

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



KEITH BONNER, COUNCIL PLACE 1
 DAVID LANDS, COUNCIL PLACE 2
 HARRY OPLIGER, COUNCIL PLACE 3
 CARMYN ROBEY-ROBINSON, COUNCIL PLACE 4
 CRYSTAL SARMIENTO, COUNCIL PLACE 5
 GARRETT ROSSI KNOX, COUNCIL PLACE 6

DAN DAVIS, MAYOR
 DAN JOHNSON, CITY MANAGER
 TAMMY BELL, CITY SECRETARY



**NOTICE OF A CITY COUNCIL MEETING
 OF THE CITY OF MANVEL
 January 5, 2026**

**NOTICE IS HEREBY GIVEN
 5:00 P.M. WORKSHOP – 6:00 P.M. REGULAR SESSION**

Taxpayer Impact Statement

This statement shows the estimated annual property tax bill for a median-valued homestead in Manvel (\$359,719), comparing the previous FY tax rate, the no-new-revenue rate, and the adopted tax rate for FY 2025-2026.

Tax Rate Scenario	Tax Rate per \$100 Valuation	Estimated Annual Tax Bill	Difference from Previous FY
FY 2024-25	\$0.560000	\$2,014.43	—
No-New-Revenue Rate	\$0.539339	\$1,940.10	-\$74.33
Adopted Rate FY 2025-26 – \$0.56	\$0.560000	\$2,014.43	No change



Adopted Budget

A physical copy is available at City Hall and online at <https://cityofmanvel.news/AdoptedBudgetFY25-26>

QR to Budget

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the Manvel City Council will convene a regular meeting at the Manvel City Hall, located at **20031 Hwy 6, Manvel Tx 77578** for the purpose of discussing and if appropriate, take action with respect to the following items:

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 accommodation or interpreter services must be made 48 hours prior to the meeting. Please contact the City Secretary at 281-489-0630 x6 for further information.

CITY OF MANVEL MISSION STATEMENT

The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens.

Workshop Session

Presentation by Kendig Keast Collaborative on Manvel Strategic Plan, Comprehensive Plan Update and Thoroughfare Plan Update.

Discussion on any topic as listed on the current agenda.

Regular Session

Call To Order

Invocation

Inspirational Reading - Councilmember Bonner

Pledge

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

Presentations

Anish Senthil - Dementia Support Outreach

Holiday Contest Winners:

Holiday Lights:

Most Creative - Emily Judd

Classically Christmas - Gabriel Garza

Spirit of Laughter - Tiffany Ngo

Parade of Lights:

Spectacular Sparkles - Waste Masters of Texas

Community Spirit - Manvel Theatre Club

Best in Show - Michelle Vela and Chris Day

Holiday Art:

Kindergarten - 5 Winner: Sofia Schaefer

Grades 6 - 8 Winner: Korinne Warner

Grades 9 - 12 Winner: Hannah Akingbade

Fire Prevention Coloring Contest Winners:

Ellie Villatoro

Arav Makam

Manvel Texans Team Junior Division Super Bowl Championship

Employee Tenure Recognition

* Cameron McClain - 10 Years

Public Comments: "Comment Card" Required

o Members of the public with business before the board, NOT scheduled on the agenda as a public hearing (that have submitted a public comment card) may have three (3) minutes to address the board. o The board may not participate in any discussion and cannot vote on the subject you present unless it is listed on the agenda as an action item.

City Manager Update

Update on current events and city issues.

Staffing Progress and Accomplishments Update.

Consent Agenda

1. Acceptance of the meeting minutes to date.
2. Approve Sanitary Control Easement (0.6616 Acre-Water Well) to Brazoria County MUD No. 57 for the purpose of protecting the water supply of the Water Well by means of sanitary control.
3. Approve the Engagement Letter with Crowe LLP for FY 2024-2025 auditing services.
4. APPROVE REVISED AND RESTATED DEVELOPMENT AGREEMENT FOR VARIANCE WITH KL LB BUY 5, LLC (PRIMROSE DEVELOPMENT), TO DELETE THE 50 FEET RIGHTS-OF-WAY WIDTH VARIANCE INSTEAD OF MINIMUM REQUIRED 60 FEET, FOR TWO LOCAL STREETS WITHIN PRIMROSE, A PROPOSED RESIDENTIAL SUBDIVISION WITH AN APPROXIMATE 174.8 ACRES OUT OF THE H.T.& B.R.R.CO. SURVEY, SECTION 71, A-291, BRAZORIA COUNTY, TEXAS, LOCATED ALONG THE SOUTHERN SIDE OF RODEO PALMS PARKWAY, EAST SIDE OF COUNTY ROAD 48, ABUTTING AVELLINO SUBDIVISION TO THE EAST AND NORTH (Approved by City Council on 11.17.25)
5. Acceptance of infrastructure for water, sewer, and drainage facilities, and paving and appurtenances to serve Dogwood Avenue - Segment B and Valencia Section 13 for MUD No. 83, and begin the two-year maintenance period.

Items Removed from Consent Agenda

Regular Agenda

1. Consideration and possible action to approve a Design Criteria Modification request from the City of Manvel Design Criteria Manual, Section 5, Drainage, 1.04. G. 5.a. and b. and Section 5, Drainage, 2.02 F and G for an approximate 2.3804-acre tract of land, located at the northwest corner of Highway 6 and future Pine Ln (PIDs: 228214 & 228212). (Forwarded with recommendation by PD&Z with a 4-2 vote).
2. Consideration and possible action to approve on first reading, Ordinance 2026-O-01;
AN ORDINANCE AMENDING ORDINANCE NO. 2025-O-28 AMENDING THE CITY FISCAL YEAR 2025-2026 BUDGET ENDING SEPTEMBER 30, 2026, BY AMENDING THE CAPITAL PROJECTS FUND TO RECOGNIZE THE ADDITIONAL EXPENSE FOR THE CITY HALL EXPANSION "WEST WING" AND HERITAGE PARK PROJECT (PROJECT #FY 2025-02) AND DIRECTING THE BUDGET OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET WITH THE CITY SECRETARY AND WITH THE OFFICE OF THE BRAZORIA COUNTY CLERK AND PROVIDING THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.
3. Consideration and possible action to award FY2025-02 City Hall West Wing Expansion and Heritage Park Project to Crain Group LLP and authorize the City Manager to execute the contract documents.
4. Consideration and possible action to approve the first of two readings of Ordinance 2026-O-02;
AN ORDINANCE AMENDING CHAPTER 53 – "SIGNS" OF THE CITY OF MANVEL CODE OF ORDINANCES BY ADDING A NEW ARTICLE GOVERNING ELECTIONEERING AND CAMPAIGN SIGNS ON CITY-OWNED PROPERTY USED AS POLLING PLACES FOR EARLY VOTING AND ELECTION DAY; ESTABLISHING REASONABLE TIME, PLACE, AND MANNER REGULATIONS; LIMITING THE NUMBER AND SIZE OF CAMPAIGN SIGNS; PROHIBITING CANOPIES AND OTHER TEMPORARY STRUCTURES; PROVIDING FOR ENFORCEMENT AND ABATEMENT; AND PROVIDING AN EFFECTIVE DATE. PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

5. Consideration and possible action to approve Resolution 2026-R-01;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, APPROVING AND ADOPTING AN ARTIFICIAL INTELLIGENCE (AI) ACCEPTABLE USE & GOVERNANCE POLICY; PROVIDING FOR RESPONSIBLE USE OF AI TECHNOLOGIES; PROTECTING PRIVACY, CONFIDENTIAL INFORMATION, AND PUBLIC TRUST; AND PROVIDING AN EFFECTIVE DATE.
6. Update by staff on the MUD Formation Policy.

EXECUTIVE SESSION

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071: "Consultation with Attorney" to discuss the following:

- *Legal matters involving formal demand made by J. Sherman.*

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071: "Consultation with Attorney" to discuss the following:

- *Agreements with HJR Hwy 6, LLC - Design Criteria Modification Agreement and Development Agreement for Variance.*

REGULAR AGENDA

7. Consideration and possible action to direct staff regarding agreements with HJR Hwy 6, LLC - Design Criteria Modification Agreement and Development Agreement for Variance.

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:

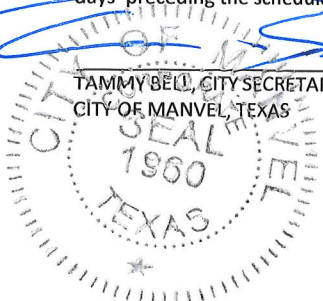
- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary 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 Manvel City Council 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 December 29, 2025 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 3 business days preceding the scheduled day of the meeting.

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS



THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
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KEITH BONNER, COUNCIL PLACE 1
DAVID LANDS, COUNCIL PLACE 2
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GARRETT ROSSI KNOX, COUNCIL PLACE 6

DAN DAVIS, MAYOR
DAN JOHNSON, CITY MANAGER
TAMMY BELL, CITY SECRETARY

MISSION STATEMENT:

“The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens.”

MINUTES 12/1/2025

Workshop Session

Mayor Davis called the workshop of the Manvel City Council to order at 5:02 p.m.
Those in attendance were:

- Present:** Mayor Dan Davis
City Councilmember Place 1 Keith Bonner
City Councilmember Place 2 David Lands
City Councilmember Place 3 Harry Opliger
City Councilmember Place 6 Garrett Knox
- Absent:** City Councilmember Place 4 Carmyn Robey-Robinson
City Councilmember Place 5 Crystal Sarmiento
- Also Present:** Dan Johnson, City Manager
Robert Gervais, City Attorney
Keith Traylor, Director of Public Safety
Tammy Bell, City Secretary
Elaheh Roohbakhsh, Senior Planner
Chad Dumont, Director of Personnel
Rosa Donaire, Director of Finance
Robbie Hall, Director of Public Works

Executive Session

City Council will convene into Executive Session pursuant to Texas Government Code, Sec. 551.087 – *deliberation regarding economic development negotiation, and Texas Government Code, Sec. 551.071 – Consultation with Attorney, to discuss the following:*

Discuss 380 agreement with BCS Capital Group

Mayor Davis convened the meeting into Executive Session at 5:03 p.m.
Mayor Davis reconvened the meeting out of Executive Session at 6:01 p.m.
There was no action taken during the Executive Session.

WORKSHOP CONTINUED

Discussion on any topic as listed on the current agenda.

Regular Session

Call To Order

Mayor Davis called the meeting of the Manvel City Council to order at 6:02 p.m.

Those in attendance were:

- Present:** Mayor Dan Davis
City Councilmember Place 1 Keith Bonner
City Councilmember Place 2 David Lands
City Councilmember Place 3 Harry Opliger
City Councilmember Place 6 Garrett Knox
- Absent:** City Councilmember Place 4 Carmyn Robey-Robinson
City Councilmember Place 5 Crystal Sarmiento
- Also Present:** Dan Johnson, City Manager
Robert Gervais, City Attorney
Keith Traylor, Director of Public Safety
Tammy Bell, City Secretary
Elaheh Roohbakhsh, Senior Planner
Chad Dumont, Director of Personnel
Rosa Donaire, Director of Finance
Robbie Hall, Director of Public Works

Invocation

Inspirational Reading - Council Member Sarmiento

Pledge

Presentations

Alyssa Deaton - 5-year employment anniversary.

Public Comments: "Comment Card" Required

City Manager Update

Presentation Shadow Creek Soccer by Ted Brian.
Chad Dumont - Personnel - 116 employees out of 131
PW - 2 openings - staff will start in Dec and Jan
Dev Services - 3 open positions
PD - 10 open positions and two open replacement positions

Consent Agenda

1. Acceptance of the meeting minutes to date.
2. Approve the second and final reading of Resolution 2025-R-47;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, APPROVING AS A PROJECT OF THE MANVEL ECONOMIC DEVELOPMENT CORPORATION CERTAIN PROJECT NUMBER 2025-03 – RICH’S CAR WASH, MANVEL TX – SITE IMPROVEMENTS LOCATED AT 19212 HIGHWAY 6, MANVEL TEXAS TO APPROVE AN EXPENDITURE OF UP TO \$20,000.00 FOR REIMBURSEMENT FOR SITE IMPROVEMENTS/UTILITIES FOR CAR WASH COMMERCIAL BUSINESS IN A

December 1, 2025 MANVEL CITY COUNCIL MEETING MINUTES

COMMERCIALY TARGETED AREA, WHICH WILL FURTHER ECONOMIC DEVELOPMENT, CREATE COMMERCIAL INVESTMENT, AND CREATE AND/OR RETAIN JOBS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

- 3. Acceptance of infrastructure improvements for Water Distribution, Wastewater Collection, Storm Water Facilities, and Paving to serve Meridiana Section Twenty Five - A for Brazoria County MUD 57, to begin the Two-Year Maintenance Period.

Councilmember Opliger made the motion to approve. Councilmember Rossi Knox seconded the motion.

The motion carried with a vote: 4/1

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 3 Harry Opliger, City Councilmember Place 6 Garrett Knox

No: City Councilmember Place 2 David Lands

Absent: City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento

Abstained: None

Items Removed from Consent Agenda

Regular Agenda

- 1. Consideration and possible action to approve the second and final reading of Ordinance 2025-O-34;
AN ORDINANCE TO ANNEX CERTAIN TERRITORY BEING AN APPROXIMATE 47.3156 ACRES OF LAND, PROPOSED FOR ANNEXATION INTO CITY OF MANVEL’S CITY LIMITS AND SUBSEQUENT DEVELOPMENT AS A RETAIL CENTER; LOCATED AT THE NORTHWEST CORNER OF STATE HIGHWAY (SH) 6 AND KIRBY DRIVE INTERSECTION; CONTAINING A 34.2791 ACRE TRACT AND A 11.3999 ACRE TRACT SEPARATED BY A 40-FOOT-WIDE (0.844 ACRE) UNIMPROVED RIGHT-OF-WAY; SITUATED IN H.T. & B. RAILROAD COMPANY SURVEY, SECTION 71, ABSTRACT NO. 291, BRAZORIA COUNTY, TEXAS, AND A 1.6366 ACRE TRACT BEING A PORTION OF LOT 29 OF EMIGRATION LAND COMPANY SUBDIVISION OF IOWA COLONY H.T. & B. RAILROAD COMPANY SURVEY NO. 71 (ALSO REFERRED TO AS THE IMMIGRATION LAND COMPANY SUBDIVISION OF SECTION 71, H.T. & B.R.R. COMPANY SURVEY) ABSTRACT 291, BRAZORIA COUNTY, TEXAS). (ACTION POSTPONED AT 11/3/2025 CITY COUNCIL MEETING)
- 2. Consideration and possible action to approve the second and final reading of Ordinance 2025-O-33;
AN ORDINANCE TO ESTABLISH PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT AND ADOPTING A PUD DOCUMENT PROVIDING FOR ZONING AND DEVELOPMENT RELATED PROVISIONS AND REQUIREMENTS IN ACCORDANCE WITH SECTION 77-79.(A) OF CITY OF MANVEL’S ZONING ORDINANCE; FOR AN APPROXIMATE 47.3156 ACRES OF LAND, PROPOSED FOR ANNEXATION INTO CITY OF MANVEL’S CITY LIMITS AND SUBSEQUENT DEVELOPMENT AS A RETAIL CENTER; LOCATED AT THE NORTHWEST CORNER OF STATE HIGHWAY (SH) 6 AND KIRBY DRIVE INTERSECTION; CONTAINING A 34.2791 ACRE TRACT AND A 11.3999 ACRE TRACT SEPARATED BY A 40-FOOT-WIDE (0.844 ACRE) UNIMPROVED RIGHT-OF-WAY; SITUATED IN H.T. & B. RAILROAD COMPANY SURVEY, SECTION 71, ABSTRACT NO. 291, BRAZORIA COUNTY, TEXAS, AND A 1.6366 ACRE TRACT BEING A PORTION OF LOT 29 OF EMIGRATION LAND COMPANY SUBDIVISION OF IOWA

December 1, 2025 MANVEL CITY COUNCIL MEETING MINUTES

COLONY H.T. & B. RAILROAD COMPANY SURVEY NO. 71 (ALSO REFERRED TO AS THE IMMIGRATION LAND COMPANY SUBDIVISION OF SECTION 71, H.T. & B.R.R. COMPANY SURVEY) ABSTRACT 291, BRAZORIA COUNTY, TEXAS). (Tabled by PD&Z on 10/27/25)

3. Consideration and possible action to approve an Economic Development Agreement between the City of Manvel and BCS Capital Group.

Regular Agenda Items 1, 2, and 3 were combined.

Mayor Davis made the motion to approve agenda items 1, 2, and 3 with an effective date of December 18th, and including the conditions of the changes for the SUP for the two NAICS codes, all grammatical typos, etc., adopted and the eight outlying changes accepted along with ensuring that there was nothing else changed in the most recent version of the PUD. Councilmember Bonner seconded the motion.

The motion carried with a vote: 5/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 6 Garrett Knox
No: None
Absent: City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento
Abstained: None

4. Consideration and possible action to approve a Mutual Aid Agreement between the Department of Public Safety (DPS), the Brazoria County Sheriff's Office, and the City of Manvel.

Councilmember Opliger made the motion to approve and authorize the chief to execute the agreement once all details are finalized. Councilmember Bonner seconded the motion.

The motion carried with a vote: 5/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 6 Garrett Knox
No: None
Absent: City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento
Abstained: None

5. Consideration and possible action on the 2026-2027 TCAP Board of Directors Ballot.

Mayor Davis made the motion to cast votes for the 7 incumbents as well as Cesar Garcia with Kemah. Councilmember Lands seconded the motion.

The motion carried with a vote: 5/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 6 Garrett Knox
No: None
Absent: City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento
Abstained: None

- 6. Consideration and possible action regarding direction to staff on the selection of an election polling location

Council discussed operational, traffic, security, and logistical considerations, coordination with Brazoria County, and the importance of maintaining a polling location within the City for the upcoming March election. Council emphasized the need for collaboration, short-term solutions, and proactive long-term planning as the City continues to grow.

Mayor Davis made the motion to provide direction to staff to move forward on the selection of an election polling location with more information to come in January. Councilmember Bonner seconded the motion.

The motion carried with a vote: 5/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 6 Garrett Knox

No: None

Absent: City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento

Abstained: None

Mayor and Council Comments

Adjourn

Councilmember Rossi-Knox made the motion to adjourn the meeting at 6:51 p.m. Councilmember Lands seconded the motion.

The motion carried with a vote: 5/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 6 Garrett Knox

No: None

Absent: City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento

Abstained: None

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

SANITARY CONTROL EASEMENT

(0.6616 Acre – Water Well)

DATE: _____, 2026

GRANTOR: CITY OF MANVEL, TEXAS,
a municipal corporation and home-rule city of the State of Texas

GRANTOR'S ADDRESS: 20031 Highway 6
Manvel, TX. 77578

GRANTEE: BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57,
a political subdivision of the State of Texas

GRANTEE'S ADDRESS: c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the Water Well (defined herein) by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the Water Well are prohibited:
 - Septic tank or sewage treatment perforated drain fields;
 - Areas irrigated by low dosage, low angle spray on-site sewage facilities;
 - Absorption beds;
 - Evapotranspiration beds;
 - Abandoned, inoperative or improperly constructed water wells of any depth. For the purpose of this easement, improperly constructed wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well;
 - Underground petroleum and chemical storage tanks or liquid transmission pipelines;
 - Sewage treatment plants;
 - Sewage wet wells;
 - Sewage pumping stations;
 - Drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems;
 - Animal feed lots;
 - Solid waste disposal sites, landfill and dump sites;
 - Lands on which sewage plant or septic tank sludge is applied;
 - Lands irrigated by sewage plant effluent;

- Military facilities;
 - Industrial facilities;
 - Wood-treatment facilities;
 - Liquid petroleum and petrochemical production, storage, and transmission facilities;
 - Class 1, 2, 3, 4, and 5 injection wells;
 - Pesticide storage and mixing facilities; and
 - All other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement.
3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the Water Well.

The portion of Grantor's property subject to this Sanitary Control Easement is described as follows:

All of that certain tract of land, containing 0.6616 acre, together with all improvements located thereon, situated in the Oliver Hall Survey, Abstract No. 203, in Brazoria County, Texas, being part of a called 20.25 acre tract, as recorded under Brazoria County Clerk's File No. 2021025682, and out of Reserve "A", Block 1, of Meridiana Drill Site Reserve, as per plat recorded under Brazoria County Clerk's File No. 2021008008 conveyed by Special Warranty Deed from GR-M1, Ltd., a Texas limited partnership, to City of Manvel, Texas, executed on February 2, 2021, and filed for public record on April 22, 2021, in the Official Public Records of Real Property of Brazoria County, Texas.

PROPERTY SUBJECT TO EASEMENT:

The area within a portion of a 150-foot radius of the Water Well, containing 0.6616 acre of land located within Brazoria County, Texas, as more particularly described in Exhibit A and shown on Exhibit B, both attached hereto and incorporated herein for all purposes.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject Water Well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee and to its successors and assigns the Sanitary Control Easement described in this instrument.

