temporary sale of seasonal products by right
- Garden center materials may be stacked higher than a screening fence
- Permits store operations from 6am – 10pm

# Questions?



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 3, 2024  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

### BACKGROUND/SUMMARY:

This is a voluntary annexation request being made by the property owner. The resolution accepting the annexation petition was approved by the City Council at the December 6, 2023, meeting. The request to annex this approximately 1-acre tract came out of the 380 Incentive Agreement and Development Agreement for the Manor Commons Phase 3 project. The majority of the 33-acre tract is already within the city limits, but this 1-acre tract remained outside, and for contiguity purposes, it was requested to be annexed in the agreement, and as such, the property owner filed to have the tract annexed. The existing fireworks stand on the property is permitted to remain until December 31, 2024, by the Development Agreement.

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

- Ordinance
- Petition
- Property Description

### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the first reading of an ordinance annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 0.98 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, TEXAS INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

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

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

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

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

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

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

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

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

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

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

Being 4.004 acres of land, more or less, said tract being all of Lots 1 and 2, Block 3, Manor Commercial Park, a subdivision of record in Volume 87, Page 167-B of the Official Public Records of Travis County, Texas; said 4.004 acre tract being more particularly described in Exhibit “A.”

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

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

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

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

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

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

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

**PASSED AND APPROVED FIRST READING** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**ORDINANCE NO. \_\_\_\_\_**

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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



**Exhibit “A”  
Subject Property Description  
+/- 0.98 Acres**

**HOLT CARSON, INCORPORATED**

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

Texas Licensed Surveying Firm Registration No. 10050700

e-mail: [survey@hciaustin.com](mailto:survey@hciaustin.com)October 28, 2023

**FIELD NOTE DESCRIPTION OF 0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMAN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**BEGINNING FOR REFERENCE** at a ½" iron rod found in the Southeast right-of-way line of F.M. Highway 973 at the West or Southwest corner of that certain (27.4 acre) tract of land as conveyed to Ozzie Monroe, et ux by Warranty Deed recorded in Volume 5278, Page 1904 of the Official Public Records of Travis County, Texas, same being an angle corner of that certain (31.889 acre) tract of land, identified 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, from which a ½" iron rod found at the South or Southeast corner of said (27.4 acre) Monroe tract, same being an angle corner of said (31.889 acre) Timmermann "Tract Five" bears, S 62 deg. 03'39" E 636.26 ft.;

**THENCE** with the Southeast right-of-way line of F.M. Highway 973 and with the Northwest line of said (31.889 acre) Timmermann "Tract Five" S 27 deg. 44'25" W 645.16 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at an angle corner of said (31.889 acre) Timmermann "Tract Five", same being the Northwest corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by Quitclaim Deed Recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas and being the Northwest corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** leaving the Southeast right-of-way line of F.M. Highway 973 with the common lines of said (31.889 acre) Timmermann "Tract Five" and said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **S 62 deg. 16'52" E 72.63 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set for the Northeast corner of said (0.98 acre) Timmermann tract, same being the Northeast corner of the herein described tract;

**0.98 Acre****End of Page 1 of 2**

0.98 Acre  
Page 2 of 2

- 2.) S 12 deg. 04'31"W 347.04 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set in the North right-of-way line of U.S. Highway 290 at the Southwest corner of said (31.889 acre) Timmermann "Tract Five", same being the Southeast corner of said (0.98 acre) Timmermann tract and being the Southeast corner 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 (0.98 acre) Timmermann tract, S 87 deg. 12'05" W 101.08 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at the intersection of the North right-of-way line of U.S. Highway 290 and the Southeast right-of-way line of F.M. Highway 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract, from which a ½" iron rod found at the intersection of the North right-of-way line of U.S. Highway 290 and the Northwest right-of-way line of F.M. Highway 973 bears, S 87 deg. 12'05"W 442.22 ft. (direct tie) ;

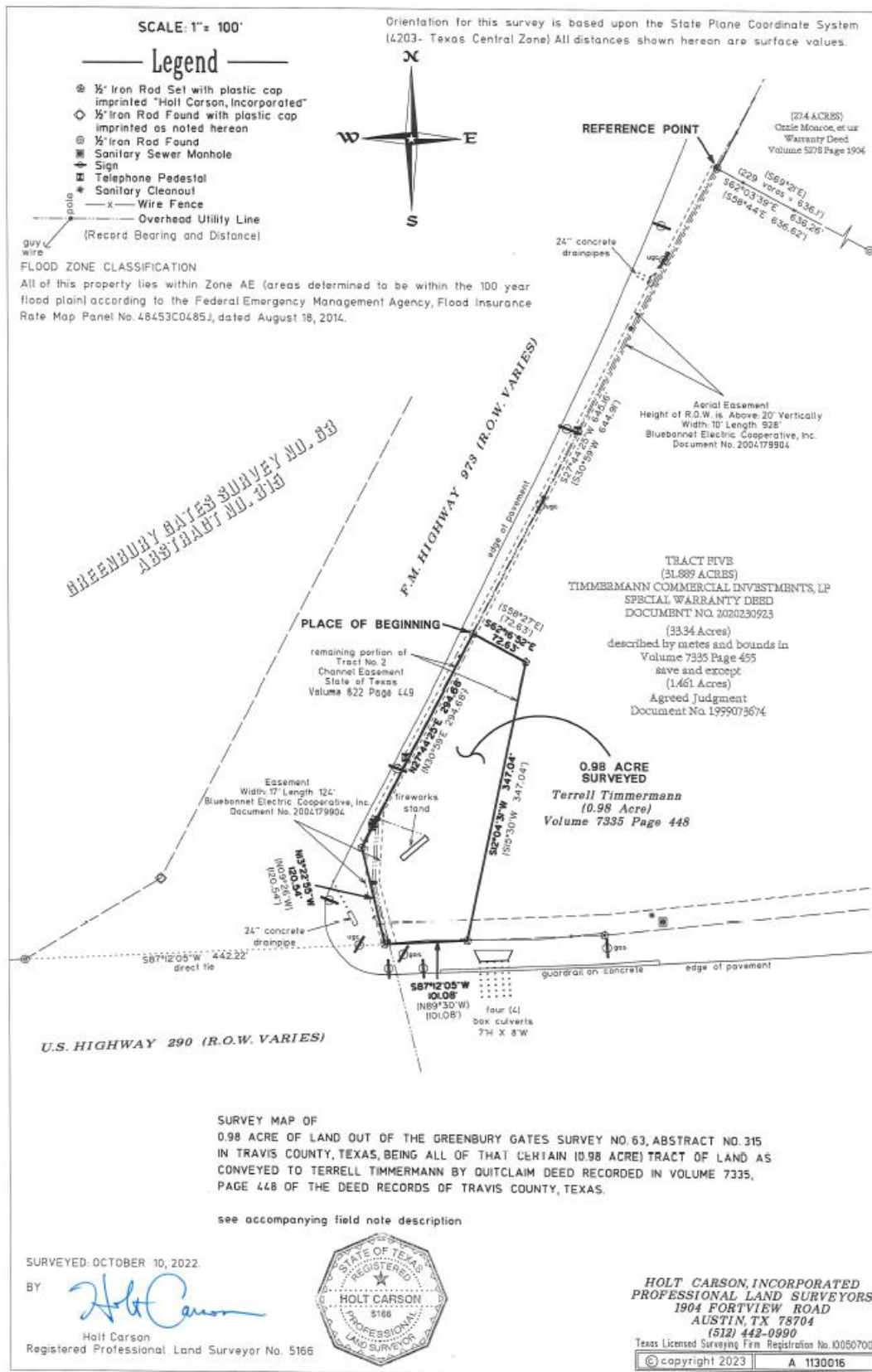
**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the Southeast right-of-way line of F.M. Highway 973 and with the Southwest and Northwest lines of said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) N 13 deg. 22'55" W 120.54 ft. to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Incorporated";  
2.) N 27 deg. 44'25" E 294.68 ft. to the **PLACE OF BEGINNING** and containing **0.98 acre** of land.

