January 20, 2026 CITY COUNCIL MEETING AGENDA

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 20, 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

Discussion and Informational Follow-Up from the City Council Planning Session with Ron Cox Consulting.

Discussion on any topic as listed on the current agenda.

Regular Session

Call To Order

Invocation

Inspirational Reading - Councilmember Lands

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

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.

Consent Agenda

1. Acceptance of the meeting minutes to date.

2. Approve Resolution 2026-R-06:
   RESOLUTION OF THE CITY OF MANVEL, TEXAS GIVING CONSENT TO THE SALE AND ISSUANCE OF UNLIMITED TAX ROAD BONDS SERIES 2025 BY BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 83 OF BRAZORIA COUNTY.

3. Approve Resolution 2026-R-07:
   RESOLUTION OF THE CITY OF MANVEL, TEXAS GIVING CONSENT TO THE SALE AND ISSUANCE OF UNLIMITED TAX BONDS SERIES 2025 BY BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 83 OF BRAZORIA COUNTY.

Items Removed from Consent Agenda

Regular Agenda

1. Consideration and possible action to approve Resolution 2026-R-02:
   A RESOLUTION OF THE CITY OF MANVEL, TEXAS, ADOPTING RULES OF PROCEDURE FOR MEETINGS OF THE CITY COUNCIL; PROVIDING THAT ALL OTHER RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH ARE HEREBY REPEALED.

2. Consideration and possible action to approve Resolution 2026-R-03:
   A RESOLUTION OF THE CITY OF MANVEL, TEXAS ADOPTING A REVISED DESIGN CRITERIA MANUAL CONTAINING SUBDIVISION IMPROVEMENT STANDARDS FOR ALL DEVELOPMENT WITHIN THE CITY OR ITS EXTRATERRITORIAL JURISDICTION, PURSUANT TO AUTHORITY CONTAINED IN CHAPTER 62, SUBDIVISION ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AND OTHER PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, AS AMENDED OR TO BE AMENDED; AND CONTAINING OTHER MATTERS ON THE SUBJECT.

3. Consideration and possible action to approve Resolution 2026-R-04:
A RESOLUTION BY THE COUNCIL OF THE CITY OF MANVEL, TEXAS, ESTABLISHING A PUBLIC HEARING FOR THE CONSIDERATION OF LAND USE ASSUMPTIONS AND A CAPITAL IMPROVEMENT PLAN FOR POSSIBLE ADOPTION OF IMPACT FEES FOR ROADWAY FACILITIES UNDER CHAPTER
395 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR STATUTORY NOTICE AND PUBLIC AVAILABILITY REQUIREMENTS; AND DECLARING AN EFFECTIVE DATE.

4. Consideration and possible action to approve the second and final reading 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 Ordinance 2026-O-03:
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, ORDERING THE HOLDING OF A GENERAL ELECTION ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO COUNCILMEMBERS: ONE EACH FOR, MAYOR, PLACE 3, AND PLACE 5; DESIGNATING THE CITY ELECTION PRECINCTS; DESIGNATING A POLLING PLACE; PROVIDING FOR THE APPOINTMENT OF A PRESIDING ELECTION JUDGE AND ALTERNATE PRESIDING ELECTION JUDGE; APPROVING A JOINT ELECTION CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE; ESTABLISHING OTHER PROCEDURES FOR CONDUCTING THE ELECTION; PROVIDING FOR THE INCORPORATION OF THE PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

6. Consideration and possible action to approve the first of two readings of Ordinance 2026-O-04:
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 71. "UTILITIES" BY AMENDING SECTION 71-2. *TAP AND INSPECTION FEES.* PERTAINING TO TEMPORARY CONSTRUCTION AND BULK WATER METER INSTALLATION, RENTAL, AND RELOCATION FEES; AMENDING SECTION 71-12. *SECURITY DEPOSITS* TO INCREASE THE DEPOSIT REQUIREMENT FOR TEMPORARY CONSTRUCTION METERS; AMENDING SECTION 71-13. *REQUIREMENTS FOR SERVICE.* TO REDUCE THE ALLOWABLE AMOUNT OF LEAD CONTAINED IN ANY PIPE OR PIPE FITTING; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

7. Consideration and possible action to approve Ordinance 2026-O-05:
AN ORDINANCE AMENDING ORDINANCE NO. 2024-O-38 AMENDING THE CITY FISCAL YEAR 2024 BUDGET ENDING SEPTEMBER 30, 2025, BY AMENDING VARIOUS BUDGETS TO ACCOUNT FOR END OF YEAR APPROPRIATIONS FOR ADDITIONAL REVENUES AND EXPENDITURES, 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.

8. Consideration and possible action on appointing Matt Lawson to the Capital Improvements Advisory Committee Place #4.

Executive Session

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

1. *Discussion on applicants for the appointment of Planning Development and Zoning Commission Board Members*
2. *Discussion on applicants for the appointment of Manvel Economic Development Corporation Board Members*

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 January 13, 2026 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

City Council
Final Report

January 20, 2026

Ron Cox Consulting
Helping Cities Manage Better

Ron Cox Consulting rcox@roncoxconsulting.com
281.543.0042

Next Steps

- ✓Staff Interviews – October 28, 2025
- ✓Council Interviews – October 29 & 30, 2025
- ✓Session 1 – Governance – November 19, 2025
- ✓Session 2 – Planning Session – November 20, 2025
- ✓Staff Implementation Workshop – December 2, 2025
- • Final Report – January 20, 2026

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Retreat Agenda

- ✓November 19, 2025 – Council Governance

- November 20, 2025 – Council/Staff Planning
  - ✓Review governance work
  - ✓SWOT
  - ✓Strategies

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Staff Implementation

Agenda

December 2, 2025

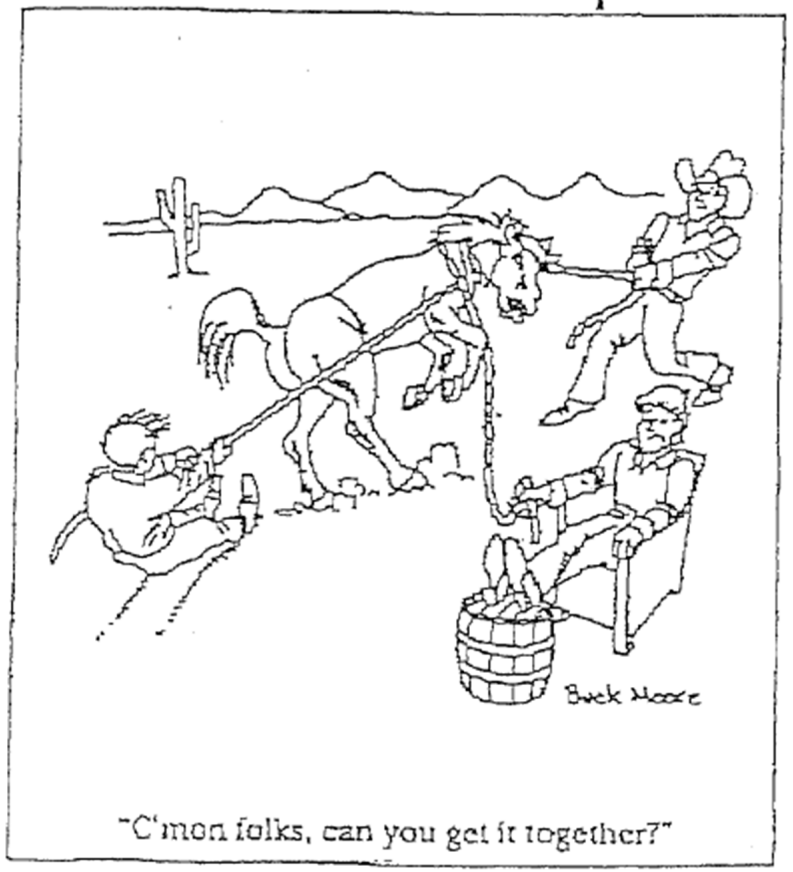
- ✓Review Governance Model
- ✓Review Goals and Strategies
- ✓Complete Implementation Plan

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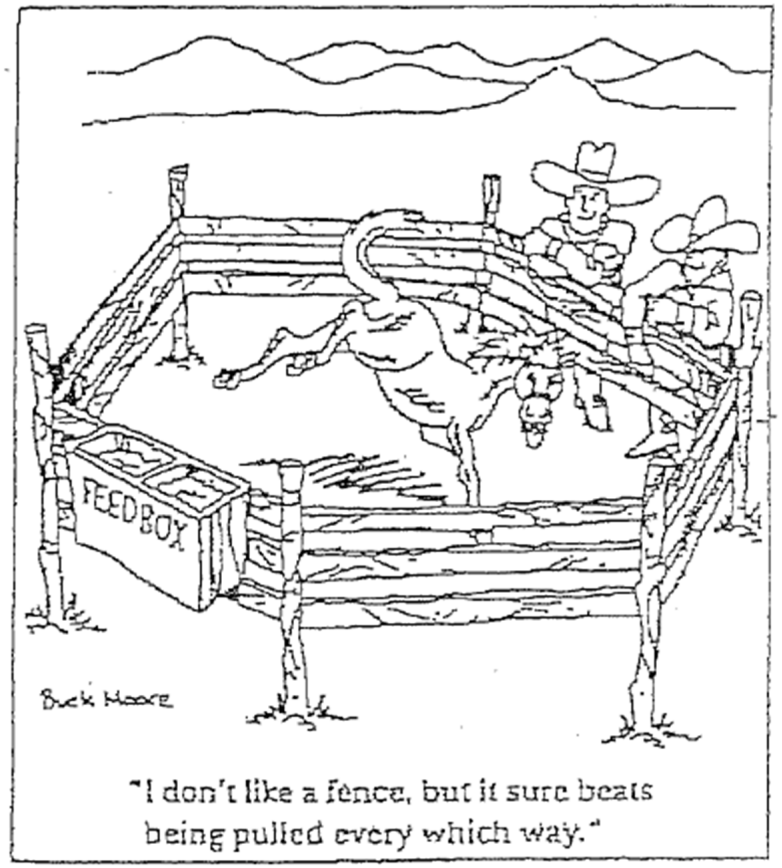
Governance Model

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Don't Use a Rope!



Build a Corral!



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Governance is about…

Effective Leadership
Meaningful communication
Understanding roles and fulfilling expectations
Proactive vision and planning

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Tell a little about yourself?

Why did you run for City Council?

What attributes do you bring to the City Council?

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Why did you run?

- Had unfinished business from a pervious stint on Council
- Had seen growth problems in other cities and wanted to contribute to prevent those problems here.
- Needed to effect changes in certain policies and plans.
- Wanted to continue support for public safety.
- To give back to the community.
- To change some policies and see continued improvements in infrastructure.
- To remember who we are – ground ourselves in our history and culture.
- Built trust in the community.
- Represent the citizens and their interests.
- Felt the need to step up and run for the position.

Council - What attributes do you bring?

- Passion for data and numbers (sometimes leads to a perception of a lack of empathy.
- Ability to express intent as to why something is difficult.
- Utilization of social media to express the message.
- Community minded.
- Have a history as a lifelong resident.
- Trusted.
- Accessible.
- Experience with land development, rental properties, entrepreneurial spirit.
- Try to think outside the box.
- Process and procedures oriented.
- Public safety/emergency response experience.
- Ability to listen, watch, understand and then respond.
- Good stewardship.

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Council – How will you lead?

- With compassion.
- With determination.
- With high energy.
- By being engaged.
- As a team, together.
- By being open-minded.
- With commitment.
- Being collaborative – “better together”.

- With honor, integrity, sincerity and ethically.
- We are known by who we are as family oriented, community minded neighbors.
- By being involved.
- By believing in the ultimate goal that the city and our decisions are bigger than ourselves.

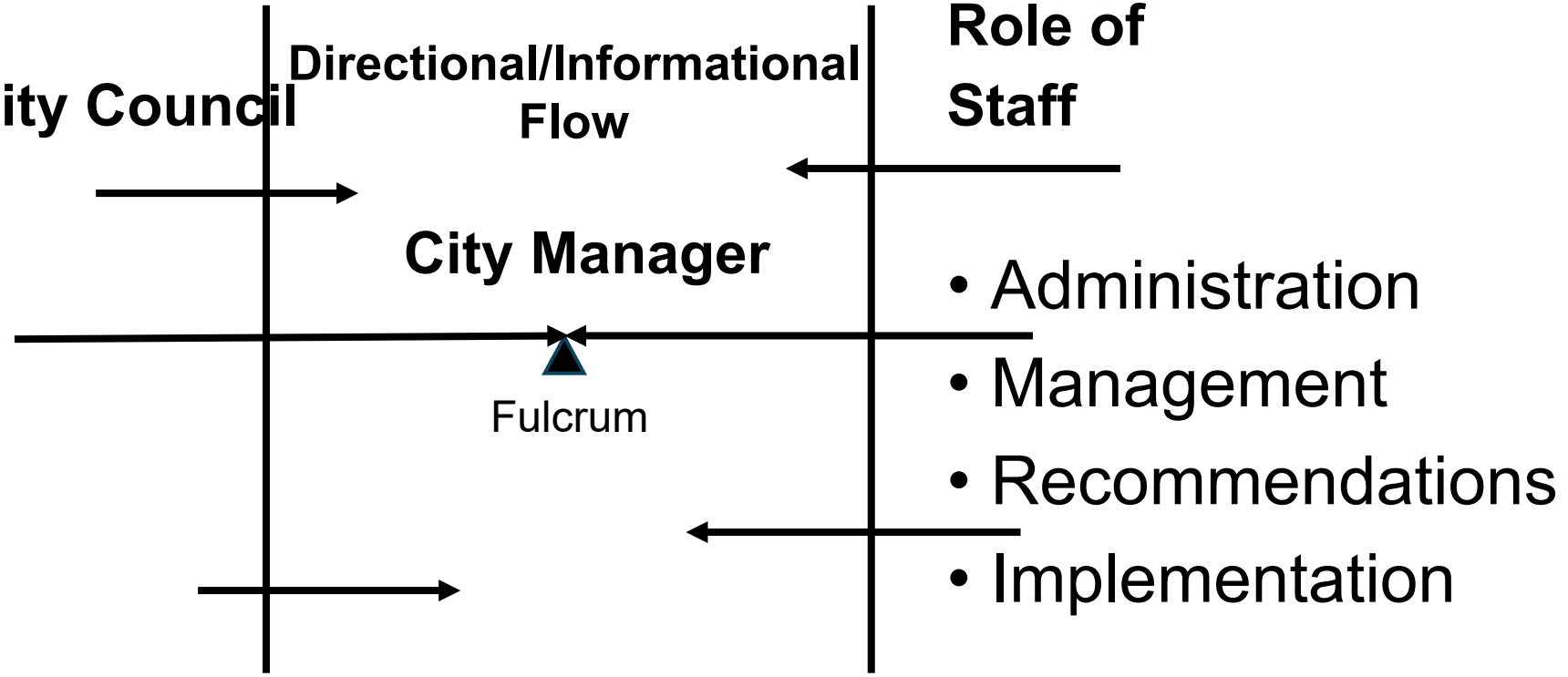
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Council – How will you communicate?

- Face to face – preferably.
- Not solely thru social media.
- Be prepared, open minded, honest, understanding.
- With a coordinated message.
- With Council
  - Within the OMA
  - With respect
  - With compassion, love and respect.
- With staff
  - As defined by Charter not giving direction.
  - In a collaborative spirit.
- With Citizens
  - On their level and respecting their level of knowledge and understanding.
  - With openness (as much as legally allowed).

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Council/Manager Role Form of Government



Scott Sellers 2022

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Council – Expectations of Each Other

- Understand what the ask is.
- Be prepared.
- Set the vision and mission for the city.
- Develop and live out our core values.
- Have a passion for our role and job.
- Expect and provide respect (earn respect by showing respect).
- Show grace.
- Show up and participate – be involved.
- Be responsive and an active listener
- Work together as a team.
- Get behind the vote, once the decision is made.

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Council – What are your expectations of staff?

- Be in alignment with the city's culture.
- Honor the values of the City.
- Understand the power you have as a city employee.
- Be people of character.
- Maintain a strong professional and trained team of directors.
- Let Council know the resources you need.
- Help Council by providing the information and character they need to make a decision.
- Keep Council informed.
- Be realistic.
- No gossip or unhealthy conversation.

Council – What are staff's expectations of you? (as defined by Council)

- Show grace to staff.
- Understand problems completely before making a decision.
- Be patient with staff.
- Be present, prepared, engaged, timely.
- Read the information, prepare and understand.
- Provide the resources staff needs to perform at the highest level.
- Council thoroughly prepared to make an informed decision.
- Be non-political; no grandstanding.

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City Manager's Expectations of Council and Staff

- Mutual Respect for the Citizens, Council, and Staff – we all have a role to play, and all roles are important. (Body of Christ example)
- Honor our Core Values
- Honor the Charter
- Once a Council decision has been made, then all of us (Council and Staff) need to get behind that decision
- Nothing stifles creativity, productivity, and growth like Micromanagement!

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Governance is about…

- ✓Effective Leadership
- ✓Meaningful communication
- ✓Understanding roles and fulfilling expectations
- ✓Proactive vision and planning

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Governance is about…
Proactive Vision and Planning

- ✓Vision
- ✓Mission
- ✓Values Statement
- ✓Comprehensive Plan
- ✓Annual Strategic Plan
- ✓Annual Budget
- ✓Annual Audit/Report

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Vision

What do we want Manvel to look like when it grows up?

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Vision Statement

A distinctive, safe and highly livable community that combines the best of city and country living – including natural landscapes, quality public services and a variety of local housing, shopping and lifestyle opportunities.

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Mission Statement

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

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Core Values

What are the key values you desire for Manvel City Council and staff?

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Core Values of Council and Staff

In pursuing its mission, City leaders, management and staff are guided by these **core values:**

1. Quality
2. Service
3. Transparency
4. Accountability
5. Stewardship
6. Engagement
7. Safety

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Community Values
2045 Strategic Plan

- Enjoying a “town and country” lifestyle.
- Being a part of – yet apart *from* – Greater Houston.
- A commitment to neighborliness and family values.
- Desiring safe, uncongested roads and neighborhoods.
- Supporting local institutions and businesses.
- Providing safe and enriching environments for children and seniors.
- Preserving the area’s natural, rural landscapes.
- Keeping the cost of housing as attainable as possible.
- Taking pride in an open and friendly community spirit.

Guiding Principles
Manvel Strategic Plan 2045



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Guiding Principles
Manvel Strategic Plan 2045

SAFE

Manvel will be a safe, protective and disaster-ready community with reduced-speed traffic on local streets, ample sidewalks and trails, engaged residents and business owners, responsive public services, and neighborhoods and infrastructure consciously designed to protect lives and property.

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Safe Objectives

- **Partner with TxDOT for Iowa Lane Bride replacement (one red – 1 point)**
- **Seek out opportunities for an additional overpass over the railroad.**
- **Continue planning to alleviate traffic congestion.**

Guiding Principles
Manvel Strategic Plan 2045

CONNECTED

Manvel will be an increasingly connected and accessible community, both in a physical sense and through events and other places and opportunities for its residents to gather and interact. It will expand upon its regional ties via highways and arterials to include a network of local through-streets, in-city trails and sidewalk-equipped neighborhoods except in its most rural areas. Evolving technology and network speeds will link it even more to the nation and world. It will be an inclusive and neighborly community that provides opportunities for youth, seniors and residents to thrive.

Connected Objectives

- **Establish a program for purchasing more public works equipment (one yellow, one red – 3 points)**
- **Establish a hiring and evaluation program that encourages being city culture oriented. (one green – 3 points)**
- **Keep growth related fees and land dedications (impact fees, park dedication funds) up to date and active. (two red – 2 points)**
- **Complete the five-year efficiency study identifying community and sales tax opportunities**
  - **Determine revenue generating opportunities for sand pit/Akery Lake.**

Guiding Principles
Manvel Strategic Plan 2045

SUSTAINABLE

Manvel will be an even more fiscally and environmentally sustainable and resilient city that protects its natural resources, adapts smoothly to change, seeks to mitigate weather-related hazards and damage to property, and strikes a balance between its commercial and residential tax bases, and between areas of the community with visibly distinct suburban character relative to rural character.

Sustainable Objectives

- **Develop a five-year staffing plan (one green, one yellow – 5 points)**
- **Seek grants to supplement revenue streams (one yellow, one red – 3 points)**
- **Review and amend Special Districts Policy dealing with MUDs and incentive packages. (two red – 2 points)**
- **Seek out people who support the city's culture for elections and committee appointments.**
- **Utilize a Chapter 381 agreement process for Presidio feeder road and regional detention.**

Guiding Principles
Manvel Strategic Plan 2045

PRUDENT

Manvel will be a wise steward of the taxpayer dollars, safeguarding its long-term financial position while diversifying its revenue base in order to lessen the tax burden on the community. This will be accomplished through rigorous monitoring and evaluation of ways to streamline processes, leverage the city's growth and invest in essential services.

Prudent Objectives

- **Amend the Special Districts Policy to shift negotiation strategy on development agreements (four green – 12 points)**
- **Conduct a market salary and benefit survey. (one yellow, one red – 3 points)**
- **Create an employee culture that drives longevity. (one yellow – 2 points)**
- **Establish and distribute education videos to manage expectations and set boundaries. (one red – 1 point)**

Guiding Principles
Manvel Strategic Plan 2045

OPPORTUNISTIC

Manvel will maintain its emphasis on phased economic development as its residential population continues to build, and as new market opportunities become feasible and attractive in such a growing community. The City of Manvel and the Manvel Economic Development Corporation will continue to sync their strategic planning efforts to ensure that private and public investments are aligned and consistent with community values and objectives for making the city an appealing place to live, work and invest.

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Opportunistic Objectives

- **Consider Public/Private Partnership (PPP) for the 160 acre tract. (one green, two yellow, two red – 9 points)**
  - **Create a "downtown" in the City Center.**
- **Require all utilities to be buried. (one red – 1 point)**
- **Purchase available land in historic district for development (include in MEDC Strategic Plan).**
- **Review MEDC policy and incentives for beautification programs in the city.**

Guiding Principles
Manvel Strategic Plan 2045

HEALTHY

Manvel will be a vibrant, healthy and wellness-focused community that encourages recreation and outdoor lifestyles, promotes walkability and access to healthcare services and fresh food, and provides opportunities for positive community interactions.