[Signature pages follow this page.]

GRANTOR 1:

CITY OF MANVEL, TEXAS

By: _____
Name: Dan Davis
Title: Mayor

ATTEST:

By: _____
Name: Tammy Bell
Title: City Secretary

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Dan Davis, Mayor, and Tammy Bell, City Secretary, of the CITY OF MANVEL, TEXAS, a municipal corporation and home-rule city of the State of Texas, on behalf of said municipal corporation and home-rule city.

(NOTARY SEAL)

Notary Public, State of Texas

GRANTEE:

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57,
a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____ and _____ of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:

Exhibit A - Description of the Easement Tract

Exhibit B - Sketch of the Easement Tract

After recording, please return to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department

**METES AND BOUNDS DESCRIPTION
150 FT. RADIUS SANITARY CONTROL EASEMENT
BEING 0.6616 ACRES SITUATED IN THE
OLIVER HALL SURVEY, ABSTRACT 203,
BRAZORIA COUNTY, TEXAS**

A 0.6616 ACRE TRACT OF LAND SITUATED IN THE OLIVER HALL SURVEY, ABSTRACT NO. 203, BRAZORIA COUNTY, TEXAS, BEING OUT OF A CALLED 20.25 ACRE TRACT DRILL SITE TRAC TRECORDERD UNDER B.C.C.F. NO. 2021025682, AND OUT OF RESERVE "A", BLOCK 1, OF MERIDIANA DRILL SITE RESERVE AS PER PLAT RECORDED UNDER B.C.C.F. NO. 2021008008, SAID 0.6616 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" found for the most easterly corner of said Reserve "A", Block 1, of Meridian Drill Site Reserve, in the north right-of-way line of Cadence Drive (60' foot wide) as per plat of Meridiana Cadence Drive Phase 2, as per plat recorded under B.C.C.F. No. 2024043962, from which a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for an interior corner of Reserve "A", Block 1, of Meridian Drill Site Reserve bears North 46°14'11" West, 308.88 feet;

THENCE, North 37°06'37" West, over and across aforesaid 884.331 acre tract, a distance of 184.47 feet to the **RADIUS POINT** of the **150-foot Sanitary control Easement** and containing 0.6616 acres of land.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300



Charles Jurica, R.P.L.S.
Texas Registration No. 6696
10011 Meadowglen Ln.
Houston, Texas 77042
713-784-4500



Date: November 12, 2025

Job No: 071-45-13

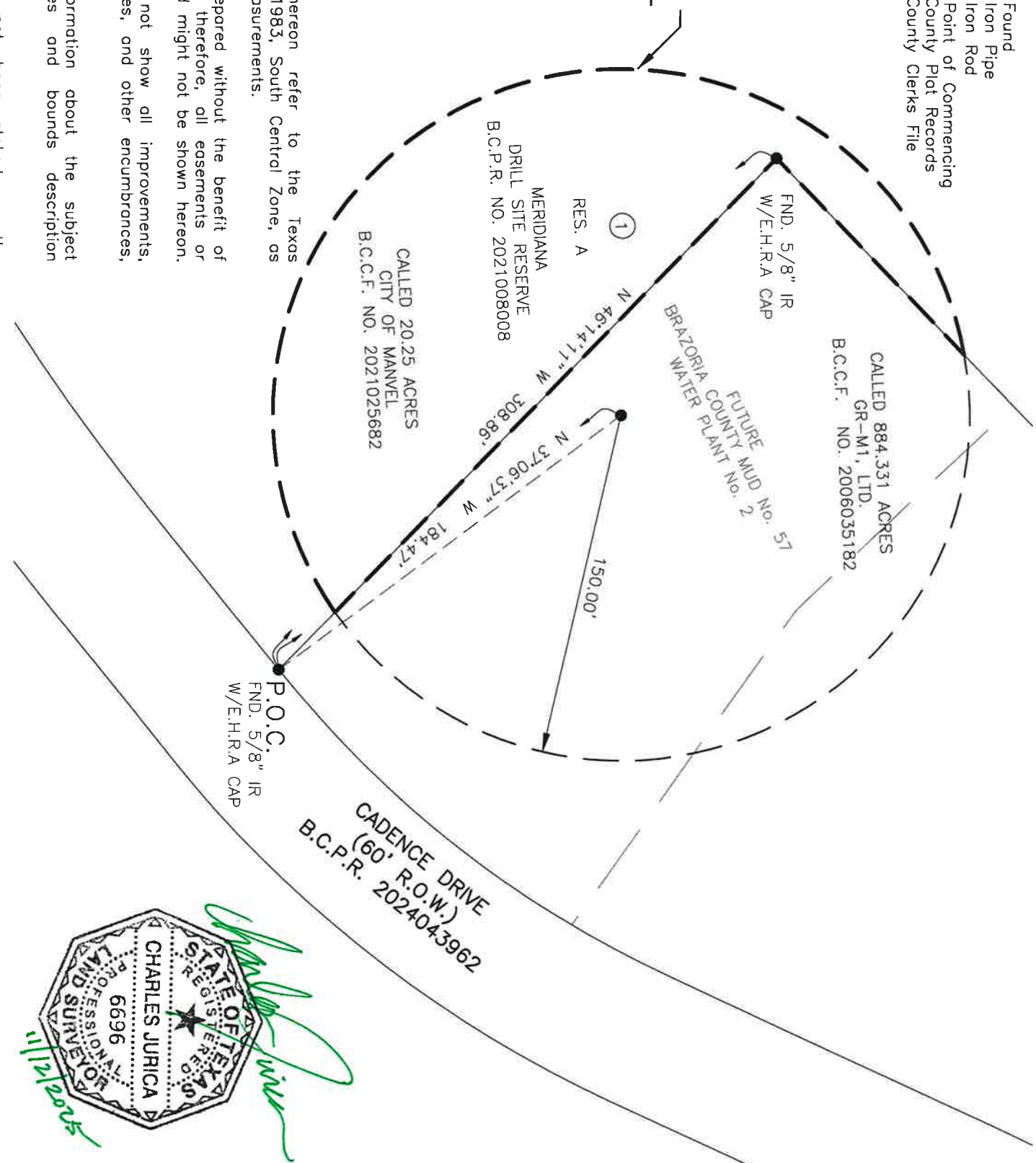
File No: R:\2007\071-045-13\Drawing\Easement\0710450131V-SCE-1 CITY OF MANVEL.doc

LEGEND

- F.N.D. indicates Found
- IP indicates Iron Pipe
- IR indicates Iron Rod
- P.O.C. indicates Point of Commencing
- B.C.P.R. Brazoria County Plot Records
- B.C.C.F. Brazoria County Clerks File

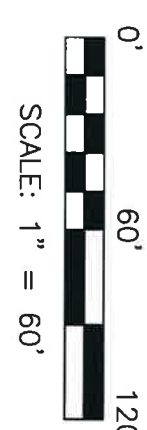
**0.6616 ACRE
150-FOOT RADIUS
SANITARY CONTROL
EASEMENT**


- NOTES:**
1. Bearings shown hereon refer to the Texas Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
 2. This exhibit was prepared without the benefit of a current title report, therefore, all easements or other matters of record might not be shown hereon.
 3. This exhibit does not show all improvements, easements, building lines, and other encumbrances, should any exist.
 4. For additional information about the subject tract, see the metes and bounds description prepared separately.
 5. This exhibit has not been staked on the ground.



CADENCE DRIVE
(60' R.O.W.)
B.C.P.R. 2024043962

GRAY FOX TRAIL
(50' R.O.W.)



 <p>EHRA ENGINEERING THE FUTURE SINCE 1936</p>		<p>10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA TEAM TBPE No. F-726 TBPELS No. 10092300</p>	
<p>EXHIBIT OF 0.6616 ACRE 150' RADIUS SANITARY CONTROL EASEMENT IN THE OLIVER HALL SURVEY A-203, BRAZORIA COUNTY, TEXAS</p>			
DATE: NOVEMBER, 2025	SCALE: 1" = 60'	JOB NO.: 071045013	CHECKED BY:
<p>DWG. NAME: 071045013V-SEC-1 - CTRY OF MANVEL.dwg</p>			



Crowe LLP
Independent Member Crowe Global

9 Greenway Plaza #2100,
Houston, TX 77046
Tel +1 713 667 9147
Fax +1 713 667 1697
www.crowe.com

December 22, 2025

Daniel S. Johnson, City Manager/City Engineer
City of Manvel, Texas
20025 Highway 6
Manvel, Texas 77578-3801

This letter agreement confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services, as more fully set forth herein (the "Services"), and the deliverables set forth herein (the "Deliverables") to City of Manvel, Texas ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any attachments or addenda thereto, are an integral part of this letter agreement and are incorporated herein by reference (collectively, the letter agreement, Crowe Engagement Terms, and any attachments or addenda are defined as the "Agreement").

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending September 30, 2025.

We will audit and report on the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Client for the period indicated.

The component units will be audited as part of the audit of the financial statements of the Client as noted below:

1. Manvel Economic Development Corporation: Discretely Presented, No Separate Financial Statements
2. Manvel Cultural Education Facilities Finance Corporation: Discretely Presented, No Separate Financial Statements
3. Manvel Education Facilities Corporation: Discretely Presented, No Separate Financial Statements
4. South Manvel Development Authority: Blended, Separate Financial Statements
5. Tax Increment Reinvestment Zone No. 3: Blended, No Separate Financial Statements

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining Statement(s) and Schedule(s)
- Budgetary Comparison Schedule(s)

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedule(s)
- Pension Schedule(s), as applicable
- OPEB Schedule(s), as applicable

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Introductory Section

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance,

including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an

opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

Although some professionals assigned to the engagement may have a Juris Doctor, an L.L.M., or other law degree, Crowe and its personnel do not practice law and have not been engaged to provide any legal advice. You acknowledge and agree that neither Crowe nor any of our personnel will be asked or engaged to provide any legal advice in providing any services to you.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Monitoring independence includes monitoring affiliates and obtaining information about those entities. For the purpose of complying with applicable independence requirements, the Client agrees to provide Crowe, at least annually, a complete and accurate legal entity listing (e.g. component units included in the Client's financial statements), and a listing of other affiliated entities not included on the legal entity listing (e.g. joint ventures, jointly governed organizations, related organizations, and equity method investments). Crowe's independence may be impaired when an event occurs that impacts the Client's financial reporting entity. The financial reporting entity includes a primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. The Client is responsible for providing Crowe timely, advance notice of events impacting the financial reporting entity so that both parties may assess the impact, if any, of such event on independence. Such notice may include timely providing Crowe notice of any changes in financial accountability amongst the primary government and current and potential component units including changes in board appointment responsibilities, financial benefit/burden relationships, or fiscal dependence. In assessing the impact of such event on independence, the parties will take appropriate action, which may require us to terminate the engagement. In addition, an impairment that extends to engagements with affiliates may require us to terminate multiple engagements, including those that may not be specific to this engagement letter.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary

information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor’s reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor’s reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

FEES

Our fees are outlined below.

Description of Services	Fee Amount
Audit of the City of Manvel, Texas (1)	\$38,500
Single Audit (2)	\$10,000

(1) The above proposed fee for the City audit includes printing and binding of the audit financial report package with twelve (12) copies and one (1) electronic copy but does not include the cost of any glossy covers or index dividers within the report and must be made and provided by the City. The fee does not anticipate the preparation of an annual comprehensive financial report (ACFR) which will incur an additional cost of \$6,500.

(2) The above proposed fee for the Single Audit reflects the cost for one major program. Additional major programs will incur an additional cost of \$8,000.

We will invoice you as services are rendered. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent during final fieldwork as work progresses.

Our invoices are due and payable upon receipt. Invoices that are not paid within thirty (30) days of receipt are subject to a monthly interest charge of one percent (1%) per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid thirty (30) days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

A federal single audit is required by the OMB's Uniform Guidance when federal funds over \$1,000,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. Accordingly, the federal single audit fee consists of a 'Federal Single Audit-Base Fee' to cover basic fixed amounts and the 'Federal Single Audit-Per Major Program Fee', which is the scalable portion dependent on the actual number of major programs. The number of major programs is established by OMB criteria. If a federal single audit is required, there will be at least one major program. Prior year federal single audit reports will help plan for the number of major programs, but they will vary from year to year based on the level of federal funding. Should you not exceed OMB's federal single audit threshold, a federal single audit will not be required. If you anticipate exceeding the federal single audit threshold, please contact us as far in advance as possible so that we can begin doing preliminary federal single audit work.

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over \$1,000,000 are expended. State single audit fees vary based on the number of major programs as defined by the *State of Texas Single Audit Circular*. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee(s) include additional fees related to a state single audit. Should you exceed the state single audit thresholds, a new engagement letter will be required.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe work product.

Crowe will provide the Services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This Agreement reflects the entire agreement between the parties relating to the services (or any reports, Deliverables or other work product) covered by this Agreement. The engagement letter and any attachments or addenda hereto (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this Agreement, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic

signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any claim, action or dispute arising out of or related in any way to this Agreement, the Services provided by Crowe or the parties' relationship generally, whether in contract, tort or otherwise, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement are acceptable to you, please sign below and return one copy of this Agreement at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions of this Agreement as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

City of Manvel, Texas

Crowe LLP

Signature

Michelle Blackstock

Signature

Printed Name

Michelle Blackstock

Printed Name

Title

Partner

Title

Date

December 22, 2025

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to timely provide Crowe with information requested and to make available to Crowe any personnel, systems, premises, records, data, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed by the parties. Client agrees Crowe will have no responsibility for any delays in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is or becomes aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement or this Agreement in whole or in part.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing by the parties, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client's use of any Crowe Work Product (as defined below) will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes publicly available other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access information on a third-party cloud-based system including, without limitation iCloud, Dropbox, Google Docs, Google Drive (collectively, "Cloud Storage"), Client shall ensure that Client or such third-party is in compliance with all applicable laws, protecting the information in the Cloud Storage from any unauthorized access, including without limitation, unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – Client may transfer information that can be linked to specific individuals who are Client's personnel or customers ("Personal Data") if such information is necessary to provide the Services. Crowe will process Personal Data as authorized by Client and permitted by applicable law. Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the

Services, and (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law. To the extent Crowe processes Personal Data, Crowe will process such information in accordance with the Data Processing Addendum located at <https://www.crowe.com/dpa>.

EMAIL ENCRYPTION – Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

INTELLECTUAL PROPERTY – Any Deliverables, works, inventions, working papers, output and all other work product conceived, made or created by or on behalf of Crowe through or in connection with the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a non-exclusive license to use for its business purposes any Deliverables, including any other Work Product incorporated in such Deliverables. Crowe retains exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, enhanced or derived data, and elements thereof, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements and derivatives to any of the above (“Materials”). Crowe provides the same or similar services to other clients; therefore, Client agrees that nothing in this Agreement shall preclude Crowe from developing for itself, having developed, or developing for others, anything that is similar or competitive with the Work Product. The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client warrants that (i) Client has the authority to grant Crowe the right to use the data as set forth in this Agreement, (ii) such data was obtained or collected by Client in accordance with all applicable law, and (iii) the data does not infringe on any intellectual or privacy right of a third party. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement, (b) as otherwise agreed upon in writing, (c) to further improve or develop our products and services, including through machine learning or other similar methods, or (d) as necessary to comply with applicable law or professional standards. Client grants a limited, perpetual, non-exclusive, irrevocable right to use the data provided by Client to the extent such data becomes a part of or incorporated into any Work Product or Materials.

DATA AGGREGATION – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will deidentify or anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United

States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fines, fees or defense costs, associated with such third party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law,

regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination or expiration of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or this Agreement, after the date of this Agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT, THIS AGREEMENT, OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree upon in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party from seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also

permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

CONSENT TO JURISDICTION AND FORUM SELECTION – Subject to the section on Arbitration, the parties agree that all actions or proceedings arising from or relating to this Agreement shall be tried and litigated exclusively in the state or federal courts located in Cook County, Illinois, and each party hereby consents to personal jurisdiction in such courts. This choice of venue is intended to be mandatory and is not permissive. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar argument and any objection to venue. Each party stipulates that the state and federal courts in Chicago, Illinois, shall have personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent, unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any

professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

FOREIGN TERRORISTS ORGANIZATIONS - Pursuant to Chapter 2252, Texas Government Code, Crowe represents and certifies that, at the time of execution of this Agreement, neither Crowe nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

REPRESENTATION REGARDING ISRAEL - Pursuant to Chapter 2271, Texas Government Code, Crowe represents that it does not boycott Israel and will not boycott Israel during the term of the Agreement. The term 'boycott Israel' shall have the meaning ascribed to this term in Section 808.001 of the Texas Government Code.

REQUIRED NON-APPROPRIATION CLAUSE - Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this Agreement, Client will immediately notify Crowe in writing of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

AUTHORIZATION OF CPA'S DISCLOSURE - Any Client certified public accountant involved with assisting Crowe shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

IMMIGRATION - Crowe represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

ENERGY COMPANY BOYCOTTS - If Crowe is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Crowe verifies that Crowe does not boycott energy companies and will not boycott energy companies during the term of the Agreement. If Crowe does not make that verification, Crowe must so indicate in its response and state why the verification is not required.

PUBLIC INFORMATION ACT - Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Crowe is required to make any information created or exchanged with the Client pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Client.



National Peer
Review Committee

October 16, 2025

Steven Strammello
Crowe LLP
225 East Wacker Drive Ste 2600
Chicago, IL 60601

Dear Steven Strammello:

It is my pleasure to notify you that on October 16, 2025, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Liz Gantner".

Liz Gantner
Chair, National PRC

+1.919.402.4502

cc: John Klisch, Jennifer Allen

Firm Number: 900010014904

Review Number: 614764



Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1[®] and SOC 2[®] engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2025, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Atlanta, Georgia
September 17, 2025



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: January 5, 2025

TOPIC: Revised and restated Development Agreement for variance for Primrose to delete the 50-foot Rights-of-way width requested variance instead of minimum required 60 feet, to allow for an amendment to the approved Master plan.

BACKGROUND:

City Council previously approved a 50-foot right-of-way (ROW) variance for two internal streets within the Primrose Master Plan. The variance approval was contingent upon receiving formal approval from Brazoria County.

Brazoria County has since confirmed that it will not grant approval for the reduced 50-foot ROW. As a result, the developer requesting to withdraw the 50-foot ROW variance and revert back to the City's standard 60-foot ROW requirement.

STAFF RECOMMENDATION: Staff recommends approval of the Revised and Restated Development Agreement for Primrose to delete the 50-foot ROW variance and maintain the standard 60-foot ROW.

ATTACHMENTS: Revised and Restated Development Agreement

FUNDING ISSUES

- Not applicable
- Not budgeted
- Full amount already budgeted
- Funds to be transferred from Acct.#

<p>SUBMITTING STAFF MEMBER</p> <p>Ellie Roohbakhsh, Senior Planner</p>	<p>FINANCE DIRECTOR APPROVAL _____</p> <p>CITY MANAGER APPROVAL _____</p>
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allow escrowing funds, ~~and (ii) minimum right-of-way width requirement to allow reduced width of 50 feet~~, said application is attached as Exhibit “~~D~~,” C

NOW THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, said variance is granted by the City Council, if the Parties agree to the conditions, as follows:

1. PROJECT

1.01 Location. The property that is the subject of this agreement (“the property”) is all the property legally described as: being a subdivision of 174.8-acre tract of land located east of County Road 48, south of Rodeo Palms Parkway, and north of State Highway, being a part of the H.T. & B.R.R. Co. Survey, Section 71, Abstract 291, Brazoria County, Texas. The Property is more fully described and depicted in the Metes and Bound attached as Exhibit “A”, attached hereto.

1.02 Project Description. This Agreement is in regard to subdivision of land to create a 413 lot single-family subdivision on the Property, owned by Developer.

1.03 Improving land to create a 413-lot single-family home subdivision on the property will require approval of a plat and compliance with the City’s subdivision ordinance. There is an existing 40-foot-wide unimproved right-of-way, one half of which is within the property. The Developer shall provide the required 10-foot-wide right-of-way dedication, however, is requesting a Subdivision Variance from the requirement to construct one half of the street and sidewalk. Section 62-111(c) of the City Code provides that the developer shall be responsible for construction of necessary improvements on all perimeter streets in order to bring the pavement and curbing up to minor street standards for the one-half of the street abutting the development. Section 62-113 of the City Code requires sidewalks to be constructed at a minimum of four feet wide or as determined by the city's thoroughfare plan and in accordance with the city's design criteria profile. Sidewalks shall be installed in accordance with the city's design criteria manual. ~~The Developer is also requesting a Subdivision Variance from the requirement of minimum 60-foot wide right of way for all streets, specifically to allow a 50-foot wide right of way for two north-south streets in Sections 1 and 2 of proposed Primrose residential development. Section 62-104(11) of the City Code requires that there shall be the minimum right-of-way width for all streets in the City and its extraterritorial jurisdiction (ETJ) is 60 feet, or as otherwise specified in the City’s Thoroughfare Plan, as amended from time to time.~~

2. CITY APPROVAL

2.01 Approval of variance. Pursuant to its authority under Section 62-5 of The City Code, the City agrees to allow the Developer to vary the requirements of Section 62-111(c) and Section 62-113 of the City’s subdivision ordinance to allow escrowing funds in lieu of construction of one-half perimeter street and sidewalk within the existing 40-foot-wide right-of-way; ~~and Section 62-104(11) to allow reduced right-of-way width of 50 feet for two north-south streets in Sections 1 and 2~~, with conditions.

