

# 5-17-2021 CITY COUNCIL MEETING AGENDA

THE STATE OF TEXAS §  
COUNTY OF BRAZORIA §  
CITY OF MANVEL §

LARRY AKERY, COUNCIL PLACE 1  
LORRAINE HEHN, COUNCIL PLACE 2  
NICOLE TYSON, COUNCIL PLACE 3  
DAN DAVIS, COUNCIL PLACE 4  
JASON ALBERT, COUNCIL PLACE 5  
JEROME HUDSON, COUNCIL PLACE 6



DEBRA DAVISON, MAYOR  
KYLE JUNG, CITY MANAGER  
TAMMY BELL, CITY SECRETARY

## NOTICE OF A CITY COUNCIL MEETING OF THE CITY OF MANVEL May 17, 2021

### NOTICE IS HEREBY GIVEN 7:00 P.M. REGULAR SESSION

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City of Manvel will convene a regular City Council meeting Via Teleconference for the purpose of discussing and if appropriate, take action with respect to the following items:

This meeting will be open to the public via teleconference  
City Hall will be CLOSED to the public.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

Members of the public are entitled to participate remotely via Microsoft Teams Teleconferencing.

Citizens may join the Meeting (in listen mode only) by calling 210-469-0207 or Toll Free 1-877-257-2190  
and entering the Meeting ID: 707 397 15#

To view the agenda packet for this meeting visit our website at [www.cityofmanvel.com](http://www.cityofmanvel.com).

A recording of the telephone meeting will be made and available to the public in accordance with the Open Meetings Act upon written request.

\*\*\*Members of the public who wish to submit written comments on a listed agenda item must submit their comments via the Public Comment Request Form found on the city website [www.cityofmanvel.com](http://www.cityofmanvel.com) or by emailing [tbell@cityofmanvel.com](mailto:tbell@cityofmanvel.com) or by calling 281-489-0630 x6 for staff assistance.

\*\*\*All Public Comment Requests must be received before 5:00 p.m., on May 17, 2021.

**NOTE:** The City Council of the City of Manvel reserves the right to discuss any Items in Closed Session whenever authorized under the Texas Open Meetings Act, Chapter 551, of the Texas Government Code. The City Council may discuss the items on this agenda in any order.

**This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpreter services must be made 48 hours prior to this meeting. Please contact the City Secretary at 281-489-0630 for further information.**

# 5-17-2021 CITY COUNCIL MEETING AGENDA

## **Regular Session**

### **Call To Order**

### **Inspirational Reading - Council Member Hehn**

### **Pledge**

Pledge of Allegiance and Texas Pledge: "Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible.

### **Citizen Comments: "Comment Card" Required**

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### **Public Hearing**

TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING THE ZONING CLASSIFICATION OF APPROXIMATELY 2.594 ACRES LOCATED AT 6407 MASTERS ROAD, MANVEL, TEXAS, FROM HIGHWAY MIXED USE DISTRICT (HMU) TO HIGHWAY MIXED USE DISTRICT WITH SPECIFIC USE PERMIT (HMU-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR NAICS USE 493110 "GENERAL WAREHOUSING AND STORAGE"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

### **City Manager Update**

Update on current events and city issues.

### **Regular Agenda**

1. Consideration and possible action on a request by Meridiana to approve an appeal to the City's Designated Official's interpretation that the Meridiana General Development Plan Amendment #18 (as submitted to City Staff on March 24, 2021) does not adequately display "overall circulation" as required within the O-PUD agreement. (Tabled on 5/3/2021)
2. Status update by the City Manager on the GLO Grant.
3. Consideration and possible action to approve Resolution 2021-R-09;  
A RESOLUTION CONSENTING TO THE ADDITION OF LAND INTO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 43

## 5-17-2021 CITY COUNCIL MEETING AGENDA

### Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a City Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in sequence on the Agenda.

A) Approve an Amendment/Addendum to Cooperation Agreement to the CDBG Entitlement Program.

B) Approve as recommended by Planning Development and Zoning Commission, Final Plat for Meridiana Retail Detention Reserve No. 1;  
BEING A SUBDIVISION OF 3.738 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, A-470, ALSO BEING OUT OF LOTS 139 AND 140 OF DR. A.A. LUTHER LANDS IN THE TOWN OF MANVEL, AS RECORDED UNDER VOL. 1, PG. 71-72, BRAZORIA COUNTY PLAT RECORDS, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

C) Approve Interlocal Agreement between Brazoria County and the City of Manvel for paving of roads.

D) Acceptance of the infrastructure improvements for Terra Estates to begin the Two Year Maintenance Period.

E) Acceptance of the meeting minutes to date.

### Executive Session

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071: Consultation with attorney, and Texas Government Code, Section 551.072:

“Deliberation Regarding Real Property” to discuss the following:

*Potential Real Estate Acquisitions Opportunities*

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071: Consultation with attorney, and Texas Government Code, Section 551.087:

“Deliberation Regarding Economic Development Negotiations” to discuss the following:

Discuss economic development incentives on the Sowell Property

# 5-17-2021 CITY COUNCIL MEETING AGENDA

## Mayor and Council Comments

Update on current events and city issues.

Additionally, pursuant to Texas Government Code § 551.0415, City Council Members and city staff may make a report about items of community interest during a meeting of the governing body without having given notice of the report.

Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

## Adjourn

### CERTIFICATION

I, Tammy Bell, City Secretary for the City of Manvel, do hereby certify that the foregoing Agenda of the City of Manvel is true and correct; and that I posted such notice on the bulletin board at the Manvel City Hall. A place convenient and readily accessible to the public on May 14, 2021 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 72 hours preceding the scheduled time of the meeting.



TAMMY BELL, CITY SECRETARY  
CITY OF MANVEL, TEXAS

## NOTICE TO THE PUBLIC OF POSSIBLE QUORUMS

*A quorum of the Manvel Planning Development and Zoning Committee may be in attendance via teleconference at the May 17, 2021 meeting of the Manvel City Council. If such be the case, this notice shall serve as notice of meeting pursuant to the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office.*

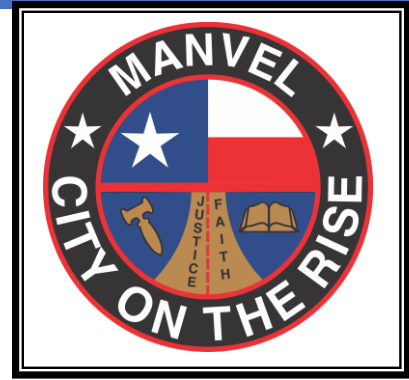




# 5-17-2021 CITY COUNCIL MEETING AGENDA (ADDENDUM)

THE STATE OF TEXAS §  
COUNTY OF BRAZORIA §  
CITY OF MANVEL §

LARRY AKERY, COUNCIL PLACE 1  
LORRAINE HEHN, COUNCIL PLACE 2  
NICOLE TYSON, COUNCIL PLACE 3  
DAN DAVIS, COUNCIL PLACE 4  
JASON ALBERT, COUNCIL PLACE 5  
JEROME HUDSON, COUNCIL PLACE 6



DEBRA DAVISON, MAYOR  
KYLE JUNG, CITY MANAGER  
TAMMY BELL, CITY SECRETARY

## ADDENDUM

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## 5-17-2021 CITY COUNCIL MEETING AGENDA (ADDENDUM)

### Regular Agenda

#### 4. Discussion and Possible Action to Approve (Forwarded With Unfavorable Recommendation by PD&Z):

- A) Preliminary Plat for Meridiana Inspiration Way Phase 2,  
BEING A SUBDIVISION OF 5.46 ACRES OUT OF THE OLIVER HALL SURVEY, A-203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.
- B) Preliminary Plat for Meridiana Section 10A;  
BEING A SUBDIVISION OF 12.94 ACRES OUT OF THE OLIVER HALL SURVEY, A-203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.
- C) Preliminary Plat for Meridiana Detention Reserve Y;  
BEING A SUBDIVISION OF 9.98 ACRES OUT OF THE OLIVER HALL SURVEY, A-203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.
- D) Preliminary Plat for Brazoria County Municipal Utility District No. 57 Lift Station No. 1;  
BEING A SUBDIVISION OF 0.19 ACRES OUT OF THE OLIVER HALL SURVEY, A-203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.
- E) Preliminary Plat for Meridiana Detention Reserve 'W';  
BEING A SUBDIVISION OF 15.46 ACRES, BEING A PARTIAL REPLAT OF LOTS 16, 17, 18, BLOCK 1, OF LULLING STONE SECTION 1, AS RECORDED AT VOLUME 21, PAGES 267-270, BRAZORIA COUNTY PLAT RECORDS, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.
- F) Preliminary Plat for Meridiana Detention Reserve 'Z' Phase 1;  
BEING A SUBDIVISION OF 11.61 ACRES, BEING A PARTIAL REPLAT OF LOTS 1-8, BLOCK 1 OF LULLING STONE SECTION 1, AS RECORDED AT VOLUME 21, PAGES 267-270, BRAZORIA COUNTY PLAT RECORDS, CITY OF MANVEL.
- G) Master Plan for Foxtail Palms;  
BEING A SUBDIVISION OF 80.95 ACRES OF LAND LOCATED IN THE H.T. & B. RAILROAD CO. SURVEY SEC 71, A-291, ALSO BEING A PARTIAL REPLAT OF EMIGRATION LAND COMPANY SUBDIVISION RECORDED IN VOLUME 2, PAGE 81 B.C.P.R.

## 5-17-2021 CITY COUNCIL MEETING AGENDA (ADDENDUM)

### 5. Discussion and Possible Action to Approve:

Final Plat for Meridiana Detention Reserve U;  
BEING A SUBDIVISION OF 9.860 ACRES IN THE OLIVER HALL SURVEY,  
ABSTRACT 203, BEING A PARTIAL REPLAT OF A PORTION OF LOT 9, BLOCK  
1, OF LULLING STONE SECTION THREE, AS RECORDED IN VOL. 22, PG. 231-  
234 B.C.P.R.; ALSO, BEING PART OF THE CITY OF MANVEL, BRAZORIA  
COUNTY, TEXAS.

#### **CERTIFICATION**

I, Alyssa Deaton, Assistant City Secretary for the City of Manvel, do hereby certify that the foregoing Addendum to the Agenda of the City of Manvel is true and correct; and that I posted such notice on the bulletin board at the Manvel City Hall. A place convenient and readily accessible to the public on May 14, 2021 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 72 hours preceding the scheduled time of the meeting.

ALYSSA DEATON, ASSISTANT CITY SECRETARY  
CITY OF MANVEL, TEXAS

### **NOTICE TO THE PUBLIC OF POSSIBLE QUORUMS**

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April 14, 2021

Mr. Kyle J. Jung  
City Manager  
City of Manvel  
20025 Highway 6  
Manvel, TX 77578

Re: Meridiana O-PUD Interpretation Appeal to City Council

On behalf of Rise Communities, please accept this letter as the formal request to appeal your interpretation (as the City's Designated Official) of the Meridiana O-PUD to City Council.

We specifically request City Council to review your interpretation that Meridiana General Development Plan Amendment #18 (as submitted to City Staff on March 24, 2021) does not adequately display "overall circulation" as is required within the O-PUD document.

If there are any questions at all, please feel free to contact me.

Regards,

A handwritten signature in black ink that reads "Brad Sweitzer". The signature is written in a cursive, flowing style.

Brad Sweitzer, AICP, PLA  
Senior Planner  
EHRA Engineering

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CONSENTING TO THE ADDITION OF LAND INTO BRAZORIA  
COUNTY MUNICIPAL UTILITY DISTRICT NO. 43

\* \* \* \* \*

WHEREAS, the City of Manvel, Texas (the “City”), received a Petition for Consent to the inclusion of land into Brazoria County Municipal Utility District No. 43 (the “District”), encompassing approximately 3.583 acres; and

WHEREAS, Section 54.106 of the Texas Water Code provides that land within a city may not be included within a municipal utility district without such city’s consent, NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

Section 1. The City Council of the City hereby grants its written consent to the petition for inclusion of the land described in Exhibit A into the District, subject to the terms and conditions contained in Exhibit B.

Section 2. It is hereby found, determined, and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 3. This Resolution shall take effect immediately upon its first and final reading and the passage and approval.

[Execution page follows.]

PASSED, APPROVED, AND RESOLVED this the 17<sup>th</sup> day of May, 2021.

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Debra Davison, Mayor

ATTEST:

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Tammy Bell, City Secretary

APPROVED AS TO FORM:

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Bobby Gervais, City Attorney



**Exhibit A**  
**The Land**

DESCRIPTION OF  
1.094 ACRES  
(47,644 SQUARE FEET)  
RIGHT-OF-WAY ABANDONMENT

Being 1.094 acres (47,644 square feet) of land located in the H. T. & B. R. R. Co. Survey, Section 72 also known as the Kate R. Ehrmann Survey, Abstract 460, of Brazoria County, Texas, being a portion of County Road 82 also known as Iowa Lane (width varies), said 1.094 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the northeast corner of that certain called 83.784 acre tract (described as Tract One) conveyed to Shea Homes Houston LLC by an instrument of record in Document Number 2018049942, of the Official Records of Brazoria County (B.C.O.R.), said point also being the southeast corner of the residue of that certain called 4.5079 acre tract conveyed to SLP 288 and Rodeo Palms VII, LP, by and instrument of record in Document Number 2006036081, B.C.O.R., said SLP 288 and Rodeo Palms VII, LP now known as 288 Associates, LP by Certificate of Merger under Document Number 2017027740, B.C.O.R., said point also lying on the west right-of-way line of said County Road 82;

Thence, North 02° 30' 04" West, along the west right-of-way line of said County Road 82 and the east line of said 4.5079 acre tract, 144.41 feet to a 3/4-inch iron pipe with cap stamped "S. ADAMS RPLS 3666" found for the northeast corner of said 4.5079 acre tract and the most easterly southeast corner of that certain called 39.97 acre tract conveyed to SLP 288 and Rodeo Palms, LP, by an instrument of record in Document Number 2004052956, B.C.O.R., said SLP 288 and Rodeo Palms, LP now known as 288 Associates, LP by Certificate of Merger under Document Number 2017027740, B.C.O.R.;

Thence, North  $02^{\circ} 31' 35''$  West, along the west right-of-way line of said County Road 82 and the east line of said 39.97 acre tract, 605.61 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an interior westerly corner of that certain called 56.104 acre tract (described as Tract Two) conveyed to Shea Homes Houston LLC by an instrument of record in Document Number 2018049942, B.C.O.R.;

Thence, North  $87^{\circ} 02' 31''$  East, departing the west right-of-way line of said County Road 82 and the east line of said 39.97 acre tract, 26.76 feet to a point for corner, the beginning of a curve;

Thence, 37.63 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of  $86^{\circ} 14' 32''$ , and a chord which bears South  $49^{\circ} 50' 12''$  East 34.18 feet to a point for corner, the beginning of a reverse curve;

Thence, 73.41 feet along the arc of a tangent curve to the left, having a radius of 330.00 feet, a central angle of  $12^{\circ} 44' 42''$ , and a chord which bears South  $13^{\circ} 05' 17''$  East 73.25 feet to a point for corner in the east right-of-way line of the aforementioned County Road 82 and the west line of the aforementioned 56.104 acre tract;

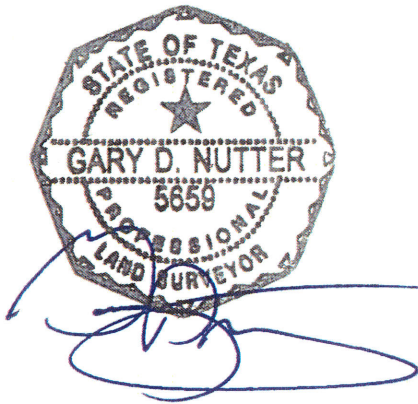
Thence, South  $02^{\circ} 25' 56''$  East, along the east right-of-way line of said County Road 82 and west line of said 56.104 acre tract, passing at a distance of 42.96 feet a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point on the west line of said 56.104 acre tract, said point being on the west line of the residue of that certain called 13.2148 acre tract conveyed to SLP 288 and Rodeo Palms IV, LP, by an instrument of record in Document Number 2005011681, B.C.O.R., said SLP 288 and Rodeo Palms IV, LP now known as 288 Associates, LP by Certificate of Merger under Document Number 2017027740, B.C.O.R. continuing along the east right-of-way line of said County Road 82 and the west line of said 13.2148 acre tract for a total distance of 512.02 feet to a 1/2-inch iron rod with cap stamped "LA THOMPSON 3987" found for the southwest corner of said 13.2148 acre tract and the northwest corner of that certain called 14.2564 acre tract conveyed to SLP 288 and Rodeo Palms VI, LP, by an instrument of record in Document Numbers 2006036043, 2006036044, and 2006036045, B.C.O.R., said SLP 288 and Rodeo Palms VI, LP now known as 288 Associates, LP by Certificate of Merger under Document Number 2017027740, B.C.O.R.;

Thence, South 02° 41' 04" East, continuing along the east right-of-way line of said County Road 82 and west line of said 14.2564 acre tract, 142.52 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point on the west line of the aforementioned 56.104 acre tract;

Thence, South 87° 02' 42" West, departing the east right-of-way line of said County Road 82 and west line of said 14.2564 acre tract, 64.92 feet to the POINT OF BEGINNING and containing 1.094 acres (47,644 square feet) of land.

