



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

City Council Regular Meeting

Wednesday, July 20, 2022 at 7:00 PM

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

AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PRESENTATIONS

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

PUBLIC COMMENTS

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

PUBLIC HEARINGS

- 1. Conduct a Public Hearing on an ordinance annexing 62.84 acres, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving an Agreement for the Provision of Services for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.**
Submitted by: Scott Dunlop, Development Services Director

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

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

Submitted by: Lluvia T. Almaraz, City Secretary

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

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

Submitted by: Scott Moore, City Manager

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

REGULAR AGENDA

5. First Reading: Consideration, discussion and possible action on an ordinance annexing 62.84 acres, , more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving an Agreement for the Provision of Services for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

Submitted by: Scott Dunlop, Development Services Director

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

Applicant: Kimley-Horn and Associates

Owner: Millcreek Residential

- 7. Consideration, discussion, and possible action on a Statement of Work No. 17 to the Master Services Agreement dated October 7, 2020, with George Butler Associates, Inc. for a 210 Reuse Authorization Application to the Texas Commission on Environmental Quality (TCEQ.)**
Submitted by: Frank T. Phelan, P.E., City Engineer
- 8. Consideration, discussion, and possible action on a change order to the construction contract for the FM 973 Water and Wastewater Improvements project.**
Submitted by: Pauline M. Gray, P.E., City Engineer
- 9. Consideration, discussion, and possible action on an ordinance for the purpose of amending Rules of Procedure to govern the conduct of city council meetings; adding protection of confidential documents; amending provisions governing community response and public comments provided to committees; removing committees established by ordinance; amending section 1.04.002 of the Manor Code of Ordinances to refer to the new Rules of Procedure; and providing for related matters.**
Submitted by: Lluvia T. Almaraz, City Secretary
- 10. Consideration, discussion, and possible action on a Management Services Agreement for Cemetery Administration with Nora Sanchez.**
Submitted by: Scott Moore, City Manager
- 11. Consideration, discussion, and possible action on canceling the October 5, 2022, Regular City Council Meeting and setting a Called Special Session.**
Submitted by: Scott Moore, City Manager

EXECUTIVE SESSION

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

- *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding Capital Metropolitan Transportation Authority*

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, July 15, 2022, 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 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail lalmaraz@cityofmanor.org.

HELP STARTS HERE

Item A.



Food



Workforce & Adult Education



Transportation



Housing



Health



Mental Health & Substance Use



Parenting & Family



Financial Assistance

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

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



United Way for Greater Austin

SCAN ME!



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LA AYUDA EMPIEZA AQUÍ

Item A.



Comida



Fuerza Laboral y Educación para Adultos



Transporte



Vivienda



Salud



Salud Mental y Consumo de Sustancias



Familia



Asistencia Financiera

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

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



United Way for
Greater Austin

¡ESCANÉAME!



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AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2022
PREPARED BY: Scott Dunlop, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance annexing 62.84 acres, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving an Agreement for the Provision of Services for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

BACKGROUND/SUMMARY:

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

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

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

- Petition
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

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

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

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

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

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

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

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

NOW THEREFORE, the undersigned by this Petition and Request:

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

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

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

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

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

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

FILED, this 23rd day of March, 2022, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioners: Property Owner(s)

Jefferson Triangle Marine, L.P.

By: Palmera Properties, Inc.
General Partner



Edward P. deZevallos
President

STATE OF TEXAS §
Houston §
COUNTY OF TRAVIS §

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

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

(SEAL)





Notary Public, State of Texas

EXHIBIT "A"

Survey and Legal Lot Description attached to this coversheet



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

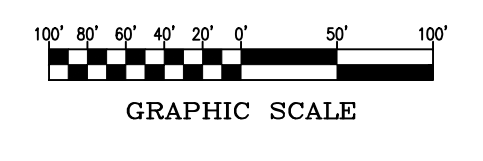
Job Number: 21-021

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

DESIGN AND BOUNDARY VERIFICATION SURVEY OF 62.805 ACRES (2,735,807 SQUARE FEET) OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY, TEXAS AND BEING ALL OF CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Table with columns: REVISIONS, DATE, DESCRIPTION. Includes project name, job number, date, and drawing file path.

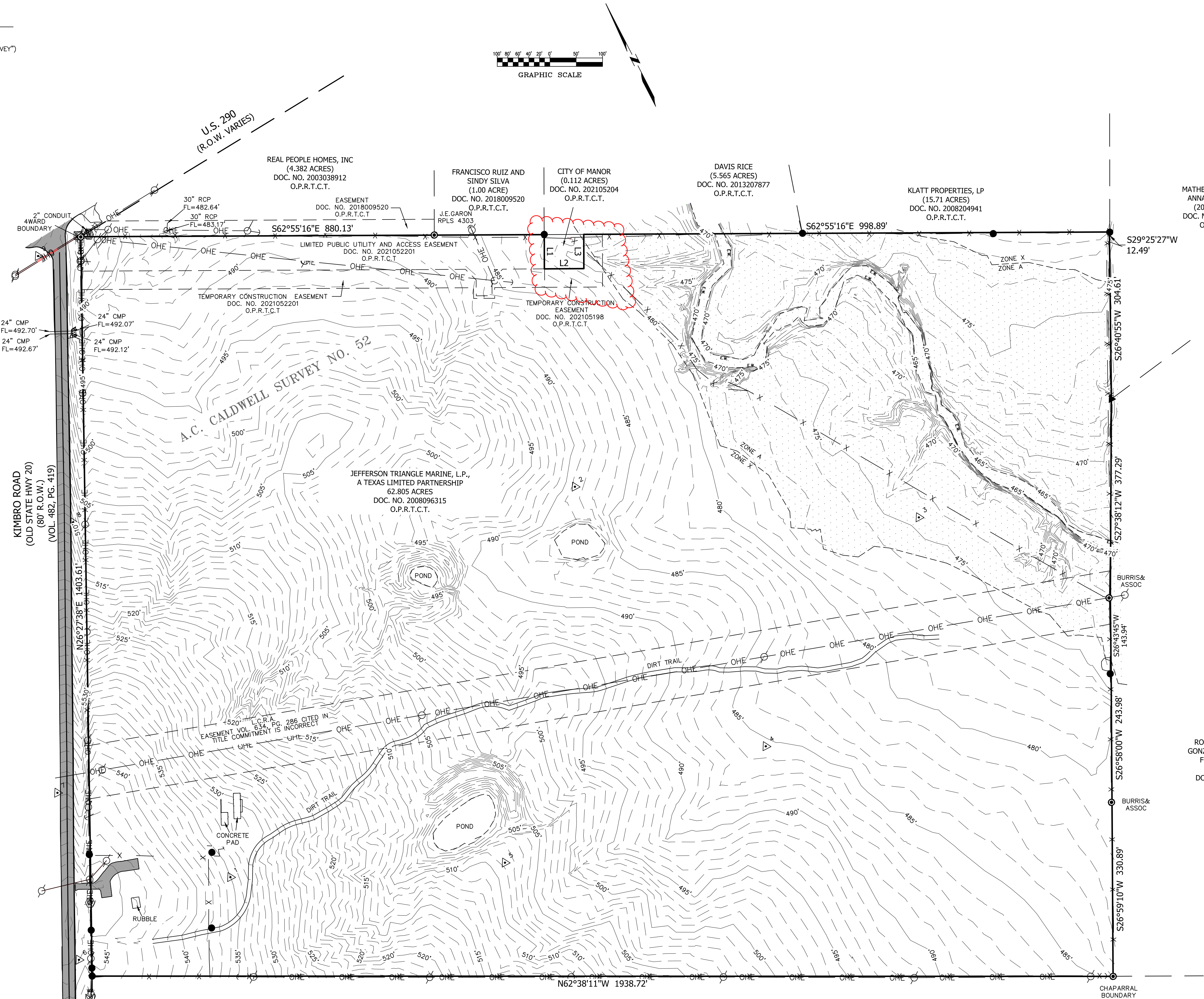
- LEGEND: 1/2" REBAR FOUND (OR AS NOTED), 1/2" REBAR WITH CAP FOUND (OR AS NOTED), 1/2" REBAR WITH CAP SET (STAMPED "LSI SURVEY"), 60D NAIL FOUND (OR AS NOTED), FENCE CORNER POST FOUND, CALCULATED POINT NOT SET, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DEED RECORDS OF TRAVIS COUNTY, TEXAS, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT, EDGE OF PAVEMENT, EDGE OF WATER, COURSES FROM RECORDS.



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

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

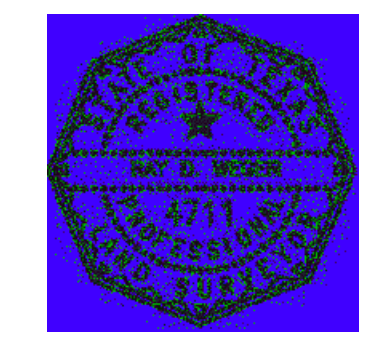
Point Table with columns: Point #, Northing, Easting, Elevation, Raw Description. Lists 9 survey points.

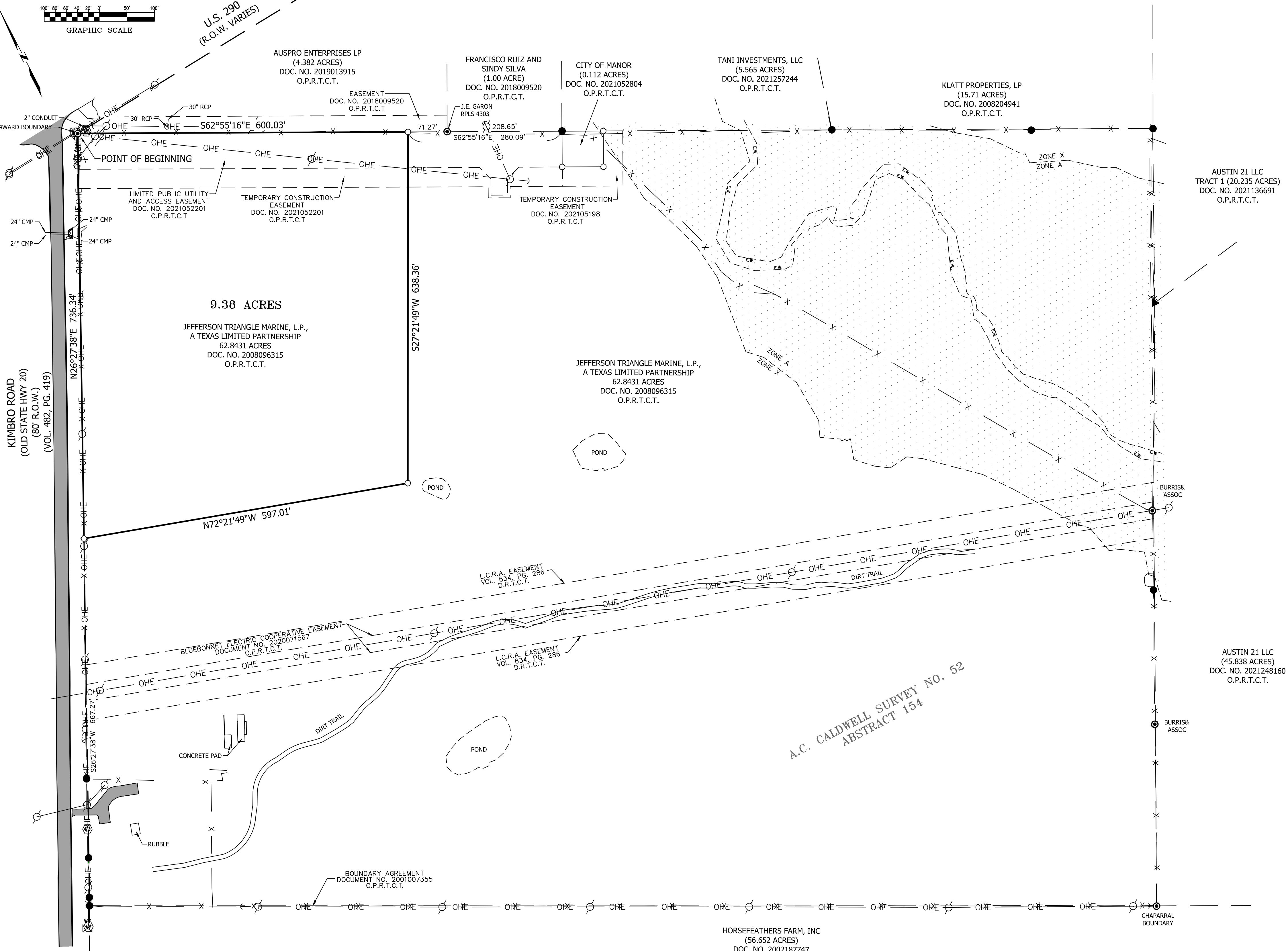


GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359. ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS (GEOID 12B). SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION. EXISTING TREES WERE NOT LOCATED ON THE PROPERTY OR SHOWN FOR THIS DESIGN SURVEY.

FLOOD NOTE: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 485300505H, DATED SEPTEMBER 26, 2009 AND MAP NO. 4845300485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

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





LEGEND: 1/2" REBAR FOUND (OR AS NOTED), 1/2" REBAR WITH CAP FOUND (OR AS NOTED), 60D NAIL FOUND (OR AS NOTED), FENCE CORNER POST FOUND, CALCULATED POINT NOT SET, O.P.R.T.C.T., D.R.T.C.T., P.L.T.C.T., R.O.W., P.U.E., E.P., COURSES FROM RECORDS, CITY ANCHOR, OVERHEAD ELECTRIC, POWER POLE, SIGN POST SIGN, TELEPHONE JUNCTION BOX, WATER METER, WATER VALVE, BARB WIRE FENCE, FLOOD ZONE, ASPHALT PAVING.

GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00003559. SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION. ALTA/NSPS LAND TITLE SURVEY CERTIFICATION: TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021. DATE OF PLAT OR MAP: MARCH 8, 2022

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

- 2021 ALTA/NSPS TABLE A NOTES: ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY. ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY. ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED. AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE SURVEYOR. ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 9.38 ACRES MORE OR LESS. ITEM 7a: NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY. ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY. ITEM 9: NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY. ITEM 13: NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.

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

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

LEGAL DESCRIPTION: IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C) BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF.

COMMITMENT FOR TITLE INSURANCE PROVIDED BY: CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 8000362100979 ISSUE DATE: SEPTEMBER 30, 2021 EFFECTIVE DATE: SEPTEMBER 20, 2021 ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

- SCHEDULE B EXCEPTIONS: 10. a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER) b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING: ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER) c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER) d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: BOUNDARY AGREEMENT DATED: DECEMBER 18, 2000 EXECUTED BY: JUDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001 RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (SHOWN ON SURVEY) e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC. PURPOSE: EASEMENT RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS (NO DESCRIPTION PROVIDED IN RECORD DOCUMENT - NOTED HEREON) f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: LOWER COLORADO RIVER AUTHORITY PURPOSE: ELECTRIC TRANSMISSION RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS (SHOWN ON SURVEY) g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DEVELOPMENT AGREEMENT DATED: SEPTEMBER 20, 2017 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS RECORDING DATE: DECEMBER 15, 2017 RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (NOT A SURVEY MATTER) h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: EASEMENT AGREEMENT DATED: MARCH 25, 2020 EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP RECORDING DATE: MAY 4, 2020 RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY) i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: TEMPORARY CONSTRUCTION EASEMENT DATED: FEBRUARY 5, 2021 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR RECORDING DATE: JANUARY 1, 2021 RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY) j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: CITY OF MANOR PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT RECORDING DATE: MARCH 11, 2021 RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (SHOWN ON SURVEY) k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER) l. IF ANY PORTION OF THE PROPOSED LAND AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED: OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND, HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF. OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO \$ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF THIS POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION OR ANY PRINTED PROVISION OF THIS POLICY. LOAN POLICY(IES) ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE LIEN INSTRUMENT SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASE AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECT IN, OR OBJECTIONS TO, THE TITLE UP TO THE FACE AMOUNT OF THE POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION UNDER SCHEDULE B, OR ANY PRINTED PROVISION OF THIS POLICY. (NOT A SURVEY MATTER) m. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER)

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature pages follow]

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

ATTEST:

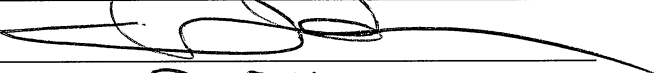
THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER:

Jefferson Triangle Marine, L.P.

By: 

Name (print): Don D'Aguiro

Title: V.P. and General Counsel

Date: 6-8-2022

Subject Property Description

Tract One



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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



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

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

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

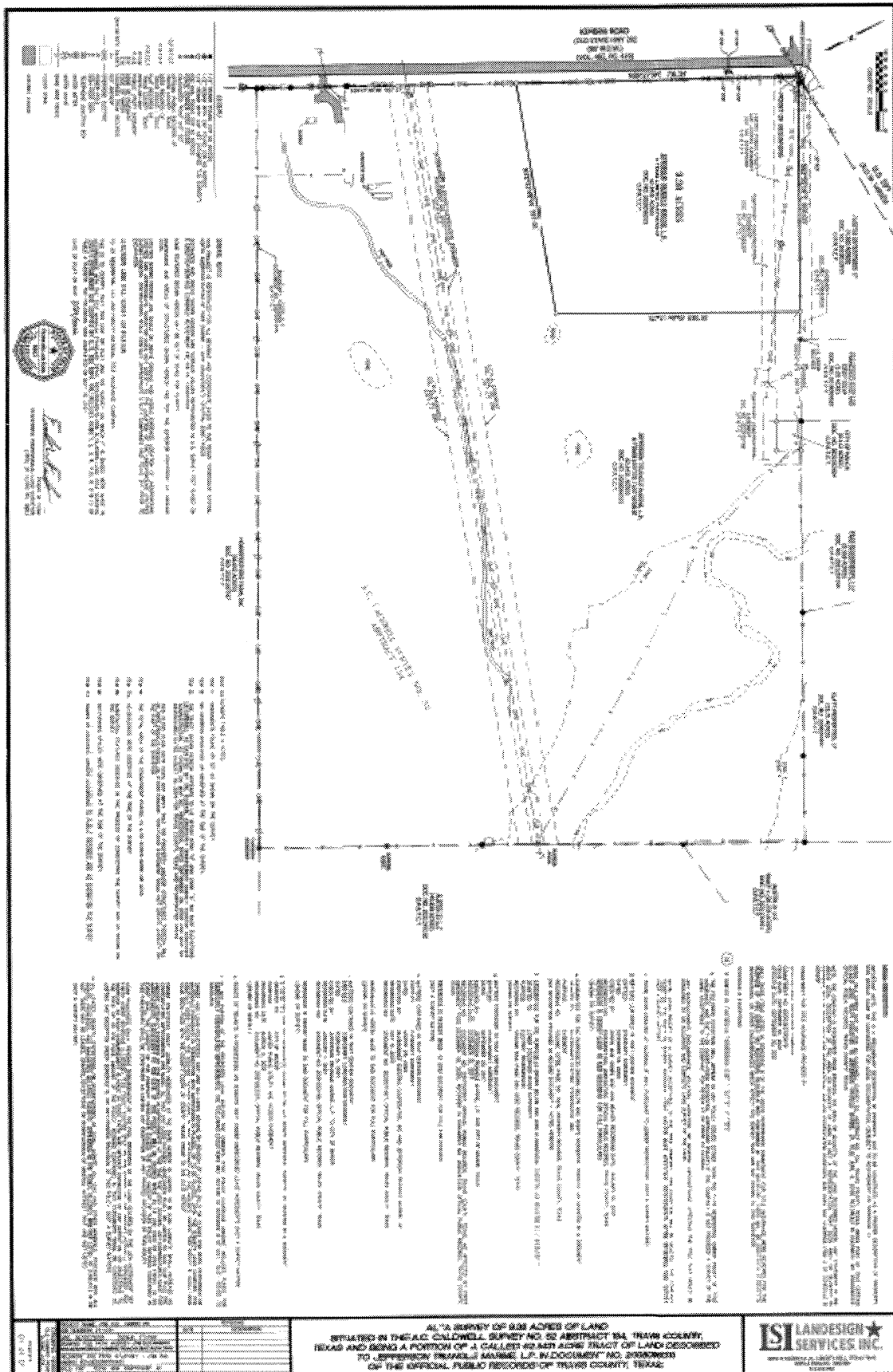
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

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



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





Tract Two



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

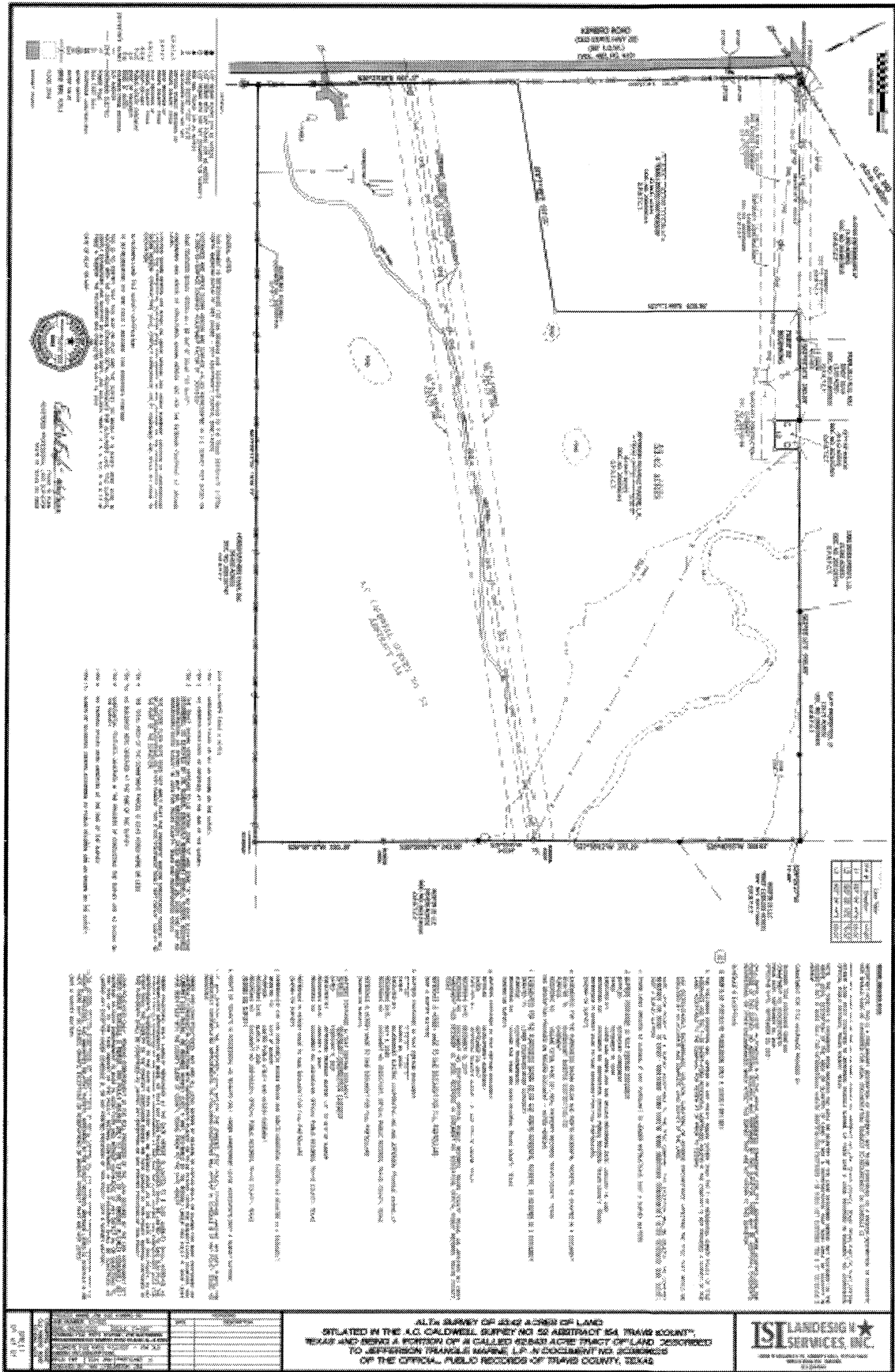
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment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

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

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



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





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a Public Hearing on an Ordinance rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2).

Applicant: Kimley-Horn and Associates

Owner: Millcreek Residential

BACKGROUND/SUMMARY:

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

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

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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance
- Letter of Intent
- Zoning Map
- Area Map
- Notice
- Labels

STAFF RECOMMENDATION:

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

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
		(X) tied vote	

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO TOWNHOME (TH) AND MEDIUM COMMERCIAL (C-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

SECTION 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A-1" and "A-2" (the "Property"), to zoning district Townhome (TH) and Medium Commercial (C-2). The Property is accordingly hereby rezoned to Townhome (TH) and Medium Commercial (C-2).

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

ORDINANCE NO.

Page 2

PASSED AND APPROVED FIRST READING on this the ____ day of June 2022.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of ____ 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A-1"

Property Legal Description Townhome (TH):

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

EXHIBIT “A-2”

Property Legal Description Medium Commercial (C-2):

METES AND BOUNDS DESCRIPTION

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 Registered Professional Land Surveyor
 State of Texas No. 6803



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

March 24, 2022

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

Via Electronic Submittal

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

Dear Mr. Dunlop:

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

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

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



Amanda Couch Brown



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

Job Number: 21-021

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



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

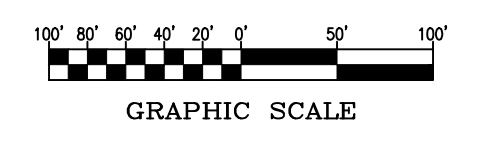
Job Number: 21-021

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

DESIGN AND BOUNDARY VERIFICATION SURVEY OF 62.805 ACRES (2,735,807 SQUARE FEET) OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY, TEXAS AND BEING ALL OF CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Table with columns: REVISIONS, DATE, DESCRIPTION. Includes project name, job number, date, and drawing file path.

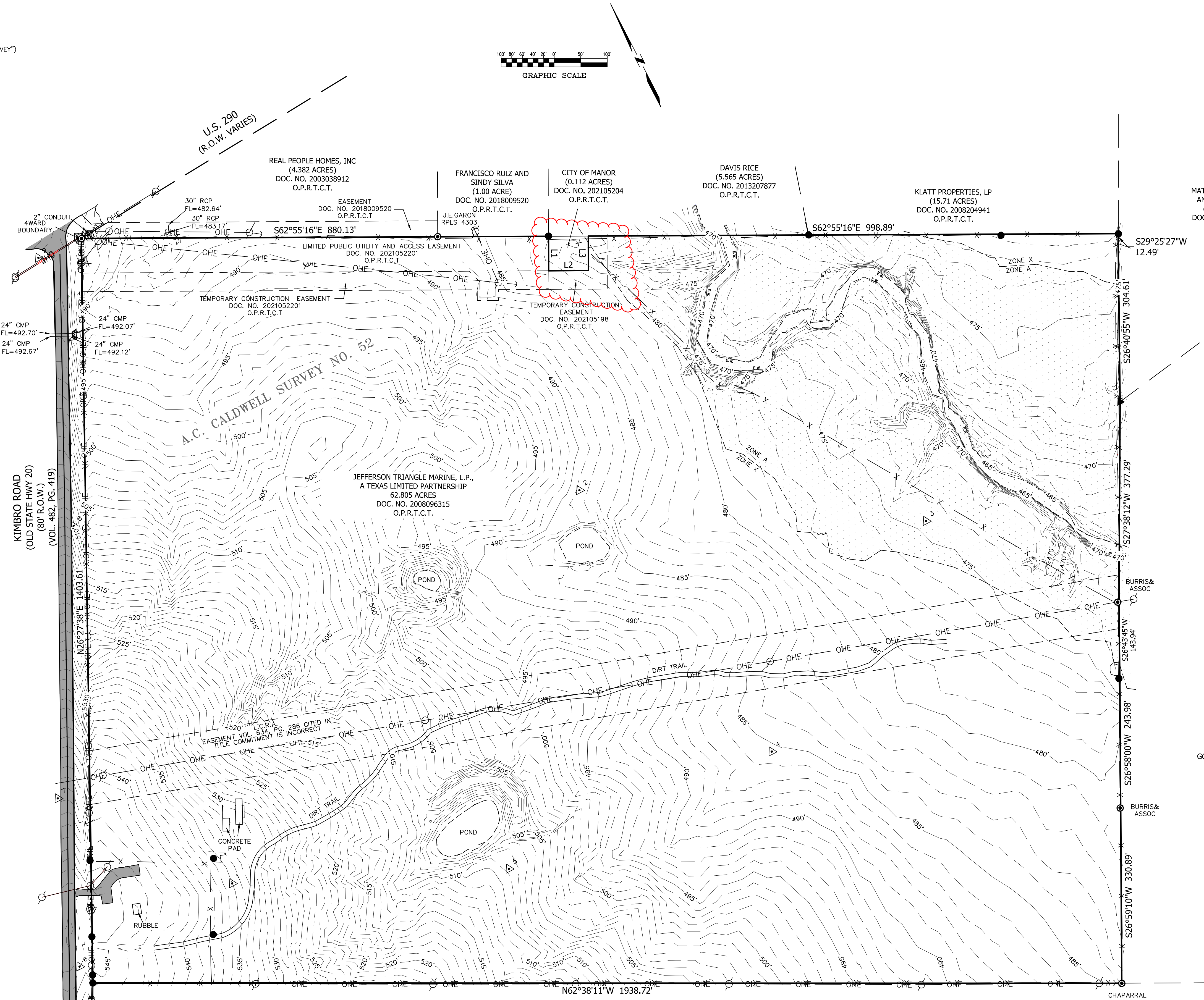
- LEGEND: 1/2" REBAR FOUND (OR AS NOTED), 1/2" REBAR WITH CAP FOUND (OR AS NOTED), 60D NAIL FOUND (OR AS NOTED), FENCE CORNER POST FOUND, CALCULATED POINT NOT SET, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DEED RECORDS OF TRAVIS COUNTY, TEXAS, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT, EDGE OF PAVEMENT, EDGE OF WATER COURSES FROM RECORDS.



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

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

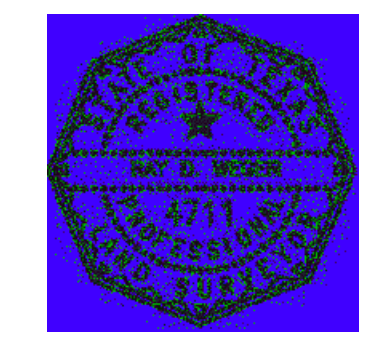
Point Table with columns: Point #, Northing, Easting, Elevation, Raw Description. Lists points 1 through 9.

