

RESOLUTION NO. 2022-07

A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 11.408 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

Tract One:

Being 2.00 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, said 2.00 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract Two:

Being 9.408 acres of land out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, said 9.408 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of April 6, 2022. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit "A" shall control.

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

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

PASSED AND APPROVED this the 6th day of April 2022.

CITY OF MANOR, TEXAS:

Dr. Christopher Harvey, Mayor

ATTEST:

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

Exhibit "A"
Subject Property Description
+/- 11.408 Acres

FIELD NOTES

Being 2.00 acres of land out of the A. C. Caldwell Survey No. 52. Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, as shown on accompanying survey plat, and being more particularly described as follows:

Commencing for reference at a 1/2" iron pipe found in the south line of U. S. Highway 290 (240' R.O.W.) at the northeast corner of said 159.96 acre tract.

THENCE, with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 214.75', to a concrete monument found.

THENCE, continuing with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 857.87', to a 1/2" iron pin set for the true PLACE OF BEGINNING of this tract.

THENCE, through the interior of said 159.96 acre tract, S 25°14'00" W, 604.62', to a 1/2" iron pin set at an interior ell corner in this tract.

THENCE, S 64°46'00" E, 190.14', to a 1/2" iron pin set for a corner.

THENCE, S 25°14'00" W, 207.29', to a 1/2" iron pin set for a corner.

THENCE, N 64°46'00" W, 250.14', to a 1/2" iron pin set for a corner.

THENCE, N 25°14'00" E, 778.28', to a 1/2" iron pin set in the south line of U. S. Highway 290 and the north line of said 159.96 acre tract.

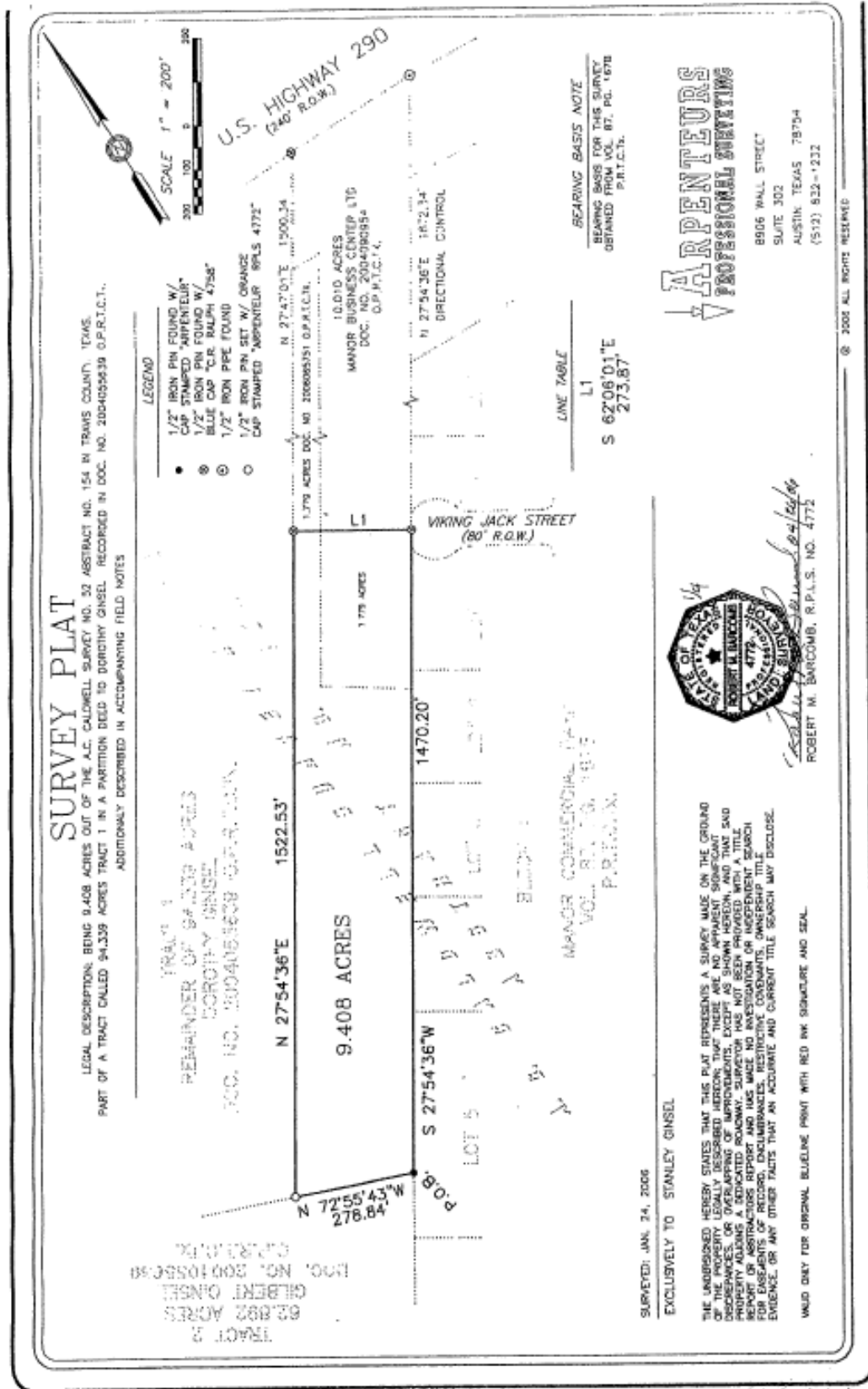
THENCE, with the south line of said U. S. Highway 290 and the north line of said 159.96 acre tract, N 85°57'54" E, 68.78', to the PLACE OF BEGINNING and containing 2.00 acres of land, more or less.