Corner monuments were not set at the client's request.

LJA Surveying, Inc.





**LEGEND:**

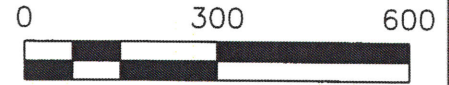
B.C.O.R. OFFICIAL RECORDS OF BRAZORIA COUNTY

(S) • PREV. SET 5/8" I.R. W/ CAP STAMPED, "LJA ENG"

P PROPERTY LINE

IR IRON ROD

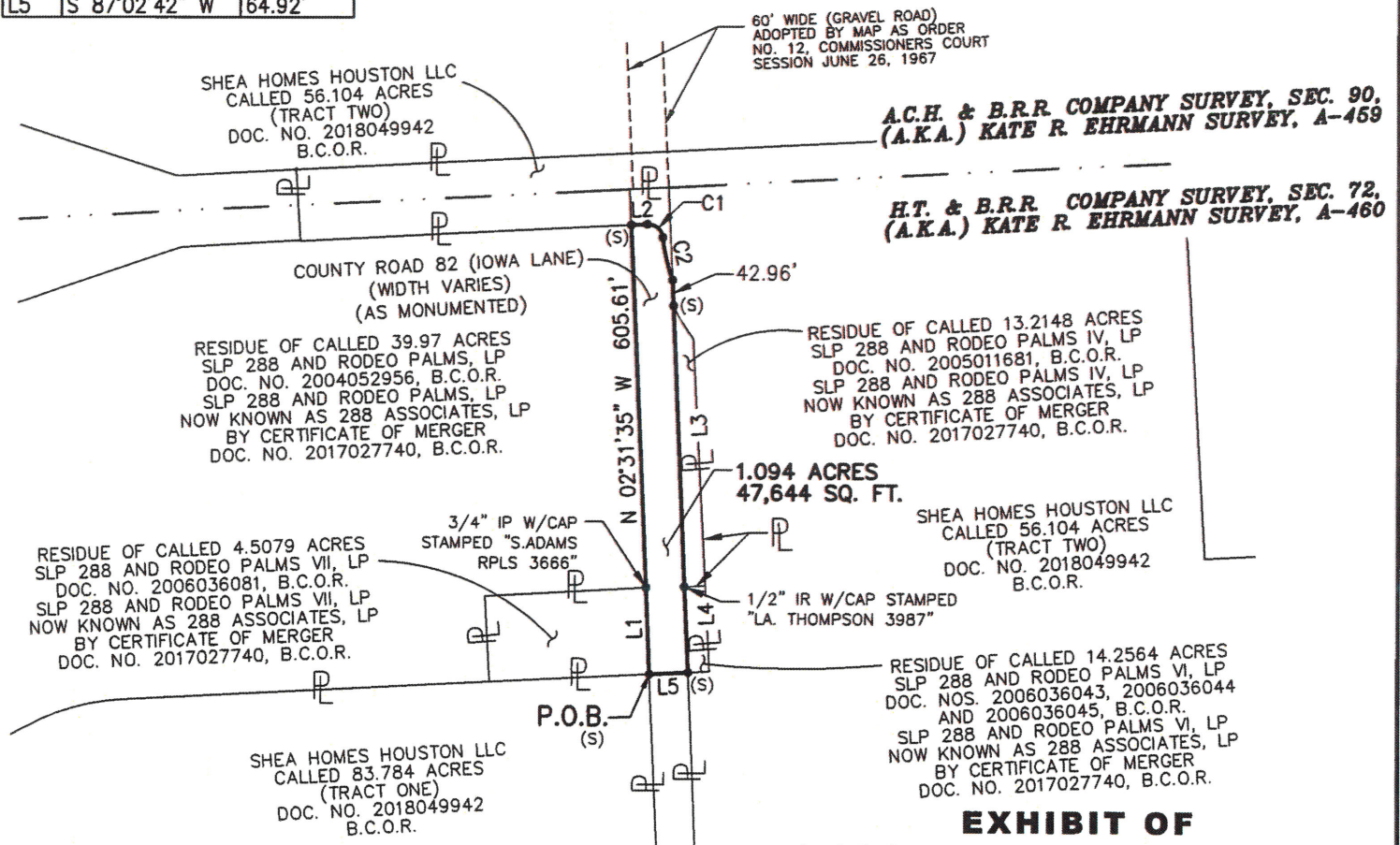
P.O.B. POINT OF BEGINNING



SCALE 1" = 300'

| CURVE TABLE |            |         |             |               |              |
|-------------|------------|---------|-------------|---------------|--------------|
| CURVE       | ARC LENGTH | RADIUS  | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C1          | 37.63'     | 25.00'  | 86°14'32"   | S 49°50'12" E | 34.18'       |
| C2          | 73.41'     | 330.00' | 12°44'42"   | S 13°05'17" E | 73.25'       |

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | N 02°30'04" W | 144.41'  |
| L2         | N 87°02'31" E | 26.76'   |
| L3         | S 02°25'56" E | 512.02'  |
| L4         | S 02°41'04" E | 142.52'  |
| L5         | S 87°02'42" W | 64.92'   |



**EXHIBIT OF**

**1.094 ACRE (47,644 SQ. FT.)**

**RIGHT-OF-WAY ABANDONMENT**

**IN THE**

**H.T. & B.R.R. COMPANY SURVEY, SEC. 72,**

**(A.K.A.) KATE R. EHRLMANN SURVEY, A-460**

**BRAZORIA COUNTY, TEXAS**

DECEMBER 2018 JOB NO. LJA001-2660-1801

**LJA Surveying, Inc.**

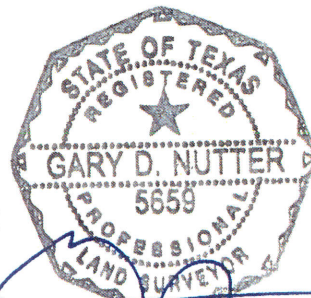
2929 Briarpark Drive  
Suite 175  
Houston, Texas 77042

Phone 713.953.5200  
Fax 713.953.5026  
T.B.P.L.S. Firm No. 10194382

**NOTES:**

1) ALL BEARINGS AND DISTANCES  
REFERENCED TO THE TEXAS COORDINATE  
SYSTEM, SOUTH CENTRAL ZONE, NAD83  
(1993 ADJ.)

2) CORNER MONUMENTS NOT SET AT  
CLIENTS REQUEST.



DESCRIPTION OF  
0.1141 ACRE  
(4,969 SQUARE FEET)  
RIGHT-OF-WAY ABANDONMENT

Being 0.1141 acre (4,969 square feet) of land located in the H. T. & B. R. R. Co. Survey, Section 72 also known as the Kate R. Ehrmann Survey, Abstract 460, of Brazoria County, Texas, being a portion of County Road 82 also known as Iowa Lane (width varies), said 0.1141 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an interior westerly corner of that certain called 56.104 acre tract (described as Tract Two) conveyed to Shea Homes Houston LLC by an instrument of record in Document Number 2018049942 of the Official Records of Brazoria County (B.C.O.R.), said point lying on the west right-of-way line of said County Road 82 and the east line of the residue of that certain called 39.97 acre tract conveyed to SLP 288 and Rodeo Palms, LP, by an instrument of record in Document Number 2004052956 B.C.O.R., said SLP 288 and Rodeo Palms, LP now known as 288 Associates, LP by Certificate of Merger under Document Number 2017027740, B.C.O.R.;

Thence, North 02° 31' 35" West, along an interior westerly line of said 56.104 acre tract and the west right-of-way line of said County Road 82, 60.14 feet to a 5/8-inch iron pipe with cap stamped "S. ADAMS RPLS 3666" found for an interior westerly corner of said 56.104 acre tract, said point being the former northeast corner of said 39.97 acre tract, said point being on the common survey line of said the Kate R. Ehrmann Survey and the A.C.H. & B. R. R. Co. Survey, Section 90 also known as the Kate R. Ehrmann Survey, Abstract 459, of Brazoria County, Texas;

Thence, North  $87^{\circ} 03' 18''$  East, departing the west right-of-way line of said County Road 82, along an interior westerly line of said 56.104 acre tract, and along the common survey line, 65.43 feet to a 5/8-inch iron pipe with cap stamped "S. ADAMS RPLS 3666" found for an interior westerly corner of said 56.104 acre tract, said point being the former northwest corner of that certain called 13.2148 acre tract conveyed to SLP 288 and Rodeo Palms IV, LP, by an instrument of record in Document Number 2005011681 B.C.O.R., said SLP 288 and Rodeo Palms IV, LP now known as 288 Associates, LP by Certificate of Merger under Document Number 2017027740, B.C.O.R.;

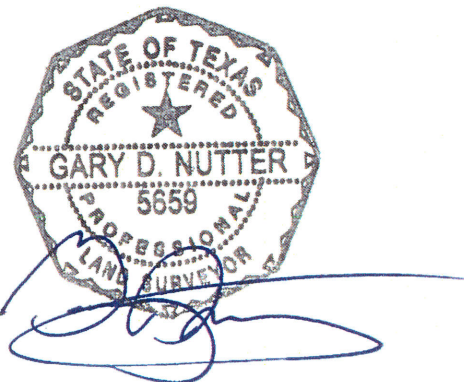
Thence, South  $02^{\circ} 28' 50''$  East, departing said common survey line and along most southerly west line of said 56.104 acre tract and the east right-of-way line of said County Road 82, 155.60 feet to a point for corner, the beginning of a curve;

Thence, 73.41 feet departing said common line and along the arc of a non-tangent curve to the right, having a radius of 330.00 feet, a central angle of  $12^{\circ} 44' 42''$ , and a chord which bears North  $13^{\circ} 05' 17''$  West, 73.25 feet to a point for corner, the beginning of a reverse curve;

Thence, 37.63 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, a central angle of  $86^{\circ} 14' 32''$ , and a chord which bears North  $49^{\circ} 50' 12''$  West 34.18 feet to a point for corner;

Thence, South  $87^{\circ} 02' 31''$  West, 26.76 feet to the POINT OF BEGINNING and containing 0.1141 acre (4,969 square feet) of land.

Corner monuments were not set at the client's request.



LJA Surveying, Inc.



# LEGEND:

B.C.O.R. OFFICIAL RECORDS OF BRAZORIA COUNTY

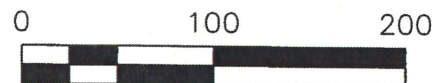
(S)• PREV. SET 5/8" I.R. W/ CAP STAMPED, "LJA ENG"

 PROPERTY LINE

IR IRON ROD

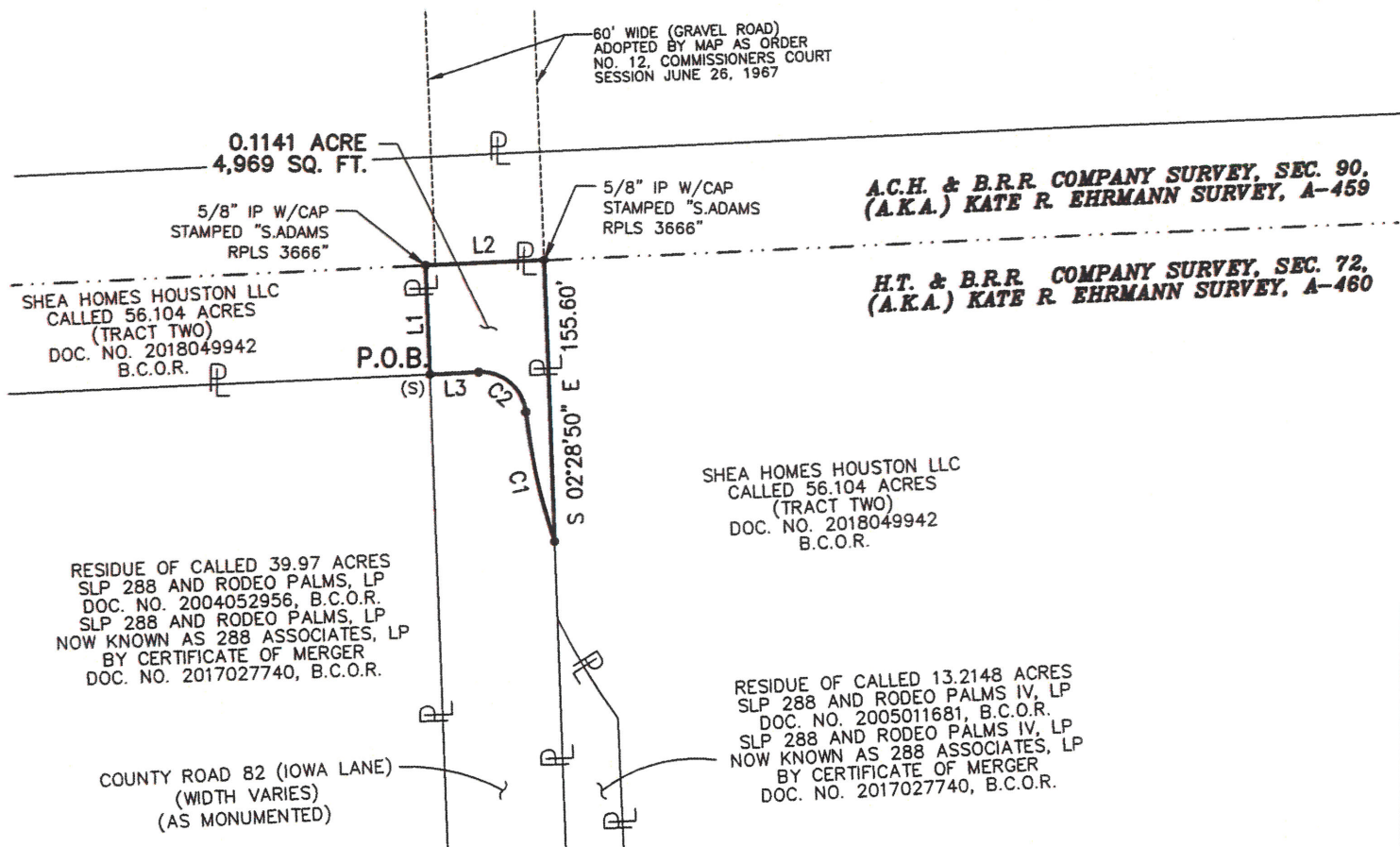
P.O.B. POINT OF BEGINNING

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | N 02°31'35" W | 60.14'   |
| L2         | N 87°03'18" E | 65.43'   |
| L3         | S 87°02'31" W | 26.76'   |