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Healthy Objectives

- **Continue efforts to develop 160-acre tract. (one green, one yellow – 5 points)**
- **Seek out funding for trails system in Parks Master Plan.**
- **Continue and add community events such as Eggstravaganza, Fall Music Fest, Spring Fest, Christmas Parade.**
- **Anticipate and plan for provision of services now provided by the ESD.**

Guiding Principles
Manvel Strategic Plan 2045

AGE-FRIENDLY

Manvel will be a full life-cycle, age-friendly community that promotes quality of life at all life stages and encourages lifelong learning, personal autonomy, non-auto forms of mobility, diverse housing options for residents to age-in-place, and opportunities for both youth and seniors to make meaningful contributions to civic life.

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Age-Friendly Objectives

- **Develop Park public spaces (160-acre tract, Delores Martin Park, Buddy Williams Park. (one green, one red – 4 points)**
- **Encourage support of county in park development. (one green, one red – 4 points)**
- **Move forward with “City Center” with a recreation center and library facility. (two yellow – 4 points)**
- **Collaborate with nonprofit organizations for community involvement.**
- **Find opportunities for private developers (Presidio) to construct community facilities.**
- **Star and senior check-in during emergency events.**

Guiding Principles
Manvel Strategic Plan 2045

WELCOMING

Manvel will continue to be an open and welcoming place that respects diverse people and opinions, appreciates (if not always approves) good-faith investments in the community, provides opportunities for meaningful and constructive community dialogue and feedback, and operates with the highest levels of decorum and civility.

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Welcoming Objectives

- **Develop Park public spaces (160-acre tract, Delores Martin Park, Buddy Williams Park. (one green, one red – 4 points)**
- **Encourage support of county in park development. (one green, one red – 4 points)**
- **Move forward with “City Center” with a recreation center and library facility. (two yellow – 4 points)**
- **Collaborate with nonprofit organizations for community involvement.**
- **Find opportunities for private developers (Presidio) to construct community facilities.**
- **Star and senior check-in during emergency events.**

Added 2025

Guiding Principle

Organizational Excellence

The City of Manvel is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

Organizational Excellence Objectives

- Establish a Board and Committee members celebration and recognition program. (two green, two yellow – 8 points)
- Establish a robust orientation program for boards and committee appointees including improving vetting of potential members. (one yellow, one red – 3 point)
- Establish a training management program for directors. (one yellow – 2 points)
- Consider appointing Council members as liaisons to boards and committees. (one yellow – 2 points)
- Establish an employee recognition program. (one yellow – 2 points)
- Be more deliberate in communication victories and needs for the city.

Prioritized Objectives

• Establish a Manvel Beautification Program (4 green, one red – 13 points)	13
• Amend the Special Districts Policy to shift negotiation strategy on development agreements (four green – 12 points)	12
• Consider Public/Private Partnership (PPP) for the 160 acre tract. (one green, two yellow, two red – 9 points)	9
• Advocate for family entertainment opportunities. (one green, two yellow – 7 points)	7
• Continue efforts to develop 160-acre tract. (one green, one yellow – 5 points)	5
• Develop Park public spaces (160-acre tract, Delores Martin Park, Buddy Williams Park. (one green, one red – 4 points)	4
• Encourage support of county in park development. (one green, one red – 4 points)	4
• Move forward with “City Center” with a recreation center and library facility. (two yellow – 4 points)	4
• Conduct a market salary and benefit survey. (one yellow, one red – 3 points)	3
• Develop a Manvel Calendar of events to distribute to the public to include meeting dates, trash pickups, etc. (one green – 3 points)	3
• Create an employee culture that drives longevity. (one yellow – 2 points)	2
• Establish a positive and aggressive (like Dan D) social media presence. (two red – 2 points)	2
• Establish and distribute education videos to manage expectations and set boundaries. (one red – 1 point)	1
• Require all utilities to be buried. (one red – 1 point)	1

Implementation Plan
(See Separate Document)

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Next Steps

- ✓Staff Interviews – October 28, 2025
- ✓Council Interviews – October 29 & 30, 2025
- ✓Session 1 – Governance – November 19, 2025
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Thank You
To
Mayor and City Council
City Manager and Staff

Ron Cox Consulting
Helping Cities Manage Better

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Report

and

Strategic Plan

Adopted
January 5, 2026

Prepared and Facilitated
By
Ron Cox Consulting

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Helping Cities Manage Better

REPORT ON GOVERNANCE AND STRATEGIC PLAN

MAYOR AND COUNCIL PLANNING SESSION

CITY OF MANVEL

November 19-20, 2025

Introduction

On November 19 and 20, 2025, the Mayor, City Council (Council), City Manager, and executive staff of the City of Manvel met for a planning session. The purpose of this meeting was twofold.

- Prepare a governance philosophy for the Council and staff. Included in that is identifying key elements of the Council's vision and mission for Manvel.
- Prepare a Strategic Plan that identifies the short term and long-term strategies and goals for the City Council.

The Mayor, Council and staff freely worked together, and their work was exemplary in all respects. Ron Cox facilitated the process.

Governance

In their initial session on November 19, 2025, the Council established the basics of their governance model. The intent in these discussions was to add clarification regarding the overall vision and mission for the city. The Council participated in discussions about their role, together and their leadership responsibilities. The elements of a strong governance model are having and following clear vision and mission, establishing leadership and communications philosophies, and identifying the expectations of each other as Council members, and the City staff and of identifying and recognizing the expectations has staff of the Council.

The key elements of the Governance Model are leadership, communication and understanding roles, and defining expectations. These define how the team will function together. The team consists of both elected officials and city staff. Together they not only identify but implement these ideals. Visioning and planning are the key elements that define what the strategies and goals are for the City of Manvel and what they will be to ensure the vision is ultimately attained.

Governance Model

The governance model first begins with leadership. Each member of the Council was asked to provide input into how they will lead, communicate and a define expectations for themselves and staff.

The facilitator began the process by asking each of the members why they ran and serve on the Council. They responded as follows:

Mayor and Council members ran for the office …

- Had unfinished business from a pervious stint on Council
- Had seen growth problems in other cities and wanted to contribute to prevent those problems here.
- Needed to effect changes in certain policies and plans.
- Wanted to continue support for public safety.
- To give back to the community.
- To change some policies and see continued improvements in infrastructure.
- To remember who we are – ground ourselves in our history and culture.
- Built trust in the community.
- Represent the citizens and their interests.
- Felt the need to step up and run for the position.

The facilitator then asked the members to describe the attributes they have that will contribute to the work of the Council.

Mayor and Council have the following attributes …

- Passion for data and numbers (sometimes leads to a perception of a lack of empathy.
- Ability to express intent as to why something is difficult.
- Utilization of social media to express the message.
- Community minded.
- Have a history as a lifelong resident.
- Trusted.
- Accessible.
- Experience with land development, rental properties, entrepreneurial spirit.
- Try to think outside the box.
- Process and procedures oriented.
- Public safety/emergency response experience.
- Ability to listen, watch, understand and then respond.
- Good stewardship.

The Mayor and Council of the City of Manvel will lead by …

- With compassion.
- With determination.
- With high energy.
- By being engaged.
- As a team, together.
- By being open-minded.
- With commitment.
- Being collaborative – “better together”.
- With honor, integrity, sincerity and ethically.
- We are known by who we are as family oriented, community minded neighbors.
- By being involved.
- By believing in the ultimate goal that the city and our decisions are bigger than ourselves.

The Mayor and Council of the City of Manvel will communicate with citizens, staff and each other by …

- Face to face – preferably.
- Not solely thru social media.
- Be prepared, open minded, honest, understanding.
- With a coordinated message.
- With Council
    - Within the OMA
    - With respect
    - With compassion, love and respect.
- With staff
    - As defined by Charter not giving direction.
    - In a collaborative spirit.
- With Citizens
    - On their level and respecting their level of knowledge and understanding.
    - With openness (as much as legally allowed).

The Mayor and Council of the City of Manvel expects the following of each other…

- Understand what the ask is.
- Be prepared.
- Set the vision and mission for the city.
- Develop and live out our core values.
- Have a passion for our role and job.
- Expect and provide respect (earn respect by showing respect).
- Show grace.
- Show up and participate – be involved.
- Be responsive and an active listener
- Work together as a team.
- Get behind the vote, once the decision is made.

The Mayor and Council of the City of Manvel expect the following of the staff …

- Be in alignment with the city's culture.
- Honor the values of the City.
- Understand the power you have as a city employee.
- Be people of character.
- Maintain a strong professional and trained team of directors.
- Let Council know the resources you need.
- Help Council by providing the information and character they need to make a decision.
- Keep Council informed.
- Be realistic.
- No gossip or unhealthy conversation.

The staff expects the following of the Mayor and Council (as stated by the members of Council) …

- Show grace to staff.
- Understand problems completely before making a decision.
- Be patient with staff.
- Be present, prepared, engaged, timely.
- Read the information, prepare and understand.
- Provide the resources staff needs to perform at the highest level.
- Council thoroughly prepared to make an informed decision.
- Be non-political; no grandstanding.

The City Manager was asked by the facilitator to define his expectations for the city staff.

The City Manager expects the following of the city staff…

- **Mutual Respect for the Citizens, Council, and Staff – we all have a role to play, and all roles are important. (Body of Christ example)**
- **Honor our Core Values**
- **Honor the Charter**
- **Once a Council decision has been made, then all of us (Council and Staff) need to get behind that decision**
- **Nothing stifles creativity, productivity, and growth like Micromanagement!**

Vision and Mission

The Council discussed the vision statement for the City of Manvel. It was noted these were developed through the 2024 Strategic Planning process.

Vision Statement (2024)

A distinctive, safe and highly livable community that combines the best of city and country living – including natural landscapes, quality public services and a variety of local housing, shopping and lifestyle opportunities.

Vision Elements

The key elements for the City's vision from the Council perspective are as follows.

Due to time constraints, these were not discussed. However, it was noted that the Council spent a lot of time developing the vision statement in their planning process in 2024.

Mission Statement (2024)

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

Mission Elements

Due to time constraints, these were not discussed. However, it was noted that the Council spent a lot of time developing the vision statement in their planning process in 2024.

Core Values (2024)

In pursuing its mission, City leaders, management and staff are guided by these **core values:**

1. Quality
2. Service
3. Transparency
4. Accountability
5. Stewardship
6. Engagement
7. Safety

Guiding Principles

The council validated these strategic areas during the conversation. These will be used as the basis for the additional planning work described below.



Community Values (2024)

- Enjoying a “town and country” lifestyle.
- Being a part of – yet apart *from* – Greater Houston.
- A commitment to neighborliness and family values.
- Desiring safe, uncongested roads and neighborhoods.
- Supporting local institutions and businesses.
- Providing safe and enriching environments for children and seniors.
- Preserving the area’s natural, rural landscapes.
- Keeping the cost of housing as attainable as possible.
- Taking pride in an open and friendly community spirit.

Other Items for Consideration.

During the discussion, the Council agreed to the following.

- **Work Sessions**. The Council agreed to consider work sessions from time to time dedicated to specific subjects.
- **PD&Z Procedures and Process**. The Council agreed to work with the Planning Development & Zoning Commission on using a “customer focused but not customer driven” process in order to relieve staffing stress.
- **Committee Appointment Process**. Council agreed to review the committee appointment process to ensure operational and philosophical alignment between Council and Committee appointees

Strategic Planning

SWOT Analysis

On November 20, 2025, the Council and staff together participated in a SWOT analysis – identifying strengths and weaknesses. The weaknesses were categorized within the Guiding Principle Areas described above, and finally goals and objectives were identified designed to overcome the identified weaknesses. Following is an overview of that work.

Council and staff were divided into three groups. Each group had both Council and staff members. Each group worked together throughout the process. Each group had equal opportunity to address every weakness categorized within a strategic focus area.

Strengths

Group 1

Strengths of the Community	Strengths of the Organization
Diversity	Diversity
Undergoing growth	Experience of Council and staff
A unique identify	Adaptable to new/innovative ideas
Location relative to Houston	Communication between staff and Council
History and culture	Flexibility overall
Very welcoming	Family-like values
Educated	Focus on benefits (taking care of staff)
Caring and loving	Involved and passionate
Growing involvement in city affairs	Room to grow and better processes

Land and room to grow	

Group 2

Strengths of the Community	Strengths of the Organization
Diverse population	Unified vision
Location and access are good	Staff and Council get-along with each other
Diversity in age of population	Good stewards
Rural charm	Efficient
Good school system	Responsive
People are engaged	Creative
Room to grow (undeveloped areas)	Open to input
Low crime rate	Opportunities for advancement
Healthy and safe community	Good culture
Good environment (no chemical plants)	Diverse
	Professional and approachable

Group 3

Strengths of the Community	Strengths of the Organization
Diversity in the community	Diversity
Location/access	Passion and drive
Engagement	Vision
Growth-oriented	Adaptable
New infrastructure in new subdivisions	Good leadership at Council and staff level
adaptable	Good public safety

Weaknesses

Group 1

Weaknesses of the Community	Weaknesses of the Organization
May be too passionate on single issues	Limited resources, time and staff
Rapid growth could change the culture	Sometimes goal driven at the expense of quality
Stuck in the past (hard time processing change)	Need to improve communication to citizens
Lack of knowledge of local governance	Additional technology
Too many MUDs	Reluctance to change
Low voter turnout and involvement	Lack of community outreach
Lack of senior care	Social media negativity
Lack of parks and recreation services	
Lack of patience and grace from citizens	
Complaint driven social media	

Group 2.

Weaknesses of the Community	Weaknesses of the Organization
Need new infrastructure to accommodate	Competing employee interests

growth	
Lack of parks and trails	Sometimes a lack of a unified voice
AISD/MUD taxes are high	Social media keyboard warriors
Lack of voter participation	Inexperienced employees
No east/west thoroughfares	Lack of succession planning
Social media keyboard warriors	Limited revenue sources
Highway and railroad divide the city	Living with past incentive deals
Discontentment of citizens	Alignment of Council and some Board members
No definable downtown	Three drainage districts to coordinate with
Pre-zoning aesthetics	ESD response times and limited revenue
Overall lack of amenities	

Group 3

Weaknesses of the Community	Weaknesses of the Organization
Impatience and high expectations	State mandates
Social media	Lack of staffing
Misguided activism	Communication
Losing city's identify	Lack of economic development
Lack of community facilities	Competing needs of the public and private sector

Weaknesses Categorized within Common Strategic Policy Values

The weaknesses were reviewed and categorized into five strategic focus areas as follows.

- **Organizational Excellence**
  - Inexperienced staff
  - No succession planning
  - Employee relations (PD)
  - Resistant to change
  - Alignment of Boards and Commission members to City Council Culture and Goveranance
  - Competing interests
    - ESD
    - Drainage Districts
    - MUDs

- **Safe**
  - Unsafe railroad crossing

- **Connected**
  - Lack of infrastructure in undeveloped areas.
  - Flood plain and drainage issues.
  - Technology.
  - Lack of places to gather in the community.
  - Lack of East/West thoroughfares.

- **Sustainable**
  - Overcoming rapid growth.
  - Low voter turnout.
  - Low staffing levels.
  - Legislative mandates.
  - Limited revenue streams.

- **Prudent**
  - Competition for limited resources.
  - Impatient expectations
  - Lack of control on revenue sources (taxes and current incentives)

- **Opportunistic**
  - Pre-zoning aesthetics are lacking.
  - No definable downtown.
  - Lack of knowledge of governmental processes.
  - Lack of amenities for citizens.

- **Healthy**
  - Lack of senior care.
  - Low priority of parks and recreation and library services.
  - Lack of amenities citywide.
  - ESD response time and funding limitations.

- **Age Friendly**
  - Lack of senior care
  - Lack of parks, recreation, and trails
  - Lack of community facilities

- **Welcoming**
  - Community is losing its rural identify.
  - Resistance to change.
  - Low community engagement.
  - Discontentment of citizens.
  - Complaint driven social media usage.
  - Misguided activism.
  - Low community outreach

Opportunities

The Council and staff then began to review the weaknesses and identified a series of opportunities. These were later converted into strategies, goals and objectives that would address those weaknesses within the focus areas. The focus areas consist of the 2024 Strategic Plan Guiding Principles – Safe, Connected, Sustainable, Prudent, Opportunistic, Healthy, Age-Friendly, Welcoming. In addition, Organizational Excellence was identified as a strategic focus area.

Following the identification of the opportunities to overcome the weaknesses, each of the Council members placed green (three points each), yellow (two points each), and red (one point each) dots for their top priorities. These are identified below.

Organizational Excellence

- Establish a Board and Committee members celebration and recognition program. (two green, two yellow – 8 points)
- Establish a robust orientation program for boards and committee appointees including improving vetting of potential members. (one yellow, one red – 3 point)
- Establish a training management program for directors. (one yellow – 2 points)
- Consider appointing Council members as liaisons to boards and committees. (one yellow – 2 points)
- Establish an employee recognition program. (one yellow – 2 points)
- Be more deliberate in communication victories and needs for the city.

Safe

- Partner with TxDOT for Iowa Lane Bride replacement (one red – 1 point)
- Seek out opportunities for an additional overpass over the railroad.
- Continue planning to alleviate traffic congestion.

Connected

- Establish a program for purchasing more public works equipment (one yellow, one red – 3 points)
- Establish a hiring and evaluation program that encourages being city culture oriented. (one green – 3 points)
- Keep growth related fees and land dedications (impact fees, park dedication funds) up to date and active. (two red – 2 points)
- Complete the five-year efficiency study identifying community and sales tax opportunities
    - Determine revenue generating opportunities for sand pit/Akery Lake.

Sustainable

- Develop a five-year staffing plan (one green, one yellow – 5 points)
- Seek grants to supplement revenue streams (one yellow, one red – 3 points)
- Review and amend Special Districts Policy dealing with MUDs and incentive packages. (two red – 2 points)
- Seek out people who support the city's culture for elections and committee appointments.
- Utilize a Chapter 381 agreement process for Presidio feeder road and regional detention.

Prudent

- Amend the Special Districts Policy to shift negotiation strategy on development agreements (four green – 12 points)
- Conduct a market salary and benefit survey. (one yellow, one red – 3 points)
- Create an employee culture that drives longevity. (one yellow – 2 points)
- Establish and distribute education videos to manage expectations and set boundaries. (one red – 1 point)

Opportunistic

- Consider Public/Private Partnership (PPP) for the 160 acre tract. (one green, two yellow, two red – 9 points)
    - Create a "downtown" in the City Center.
- Require all utilities to be buried. (one red – 1 point)
- Purchase available land in historic district for development (include in MEDC Strategic Plan).
- Review MEDC policy and incentives for beautification programs in the city.

Healthy

- Seek out funding for trails system in Parks Master Plan.
- Continue and add community events such as Eggstravaganza, Fall Music Fest, Spring Fest, Christmas Parade.
- Continue efforts to develop 160-acre tract. (one green, one yellow – 5 points)
- Anticipate and plan for provision of services now provided by the ESD.

Age Friendly

- Develop Park public spaces (160-acre tract, Delores Martin Park, Buddy Williams Park. (one green, one red – 4 points)
- Encourage support of county in park development. (one green, one red – 4 points)
- Move forward with "City Center" with a recreation center and library facility. (two yellow – 4 points)
- Collaborate with nonprofit organizations for community involvement.
- Find opportunities for private developers (Presidio) to construct community facilities.
- Star medical and senior check-in during emergency events.

Welcoming

- Establish a Manvel Beautification Program (4 green, one red – 13 points)
- Advocate for family entertainment opportunities. (one green, two yellow – 7 points)
- Develop a Manvel Calendar of events to distribute to the public to include meeting dates, trash pickups, etc. (one green – 3 points)
- Establish a positive and aggressive (like Dan D) social media presence. (two red – 2 points)
- Complete monument signs at city entrances.
- Continue and expand citywide events.

Threats.

Finally, the Council and staff identified threats that would keep them from accomplishing the initiatives, goals and objectives that have been identified.

- Unexpected Council and staff turnover.
- Pandemic and or emergency management situation.
- Legislative preemption.
- Inflation.
- Ego and pride causing division.
- Excessive workload on staff.
- Economic downturn.
- Competition among area cities.
- Growth outside the city limits – yet use city services.
- Cyber attacks.
- Not staying the course.
- Letting plans sit on shelves and gather dust.
- Aging infrastructure.

City Staff Implementation Sessions

On December 2, 2025, the facilitator met with the City Manager and staff to review the outcomes of the governance and planning sessions and to determine next steps for the development of the implementation plan.

Implementation Plan Process. The staff reviewed and completed a template to develop the implementation portion of the planning process. During the discussions, staff members worked together to develop action steps, with proposed timelines. The implementation plan is provided as a separate document.

Reporting

Finally, staff established reporting protocols. These protocols serve the purpose of keeping the staff on schedule with the implementation of strategies, keeping the City Manager informed, and providing regular reports to the Council on the status of the implementation of the adopted strategies. This provides for long term accountability, predictability and consistency toward the implementation of the Strategic Plan.

Reporting Protocols

- **Council**
    - Receives semi-annual report/updates regarding various projects related to the strategic plan.

- **City Manager**
    - City Manager receives regular updates from staff at regular staff meetings on progress of assignments.

Council Report and Approval
January. 5, 2026

On January 5, 2026, the Council reviewed their work as well as the work of the staff since the planning session in January. After a thorough discussion the Report was approved as amended unanimously.

Conclusion

The Mayor, Council, and staff of the City of Manvel worked through a governance and planning process that allowed the Council to create a governance model, identify vision and mission elements and identify and establish strategies, goals, and objectives for moving the city forward. The process brought the staff leadership and Council closer together as a team and developed an implementation process to ensure the strategies are addressed and accomplished over time.

Strategic Plan
2026-2027

Council Governance and Planning Sessions
November 19 and 20, 2025

Staff Implementation Session
December 2, 2025

Adopted
January 5, 2025

Prepared and Facilitated
By
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Vision Statement
2024

A distinctive, safe and highly livable community that combines the best of city and country living – including natural landscapes, quality public services and a variety of local housing, shopping and lifestyle opportunities.