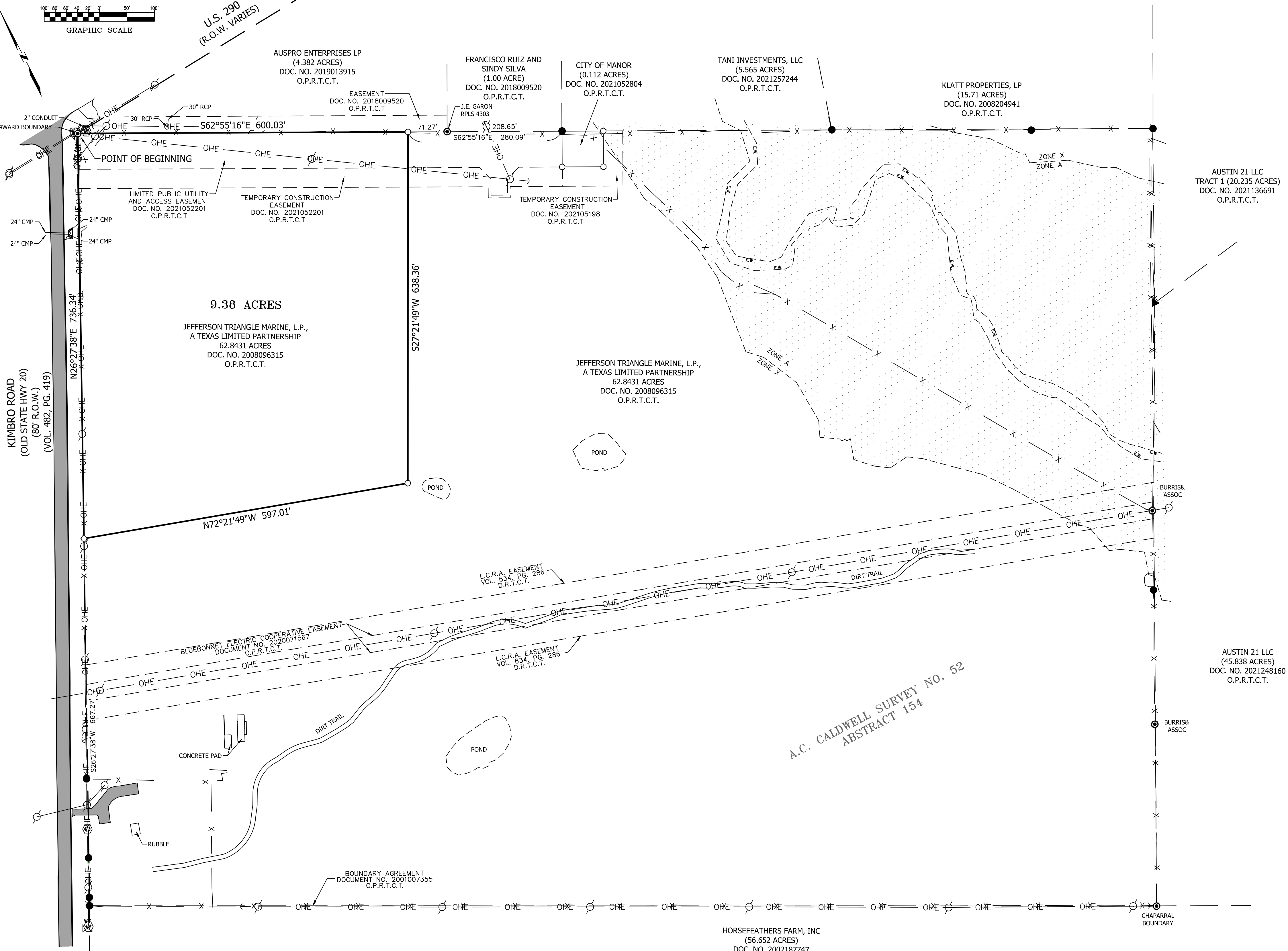


GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359. ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS (GEOID 12B). SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION. EXISTING TREES WERE NOT LOCATED ON THE PROPERTY OR SHOWN FOR THIS DESIGN SURVEY.

FLOOD NOTE: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48530050SH, DATED SEPTEMBER 26, 2009 AND MAP NO. 4845300485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

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





LEGAL DESCRIPTION: IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C) BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

COMMITMENT FOR TITLE INSURANCE PROVIDED BY: CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 8000362100979 ISSUE DATE: SEPTEMBER 30, 2021 EFFECTIVE DATE: SEPTEMBER 20, 2021 ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY.

- SCHEDULE B EXCEPTIONS: 10 a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER) b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER) c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER) d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: BOUNDARY AGREEMENT DATED: DECEMBER 18, 2000 EXECUTED BY: JUDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001 RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (SHOWN ON SURVEY) e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC. PURPOSE: EASEMENT RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS (NO DESCRIPTION PROVIDED IN RECORD DOCUMENT - NOTED HEREON) f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: LOWER COLORADO RIVER AUTHORITY PURPOSE: ELECTRIC TRANSMISSION RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS (SHOWN ON SURVEY) g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DEVELOPMENT AGREEMENT DATED: SEPTEMBER 20, 2017 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS RECORDING DATE: DECEMBER 15, 2017 RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (NOT A SURVEY MATTER) h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: EASEMENT AGREEMENT DATED: MARCH 25, 2020 EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP RECORDING DATE: MAY 4, 2020 RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY) i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: TEMPORARY CONSTRUCTION EASEMENT DATED: FEBRUARY 5, 2021 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR RECORDING DATE: JANUARY 1, 2021 RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY) j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: CITY OF MANOR PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT RECORDING DATE: MARCH 11, 2021 RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (SHOWN ON SURVEY) k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER) l. IF ANY PORTION OF THE PROPOSED LAND AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED: OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND, HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF. OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO \$ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF THIS POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION OR ANY PRINTED PROVISION OF THIS POLICY. LOAN POLICY(IES) ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE LIEN INSTRUMENT SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASE AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECT IN, OR OBJECTIONS TO, THE TITLE UP TO THE FACE AMOUNT OF THE POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION UNDER SCHEDULE B, OR ANY PRINTED PROVISION OF THIS POLICY. (NOT A SURVEY MATTER) m. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER)

- LEGEND 1/2" REBAR FOUND (OR AS NOTED) 1/2" REBAR WITH CAP FOUND (OR AS NOTED) 60D NAIL FOUND (OR AS NOTED) FENCE CORNER POST FOUND CALCULATED POINT NOT SET O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS R.O.W. RIGHT-OF-WAY P.U.E. PUBLIC UTILITY EASEMENT E.P. EDGE OF PAVEMENT COURSES FROM RECORDS CUY ANCHOR OVERHEAD ELECTRIC POWER POLE SIGN POST SIGN TELEPHONE JUNCTION BOX WATER METER WATER VALVE BARB WIRE FENCE FLOOD ZONE ASPHALT PAVING

GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359. SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION. ALTA/NSPS LAND TITLE SURVEY CERTIFICATION: TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021. DATE OF PLAT OR MAP: MARCH 8, 2022

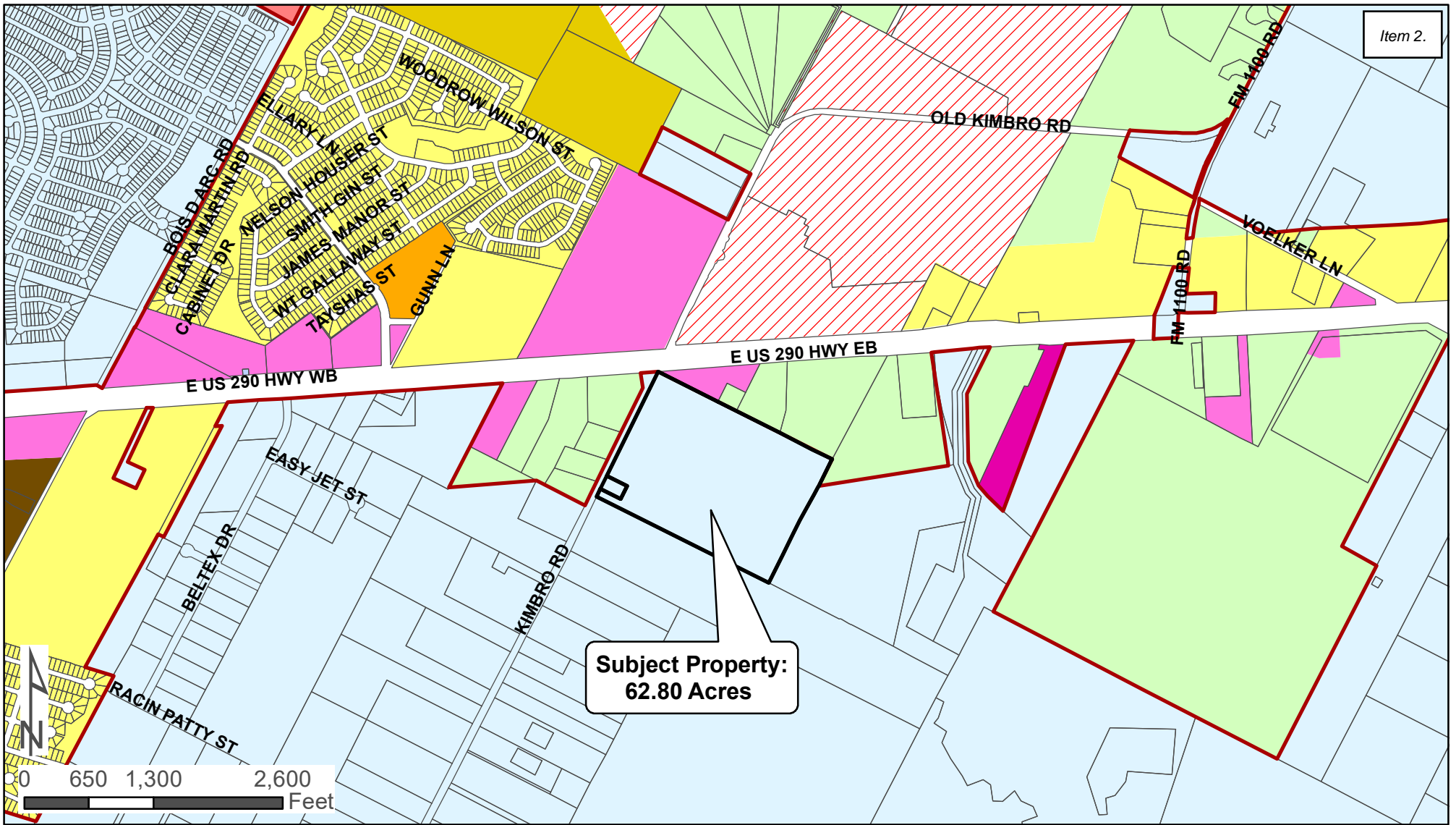
PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

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

- 2021 ALTA/NSPS TABLE A NOTES: ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY. ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY. ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED. AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE SURVEYOR. ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 9.38 ACRES MORE OR LESS. ITEM 7a. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY. ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY. ITEM 9: NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY. ITEM 13. NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.

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

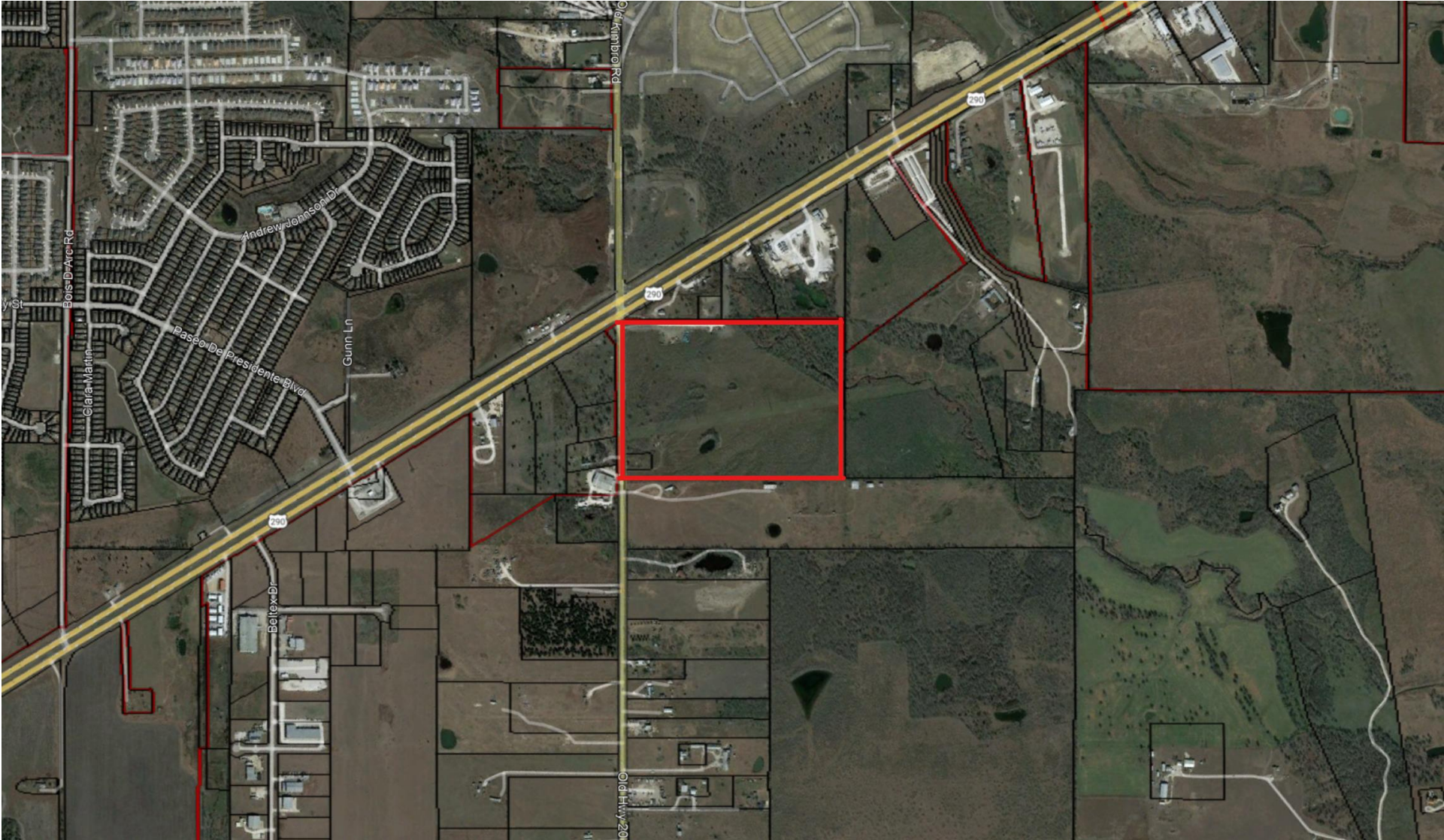
Table with columns: PROJECT NAME, JOB NUMBER, DATE, DRAWING FILE PATH, REGULATE FILE PATH, KIMBRO REVISIONS, CHECKED BY, FIELDBOOK. Includes drawing name: OLD KIMBRO ROAD 9.38AC ALTA and sheet number: SHEET 01 of 01.



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

Zone

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





April 27, 2022

City of Manor Development Services

Notification for a Rezoning Application

Case Number: 2022-P-1428-ZO

Case Manager: Scott Dunlop

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

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

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

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

***Owner:* Millcreek Residential**

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

The City Council will meet at 7:00PM on May 18, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

PHAN HOAN VAN & THU THI HUYNH
5701 LONG CT
AUSTIN TX 78730-5056

PHAN HOAN VAN & THU THI HUYNH
5701 LONG CT
AUSTIN TX 78730-5056

TAPIA TOMAS
12908 OLD KIMBRO RD
MANOR TX 78653-4519

CYPRESS BLUFF LLC
12822 KIMBRO RD
MANOR TX 78653

CYPRESS BLUFF LLC
12822 KIMBRO RD
MANOR TX 78653

JEFFERSON TRIANGLE MARINE LP
9225 KATY FRWY
HOUSTON TX 77024-1521

AUSTIN27 LLC
117 Fort Hood Ln
Georgetown TX 78628-6007

AUSTIN 21 LLC
117 FORT HOOD LN
GEORGETOWN TX 78628-6007

AUSTIN 21 LLC
117 FORT HOOD LN
GEORGETOWN TX 78628-6007

KLATT PROPERTIES LP
2001 PICADILLY DR
ROUND ROCK TX 78664-9511

TANI INVESTMENTS LLC ETAL
7606 Brae Acres Ct
Houston TX 77074-4123

RUIZ FRANCISCO & SINDY SILVA
13232 HIGH SIERRA ST
MANOR TX 78653-5378

CITY OF MANOR
105 E EGGLESTON ST
MANOR TX 78653-3463

RUIZ FRANCISCO & SINDY SILVA
13232 HIGH SIERRA ST
MANOR TX 78653-5378

AUSPRO ENTERPRISES LP
PO BOX 13549
AUSTIN TX 78711-3549

TIMMERMAN COMMERCIAL
INVESTMENTS LP (1729480)
501 VALE ST
AUSTIN TX 78746-5732



MILL CREEK OLD KIMBRO ROAD FACT SHEET

RESIDENTIAL COMPONENT

THE VISION

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

THE PROJECT

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

OPEN SPACE & PARKLAND

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

COMBINED EST. TAX REVENUE FOR MANOR

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

TRANSPORTATION IMPROVEMENTS – PRELIMINARY ANALYSIS RESULTS

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

PREVIOUS CONTRIBUTION TO WASTEWATER INFRASTRUCTURE

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

DEVELOPMENT STANDARDS

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

COMMERCIAL COMPONENT

THE VISION

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

THE PROJECT

9.38 acres of Medium Commercial (C-2)

- Est. 80,000 square feet of commercial space

COMBINED EST. TAX REVENUE FOR MANOR

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

\$500,000 in est. sales tax

PERMITTED USES PER PROPOSED ZONING:

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

PROHIBITED USES PER DEED RESTRICTION:

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

Conceptual Plan

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

Clubhouse/ Gym, Pool, Multi-Purpose Room

Gated Community Turn Lanes

Proximity to commercial areas



Emergency Access

1/2 of Parcel 1112 ACESB1 DOC NO.201705294 OBJECT

PARCEL 15.66 ACESB1 DOC NO.201709977 OBJECT

PARCEL 15.77 ACESB1 DOC NO.202004041 OBJECT

Floodplain

Detention Pond

Detention Pond

Open Space

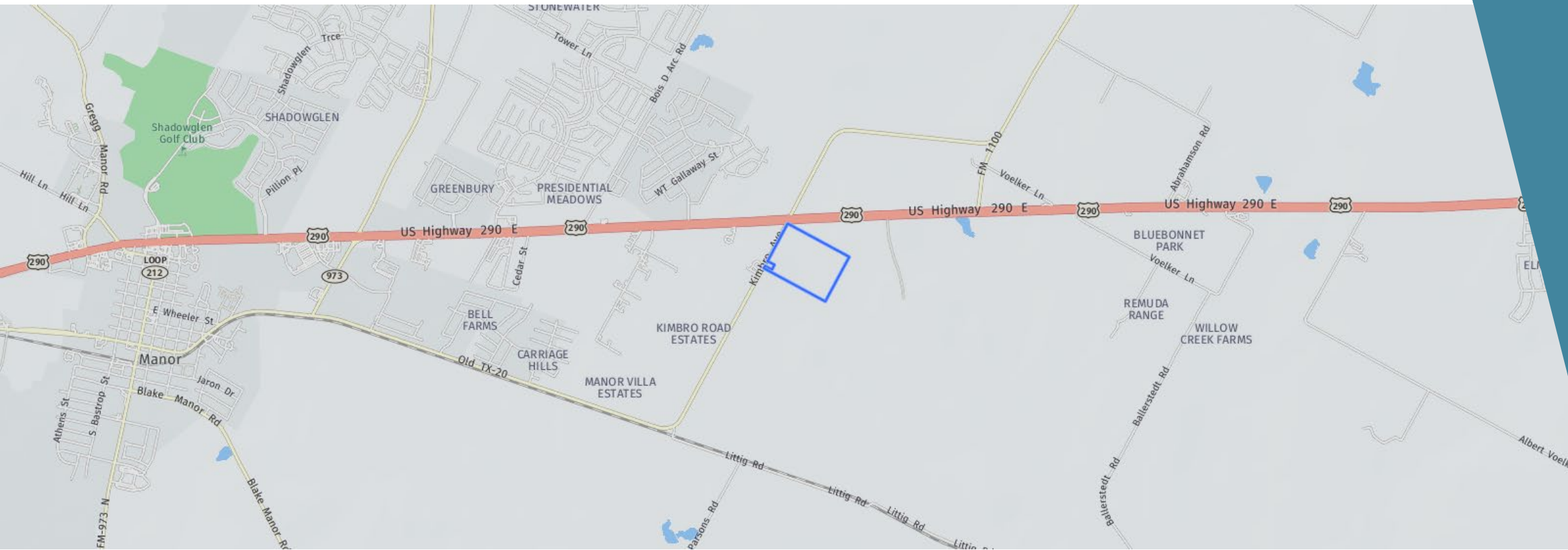
Guest Parking

Walkable Private Streets

HOSPITAL PARK, INC. 15.66 ACESB1 DOC NO.20018747 OBJECT

Mill Creek Development

US 290 & Old Kimbro Road



MILL CREEK MANIFESTO

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

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

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

we believe

...your home is your runway.

...that what you say matters.

...that pets are people, too.

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

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

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



BRAND PROMISE

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

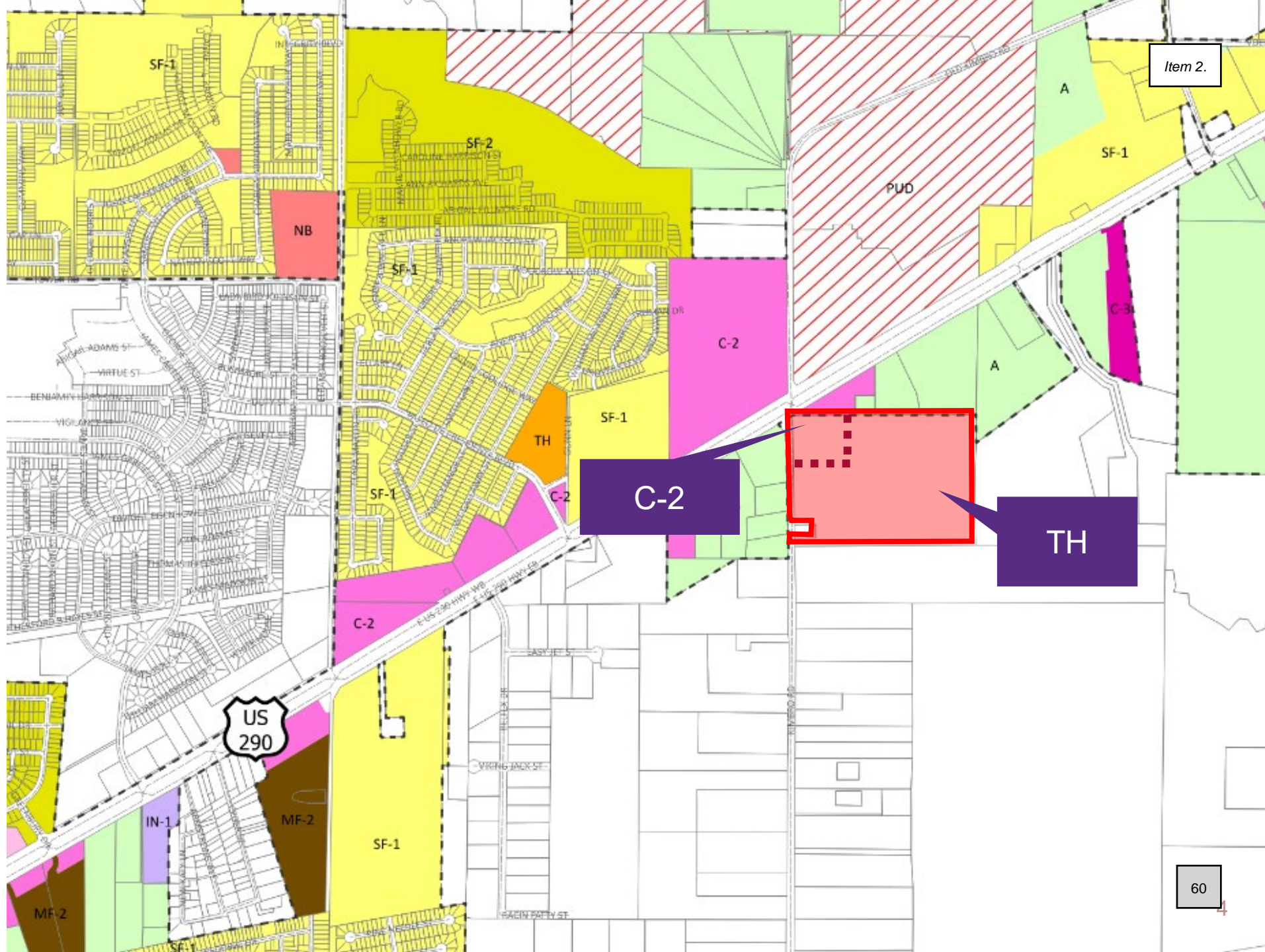




The investment pictured above is an example of a single-family rental community

MILL CREEK SFR PLATFORM

Zoning Map



Conceptual Plan

9.38 Acres of Commercial
Est. 80,000 ft²
Retail/Service Oriented
Nuisance Uses Prohibited

335 Townhomes
Professionally Managed
Mostly 3+ Beds
Backyards + Garages

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



Commercial Site

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

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

Mill Creek Residential

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

Townhomes

Item 2.



Backyards

Mostly 3-4 Bedrooms



1,100-1,700 Sq. Ft.

Garage + Driveway

Conceptual Plan



Item 2.

Emergency Access

Floodplain

Gated Community Turn Lanes

Clubhouse w/ Gym, Pool, Multi-Purpose Room

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

Guest Parking

Block Structure w/ 2 Unit Size

Mill Creek Manor

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

Project Benefits

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

Project Benefits

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



Townhome



Townhome



~1 mile

Plant



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2022
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

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

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

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

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the City Council Minutes of the July 6, 2022, City Council Workshop; July 6, 2022, City Council Regular Meeting; July 15, 2022, City Council Special Emergency Minutes; and July 15, 2022, City Council Calles Special Session.

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



**CITY COUNCIL
WORKSHOP SESSION MINUTES
CHARTER REVIEW
JULY 6, 2022**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Ryan Phipps, Chief of Police
- Sarah Friberg, Court Administrator
- Paige Saenz, City Attorney

WORKSHOP SESSION – 5:00 P.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 5:10 p.m. on Wednesday, July 6, 2022, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Harvey let the Pledge of Allegiance.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston Street, Unit A, Manor, Texas, submitted a speaker card and spoke in regard to the attached document.

No one else appeared to speak at this time.

REGULAR AGENDA

1. Discussion of Home Rule Charter and Recommendations

The discussion was held regarding the proposed amendments.

Article IV. The Authority and Limitations of the City Council – Section 4.02 Mayor Pro-Tem.

The City Council concur that the following would be considered for amendment.

At its first regular meeting after all the members of the council elected at a general and any runoff election associated with the general election have taken office, or after a vacancy in the office of mayor pro-tem, the council shall elect one of its members to be mayor pro-tem for a ~~one~~ two-year term, or to fill the unexpired term resulting from the vacancy. The mayor pro-tem shall be the council member who receives a majority of the votes cast but not less than four votes. In the absence of the mayor, the mayor pro-tem shall perform the duties of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability or refusal of the mayor to act in respect to any matter or duty, the mayor pro-tem shall act. In the event the office of mayor becomes vacant, the mayor pro-tem shall serve as mayor until the office is filled.

Article VII. Administrative Services - Section 7.07. City Secretary

City Secretary Almaraz discussed the two (2) options below.

Option 1:

The office and department of city secretary shall be established and maintained. ~~The city secretary may appoint such assistant city secretaries as are authorized. The duties of the city secretary are as set forth in this charter and/or as established by ordinance. Such duties include, but are not be limited to, the giving notice of all council meetings; keeping the minutes of the proceedings of council meetings and the archives of the city; authenticating by his or her signature, and recording in full in books kept and indexed for the purpose, all ordinances and resolutions; performing such other duties as shall be assigned to the position by state law; maintain appropriate files of all contracts and other legal documents resulting from and/or having a bearing on actions of council; and assisting the city manager in gathering of appropriate records, files and resources which pertain to city business or specific council meeting agenda items.~~ The City Manager shall appoint, subject to confirmation by the City Council, an officer of the City and such assistants as deemed necessary, who shall have the title of City Secretary. The City Secretary shall keep the records of the council, and shall have such other duties and responsibilities as may be assigned by this Charter, the Council and the City Manager.

Option 2:

~~The office and department of city secretary shall be established and maintained. The city secretary may appoint such assistant city secretaries as are authorized. The duties of the city secretary are as set forth in this charter and/or as established by ordinance. Such duties include, but are not be limited to, the giving notice of all council meetings; keeping the minutes of the proceedings of council meetings and the archives of the city; authenticating by his or her signature, and recording in full in books kept and indexed for the purpose, all ordinances and resolutions; performing such other duties as shall be assigned to the position by state law; maintain appropriate files of all contracts and other legal documents resulting from and/or having a bearing on actions of council; and assisting the city manager in gathering of appropriate records, files and resources which pertain to city business or specific council meeting agenda items.~~ **The City Manager shall appoint, subject to confirmation by the City Council, an officer of the City and such assistants as deemed necessary, who shall have the title of City Secretary. The duties of the City Secretary shall be as set forth in this charter and as established by ordinance. The City Secretary may be removed from office by the City Manager subject to confirmation by the City Council.**

The discussion was held regarding the appointment of the City Secretary.

The discussion was held regarding the clarification of the working relationship between the City Secretary and the City Council.

The discussion was held regarding the clarification of the City Secretary's level of position.

The discussion was held regarding the clarification of the City Secretary's appointment and removal from City Manager and confirmation by City Council.

The City Council concur that Option 2 would be considered for amendment.

Article VII. Administrative Services - Section 7.10. Municipal Court

Court Administrator Friberg discussed the proposed amendment.

The discussion was held regarding the hiring process of the Municipal Judge.

The discussion was held regarding the clarification of the Judge's appointment from City Manager and confirmation by City Council.

The City Council concur that the following would be considered for amendment.

Section 7.10. Municipal Court. **The department of the Municipal Court shall be established and maintained.** There shall be a court, designated as the "Municipal Court" of the City of Manor, for the trial of misdemeanor offenses, with all such powers and duties as are now, or may hereafter be, prescribed by laws of the State of Texas relative to municipal courts. The municipal court shall be organized and supervised as follows:

- (a) The presiding municipal judge and the associate judges shall be ~~authorized by a majority of council and are appointed by the City Manager,~~ subject to confirmation by the City Council. They shall be compensated as recommended by the city manager and approved by the city council. ~~The municipal judge is responsible for the supervision and management of the court.~~

3. Set Council Date for discussion of proposed City Charter Amendments.

City Charter Amendments discussion was set for the regular Council Meeting on August 3, 2022.