SURVEYED: October 10, 2022

Holt Carson  
Registered Professional Land Surveyor No. 5166  
Reference Map: A 1130016





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

## ANNEXATION PETITION

STATE OF TEXAS                   §  
    §  
 COUNTY OF TRAVIS               §

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

**WHEREAS**, the undersigned is the owner of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "Subject Property");

**WHEREAS**, the undersigned has sought the voluntary annexation of the Subject Property by the City of Manor, Texas (hereinafter sometimes referred to as "City"), to obtain the benefits of City services to the Subject Property by the City;

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

**WHEREAS**, the City, pursuant to §43.021, *Tex. Loc. Gov't. Code* and the voluntary request of the property owner, is authorized to annex the Subject Property; and

**WHEREAS**, the undersigned agrees and consents to the voluntary annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

**SECTION ONE:** Requests the City Council of the City to commence voluntary annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, of all portions of the Subject Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land, located in Travis County, Texas, being .98 acres, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION TWO:** Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed Into the City of Manor (the "Services Agreement").

**SECTION THREE:** Acknowledges and represents having received, read and understood the attached "draft" Services Agreement, attached hereto as Exhibit "B," (proposed to be applicable to and adopted for the subject property) and that such "draft" Services Agreement is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the voluntary annexation and preparation of a final Services Agreement and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.



**SECTION FOUR:** Acknowledges that the undersigned understands and agrees that all city services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Services Agreement.

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

**Petitioner: Geraldine Timmermann, an individual residing in Texas**

By: Barth Timmermann, Acting under Power of Attorney

Name Barth Timmermann

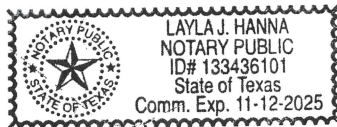
Title: Power of Attorney

STATE OF TEXAS §  
COUNTY OF Travis §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this 20th day of September, 2023 personally appeared Barth Timmermann, acting under Power of Attorney for Geraldine Timmermann, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 20th day of September, 2023

(SEAL)



[Signature]  
Notary Public-State of Texas

**FILED**, this 28th day of September, 2023, with the City Secretary of the City of Manor, Travis County, Texas.

Attest:

[Signature]  
Lluvia T. Almaraz, TRMC  
City Secretary



# EXHIBIT "A" TO ANNEXATION PETITION PROPERTY DESCRIPTION

QUITCLAIM DEED

**NAR-9-81B 939 • 9.00**

*900*  
**2-52-2573**

THE STATE or TEXAS 1

1 KNOW ALL MEN BY THESE PRESENTS :

COUNTY or TRAVIS 1

That I, Jessie Lee Bell Fowler, a widow, of Bastrop County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by Terrell Timerman, of Travis County, Texas, receipt of which is hereby acknowledged, have QUITCLAIMED, and by these presents do QUITCLAIM unto Terrell Timerman ail of my right, title and interest in and to the following described real property situated in Travis County, Texas, to-wit:

0.98 of an acre of land out of and a part of the Greenbury Gates Survey No. 63, situated in Travis County, Texas, being more particularly described by metes and bounds in field note description attached hereto marked Exhibit 'A' and incorporated herein for all pertinent purposes.

TO HAVE AND TO HOLD all of my said right, title and interest in and to the above described property and premises unto the said Terrell Timerman, his heirs and assigns forever, so that neither I nor my heirs, legal representatives or assigns shall at any time hereafter have, claim or any right or title to the aforesaid property, premises or appurtenances, or any part thereof.

EXECUTED this the 6th day of March, 1981.

*Jessie Lee Bell Fowler*  
Jessie Lee Bell Fowler

**7005.1.**

Travis County, Tex  
72



**DEED RECORDS**

THE STATE or TEXAS 1

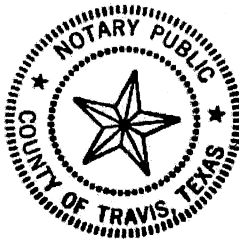
COUNTY OF TRAVIS 1

2-52-2574

BEFORE ME, the undersigned Authority, on this day personally appeared  
 Jessie Lee Bell Fowler, known to me to be the person whose name is subscribed  
 to the foregoing instrument, and acknowledged to me that she executed the same  
 for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND

AND SEAL OF



Notary \_\_\_\_\_  
 this \_\_\_\_\_  
 of March, 1981.

n an or T v

County,  
TexasOFFICE on  
the 6th day

ELIZABETH A. BYRNE, Notary Public in Travis County, Texas  
 My Commission Expires November 14, 1981

NOTARY SO'

73351.