2.02 Conditions. The required conditions are as follows:

- (i) Funds shall be escrowed for the construction of road and sidewalk for an amount approved by the City Engineer. The fund shall be escrowed prior to submittal of final plat;
- (ii) The Master Plan Amendment No.1 for the Primrose shall include a note indicating the variance approval and escrow arrangement;
- (iii) ~~Approval is contingent upon formal approval by Brazoria County Commissioners Court for the proposed variance or a letter of no objection from the County Engineer's office;~~
- (iv) Master plan shall not be amended in the future to include non-residential use along the existing 40' wide right-of-way/ Kirby Drive.

2.03 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.

3. DEVELOPER COVENANTS

3.01 The Developer agrees to following:

- (i) Developer agrees to begin construction of single-family structures within two-years of City Council approval, and diligently pursue completion; and
- (ii) Developer agrees to pay the cost of recordation of this Agreement within thirty (30) days of invoice by the City.

3.02 Developer acknowledges that the City's covenants are contingent upon the Developer constructing single-family residential subdivision and associated infrastructure. Failure of the Developer to begin construction within two-years of City Council approval and diligently pursue completion; shall constitute failure of this condition, and the agreement shall automatically be null and void.

4. MISCELLANEOUS

4.01 Assignment. This Agreement evidencing said variance, with conditions, shall run with the land and shall bind and benefit the respective Parties and their legal successors in interest.

4.02 Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

4.03. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party. Developer shall not be a third-party beneficiary to any contract the City has with any other party for the engineering, design, or construction of said improvements.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

Executed on this the _____ day of _____, 20__.

CITY OF MANVEL:

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20__, by DAN DAVIS, as Mayor of the City of Manvel, Texas, on behalf of said City of Manvel.

Notary, State of Texas

KL LB BUY 5, LLC:

By: _____
Name: Ed Hadley

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____,
20 __, by _____, as property owner.

Notary, State of Texas

(NOTARY SEAL)

Exhibit A

A subdivision of 174.8 acres out of the H.T.&B.R.R. Co. Survey, Section 71, A-291, City of Manvel ETJ, Brazoria County, Texas.

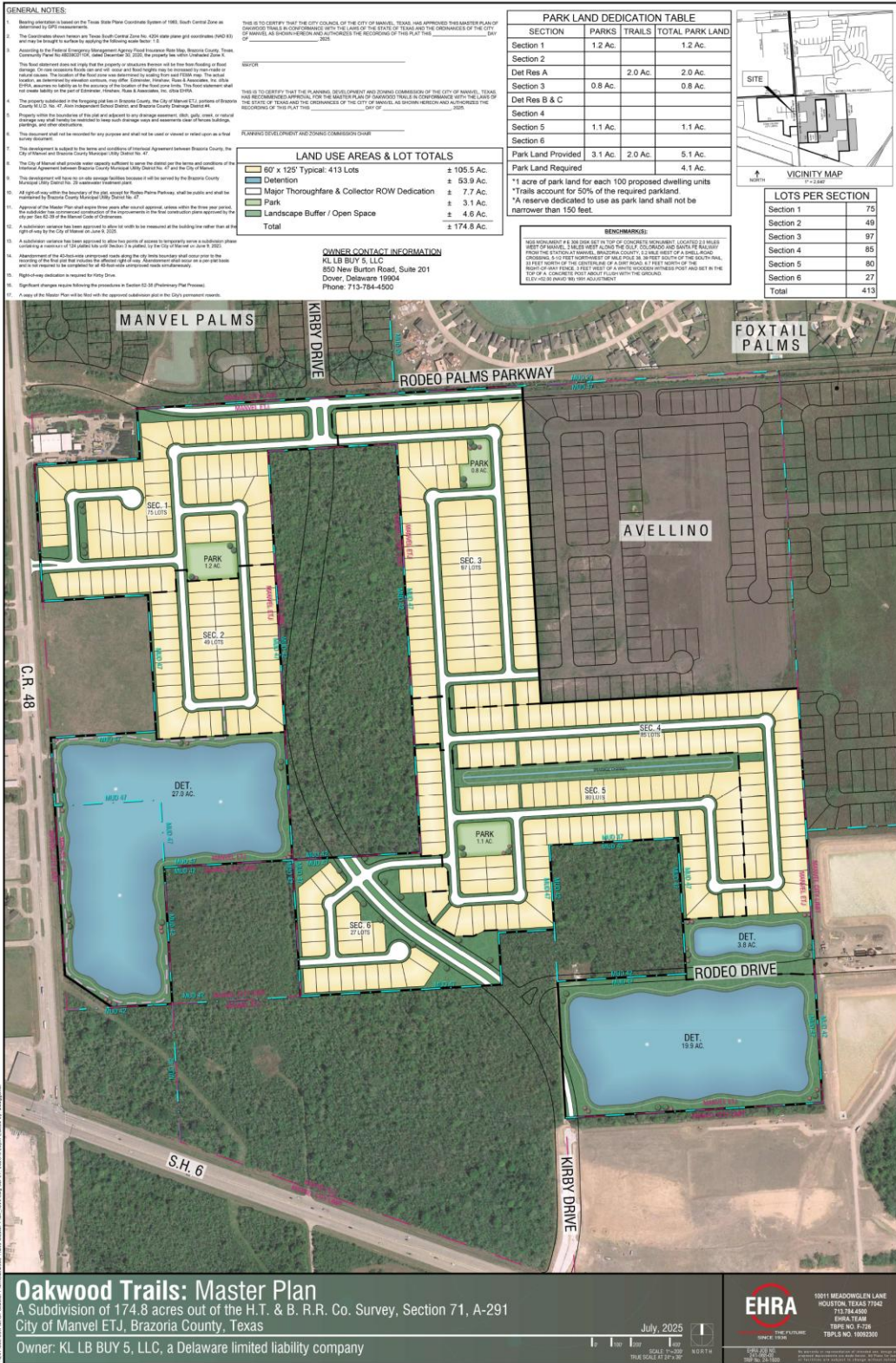


Exhibit A

METES AND BOUNDS DESCRIPTION

TRACT 1

60.223 ACRES IN THE

H.T. & B. RAILROAD CO., SURVEY, SECTION 71

ABSTRACT NUMBER 291

BRAZORIA COUNTY, TEXAS

60.223 ACRES OF LAND SITUATED IN THE H.T. & B. RAILROAD CO. SURVEY, SECTION 71, ABSTRACT NUMBER 291, BRAZORIA COUNTY, TEXAS, BEING ALL OF LOTS 4, 10, 11 AND 12 AND A PORTION OF LOTS 2, 5 and 9, OF THE EMIGRATION LAND COMPANY SUBDIVISION, RECORDED IN VOLUME 2, PAGE 81 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), BEING ALL OF THAT CERTAIN CALLED 34.83 AND 30.9642 ACRE TRACTS OF LAND AS DESCRIBED IN DOC. NOS. 2005032505 AND 2005039091 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY (O.P.R.B.C.) AND ALL OF THOSE TRACTS RECORDED IN DOC. NOS. 2024037725, 2024037727, 2024037729, 2024037731, 2024038424 AND 2024037733 OF THE O.P.R.B.C., SAID 60.223 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON RODEO PALMS SUBDIVISION, SECTION 1, RECORDED IN VOLUME 22, PAGES 133 TO 138 OF BRAZORIA COUNTY PLAT RECORDS):

BEGINNING at a 5/8 inch iron rod found at the southwest corner of that certain called 3.2743 acres as described in DOC. No. 2016021980 of the O.P.R.B.C., being in the east right-of-way line of County Road 48 (Old Airline Road, 150 feet wide);

- (1) THENCE North 87°15'09" East, with the south line of said 3.2743 acres, a distance of 542.37 feet to a 5/8 inch iron rod with cap stamped EHRA set for corner, from which a found 1/2 inch iron pipe bears S 52°20' E, 4.36 feet and a 3/8 inch iron rod bears N 04°38' W, 10.70 feet;
- (2) THENCE North 03°23'15" West, with the east line of 3.2743 acres, a distance of 267.16 feet to a 5/8-inch iron rod found in the south line of that certain called 56.4682 acre tract recorded under document no. 2021044638;
- (3) THENCE North 86°35'55" East, along the south line of said called 56.4682 acre tract, a distance of 639.84 feet to a 5/8-inch iron rod found in the west line of a 40-foot wide road dedicated by said subdivision plat and the east line of said Lot 9;
- (4) THENCE South 03°23'15" East, along the west line of said 40-foot wide road, at a distance of 257.15 feet passing a 3/8-inch iron rod found at the southeast corner of said Lot 9, at a distance of 959.53 feet passing a 3/8-inch iron rod with cap found at the southeast corner of Lot 10, continuing a total distance of 2,364.33 feet to a 1/2 inch iron pipe stamped "S. Adams RPLS 3666" found at the southeast corner of Lot 12;
- (5) THENCE South 86°38'32" West, along the common line of Lots 12 and 13, a distance of 639.84 feet to a 1/2-inch iron rod found at the common corner of lots 4, 5, 12 and 13;
- (6) THENCE South 03°23'15" East, along the common line of lots 5 and 13, a distance of 702.50 feet to a 1/2 inch iron rod found at the common corner of lots 5, 6, 13 and 14;
- (7) THENCE South 86°38'32" West, along the common line of lots 5 and 6, a distance of 258.14 feet to a 5/8 inch iron rod with cap stamped EHRA set in the northeast line of a 20 foot LGS Renewables Easement recorded in document no. 2008044366;
- (8) THENCE North 55°18'37" West, along northeast line of said easement, a distance of 365.45 feet to a 5/8 inch iron rod with cap stamped EHRA set in the east right-of-way line of County Road 48;
- (9) THENCE North 03°18'37" West along the east right-of-way line of said County Road 48, a distance of 1,179.76 feet to a point in the common line of Lots 3 and Lot 4, from which a found 5/8 inch iron rod bears N 29°36' W, 0.3 feet;
- (10) THENCE North 86°38'32" East, along the common line of Lots 3 and 4, a distance of 544.22 feet to a 3/8-iron rod found at the common corner of Lots 3, 4, 11 and 12;
- (11) THENCE North 03°23'15" West along the common line of Lots 3 and 11, a distance of 702.30 feet to a 3/8-inch iron rod found at the common corner of lots 2, 3, 10 and 11;
- (12) THENCE South 86°38'32" West, along the common line of said Lots 2 and 3, a distance of 543.28 feet to a 5/8 inch iron rod found in the east right-of-way line of said Country Road 48;
- (13) THENCE North 03°18'37" West, along the east right-of-way line of said County Road 48, a distance of 697.66 feet to the **POINT OF BEGINNING** and containing 60.223 acres of land.

METES AND BOUNDS DESCRIPTION
TRACT 2
57.427 ACRES IN THE
H.T. & B. RAILROAD CO., SURVEY, SECTION 71, ABSTRACT NUMBER 291
BRAZORIA COUNTY, TEXAS

57.427 ACRES OF LAND SITUATED IN THE H.T. & B. RAILROAD SURVEY, SECTION 71, ABSTRACT NUMBER 291, BRAZORIA COUNTY, TEXAS, BEING ALL OF LOTS 21, 26, 27 AND 28 AND OUT OF A PORTION OF LOTS 17, 25 AND 29 OF THE EMIGRATION LAND COMPANY SUBDIVISION, RECORDED IN VOLUME 2, PAGE 81 OF BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), AND BEING ALL OF THOSE CERTAIN CALLED 17.9508, 10.3214 AND 10.3214 ACRE TRACTS AS DESCRIBED IN DOC NOS. 2005039091, ALL OF THAT CERTAIN CALLED 8.6848 ACRE TRACT DESCRIBED IN DOC NO. 2006043836 AND LOT 27 AS DESCRIBED IN DOC. NO. 2005039090 OF THE O.P.R.B.C., SAID 57.427 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON RODEO PALMS SUBDIVISION, SECTION 1, RECORDED IN VOLUME 22, PAGES 133 TO 138 OF BRAZORIA COUNTY PLAT RECORDS):

BEGINNING at 5/8-inch iron with cap stamped EHRA found at the southwest corner of said Lot 21 of said subdivision plat, being in the east right-of-way line of a 40-foot wide road, as shown on said Emigration Land Company Subdivision;

- (1) THENCE North 03°23'15" West, along the east right-of-way line of a 40-foot wide road, a distance of 702.50 feet to the common corner of said Lot 21 and Lot 20 of said subdivision plat, from which a found 1/2-inch iron pipe bears N 16°16' W, 0.3 feet;
- (2) THENCE North 86°38'32" East, along the common line of said Lots 20 and 21, a distance of 639.69 feet to the common corner of lots 20, 21, 28 and 29, from which a 1/2-inch iron pipe with cap stamped "S. Adams RPLS 3666" bears North 49°25' West, 0.7 feet;
- (3) THENCE North 03°23'15" West, along the common line of Lots 20 and 28, at a distance of 702.50 feet passing a 1/2 inch iron pipe found at the common corner of lots 19, 20, 27 and 28, continuing along the common line of Lots 19 and 27, at 1404.80 feet passing the common corner of lots 18, 19, 26 and 27, from which an 1/2 iron pipe bears South 62°41' East, 1.0 feet, continuing along the common line of Lots 18 and Lot 26 for a total distance of 2,107.18 feet to the common corner of lots 17, 18, 25 and 26, from which a found 1/2 inch iron pipe bears N 46°32' E, 0.7 feet;
- (4) THENCE South 86°38'32" West, along the common line of said Lots 17 and 18, a distance of 639.69 feet to a point in the east right-of-way line of said 40-foot wide road, from which a 1/2-inch iron pipe stamped "S Adams RPLS 3666", bears N 77°05' East, 0.7 feet;
- (5) THENCE North 03°23'15" West, along the east right-of-way line of said 40-foot wide road, a distance of 257.18 feet to 5/8-inch iron rod with cap stamped EHRA found in the south line of that certain called 56.4682 acre tract recorded under document no. 2021044638;
- (6) THENCE North 86°35'55" East along the south line of said called 56.4682 acre tract, at 642.76 feet passing southwest end of Rodeo Palms Parkway, dedicated by Rodeo Palms Subdivision, Section 1, plat recorded under Volume 22, Page 133 to 138 of Brazoria County Plat Records, continuing a total distance of 1,278.22 feet to a 5/8 inch iron rod with cap stamped EHRA found in the west line of a 40 foot right-of-way;
- (7) THENCE South 03°23'15" East, along the west line of said 40 foot right-of-way, a distance of 2,800.84 feet to a 5/8-inch iron rod with cap stamped EHRA set at the northeast corner of that certain called 1.6366 acre tract recorded in document no. 2020042539;
- (8) THENCE South 86°38'32" West, along the north line of said 1.6366 acre tract, a distance of 267.00 feet to a 5/8 inch iron rod with cap stamped EHRA set for corner;
- (9) THENCE South 03°23'15" East, along the west line of said called 1.6366 acre tract, a distance of 267.00 feet to a 5/8 inch iron rod with cap stamped EHRA set in the north line of lot 30;
- (10) THENCE South 86°38'32" West, along the common line of lot 29 and 30, at a distance of 371.53 feet pass the common corner of lots 21, 22, 29 and 30, continuing a total distance of 1,011.22 feet to the **POINT OF BEGINNING** and containing 57.427 acres of land.

METES AND BOUNDS DESCRIPTION
TRACT 3
52.788 ACRES IN THE
H.T. & B. RAILROAD CO., SURVEY, SECTION 71
ABSTRACT NUMBER 291
BRAZORIA COUNTY, TEXAS

52.788 ACRES OF LAND SITUATED IN THE H.T. & B. RAILROAD CO. SURVEY, SECTION 71, ABSTRACT NUMBER 291, BRAZORIA COUNTY, TEXAS, BEING ALL OF LOTS 33, 35, 38, 39 AND 40, OF THE EMIGRATION LAND COMPANY SUBDIVISION, RECORDED IN VOLUME 2, PAGE 81 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), BEING A PORTION OF THE CALLED 90.1733 ACRE TRACT DESCRIBED IN DEED TO NEW RODEO 288, LTD, RECORDED UNDER DOCUMENT NUMBER 2005039091 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY (O.R.O.B.C.), ALSO BEING PART OF A 40 FOOT RIGHT-OF-WAY ABANDONED AND RECORDED IN DOCUMENT NUMBER 2023018228 OF THE O.R.O.B.C., SAID 52.788 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON RODEO PALMS SUBDIVISION, SECTION 1, RECORDED IN VOLUME 22, PAGES 133 TO 138 OF BRAZORIA COUNTY PLAT RECORDS):

BEGINNING at an "X" in concrete found at the southwest corner of said Lot 35, being at the east right-of-way line of a 40-foot wide road dedicated by said subdivision, being in the north right-of-way line of Kirby Drive (120' right-of-way) as recorded in plat number 2022037379 of the Brazoria County Plat Records;

- (1) THENCE North 03°23'15" West, along the common line of said Lot 35 and said east right-of-way line, a distance of 702.50 feet to a 5/8 inch iron rod with cap stamped EHRA set for an interior corner of the herein described tract;
- (2) THENCE North 86°38'32" East, along the common line of Lots 34 and 35, a distance of 640.37 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found at the southeast corner of Lot 34, same being an interior corner of the herein described tract;
- (3) THENCE North 03°23'15" West, along the common line of Lots 34 and 39, a distance of 702.50 feet, to the common corner of Lots 33, 34, 38 and 39, from which a 1/2-inch iron pipe with cap stamped "Brown & Gay" bears North 85°41' East, 0.7 feet;
- (4) THENCE South 86°38'32" West, along the common line of Lots 33 and 34, a distance of 640.37 feet, to a 5/8-inch iron rod with cap stamped EHRA found in the east right-of-way line of said 40-foot road;
- (5) THENCE North 03°23'15" West, along east line of said 40-foot road, a distance of 730.52 feet to a 5/8-inch iron rod with cap stamped EHRA found at the southwest corner of that certain called 46.31 acre tract as recorded under document number 2020010166 of the O.R.O.B.C.;
- (6) THENCE North 86°38'35" East, along the south line of said called 46.31 acre tract, at a distance of 1,280.59 feet pass a 5/8-inch iron rod found in the west right-of-way line of a 40-foot wide road, as dedicated by said Emigration Land Company Subdivision, continuing a total distance of 1,300.59 feet to the centerline of said 40 foot road;
- (7) THENCE South 03°23'15" East, along said centerline of abandoned right-of-way, a distance of 730.51 feet to a 5/8 inch iron rod with cap stamped EHRA set for corner;
- (8) THENCE, South 86°38'32" West, a distance of 20.00 feet to a 5/8 inch iron rod with cap stamped EHRA set at the common corner of Lots 38 and 39, being in the west line of said 40 foot right-of-way;
- (9) THENCE South 03°23'15" East, along west line of said 40 foot right-of-way, a distance of 1,405.00 feet to the southeast corner of Lot 40, being in the north line of Manvel Town Center, Section One recorded in Plat Number 2022042761 of the B.C.P.R.
- (10) THENCE South 86°38'32" West, along the north line of Manvel Town Center, Section One, a distance of 1,280.59 feet to the **POINT OF BEGINNING** and containing 52.788 acres of land.