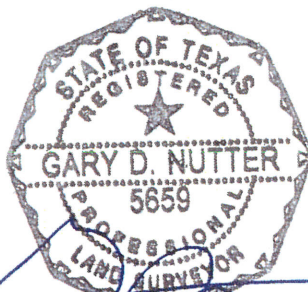
SCALE 1" = 100'

| CURVE TABLE |            |         |             |               |              |
|-------------|------------|---------|-------------|---------------|--------------|
| CURVE       | ARC LENGTH | RADIUS  | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C1          | 73.41'     | 330.00' | 12°44'42"   | N 13°05'17" W | 73.25'       |
| C2          | 37.63'     | 25.00'  | 86°14'32"   | N 49°50'12" W | 34.18'       |



## NOTES:

- 1) ALL BEARINGS AND DISTANCES REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (1993 ADJ.)
- 2) CORNER MONUMENTS NOT SET AT CLIENTS REQUEST.



## EXHIBIT OF 0.1141 ACRE (4,969 SQ. FT.) RIGHT-OF-WAY ABANDONMENT IN THE H.T. & B.R.R. COMPANY SURVEY, SEC. 72, (A.K.A.) KATE R. EHRLMANN SURVEY, A-460 BRAZORIA COUNTY, TEXAS

DECEMBER 2018 JOB NO. LJA001-2660-1801

**LJA Surveying, Inc.**

2929 Briarpark Drive  
Suite 175  
Houston, Texas 77042

Phone 713.953.5200  
Fax 713.953.5026  
T.B.P.L.S. Firm No. 10194382





DESCRIPTION OF  
2.375 ACRES  
(103,470 SQUARE FEET)  
RIGHT-OF-WAY ABANDONMENT

Being 2.375 acres (103,470 square feet) of land located in the H. T. & B. R. R. Co. Survey, Section 72 also known as the Kate R. Ehrmann Survey, Abstract 460, of Brazoria County, Texas, being a portion of County Road 82 also known as Iowa Lane (width varies), said 2.375 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the northeast corner of that certain called 83.784 acre tract (described as Tract One) conveyed to Shea Homes Houston LLC by an instrument of record in Document Number 2018049942, of the Official Records of Brazoria County (B.C.O.R.), said point also being the southeast corner of the residue of that certain called 4.5079 acre tract conveyed to SLP 288 and Rodeo Palms VII, LP, by and instrument of record in Document Number 2006036081, B.C.O.R., said SLP 288 and Rodeo Palms VII, LP now known as 288 Associates, LP by Certificate of Merger under Document Number 2017027740, B.C.O.R., said point also lying on the west right-of-way line of said County Road 82;

Thence, North 87° 02' 42" East, departing west right-of-way line of said County Road 82, 64.92 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for a westerly corner of that certain called 56.104 acre tract (described as Tract Two) conveyed to Shea Homes Houston LLC by an instrument of record in Document Number 2018049942, B.C.O.R., said point being on the east right-of-way line of said County Road 82;

Thence along the east right-of-way line of said County Road 82, same being the west line of said 56.104 acre tract the following five (5) courses:

1. South 02° 30' 40" East, 63.58 feet to a 5/8-inch iron rod with cap stamped "LA THOMPSON 3987" found for corner;
2. South 02° 29' 22" East, 103.99 feet to a 5/8-inch iron rod with cap stamped "LA THOMPSON 3987" found for corner;
3. South 02° 19' 50" East, 347.79 feet to a 1-1/2-inch iron pipe found for corner;
4. South 02° 42' 57" East, 152.51 feet to a 1/2-inch iron rod found for corner;
5. South 02° 30' 35" East, 935.05 feet to a 1/2-inch iron rod found for the northwest corner of that certain called 1.367 acre tract conveyed to Joan Banneyer by an instrument of record under Document Number 2005003981, B.C.O.R., same being the most westerly southwest corner of the aforementioned 56.104 acre tract;

Thence, South 84° 52' 48" West, departing said common line, 62.49 feet to a point for corner on the west right-of-way line of aforementioned County Road 82, same being the east line of that certain called 83.784 acre tract (described as Tract One) conveyed to Shea Homes Houston LLC by an instrument of record in Document Number 2018049942, B.C.O.R.;

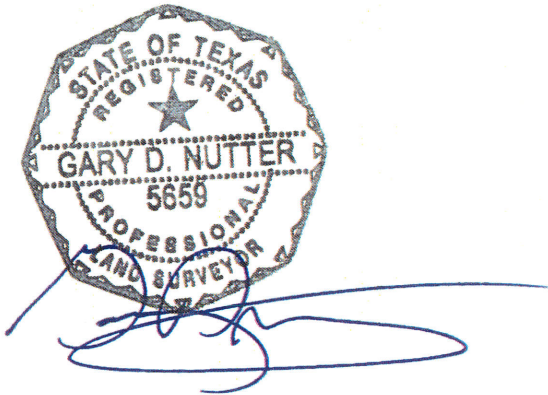
Thence along the west right-of-way line of said County Road 82, same being the east line of said 83.784 acre tract the following five (5) courses:

1. North 03° 03' 21" West, 265.74 feet to a 1/2-inch iron rod found for corner;
2. North 02° 27' 49" West, 300.58 feet to a 1/2-inch iron rod found for corner;
3. North 02° 31' 09" West, 466.28 feet to 1/2-inch iron rod found for corner;
4. North 02° 08' 00" West, 56.86 feet to 1-inch iron pipe found for corner;

5. North 02° 30' 04" West, 515.80 feet to the POINT OF BEGINNING and containing 2.375 acres (103,470 square feet) of land.

Corner monuments were not set at the client's request.

LJA Surveying, Inc.



RESIDUE OF CALLED 39.97 ACRES  
SLP 288 AND RODEO PALMS, LP  
DOC. NO. 2004052956, B.C.O.R.  
SLP 288 AND RODEO PALMS, LP  
NOW KNOWN AS 288 ASSOCIATES, LP  
BY CERTIFICATE OF MERGER  
DOC. NO. 2017027740, B.C.O.R.

RESIDUE OF CALLED 4.5079 ACRES  
SLP 288 AND RODEO PALMS VII, LP  
DOC. NO. 2006036081, B.C.O.R.  
SLP 288 AND RODEO PALMS VII, LP  
NOW KNOWN AS 288 ASSOCIATES, LP  
BY CERTIFICATE OF MERGER  
DOC. NO. 2017027740, B.C.O.R.

RESIDUE OF CALLED 14.2564 ACRES  
SLP 288 AND RODEO PALMS VI, LP  
DOC. NOS. 2006036043, 2006036044  
AND 2006036045, B.C.O.R.  
SLP 288 AND RODEO PALMS VI, LP  
NOW KNOWN AS 288 ASSOCIATES, LP  
BY CERTIFICATE OF MERGER  
DOC. NO. 2017027740, B.C.O.R.

RESIDUE OF CALLED 14.2564 ACRES  
SLP 288 AND RODEO PALMS VI, LP  
DOC. NOS. 2006036043, 2006036044  
AND 2006036045, B.C.O.R.  
SLP 288 AND RODEO PALMS VI, LP  
NOW KNOWN AS 288 ASSOCIATES, LP  
BY CERTIFICATE OF MERGER  
DOC. NO. 2017027740, B.C.O.R.

0 300 600  
SCALE 1" = 300'

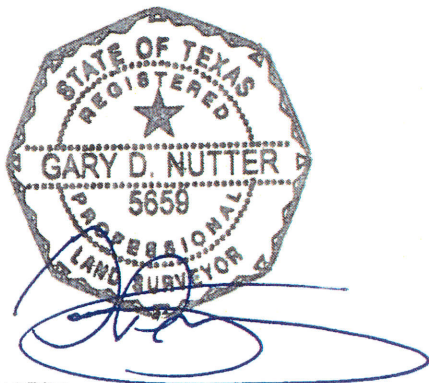
| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | N 87°02'42" E | 64.92'   |
| L2         | S 02°30'40" E | 63.58'   |
| L3         | S 02°29'22" E | 103.99'  |
| L4         | S 02°19'50" E | 347.79'  |
| L5         | S 02°42'57" E | 152.51'  |
| L6         | S 84°52'48" W | 62.49'   |
| L7         | N 03°03'21" W | 265.74'  |
| L8         | N 02°27'49" W | 300.58'  |
| L9         | N 02°31'09" W | 466.28'  |
| L10        | N 02°08'00" W | 56.86'   |

SHEA HOMES HOUSTON LLC  
CALLED 83.784 ACRES  
(TRACT ONE)  
DOC. NO. 2018049942  
B.C.O.R.

SHEA HOMES HOUSTON LLC  
CALLED 56.104 ACRES  
(TRACT TWO)  
DOC. NO. 2018049942  
B.C.O.R.

#### LEGEND:

B.C.O.R. OFFICIAL RECORDS OF BRAZORIA COUNTY  
(S) • PREV. SET 5/8" I.R. W/ CAP STAMPED, "LJA ENG"  
P PROPERTY LINE  
IR IRON ROD  
IP IRON PIPE  
P.O.B. POINT OF BEGINNING



#### NOTES:

1) ALL BEARINGS AND DISTANCES  
REFERENCED TO THE TEXAS COORDINATE  
SYSTEM, SOUTH CENTRAL ZONE, NAD83  
(1993 ADJ.)

2) CORNER MONUMENTS NOT SET AT  
CLIENTS REQUEST.

**EXHIBIT OF  
2.375 ACRES  
(103,470 SQ. FT.)  
RIGHT-OF-WAY ABANDONMENT  
IN THE  
H.T. & B.R.R. COMPANY SURVEY, SEC. 72,  
(A.K.A.) KATE R. EHRLANN SURVEY, A-460  
BRAZORIA COUNTY, TEXAS**

DECEMBER 2018 JOB NO. LJA001-2660-1801

**LJA Surveying, Inc.**

2929 Briarpark Drive  
Suite 175  
Houston, Texas 77042

Phone 713.953.5200  
Fax 713.953.5026  
T.B.P.L.S. Firm No. 10194382



**Exhibit B**  
**Consent Conditions**



Exhibit B  
Consent Conditions

(a) The District may issue bonds, including refunding bonds, only for the purpose of purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, parks and recreational facilities, and streets and thoroughfares, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. No bonds will be issued with a final maturity date more than 30 years from the date of issuance, and the first principal maturity must occur within three years of the date of issuance. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 10th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of advertisement for the sale of such bonds. Following the issuance of any series of bonds, the average annual debt service requirement on the outstanding indebtedness of the District during the last five years of such indebtedness may not exceed the average annual debt service payment on the District's indebtedness during the period preceding the final five years of indebtedness by more than 25 percent. After the District has issued bonds to finance all the District's water, wastewater, drainage, road and recreational facilities, no bonds of the District may be issued without specific City consent.

(b) Any refunding bonds of the District must provide for a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer and drainage, road and recreational facilities to serve the District and obtain the approval of such plans and specifications. All District infrastructure, including water wells, water meters, flushing valves, valves, pipes, water service lines and sewer service lines, lift stations, and elevated storage and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City as amended from time to time; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.



(d) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(e) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval by the City of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, and otherwise comply with the applicable rules and regulations of the City.

## AMENDMENT/ADDENDUM TO COOPERATION AGREEMENT

This Agreement Amendment/Addendum covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs.

Per requirement of the CPD Notice 20-03: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program to read:

### **Paragraph II has been amended to read as follows:**

The City and County acknowledge that this Cooperation Agreement covers the Community Development Block Grant (CDBG) Entitlement Program, the HOME Investment Partnership Program (HOME) and the Emergency Solutions Grants (ESG) Program. Furthermore, the City understands that it may not apply for grants from appropriations under the small cities or State CDBG Programs, nor participate in HOME, HOME consortium, or ESG Programs with other local governments except through the County during the period in which it is participating in the County's Entitlement Program.

### **Paragraph IX has been amended to read as follows:**

In the performance of this Agreement, the County and all cooperating units of general local government **executing this Agreement agree to take all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and will affirmatively further fair housing.** The County and City also agree to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, as well as other applicable laws.

### **Paragraph XIII has been added to read as follows:**

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

### **Paragraph XIV now reads as follows:**

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and as set forth below.

**IN WITNESS WHEREOF** this instrument in duplicate originals has been executed by the parties hereto as follows:

- a. It has been executed on behalf of Brazoria County on the\_\_\_\_ day of \_\_\_\_\_, 2021, by the County Judge of Brazoria County and attested by the County Clerk of Brazoria County pursuant to an order authorizing such execution.
- b. It has been executed on behalf of the City on the \_\_\_\_ day of \_\_\_\_\_, 021, by its Mayor and attested by its City Secretary, pursuant to action of the City Council of the City authorizing such execution.

BRAZORIA COUNTY

\_\_\_\_\_  
Matt Sebesta, County Judge

ATTEST

By: \_\_\_\_\_  
County Clerk

CITY OF \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST

By: \_ \_ \_ \_ \_  
City Secretary

**CERTIFICATE OF CITY ATTORNEY**

**CITY OF \_ \_ \_ \_ \_ TEXAS**

I have examined the foregoing Agreement, and as City Attorney for the City named therein, I hereby certify that the terms and provisions of this Agreement are fully authorized under State and local law applicable to the City (including but not limited to the City's Charter and ordinances).

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

**ORDER**

THE STATE OF TEXAS     §

COUNTY OF BRAZORIA   §

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the Commissioners' Court, sitting as the governing body of Brazoria County, Texas, at a regular meeting, upon motion of Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_, duly put and carried,

**IT IS ORDERED** that the County Judge be, and he is hereby authorized to execute, and the County Clerk is hereby authorized to attest for and on behalf of Brazoria County, an agreement between Brazoria County and the City of \_\_\_\_\_ for the purpose of cooperating in the County's Community Development Block Grant (CDBG), HOME, and Emergency Shelter Grant (ESG) Programs for Federal FY 2021-2023, which agreement is hereby referred to and made a part hereof for all purposes as though fully set out herein.