TUE RIPPY SVRVF.VINGCOMP  
 r.o. DOX111111

CLINTON'S RIPPY  
CLINTON L. RIPPY  
REGISTERED PUBLIC ACCOUNTANT

N. TAAH TAYO!  
AUÄTN. 020-0113

December 23, 1980

Field Notes describing a tract of land containing 0.98 of an acre out of and a part of the Greenbury Gates Survey No. 63, situated in Travis County, Texas, said 0.93 acre tract being more particularly described as being a portion of that certain tract of land conveyed to Cecile Hague by deed of record in Volume 560 Page 7 of the Travis County, Texas Deed Records, said 0.98 acre tract being further described as? being a portion of that certain channel easement described as tract No. 2 in an easement from Cecile W. Hague to the State Of Texas, dated July 27, 1939, and found of record in Volume

622, Page 449 of the Travis County, Texas Deed Records, said 0.98 acre tract being more fully described by metes and bounds as follows;

BEGINNING at a concrete right-of-way marker found at the northeast corner intersection of U. S. Highway No. 290 and Farm to-Market Road No. 973 for the southwest corner of the tract herein described, said point also being at the northwest corner of that certain tract of land described as 4.959 acres in a deed of record in Volume 3269, Page 1645 of the Travis County, Texas Deed Records ;

~~THENCE with the east right-of-way line of said F. M. 973 the following two~~  
(2) courses;

- i. N 09 ° -26' W 120.54 feet to a concrete right-of-way marker . found ;
2. N 30 ° -59' E 294.68 feet to a point in the north line of the above said channel easement for the northwest corner of the tract herein described;

THENCE leaving said F. M. 973 and with the north line of said easement S 58 ° -27' E 72.63 feet to a point at the northeast corner of said easement for the northeast corner of the 0.98 acre tract herein described;

THENCE the east line of said easement S 15 ° -30' W 347.04 feet to a point in the present north right-of-way line of the above said U. S. Highway No. 290 for the southeast corner of the 0.98 acre tract herein described;

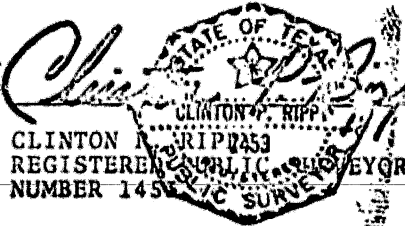
Con't.

Exhibit "A" Page 1

THENCE with the present north right-of-way line of said highway, same being the north line of the above said 4.959 acre tract, N 89 ° -30' W 101.08 feet to the place of BEGINNING containing 0.98 of an acre of land.

. I hereby certify that the foregoing notes wc; c compiled partially from surveys made on the ground and wore partially computed, they are true and correct to the best of my ability, this the 23rd day of December, 1981.

2-52-2576



FILED

MAR 9 3 46 PM '81

*Doris H. Hargrave*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

Exhibit

Page 2

STATE OF TEXAS  
I hereby certify that this instrument was FILED on the  
date and at the time stamped herein by me, and was duly  
recorded, in the Volume and Page of the record indexes  
of Travis County, Texas, as stamped herein by me, on



MAR 9 1981

*Doris H. Hargrave*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

7355

\*151

**EXHIBIT "B" TO ANNEXATION PETITION  
DRAFT SERVICE AGREEMENT  
[FOLLOWS THIS PAGE]**

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

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

### RECITALS

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

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

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

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

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

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

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

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

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[signature pages follow]*

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

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

**LANDOWNER(S):**

Geraldine Timmermann, an individual residing in Texas

**By:** Barth Timmermann,  
Acting under Power of Attorney

**Name (print):** Barth Timmermann

**Title:** Power of Attorney

**Date:** 9/20/23

SCALE: 1" = 100'

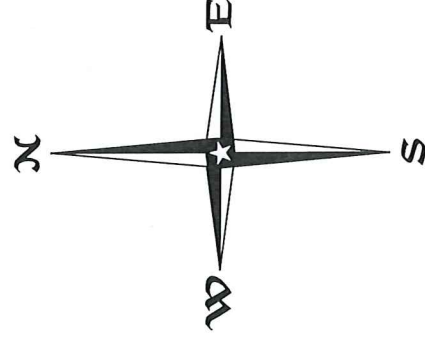
## Legend

- 1/2" Iron Rod Set with plastic cap imprinted "Holt Carson, Incorporated"
- 1/2" Iron Rod Found with plastic cap imprinted as noted hereon
- 1/2" Iron Rod Found
- Sanitary Sewer Manhole
- Sign
- Telephone Pedestal
- Sanitary Cleanout
- Wire Fence
- Overhead Utility Line
- (Record Bearing and Distance)

### FLOOD ZONE CLASSIFICATION

All of this property lies within Zone AE (areas determined to be within the 100 year flood plain) according to the Federal Emergency Management Agency, Flood Insurance Rate Map Panel No. 48453C0485J, dated August 18, 2014.

Orientation for this survey is based upon the State Plane Coordinate System (4203- Texas Central Zone) All distances shown hereon are surface values.



REFERENCE POINT

(27.4 ACRES)  
Ozzie Monroe, et ux  
Warranty Deed  
Volume 5278 Page 1904

S62°03'39"E 636.11'  
S58°44'E 636.62'  
S69°21'E  
Varies = 636.11'

24" concrete  
drainpipes

Aerial Easement  
Height of R.O.W. is Above: 20' Vertically  
Width: 10' Length: 928'  
Bluebonnet Electric Cooperative, Inc.  
Document No. 2004.179904

TRACT FIVE  
(31.889 ACRES)  
TIMMERMANN COMMERCIAL INVESTMENTS, LP  
SPECIAL WARRANTY DEED  
DOCUMENT NO. 2020230923  
(33.34 Acres)

described by metes and bounds in  
Volume 7335 Page 455  
save and except  
(1.461 Acres)  
Agreed Judgment  
Document No. 1999073674

0.98 ACRE  
SURVEYED  
Terrell Timmermann  
(0.98 Acre)  
Volume 7335 Page 448

PLACE OF BEGINNING

remaining portion of  
Tract No. 2  
Channel Easement  
State of Texas  
Volume 622 Page 449

Easement  
Width: 17' Length: 124'  
Bluebonnet Electric Cooperative, Inc.  
Document No. 2004.179904

fireworks  
stand

N13°22'55"W  
120.54'  
(N09°26'W)  
(120.54')

24" concrete  
drainpipe

S87°12'05"W 442.22'  
direct tie

S87°12'05"W  
101.08'  
(N89°30'W)  
(101.08')  
four (4)  
box culverts  
7'H X 8'W

guardrail on concrete

edge of pavement

U.S. HIGHWAY 290 (R.O.W. VARIES)

F.M. HIGHWAY 978 (R.O.W. VARIES)

### SURVEY MAP OF

0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315  
IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS  
CONVEYED TO TERRELL TIMMERMANN BY QUITCLAIM DEED RECORDED IN VOLUME 7335,  
PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

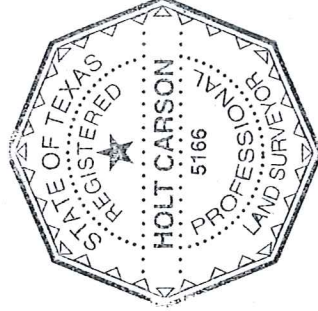
see accompanying field note description

SURVEYED: OCTOBER 10, 2022.

BY

*Holt Carson*

Holt Carson  
Registered Professional Land Surveyor No. 5166



HOLT CARSON, INCORPORATED  
PROFESSIONAL LAND SURVEYORS  
1904 FORTVIEW ROAD  
AUSTIN, TX 78704  
(512) 442-0990

Texas Licensed Surveying Firm Registration No. 100

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A 1130016

Item 3.



