

## AGREEMENT REGARDING WATER SERVICE TERRITORY

THE STATE OF TEXAS                   §

COUNTY OF TRAVIS                   §

This Agreement Regarding Water Service Territory (this "Agreement") is entered into as of the   7   day of November, 2022 (the "Effective Date") by Manville Water Supply Corporation ("Manville"), a retail public utility operating in the State of Texas and the City of Manor, a Texas home-rule municipality (the "City" or "Manor"). Manville and the City are hereinafter collectively referred to as the "Parties."

### RECITALS

A. WHEREAS, Section 13.248 of the Texas Water Code ("TWC") provides that contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas ("PUC") after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity;

B. WHEREAS, both Manville and the City are retail public utilities as defined in Section 13.002(19) of the TWC;

C. WHEREAS, Manville is the holder of water Certificate of Convenience and Necessity ("CCN") No. 11144 and Manor is the holder of water CCN No. 10947, each of which define the certificated retail water service territories of the respective retail public utilities;

D. WHEREAS, the Butler Family Partnership, Ltd. owns an 88.1 acre tract in the Manville service territory;

E. WHEREAS, the 88.1 acre tract currently certificated to Manville is depicted in Exhibit A, Detailed Map and Exhibit B, General Location Map, of this Agreement;

F. WHEREAS, the Parties desire that Manville transfer the 88.1 acres of its water CCN ("Transfer Tract") to the City;

G. WHEREAS, the Butler Family Partnership supports transfer of the service territory from Manville to the City;

H. WHEREAS, no existing customers or facilities are being transferred as part of this Agreement;

I. WHEREAS, Manville and the City desire to enter into this Agreement pursuant to TWC Section 13.248 to designate areas and customers to be served by Manor; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**I.  
AGREEMENT**

1. **Purpose.** This Agreement shall be a contract designating areas and customers to be served by the Parties in accordance with TWC Section 13.248.

2. **Transfer of the CCN.** Manville transfers and conveys to the City, and the City hereby accepts that transfer from Manville, the 88.1 acres of Manville's CCN that is depicted as the Transfer Tract in Exhibit C attached hereto, and the Parties hereby designate the City as the retail water service provider to that Transfer Tract.

3. **Notice Requirements Have Been Fulfilled.** On October 14, 2021, the Manville Board of Directors considered and approved this transfer of water service area to Manor. Exhibit D contains the Agenda announcing the October 14 Board meeting (see Item 7.a), and the Minutes from that meeting demonstrating that the Board approved the transfer of the 88.1 acres. Exhibit E is an affidavit from Manville General Manager Tony Graf attesting to the fact that the Manville Board did indeed carry out the public notice. Thus, the public notice requirements set forth at 16 TAC 24.253 (c) (2) and (3) have been fulfilled.

4. **No Continuing Obligation to Serve.** The Parties agree that, upon approval of the application to move the Transfer Tract from Manville to Manor, Manville shall have no further obligation to provide retail water service to the Transfer Tract.

5. **Application for Approval.** The Parties agree to fully cooperate as necessary regarding the preparation, filing, and prosecution of an application to secure PUC approval of this Agreement (the "PUC Application"). Each party shall bear its own costs and expenses in connection therewith.

6. **List of Exhibits**

Exhibit A: Detailed Map

Exhibit B: General Location Map

Exhibit C: Manville Board Meeting Agenda

Exhibit D: Manville Board Meeting Minutes

Exhibit E: Affidavit of Tony Graf, Manville General Manager

**II.**  
**MISCELLANEOUS**

7. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

8. **Governing Law and Venue.** This Agreement will be governed by the Constitution and laws of the State of Texas. The courts of Texas shall have jurisdiction of any dispute arising out of or concerning this Agreement, either administrative or judicial, and venue shall be proper and lie exclusively in Travis County, Texas.

9. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party. All the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any approved successors or assigns of that Party.

10. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized by the Parties.

11. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

12. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

13. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

14. **Notices.** Any notice or other communication ("Notice") given under this Agreement must be in writing. Notice may be given or served: (i) by depositing it in the United States Mail, postage paid, certified with return receipt requested, and addressed to the party to be notified; or (ii) by personally delivering it to the party to be notified. Notice deposited in the mail will be effective three days after such deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties will be, until changed as provided below, as follows:

Manville:

Tony Graf, General Manager  
Manville Water Supply Corporation  
P. O. Box 248  
Coupland, TX 78615  
Email: tgraf@manvillewsc.org (tonygraf@manvillewsc.org)  
Phone: 512-856-2488 Ext. 223

City of Manor:

Scott Dunlop  
Interim City Manager  
105 E. Eggleston Street  
Manor, Texas 78653  
Phone: 512/272-5555  
Email: [sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org)

With copies to  
Paige Saenz  
City Attorney  
The Knight Law Firm, LLP  
223 W. Anderson Lane, Suite A-105  
Austin, Texas 78752  
Phone: 512/323-5778  
Email: [paige@cityattorneytexas.com](mailto:paige@cityattorneytexas.com)

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other party.

15. **Entire Agreement.** This Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the date first set forth above.

Manville:

Manville Water Supply Corporation

By: 

Name: Tony Graf

Title: General Manager

Date: November 7, 2022

Manor:

CITY OF MANOR

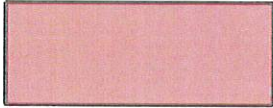
By: \_\_\_\_\_

Name: Scott Dunlop

Title: Interim City Manager

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

**LEGEND :**

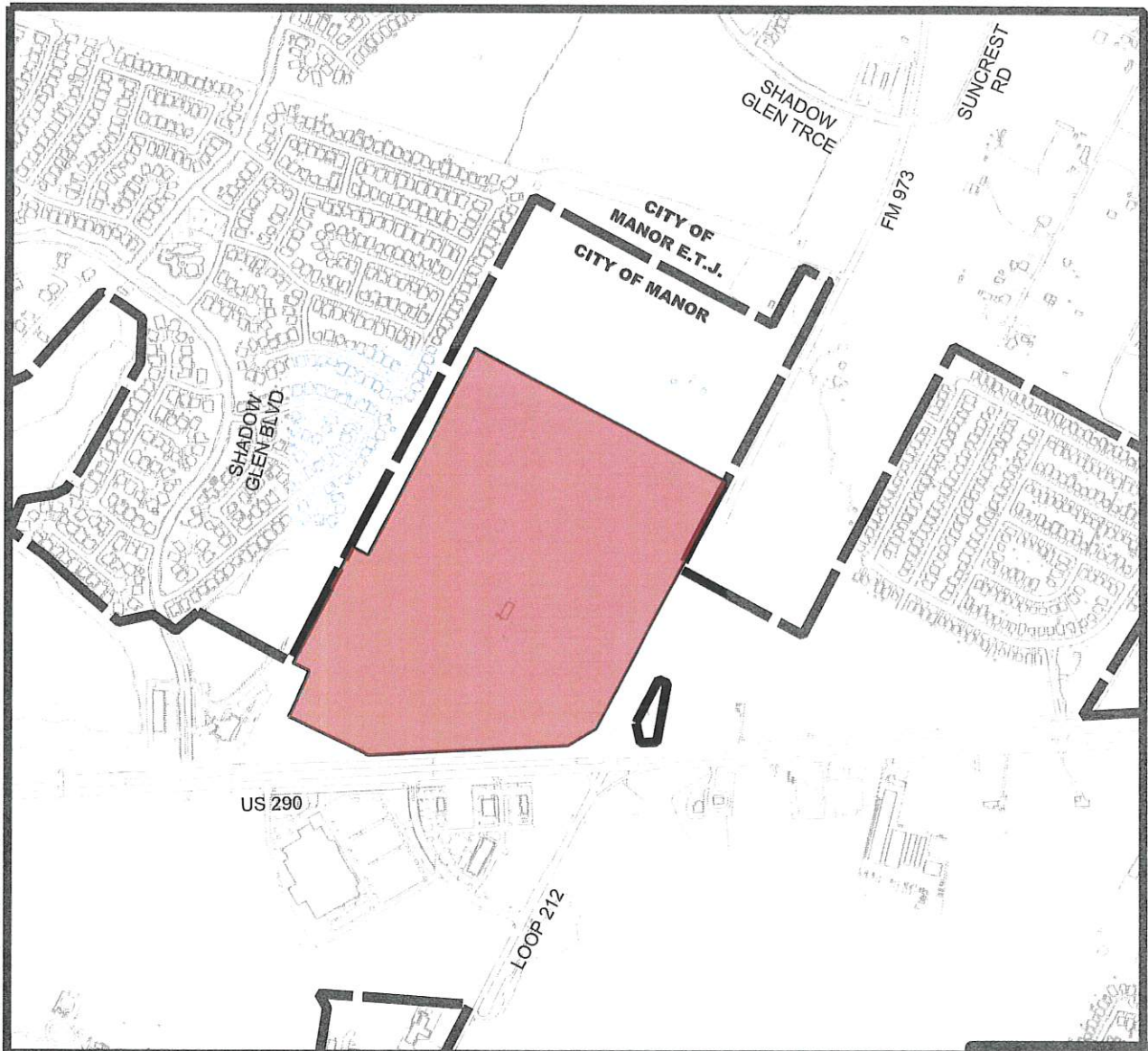
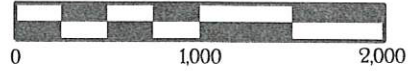