Signed by:

L. M. "Matt" Sebesta, Jr., County Judge \_\_\_\_\_

Commissioner "Dude" Payne, Pct. 1 \_\_\_\_\_

Commissioner Ryan Cade, Pct. 2 \_\_\_\_\_

Commissioner Stacy Adams, Pct. 3 \_\_\_\_\_

Commissioner David Linder, Pct. 4 \_\_\_\_\_



THE STATE OF TEXAS     §  
                                     §  
COUNTY OF BRAZORIA   §

### COOPERATION AGREEMENT

This agreement, made and entered into by Brazoria County, a body corporate and politic under the laws of the State of Texas, hereinafter sometimes referred to as "County", and the City of Manvel, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as "City".

#### WITNESSETH:

WHEREAS, on May 11<sup>th</sup> 2009 the City elected to have its  
(insert date city elects to join)  
population included as a portion of that population to the County in the County's "urban county" application(s) to the U.S. Department of Housing and Urban Development for funding for the Community Development Block Grant Program; and

WHEREAS, the City's area and population are within the boundaries of Brazoria County; and

WHEREAS, the County is willing to cooperate with the City in assisting in undertaking community renewal and housing activities; and

WHEREAS, the Texas Legislature has enacted the "Texas Community Development Act of 1975," codified as V.T.C.A., Local Government Code, Chapter 373, which provides, in part, for the authorization of cities to implement a community development program; and

WHEREAS, the governing bodies of the County and City duly authorizes this Agreement and authorizes their Chief Executive Officers to execute this Agreement on behalf of their entity and that any and all previous agreements in conflict herewith are hereby made void; and

WHEREAS, the Texas legislature has further enacted "The Interlocal Cooperation Act," and codified as V.T.C.A., Government Code, Chapter 791, which provides, in part, that the County may contract with the City to perform governmental functions and services for the City.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:** That the County and the City, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I.

The City and the County agree to allow the U.S. Department of Housing and Urban Development to use the City's population and other necessary demographic characteristics in the determination of whether the County will qualify as an "urban county" as defined in the Housing and Community Development Act of 1974, as amended, and the rules and regulations promulgated pursuant thereto and in determining the County's annual funding allocations.

II.

The City and the County acknowledge that this Cooperation Agreement covers both the Community Development Block Grant (CDBG) Entitlement Program and the HOME Investment Partnership Program. Furthermore, the City understands that it may not apply for grants under the small cities or State Community Development Block Grant Programs from appropriations during the period in which it is participating in the County's CDBG Program. The City further understands that it may not participate in a HOME Program or HOME consortium with other local governments except through the County.

III.

The City and the County acknowledge that no determination has been made at the time of execution of this Agreement as to where and for what purposes funding, if any, for the applicable Community Development Block Grant Programs will be sought or expended. In this regard, it is agreed that County shall not be obligated to seek or commit funds for expenditure in the City or for assistance to residents of the City. The City is aware that the execution of this Agreement does not constitute any guarantee on the part of the County that funds received pursuant to the CDBG and HOME Program, if any, will be expended for projects within the city limits of the City or for assistance to the residents of the City, and the City has received no assurance, written or oral, from the County to the contrary.

IV.

This Agreement shall remain in full force and effect for the period October 1, 2009 through September 30, 2012. The Agreement will be automatically renewed at the end of this period for consecutive three-year periods unless the Agreement is specifically terminated in writing by either party before the end of the County's three-year qualification period. The County agrees to notify the City by the date specified in HUD's Urban County Qualification Notice for each successive qualification period of the City's right to not participate and to send a copy of such notice to the HUD Field Office. The City and the County acknowledge that they are aware that Federal Regulations do not permit the County to allow the City to withdraw from this Agreement or otherwise terminate this Agreement at any time during the period covered by the Agreement.



The City and the County also acknowledge that it will adopt any amendment to this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements set forth in any Urban County Qualification Notice which may be applicable for any subsequent three-year period and to submit such amendment to HUD as provided in the Urban County Qualification Notice, and that failure by either party to adopt such amendments will void the automatic renewal of such qualification period.

Furthermore, the City and the County acknowledge that this Agreement remains in effect until the CDBG and HOME funds and program income received with respect to the initial *three*-year qualification period and any successive qualification periods are expended and the funded activities completed and that the County and City shall not terminate or withdraw from the Agreement while the Agreement remains in effect.

#### V.

The City agrees to inform Brazoria County of any income generated by the expenditure of CDBG and HOME funds received by the City and that any such income shall be paid to Brazoria County. Brazoria County may, in its sole discretion, allow the City to retain program income provided that any and all such income may only be used for eligible activities in accordance with all CDBG and HOME Program requirements as may then apply. The City understands that Brazoria County has the responsibility for monitoring income and reporting to HUD on the use of any such program income, and the City, therefore, agrees to meet such record keeping and reporting requirements as may be required by the County for this purpose. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status will be paid to Brazoria County.

#### VI.

The City agrees and understands that the following terms and conditions will apply with regard to real property acquired to improve in whole or in part using CDBG funds that is within the control of the City during the term of the Agreement.

- a) The City shall timely notify Brazoria County of any modification or change in the use of property from that planned at the time of acquisition or improvement, including disposition.
- b) The City shall reimburse Brazoria County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations.

VII.

The City agrees that program income generated from the disposition or transfer of real property prior to or subsequent to the grant close-out, change of status, or termination of this Agreement shall be treated according to 24 CFR 570.504.

VIII.

The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

The County and the City acknowledge that the County shall not fund activities in or in support of any cooperating units of general local government, including the City, which does not affirmatively further fair housing within its jurisdiction or that impedes the County's actions to comply with *its* fair housing certification.

IX.

In the performance of this Agreement, the County and all cooperating units of general local government executing this Agreement agree to take all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

X.

The County and the City acknowledge that the City has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies against any individuals within its jurisdiction engaged in non-violent civil rights demonstrations. Furthermore, the City has adopted a policy and is enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the jurisdiction.

XI.

The City agrees and understands that pursuant to 24 CFR 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.

XII.

Should the U.S. Department of Housing and Urban Development reject or refuse to accept the Agreement for any reason, the County may terminate this Agreement by giving written notice of the same to the City.



XIII.

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and as set forth below.

**IN WITNESS WHEREOF** this instrument in duplicate originals has been executed by the parties hereto as follows:

- a. It has been executed on behalf of Brazoria County on the 26<sup>th</sup> day of May, 2009, by the County Judge of Brazoria County and attested by the County Clerk of Brazoria County pursuant to an order authorizing such execution.
- b. It has been executed on behalf of the City on the 11<sup>th</sup> day of May, 2009, by its Mayor and attested by its City Secretary, pursuant to action of the City Council of the City authorizing such execution.

BRAZORIA COUNTY

  
EJ King, County Judge

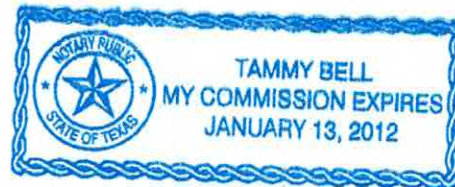
ATTEST

By:   
County Clerk

CITY OF Manvel  
Delores M. Martin  
Mayor

ATTEST

By:   
City Secretary



CERTIFICATE OF CITY ATTORNEY

CITY OF MANVEL, TEXAS

I have examined the foregoing Agreement, and as City Attorney for the City named therein, I hereby certify that the terms and provisions of this Agreement are fully authorized under State and local law applicable to the City (including but not limited to the City's Charter and ordinances).

5/11/09  
Date

Leon B. Smith  
City Attorney

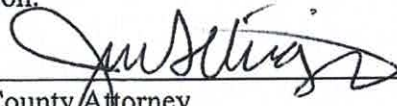


## CERTIFICATE OF COUNTY ATTORNEY

### BRAZORIA COUNTY, TEXAS

I have examined the foregoing Agreement, and as statutory civil counsel to the County named therein, I hereby certify that the terms and provisions of the Agreement are fully authorized under State and local law, and that this agreement provides full legal authority for the County to undertake or to assist the City in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing. To the extent that this certificate relates the State and local law applicable to the City (including but not limited to the City's Charter and ordinances), this certificate is given in total reliance upon the Certificate of City Attorney and the undersigned disclaims any responsibility or liability for the City's Attorney and the errors or omissions, if any, in making such certification.

05/27/09  
Date

  
County Attorney

## Kyle Jung

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**From:** nancyf@brazoria-county.com  
**Sent:** Tuesday, May 11, 2021 12:05 PM  
**To:** Kyle Jung  
**Subject:** RE: Status update\_CDBG

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The flyer is on our HUD website, as well as posted on the Brazoria County Facebook page.

As far as the renewal of the program goes, it does renew automatically unless a City chooses to opt out, but I am still in need of the signed Amendment/Addendum by the City and the City's Attorney. This is required if there is any changes from the last signed Agreement, with the original Amendment from each participating jurisdiction sent to HUD with the renewals.

**Nancy Friudenberg**  
Program Director  
Brazoria County Community Development & Welfare  
(979) 864-1860 (phone)  
(979) 864-1089 (fax)

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**From:** Kyle Jung <kjung@cityofmanvel.com>  
**Sent:** Tuesday, May 11, 2021 11:50 AM  
**To:** Nancy Friudenberg <nancyf@brazoria-county.com>  
**Cc:** Kyle Jung <kjung@cityofmanvel.com>  
**Subject:** RE: Status update\_CDBG

Nancy,

Thank you for the information provided. Is this program's eligibility requirements and application process posted on the County's website? If so, can you provide a link so we can further disseminate this program's information?

As for our participation - On May 3, the Manvel City Council voted to remain a participating jurisdiction in the Brazoria County CDBG and Home Program for the Federal FY 2022-2024. Pursuant to the Cooperation Agreement signed May 11, 2009, section IV, the Agreement automatically renews for consecutive three-year periods unless the Agreement is specifically terminated in writing before the end of the County's three-year qualification period. Therefore, since the Agreement was not terminated, the City of Manvel is and will continue to be a participating jurisdiction for the FY 2022-2024 funding period.

Thank you.

Kyle

Kyle J. Jung  
City Manager  
City of Manvel

20025 Highway 6  
Manvel, Texas 77578  
281-489-0630  
281-489-0634 (fax)  
kjung@cityofmanvel.com

---

**From:** [nancyf@brazoria-county.com](mailto:nancyf@brazoria-county.com) <[nancyf@brazoria-county.com](mailto:nancyf@brazoria-county.com)>  
**Sent:** Tuesday, May 11, 2021 11:09 AM  
**To:** Kyle Jung <[kjung@cityofmanvel.com](mailto:kjung@cityofmanvel.com)>  
**Subject:** RE: Status update\_CDBG

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached is the list of Manvel clients that have received assistance with Cares Act, and I believe HOME TBRA assistance. Due to privacy of the resident, this is as much detail as I can provide. As each situation can be different, please give anyone needing rental, utility and/or mortgage assistance, or experiencing any other social service need our phone number. We will do an interview with them and direct them to the agency that can best help with their needs. I have also received a request by Manvel ESD asking if we can purchase 3 chest compression systems totaling \$94,000.

I have requested that the City let me know by May 18<sup>th</sup> if they will continue to participate or not and provide documentation as such. The proposed next round of funding for Manvel would be for FY 2023.

Please let me know if you have any other questions,

Thank you,

**Nancy Friudenberg**  
Program Director  
Brazoria County Community Development & Welfare  
(979) 864-1860 (phone)  
(979) 864-1089 (fax)

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**From:** Kyle Jung <[kjung@cityofmanvel.com](mailto:kjung@cityofmanvel.com)>  
**Sent:** Tuesday, May 11, 2021 10:38 AM  
**To:** Nancy Friudenberg <[nancyf@brazoria-county.com](mailto:nancyf@brazoria-county.com)>  
**Cc:** Kyle Jung <[kjung@cityofmanvel.com](mailto:kjung@cityofmanvel.com)>  
**Subject:** RE: Status update\_CDBG

Nancy,

I was wondering if there was any update on the information below and if you have any timelines on the next round of CDBG funding for the City of Manvel.

Thank you in advance.

Sincerely,

Kyle



Kyle J. Jung  
City Manager  
City of Manvel  
20025 Highway 6  
Manvel, Texas 77578  
[281-489-0630](tel:281-489-0630)  
[281-489-0634](tel:281-489-0634) (fax)  
[kjung@cityofmanvel.com](mailto:kjung@cityofmanvel.com)

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**From:** Kyle Jung  
**Sent:** Tuesday, May 4, 2021 8:27 AM  
**To:** [nancyf@brazoria-county.com](mailto:nancyf@brazoria-county.com)  
**Subject:** RE: Status update\_CDBG

Nancy,

At last night's meeting, you mentioned that there were Manvel residents who received \$47,499.68 in rental and utility assistance because the City of Manvel is a participating jurisdiction. I would like to request a list of the Manvel residents who received benefits because Manvel is a participating jurisdiction, their addresses, when they received this assistance, how much they received, and from what program they received this assistance. Also, I would like to know the program guidelines and eligibility requirements for these same programs so that we can determine if there are others who might benefit from these same programs. Finally, if there is a website or other source of information that we can direct interested persons to, please forward that information.

Thank you for your help with this information.

Sincerely,

Kyle

Kyle J. Jung  
City Manager  
City of Manvel  
20025 Highway 6  
Manvel, Texas 77578  
[281-489-0630](tel:281-489-0630)  
[281-489-0634](tel:281-489-0634) (fax)  
[kjung@cityofmanvel.com](mailto:kjung@cityofmanvel.com)

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**From:** [nancyf@brazoria-county.com](mailto:nancyf@brazoria-county.com) <[nancyf@brazoria-county.com](mailto:nancyf@brazoria-county.com)>  
**Sent:** Friday, April 23, 2021 7:53 AM  
**To:** Tammy Bell <[tbell@cityofmanvel.com](mailto:tbell@cityofmanvel.com)>; Dan Johnson <[dan.johnson@cityofmanvel.com](mailto:dan.johnson@cityofmanvel.com)>; Kyle Jung <[kjung@cityofmanvel.com](mailto:kjung@cityofmanvel.com)>  
**Cc:** Debra Davison <[ddavison@cityofmanvel.com](mailto:ddavison@cityofmanvel.com)>; [lferguson@brazoria-county.com](mailto:lferguson@brazoria-county.com)  
**Subject:** RE: Status update\_CDBG

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Full disclosure – opting out of the program will not only exclude you from Manvel’s round of CDBG funding, it will also exclude your residents from the HOME rehab/reconstruction program, Emergency Solutions Program for Homeless Prevention (help with rent and/or utility assistance) and Rapid Re-housing, as well as any public service funding and any other HUD-related special funding (ie: covid, weather related, etc) that the County may receive.

If you have any questions, please do not hesitate to call.

