



Dr. Larry Wallace Jr., Mayor  
Deja Hill, Place 5, Mayor Pro Tem  
Emily Hill, Place 1  
Maria Amezcua, Place 2  
Dr. Christopher Harvey, Place 3  
Danny Scarbrough, Place 4  
Vacant, Place 6

**CITY COUNCIL  
CALLED SPECIAL SESSION  
AGENDA**

**Via Telephone/Video Conference**

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Thursday, July 2, 2020

7:30 p.m.

Manor City Hall – Council Chambers  
105 E. Eggleston Street  
*(A Zoom Meeting will be held for this meeting)*

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**Due to the closing of all city facilities, the City Council Called Special Session will only be open to the public via remote access. This is pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings that assemble large groups of people.**

**This meeting will be live streamed on Facebook live.**

**You can access the meeting at <https://www.facebook.com/cityofmanor/>**

**Instructions for Public Speaking:**

- Members of the public that wish to speak during public comments, public hearing or an agenda item will need to register in advance by visiting [www.cityofmanor.org](http://www.cityofmanor.org) where a registration link will be posted on the calendar entry for each public meeting. You will register by filling in the speaker card available for that specific meeting and submitting it to [publiccomments@cityofmanor.org](mailto:publiccomments@cityofmanor.org). Once registered, instructions will be emailed to you on how to join the videoconference by calling in. Your Speaker Card must be received two (2) hours prior to scheduled meeting.

**Upon receiving instructions to join zoom meeting the following rules will apply:**

- All speakers must address their comments to the Mayor rather than to individual Council Members or city staff. Speakers should speak clearly into their device and state their name and address prior to beginning their remarks. Speakers will be allowed three (3) minutes for testimony. Speakers making personal, impertinent, profane or slanderous remarks may be removed from the meeting.

## CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

## PLEDGE OF ALLEGIANCE

## PUBLIC COMMENTS

Comments will be taken from the audience participating in zoom meeting 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 register and submit the speaker card following the instructions for public speaking above.

**No Action May be Taken by the City Council During Public Comments**

## 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.

1. Consideration, discussion, and possible action to approve the City Council Minutes of the June 17, 2020, Regular Meeting. Lluvia T. Almaraz, City Secretary

## REGULAR AGENDA

2. Consideration, discussion, and possible action on the Second Amendment to Development Agreement for the Shadowglen Subdivision. Thomas Bolt, City Manager
3. Consideration, discussion, and possible action on a Partial Assignment and Assumption of Development Agreement with Shadowglen. Thomas Bolt, City Manager
4. Consideration, discussion and possible action on the designation of City of Manor's Local Rabies Control Authority, as required by the Texas Department of State Health Services. Ryan Phipps, Chief of Police
5. Consideration, discussion, and possible action to make Juneteenth an official City of Manor Holiday. Thomas Bolt, 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 Consultation with Attorney and Section 551.087 Deliberations regarding Economic Development Negotiations – Rose Hill Public Improvement District.*

## OPEN SESSION

The City Council will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action 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: Monday, June 29, 2020, by 5:00 p.m. 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 [amaraz@cityofmanor.org](mailto:amaraz@cityofmanor.org)*



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** July 2, 2020

**PREPARED BY:** Lluvia T. Almaraz, City Secretary

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the City Council Minutes of the June 17, 2020, Regular Meeting.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

June 17, 2020, Regular Meeting Minutes

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the City Council Minutes of the June 17, 2020, Regular Meeting.

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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**CITY COUNCIL  
REGULAR SESSION MINUTES  
JUNE 17, 2020**

**PRESENT:**

Dr. Larry Wallace Jr., Mayor

**COUNCIL MEMBERS:**

Emily Hill, Place 1  
Maria Amezcua, Place 2  
Dr. Christopher Harvey, Place 3  
Danny Scarbrough, Place 4  
Deja Hill, Mayor Pro Tem, Place 5  
Vacant, Place 6

**CITY STAFF:**

Thomas Bolt, City Manager  
Lluvia T. Almaraz, City Secretary  
Lydia Collins, Director of Finance  
Ryan Phipps, Chief of Police  
Debbie Charbonneau, Community Development Manager  
Tracey Vasquez, HR Manager  
Denver Collins, Captain  
James Allen, Lieutenant

**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 Wallace Jr. at 7:01 p.m. on Wednesday, June 17, 2020.

**PLEDGE OF ALLEGIANCE**

Mayor Wallace Jr. led the Pledge of Allegiance.

## **PRESENTATION**

Debbie Charbonneau, Community Development Manager presented the attached PowerPoint Presentation regarding Leadership Manor.

The discussion was held regarding the following topics:

- Essential Roles of Manor's Governmental
- Education
- Economic
- Cultural Organizations
- Class Schedule for 2020-2021
- Participants Commitment
- Tuition and Application for the Program

## **PUBLIC COMMENTS**

Dr. Larry Wallace Jr., 14505 Esker Road, Manor, Texas, spoke before City Council regarding the two (2) incidents involving Manor Police. He expressed his gratitude to the Manor Police Department for handling a fatal tragedy of a Manor resident. He briefly shared his personal experience as a black American in the armed forces and as a resident of Manor. Mayor Wallace Jr. closed by saying that the Manor Police Department stood up for the right thing and assisted someone that lost their life and that what mattered on this day.

No one else appeared to speak at this time.

## **CONSENT AGENDA**

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the June 3, 2020, Regular Meeting.**
- 2. Consideration, discussion, and possible action on the acceptance of the May 2020 Departmental Reports:**
  - **Police – Ryan Phipps, Chief of Police**
  - **Development Services – Scott Dunlop, Asst. Dev. Services Director**
  - **Community Development – Debbie Charbonneau, Community Development Manager**
  - **Municipal Court – Sarah Friberg, Court Clerk**
  - **Public Works – Michael Tuley, Director of Public Works**
  - **Finance – Lydia Collins, Director of Finance**

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to approve and adopt all items on the Consent Agenda.