REQUESTED AREA TO BE TRANSFERRED  
FROM MANVILLE WSC (CCN NO. 11144)  
TO THE CITY OF MANOR (CCN NO. 10947)

EXISTING ROADS

EXISTING BUILDING

CITY LIMITS



**Exhibit  
A**

**LJA Engineering, Inc.**

7500 Rialto Boulevard  
Building II, Suite 100  
Austin, Texas 78735

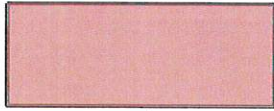


Phone 512.439.4700  
FRN-F-1386

**A512-1004 MANOR ISD UTILITY EXTENSION  
DETAILED MAP**



**LEGEND :**

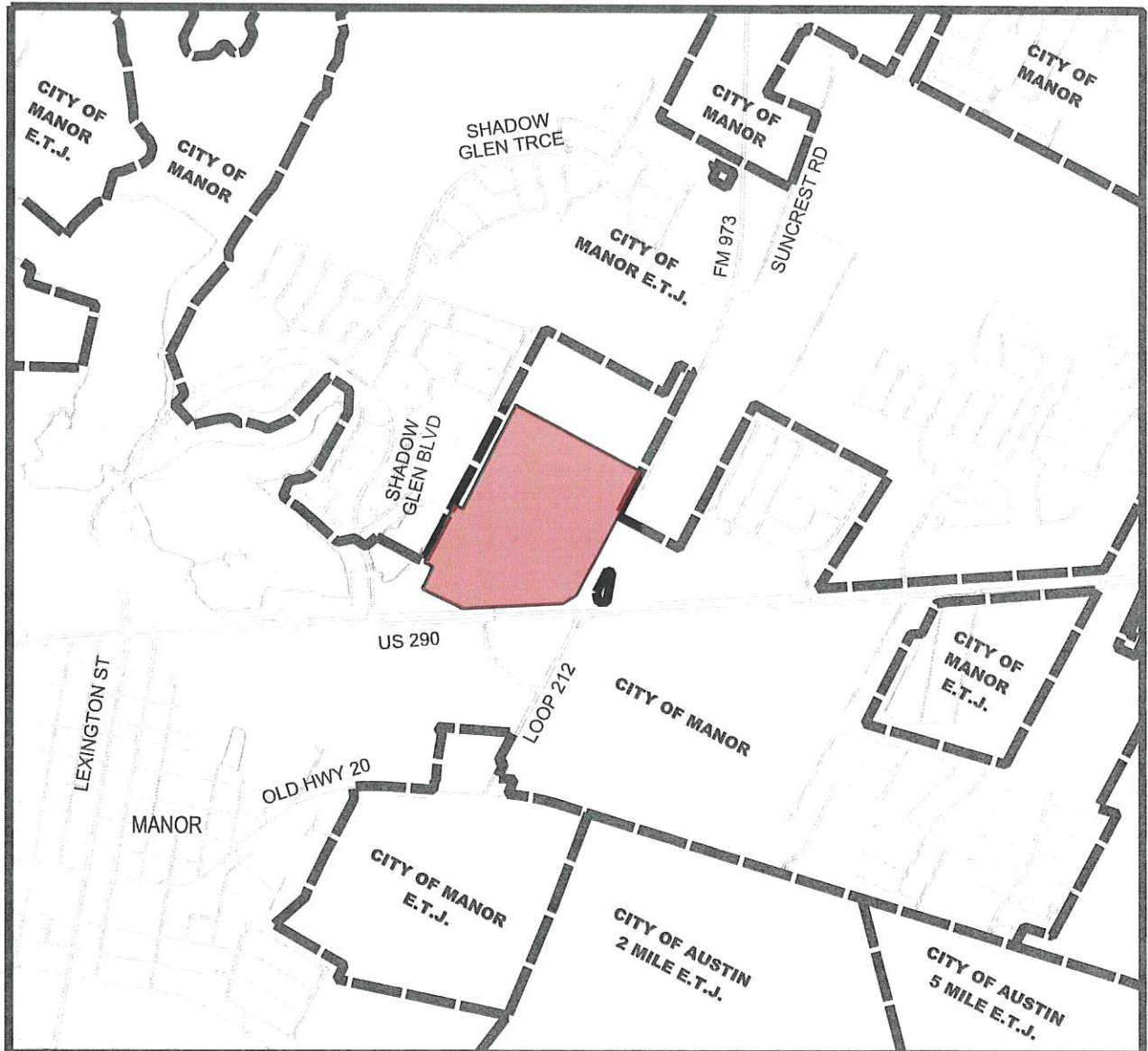
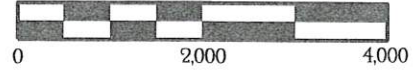
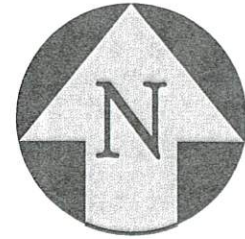