Thank you,

**Nancy Friudenberg**  
Program Director  
Brazoria County Community Development & Welfare  
(979) 864-1860 (phone)  
(979) 864-1089 (fax)

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**From:** Tammy Bell <[tbell@cityofmanvel.com](mailto:tbell@cityofmanvel.com)>  
**Sent:** Thursday, April 22, 2021 6:03 PM  
**To:** Dan Johnson <[dan.johnson@cityofmanvel.com](mailto:dan.johnson@cityofmanvel.com)>; Kyle Jung <[kjung@cityofmanvel.com](mailto:kjung@cityofmanvel.com)>  
**Cc:** Nancy Friudenberg <[nancyf@brazoria-county.com](mailto:nancyf@brazoria-county.com)>  
**Subject:** Status update\_CDBG

Dan or Kyle,  
Can you let me know the status of the attached? If we are not going to participate, we will need to return the Notice to Withdraw. Just wanting to make sure we have everything back to Nancy before the deadline.

Thanks,

**Tammy Bell**  
City Secretary

City of Manvel  
PO Box 187  
Manvel Tx 77578  
Direct 832-336-4064  
Fax 281-489-0634  
[www.cityofmanvel.com](http://www.cityofmanvel.com)  
**Sign up for City Notifications**  
**City Employment Opportunities**

May your path exceed your dreams!!

When God takes something from your grasp, He's not punishing you, but merely opening your hands to receive something better. "The will of God will never take you where the Grace of God will not protect you" #mygodislargeandincharge

**ATTENTION PUBLIC OFFICIALS:** A "Reply to All" of this e-mail could lead to violation of the Texas Open Meetings Act. A "Forward" of this e-mail to another public official could also lead to violations of the Texas Open Meetings Act if a quorum is eventually involved. Please reply only to the sender.

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Manvel Residents Rent/Mortgage & Utility

Paid On

|                    |                     |                                          |             |
|--------------------|---------------------|------------------------------------------|-------------|
| CR 94              | 2/4/2021            | Oct-March Rent                           | \$ 7,667.81 |
| Santa Barbara      | 3/25/2021           | February, March and April Rent           | \$ 5,441.25 |
| Harvest Drive      | 8/27/2020           | Rehousing                                | \$ 1,950.00 |
| Lazy Swing Court   | 7/16/20 & 8/20/20   | Utilities only                           | \$ 554.82   |
| CR 94              | 11/2/20 & 6/4/20    | May, June and October Rent               | \$ 3,382.00 |
| Barnes Lane        | 3/18/2021           | March Rent and fees and utilities        | \$ 2,066.56 |
| Mira Loma Drive    | 4/29/2021           | Utilities only                           | \$ 120.56   |
| Ewing Drive        | 5/14/2020           | April and May Rent                       | \$ 3,100.00 |
| Morro Bay          | 5/21/2020           | May & June Rent                          | \$ 3,850.00 |
| Spindletop Court   | 10/8/20 & 11/12/20  | October & November Mortgage & Light bill | \$ 4,938.48 |
| CR 94              | 11/19/2020          | Utilities only                           | \$ 1,591.56 |
| San Simeon Drive   | 10/22/20 & 12/10/20 | October & December Rent                  | \$ 3,390.00 |
| Old Presidio Drive | 6/11/20 & 7/2/20    | June, July, August Rent and utilities    | \$ 4,032.06 |
| Catalina Court     | 6/25/2020           | Utilities only                           | \$ 444.58   |
| Blue Canoe Road    | 10/08/20            | April/May Rent and late fees             | \$ 4,970.00 |

**\$ 47,499.68**

City limits/ETJ

|                                    |             |
|------------------------------------|-------------|
| Cobblestone Park Apartments? - ETJ | \$ 7,667.81 |
| Rodeo Palms                        | \$ 5,441.25 |
| No such street in Manvel           | \$ 1,950.00 |
| Rodeo Palms                        | \$ 554.82   |
| Cobblestone Park Apartments? - ETJ | \$ 3,382.00 |
| Southfork - ETJ                    | \$ 2,066.56 |
| Rodeo Palms                        | \$ 120.56   |
| Southfork - ETJ                    | \$ 3,100.00 |
| Rodeo Palms                        | \$ 3,850.00 |
| Southfork - ETJ                    | \$ 4,938.48 |
| Cobblestone Park Apartments? - ETJ | \$ 1,591.56 |
| Rodeo Palms                        | \$ 3,390.00 |
| Rodeo Palms                        | \$ 4,032.06 |
| Rodeo Palms                        | \$ 444.58   |
| Bluewater Lakes                    | \$ 4,970.00 |

Revised amount in city limits

**\$ 22,803.27**



# City of Manvel

P. O. Box 187  
20025 HWY 6  
Manvel, Texas 77578

(281) 489-0630  
Fax (281) 489-0634

## AGENDA REQUEST

### REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

|                                |                          |              |                          |      |                          |
|--------------------------------|--------------------------|--------------|--------------------------|------|--------------------------|
| Planning, Development & Zoning | <input type="checkbox"/> | City Council | <input type="checkbox"/> | Both | <input type="checkbox"/> |
|--------------------------------|--------------------------|--------------|--------------------------|------|--------------------------|

Date of Request: \_\_\_\_\_

YOUR REQUEST WILL BE PLACED ON THE NEXT AVAILABLE MEETING DATE. MEETINGS ARE SECOND AND FOURTH MONDAYS FOR PLANNING, DEVELOPMENT & ZONING AND FIRST AND THIRD MONDAYS FOR CITY COUNCIL. THE AGENDAS ARE POSTED TO THE GENERAL PUBLIC AT MANVEL CITY HALL AND ON OUR WEBSITE AT [www.cityofmanvel.com](http://www.cityofmanvel.com). THE AGENDA IS POSTED AND WILL REMAIN POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF THE MEETING. PLEASE CHECK THE BOARD FOR YOUR MEETING SCHEDULE. WE STRONGLY ENCOURAGE YOU TO ATTEND THE MEETING FOR QUESTIONS AND ANSWERS. IF YOU ARE UNABLE TO ATTEND ACTION MAY BE TABLED UNTIL THE FOLLOWING MEETING.

Person to Speak: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Request and Physical Address:

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#### Plats:

Preliminary \_\_\_\_\_

Final \_\_\_\_\_

ALL DOCUMENTATION AND FEES ASSOCIATED WITH THIS AGENDA REQUEST MUST BE SUBMITTED ACCORDING TO THE MEETING SUBMITTAL SCHEDULE WHICH CAN BE FOUND ON OUR WEBSITE. BY SIGNING THIS AGENDA REQUEST FORM I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGENDA REQUEST FORM.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**DEVELOPMENT SERVICES DEPARTMENT**

20025 HIGHWAY 6  
MANVEL, TX 77578  
281-489-0630

**Planning, Development and Zoning Commission Plat Report**

|                              |                                                     |
|------------------------------|-----------------------------------------------------|
| <b>Plat Name</b>             | Meridiana Retail Detention Reserve No. 1 Final Plat |
| <b>Applicant</b>             | Lacey Bell, EHRA, Inc.                              |
| <b>PD&amp;Z Meeting Date</b> | May 10, 2021                                        |
| <b>Recommendation</b>        | Approval                                            |
| <b>Submitted By</b>          | Jessica Rodriguez, Director of Development Services |

**Staff Recommendation**

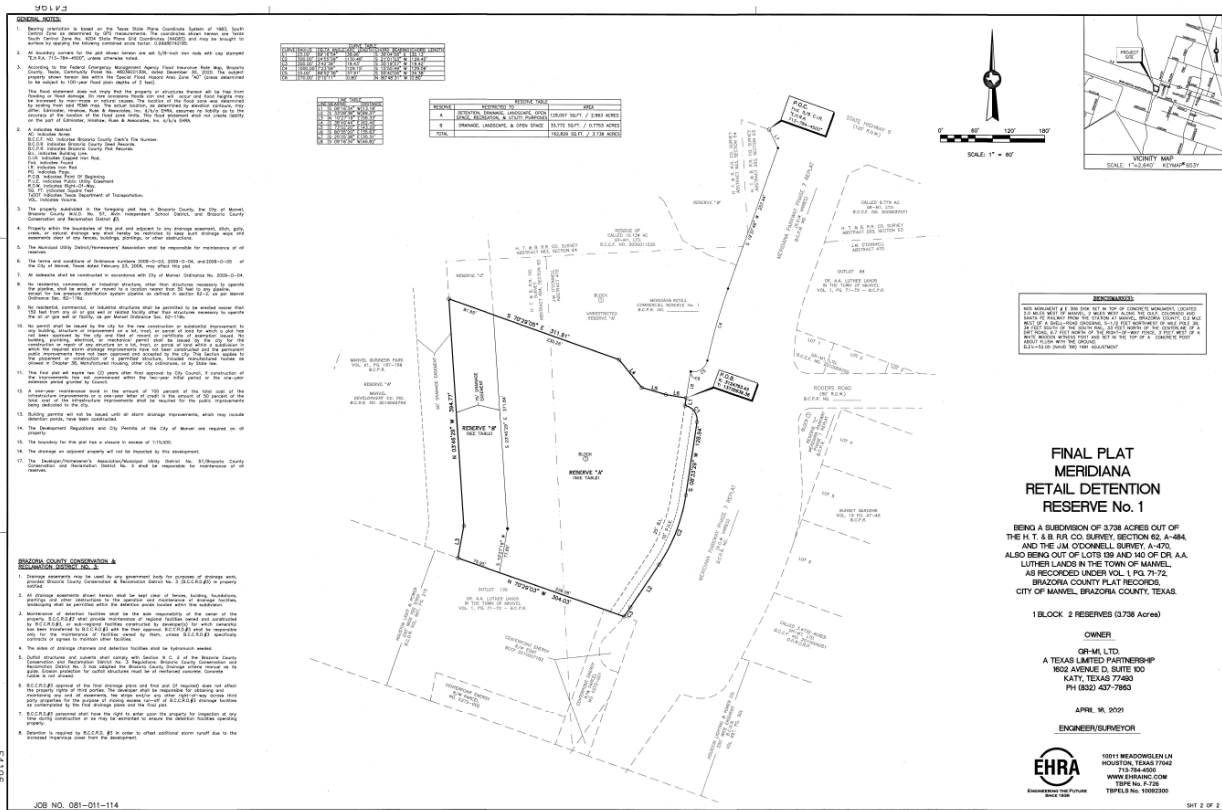
The City staff recommends approval of the Meridiana Retail Detention Reserve No.1 Final Plat.

## Plat Exhibit

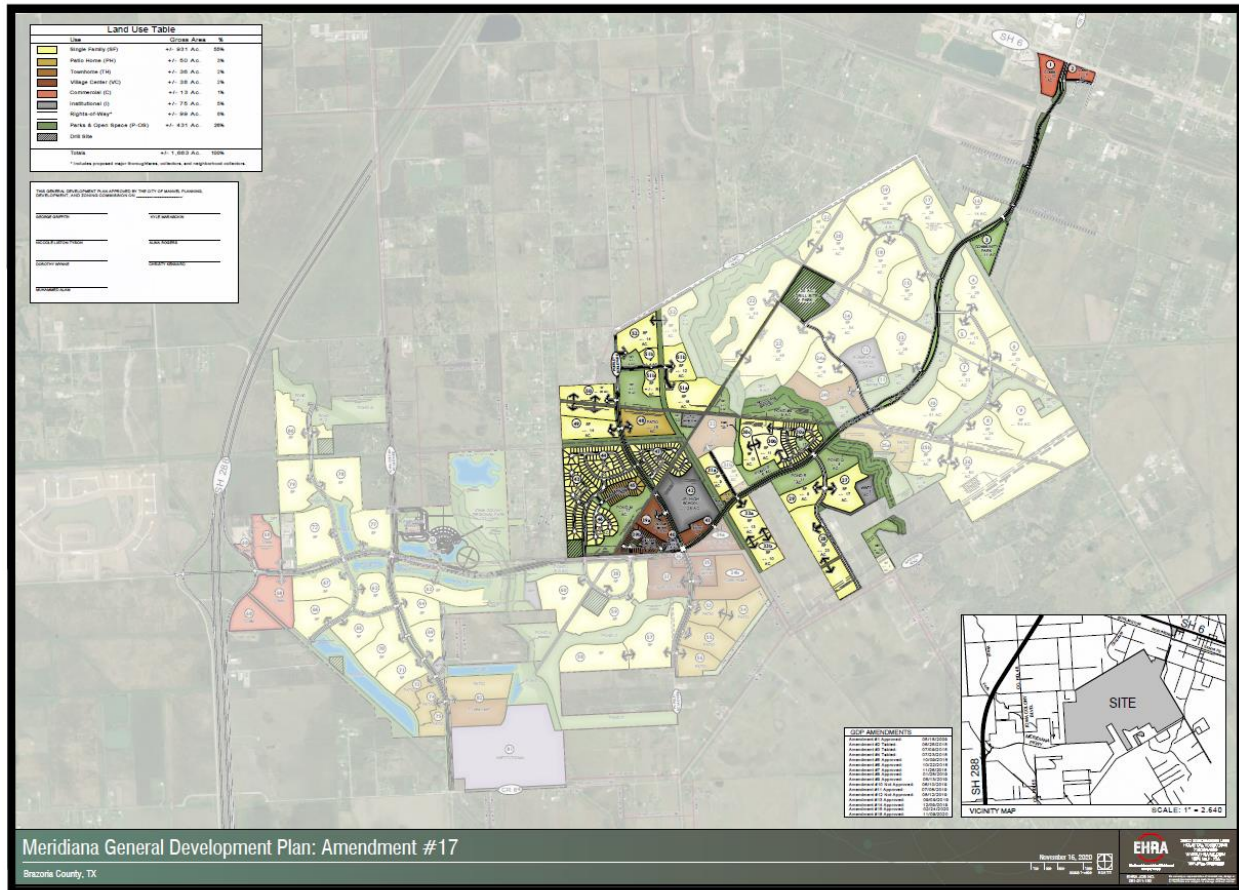
[illegible]



### Plat Exhibit



**Meridiana General Development Plan Amendment No. 17 (date November 16, 2020)**



STATE OF TEXAS }  
COUNTY OF BRAZORIA }

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, Vice President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, Meridiana Retail Detention Reserve No. 1, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, Owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Retail Detention Reserve No. 1 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, Vice President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized, this 24th day of February, 2021.

OWNER

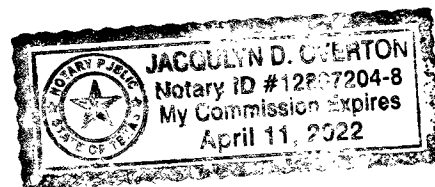
GR-M1, LTD., A Texas Limited Partnership  
By: Rise Communities, LLC,  
A Nevada Limited Liability Company,  
Authorized Agent

BY: [Signature]  
Print Name: Matt Lawson  
Title: Vice President

STATE OF TEXAS }  
COUNTY OF HARRIS }

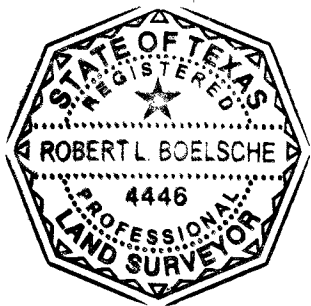
BEFORE ME, the undersigned authority, on this day personally appeared Matt Lawson, Vice President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of February, 2021.