Mayor Wallace Jr. open the floor for any questions to the motion.

The discussion was held regarding the Police Department Reports for the following:

- Animal Control Activity
- Public Records
- Fiscal Year Data Report
- Racial Profiling Report
- Subdivisions Data Report

The discussion was held regarding the Police Department's communication with the community.

The discussion was held regarding the volume of domestic violence cases due to COVID-19.

Mayor Wallace Jr. requested for City staff to coordinate an information session between the Manor Police Department and other law enforcement entities.

There was no further discussion.

**Motion to approve carried 6-0**

## **REGULAR AGENDA**

### **3. Consideration, discussion, and possible action on the 2020 Annual Service and Assessment Plan Update for Lagos Public Improvement District.**

The City staff recommended that the City Council approve the 2020 Annual Service and Assessment Plan Update for Lagos Public Improvement District.

Lydia Collins, Director of Finance was available to address any questions posed by the City Council.

City Manager Bolt discussed the 2020 Annual Service and Assessment Plan Update for Lagos Public Improvement District.

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to approve the 2020 Annual Service and Assessment Plan Update for Lagos Public Improvement District.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

**Motion to approve carried 6-0**

**4. Consideration, discussion, and possible action on an award of a lease agreement for Manor Police vehicles.**

The City staff recommended that the City Council award the lease agreement for Manor Police vehicles to Frost Bank; and approve as to form allowing the City Attorney to finalize and authorize the City Manager to execute the final agreement.

Director of Finance Collins discussed the lease agreement for Manor Police vehicles.

**MOTION:** Upon a motion made by Council Member Scarbrough and seconded by Council Member Amezcua, to award the lease agreement for Manor Police vehicles to Frost Bank; and approve as to form allowing the City Attorney to finalize and authorize the City Manager to execute the final agreement.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

**Motion to approve carried 6-0**

**5. Consideration, discussion, and possible action on an Interlocal Agreement with Travis County to submit for COVID-19 CARES Act reimbursement.**

The City staff recommended that the City Council approve as to form allowing the City Attorney to finalize and authorize the City Manager to execute the final agreement.

Director of Finance Collins discussed the Interlocal Agreement with Travis County regarding COVID-19 CARES Act.

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to approve as to form allowing the City Attorney to finalize and authorize the City Manager to execute the final agreement.

The discussion was held regarding the distribution of a portion of Travis County's CARES Act funds by providing funds to the city for certain activities authorized in the Treasury Coronavirus Relief Fund (CRF).

The discussion was held regarding the CARES Act reimbursement criteria for cities.

The discussion was held regarding the provision of economic support in connection with COVID-19.

The discussion was held regarding the City's obligation relating to its use of the CRF Funding.



Mayor Wallace Jr. clarified that if the grant was funded and not used, the City's obligation would be to return all funds back to the County.

The discussion was held regarding transparency to avoid duplication funding.

The discussion was held regarding the reimbursement for remainder of eighty percent (80%) of the CRF funding through October 31, 2020.

**Motion to approve carried 6-0**

**6. Consideration, discussion, and possible action on a temporary Bocce Ball Court Fee.**

The City staff recommended that the City Council approve a temporary Bocce Ball Court rental fee of \$25.00 per league time.

City Manager Bolt discussed the temporary Bocce Ball Court proposed rental fee of \$25.00 per league time. He discussed the leagues that were interested in the Manor Bocce Courts.

**MOTION:** Upon a motion made by Council Member Scarbrough and seconded by Council Member Amezcua, to approve a temporary Bocce Ball Court rental fee of \$25.00 per league time.

Mayor Wallace Jr. open the floor for any questions to the motion.

The discussion was held regarding the cost of the Bocce Ball Courts.

The discussion was held regarding the interested leagues for Bocce Ball Courts.

The discussion was held regarding the handicap access issues on the Bocce Courts.

Council Member Dr. Harvey discussed other courts that are needed in the Parks for the youth. He stated he would rather look into other proposals or grants that the city could benefit from for the development of other park courts.

Mayor Pro Tem Deja Hill inquired about the temporary usage fee for the Bocce Court. She recommended for the temporary fee of \$25.00 for the month of July only.

City Manager Bolt stated the leagues would probably take longer to organize and recommended to extend the month to September.

There was no further discussion.

**Motion to approve failed 3-3** (Council Member Dr. Harvey, Council Member Emily Hill and Mayor Pro Tem Deja Hill voted against)

## CITY MANAGER'S REPORTS

At the direction of City Manager Bolt, Director of Finance Collins and Chief of Police Phipps discussed the following:

- St. David's Grant

Director of Finance Collins discussed the St. David's Grant for the City of Manor.

- Law Enforcement Committee

Chief of Police Phipps asked Mayor Wallace for clarification regarding the members of the Committee. Mayor Wallace stated members of the Committee were Council Member Hill, Council Member Amezcua, City Manager, Chief of Police and the Mayor.

Chief of Police Phipps discussed in detail the two (2) incidents that had occurred earlier on this day.

- Emergency Management Committee

Chief of Police Phipps discussed the updates of the Emergency Management Committee meetings.

## MAYOR'S REPORT

- Economic Development Committee

Mayor Wallace Jr. discussed the updates of the Economic Development Committee first meeting and future topics.

Mayor Wallace Jr. adjourned the regular session of the Manor City Council into Executive Session at 9:10 p.m. Wednesday, June 17, 2020, in accordance with the requirements of the Open Meetings Law.

## EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 Personnel Matters – Salaries* at 9:10 p.m., on Wednesday, June 17, 2020.

The Executive Session was adjourned at 9:34 p.m. on Wednesday, June 17, 2020.