Key Vision Elements
2025

- **TBD**

Mission Statement
2024

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

Key Mission Elements
2025

- **TBD**

Core Values
Council and Staff
2024

In pursuing its mission, City leaders, management and staff are guided by these core values:

1. **Quality**
2. **Service**
3. **Transparency**
4. **Accountability**
5. **Stewardship**
6. **Engagement**
7. **Safety**



Community
Values
2024

- **Enjoying a "town and country" lifestyle.**
- **Being a part of – yet apart *from* – Greater Houston.**
- **A commitment to neighborliness and family values.**
- **Desiring safe, uncongested roads and neighborhoods.**
- **Supporting local institutions and businesses.**
- **Providing safe and enriching environments for children and seniors.**
- **Preserving the area's natural, rural landscapes.**
- **Keeping the cost of housing as attainable as possible.**
- **Taking pride in an open and friendly community spirit.**

City of Manvel

Council

Leadership Philosophy

The Mayor and Council of the City of Manvel will lead by …

- **With compassion.**
- **With determination.**
- **With high energy.**
- **By being engaged.**
- **As a team, together.**
- **By being open-minded.**
- **With commitment.**
- **Being collaborative – "better together".**
- **With honor, integrity, sincerity and ethically.**
- **We are known by who we are as family oriented, community minded neighbors.**
- **By being involved.**
- **By believing in the ultimate goal that the city and our decisions are bigger than ourselves.**

City of Manvel

Council

Communication Philosophy

The Mayor and Council of the City of Manvel will communicate with citizens, staff and each other by …

- **Face to face – preferably.**
- **Not solely thru social media.**
- **Be prepared, open minded, honest, understanding.**
- **With a coordinated message.**
- **With Council**
  - **Within the OMA**
  - **With respect**
  - **With compassion, love and respect.**
- **With staff**
  - **As defined by Charter not giving direction.**
  - **In a collaborative spirit.**
- **With Citizens**
  - **On their level and respecting their level of knowledge and understanding.**
  - **With openness (as much as legally allowed).**

City of Manvel

Council Expectations

The Mayor and Council of the City of Manvel expects the following of each other…

- **Understand what the ask is.**
- **Be prepared.**
- **Set the vision and mission for the city.**
- **Develop and live out our core values.**
- **Have a passion for our role and job.**
- **Expect and provide respect (earn respect by showing respect).**
- **Show grace.**
- **Show up and participate – be involved.**
- **Be responsive and an active listener**
- **Work together as a team.**
- **Get behind the vote, once the decision is made.**

City of Manvel

Staff

Expectations

The Mayor and Council of the City of Manvel expect the following of the staff …

- **Be in alignment with the city's culture.**
- **Honor the values of the City.**
- **Understand the power you have as a city employee.**
- **Be people of character.**
- **Maintain a strong professional and trained team of directors.**
- **Let Council know the resources you need.**
- **Help Council by providing the information and character they need to make a decision.**
- **Keep Council informed.**
- **Be realistic.**
- **No gossip or unhealthy conversation.**

City of Manvel

Staff

Expectations of Council

(as defined by the Council)

The staff expects the following of the Mayor and Council (as stated by the members of Council) …

- **Show grace to staff.**
- **Understand problems completely before making a decision.**
- **Be patient with staff.**
- **Be present, prepared, engaged, timely.**
- **Read the information, prepare and understand.**
- **Provide the resources staff needs to perform at the highest level.**
- **Council thoroughly prepared to make an informed decision.**
- **Be non-political; no grandstanding.**

City of Manvel

City Manager's Expectations
Of
Council and Staff

- **Mutual Respect for the Citizens, Council, and Staff – we all have a role to play, and all roles are important. (Body of Christ example)**
- **Honor our Core Values**
- **Honor the Charter**
- **Once a Council decision has been made, then all of us (Council and Staff) need to get behind that decision**
- **Nothing stifles creativity, productivity, and growth like Micromanagement!**

Organizational Excellence

Guiding Principle:

The City of Manvel is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

Objectives

- **Establish a Board and Committee members celebration and recognition program. (two green, two yellow – 8 points)**
- **Establish a robust orientation program for boards and committee appointees including improving vetting of potential members. (one yellow, one red – 3 point)**
- **Establish a training management program for directors. (one yellow – 2 points)**
- **Consider appointing Council members as liaisons to boards and committees. (one yellow – 2 points)**
- **Establish an employee recognition program. (one yellow – 2 points)**
- **Be more deliberate in communication victories and needs for the city.**

Safe

Guiding Principle:

Manvel will be a safe, protective and disaster-ready community with reduced-speed traffic on local streets, ample sidewalks and trails, engaged residents and business owners, responsive public services, and neighborhoods and infrastructure consciously designed to protect lives and property.

Objectives:

- **Partner with TxDOT for Iowa Lane Bride replacement (one red – 1 point)**
- **Seek out opportunities for an additional overpass over the railroad.**
- **Continue planning to alleviate traffic congestion.**

Connected

Guiding Principle:

Manvel will be an increasingly connected and accessible community, both in a physical sense and through events and other places and opportunities for its residents to gather and interact. It will expand upon its regional ties via highways and arterials to include a network of local through-streets, in-city trails and sidewalk-equipped neighborhoods except in its most rural areas. Evolving technology and network speeds will link it even more to the nation and world. It will be an inclusive and neighborly community that provides opportunities for youth, seniors and residents to thrive.

Objectives:

- **Establish a program for purchasing more public works equipment (one yellow, one red – 3 points)**
- **Establish a hiring and evaluation program that encourages being city culture oriented. (one green – 3 points)**
- **Keep growth related fees and land dedications (impact fees, park dedication funds) up to date and active. (two red – 2 points)**
- **Complete the five-year efficiency study identifying community and sales tax opportunities**
    - **Determine revenue generating opportunities for sand pit/Akery Lake.**

Sustainable

Guiding Principle:

Manvel will be an even more fiscally and environmentally sustainable and resilient city that protects its natural resources, adapts smoothly to change, seeks to mitigate weather-related hazards and damage to property, and strikes a balance between its commercial and residential tax bases, and between areas of the community with visibly distinct suburban character relative to rural character.

Objectives:

- **Develop a five-year staffing plan (one green, one yellow – 5 points)**
- **Seek grants to supplement revenue streams (one yellow, one red – 3 points)**
- **Review and amend Special Districts Policy dealing with MUDs and incentive packages. (two red – 2 points)**
- **Seek out people who support the city's culture for elections and committee appointments.**
- **Utilize a Chapter 381 agreement process for Presidio feeder road and regional detention.**

Prudent

Guiding Principle:

Manvel will be a wise steward of the taxpayer dollars, safeguarding its long-term financial position while diversifying its revenue base in order to lessen the tax burden on the community. This will be accomplished through rigorous monitoring and evaluation of ways to streamline processes, leverage the city's growth and invest in essential services.

Objective:

- **Amend the Special Districts Policy to shift negotiation strategy on development agreements (four green – 12 points)**
- **Conduct a market salary and benefit survey. (one yellow, one red – 3 points)**
- **Create an employee culture that drives longevity. (one yellow – 2 points)**
- **Establish and distribute education videos to manage expectations and set boundaries. (one red – 1 point)**

Opportunistic

Guiding Principle:

Manvel will maintain its emphasis on phased economic development as its residential population continues to build, and as new market opportunities become feasible and attractive in such a growing community. The City of Manvel and the Manvel Economic Development Corporation will continue to sync their strategic planning efforts to ensure that private and public investments are aligned and consistent with community values and objectives for making the city an appealing place to live, work and invest.

Objectives:

- **Consider Public/Private Partnership (PPP) for the 160 acre tract. (one green, two yellow, two red – 9 points)**
  - **Create a "downtown" in the City Center.**
- **Require all utilities to be buried. (one red – 1 point)**
- **Purchase available land in historic district for development (include in MEDC Strategic Plan).**
- **Review MEDC policy and incentives for beautification programs in the city.**

Healthy

Guiding Principle:

Manvel will be a vibrant, healthy, and wellness-focused community that encourages recreation and outdoor lifestyles, promotes walkability and access to healthcare services and fresh food, and provides opportunities for positive community interactions.

Objectives:

- **Continue efforts to develop 160-acre tract. (one green, one yellow – 5 points)**
- **Seek out funding for trails system in Parks Master Plan.**
- **Continue and add community events such as Eggstravaganza, Fall Music Fest, Spring Fest, Christmas Parade.**
- **Anticipate and plan for provision of services now provided by the ESD.**

Age-Friendly

Guiding Principle:

Manvel will be a full life-cycle, age-friendly community that promotes quality of life at all life stages and encourages lifelong learning, personal autonomy, non-auto forms of mobility, diverse housing options for residents to age-in-place, and opportunities for both youth and seniors to make meaningful contributions to civic life.

Objectives:

- **Develop Park public spaces (160-acre tract, Delores Martin Park, Buddy Williams Park. (one green, one red – 4 points)**
- **Encourage support of county in park development. (one green, one red – 4 points)**
- **Move forward with "City Center" with a recreation center and library facility. (two yellow – 4 points)**
- **Collaborate with nonprofit organizations for community involvement.**
- **Find opportunities for private developers (Presidio) to construct community facilities.**
- **Star and senior check-in during emergency events.**

Welcoming

Guiding Principle:

Manvel will continue to be an open and welcoming place that respects diverse people and opinions, appreciates (if not always approves) good-faith investments in the community, provides opportunities for meaningful and constructive community dialogue and feedback, and operates with the highest levels of decorum and civility.

Objectives:

- **Develop Park public spaces (160-acre tract, Delores Martin Park, Buddy Williams Park. (one green, one red – 4 points)**
- **Encourage support of county in park development. (one green, one red – 4 points)**
- **Move forward with "City Center" with a recreation center and library facility. (two yellow – 4 points)**
- **Collaborate with nonprofit organizations for community involvement.**
- **Find opportunities for private developers (Presidio) to construct community facilities.**
- **Star and senior check-in during emergency events.**

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

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

MINUTES 1/5/2026

Workshop Session

Mayor Davis called the Manvel City Council workshop to order at 5:00 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 4 Carmyn Robey-Robinson (Arrived 5:37 p.m.)
City Councilmember Place 5 Crystal Sarmiento (Arrived 5:01 p.m.)

Absent: City Councilmember Place 6 Garrett Knox

Also Present: Dan Johnson, City Manager
Robert Gervais, City Attorney
Keith Traylor, Director of Public Safety
Tammy Bell, City Secretary
Jose Abraham, Director of Development Services
Chad Dumont, Director of Personnel
Rosa Donaire, Director of Finance
Robbie Hall, Director of Public Works

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

Gary and Jennifer with Kendig Keast presented updates to the City's draft comprehensive plan, emphasizing that it is based on extensive community input (meetings, small-group discussions, and a citywide survey) and aligned with the City's adopted strategic plan. They briefly recapped prior work on the future land use and thoroughfare plan maps, including several map refinements, then provided high-level highlights of the remaining plan sections; environment,

growth capacity (infrastructure and public safety), economic development, and recreation/amenities—along with key goals and recommended actions. The consultants explained the plan will conclude with an "action agenda" identifying a short list of priority initiatives for the next several years and outlined next steps for public review and feedback before formal hearings with PD&Z and City Council for potential adoption. Council discussion focused primarily on the thoroughfare plan, including concerns about rural impacts and landowner fairness, interest in expanding rural preservation areas, and the need to coordinate roadway planning with Brazoria County; staff also clarified that SCADA upgrades referenced in the plan were addressed. Council additionally expressed support for strengthening parks and recreation capacity and advancing the 160-acre City Center as a community anchor while balancing responsible growth with long-term mobility needs.

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 6:00 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 4 Carmyn Robey-Robinson
	City Councilmember Place 5 Crystal Sarmiento
Absent:	City Councilmember Place 6 Garrett Knox
Also Present:	Dan Johnson, City Manager
	Robert Gervais, City Attorney
	Keith Traylor, Director of Public Safety
	Tammy Bell, City Secretary
	Jose Abraham, Director of Development Services
	Chad Dumont, Director of Personnel
	Rosa Donaire, Director of Finance
	Robbie Hall, Director of Public Works

Invocation

Inspirational Reading - Councilmember Bonner

Pledge

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
Laurie Cimrhanzel - Opposed to pump detention item
Zack and Angie Alli - Raised concerns over the thoroughfare plan and how it doesn't match with zoning.

City Manager Update
Staffing Progress and Accomplishments Update.
Updates on Akery Lake, Lewis Ln Sidewalk, Croix traffic light, City Center RFP.
Staffing - Rosie obtained government finance officer certification, Tristian in finance received her bachelor's degree, Kristin in Animal Control received Level One certification from the National Animal Care and Control Association, and Evelyn Abundus received her bachelor's degree.

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.

Mayor Davis made the motion to remove item 5 from the consent agenda. Councilmember Lands seconded the motion.
The motion carried with a vote: 6/0
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 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento
No: None
Absent: City Councilmember Place 6 Garrett Knox
Abstained: None

Mayor Davis made the motion to approve the consent agenda with the removal of item # 5. Councilmember Bonner seconded the motion.

The motion carried with a vote: 6/0

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 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento
No: None
Absent: City Councilmember Place 6 Garrett Knox
Abstained: None

Items Removed from Consent Agenda

Mayor Davis made the motion to postpone consent item #5. Councilmember Lands seconded the motion.

The motion carried with a vote:6/0

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 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento
No: None
Absent: City Councilmember Place 6 Garrett Knox
Abstained: None

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).

   Matt De La Rosa provided an overview. Watsil Mura with the development presented as well. The request involved a two-part variance to allow pump detention and a deviation from the required 1,000-foot separation from residential properties, as three nearby homes fell within that distance. Staff and the applicant presented the technical justification, noting site constraints due to floodplain conditions and proposing underground pump detention with safety measures, while PD&Z had forwarded the request with a 4–2 recommendation. Council discussion focused on adherence to recently adopted drainage standards, neighborhood concerns, flood risk, long-term reliability of pump systems, and the broader need for regional or off-site detention solutions in the area.

   Councilmember Bonner made the motion to approve. Mayor Davis seconded the motion.

   The motion FAILED with a vote: 1/5

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

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.

Council took a 5-minute recess and reconvened at 7:20 p.m.

Rosa Donaire presented the budget amendment requesting $2,626,816.08 in additional funding for the City Hall expansion and Heritage Park, to be funded from the Capital Projects Fund balance using primarily interest earnings on bond proceeds, not the General Fund. Staff explained that sufficient funds would remain (approximately $3.2 million) to meet arbitrage requirements and that the funds must be used on eligible capital projects. Council discussed the source of the interest, cost increases related to added scope and previously unbudgeted soft costs, and the need for improved budgeting practices to reduce future amendments. Council also discussed exploring donations and sponsorship opportunities for Heritage Park to offset costs.

Mayor Davis made the motion to approve. Councilmember Bonner seconded the motion.
The motion carried with a vote: 6/0

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 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento
No: None
Absent: City Councilmember Place 6 Garrett Knox
Abstained: None

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.

The City Manager explained that this project was intentionally scheduled after completion and funding stabilization of the Police Station and Public Works Facility, which were higher priorities under the same bond issuance. Staff outlined the competitive selection process, noting nine proposals were received and evaluated using a best-value approach that considered cost, experience, references, and interviews, with the selection committee unanimously recommending Crane Group. Council discussed project phasing, including initial construction of additional parking to maintain city operations, followed by the West Wing expansion and Heritage Park, as well as accessibility features for the playground.

Councilmember Bonner made the motion to approve. Councilmember Robey-Robinson seconded the motion.
The motion carried with a vote: 6/0

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 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento
No: None
Absent: City Councilmember Place 6 Garrett Knox
Abstained: None

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.

   Items discussed for review/edits before second and final reading:
   Canopies/tents: generally agreed they likely need to be allowed, with discussion about:
   - designating a specific area (back row near flagpole),
   - requiring removal at night,
   - limiting how many / where they go,
   - setting a maximum canopy size (10x10 was suggested),
   - possibly requiring weights/anchoring.

   Number of signs allowed: multiple suggestions (1 vs 3 vs 5), but no final number was set. Sign size: Tammy explained why 3x3 was proposed
   Removal deadline after voting: discussion of 24 vs 48 vs 72 hours, but no final timeframe was decided.
   Vehicles used as campaign displays: discussion about clarifying the ordinance so a wrapped vehicle isn't unintentionally prohibited.
   Canopy signage (signs on canopies): discussion that it may be acceptable if not blocking anything.
   Megaphones/bullhorns: raised as a concern, and should not be allowed.
   Expanding beyond the 100-foot boundary (e.g., 200 feet): raised, but no decision (and legal guidance was said to be needed).
   Enforcement plan: Election Judge noted staffing/enforcement limitations; Council discussed coordination.

   Councilmember Bonner made the motion to approve with further discussion on minor details. Councilmember Opliger seconded the motion.
   The motion carried with a vote: 6/0

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 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento
No:	None
Absent:	City Councilmember Place 6 Garrett Knox
Abstained:	None

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.

   Council discussion focused on ethical use, open records implications, avoiding overreliance on AI-generated content, and ensuring AI is used to enhance, not replace, staff expertise, with training to be provided to staff.

Councilmember Lands made the motion to approve. Councilmember Bonner seconded the motion.

The motion carried with a vote: 6/0

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 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento
No: None
Absent: City Councilmember Place 6 Garrett Knox
Abstained: None

6. Update by staff on the MUD Formation Policy.

Mayor Davis and Bobby Gervais provided the overview. No action taken.

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.*

Mayor Davis recessed the meeting for Executive Session at 8:31 p.m.
Mayor Davis reconvened the meeting out of Executive Session at 9:31 p.m.
There was no action taken during the Executive Session.

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.

Council considered direction to staff regarding agreements with HJR Highway 6, LLC, including a design criteria modification and development agreement variance related to pump detention and roadway escrow requirements. Staff reviewed the project history and noted discrepancies between drainage plans on file with the City and plans approved by TxDOT and BDD4. Council directed staff to work with the applicant to reconcile and formally submit compliant pump detention plans and further directed that the original development agreement terms regarding the roadway escrow remain unchanged, with escrow funds to be returned only upon formal abandonment of the roadway.

Mayor Davis made the motion to provide direction to staff to go back to the applicant regarding the pump detention plans to get that squared away, and at the same time, to stick by the original development agreement regarding the road escrow and with the abandonment proviso. Councilmember Bonner seconded the motion.

The motion carried with a vote: 6/0

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 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento
No: None
Absent: City Councilmember Place 6 Garrett Knox
Abstained: None

Mayor and Council Comments

Adjourn

Councilmember Bonner made the motion to adjourn the meeting at 9:42 p.m. Councilmember Lands seconded the motion.

The motion carried with a vote: 6/0

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

No: None

Absent: City Councilmember Place 6 Garrett Knox

Abstained: None

CERTIFICATION

_____

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

_____

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

RESOLUTION NO. 2026-R-06

RESOLUTION OF THE CITY OF MANVEL, TEXAS GIVING CONSENT TO THE SALE AND ISSUANCE OF UNLIMITED TAX ROAD BONDS SERIES 2025 BY BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 83 OF BRAZORIA COUNTY

WHEREAS, --- Utility District No. 83 of Brazoria County (the "District") was heretofore duly created by Order of the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, The District is located within the jurisdiction of the City of Manvel, Texas (the "City"); and

WHEREAS, pursuant to V.T.C.A. Local Government Code, Section 42.042 and by Resolution No. 2021-R-16, dated August 16, 2021 (the "Consent Resolution"), the City consented to the creation of the District; and

WHEREAS, as condition of the Consent Resolution, the City must consent to the sale and issuance of bonds by the District; and

WHEREAS, the City has received and reviewed a draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule; and

WHEREAS, the City Council of the City desires to adopt Resolution No. 2026-R-06 (the "Resolution"), as set forth herein, for the purpose of acknowledging its receipt and review of the draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule and consenting to the sale and issuance of unlimited tax road bonds series 2025 by the District pursuant thereto.

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

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. Pursuant to Section 4.05 of Exhibit "B" and Exhibit "C" to the Consent Resolution, the City Council of Manvel, Texas hereby specifically (1) acknowledges its receipt and review of a draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule; (2) declares that, based upon representation made by the District, the District is in compliance with the Consent Resolution, as well as all exhibits thereto; and (3) consents to the sale and issuance of road bonds by the District.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

PASSED AND APPROVED this _____ day of _____, 2026.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

[SEAL]

OFFICIAL NOTICE OF SALE

$8,790,000

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 83
(A political subdivision of the State of Texas, located within Brazoria County, Texas)

UNLIMITED TAX ROAD BONDS
SERIES 2025

BIDS FOR THE BONDS TO BE SUBMITTED BY:
8:45 A.M., CENTRAL TIME
WEDNESDAY, NOVEMBER 19, 2025

BIDS FOR THE BONDS TO BE OPENED AT:
10:00 A.M., CENTRAL TIME
WEDNESDAY, NOVEMBER 19, 2025

This Official Notice of Sale does not alone constitute an invitation for bids, but is merely notice of sale of the bonds described herein. The invitation for such bids is being made by means of this Official Notice of Sale, the Official Bid Form, and the Preliminary Official Statement. Information contained in this Official Notice of Sale is qualified in its entirety by the detailed information contained in the Preliminary Official Statement.

OFFICIAL NOTICE OF SALE

$8,790,000

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 83
(A political subdivision of the State of Texas, located within Brazoria County, Texas)

UNLIMITED TAX ROAD BONDS
SERIES 2025

BONDS OFFERED FOR SALE AT COMPETITIVE BID: The Board of Directors (the "Board") of Brazoria County Municipal Utility District No. 83 (the "District") is offering for sale at competitive bid its $8,790,000 Brazoria County Municipal Utility District No. 83 Unlimited Tax Road Bonds, Series 2025 (the "Road Bonds" or "Bonds").

METHODS FOR SUBMISSION OF BIDS AND BID FORMS: Bids for the Road Bonds may be submitted by any one (1) of the following methods:

1. Submit bids in writing as described under "WRITTEN BIDDING PROCEDURE."
2. Submit bids electronically as described under "ELECTRONIC BIDDING PROCEDURE."
3. Submit bids by telephone as described under "TELEPHONIC BIDDING PROCEDURE."

Two (2) copies of all bids, whether by completed signed bid form for use with physical delivery of written bids or by incomplete signed bid forms for use with electronic or telephonic bids, must be submitted on signed Official Bid Forms to the office of Robert W. Baird & Co. Incorporated, Houston, Texas (the "Financial Advisor"), Attn: Adam Cohen, 4801 Woodway Dr., Suite 118-E, Houston, Texas 77056, by 8:45 A.M., Central Time, Wednesday, November 19, 2025. Any bid or bid form submitted after such scheduled time for bid receipt will not be accepted and will be returned unopened. **The District will not accept bids submitted by facsimile.** See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES)" for additional requirements concerning submission of bids.