# HOLT CARSON, INCORPORATED

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

Texas Licensed Surveying Firm Registration No. 10050700

e-mail: [survey@hciaustin.com](mailto:survey@hciaustin.com)

October 28, 2023

**FIELD NOTE DESCRIPTION OF 0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMAN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**BEGINNING FOR REFERENCE** at a ½" iron rod found in the Southeast right-of-way line of F.M. Highway 973 at the West or Southwest corner of that certain (27.4 acre) tract of land as conveyed to Ozzie Monroe, et ux by Warranty Deed recorded in Volume 5278, Page 1904 of the Official Public Records of Travis County, Texas, same being an angle corner of that certain (31.889 acre) tract of land, identified 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, from which a ½" iron rod found at the South or Southeast corner of said (27.4 acre) Monroe tract, same being an angle corner of said (31.889 acre) Timmermann "Tract Five" bears, S 62 deg. 03'39" E 636.26 ft.;

**THENCE** with the Southeast right-of-way line of F.M. Highway 973 and with the Northwest line of said (31.889 acre) Timmermann "Tract Five" S 27 deg. 44'25" W 645.16 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at an angle corner of said (31.889 acre) Timmermann "Tract Five", same being the Northwest corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by Quitclaim Deed Recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas and being the Northwest corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** leaving the Southeast right-of-way line of F.M. Highway 973 with the common lines of said (31.889 acre) Timmermann "Tract Five" and said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) S 62 deg. 16'52" E 72.63 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set for the Northeast corner of said (0.98 acre) Timmermann tract, same being the Northeast corner of the herein described tract;

**0.98 Acre**

**End of Page 1 of 2**



0.98 Acre  
Page 2 of 2

- 2.) **S 12 deg. 04'31"W 347.04 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set in the North right-of-way line of U.S. Highway 290 at the Southwest corner of said (31.889 acre) Timmermann "Tract Five", same being the Southeast corner of said (0.98 acre) Timmermann tract and being the Southeast corner 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 (0.98 acre) Timmermann tract, **S 87 deg. 12'05" W 101.08 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at the intersection of the North right-of-way line of U.S. Highway 290 and the Southeast right-of-way line of F.M. Highway 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract, from which a ½" iron rod found at the intersection of the North right-of-way line of U.S. Highway 290 and the Northwest right-of-way line of F.M. Highway 973 bears, **S 87 deg. 12'05"W 442.22 ft.** (direct tie) ;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the Southeast right-of-way line of F.M. Highway 973 and with the Southwest and Northwest lines of said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **N 13 deg. 22'55" W 120.54 ft.** to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Incorporated";  
2.) **N 27 deg. 44'25" E 294.68 ft.** to the **PLACE OF BEGINNING** and containing **0.98 acre** of land.

SURVEYED: October 10, 2022



Holt Carson  
Registered Professional Land Surveyor No. 5166  
Reference Map: A 1130016





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 3, 2024  
**PREPARED BY:** Pauline Gray, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to a Construction Contract for the One-Time Capital Metro BCT Funded Paving Improvements Project.

### BACKGROUND/SUMMARY:

Bids were publicly opened and read on November 28, 2023, for the above-referenced project. The improvements consist of mill and overlay and hot mix asphalt concrete in selected areas. As reflected on the attached Bid Tabulation, five bids were received. The low bidder was Asphalt Inc., LLC dba Lone Star Paving Company. The process of verifying the Contractor's qualifications has been completed. Based on submitted project information, previous work on similar type of projects, and project references Asphalt Inc., LLC dba Lone Star Paving Company. has extensive experience with street paving improvements.

**LEGAL REVIEW:** Yes – Deron Henry, Associate Attorney  
**FISCAL IMPACT:** Yes, funding through Cap Metro BCT and Street Department Funds  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Recommendation of Award with Bid Tabulation
- Agreement
- 1295 Form

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve and award the construction contract for the One-Time Capital Metro BCT Funded Paving Improvements project to Asphalt Inc., LLC doing business as Lone Star Paving Company in the amount of \$579,457.90.

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



Mailing Address:  
9601 Amberglen Blvd. #109  
Austin, TX 78729

December 22, 2023

Honorable Dr. Christopher Harvey, Mayor  
City of Manor  
P.O. Box 387  
Manor, TX 78653

Re: One-Time Capital Metro BCT Funded Paving Improvements  
Letter of Award Recommendation

Dear Mayor Harvey:

Bids were publicly opened and read on November 28, 2023, for the above-referenced project. As reflected in the attached Bid Tabulation, five (5) bids were received. The lowest bidder was Asphalt Inc., LLC dba Lone Star Paving Company.

The low bid for all Base Bid was below the estimated project budget. Following consultation with City Staff, the Base Bid was determined to be within a fundable range.

Following our review of the contractor qualification information provided, we can therefore recommend the City award a construction contract to Asphalt Inc. LLC dba Lone Star Paving Company in the amount of \$579,457.90 for all Base Bid work, with final amounts dependent on actual installed quantities.

We have prepared an Agreement for signature by you in the event the City Council votes to follow this recommendation. Once the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within ten (10) days of the Notice to Proceed and substantially complete the project within ninety (90) calendar days, excluding any justified delays.

Please let us know if you have any questions in this regard.

Sincerely,

Pauline M. Gray, P.E.

PMG/s

Attachments

PN: 15452

Bid Tabulation  
Bid Date: 11/28/2023

Project: Cap Metro One-Time Funded - 15452  
Checked by: Tyler Shows, E.I.T.