There was no further discussion.

ADJOURNMENT

The Workshop Session of the Manor City Council Adjourned at 6:18 p.m. on Wednesday, July 06, 2022.

These minutes approved by the Manor City Council on the 20th day of July 2022.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Initiative Possibilities for the November Elections; or Charter Revisions

There are several things that I think would improve our City:

ARTICLE THREE The City Council

- 1) Add Section 3.07.1 City Council shall hold Monthly Town Hall Meetings.
- 2) Add Section 3.07.2 All City Council Meetings, Committee Meetings and Town Hall Meetings shall be audio and video recorded and such recordings shall be indexed, archived and online links be made available in a timely fashion.

(I am considering starting to videotape the City Council meetings. They are Open Meetings that anyone can bring a camera to. I'm activating the Manor Community Television for this and other purposes.)

- 3) Add Section 3.07.3 All Public Notices for the above meetings shall also be available on the City website with 72 hours advance notice.

ARTICLE SEVEN Administrative Services

- 1) Section 7.08 Public Works Department - Delete the word "parks"
- 2) Add new department as Section 7.12 Parks and Recreation
"There will be established a parks and recreation department to administer..."

ARTICLE ELEVEN Gives us the authority to fund the Parks by adding an Impact Fee for new residences; as the City does for the Water or Wastewater investments the City will need to cover. It gives us the power to define "parkland" in a more meaningful way.

I'd like to add a 1.75% developer fee for Public Art (many cities do this).

I think it's imperative that we raise the \$550/house "in-lie" fees to perhaps \$2,000 (maybe more). If we consider the increases in the cost of living; and the increase in property values... we need to undertake that "2-day Study" of other cities; and make a recommendation. We are potentially losing hundreds of thousands of dollars.

Also of course, I'm wondering when we will have acceptable parking to our one-mile "Howdy Way" nature trail. Parking one-half mile away is ridiculous.

I'm also wondering when we will learn how much money we have in our Park Funds. It's not making anyone look good when two months later... no one knows.

Also, please take a long look at the Comprehensive Plan the Manor Country Club has put forth at bit.ly/ManorParks This shows what parks are supposed to look like.

We are 6-months into our 150th Birthday and thus far we have nothing tangible or permanent to show for it.

Sincerely,

Robert Battaile



**CITY COUNCIL
REGULAR SESSION MINUTES
JULY 6, 2022**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Frank T. Phelan, P.E., City Engineer
Paige Saenz, City Attorney

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:04 p.m. on Wednesday, July 6, 2022, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared at this time.

CONSENT AGENDA

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

- June 15, 2022, City Council Workshop;
- June 15, 2022, City Council Regular Meeting; and
- June 21, 2022, City Council Called Special Session

2. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance of the City of Manor, Texas annexing 14.55 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving an Agreement for the Provision of Services for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

Ordinance No. 659: An Ordinance of The City of Manor, Texas Annexing 14.55 Acres of Land, More or Less Located in Travis County, Including the Abutting Streets, Roadways, and Rights-of-Way Into the Corporate Limits of the City, at the Request of the Property Owner; Approving an Agreement for the Provision of Services for the Annexed Area; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing for Open Meetings and Other Related Matters.

3. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning 14.55 acres, more or less, being Lot 1, Manor Villa Estates, and being located at 13518 Old Hwy 20, Manor, TX to Townhome (TH).

Applicant: BGE, Inc. Owner: Flintrock Office Suites, LLC

Ordinance No. 661: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land to Townhome (TH); Making Findings of Fact; and Providing for Related Matters.

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

There was no further discussion.

Motion to approve carried 7-0

REGULAR AGENDA

4. Consideration, discussion, and possible action on a Statement of Work No. 16 to George Butler Associates, Inc. for the Cottonwood Creek Wastewater Treatment Plant, Phase II expansion.

The city staff recommended that the City Council approve the Statement of Work #16 to the existing Master Services Agreement with George Butler Associates, Inc. for the Cottonwood Creek Wastewater Treatment Plant, Phase II expansion project in the amount of \$372,300.00.

City Engineer Phelan discussed the proposed project for Cottonwood Creek Wastewater Treatment Plant, Phase II expansion.

Discussion was held on other potential projects that could possibly be built in the area.

Discussion was held regarding the funding for the project.

City Manager Moore suggested for a Capital Improvement Committee meeting to be conducted for capital project discussion.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Weir, to approve the Statement of Work #16 to the existing Master Services Agreement with George Butler Associates, Inc. for the Cottonwood Creek Wastewater Treatment Plant, Phase II expansion project in the amount of \$372,300.00.

Council Member Deja Hill inquired if the Capital Improvement Committee meeting would be in conjunction with the P&Z Commission. City Engineer Phelan stated that the meeting was only for the Capital Improvement Committee at this time.

There was no further discussion.

Motion to approve carried 7-0

5. Consideration, discussion, and possible action on a request for outdoor athletic field lighting for the Manor ISD Senior High School Athletic Field Complex at 14832 N. FM 973. Applicant: Claycomb Associates, Architects, Inc.; Owner: Manor Independent School District

The city staff recommended that the City Council approve a request for outdoor athletic field lighting for the Manor ISD Athletic Field Complex at 14832 N. FM 973.

Development Services Director Dunlop discussed the proposed outdoor lighting for the athletic field complex for the Manor ISD Senior High School.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve a request for outdoor athletic field lighting for the Manor ISD Athletic Field Complex at 14832 N. FM 973.

Mayor Harvey inquired about the conclusion of games, if exceeded the 10:00 p.m. cutoff time.

Development Services Director Dunlop clarified that the lights would stay on if there was an active game or until everyone had exited the field. He also stated that the parking lot lighting would stay on through the night for safety concerns.

There was no further discussion.

Motion to approve carried 7-0

6. Consideration, discussion, and possible action on appointments to the City Council Committees.

The city staff recommended that the City Council review Council Committee's roster and reappoint if needed.

Council Member Weir volunteered to be removed from the Public Improvement Committee.

Council Member Amezcua volunteered to be removed from the Budget Committee but stated she would prefer to give up any other committee place she was part of.

Council Member Moreno volunteered to be removed from the Public Tree Advisory Board.

City Secretary Almaraz clarified that the Park Committee and Public Tree Advisory Board had the same members and if Council was volunteering to be removed from one, they would automatically be removed from the other.

City Secretary Almaraz reminded Council that the new appointment would be for an unexpired term and that new committee appointments would be conducted after the November 2022 General Election.

Council Member Weir volunteered to be removed from the Budget Committee.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Emily Hill to remove Council Member Weir from the Budget Committee and appoint Council Member Deja Hill to the unexpired term on the Budget Committee.

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 7:27 p.m. on Wednesday, July 6, 2022, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 (Personnel Matters) to Interview Candidates for appointments to the Planning and Zoning Commission for Place No. 4 to fill an unexpired term; Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding the Interlocal Agreement for Fire Code Enforcement Services between the City of Manor and Travis County Emergency Services District No. 12; Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding Capital Metropolitan Transportation Authority; and 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 real property - 10.23 acres more or less located in Travis County, Texas located at the NE corner of Ring Dr and Skimmer Run, Manor, Texas.* at 7:27 p.m. on Wednesday, July 6, 2022.

The Executive Session was adjourned at 10:26 p.m. on Wednesday, July 6, 2022

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 10:26 p.m. on Wednesday, July 6, 2022.

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

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to direct city staff to provide education information regarding proposed propositions.

There was no further discussion.

Motion to approve carried 7-0

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Deja Hill to take no action regarding Section 551.074 (Personnel Matters) to Interview Candidates for appointments to the Planning and Zoning Commission for Place No. 4 to fill an unexpired term.

There was no further discussion.

Motion to take no action carried 7-0

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 10:28 p.m. on Wednesday, July 6, 2022.

These minutes approved by the Manor City Council on the 20th day of July 2022. (*Audio recording archived*)

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes



**CITY COUNCIL
CALLED SPECIAL EMERGENCY SESSION
MINUTES
JULY 15, 2022**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Scott Dunlop, Development Services Director
- Scott Jones, Economic Development Director
- James Allen, Lieutenant

SPECIAL SESSION – 12:00 PM

With a quorum of the Council Members present, the special emergency session of the Manor City Council was called to order by Mayor Harvey at 12:02 p.m. on Friday, July 15, 2022, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

AGENDA

- 1. Consideration, discussion, and possible action on open City facilities as cooling centers and other measures that may be taken by the City to address the loss of electricity to a portion of the City during an extreme heat wave.**

Discussion was held regarding facilities that have been open by other cities.

Discussion was held regarding the community's water and power current concerns.

Discussion was held regarding resources shared with the community on how to conserve energy.

Scott Moore, City Manager provided information from Bluebonnet regarding the facilities that would not lose power due to the critical load configuration the company had put in place.

Discussion was held regarding the facilities that would be open on an emergency basis.

Scott Moore, City Manager assured that during the next several weeks with the extreme heat weather, the Administration was committed to assist the citizens that face power outages for an extended period of time and would work with community partners to provide access to those facilities to serve as cooling stations.

Discussion was held regarding training for the personnel at facilities that would be able assist.

Lt. Allen stated that the Red Cross and FEMA provide volunteer training for the public.

Discussion was held regarding the possibility of setting up a Community Emergency Response Team.

Discussion was held regarding the schools on the Manor critical grid that would not lose power and might assist.

Mayor Pro Tem Hill inquired about an Emergency Management Committee meeting.

Discussion was held regarding the free trainings that volunteers could attend to be prepared. Lt. Allen stated he would provide a list of training links to Council to share with the community.

Discussion was held regarding the record keeping of FEMA training on volunteers for the city.

Discussion was held regarding allowances within the city limits with other entities to provide services.

Discussion was held regarding preparedness with generators, storage, or other supplies needed in an emergency.

Discussion was held regarding grant opportunities for receiving generators.

Discussion was held regarding the scheduling of an Emergency Management Committee.

Discussion was held regarding the information that could be provided to the community at this time regarding preparedness.

Mayor Harvey suggested for Council to only distribute to the community what is being circulated regarding emergency awareness preparation.

Councilwoman Amezcua suggested for QR Codes to be provided in the utility bills for Emergency Information. She also inquired about having a centralized communication platform for the community.

No action was taken by Council at this time only gave direction to staff.

ADJOURNMENT

The Special Emergency Session of the Manor City Council Adjourned at 12:45 p.m. on Friday, July 15, 2022.

These minutes approved by the Manor City Council on the 20th day of July 2022.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



**CITY COUNCIL
CALLED SPECIAL SESSION
MINUTES
JULY 15, 2022**

THIS MEETING WAS CONDUCTED RIGHT AFTER THE SPECIAL EMERGENCY MEETING SET AT NOON ON FRIDAY, JULY 15, 2022.

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Scott Dunlop, Development Services Director
- Scott Jones, Economic Development Director
- James Allen, Lieutenant

SPECIAL SESSION

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 12:46 p.m. on Friday, July 15, 2022, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PUBLIC COMMENTS

No one appeared at this time.

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 12:46 p.m. on Friday, July 15, 2022, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding the Comprehensive Plan Agreement*, at 12:46 p.m. on Friday, July 15, 2022.

The Executive Session was adjourned at 1:57 p.m. on Friday, July 15, 2022.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 1:57 p.m. on Friday, July 15, 2022.

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

There was no action taken.

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 1:57 p.m. on Friday, July 15, 2022.

These minutes approved by the Manor City Council on the 20th day of July 2022.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2022
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- June 2022 Department Monthly Reports

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve and accept the June 2022 Departmental Reports.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None



MEMO

To: Mayor and City Council Members
 From: Scott Jones, Economic Development Director
 Date: July 20, 2022
 RE: **June 8 to July 12**

- Met City Attorney about Manor Crossing project documents
- Attended TEDC Forward Planning Committee meeting – Ray Dunlap: Chairman
- Attended Manor Chamber of Commerce meeting, Small Business Coffee, 150th Anniversary meeting, 5 City staff meetings, 3 City Council meetings
- With Debbie C’s help, booked SBDC Director Joe Harper to be our July 20 Small Business Coffee guest speaker to be held at Manor Lion’s Club @ 8:30 am
- Developer meetings with Dwyer Realty and City Manager at their office; met with Barth Timmermann and City Manager at City Hall
- Attended 2-day DSM Training: “Reset the Clock” at City Hall
- Met with Pflugerville EDC Director Amy Madison at her office; discussed regional economic development strategies
- Attended 2-night TEDC Corpus Christi Conference, Legislative Committee Conference, ED Sales Tax Committee Conference and Political Action Committee Conference
- Virtual call with Chip Adams of Texas Music Office: Governor’s Office on Economic Development regarding program and membership; discussed with Debbie Charbonneau for her to take lead, complete application, monthly meetings and follow-up requirements
- Meeting with landowners Joseph & Anne Drayer re: development of their 263 acre tract off Kimbro Rd. into Industrial use; meeting with Gold Tier real estate brokers regarding sale of same property
- Meeting with Mayor and City manager & LanZola Communities at Austin People’s Community Clinic & tour
- Region 10 TML Meeting in Pflugerville
- Completed review of City Comprehensive Master Plan draft deliverables from Freese-Nichols and provided comments to City Manager
- Completed review and comments on Leander Proposition A and B CapMetro FAQ documents
- Attended TxDOT Regional Public Transportation Planning Meeting update
- Attended Freese-Nichols Comprehensive Master Plan update meeting
- Attended solid waste contract meeting with SWS, Veronica and City Manager
- Executed consulting agreement with ED Best Practices for Manor’s replacement/updated Incentives Policy & Ordinance

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

June 1-30, 2022

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	1	\$2,000.00	\$174.00	
Commercial Irrigation	2	\$63,000.00	\$4,404.50	
Commercial New	1	\$14,941,596.00	\$144,132.90	Whole Foods Distribution Center
Commercial New Shell	1	\$21,575,090.00	\$160,355.05	Hill Lane Spec Warehouse
Commercial Sign	1	\$6,000.00	\$142.00	
Commercial Swimming Pool/Spa	1	\$250,000.00	\$802.00	
Educational New	1	\$43,000,000.00	\$90,875.80	Manor ISD K-8
Residential Accessory	1	\$5,400.00	\$105.00	
Residential Deck/Patio	3	\$17,850.00	\$321.00	
Residential Driveway	1	\$4,500.00	\$95.00	
Residential Electrical	11	\$303,333.12	\$1,177.00	
Residential Foundation Repair	2	\$0.00	\$194.00	
Residential Irrigation	60	\$39,500.00	\$6,420.00	
Residential Mechanical-HVAC	4	\$20,456.00	\$428.00	
Residential New	79	\$25,559,036.75	\$400,511.00	
Residential Plumbing	5	\$18,075.00	\$595.00	
Residential Swimming Pool/Spa	1	\$89,000.00	\$307.00	
Totals	175	\$105,894,836.87	\$811,039.25	

Total Certificate of Occupancies Issued: 52
 Total Inspections(Comm & Res): 2,195

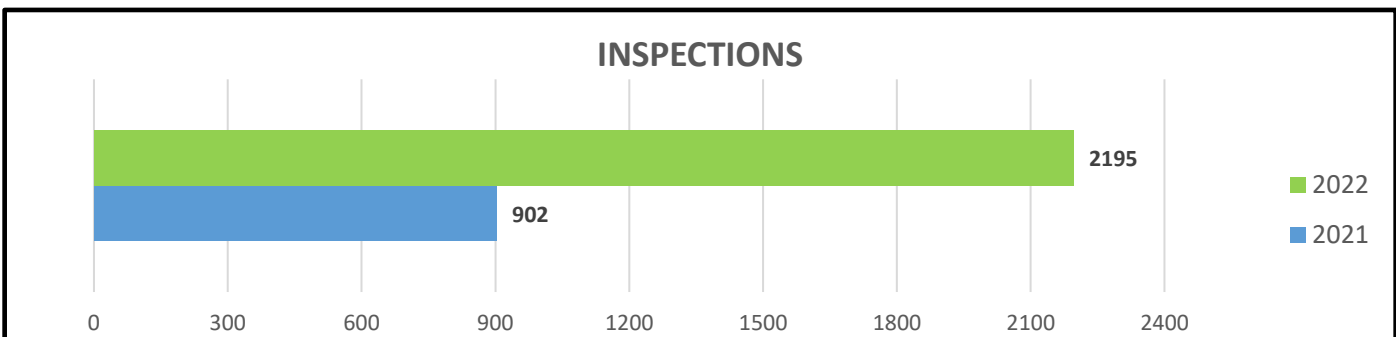
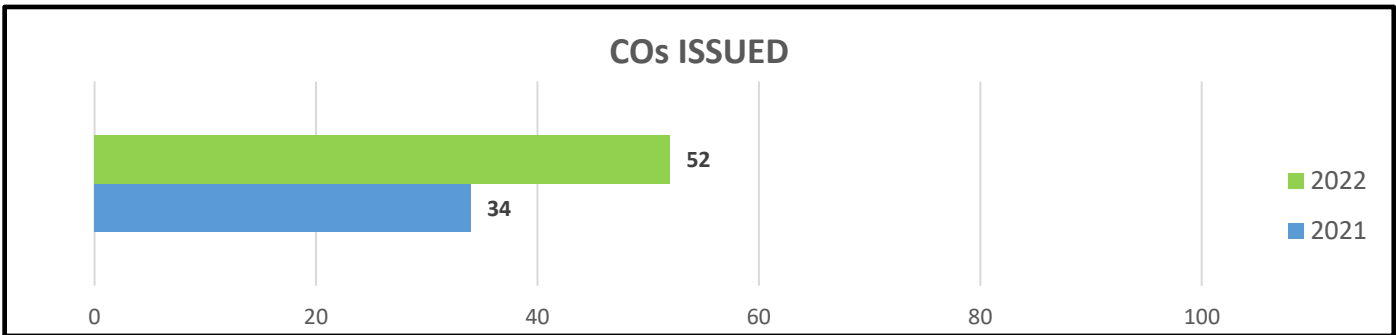
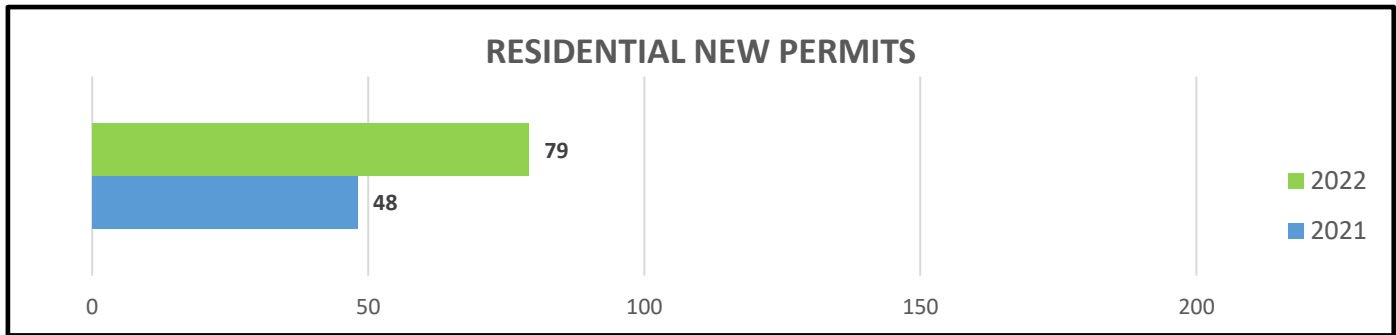
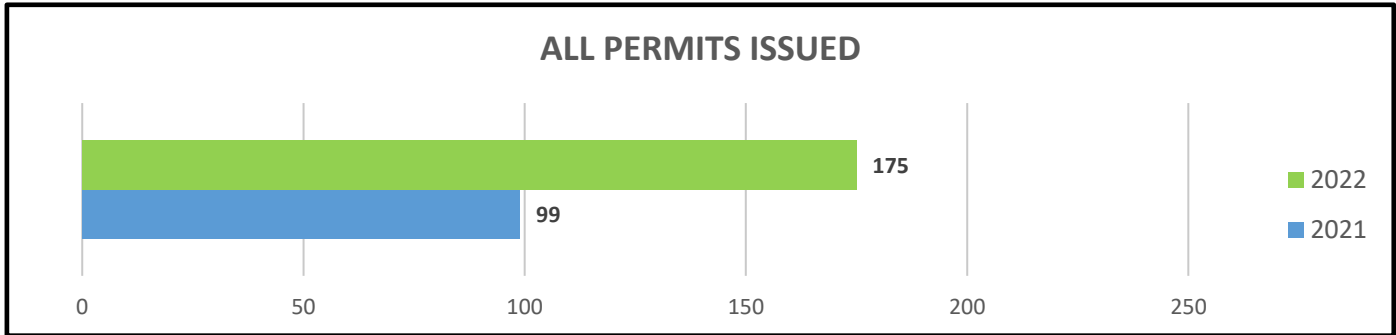
Scott Dunlop, Development Services Director





June 2022

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
 From: Debbie Charbonneau, Heritage & Tourism Manager
 Date: July 20, 2022
 RE: **June & July 2022**

COMMUNITY MEETINGS

Chamber of Commerce June Board of Directors Meeting – Thursday, June 26, 2022
 Chamber of Commerce July Board of Directors Meeting – Monday, July 18, 2022
 Chamber of Commerce June Monthly Membership Lunch – June 9, 2022
 Chamber of Commerce Ribbon Cutting – Le’Body Med Spa – Wednesday, June 22, 2022
 Chamber of Commerce Growth Zone Meeting – Frontier Bank – Wednesday, July 6, 2022
 Chamber of Commerce Growth Zone Meeting – Frontier Bank – Wednesday, July 13, 2022
 2022 Sesquicentennial Monthly Meeting – Tuesday, July 12, 2022
 4th of July Logistics Meeting – Thursday, June 30, 2022
 Small Business Coffee – Wednesday, June 15, 2022
 Small Business Coffee – Lions Club – Wednesday, July 20, 2022
 City Council Meeting – Wednesday, June 15, 2022
 City Council Meeting – Wednesday, July 20, 2022
 Preservation Central Oral Interviews – Thursday, July 14, 2022
 Regional Partners Meeting – Temple Texas – Friday, July 15, 2022
 Manor Artisans Market – Timmermann Park – Sunday, July 17, 2022
 Elgin Western Days Parade – I was asked to be a judge for their parade on Saturday, June 25, 2022

BUSINESS CONTACTS/VISITS

I made twenty 32 business contacts/visits for the months of June & July 2022



MEMO

EVENTS

SESQUICENTENNIAL 2022

The Steering committee has been meeting monthly.

The Steering Committee Members are:

- Lluvia Almaraz (City Secretary)
- Michelle Anderson, (Dwyer Realty)
- Debbie Charbonneau (Heritage & Tourism Manager and Chair, City of Manor)
- Lydia Collins (Finance Director, City of Manor)
- Sean Donnelly (Vice-President, Frontier Bank)
- Scott Dunlop (Development Services Director, City of Manor)
- Phil Green (IT Manager, City of Manor)
- Michelle Glaze (Director, Public Relations, Principal Professional Communications & Community Affairs/SAS, Samsung Electronics)
- Grant Hutchison (Owner, Shadow Glen Golf Club)
- Chief Ryan Phipps (Chief of Police and Co-Chair, City of Manor)
- Mike Tuley (Public Works Director, City of Manor)
- Tim Schultz (Community & Economic Development Representative, Bluebonnet Electric Co-Op)
- Tracey Vasquez (Human Resources Manager, City of Manor)
- Anne Weir (Councilwoman Place 2, City of Manor)
- Lance Zeplin (Public Works Superintendent, City of Manor)

The Sponsorship Committee is actively seeking sponsors for this event. We are pleased to announce and welcome the following sponsors:

Samsung Austin Semiconductor	Water Tower Sponsor	\$25,000.00
Frontier Bank	James Manor Sponsor	\$10,000.00
Applied Materials	James Manor Sponsor	\$10,000.00
Bluebonnet	Timmerman Park Sponsor	\$ 5,000.00
Greater Texas Federal Credit Union	Jennie Lane Sponsor	\$ 2,500.00
Whiskey Girls	Jennie Lane Sponsor	\$ 2,500.00
Cap Metro	Jennie Lane Sponsor	\$ 2,500.00
Thomas Bolt & Dr, Dustin Welch	Marnos Art Park Sponsor	\$ 1,000.00
AustiNuts	Manor Art Park Sponsor	\$ 1,000.00
Modisett & Sons	Manor Art Park Sponsor	\$ 1,000.00
Southside Market	Manor Art Park Sponsor	\$ 1,000.00



MEMO

Good Luck Grill	Manor Art Park Sponsor	\$ 1,000.00
American Contractors	Manor Art Park Sponsor	\$ 1,000.00
Thomas Bolt & Dr. Dustin Welch	Manor Art Park Sponsor	\$ 1,000.00
Café 290	Manor Art Park Sponsor	\$ 1,000.00
Compass Rose	Manor Art Park Sponsor	\$ 1,000.00

MOVIES IN THE PARK – JUNE 10, 17 & 24, 2022

The movies were shown in Timmermann Park. There was no admission fee and popcorn, and water were be provided. The movies were June 10 – Turning Red- June 17 – Space Jam II and June 24 – Coco.

The Movies In The Park were a great success. The families that attended really enjoyed themselves even though it was hot, and the water and popcorn was enjoyed by all.

JUNETEENTH CELEBRATION – JUNE 17, 2022

The celebration took place at Timmermann Park and was from 6:00pm – 8:00pm. There was a peace walk, music, food and more. The event was well attended, and the music was great.

“SHOP SMALL” “SHOP LOCAL” SUMMER FUN – The promotion began July 1 and will end on July 31, 2022. The participating businesses are – Baby Sharon’s Leis, Café 290, Eataly Pizzeria, Granny Clean, I’Wayne’s Caribbean Kitchen, Las Salsas, Le’Body Med Spa, Libation Station, Lillie Mae’s, Manor Vision, Maxine’s Gumbo House and XDJ Automotive.

4th OF JULY – JULY 4, 2022

The event was held at the Manor Senior High School on FM 973. It was a huge success, and the team estimated that 3,000 – 3,500 people were in attendance. There were eight food trucks, the Manor Youth Association had a fundraiser and Compass Rose was there with information about their school. The band was PDA and they played from 7:00pm – 9:00pm. The fireworks followed and closed out the event. We had people come from all around the Central Texas area for the event and fireworks which were great. A huge shout out to the committee who helped me pull all of this together. They were: Chief Ryan Phipps, Lydia Collins, Tracey Vasquez, Chief Ryan Smith, Lt. James Allen, The team from Public Works – Lance Zeplin, Anthony Moore, Terryon Wiks, Joshua Palmer, Kirk Nunn III, Timothy Lackland and Fabian Zamora.



MEMO

MANOR ARTISANS MARKET – JULY 17, 2022

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

MANOR COMMUNITY FARMER’S MARKET

The Market is located at Jennie Lane Park. Please join them every Wednesday from 4:00pm – 7:00pm and support your local small businesses.

OTHER DUTIES

Qwally Meeting – Monday, May 9, 2022 – We continue our bi-weekly meetings to keep improving the biz101.

Qwally Meeting – Monday, June 6, 2022 – Our bi-weekly meeting.

Qwally Meeting – Monday, July 11, 2022 – Our bi-weekly meeting.

Banners - We have banners with our Sesquicentennial logo, 4th of July event, Manor Night in the Park and Holidays in the Parks.

SMALL  **BUSINESS**
Coffee

Wednesday, July 20, 2022

8:30am - 10:00am

Lion's Club, 429 Parsons St.

Breakfast will be served.



**Joe Harper,
Executive Director**
McCoy College
of Business
Texas State SBDC

Joe joined the Texas State SBDC team as Executive Director in 2011 with over twenty years' experience as an entrepreneur. He has directed other SBDC programs at Southeastern Louisiana University, Sam Houston State University, Galveston Community College, Houston Community College and the University of Houston-Victoria.

Joe spends the majority of his time meeting with community stakeholders, funding partners and SBDC advisors. He has extensive business consulting experience in a broad spectrum of business issue addressing entrepreneurship, business planning, marketing strategies, market research, and financial management.

There Is No Charge For This Event

Space is Limited

Reservations Required by Monday, July 18, 2022

To RSVP please call Debbie at **(512) 569-5483** or email at **dcharbonneau@cityofmanor.org**





Location: Timmermann Park
 Address: 12616 Skimmer Run,
 Manor, TX 78653
 Date/Time: Sunday, July
 17th, 2022 | 11am-2pm
 Join us every 3rd Sunday of
 the month to support local
 artisan vendors!

Hosted By:



This is a family/pet friendly market.
 There will be food
 (empanadas/baked goods), nitro cold
 brew coffee, shaved ice, free face
 painting for the kiddos, and a
 wonderful group of artisan vendors
 selling their hand crafted items! Feel
 free to bring lawn chairs, as seating
 may be limited.

Follow us on IG: @ mam.tx and FB: @
 Manor Artisans Market for updates
 and more info on market events and
 vendors!

Vendor List

- Nico's Nitro Cold Brew Coffee
 - The Traveling Empanada
 - Texas Mobile Shaved Ice
 - Images by April (Face Painting)
 - El Ranchito De Shansky
 - Sweet Seductions by Meme
 - Humble Homestead Crafts
 - Dreamy Liscious Soaps
 - Quirky Violets Mosaics
 - May & August
 - Poo Puppies
 - Nanny Goat Salsa
 - Eightana Designs
 - Space Cow Bakery
 - Diana Accesorios
 - Worthy & Worthy Creations
 - Siir Aromas
 - Laser Life Creations
 - Tammy's Kitchen
 - Honeywood ATX
 - Mama C's Crafty Creations
- Please refer to our social media
 pages for vendor highlights and
 descriptions!