Exhibit B

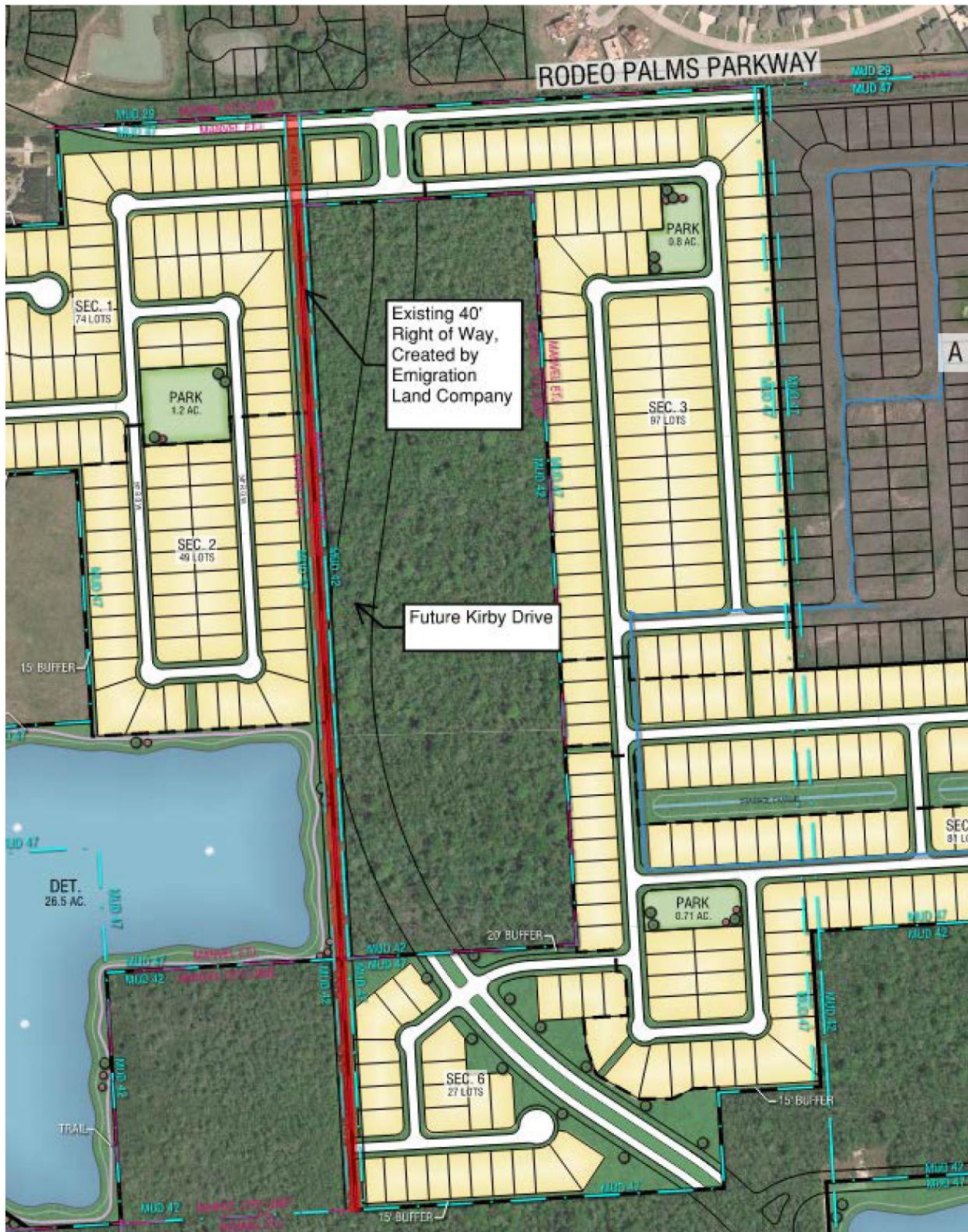
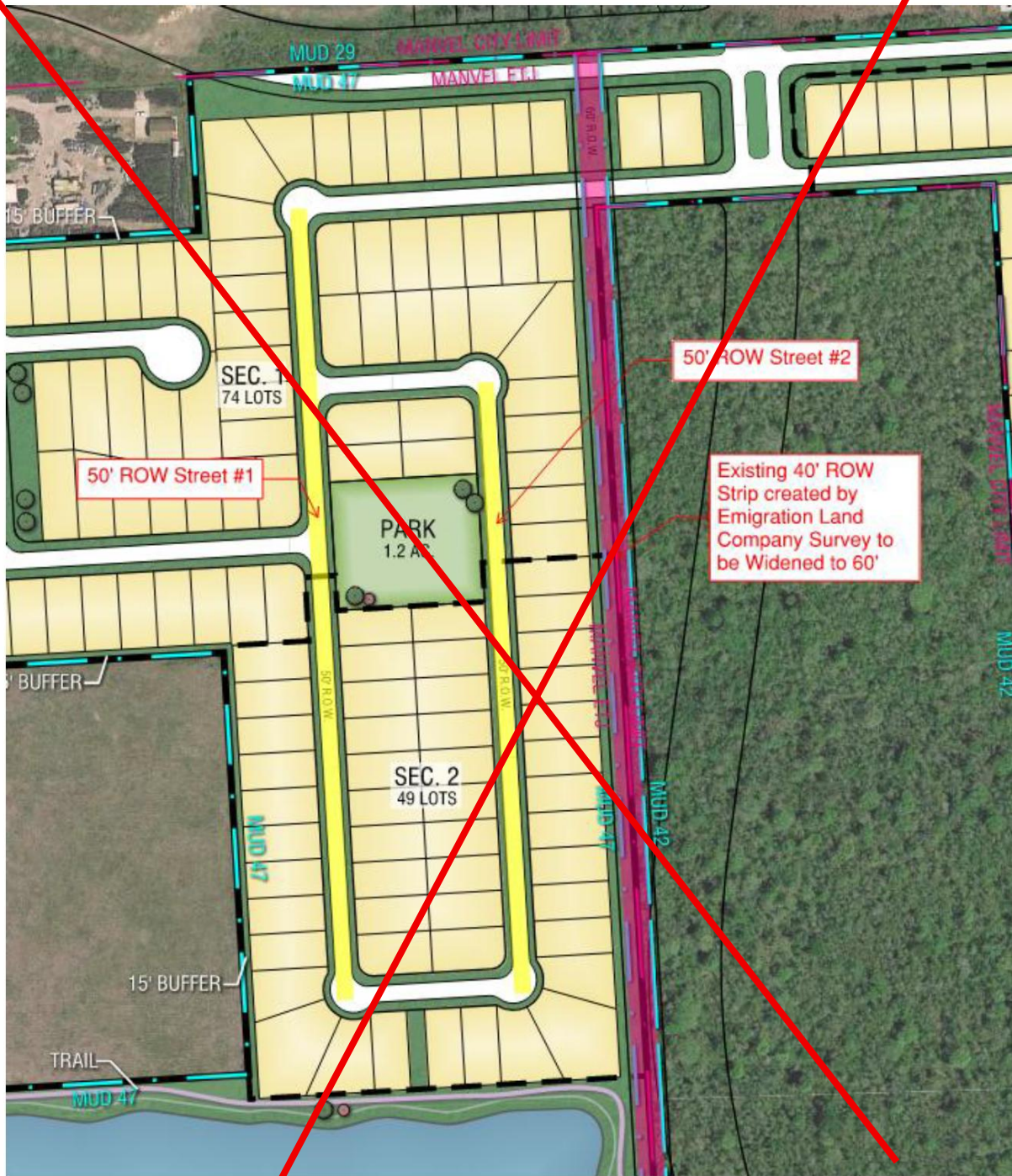


Exhibit C





DEVELOPMENT SERVICES DEPARTMENT

20025 HIGHWAY 6
MANVEL, TX 77578
PHONE: 281-489-0630
FAX: 281-489-0634

SUBDIVISION VARIANCE APPLICATION

SITE INFORMATION

Project Name: Palmrose Right-of-Way Variance
Site Address or Legal Description: East of C.R. 48, south of Rodeo Palms Parkway, and north of S.H. 6
Parcel/Tax ID# (s): N/A Property Platted: YES NO N/A
Current Zoning: N/A Total Acreage: 174.8 Total Lots: 412
Project Description: Request to construct streets with a right-of-way width of 50 feet.

OWNER & APPLICANT INFORMATION

Applicant Name: Brad Sweitzer Company Name: EHRA
Address: 10011 Meadowglen Lane City: Houston State: TX Zip: 77042
Phone #: 713-784-4500 Email: bsweitzer@ehra.team
Owner Name: KL LB BUY 5, LLC Company Name: KL LB BUY 5, LLC
Address: 850 New Burton Road, Suite 201 City: Dover State: DE Zip: 19904
Phone #: 713-784-4500 Email: bsweitzer@ehra.team

SUBDIVISION VARIANCE INFORMATION

The subdivision variance requested is (cite section from Chapter 62, *Subdivisions*, in the *Code of Ordinances*):

Sec. 62-104. - Streets. (11) Rights-of-way widths. The minimum right-of-way width for all streets in the city and its extraterritorial jurisdiction is 60 feet or otherwise specified in the city's thoroughfare plan, as amended from time to time.

Are there special circumstances or conditions affecting the property?

Yes - see variance request letter for complete details.

Will enforcement of the provisions of Chapter 62, *Subdivisions*, deprive the owner/applicant of a substantial property right?

No, but enforcement of the provisions of Chapter 62 will result in a worse outcome for the owner and City of Manvel. See variance request letter for complete details.



DEVELOPMENT SERVICES DEPARTMENT

20025 HIGHWAY 6
MANVEL, TX 77578
PHONE: 281-489-0630
FAX: 281-489-0634

If a subdivision variance is granted, will it be detrimental to the public welfare or injurious to other property or property rights in the vicinity?

No, to the contrary, granting of the variance will be of benefit to the public welfare.

See variance letter for complete details.

DISCLAIMER & SIGNATURE

I certify that I am the owner or owner's representative of the property (with signed letter of authorization) and that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct.

Brad Smetzer

October 14, 2025

Applicant Signature

Date



DEVELOPMENT SERVICES DEPARTMENT

20025 HIGHWAY 6
MANVEL, TX 77578
PHONE: 281-489-0630
FAX: 281-489-0634

SUBDIVISION VARIANCE APPLICATION

SITE INFORMATION

Project Name: Primrose Perimeter Road & Sidewalk Variance
Site Address or Legal Description: East of C.R. 48, south of Rodeo Palms Parkway, and north of S.H. 6
Parcel/Tax ID# (s): N/A Property Platted: YES NO N/A
Current Zoning: N/A Total Acreage: 174.8 Total Lots: 412
Project Description: Request to not construct perimeter street to its ultimate required criteria (with sidewalk) based on surrounding site conditions and developer proposed alternative.

OWNER & APPLICANT INFORMATION

Applicant Name: Brad Sweitzer Company Name: EHRA
Address: 10011 Meadowglen Lane City: Houston State: TX Zip: 77042
Phone #: 713-784-4500 Email: bsweitzer@ehra.team
Owner Name: KL LB BUY 5, LLC Company Name: KL LB BUY 5, LLC
Address: 850 New Burton Road, Suite 201 City: Dover State: DE Zip: 19904
Phone #: 713-784-4500 Email: bsweitzer@ehra.team

SUBDIVISION VARIANCE INFORMATION

The subdivision variance requested is (cite section from Chapter 62, *Subdivisions*, in the *Code of Ordinances*):

Sec. 62-111. – Additional street requirements. (c) The developer shall be responsible for construction of necessary improvements on all perimeter streets in order to bring the pavement and curbing up to minor street standards for the one-half of the street abutting the development.

Sec. 62-113. – Sidewalks. Sidewalks shall be constructed at a minimum of four feet wide or as determined by the city's thoroughfare plan and in accordance with the city's design criteria profile. Sidewalks shall be installed in accordance with the city's design criteria manual.

Are there special circumstances or conditions affecting the property?

Yes - see variance request letter for complete details.

Will enforcement of the provisions of Chapter 62, *Subdivisions*, deprive the owner/applicant of a substantial property right?

No, but enforcement of the provisions of Chapter 62 will result in a worse outcome for the owner and City of Manvel. See variance request letter for complete details.



DEVELOPMENT SERVICES DEPARTMENT

20025 HIGHWAY 6
MANVEL, TX 77578
PHONE: 281-489-0630
FAX: 281-489-0634

If a subdivision variance is granted, will it be detrimental to the public welfare or injurious to other property or property rights in the vicinity?

No, to the contrary, granting of the variance will be of benefit to the public welfare.
See variance letter for complete details.

DISCLAIMER & SIGNATURE

I certify that I am the owner or owner's representative of the property (with signed letter of authorization) and that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct.

Brad Smetzer

October 14, 2025

Applicant Signature

Date



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-668-5061

INFRASTRUCTURE ACCEPTANCE REQUEST FORM

INSTRUCTIONS

- This request form, along with any required documents must be sent to permits@cityofmanvel.com no later than **8 business days** before the proposed date of infrastructure acceptance by City Council (meeting date).
- Inspection (final walk) of the infrastructure proposed to be accepted **must be completed and approved** prior to submitting this form.
- For Initial Acceptance, this form must be submitted **on the same day or after the paper copy of the Maintenance Bond has been delivered** to Permits Department at City Hall Annex, 20025 Highway 6, Manvel, TX. 77578.
- Include a **copy of this form as cover sheet** when submitting paper copy of the maintenance bond.
- For Final Acceptance, provide accurate plat name below to avoid delay in plat recordation.

PROJECT DETAILS: This is a request for **Initial Acceptance** **Final Acceptance (Bond Release)**

Project Name: Valencia Section 13

Project Type: WS&D, Paving, Other | Total Project Cost: \$3,440,000.00

MUD (if applicable): BCMUD No. 83

MyGov Permit No.: 24-002570 Inspection (Final Walk) Approval Date: 11/19/25

Proposed Acceptance Date (Council Meeting Date): 1/5/26

Approved Plat Name: Final Plat of Valencia Section 13

REQUESTER CONTACT INFORMATION

Name & Company Name: Valerie Lizak with LJA Engineering

Email: vlizak@lja.com Phone No. 713-380-4420

INFRASTRUCTURE ACCEPTANCE CHECKLIST: (Please check applicable items in the following checklist)

Required Documents	Check
> <i>Inspection (final walk) is complete and approved with no outstanding punch list items</i>	<input checked="" type="checkbox"/>
> <i>Initial Acceptance required documents have been submitted or are provided with this form</i>	<input checked="" type="checkbox"/>
• Physical copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• PDF Copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• Updated Original Tax Certificate (showing no delinquent taxes)	<input checked="" type="checkbox"/>
• As-built Plans (PDF)	<input checked="" type="checkbox"/>
> <i>Final Acceptance to release maintenance Bond. No Document Required.</i>	<input type="checkbox"/>

Notes (if any): _____

Requester Signature: Valerie R. Lizak Date: 12/16/25



INFRASTRUCTURE ACCEPTANCE PROJECT DETAILS

PROJECT DETAILS (To be filled in by requestor)

Project Name: Valencia Section 13

Project Cost: \$3,440,000.00

Project Type: WS&D, Paving, Other _____

WS&D Total Quantity (ft & in)

Water Line Size: 8"	Water Line Length: 2,716'
Sanitary Line Size: 8"	Sanitary Line Length: 2,998'
Storm Line Size: 24", 30", 36", 42", 48", 5'X4', 6'X4'	Storm Line Length: 970', 198', 46', 750', 578', 503', 214'

Other Quantities: _____

Street Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness
Kitchens Street	143.96'	90'	6"
Pulp Davison Drive	362.17'	60'	6"
Ruby Red Street	335.76	60'	6"
Pink Lemon Drive	542.25'	60'	6"
Murcott Drive	684.41'	60'	6"
Valencia Tangelo Street	717.11'	60'	6"
Grand Martin Street	348.28'	60'	6"

Sidewalk Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Prepared by: Valerie Lizak

Company Name: LJA Engineering

Email: vlizak@lja.com Ph: 713-380-4420



MANVEL PD&Z COMMISSION DATA SHEET

MEETING DATE: December 8, 2025

TOPIC: The applicant, M Lanza Engineering, on behalf of the property owner, is submitting a request for the allowance of a pump detention system to be used for a proposed Commercial Shopping Center at the Northwest Corner of Highway 6 and the proposed to be constructed Pine St. The request includes an ask to deviate from the 1000' distance requirement from residential properties.

BACKGROUND:

- The subject site is a 2.3804-acre vacant tract located along the Northwest corner of Highway 6 and the proposed to be constructed Pine St.
- The property is located entirely within the AO (Depth 2) flood zones.
- The entities having jurisdiction over drainage for the site are BCR3, TXDOT and the City of Manvel.
- Due to lack of depth at the outfall point which is an inlet within HWY6 ROW, the applicant is proposing to use a pump detention system to aid in achieving the detention requirements for the site.
- Drainage and Mitigation on site is proposed to be handled by pipes placed underground within the pavement.
- The applicant has submitted plans to construct the full width Pine St from Highway 6 to Large Ave along the Eastern property line. The road will be an asphalt/open ditch road as allowed in the OMT district.
- On October 28, 2025, a variance request to the Engineering Design Criteria Manual was submitted for the allowance of a pump detention system based on a provision in the manual stating that pump detention will have to be approved by City Council on a case-by-case basis. This also includes a request to deviate from the 1000' distance requirement from residential properties required in the DCM.
- Additional details and staff analysis are included in the attached staff report.

City Staff Report:

- Drainage Criteria is laid out in Chapter 5 of the City's Engineering Design Criteria Manual
- Pump Detention has generally been discouraged due to potential failure of the pump system, the need for more frequent maintenance and the responsibility of maintaining the system, and the potential flooding hazards that come from a reliance on a complex system to handle a large amount of storage volume.
- Chapter 5 Section G Item 5 states that Pump Detention Facilities may be allowed by City Council on a case-by-case basis if the following criteria are met:
 1. Use is for non-residential developments.
 2. No residence is within 1,000 feet of the pump facility.
 3. A backup natural gas generator is provided for the entire pump facility.
 4. 50% of the detention is achieved by a gravity system.
 5. The corresponding Drainage District approves the pump facility.

- The following points below indicate how the applicant stands in relation to the criteria;
 1. The development is a non-residential use for a Commercial Shopping Center.
 2. **There are three residences in the vicinity that do not meet the 1000' distance requirement.**
 3. A generator has been proposed to service the building and the pump station.
 4. The proposed underground system is designed to achieve the required 50% of detention to be handled by gravity.
 5. Correspondence has taken place with BCR3 regarding the pump facility and drainage requirements. Approval from the Drainage District will be required prior to City permit approval.
- There are some additional supplemental documents which can be found attached with the packet that provide more detailed information about the pump system and measures taken to ensure present and future compliance with City guidelines.
 These include:
 1. The completed City Design Criteria Manual Variance Form.
 2. An Aerial View showing proximity to nearby residences.
 3. A proposed Maintenance Covenant with the City detailing responsibilities assigned to the owner.
 4. The proposed drainage plan along with details of the pump system.

STAFF RECOMMENDATION: The applicant does not meet all of the City's criteria for the allowance of a pumped detention system since there are residential properties within 1000' of the proposed system. Staff would not be able to recommend approval based on the conditions not being met but will assist on providing information to aid in making a recommendation to City Council.

ATTACHMENTS: Aerial Map, Design Criteria Manual Variance Form, Proposed Maintenance Covenant, Drainage Plan and Pump System Detail.

FUNDING ISSUES

- Not applicable
- Not budgeted
- Full amount already budgeted
- Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER Matt De La Rosa, Assistant City Engineer	FINANCE DIRECTOR APPROVAL _____ CITY MANAGER APPROVAL _____
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**CITY OF MANVEL
DESIGN CRITERIA MANUAL
SECTION 7 - MODIFICATION FORM**

Variations to technical standards identified in the Design Criteria Manual (DCM) may be allowed by the City of Manvel City Engineer. The modification proposal must be submitted by a registered Professional Engineer following generally accepted engineering standards and such proposal contains the following information and substantiates the findings in paragraph four (4) below. If an appeal to the City of Manvel City Engineer decision is requested, the Planning Development & Zoning (PD&Z) will review that appeal and make a recommendation to City Council. City Council will have final authority on the approval or denial of the Appeal.

Design Criteria Modification Approval will be valid for a period of 2 years. If work has not commenced within 2 years, the Modification will need to be resubmitted and reviewed, and new plan review fees paid.

This form must be completed in its entirety.

PROJECT NAME: PROPOSED SHOPPING CENTERS
PROJECT ENGINEER: MARIO E. LANZA

SUBMITTAL DATE: 10/23/2025
SUBDIVISION NAME: S6398

MODIFICATION LOCATION:
19925 MORRIS AVENUE, MANVEL TEXAS 77578

1. Set forth the proposed deviation to the technical standard (including the page number and specific DCM reference).
5. Ownership and Easements
b. Pumped detention facilities may be allowed by City Council on a case-by-case basis
2) No Residence is within 1,000 feet of the pump facility.
Page 54 of 69

2. Set forth the impact such deviation has, including the likelihood of accidents, the long-term maintenance and operation effect, the degree of functionality and efficiency, the technological advancements involved, and other relevant matters.
We don't anticipate the pumped detention facility will negatively impact all neighboring properties.
We are going to be implementing short term maintenance plan in order to avoid any operations issues.

3. Show a comparison of the technical standard to the proposed deviation with respect to overall safety and quality, speed differential, street capacity, existing and projected accidents, long-term maintenance and operation, degree of functionality, degree of efficiency, technological advancements, and other relevant matters.
The pumped detention facility for this project wont be generating safety concerns to the overall detention system, and due to the detention being underground pipes we believe there will be less maintenances issues as opposed to the maintenance of a detention pond.

4. Describe all mitigating improvements that reduce the negative impact of the proposed deviation on overall safety and quality, speed differential, street capacity, accident occurrences, long-term maintenance and operation, degree of functionality, degree of efficiency and demonstrating the degree to which the proposed deviation detrimentally affects the foregoing. Other relevant factors, including technological advances, should be explained by describing how they will affect the proposed development. Mitigating improvements can include but are not limited to, traffic control devices, pavement improvements, added acceleration or deceleration lanes or reservoirs, and other on-site improvements.

As a safety control: a stand by pump of the same discharge capacity is being propose and as required by the city a backup natural gas generator will be provided on-site. All these safety measures will help to control any potential system failure.