[Signature]  
Notary Public in and for the  
State of Texas  
My Notary Commission Expires April 11, 2022

I, Robert Boelsche, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this subdivision is true and correct; was prepared from an actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveyors; that the plat boundary corners have been tied to the nearest street intersection; that the boundary corners, angle points, points of curvature/tangency and interior corners of this subdivision were not set at the time this plat was signed by me and that these corners are to be set after construction of the public infrastructure and final lot grading within the subdivision; and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum of 5/8-inch diameter iron rod with surveyor's cap.



[Signature]  
Robert Boelsche, Registered Professional Land Surveyor  
Texas Registration No. 4446

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this plat of Meridiana Retail Detention Reserve No. 1 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of Meridiana Retail Detention Reserve No. 1 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Council

METES AND BOUNDS DESCRIPTION  
MERIDIANA RETAIL DETENTION RESERVE NO. 1  
BEING 3.738 ACRES OF LAND SITUATED IN THE  
H. T. & B. R.R. CO. SURVEY, SECTION 62, ABSTRACT 484,  
AND THE J.M. O'DONNELL SURVEY, ABSTRACT 470,  
BRAZORIA COUNTY, TEXAS

A 3.738 ACRE TRACT OF LAND SITUATED IN THE H. T. & B. R.R. CO. SURVEY, SECTION 62, ABSTRACT 484, AND THE J.M. O'DONNELL SURVEY, ABSTRACT 470, BRAZORIA COUNTY, TEXAS, BEING A PORTION OUT OF LOTS 139 AND 140 OF DR. A.A. LUTHER LANDS IN THE TOWN OF MANVEL, A SUBDIVISION AS PER PLAT RECORDED IN VOLUME 1, PAGES 71-72 OF THE BRAZORIA COUNTY PLAT RECORDS AND BEING OUT OF THAT CERTAIN TRACT OF LAND CALLED 10.134 ACRES DESCRIBED IN DEED TO GR-M1, LTD. RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. (B.C.C.F. NO.) 2009011530; SAID 3.738 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" at the intersection of the westerly right-of-way line of Meridiana Parkway (a variable width right-of-way based on the plat of Meridiana Parkway Phase 7 Replat) with the southerly right-of-way line of State Highway 6 (120 foot wide);

THENCE, along the westerly right-of-way line of Meridiana Parkway (based on the plat of Meridiana Parkway Phase 7 Replat) the following six (6) courses and distances:

1) THENCE, South 25°25'38" East, for a distance of 35.31 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" for corner;

2) THENCE, South 19°37'48" West, for a distance of 257.44 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" marking a point for curvature to the left;

3) THENCE, in a southwesterly direction along the arc of said curve to the left having a radius of 1000.00 feet, a central angle of 07°23'59", an arc length of 129.15 feet, and a chord bearing of South 15°55'49" West, for a distance of 129.06 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" marking a point for reverse curvature to the right;

4) THENCE, in a southwesterly direction along the arc of said reverse curve to the right having a radius of 25.00 feet, a central angle of 86°52'36", an arc length of 37.31 feet, and a chord bearing of South 55°40'06" West, for a distance of 34.38 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" marking a point for compound curvature to the right;

5) THENCE, in a northwesterly direction along the arc of said compound curve to the right having a radius of 270.00 feet, a central angle of 00°10'11", an arc length of 0.80 feet, and a chord bearing of North 80°48'31" West, for a distance of 0.80 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" for corner;

6) THENCE, South 09°16'34" West, for a distance of 46.82 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the POINT OF BEGINNING of the herein described tract of land;

THENCE, along the westerly right-of-way line of Meridiana Parkway (based on the plat of Meridiana Parkway Phase 7 Replat) the following six (6) courses and distances:

7) THENCE, South 09°16'34" West, for a distance of 13.18 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the arc of a curve to the right;

8) THENCE, in a southeasterly direction along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 89°16'54", an arc length of 38.96 feet, and a chord bearing of South 36°04'58" East, for a distance of 35.13 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;

9) THENCE, South 08°33'29" West, for a distance of 128.94 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for curvature to the right;

10) THENCE, in a southwesterly direction along the arc of said curve to the right having a radius of 300.00 feet, a central angle of 24°55'09", an arc length of 130.48 feet, and a chord bearing of South 21°01'03" West, for a distance of 129.45 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for tangency;

11) THENCE, South 33°28'38" West, for a distance of 89.37 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for curvature to the right;

12) THENCE, in a southwesterly direction along the arc of said curve to the right having a radius of 300.00 feet, a central angle of 03°42'38", an arc length of 19.43 feet, and a chord bearing of South 35°19'57" West, for a distance of 19.42 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

13) THENCE, North 70°29'03" West, passing at 228.08 feet a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for reference, and continuing for a total distance of 304.03 feet to a point in a drainage ditch for the southwesterly corner of the herein described tract being the southeasterly corner of Reserve "A" of Manvel Business Park, as per the plat recorded in Volume 21, Pages 187-188 of the Brazoria County Plat Records;

14) THENCE, North 10°27'19" East, in an upstream direction with the said drainage ditch along the east line of Manvel Business Park for a distance of 56.33 feet to a point for corner;

15) THENCE, North 03°46'29" West, continuing in an upstream direction with the said drainage ditch along the east line of Manvel Business Park for a distance of 394.77 feet to a point for corner;

16) THENCE, South 70°29'05" East, passing at 81.65 feet a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for reference, and continuing for a total distance of 311.91 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

17) THENCE, South 38°49'44" East, for a distance of 62.49 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

18) THENCE, South 73°52'20" East, for a distance of 43.29 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

19) THENCE, South 80°35'20" East, for a distance of 35.63 feet to the POINT OF BEGINNING and containing 3.738 acres of land.

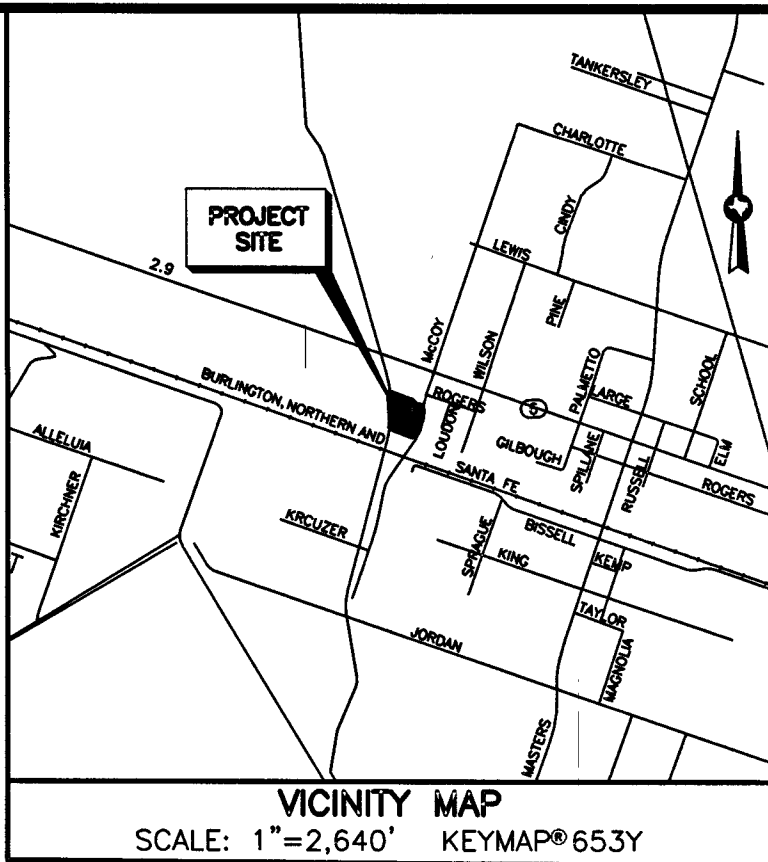
THIS IS TO CERTIFY THAT BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NO. 3 HAS APPROVED THE PLAT OF Meridiana Retail Detention Reserve No. 1 AS SHOWN HEREON ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

[Signature] DATE  
RICKY KUBECZKA  
COMMISSIONER

[Signature] DATE  
ALFRED PROBERG, JR.  
COMMISSIONER

[Signature] DATE  
JODY SCHUBI  
COMMISSIONER

[Signature] DATE  
DONG NGUYEN, P.E., C.F.M.  
DISTRICT ENGINEER



## FINAL PLAT MERIDIANA RETAIL DETENTION RESERVE No. 1

BEING A SUBDIVISION OF 3.738 ACRES OUT OF  
THE H. T. & B. R.R. CO. SURVEY, SECTION 62, A-484,  
AND THE J.M. O'DONNELL SURVEY, A-470,  
ALSO BEING OUT OF LOTS 139 AND 140 OF DR. A.A.  
LUTHER LANDS IN THE TOWN OF MANVEL,  
AS RECORDED UNDER VOL. 1, PG. 71-72,  
BRAZORIA COUNTY PLAT RECORDS,  
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

1 BLOCK 2 RESERVES (3.738 Acres)

OWNER

GR-M1, LTD.  
A TEXAS LIMITED PARTNERSHIP  
1602 AVENUE D, SUITE 100  
KATY, TEXAS 77493  
PH (832) 437-7863

APRIL 16, 2021

ENGINEER/SURVEYOR



ENGINEERING THE FUTURE  
SINCE 1936

10011 MEADOWGLEN LN  
HOUSTON, TEXAS 77042  
713-784-4500  
WWW.EHRAINCO.COM  
TBPE No. F-726  
TBPELS No. 10092300

JOB NO. 081-011-114

PATH:R:\2008\081-011-114\DRAWING\PLAT\081011114V-PLFP-RET.DET.RES. NO.1 BY:SVJ DATE:2021-1-12

SHT 1 OF 2

E4196



**GENERAL NOTES:**

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986742185.
  - All boundary corners for the plat shown hereon are set 5/8-inch iron rods with cap stamped "E.H.R.A. 713-784-4500", unless otherwise noted.
  - According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 4805900130K, dated December 30, 2020, The subject property shown hereon lies within the Special Flood Hazard Area Zone "AO" (areas determined to be subject to 100-year flood plain depths of 2 feet).
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- A indicates Abstract  
AC. indicates Acres  
B.C.C.F. NO. indicates Brazoria County Clerk's File Number.  
B.C.D.R. indicates Brazoria County Deed Records.  
B.C.P.R. indicates Brazoria County Plat Records.  
B.L. indicates Building Line.  
C.I.R. indicates Capped Iron Rod.  
Fnd. indicates Found.  
I.R. indicates Iron Rod.  
Pg. indicates Page.  
P.O.B. indicates Point of Beginning.  
P.U.E. indicates Public Utility Easement.  
R.O.W. indicates Right-Of-Way.  
SQ. FT. indicates Square Feet.  
TXDOT indicates Texas Department of Transportation.  
VOL. indicates Volume.
  - The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 57, Alvin Independent School District, and Brazoria County Conservation and Reclamation District #3.
  - Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of any fences, buildings, plantings, or other obstructions.
  - The Municipal Utility District/Homeowners' Association shall be responsible for maintenance of all reserves.
  - The terms and conditions of Ordinance numbers 2009-0-03, 2009-0-04, and 2009-0-05 of the City of Manvel, Texas dated February 23, 2009, may affect this plat.
  - All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009-0-04.
  - No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116a.
  - No residential, commercial, or industrial structures shall be permitted to be erected nearer than 150 feet from any oil or gas well or related facility other than structures necessary to operate the oil or gas well or facility, as per Manvel Ordinance Sec. 62-116b.
  - No permit shall be issued by the city for the new construction or substantial improvement to any building, structure or improvement on a lot, tract, or parcel of land for which a plat has not been approved by the city and filed of record or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by the city for the construction or repair of any structure on a lot, tract, or parcel of land within a subdivision in which the required storm drainage improvements have not been constructed and the permanent public improvements have not been approved and accepted by the city. This Section applies to the placement or construction of a permitted structure, including manufactured homes as allowed in Chapter 38, Manufactured Housing, other city ordinances, or by State law.
  - This final plat will expire two (2) years after final approval by City Council, if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by Council.
  - A one-year maintenance bond in the amount of 100 percent of the total cost of the infrastructure improvements or a one-year letter of credit in the amount of 50 percent of the total cost of the infrastructure improvements shall be required for the public improvements being dedicated to the city.
  - Building permits will not be issued until all storm drainage improvements, which may include detention ponds, have been constructed.
  - The Development Regulations and City Permits of the City of Manvel are required on all property.
  - The boundary for this plat has a closure in excess of 1:15,000.
  - The drainage on adjacent property will not be impacted by this development.
  - The Developer/Homeowner's Association/Municipal Utility District No. 57/Brazoria County Conservation and Reclamation District No. 3 shall be responsible for maintenance of all reserves.