Prepared from a survey made on the ground on May 2, 1996, by:
Arpentours Professional Surveying
8101 Cameron Road, Suite 108
Austin, Texas 78754
(512) 832-1232



Robert M. Barcomb
Robert M. Barcomb
R.P.L.S. No. 4772

Tract Two



FIELD NOTES

Being 9.408 acres of land out of the A. C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, as shown on accompanying survey plat and being more particularly described as follows: (Bearing basis for this survey obtained from Volume 87, Page 167B, Plat Records, Travis County, Texas.)

BEGINNING at a 1/4" iron pin found with orange cap stamped "ARPENTEUR RPLS 4772" (set in August 2003), in the west line of Manor Commercial Park, a subdivision of record in Volume 87, Page 167B, Plat Records, Travis County, Texas, at the northeast corner of a tract called 62.892 acres, "Tract 2", in said Partition Deed, and the southeast corner of said 94.339 acre tract, for the southeast corner of this tract.

THENCE, with the north line of said 62.892 acre tract, the south line of said 94.339 acre tract, and the south line of this tract, N 72°55'43" W, 278.84', to a 1/4" iron pin set with orange cap stamped "ARPENTEUR RPLS 4772", for the southwest corner of this tract.

THENCE, through the interior of said 94.339 acre tract, with the west line of this tract, N 27°54'36" E, 1522.53', to a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", at the southwest corner of a tract called 1.779 acres in a document recorded in Document No. 2006065751, Official Public Records, Travis County, Texas, for the northwest corner of this tract, from said point, a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", in the south line of U. S. Highway 290 (240' R.O.W.), at the northwest corner of said 1.779 acre tract, bears, N 27°47'01" E, 1500.34'.

THENCE, with the south line of said 1.779 acre tract and through the interior of a tract called 10.010 acres in a deed to Manor Business Center, Ltd., recorded in Document No. 2004090959, Official Public Records, Travis County, Texas, S 62° 06'01" E, 273.87', to a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", in the west line of said Manor Commercial Park, the west line of Viking Jack Street (80' R.O.W.), and the east line of said 94.339 acre tract, for the northeast corner of this tract, from said point, a 1/4" iron pipe found in the south line of U. S. Highway 290, at the northwest corner of said subdivision and the northeast corner of said 10.010 acre tract, bears, N 27°54'36" E, said course constitutes directional control for this survey, 1672.34'.

THENCE, with the west line of said subdivision, the east line of said 94.339 acre tract, and the east line of this tract, S 27°54'36" W, 1470.20', to the **PLACE OF BEGINNING** and containing 9.408 acres of land, more or less.

Prepared from a survey made on the ground in January, 2006, by:
 Arpentours Professional Surveying
 8906 Wall Street, Suite 302
 Austin, Texas 78754
 (512) 832-1232
 © 2006 All Rights Reserved



Exhibit "B"
Agreement Regarding Post-Annexation Provision of Services
For Property to be Annexed into the City of Manor

**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 Manor 290 Oz Real Estate, LP (“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:

By: _____

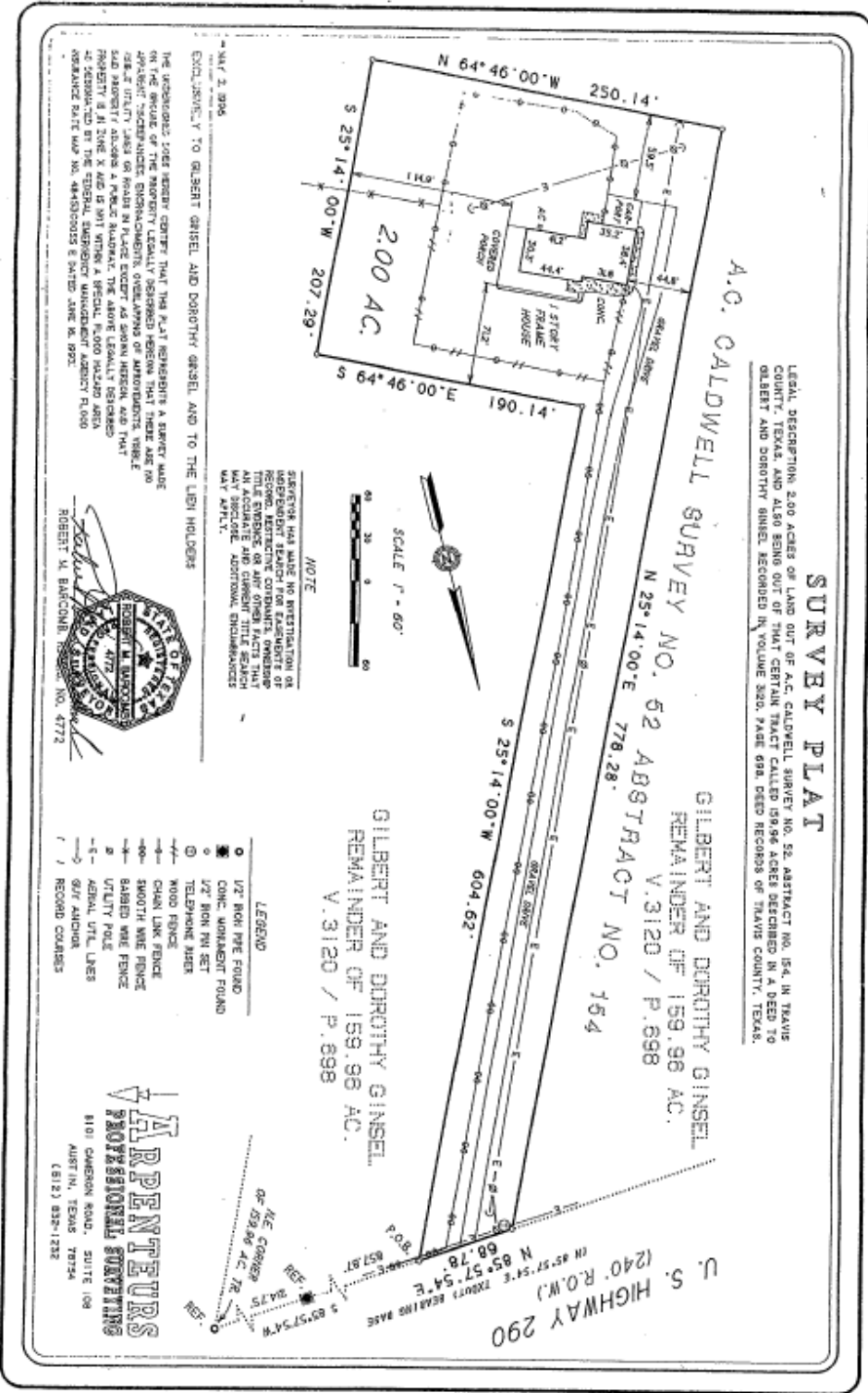
Name (print): _____

Title: _____

Date: _____

Subject Property Description

Tract One



LEGAL DESCRIPTION 2.00 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND ALSO BEING OUT OF THAT CERTAIN TRACT CALLED 159.98 ACRES DESCRIBED IN A DEED TO GILBERT AND DOROTHY GINSEL, RECORDED IN VOLUME 320, PAGE 698, DEED RECORDS OF TRAVIS COUNTY, TEXAS.

SURVEY PLAT

A.C. CALDWELL SURVEY NO. 52 ABSTRACT NO. 154
 GILBERT AND DOROTHY GINSEL
 REMAINDER OF 159.98 AC.
 V. 3120 / P. 698
 N 25° 14' 00" E 778.28'
 S 25° 14' 00" W 604.62'
 U. S. HIGHWAY 290
 (IN 85° 57' 54" E TRIBUTY BEARING BASE
 1240' R.O.W.)
 N 85° 57' 54" E 68.78'
 68.78'



NOTE
 SURVEYOR HAS MADE NO INVESTIGATION OR RESEARCH FOR EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS IN THE TRACT OR ANY PART THEREOF. THE SURVEYOR HAS MADE NO INVESTIGATION OR RESEARCH FOR EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS IN THE TRACT OR ANY PART THEREOF. THE SURVEYOR HAS MADE NO INVESTIGATION OR RESEARCH FOR EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS IN THE TRACT OR ANY PART THEREOF.