				Lonestar Paving		Alpha Paving		Texas Materials Group		Bennett Paving		Jerdon Enterprise	
Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Item Cost	Unit Price	Total Item Cost	Unit Price	Total Item Cost	Unit Price	Total Item Cost	Unit Price	Total Item Cost
Base Bid Items													
1	1	LS	Traffic Control Plan and controls, complete and in place, per Lump Sum.	\$ 10,500.00	\$ 10,500.00	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00	\$27,000.00	\$27,000.00
2	2	EA	Project Sign including posts, installation and removal, complete and in place per Each.	\$ 1,650.00	\$ 3,300.00	\$ 350.00	\$ 700.00	\$ 1,500.00	\$ 3,000.00	\$ 3,500.00	\$ 7,000.00	\$1,200.00	\$2,400.00
Lexington Boulevard - North of US 290 to City Limits - Mill and Overlay													
3	19,678	SY	Milling Asphaltic Concrete Pavement	\$ 1.55	\$ 30,500.90	\$ 4.00	\$ 78,712.00	\$ 3.00	\$ 59,034.00	\$ 2.75	\$ 54,114.50	\$3.75	\$73,792.50
4	19,678	SY	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 17.00	\$ 334,526.00	\$ 15.65	\$ 307,960.70	\$ 15.30	\$ 301,073.40	\$ 18.00	\$ 354,204.00	\$18.00	\$354,204.00
5	1	LS	Restriping of Roadway	\$ 20,000.00	\$ 20,000.00	\$ 19,300.00	\$ 19,300.00	\$ 19,275.00	\$ 19,275.00	\$ 20,000.00	\$ 20,000.00	\$27,025.00	\$27,025.00
6	3	EA	Wastewater Manhole Adjustment (18" max.) complete and in place,per Each.	\$ 2,500.00	\$ 7,500.00	\$ 500.00	\$ 1,500.00	\$ 4,500.00	\$ 13,500.00	\$ 1,500.00	\$ 4,500.00	\$950.00	\$2,850.00
7	6	EA	Pavement Markers - fire hydrants	\$ 9.25	\$ 55.50	\$ 90.00	\$ 540.00	\$ 9.00	\$ 54.00	\$ 9.00	\$ 54.00	\$5.75	\$34.50
8	1	LS	Installation of Speed Humps by Golf Cart Crossing	\$ 19,000.00	\$ 19,000.00	\$ 20,860.00	\$ 20,860.00	\$ 17,500.00	\$ 17,500.00	\$ 15,000.00	\$ 15,000.00	\$25,000.00	\$25,000.00
9	2	EA	New to existing pavement joints	\$ 107.00	\$ 214.00	\$ 300.00	\$ 600.00	\$ 750.00	\$ 1,500.00	\$ 1,000.00	\$ 2,000.00	\$6,500.00	\$13,000.00
10	8	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 27.00	\$ 216.00	\$ 300.00	\$ 2,400.00	\$ 750.00	\$ 6,000.00	\$ 500.00	\$ 4,000.00	\$1,750.00	\$14,000.00
Shadowglen Boulevard - North of US 290 to City Limits - Mill and Overlay													
11	6,365	SY	Milling Asphaltic Concrete Pavement	\$ 2.40	\$ 15,276.00	\$ 4.22	\$ 26,860.30	\$ 3.00	\$ 19,095.00	\$ 2.75	\$ 17,503.75	\$3.75	\$23,868.75
12	6,365	SY	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 19.50	\$ 124,117.50	\$ 16.00	\$ 101,840.00	\$ 15.30	\$ 97,384.50	\$ 18.00	\$ 114,570.00	\$18.00	\$114,570.00
13	1	LS	Restriping of Roadway	\$ 9,000.00	\$ 9,000.00	\$ 9,408.00	\$ 9,408.00	\$ 8,250.00	\$ 8,250.00	\$ 10,000.00	\$ 10,000.00	\$13,225.00	\$13,225.00
14	2	EA	Wastewater Manhole Adjustment (18" max.) complete and in place,per Each.	\$ 2,500.00	\$ 5,000.00	\$ 500.00	\$ 1,000.00	\$ 4,500.00	\$ 9,000.00	\$ 1,500.00	\$ 3,000.00	\$950.00	\$1,900.00
15	4	EA	Pavement Markers - fire hydrants	\$ 9.25	\$ 37.00	\$ 60.00	\$ 240.00	\$ 9.00	\$ 36.00	\$ 9.00	\$ 36.00	\$5.75	\$23.00
16	1	EA	New to existing pavement joints	\$ 107.00	\$ 107.00	\$ 300.00	\$ 300.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$11,000.00	\$11,000.00
17	4	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 27.00	\$ 108.00	\$ 300.00	\$ 1,200.00	\$ 750.00	\$ 3,000.00	\$ 500.00	\$ 2,000.00	\$2,250.00	\$9,000.00
				Total Base Bid =	\$ 579,457.90	Total Base Bid =	\$ 593,421.00	Total Base Bid =	\$ 593,451.90	Total Base Bid =	\$ 658,982.25	Total Base Bid =	\$ 712,892.75

## AGREEMENT

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

§

**THIS AGREEMENT** is made and entered into on this 3<sup>rd</sup> day of the month of January 2024, by and between the **City of Manor, Texas**, a home-rule city and municipal corporation with principal offices located at 105 E. Eggleston St., Manor, Texas, Travis County, Texas, (hereinafter referred to as "**Owner**" or the "**City**"), and **Asphalt Inc, LLC dba Lone Star Paving Company**, with principal offices located at 11675 Jollyville Road, #150, Austin, TX 78759 (hereinafter referred to as "**Contractor**").

That, for and in consideration of the mutual terms, conditions and covenants of this Agreement and the accompanying documents between Owner and Contractor and for and in consideration of payments as set forth therein, Contractor hereby agrees to commence and complete the following Project: **ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS** (hereinafter, the "Project"), consisting of furnishing all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to construct and complete the **Project** together with any and all extra work as described in the drawings, maps, plans, and specifications, in accordance with Instructions to Bidders, the Notices to Bidders, the General Conditions, the Special Conditions, the Bid Proposal, technical specifications, maps and plans, Performance bond, Payment bond, and other drawings and printed or written explanatory matter thereof, and the addenda thereof, all as approved by the Owner, all of which are made a part hereof, incorporated into this Agreement, and collectively evidence and constitute the entire contract (the "**Contract Documents**").

Contractor hereby agrees to commence Work within ten (10) calendar days following the date contained in the Notice to Proceed issued by Owner, and Contractor hereby agrees to substantially complete same within **NINETY (90)** calendar days for completion of pavement work as detailed in the Contract Documents, after the date contained in the Notice to Proceed.

Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

Owner agrees to pay Contractor from available funds for satisfactory performance of this Agreement the price or prices as shown in the Bid Proposal submitted by the Contractor for the Project, which forms a part of this contract and has been approved by the Owner, in the total amount of \$579,457.90, (five hundred seventy-nine thousand four-hundred fifty-seven dollars and ninety cents) subject to proper additions and deductions (the "**Contract Amount**"), all as provided in the General Conditions and Special Conditions of the Contract Documents, and Owner agrees to make payments on account thereof as provided therein. Lack of funds shall render this Agreement null and void to the extent funds are not available.

Contractor agrees that time is of the essence in this Agreement and for each calendar day of delay beyond the time established for completion of the work specified in the Contract Documents the Owner may withhold from Contractor's compensation the sum of One Thousand Dollars (\$1000.00) as stipulated damages for the delay.

Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Travis County, Texas.

This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.

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, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (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.

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, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

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

Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form

1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

**IN WITNESS WHEREOF**, both parties have caused this Agreement to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated below.

OWNER

CONTRACTOR

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

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

Mayor, City of Manor, Texas

Printed Name: Dr. Christopher Harvey

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

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

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

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

**ATTEST:**

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

Lluvia T. Almaraz, City Secretary, City of Manor





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 3, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on authorizing a resolution of support to the Central Texas Regional Mobility Authority for U.S. 290 Highway Corridor Improvements.