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 7/20/2022

June

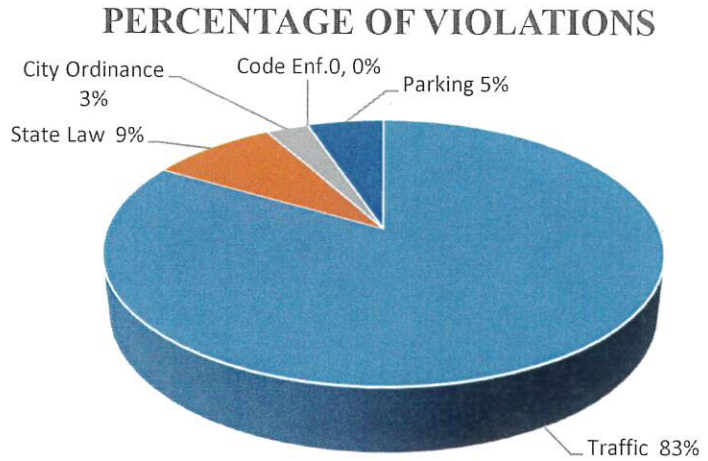
Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1585	1675	5.4↓	Patrol Car Rental Last Month \$3,345 YTD \$11,756
Average CFS per day	53	56	5.4↓	
Open Cases	136	60	126.7↑	
Charges Filed	66	54	22.2↑	
Alarm Responses	54	51	5.9↑	
Drug Cases	6	20	70↓	
Family Violence	1	7	85.7↓	
Arrests FEL/MISD	15 Fel/51 Misd	20 Fel/34 Misd	25%↓ Fel chg/ 50% ↑Misd	
Animal Control	35	21	66.7↑	
Traffic Accidents	46	51	9.8↓	
Impounds	55	70	21.4↓	
DWI Arrests	16	20	20↓	
Traffic Violations	438	542	19.2↓	
Ordinance Violations	182	30	506.7↑	
Victim cases	51	15	240↑	
Total Victims served	93	10	830↑	
Laboratory Submissions	11	7	57.1↑	

Notes:

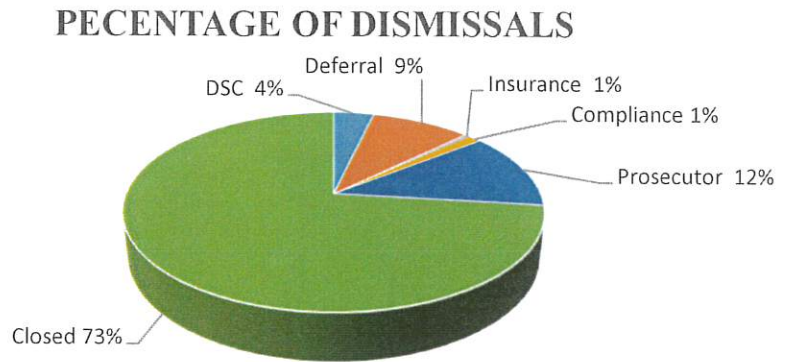
*DNA- DATA NOT AVAILABLE

City of Manor Municipal Court JUNE 2022

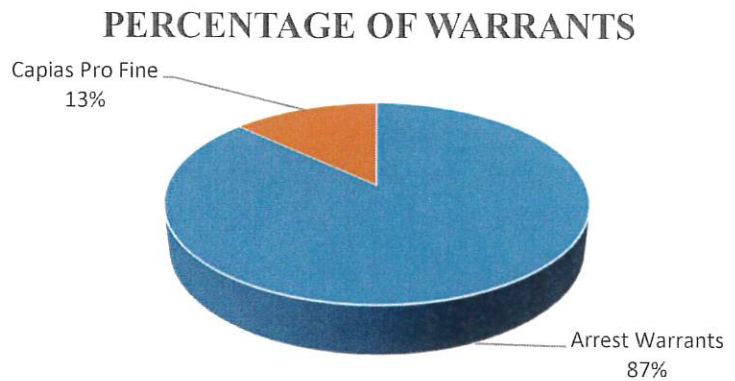
Violations Filed	Jun-22	Jun-21
Traffic	173	195
State Law	18	34
City Ordinance	6	8
Code Enforcement	0	0
Parking	11	2
Total	208	239



Dismissals	Jun-22	Jun-21
DSC	9	1
Deferral	22	4
Insurance	1	0
Compliance	3	2
Prosecutor	30	22
Closed	178	144
Total	243	173



Warrants	Jun-22	Jun-21
Arrest Warrants	105	0
Capias Pro Fine	16	0
Total	121	0



Money Collected in June 2022

Kept By City	\$27,706.90
kept By State	\$9,833.16
Total	\$37,540.06

Money Collected in June 2021

Kept By City	\$25,568.04
Kept By State	\$9,707.55
Total	\$35,275.59



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: July 20, 2022
RE: June Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

Water Production & Purchase

In June, 29 % of the water we supplied to our residents was from our wells, and we purchased 71 % from EPCOR and Manville WSC.

Subdivision Inspections

- Street Inspections- 36
- MS4 – 20 Inspection per working day.
- Water Inspections- 4
- Wastewater Inspections- 18

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
July 2022

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 1	Wilbarger WWTP, Onsite LS, Public Works Bldg.	Project closeout	100%
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 2	Creekside Lift Station improvements, Carrie Manor Lift Station	Carrie Manor Lift Station - Station energized, startup has taken place; contractor working on punch list items. The lift station is online.	99%
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	Lift station start up complete; contractor working on punch list; WWTP plant startups took place on May 18 th and May 25 th . Contractor working on punch list items.	99%
Cottonwood Creek Wastewater Collection System Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Construction is substantially complete, waiting on final electrical work at lift station to commission system.	99%
FM973 Water & WW Lines	12" water line and 12"/15" gravity wastewater line in FM 973	Final walk-through to be conducted Thursday, July 7.	Construction Phase – Construction approx. 99% complete.
Bastrop/Parsons Gravity Main	12" gravity wastewater main	Change order was approved on June 1 st council meeting. Final change order will be needed to closeout project. Waiting on information from City regarding work on wastewater services.	99%
CIP W-15 FM973 WL	12" Water Line from downtown to Manor Commons area	Construction has been stopped due to missing easement. Contractor will start back up once easement is in place. The Condemnation should have been filed July 1.	Construction 85% complete.

Pavement Management Program	Pavement Assessment and Management Program	Began working on Phase 2. Working on updating list for FY2022 paving projects.	Phase 2 – 10% complete
I&I Program	Phase 1 and Phase 2 Inflow and Infiltration Program	Final report presented to Council on April 6 meeting. Summary of results submitted to PW Executive Summary provided to PW.	Phase 1 – complete Phase 2 –complete
Cottonwood Creek Phase 2 Wastewater Line Extension	Northern extension of gravity wastewater line in Cottonwood Creek Basin	Construction has been halted due to issue with easement.	Construction Phase
Manor Commercial Park WW Collection System	Phased wastewater collection system improvements for Beltex area	Surveying is happening this week and next.	Construction Documents
Gregg Manor Road GST and Pressurization Facilities	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	Received survey July 1. Working on updating site layout as well as specifications for submittal to TCEQ.	Working on Construction documents.
FM 973 and US 290 Water Lines, CIP W-15 & W-16	Water line extensions along FM973 and US 290	Working on ROEs and preliminary engineering	Preliminary Engineering
Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth	Preliminary Engineering submittals under City Review, final design under way	Preliminary/Design Engineering
FY 2021 Paving Improvements Project	Capital Metro BGA and City-Funded paving improvements	Construction began on May 5.	Under construction.
Cottonwood Creek West Tributary WW Improvements	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Preliminary Engineering under internal review. Waiting for survey.	Preliminary Engineering
Cottonwood Creek Grant Project	Grant funded expansion of the Cottonwood Wastewater Treatment Plant	Follow up with Gandolf	Preliminary Engineering

Streets and Parks Monthly Report June 2022

Daily Duties and Projects 6-1-2022 / 6-30-2022

Street Maintenance- Started removing asphalt and replaced base on E. Rector St for paving project.

Street Maintenance – Placed gravel on E. Townes St. for paving project.

Street Maintenance – Started taking wooden spoons to High School on for 4th of July event.

Streets Maintenance – Hung 8 banners for 4th of July Event.

Streets Maintenance – Shredded land North of 4th of July event for help with fire prevention.

Streets Maintenance – Placed new street names signs.

Streets Maintenance- Repaired sunk spot with asphalt on Voelker Ln.

Streets Maintenance - Repaired down stop sign on Voelker Ln.

Streets Maintenance - Placed new banners along Lexington St.

Street Maintenance- Repaired granite rock washouts from rain at bocce courts at Timmermann Park.

Streets/Parks Maintenance - Staff attended Reset the Clock classes.

Parks/Streets Maintenance – Moved storge items at Cube Smart Storage.

Parks Maintenance – Setup/take down for Movies in the Park along with Juneteenth Event.

Parks/Streets Maintenance – Weekly table setups and take downs at city hall as requested.

Parks Maintenance – Mowed cemetery for Father’s Day.

Parks Maintenance- Cut and removed fallen tree in alley from storm in alley near Browning St. & LaGrange St.

Weekly irrigation checks.

Playground and play scape monthly safety checks.

Scheduled weekly park mowing maintenance completed.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly park rounds at park facilities completed.

Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty

-36 locations inspected once a day.

-2 MS4 reports submitted this month as required by TCEQ.

Concerte Pre pour Inspection

Logos Phase 4 & 5 – 0 inspections

Logos Phase 3 – 2 inspections

Palomino – 5 inspections

Shadowview Sec 3 Hill Ln – 0 inspections

Manor Heights Phase 2 – 0 inspections

Manor Heights Phase 3 – 20 inspections

Manor Heights Phase 6 – 0 inspections

Logos Village Clusters – 0 inspections

Presidential Heights Phase 6 – 0 inspections

StoneWater Phase-3 – 0 inspections

Village of Manor Commons Phase 2 – 8 inspections

Village of Manor Commons Phase 4 – 6 inspections

Density Test

Lagos Phase 4 & 5 - 0 inspections

Manor Heights Phase 3 – Sec 2 - 5 inspections

Manor Heights Phase 2 Sec 2 – 0 inspections

Presidential Heights Phase 6 – 0 inspections

Shadowview Sec 3 Hill Ln – 0 inspections

Stonewater Phase-3 – 0 inspections

Manor Commands Phase 2- 0 inspections

Manor Commands Phase 3- 0 inspections

Manor Commands Phase 4 & 5- 4 inspections

Palomino – 0 inspections

Lagos Phase 3 - 4 inspections

Village of Manor Commons Phase 4 -0 inspections

Village of Manor Commons Phase 2 – 0 inspections

Proof Rolls

Lagos Phase 4 & 5 – 0 inspections
 Manor Heights Phase 6 – 0 inspections
 Manor Heights Phase 2 sec – 0 inspections
 Manor Heights Phase 3 – Sec 2 - 5 inspections
 Shadowview Sec 3 Hill Ln – 0 inspections
 Village of Manor Commons Phase 2 – 0 inspections
 Village of Manor Commons Phase 4 -0 inspections
 Stonewater Phase-3 – 0 inspections
 Palomino – 1 inspection
 Logos Phase 3 – 5 inspections
 Street paving project - 8

Pre-Pave Inspections

Logos Phase 3 – 0 inspections
 Manor Heights Phase 2 Sec 1 – 0 inspections
 Manor Heights Phase 6 – 0 inspections
 Presidential Heights Phase 6 – 0 inspections
 Manor Heights Phase 3 Sec 1 – 0 inspections

Storm Sewer Inspections

Manor Heights Phase 3 – 0 inspections
 Gregg Manor Rd – 0 inspections
 Shadowview Sec 3 Hill Ln – 0 inspections
 Village of Manor Commons Phase 2 – 0 inspections
 Manor Commands Phase 2- 0 inspections
 Holiday Inn - 1 inspection
 Palomino – 4 inspections

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

Presidential Heights Phase 3 – homes are still being built.

Presidential Heights Phase 6 – homes are being built.

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

Presidential Heights Phase 5 – 1 -year walkthrough has been done, contractor in process of repairs.
 September 2021 still waiting.

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

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

Manor Commons – Phase 1- homes are still being built.

Manor Heights – Phase I Sec. 1 – homes are being built.

Manor Heights – Phase I Sec. 2 – homes are being built.

Manor Heights Phase 1 Sec 1 – 1-year walkthrough has been done, contractor in process of repairs.
November 2021 still waiting.

Manor Heights – Phase I Sec. 2 – Contractor in building process.

Manor Heights – Phase II Sec. 1- Contractor in building process.

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

Manor Heights – Phase III Sec. 1- development process.

Manor Heights Phase III Sec. 2 – development process.

Manor Commons wastewater and water improvements in process.

Logos Phase 4 and 5 in development process.

Logos Phase 4 and 5 walkthrough punch list prebuilding February 2022

Lagos Phase 2- homes are being built.

Logos Village Clusters in building process.

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

Shadowglen Phase 2 Sec 25 & 26 walkthrough punch list. September 2021 still waiting.

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

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

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

Palomino Subdivision - development process.

Water Monthly Report June 2022

For the month of June, the Water Department had 40 service calls, 4 repair jobs, 2 maintenance and 4 inspections.

Service calls include Low water pressure calls, meter leaks, line locates, brown water calls, disconnect water services, and connected water services.

Repairs

Conner of Wheeler and Lampasas St.- Fire hydrant leak has been repaired 6/8/22.

12749 St. Mary- Meter washer was causing leak. Washer has been replaced and leak has been repaired.

Clear Well- A small leak on feeder injector service pipe 6/30/22.

Maintenance

Browning and Burnet- Made square concreted casing for valve 6/6/22.

Painted water valve blue at Wildhorse Creek 6/30/22.

Inspections

Stonewater 2-year warranty for phase 2 north check for any repairs needed 6/1/22

BACT samples at 11504 Burton, 501 North Caldwell, 12304 Water ford, 13316 Nelson Houser, and 18212 Canopy. 6/6/22.

BACT Samples at 510 E. Wheeler, 16613 Trevin Cove, 12414 Timber Arch, 18212 Canopy, and 13301 Pine Needle 6/21/22.

Lagos- pulled the last 150 feet of Mandrels, all testing is done in Lagos including Bac T.

Wastewater Monthly Report June 2022

For the month of June, the Wastewater Department had 5 service calls, 4 repair jobs, 2 maintenance jobs and 18 inspections.

Service calls

18108 Topsail- Resident called to report sewer backup. Upon arrival city side was clear.

11401 Liberty resident called after hours to report a sewer back up. City side has been cleared by jet machine. 6/15/22

603 S Samaripa St- Resident called to report a sewer back up. Wastewater line has been cleared customer has been notified. 6/27/22.

12724 St. Mary Dr.- Customer called to report a sewer back up. Line was clear upon arrival. Line will be camera. Repairs will be made if determined break in line is on city side. 6/27/22

13504 Charles Abraham- Resident called to report a broken clean out lid. Clean out lid has been replaced. Customer has been notified. 6/27/22

Maintenance

Cleaned wastewater lines with jet machine in town. 6/28/22

Cleaned wastewater lines with jet machine in Hamilton point. 6/28/22

Repairs

13308 Marie Ln.- Sewer service line has been repaired. 6/3/22

11600 Herford- Sewer service line has been repaired. 6/3/22

18108 Topsail- Clean out line has been repaired. 6/14/22

11401 Liberty St.- Sewer service line has been repaired. 6/27/22

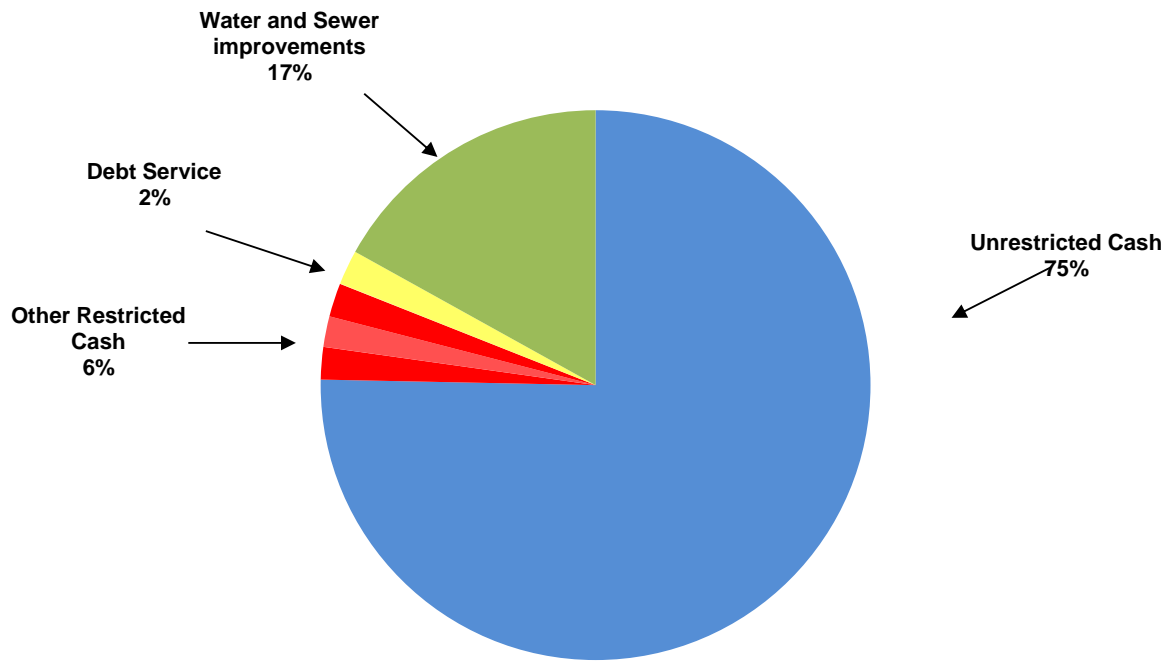
Inspections

1. Chasco laid 8-inch wastewater main. Added marking tape and bedding. 6/8/22 to 6/10/22
2. R Construction laid out manholes and 12-inch pipe getting ready to start pipe. 6/8/22 to 6/10/22
3. Pulled mandrels at Lagos phase. 3 6/10/22
4. Manor Heights phase 4- laying manholes and 8" sewer pipe, getting ready to start laying pipe on Wednesday. 6/14/22 to 6/17/22
5. Chasco- is laying new 8" wastewater main. Bedding looks good 6" on each side and 6" on the bottom and 12" on top along with the sewer tape on top of rock. 6/15/22
6. R Construction- is laying new 12" wastewater main. Bedding looks good 12" on each side and 6" on the bottom and 12" on top along with the sewer tape on top of rock. 6/15/22 to 6/17/22
7. Chasco- is laying new 8" wastewater main. Bedding looks good 6" on each side and 6" on the bottom and 12" on top along with the sewer tape on top of rock. 6/21/22 to 6/24/22

8. Manor Heights phase 4- is laying new 8" wastewater main. Bedding looks good 6" on each side and 6" on the bottom and 12" on top along with the sewer tape on top of rock. 6/21/22 to 6/24/22
9. R Construction- is laying new 12" wastewater main. Bedding looks good 12" on each side and 6" on the bottom and 12" on top along with the sewer tape on top of rock 6/21/22 to 6/24/22
10. Guerrero Construction- Pulled Mandrels from N. Bastrop st all the way to Manor Lions club, all passed. 6/24/22
11. R Construction- is laying new 12" wastewater main. Bedding looks good 12" on each side and 6" on the bottom and 12" on top along with the sewer tape on top of rock. 6/27 to 6/30 /22
12. Guerra Construction – Pulled mandrels on north Bastrop Street from west parsons to west wheeler. It Passed 6/27/22
13. Guerra Construction – did low pressure testing at W. Parsons and Manor Lions Club to north Bastrop Street. It Passed 6/28/22
14. Walk Through on Manor Heights off old Kimbro 6/29/22 6/30/22
15. Manor Heights phase 4- is laying new 8" wastewater main. Bedding looks good 6" on each side and 6" on the bottom and 12" on top along with the sewer tape on top of rock. Also laying wastewater services 6/29/22
16. Chasco- is laying new 8" wastewater main. Bedding looks good 6" on each side and 6" on the bottom and 12" on top along with the sewer tape on top of rock. Also laying wastewater services 6/30/22
17. Located 12 in water main on Gregg Road for about 1/3 of a mile. 6/30/22
18. Finished Punch list for Manor Commons. 6/30/22

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of June, 2022**

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	\$ 19,675,995	\$ 10,430,045			\$ -	\$ 30,106,040
Restricted:						
Tourism				760,524		760,524
Court security and technology	1,136					1,136
Rose Hill PID				719,163		719,163
Customer Deposits		791,353				791,353
Park	8,951					8,951
Debt service			811,666			811,666
Capital Projects						
Water and sewer improvements		-		6,771,136		6,771,136
TOTAL CASH AND INVESTMENTS	\$ 19,686,081	\$ 11,221,398	\$ 811,666	\$ 8,250,823	\$ -	\$ 39,969,969



Overview of funds:
\$179,888.02 sales tax collected
 GF is in a favorable status.
 UF is in a favorable status
 DSF is in a favorable status
 CIP Fund is in a favorable status



MEMO

To: Mayor and City Council Members
From: Tracey Vasquez, Human Resources Manager
Date: July 20, 2022
RE: **June 2022**

Meetings and Events:

Manorpalooza Appreciation Meeting

June 17, 2022

4th of July Logistics Meeting

June 7, 2022

June 16, 2022

Movies in the Park Logistics Meeting

June 8, 2022

Volunteered June 17, 2022

Juneteenth Logistics Meeting

June 15, 2022

Volunteered June 17, 2022

City Council Meetings

June 1, 2022

June 15, 2022

Executive Session

June 1, 2022

Personnel Matters -to discuss duties of the City Manager.

City Council Workshop

Charter Amendment Review

June 1, 2022

June 15, 2022

Youth Citizens Police Academy

June 16, 2022

June 23, 2022

June 30, 2022



MEMO

HR Workshop Roundtable Meeting

June 9, 2022

June 23, 2022

Small Business Coffee

June 15, 2022

Chamber of Commerce Ribbon Cuttings

June 22, 2022

Le'Body Med Spa

June 2022

- June 1, 2022, TML Health meeting on Rutherford- proposed benefit premiums for 2023.
- FY 2022-2023 Budget first round meetings throughout the month of June with the City Manager and Finance director for Police Department, Public Works, Development Services, Economic Development, Administration, Community Development, and IT (seven individual meetings).
- Retained and presented City management training for “Reset the Clock”, two-day training course for ALL management staff.
- Attended TML Health intro to wellness to establish and assistant city employee’s in obtaining the \$150 health incentive through TML Health.
- Design and purchase merchandise for Sesquicentennial events.
- Obtained City Council approval regarding the contract with an outside compensation firm using the matrix as needed for the City of Manor.
- Policy and Procedure reviews with the regarding revamping current layout and updating policies.
- Interview with panel for the Public Works Director position.
- Brought snacks and goodies and discussed HR duties and responsibilities with the YCPA.
- Teamed with Raymond Muniz, W/WW Superintendent, in bringing in Pflugerville ISD to do a tour of the new WW facilities and handed out information packets, job descriptions, and goodie bags, to the students that have recently graduated through their work/studies program.
- Day to day operations of the Human Resources department regarding property, liability, and worker’s comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, Worker’s Compensation and training schedules.



MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: July 20, 2022

RE: **June Monthly Report**

This month we:

1. Continued to implement Multi-Factor Authentication and will continue to evaluate.
2. Started project to migrate networks.
3. Started project to move the PD body and in-dash camera footage storage. This is at a critical juncture and needs to be addressed.
4. Started documenting all processes in IT.
5. Started cleanup of the server area.



MEMO

To: Mayor and City Council Members

From: Lluvia T. Almaraz, City Secretary

Date: July 20, 2022

Re: **June 2022**

City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	TOTAL
City Council Agendas	City Council meetings & workshop agendas prepared & posted in accordance with Local Government Code.	6
Council Minutes	Minutes recorded, prepared, approved, archived	6
Ordinances	Ordinances written, processed, &/or published and forward to Municode for Code Supplement	9
Resolutions	Resolutions written & processed	2
Proclamations/Recognitions	Proclamations & Recognitions, written & presented	2
Boards & Commissions appointments	Board appointments implemented & completed; appointments recorded	0
Contracts & Agreements	Contracts & Agreements approved & executed	10
Elections Administration	Elections ordered and coordinated June 11, 2022, Runoff Election	1
Deeds / Easements	Deeds / Easements, executed & recorded	2
Annexations	prepared & recorded	0
Public Improvement Districts	Agreements approved & executed	0
Alcohol Permits	Alcohol permits processed new, certificate or renewed	1
Bids	Bids advertised, received, tabulated, awarded, recorded	0
Records Management Program	Boxes of documents destroyed in accordance with records retention schedule (Destruction Date scheduled for July 29, 2022)	0
Open Records Requests	Number of Open Records Requests processed (within 10 days as required)	64



MEMO

ATTENDED MEETINGS

- Small Business Coffee Meeting, June 15th
- Council Meetings – June 1st and June 15th
- Council Workshop – June 15th
- Council Special Meeting – June 21st
- TML Region 10 Meeting – June 30th

ATTENDED CITY EVENTS

- Movies in the Park - June 24th

TRAINING

- Attended Records Management Training Seminar TMCA – June 16-17th
- Attended Reset The Clock Management Training – June 13-14th
- Attended JustFOIA Training – June 28th

OTHER

- Prepared materials for Runoff Election – June 11th
- Prepared materials for the November 8, 2022, General and Special Elections
- Daily responsibilities include Election Administration, Records Management Administration, Public Information Processes, Open Meetings Compliance, Boards and Commission processes, City Council Committees processes, Alcohol Beverage City Permits processes, Mayor and City Council administrative support, Administrative and Official duties and Customer Service.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2022
PREPARED BY: Scott Dunlop, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion and possible action on an ordinance annexing 62.84 acres, , more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving an Agreement for the Provision of Services for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

BACKGROUND/SUMMARY:

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

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

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

- Petition
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the first reading on an ordinance annexing 62.84 acres, , more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving an Agreement for the Provision of Services for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

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

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

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

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

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

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

NOW THEREFORE, the undersigned by this Petition and Request:

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

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

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

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

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

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

FILED, this 23rd day of March, 2022, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioners: Property Owner(s)

Jefferson Triangle Marine, L.P.

By: Palmera Properties, Inc.
General Partner



Edward P. deZevallos
President

STATE OF TEXAS §
Houston §
COUNTY OF TRAVIS §

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

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

(SEAL)





Notary Public, State of Texas

EXHIBIT "A"

Survey and Legal Lot Description attached to this coversheet



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

Job Number: 21-021

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



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Job Number: 21-021

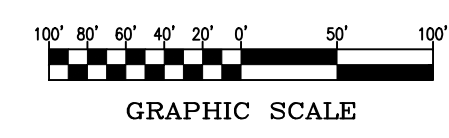
Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 53.42ac ALTA.dwg

DESIGN AND BOUNDARY VERIFICATION SURVEY OF 62.805 ACRES (2,735,807 SQUARE FEET) OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY, TEXAS AND BEING ALL OF CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

REVISIONS	DATE	DESCRIPTION

PROJECT NAME: JTM Old Kimbro Rd.	SCALE: 1"=100'
JOB NUMBER: 21-021	DATE: 05/02/2021
DRAWING FILE PATH: K:\21021-JTM OLD KIMBRO ROAD.DWG	FIELDNOTE FILE PATH: XXX
TECH: JCA	PARTYCHIEF: JE
CHECKED BY: ROW	FIELDBOOK: 362

- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
 - 1/2" REBAR WITH CAP FOUND (OR AS NOTED)
 - ⊙ 1/2" REBAR WITH CAP SET (STAMPED "LSI SURVEY")
 - ▲ 60D NAIL FOUND (OR AS NOTED)
 - ⊕ FENCE CORNER POST FOUND
 - △ CALCULATED POINT NOT SET
 - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - P.L.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 - R.O.W. RIGHT-OF-WAY
 - P.U.E. PUBLIC UTILITY EASEMENT
 - E.P. EDGE OF PAVEMENT
 - E.W. EDGE OF WATER COURSES FROM RECORDS



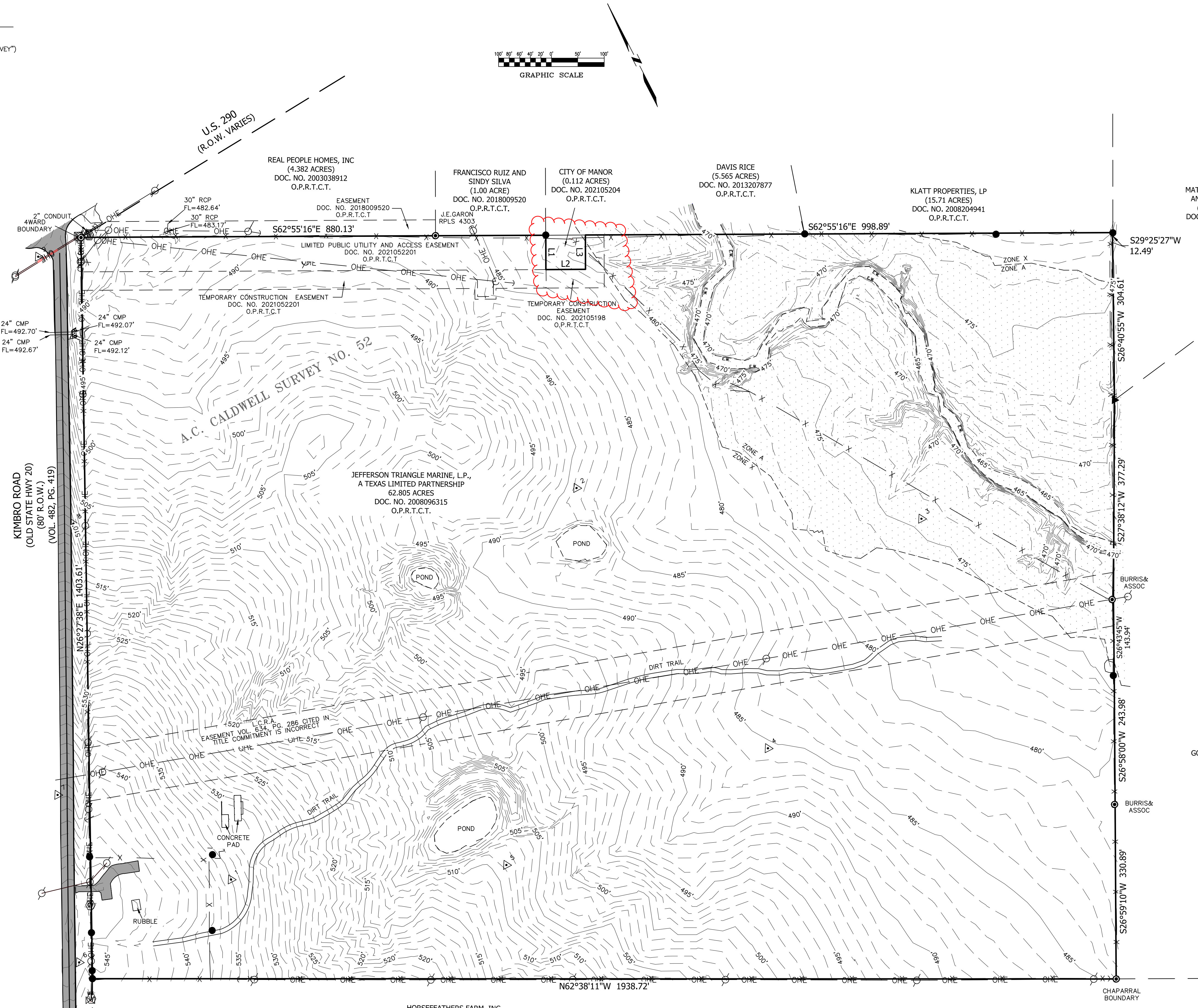
- LEGEND**
- ← GUY ANCHOR
 - OHE OVERHEAD ELECTRIC
 - ⊕ POWER POLE
 - ⊕ SIGN POST SIGN
 - ⊕ TELEPHONE JUNCTION BOX
 - ⊕ WATER METER
 - ⊕ WATER VALVE
 - ⊕ BARB WIRE FENCE
 - ▨ FLOOD ZONE
 - ▨ ASPHALT PAVING
 - YELLOW PAINT STRIPE

Line Table

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

Point Table

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



GENERAL NOTES:

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

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359

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

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL.