## 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 9:34 p.m. on Wednesday, June 17, 2020.

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

There was no action taken.

## **ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 9:35 p.m. on Wednesday, June 17, 2020.

These minutes approved by the Manor City Council on the 1<sup>st</sup> day of July 2020.

## **APPROVED:**

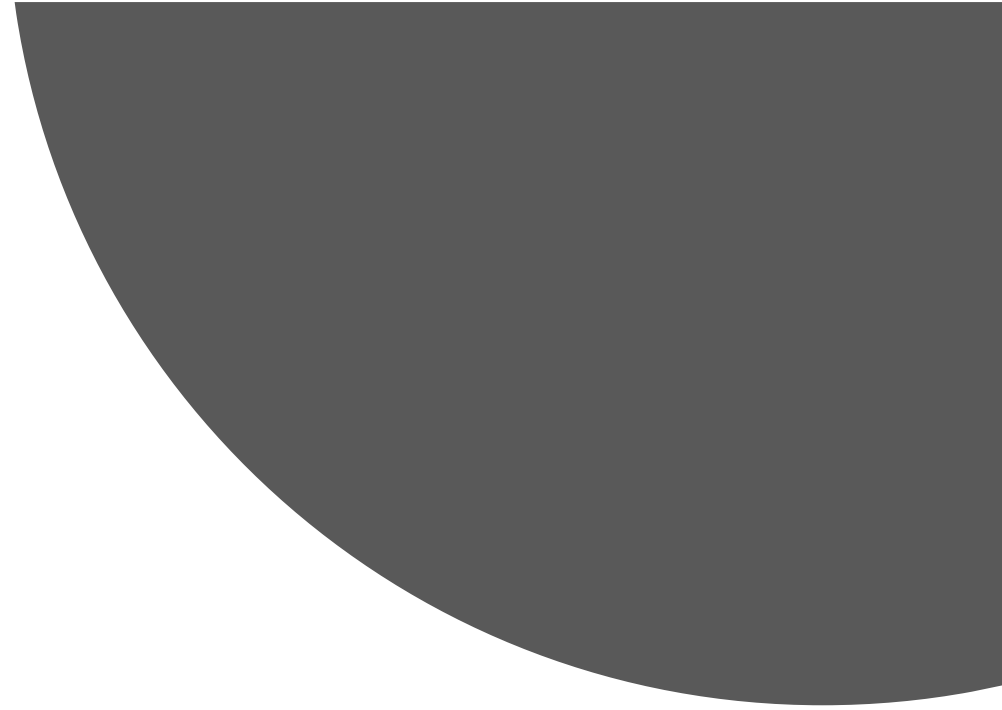
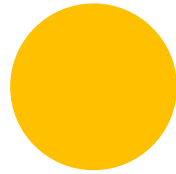
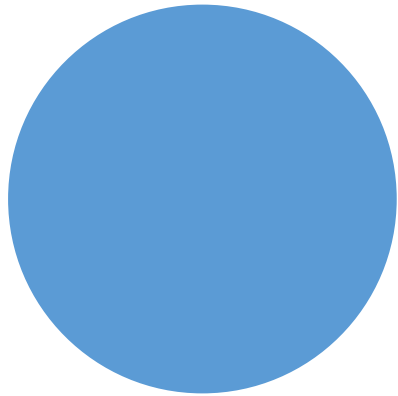
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Dr. Larry Wallace Jr.  
Mayor

## **ATTEST:**

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Lluvia T. Almaraz, TRMC  
City Secretary



# LEADERSHIP MANOR

Debbie Charbonneau  
Community  
Development Manager

# WHAT IS LEADERSHIP MANOR?



- Leadership Manor is a program which identifies and develops talented and committed citizens who aspire to provide leadership in Manor's business and community activities. Leadership Manor develops leaders by providing quality, relevant leadership skills training to match the dynamic needs of the community.



- It explains the essential roles of Manor's governmental, education, economic, and cultural organizations and encourages participants to explore options for personal involvement and relationship building.

It creates opportunities for participants to form effective relationships with current, past and future leaders in the community. Finally, it facilitates the appointment of graduates to leadership roles within the City of Manor and other community organizations.



# CLASS SCHEDULE 2020 - 2021

- |               |                                                          |         |                                        |
|---------------|----------------------------------------------------------|---------|----------------------------------------|
| • August 8    | Orientation – City Hall                                  | • March | State Government                       |
| • September 9 | City Government – City Hall                              | • April | Education – Manor ISD                  |
| • October 14  | Medical – Baylor Scott & White                           | • May   | Class Presentations & Graduation - TBA |
| • November 18 | Development Services & Community Development – City Hall |         |                                        |
| • December 9  | History & Arts – City Hall                               |         |                                        |
| • January 13  | Travis County                                            |         |                                        |
| • February 10 | Ft. Hood                                                 |         |                                        |

## PARTICIPANTS COMMITMENT

- The participants will sign a statement that they have reviewed the program schedule and cleared their calendar to participate in the Leadership Manor Program. They also commit to attending the orientation, all regular sessions, additional events, monthly interviews, and the graduation celebration.
- If selected, they will devote the time and resources necessary to complete the program. Even though emergencies to arise, any participant missing more than eight hours, for whatever reason, may be asked to withdraw from the program.



# TUITION AND APPLICATION FOR THE PROGRAM

- The program is open to everyone who either lives or works in Manor.
- Tuition is \$250.00 and must be paid for upon acceptance and is non-refundable.
- Participants must be 21 years of age or older.
- Applications must be filled out and return to the Community Development Department before the deadline.
- The tuition pays for the participants polo shirt, notebook, monthly lunches and transportation.
- Class size is limited to 20 participants.
- Applications are due by August 1, 2020.
- Class times are 8:00 a.m. – 5:00 p.m. Class times are subject to change.
- Return Application to Debbie Charbonneau, Community Development Manager for the City of Manor.  
dcharbonneau@cityofmanor.org



QUESTIONS?