REQUESTED AREA TO BE TRANSFERRED  
FROM MANVILLE WSC (CCN NO. 11144)  
TO THE CITY OF MANOR (CCN NO. 10947)

EXISTING ROADS



CITY LIMITS



**Exhibit  
B**

**LJA Engineering, Inc.**

7500 Rialto Boulevard  
Building II, Suite 100  
Austin, Texas 78735



Phone 512.439.4700  
FRN-F-1386

**A512-1004 MANOR ISD UTILITY EXTENSION  
GENERAL LOCATION MAP**

## MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248  
Coupland, TX 78615

Toll Free (1-888) 856-2488 • (512) 856-2488  
Fax (1-888) 856-2242 • (512) 856-2029

### NOTICE OF PUBLIC MEETING

Notice is hereby given that the Manville Water Supply Corp. Board of Directors will meet for a regular monthly meeting at the Manville Water Supply office at 13805 South SH 95 in Coupland, Texas at 6:00 P.M. on Thursday, October 14, 2021.

1. Call Meeting to Order#
2. Approval of Minutes
3. Citizens Communication
4. Report on System Monitoring & Data Collection for recent Pressure Complaints and Additional Development concerns for the Coupland area – Erik Prinz
5. Manager's Report and Condition of System – Tony Graf  
Report on:
  - 36" transmission line easement acquisition status
  - Monthly System Activities
6. Brief Board on Recent Meetings and Committee Report(s)- No action, report only
7. Discuss and Take Action
  - a. Consider Request to Opt-Out of Manville CCN for Butler Family Partnership and the Manor ISD – Ken Ramirez & Destinee Gesing
  - b. Approve Bid and Consider Awarding Contract for Broad Street 8" Water Line replacement of 3" Asbestos Pipe
  - c. Consider Approval of Eight Point Ranch, CR 468 - 100 LUE's
  - d. Consider Approval of High Point Village, Phase 1 (Wolf Tract) - 120 LUE's
  - e. Consider Approval of SH 130/ Howard Lane - 747 LUE's
    - Northwest Tract – Light Industrial (108 LUE's)
    - Northeast Tract – Light Industrial (74 LUE's)
    - Southwest Tract - Multi Family/Mixed use (565 LUE's)
  - f. Consider Approval of Enfield, FM 973/Greg Lane – 387 LUE's
  - g. Consider Approval of Vault Manor Industrial Park, Old Kimbro Road – 18 LUE's
  - h. Discuss and Take Action Regarding New Development Requests in Type/Shiloh Pressure Plane due to Storage Pressure Capacity issues
  - i. Financial Report – Rexanne Pilkenton
    - Approve Balance Sheet and Income Statement
    - Discuss LUE and Committed Funds Report
  - j. Manville W.S.C. – Water Report, Rolling 12 Month Efficiency Report, Meters Set Report and Delinquent Accounts – Rexanne Pilkenton
8. Engineer's Report – Jerry Fontaine
  - a. Report on Construction Projects
9. Next Board Meeting – Wednesday, November 10, 2021
10. Adjourn

Tony Graf, General Manager, October 11, 2021

## MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248  
Coupland, TX 78615

Toll Free (1-888) 856-2488 • (512) 856-2488  
Fax (1-888) 856-2242 • (512) 856- 2029

A meeting of the Manville Water Supply Corporation was held October 14, 2021, at Manville's office in Coupland.