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

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

FLOOD NOTE:

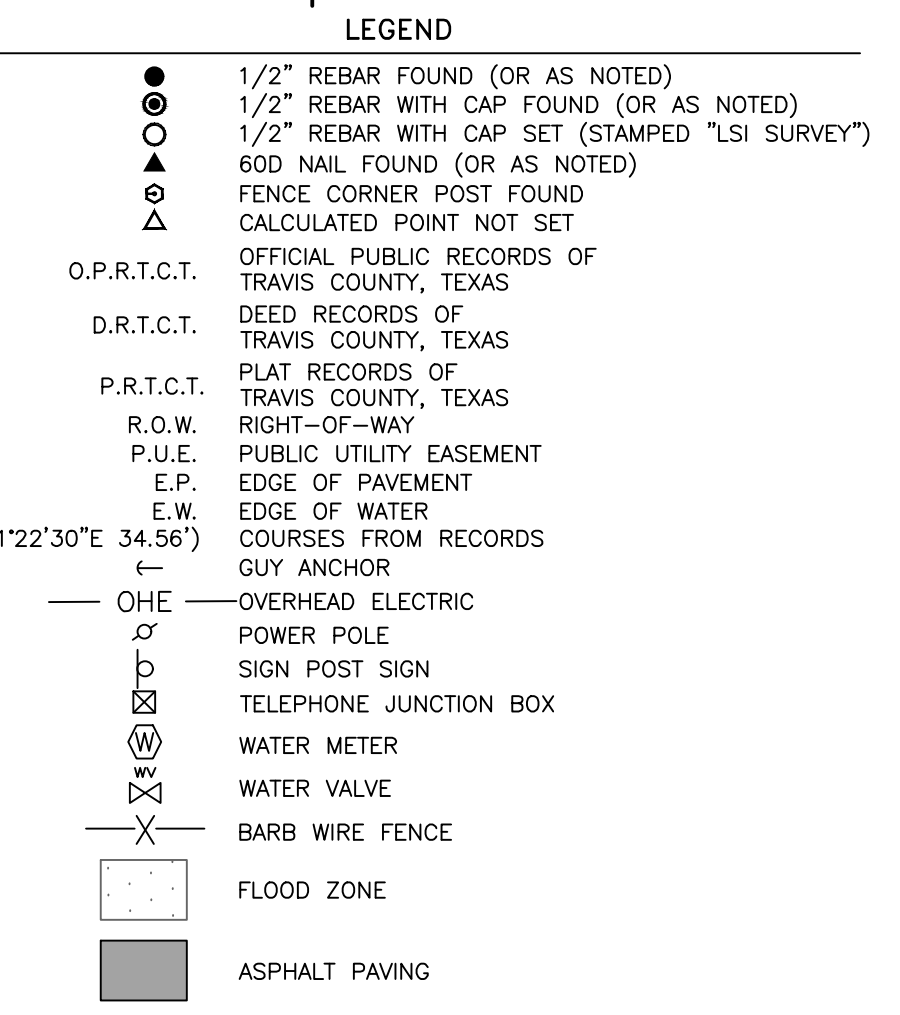
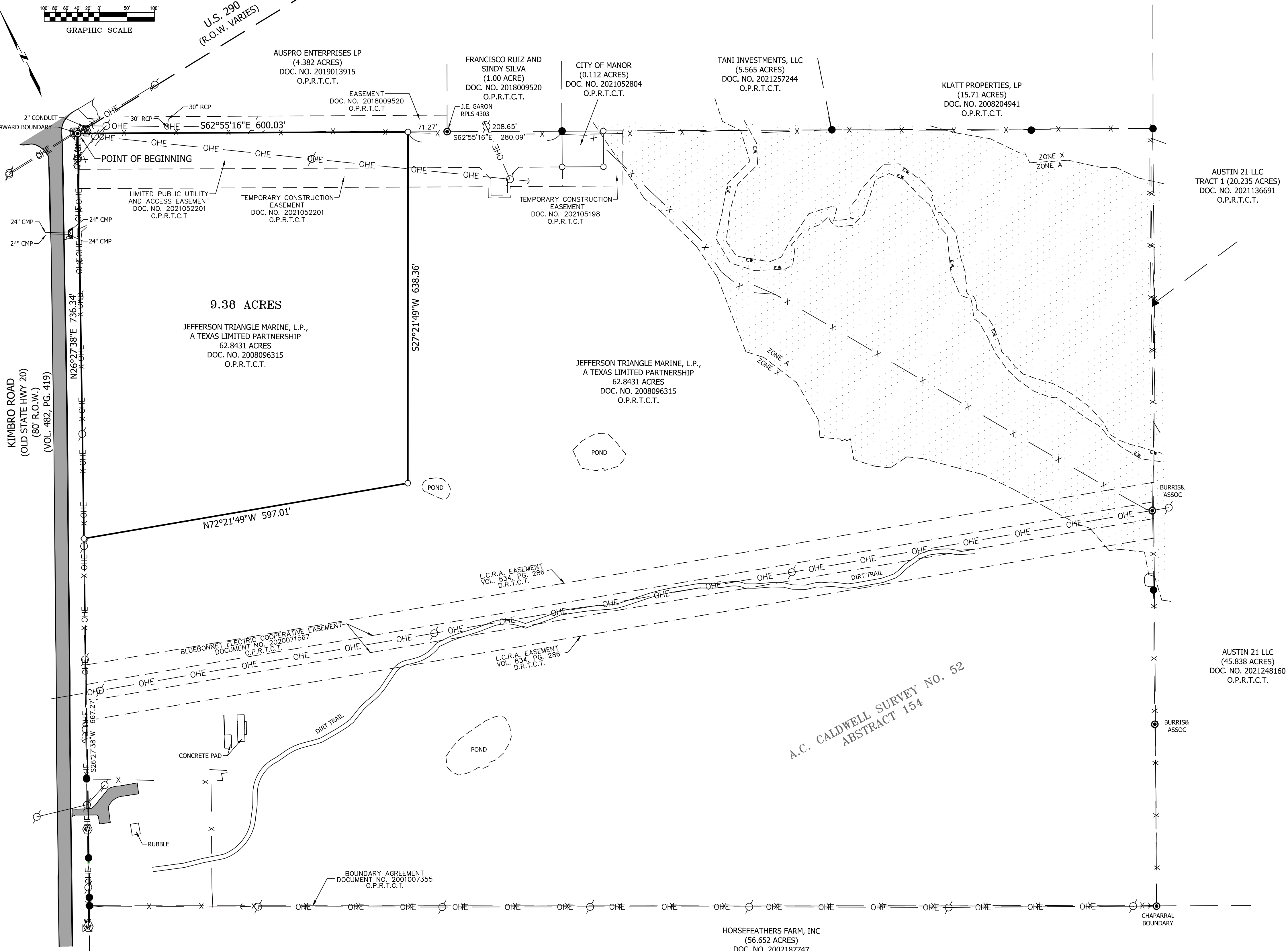
THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48530050SH, DATED SEPTEMBER 26, 2009 AND MAP NO. 4845300485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

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

TOPO CERTIFICATION

THIS MAP WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION. THE FIELD WORK WAS COMPLETED ON MAY 19, 2021.

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



GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359. SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

2021 ALTA/NSPS TABLE A NOTES: ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY. ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY. ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE SURVEYOR. ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 9.38 ACRES MORE OR LESS. ITEM 7a: NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY. ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY. ITEM 9: NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY. ITEM 13: NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.

LEGAL DESCRIPTION: IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C) BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF. COMMITMENT FOR TITLE INSURANCE PROVIDED BY: CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 8000362100979 ISSUE DATE: SEPTEMBER 30, 2021 EFFECTIVE DATE: SEPTEMBER 20, 2021 ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR. SCHEDULE B EXCEPTIONS: 10. a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER) b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING: ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER) c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER) d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: BOUNDARY AGREEMENT DATED: DECEMBER 18, 2000 EXECUTED BY: JUDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001 RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (SHOWN ON SURVEY) e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC. PURPOSE: EASEMENT RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS (NO DESCRIPTION PROVIDED IN RECORD DOCUMENT - NOTED HEREON) f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: LOWER COLORADO RIVER AUTHORITY PURPOSE: ELECTRIC TRANSMISSION RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS (SHOWN ON SURVEY) g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DEVELOPMENT AGREEMENT DATED: SEPTEMBER 20, 2017 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS RECORDING DATE: DECEMBER 15, 2017 RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (NOT A SURVEY MATTER) h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: EASEMENT AGREEMENT DATED: MARCH 25, 2020 EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP RECORDING DATE: MAY 4, 2020 RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY) i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: TEMPORARY CONSTRUCTION EASEMENT DATED: FEBRUARY 5, 2021 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR RECORDING DATE: JANUARY 1, 2021 RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY) j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: CITY OF MANOR PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT RECORDING DATE: MARCH 11, 2021 RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (SHOWN ON SURVEY) k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER) l. IF ANY PORTION OF THE PROPOSED LAND AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED: OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND, HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF. OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO \$ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF THIS POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION OR ANY PRINTED PROVISION OF THIS POLICY. LOAN POLICY(IES) ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE LIEN INSTRUMENT SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASE AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECT IN, OR OBJECTIONS TO, THE TITLE UP TO THE FACE AMOUNT OF THE POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION UNDER SCHEDULE B, OR ANY PRINTED PROVISION OF THIS POLICY. (NOT A SURVEY MATTER) m. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER)

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

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

Table with columns for REVISIONS, DATE, and DESCRIPTION. Includes drawing name: OLD KIMBRO ROAD 9.38AC ALTA and sheet number: 01 of 01.

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature pages follow]

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

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER:

Jefferson Triangle Marine, L.P.

By: 

Name (print): Don D'Aguiro

Title: V.P. and General Counsel

Date: 6-8-2022

Subject Property Description

Tract One



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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




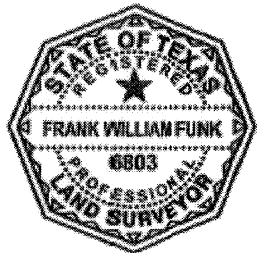
- 2. **North 72°21'49" West** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set in the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, from which a 1/2" rebar found for the Southwest corner of said 62.8431 acre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

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

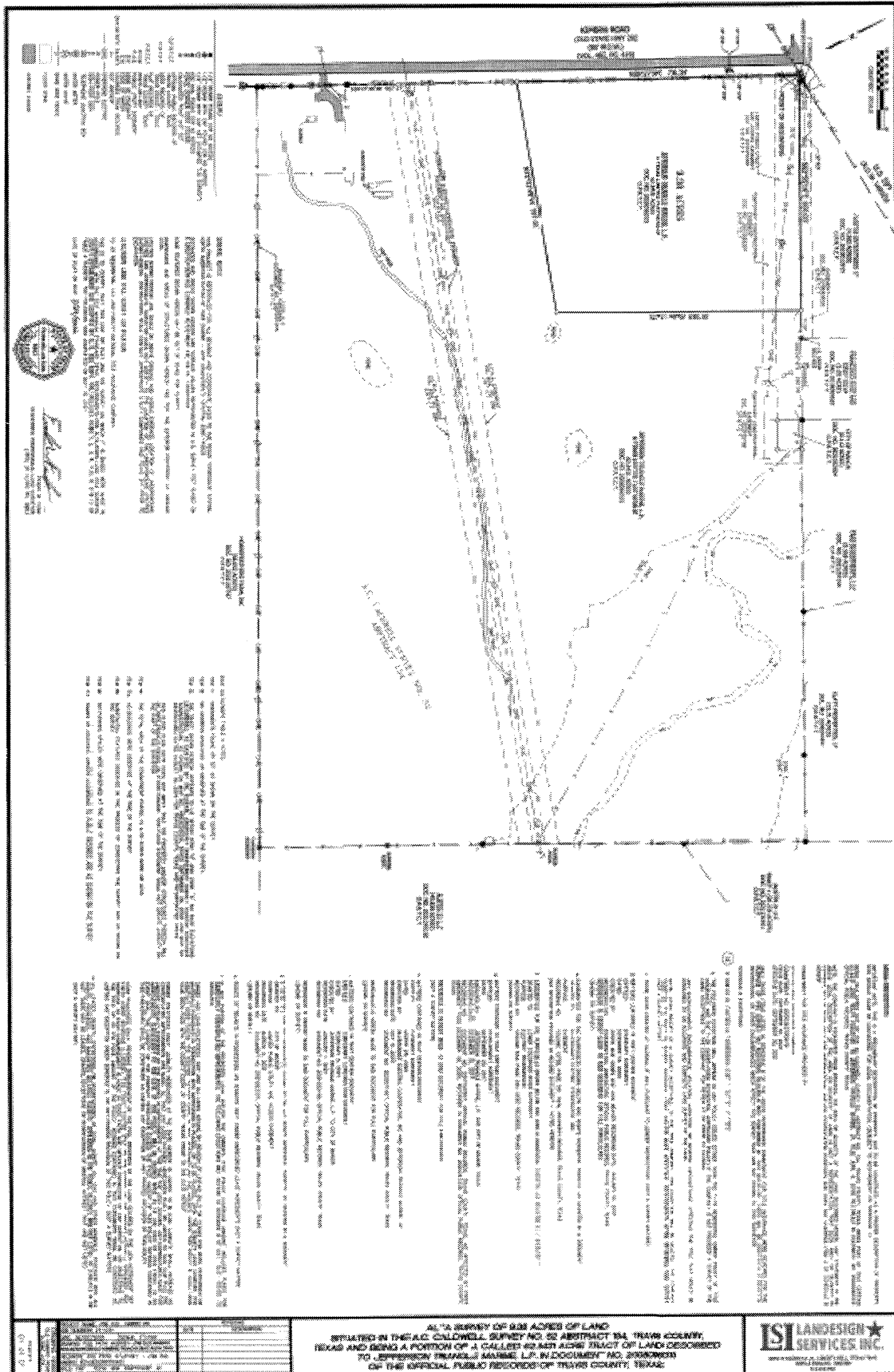
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment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

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


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



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



Tract Two



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

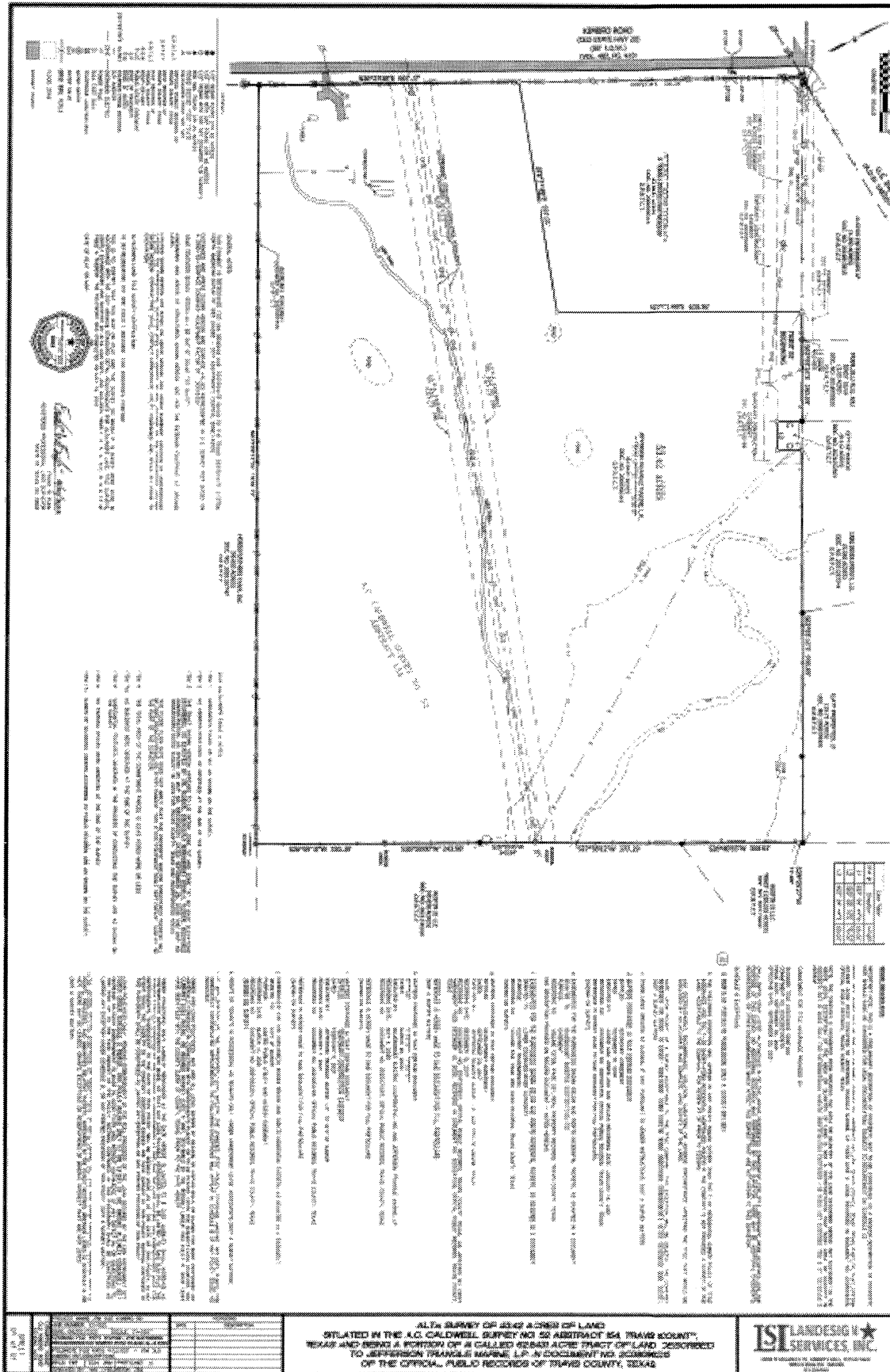
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

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



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







AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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

Applicant: Kimley-Horn and Associates
Owner: Millcreek Residential

BACKGROUND/SUMMARY:

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

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

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

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

- Ordinance
- Letter of Intent
- Zoning Map
- Area Map
- Notice
- Labels

STAFF RECOMMENDATION:

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

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
		(X) tied vote	

ORDINANCE NO.**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO TOWNHOME (TH) AND MEDIUM COMMERCIAL (C-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

SECTION 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A-1" and "A-2" (the "Property"), to zoning district Townhome (TH) and Medium Commercial (C-2). The Property is accordingly hereby rezoned to Townhome (TH) and Medium Commercial (C-2).

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

ORDINANCE NO.

Page 2

PASSED AND APPROVED FIRST READING on this the ____ day of June 2022.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of ____ 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A-1"

Property Legal Description Townhome (TH):

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

EXHIBIT “A-2”

Property Legal Description Medium Commercial (C-2):

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

ORDINANCE NO.

Page 7

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

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

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

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

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



Job Number: 21-021

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

March 24, 2022

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

Via Electronic Submittal

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

Dear Mr. Dunlop:

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

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

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



Amanda Couch Brown



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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



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

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

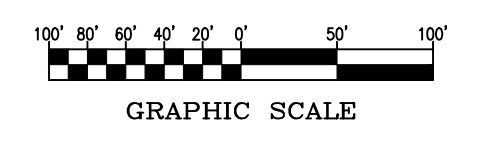
Job Number: 21-021

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

DESIGN AND BOUNDARY VERIFICATION SURVEY OF 62.805 ACRES (2,735,807 SQUARE FEET) OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY, TEXAS AND BEING ALL OF CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Table with columns: REVISIONS, DATE, DESCRIPTION. Includes project name, job number, date, and drawing file path.

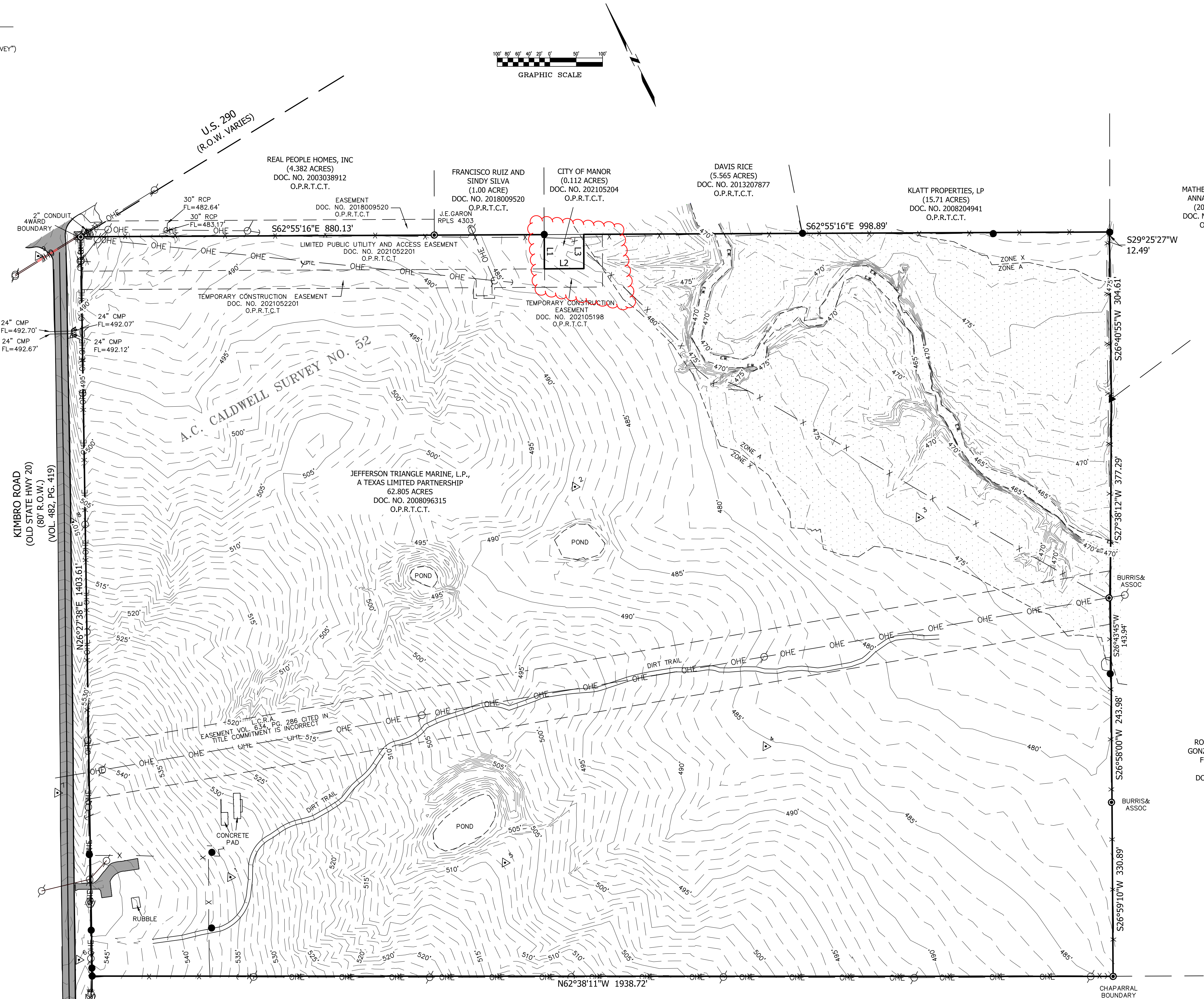
- LEGEND: 1/2" REBAR FOUND (OR AS NOTED), 1/2" REBAR WITH CAP FOUND (OR AS NOTED), 1/2" REBAR WITH CAP SET (STAMPED "LSI SURVEY"), 60D NAIL FOUND (OR AS NOTED), FENCE CORNER POST FOUND, CALCULATED POINT NOT SET, O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS, P.L.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS, R.O.W. RIGHT-OF-WAY, P.U.E. PUBLIC UTILITY EASEMENT, E.P. EDGE OF PAVEMENT, E.W. EDGE OF WATER COURSES FROM RECORDS



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

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

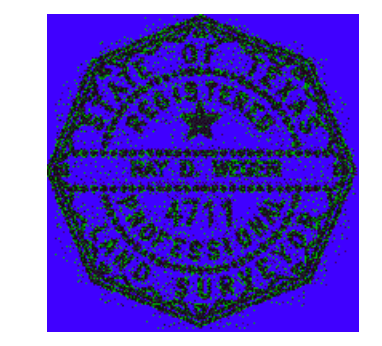
Point Table with columns: Point #, Northing, Easting, Elevation, Raw Description. Lists 9 survey points.

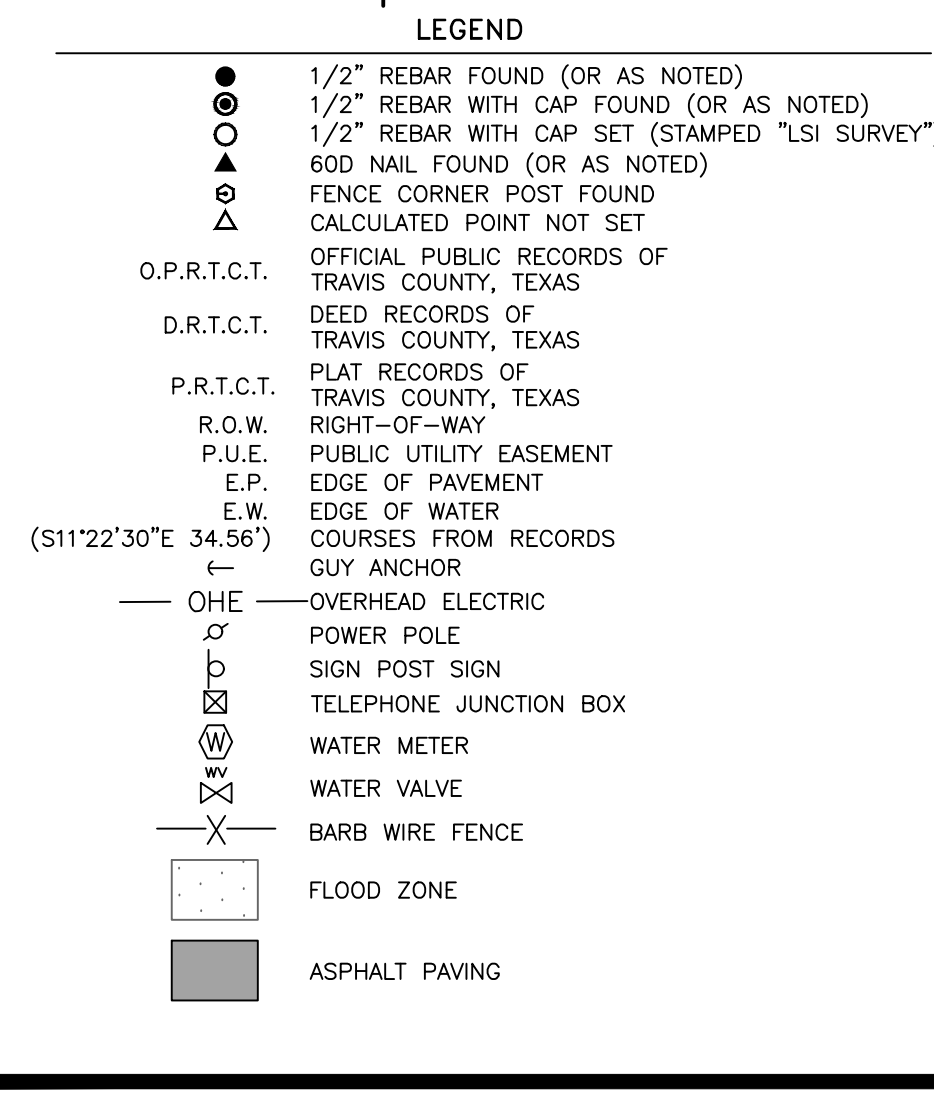
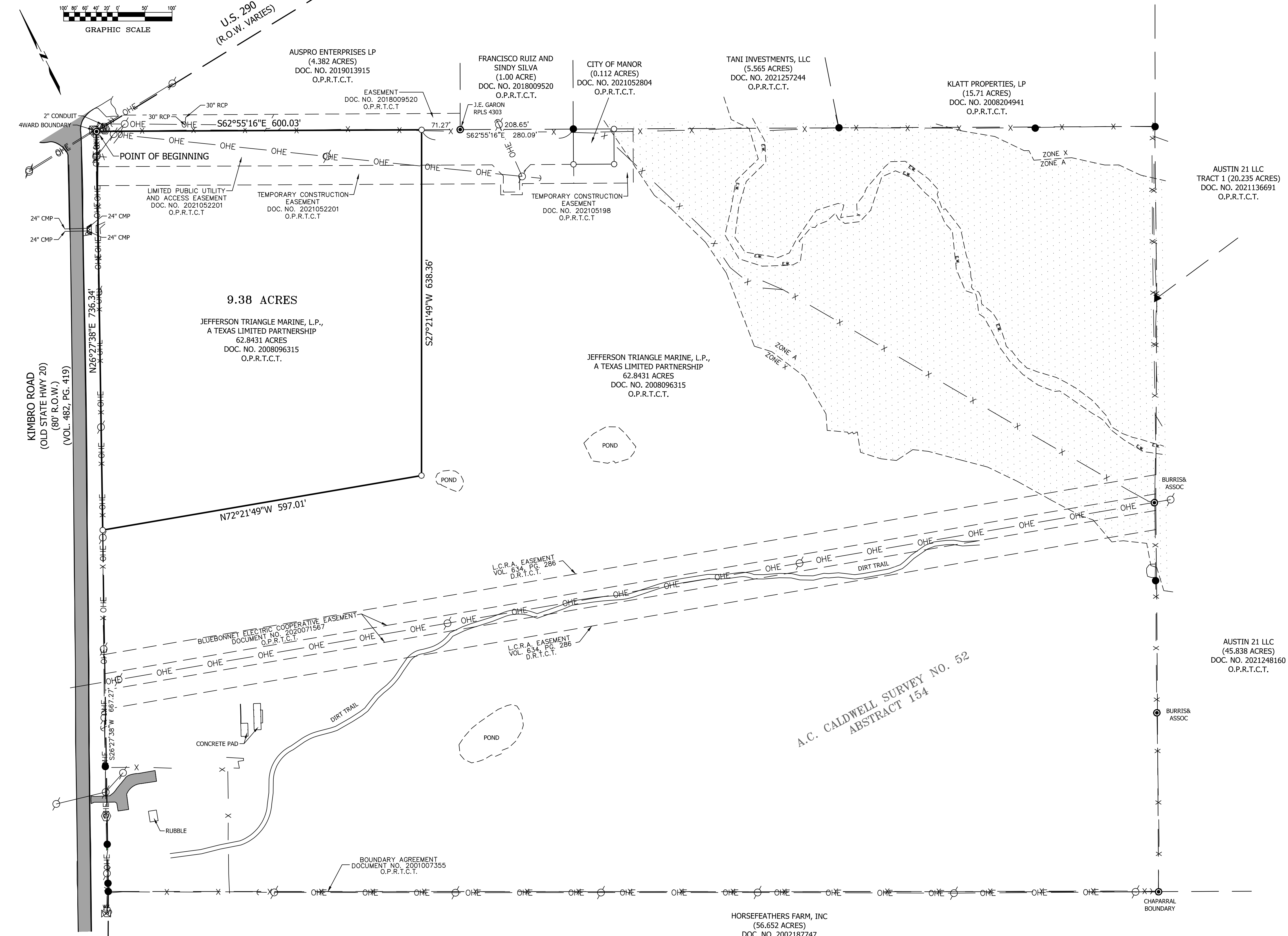


GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359. ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS (GEOID 12B). SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION. EXISTING TREES WERE NOT LOCATED ON THE PROPERTY OR SHOWN FOR THIS DESIGN SURVEY.