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 2, 2020

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Second Amendment to Development Agreement for the Shadowglen Subdivision.

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### BACKGROUND/SUMMARY:

The developer requested an extension of the terms of the agreement from January 10, 2021 to January 10, 2032. In exchange for extending the term, assurances for the Misty Grove Boulevard bridge construction were added and a schedule for trails construction was added. The bridge will be required to be constructed before the acceptance of any of sections 3-6 and the trails will be constructed prior to the acceptance of the section they are shown to be constructed with.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Development Agreement

Bridge Exhibit

Trails Exhibit

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the Second Amendment to Development Agreement for the Shadowglen Subdivision with revisions.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

STATE OF TEXAS           §  
                                          §  
COUNTY OF TRAVIS       §

**SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT FOR  
THE SHADOWGLEN SUBDIVISION**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE SHADOWGLEN SUBDIVISION** (this “Amendment”) is dated effective this \_\_\_\_ day of \_\_\_\_\_, 2020 and is entered into between THE CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation (“City”); ~~;~~ COTTONWOOD HOLDINGS LTD., a Texas limited partnership (“Cottonwood”); SG LAND HOLDINGS LLC, a Delaware limited liability company (“SGLH”); TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code, (“Travis County MUD No. 2”); WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 1, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Wilbarger Creek MUD No. 1”); and WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 2, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Wilbarger Creek MUD No. 2”); ~~and SG LAND HOLDINGS LLC, a Delaware limited liability company (“SGLH”)~~ (collectively, the “Owner”). ~~The City and the Owner are sometimes referred to herein as the “Parties.” ShadowGlen and Cottonwood No. 2”). The City, Cottonwood, SGLH, Travis County MUD No. 2, Wilbarger Creek MUD No. 1, and Wilbarger Creek MUD No. 2 are referred to collectively herein as the “Parties”, and Cottonwood and SGLH are jointly referred to herein as the “Developer.”~~

**RECITALS:**

A. The City, Cottonwood, 2010 SHADOWGLEN, LLC, a Texas limited liability company (“2010 ShadowGlen”), Travis County MUD No. 2, Wilbarger Creek MUD No. 1, and Wilbarger Creek MUD No. 2, previously entered into that certain Development Agreement for the ShadowGlen Subdivision (the “Development Agreement”) dated effective January 10, 2011 (as between the City and the Developer) and a Memorandum of Agreement was recorded as Document No. 2012158027 in the Official Public Records of Travis County, Texas, for that certain Property (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Development Agreement.

~~B. The Development Agreement was amended by that certain First Amendment to the Development Agreement for the Shadowglen Subdivision dated effective March 4, 2020 executed by the Parties.~~

~~C.B.~~ Pursuant to that certain Assignment and Assumption of Development Agreement dated December 21, 2012, 2010 ShadowGlen assigned its interest in the Development Agreement to SGLH (the “SGLH Assignment”).

~~D.C.~~ Pursuant to that certain Addendum to Development Agreement for the ShadowGlen Subdivision dated May 21, 2014 by and between the City and Cottonwood (the “ROW Addendum”), the Development Agreement was supplemented to provide for certain provisions

related to the dedication of right-of-way and construction of an extension of Hill Lane to Lexington Street.

~~E.D.~~ Pursuant to that certain Addendum to Development Agreement for the ShadowGlen Subdivision (Phase 3 Property) dated March 7, 2018 by and between the City and SGLH and recorded as Document No. 2018046212 in the Official Public Records of Travis County, Texas (the “Phase 3 Addendum”), the Development Agreement was modified to amend certain development and parkland dedication requirements with respect to the “Phase 3 Property”, as defined in the Phase 3 Addendum, and to update the Approved Land Use Chart accordingly.

E. The Development Agreement was subsequently amended by that certain First Amendment to the Development Agreement for the ShadowGlen Subdivision dated effective March 4, 2020 and executed by the Parties (the “First Amendment”). The Development Agreement, ~~as amended by the First Amendment and this Amendment and~~ as assigned and modified by the SGLH Assignment, the ROW Addendum, ~~and the Phase 3 Addendum,~~ and the First Amendment, is referred to in this Amendment as the “Agreement”.

F. The Parties now desire to modify and amend the Agreement to extend the Term of the Agreement, among other things, as more particularly set forth in this Amendment.

#### **AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ~~City and Owner~~ the Parties hereby agree as follows:

1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.

2) Capitalized Terms. All capitalized terms in this Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3) Extension of Term. Notwithstanding the provisions contained in the first sentence of Section 1.06 of the Agreement, the Parties hereby acknowledge and agree that the Term, solely as it applies between the City and Developer (and ~~its permitted successors and assigns~~), ~~and City and SGLH (and its~~ their respective permitted successors and assigns), shall be extended until January 10, 2032.

4) Bridge Construction. The following shall be added as a new Article 24 of the Agreement:

#### **“Article 24 Bridge”**

SGLH (or its permitted successors and assigns) as The Owner-owner of the Phase 3 Property shall, at its sole cost and expense, prepare design drawings and specifications for the Bridge (herein so called) and Associate Collector (herein so called) to Fuchs Grove Road (the “Bridge and Road Improvements”) and submit to

the City and Wilbarger Creek MUD No. 2 for review and approval. The location of the Bridge and Road Improvements ~~are~~ is generally depicted on Exhibit "T" attached hereto and made a part hereof. SGLH (or its permitted successors and assigns) ~~The Owner of the Phase 3 Property and,~~ the City, and Wilbarger Creek MUD No. 2 shall work together in a diligent and good faith manner to agree upon the final, approved design drawings and specifications of the Bridge and Road Improvements prior to the City's acceptance of subdivision public improvements within Sections 3, 4, 5, or 6, or any combination thereof, ~~in Phase 3~~ as shown on Exhibit "T".