WRITTEN BIDDING PROCEDURE: Sealed bids, two (2) copies of which must be submitted on the Official Bid Form and plainly marked "Bid for Bonds," are to be addressed to "President and Board of Directors, Brazoria County Municipal Utility District No. 83." All bids, whether by completed signed bid form or by incomplete signed bid forms for use with telephone or electronic bids, must be submitted on signed Official Bid Forms, in duplicate, to the office of the Financial Advisor, Attn: Adam Cohen, 4801 Woodway Dr., Suite 118-E, Houston, Texas 77056, by 8:45 A.M., Central Time, Wednesday, November 19, 2025. Any bid or bid form submitted after such scheduled time for bid receipt will not be accepted and will be returned unopened. See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES)" for additional requirements concerning submission of bids.

ELECTRONIC BIDDING PROCEDURE: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. Bidders must submit, by 8:45 A.M., Central Time, Wednesday, November 19, 2025, two (2) signed Official Bid Forms, in duplicate, to the office of the Financial Advisor, Attn: Adam Cohen, 4801 Woodway Dr., Suite 118-E, Houston, Texas 77056. Subscription to the i-Deal's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. Electronic bids must be received via PARITY in the manner described below, by 8:45 A.M., Central Time, on the date of the sale.

Electronic bids must be submitted via PARITY in accordance with this Official Notice of Sale, but no bid will be received after the time for receiving bids specified above. An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Road Bonds on the terms provided in the Official Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the District. **The District shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder**.

If any provisions of the Official Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information about PARITY, including any fee charged, may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, (212) 849-5000.

For purposes of both the written bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time. For information purposes only, bidders are requested to state in their electronic bids the net effective interest rate to the District, as described under "CONDITIONS OF THE SALE - Basis of Award." All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the Official Bid Form. See "CONDITIONS

OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES)" for additional requirements concerning submission of bids.

TELEPHONIC BIDDING PROCEDURE: Bidders must submit, by 8:45 A.M., Central Time, Wednesday, November 19, 2025, two (2) signed Official Bid Forms, in duplicate, to the office of the Financial Advisor, Attn: Adam Cohen, 4801 Woodway Dr., Suite 118-E, Houston, Texas 77056, and submit their bid by telephone at (713) 230-6122 by 8:45 A.M., Central Time, on the date of the sale.

The Financial Advisor will call telephone bidders that have submitted signed Official Bid Forms prior to the date of the sale. Contact the Financial Advisor on the day of the sale to obtain the phone number.

The Financial Advisor will not be responsible for the submission of any bids received after the above deadlines. The Financial Advisor assumes no responsibility or liability with respect to any irregularities associated with the submission of any bids.

AWARD AND SALE OF THE BONDS: The District will take action to adopt a resolution (the "Bond Resolution") authorizing the issuance and awarding sale of the Road Bonds or will reject all bids promptly after the opening of bids. **The Board reserves the right to reject any or all bids and to waive any irregularities, except time of filing. Any bids from entities that are not publicly traded business entities, or wholly owned subsidiaries of a publicly traded business entity, must comply with the requirements listed in "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES)."**

THE ROAD BONDS

DESCRIPTION OF CERTAIN TERMS OF THE BONDS: The Road Bonds are dated December 1, 2025. Interest on the Bonds accrues from the initial date of delivery (on or about December 18, 2025), with interest payable on May 1, 2026, and each November 1 and May 1 (the "Interest Payment Date") thereafter until the earlier of stated maturity or prior redemption. The Road Bonds will be issued only in fully registered form. Principal will be payable to the registered owners of the Road Bonds (the "Registered Owners") upon presentation and surrender at the principal payment office of the paying agent/registrar, initially, BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"). Interest on the Road Bonds will be payable by check of the Paying Agent/Registrar, dated as of the Interest Payment Date, and mailed by the Paying Agent/Registrar to the Registered Owners, as shown on the records of the Paying Agent/Registrar at the close of business on the fifteenth day of the calendar month next preceding the Interest Payment Date. The Road Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Road Bonds. Beneficial owners of the Road Bonds will not receive physical certificates representing the Road Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Road Bonds, the principal of and interest on the Road Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Road Bonds as described herein. See "BOOK-ENTRY-ONLY SYSTEM" in the Preliminary Official Statement. The Road Bonds will mature serially on November 1 in each of the following years in the following amounts:

Maturity (November 1)	Principal Amount	Maturity (November 1)	Principal Amount	Maturity (November 1)	Principal Amount
2027	$140,000	2037	$230,000	2047	$375,000
2028	150,000	2038	240,000	2048	395,000
2029	155,000	2039	255,000	2049	410,000
2030	165,000	2040	265,000	2050	430,000
2031	170,000	2041	280,000	2051	455,000
2032	180,000	2042	295,000	2052	475,000
2033	190,000	2043	310,000	2053	500,000
2034	200,000	2044	325,000	2054	525,000
2035	210,000	2045	340,000	2055	550,000
2036	220,000	2046	355,000		

SERIAL BONDS AND TERM BONDS: Bidders may provide that all the Bonds be issued as serial bonds or may provide that any two (2) or more consecutive annual principal amounts may be combined into one (1) or more term bonds.

REDEMPTION PROVISIONS: The Road Bonds maturing on November 1, 2031, and thereafter, shall be subject to redemption and payment at the option of the District, in whole or from time to time in part, on November 1, 2030, or on any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption. If less than all the Road Bonds are redeemed at any time, the District shall determine the maturity or maturities and the amounts thereof to be redeemed in integral multiples of $5,000 of principal amount, and if less than all of the Road Bonds within a maturity are to be redeemed, the Paying Agent/Registrar shall designate by method of random selection the Road Bonds within such maturity to be

redeemed (or by DTC in accordance with its procedures while the Road Bonds are in book-entry-only form). The Registered Owner of any Bond, all or a portion of which has been called for redemption, shall be required to present such Bond to the Paying Agent/Registrar for payment of the redemption price on the portion of the Bond so called for redemption and issuance of an exchange Bond in a principal amount equal to the portion of the Bond not so redeemed.

SECURITY FOR PAYMENT: The Road Bonds, when issued, will constitute valid and binding obligations of the District, payable as to principal and interest from a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District.

OTHER TERMS AND COVENANTS: Other terms of the Road Bonds and the various covenants of the District contained in the Bond Resolution are described in the Preliminary Official Statement, to which reference is made for all purposes.

USE OF PROCEEDS: Proceeds from the sale of the Road Bonds will be used to reimburse the Developer (herein defined) for a portion of the improvements and related costs shown under "USE AND DISTRIBUTION OF BOND PROCEEDS" in the Preliminary Official Statement. Additionally, proceeds from the sale of the Road Bonds will be used to pay developer interest, twelve (12) months of capitalized interest and other certain costs associated with the issuance of the Road Bonds. See "USE AND DISTRIBUTION OF ROAD BOND PROCEEDS" in the Preliminary Official Statement.

MUNICIPAL BOND INSURANCE AND RATINGS: The District has made applications for a commitment for municipal bond insurance on the Road Bonds. The purchase of such insurance, if available, and payment of all costs, including the premium charged by the insurer, and fees charged by any rating company, if applicable, shall be the obligation of the Initial Purchaser of the Road Bonds. The District has not made an application for a municipal bond rating on the Road Bonds. Furthermore, it is not expected that the District would have been successful in receiving an investment grade rating on the Road Bonds.

CONDITIONS OF SALE

TYPES OF BIDS AND INTEREST RATES: The Road Bonds will be sold in one (1) block on an "all or none" basis at a price of not less than 97% of the par value thereof. Bidders are to name the rates of interest to be borne by the Road Bonds, provided that each interest rate bid must be a multiple of $1/8^{th}$ or $1/20^{th}$ of 1%. All Road Bonds maturing within a single year must bear the same rate of interest. The net effective interest rate on the Road Bonds may not exceed _____%, as calculated pursuant to Chapter 1204 of the Texas Government Code. No limitation will be imposed upon bidders as to the number of rates which may be used, but the highest rate bid may not exceed the lowest rate bid by more than 2-1/2% in interest rate. No bids involving supplemental interest payments will be considered. No bid that generates a cash premium greater than $5,000 will be considered. Each bid shall indicate the total and net interest costs in dollars and the net effective interest rate determined therefrom, which shall be considered informative only and not as a part of the bid.

REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES): Bidders, including any syndicate member listed on the Official Bid Form, that are not publicly traded business entities, or wholly owned subsidiaries of a publicly traded business entity, must submit to the District a completed and signed Texas Ethics Commission Form 1295 ("TEC Form 1295") in accordance with Texas Government Code Section 2252.908. If required, the TEC Form 1295 may accompany the Official Bid Form or may be submitted separately, but must be provided to the District prior to the time prescribed for the award of the Road Bonds. If required the TEC Form 1295 may be provided to the District via facsimile or electronically; however, the original signed TEC Form 1295, including certificate number, must be physically delivered to the District within two (2) business days of the award. The District reserves the right to reject any bid that does not comply with the requirements prescribed herein, if applicable, or to waive any such requirements. For purposes of completing a TEC Form 1295, the entity's name is "Brazoria County Municipal Utility District No. 83" and the contract ID number is "BCMUD83 – S2025RD – B." Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, each bidder should consult its own advisors to the extent it deems necessary and be prepared to submit, if required, the completed form promptly upon notification from the District that its bid is the apparent winning bid.

CLOSING PROCEDURES: The District anticipates use of BaseFund's "Secured Closing" platform (the "Platform") to facilitate the Closing. The Platform, on the District's behalf and upon input by the various transaction parties, assembles and helps verify the accuracy of the participants and their respective payment instructions associated with the Closing (the "Information"), which Information is then memorialized in a "closing memorandum." At least three days prior to the Closing, the District will cause delivery to the Utility Bond Road Bond Initial Purchaser, via email, a URL to the Platform (otherwise, generally accessible at https://basefund.com/) that the Utility Bond Road Bond Initial Purchaser shall, prior to the Closing, use to access transaction participants' Information that is necessary to facilitate the Closing. By accessing the Information, the Road Bond Initial Purchaser assumes no liability or responsibility for the accuracy of the Information.

STANDING LETTER REQUIREMENT: Each prospective bidder must have a standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General's Office, as required by and compliant in all aspects with, the All Bond Counsel Letter of the Texas Attorney General dated November 1, 2023 (the "All Bond Counsel Letter"). In submitting a bid, a bidder represents to the District that it has filed a standing letter that conforms to the requirements set forth in the All Bond Counsel Letter and it has no reason to believe that the District may not be entitled to rely on the standing letter on

file with the Municipal Advisory Council of Texas and the Texas Attorney General's Office. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Road Bonds unless same is immediately replaced with a standing letter meeting the requirements of the All Bond Counsel Letter.

The District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Road Bonds. In the event that a bidder does not have such standing letter on file at the time of submission of a bid, the bidder agrees to file such standing letter with the Municipal Advisory Council of Texas and the Texas Attorney General's Office by the earlier of: (a) two (2) hours after submitting its bid, and (b) the deadline for bids for the Road Bonds. If requested by the District, the Initial Purchaser agrees to provide such further representations, certifications or assurances regarding the matters described under the heading "Compliance with Laws Prohibiting Contracts with Companies," as applicable, as of the Date of Delivery of the Road Bonds or such other date requested by the District.

A bidder who is currently under review by the Texas Attorney General for being a potential discriminator or boycotter under (i) Section 2271.002 of the Texas Government Code, (ii) Section 2252.151 of the Texas Government Code, (iii) Section 2276.002 of the Texas Government Code, or (iv) Section 2274.002 of the Texas Government Code, agrees to provide, prior to the Date of Delivery of the Road Bonds, a bring-down certification that the Texas Attorney General can continue to rely on the bidder's standing letter and the statutory representations and covenants, in accordance with the requirements set forth in the All Bond Counsel Letter.

COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL AND CERTAIN COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN OR FOREIGN TERRORIST ORGANIZATIONS: By submission of a bid for the Road Bonds, the bidder represents and verifies that at the time of execution and delivery of a bid and through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12, neither the bidder nor a syndicate member listed on the OFFICIAL BID FORM, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Additionally, by submitting a bid, the bidder also represents and certifies that, solely for purposes of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the OFFICIAL BID FORM, 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, as amended, Texas Government Code.

COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES: By submission of a bid for the Road Bonds, the bidder represents and verifies that neither the bidder nor any syndicate member listed on the OFFICIAL BID FORM, nor the parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, of the bidder or any syndicate member listed on the OFFICIAL BID FORM boycott energy companies and, such entities will not boycott energy companies through the end of the underwriting period. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended. As used in the foregoing verification, "boycott energy companies" has the meaning assigned to such term in Section 909.001, Texas Government Code, as amended, which currently means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this verification, the bidder and any syndicate member listed on the OFFICIAL BID FORM understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the bidder or syndicate member listed on the OFFICIAL BID FORM, as applicable, within the meaning of SEC Rule 405, 17. C.F.R. § § 230.405, and exists to make a profit.

COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION: By submission of a bid for the Road Bonds, the bidder represents and verifies that neither bidder nor any syndicate member listed on the OFFICIAL BID FORM, nor the parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, of the bidder or any syndicate member listed on the OFFICIAL BID FORM

i) have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
ii) will not through the end of the underwriting period discriminate against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning assigned

to it in Section 2274.001(3), Texas Government Code, as amended, which currently, (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, "firearm entity" has the meaning assigned to it in Section 2274.001(6), Texas Government Code, as amended, which currently means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4) as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5) as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1) as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code). As used in the foregoing verification, "firearm trade association" has the meaning assigned to it in Section 2274.001(7), Texas Government Code, as amended, which currently, means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. As used in this verification, the bidder and any syndicate member listed on the OFFICIAL BID FORM understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the bidder or syndicate member listed on the OFFICIAL BID FORM, as applicable, within the meaning of SEC Rule 405, 17. C.F.R. § § 230.405, and exists to make a profit.

BASIS OF AWARD: For the purpose of awarding sale of the Road Bonds, the total interest cost of each bid will be computed by determining, at the rates specified therein, the total dollar value of all interest on the Road Bonds from the date thereof to their respective maturities, and adding thereto the dollar amount of the discount bid, if any, or deducting therefrom the premium bid, if any. Subject to the District's right to reject any or all bids, sale of the Road Bonds will be awarded to the bidder (the "Initial Purchaser") whose bid, under the above computation, produces the lowest net effective interest rate to the District. The Board reserves the right to reject any or all bids. In the event of mathematical discrepancies between the interest rate(s) bid and the interest cost determined therefrom, as both appear on the Official Bid Form; the bid will be governed solely by the interest rate(s) bid.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a bank cashier's check payable to the order of "Brazoria County Municipal Utility District No. 83" in the amount of $175,800, which is 2% of the par value of the Road Bonds (the "Good Faith Deposit"). **"Official Checks" will not be accepted**. The check of the Initial Purchaser will be considered as the Good Faith Deposit and will be retained uncashed by the District pending the Initial Purchaser's compliance with the terms of the bid. In the event the Initial Purchaser should fail or refuse to take up and pay for the Road Bonds in accordance with such terms, then the Good Faith Deposit will be cashed, and the proceeds accepted by the District as full and complete liquidated damages. The Good Faith Deposit may accompany the bid or it may be submitted separately; if submitted separately, it shall be made available to the District prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn which authorize its use as the Good Faith Deposit of bidders named in such instructions. The Good Faith Deposit of the Initial Purchaser will be returned to the Initial Purchaser uncashed on the date of delivery of the Road Bonds. No interest will be credited on the Good Faith Deposit. The checks accompanying all other bids will be returned immediately after the bids are opened and the award of the sale of the Road Bonds has been made.

COMPETITIVE BIDDING AND HOLD-THE-OFFERING-PRICE RULE: In the event that the District does not receive sufficient qualified bids to satisfy the competitive sale requirements of Treasury Regulation Section 1.148-1(f)(3)(i), allowing the District to treat the reasonably expected initial offering price to the public as of the sale date as the issue price of the Road Bonds, the "hold-the-offering-price rule" shall apply, which will allow the District to treat the initial offering price to the public of each maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule applies to any maturity of the Road Bonds, the Initial Purchaser agrees, by submitting a bid, that it will neither offer nor sell that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (i) the date on which the Initial Purchaser has sold at least 10% of that maturity of the Road Bonds to the public at a price that is no higher than the initial offering price to the public or (ii) the close of the fifth business day after the sale date. The Initial Purchaser agrees to promptly report to the Financial Advisor when it has sold 10% of a maturity of the Road Bonds to the public at a price that

is no higher than the initial offering price to the public if that occurs prior to the close of the fifth business day after the sale date.

INITIAL PURCHASER'S CERTIFICATION OF ISSUE PRICE: In order to provide the District with information required to enable it to comply with certain conditions of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the exclusion of interest on the Road Bonds from gross income for federal income tax purposes, the Initial Purchaser will be required to complete, execute, and deliver to the District (not later than five (5) business days before the date of delivery of the Road Bonds) a certification regarding the "issue price" of the Road Bonds substantially in the form accompanying this Official Notice of Sale. In the event the Initial Purchaser will not reoffer the Road Bonds for sale or is unable to sell a substantial amount of the Road Bonds of any maturity by the date of delivery, such certificate may be modified in a manner acceptable to the District. Each bidder, by submitting its bid, agrees to complete, execute, and deliver such a certificate not later than five (5) business days before the date of delivery of the Road Bonds, if its bid is accepted by the District. It will be the responsibility of the Initial Purchaser to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to The Muller Law Group, PLLC, Sugar Land, Texas ("Bond Counsel").

DELIVERY OF THE ROAD BONDS AND ACCOMPANYING DOCUMENTS

DELIVERY OF INITIAL ROAD BONDS: Initial delivery of the Road Bonds ("Initial Delivery") will be as one (1) bond for each maturity, as set forth below. Unless otherwise agreed with the Initial Purchaser, delivery will be at the corporate trust office of the Paying Agent/Registrar. Payment for the Road Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. If, at the time set for closing, the Initial Purchaser has provided the Paying Agent/Registrar five (5) business days written notice of its registration instructions, the Initial Purchaser shall not be required to pay for the initial Road Bonds until the Paying Agent/Registrar is able to deliver to the Initial Purchaser definitive, registered Road Bonds conforming to such registration instructions. The Initial Purchaser will be given six (6) business days' notice of the time fixed for delivery of the Road Bonds. It is anticipated that Initial Delivery can be made on or about December 18, 2025, and subject to the aforesaid notice, it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the initial Road Bonds by 10:00 A.M., Central Time, on December 18, 2025, or thereafter on the date the initial Road Bonds are tendered for delivery, up to and including January 20, 2026. If for any reason the District is unable to make delivery on or before January 20, 2026, then the District immediately shall contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional 30 days. If the Initial Purchaser does not elect to extend its offer within six (6) days thereafter, then the Good Faith Deposit will be returned, and both the District and the Initial Purchaser shall be relieved of any further obligation.

EXCHANGE ON DELIVERY DATE: Upon written request of the Initial Purchaser, delivered to the Paying Agent/Registrar not less than five (5) business days prior to the date fixed for delivery, the Paying Agent/Registrar will, on the delivery date, exchange the Road Bonds to be delivered by the District for Road Bonds registered in accordance with instructions contained in such request, in integral multiples of $5,000, maturing as set out in the Official Notice of Sale and bearing interest in accordance with the terms of the Initial Purchaser's bid.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Road Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Initial Purchaser to accept delivery of and pay for the Road Bonds in accordance with the terms of this Official Notice of Sale. All expenses relating to the printing of CUSIP numbers on the Road Bonds shall be paid for by the District; however, payment of the CUSIP Global Services charge for the assignment of the numbers shall be the responsibility of the Initial Purchaser.

CONDITIONS TO DELIVERY: The obligation to take up and pay for the Road Bonds is subject to the following conditions: the issuance of an approving opinion of the Attorney General of Texas, the Initial Purchaser's receipt of the initial Road Bonds (or definitive Road Bonds if the Initial Purchaser has provided the Paying Agent/Registrar with registration instructions as provided above), the Initial Purchaser's receipt of the legal opinion of Bond Counsel and the no-litigation certificate, and the non-occurrence of the events described under "DELIVERY OF THE ROAD BONDS AND ACCOMPANYING DOCUMENTS – NO MATERIAL ADVERSE CHANGE," all as described below. Further, the Initial Purchaser is not obligated to take up and pay for the Road Bonds at Initial Delivery if at any time after the award of the Road Bonds and at or prior to Initial Delivery, the Congress of the United States shall have declared war or a national emergency. In addition, if the District fails to comply with its obligations described under "OFFICIAL STATEMENT," the Initial Purchaser may terminate its contract to purchase the Road Bonds by delivering written notice to the District within five (5) days thereafter.

DTC DEFINITIVE BONDS: After delivery, the Road Bonds will be issued in book-entry-only form. Cede & Co. is the nominee for DTC. All references herein to the registered owners of the Road Bonds shall mean Cede & Co. and not the Beneficial Owners of the Road Bonds. Purchase of beneficial interests in the Road Bonds will be made in book-entry-only form (without registered Road Bonds) in the denomination of $5,000 principal amount or any integral multiple thereof. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Road Bonds at DTC, or another securities depository, in which case, such beneficial interests would become exchangeable for one (1) or

more fully registered Road Bonds of like principal amount for the Road Bonds. See "BOOK-ENTRY-ONLY SYSTEM" in the Preliminary Official Statement.

LEGAL OPINIONS: The District will furnish to the Initial Purchaser a transcript of certain certified proceedings incident to the issuance and authorization of the Road Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the bond register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Road Bonds, and that based upon such examination, the Road Bonds are valid and binding obligations of the District payable from the proceeds of a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District. The District will also furnish the approving legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Road Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the registered owners of the Road Bonds may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. The legal opinion of Bond Counsel will further state that the Road Bonds are payable, both as to principal and interest, from the proceeds of continuing direct annual ad valorem tax without legal limitation as to rate or amount, upon all taxable property within the District, and that the interest on the Road Bonds is excludable from gross income for federal income tax purposes under existing law and interest on the Road Bonds is not subject to the alternative minimum tax on individuals. See "LEGAL MATTERS" in the Preliminary Official Statement. Such opinions express no opinion with respect to the sufficiency of the security for or marketability of the Road Bonds.

NOT QUALIFIED TAX-EXEMPT OBLIGATIONS: The Road Bonds are **NOT** "qualified tax-exempt obligations" for financial institutions.

