

ORDINANCE NO. 521

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 87.622 ACRES OF LAND, MORE OR LESS, AND ABUTTING STREETS, ROADS AND RIGHTS-OF-WAY THAT IS ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; the City of Manor, Texas (“the City”) is home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

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

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

WHEREAS; the City Council has heard and has decided to grant the request;

WHEREAS; two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.063 of the *Tex. Loc. Gov’t. Code*;

WHEREAS; notice of the public hearing was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than (10) days prior to the public hearings;

WHEREAS; the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B”

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

Section 1. All of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied herein in their entirety.

Section 2. That the following described property (hereinafter referred to as the “Annexed Property”) is hereby annexed into the corporate limits of the City of Manor:

Being a 87.622 acres of land, including abutting streets, roadways and rights-of-way, located in the A.C. Caldwell Survey, Abstract 154, Travis County, Texas: containing a portion of that certain 180.83 acre tract of land described in instrument to Alma Juanita Meier in Volume 11376, Page 676 of the Deed Records of Travis County; also containing a portion of that certain 90.0886 acre tract of land described in instrument to RHOF, LLC in Document No. 2005154974 of the Official Public Records of Travis County, being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

Section 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

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

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

Section 6. That the Annex Property shall be temporarily zoned District “A” as provided in the City Zoning Ordinance, until permanent zoning is established therefore.

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

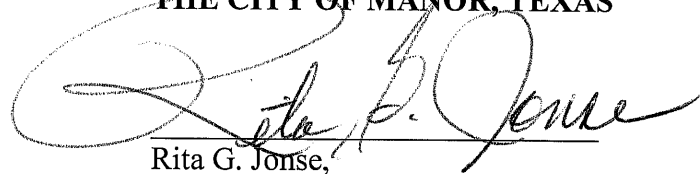
Section 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

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

PASSED AND APPROVED FIRST READING on this the 18th day of July 2018.

PASSED AND APPROVED SECOND AND FINAL READING on this the 1st day of August 2018.

THE CITY OF MANOR, TEXAS



Rita G. Jonse,
Mayor

ATTEST:

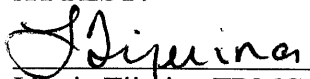

Lluvia Tijerina TRMC,
City Secretary



EXHIBIT "A"

Property description: +/- 87.622 acres

EXHIBIT "B"

Approved municipal Service Plan

**A METES AND BOUNDS
DESCRIPTION OF A
87.622 ACRE TRACT OF LAND**

BEING a 87.622 acres (3,816,832 square feet) of land located in the A.C. Caldwell Survey, Abstract Number 154, Travis County, Texas: containing a portion of that certain 180.83 acre tract of land described in instrument to Alma Juanita Meier in Volume 11376, Page 676 of the Deed Records of Travis County; also containing a portion of that certain 90.0886 acre tract of land described in instrument to RHOF, LLC in Document No. 2005154974 of the Official Public Records of Travis County; and being more particularly described as follows:

COMMENCING, at a found 1/2-inch iron rod marking the easterly southeast corner of said 90.0886 acre tract, same being the northeast corner of that certain 1.503 acre tract described in instrument to Erskine E. Fiebig in Volume 5017, Page 556 of the Deed Records of Travis County, on the westerly line of that certain 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham in Document No. 2014439510 of the Official Public Records of Travis County;

THENCE, North 28°30'46" East, 489.05 feet along the northwesterly line of said 51.533 acre tract to a 1/2-inch iron rod with KHA cap set for the **POINT OF BEGINNING** of herein described tract;

THENCE, South 86° 47' 58" West, 2,966.43 feet, to a 1/2-inch iron rod with KHA cap set on the easterly right-of-way line of Old Kimbro Road;

THENCE, along the easterly and southerly right-of-way lines of said Old Kimbro Road, the following three (3) courses and distances;

1. North 26° 31' 49" East, at 1,239.90 feet, passing a concrete monument, for a total distance of 1,326.94 feet, to a 1/2-inch iron rod with "KHA" cap set for corner;
2. Northerly, along the arc of a curve to the right having a radius of 533.10 feet, a central angle of 67°52'18", a chord bearing and distance of North 60°18'54" East, 595.22 feet, and a total arc length of 631.50 feet and to a 1/2-inch iron rod with KHA cap set for corner;
3. South 85° 48' 57" East, at 87.08 feet, passing a concrete monument, for a total distance of 2,475.57 feet to set 1/2 inch iron rod with "KHA" cap marking the northwesterly corner of aforesaid 51.533 acre tract;