### BACKGROUND/SUMMARY:

The City Council is being requested to direct staff to prepare a resolution of support for the Central Texas Regional Mobility Authority (CTRMA) Board of Directors and Executive Director. This initial action by the City Council would be one of many steps taken in 2024 for our organization to actively advocate and participate in the process of conducting a feasibility study for the expansion of US290 from SH130 Toll eastbound past FM973 to Travis/Bastrop County lines that could include the City of Elgin. The US290 corridor through the City of Manor generates over 62,000 vehicles per day. With an estimated 14,400 new homes planned for the community, this will increase the city's population by an estimated 43,200 new residents over the next 7 to 10 years. The city has requested TXDOT officials to add the eastern Travis County portion of the US290 corridor improvements to their long-range list of capital projects, which no proposed project has been included on any of TXDOT's current or proposed 10 year Unified Transportation Plans.

Preparing a resolution of support to the CTRMA for the US290 corridor would allow the appropriate preliminary environmental studies to be initiated for the project to be included in future capital improvement plans. This proposed project should garner support from County Commissioner Jeff Travillion and the Commissioners Court in preparing a resolution of support to CTRMA as well. A preliminary study is a high-level assessment that is needed to evaluate the best approach to expanding the highway within the existing right-of-way limits and identify any environmental constraints while understanding the community and economic goals during the planning phase of the study.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Draft Resolution of Support CTRMA

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council direct staff to prepare a resolution of support to the Central Texas Regional Mobility Authority for U.S. 290 Highway Corridor Improvements.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 3, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the confirmation, ratification and approval of a letter agreement with Greenview Development 973, LP for the conveyance of a Waterline and Temporary Construction Easement and acceptance of the Easements; authorizing the City Manager to take all actions necessary to accept conveyance of the Easements.

### BACKGROUND/SUMMARY:

The City is acquiring easements for the construction of the 290/973 Waterline Project. The City and landowner reached an agreement on terms of the conveyance. The landowner is donating the easements in exchange for the City agreeing to complete the waterline by a date certain. The conveyance agreement needed to be signed and easement recorded last week on 12/28/2023 prior to final plat recordation to avoid delays and added costs to the City to resurvey the easements. The conveyance agreement and easement were signed at the recommendation of the City Attorney and the City's eminent domain attorney. The easements are needed for the completion of the waterline project. The FM973 waterline project was included in the 2021 Bond issuance and will complete a loop in our water distribution system that will improve our service delivery along the 973 corridor. When we receive cooperation from landowners and developers to donate utility easements for our projects, these are savings that we can report and highlight once the projects have been completed.

**LEGAL REVIEW:** Yes, Paige Saenz, City Attorney, and Kent Sick, eminent domain attorney  
**FISCAL IMPACT:** The easements are being donated.  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Agreement addressing conveyance of the waterline and temporary construction easements
- Waterline easement and temporary construction easement

### STAFF RECOMMENDATION:

It is the city staff's recommendation that Council authorize, confirm and ratify the approval of a letter agreement with Greenview Development, LP for the for the conveyance of a Waterline and Temporary Construction Easement and acceptance of the Easements and the City Manager to take all actions necessary to accept conveyance of the Easements.

Motion language: "I move that the Council authorize, confirm and ratify the approval of a letter agreement with Greenview Development, LP for the for the conveyance of a Waterline and Temporary Construction Easement and acceptance of the Easements and the City Manager to take all actions necessary to accept conveyance of the Easements."



Greenview Development 973, L.P.  
501 Vale Street  
Austin, TX

Re: Waterline being usable for Lot #10

Ladies and Gentlemen:

This letter agreement (this “**Letter**”) sets forth our additional understandings regarding the **WATERLINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** attached hereto as **Exhibit A** and the easement granted therein (the “**Easement**” or “**Utility Easement**”) to the **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas (the “**City**”) by Greenview Development 973, L.P., a Texas limited partnership (the “**Grantor**”) across, along, under, upon, through, and within the tract of land described in the Utility Easement (the “**Easement Tract**”). In consideration of the Grantor’s agreement to convey the Easement to the City across, along, under, upon, through, and within the Utility Easement and the Easement Tracts, the City agrees as follows:

1. The City will have the water line completed at a minimum up to the easterly boundary line of the Easement Tract, and functioning as a water line, with water usable for Lot #10 on or before December 1, 2024.
2. Notwithstanding anything to the contrary elsewhere in this Letter, in the event of any failure of either party to comply with or perform under any of the terms, conditions, or provisions hereof and/or either party’s interference with, or endangerment, impairment, obstruction, or restriction of, any of the rights of the other party under this Letter, such party, in addition to any and all rights or remedies available to it at law or in equity, shall be entitled to obtain mandamus relief (temporary or permanent) commanding compliance with and performance of the terms, conditions, and provisions of this Letter, but not without the necessity of proof of inadequacy of legal remedies or irreparable harm, and the need to post a bond.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653  
(T) 512.272.5555 • (F) 512.272.8636 • WWW.MANORTX.GOV



3. The individuals signing this Letter on behalf of Grantor and the City, respectively, each represent that he/she has the requisite authority to bind the Grantor and the City, respectively. This letter will apply to, and be enforceable by, the successors and assigns of Grantor and City.
4. To the extent of any conflict between the Easement and this Letter, this Letter shall control.
5. This Letter may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one document.

THIS LETTER IS ACCEPTED AND AGREED TO

this 27<sup>th</sup> day of December, 2023.

**GRANTOR:**

**GREENVIEW DEVELOPMENT 973, L.P.,**  
a Texas limited partnership

By: GREENVIEW DEVELOPMENT  
CORPORATION, a Texas corporation, its  
General Partner

By: \_\_\_\_\_  
Barth Timmerman, President

Date: December 27, 2023

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653  
(T) 512.272.5555 • (F) 512.272.8636 • WWW.MANORTX.GOV




THIS LETTER IS ACCEPTED AND AGREED TO

this 27<sup>th</sup> day of December, 2023.

THE CITY:

**City of Manor, Texas,**  
a Texas home-rule municipality situated in  
Travis County, Texas

By:   
Scott Moore, City Manager

Date: December 27, 2023

Attachments:

Exhibit A- Utility Easement



## WATERLINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

That, **Greenview Development 973, L.P., a Texas limited partnership ("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 a water pipeline, facilities, valves, connections therewith, and all necessary appurtenances thereto (the "**Project**"), upon and across all or any portion of the following described property:

A tract of land consisting of 2,136 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibit "A," Page 1 of 4, hereby incorporated by reference and made a part hereof for all purposes, with said 2,136 square foot 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 construction easement over that certain 15' wide strip of land abutting the **Permanent Easement** to the south, being approximately 2,507 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A," Page 2 of 4, (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed eight (8) months, commencing upon May 15, 2024 and automatically terminating upon the earlier of **Grantee's** completion of the **Project** or January 15, 2025, whichever date first occurs. **Grantee** shall have the right to utilize any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**. The **Permanent Easement** and the **Temporary Construction Easement** are referred to herein collectively as the "**Easements**."