Construction of the Bridge and Road Improvements shall be completed and accepted by the City prior to the City's acceptance of subdivision public improvements within Sections 3, 4, 5 or 6, or any combination thereof, in Phase 3: as shown on Exhibit "T".

5) Trails. The trail system depicted on Exhibit "I-1" attached hereto and made a part hereof shall be built by the applicable Developer concurrently with the phase of the Property that contains the corresponding color of the trail system. For example, the trail depicted in orange shall be built by the applicable Developer concurrently with the area of the Property that is depicted in orange on Exhibit "I-1". The applicable trail system for each phase of the Property shall be constructed by the applicable Developer prior to acceptance of public improvements within that phase of the Property.

6) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Amendment. To the extent there is any inconsistency between the Agreement and this Amendment, the provisions of this Amendment shall control.

7) No Waiver. No Party's execution of this Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to ~~the any~~ other ~~party's~~ Party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against ~~the any~~ other ~~party~~ Party.

8) Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

9) Entire Agreement; Binding Effect. This Amendment sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof. The Parties hereto agree and understand that this Amendment shall be binding on them and their successors and permitted assigns.

10) Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment to be effective as of the date first written above.

[SIGNATURE PAGES FOLLOW]

**COUNTERPART SIGNATURE PAGE TO  
SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE  
SHADOWGLEN SUBDIVISION**

**CITY:**

**CITY OF MANOR, TEXAS**, a Texas home-rule  
municipal corporation

By: \_\_\_\_\_  
Dr. Larry Wallace Jr., Mayor

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Veronica Rivera, Assistant City Attorney

STATE OF TEXAS                   §  
                                             §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by Dr. Larry Wallace Jr., Mayor of THE CITY OF MANOR, TEXAS, a Texas home-rule  
municipal corporation, on behalf of said municipal corporation.

[ S E A L ]

\_\_\_\_\_  
Notary Public, State of Texas





**COUNTERPART SIGNATURE PAGE TO  
SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE  
SHADOWGLEN SUBDIVISION**

**SGLH:**

**SG LAND HOLDINGS LLC**, a Delaware limited liability company

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

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

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

STATE OF TEXAS                   §

§

COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of SG Land Holdings LLC, a Delaware limited liability company, on behalf of said limited liability company.

[ S E A L ]

\_\_\_\_\_  
Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO  
SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE  
SHADOWGLEN SUBDIVISION**

**TRAVIS COUNTY MUD NO. 2:**

**TRAVIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 2**, a political subdivision of the  
State of Texas

By: \_\_\_\_\_  
Wilmer Roberts, President  
Board of Directors

STATE OF TEXAS                   §  
                                             §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by Wilmer Roberts, President of the Board of Directors of Travis County Municipal Utility  
District No. 2, a political subdivision of the State of Texas, on behalf of said political subdivision.

[ S E A L ]

\_\_\_\_\_  
Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO  
SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE  
SHADOWGLEN SUBDIVISION**

**WILBARGER CREEK MUD NO. 1:**

**WILBARGER CREEK MUNICIPAL UTILITY  
DISTRICT NO. 1**, a political subdivision of the  
State of Texas

By: \_\_\_\_\_  
Bill Kochwelp, President  
Board of Directors

STATE OF TEXAS                   §  
                                          §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2020, by Bill Kochwelp, President of the Board of Directors of Wilbarger Creek Municipal Utility  
District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

[ S E A L ]

\_\_\_\_\_  
Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO  
SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE  
SHADOWGLEN SUBDIVISION**

**WILBARGER CREEK MUD NO. 2:**

**WILBARGER CREEK MUNICIPAL UTILITY  
DISTRICT NO. 2**, a political subdivision of the  
State of Texas

By: \_\_\_\_\_  
James A. Baker, President  
Board of Directors

STATE OF TEXAS                   §  
                                             §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by James A. Baker, President of the Board of Directors of Wilbarger Creek Municipal Utility  
District No. 2, a political subdivision of the State of Texas, on behalf of said political subdivision.

[ S E A L ]

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT I-1**

**TRAILS**  
**[attached]**

**EXHIBIT T**

**BRIDGE AND ROAD IMPROVEMENTS**  
**[attached]**



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 2, 2020

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Partial Assignment and Assumption of Development Agreement with Shadowglen.

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### BACKGROUND/SUMMARY:

SG Land Holdings LLC (SGLH) intends to sell Phase 3 of ShadowGlen to Meritage Homes of Texas, LLC ("Meritage") and is requesting the City's consent to the partial assignment of its rights and obligations under the Development Agreement with respect to Phase 3 only. SGLH previously requested the City's consent to a partial assignment to Catlyn Capital Corporation in February 2020. While the City approved that partial assignment, the proposed sale of Phase 3 of ShadowGlen, and concurrent partial assignment of rights under the Development Agreement with respect to Phase 3, to Catlyn Capital Corporation was never consummated.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Partial Assignment and Assumption of Development Agreement

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a Partial Assignment and Assumption of Development Agreement with Shadowglen; and authorize the City Manager to execute the consent form.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE





ELLIOTT STRATMANN  
P L L C

JOHN W. ELLIOTT

2705 Bee Cave Road, Suite 200  
Austin, Texas 78746  
Phone: (512) 693-2844  
Fax: (512) 646-0744  
Email: john@elliottstratmann.com

June 24, 2020

City of Manor  
P.O. Box 387  
Manor, Texas 78653  
Attention: City Secretary

Re: Partial Assignment of Development Agreement

Dear City Secretary:

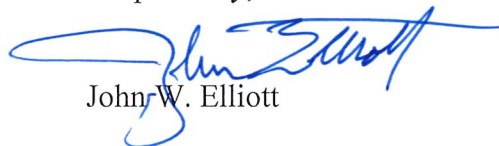
This firm represents SG Land Holdings, LLC ("SGLH"), and this letter is sent to you on its behalf. SGLH has entered into a contract to sell Phase 3 of the ShadowGlen Subdivision to Meritage Homes of Texas, LLC ("Meritage"). In connection with such sale, SGLH has agreed to assign to Meritage all of its rights and obligations under the Development Agreement for the ShadowGlen Subdivision dated effective as of August 24, 2012 (the "Development Agreement"), with respect to Phase 3 only, pursuant to the enclosed Partial Assignment of Development Agreement which will be executed by the parties at the closing of the transaction.