NO-LITIGATION CERTIFICATE: Except as described in the Preliminary Official Statement, on the date of delivery of the Bonds to the Initial Purchaser, the District will execute and deliver to the Initial Purchaser, a certificate to the effect that no litigation of any nature has been filed or is pending, as of that date, of which the District has notice, to restrain or enjoin the issuance or delivery of the Road Bonds, or which would affect the provisions made for their payment or security, or in any manner question the validity of the Road Bonds.

NO MATERIAL ADVERSE CHANGE: The obligation of the Initial Purchaser to take up and pay for the initial Road Bonds, and of the District to deliver the initial Road Bonds, is subject to the condition that, up to the time of delivery of and receipt of payment for the Initial Road Bonds, there shall have been no material adverse change in the affairs of the District subsequent to the date of sale from that set forth in the Preliminary Official Statement, as it may have been finalized, supplemented, or amended through the date of delivery.

OFFICIAL STATEMENT

To assist the Initial Purchaser in complying with the Rule, the District and the Initial Purchaser contract and agree, by the submission and acceptance of the winning bid, as follows.

FINAL OFFICIAL STATEMENT: The District has approved and authorized distribution of the accompanying Preliminary Official Statement for dissemination to potential purchasers of the Road Bonds, but does not presently intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District intends the Preliminary Official Statement to be final as of its date, within the meaning of the Rule, except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Initial Purchaser and other similar information, terms, and provisions to be specified in the competitive bidding process. The Initial Purchaser shall be responsible for promptly informing the District of the initial offering yields of the Road Bonds. Thereafter, the District will complete and authorize distribution of the Official Statement identifying the Initial Purchaser and containing such omitted information. The District does not intend to amend or supplement the Official Statement otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final Official Statement or any amendment or supplement thereto in the requested quantity to the Initial Purchaser on or after the sale date, the District intends the same to be final as of such date, within the meaning of the Rule. Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the Official Statement which are being or which will be made by the District are those described and contained in the Official Statement under "OFFICIAL STATEMENT – Certification as to Official Statement."

CHANGES TO OFFICIAL STATEMENT: If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Road Bonds, as described under "DELIVERY OF THE ROAD BONDS AND ACCOMPANYING DOCUMENTS – CONDITIONS TO DELIVERY," the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to do so will terminate when the District delivers the Road Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Road Bonds have been sold to ultimate customers, in which case the District's obligations hereunder will extend for an

additional period of time (but not more than 90 days after the date the District delivers the Road Bonds) until all of the Road Bonds have been sold to ultimate customers.

DELIVERY OF OFFICIAL STATEMENTS: The District shall furnish to the Initial Purchaser (and to each participating underwriter of the Road Bonds, within the meaning of the Rule, designated by the Initial Purchaser), within seven (7) business days after the sale date, the aggregate number of Official Statements specified in the winning bid. The District also shall furnish to the Initial Purchaser a like number of any supplements or amendments approved and authorized for distribution by the District for dissemination to potential purchasers of the Road Bonds, as well as such additional copies of the Official Statement or any such supplements or amendments as the Initial Purchaser may request prior to the 90th day after the end of the underwriting period described in the Rule. The District shall pay the expense of preparing the number of copies of the Official Statement specified in the winning bid and an equal number of any supplements or amendments issued on or before the delivery date, but the Initial Purchaser shall pay for all other copies of the Official Statement or any supplement or amendment thereto.

CONTINUING DISCLOSURE OF INFORMATION: The District will agree in the Bond Resolution to provide certain periodic information and notices of material events in accordance with the Rule, as described in the Preliminary Official Statement under "CONTINUING DISCLOSURE OF INFORMATION." The Initial Purchaser's obligation to accept and pay for the Road Bonds is conditioned upon delivery to the Initial Purchaser or their agent of a certified copy of the Bond Resolution containing the provisions described under such heading.

GENERAL CONSIDERATIONS

REGISTRATION: The Road Bonds are transferable on the bond register kept by the Paying Agent/Registrar upon surrender and reissuance. The Road Bonds are exchangeable for an equal principal amount of Road Bonds of the same maturity in any authorized denomination upon surrender of the Road Bonds to be exchanged, but the District may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

RISK FACTORS: THE ROAD BONDS INVOLVE CERTAIN INVESTMENT RISKS AS SET FORTH IN THE PRELIMINARY OFFICIAL STATEMENT. PROSPECTIVE PURCHASERS SHOULD CAREFULLY REVIEW THE ENTIRE PRELIMINARY OFFICIAL STATEMENT BEFORE MAKING THEIR INVESTMENT DECISION. PARTICULAR ATTENTION SHOULD BE GIVEN TO THE INFORMATION SET FORTH THEREIN UNDER "RISK FACTORS."

RESERVATION OF RIGHTS: The District reserves the right to reject all bids or any bid not conforming with the terms hereof and the right to waive any and all irregularities, except time of filing.

NOT AN OFFER TO SELL: This Official Notice of Sale does not alone constitute an offer to sell the Road Bonds but is merely notice of sale of the Road Bonds. The invitation for bids on the Road Bonds is being made by means of this Official Notice of Sale, the Preliminary Official Statement and the Official Bid Form.

SECURITIES REGISTRATION AND QUALIFICATION: No registration statement relating to the Road Bonds has been filed with the SEC under the Securities Act of 1933, as amended, in reliance upon exemptions provided thereunder. The Road Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Road Bonds been registered or qualified under the securities laws or regulations of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Road Bonds under the securities laws or regulations of any other jurisdiction in which the Road Bonds may be offered, sold, or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Road Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdictions.

By submission of a bid, the Initial Purchaser represents that the sale of the Road Bonds in states other than the State of Texas will be made only pursuant to exemptions from registration or qualification or, where necessary, the Initial Purchaser will register or qualify the Road Bonds in accordance with the securities laws or regulations of any jurisdiction which so requires. The District agrees to cooperate, at the Initial Purchaser's written request and expense, in registering or qualifying the Road Bonds, or in obtaining an exemption from registration or qualification, in any jurisdiction where such action is necessary, provided that the District shall not be required to file a general consent to service of process in any jurisdiction.

ADDITIONAL COPIES: Additional copies of the Official Notice of Sale, the Official Bid Form and the Preliminary Official Statement may be obtained from the office of the Financial Advisor.

/s/ Jeff Perry
President, Board of Directors
Brazoria County Municipal Utility District No. 83

CERTIFICATE REGARDING ISSUE PRICE

The undersigned, being a duly authorized representative of the Bond Underwriter (herein defined) which has purchased the $8,790,000 Brazoria County Municipal Utility District No. 83 Unlimited Tax Road Bonds, Series 2025 (the "Road Bonds") being issued by Brazoria County Municipal Utility District No. 83 (the "District"), hereby certifies and represents, based on its records and information, as follows:

(1) On the Sale Date (herein defined), the Bond Underwriter's reasonably expected initial offering price of each Maturity (herein defined) of the Road Bonds (the "Expected Offering Price") to as the Public (herein defined) is set forth in the pricing wire or equivalent communication for the Road Bonds, as attached to this Issue Price Certificate as **Schedule A**. The Expected Offering Prices are the prices for the Road Bonds used by the Bond Underwriter in formulating its bid to purchase the Road Bonds.

(2) The Bond Underwriter had an equal opportunity to bid to purchase the Road Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).

(3) The bid submitted by the Bond Underwriter constituted a firm bid to purchase the Road Bonds.

(4) The Bond Underwriter has made a bona fide offering of all the Road Bonds of each Maturity to the Public at its Expected Offering Price set forth in Schedule A.

If less than 3 qualified bids are received from underwriters please attach Schedule B.

(5) On the Sale Date, the first price at which at least 10% of each Maturity of the Road Bonds, except for the Hold-the-Offering-Price Maturities (herein defined), was sold to the Public is the respective price listed in Schedule A.

(6) As set forth in the Official Notice of Sale for the Road Bonds, the Bond Underwriter has agreed in writing that, (i) for each of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Road Bonds of such Maturity to any person at a price that is higher than the Expected Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Bond Underwriter has offered or sold any Road Bonds of the Hold-the-Offering-Price Maturities to any person at a price that is higher than the respective Expected Offering Price for that Maturity of the Road Bonds during the Holding Period.

(7) ***Defined Terms.***

(i) *Hold-the-Offering-Price Maturities* means those Maturities of the Road Bonds listed in Schedule B hereto as the "Hold-the-Offering-Price Maturities."

(ii) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Bond Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Expected Offering Price for such Hold-the-Offering-Price Maturity.

(iii) *Maturity* means Road Bonds with the same credit and payment terms. Road Bonds with different maturity dates, or Road Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iv) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Bond Underwriter or a related party to a Bond Underwriter. The term "related party" for purposes of this certificate generally means any entity if a Bond Underwriter and such entity are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one (1) corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one (1) partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one (1) entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one (1) entity of the other).

(v) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the Road Bonds. The Sale Date of the Road Bonds is November 19, 2025.

(vi) *Bond Underwriter* means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Road Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Road Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Road Bonds to the Public).

(8) The Bond Underwriter will purchase bond insurance from _____ for a fee/premium of $_____ (the "Fee"). To the best of the undersigned's knowledge, information, and belief, based upon the facts available at this time and current market conditions, the Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Road Bonds and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. The Bond Underwriter represents that the present value of the Fee for each obligation constituting the Road Bonds to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Road Bonds. In determining present value for this purpose, the yield of the Road Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate. The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Road Bonds. No portion of the Fee is refundable upon redemption of any of the Road Bonds in an amount which would exceed the portion of such Fee that has not been earned.

The undersigned understands that the foregoing information will be relied upon by District with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Road Bonds, and by The Muller Law Group, PLLC, Sugar Land, Texas, in connection with rendering its opinion that the interest on the Road Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Road Bonds. Notwithstanding anything set forth herein, the Bond Underwriter is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED AND DELIVERED this _____ day of November 2025.

_____

(Name of Bond Underwriter or Manager)

By: _____

Title: _____

OFFICIAL BID FORM

November 19, 2025

President and Board of Directors
Brazoria County Municipal Utility District No. 83
c/o Robert W. Baird & Co. Incorporated
Attn: Adam Cohen
4801 Woodway Dr., Suite 118-E
Houston, Texas 77056

Board Members:

We have read in detail the Official Notice of Sale and Preliminary Official Statement, which are hereby made a part hereof, of Brazoria County Municipal Utility District No. 83 (the "District") relating to its $8,790,000 Unlimited Tax Road Bonds, Series 2025 (the "Road Bonds"). We realize that the Road Bonds involve certain investment risks and that the ability of the District to service the Road Bonds depends, in part, on the risk factors set forth in the Preliminary Official Statement dated October 22, 2025. We have made such inspections and investigations as we deem necessary relating to the investment quality of the Road Bonds. Accordingly, we offer to purchase the Road Bonds for a cash price of $_____ (which represents _____% of par value), provided such Road Bonds bear interest at the following rates:

Maturity (November 1)	Principal Amount		Interest Rate	Maturity (November 1)	Principal Amount		Interest Rate
2027	$ 140,000		_____ %	2041	$ 280,000	*	_____ %
2028	150,000		_____ %	2042	295,000	*	_____ %
2029	155,000		_____ %	2043	310,000	*	_____ %
2030	165,000		_____ %	2044	325,000	*	_____ %
2031	170,000	*	_____ %	2045	340,000	*	_____ %
2032	180,000	*	_____ %	2046	355,000	*	_____ %
2033	190,000	*	_____ %	2047	375,000	*	_____ %
2034	200,000	*	_____ %	2048	395,000	*	_____ %
2035	210,000	*	_____ %	2049	410,000	*	_____ %
2036	220,000	*	_____ %	2050	430,000	*	_____ %
2037	230,000	*	_____ %	2051	455,000	*	_____ %
2038	240,000	*	_____ %	2052	475,000	*	_____ %
2039	255,000	*	_____ %	2053	500,000	*	_____ %
2040	265,000	*	_____ %	2054	525,000	*	_____ %

_____

(a) The Road Bonds maturing on November 1, 2031, and thereafter, shall be subject to redemption and payment at the option of the District, in whole or from time to time in part, on November 1, 2030, or on any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

We hereby designate the following as term Road Bonds (the "Term Bonds") with mandatory sinking redemptions.

Term Bond Maturity Date (November 1)	Year of First Mandatory Redemption	Principal Amount of Term Bond	Interest Rate
_____	_____	$_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%

As part of our bid, we agree to pay the premium in the amount of $_____ for the municipal bond guaranty insurance issued by _____ and the rating agency fee(s) of _____ in the amount of $_____ for the insured rating(s) associated with such municipal bond guaranty insurance.

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Total Interest Cost from December 18, 2025	$_____
Plus: Dollar Amount of Discount (or Less: Dollar Amount of Premium)	$_____
NET INTEREST COST	$_____
NET EFFECTIVE INTEREST RATE	_____%

The initial Bonds shall be registered in the name of _____ (syndicate manager). We will advise the corporate trust office of BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"), on forms to be provided by the Paying Agent/Registrar, of our registration instructions at least five (5) business days prior to the date set for initial delivery.

We will require ___ copies of the final Official Statement for dissemination to potential purchasers of the Bonds (not to exceed 250 copies). By our submission of this bid, we agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Sale, and to undertake the obligations of the Initial Purchaser described therein, as contemplated by United States Securities Exchange Commission Rule 15c2-12 of the Securities Exchange Act (the "Rule").

If the bidder is not a publicly traded business entity, or a wholly owned subsidiary of a publicly traded business entity, the District may not accept this bid until it has received from the bidder a completed and signed Texas Ethics Commission Form 1295 and Certification of Filing pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the Texas Ethics Commission. The undersigned understands that failure to provide said form and Certification of Filling will result in a non-confirming bid and will prohibit the District from considering this bid for acceptance. See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES)" in the accompanying Official Notice of Sale.

By executing this Bid Form, the bidder also represents and certifies that, solely for purposes of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the OFFICIAL BID FORM, 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.

By executing this Bid Form, the bidder represents and verifies that solely for purposes of Chapter 2271 of the Texas Government Code at the time of execution and delivery of this bid and through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12, neither the bidder nor a syndicate member listed on the OFFICIAL BID FORM, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

By executing this Bid Form, the bidder also represents and verifies that neither the bidder nor any syndicate member listed on the OFFICIAL BID FORM, nor the parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, of the bidder or any syndicate member listed on the OFFICIAL BID FORM boycott energy companies and, such entities will not boycott energy companies through the end of the underwriting period. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended. As used in the foregoing verification, "boycott energy companies" has the meaning assigned to it in Section 809.001, Texas Government Code, as amended, which currently means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this verification, the bidder and any syndicate member listed on the OFFICIAL BID FORM understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the bidder or syndicate member listed on the OFFICIAL BID FORM, as applicable, within the meaning of SEC Rule 405, 17. C.F.R. § § 230.405, and exists to make a profit.

By executing this Bid Form, the bidder also represents and verifies that neither bidder nor any syndicate member listed on the OFFICIAL BID FORM, nor the parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, of the bidder or any syndicate member listed on the OFFICIAL BID FORM

(i) have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not through the end of the underwriting period discriminate against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association," has the meaning assigned to it in Section 2274.001(3), Texas Government Code, as amended, which currently, (A) means, with respect to the firearm

entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, "firearm entity" has the meaning assigned to it in Section 2274.001(6), Texas Government Code, as amended, which currently, means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4) as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5) as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1) as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code). As used in the foregoing verification, "firearm trade association" has the meaning assigned to it in Section 2274.001(7), Texas Government Code, as amended which currently, means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. As used in this verification, the bidder and any syndicate member listed on the OFFICIAL BID FORM understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the bidder or syndicate member listed on the OFFICIAL BID FORM, as applicable, within the meaning of SEC Rule 405, 17. C.F.R. § § 230.405, and exists to make a profit.

If the bidder is currently under review by the Texas Attorney General for being a potential discriminator or boycotter under (i) Section 2271.002 of the Texas Government Code, (ii) Section 2252.151 of the Texas Government Code, (iii) Section 2276.002 of the Texas Government Code, or (iv) Section 2274.002 of the Texas Government Code, the bidder agrees to provide, prior to the Date of Delivery of the Bonds, a bring-down certification that the Texas Attorney General can continue to rely on the bidder's standing letter and the statutory representations and covenants, in accordance with the requirements set forth in the All Bond Counsel Letter.

Additionally, notwithstanding anything contained herein, bidder agrees that the representations and covenants contained herein with respect to (i) Section 2271.002 of the Texas Government Code, as amended, (ii) Section 2252.151 of the Texas Government Code, (iii) Section 2276.002 of the Texas Government Code, and (iv) Section 2274.002 of the Texas Government Code, as amended, shall survive the closing of the sale of the Bonds until the applicable statute of limitations has run and shall not be liquidated or otherwise limited by any provision of this Bid.

Cashier's Check ("Official Checks" are not acceptable) No. _____, issued by _____, and payable to your order in the amount of $175,800 (is attached hereto) (has been made available to you prior to the opening of this bid) as a Good Faith Deposit for disposition in accordance with the terms and conditions set forth in the Official Notice of Sale. Should we fail or refuse to make payment for the Bonds in accordance with the terms and conditions stated in the Official Notice of Sale, this check shall be cashed and the proceeds retained as complete liquidated damages against us. The Good Faith Deposit will be returned to the Initial Purchaser uncashed on the date of delivery of the Bonds.

We agree to accept delivery of and make payment for the initial Bonds in immediately available funds at the corporate trust office of the Paying Agent/Registrar, not later than 10:00 A.M., Central Time, December 18, 2025, or thereafter on the date the Bonds are tendered for delivery pursuant to the terms set forth in the Official Notice of Sale.

The undersigned agrees to complete, execute, and deliver to the District, by the date of delivery of the Bonds, a certificate relating to the "issue price" of the Bonds in the form accompanying the Official Notice of Sale, with such changes thereto as may be acceptable to the District.

We hereby represent that sale of the Bonds in jurisdictions other than Texas will be made only pursuant to exemptions from registration or qualification and that, where necessary, we will register or qualify the Bonds in accordance with the securities laws and regulations of the jurisdictions in which the Bonds are offered or sold.

Respectfully submitted,

_____

_____

By: _____

Authorized Representative

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Brazoria County Municipal Utility District No. 83 on this 19th day of November 2025 .

ATTEST:

Secretary, Board of Directors	President, Board of Directors

Return of $175,800 Good Faith Deposit is hereby acknowledged:

Firm: _____
By: _____
Date: _____

(For your information you will find attached a list of the group of underwriters associated with us in this proposal.)

$8,790,000

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 83

UNLIMITED TAX ROAD BONDS
SERIES 2025

BOND YEARS

Calculated by: Date of Delivery

Due: November 1

Year	Amount	Bond Years	Accumulated Bond Years
11/1/2027	140,000	268.3333	268.3333
11/1/2028	150,000	437.5000	705.8333
11/1/2029	155,000	607.0833	1,312.9167
11/1/2030	165,000	811.2500	2,124.1667
11/1/2031	170,000	1,005.8333	3,130.0000
11/1/2032	180,000	1,245.0000	4,375.0000
11/1/2033	190,000	1,504.1667	5,879.1667
11/1/2034	200,000	1,783.3333	7,662.5000
11/1/2035	210,000	2,082.5000	9,745.0000
11/1/2036	220,000	2,401.6667	12,146.6667
11/1/2037	230,000	2,740.8333	14,887.5000
11/1/2038	240,000	3,100.0000	17,987.5000
11/1/2039	255,000	3,548.7500	21,536.2500
11/1/2040	265,000	3,952.9167	25,489.1667
11/1/2041	280,000	4,456.6667	29,945.8333
11/1/2042	295,000	4,990.4167	34,936.2500
11/1/2043	310,000	5,554.1667	40,490.4167
11/1/2044	325,000	6,147.9167	46,638.3333
11/1/2045	340,000	6,771.6667	53,410.0000
11/1/2046	355,000	7,425.4167	60,835.4167
11/1/2047	375,000	8,218.7500	69,054.1667
11/1/2048	395,000	9,052.0833	78,106.2500
11/1/2049	410,000	9,805.8333	87,912.0833
11/1/2050	430,000	10,714.1667	98,626.2500
11/1/2051	455,000	11,792.0833	110,418.3333
11/1/2052	475,000	12,785.4167	123,203.7500
11/1/2053	500,000	13,958.3333	137,162.0833
11/1/2054	525,000	15,181.2500	152,343.3333
11/1/2055	550,000	16,454.1667	168,797.5000

Total Bond Years: 168,797.5000

Average Maturity: 19.2034 years

RESOLUTION NO. 2026-R-07

RESOLUTION OF THE CITY OF MANVEL, TEXAS GIVING CONSENT TO THE SALE AND ISSUANCE OF UNLIMITED TAX BONDS SERIES 2025 BY BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 83 OF BRAZORIA COUNTY

WHEREAS, --- Utility District No. 83 of Brazoria County (the "District") was heretofore duly created by Order of the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, The District is located within the jurisdiction of the City of Manvel, Texas (the "City"); and

WHEREAS, pursuant to V.T.C.A. Local Government Code, Section 42.042 and by Resolution No. 2021-R-16, dated August 16, 2021 (the "Consent Resolution"), the City consented to the creation of the District; and

WHEREAS, as condition of the Consent Resolution, the City must consent to the sale and issuance of bonds by the District; and

WHEREAS, the City has received and reviewed a draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule; and

WHEREAS, the City Council of the City desires to adopt Resolution No. 2026-R-07 (the "Resolution"), as set forth herein, for the purpose of acknowledging its receipt and review of the draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule and consenting to the sale and issuance of unlimited tax bonds series 2025 by the District pursuant thereto.

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

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. Pursuant to Section 4.05 of Exhibit "B" and Exhibit "C" to the Consent Resolution, the City Council of Manvel, Texas hereby specifically (1) acknowledges its receipt and review of a draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule; (2) declares that, based upon representation made by the District, the District is in compliance with the Consent Resolution, as well as all exhibits thereto; and (3) consents to the sale and issuance of road bonds by the District.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

PASSED AND APPROVED this _____ day of _____, 2026.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

[SEAL]

OFFICIAL NOTICE OF SALE

$8,790,000

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 83
(A political subdivision of the State of Texas, located within Brazoria County, Texas)

UNLIMITED TAX ROAD BONDS
SERIES 2025

BIDS FOR THE BONDS TO BE SUBMITTED BY:
8:45 A.M., CENTRAL TIME
WEDNESDAY, NOVEMBER 19, 2025

BIDS FOR THE BONDS TO BE OPENED AT:
10:00 A.M., CENTRAL TIME
WEDNESDAY, NOVEMBER 19, 2025

This Official Notice of Sale does not alone constitute an invitation for bids, but is merely notice of sale of the bonds described herein. The invitation for such bids is being made by means of this Official Notice of Sale, the Official Bid Form, and the Preliminary Official Statement. Information contained in this Official Notice of Sale is qualified in its entirety by the detailed information contained in the Preliminary Official Statement.