FLOOD NOTE: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48530050SH, DATED SEPTEMBER 26, 2009 AND MAP NO. 4845300485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

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





GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359. SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION. ALTA/NSPS LAND TITLE SURVEY CERTIFICATION: TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(c), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021. DATE OF PLAT OR MAP: MARCH 8, 2022

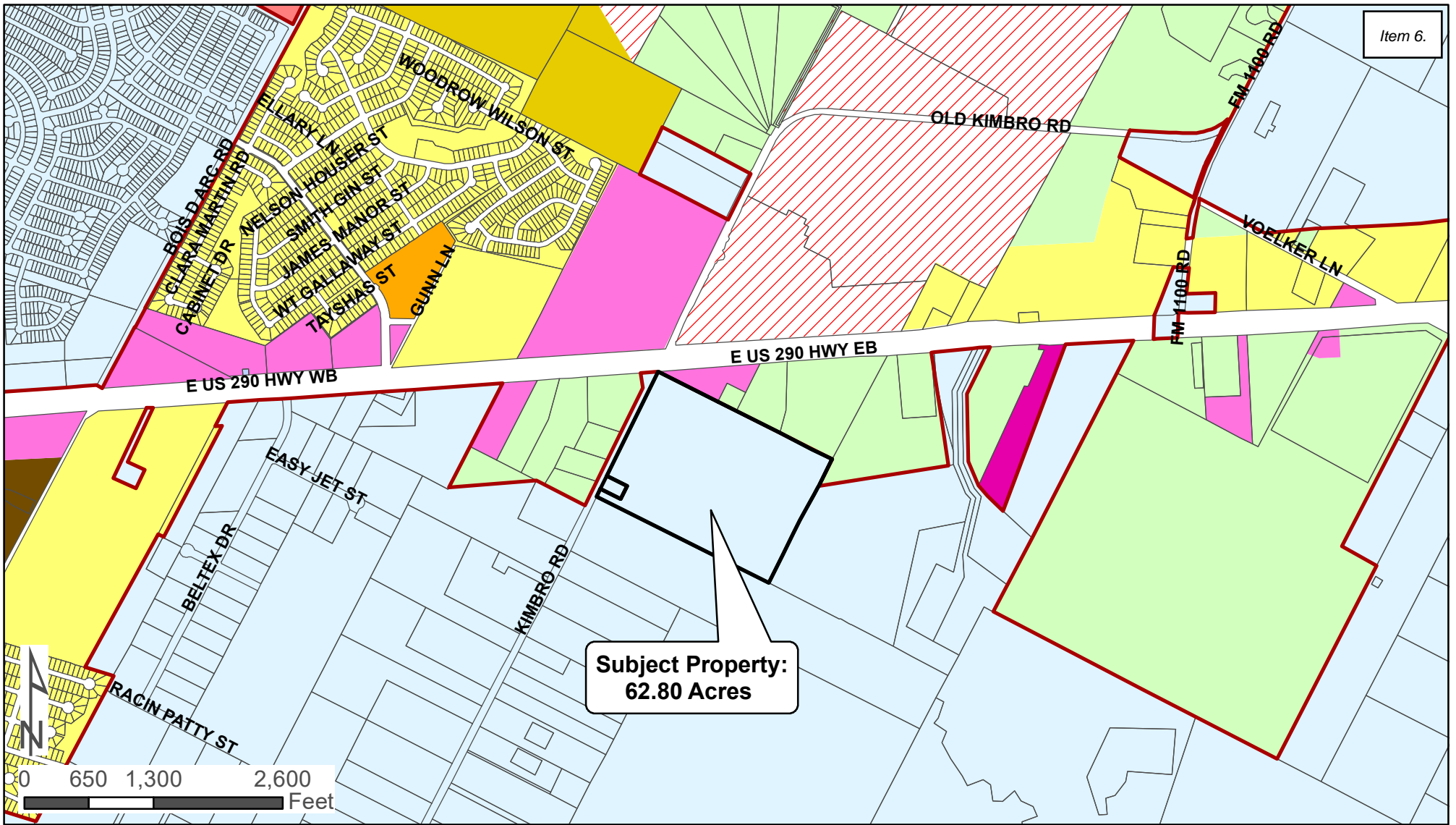
HORSEFEATHERS FARM, INC (56.652 ACRES) DOC. NO. 2002187747 O.P.R.T.C.T. AUSTIN 21 LLC (45.838 ACRES) DOC. NO. 2021248160 O.P.R.T.C.T. AUSTIN 21 LLC TRACT 1 (20.235 ACRES) DOC. NO. 2021136691 O.P.R.T.C.T. AUSTIN 21 LLC (15.71 ACRES) DOC. NO. 2008204941 O.P.R.T.C.T. KLATT PROPERTIES, LP (15.71 ACRES) DOC. NO. 2021257244 O.P.R.T.C.T. TANI INVESTMENTS, LLC (5.565 ACRES) DOC. NO. 2021257244 O.P.R.T.C.T. FRANCISCO RUIZ AND SINDY SILVA (1.00 ACRE) DOC. NO. 2018009520 O.P.R.T.C.T. CITY OF MANOR (0.112 ACRES) DOC. NO. 2021052804 O.P.R.T.C.T. AUSPRO ENTERPRISES LP (4.382 ACRES) DOC. NO. 2019013915 O.P.R.T.C.T. JEFFERSON TRIANGLE MARINE, L.P., A TEXAS LIMITED PARTNERSHIP 62.8431 ACRES DOC. NO. 2008096315 O.P.R.T.C.T. JEFFERSON TRIANGLE MARINE, L.P., A TEXAS LIMITED PARTNERSHIP 62.8431 ACRES DOC. NO. 2008096315 O.P.R.T.C.T. LIMITED PUBLIC UTILITY AND ACCESS EASEMENT DOC. NO. 2021052201 O.P.R.T.C.T. TEMPORARY CONSTRUCTION EASEMENT DOC. NO. 2021052201 O.P.R.T.C.T. TEMPORARY CONSTRUCTION EASEMENT DOC. NO. 202105198 O.P.R.T.C.T. EASEMENT DOC. NO. 2018009520 O.P.R.T.C.T. EASEMENT DOC. NO. 2020071567 O.P.R.T.C.T. BLUEBONNET ELECTRIC COOPERATIVE EASEMENT DOCUMENT NO. 2020071567 O.P.R.T.C.T. L.C.R.A. EASEMENT VOL. 634, PG. 286 D.R.T.C.T. L.C.R.A. EASEMENT VOL. 286 D.R.T.C.T. BOUNDARY AGREEMENT DOCUMENT NO. 2001007355 O.P.R.T.C.T. CHAPARRAL BOUNDARY BURRIS ASSOC. BURRIS ASSOC. DIRT TRAIL POND POND CONCRETE PAD RUBBLE

2021 ALTA/NSPS TABLE A NOTES: ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY. ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY. ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE SURVEYOR. ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 9.38 ACRES MORE OR LESS. ITEM 7a: NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY. ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY. ITEM 9: NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY. ITEM 13: NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.

LEGAL DESCRIPTION: IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C) BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF. COMMITMENT FOR TITLE INSURANCE PROVIDED BY: CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 8000362100979 ISSUE DATE: SEPTEMBER 30, 2021 EFFECTIVE DATE: SEPTEMBER 20, 2021 ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR. SCHEDULE B EXCEPTIONS: 10 a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER) b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING: ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER) c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER) d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: BOUNDARY AGREEMENT DATED: DECEMBER 18, 2000 EXECUTED BY: JUDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001 RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (SHOWN ON SURVEY) e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC. PURPOSE: EASEMENT RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS (NO DESCRIPTION PROVIDED IN RECORD DOCUMENT - NOTED HEREON) f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: LOWER COLORADO RIVER AUTHORITY PURPOSE: ELECTRIC TRANSMISSION RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS (SHOWN ON SURVEY) g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DEVELOPMENT AGREEMENT DATED: SEPTEMBER 20, 2017 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS RECORDING DATE: DECEMBER 15, 2017 RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (NOT A SURVEY MATTER) h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: EASEMENT AGREEMENT DATED: MARCH 25, 2020 EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP RECORDING DATE: MAY 4, 2020 RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY) i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: TEMPORARY CONSTRUCTION EASEMENT DATED: FEBRUARY 5, 2021 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR RECORDING DATE: JANUARY 1, 2021 RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY) j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: CITY OF MANOR PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT RECORDING DATE: MARCH 11, 2021 RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (SHOWN ON SURVEY) k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER) l. IF ANY PORTION OF THE PROPOSED LAND AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED: OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND, HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF. OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO \$ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF THIS POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION OR ANY PRINTED PROVISION OF THIS POLICY. LOAN POLICY(IES) ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE LIEN INSTRUMENT SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASE AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECT IN, OR OBJECTIONS TO, THE TITLE UP TO THE FACE AMOUNT OF THE POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION UNDER SCHEDULE B, OR ANY PRINTED PROVISION OF THIS POLICY. (NOT A SURVEY MATTER) m. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER)

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

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



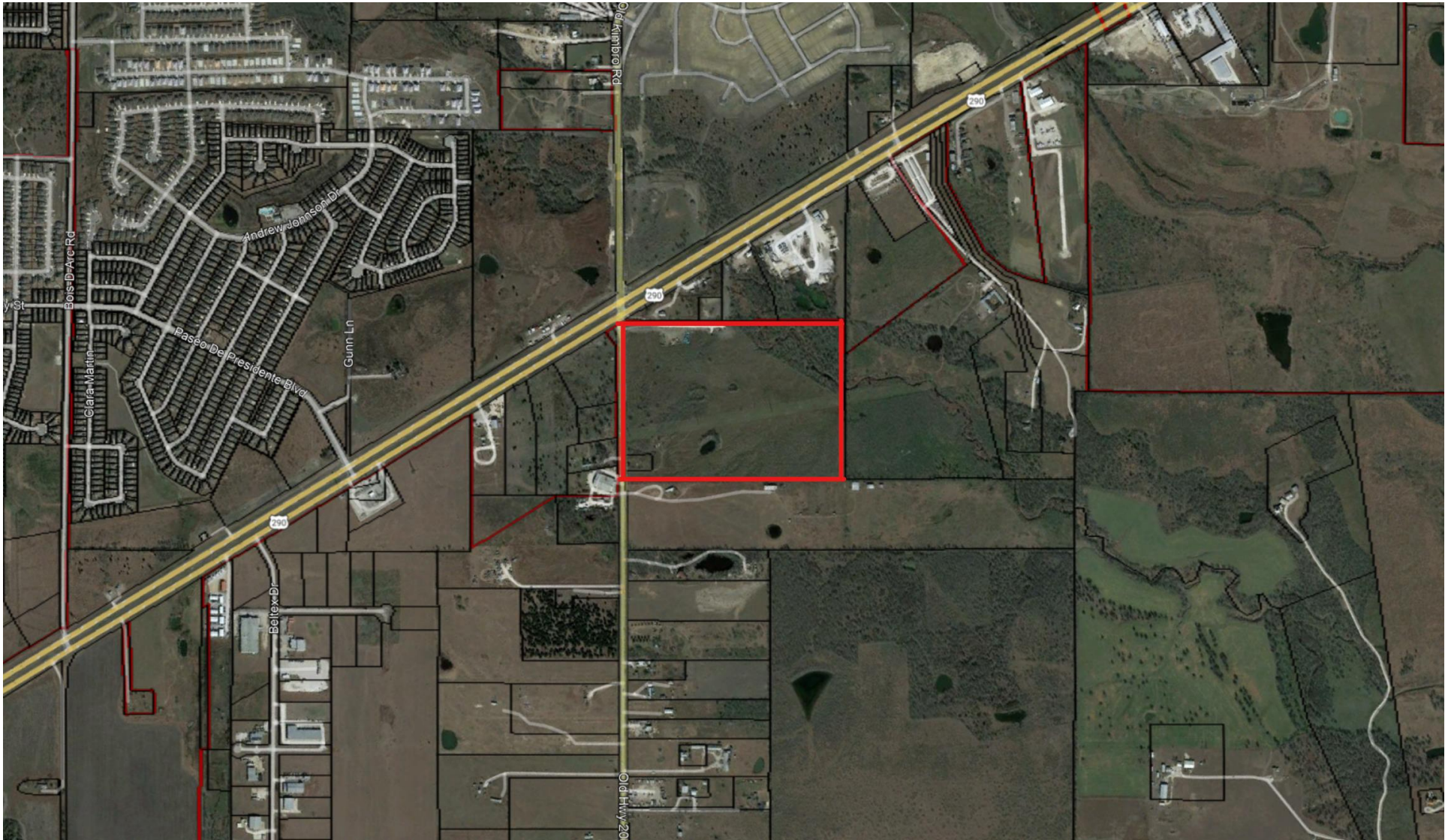
**Subject Property:
62.80 Acres**



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

Zone

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





April 27, 2022

City of Manor Development Services

Notification for a Rezoning Application

Case Number: 2022-P-1428-ZO

Case Manager: Scott Dunlop

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

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

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

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

***Owner:* Millcreek Residential**

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

The City Council will meet at 7:00PM on May 18, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

PHAN HOAN VAN & THU THI HUYNH
5701 LONG CT
AUSTIN TX 78730-5056

PHAN HOAN VAN & THU THI HUYNH
5701 LONG CT
AUSTIN TX 78730-5056

TAPIA TOMAS
12908 OLD KIMBRO RD
MANOR TX 78653-4519

CYPRESS BLUFF LLC
12822 KIMBRO RD
MANOR TX 78653

CYPRESS BLUFF LLC
12822 KIMBRO RD
MANOR TX 78653

JEFFERSON TRIANGLE MARINE LP
9225 KATY FRWY
HOUSTON TX 77024-1521

AUSTIN27 LLC
117 Fort Hood Ln
Georgetown TX 78628-6007

AUSTIN 21 LLC
117 FORT HOOD LN
GEORGETOWN TX 78628-6007

AUSTIN 21 LLC
117 FORT HOOD LN
GEORGETOWN TX 78628-6007

KLATT PROPERTIES LP
2001 PICADILLY DR
ROUND ROCK TX 78664-9511

TANI INVESTMENTS LLC ETAL
7606 Brae Acres Ct
Houston TX 77074-4123

RUIZ FRANCISCO & SINDY SILVA
13232 HIGH SIERRA ST
MANOR TX 78653-5378

CITY OF MANOR
105 E EGGLESTON ST
MANOR TX 78653-3463

RUIZ FRANCISCO & SINDY SILVA
13232 HIGH SIERRA ST
MANOR TX 78653-5378

AUSPRO ENTERPRISES LP
PO BOX 13549
AUSTIN TX 78711-3549

TIMMERMAN COMMERCIAL
INVESTMENTS LP (1729480)
501 VALE ST
AUSTIN TX 78746-5732



MILL CREEK OLD KIMBRO ROAD FACT SHEET

RESIDENTIAL COMPONENT

THE VISION

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

THE PROJECT

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

OPEN SPACE & PARKLAND

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

COMBINED EST. TAX REVENUE FOR MANOR

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

TRANSPORTATION IMPROVEMENTS – PRELIMINARY ANALYSIS RESULTS

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

PREVIOUS CONTRIBUTION TO WASTEWATER INFRASTRUCTURE

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

DEVELOPMENT STANDARDS

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

COMMERCIAL COMPONENT

THE VISION

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

THE PROJECT

9.38 acres of Medium Commercial (C-2)

- Est. 80,000 square feet of commercial space

COMBINED EST. TAX REVENUE FOR MANOR

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

\$500,000 in est. sales tax

PERMITTED USES PER PROPOSED ZONING:

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

PROHIBITED USES PER DEED RESTRICTION:

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

Conceptual Plan

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

Clubhouse w/ Gym, Pool, Multi-Purpose Room

Gated Community Turn Lanes

Proximity to commercial areas



Emergency Access

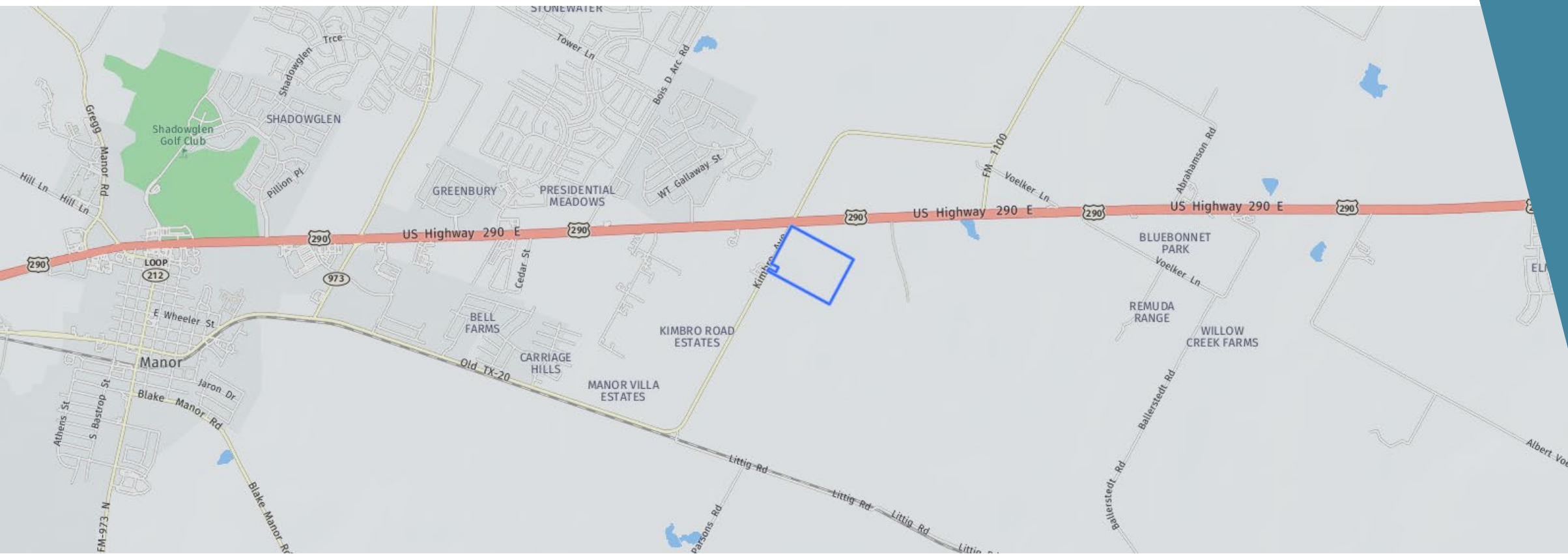
Guest Parking

Walkable Private Streets

Floodplain

Mill Creek Development

US 290 & Old Kimbro Road



**MILL CREEK
MANIFESTO**

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

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

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

we believe

...your home is your runway.

...that what you say matters.

...that pets are people, too.

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

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

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



BRAND PROMISE

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

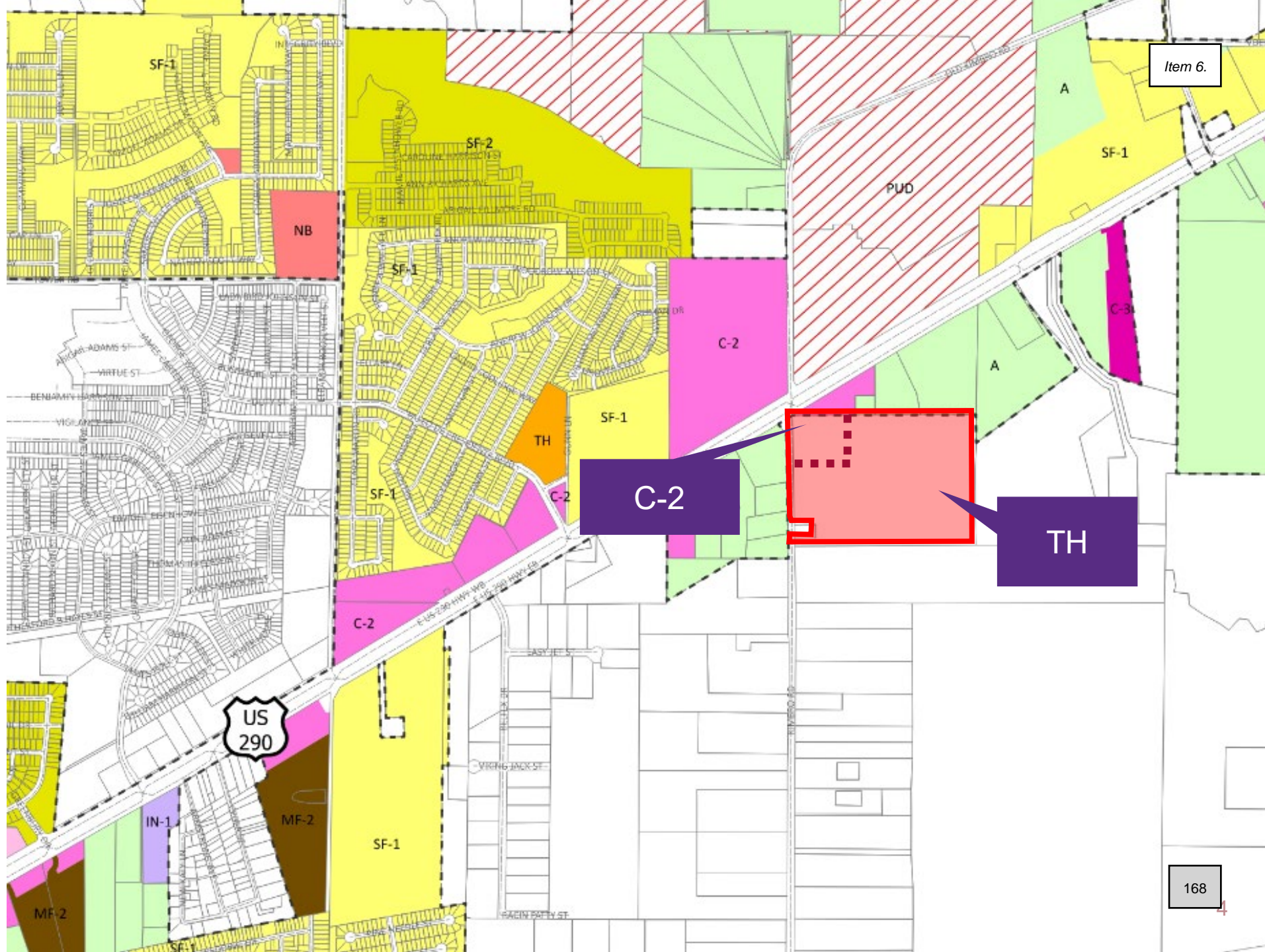




The investment pictured above is an example of a single-family rental community

MILL CREEK SFR PLATFORM

Zoning Map



Conceptual Plan

9.38 Acres of Commercial
Est. 80,000 ft²
Retail/Service Oriented
Nuisance Uses Prohibited

335 Townhomes
Professionally Managed
Mostly 3+ Beds
Backyards + Garages

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



Commercial Site

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

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

Mill Creek Residential

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

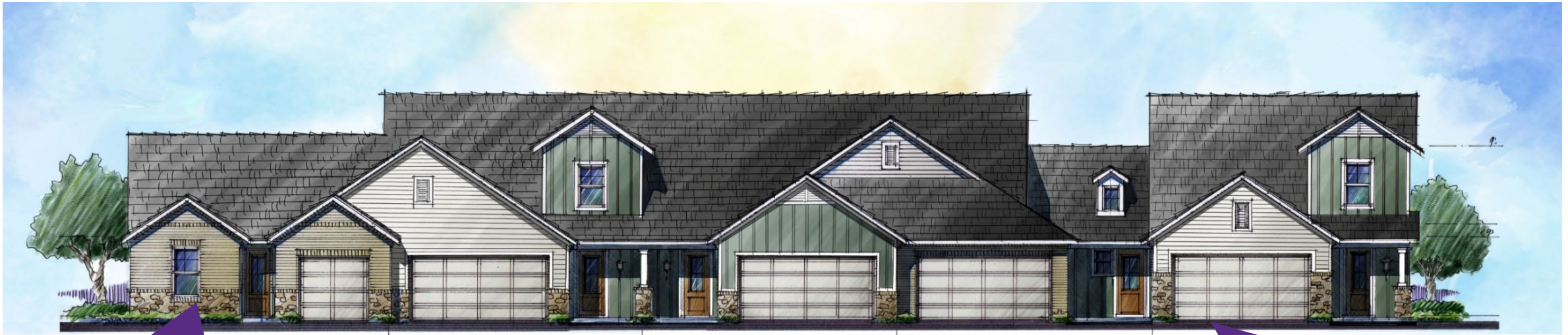
Townhomes

Item 6.



Backyards

Mostly 3-4 Bedrooms



1,100-1,700 Sq. Ft.

Garage + Driveway

Conceptual Plan



Item 6.

Emergency Access

Floodplain

Gated Community Turn Lanes

Clubhouse w/ Gym, Pool, Multi-Purpose Room

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

Guest Parking

Block Structure w/ 2 Unit Si

Mill Creek Manor

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

Project Benefits

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

Project Benefits

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



Townhome



Townhome



~1 mile

Plant



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2022
PREPARED BY: Frank T. Phelan, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

The City of Manor desires George Butler Associates, Inc. to assist with assembly and submittal of an application for the 30 Texas Administrative Code Chapter 210 Reuse Authorization to the TCEQ for the Cottonwood Creek Wastewater Treatment Facility, Permit No. WQ0014129002.

In accordance with the provisions of the Reuse Water and Utility Service Agreement of the Earnest Money Contract for Lease/Purchase agreement between the City of Manor and the Capital Area Youth Soccer Association (CAYSA), the City of Manor agreed to provide up to 250,000 gallons per day of treated effluent to the CAYSA. In order to provide the treated effluent, the City must obtain a Reuse Authorization from the TCEQ.

The attached Statement of Work defines the scope of services provided for the application process for a TCEQ Reuse Authorization for the Cottonwood Creek Wastewater Treatment Plant.

LEGAL REVIEW: Yes, Completed
FISCAL IMPACT: Yes, Wastewater Impact Fees can be utilized for this necessary component of site acquisition for the new Cottonwood Creek WWTP.
PRESENTATION: Yes
ATTACHMENTS: Yes

- Statement of Work

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Statement of Work 17 under the existing Master Services Agreement with George Butler Associates, Inc. in the amount of \$7,700.00

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

EXHIBIT A

Statement of Work (SOW) No. 17

TO MASTER SERVICES AGREEMENT

Statement of Work No. 17 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

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

ASSIGNMENT: Application for Domestic Reclaimed Water Use Authorization for Cottonwood Creek Wastewater Treatment Plant

SCOPE OF SERVICES:

TASK 1: APPLICATION

ENGINEER will review prepare and submit an application to the Texas Commission on Environmental Quality (TCEQ) for authorization for domestic reclaimed water use for the Cottonwood Creek Wastewater Treatment Plant, Permit No. WQ0014129002. The application package will be assembled in accordance with the Texas Administrative Code, Title 30, Chapter 210 Rules, as adopted by the TCEQ. All mapping, evaluations, meeting and technical support services for application through attendance at the first hearing are included.

ADDITIONAL SERVICES:

Services specifically excluded under this Agreement include:

1. Permitting and publication fees;
2. Attendance at meetings after a first hearing;
3. Any other service not specifically listed.

COMPENSATION:

FEE: \$7,700.00

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____
Dr. Christopher Harvey, Mayor


By: _____

Date: _____

Date: 6/22/2022



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2022
PREPARED BY: Pauline M. Gray, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

The improvements will extend water and wastewater service to the Compass Rose School. The project consists of the installation of approximately 3,250 LF of 15" new SDR-26 PVC wastewater gravity main and associated manholes. The project proposes the installation of approximately 3,250 linear feet of 16" Ductile Iron waterline, gate valves, and fire hydrants.