### Meeting Minutes

#### Board of Directors present:

Jack Atterstrom, President  
George Tolleson, Vice President  
Larry Hodde, Secretary  
Tracy Spellings, Treasurer  
Steve Mares  
Joe Coffey  
Marcus Gary  
Sam Jones  
Jeff Monzingo

#### Not Present:

#### Manville Representatives and Staff present:

Tony Graf, General Manager  
Rexanne Pilkenton, Assistant GM  
Erik Prinz, Director of Operations  
Karl Moeller, Attorney  
Jerry Fontaine - Engineer

#### Visitors:

Ken Ramirez, Attorney, Butler Family Partnership,  
Destinee Gesing, Manor ISD, Mario Casiano, CEL-  
SH 130/ Howard Lane

- 1
- 2 1. Call Meeting to Order
- 3 Jack Atterstrom, President, called the meeting to order at 6:03 p.m.
- 4 Jack welcomed Jeff Monzingo to the Board of Directors and thanked him for volunteering to serve.
- 5 2. Approval of Minutes
- 6 George Tolleson made a motion to approve the minutes as submitted to the Directors with a date of the meeting
- 7 correction. Tracy Spellings seconded the motion; motion carried.
- 8 3. Citizens Communication
- 9 None
- 10 4. Report on System Monitoring & Data Collection for recent Pressure Complaints and Additional Development
- 11 concerns for the Coupland area – Erik Prinz
- 12 Jack reported that he responded by email to each of the members the Board received complaints from.
- 13 Jacks' response to the members was that he too lives in the rural area of Coupland and shares their concerns about
- 14 growth and the strains on the water supply system. He added that he has been in contact with the staff regarding
- 15 the specific issues of pressure that were raised in the emails.
- 16 Jack stated to the members that their concerns will be discussed by the Board at the next scheduled meeting and
- 17 the Board will carefully review all new applications for service to ensure Manville has adequate capability to serve
- 18 any new development without adversely affecting service to the existing customers.
- 19 Jack added in his response that it is important to understand that Manville has no permitting authority or jurisdiction,
- 20 as that power resides with the County. A development does have to be platted and approved by the County before
- 21 service is provided by Manville. Manville has an obligation, under its charter, to serve all customers within
- 22 Manville's CCN, provided there is sufficient means and capacity. He noted they responded thanking the Board for
- 23 their consideration.
- 24
- 25 Erik presented to the Board an illustration of the area with a graph of the pressure logger's data in the area the Board
- 26 received complaints. These customers are served by the Coupland Plant and the data did indicate occasional drops
- 27 in the system pressure however all except one was well above TCEQ requirements of 35 psi. Pressure in this area
- 28 ranged from 90 psi to 29.2 psi. The logger data that dropped below 30 psi was due to a leak that was identified in
- 29 the system. Erik will continue to regularly monitor areas within the system to aid in identifying potential problem
- 30 areas and provide the information to Jerry. Erik stated that he and Jerry are working on identifying areas needing
- 31 additional line looping and upgrades to water lines in the rural portion of the system for 2022. It was noted that two
- 32 budgeted projects, Type elevated storage tank & Structure additional can pumps, is needed to provide additional



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3 development service added in the Type/Shiloh pressure plane. The Structure project is scheduled to be brought to  
4 the Board to award at the next meeting. The elevated storage tank at Type is pending land conveyance from the  
5 landowner and design of the tank by the tank builders, who are currently scheduled to meet mid-November. Jerry  
6 added an additional storage tank will be budgeted in 2022 for the Shiloh area.

7  
8 5. Manager's Report and Condition of System – Tony Graf

9 Report on:

10 • 36" transmission line easement acquisition status

11 Tony reported that EAS has obtained surveying permission for an additional 47 tracts since last months  
12 update. As of October 4<sup>th</sup> EAS has obtained surveying permission on a total of 78 tracts, 30 tracts remain  
13 to be contacted and 18 tracts are pending. Currently there are 4 tracts that have been listed as "denied".  
14 EAS has begun the beginning process of surveying by setting control in the area and boundary surveying  
15 will follow.