SUMMARY & CONCLUSION/RECOMMENDATION FOR MODIFICATION:

This variance will contribute to optimizing the use of the land by proposing a pumped underground detention system.

List of Supporting Documentation Attached? Yes X No

Seal of Professional Engineer Required? Yes X No



City of Manvel Use ONLY

1. Modification Request: Approved Denied

[Signature] 12/02/2025
 City Engineer Date

2. Planning Development & Zoning: Recommended Not Recommended

 Chair Date

3. City Council: Approved Denied

 Mayor Date

DECLARATION OF MAINTENANCE COVENANT FOR STORMWATER STRUCTURAL CONTROLS & CONTINUED MAINTENANCE OF DRAINAGE & DETENTION FACILITIES

This Declaration of Maintenance Covenant for Stormwater Structural Control(s) (“Declaration”) executed on October 23, 2025, is by and between Nassar Group LLC (“Declarant”) and City of Manvel

WHEREAS, Declarant is the owner of the real property described on Exhibit A attached hereto and incorporated by reference (the “Property”); and

WHEREAS, Declarant intends to construct and thereafter maintain stormwater structural controls (the “Controls”) on the Property including, but not limited to, conduits, inlets, channels, pipes, retention or detention ponds and other devices and measures, necessary to collect, convey, store and control stormwater runoff, to be used for conveying stormwater from the Property to the City of Manvel separate storm sewer system (MS4).

WHEREAS, to ensure that the Controls continue to function according to the design and performance standards to which they were constructed, Declarant is imposing upon the Property, as a covenant running with the land, the obligation to maintain the Controls until such time, if ever, as the obligation to maintain the Controls is properly terminated;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant declares as follows:

- 1. Covenant Running with the Land.** Declarant covenants that the burdens and benefits made and undertaken under this Declaration constitute covenants running with the Property, binding all successors and assigns.
- 2. Declarant’s Responsibility to Construct and Maintain.** Declarant shall be responsible for the construction of the Controls. Declarant, its successors and assigns will at all times be responsible for the maintenance, repair and inspection of the Controls. The Controls are to be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of appropriate governmental authorities.
- 3. Location of the Controls.** The Controls shall be located on, over, across or under the Declarant’s Property.
- 4. City of Manvel.** The City of Manvel, or its designee, is authorized to access the Property as necessary to conduct inspections of the Controls to ascertain compliance with this Declaration and the City of Manvel stormwater management program requirements (“City of Manvel Requirements”) and if necessary or desirable, to maintain the Controls. The City of Manvel is relieved of all responsibility for the maintenance of the Controls for the term of this Declaration. In no event shall this Declaration be construed to impose any such obligation on the City of Manvel.

- 5. Maintenance of Controls.** The Declarant shall be entirely responsible for all maintenance activities associated with the Controls and shall maintain all Controls in a good and workmanlike manner. The Declarant shall implement appropriate maintenance activities immediately if any of the following instances occur: obstructions of inlets/outlets, mechanical failures (valves, pumps, gates, etc.), accumulation of trash, erosion or instability of slopes, accumulated sedimentation, excessive growth of vegetation/trees, and/or if written notice from the City of Manvel is issued requesting maintenance on the Control. The Declarant shall retain documentation of all maintenance activities performed on the Control and make the records available to the City of Manvel for review upon request.
- 6. Failure to Maintain.** If Declarant or its successors or assigns fails to maintain the Controls as required by this Declaration after 30 days written notice thereof, the City of Manvel, may, but is not obligated to, cause any and all maintenance to be taken and performed and otherwise to take whatever steps the City of Manvel deems necessary to maintain the Controls at the Declarant's expense. Declarant shall reimburse the City of Manvel within 10 days from receipt of written demand from the City of Manvel all costs incurred by the City of Manvel together with interest thereon from the date incurred by the City of Manvel at the lesser of (i) the maximum lawful rate of interest or (ii) 15% per annum until paid in full. Nothing in this paragraph or this Declaration, shall create or impose any liability on the City of Manvel, its agents, employees, successors or assigns, for damages alleged to result from or to be caused by stormwater drainage from the Property.
- 7. Conflicts.** The City of Manvel Requirements control over any inconsistent provisions of this Declaration. As applicable provisions of the City of Manvel Requirements are amended, modified, revised, deleted or moved to different sections, this Declaration is deemed to be revised so as to conform to the provisions of the City of Manvel Requirements as they may exist from time to time and are applicable to the Property or any part thereof.
- 8. Successors and Assigns Bound.** Declarant hereby agrees and acknowledges that maintenance of the Controls as set forth herein, the cost of maintenance, the City of Manvel access to the Controls, the City of Manvel rights of ingress and egress to the Controls and the City of Manvel right to recover all costs if Declarant fails to maintain the Controls are a burden and restriction on the use of the Property and the provisions of this Declaration shall be binding upon the Declarant, its successors and assigns and upon any future owners of the Property.

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which the Property was conveyed to such person. Whenever in this Declaration a reference is made to a party, such reference is deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party.
- 9. Negation of Partnership.** None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among Declarant and the City of Manvel or any

owners, mortgagees, occupants or otherwise; nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended nor shall it be construed to create any third party beneficiary rights in any person, except as expressly stated herein.

- 10. Enforcement.** If any person, persons, corporation or entity of any other type shall violate or attempt to violate this Declaration, the City of Manvel or its successors may institute proceedings at law, or in equity, against the person or entity violating or attempting to violate this Declaration and to prevent the person or entity from violating or attempting to violate the Declaration. The failure at any time to enforce this Declaration by the City of Manvel or its successors whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so in the future.
- 11. Entire Agreement.** This Declaration contains all the representations and the entire agreement of Declarant with respect to the subject matter. Any prior correspondence, memoranda or agreements are superseded by this Declaration. The provisions of this Declaration shall be construed as a whole according to their common meaning and not strictly for or against Declarant.
- 12. Notices.** All notices and approvals required or permitted under this Declaration shall be served by certified mail, return receipt requested, to a party at its last known address or its principal place of business. A courtesy email will also be sent. Date of service of notice shall be the date on which such notice is deposited in a post office of the United States Postal Service or successor governmental agency.
- 13. Governing Law; Performance.** This Declaration and its validity, enforcement and interpretation shall be governed by the laws of the State of Texas without regard to any conflict of laws principles and applicable federal law. This Declaration is performable only in Brazoria County, Texas.
- 14. Amendment.** This Declaration may not be amended or abrogated in part or whole, without the express written consent of the City of Manvel.
- 15. Rights of Mortgagees, Trustees or Lienholders.** No violation of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust, or the rights of any assignee of any mortgagee, trustee or lienholder under any such mortgage or deed of trust.
- 16. Gender and Grammar.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.
- 17. Titles.** The titles of sections contained herein are included for convenience only and shall not be used to construe, interpret or limit the meaning of the term or provision contained in this Declaration.
- 18. Recording of Agreement.** This Declaration shall be recorded in the Official Public Records of Brazoria County, Texas and shall constitute notice to all successors and assigns of the title to the Property of the rights and obligations contained herein.

DECLARANT

Organization: Nassar Group LLC

Signature: Ahmad Nassar

Print Name: Ahmad Nassar

Title: Manager

Email: Nassar@nassargroupllc.com

Phone #: 281-804-7553/713-373-6243

Mailing Address: 71 SUNSET PARK LN.
SUGAR LAND, TEXAS 77479

STATE OF Texas

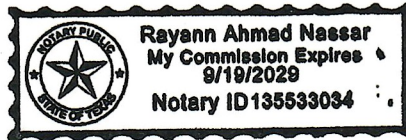
COUNTY OF Fort bend

Before me, the undersigned authority, on this day personally appeared Ahmad Nassar, Manager, known to me or proved to me through proper documentation to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of October, 2025

Rayann Ahmad Nassar
Notary Public in and for the State of TX

My commission expires: 9-19-2025



Approved as to form and content:

Signature: Ahmad Nassar

Print Name: Ahmad Nassar

Title: Manager

STATE OF Texas

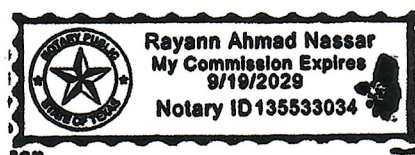
COUNTY OF Fort Bend

Before me, the undersigned authority, on this day personally appeared Ahmad Nassar, MANAGER, known to me or proved to me through proper documentation to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27 day of October, 2023

Rayann Ahmad Nassar
Notary Public in and for the State of TX




My commission expires: 9-19-2029

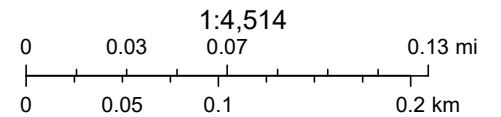


Brazoria CAD Web Map



10/23/2025, 2:45:28 PM

-  Parcels
-  Brazoria County Boundary
-  Streets



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Maxar

Brazoria County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

LINE	LINE BEARING	DISTANCE	CALLED BEARING
L1	S64°31'20"W	35.36'	S67°12'51"W
L2	N25°28'40"W	35.36'	

CONSTRUCTION NOTES:

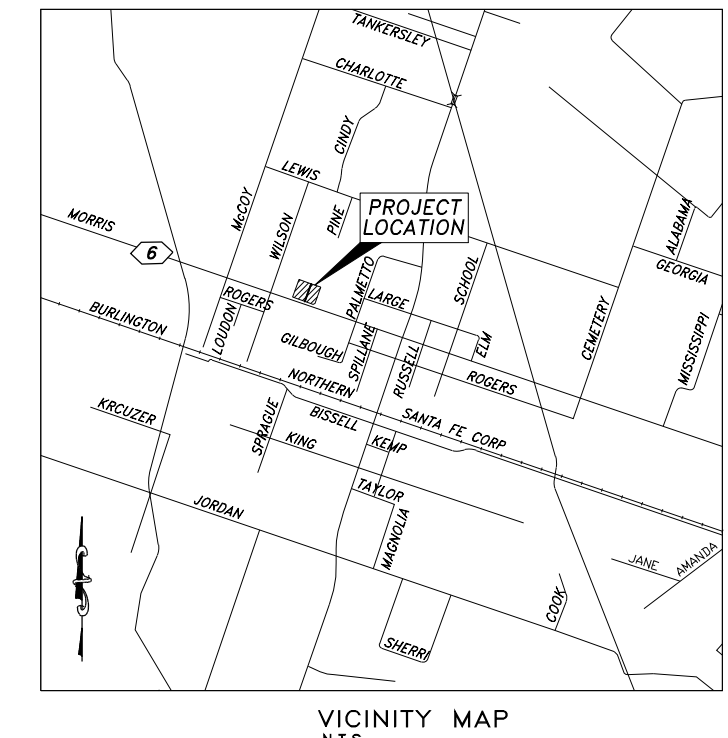
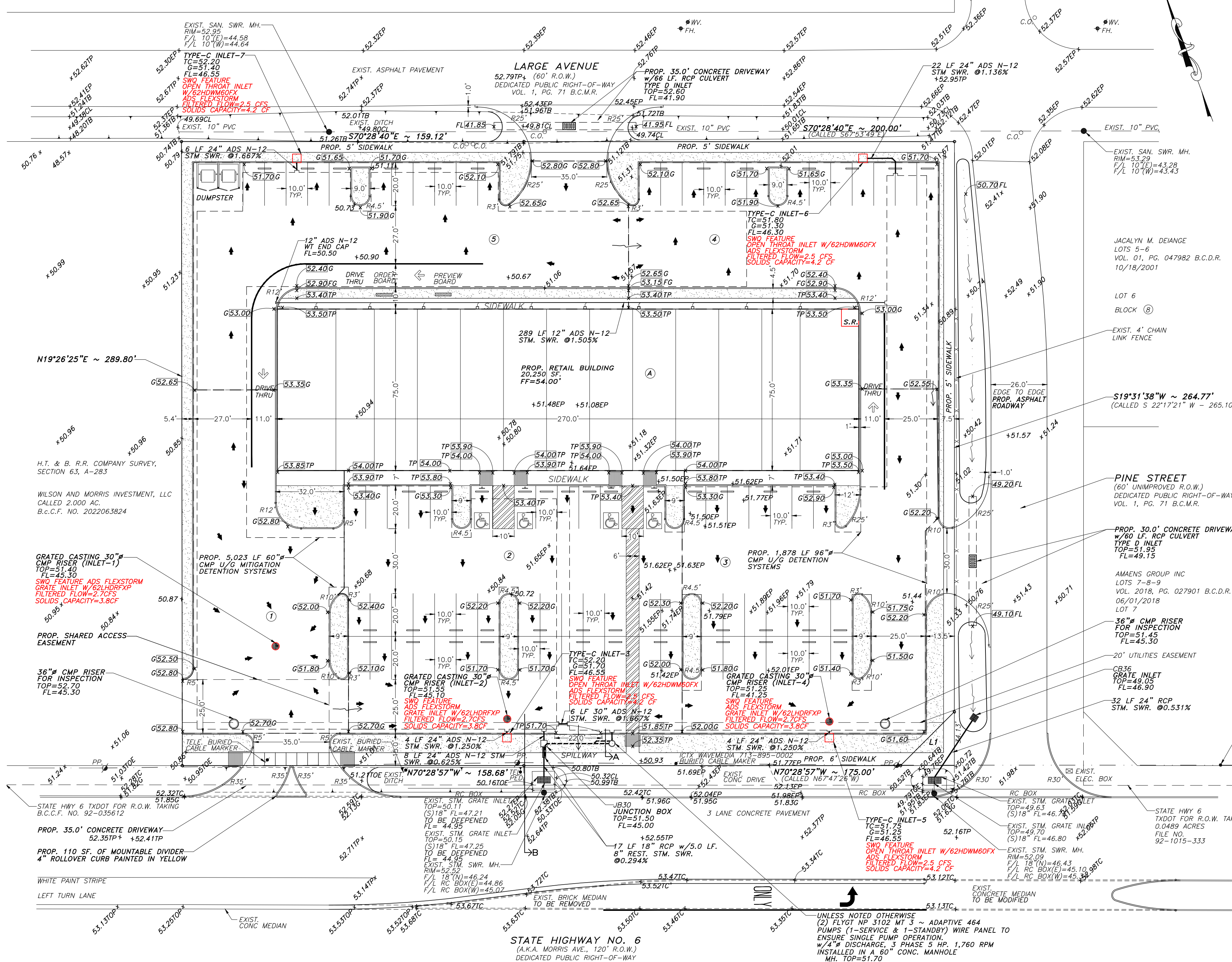
1. PRIVATE STORM SEWER PIPE SHALL BE ADS N-12 PIPE (CORRUGATED POLYETHYLENE PIPE) PER A.S.T.M. F-405, A.S.T.M. F-687, A.S.T.M. D-2321, AASHTO M-294. BEDDING, BACKFILLING AND INSTALLATION OF PIPE AND CONSTRUCTION OF APPURTENANCES SHALL BE IN ACCORDANCE WITH CITY OF MANVEL, SPECIFICATIONS FOR SEWER CONSTRUCTION, INCLUDING ALL AMENDMENTS AND REVISIONS, THERETO.
2. ALL UTILITIES PRESENTED ON THESE DRAWINGS ARE SHOWN AT THE APPROXIMATE LOCATIONS BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL FIELD DETERMINE THE EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION. HE SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND MAINTAIN THESE UNDERGROUND UTILITIES.
3. CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT ALL POINTS OF CROSSING TO DETERMINE IF CONFLICT EXISTS BEFORE COMMENCING ANY CONSTRUCTION. NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICT.
4. ALL FILL COMPACTION AND SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH SOIL REPORT SPECIFICATIONS.
5. ALL SEWERS UNDER OR WITHIN ONE (1) FOOT OF PROPOSED OR FUTURE PAVEMENT SHALL BE BACKFILLED WITH 1-1/2 CLASS CEMENT STABILIZED SAND TO WITHIN ONE (1) FOOT OF SUBGRADE.
6. THE WORK AREA SHALL BE BARRICADED AND ILLUMINATED DURING DARKNESS AND PERIODS OF INACTIVITY, WHEN IN AN AREA OF DIRECT PUBLIC ACCESS.
7. CONTRACTOR SHALL PROVIDE SHEETING, SHORING AND BRACING AS NECESSARY TO PROTECT WORKMEN AND EXISTING UTILITIES DURING ALL PHASES OF CONSTRUCTION.
8. UTILITIES ARE TO BE TAKEN TO WITHIN FIVE (5) FEET OF BUILDING. SEE PLUMBING SHEETS INDICATED FOR CONTINUATION OF SERVICE CONNECTIONS INTO BUILDING.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING, MAINTAINING, AND RESTORING ALL DRAINAGE SYSTEMS.
10. ALL FINISHED GRADES SHALL VARY UNIFORMLY BETWEEN FINISHED ELEVATIONS SHOWN.
11. CONTRACTOR IS TO NOTIFY ALL UTILITY COMPANIES TO VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES.
12. CONTRACTOR TO OBTAIN ALL PERMITS REQUIRED BY ALL GOVERNING AGENCIES. 13. CONTRACTOR TO COORDINATE WITH ARCHITECTURAL AND MECHANICAL/ELECTRICAL/PLUMBING DRAWINGS FOR CONNECTION AND/OR LOCATION OF ALL DOWN SPOUTS, EROSION PROTECT (SPASH BLOCKS) AND ALL PLUMBING AND SERVICE UTILITIES.
14. OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, RELIANT ENERGY H.L.&P. AT 713-207-7777.
15. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TEXAS M.U.T.C.D., MOST RECENT EDITION WITH REVISIONS) DURING CONSTRUCTION.
16. CAUTION: UNDERGROUND GAS FACILITIES ENTEX MAIN LINES (TO INCLUDE UNIT GAS TRANSMISSION, AND/OR INDUSTRIAL GAS SUPPLY CORPORATION WHERE APPLICABLE) ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE USUALLY NOT SHOWN. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT 713-223-4567 OR 1-800-889-8344 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED. * WHEN RELIANT ENERGY ENTEX PIPE LINE MARKINGS ARE NOT VISIBLE, CALL 713-967-8037 (7:00A.M. TO 4:30P.M.) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS. WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF RELIANT ENERGY ENTEX FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANICAL EXCAVATING PROCEDURES. * WHEN RELIANT ENERGY ENTEX FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.
17. SOUTHWESTERN BELL TELEPHONE CO. UTILITIES MAY EXIST IN STREET RIGHT OF WAY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING CONSTRUCTION. SIGNS, ETC. WHICH AFFECT THE PROPOSED CONSTRUCTION, SHALL BE REMOVED AND/OR RELOCATED AS REQUIRED WHETHER SHOWN ON DRAWINGS OR NOT.
18. ALL SIDEWALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2.00% PER ADA REQUIREMENTS.
19. THE CONTRACTOR SHALL PROVIDE FOR A MINIMUM OF 6-INCHES OF CLEARANCE AT ALL SANITARY SEWER AND WATER MAIN CROSSINGS, AND 6-INCHES OF MINIMUM CLEARANCE AT ALL SANITARY SEWER AND STORM SEWER CROSSINGS.

STANDARD PERMIT NOTES:
 A. CONTRACTOR TO OBTAIN ALL PERMITS REQUIRED BY REGULATION CITY OF MANVEL, TEXAS FOR FLOOD PLAIN MANAGEMENT PRIOR TO STARTING CONSTRUCTION.
 B. OWNER TO OBTAIN ALL PERMITS REQUIRED BY CITY OF MANVEL, TEXAS PRIOR TO STARTING CONSTRUCTION OF UTILITY AND/OR CULVERTS WITHIN FORT BEND COUNTY ROAD RIGHT OF WAY.

CONSTRUCTION NOTE:
 IN AREAS WHERE THE PROJECT DESIGN INCORPORATES FILL ADJACENT TO NEIGHBORING LANDOWNERS, THE CONTRACTOR SHALL IMPLEMENT GRADING AND/OR PERIMETER RUNOFF DETACHMENT DEVICES (E.G., PERIMETER DITCHES) DURING CONSTRUCTION TO ENSURE THAT ADJACENT PARCELS BORDERING THE PROJECT SITE DO NOT EXPERIENCE INTERIM DRAINAGE FLOWS THAT EXCEED PRE-DEVELOPMENT CONDITIONS FOR STORM EVENTS UP TO AND INCLUDING THE CURRENT STORM DRAINAGE DESIGN CRITERIA AT THE TIME OF PERMIT OR CARRY SEDIMENT GENERATED AS PART OF CONSTRUCTION ACTIVITIES, WHERE APPLICABLE. THESE PRACTICES ARE IN ADDITION TO THE STANDARD STORM WATER DESIGN AND SHALL INCLUDE ADDITIONAL DITCHES REDIRECTING SITE DRAINAGE OR TEMPORARY PIPING. THIS NOTE IS NOT INTENDED TO ADDRESS ANY LIABILITY OR RESPONSIBILITY UNDER TEXAS WATER CODE 11.086.