OFFICIAL NOTICE OF SALE

$8,790,000

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 83
(A political subdivision of the State of Texas, located within Brazoria County, Texas)

UNLIMITED TAX ROAD BONDS
SERIES 2025

BONDS OFFERED FOR SALE AT COMPETITIVE BID: The Board of Directors (the "Board") of Brazoria County Municipal Utility District No. 83 (the "District") is offering for sale at competitive bid its $8,790,000 Brazoria County Municipal Utility District No. 83 Unlimited Tax Road Bonds, Series 2025 (the "Road Bonds" or "Bonds").

METHODS FOR SUBMISSION OF BIDS AND BID FORMS: Bids for the Road Bonds may be submitted by any one (1) of the following methods:

1. Submit bids in writing as described under "WRITTEN BIDDING PROCEDURE."
2. Submit bids electronically as described under "ELECTRONIC BIDDING PROCEDURE."
3. Submit bids by telephone as described under "TELEPHONIC BIDDING PROCEDURE."

Two (2) copies of all bids, whether by completed signed bid form for use with physical delivery of written bids or by incomplete signed bid forms for use with electronic or telephonic bids, must be submitted on signed Official Bid Forms to the office of Robert W. Baird & Co. Incorporated, Houston, Texas (the "Financial Advisor"), Attn: Adam Cohen, 4801 Woodway Dr., Suite 118-E, Houston, Texas 77056, by 8:45 A.M., Central Time, Wednesday, November 19, 2025. Any bid or bid form submitted after such scheduled time for bid receipt will not be accepted and will be returned unopened. **The District will not accept bids submitted by facsimile.** See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES)" for additional requirements concerning submission of bids.

WRITTEN BIDDING PROCEDURE: Sealed bids, two (2) copies of which must be submitted on the Official Bid Form and plainly marked "Bid for Bonds," are to be addressed to "President and Board of Directors, Brazoria County Municipal Utility District No. 83." All bids, whether by completed signed bid form or by incomplete signed bid forms for use with telephone or electronic bids, must be submitted on signed Official Bid Forms, in duplicate, to the office of the Financial Advisor, Attn: Adam Cohen, 4801 Woodway Dr., Suite 118-E, Houston, Texas 77056, by 8:45 A.M., Central Time, Wednesday, November 19, 2025. Any bid or bid form submitted after such scheduled time for bid receipt will not be accepted and will be returned unopened. See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES)" for additional requirements concerning submission of bids.

ELECTRONIC BIDDING PROCEDURE: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. Bidders must submit, by 8:45 A.M., Central Time, Wednesday, November 19, 2025, two (2) signed Official Bid Forms, in duplicate, to the office of the Financial Advisor, Attn: Adam Cohen, 4801 Woodway Dr., Suite 118-E, Houston, Texas 77056. Subscription to the i-Deal's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. Electronic bids must be received via PARITY in the manner described below, by 8:45 A.M., Central Time, on the date of the sale.

Electronic bids must be submitted via PARITY in accordance with this Official Notice of Sale, but no bid will be received after the time for receiving bids specified above. An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Road Bonds on the terms provided in the Official Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the District. **The District shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder**.

If any provisions of the Official Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information about PARITY, including any fee charged, may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, (212) 849-5000.

For purposes of both the written bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time. For information purposes only, bidders are requested to state in their electronic bids the net effective interest rate to the District, as described under "CONDITIONS OF THE SALE - Basis of Award." All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the Official Bid Form. See "CONDITIONS

OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES)" for additional requirements concerning submission of bids.

TELEPHONIC BIDDING PROCEDURE: Bidders must submit, by 8:45 A.M., Central Time, Wednesday, November 19, 2025, two (2) signed Official Bid Forms, in duplicate, to the office of the Financial Advisor, Attn: Adam Cohen, 4801 Woodway Dr., Suite 118-E, Houston, Texas 77056, and submit their bid by telephone at (713) 230-6122 by 8:45 A.M., Central Time, on the date of the sale.

The Financial Advisor will call telephone bidders that have submitted signed Official Bid Forms prior to the date of the sale. Contact the Financial Advisor on the day of the sale to obtain the phone number.

The Financial Advisor will not be responsible for the submission of any bids received after the above deadlines. The Financial Advisor assumes no responsibility or liability with respect to any irregularities associated with the submission of any bids.

AWARD AND SALE OF THE BONDS: The District will take action to adopt a resolution (the "Bond Resolution") authorizing the issuance and awarding sale of the Road Bonds or will reject all bids promptly after the opening of bids. **The Board reserves the right to reject any or all bids and to waive any irregularities, except time of filing. Any bids from entities that are not publicly traded business entities, or wholly owned subsidiaries of a publicly traded business entity, must comply with the requirements listed in "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES)."**

THE ROAD BONDS

DESCRIPTION OF CERTAIN TERMS OF THE BONDS: The Road Bonds are dated December 1, 2025. Interest on the Bonds accrues from the initial date of delivery (on or about December 18, 2025), with interest payable on May 1, 2026, and each November 1 and May 1 (the "Interest Payment Date") thereafter until the earlier of stated maturity or prior redemption. The Road Bonds will be issued only in fully registered form. Principal will be payable to the registered owners of the Road Bonds (the "Registered Owners") upon presentation and surrender at the principal payment office of the paying agent/registrar, initially, BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"). Interest on the Road Bonds will be payable by check of the Paying Agent/Registrar, dated as of the Interest Payment Date, and mailed by the Paying Agent/Registrar to the Registered Owners, as shown on the records of the Paying Agent/Registrar at the close of business on the fifteenth day of the calendar month next preceding the Interest Payment Date. The Road Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Road Bonds. Beneficial owners of the Road Bonds will not receive physical certificates representing the Road Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Road Bonds, the principal of and interest on the Road Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Road Bonds as described herein. See "BOOK-ENTRY-ONLY SYSTEM" in the Preliminary Official Statement. The Road Bonds will mature serially on November 1 in each of the following years in the following amounts:

Maturity (November 1)	Principal Amount	Maturity (November 1)	Principal Amount	Maturity (November 1)	Principal Amount
2027	$140,000	2037	$230,000	2047	$375,000
2028	150,000	2038	240,000	2048	395,000
2029	155,000	2039	255,000	2049	410,000
2030	165,000	2040	265,000	2050	430,000
2031	170,000	2041	280,000	2051	455,000
2032	180,000	2042	295,000	2052	475,000
2033	190,000	2043	310,000	2053	500,000
2034	200,000	2044	325,000	2054	525,000
2035	210,000	2045	340,000	2055	550,000
2036	220,000	2046	355,000		

SERIAL BONDS AND TERM BONDS: Bidders may provide that all the Bonds be issued as serial bonds or may provide that any two (2) or more consecutive annual principal amounts may be combined into one (1) or more term bonds.

REDEMPTION PROVISIONS: The Road Bonds maturing on November 1, 2031, and thereafter, shall be subject to redemption and payment at the option of the District, in whole or from time to time in part, on November 1, 2030, or on any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption. If less than all the Road Bonds are redeemed at any time, the District shall determine the maturity or maturities and the amounts thereof to be redeemed in integral multiples of $5,000 of principal amount, and if less than all of the Road Bonds within a maturity are to be redeemed, the Paying Agent/Registrar shall designate by method of random selection the Road Bonds within such maturity to be

redeemed (or by DTC in accordance with its procedures while the Road Bonds are in book-entry-only form). The Registered Owner of any Bond, all or a portion of which has been called for redemption, shall be required to present such Bond to the Paying Agent/Registrar for payment of the redemption price on the portion of the Bond so called for redemption and issuance of an exchange Bond in a principal amount equal to the portion of the Bond not so redeemed.

SECURITY FOR PAYMENT: The Road Bonds, when issued, will constitute valid and binding obligations of the District, payable as to principal and interest from a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District.

OTHER TERMS AND COVENANTS: Other terms of the Road Bonds and the various covenants of the District contained in the Bond Resolution are described in the Preliminary Official Statement, to which reference is made for all purposes.

USE OF PROCEEDS: Proceeds from the sale of the Road Bonds will be used to reimburse the Developer (herein defined) for a portion of the improvements and related costs shown under "USE AND DISTRIBUTION OF BOND PROCEEDS" in the Preliminary Official Statement. Additionally, proceeds from the sale of the Road Bonds will be used to pay developer interest, twelve (12) months of capitalized interest and other certain costs associated with the issuance of the Road Bonds. See "USE AND DISTRIBUTION OF ROAD BOND PROCEEDS" in the Preliminary Official Statement.

MUNICIPAL BOND INSURANCE AND RATINGS: The District has made applications for a commitment for municipal bond insurance on the Road Bonds. The purchase of such insurance, if available, and payment of all costs, including the premium charged by the insurer, and fees charged by any rating company, if applicable, shall be the obligation of the Initial Purchaser of the Road Bonds. The District has not made an application for a municipal bond rating on the Road Bonds. Furthermore, it is not expected that the District would have been successful in receiving an investment grade rating on the Road Bonds.

CONDITIONS OF SALE

TYPES OF BIDS AND INTEREST RATES: The Road Bonds will be sold in one (1) block on an "all or none" basis at a price of not less than 97% of the par value thereof. Bidders are to name the rates of interest to be borne by the Road Bonds, provided that each interest rate bid must be a multiple of $1/8^{th}$ or $1/20^{th}$ of 1%. All Road Bonds maturing within a single year must bear the same rate of interest. The net effective interest rate on the Road Bonds may not exceed _____%, as calculated pursuant to Chapter 1204 of the Texas Government Code. No limitation will be imposed upon bidders as to the number of rates which may be used, but the highest rate bid may not exceed the lowest rate bid by more than 2-1/2% in interest rate. No bids involving supplemental interest payments will be considered. No bid that generates a cash premium greater than $5,000 will be considered. Each bid shall indicate the total and net interest costs in dollars and the net effective interest rate determined therefrom, which shall be considered informative only and not as a part of the bid.

REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES): Bidders, including any syndicate member listed on the Official Bid Form, that are not publicly traded business entities, or wholly owned subsidiaries of a publicly traded business entity, must submit to the District a completed and signed Texas Ethics Commission Form 1295 ("TEC Form 1295") in accordance with Texas Government Code Section 2252.908. If required, the TEC Form 1295 may accompany the Official Bid Form or may be submitted separately, but must be provided to the District prior to the time prescribed for the award of the Road Bonds. If required the TEC Form 1295 may be provided to the District via facsimile or electronically; however, the original signed TEC Form 1295, including certificate number, must be physically delivered to the District within two (2) business days of the award. The District reserves the right to reject any bid that does not comply with the requirements prescribed herein, if applicable, or to waive any such requirements. For purposes of completing a TEC Form 1295, the entity's name is "Brazoria County Municipal Utility District No. 83" and the contract ID number is "BCMUD83 – S2025RD – B." Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, each bidder should consult its own advisors to the extent it deems necessary and be prepared to submit, if required, the completed form promptly upon notification from the District that its bid is the apparent winning bid.

CLOSING PROCEDURES: The District anticipates use of BaseFund's "Secured Closing" platform (the "Platform") to facilitate the Closing. The Platform, on the District's behalf and upon input by the various transaction parties, assembles and helps verify the accuracy of the participants and their respective payment instructions associated with the Closing (the "Information"), which Information is then memorialized in a "closing memorandum." At least three days prior to the Closing, the District will cause delivery to the Utility Bond Road Bond Initial Purchaser, via email, a URL to the Platform (otherwise, generally accessible at https://basefund.com/) that the Utility Bond Road Bond Initial Purchaser shall, prior to the Closing, use to access transaction participants' Information that is necessary to facilitate the Closing. By accessing the Information, the Road Bond Initial Purchaser assumes no liability or responsibility for the accuracy of the Information.

STANDING LETTER REQUIREMENT: Each prospective bidder must have a standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General's Office, as required by and compliant in all aspects with, the All Bond Counsel Letter of the Texas Attorney General dated November 1, 2023 (the "All Bond Counsel Letter"). In submitting a bid, a bidder represents to the District that it has filed a standing letter that conforms to the requirements set forth in the All Bond Counsel Letter and it has no reason to believe that the District may not be entitled to rely on the standing letter on

file with the Municipal Advisory Council of Texas and the Texas Attorney General's Office. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Road Bonds unless same is immediately replaced with a standing letter meeting the requirements of the All Bond Counsel Letter.

The District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Road Bonds. In the event that a bidder does not have such standing letter on file at the time of submission of a bid, the bidder agrees to file such standing letter with the Municipal Advisory Council of Texas and the Texas Attorney General's Office by the earlier of: (a) two (2) hours after submitting its bid, and (b) the deadline for bids for the Road Bonds. If requested by the District, the Initial Purchaser agrees to provide such further representations, certifications or assurances regarding the matters described under the heading "Compliance with Laws Prohibiting Contracts with Companies," as applicable, as of the Date of Delivery of the Road Bonds or such other date requested by the District.

A bidder who is currently under review by the Texas Attorney General for being a potential discriminator or boycotter under (i) Section 2271.002 of the Texas Government Code, (ii) Section 2252.151 of the Texas Government Code, (iii) Section 2276.002 of the Texas Government Code, or (iv) Section 2274.002 of the Texas Government Code, agrees to provide, prior to the Date of Delivery of the Road Bonds, a bring-down certification that the Texas Attorney General can continue to rely on the bidder's standing letter and the statutory representations and covenants, in accordance with the requirements set forth in the All Bond Counsel Letter.

COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL AND CERTAIN COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN OR FOREIGN TERRORIST ORGANIZATIONS: By submission of a bid for the Road Bonds, the bidder represents and verifies that at the time of execution and delivery of a bid and through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12, neither the bidder nor a syndicate member listed on the OFFICIAL BID FORM, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Additionally, by submitting a bid, the bidder also represents and certifies that, solely for purposes of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the OFFICIAL BID FORM, 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, as amended, Texas Government Code.

COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES: By submission of a bid for the Road Bonds, the bidder represents and verifies that neither the bidder nor any syndicate member listed on the OFFICIAL BID FORM, nor the parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, of the bidder or any syndicate member listed on the OFFICIAL BID FORM boycott energy companies and, such entities will not boycott energy companies through the end of the underwriting period. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended. As used in the foregoing verification, "boycott energy companies" has the meaning assigned to such term in Section 909.001, Texas Government Code, as amended, which currently means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this verification, the bidder and any syndicate member listed on the OFFICIAL BID FORM understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the bidder or syndicate member listed on the OFFICIAL BID FORM, as applicable, within the meaning of SEC Rule 405, 17. C.F.R. § § 230.405, and exists to make a profit.

COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION: By submission of a bid for the Road Bonds, the bidder represents and verifies that neither bidder nor any syndicate member listed on the OFFICIAL BID FORM, nor the parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, of the bidder or any syndicate member listed on the OFFICIAL BID FORM

i) have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
ii) will not through the end of the underwriting period discriminate against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning assigned

to it in Section 2274.001(3), Texas Government Code, as amended, which currently, (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, "firearm entity" has the meaning assigned to it in Section 2274.001(6), Texas Government Code, as amended, which currently means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4) as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5) as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1) as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code). As used in the foregoing verification, "firearm trade association" has the meaning assigned to it in Section 2274.001(7), Texas Government Code, as amended, which currently, means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. As used in this verification, the bidder and any syndicate member listed on the OFFICIAL BID FORM understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the bidder or syndicate member listed on the OFFICIAL BID FORM, as applicable, within the meaning of SEC Rule 405, 17. C.F.R. § § 230.405, and exists to make a profit.

BASIS OF AWARD: For the purpose of awarding sale of the Road Bonds, the total interest cost of each bid will be computed by determining, at the rates specified therein, the total dollar value of all interest on the Road Bonds from the date thereof to their respective maturities, and adding thereto the dollar amount of the discount bid, if any, or deducting therefrom the premium bid, if any. Subject to the District's right to reject any or all bids, sale of the Road Bonds will be awarded to the bidder (the "Initial Purchaser") whose bid, under the above computation, produces the lowest net effective interest rate to the District. The Board reserves the right to reject any or all bids. In the event of mathematical discrepancies between the interest rate(s) bid and the interest cost determined therefrom, as both appear on the Official Bid Form; the bid will be governed solely by the interest rate(s) bid.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a bank cashier's check payable to the order of "Brazoria County Municipal Utility District No. 83" in the amount of $175,800, which is 2% of the par value of the Road Bonds (the "Good Faith Deposit"). **"Official Checks" will not be accepted**. The check of the Initial Purchaser will be considered as the Good Faith Deposit and will be retained uncashed by the District pending the Initial Purchaser's compliance with the terms of the bid. In the event the Initial Purchaser should fail or refuse to take up and pay for the Road Bonds in accordance with such terms, then the Good Faith Deposit will be cashed, and the proceeds accepted by the District as full and complete liquidated damages. The Good Faith Deposit may accompany the bid or it may be submitted separately; if submitted separately, it shall be made available to the District prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn which authorize its use as the Good Faith Deposit of bidders named in such instructions. The Good Faith Deposit of the Initial Purchaser will be returned to the Initial Purchaser uncashed on the date of delivery of the Road Bonds. No interest will be credited on the Good Faith Deposit. The checks accompanying all other bids will be returned immediately after the bids are opened and the award of the sale of the Road Bonds has been made.

COMPETITIVE BIDDING AND HOLD-THE-OFFERING-PRICE RULE: In the event that the District does not receive sufficient qualified bids to satisfy the competitive sale requirements of Treasury Regulation Section 1.148-1(f)(3)(i), allowing the District to treat the reasonably expected initial offering price to the public as of the sale date as the issue price of the Road Bonds, the "hold-the-offering-price rule" shall apply, which will allow the District to treat the initial offering price to the public of each maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule applies to any maturity of the Road Bonds, the Initial Purchaser agrees, by submitting a bid, that it will neither offer nor sell that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (i) the date on which the Initial Purchaser has sold at least 10% of that maturity of the Road Bonds to the public at a price that is no higher than the initial offering price to the public or (ii) the close of the fifth business day after the sale date. The Initial Purchaser agrees to promptly report to the Financial Advisor when it has sold 10% of a maturity of the Road Bonds to the public at a price that

is no higher than the initial offering price to the public if that occurs prior to the close of the fifth business day after the sale date.

INITIAL PURCHASER'S CERTIFICATION OF ISSUE PRICE: In order to provide the District with information required to enable it to comply with certain conditions of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the exclusion of interest on the Road Bonds from gross income for federal income tax purposes, the Initial Purchaser will be required to complete, execute, and deliver to the District (not later than five (5) business days before the date of delivery of the Road Bonds) a certification regarding the "issue price" of the Road Bonds substantially in the form accompanying this Official Notice of Sale. In the event the Initial Purchaser will not reoffer the Road Bonds for sale or is unable to sell a substantial amount of the Road Bonds of any maturity by the date of delivery, such certificate may be modified in a manner acceptable to the District. Each bidder, by submitting its bid, agrees to complete, execute, and deliver such a certificate not later than five (5) business days before the date of delivery of the Road Bonds, if its bid is accepted by the District. It will be the responsibility of the Initial Purchaser to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to The Muller Law Group, PLLC, Sugar Land, Texas ("Bond Counsel").

DELIVERY OF THE ROAD BONDS AND ACCOMPANYING DOCUMENTS

DELIVERY OF INITIAL ROAD BONDS: Initial delivery of the Road Bonds ("Initial Delivery") will be as one (1) bond for each maturity, as set forth below. Unless otherwise agreed with the Initial Purchaser, delivery will be at the corporate trust office of the Paying Agent/Registrar. Payment for the Road Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. If, at the time set for closing, the Initial Purchaser has provided the Paying Agent/Registrar five (5) business days written notice of its registration instructions, the Initial Purchaser shall not be required to pay for the initial Road Bonds until the Paying Agent/Registrar is able to deliver to the Initial Purchaser definitive, registered Road Bonds conforming to such registration instructions. The Initial Purchaser will be given six (6) business days' notice of the time fixed for delivery of the Road Bonds. It is anticipated that Initial Delivery can be made on or about December 18, 2025, and subject to the aforesaid notice, it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the initial Road Bonds by 10:00 A.M., Central Time, on December 18, 2025, or thereafter on the date the initial Road Bonds are tendered for delivery, up to and including January 20, 2026. If for any reason the District is unable to make delivery on or before January 20, 2026, then the District immediately shall contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional 30 days. If the Initial Purchaser does not elect to extend its offer within six (6) days thereafter, then the Good Faith Deposit will be returned, and both the District and the Initial Purchaser shall be relieved of any further obligation.

EXCHANGE ON DELIVERY DATE: Upon written request of the Initial Purchaser, delivered to the Paying Agent/Registrar not less than five (5) business days prior to the date fixed for delivery, the Paying Agent/Registrar will, on the delivery date, exchange the Road Bonds to be delivered by the District for Road Bonds registered in accordance with instructions contained in such request, in integral multiples of $5,000, maturing as set out in the Official Notice of Sale and bearing interest in accordance with the terms of the Initial Purchaser's bid.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Road Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Initial Purchaser to accept delivery of and pay for the Road Bonds in accordance with the terms of this Official Notice of Sale. All expenses relating to the printing of CUSIP numbers on the Road Bonds shall be paid for by the District; however, payment of the CUSIP Global Services charge for the assignment of the numbers shall be the responsibility of the Initial Purchaser.

CONDITIONS TO DELIVERY: The obligation to take up and pay for the Road Bonds is subject to the following conditions: the issuance of an approving opinion of the Attorney General of Texas, the Initial Purchaser's receipt of the initial Road Bonds (or definitive Road Bonds if the Initial Purchaser has provided the Paying Agent/Registrar with registration instructions as provided above), the Initial Purchaser's receipt of the legal opinion of Bond Counsel and the no-litigation certificate, and the non-occurrence of the events described under "DELIVERY OF THE ROAD BONDS AND ACCOMPANYING DOCUMENTS – NO MATERIAL ADVERSE CHANGE," all as described below. Further, the Initial Purchaser is not obligated to take up and pay for the Road Bonds at Initial Delivery if at any time after the award of the Road Bonds and at or prior to Initial Delivery, the Congress of the United States shall have declared war or a national emergency. In addition, if the District fails to comply with its obligations described under "OFFICIAL STATEMENT," the Initial Purchaser may terminate its contract to purchase the Road Bonds by delivering written notice to the District within five (5) days thereafter.