In accordance with Section 11.01 of the Development Agreement, SGLH is formally requesting the City's consent to SGLH's partial assignment to Meritage of all its rights and obligations under the Development Agreement with respect to Phase 3 by executing the enclosed Partial Assignment of Development Agreement in the space provided therein.

Following the City's execution, we kindly request that you return an original City-executed counterpart of the Partial Assignment of Development Agreement to us at the address reflected hereinabove.

Please do not hesitate to contact me if you have any questions or concerns.

Respectfully,



John W. Elliott

Enclosure

cc w/ enc.: Veronica Rivera  
Mary Stratmann (*firm*)

**PARTIAL ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS    §  
                                      §  
COUNTY OF TRAVIS    §

This Partial Assignment and Assumption of Development Agreement (the “Partial Assignment”) is executed and delivered on this the \_\_\_\_ day of \_\_\_\_, 2020, by SG LAND HOLDINGS LLC, a Delaware limited liability company (“Assignor”), to and in favor of MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company (“Assignee”).

A. Assignor, as successor-in-interest to 2010 ShadowGlen, LLC, is a party to that certain Development Agreement for the ShadowGlen Subdivision, dated August 24, 2012, by and among Cottonwood Holdings, Ltd. (“CHL”), 2010 ShadowGlen, LLC, Travis County Municipal Utility District No. 2, Wilbarger Creek Municipal Utility District No. 1, Wilbarger Creek Municipal Utility District No. 2, the City of Manor, Texas (as amended from time to time, the “Development Agreement”).

B. Pursuant to that certain Agreement of Sale and Purchase dated February 28, 2020, between Assignor, as “Seller,” and Assignee, as “Purchaser” (the “Purchase Agreement”) concurrently herewith, Assignor is conveying to Assignee Phase 3 of the ShadowGlen subdivision, which real property is more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Phase 3 Property”).

C. In connection with the conveyance of the Phase 3 Property to Assignee, and subject to the terms of this Partial Assignment, Assignor desires to assign to Assignee certain of its rights and interests under the Development Agreement, as such rights and interests relate to the Phase 3 Property only, and to delegate to Assignee the obligations of Assignor under the Development Agreement relating to the Phase 3 Property, and Assignee desires to accept such assignment and assume such obligations under the Development Agreement, as more particularly provided below in this Partial Assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Partial Assignment. Assignor hereby assigns, conveys and transfers to Assignee the rights and interests of Assignor under the Development Agreement arising from and after the date of this Partial Assignment to the extent such rights and interests relate to the Phase 3 Property, and Assignee hereby accepts such assignment. The parties intend for this Partial Assignment to be a partial assignment in accordance with and subject to Section 11.01 of the Development Agreement.

2. Delegation of Obligations. Assignor hereby delegates to Assignee all of Assignor’s duties and obligations under the Development Agreement arising from and after the date of this Partial Assignment to the extent such obligations relate to the Phase 3 Property, all of which

obligations are hereby assumed by Assignee (collectively, the “Obligations”), including without limitation: (a) any indemnity obligations, to the extent applicable to the Phase 3 Property concerning claims that arise after the date hereof or to Assignee by reason of its ownership of the Phase 3 Property, (b) any obligation to follow and be bound by all applicable rules, regulations and policies, (c) any obligation to pay any fees, assessments or exactions as may be imposed by the Development Agreement applicable to the Phase 3 Property, and (d) any obligations arising under the Development Agreement by reason of a default of Assignee under the Development Agreement (with respect to any obligations assumed by Assignee hereunder).

3. Amendment to Development Agreement. Assignor and Assignee agree that any amendment to the Development Agreement after the date hereof that materially affects the Phase 3 Property shall require the approval in writing of both Assignor and Assignee. Except as provided above, Assignor shall have the right to amend the Development Agreement without the approval of Assignee.

4. Indemnification.

4.1 Assignee’s Indemnity. Assignee shall defend, indemnify and hold harmless Assignor, its members, officers, agents, employees and representatives from any loss, cost, liability or expense, incurred by Assignor arising out of or resulting from Assignee’s breach of the Development Agreement from and after the date of this Partial Assignment, other than any damage or liability based on Assignor’s breach or default under the Development Agreement.

4.2 Assignor’s Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its members, officers, agents, employees and representatives from any loss, cost, liability or expense incurred by Assignee arising out of or resulting from Assignor’s breach of the Development Agreement from and after the date of this Partial Assignment, other than any damage or liability based on Assignee’s breach or default under the Development Agreement.

5. Entire Agreement. This Partial Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

6. Binding Effect. All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Headings. The headings and captions in this Partial Assignment are convenience only, and shall not control or affect the meaning or construction of any provision of this Partial Assignment.

8. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall be deemed an original, and this Partial Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT is executed as of the date first written above.

**ASSIGNOR:**

**SG LAND HOLDINGS LLC,**  
a Delaware limited liability company

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

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

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

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

[Notary acknowledgement attached]

**ASSIGNEE:**

MERITAGE HOMES OF TEXAS, LLC,  
an Arizona limited liability company

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

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

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

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

[Notary acknowledgement attached]

CONSENT OF THE CITY OF MANOR

The City of Manor hereby consents to the partial assignment by SG Land Holdings LLC of its rights and interests under the Development Agreement with respect to Phase 3 Property to Meritage Homes of Texas, LLC, as provided in this Partial Assignment of Development Agreement.