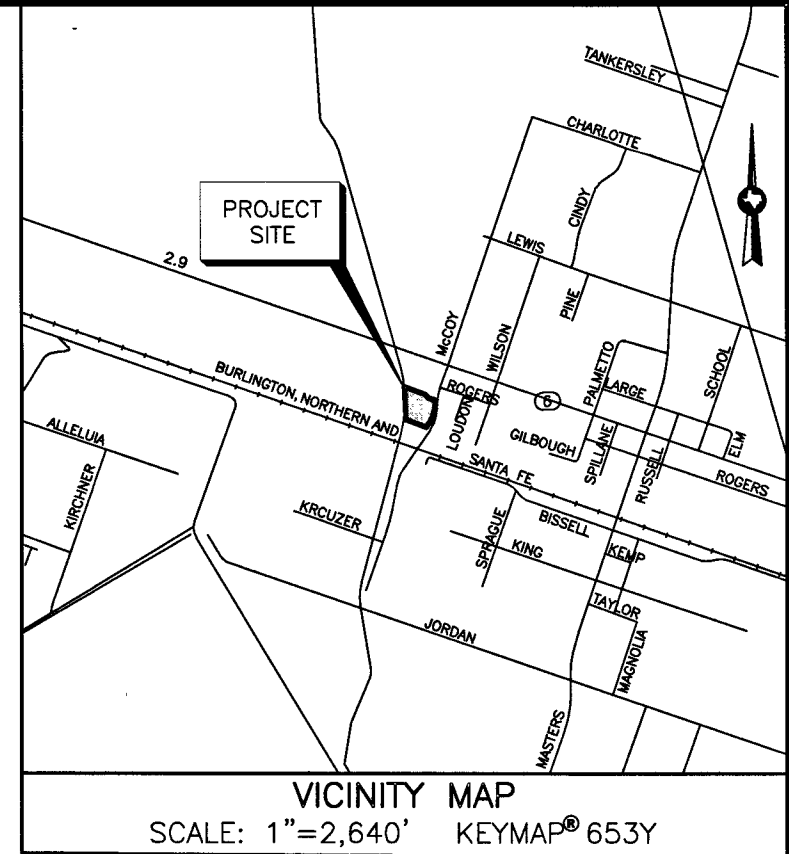
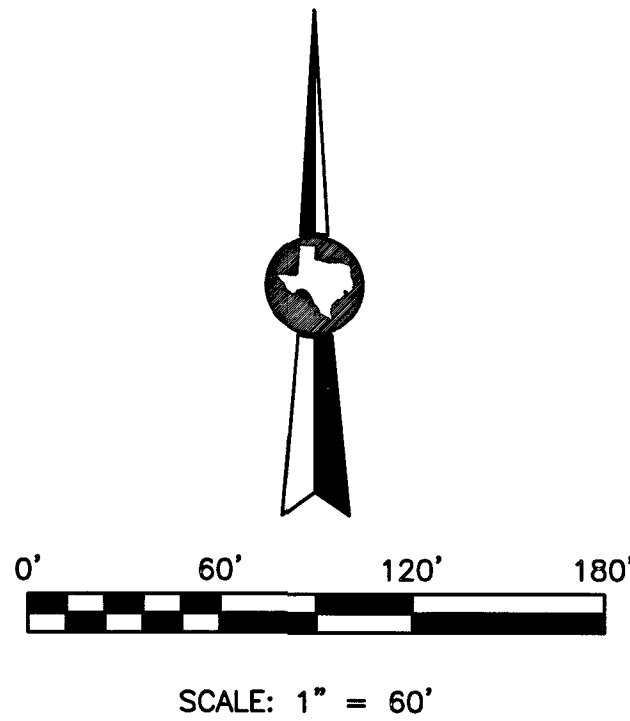
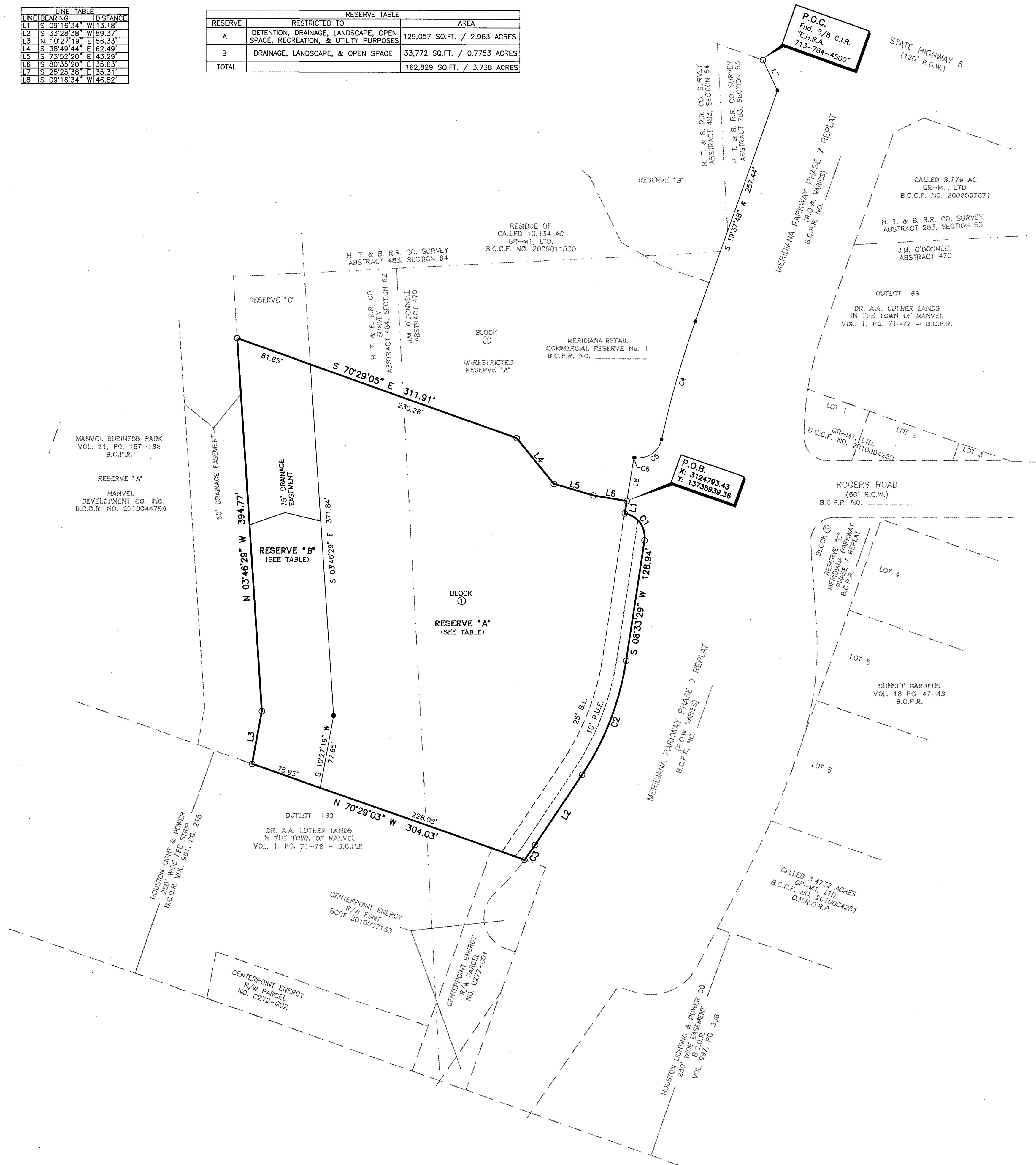
**BRAZORIA COUNTY CONSERVATION & RECLAMATION DISTRICT NO. 3:**

- Drainage easements may be used by any government body for purposes of drainage work, provided Brazoria County Conservation & Reclamation District No. 3 (B.C.C.R.D.#3) is properly notified.
- All drainage easements shown hereon shall be kept clear of fences, building, foundations, plantings and other obstructions to the operation and maintenance of drainage facilities, landscaping shall be permitted within the detention ponds located within this subdivision.
- Maintenance of detention facilities shall be the sole responsibility of the owner of the property. B.C.C.R.D.#3 shall provide maintenance of regional facilities owned and constructed by B.C.C.R.D.#3, or sub-regional facilities constructed by developer(s) for which ownership has been transferred to B.C.C.R.D.#3 with their approval. B.C.C.R.D.#3 shall be responsible only for the maintenance of facilities owned by them, unless B.C.C.R.D.#3 specifically contracts or agrees to maintain other facilities.
- The sides of drainage channels and detention facilities shall be hydromulch seeded.
- Outfall structures and culverts shall comply with Section III C, 2 of the Brazoria County Conservation and Reclamation District No. 3 Regulations. Brazoria County Conservation and Reclamation District No. 3 has adopted the Brazoria County Drainage criteria manual as its guide. Erosion protection for outfall structures must be of reinforced concrete. Concrete rubble is not allowed.
- B.C.C.R.D.#3 approval of the final drainage plans and final plat (if required) does not affect the property rights of third parties. The developer shall be responsible for obtaining and maintaining any and all easements, fee strips and/or any other right-of-way across third party properties for the purpose of moving excess run-off of B.C.C.R.D.#3 drainage facilities as contemplated by the final drainage plans and the final plat.
- B.C.C.R.D.#3 personnel shall have the right to enter upon the property for inspection at any time during construction or as may be warranted to ensure the detention facilities operating properly.
- Detention is required by B.C.C.R.D. #3 in order to offset additional storm runoff due to the increased impervious cover from the development.

| CURVE | RADIUS   | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|----------|-------------|------------|---------------|--------------|
| C1    | 25.00'   | 89°16'54"   | 38.96'     | S 36°04'58" E | 35.13'       |
| C2    | 300.00'  | 124°55'09"  | 130.48'    | S 21°01'03" W | 129.43'      |
| C3    | 300.00'  | 3°42'38"    | 19.43'     | S 35°19'57" W | 19.42'       |
| C4    | 1000.00' | 7°23'59"    | 129.15'    | S 15°55'49" W | 129.06'      |
| C5    | 25.00'   | 86°52'36"   | 37.91'     | S 85°40'06" W | 34.38'       |
| C6    | 270.00'  | 0°10'11"    | 0.60'      | N 89°48'51" W | 0.60'        |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 09°16'34" W | 13.18'   |
| L2   | S 33°28'38" W | 89.37'   |
| L3   | N 10°27'19" E | 56.33'   |
| L4   | S 38°49'44" E | 62.49'   |
| L5   | S 73°52'20" E | 43.29'   |
| L6   | S 80°35'20" E | 35.63'   |
| L7   | S 25°23'38" E | 35.31'   |
| L8   | S 09°16'34" W | 46.82'   |

| RESERVE | RESTRICTED TO                                                              | AREA                         |
|---------|----------------------------------------------------------------------------|------------------------------|
| A       | DETENTION, DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES | 129,057 SQ.FT. / 2.963 ACRES |
| B       | DRAINAGE, LANDSCAPE, & OPEN SPACE                                          | 33,772 SQ.FT. / 0.7753 ACRES |
| TOTAL   |                                                                            | 162,829 SQ.FT. / 3.738 ACRES |



**BENCHMARK(S):**  
NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.  
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

## FINAL PLAT MERIDIANA RETAIL DETENTION RESERVE No. 1

BEING A SUBDIVISION OF 3.738 ACRES OUT OF  
THE H. T. & B. R.R. CO. SURVEY, SECTION 62, A-484,  
AND THE J.M. O'DONNELL SURVEY, A-470,  
ALSO BEING OUT OF LOTS 139 AND 140 OF DR. A.A.  
LUTHER LANDS IN THE TOWN OF MANVEL,  
AS RECORDED UNDER VOL. 1, PG. 71-72,  
BRAZORIA COUNTY PLAT RECORDS,  
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

1 BLOCK 2 RESERVES (3.738 Acres)

**OWNER**

GR-MI, LTD.  
A TEXAS LIMITED PARTNERSHIP  
1602 AVENUE D, SUITE 100  
KATY, TEXAS 77493  
PH (832) 437-7863

APRIL 16, 2021

ENGINEER/SURVEYOR



10011 MEADOWGLEN LN  
HOUSTON, TEXAS 77042  
713-784-4500  
WWW.EHRAINCO.COM  
TBPE No. F-726  
TBPELS No. 10092300

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF BRAZORIA   §

**INTERLOCAL AGREEMENT**  
**BETWEEN BRAZORIA COUNTY AND THE CITY OF MANVEL**  
**IS21-0014**

This Agreement is made between BRAZORIA COUNTY and the CITY OF MANVEL hereinafter referred to as the COUNTY and CITY respectively.

**RECITALS**

WHEREAS, the CITY wishes to pave all roads as listed on Exhibit "B"; and

WHEREAS, the CITY has requested the COUNTY'S assistance to providing labor and equipment to pave all roads as listed on Exhibit "B"; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.015, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to mill and overlay all the roads for the CITY as listed on Exhibit "B".
- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY'S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY's costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.
- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.



- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the President acting pursuant to authorizations of its Board of Trustees.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

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

CITY OF MANVEL  
MAYOR

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

BRAZORIA COUNTY  
COUNTY JUDGE

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

Date signed: 4/27/21

City of Marvel  
Interlocal Agreement Project Request Summary FY-21

| STREET/LOCATION | LIMITS<br>(TO - FROM)           | LENGTH<br>(FT) | WIDTH<br>(FT) | WORK DESCRIPTION<br>(Major Street Projects ONLY) | FOR OFFICE<br>USE ONLY |
|-----------------|---------------------------------|----------------|---------------|--------------------------------------------------|------------------------|
| Wilson          | FROM: SH6<br>TO: Lewis Lane     | 1,800          | 26            | Emulsion injected paving                         |                        |
| Clark           | FROM: Jordan<br>TO: City Limits | 6,750          | 26            | Emulsion injected paving                         |                        |
|                 |                                 |                |               |                                                  |                        |
|                 |                                 |                |               |                                                  |                        |
|                 |                                 |                |               |                                                  |                        |
|                 |                                 |                |               |                                                  |                        |
|                 |                                 |                |               |                                                  |                        |

Note: Each page submitted must be approved by the Mayor.  
Return to: County Engineer's Office

**RECEIVED**

JAN 04 2021

ENGINEERING DEPT.

Please return your completed Project  
Request to the attention of Mandie  
Kelly prior to December 15, 2020.

1

*Kyle D. Dwyer*  
Approved By: Mayor  
City Manager

Materials Cost Estimate for Project: *Wilson*

| <i>Limits</i> | <i>Len</i> | <i>Pct</i> | <i>Ctr</i> | <i>Area</i> | <i>Priority</i> | <i>Type</i> | <i>FY</i> |
|---------------|------------|------------|------------|-------------|-----------------|-------------|-----------|
|               | 0.34       | 3          | Alv        | Nor         | 3               | IM          | 2021      |

| Item Description      | Len_Mi | Wid_Ft | Thk_In | Rate | Rate Unit | Qty   | Unit | Price | ItemCost |
|-----------------------|--------|--------|--------|------|-----------|-------|------|-------|----------|
| ABS-65                | 0.34   | 22     |        | 1.4  | Gal/SqYd  | 6,162 | Gal  | 2.19  | 13,494   |
| Base - crushed concr. | 0.34   | 22     | 6      |      |           | 1,446 | Ton  | 18.62 | 26,921   |
| CSS1 for prime        | 0.34   | 22     |        | 0.1  | Gal/SqYd  | 440   | Gal  | 1.50  | 660      |
| Asphalt - HMAC Type D | 0.34   | 20     | 2.5    |      |           | 548   | Ton  | 57.80 | 31,654   |

|                      |               |
|----------------------|---------------|
| <b>Project Cost:</b> | <b>72,729</b> |
|----------------------|---------------|

Materials Cost Estimate for Project: *Clark*

| Limits | Len  | Pct | Ctr | Area | Priority | Type | FY   |
|--------|------|-----|-----|------|----------|------|------|
|        | 1.28 | 2   | Alv | Nor  | 3        | IM   | 2021 |

| Item Description      | Len_Mi | Wid_Ft | Thk_In | Rate | Rate Unit | Qty    | Unit | Price | ItemCost |
|-----------------------|--------|--------|--------|------|-----------|--------|------|-------|----------|
| ABS-65                | 1.28   | 26     |        | 1.4  | Gal/SqYd  | 27,291 | Gal  | 2.19  | 59,768   |
| Base - crushed concr. | 1.28   | 26     | 6      |      |           | 6,404  | Ton  | 18.62 | 119,237  |
| CSS1 for prime        | 1.28   | 26     |        | 0.1  | Gal/SqYd  | 1,949  | Gal  | 1.50  | 2,924    |
| Asphalt - HMAC Type D | 1.28   | 26     | 2.5    |      |           | 2,668  | Ton  | 57.80 | 154,222  |

|                      |                |
|----------------------|----------------|
| <b>Project Cost:</b> | <b>336,152</b> |
|----------------------|----------------|

THE STATE OF TEXAS §  
COUNTY OF BRAZORIA §  
CITY OF MANVEL §

LARRY AKERY, COUNCIL PLACE 1  
LORRAINE HEHN, COUNCIL PLACE 2  
NICOLE TYSON, COUNCIL PLACE 3  
DAN DAVIS, COUNCIL PLACE 4  
JASON ALBERT, COUNCIL PLACE 5  
JEROME HUDSON, COUNCIL PLACE 6



**DEBRA DAVISON, MAYOR**

KYLE JUNG, CITY MANAGER  
TAMMY BELL, CITY SECRETARY

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City of Manvel will convene a regular City Council meeting Via Teleconference for the purpose of discussing and if appropriate, take action with respect to the following items:

**This meeting will be open to the public via teleconference City Hall will be CLOSED to the public.**

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

**Members of the public are entitled to participate remotely via Microsoft Teams Teleconferencing.**

**Citizens may join the Meeting in listen mode only by calling 210-469-0207 or Toll Free 1-877-257-2190 and entering the Meeting ID: 985 194548#**

## MINUTES 5-3-2021

### **Workshop Session**

Mayor Davison called the workshop of the Manvel City Council to order at 6:00 p.m. Those in attendance were:

**Present:** Mayor Debra Davison

Council Member Place 1 Larry Akery  
Council Member Place 2 Lorraine Hehn  
Council Member Place 3 Niccole Tyson  
Council Member Place 4 Dan Davis  
Council Member Place 5 Jason Albert  
Council Member Place 6 Jerome Hudson

Discussion on Capital Projects Fund

Discussion on a Grant Writing Policy as requested at the April 19, 2021 City Council Meeting.