DTC DEFINITIVE BONDS: After delivery, the Road Bonds will be issued in book-entry-only form. Cede & Co. is the nominee for DTC. All references herein to the registered owners of the Road Bonds shall mean Cede & Co. and not the Beneficial Owners of the Road Bonds. Purchase of beneficial interests in the Road Bonds will be made in book-entry-only form (without registered Road Bonds) in the denomination of $5,000 principal amount or any integral multiple thereof. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Road Bonds at DTC, or another securities depository, in which case, such beneficial interests would become exchangeable for one (1) or

more fully registered Road Bonds of like principal amount for the Road Bonds. See "BOOK-ENTRY-ONLY SYSTEM" in the Preliminary Official Statement.

LEGAL OPINIONS: The District will furnish to the Initial Purchaser a transcript of certain certified proceedings incident to the issuance and authorization of the Road Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the bond register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Road Bonds, and that based upon such examination, the Road Bonds are valid and binding obligations of the District payable from the proceeds of a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District. The District will also furnish the approving legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Road Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the registered owners of the Road Bonds may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. The legal opinion of Bond Counsel will further state that the Road Bonds are payable, both as to principal and interest, from the proceeds of continuing direct annual ad valorem tax without legal limitation as to rate or amount, upon all taxable property within the District, and that the interest on the Road Bonds is excludable from gross income for federal income tax purposes under existing law and interest on the Road Bonds is not subject to the alternative minimum tax on individuals. See "LEGAL MATTERS" in the Preliminary Official Statement. Such opinions express no opinion with respect to the sufficiency of the security for or marketability of the Road Bonds.

NOT QUALIFIED TAX-EXEMPT OBLIGATIONS: The Road Bonds are **NOT** "qualified tax-exempt obligations" for financial institutions.

NO-LITIGATION CERTIFICATE: Except as described in the Preliminary Official Statement, on the date of delivery of the Bonds to the Initial Purchaser, the District will execute and deliver to the Initial Purchaser, a certificate to the effect that no litigation of any nature has been filed or is pending, as of that date, of which the District has notice, to restrain or enjoin the issuance or delivery of the Road Bonds, or which would affect the provisions made for their payment or security, or in any manner question the validity of the Road Bonds.

NO MATERIAL ADVERSE CHANGE: The obligation of the Initial Purchaser to take up and pay for the initial Road Bonds, and of the District to deliver the initial Road Bonds, is subject to the condition that, up to the time of delivery of and receipt of payment for the Initial Road Bonds, there shall have been no material adverse change in the affairs of the District subsequent to the date of sale from that set forth in the Preliminary Official Statement, as it may have been finalized, supplemented, or amended through the date of delivery.

OFFICIAL STATEMENT

To assist the Initial Purchaser in complying with the Rule, the District and the Initial Purchaser contract and agree, by the submission and acceptance of the winning bid, as follows.

FINAL OFFICIAL STATEMENT: The District has approved and authorized distribution of the accompanying Preliminary Official Statement for dissemination to potential purchasers of the Road Bonds, but does not presently intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District intends the Preliminary Official Statement to be final as of its date, within the meaning of the Rule, except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Initial Purchaser and other similar information, terms, and provisions to be specified in the competitive bidding process. The Initial Purchaser shall be responsible for promptly informing the District of the initial offering yields of the Road Bonds. Thereafter, the District will complete and authorize distribution of the Official Statement identifying the Initial Purchaser and containing such omitted information. The District does not intend to amend or supplement the Official Statement otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final Official Statement or any amendment or supplement thereto in the requested quantity to the Initial Purchaser on or after the sale date, the District intends the same to be final as of such date, within the meaning of the Rule. Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the Official Statement which are being or which will be made by the District are those described and contained in the Official Statement under "OFFICIAL STATEMENT – Certification as to Official Statement."

CHANGES TO OFFICIAL STATEMENT: If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Road Bonds, as described under "DELIVERY OF THE ROAD BONDS AND ACCOMPANYING DOCUMENTS – CONDITIONS TO DELIVERY," the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to do so will terminate when the District delivers the Road Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Road Bonds have been sold to ultimate customers, in which case the District's obligations hereunder will extend for an

additional period of time (but not more than 90 days after the date the District delivers the Road Bonds) until all of the Road Bonds have been sold to ultimate customers.

DELIVERY OF OFFICIAL STATEMENTS: The District shall furnish to the Initial Purchaser (and to each participating underwriter of the Road Bonds, within the meaning of the Rule, designated by the Initial Purchaser), within seven (7) business days after the sale date, the aggregate number of Official Statements specified in the winning bid. The District also shall furnish to the Initial Purchaser a like number of any supplements or amendments approved and authorized for distribution by the District for dissemination to potential purchasers of the Road Bonds, as well as such additional copies of the Official Statement or any such supplements or amendments as the Initial Purchaser may request prior to the 90th day after the end of the underwriting period described in the Rule. The District shall pay the expense of preparing the number of copies of the Official Statement specified in the winning bid and an equal number of any supplements or amendments issued on or before the delivery date, but the Initial Purchaser shall pay for all other copies of the Official Statement or any supplement or amendment thereto.

CONTINUING DISCLOSURE OF INFORMATION: The District will agree in the Bond Resolution to provide certain periodic information and notices of material events in accordance with the Rule, as described in the Preliminary Official Statement under "CONTINUING DISCLOSURE OF INFORMATION." The Initial Purchaser's obligation to accept and pay for the Road Bonds is conditioned upon delivery to the Initial Purchaser or their agent of a certified copy of the Bond Resolution containing the provisions described under such heading.

GENERAL CONSIDERATIONS

REGISTRATION: The Road Bonds are transferable on the bond register kept by the Paying Agent/Registrar upon surrender and reissuance. The Road Bonds are exchangeable for an equal principal amount of Road Bonds of the same maturity in any authorized denomination upon surrender of the Road Bonds to be exchanged, but the District may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

RISK FACTORS: THE ROAD BONDS INVOLVE CERTAIN INVESTMENT RISKS AS SET FORTH IN THE PRELIMINARY OFFICIAL STATEMENT. PROSPECTIVE PURCHASERS SHOULD CAREFULLY REVIEW THE ENTIRE PRELIMINARY OFFICIAL STATEMENT BEFORE MAKING THEIR INVESTMENT DECISION. PARTICULAR ATTENTION SHOULD BE GIVEN TO THE INFORMATION SET FORTH THEREIN UNDER "RISK FACTORS."

RESERVATION OF RIGHTS: The District reserves the right to reject all bids or any bid not conforming with the terms hereof and the right to waive any and all irregularities, except time of filing.

NOT AN OFFER TO SELL: This Official Notice of Sale does not alone constitute an offer to sell the Road Bonds but is merely notice of sale of the Road Bonds. The invitation for bids on the Road Bonds is being made by means of this Official Notice of Sale, the Preliminary Official Statement and the Official Bid Form.

SECURITIES REGISTRATION AND QUALIFICATION: No registration statement relating to the Road Bonds has been filed with the SEC under the Securities Act of 1933, as amended, in reliance upon exemptions provided thereunder. The Road Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Road Bonds been registered or qualified under the securities laws or regulations of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Road Bonds under the securities laws or regulations of any other jurisdiction in which the Road Bonds may be offered, sold, or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Road Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdictions.

By submission of a bid, the Initial Purchaser represents that the sale of the Road Bonds in states other than the State of Texas will be made only pursuant to exemptions from registration or qualification or, where necessary, the Initial Purchaser will register or qualify the Road Bonds in accordance with the securities laws or regulations of any jurisdiction which so requires. The District agrees to cooperate, at the Initial Purchaser's written request and expense, in registering or qualifying the Road Bonds, or in obtaining an exemption from registration or qualification, in any jurisdiction where such action is necessary, provided that the District shall not be required to file a general consent to service of process in any jurisdiction.

ADDITIONAL COPIES: Additional copies of the Official Notice of Sale, the Official Bid Form and the Preliminary Official Statement may be obtained from the office of the Financial Advisor.

/s/ Jeff Perry
President, Board of Directors
Brazoria County Municipal Utility District No. 83

CERTIFICATE REGARDING ISSUE PRICE

The undersigned, being a duly authorized representative of the Bond Underwriter (herein defined) which has purchased the $8,790,000 Brazoria County Municipal Utility District No. 83 Unlimited Tax Road Bonds, Series 2025 (the "Road Bonds") being issued by Brazoria County Municipal Utility District No. 83 (the "District"), hereby certifies and represents, based on its records and information, as follows:

(1) On the Sale Date (herein defined), the Bond Underwriter's reasonably expected initial offering price of each Maturity (herein defined) of the Road Bonds (the "Expected Offering Price") to as the Public (herein defined) is set forth in the pricing wire or equivalent communication for the Road Bonds, as attached to this Issue Price Certificate as **Schedule A**. The Expected Offering Prices are the prices for the Road Bonds used by the Bond Underwriter in formulating its bid to purchase the Road Bonds.

(2) The Bond Underwriter had an equal opportunity to bid to purchase the Road Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).

(3) The bid submitted by the Bond Underwriter constituted a firm bid to purchase the Road Bonds.

(4) The Bond Underwriter has made a bona fide offering of all the Road Bonds of each Maturity to the Public at its Expected Offering Price set forth in Schedule A.

If less than 3 qualified bids are received from underwriters please attach Schedule B.

(5) On the Sale Date, the first price at which at least 10% of each Maturity of the Road Bonds, except for the Hold-the-Offering-Price Maturities (herein defined), was sold to the Public is the respective price listed in Schedule A.

(6) As set forth in the Official Notice of Sale for the Road Bonds, the Bond Underwriter has agreed in writing that, (i) for each of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Road Bonds of such Maturity to any person at a price that is higher than the Expected Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Bond Underwriter has offered or sold any Road Bonds of the Hold-the-Offering-Price Maturities to any person at a price that is higher than the respective Expected Offering Price for that Maturity of the Road Bonds during the Holding Period.

(7) ***Defined Terms.***

(i) *Hold-the-Offering-Price Maturities* means those Maturities of the Road Bonds listed in Schedule B hereto as the "Hold-the-Offering-Price Maturities."

(ii) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Bond Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Expected Offering Price for such Hold-the-Offering-Price Maturity.

(iii) *Maturity* means Road Bonds with the same credit and payment terms. Road Bonds with different maturity dates, or Road Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iv) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Bond Underwriter or a related party to a Bond Underwriter. The term "related party" for purposes of this certificate generally means any entity if a Bond Underwriter and such entity are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one (1) corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one (1) partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one (1) entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one (1) entity of the other).

(v) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the Road Bonds. The Sale Date of the Road Bonds is November 19, 2025.

(vi) *Bond Underwriter* means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Road Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Road Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Road Bonds to the Public).

(8) The Bond Underwriter will purchase bond insurance from _____ for a fee/premium of $_____ (the "Fee"). To the best of the undersigned's knowledge, information, and belief, based upon the facts available at this time and current market conditions, the Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Road Bonds and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. The Bond Underwriter represents that the present value of the Fee for each obligation constituting the Road Bonds to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Road Bonds. In determining present value for this purpose, the yield of the Road Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate. The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Road Bonds. No portion of the Fee is refundable upon redemption of any of the Road Bonds in an amount which would exceed the portion of such Fee that has not been earned.

The undersigned understands that the foregoing information will be relied upon by District with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Road Bonds, and by The Muller Law Group, PLLC, Sugar Land, Texas, in connection with rendering its opinion that the interest on the Road Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Road Bonds. Notwithstanding anything set forth herein, the Bond Underwriter is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED AND DELIVERED this _____ day of November 2025.

_____

(Name of Bond Underwriter or Manager)

By: _____

Title: _____

OFFICIAL BID FORM

November 19, 2025

President and Board of Directors
Brazoria County Municipal Utility District No. 83
c/o Robert W. Baird & Co. Incorporated
Attn: Adam Cohen
4801 Woodway Dr., Suite 118-E
Houston, Texas 77056

Board Members:

We have read in detail the Official Notice of Sale and Preliminary Official Statement, which are hereby made a part hereof, of Brazoria County Municipal Utility District No. 83 (the "District") relating to its $8,790,000 Unlimited Tax Road Bonds, Series 2025 (the "Road Bonds"). We realize that the Road Bonds involve certain investment risks and that the ability of the District to service the Road Bonds depends, in part, on the risk factors set forth in the Preliminary Official Statement dated October 22, 2025. We have made such inspections and investigations as we deem necessary relating to the investment quality of the Road Bonds. Accordingly, we offer to purchase the Road Bonds for a cash price of $_____ (which represents _____% of par value), provided such Road Bonds bear interest at the following rates:

Maturity (November 1)	Principal Amount		Interest Rate	Maturity (November 1)	Principal Amount		Interest Rate
2027	$ 140,000		_____ %	2041	$ 280,000	*	_____ %
2028	150,000		_____ %	2042	295,000	*	_____ %
2029	155,000		_____ %	2043	310,000	*	_____ %
2030	165,000		_____ %	2044	325,000	*	_____ %
2031	170,000	*	_____ %	2045	340,000	*	_____ %
2032	180,000	*	_____ %	2046	355,000	*	_____ %
2033	190,000	*	_____ %	2047	375,000	*	_____ %
2034	200,000	*	_____ %	2048	395,000	*	_____ %
2035	210,000	*	_____ %	2049	410,000	*	_____ %
2036	220,000	*	_____ %	2050	430,000	*	_____ %
2037	230,000	*	_____ %	2051	455,000	*	_____ %
2038	240,000	*	_____ %	2052	475,000	*	_____ %
2039	255,000	*	_____ %	2053	500,000	*	_____ %
2040	265,000	*	_____ %	2054	525,000	*	_____ %

_____

(a) The Road Bonds maturing on November 1, 2031, and thereafter, shall be subject to redemption and payment at the option of the District, in whole or from time to time in part, on November 1, 2030, or on any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

We hereby designate the following as term Road Bonds (the "Term Bonds") with mandatory sinking redemptions.

Term Bond Maturity Date (November 1)	Year of First Mandatory Redemption	Principal Amount of Term Bond	Interest Rate
_____	_____	$_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%

As part of our bid, we agree to pay the premium in the amount of $_____ for the municipal bond guaranty insurance issued by _____ and the rating agency fee(s) of _____ in the amount of $_____ for the insured rating(s) associated with such municipal bond guaranty insurance.

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Total Interest Cost from December 18, 2025	$_____
Plus: Dollar Amount of Discount (or Less: Dollar Amount of Premium)	$_____
NET INTEREST COST	$_____
NET EFFECTIVE INTEREST RATE	_____%

The initial Bonds shall be registered in the name of _____ (syndicate manager). We will advise the corporate trust office of BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"), on forms to be provided by the Paying Agent/Registrar, of our registration instructions at least five (5) business days prior to the date set for initial delivery.

We will require ___ copies of the final Official Statement for dissemination to potential purchasers of the Bonds (not to exceed 250 copies). By our submission of this bid, we agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Sale, and to undertake the obligations of the Initial Purchaser described therein, as contemplated by United States Securities Exchange Commission Rule 15c2-12 of the Securities Exchange Act (the "Rule").

If the bidder is not a publicly traded business entity, or a wholly owned subsidiary of a publicly traded business entity, the District may not accept this bid until it has received from the bidder a completed and signed Texas Ethics Commission Form 1295 and Certification of Filing pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the Texas Ethics Commission. The undersigned understands that failure to provide said form and Certification of Filling will result in a non-confirming bid and will prohibit the District from considering this bid for acceptance. See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES (NON-PUBLICLY TRADED ENTITIES)" in the accompanying Official Notice of Sale.

By executing this Bid Form, the bidder also represents and certifies that, solely for purposes of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the OFFICIAL BID FORM, 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.

By executing this Bid Form, the bidder represents and verifies that solely for purposes of Chapter 2271 of the Texas Government Code at the time of execution and delivery of this bid and through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12, neither the bidder nor a syndicate member listed on the OFFICIAL BID FORM, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

By executing this Bid Form, the bidder also represents and verifies that neither the bidder nor any syndicate member listed on the OFFICIAL BID FORM, nor the parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, of the bidder or any syndicate member listed on the OFFICIAL BID FORM boycott energy companies and, such entities will not boycott energy companies through the end of the underwriting period. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended. As used in the foregoing verification, "boycott energy companies" has the meaning assigned to it in Section 809.001, Texas Government Code, as amended, which currently means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this verification, the bidder and any syndicate member listed on the OFFICIAL BID FORM understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the bidder or syndicate member listed on the OFFICIAL BID FORM, as applicable, within the meaning of SEC Rule 405, 17. C.F.R. § § 230.405, and exists to make a profit.

By executing this Bid Form, the bidder also represents and verifies that neither bidder nor any syndicate member listed on the OFFICIAL BID FORM, nor the parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, of the bidder or any syndicate member listed on the OFFICIAL BID FORM

(i) have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(ii) will not through the end of the underwriting period discriminate against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association," has the meaning assigned to it in Section 2274.001(3), Texas Government Code, as amended, which currently, (A) means, with respect to the firearm

entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, "firearm entity" has the meaning assigned to it in Section 2274.001(6), Texas Government Code, as amended, which currently, means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4) as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5) as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1) as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code). As used in the foregoing verification, "firearm trade association" has the meaning assigned to it in Section 2274.001(7), Texas Government Code, as amended which currently, means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. As used in this verification, the bidder and any syndicate member listed on the OFFICIAL BID FORM understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the bidder or syndicate member listed on the OFFICIAL BID FORM, as applicable, within the meaning of SEC Rule 405, 17. C.F.R. § § 230.405, and exists to make a profit.

If the bidder is currently under review by the Texas Attorney General for being a potential discriminator or boycotter under (i) Section 2271.002 of the Texas Government Code, (ii) Section 2252.151 of the Texas Government Code, (iii) Section 2276.002 of the Texas Government Code, or (iv) Section 2274.002 of the Texas Government Code, the bidder agrees to provide, prior to the Date of Delivery of the Bonds, a bring-down certification that the Texas Attorney General can continue to rely on the bidder's standing letter and the statutory representations and covenants, in accordance with the requirements set forth in the All Bond Counsel Letter.

Additionally, notwithstanding anything contained herein, bidder agrees that the representations and covenants contained herein with respect to (i) Section 2271.002 of the Texas Government Code, as amended, (ii) Section 2252.151 of the Texas Government Code, (iii) Section 2276.002 of the Texas Government Code, and (iv) Section 2274.002 of the Texas Government Code, as amended, shall survive the closing of the sale of the Bonds until the applicable statute of limitations has run and shall not be liquidated or otherwise limited by any provision of this Bid.

Cashier's Check ("Official Checks" are not acceptable) No. _____, issued by _____, and payable to your order in the amount of $175,800 (is attached hereto) (has been made available to you prior to the opening of this bid) as a Good Faith Deposit for disposition in accordance with the terms and conditions set forth in the Official Notice of Sale. Should we fail or refuse to make payment for the Bonds in accordance with the terms and conditions stated in the Official Notice of Sale, this check shall be cashed and the proceeds retained as complete liquidated damages against us. The Good Faith Deposit will be returned to the Initial Purchaser uncashed on the date of delivery of the Bonds.

We agree to accept delivery of and make payment for the initial Bonds in immediately available funds at the corporate trust office of the Paying Agent/Registrar, not later than 10:00 A.M., Central Time, December 18, 2025, or thereafter on the date the Bonds are tendered for delivery pursuant to the terms set forth in the Official Notice of Sale.

The undersigned agrees to complete, execute, and deliver to the District, by the date of delivery of the Bonds, a certificate relating to the "issue price" of the Bonds in the form accompanying the Official Notice of Sale, with such changes thereto as may be acceptable to the District.

We hereby represent that sale of the Bonds in jurisdictions other than Texas will be made only pursuant to exemptions from registration or qualification and that, where necessary, we will register or qualify the Bonds in accordance with the securities laws and regulations of the jurisdictions in which the Bonds are offered or sold.

Respectfully submitted,

_____

_____

By: _____

Authorized Representative

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Brazoria County Municipal Utility District No. 83 on this 19th day of November 2025 .

ATTEST:

Secretary, Board of Directors	President, Board of Directors

Return of $175,800 Good Faith Deposit is hereby acknowledged:

Firm: _____
By: _____
Date: _____

(For your information you will find attached a list of the group of underwriters associated with us in this proposal.)

$8,790,000

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 83

UNLIMITED TAX ROAD BONDS
SERIES 2025

BOND YEARS

Calculated by: Date of Delivery

Due: November 1

Year	Amount	Bond Years	Accumulated Bond Years
11/1/2027	140,000	268.3333	268.3333
11/1/2028	150,000	437.5000	705.8333
11/1/2029	155,000	607.0833	1,312.9167
11/1/2030	165,000	811.2500	2,124.1667
11/1/2031	170,000	1,005.8333	3,130.0000
11/1/2032	180,000	1,245.0000	4,375.0000
11/1/2033	190,000	1,504.1667	5,879.1667
11/1/2034	200,000	1,783.3333	7,662.5000
11/1/2035	210,000	2,082.5000	9,745.0000
11/1/2036	220,000	2,401.6667	12,146.6667
11/1/2037	230,000	2,740.8333	14,887.5000
11/1/2038	240,000	3,100.0000	17,987.5000
11/1/2039	255,000	3,548.7500	21,536.2500
11/1/2040	265,000	3,952.9167	25,489.1667
11/1/2041	280,000	4,456.6667	29,945.8333
11/1/2042	295,000	4,990.4167	34,936.2500
11/1/2043	310,000	5,554.1667	40,490.4167
11/1/2044	325,000	6,147.9167	46,638.3333
11/1/2045	340,000	6,771.6667	53,410.0000
11/1/2046	355,000	7,425.4167	60,835.4167
11/1/2047	375,000	8,218.7500	69,054.1667
11/1/2048	395,000	9,052.0833	78,106.2500
11/1/2049	410,000	9,805.8333	87,912.0833
11/1/2050	430,000	10,714.1667	98,626.2500
11/1/2051	455,000	11,792.0833	110,418.3333
11/1/2052	475,000	12,785.4167	123,203.7500
11/1/2053	500,000	13,958.3333	137,162.0833
11/1/2054	525,000	15,181.2500	152,343.3333
11/1/2055	550,000	16,454.1667	168,797.5000

Total Bond Years: 168,797.5000

Average Maturity: 19.2034 years

CITY COUNCIL DATA SHEET

MEETING DATE: January 20, 2026 **Regular Agenda**

TOPIC:
Resolution 2026-R-02 – Council Rules of Procedures

BACKGROUND:

At the request of the Mayor, the following updates are proposed to the Council Rules of Procedure to help keep meetings orderly, respectful, and running smoothly.