CITY OF MANOR

\_\_\_\_\_  
City Manager

EXHIBIT “A”  
LEGAL DESCRIPTION OF PHASE 3 PROPERTY  
[See Attached]

## EXHIBIT "A"

### Legal Description

BEING a 350.759 acre (15,279,061 square feet) tract of land situated in the William Sanderford Survey No. 70, Abstract No. 743, and in the William Sanderford Survey No. 69, Abstract No. 742, Travis County, Texas; being all of a called 349.79 acre tract of land described as Tract 1 in instrument to SG Land Holdings LLC recorded in Document No. 2012217281 of the Official Public Records of Travis County; and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "CHAPARRAL" found marking the northeastern-most corner of said Tract 1, same being the southeast corner of that certain tract of land described in instrument to Kermit and Emmagene Weiss recorded in Volume 12467, Page 177 of the Official Public Records of Travis County, on the northwest line of a called 200.38 acre tract of land described in instrument to the City of Manor recorded in Document No. 2012141817 of the Official Public Records of Travis County;

THENCE, along the northwesterly line of said 200.38 acre tract the following sixty-three (63) courses and distances:

1. South 26°53'14" West, 363.37 feet to a 1/2-inch iron rod with a plastic cap stamped "CHAPARRAL" found for corner;
2. South 29°28'23" West, 391.54 feet to a 1/2-inch iron rod with a plastic cap stamped "CHAPARRAL" found for corner; from which a 4/2-inch iron rod found bears South 15°58' East, 6.9 feet;
3. South 22°46'32" East, 149.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 12°08'41" East, 73.71 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. South 5°35'35" East, 73.71 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. South 0°57'31" West, 73.71 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 7°30'37" West, 73.71 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. South 14°03'43" West, 73.71 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. South 20°58'18" West, 81.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. South 27°25'46" West, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. South 27°38'02" West, 180.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. South 7°48'48" West, 167.70 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. South 35°01'12" West, 94.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. South 73°40'08" West, 122.31 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. North 62°02'44" West, 107.21 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. South 29°13'46" West, 294.12 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. South 10°14'50" West, 122.36 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
18. North 79°52'50" West, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
19. South 10°07'10" West, 85.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
20. in a southwesterly direction, along a tangent curve to the right, a central angle of 18°58'04", a radius of 775.02 feet, a chord bearing and distance of South 19°36'13" West, 255.40 feet, and a total arc length of 256.57 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
21. South 29°05'15" West, 175.37 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. South 60°44'51" East, 108.50 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;



## EXHIBIT "A"

### Legal Description

23. South 17°55'28" West, 59.41 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
24. South 29°05'15" West, 181.75 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
25. South 23°17'01" East, 135.66 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
26. South 25°17'14" West, 113.10 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
27. South 33°23'08" West, 128.99 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
28. South 85°00'19" West, 126.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
29. North 41°34'13" West, 149.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
30. South 68°52'49" West, 52.99 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
31. South 34°26'36" West, 72.97 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
32. South 52°50'18" West, 100.66 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
33. North 89°39'01" West, 81.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
34. South 83°37'38" West, 115.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
35. North 59°45'52" West, 102.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
36. North 16°06'36" West, 186.12 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
37. North 27°51'23" East, 320.35 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
38. North 35°00'43" West, 46.07 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
39. North 48°55'47" West, 132.29 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
40. North 62°50'51" West, 484.97 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
41. North 73°14'41" West, 99.26 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
42. South 6°21'29" West, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
43. South 79°33'45" West, 87.69 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
44. South 53°19'58" West, 162.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
45. South 33°58'38" West, 92.24 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
46. South 16°30'37" West, 114.74 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
47. South 44°17'19" East, 85.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
48. South 9°02'21" East, 136.28 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
49. South 3°24'29" East, 225.46 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
50. South 21°47'48" East, 142.43 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
51. South 5°41'45" East, 439.10 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
52. South 13°13'52" East, 102.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
53. South 0°55'38" East, 131.34 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

**EXHIBIT "A"**  
Legal Description

54. South 37°52'41" East, 171.53 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
55. South 27°40'22" East, 67.98 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
56. South 47°55'49" East, 69.64 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
57. South 20°16'48" East, 101.07 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
58. South 15°39'29" West, 120.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
59. South 53°19'16" West, 111.43 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
60. South 68°01'22" West, 253.46 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
61. South 80°15'36" West, 110.43 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
62. South 15°28'36" West, 100.08 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
63. South 18°19'31" West, 237.85 feet to a 1/2-inch iron rod with a plastic cap stamped "GEO 2519" found marking a corner on the northerly line of Lot 4 of Shadowglen Golf Course, plat of which recorded in Document No. 200300186 of the Official Public Records of Travis County, same being the southerly line of said Tract 1;

THENCE, along the northerly line of said Lot 4 and along the southerly line of said Tract 1 the following six (6) courses and distances:

1. South 77°16'56" West, 110.29 feet to a 1/2-inch iron rod with a plastic cap stamped "CHAPARRAL" found for corner;
2. South 45°18'31" West, 390.13 feet to a 1/2-inch iron rod with a plastic cap stamped "GEO 2519" found for corner;
3. South 36°36'52" West, 165.38 feet to a 1/2-inch iron rod with a plastic cap stamped "GEO 2519" found for corner;
4. North 49°53'08" West, 652.32 feet to a 1/2-inch iron rod with a plastic cap stamped "GEO 2519" found for corner;
5. North 62°22'11" West, 636.46 feet to a 1/2-inch iron rod with a plastic cap stamped "GEO 2519" found for corner;
6. South 70°04'42" West, 114.66 feet to a 1/2-inch iron rod with a plastic cap stamped "GEO 2519" found for corner;