ROBERT M. BARCOHN
 SURVEYOR
 NO. 4772

- LEGEND
- 1/2" RAIL PIPE FOUND
 - CONC. WORKMAN FOUND
 - 1/2" RAIL PIPE SET
 - TELEPHONE MARK
 - WOOD FENCE
 - CHAIN LINK FENCE
 - SMOOTH WIRE FENCE
 - BARBED WIRE FENCE
 - UTILITY POLE
 - AERIAL UTL. LINES
 - 9/8" ANCHOR
 - RECORD CORNERS

ARPENTERS
 PROFESSIONAL SURVEYING
 8101 CAMERON ROAD, SUITE 100
 AUSTIN, TEXAS 78754
 (812) 832-1232

CALL FOR 424

F I E L D N O T E S

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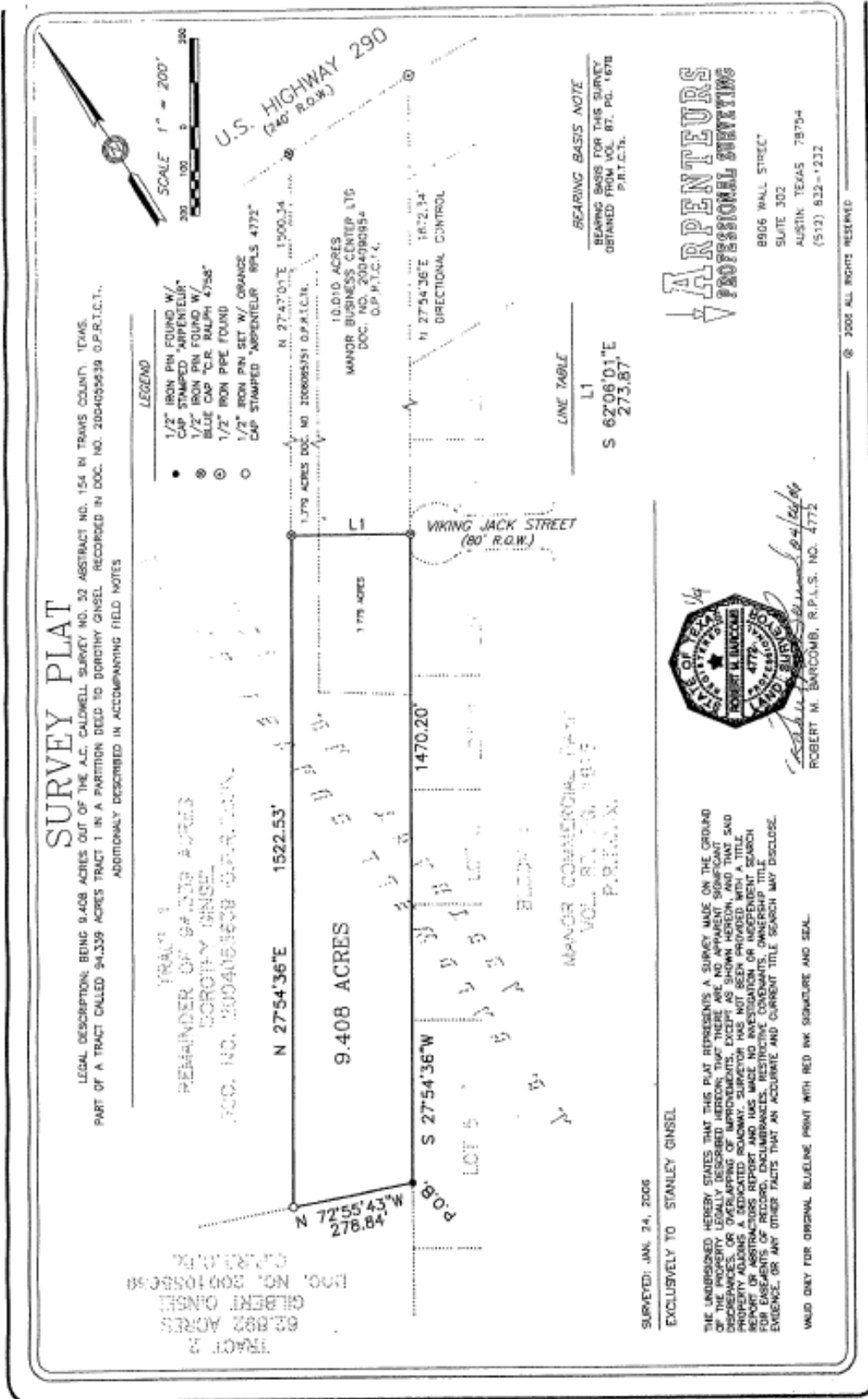
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Robert M. Barcomb
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Tract Two



FIELD NOTES

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