16 • Monthly System Activities

17 Tony reported that there is a leak on a 6" water line along Hwy 290 near Wilbarger Creek. Crews are  
18 unable to access the line, as the area is under water, due to recent flooding. An emergency connection is  
19 being established with Aqua, to restore service to those customers affected, until the line can be accessed  
20 for repair. Tony noted that Manville is still working on the land conveyance with John Lloyd for the SWWC  
21 interconnect and booster station. John is asking for a letter stating that Manville will serve the remaining  
22 phases of Eastwood. Karl spoke with John's attorney, Kevin Flahive, and explained that Manville is not  
23 able to make a formal commitment for the additional phases until a formal request is submitted, studied  
24 and Board approved. Karl composed a letter that was sent to Mr. Lloyd stating the above requirements.  
25 Tony noted that the HBO film crew is still on-site and should be finishing soon.

26 6. Brief Board on Recent Meetings and Committee Report(s)- No action, report only

27 Tony noted that a zoom meeting was held with Jim Carpenter and his representatives in regard to his proposed  
28 development, Emerald Island. Jim stated that the property was recently valued at \$250,000 per acre and he will  
29 request that the Board relinquish the Lawrence well, due to the sanitary easement, in exchange he is proposing to  
30 provide Manville with surface water from his development as a replacement for the well. Rexanne informed the  
31 group that Manville has groundwater sources and surface water would pose a problem due to treatment.

32 Tony stated that he, Rexanne & Erik discussed the option of additional water with SWWC staff. They would consider  
33 the request however improvements will be needed in that area, and they will want to amend the current non take or  
34 pay contract.

35 7. Discuss and Take Action

- 36 a. Consider Request to Opt-Out of Manville CCN for Butler Family Partnership and the Manor ISD  
37 – Ken Ramirez & Destinee Gesing

38 Marcus Gary made a motion to Approve the Request to Opt-Out of Manville's CCN for the Butler Family Partnership  
39 tract with compensation of \$2000 per acre (88.1 acres) and a 20' easement along the entire property frontage on FM  
40 973, to be determined by Manville, & to release the Manor ISD tract (approx. 40 acres) with no compensation.  
41 George Tolleson seconded the motion; motion carried.

- 42 b. Approve Bid and Consider Awarding Contract for Broad Street 8" Water Line replacement of 3"  
43 Asbestos Pipe

44 George Tolleson made a motion to Approve the Bid and Award the Contract for the Broad Street 8" Water Line  
45 replacement of 3" Asbestos Pipe to the low bidder, Whitney Underground, for \$268,420. Sam Jones seconded the  
46 motion; motion carried.

- 47 c. Consider Approval of Eight Point Ranch, CR 468 - 100 LUE's

48 Sam Jones made a motion to Approve Eight Point Ranch, CR 468 - 100 LUE's with the provision that service will  
49 not be provided until the proposed elevated storage tank at Type & additional can pumps at Structure are completed  
50 and in operation. Larry Hodde seconded the motion; motion carried.

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d. Consider Approval of High Point Village, Phase 1 (Wolf Tract) - 120 LUE's

Marcus Gary made a motion to Approve High Point Village, Phase 1 (Wolf Tract) - 120 LUE's with the provision that service will not be provided until the proposed SWWC interconnect project, Eastwood Booster station and 16" water line to tank site are completed and in operation. Larry Hodde seconded the motion; motion carried.

e. Consider Approval of SH 130/ Howard Lane - 747 LUE's  
Northwest Tract – Light Industrial (108 LUE's)  
Northeast Tract – Light Industrial (74 LUE's)  
Southwest Tract - Multi Family/Mixed use (565 LUE's)

Joe Coffey made a motion to Approve SH 130/ Howard Lane -Northwest Tract – Light Industrial (108 LUE's), Northeast Tract – Light Industrial (74 LUE's), & Southwest Tract - Multi Family/Mixed use (565 LUE's) for a total of 747 LUE's. Tracy Spellings seconded the motion; motion carried.

f. Consider Approval of Enfield, FM 973/Greg Lane – 387 LUE's

George Tolleson made a motion to Approve Enfield, FM 973/Greg Lane – 387 LUE's. Larry Hodde seconded the motion; motion carried.

g. Consider Approval of Vault Manor Industrial Park, Old Kimbro Road – 18 LUE's  
Tabled