PRIVATE ENGINEERING NOTE:
 CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
 UNAUTHORIZED CHANGES & USES:
 THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

LOT 90
 UNITED 12, LLC
 CALLED 10,000 AC.
 VOL. 2023, PG. 092116 B.C.D.R.
 (11/17/2023)



LEGEND

	PROPOSED STORM GRATE INLET
	PROPOSED GRATED CASTING
	PROP. STORM SEWER PIPE
	FLOW DIRECTION
	DRAINAGE AREA BOUNDARY
	DRAINAGE AREA NUMBER
	PROPOSED GUTTER ELEVATION
	PROPOSED TOP PAV. ELEVATION
	PROPOSED FLOW LINE
	PROPOSED FINISH GRADING
	EXISTING NG. ELEVATION
	GRASSED SWALE FLOW DIRECTION AND/OR EXTREME EVENT FLOW

DETENTION REQUIREMENT
 DEVELOPMENT TRACT AREA = 2.3804 AC.
 CITY OF MANVEL DRAINAGE CRITERIA MANUAL
 PROPOSED IMPERVIOUS AREA = 2,1506 AC. (90.55% IMPERVIOUS)
 DETENTION RATE = 0.65 AC.-FT./AC. PER GROSS ACRE.
 DETENTION VOLUME REQUIRED
 2.3804 ACRES X 43,560 SF./AC. X 0.65 AC.-FT./AC. = 67,398.65 CF.
 1.5473 AC.-FT.

TxDOT DETENTION REQUIREMENT
 PROPOSED IMPERVIOUS AREA = 2,1765 AC. (91.43% IMPERVIOUS)
 DETENTION RATE = 0.909 AC.-FT./AC. SEE DETENTION RATE ANALYSIS
 DETENTION VOLUME REQUIRED
 2.3804 ACRES X 43,560 SF./AC. X 0.909 AC.-FT./AC. = 94,254.41 CF.
 2.1638 AC.-FT.

DETENTION VOLUME REQUIRED (MORE RESTRICTIVE CRITERIA)
 DETENTION VOLUME REQUIRED = 94,254.41 CF.
 = 2.1638 AC.-FT.

DETENTION VOLUME PROVIDED (60" # CMP U/G)
 PROPOSED UNDERGROUND STORM PIPES DETENTION
 VOL. = (8.0' x 3.1416) / 4 x 1,878 LF. = 94,463.04 CF.
 = 2.1638 AC.-FT.

FLOOD PLAIN MITIGATION VOLUME REQUIRED = 98,101.04 CF.
 MITIGATION VOLUME PROVIDED (60" # CMP U/G)
 PROPOSED UNDERGROUND STORM PIPES DETENTION
 VOL. = (5.0' x 3.1416) / 4 x 5,023 LF. = 98,450.80 CF.
 = 2.260 AC.-FT.

TxDOT ALLOWABLE DISCHARGE PER RECORD DRAWING: NH93(72)M
 SITE FALLS UNDER EXISTING DRAINAGE AREA C12, C14 & C22
 TOTAL EXISTING DRAINAGE AREA (C12+C14+C22) = 10.1 AC.
 TOTAL EXISTING ALLOCATED Q (C12+C14+C22) = 34.17 CFS.
 SITE SHARE = 2.3804/10.1 AC. = 0.235683 ~ 23.57%
 ALLOWABLE Q = 34.17 CFS. x 23.57% = 8.05 CFS.
 ALLOWABLE DISCHARGE = 8.05 CFS.

RESTRICTOR PIPE AT THE POINT OF DISCHARGE TO
 D = 0" / (2.25 in")
 D = (8.05) / (2.25 in") = 3.58 in"
 D = 1.06 FT. = 12.72"
 USE 8" PVC SCH. 40 RESTRICTOR PIPE AS PER EPA SWMM

EXTREME EVENT OVERFLOW (SPILLWAY)
 RROP: CONDITIONS G-100 YEAR = 25.397 CFS.
 WALL NOT RECTANGULAR WEIR
 Q = 3.367 L/H^{1.5}
 WHERE H = 0.50'
 25.397 CFS. = 3.367 x L (0.50'^{1.5})
 L = 21.33 LF.
 SPILLWAY : 22.00' BASE x 0.50' DEPTH OF FLOW = 26.189 CFS.

GRAVITY VOLUME DETAIL
 100-YEAR WSE = 49.45'. GRAVITY OUTFALL FL = 45.10'
 GRAVITY OUTFALL FL = 45.10' - 41.45' = 3.65' ~ 54% GRAVITY
 VOL. = 0.54 X 98,602.70 CF. = 53,245.46 CF.
 GRAVITY VOL. (54%) = 53,245.46 CF.

PUMPED VOLUME DETAIL
 GRAVITY OUTFALL FL = 45.10' AVG BOTTOM FL = 41.45'
 PUMPED DEPTH = 45.10' - 41.45' = 3.65' ~ 46% PUMP
 VOL. = 0.46 X 98,602.70 CF.
 PUMPED VOL. (46%) = 45,357.24 CF.

DETENTION SUMMARY

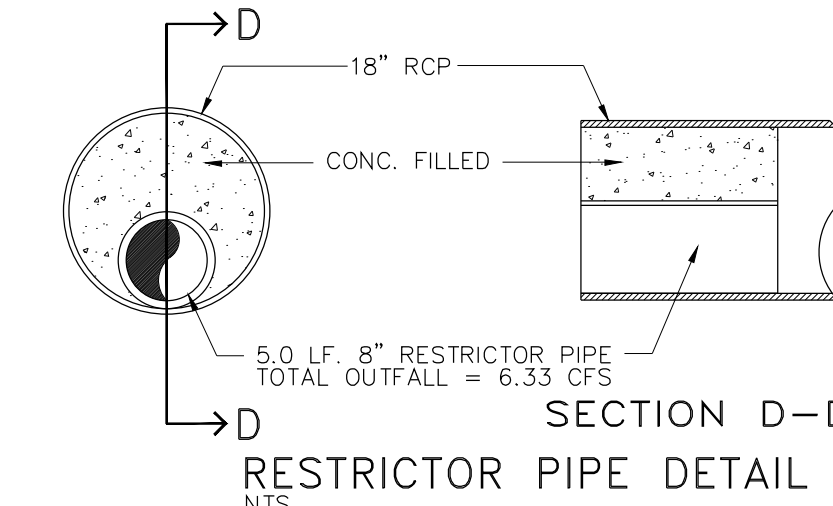
1. OVERALL ACREAGE	= 2.3804 ACRE
2. EXISTING IMPERVIOUS AREA	= 0.1350 ACRE
3. PROPOSED DEVELOPMENT AREA	= 2.1506 ACRE
4. DETENTION RATE	= 0.909 AC.-FT./AC.
5. DETENTION STORAGE VOLUME REQUIRED	= 2.164 AC.-FT.
6. DETENTION STORAGE VOLUME PROVIDED	= 2.169 AC.-FT.
7. MITIGATION STORAGE VOLUME REQUIRED	= 2.260 AC.-FT.
8. MITIGATION STORAGE VOLUME PROVIDED	= 2.260 AC.-FT.
9. MAXIMUM DESIGN WATER SURFACE ELEVATION	= 50.15'
10. MAXIMUM ALLOWABLE OUTFALL RATE	= 6.33 CFS.
11. RESTRICTOR PIPE	= 8"

THIS TRACT LIES IN ZONE "AO" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, COMMUNITY PANEL NO. 48039C0130K, DATED DECEMBER 30, 2020. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

BENCHMARK:
 FLOODPLAIN REFERENCE MARK NUMBER AWS884 IS AN NGS VERTICAL CONTROL DISC, STAMPED 01277 1978, LOCATED 1 MILE WEST FROM MANVEL ABOUT 1 MILE WEST ALONG ATCHISON, TOPERA AND SANTA FE RAILROAD FROM THE MASTERS STREET CROSSING IN MANVEL.
 ELEVATION = 53.49 FEET NAVD 1988, 2001 ADJUSTMENT

1.3233 ACRES (57,643 SQ. FT.) & 1.0571 ACRES (46,048 SQ. FT.) OF LAND BEING A PORTION OF OUTLOT 87 OF DR. AA LUTHER SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN VOL. 1, PG. 71 OF THE MAP RECORDS OF BRAZORIA COUNTY, TEXAS.

SITE STORM DRAINAGE, PAVING AND GRADING PLAN
 SCALE: 1"=30'-0"



REVISIONS

NO.	DATE	DESCRIPTION

IN THE CITY OF MANVEL, BRAZORIA COUNTY, TEXAS

PROPOSED RETAIL
 19925 MORRIS AVENUE
 MANVEL, TEXAS 77578

M LANZA ENGINEERING & PLANNING, P.L.L.C.
 CIVIL, MECHANICAL, ELECTRICAL & PLUMBING ENGINEERS & PLANNERS
 11803 SPRING CYPRESS RD., SUITE B
 LOMBARD, TEXAS 77377
 FRM NO. F-13716

Manza@manzaengineering.com
 (832) 559-9816
 (832) 688-4983
 (832) 688-4983

M LANZA ENGINEERING, P.L.L.C. ALL RIGHTS RESERVED. THE WHOLE OR PARTIAL REPRODUCTION, COPYING, SALE OR DISTRIBUTION OF THIS DOCUMENT IS STRICTLY PROHIBITED UNLESS IT IS FORMALLY AUTHORIZED BY M LANZA ENGINEERING, P.L.L.C.
 UNAUTHORIZED CHANGES & USES:
 THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

engineering

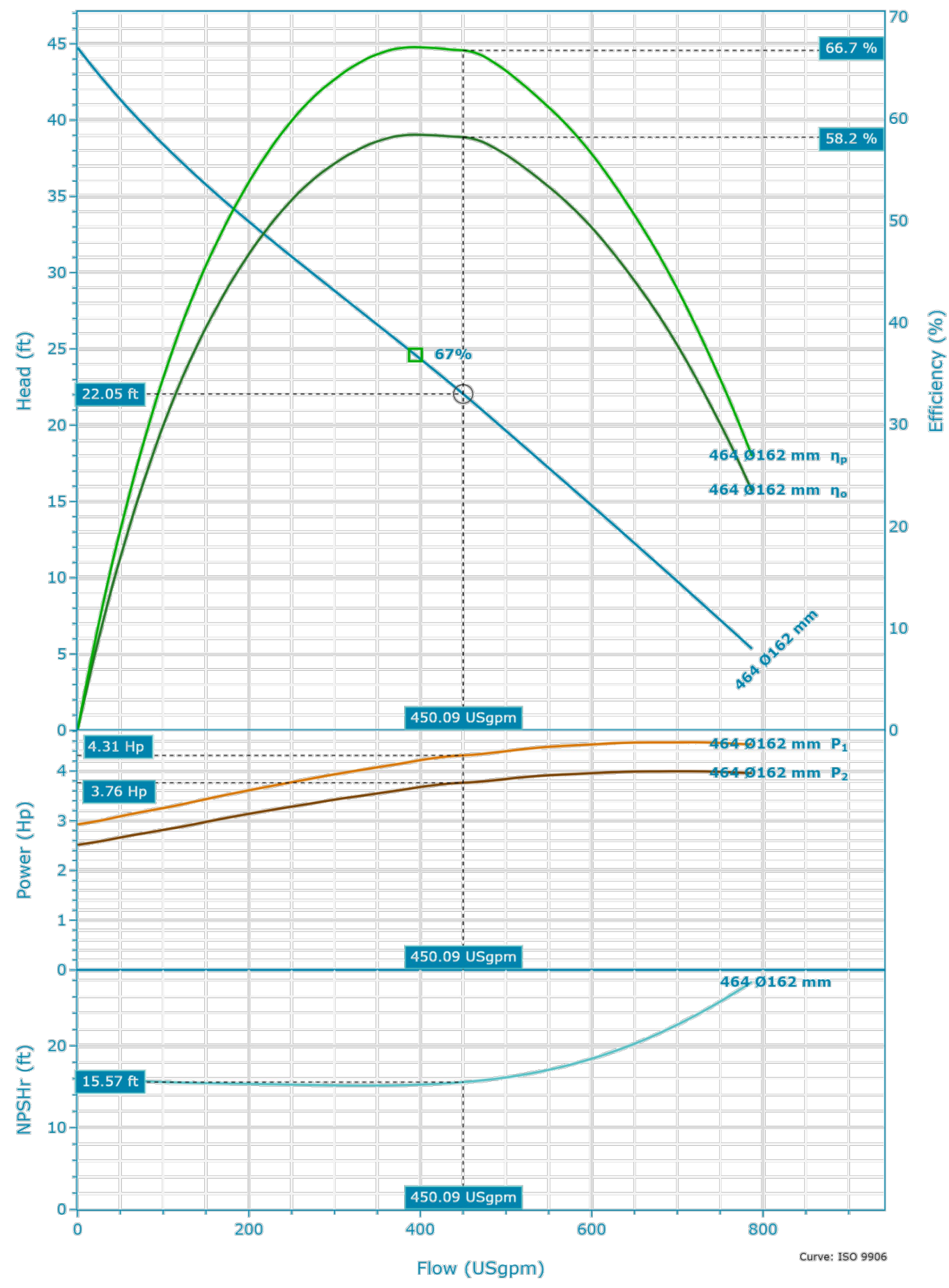
P.E. STAMP:

DESIGN BY: Mario E. Lanza, P.E.
 DRAWING BY: Mario E. Lanza, P.E.
 DATE: October 13, 2025

SCALE: 1"=30'-0"
 FILE: M/2025/ADAM NASSAR/
 19925 MORRIS AV./STORM
 DRAWING: C-5
 SHEET: 7/20

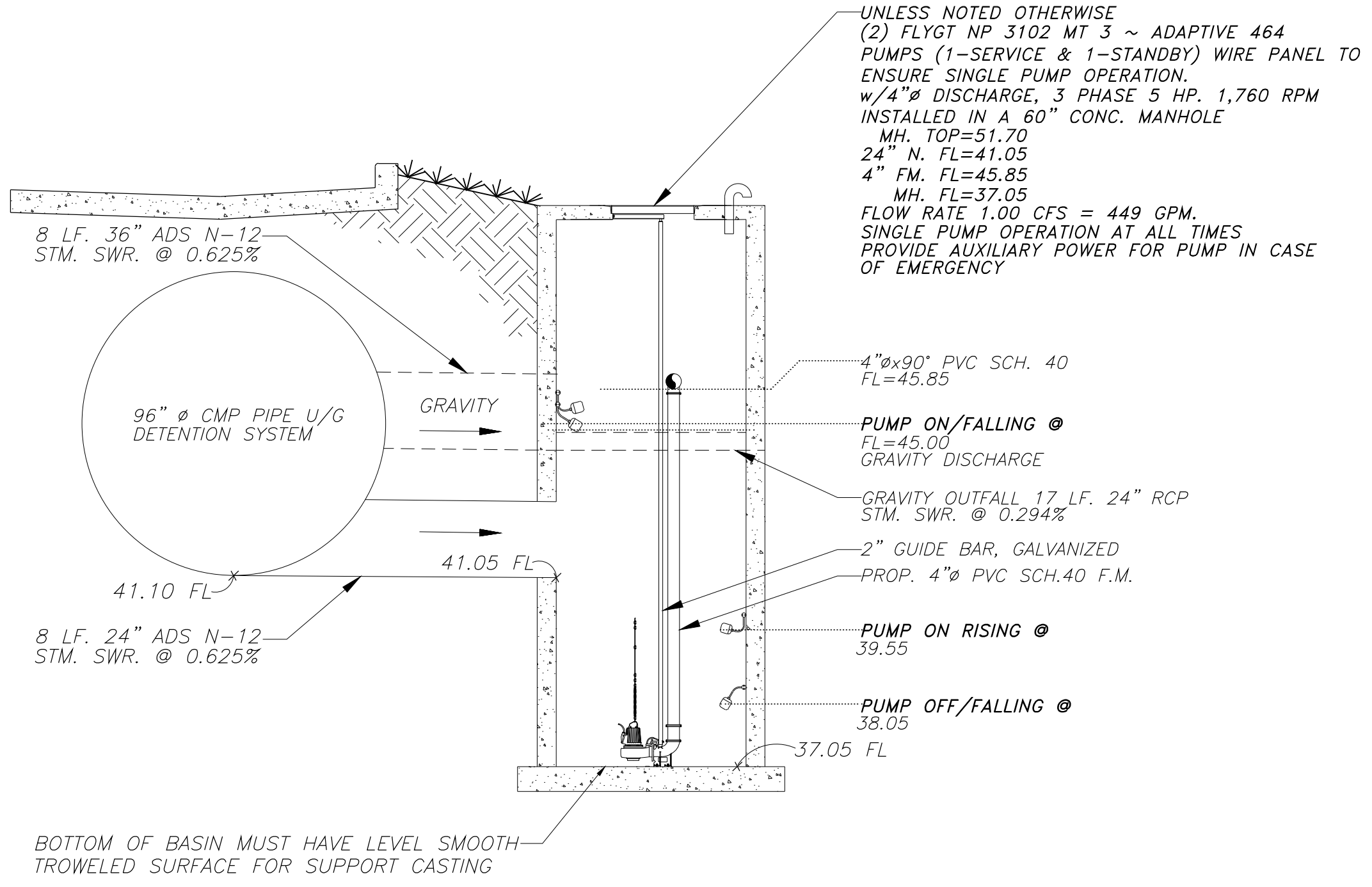


NP 3102 MT 3~ Adaptive 464 | Hydraulic Data & Performance Curve

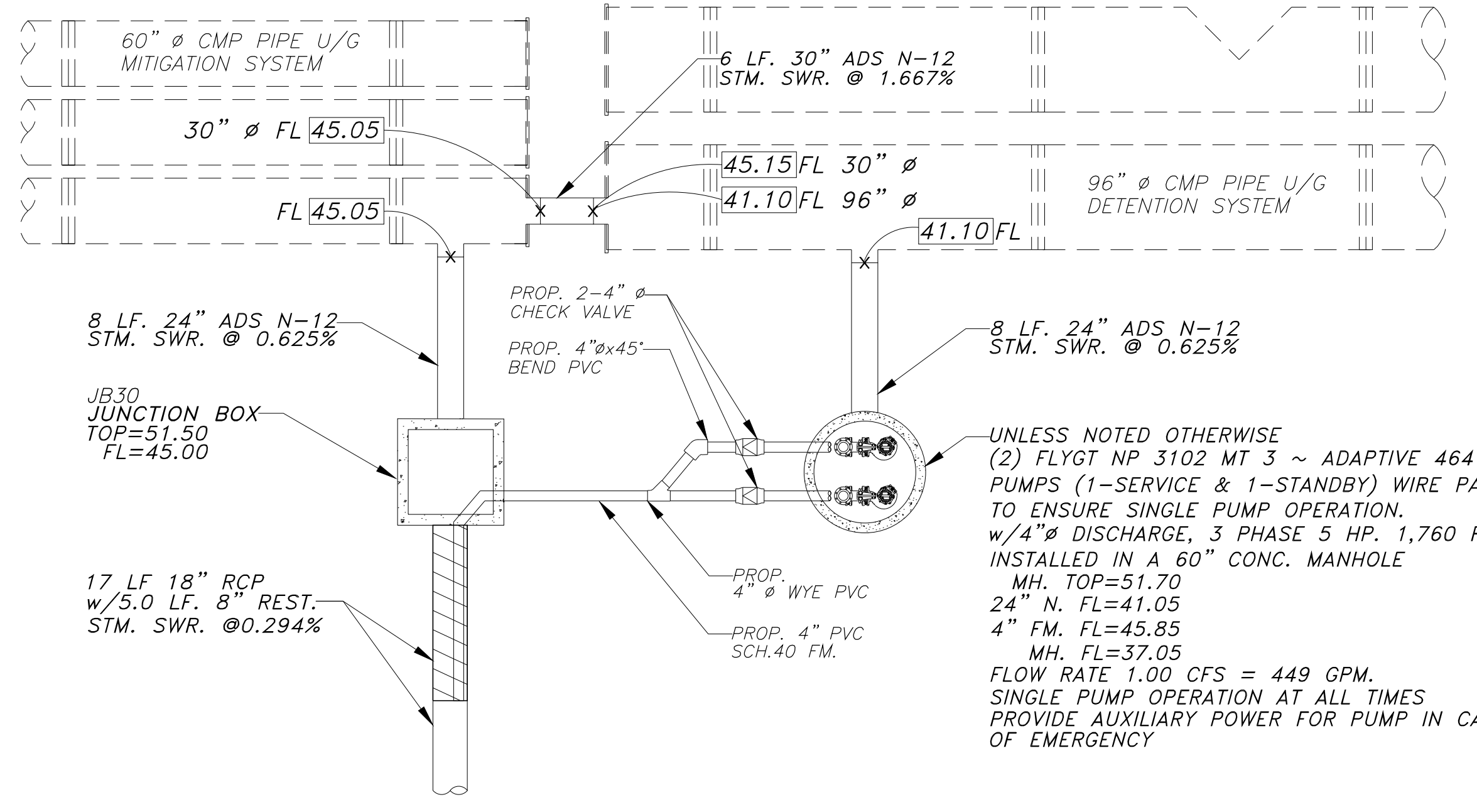


Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Selection	Fluid
Series: N 3000	Fluid Type: Water
Name: Impeller Diameter	Density: 62.428 lb/ft ³
	Fluid Temperature: Dynamic Viscosity