Discussion on any subject addressed on the Agenda for May 3, 2021.

Mayor Davison adjourned the workshop at 6:54 p.m.



## **Regular Session**

### **Call To Order**

Mayor Davison called the meeting of the Manvel City Council to order at 7:00 p.m. Those in attendance were:

**Present:** Mayor Debra Davison

Council Member Place 1 Larry Akery  
Council Member Place 2 Lorraine Hehn  
Council Member Place 3 Niccole Tyson  
Council Member Place 4 Dan Davis  
Council Member Place 5 Jason Albert  
Council Member Place 6 Jerome Hudson

**Absent:**

**Also Present:**

### **Inspirational Reading - Council Member Larry Akery**

#### **Pledge**

Pledge of Allegiance and Texas Pledge: "Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible.

#### **Citizen Comments: "Comment Card" Required**

*\*\*\*Members of the public who wish to submit written comments on a listed agenda item must submit their comments via the Public Comment Request Form found on the city website, [www.cityofmanvel.com](http://www.cityofmanvel.com) or by emailing [hell@cityofmanvel.com](mailto:hell@cityofmanvel.com) by calling 281-489-0630 x4 for staff assistance.*

Nancy Friudenberg - spoke on agenda item # 2, and provided the following statement;

My name is Nancy Friudenberg. I am the Director of the Brazoria County Community Development Program, which oversees the County's H.U.D. (Housing and Urban Development) C.D.B.G. (Community Development Block Grant), HOME and E.S.G. (Emergency Solutions Grant), along with all H.U.D. funded Disaster Recovery and CARES Act funding for the County. These funds are allocated to the various Cities wishing to participate in the program - there are 20 Brazoria County cities participating at this time. The C.D.B.G. grant funds public service organizations, as well as infrastructure in low to moderate-income areas. The HOME grant funds home rehab and/or reconstruction to individual low to moderate residents (i.e., as of 4/1/21, the moderate-income for a family of 4 is \$77,300). The E.S.G. grant supports homeless prevention with rental and utility assistance, as well as rapid re- housing to help the homeless with deposits and rent. In addition to the regular allocated grant money, Brazoria County is awarded disaster relief for participating jurisdiction's residents. This year, these funds have assisted Manvel residents with \$47, 499.68 in rental and utility assistance, which they would not have been eligible to receive if not for the City's participation.

Even if the City does not choose to participate in the regular allocation, participating in the program will allow Manvel's residents to be included in any individual funding opportunities that they may be eligible for (rent and utility assistance, housing rehab, etc.). The individual resident need only show proof of residency and need and our department oversees all programs pertaining to this portion of the funding, as was done in the above-mentioned assistance. This is a significant benefit to your residents, with absolutely no liability or work on the behalf of Manvel.

Adrian Gaspar -

As a citizen and former councilman, expressed that there is no transparency. The citizens need accountability.

#### **Presentation**

Proclamation - May 2, 2021-May 8, 2021  
Municipal Clerks Week

## City Manager Update

Update on current events and city issues.

Update on Covid numbers:

2302 Total, 57 Confirmed, 29 Probable, 2196 Recovered, 20 Deaths

## Regular Agenda

1. Consideration and possible action to approve scheduling a special called City Council Meeting on May 10, 2021 at 6:00 p.m. to Canvass the May 1, 2021 General Election.

Council Member Davis made the motion to approve. Council Member Tyson seconded the motion. The motion carried with a vote:

Vote: 7-0

Yes: Mayor Debra Davison, Council Member Larry Akery, Council Member Lorraine Hehn, Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert, and City Council Member Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

2. Consideration and possible action to approve the Notice to Withdraw as a participating jurisdiction in the Brazoria County CDBG and Home Program for Federal FY 2022-2024 and authorize the City Manager to execute the withdraw form.

C.D.B.G. block grants are for low to moderate income individuals. In the past these funds have been used to extend a Waterline on Rogers, and a Waterline on Lewis. There are some requirements that deal with affirmative fair housing. Under the new A.F.F.H. program there was not enough affordable housing in their community. They were forced to approve areas of affordable housing. By accepting C.D.B.G. funds this could later be an issue. GLOW funds are also H.U.D. dollars. If accepted this could weaken the land use ordinance.

Dan - Why was the council only given one document in their packet. Home program helped families in Manvel during COVID with over \$47,000. If we opt out, those families would not be able to participate. Passionate about this because of personal issues his family endured when he was unemployed for 6 months last year.

Larry - Was unfamiliar with families being able to get assistance. Not in favor of affecting families in need. Confused about how this affects the City's land use.

Mayor - The City cannot have it both ways. If we participate it weakens the land use regulations "zoning" the City currently has.

Nancy Friudenberg - A.S.F.H. will not affect the city land use. Will not restrict City from being able to add subdivisions and will not force the City to have affordable housing.

Mayor - Since Manvel is not built out and has vast areas of land available, this could be a problem in the future.

Jason - Profoundly disappointed that the Council did not get all the documentation in their packets to make an educated vote.

Lorraine - Wants to see more data on what resources the citizens of Manvel have access to. Issues with "nothing is free"; H.U.D. money does not come without strings. Manvel has a large amount of land to develop and doesn't want to have issues in the future with the development.

City Manager - Wants to ensure that Council has the choice to make decisions and is not forced

Mayor Davison made the motion to not opt out of the C.D.B.G. program at this time. Council Member Albert seconded the motion.

The motion carried with a vote:

Vote: 7-0

Yes: Mayor Debra Davison, Council Member Larry Akery, Council Member Lorraine Hehn, Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert, and City Council Member Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

3. Consideration and possible action to direct staff regarding available funding from the General Land Office (GLO) and Brazoria County. (Requested by Council Member Davis)

Dan Davis - Wants to know why the City opted out of these funds for a SCADA system that was previously approved. Concerned again with lack of documentation included with the agenda to City Council.

City Manager - Concerns over H.U.D. funding requirements with these G.L.O. funds.

Lorraine - Is not interested in any H.U.D. monies that will jeopardize the City's land use but would also have liked to have seen more information beforehand.

Jason - Council decides policy. Wanted to know beforehand what strings are attached to these monies, what policies the police department would have been forced to hold to, in order to have been able to make a more informed decision.

Mayor Davison made a motion to give direction to staff to reach out to the General Land Office (G.L.O.) to see if funds are still available and if so requested that staff bring a complete package back to city council to take action on and authorize a special meeting if needed. Council Member Albert seconded the motion.

The motion carried with a vote:

Vote: 5-2

Yes: Council Member Larry Akery, Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: Mayor Debra Davison, Council Member Lorraine Hehn

Absent: None

Abstained: None

4. Consideration and possible action on a request by Meridiana to approve an appeal to the City's Designated Official's interpretation that the Meridiana General Development Plan Amendment #18 (as submitted to City Staff on March 24, 2021) does not adequately display "overall circulation" as required within the O-PUD agreement.

Discussion about emergency access easement.

Jessica Rodriguez, Development Director - there has generally been issues with circulation between sections in Meridiana. Needs to be open to both pedestrian and vehicular traffic.

Mayor to direct staff to go back and talk with Meridiana and bring back to next meeting.

Mayor Davison made the motion to table. Council Member Albert seconded the motion. The motion carried with a vote:

Vote: 6-0

Yes: Mayor Debra Davison, Council Member Larry Akery, Council Member Lorraine Hehn, Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert

No: None

Absent: Jerome Hudson

Abstained: None

5. Consideration and possible action to approve a Subdivision Variance to Chapter 62, Section 62- 119 (d) (1) and (2) Additional Street Requirement and authorize the Mayor to execute the Development Agreement for 0.8264 acres of property located at 7523 Russell Street.

The staff recommends approval with a development agreement with two conditions. The conditions include:

1. Developer may satisfy the requirement to construct one half of perimeter roadway, Gilbough Avenue, by escrowing funds to the City in the amount of construction, based upon the cost of construction estimated by the city engineer at the time of tender of the escrow funds. If the escrow funds are not used within 10 years of the approval of this Agreement, the funds shall be refunded to the current property owner at the time of refund. The escrow funds shall be due to the City at the earlier of: (a) before the certificate of occupancy is approved and issued for the existing building located at 7523 Russell Street; (b) upon further subdivision and/or platting of the Property by Developer or any successor in interest, (if no escrow has been tendered then one half of the road will be constructed to City standards as per subdivision ordinance); (c) within 90 days of the City giving notice that it will construct the roadway; and (d) upon the occurrence of the abutting property owners (along the 60-foot Gilbough Avenue right-of-way) developing or redeveloping the abutting property. Upon such occurrence, Developer or any successor in interest may either escrow funds or join in construction of the roadway with the abutting property owners; and 2. City shall record this agreement with the Brazoria County Clerk and evidence the agreement on a "plat note" on the plat of said Property. Developer shall be responsible for the cost of recordation.

Council Member Jason Albert made the motion to approve. Mayor Davis seconded the motion. The motion carried with a vote:

Vote: 7-0

Yes: Mayor Debra Davison, Council Member Larry Akery, Council Member Lorraine Hehn, Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert, and City Council Member Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

6. Staff update on the following Master Plans;
- a) Master Water Plan
  - b) Master Wastewater Plan
  - c) Master Drainage Plan

No deliverables as of yet.

Master Water Plan - HDR is working on. 32% complete. Phase one almost complete. Next Phase is water strategies. By the end of May, we will have a list of 5- and 10-year capital projects listing.

Master Wastewater Plan - Freese and Nichols at 40% having weekly meetings for updates.

Master Drainage - at 48% complete. Modeling c12 ditch to see what it can handle. This is at 48% as well.

### Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a City Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in sequence on the Agenda.

A) Approve Final Plat for Meridiana Cumulus Drive Phase 2;  
BEING A SUBDIVISION OF 2.358 ACRES; BEING A PARTIAL REPLAT OF A PORTION OF LOTS 6 & 7 OF LULLING STONE SECTION THREE, A SUBDIVISION AS PER PLAT RECORDED IN VOL. 22, PG. 231-234 OF THE BRAZORIA COUNTY PLAT RECORDS; OUT OF THE OLIVER HALL SURVEY, A-203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

B) Approve Final Plat for Meridiana Section 28A;  
BEING A SUBDIVISION OF 13.78 ACRES OUT OF THE OLIVER HALL SURVEY, ABSTRACT 203; ALSO BEING A PARTIAL REPLAT OF A PORTION OF LOTS 5, 6, & 7, OF LULLING STONE SECTION THREE, AS RECORDED IN VOL. 22, PG. 231-234, BRAZORIA COUNTY PLAT RECORDS, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

C) Approve Final Plat for Meridiana Section 33A;  
BEING A SUBDIVISION OF 13.75 ACRES OUT OF THE OLIVER HALL SURVEY, ABSTRACT 203, AND ALSO, BEING A REPLAT OF LOTS 1-2, BLOCK 1, OF LULLING STONE SECTION 3, AS RECORDED IN BRAZORIA COUNTY PLAT RECORDS VOL. 22, PG. 231-234, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

D) Approve Final Plat for Meridiana Detention Reserve T Phase 1,  
BEING A SUBDIVISION OF 14.03 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION 61, A-282, AND THE OLIVER HALL SURVEY, A-203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

E) Approve 30-day plat extension for a Preliminary Plat for Meridiana Inspiration Way Phase 2,  
BEING A SUBDIVISION OF 5.46 ACRES OUT OF THE OLIVER HALL SURVEY, A-203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

F) Approve a 30-day extension for the Plat for Meridiana Detention Reserve Y;  
BEING A SUBDIVISION OF 9.98 ACRES OUT OF THE OLIVER HALL SURVEY, A-203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

G) Approve a 30-day plat extension for the Preliminary Plat for Meridiana Section 10A;  
BEING A SUBDIVISION OF 12.94 ACRES OUT OF THE OLIVER HALL SURVEY, A- 203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

H) Approve a 30-day plat extension for the Preliminary Plat for Avellino Section 1;  
BEING A SUBDIVISION OF 50.753 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION NO. 71, A-291, IN BRAZORIA COUNTY, TEXAS; AND ALSO BEING A PARTIAL REPLAT OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOL. 2, PG. 81-82, B.C.P.R.

I) Approve second and final reading of Ordinance 2021-0-15;



**MANVEL CITY COUNCIL MEETING (5/3/2021)**

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FORMALLY ESTABLISHING AND RATIFYING THE ADMINISTRATIVE DEPARTMENTS OF THE CITY; APPROVING THE CITY OF MANVEL ORGANIZATIONAL CHART; PROVIDING AN EFFECTIVE DATE.

J) Concurrence with the City Managers decision to hire Gilbert Salas as Director of Community Services.

K) Approve meeting minutes to date.

Council Member Davis made the motion to approve the consent agenda items. Council Member Akery seconded the motion.

The motion carried with a vote:

Vote: 7-0

Yes: Mayor Debra Davison, Council Member Larry Akery, Council Member Lorraine Hehn, Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

Mayor Davison convened council into executive session at 8:59 pm

**Executive Session**

City Council will convene into Executive Session pursuant to Texas Government Code, Sec. 551.074. "Personnel Matters - to deliberate the appointment, employment, evaluation, and duties of a public officer or employee".

Kyle J. Jung, City Manager

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071: Consultation with attorney, and Texas Government Code, Section 551.087: "Deliberation Regarding Economic Development Negotiations" to discuss the following:

Discuss economic development incentives on the Sowell Property

Mayor Davison reconvened council from executive session at 10:41 p.m. There was no action taken.

**Mayor and Council Comments**

Update on current events and city issues.

Dan -

Congratulated Larry & Lorraine

Manvel's Kyle Tract reached NFL

Manvel High School track & field athletes qualified for state, which is a big accomplishment

Lorraine -

Husband has joined chamber and will be at ribbon cutting at Grazias Clubhouse

**Adjourn**

Mayor Davis made the motion to adjourn. Council Member Albert seconded the motion.

The motion carried with a vote:

Vote: 7-0

Yes: Mayor Debra Davison, Council Member Larry Akery, Council Member Lorraine Hehn, Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 5 Jason Albert, and City Council Member Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None