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

- Change Order No. 1 with backup

STAFF RECOMMENDATION:

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

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

CHANGE ORDER

ORDER NO.: 1
DATE: July 12, 2022
AGREEMENT DATE: October 20, 2021

NAME OF PROJECT: FM 973 Water and Wastewater Improvements

OWNER: City of Manor

CONTRACTOR: BRCT, LLC DBA as Black Rock

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

Item No. 1 – Add 1 LS Change Order Item C.O.1-1 Adjustment of manhole S11 – manhole coring work @ \$5,637.70/LS

Item No. 2 – Add 1 EA bid item No. 7 – connection to existing manhole @ \$3,250.00/EA

2. Change to CONTRACT PRICE: \$8,887.70
Original CONTRACT PRICE: \$648,530.20
Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$648,530.20
The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by: \$8,887.70
New CONTRACT PRICE including this CHANGE ORDER will be: \$657,417.90

3. Change to CONTRACT TIME:
The CONTRACT TIME will be increased or (decreased) by 0 calendar days.

4. Approvals Required:
To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Pauline M. Gray, P.E. Signed: *Pauline M Gray*

Ordered by: Dr. Christopher Harvey Signed: _____
Mayor, City of Manor

Accepted by: _____ Signed: _____

FIELD CHANGE ORDER REQUEST-TIME AND MATERIAL

CUSTOMER CITY OF MANOR
 ADDRESS 105 East Eggleston Street
 CITY, STATE Manor, Texas
 PROJECT: FM 973 WATER & WASTEWATER IMPROVEMENTS
Materials MANHOLE S11 SA. 24+79
 TIE IN AT SCHOOL (ADDITIONAL CONTRACT QTY)

Material Description	Quantity	Unit	Cost Per Item	Total
TOTAL				\$ -

Labor

Labor Description	Quantity	Unit	Cost Per Item	Total
Foreman	10	HR	\$ 62.50	\$ 625.00
Operator	10	HR	\$ 30.00	\$ 300.00
Labor	10	HR	\$ 21.00	\$ 210.00
Labor	10	HR	\$ 21.00	\$ 210.00
TOTAL				\$ 1,345.00

Equipment

Equipment Description	Quantity	Unit	Cost Per Item	Total
328 Caterpillar Excavator	10	HR	\$ 135.00	\$ 1,350.00
Rubber Tire Backhoe	10	HR	\$ 60.00	\$ 600.00
Pick-up Truck	10	HR	\$ 15.00	\$ 150.00
TOTAL				\$ 2,100.00

Subcontractor

Subcontractor Description	Quantity	Unit	Cost Per Item	Total
Manhole Coring Work	1	LS	\$ 1,250.00	\$ 1,250.00
TOTAL				\$ 1,250.00

TOTALS

Material:	\$ -
Labor:	\$ 1,345.00
Equipment	\$ 2,100.00
Subcontractor	\$ 1,250.00
Bond	\$ 117.38
Overhead (6.5%)	\$ 312.80
Subtotal	\$ 5,125.18
Mark-Up (10%)	\$ 512.52
Subtotal	\$ 512.52
GRAND TOTAL	\$ 5,637.70

ADDITIONAL CONTRACT QUANTITY ITEMS

Item Description	Quantity	Unit	Cost Per Item	Total
Connect to Existing Manhole	1	EA	\$ 3,250.00	\$ 3,250.00
TOTAL				\$ 3,250.00

ADDITIONAL DAYS REQUESTED

CALENDAR DAY

SUBMITTED BY:
 TITLE:

Ramon E. Cano
 Project Manager

DATE

Ramon E. Cano 2
 7/8/22



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2022
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

- Ordinance No.
- Exhibit A – Rules of Procedure

STAFF RECOMMENDATION:

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

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

ORDINANCE NO. 662

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, FOR THE PURPOSE OF AMENDING RULES OF PROCEDURE TO GOVERN THE CONDUCT OF CITY COUNCIL MEETINGS; ADDING PROTECTION OF CONFIDENTIAL DOCUMENTS; AMENDING PROVISIONS GOVERNING COMMUNITY RESPONSE AND PUBLIC COMMENTS PROVIDED TO COMMITTEES; REMOVING COMMITTEES ESTABLISHED BY ORDINANCE; AMENDING SECTION 1.04.002 OF THE MANOR CODE OF ORDINANCES TO REFER TO THE NEW RULES OF PROCEDURE; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City Council of the City of Manor, Texas (the “City”) is authorized by the City Charter and state law to determine its own rules; and

Whereas, the City Council wishes to amend the rules of procedure of the City of Manor to provide for the orderly conduct of City Council meetings;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Adoption of Rules of Council. The City Council hereby adopts the amended City of Manor City Council Rules of Procedure as set forth in Exhibit A. The last sentence of Section 1.04.002 of the City of Manor Code of Ordinances is hereby amended to read as follows: “The City Council hereby adopts the City of Manor Rules of Procedure set forth in Exhibit A to Ordinance No. 631 on file in the office of the city secretary.”

Section 3. Conflicting Ordinances. Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Savings. All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances affecting City Council Rules of Procedure which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov’t. Code.

Section 6. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this 20th day of July 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

**Exhibit "A"
Rules of Procedure**



CITY COUNCIL RULES OF PROCEDURE

**As Adopted by Ordinance No. 516
Effective May 2, 2018**

**Amended by Ordinance No. 597
Effective December 16, 2020**

**Amended by Ordinance No. 626
Effective November 3, 2021**

**Amended by Ordinance No. 631
Effective November 17, 2021**

**Amended by Ordinance No. 644
Effective April 20, 2022**

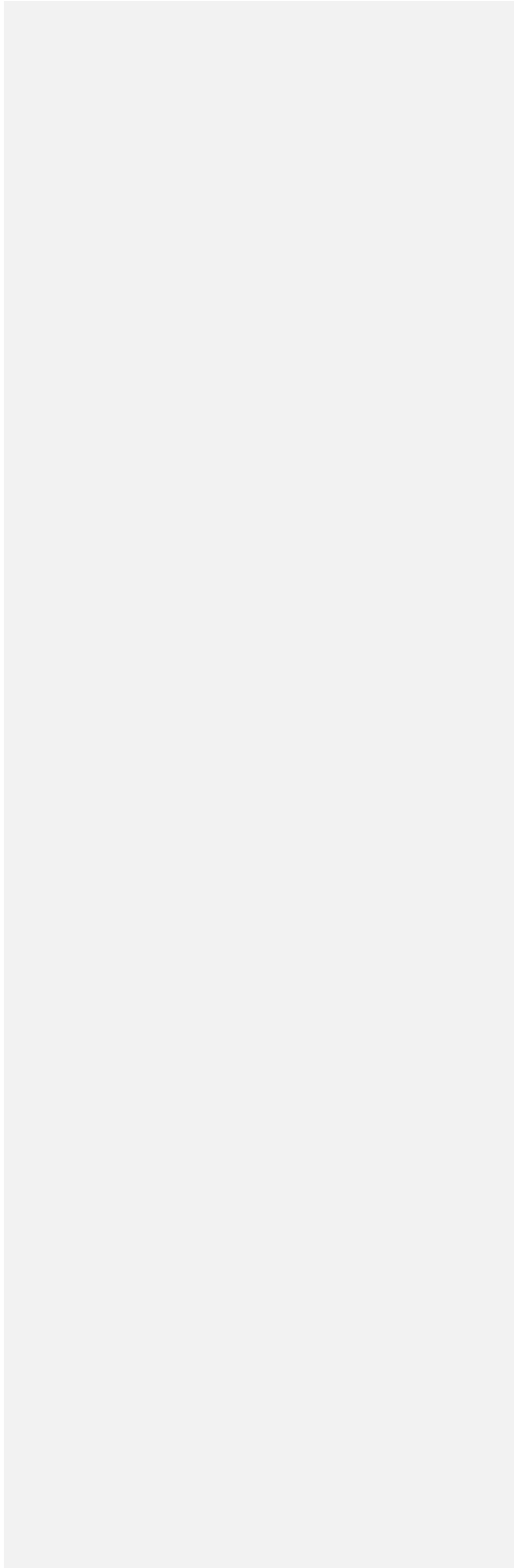
Amended by Ordinance No. XX
Effective July XX, 2022

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Section 1 – GENERAL

Parliamentary law and the rules of procedure derived from such law are essential to all deliberative organizations so that they may consider all matters before them in an effective and efficient manner and produce results that are legal and binding. Moreover, such procedural safeguards ensure due process during deliberations among members of the organization while at the same time protecting the rights of both the group and each member. Accordingly, these rules of procedure establish guidelines to be followed by all persons attending City Council meetings, including members of the City Council, administrative staff, news media, citizens and visitors.

Section 2 – AUTHORITY

The City Charter of Manor, Texas [Adopted: August 15, 2007; Amended: May 9, 2015, and Amended: November 3, 2020] provides in Article III (City Council Judge of its Members), Section 3.04. (Rule of Procedure) that “The Council shall by ordinance determine its own rules and order of business.” Thus, these rules of procedure are established. In the event of any conflict between the City Charter and these rules of procedure, the City Charter shall prevail.

The parliamentary reference for the City Council is the most recent edition of *Robert’s Rules of Order Newly Revised* (RONR). When any issue concerning procedure arises that is not covered by the Rules of Procedure, the City Charter or State law, the Council will refer to RONR, which shall generally determine such procedural issue. www.robertsrules.com.

Section 3 – MEETINGS

The City Council shall follow both the letter and the spirit of the Texas Open Meetings Act.

3.01. Regular Meetings.

The City Council shall conduct regular meetings generally on the first (1st) and third (3rd) Wednesdays of each month. All regular meetings shall normally be scheduled to begin at 7:00 p.m. at City Hall and are open to the public.

3.02. Special Meetings.

In accordance with Section 3.07 (Meetings) of the City Charter, “special meetings may be scheduled and held as the council deems necessary to transact the business of the city.” Special meetings are open to the public.

3.03. Workshop Sessions.

Workshop sessions may be scheduled by the Mayor, a majority of Council Members or by the City Manager. They are normally conducted prior to regular or special meetings but may also be conducted at other times as well. Their purpose is to exchange information between council, staff, vendors or other groups. No official action is taken by council during these sessions, but workshops shall be posted and are open to the public. The City Council may suspend the application of this rule during a workshop session by majority vote of those members present and voting and take action on any item posted on the workshop agenda.

3.04. Executive Sessions.

The City Council may meet in executive session under the provisions of the Texas Open Meetings Act. No vote shall be taken in an executive session on any matter under consideration nor shall any Council Member enter into a commitment with another respecting a vote to be taken subsequently in an open meeting of the City Council.

3.05. Public Hearings.

Public Hearings may be scheduled to present evidence on both sides of issue(s). Some Public Hearings are required by state law such as approving an annual budget and setting a tax rate. Others are conducted voluntarily to obtain a full range of citizen input on important matters, such as a proposed bond issue. Public Hearings may be scheduled as part of a Regular Meeting or on other occasions as necessary.

3.06. Town Hall Meetings.

Town Hall Meetings may be scheduled periodically for the purpose of open discussion with citizens of Manor on specific issues or general matters regarding the activities of the City. Action may not be taken by the City Council at a Town Hall Meeting. If any action is indicated, the matter will be scheduled as an agenda item at a regular meeting of the City Council. Any citizen may participate in a Town Hall Meeting, and there is no requirement to sign up to speak prior to the meeting. Town Hall Meetings will be posted according to the Texas Open Meetings Act.

3.07. Public Notice.

The agenda for all meetings and the notice listing items to be considered shall be posted by the City Secretary on the City's website and on the bulletin board at City Hall in accordance with the Texas Open Meetings Act [Chapter 551, Texas Government Code].

3.08. Quorum and Attendance.

In accordance with Section 3.06 (Quorum and Attendance) of the City Charter, "Four members of the council shall constitute a quorum for transacting business and no action of the council shall be valid or binding unless taken in an open meeting with a quorum present. Less than a quorum may adjourn any meeting, or order and compel the attendance of absent members. It shall be the duty of each member of the council to attend each regular and special council meeting and the failure of any member to attend three consecutive, regular meetings, without good and sufficient cause, shall constitute misconduct in office." [See section 5.05 Excusal from Attendance].

3.09. City Manager Participation.

The City Manager shall attend all meetings of the City Council except when excused by the City Council. The City Manager may make recommendations to the City Council and shall have the right to take part in all discussions but shall not have a vote.

3.10. City Attorney Participation.

The City Attorney, or designated assistant City Attorney, shall attend the meetings of the City Council upon request by the City Manager to advise the City Council on all legal matters and represent the City in all litigation (except where outside counsel is engaged) and other legal matters.

3.11. City Secretary Participation.

The City Secretary shall attend each meeting of the City Council and shall keep, in a record provided for that purpose, accurate minutes of the City Council's proceedings.

3.12. City Department Directors Participation.

The City staff department heads shall attend the second regular meeting of each month to respond to inquiries made by the City Council on departmental monthly reports unless excused by the City Manager. The City Council may request the presence of specific department heads or staff members, through the City Manager, for other meetings or sessions.

3.13. Agenda.

- a. The Mayor, Council Members, City Manager, City Department Directors, City Attorney, and the City Secretary may place items on the agenda. Agenda items shall be submitted in written form to the City Secretary in accordance with subsection (b). The City Secretary will coordinate the placement of items on the agenda with the City Manager who will resolve any conflicts with Mayor and Council Members. Agenda items may be removed only by the Mayor and City Manager, except agenda items requested by City Council.
- b. Agenda items, including any necessary or applicable supporting documents and materials to be included in agenda packets, shall be submitted in written form to the City Secretary in accordance with this section and in order to allow compliance with the Texas Open Meetings Act 72-hour notice provision. Agenda items and presentations are due on or before the Wednesday of the week preceding the next scheduled City Council meeting.
- c. The City Secretary shall submit a draft agenda to the City Manager on or before the Tuesday of the week preceding the next scheduled City Council meeting for review and revision.

- d. The agenda packets for all regular and special meetings will be delivered via email to the Mayor and Council Members on the Friday preceding the following Wednesday meeting.

3.14. Minutes.

Minutes of City Council meetings will be recorded and maintained by the City Secretary. The Minutes will include final motions with voting results. The Minutes will also reflect the names of those citizens presenting public comments. Minutes of meetings will generally be submitted to the City Council for approval at the next regularly scheduled meeting.

3.15. Attendance by the Public.

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act.

3.16. City Legislation and Actions of Significant Public Impact and Concern.

Any action or ordinance of the City of Manor that falls into the following three categories is considered an action of significant public impact and concern:

- a. Any action or ordinance that criminalizes behavior or creates criminal liability.
- b. Any action or ordinance that has a substantial impact on private property rights.
- c. Any action or ordinance that involves the expenditure of more than three hundred thousand dollars (\$300,000) and that is not a recurring expense or renewal of an expense.

The City Council shall not vote on any action of significant public impact and concern unless and until it has been presented and discussed in at least two Council meetings, which occur within a 60-day period, except as provided in Section 10.

Section 4 - STANDARDS OF CONDUCT

4.01. Council Members.

- a. During City Council meetings, Council Members shall assist in preserving order and decorum and shall neither by conversation or other activity delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the City Council.
- b. A Council Member desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine his/her discussion to the question under debate and avoid discussion of personalities, the use of inappropriate language, making personal attacks, and verbally abusing colleagues or anyone else in attendance.

- c. Council Members may question City staff members during meetings when they are making presentations to the City Council. Council Members shall neither berate nor admonish City staff members. Questions to other City staff members who are not making presentations should first be directed to the City Manager who will then ask the appropriate City staff member to respond, or the City Manager may address the question.
- d. A Council Member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer. If a Council Member is called to order while speaking, that member shall cease speaking immediately until the question of order is determined.
- e. Council Members shall confine their questions to the particular matters before the assembly and in debate shall confine their remarks to the issues before the City Council.
- f. When there is more than one speaker on the same subject, Council Members will delay their subsequent comments until after all speakers on the subject have been heard.

4.02. Council Relations with the Media.

All City press releases, media advisories, story suggestions, or similar items should go through the City Manager's office for distribution, with exception of factual police department bulletins which designated officers may send directly to the City Manager, with a copy to the City Secretary.

4.03. City Staff.

- a. Members of the City staff and employees of the City shall observe the same rules of procedures and decorum applicable to members of the City Council.
- b. Although the presiding officer has the authority to preserve decorum in meetings, the City Manager also is responsible for the orderly conduct and decorum of all City staff members under the City Manager's direction and control.
- c. The City Manager shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by City staff members in City Council meetings.
- d. All staff members addressing the City Council, including the City Manager, other staff members, or members of the public shall be recognized by the presiding officer and shall limit their remarks to the matter under discussion.
- e. All remarks and questions addressed to the City Council by staff members shall be addressed to the City Council as a whole and not to any individual member.

4.04. Members of the Public

- a. Members of the Public are invited to attend all open meetings of the City Council and will be admitted to the Council Chambers or other room(s) in which the City Council is meeting, but not to exceed the fire safety capacity of the room(s).
- b. All persons shall remove hats and all individuals shall refrain from private conversations in the chambers while the City Council is in session.
- c. Members of the Public attending Council meetings also shall observe the same rules of propriety, decorum and good conduct applicable to members of the Council. Any person making personal, impertinent, and slanderous remarks or who become boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the presiding officer requests the sergeant-at-arms to remove such offenders from the room.
- d. Reactions from the audience following the recognition and rewarding of citizens and special guests is considered appropriate and encouraged. Reactions from the audience during staff presentations to the Council and during debate between Council Members are not appropriate and not permitted. The presiding officer will ensure that the decorum of the meeting is maintained and is appropriate.
- e. No placards, banners, or signs of any kind will be permitted in the Council Chamber or in any other room in which the City Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Council, however, are permitted.
- f. Members of the Public attending Council meetings are not allowed to bring food or drink into the Council Chamber or into any other room in which the City Council is meeting.

4.05. Enforcement.

The ~~sergeant-at-arms~~ [sergeant-at-arms \(Manor Police Officer\)](#) attending the City Council meetings, shall ensure that a safe environment exists for the City Council to conduct its meetings and shall furnish whatever assistance is needed to enforce the rules of the City Council.

Section 5 - DUTIES AND PRIVILEGES OF COUNCIL MEMBERS

5.01. Seating Arrangement.

In meetings where the Council is seated at the dais, the Mayor shall be seated at the center of the dais; the City Manager shall be seated adjacent to the Mayor, Council Members are seated by Place No. 1-6 and City Secretary shall be seated on the table to the right of the dais.

5.02. Right of the Floor.

A Council Member desiring to speak must first be recognized by the presiding officer. No Council Member shall address the presiding officer or demand the floor while a vote is being taken.

5.03. 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 in the form attached hereto in Annex F disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.

A City Council member prevented from voting by a conflict of interest, shall remove themselves from the dais.

5.04. Voting.

- a. In accordance with Section 3.08 (Voting) of the City Charter, “All members of the council present shall vote upon every issue, subject or matter properly before the council and requiring a council vote; provided that, if any member of the council has a conflict of interest, that fact shall be stated in the minutes and such member shall abstain from discussion and voting on the issue. No ordinance, resolution, order, action, matter or issue shall be passed, approved, adopted, taken or consented to except by a majority vote of the members of council present and voting, and not less than four affirmative votes shall be required to pass, approve, adopt, take action on or consent to any ordinance, resolution, action, matter, issue or motion.” Any reference to an action of the City Council requiring a majority vote of the members present and voting shall be subject to the requirement set forth in Section 3.08 of the City Charter that not less than four affirmative votes shall be required to pass, approve, adopt, take action on, or consent to the action.
- b. After the result of a vote is announced, a member may not change a vote unless, before the adjournment of that meeting, permission is given to change the vote by a majority vote of the members present and voting.

- c. A tie vote results in a lost motion. In such an instance, any member of the City Council may offer a motion for further action. If there is not an affirmative vote, the result is no action.

5.05. Excusal from Attendance.

Council Members are expected to attend meetings and remain in attendance during each meeting. Should a Council Member be unable to attend, the Mayor, City Council, City Manager, and the City Secretary should be notified prior to that meeting and the reason for missing the meeting should be provided. Council absence at special meetings, workshop meetings, emergency meetings, regular meetings, and committee meetings to which the Council Member is assigned shall only be excused by a majority vote of council taken during roll call. A Council Member who fails to give prior notice of their absence at a meeting as required by this section shall be counted as absent without good and sufficient cause. In the event that a City Council member is absent from thirty percent (30%) of all special meetings, workshop meetings, emergency meetings, regular meetings, and committee meetings to which the Council Member is assigned, the City Council may revoke its approval of prior excused absences and deem such absences to be without good and sufficient cause for the purposes of Sections 3.04 and 3.08 of the City Charter. A Council Member may not have excused absences revoked until they have been in office at least six months.

5.06. Excusal During Meetings.

A Council Member needing to be excused during an ongoing session should advise the presiding officer prior to departing the session.

5.07. Confidential Information

~~Option 1:~~

The City Council shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the city, nor directly or indirectly use his or her position to secure official information about any person or entity for the financial benefit or gain of such public servant or any third party. The City Council shall not release confidential, proprietary or privileged information for any purpose other than the performance of official responsibilities. It shall be a defense to any complaint under this section that the release of information serves a legitimate public purpose, as opposed to the private financial or political interest of the public servant or any third party or group. Failure of a member to comply with this Section shall constitute misconduct in office.

Section 6 - CHAIR AND DUTIES

6.01. Chair.

The Mayor, if present, shall preside as chair at all meetings of the City Council. In the absence of the Mayor, the Mayor ProTem shall preside. In the absence of both the Mayor

and Mayor ProTem, the remaining Council Members shall, in accordance with the City Charter, by election, designate one member as acting Mayor to preside for that session. The term "presiding officer" when used in these Rules of Council shall mean the chair.

6.02. Call to Order.

The sessions of the City Council shall be called to order by the Mayor or, in the Mayor's absence, by the Mayor ProTem or, in the Mayor ProTem's absence, by the acting Mayor. In the absence of both the Mayor and Mayor ProTem, the City Manager will temporarily preside over the meeting until the Council selects an acting Mayor to preside over the meeting.

6.03. Preservation of Order.

The Chair shall preserve order and decorum, call upon the sergeant-at-arms as necessary to enforce compliance with the rules, and confine Council Members in debate to the question under discussion. It is the responsibility of the Chair to keep the comments of Council Members on topic during public meetings.

Section 7 - ORDER OF BUSINESS

7.01. Regular and Special Meetings.

Regular and special meetings will generally adhere to the following agenda:

- Call to Order and Announce a Quorum is Present
- Pledge of Allegiance
- Presentations/Proclamations/Recognitions/Events (as appropriate)
- Workshop Sessions (as appropriate)
- Public Comments (related to any matter not on the agenda, no action taken)
- Public Hearings (as appropriate)
- Reports (as appropriate)
- Consent Agenda (may be moved to Regular Agenda by the Mayor or a Council Member)
- Regular Agenda
- Executive Session (as appropriate)
- Reconvene in Open Session (as appropriate)
- Adjournment

7.02. Workshops, Executive Sessions and Town Hall Meetings

Workshops and executive sessions will normally be conducted in a less formal manner than regular sessions as follows:

- Call to Order
- Overview of matter(s) to be discussed
- Discussion of matter(s)
- Summation
- Adjournment

Town Hall meetings will generally be conducted in the following agenda:

- Call to Order
- Purpose for the meeting
- City Council or City staff presentation (if any)
- Open discussion (facilitated by the Councilmember calling the Meeting)
- Summation
- Adjournment

7.03. Public Hearings.

The City Manager shall schedule public hearings on the City Council's agenda to be held at least two weeks before the City Council must vote on the matter (unless the law requires otherwise, in which case, Public Hearings shall be conducted as provided by state law). In addition to this requirement, when conducted as part of a Regular Meeting, a vote may be taken on the matter at that same meeting. When a Public Hearing is conducted as a stand-alone meeting and not part of a Regular Meeting, the vote may be taken at a subsequent Regular or Special Meeting.

7.04. Addressing the City Council.

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act. It is the desire of the City Council that citizens actively participate in the City's governance system and processes. Therefore, public input to the City Council, both oral and written, is encouraged.

a. Public Comments.

- (1) Prior to the meeting being called to order, the person wishing to speak shall complete a speaker card and present it to the City Secretary. The presiding officer shall call upon those who have submitted cards. When called upon to speak by the presiding officer, the person shall come to the podium, state his/her name and address for the record, and, if speaking for an organization or group, identify the group represented. *No formal action can be taken by the City Council during the public comments.*
- (2) For items on the agenda, the speaker will have three (3) minutes to complete his/her comments unless otherwise permitted by the presiding officer. The City Secretary shall maintain the time and advise the speaker when his/her time has expired. The speaker shall then complete his sentence and take his/her seat.
- (3) All remarks shall be addressed to entire City Council and not directed to individual Council Members or members of the city staff.
- (4) Questions or requests for information shall be directed to the presiding officer who shall then determine whether, and in what manner, a response will be provided.
- (5) During comments regarding agenda items, Council members may request the floor to respond to any citizen comment with information or to ask follow up questions as appropriate. Councilmembers may only direct comments and questions to the speaker and may not take the opportunity to discuss matters among themselves.

b. Written Correspondence and Telephone Calls.

- (1) Member of the Public may direct written comments to the ~~entire City Council or individual Council Members~~ by addressing their letters to City Hall at: Manor City Hall, 105 E. Eggleston Street, Manor, Texas 78653. The Mayor and each Council Member has an email address listed on the City's website at www.cityofmanor.gov.
- (2) Citizens should expect a timely acknowledgement of their letters and e-mail messages ~~within three (3) working days~~. Telephone calls should be returned ~~within in twenty four (24) hours~~ a timely manner, excluding Saturdays, Sundays and official state ~~holidays and national holidays~~.
- (3) If a matter cannot be resolved within a few days, an interim reply should be expected from City Hall explaining the delay and providing a date when a final reply should be expected.

c. Media Inquiries.

- (1) The recognized local media sources may direct questions to members of the City Council through the City Manager.
- (2) Other legitimate regional, state and national media sources are expected to coordinate questions to Council Members and staff through the City Manager.
- (3) All media questions will be initially directed to the City Manager, the Chief of Police, or the Public Information Officer (if one is designated).

d. Legal Settlements in Regards to Any Claims Against the City.

All offers for legal settlements for claims or litigation against the City must be submitted in writing.

Section 8 – RULES OF ORDER

8.01. General.

These rules, consistent with the City Charter and any applicable city ordinance, statute or other legal requirement, shall govern the proceedings of the City Council.

8.02. Authority of the Chair.

- a. Subject to appeal of the full City Council, the Chair shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the City Council by ruling any such matter out of order. In so ruling, the Chair shall be courteous and fair and should presume that the moving party is acting in good faith.
- b. The Chair will perform the role of facilitator to assist the City Council in focusing agenda discussions and deliberations.

- c. Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council present and voting shall require the Chair to act.

8.03. Obtaining the Floor.

Any Council Member wishing to speak must first obtain the floor by being recognized by the presiding officer. The presiding officer must recognize any Council Member who seeks the floor appropriately entitled to do so.

8.04. Council Deliberations and Order of Speakers.

- a. The presiding officer shall control the debate and the order of speakers.
- b. Speakers shall generally be called upon in the order of their request to speak.
- c. With the concurrence of the presiding officer, a Council Member holding the floor may address a question to another Council Member, the City Manager, or the City Attorney (if present). The Council Member or City Manager may respond while the floor is still held by the Council Member asking the question.
- d. With the concurrence of the presiding officer, a Council Member holding the floor may address questions to an individual making a presentation to the City Council, e.g., city staff member, consultants, and citizens making public comments.
- e. Comments and questions shall be conducted in rounds to ensure that Council Members have the opportunity to make their comments and then respond to the comments they have heard from their fellow Council Members.
- f. The presiding officer shall only terminate deliberations and debate after all Council Members have been provided a reasonable time and opportunity to participate and prepare them to render a reasonable and responsible vote on the question.
- g. During presentations by the staff or special guests on agenda items, Council Members may obtain the floor from the presiding officer to ask questions of the presenters regarding details of their presentations.
- h. Following a motion and second of an agenda item, Council Members may enter into additional discussions about the item as described below in subsection 8.08(d).

8.05. Length of Comments.

Council Members shall govern themselves as to the length of the comments, questions, or presentations. As a courtesy, the presiding officer will signal by hand to a Council Member who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Council Members in their efforts to communicate concisely.

8.06. Limit Deliberations to Item at Hand.

Council Members shall limit their comments and questions to the subject matter, time, or motion being currently being considered by the City Council.

8.07. Motions.

In accordance with Section 1.05.037 (Motions; deferring action) of the City Charter, “(a) A motion may be made by any member other than the presiding officer.” The presiding officer shall, prior to offering a motion, however, ensure that other Council Members have the opportunity to make the motion. Any member of the City Council, other than the person offering the motion, may second a motion. See Annex B (Chief Purposes of Motions), Annex C (Parliamentary Strategy), Annex D (Basic Information on Motions), and Annex E (Parliamentary Terms).

8.08. Procedures for Motions.

The following is the general procedure for making motions:

- a. Before a motion can be considered or debated, it must be seconded. If there is no second, the motion fails.
- b. A Council Member who wishes to make a motion should do so through a verbal request to the presiding officer.
- c. A Council Member who wishes to second a motion should do so through a verbal request to the presiding officer.
- d. Once a motion has been properly made and seconded, the presiding officer shall open the matter for additional discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the presiding officer.

8.09. Amendments to Motions.

- a. When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to action on the main motion.
- b. No proposal of a subject different from that under consideration shall be admitted as a motion or amendment to a motion.
- c. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order.
- d. Action shall be taken on the amended amendment prior to any other action to further amend the main motion.

8.10. Motion to Continue.

A motion to continue will leave the motion in its present condition for consideration on a date and time certain.

8.11. Motion to Remove.

A motion to remove will take the matter off the agenda and will not be considered by the Council for an indefinite period of time.

8.12. Motion to Table.

A motion to table will delay consideration of the item being discussed by the City Council.

8.13. Motion to Refer.

A motion to refer forwards the item under consideration to the named group, committee, or board for further study.

8.14. Withdrawal of Motion.

A withdrawal of motion indicates a motion may be withdrawn or modified by the Council Member who originally made the motion at any time prior to its passage. If the motion is modified, the Council Member who seconded the motion may withdraw his/her second. If a motion that has received a second is withdrawn by one of the Council Members making the motion, the motion must be seconded by another Council Member to proceed, or it will die for lack of a second.

8.15. Motion for Reconsideration.

- a. A motion to reconsider any action of the City Council may be made, seconded, and voted on not later than the next succeeding regular meeting of the City Council. If reconsideration of the Council action has not been posted on the Council agenda for the meeting at which the motion to reconsider is made, however, actual reconsideration of the item must be delayed until the next regular meeting after the posting requirements of the Texas Open Meetings Act are met.
- b. A motion to reconsider an action of the City Council may only be made by a member who voted with the prevailing side. Any member can second it. No question shall be twice reconsidered except by unanimous vote of the City Council. Actions relating to any contract may be reconsidered at any time before the final execution thereof.

Section 9 – CITY COUNCIL COMMITTEES**9.01. Committees Established.**

- a) The City Council can establish standing committees or ad hoc committees when necessary. All committees will be advisory committees. [Standing Committees will be established by ordinance.](#)

~~9.02. Standing Committees.~~

- ~~a. The following standing committee(s) of the City Council are established:~~
 - ~~(1) Public Improvement District (PID) Committee~~
 - ~~i. The PID Committee shall consist of not less than two (2) Council Members and serve a one year term, appointed by the City Council.~~
 - ~~ii. [Purpose of the PID Committee]~~
 - ~~iii. Summary minutes will be taken and kept by the City Secretary.~~

~~(2) Park Committee~~

- ~~i. The Park Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.~~
- ~~ii. [Purpose of the Park Committee]~~
- ~~iii. Summary minutes will be taken by the chair or designated Public Works Department staff and kept by the City Secretary.~~

~~(3) Economic Development Committee~~

- ~~i. The Economic Development Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.~~
- ~~ii. [Purpose of the Economic Development Committee]~~
- ~~iii. Summary minutes will be taken by the chair and kept by the City Secretary.~~

~~(4) Capital Improvement Committee~~

- ~~i. The Capital Improvement Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.~~
- ~~ii. [Purpose of the Capital Improvement Committee]~~
- ~~iii. Summary minutes will be taken by the chair and kept by the City Secretary.~~

~~(5) Education Committee~~

- ~~i. The Education Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.~~
- ~~ii. [Purpose of the Education Committee]~~
- ~~iii. Summary minutes will be taken by the chair and kept by the City Secretary.~~

~~(6) Health Care Committee~~

- ~~i. The Health Care Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.~~
- ~~ii. [Purpose of the Health Care Committee]~~
- ~~iii. Summary minutes will be taken by the chair and kept by the City Secretary.~~

~~b.~~ Each standing advisory committee shall review matters in its area of responsibility that are referred to it by the City Council, the City Manager, or an individual City Council Member. An advisory standing committee may recommend action to the City Council, but committee recommendation is not necessary for a matter to be placed on the City Council agenda. The committee chair may make a statement on behalf of the committee on an item in a briefing or voting meeting of the City Council.

a.