SECTION-A PIPE U/G DETENTION AND PUMPED OUTFALL DETAIL NTS



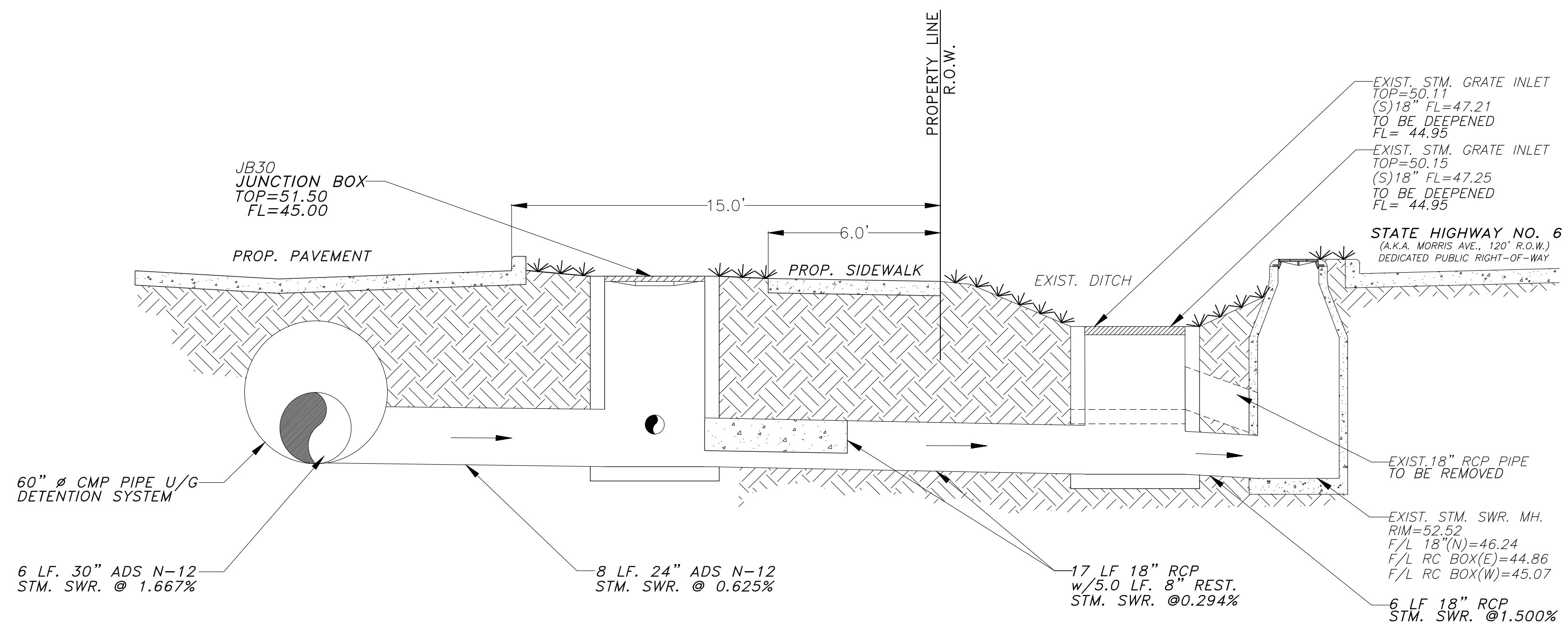
PLAN VIEW PIPE U/G DETENTION AND PUMPED OUTFALL DETAIL NTS

30" PIPE CAPACITY

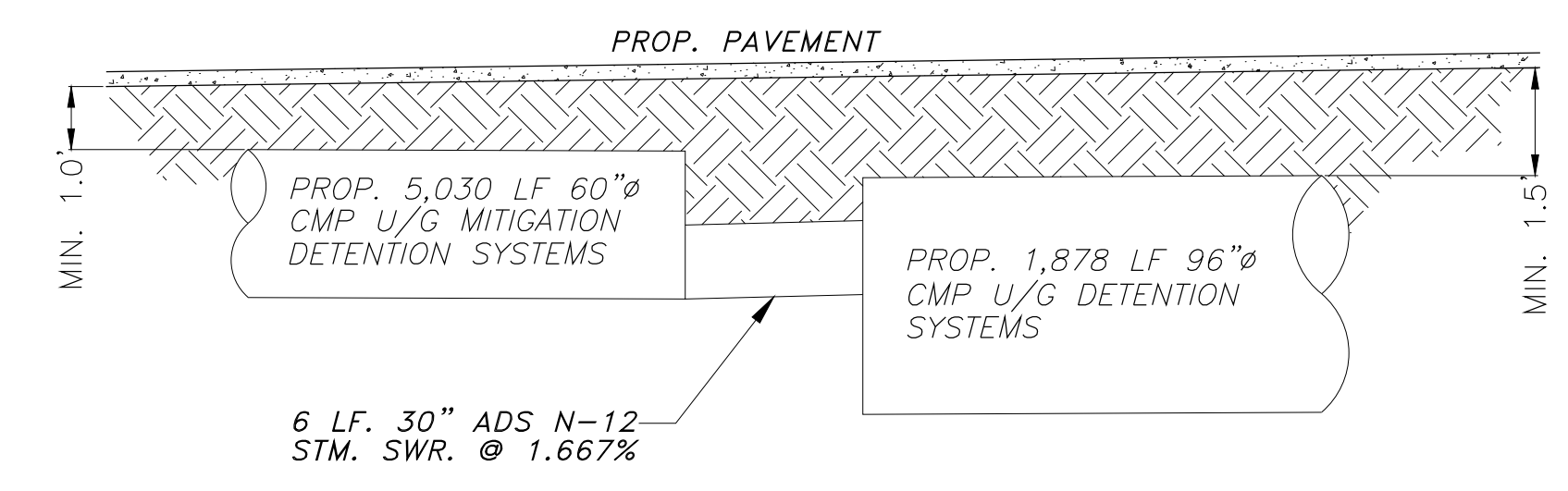
A = AREA = 4.91
 n = ROUGHNESS COEFFICIENT = 0.012
 R = HYDRAULIC RADIUS = 0.625'
 S = SLOPE = 1.1667%

$$Q = \frac{1.49}{0.012} (4.91)(0.625)^{2/3} (0.01667)^{1/2}$$

Q: 18.167 CFS



SECTION-B U/G DETENTION AND GRAVITY OUTFALL DETAIL NTS



SECTION-C CONNECTION PIPE BETWEEN U/G SYSTEMS NTS

NO.	DATE	REVISIONS

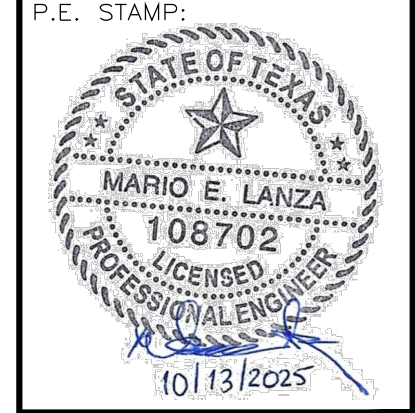
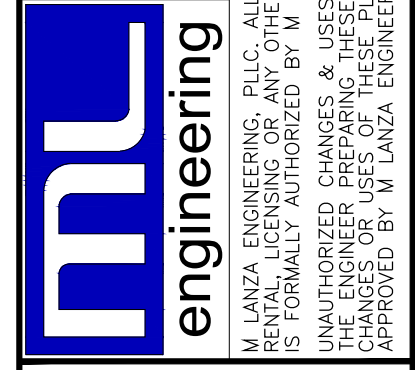
IN THE CITY OF MANVEL, TEXAS
 BRAZORIA COUNTY

PROPOSED RETAIL
 19925 MORRIS AVENUE
 MANVEL, TEXAS 77578

LEGAL: 32.33 ACRES (57,643 SQ. FT.) & 1,957.1 ACRES (46,048 SQ. FT.) OF LAND BEING A PORTION OF OULET 87 OF DR. "A" LUTHER SUBDIVISION ACCORDING TO THE MAP OR RECORD IN THE PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS. RECORDED IN VOL. 1, PG. 71 OF THE MAP RECORDS OF BRAZORIA COUNTY, TEXAS.

M LANZA ENGINEERING P.L.L.C.
 CIVIL, MECHANICAL, ELECTRICAL & PLUMBING ENGINEERS & PLANNERS
 11803 SPRING CYPRESS RD., SUITE B
 TOMBALL, TEXAS 77377
 FIRM NO.: F-13716
 C 832.959.9816
 F 832.958.4983
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DESIGN BY: Mario E. Lanza, P.E.
 DRAWING BY: Mario E. Lanza, P.E.
 DATE: October 13, 2025
 SCALE: NTS
 FILE: ML/2025/ADAM NASSAR/19925 MORRIS AVE./DETAILS
 DRAWING: C-10
 SHEET: 12/20



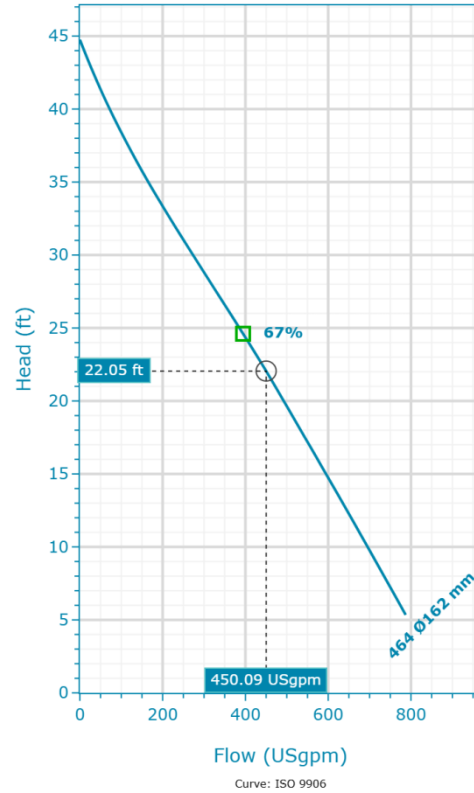
NP 3102 MT 3~ ADAPTIVE 464

Created On: 7/29/25

NP 3102 MT 3~ Adaptive 464 | Configuration Summary



Flygt's self-cleaning non-clog N-pumps feature innovative designs and functions that deliver high sustained efficiency and the most reliable operation. This makes them the most reliable choice available for a broad range of wastewater applications for tough applications such as unscreened sewage, wastewater and sludge up to an 8 percent solids concentration. Impeller material available in Hardened cast Iron, Hard Iron and Stainless Steel to fit any wastewater application.



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

GENERAL

Explosion Proof	Impeller Diameter
No	162 mm
Max. Pumped Media Temp.	
104 °F	

MATERIAL AND COATING

Impeller Material	Stator Cover Material
Hard-Iron	Grey Cast Iron
Volute Material	
Grey Cast Iron	

MOTOR

Rated Voltage	Motor Efficiency Class
460 V	Standard
Coupling	Rated Power
Y	5 Hp

INSTALLATION

Installation Type
P - Semi-Permanent, Wet

NP 3102 MT 3~ Adaptive 464 | Product Details

Description

N 3102

Wastewater N-Technology Pump With Adaptive N® Impeller

Flygt N-pumps take on the toughest applications and get the job done. Every component is designed and manufactured to deliver sustained high efficiency. Thanks to patented N-technology with its innovative self-cleaning impeller, Flygt N-pumps deliver the highest total efficiency. They lower your energy bill and reduce unplanned maintenance costs. That adds up to total peace of mind – and big savings over the long term. Most solid objects entering the pump will pass through the impeller between the impeller vanes. If an object gets caught on the leading edge of one of the vanes, it will slide along the backswept shape towards the perimeter of the inlet. Due to the mechanical self-cleaning design, a sludge concentration up to 8% can easily be pumped.

Flexible and Modular Design

- This self-cleaning pump features innovative functions that make it the best choice for a broad range of applications. The modular hydraulic design enables you to tailor the hydraulics to meet the requirements of virtually any application.
- Replaceable wear ring in two materials, gray iron or Hard-Iron, for different operation conditions
- Hardened gray iron impeller for typical wastewater applications
- Hard-Iron impeller for abrasive and corrosive applications
- Stainless steel impeller for special applications that require duplex stainless steel
- Short shaft overhang reduces shaft deflection and increases seal and bearing life
- Motor designed for submersible use. Heat is concentrated to the stator core for improved cooling properties
- The double mechanical seal system consists of two sets of mechanical shaft seals that work independently to provide double security. Available in Tungsten carbide (WCCR) or Silicone carbide (SiC) depending on pumped media.
- Griploc mechanical face seal system secures locking to the shaft, no rubber friction, no grub screws and no shaft damage
- Motor cable SUBCAB ® specially developed for submersible use.

Product Features

- Sustained high efficiency
- Hardened cast iron, optional Duplex stainless steel and Hard-Iron impellers
- State-of-the-art wastewater pump with enhanced Adaptive N® hydraulic
- Sustained high efficiency with energy savings up to 25%
- Flexible and modular design
- Robust and reliable

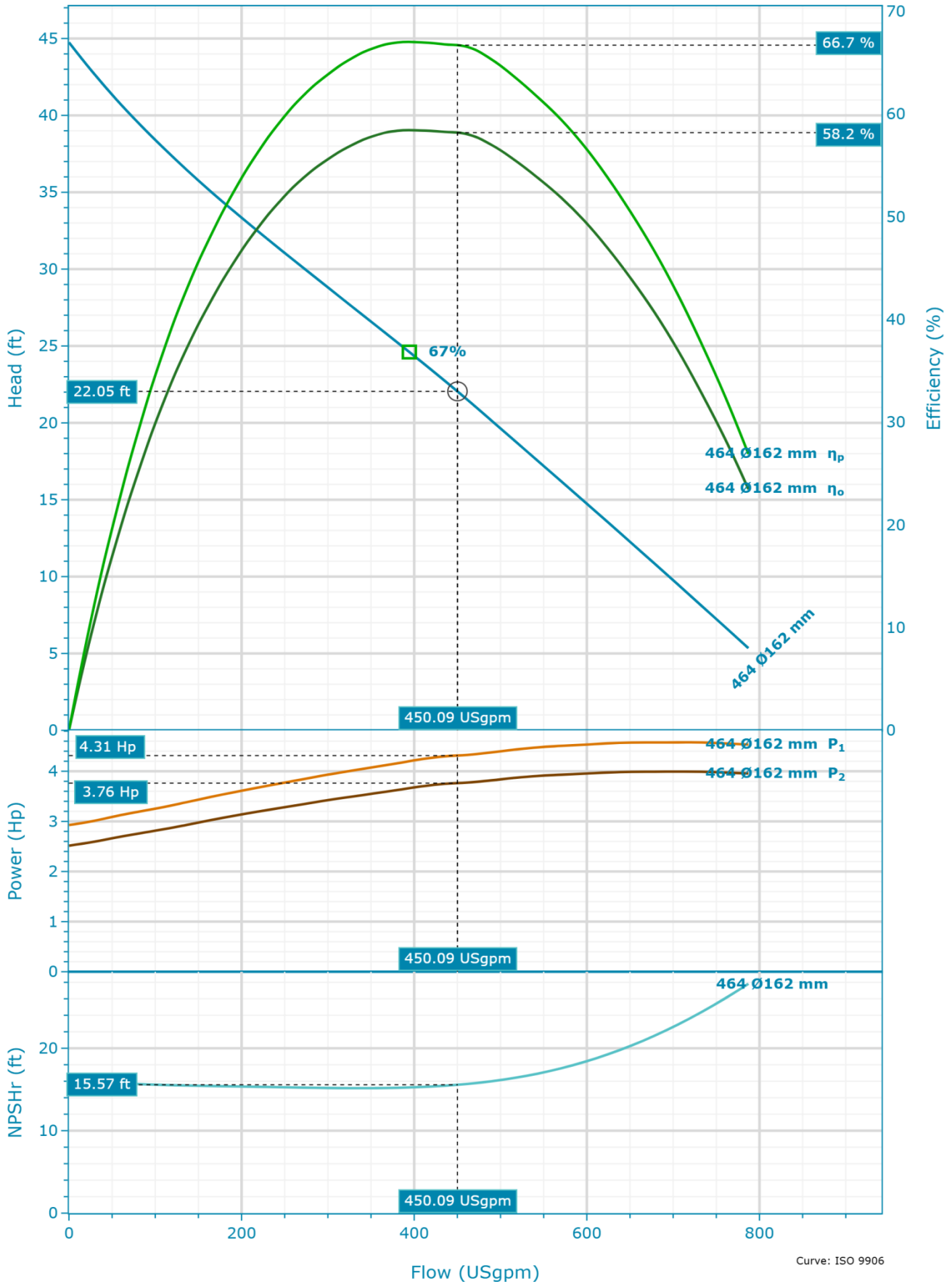
Construction Materials

Impeller Material Hard-Iron	Volute Material Grey Cast Iron	Stator Cover Material Grey Cast Iron
---------------------------------------	--	--

Motor

Rated Power 5 Hp	Number Of Phases 3	Start Current Ratio 6.09	Motor Issue 12
Motor Denomination 18-11-4AL	Rated Motor Speed 1,760 RPM	Insulation Class H	Locked Rotor Code H
Motor Efficiency Class Standard	Rated Voltage 460 V	Approval Standard	Max starts per hour 30
Version Code 060	Rated Current 7 A	Total moment of inertia 0.6266 ft ² lbf	Power Factor 100% 0.82
Frequency 60 Hz	Start Current 40 A	Type of duty S1	Power Factor 75% 0.77
Max P2 (1x) 3.99 Hp	Starting Current, Direct Starting 40 A	Stator Variant 62	Power Factor 50% 0.65
Number Of Poles 4	Starting Current, Star Delta 13.33 A	Motor Module 135	Efficiency 100% 86.8 %
			Efficiency 75% 87.5 %
			Efficiency 50% 86.6 %

NP 3102 MT 3~ Adaptive 464 | Hydraulic Data & Performance Curve



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Selection

Series
N 3000
Name

Curve Code
464
Impeller Diameter

Fluid

Fluid Type
Water
Fluid Temperature

Density
62.428 lb/ft³
Dynamic Viscosity

NP 3102 MT 3~ Adaptive 464	162 mm	39.2 °F	1.567212 cP
Frequency	Inlet Diameter	Specific Gravity	Fluid Vapor Pressure
60 Hz	100 mm	1	0.118 psi
Total Flow	Outlet Diameter		
449.00 USgpm	4 in		
Total Head	Number Of Vanes		
22.00 ft	2		
Pump Flow			
449.00 USgpm			
Pump Head			
22.00 ft			
System Type			
Single Pump			
Operating Pumps			
1			
Standby Pumps			
No Standby Pump			

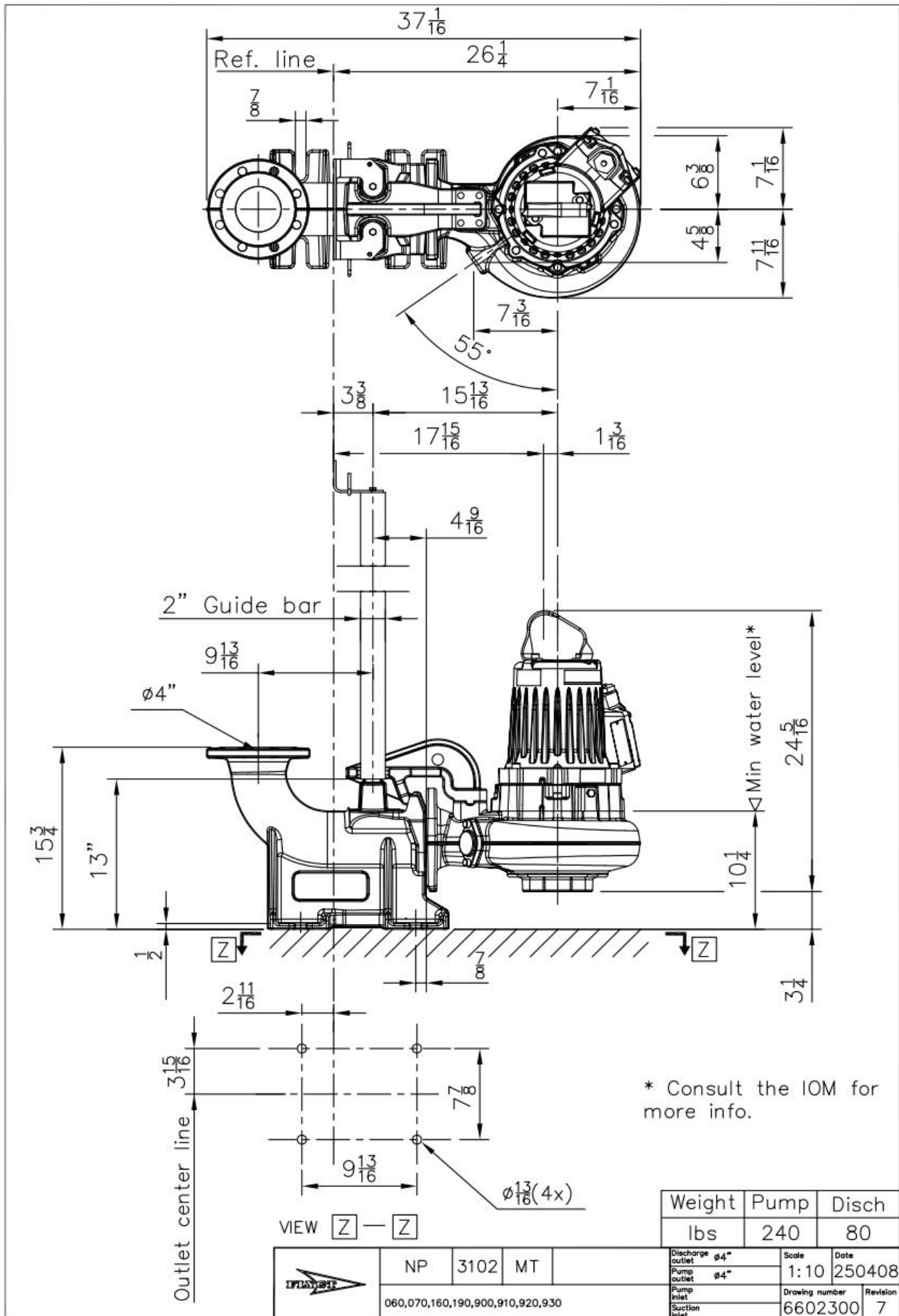
Design Point

Flow	Shaft power (P2)
450.09 USgpm	3.76 Hp
Head	NPSHR
22.05 ft	15.57 ft
Overall Efficiency (η_o)	Static Head
58.20 %	12.00 ft
Pump Efficiency (η_p)	Flow To BEP Ratio
66.72 %	114.1 %
Input Power (P1)	
4.31 Hp	