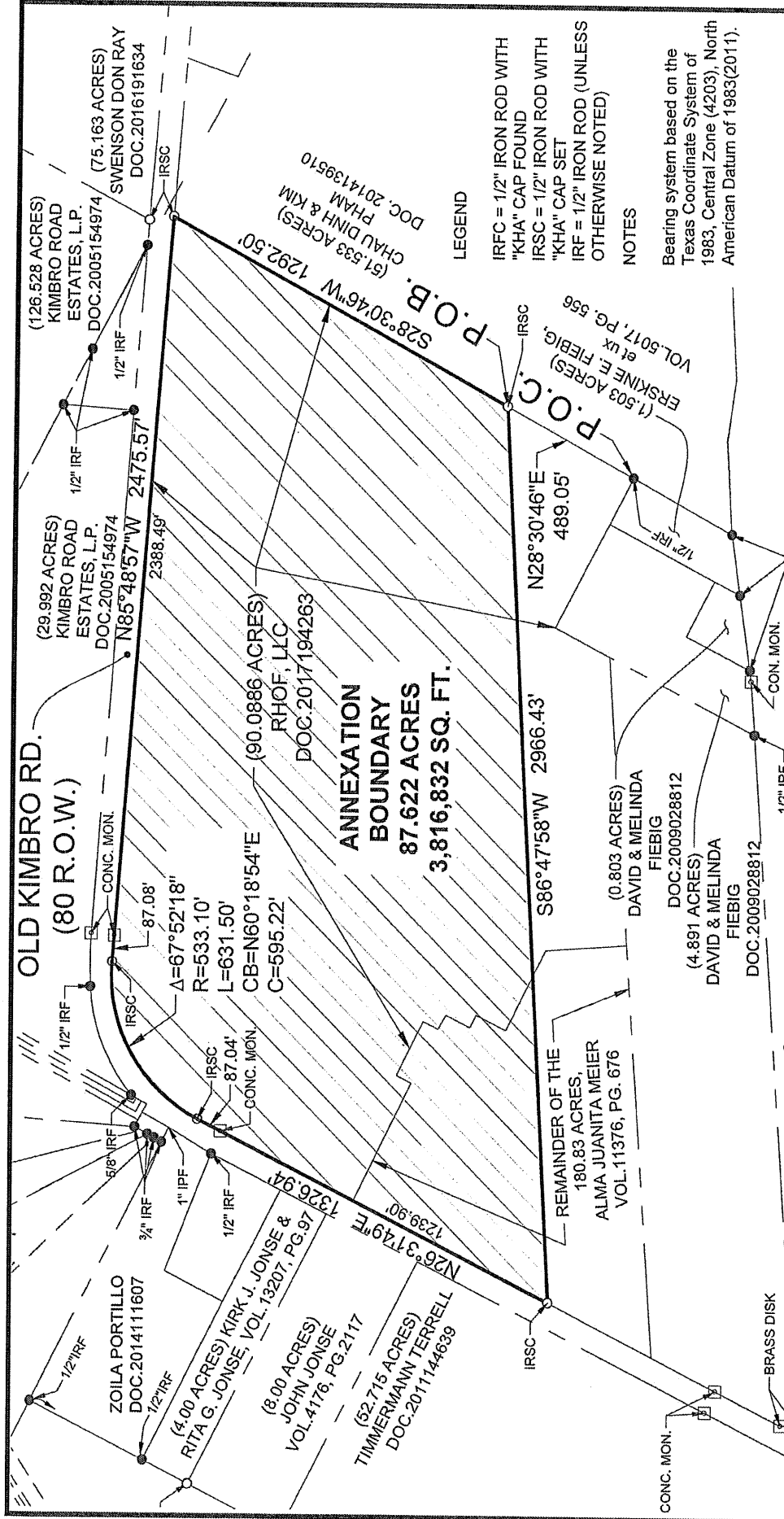
THENCE, South 28° 30' 46" West, 1,292.50 feet leaving the right of way line of Old Kimbro Road and along the northwesterly line of said 51.533 acre tract to the **POINT OF BEGINNING**, containing 87.622 acres of land in Travis County, Texas, as shown in the document save in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

JGM
3/19/2018

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

87.622 ACRES
ANNEXATION BOUNDARY
A.C. Caldwell Survey, Abstract Number 154,
Travis County, Texas.

Kimley»»Horn					
601 NW Loop 410, Suite 350 San Antonio, Texas 78216			FIRM # 10193973		Tel. No. (210) 541-9166 www.kimley-horn.com
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	MAV	JGM	MAR. 2018	069255700	1 OF 2



**ANNEXATION
BOUNDARY**
87.622 ACRES
3,816,832 SQ. FT.

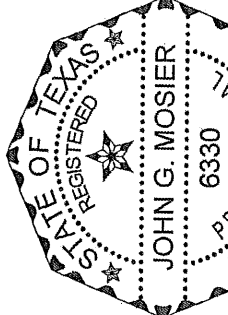
LEGEND

- IRFC = 1/2" IRON ROD WITH "KHA" CAP FOUND
- IRSC = 1/2" IRON ROD WITH "KHA" CAP SET
- IRF = 1/2" IRON ROD (UNLESS OTHERWISE NOTED)

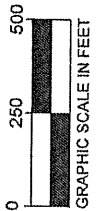
NOTES

Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983(2011).

87.622 ACRES
ANNEXATION BOUNDARY
A.C. Caldwell Survey, Abstract Number 154,
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Scale	1" = 500'
Drawn by	MAV
Checked by	JGM
Date	MAR. 2018
Project No.	069255700
Sheet No.	1 OF 2

John G. Mosier
3/19/2018

EXHIBIT "B"

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

WHEREAS, the City of Manor, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

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;

WHEREAS, the owner(s) of the subject property agree they will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

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

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, 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.

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.

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 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.

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

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and 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 "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.

(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 in this Plan:

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 subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is 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 property 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 property as required in City ordinances. Upon acceptance of the water lines within the subject property 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 property 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) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is 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 property 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 property as required by City ordinances. Upon acceptance of the wastewater lines within the subject property 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 property owner agrees that no improvements are required on such roadways to service the 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.

(4) **Term.** If not previously expired, this service plan 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 Service Plan is attached.