THENCE, North 83°49'50" West, 102.82 feet departing the northerly line of said Lot 4 and continuing along the southerly line of said Tract 1 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the southwestern-most corner of said Tract 1 on the easterly right-of-way line of Rector Loop (variable width);

THENCE, along the easterly line of said Rector Loop the following three (3) courses and distances:

1. North 27°30'35" East, 3146.43 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 62°58'21" West, 14.34 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 19°29'16" West, 53.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the southern-most corner of a called 1.66 acre tract of land described in instrument to Vidal Sandoval recorded in Document No. 2004045806 of the Official Public Records of Travis County;

THENCE, North 69°40'44" East, 431.87 feet, departing the easterly right-of-way line of said Rector Loop and along the southeast line of said 1.66 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the eastern-most corner of said 1.66 acre tract;

THENCE, North 13°48'24" West, 263.80 feet along the east line of said 1.66 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the northern-most corner of said 1.66 acre tract, same being the northeast corner of a called 1.35 acre tract of land described in instrument to Pablo & Maria G. Flores recorded in Document No. 2010112420 of the Official Public Records of Travis County;

## EXHIBIT "A"

### Legal Description

THENCE, South 84°23'22" West, 309.12 feet along the north line of said 1.35 acre tract to a 1/2-inch iron rod found marking the northwest corner of said 1.35 acre tract, same being the southeast corner of a called 3.02 acre tract of land described in instrument to Leslie Barlow recorded in Document No. 2003232347 of the Official Public Records of Travis County;

THENCE, along the northeast lines of said 3.02 acre tract the following three (3) courses and distances:

1. North 23°50'18" West, 368.81 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 81°59'45" West, 292.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 0°42'35" West, 120.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

THENCE, North 39°59'52" West, 380.38 feet, continuing along the northeast line of said 3.02 acre tract and along the northeast line of a called 2.46 acre tract of land described in instrument to Felipe & Zirlene Ramirez Pina recorded in Document No. 2005081006 of the Official Public Records of Travis County to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the northern-most corner of said 2.46 acre tract, same being an interior corner on the southerly line of a called 2.26 acre tract of land described in instrument to Maria A. Rodriguez recorded in Document No. 2003194687 of the Official Public Records of Travis County;

THENCE, along the southerly lines of said 2.26 acre tract the following two (2) courses and distances:

1. North 69°39'16" East, 301.80 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 43°35'53" East, 171.98 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the eastern-most corner of said 2.26 acre tract, same being the eastern-most corner of a called 3.45 acre tract of land described in instrument to Ezequiel P. Leal recorded in Document No. 2003007307 of the Official Public Records of Travis County;

THENCE, along the northeasterly lines of said 3.45 acre tract the following three (3) courses and distances:

1. North 1°28'38" West, 108.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 87°10'47" West, 180.67 feet to a 1/2-inch iron rod with a plastic cap stamped "J.E. GARON

RPLS 4303" found for corner;

3. North 32°06'46" West, 305.84 feet to a 1/2-inch iron rod with a plastic cap stamped "J.E. GARON RPLS 4303" found marking the northeast corner of said 3.45 acre tract, same being the southern-most corner of a called 2.59 acre tract of land described in instrument to Mary Jude Burke recorded in Document No. 2019173372 of the Official Public Records of Travis County;

THENCE, along the easterly lines of said 2.59 acre tract the following two (2) courses and distances:

1. North 2°23'27" East, 404.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 62°33'56" West, 223.29 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the norther-most corner of said 2.59 acre tract on the easterly right-of-way line of Fuchs Grove Road (variable width);

THENCE, North 27°40'14" East, 1392.84 feet along the easterly right-of-way line of said Fuchs Grove Road to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the northern-most corner of aforesaid Tract 1, same being the western-most corner of a called 100 acre tract of land described in instrument to Adam E. & Andra J. Gonzenbach recorded in Document No. 2013104295 of the Official Public Records of Travis County; from which a type II TxDOT Monument found bears North 33°58' West, 8.2 feet;

THENCE, South 62°57'37" East, 1736.52 feet, departing the easterly right-of-way line of said Fuchs Grove Road and along the southerly line of said 100 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the southern-most corner of said 100 acre tract;

**EXHIBIT "A"**  
Legal Description

THENCE, North 27°43'07" East, 84.58 feet along the easterly line of said 100 acre tract to a 1/2-inch iron rod found marking the western-most corner of aforesaid Weiss tract;

THENCE, South 62°57'06" East, 2089.91 feet along the northerly line of said Tract 1 to the POINT OF BEGINNING, and containing 350.759 acres of land in 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.



### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 2, 2020

PREPARED BY: Ryan Phipps, Chief of Police

DEPARTMENT: Police Department

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on the designation of City of Manor's Local Rabies Control Authority, as required by the Texas Department of State Health Services.

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**BACKGROUND/SUMMARY:**

The Manor Police Department recently hired a new Animal Control Officer (ACO), Jackie Padhaisky. Per the Rabies Control Act of 1981, the governing body for the City of Manor must designate a Local Rabies Control Authority (LRCA). In this role ACO will be required to fulfill statutory requirements when a positive rabies case is located within our service area.

PRESENTATION: ☐YES ☒NO

ATTACHMENTS: ☐YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒NO

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**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve and designate ACO Jackie Padhaisky as the Local Rabies Control Authority as required by the Rabies Control Act of 1981 for the City of Manor.

PLANNING & ZONING COMMISSION: ☐RECOMMENDED APPROVAL ☐DISAPPROVAL ☐NONE



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** July 2, 2020

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to make Juneteenth an official City of Manor Holiday.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒ NO

**STAFF RECOMMENDATION:**

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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