Design Curve

Rated Speed	BEP Flow
60 Hz	394.34 USgpm
Max Flow	BEP Head
787.18 USgpm	24.61 ft
H@QMin	Max P2
44.75 ft	3.99 Hp
H@QMax	Specific Energy
5.34 ft	0.000119 kWh/USgal
BEP	
67 %	

NP 3102 MT 3~ Adaptive 464 | Dimensional Data & Drawing



Company	Hahn Equipment
Contact	Michael Cochran
Phone No.	8066544655
Email	mikec@hahnequipment.com

ORDINANCE NO. 2026-O-01

AN ORDINANCE AMENDING ORDINANCE NO. 2025-O-28 AMENDING THE CITY FISCAL YEAR 2025-2026 BUDGET ENDING SEPTEMBER 30, 2026, BY AMENDING THE CAPITAL PROJECTS FUND TO RECOGNIZE THE ADDITIONAL EXPENSE FOR THE CITY HALL EXPANSION “WEST WING” AND HERITAGE PARK PROJECT (PROJECT #FY 2025-02) AND DIRECTING THE BUDGET OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET WITH THE CITY SECRETARY AND WITH THE OFFICE OF THE BRAZORIA COUNTY CLERK AND PROVIDING THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION

WHEREAS, by Ordinance No. 2025-O-28, the City Council of the City of Manvel, Texas, adopted its original budget for Fiscal Year ending September 2026; and

WHEREAS, by Ordinance 2025-O-32, and 2026-O-01, the City Council of the City of Manvel, Texas, amended the budget for the Fiscal Year ending September 2026; and

WHEREAS, Texas Local Government Code §102.010 provides that a municipality may make changes in the budget for municipal purposes; and

WHEREAS, the Capital Project Fund budget amendment is to recognize the additional funds needed for FY 2025-02 City Hall West Wing Expansion and Heritage Park Project.

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

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct. The City Council deems the purpose for this budget amendment is a municipal purpose.

SECTION 2: That the Capital Project Fund budget for the Fiscal Year ending September 30, 2026, of the City of Manvel, Texas, is hereby amended as;

Line Item	Description	Current	Playground	Increase	Amended
50-91-7537	City Hall Expansion	\$5,707,716.00		\$1,292,284.00	\$7,000,000.00
50-91-7538	Heritage Park	\$826,549.46	(161,081.54)	\$1,334,532.08	\$2,000,000.00
50-09-4999	Transfer In - Fund Balance	\$53,162,556.00		\$2,626,816.08	\$55,789,372.08

Fund Balance 9/30/25	\$ 59,017,980.90	
Fund balance 10/1/25	\$ (53,162,556.00)	
Fund balance for West Wing/	\$ (2,626,816.08)	
Balance	\$ 3,228,608.82	

SECTION 3: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

ORDINANCE NO. 2026-O-02

AN ORDINANCE AMENDING CHAPTER 53 – “SIGNS” OF THE CITY OF MANVEL CODE OF ORDINANCES BY ADDING A NEW ARTICLE II. “ELECTIONEERING AND CAMPAIGN SIGNS AT CITY-OWNED POLLING PLACES”, GOVERNING ELECTIONEERING AND CAMPAIGN SIGNS ON CITY-OWNED PROPERTY USED AS POLLING PLACES FOR EARLY VOTING AND ELECTION DAY; ESTABLISHING REASONABLE TIME, PLACE, AND MANNER REGULATIONS; LIMITING THE NUMBER AND SIZE OF CAMPAIGN SIGNS; PROHIBITING CANOPIES AND OTHER TEMPORARY STRUCTURES; PROVIDING FOR ENFORCEMENT AND ABATEMENT; AND PROVIDING AN EFFECTIVE DATE. PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Manvel (“City”) has adopted Chapter 53 – “Signs” of the City of Manvel, Code of Ordinances regulating the construction, placement, and maintenance of signs within the City; and

WHEREAS, the City periodically uses City-owned or City-controlled property as polling places for early voting and election day voting; and

WHEREAS, the **Texas Election Code** prohibits electioneering within one hundred (100) feet of an entrance to a polling place and authorizes reasonable regulation of electioneering activity outside that boundary (**Texas Election Code** §§ 61.003, 85.036); and

WHEREAS, the City Council finds that additional, polling-place-specific regulations are necessary to protect public safety, accessibility, and the orderly administration of elections at City-owned facilities;

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

Section 1. Chapter 53 – “Signs” of the City of Manvel, Code of Ordinances is hereby amended by adding a new article II to read as follows:

Chapter 53 – SIGNS

ARTICLE 1. GENERAL REGULATIONS.

...

ARTICLE 2. ELECTIONEERING AND CAMPAIGN SIGNS AT CITY-OWNED POLLING PLACES.

Sec. 53-23. – Purpose and Intent.

(a) The purpose of this Article is to establish reasonable, content-neutral time, place, and manner regulations governing electioneering and campaign signage on City-owned or City-controlled property when such property is used as a polling place.

(b) This Article II is intended to supplement, and not replace, the general sign regulations contained in Chapter 53, Article I.

(c) **Applicability.** This Article applies to all City-owned or City-controlled property used as a polling place for early voting or election day voting, including buildings and surrounding grounds.

Sec. 53-24. –Relationship to Existing Sign Regulations.

(a) All campaign signs placed pursuant to this Article shall also comply with the applicable provisions of Chapter 53 – “Signs,” including regulations governing construction, placement, maintenance, and safety.

(b) This Article provides additional regulations specific to polling places and does not create an exemption from other sign requirements in the City Code.

(c) In the event of a conflict between this Article and another provision of Chapter 53, the more restrictive provision shall control.

(d) Cross-reference. Campaign signs placed on City-owned property used as a polling place are subject to this Article in addition to the general political sign regulations of Chapter 53.

Sec. 53-25. – Compliance with Texas Election Code.

Electioneering is prohibited within one hundred (100) feet of an outside door through which a voter may enter the polling place, as required by **Texas Election Code** §§ 61.003 and 85.036. Nothing in this Article authorizes electioneering within that distance.

Sec. 53-26. – Definitions.

For purposes of this Article:

(a) *City-Owned Polling Place* means a building owned, leased, or controlled by the City, including the tract of land on which the building is located, that is designated as a polling place pursuant to the **Texas Election Code**.

(b) *Electioneering* has the meaning assigned by **Texas Election Code** §§ 61.003 and 85.036 and includes the posting, use, or distribution of campaign signs or electioneering literature.

(c) *Electioneering Literature* means any written or printed material, other than a sign, promoting or opposing a candidate, political party, or ballot measure.

(d) *Campaign Sign* means any sign, placard, poster, or display intended to influence the outcome of an election.

(e) *Distance Marker* means the one hundred (100) foot boundary measured from an outside door through which a voter may enter the polling place building.

(f) *Voting Period* means the period beginning when polls open on the first day of early voting and ending when polls close on election day or when the last voter has voted, whichever occurs later.

Sec. 53-27. – Campaign Sign Regulations.

(a) Eligibility. Only campaign signs relating to a candidate or ballot measure appearing on the ballot at that polling location may be placed on City-owned polling place property.

(b) Number of Signs. No more than one (1) campaign sign per candidate or ballot proposition may be placed at each City-owned polling place.

(c) Size and Construction. Each campaign sign shall:

1. Not exceed three (3) square feet per sign face;
2. Not exceed three (3) feet in height, including any supporting structure;
3. Be self-supporting and stand-alone in nature;
4. Not be illuminated and contain no moving or animated elements.

(d) Placement Restrictions. Campaign signs shall not:

1. Be placed within the Distance Marker required by state law;

2. Be placed within the public right-of-way;
3. Be affixed to buildings, fences, trees, utility poles, traffic control devices, or other City infrastructure;
4. Obstruct entrances, exits, sidewalks, ADA-accessible routes, drive aisles, parking areas, or emergency access;
5. Create a traffic hazard or obstruct vehicular or pedestrian visibility.

Sec. 53-28. – Prohibited Structures and Activities.

(a) Canopies, tents, cantilever shade (umbrellas), shade structures, tables, booths, vehicles used for display, and any other temporary structures are strictly prohibited on City-owned polling place property in connection with electioneering or campaign activity.

(b) Electioneering activity shall not interfere with disability access, emergency response, or normal operations of the polling location.

Sec. 53-29. – Litter and Maintenance.

Candidates and campaign representatives shall remove all discarded electioneering literature and materials associated with their campaign from City property.

Sec. 53-30. – Time Limitations.

(a) Campaign signs may not be placed on city-owned property earlier than the first day of early voting.

(b) Campaign signs must be removed no later than twenty-four (24) hours after the close of polls on election day.

(c) Any sign remaining after this period shall be deemed abandoned property and may be removed and disposed of by the City without notice.

Sec. 53-31. – Enforcement and Abatement.

(a) Campaign signs or materials placed in violation of this Article are declared to be public nuisances.

(b) The City Code Enforcement Officers or designee is authorized to remove non-compliant signs immediately.

(c) Enforcement of this Article constitutes enforcement of reasonable time, place, and manner regulations and shall not be construed as regulation of the content of political speech.”

Section 2. Codifier authority. The City Secretary is authorized to direct the codifier to insert appropriate cross-references within Chapter 53 to reflect the adoption of this Article.

Section 3. Effective Date. This ordinance shall take effect immediately upon adoption.

Section 4. Penalty. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 5. Repealer. All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 6. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect,

impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 202__.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 202__.

Dan Davis, Mayor

Attest:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: 1-5-2026

TOPIC

Resolution 2026-R-01 City of Manvel Artificial Intelligence (AI) Acceptable Use & Governance Policy

BACKGROUND

Artificial intelligence (AI) tools are increasingly used in professional environments, including local government, to assist with drafting, research, data organization, and communication. As these technologies become more common, City staff may encounter or use AI-assisted tools as part of routine workflows. Establishing clear guidance ensures that AI is used responsibly while protecting confidential information, maintaining compliance with the Texas Public Information Act, and preserving public trust.

Purpose of the Policy

The proposed AI Acceptable Use & Governance Policy is intended to:

- Allow responsible and practical use of AI tools to improve efficiency
- Reinforce that final decisions and official actions remain under human judgment
- Protect confidential, sensitive, and legally protected information
- Ensure compliance with the Texas Public Information Act and records retention laws
- Establish guardrails without creating unnecessary administrative burdens

The policy does **not** prohibit the use of AI, require special approvals, or impose new reporting requirements.

RECOMMENDATION

- Staff recommends approval of Resolution 2026-R-01 adopting the City of Manvel Artificial Intelligence (AI) Acceptable Use & Governance Policy to provide clear, reasonable guidelines for the responsible use of AI technologies while safeguarding privacy, confidentiality, and legal compliance.

SUBMITTING MEMBER

TAMMY BELL, CITY SECRETARY

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____

RESOLUTION NO. 2026-R-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, APPROVING AND ADOPTING AN ARTIFICIAL INTELLIGENCE (AI) ACCEPTABLE USE & GOVERNANCE POLICY; PROVIDING FOR RESPONSIBLE USE OF AI TECHNOLOGIES; PROTECTING PRIVACY, CONFIDENTIAL INFORMATION, AND PUBLIC TRUST; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Manvel, Texas (“City”), recognizes that artificial intelligence (AI) and AI-assisted technologies are increasingly used in both the public and private sectors to improve efficiency, accuracy, and service delivery; and

WHEREAS, City employees and officials may use AI tools to assist with drafting, research, analysis, and other work-related tasks; and

WHEREAS, the City Council desires to encourage the responsible and ethical use of AI while ensuring that final decisions, official actions, and policy determinations remain under human oversight; and

WHEREAS, the City Council recognizes the importance of safeguarding confidential, sensitive, and legally protected information, including information exempt from disclosure under the Texas Public Information Act

WHEREAS, the City Council seeks to establish reasonable guardrails for AI use that protect privacy, maintain compliance with applicable law, and preserve public trust without imposing unnecessary administrative burdens on City operations

WHEREAS, the City Council finds that adopting a clear and practical AI Acceptable Use & Governance Policy (“Policy”) is in the best interest of the City of Manvel and its residents

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

Section 1. Adoption of Policy

The City of Manvel Artificial Intelligence (AI) Acceptable Use & Governance Policy, attached hereto as *Exhibit A* and incorporated herein by reference, is hereby adopted as an official policy of the City.

Section 2. Applicability

The Policy shall apply to all City employees, elected and appointed officials, boards and commissions, and contractors or vendors acting on behalf of the City, as provided therein.

Section 3. Responsible Use

AI tools may be used to support City operations in accordance with the Policy; however, AI shall not replace human judgment, legal responsibility, or accountability for official City actions.

Section 4. Privacy, Confidentiality, and Records Compliance

Nothing in this Resolution or the adopted Policy shall be construed to permit the disclosure of confidential or protected information, alter records retention requirements, or modify the City’s obligations under the Texas Public Information Act or other applicable law.

Section 5. Administration

The City Manager, or designee, is authorized to administer and implement the Policy, including issuing guidance consistent with the Policy as necessary for operational purposes.

Section 6. Severability

If any provision of this Resolution or the adopted Policy is held to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

Section 4. Effective Date

This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND RESOLVED this ___ day of _____, 2026.

ATTEST:

Dan Davis
Mayor

Tammy Bell, City Secretary

EXHIBIT A

”City of Manvel Artificial Intelligence (AI) Acceptable Use & Governance Policy”
January 5, 2026



1. Purpose & Authority

The City of Manvel recognizes that artificial intelligence (AI) tools can improve efficiency, creativity, and service delivery when used responsibly. This policy establishes clear, practical guidelines for the appropriate use of AI by City employees, officials, boards, and contractors while protecting confidential information, complying with Texas law, and maintaining public trust.

This policy is intended to enable responsible use, not create unnecessary barriers or administrative burdens.

This policy is adopted pursuant to the City Council's authority to establish administrative and operational policies for the City and is intended to be interpreted consistently with applicable federal and Texas law, including the Texas Public Information Act and records retention requirements.

2. Scope

This policy applies to:

- All City of Manvel employees
- Elected and appointed officials
- Boards and commissions members
- Contractors, consultants, and vendors acting on behalf of the City

This policy governs the use of generative AI and AI-assisted tools, including but not limited to text generators, image generators, data analysis tools, chatbots, transcription tools, and similar technologies.

3. Guiding Principles

The City's use of AI shall be guided by the following principles:

- **Transparency** – AI may assist work, but final decisions and official actions remain human-driven.
- **Privacy & Confidentiality** – Sensitive, confidential, or protected information must not be disclosed to AI systems.
- **Accuracy & Accountability** – AI outputs must be reviewed, verified, and approved by City staff before use.
- **Efficiency, Not Replacement** – AI is a support tool, not a substitute for professional judgment or statutory responsibility.
- **Public Trust** – AI use must align with ethical standards and applicable law.
- **Human Oversight** – Artificial intelligence tools may assist City employees in performing their duties, but shall not replace human judgment, accountability, or final decision-making authority.

4. Permitted Uses

Employees and officials may use AI tools for tasks such as:

- Drafting and editing non-confidential documents
- Improving grammar, clarity, or tone of written communications
- Generating first-draft summaries, outlines, or templates



- Brainstorming ideas, designs, or public-facing content
- Assisting with research using publicly available information
- Creating training materials or internal workflows

All AI-generated content must be reviewed, edited, and approved by a human prior to official use. Employees remain fully responsible for the accuracy, completeness, and appropriateness of any work product generated or assisted by AI.

5. Prohibited Uses

The following uses of AI are strictly prohibited:

A. Inputting Confidential or Protected Information

Employees shall not input, upload, or disclose:

- Information not subject to public disclosure
- Attorney-client privileged communications
- Personnel records or employment-related information
- Medical, financial, or personally identifiable information (PII)
- Law enforcement sensitive information
- Information exempt under the Texas Public Information Act (TPIA)

B. Automated Decision-Making

AI shall not be used to make final or fully automated decisions that materially affect individuals, including but not limited to policy determinations, permitting or licensing decisions, employment actions, enforcement decisions, eligibility determinations, or legal opinions.

C. Misrepresentation

AI outputs shall not be presented as official City positions, legal advice, or factual determinations without proper review and authorization.

D. Circumventing Records or Legal Requirements

AI may not be used to avoid public records obligations, retention schedules, or transparency requirements.

6. Privacy, Confidentiality, & Public Information

- Any information entered into an AI system should be treated as potentially public.
- Employees must assume AI platforms may store, reuse, or train on submitted data unless explicitly stated otherwise.
- AI tools shall not be used to analyze or summarize records that are confidential, restricted, or exempt from disclosure.
- The use of AI does not change record status, retention requirements, or disclosure obligations under the Texas Public Information Act or Texas State Library & Archives Commission retention schedules.
- Any suspected misuse of AI or unintended disclosure of City information involving AI tools shall be promptly reported to a supervisor or the City Manager.



7. Records Management & Retention

- AI-generated content related to City business is subject to applicable records retention laws.
- Drafts created using AI are considered City records if retained or used for official purposes.
- Employees must comply with established records retention schedules regardless of whether AI was used in the creation of a document.
- AI tools shall not be used to store, maintain, or serve as the official repository for City records.

8. Transparency & Disclosure

- Employees are not required to disclose routine AI assistance (e.g., grammar edits or brainstorming).
- Disclosure may be required if the use of AI materially impacts:
 - Public-facing reports
 - Policy development
 - Significant analytical conclusions
 - Budgetary analyses
 - Grant writing

“Material Impact” Litmus:

Staff must ask:

Would the substance of this document, recommendation, or conclusion be meaningfully different if AI had not been used?

If Yes → Disclosure likely appropriate

If No → Disclosure not required

Example disclosure:

This report was prepared with the assistance of artificial intelligence tools and reviewed by City staff.

9. Vendor & Third-Party AI Tools

- Any AI tools provided by vendors or contractors must comply with this policy.
- Contracts involving AI services must include appropriate data protection, confidentiality, and compliance provisions.
- No City data may be shared with external AI tools without authorization.
- When procuring software or services that incorporate artificial intelligence, the City should consider data protection, confidentiality, and disclosure of AI use as part of the procurement or contracting process.

10. Training & Oversight

- The City may provide guidance or training on responsible AI use.
- Department heads are responsible for ensuring compliance within their areas.
- Questions regarding appropriate use should be directed to the City Secretary’s Office or City Attorney.



11. Enforcement

Failure to comply with this policy may result in disciplinary action, contract remedies, or other corrective measures consistent with City policies and applicable law.

12. Policy Review & Amendments

This policy shall be reviewed periodically by City staff and updated as necessary to address evolving technology, legal requirements, and best practices. Any substantive amendments shall be presented to City Council for consideration.

Adopted by the City Council of the City of Manvel, Texas

Effective Date: _____

Resolution No.: _____

City of Manvel - Artificial Intelligence (AI) Acceptable Use & Governance Policy



~~*Disclosure: Staff utilized artificial intelligence tools to assist in the drafting, research, and organization of this policy. The final policy has been reviewed for correctness and accuracy prior to submittal and distribution.*~~