George Tolleson made a motion to table Vault Manor Industrial Park, Old Kimbro Road – 18 LUE's. Larry Hodde seconded the motion; motion carried.

h. Discuss and Take Action Regarding New Development Requests in Type/Shiloh Pressure Plane due to Storage Pressure Capacity issues

Marcus Gary made a motion that New Development Requests in Type/Shiloh Pressure Plane will be accepted for considered with the provision that the proposed elevated storage tank at Type & additional can pumps at Structure are completed and in operation before service will be provided if approved. Sam Jones seconded the motion; motion carried.

i. Financial Report – Rexanne Pilkenton  
• Approve Balance Sheet and Income Statement  
• Discuss LUE and Committed Funds Report

Rexanne presented the above noted reports which were distributed to the Board.

Larry Hodde made a motion to accept the Financial Reports as presented. Marcus Gary seconded the motion; motion carried.

Jack set a committee that includes himself, George Tolleson, Sam Jones and Marcus Gary to determine Tariff revisions, that will include a term for LUE fees, to present to the Board for approval.

j. Manville W.S.C. – Water Report, Rolling 12 Month Efficiency Report, Meters Set Report and Delinquent Accounts – Rexanne Pilkenton

Rexanne presented the above noted reports which were distributed to the Board.

8. Engineer's Report – Jerry Fontaine

a. Report on Construction Projects

Jerry reported that: a) the well drilling contract for the test well in Lee County has been signed and a pre-construction meeting is scheduled, b) the booster pumps at the Gregg Lane plant & the SE Loop 16" water line project both should be completed in the next 60 days, c) The contractor for Gregg Manor Phase 1 has started clearing the easement ROW, & d) SWWC interconnect plans are pending approval by SWWC to open bids and is contingent on the property dedication by John Lloyd.

9. Next Board Meeting – Wednesday, November 10, 2021

10. Adjourn

Larry Hodde made a motion the meeting adjourn. Marcus Gary seconded the motion, meeting adjourned.

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §


**AFFIDAVIT OF TONY GRAF**

1. My name is Tony Graf. I am the General Manager of the Manville Water Supply Corporation ("Manville"). I am over the age of 18 years and reside in Williamson County, Texas. I am of sound mind, have never been convicted of a felony or other crime involving moral turpitude, and fully competent to make this affidavit. I have personal knowledge of the facts stated herein, and they are true and correct.
2. During a public meeting held on October 14, 2021, the Manville Board of Directors approved negotiation and execution of a Water Service Area Transfer Agreement ("Service Area Contract") between Manville the City of Manor, Texas ("the City") to be established pursuant to Texas Water Code § 13.248 and 16 Texas Administrative Code § 24.253, transferring a total of 88.1 acres of land ("Transfer Area") from Creedmoor's water CCN No. 11144 to the City's water CCN No. 10947.
3. No existing customers or facilities are being transferred as part of the Service Area Contract.
4. The Transfer Area identified in the Service Area Contract is the same property that is the subject of the "Petition of Manville Water Supply Corporation and the City of Manor for Approval of a Service Area Contract under Texas Water Code § 13.248 and to Amend Certificates of Convenience and Necessity in Travis County," filed with the Public Utility Commission of Texas of which this Affidavit is part ("Petition").

**Exhibit  
E**

**Acknowledgment**

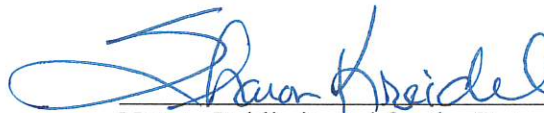
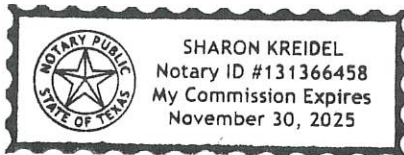
I declare under penalty of perjury that the foregoing is true and correct. Affiant further sayeth not.



\_\_\_\_\_  
TONY GRAF, GENERAL MANAGER  
MANVILLE WATER SUPPLY CORPORATION

BEFORE ME, the undersigned authority, on this day personally appeared Tony Graf, as the General Manager of Manville Water Supply Corporation, known to me to be the person whose name is subscribed on this document and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated and he is authorized to do so.

Given under my hand and seal of office this 7<sup>th</sup> day of November, 2022.



\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: 11-30-2025