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 the **Project**.

**Grantee** shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Easements**. **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 **Permanent Easement** for any and all purposes not inconsistent with the purposes set forth in this agreement. Specifically, **Grantor** retains the right to (i) place, construct, operate, repair, replace and maintain roadways, driveways, landscaping, fencing, parking, and signage on, in, under, over and across the **Permanent Easement**, and (ii) construct or locate in a near perpendicular fashion, utilities across, but not along or solely along, within or under the **Easements** maintaining standard utility distance separation as per the City of Austin Utility Criteria Manual, so long as such uses do not unreasonably interfere with or prevent **Grantee's** use of the **Permanent Easement**. **Grantee** will not in any circumstance be obligated to relocate **Grantee's Project** facilities to accommodate any of **Grantor's** actual or proposed permitted uses of within the **Easements**. **Grantor** may not use the **Permanent Easement** or **Temporary Construction Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the **Easements** if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the **Easements** for the **Project**.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **Easements**.

**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 and shall restore the surface of the **Easements** as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the **Easements** were found immediately before construction began; however, **Grantor** shall not be obligated to replace vegetation other than groundcover.

**Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Construction Easement** area at **Grantee's** sole cost and expense, 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** use of the **Easements** granted hereunder, except that **Grantee** shall not be obligated to replace trees.



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 **Easements**, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** successors and assigns forever; and **Grantor** does hereby bind **Grantor**, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the **Easements** unto **Grantee** and **Grantee's** successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under **Grantor**, but not otherwise, together with the privilege at any and all times to enter said **Easements**, or any part thereof, for the purpose of the **Project**; subject, however, to all valid and subsisting easements, reservations, covenants, restrictions and other documents or matters related to the **Easements**, to the extent, and only to the extent, that the same are valid and enforceable against the **Easements** as of the date hereof, and either shown by instruments filed in the official Public Records of Travis County, Texas, or visible or apparent on the ground that a true, correct and current survey would reveal.

**GRANTOR:**

**GREENVIEW DEVELOPMENT 973, L.P.,**  
a Texas limited partnership

By: GREENVIEW DEVELOPMENT  
CORPORATION, a Texas corporation, its  
General Partner

By: Barth Timmerman  
Barth Timmerman, President

Date: 12/28/23

**GRANTEE:**

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

By:

Scott Moore  
Scott Moore, City Manager

Date:

December 28, 2023

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

STATE OF TEXAS

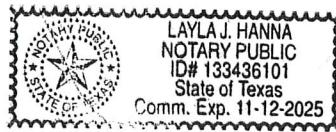
§

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COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the 28th day of December, 2023, by Barth Timmerman, President of Greenview Development Corporation, a Texas corporation, General Partner of Greenview Development 973, L.P., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS

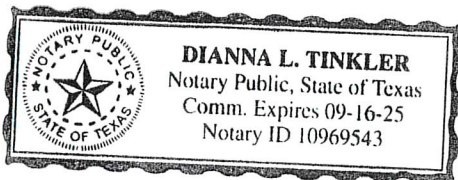
§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the 28 day of December, 2023, by Scott Moore, City Manager of the City of Manor, Texas, a Texas home-rule municipality, on behalf of said City.



Dianna L. Tinkler  
Notary Public, State of Texas

**FIELD NOTES FOR A 2,136 SQUARE FOOT WATERLINE EASEMENT:**

A **2,136 Square Foot** tract of land situated in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, and being a part of the remaining portion of a colored 3.62 Acre tract of land conveyed to Greenview Development 973, L.P., in Document No. 2006207224 of the Office/ Public Records of Travis County, Texas. Said 2,136 square foot tract, as shown hereon, being more particularly described by metes and bounds as follows:

**BEGINNING** at a calculated point in the common line of said remainder and Lot 9, LDG Commons At Manor Village, a plot of record in Document No. 201800236 of the Office/ Public Records of Travis County, Texas, from which a 1/2" iron rod with a pink cap stamped "BRYAN TECH SERVICES" found marking the beginning of a curve in said common line, bears N 02° 35' 38" W, a distance of 6.74 feet;

**THENCE** S 02° 35' 38" E, with said common line, a distance of **15.00 feet**, to a point for corner;

**THENCE** crossing into said remainder, the following three (3) courses:

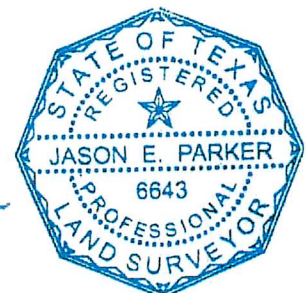
1. **S 87° 12' 20" W**, a distance of **116.16 feet**, to a calculated point for corner,
2. **N 47° 24' 58" W**, a distance of **25.20 feet**, to a calculated point for corner, and
3. **N 90° 00' 00" W**, a distance of **13.24 feet**, to a calculated point in the common line between said remainder and the remainder of a colored 3.017 Acre tract conveyed to Greenview Development 973, L.P. in Document No. 2009176562 of the Office/ Public Records Of Travis County, Texas, from which, a 1/2" iron rod with yellow cap (illegible stamping) found marking the on the southwest corner of said 3.017 acre tract bears S 58° 12' 40" W, a distance of 951.89 feet;

**THENCE** N 58° 12' 40" E, with said common line, a distance of **24.88 feet** to a calculated point on said common line, from which the calculated common north corner of said 3.62 acre remainder tract and said 3.017 acre remainder tract, some being on the south right-of-way line of U.S. Highway 290, a variable width Right of Way recorded in Volume 622, Page 450 of the Deed Records of Travis County, Texas bears N 58° 12' 40" E, a distance of 12.17 feet, and from said calculated common north corner, a Texas Department of Transportation Type I concrete right-of-way marker found bears N 02° 47' 14" W, a distance of 1.00 feet, for reference;

**THENCE** crossing into said 3.62 acre remainder tract, the following two (2) courses:

1. **S 47° 24' 58" E**, a distance of **21.98 feet**, to a calculated point for corner, and
2. **N 87° 12' 20" E**, a distance of **109.95 feet**, to the **POINT OF BEGINNING** and containing **2,136 square feet** of land, more or less.