~~e.b.~~ City Council shall determine the number of members, not to exceed two (2) council members per committee and appoint a chair to the ~~advisory standing~~ committee.

9.03. Ad Hoc Committees.

The Mayor may appoint ad hoc committees from time to time to study and review specific issues. The Mayor shall determine the number of members and appoint a chair of ad hoc committees. The ad hoc committees shall be established for a designated period of time, which may be extended by the Mayor and shall meet as needed. The Mayor shall formally announce the establishment of any ad hoc committee along with his appointments to that committee in a regular session of Council prior to the committee convening to conduct business.

9.04. Committee Meetings.

- a. Advisory Standing and Ad Hoc Committees shall meet as necessary, ~~and are not subject to the Open Meeting Act~~.
- b. The committee chair shall develop committee meeting agendas through coordination with fellow committee members and appropriate supporting staff members.
- c. Citizens wishing to submit Public Comments during open meetings will need to complete the Public Comments Form provided by the City and email the form to publiccomments@cityofmanor.org at least two (2) hours prior to the committee meeting indicated within this procedure.
- d. Public Comments will be read by the Chair of the Committee for the record. No action will be taken by the committee during public comments.

Commented [AG1]: Advisory committees are not generally subject to the open meetings act BUT they can be if council ends up just sort of rubber stamping the recommendations without its own public discussion.

9.05. Agenda and Information.

- a. Before each committee meeting, the Chair and City Secretary shall provide an agenda and supporting information for the meeting to committee members. Items may be scheduled on the agenda for committee briefings by the chair, the City Council, the City Manager, or the Mayor.
- b. Summary minutes will be kept by the City Secretary, unless otherwise indicated within this procedure.

Section 10 – RULES SUSPENSION, AMENDMENT, AND ANNUAL REVIEW

10.01. Suspension of Rules.

Any provision of these rules not governed by the City Charter, City ordinances, or state law may be temporarily suspended by a majority vote of the members of the City Council present and voting. The vote on any such suspension shall be taken by Motion and entered upon the record. The vote on any such suspension shall be taken by Motion and entered upon the record. Provisions that may not be suspended include, but are not limited to:

- a. Rule 3.04, Executive Sessions;

- b. Rule 3.07, Public Notice;
- c. Rule 3.08, Quorum and Attendance;
- d. Rule 3.14, Minutes (the provisions requiring that minutes be kept and the content of minutes)
- e. Rule 3.15, Attendance by the Public;
- f. Rule 3.16, City Legislation and Actions of Significant Public Impact and Concern, if pertaining to zoning and annexation orders required to be read twice in accordance with Section 4.06 of the City Charter;
- g. Rule 5.03, Conflicts of Interest;
- h. Rule 5.04, Voting; and
- i. Rule 6.01, Chair.

10.02. Amendment of Rules.

These rules may be amended, or new rules adopted, by a majority vote of the members of the City Council present and voting.

10.03. Annual Review of Rules.

Following the municipal general elections each year, City Council may review these rules of procedure, make changes as appropriate, and adopt their own rules of procedure in accordance with the City Charter. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the City Council's right and ability to amend the rules in accordance with the City Charter and Rule 10.02.

Section 11 – ADMINISTRATIVE SUPPORT TO COUNCIL MEMBERS

11.01. Mail and E-mail.

- a. All general mail directed to the Mayor and Council Members at City Hall will be date stamped and distributed as appropriate at City Council Meetings.
- b. All mail providing information on city issues and agenda items will be copied to the Mayor and Council Members.
- c. E-mails are provided to Mayor and Council Members for city business, e-mails requiring a response from the Mayor or Council Member(s) should copy the City Manager.

11.02. Clerical Support.

The City Manager will coordinate appropriate clerical support requested by the Mayor and Council Members.

11.03. Master Calendar.

A master calendar of City Council events, functions, and sessions will be maintained by the City Secretary's office and provided to the Mayor and Council Members as appropriate. Events, functions, and activities to be attended by the Mayor or individual Council

Members will be included on the master calendar only at the request of the Mayor or individual Council Member(s).

11.04. Requests for Research or Information.

The Mayor and individual Council Members may request information or research from the city staff on a given topic through the City Manager who will make all members of City Council aware of the special request, as it may be of interest to them as well. Accordingly, the City Manager will provide the results of the request to all members of City Council. In the event the City Manager believes he cannot respond in a timely manner, he and the members of City Council will coordinate a reasonable and responsible timeframe in which to expect the results without unduly interfering with other activities of higher priority.

11.05. Notification of Significant Activities or Events.

The Mayor and Council Members shall expect the City Manager to notify them, and provide periodic updates, regarding significant activities or events in the City related to natural or man-made disasters, major criminal activity, major accidents involving city property, serious injury or death involving a city staff/employee within an hour (if feasible).

ANNEX A

Fundamental Principles of Parliamentary Law

The Mayor, Council Members, City Manager, City Attorney, City Secretary, and City staff members appearing before the various sessions of the Manor City Council should become familiar with following rules and customs:

1. All members have equal rights, privileges, and obligations; rules must be administered impartially.
2. The minority has rights, which must be protected.
3. Full and free discussions of all motions, reports, and other items of business is a right of all members.
4. In doing business the simplest and most direct procedure should be used.
5. Logical precedence governs introduction and disposition of motions.
6. Only one question can be considered at a time.
7. Members may not make a motion or speak in debate until they have been recognized by the chair and thus have obtained the floor.
8. No member may speak a second time on the same question if anyone who has not spoken on that question wishes to do so.
9. Members must not attack or question the motives of another member. Customarily, all remarks are addressed to the presiding officer.
10. In voting, members have the right to know at all times what motion is before the assembly and what affirmative and negative votes mean.
11. The majority vote decides. This is a fundamental concept of democracy.
12. All meetings will be characterized by fairness and good faith.

ANNEX B

The Chief Purposes of Motions

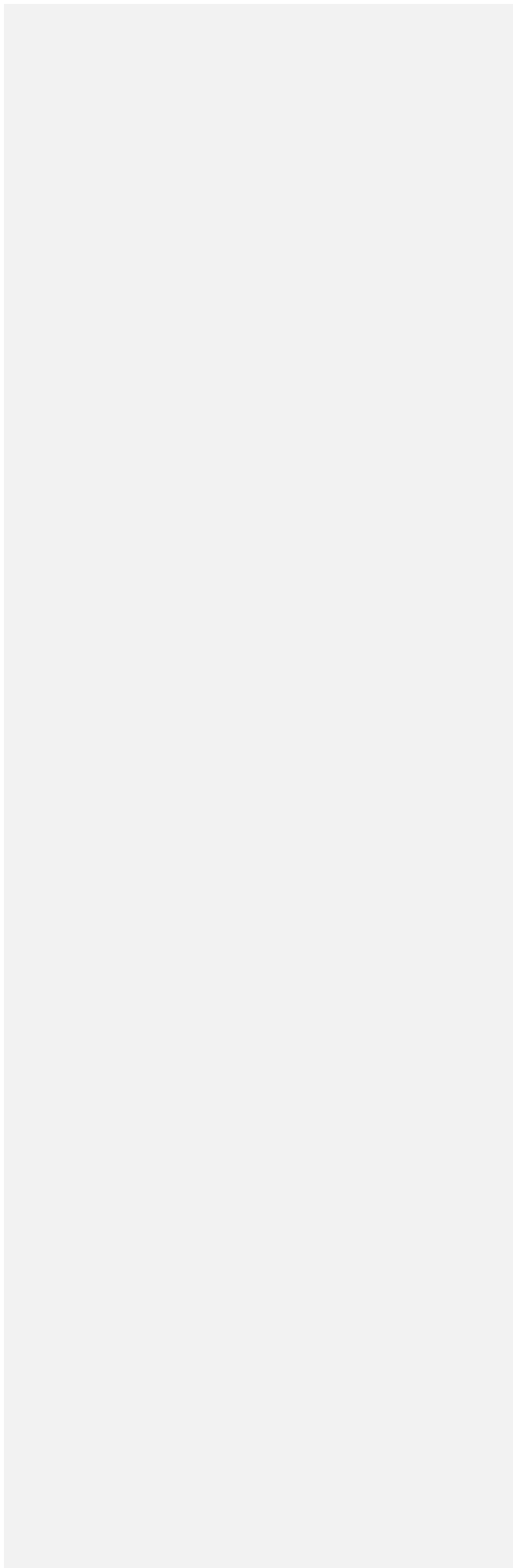
PURPOSE	MOTION
Present an idea for Consideration and action	Main motion Resolution
Improve a pending motion	Amend Division of question
Regulate or cut off debate	Limit or extend debate Previous Question
Delay a decision	Refer to committee Postpone/table to a certain time Recess Adjourn
Kill an item	Postpone Indefinitely
Meet an emergency	Question of privilege Suspend rules Lay on the Table
Gain information on a pending motion	Parliamentary inquiry Request for information Request to ask a member a question Question of privilege
Question the decision of the presiding officer	Point of order
Enforce rights and privileges	Parliamentary inquiry Point of order Appeal from decision of the chair
Consider a question again	Take from the Table Discharge a committee Reconsider Rescind Renew a motion Amend a previous action Ratify
Change an action already taken	Reconsider Rescind Amend a previous action
Terminate a meeting	Adjourn Recess

ANNEX C

Parliamentary Strategy

To Support a Motion	To Oppose a Motion
<ol style="list-style-type: none"> 1. Second it promptly and enthusiastically. 2. Speak in favor of it as soon as possible. 3. Do your homework; know your facts; have handouts, charts, etc., if appropriate. 4. Move to amend motion, if necessary, to make it more acceptable to proponents. 5. Vote against motion to table or to postpone, unless delay will strengthen your position. 6. Move to recess or postpone, if you need time to marshal facts or work behind the scenes. 7. If defeat seems likely, move to refer to committee, if that would improve chances. 8. If defeat seems likely, move to divide question, if appropriate, to gain at least a partial victory. 9. Have available a copy of the rules of procedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute. 10. If motion is defeated, move to reconsider, if circumstances warrant it. 11. If motion is defeated, consider reintroducing it at a subsequent meeting. 	<ol style="list-style-type: none"> 1. Speak against it as soon as possible. Raise question; try to put proponents on the defensive. 2. Move to amend the motion so as to eliminate objectionable aspects. 3. Move to amend the motion to adversely encumber it. 4. Draft a more acceptable version and offer as amendment by substitution. 5. Move to postpone to a subsequent meeting. 6. Move to refer to committee. 7. Move to recess, if you need time to round up votes or obtain more facts. 8. Question the presence of quorum, if appropriate. 9. Move to adjourn 10. On a voice vote, vote emphatically. 11. If the motion is adopted, move to reconsider, if you might win a subsequent vote. 12. If the motion is adopted, consider trying to rescind it at a subsequent meeting. 13. Have available a copy of the rule of procedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute.

ANNEX D
Basic Information on Motions



Basic Information On Motions

RANKING MOTIONS

These motions are listed in order of rank. When any one of these motions is immediately pending, those above it are in order and those below are not in order.

PRINCIPAL CHARACTERISTICS

	Second Required	Can Be Debated	Can Be Amended	Vote Required	Can Be Reconsidered	Can Interrupt
PRIVILEGED MOTIONS						
13. Fix Time to Which to Adjourn.....	yes	no	yes	maj	yes	no
12. Adjourn.....	yes	no	no	maj	no	no
11. Recess.....	yes	no	yes	maj	no	no
10. Raise a Question of Privilege.....	no	no	no	X*	no	yes
9. Call for the Orders of the Day.....	no	no	no	X*	no	yes
SUBSIDIARY MOTIONS						
8. Lay on the Table.....	yes	no	no	maj	no	no
7. Previous Question (to close debate).....	yes	no	no	2/3	yes*	no
6. Limit or Extend Limits of Debate.....	yes	no	yes	2/3	yes*	no
5. Postpone to a Certain Time.....	yes	yes	yes	maj	yes	no
4. Commit (or Refer).....	yes	yes	yes	maj	yes*	no
3. Amend.....	yes	=	yes*	maj	yes	no
2. Postpone Indefinitely.....	yes	yes	no	maj	+	no
1. MAIN MOTION	yes	yes	yes	maj*	yes	no

NON-RANKING MOTIONS

Whether these motions are in order depends upon the business already under consideration and what purpose they may serve when introduced.

INCIDENTAL MOTIONS

Appeal.....	yes	*	no	maj	yes	yes
Close Nominations or the Polls.....	yes	no	yes	2/3	no	no
Consider by Paragraph or Seriatim.....	yes	no	yes	maj	no	no
Division of the Assembly.....	no	no	no	no	no	yes
Division of a Question.....	yes	no	yes	maj	no	no
Objection to Consideration of a Question.....	no	no	no	2/3	#	yes*
Parliamentary Inquiry.....	no	no	no	Chair	no	yes
Point of Order.....	no	no	no	Chair	no	yes
Reopen Nominations or the Polls.....	yes	no	yes	maj	#	no
Suspend the Rules*.....	yes	no	no	2/3*	no	no
Withdraw a Motion.....	no*	no	no	maj*	#	yes*

MOTIONS THAT BRING A QUESTION AGAIN BEFORE THE ASSEMBLY

Reconsider.....	yes	=	no	maj	no	no
Rescind.....	yes	yes	yes	*	#	no
Take from the Table.....	yes	no	no	maj	no	no

Key to Markings

* - See *Robert's Rules of Order Newly Revised* for special rules.

- Only a negative vote may be reconsidered.

X - Usually no vote taken. Chair responds.

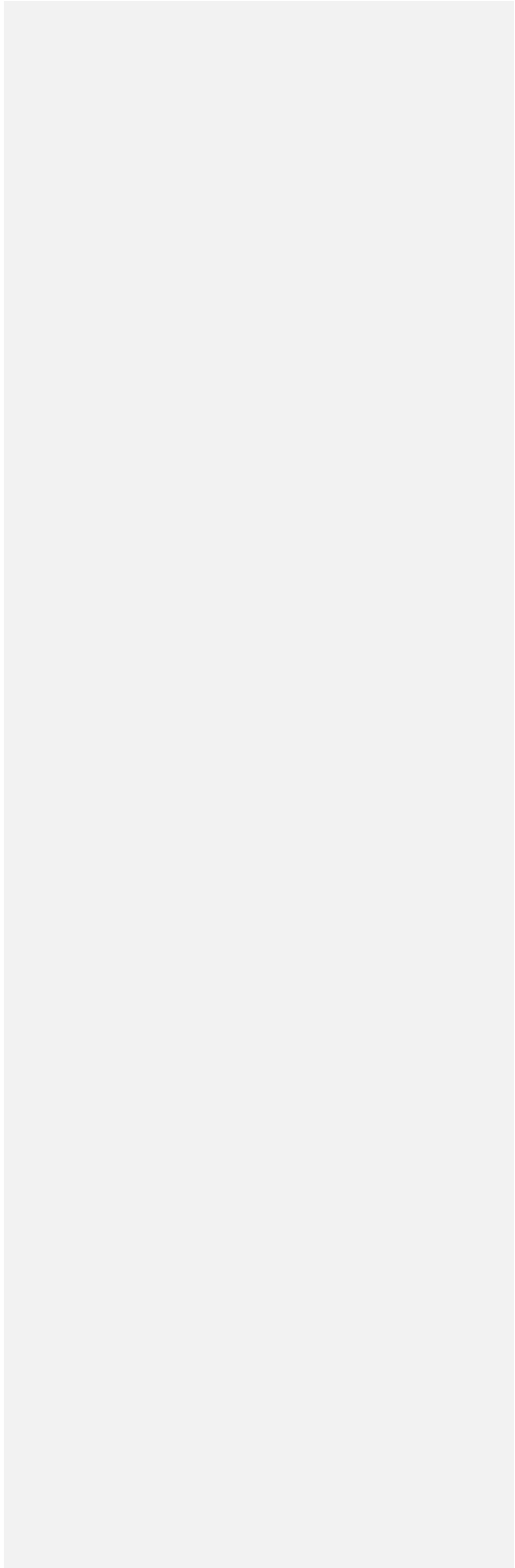
= - Debatable when applied to a debatable motion. See *Robert's Rules of Order Newly Revised*.

+ - Only an affirmative vote may be reconsidered.

Source: *Robert's Rules of Order Newly Revised*.

ANNEX E

Parliamentary Terms



PARLIAMENTARY TERMS

AGENDA: an outlined plan of an entire business session; an order of business.

ACCEPT: adopt, approve, agree to.

ADOPT: approve, agree to, accept.

AMEND: modify or change the wording of a motion before action is taken upon the motion itself.

ANNOUNCING THE VOTE: declaration by the chair of the result of the vote.

ASSEMBLY: a body of people assembled for the transaction of business.

ARE YOU READY FOR THE QUESTION: debate (discussion) is in order.

BYLAWS: basic rules of a society which relate to itself as an organization.

CARRIED: adopted, approved.

CHAIR: the presiding officer; the place or station of the presiding officer.

DIVISION OF THE ASSEMBLY: a motion requiring that a vote taken by voice or by show of hands be retaken by rising.

EX OFFICIO: "from the office" or by virtue of the office or chairmanship. Bylaws frequently provide that the president shall be an ex-officio member of all committees except the nominating committee.

FLOOR, OBTAIN THE: securing recognition by the chair as having the right to speak in a meeting.

GENERAL CONSENT: unanimous consent; informal agreement of the assembly. The chair asks if there is any objection to a certain procedure; *silence gives consent*.

GERMANE: closely related; of the same subject matter. Example: an amendment must be germane to the motion to which it is applied.

IMMEDIATELY PENDING QUESTION: the latest question (motion) stated by the chair when more than one question is pending.

INCIDENTAL MOTIONS: motions which deal with questions of procedure arising out of other motions or items of business.

MAIN MOTION: A motion that introduces business to an assembly.

MAJORITY VOTE: over half of the votes *cast*.

MEETING: a single gathering of persons or members of an organization, usually for the purpose of transacting business. See *Session*.

MINUTES: the record of the proceedings of an assembly. Sometimes referred to as the *journal*.

MOTION: a formal proposal that certain action be taken, or that a certain statement express the sense, opinion, desire, or will of the assembly.

PARLIAMENTARY LAW: a consistent system of rules which govern procedure in all deliberative assemblies; founded upon certain fundamental principles originated in the unwritten customs of the House of Parliament in England; first compiled for use in this country by Thomas Jefferson, whose manual has been the foundation for rules used in the United States House of Representatives and Senate.

PENDING: before the assembly. A motion is "pending" after it has been stated by the chair and until it is disposed of temporarily or permanently.

PLURALITY VOTE: the largest number of votes received by a candidate or proposition when three or more choices are possible. A plurality vote never decides a question or election except by specific rule of the organization.

PRECEDENCE, TAKES: outranks; used in reference to the order in which motions can be introduced and must be considered by the assembly.

PREVIOUS NOTICE: announcement that a specific motion will be introduced at the next meeting; substance of the proposal should be described at least briefly; unless specified otherwise in the bylaws, must be made at the preceding meeting or included in the call of the meeting at which it is to be brought up.

PRIVILEGED MOTIONS: a class of motions which, although they are not directly concerned with the business before the assembly, are of such immediate importance that they have the privilege of interrupting the consideration of anything else. All motions of this class are *not debatable*.

PRO TEM: for the time being; most frequently applies to the office of secretary.

PUTTING THE QUESTION: putting the motion to a vote.

QUESTION: the business before the assembly; the motion as stated by the chair. (See "motion.")

QUORUM: the number of members who must be present in order that business can be transacted legally. The quorum is a majority of all members unless bylaws or rules of procedure state otherwise.

RECESS: an intermission taken by the assembly.

RESOLUTION: a main motion usually of such importance and length as to be written; may or may not have a preamble setting forth the reasons for the resolution.

REVISION OF THE BYLAWS: a complete set of bylaws submitted as a substitute for existing bylaws.

RONR: acronym for *Robert's Rules of Order Newly Revised*.

SECONDARY MOTIONS: motions which can be made while a main motion is pending and which relate to business already before the assembly, to questions of order or procedure, or to matters of comfort or privilege. There are three classes of secondary motions: subsidiary, privileged, and incidental.

SECONDING MOTIONS: agreeing that a motion should come before a meeting.

SESSION: a meeting or a series of meetings with a single order of business, agenda, or program.

STANDING RULES: regulations for the guidance of an organization's meetings

STATING THE QUESTION: formally placing a motion before the assembly and indicating (where appropriate) that it is open to debate. Wording of a motion in the minutes should be exactly the same as when *stated* by the chair.

SUBSIDIARY MOTIONS: Motions that assist the assembly in treating or disposing of a main motion (and sometimes other motions).

TWO-THIRDS VOTE: two out of three of the votes *cast*. For two-thirds approval, the affirmative vote is at least twice as large as the negative.

UNFINISHED BUSINESS: questions that have come over from the previous meeting because that meeting adjourned without completing its order of business.

VOTE: a formal expression of the will, opinion, or preference of the members of an assembly in regard to a matter submitted to it.

YIELD: give way to. A pending question yields to one of higher rank.

ANNEX F Conflict of Interest

AFFIDAVIT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, _____, as a member of the City of Manor City Council, make this Affidavit and hereby on oath, state the following:

"I, and/or a person or persons related to me, have a substantial interest in a business entity or real property that may receive a special economic effect by a vote or decision of the City of Manor City Council and the economic effect on my business entity or real property is distinguishable from its effect on the general public. What constitutes a "substantial interest," "business entity," "real property" and a "special economic effect" are terms defined in Chapter 171 of the Texas Local Government Code.

"I affirm that the business entity or real property referred to above is: _____

The nature of my substantial interest in this business entity or real property is: (Check all which are applicable.)

- An ownership interest of 10% or more of the voting stock or shares of the business entity; or
- An ownership interest either 10% or more or \$15,000 or more of the fair market value of the business entity; or
- Funds received from the business entity exceed 10% of _____ (my, his, her) gross income for the previous year; or
- Real property is involved and _____ (I, he, she) has/have an equitable or legal ownership with a fair market value of at least \$2,500 or more;
- A relative of mine related in the first degree by consanguinity (blood) or affinity (marriage), as determined under Chapter 573, Texas Government Code, is considered to have a substantial interest in the business entity or property that would be affected by a decision of the public body of which I am a member.
- Other: _____

"Upon the filing of this Affidavit with the City Secretary, I affirm that I will abstain from any discussion, vote, or decision involving this business entity or real property and from any further participation in this matter whatsoever."

SIGNED this the ____ day of _____, 20 ____.

Signature of public official

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, by

_____, on this the ____ day of _____, 20 ____, which witness my hand and official seal.

Notary Public
State of Texas



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2022
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

Manor Cemetery

- The City of Manor owns 5.1 acres located at 582 N. Lockhart Street
- Mr. Howard Anderson was the main contact until this past year.
- Ms. Nora Sanchez has been volunteering to manage the cemetery since 2016 and has recently taken over the sole responsibilities since Mr. Anderson’s passing this year.

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

- Exhibit A - Agreement

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the Management Services Agreement for Cemetery Administration with Nora Sanchez; and authorize the Mayor to sign agreement.

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

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (“Agreement”) is made and entered into by and between the City of Manor, Texas (“City”) and Nora Sanchez (“Manager”), (collectively, the “Parties”) for Manager to provide management and maintenance services at the City of Manor Cemetery.

Whereas, the City owns a cemetery comprised of approximately 5.1 acres located at 582 N. Lockhart Street, Manor, Travis County, Texas, as generally shown in Exhibit "A" attached hereto.

Whereas, in 2016, the Manor City Council authorized survey services to map the cemetery and to conduct pattern mapping of the burial spaces;

Whereas, in 2019, the City Council authorized the straightening, repair and cleaning of 40 monuments;

Whereas, historically the cemetery has been managed by Manor residents who volunteer their time and energy to maintain the property and the burial records;

Whereas, several burial spaces remain available and other unused spaces are already reserved;

Whereas, there is no cost associated with obtaining a burial space;

Whereas, the arrangement has met the needs of the community, but due to waning interest and other circumstances of some volunteers, the arrangement may not be sufficient to serve as a long-term solution; and

Whereas, the parties desire to formalize the arrangement in order to ensure the property and related records continue to be properly managed as the City undergoes record growth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the Parties hereto agree as follows:

- 1. INITIAL TERM, RENEWAL, TERMINATION.** This agreement shall become effective upon signing by both Parties and shall continue in force for one (1) year. The Agreement will automatically renew for one (1) year term unless a party notifies the other of a decision to forego a renewal.

Either party may terminate this contract by giving the other party written “Notice of Termination of Contract” at least thirty (30) days prior to the intended termination date.

2. **STIPEND.** The City agrees to pay Manager a monthly stipend in the amount of \$1,000.00 for services rendered to manage the Cemetery.

3. **MANAGER'S SERVICES.**

- a. Operation and Maintenance of the City Cemetery. Manager agrees to perform the following tasks on a daily basis, weather permitting. In performing the tasks under this Agreement, Manager will be acting as an independent contractor. The City may from time to time establish rules and regulations for the use and operation of the City Cemetery.
- b. Hours. The City Cemetery shall be open to the general public during the days and times established by the City Council, weather permitting.
- c. Volunteers. Manager shall oversee and coordinate the persons who volunteer to assist at the Cemetery.
- d. Burial Space Records. Manager shall maintain detailed records with the following information:
 - 1) the location, number/letter designation, or other marker of each burial space.
 - 2) for persons in each burial space, the person(s) name, date of birth, date of death, and date of burial.
- e. Reserved Burial Spaces. For each burial space reserved for future use, maintain a record with the name, address, email address (if any), and telephone number of the person for whom the burial space is reserved and the name and contact information of an alternate contact person. -
- f. Initial Report. Within ninety (90) days of the effective date of this Agreement, Manager shall provide to the City Manager, the information described in subsections d. and e. above.
- g. Other Reports. By the 15th day of each month, Manager shall provide to the City Manager, any updates to the information required in subsection e. above.

4. **CITY'S OBLIGATIONS.**

- a. Utilities. The City shall provide and pay all charges for utility services to the City Cemetery during the Term. Utilities shall include water, sewer, garbage and electricity.
- b. Insurance. If applicable, the City shall maintain insurance for the City Cemetery.
- c. Deeds. The City Manager may grant to such persons deeds of conveyance to such lots as may be purchased. Deeds must be signed by the City Manager or designee.

5. **ASSIGNMENT.** Manager shall not assign or transfer this Agreement without the prior written consent of the City. Any assignment or transfer without the prior written consent of City shall be void and shall, at the option of City, terminate this Agreement.
6. **DESTRUCTION.** In the event the City Cemetery is partially damaged or destroyed or rendered partially unfit for use, the Manager shall give immediate notice to City. The City in its sole discretion shall determine the appropriate repair to be performed.
7. **MANAGER DEFAULT.** If Manager defaults in the performance of any task or obligation the City may terminate this Agreement if default continues for a period of 10 days after City notifies Manager of such default and of the City's intention to declare this Agreement terminated. Such notice shall be sent by the City to Manager at Manager's last known address by certified mail. Unless the Manager has completely cured the default within a 14 day period or, if not fully cured, the Manager is making continuing and diligent effort to cure such default, this Agreement shall terminate.

For purposes of this section, Manager is presumed to have abandoned its responsibilities at the Cemetery if Manager fails to operate the City Cemetery during the minimum hours required under this Agreement and weather permits such operation.

City shall have the right to store any property of Manager that remains at the Cemetery that is abandoned; and City may dispose of the stored property if Manager does not claim the property within sixty (60) days after the date the property is stored. City shall provide to Manager by certified mail at Manager's last known address a notice stating that City may dispose of Manager's property if Manager does not claim the property within 60 days after the date the property is stored.

8. **DEFAULT.** The following actions or failures on the part of Manager shall constitute a default on the part of the Manager:
 - a. Failure of the Manager to cause the City Cemetery to be open to the general public for the minimum number of hours set forth in this Agreement, weather permitting. Except in exigent circumstances, the Manager may in writing explain the circumstances preventing any opening of the premises.
 - b. Manager fails to maintain the premises in good repair.
 - c. Manager fails to follow the rules, regulations, and policies of the City after seventy-two (72) hours written notice of a violation, unless extended in writing by the City.
 - d. Manager fails to operate the City Cemetery in compliance with applicable state regulations after seventy-two (72) hours written notice of a violation, unless extended in writing by the City.
 - e. Manager otherwise materially breaches this Agreement.

9. **TERMINATION BY MANAGER.** Manager may terminate this agreement at any time with thirty (30) days' notice to City.

10. **NOTICES.** Notice to Manager shall be by certified mail or other delivery to the below address, or such other address as given by Manager to City in writing. Notices to City shall be by certified mail to the below address.

Name:	City of Manor	Name:	Nora Sanchez
Address:	105 E. Eggleston	Address:	_____
City:	Manor, Texas 78653	City:	<u>Manor, Texas</u>

11. **RIGHT OF ENTRY; CLOSURE OF CITY CEMETERY.** City shall have the right to enter the premises at any time: (a) to inspect the general condition and state of repair thereof; (b) to make repairs required or permitted under this Agreement; or (c) for any other reasonable purpose. Owner shall further have the right to close the City Cemetery without notice in the event: (a) there is a material breach of this Agreement; or (b) to protect the public, health, safety, and welfare.

12. **TEXAS LAW TO APPLY.** This agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie and be exclusive in Travis County, Texas.

13. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date thereof, and duly executed by the parties.

[This space intentionally left blank]

EXECUTED on this the ____ day of _____, 2022.

MANAGER

Nora Sanchez

CITY OF MANOR

Dr. Christopher Harvey, Mayor

Attest:

Lluvia T. Almaraz, City Secretary

Exhibit A



Manor Historic Resources Survey
 Preservation Central, Inc.
 August 2007

- Legend**
- Survey Area Boundaries
 - High Priority
 - Medium Priority
 - Low Priority
 - Non-Historic (not included in survey)

0 100 Feet
 Based on Travis Central Appraisal District tax maps, available at <http://www.travisad.org>.
 Note: Building footprints not to scale.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2022
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

Due to the TML 110th Annual Conference in San Antonio, Texas on October 5-7, the majority of City Council will be attending; therefore, there will be no quorum present for this meeting. City Council is able to set a Called Special Session if necessary. City staff is recommending setting a Special Meeting on Monday, October 3rd at 7pm.

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

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council cancel the October 5, 2022, Regular City Council Meeting and set a Called Special Session for Monday, October 3, 2022, at 7:00 p.m.

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