Boundaries are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



**FIELD NOTES FOR A 2,507 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:**

A **2,507 Square Foot** tract of land situated in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, and being a part of the remaining portion of a colored 3.62 Acre tract of land conveyed to Greenview Development 973, L.P., in Document No. 2006207224 of the Office/ Public Records of Travis County, Texas. Said 2,507 square foot tract, as shown hereon, being more particularly described by metes and bounds as follows:

**BEGINNING** at a calculated point in the common line of said remainder and Lot 9, LDG Commons At Manor Village, a plot of record in Document No. 201800236 of the Office/ Public Records of Travis County, Texas, from which a 1/2" iron rod with a pink cap stamped "BRYAN TECH SERVICES" found marking the beginning of a curve in said common line, bears N 02° 35' 38" W, a distance of 21.74 feet;

**THENCE** S 02° 35' 38" E, with said common line, a distance of **15.00 feet**, to a point for corner;

**THENCE** crossing into said remainder, the following three (3) courses:


1. **S 87° 12' 20" W**, a distance of **122.38 feet**, to a calculated point for corner,
2. **N 47° 24' 58" W**, a distance of **25.63 feet**, to a calculated point for corner, and
3. **N 90° 00' 00" W**, a distance of **31.60 feet**, to a calculated point in the common line between said remainder and the remainder of a colored 3.017 Acre tract conveyed to Greenview Development 973, L.P. in Document No. 2009176562 of the Office/ Public Records Of Travis County, Texas, from which, a 1/2" iron rod with yellow cap (illegible stamping) found marking the original southwest corner of said 3.017 acre tract bears S 58° 12' 40" W, a distance of 923.42 feet;

**THENCE** N 58° 12' 40" E, with said common line, a distance of **28.47 feet** to a calculated point on said common line, from which the calculated common north corner of Said 3.62 acre remainder tract and said 3.017 acre remainder tract, some being on the south right-of-way line of U.S. Highway 290, a variable width Right of Way recorded in Volume 622, Page 450 of the Deed Records of Travis County, Texas bears N 58° 12' 40" E, a distance of 37.05 feet, and from said calculated common north corner, a Texas Department of Transportation Type I concrete right-of-way marker found bears N 02° 47' 14" W, a distance of 1.00 feet, for reference;

**THENCE** crossing into said 3.62 acre remainder tract, the following three (3) courses:

1. **S 90° 00' 00" E**, a distance of **13.24 feet**, to a calculated point,
2. **S 47° 24' 58" E**, a distance of **25.20 feet**, to a calculated point for corner, and
3. **N 87° 12' 20" E**, a distance of **116.16 feet**, to the **POINT OF BEGINNING** and containing **2,507 square feet** of land, more or less.

Boundaries are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.




U.S. HIGHWAY NO. 290  
(VARIABLE WIDTH RIGHT-OF-WAY)  
VOL. 622, PG. 450, D.R.T.C.T.

FOUND 1/2" IRON ROD  
WITH PINK CAP STAMPED  
"BRYAN TECH SERVICES"

FOUND  
TYDOT TYPE 1  
R.O.W. MARKER  
SEE DETAIL  
PUBLIC UTILITY EASEMENT  
DOCUMENT NO. 2018182970, O.P.R.T.C.T.

GREENVIEW DEVELOPMENT 973, L.P.  
REMAINDER OF A  
CALLED 3.017 ACRES  
DOCUMENT NO. 2009176562  
O.P.R.T.C.T.

ROUND 1/2" IRON ROD  
WITH ILLEGIBLE YELLOW CAP

GREENVIEW DEVELOPMENT 973, L.P.  
REMAINDER OF A CALLED 3.62 ACRES  
DOCUMENT NO. 2006207224 O.P.R.T.C.T.

GREEN BERRY  
CATES SORLEY  
SECT/OH HQ. 63  
ABSTRACT HQ. 315  
TRACT/S COOHITY

SHFC MANOR  
LAND, LLC  
DOCUMENT  
NO. 2018184774  
O.P.R.T.C.T.

LOT 9  
LDC COMMONS AT  
MANOR VILLAGE  
DOCUMENT  
NO. 201800236  
O.P.R.T.C.T.

NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES,  
CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

Denotes W.f.  
2, 136 Square Feet

1777] Denotes T.C.E.  
J.L.L.1 2,507 Square Feet

1,356 Square Feet of Proposed Waterline Easement  
Lies Within Existing Public Utility Easement.

Scale 1"=30'

**GBA**  
architects  
engineers  
2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbateam.com  
George Butler Associates, Inc. 2023 TBP ELS FIRM #19194808

PROJECT NUMBER  
15110.01  
DATE  
12/18/2023

Exhibit "A"  
WATERLINE EASEMENT  
MANOR, TRAVIS CO., TX

SHEET NUMBER  
3 of 4

DETAIL "A,"  
(NOT TO SCALE)

**U.S. HIGHWAY NO. 290**  
**(VARIABLE WIDTH RIGHT-OF-WAY)**  
**VOL 624 PG. 45 D.R.T.C.T.**

7  
1  
NO2°47'14"W-1  
1.00'

GREENVIEW DEVELOPMENT 973, L.P.  
REMAINDER OF A  
CALLED 3.017 ACRES  
DOCUMENT NO. 2009176562  
O.P.R.T.C.T.

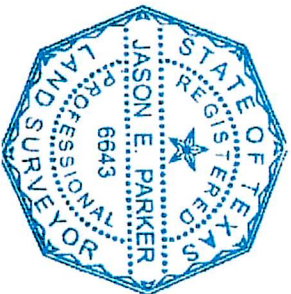
GREENVIEW DEVELOPMENT 973, L.P.  
REMAINDER OF A CALLED 3.62 ACRES  
DOCUMENT NO. 2006207224 O.P.R.T.C.T.

**LEGEND**

V	TXDOT R.O.W. MARKER FOUND AS NOTED
O	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
WE.	WATERLINE EASEMENT

This is to certify that this real property exhibit was prepared by me ~~on~~ under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.

JASON E. 12/18/2023  
REGISTERED LAND SURVEYOR NO. 6643  
STATE OF TEXAS



Line Table		
Line#	Bearing	Distance
L1	N2°35'38"W	674
L2	S2°35'38"E	15.00
L3	S87°12'20"W	11616
L4	N47°24'58"W	25.20
L5	N90°00'00"W	13.24
L6	N58°12'40"E	24.88
L7	N58°12'40"E	1217
LB	S47°24'58"E	21.98
L9	N87°12'20"E	109.95
L10	S2°35'38"E	15.00
L11	S87°12'20"W	12238
L12	N47°24'58"W	25.63
L13	S90°00'00"W	31.60
L14	N58°12'40"E	28.47

**GBA**  
**architects**  
**engineers**  
2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbateam.com  
George Butler Associates, Inc. 2023 TBPELS FIRM #10194808

PROJECT NUMBER  
15110.01

DATE  
12/18/2023

Exhibit "A"  
WATERLINE EASEMENT  
MANOR, TRAVIS CO., TX

SHEET NUMBER

4 of 4

**Parcel No. 1**  
**Project: Manor FM 973 & US 290 Water Line Project**  
**TCAD Tax ID: 526074**

**AFTER RECORDING RETURN TO:**

City of Manor  
105 E. Eggleston  
Manor, Texas 78653