Strategic Objectives
These updates are intended to:

- Maintain civility and professionalism at the dais
- Ensure equitable participation by Council and the public
- Improve meeting flow and time management
- Reduce ambiguity for the presiding officer and participants
- Protect the integrity of quasi-judicial proceedings

RECOMMENDATION:
Staff recommends approval

ATTACHMENTS: Redline and Clean Version of Resolution 2026-R-02

FUNDING ISSUES
___ Not applicable
___ Not budgeted
___ Full amount already budgeted
___ Funds to be transferred

SUBMITTING STAFF MEMBER Administration	FINANCE DIRECTOR APPROVAL CITY MANAGER APPROVAL:

RESOLUTION NO. 2026-R-02

A RESOLUTION OF THE CITY OF MANVEL, TEXAS, ADOPTING RULES OF PROCEDURE FOR MEETINGS OF THE CITY COUNCIL; PROVIDING THAT ALL OTHER RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH ARE HEREBY REPEALED.

* * * * *

WHEREAS, section 3.10 of The City Charter provides that the city council shall, by resolution, determine its own rules and order of business; and

WHEREAS, the City Council deems it in the best interest of the City to amend and adopt new Rules of Procedure herein;

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

Section 1. The following rules of procedure shall govern all meetings and proceedings of the City Council of the City of Manvel, and the conduct of all members and other persons in attendance at such meetings.

Rule 1. Meetings, Regular and Special

(A) The city council shall hold at least one (1) regular meeting each month and as many additional special meetings as the Council deems necessary to transact the business of the city. Generally, the City Council shall meet in the Council chambers of the City Hall on the first and third Mondays of each month, commencing at 6:00 p.m. In the event Monday falls on a holiday, the meeting for that day shall occur on the next open business day following the holiday or other day as may be determined by Council. Any meeting of the City Council may be recessed from hour to hour for a period of time not to exceed 24 hours, by an affirmative vote of 4 or more members of Council present at such meeting, and such recessed meeting shall be held without further posted notice.

(B) Other special meetings shall be held on the call of the Mayor or four Councilmembers. The agenda for such meetings shall be established at the discretion of those calling the meeting. Special meetings shall be posted (3) business days to the called meeting, except where permitted by state law for emergency meetings.

(C) All meetings shall be held at City Hall or at such other public place as may be approved by City Council, and all meetings of the City Council shall be open to the public, except as authorized by state law.

(D) Four members of the City Council shall constitute a quorum for the transaction of business.

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(E) The City Council may retire into Executive Session at any time as authorized by the Texas Open Meetings Act (Texas Government Code, Chapter 551). These Rules of Procedure shall apply to the conduct of Councilmembers in an Executive Session, provided they do not conflict with the provisions of the Open Meetings Act or other law.

Rule 2. Chairman and call to order

The Mayor, or in his/her absence, the Mayor Pro-Tem, shall preside at all meetings of the City Council. If the Mayor and the Mayor Pro-Tem are absent, any Councilmember may be appointed by a majority of the Council to preside. At the hour of the meeting, the Mayor shall assume the chair, call the Council to order, and the City Secretary shall record the roll.

Rule 3. Handling of agenda subjects

The City Council is the sole judge of its own procedure and is in full control of the business before it. Neither the Mayor, the Mayor pro tem, nor any Councilmember appointed to preside shall have any power to either recess a meeting or adjourn a meeting, or prevent the City Council from considering an agenda item or lay the same out for consideration, except in strict accordance with the Texas Open Meetings Act, and as enacted herein. If, notwithstanding the positive provisions of this rule, the presiding officer, whether Mayor, Mayor Pro-Tem, or Council member presiding, shall attempt to prevent the City Council from taking any action on any agenda item brought before it, any Councilmember present may call for a vote of the City Council to consider the matter.

Rule 4. Conduct of Mayor and Councilmembers

Any member of the City Council, including the Mayor, who fails to observe decorous and orderly behavior during a meeting or who disturbs a meeting of Council with such disorderly conduct is subject to being expelled from such meeting upon motion passed by a 2/3 vote of the Council present at this meeting. Any member reprimanded by motion or expelled from a meeting by motion who thereafter commits another breach of decorous and disorderly behavior during a subsequent meeting and again disturbs any meeting of the Council by such disorderly conduct shall be subject to the same power of Council to reprimand him/her, expel him/her from the meeting, or subject such member to complaint, investigation, and conviction of official misconduct. Disorderly Conduct is defined under the Texas Penal Code, Section 42.01.

Rule 5. Council Expectations

Councilmembers shall conduct themselves in a professional and respectful manner during meetings. Expectations include, but are not limited to:

- Being punctual and present for the entirety of the meeting;
- Dressing in professional attire appropriate for a public governing body;
- Coming prepared, having reviewed agenda materials in advance;
- Refraining from eating at the dais during meetings (excluding water or beverages); and
- Avoiding distractions that disrupt the orderly conduct of business.

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Rule 6. Non-interruption

Each member of the City Council shall be permitted to address the chair while either seated or standing, and after recognition shall not be interrupted while speaking without his/her consent.

Rule 7. Handling of question of order

All questions of order shall be decided by the presiding officer with the right of appeal of his/her decision by the City Council, and a majority of the Councilmembers present may overrule the decision of the chair. When the chair makes a ruling on a point of order and one of the Councilmembers states, "I appeal the ruling of the chair", or words to such effect, no other business shall be transacted until the question, "shall the ruling of the chair be sustained?" is voted on. The presiding officer shall immediately put such question to a vote without debate, and, if he/she fails to do so immediately, any member of the City Council may put the question to a vote.

Rule 8. Procedure for submitting agenda items

Any and all ordinances, resolutions or other matters, including all written data, except emergency items, to be brought before the City Council for its consideration by the Mayor, or by any two members of the Council, or the City Manager, shall be submitted to the City Secretary no later than three (3) business days prior to the date the meeting agenda is required to be posted in accordance with state law.

Rule 9. Motion to Postpone

Since the City Council of the City of Manvel will always have regularly scheduled meetings, a motion to postpone, when carried, does not permanently defeat an ordinance, resolution, motion, or other measure. If such ordinance, resolution, motion, or other measure is tabled by a majority vote of the City Council, such ordinance, resolution, motion, or other measure, if not sooner removed from the table, must be removed at the third meeting and acted upon, even if only to place the item on the table again.

Rule 10. Procedure to debate

Upon any ordinance, resolution, or other measure being laid out, or any motion being made, any Councilmember present, before there is any debate opened on the subject, may make a parliamentary objection to the consideration of the subject, which need not be seconded. No debate shall then be permitted, and the presiding officer shall immediately put the question, "shall the objection be sustained"? If the objection is sustained by a vote of two-thirds of the Councilmembers present, the ordinance, resolution, motion, or other measure is permanently defeated for that meeting and shall not be debated (except in accordance with Rule 11).

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Rule 11. Councilmember Time Limits

Each Councilmember shall be limited to ten (10) minutes per opportunity to speak on any agenda item and may speak no more than two (2) times per agenda item unless additional time is approved by a majority vote of the City Council.

For purposes of this rule, a "speaking opportunity" shall mean any instance in which a Councilmember is recognized by the presiding officer to address the substance or merits of an agenda item, including initial remarks, follow-up comments, responses to amendments, or debate following a motion.

This rule shall apply uniformly to all agenda items, including legislative and quasi-judicial matters, unless a different procedure is expressly provided elsewhere in these Rules or required by state or federal law.

Procedural motions, points of order, appeals of the chair, and questions necessary to clarify procedure or comply with legal requirements shall not be counted as a speaking opportunity or toward the time limits set forth herein.

The presiding officer is authorized to manage and enforce the time limits established by this rule in a neutral and uniform manner and may call a Councilmember to order when the allotted time has expired, subject to appeal by the City Council pursuant to Rule 7.

Rule 12. Closing of debate

If, during debate upon any ordinance, resolution, motion or other matter before the Council, any member moves that the subject under discussion be put to a vote without further debate (and such a motion need not be seconded), the presiding officer shall immediately ask the Council, "is there any objection to proceeding to a vote on the ordinance, resolution, motion, or other measure before the Council being taken immediately?" If any member objects, the presiding officer shall immediately and without debate put the question, "Shall the subject being discussed be put to a vote, without debate?" To a vote of the Council, and if two-thirds of the Councilmembers present vote in favor of ordering the vote, debate on the question shall be closed and a vote on the ordinance, resolution, motion, or other measure taken immediately.

Rule 13. Reconsideration of a subject

When an ordinance, resolution, motion, or other measure of any sort has been placed before the City Council and defeated, the same identical question shall not again be considered by the City Council until at least ninety (90) days have elapsed.

Rule 14. Reducing motion to writing

All oral motions must be seconded before being put to vote by the chair (except where otherwise provided in these rules), and upon request of any other member of the Council, or Mayor, the party making any such oral motion (except a motion to order a vote on a subject being

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considered per rule 10 or to table, or other such procedural matter) shall reduce the same to writing, or request the City Secretary to so the same. If a motion is made by any member of the Council in writing and filed with the presiding office, it shall still require a second.

Rule 15. Secretarial procedure

The City Secretary shall be the Secretary of the Council and shall act as reading and recording clerk to the Council. By his or her signature, the Secretary shall certify the correctness of the minutes and journals, shall record all actions taken by the Council, shall record the vote upon each measure when taken by the ayes and nays, and shall schedule and place on Council agendas, public hearings at the earliest practicable dates and shall perform such other duties as may be required of the City Secretary by the Mayor and the City Council. The City Secretary shall mark the absence of the Mayor or any other member of Council. The City Secretary shall test and attest to the satisfactory operation of the recorder, and maintain proper functioning as needed throughout the meeting. In the absence of the City Secretary, any suitable person may be appointed by the City Secretary or Mayor to serve as acting City Secretary of any meeting. The City Secretary shall ensure that a recording or certified agenda of any executive session shall be made and shall secure such following each meeting. The City Secretary shall keep a copy of these rules in the Council chamber available for reference.

Rule 16. Voting

No action of the City Council shall be valid or binding unless approved by the affirmative vote of a majority of the entire City Council. Each member of the City Council, if present, shall vote upon all matters before the City Council, except when the matter involves the consideration of that member's own official conduct or where that member's participation in the vote is prohibited by state law.

Rule 17. The public's right to be heard

~~Members of the public shall have a reasonable opportunity to be heard at any and all regular meetings of the City Council in regard to any and all matters to be considered at any such meeting, or such other matters as they may wish to bring to Council's attention; provided, however, any matter not posted on the agenda may not be discussed by Council, nor shall any action be taken by Council, except to indicate that the matter may be placed on a later agenda. A time shall be set aside during each Council meeting for the Council to hear from the public, such designated time not to exceed three (3) minutes per person. The Mayor shall retain the discretion to further limit or increase this time for public comments on agenda items. Members of the public attending any regularly scheduled meeting may speak before Council by completing a form and presenting it to the City Secretary prior to the beginning of such meeting.~~

~~No member of the public shall be heard until recognized by the presiding officer. It is not necessary, however, for a member of the public to prepare and submit a card requesting the right to address the Council for public hearings. Any member of the public interrupting City Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing the City Council, shall be deemed guilty of~~

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~~disrupting a meeting (Section 42.05 of the Texas Penal Code, Class B Misdemeanor) and, at the direction of the presiding officer, shall be removed from Council Chambers by the sergeant-at-arms or other agent designated by City Council.~~

In accordance with the Texas Open Meetings Act, members of the public shall be afforded a reasonable opportunity to address the City Council at all regular meetings on matters over which the City Council has authority, including items listed on the posted agenda and other matters of municipal concern.

No discussion or action may be taken by the City Council on any matter not posted on the agenda, except to state that the matter may be placed on a future agenda, as permitted by law.

A designated public comment period shall be included on each regular City Council agenda. During the general public comment portion of the meeting, each speaker shall be limited to three (3) minutes. The Mayor or presiding officer may, in the interest of orderly meeting management, limit or extend the time for public comment on agenda items, provided such limitations are applied uniformly.

During public hearings, each individual speaker shall be allowed up to three (3) minutes to speak for or against the public hearing item, unless the presiding officer modifies the time limits to ensure the fair, orderly, and efficient conduct of the hearing.

Time allotted to an individual speaker may not be transferred, yielded, combined, or aggregated with time allotted to another speaker. Each speaker must use only the time individually granted to them.

Members of the public wishing to speak during the general public comment portion of the meeting must complete a speaker request form and submit it to the City Secretary prior to the start of the meeting. Speaker request forms are not required for participation in public hearings.

No individual shall address the City Council unless first recognized by the presiding officer. Any person who interrupts Council proceedings, approaches the dais without permission, creates a disturbance, exceeds the allotted speaking time after being instructed to conclude, or otherwise fails to comply with these rules shall be deemed to be disrupting a meeting. Pursuant to Section 42.05 of the Texas Penal Code (Disrupting Meeting or Procession), a Class B misdemeanor, such individual may be removed from the Council Chambers at the direction of the presiding officer by the sergeant-at-arms or other agent designated by the City Council.

Quasi-Judicial Proceedings – Zoning and Land Use Matters

For public hearings involving zoning, land use, subdivision plats, variances, special use permits, site plans, or other quasi-judicial matters, the City Council shall conduct the hearing in a manner that affords due process to all parties and ensures a fair and impartial decision based on the record.

Public comment during quasi-judicial hearings shall be limited to testimony relevant to the specific application or matter under consideration. Speakers shall confine their remarks to factual information, evidence, or opinions related to the item and shall refrain from personal attacks, inflammatory statements, or matters outside the scope of the hearing.

Each individual speaker shall be allowed up to three (3) minutes to speak for or against the quasi-judicial item, unless the presiding officer modifies the time limits to ensure the fair, orderly, and efficient conduct of the hearing. Time allotted to an individual speaker may not be transferred, yielded, combined, or aggregated with time allotted to another speaker.

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The City Council's decision on a quasi-judicial matter shall be based solely on the evidence, testimony, and information presented during the public hearing and contained in the official record. Council Members shall refrain from considering or relying upon ex parte communications, information not presented at the hearing, or matters outside the record.

Any Council Member who has a conflict of interest, bias, or appearance of impropriety regarding a quasi-judicial matter shall disclose such conflict on the record and recuse themselves from participation, deliberation, and voting, as required by law.

The presiding officer may impose reasonable rules of procedure, limit repetitive testimony, and regulate the conduct of the hearing to ensure that all interested parties are provided a meaningful opportunity to be heard and that the proceedings are conducted in an orderly and efficient manner.

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Rule 18. Order of Business

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Unless agreed to otherwise by majority vote of Council, the normal order of business before the City Council in any meeting shall be as follows:

(1) Call to order.
(2) Invocation or Inspirational Reading.
(3) Pledge of Allegiance.
(4) Special Recognitions, Acknowledgements, and Proclamations.
(5) Staff Presentation on Public Hearing Items (limited to 10 minutes)
(6) Public Hearings – The Council shall hear from members of the public specific to the Public Hearing as provided in Rule 17.

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(7) Public Comment - The Council shall hear from members of the public as provided in Rule 17.

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(8) City Manager reports.
(9) Consent Agenda – including, but not limited to: bids, appointments, routine items, items for approval, minutes, etc.
(10) Items Removed from Consent Agenda.
(11) Regular Agenda – including, but not limited to: discussion and/or action items, resolutions, ordinances, and tabled items, etc.
   a. Staff presentations on agenda items shall be limited to five (5) minutes unless extended at the discretion of the Presiding Officer.
   b. Applicant discussion/presentations on agenda items shall be at the discretion of the Presiding Officer and limited to five (5) minutes unless extended at the discretion of the Presiding Officer.

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(12) Communications from the Mayor and Council.

If a meeting does not include any of the items above (i.e., no special recognitions, proclamations, public hearings, etc.), that item will be excluded from the Order of Business and the posted meeting agenda.

Rule 19. Meeting Recesses

The City Council shall take a brief recess at intervals not to exceed two (2) hours during any meeting, unless waived by a majority vote of the City Council.

Rule 20. Suspension of Rules of Procedure

Any one or all of these rules of procedure may be suspended in order to allow a particular consideration of a matter, provided that it does not violate state law, and provided that not less that two-thirds Council members vote in favor of such suspension. Where any rule embodies a provision of state law, identically or in substance, such rule may not be suspended. The requirement of two-thirds to suspend a rule shall not apply to Rule 18, but the order of business may be suspended by a majority vote.

Rule 21. Rules of Procedure

Except where in conflict with any state law, City ordinance, or the rules of procedure adopted by this resolution, the rules of procedure laid down in *Robert's Rules of Order*, 75th Anniversary Edition, shall govern the proceedings of the City Council.

Rule 22. Sergeant at Arms

The highest-ranking police officer of the Manvel Police Department in attendance at any meeting of the City Council, whether regular or special, shall be, and is hereby, designated and appointed as the Sergeant at Arms for such meeting.

PASSED, APPROVED, AND RESOLVED by the City Council of the City of Manvel, Texas on this the _____th day of _____ , 2026.

Dan Davis
Mayoor

ATTEST:

Tammy Bell
City Secretary

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RESOLUTION NO. 2026-R-02

A RESOLUTION OF THE CITY OF MANVEL, TEXAS, ADOPTING RULES OF PROCEDURE FOR MEETINGS OF THE CITY COUNCIL; PROVIDING THAT ALL OTHER RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH ARE HEREBY REPEALED.

* * * * *

WHEREAS, section 3.10 of The City Charter provides that the city council shall, by resolution, determine its own rules and order of business; and

WHEREAS, the City Council deems it in the best interest of the City to amend and adopt new Rules of Procedure herein;

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

Section 1. The following rules of procedure shall govern all meetings and proceedings of the City Council of the City of Manvel, and the conduct of all members and other persons in attendance at such meetings.

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(A) The city council shall hold at least one (1) regular meeting each month and as many additional special meetings as the Council deems necessary to transact the business of the city. Generally, the City Council shall meet in the Council chambers of the City Hall on the first and third Mondays of each month, commencing at 6:00 p.m. In the event Monday falls on a holiday, the meeting for that day shall occur on the next open business day following the holiday or other day as may be determined by Council. Any meeting of the City Council may be recessed from hour to hour for a period of time not to exceed 24 hours, by an affirmative vote of 4 or more members of Council present at such meeting, and such recessed meeting shall be held without further posted notice.

(B) Other special meetings shall be held on the call of the Mayor or four Councilmembers. The agenda for such meetings shall be established at the discretion of those calling the meeting. Special meetings shall be posted (3) business days to the called meeting, except where permitted by state law for emergency meetings.

(C) All meetings shall be held at City Hall or at such other public place as may be approved by City Council, and all meetings of the City Council shall be open to the public, except as authorized by state law.

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The presiding officer is authorized to manage and enforce the time limits established by this rule in a neutral and uniform manner and may call a Councilmember to order when the allotted time has expired, subject to appeal by the City Council pursuant to Rule 7.

Rule 12. Closing of debate

If, during debate upon any ordinance, resolution, motion or other matter before the Council, any member moves that the subject under discussion be put to a vote without further debate (and such a motion need not be seconded), the presiding officer shall immediately ask the Council, "is there any objection to proceeding to a vote on the ordinance, resolution, motion, or other measure before the Council being taken immediately?" If any member objects, the presiding officer shall immediately and without debate put the question, "Shall the subject being discussed be put to a vote, without debate?" To a vote of the Council, and if two-thirds of the Councilmembers present vote in favor of ordering the vote, debate on the question shall be closed and a vote on the ordinance, resolution, motion, or other measure taken immediately.

Rule 13. Reconsideration of a subject

When an ordinance, resolution, motion, or other measure of any sort has been placed before the City Council and defeated, the same identical question shall not again be considered by the City Council until at least ninety (90) days have elapsed.

Rule 14. Reducing motion to writing

All oral motions must be seconded before being put to vote by the chair (except where otherwise provided in these rules), and upon request of any other member of the Council, or Mayor, the party making any such oral motion (except a motion to order a vote on a subject being considered per

rule 10 or to table, or other such procedural matter) shall reduce the same to writing, or request the City Secretary to so the same. If a motion is made by any member of the Council in writing and filed with the presiding office, it shall still require a second.

Rule 15. Secretarial procedure

The City Secretary shall be the Secretary of the Council and shall act as reading and recording clerk to the Council. By his or her signature, the Secretary shall certify the correctness of the minutes and journals, shall record all actions taken by the Council, shall record the vote upon each measure when taken by the ayes and nays, and shall schedule and place on Council agendas, public hearings at the earliest practicable dates and shall perform such other duties as may be required of the City Secretary by the Mayor and the City Council. The City Secretary shall mark the absence of the Mayor or any other member of Council. The City Secretary shall test and attest to the satisfactory operation of the recorder, and maintain proper functioning as needed throughout the meeting. In the absence of the City Secretary, any suitable person may be appointed by the City Secretary or Mayor to serve as acting City Secretary of any meeting. The City Secretary shall ensure that a recording or certified agenda of any executive session shall be made and shall secure such following each meeting. The City Secretary shall keep a copy of these rules in the Council chamber available for reference.

Rule 16.Voting

No action of the City Council shall be valid or binding unless approved by the affirmative vote of a majority of the entire City Council. Each member of the City Council, if present, shall vote upon all matters before the City Council, except when the matter involves the consideration of that member's own official conduct or where that member's participation in the vote is prohibited by state law.

Rule 17. The public's right to be heard

In accordance with the Texas Open Meetings Act, members of the public shall be afforded a reasonable opportunity to address the City Council at all regular meetings on matters over which the City Council has authority, including items listed on the posted agenda and other matters of municipal concern.

No discussion or action may be taken by the City Council on any matter not posted on the agenda, except to state that the matter may be placed on a future agenda, as permitted by law.

A designated public comment period shall be included on each regular City Council agenda. During the general public comment portion of the meeting, each speaker shall be limited to three (3) minutes. The Mayor or presiding officer may, in the interest of orderly meeting management, limit or extend the time for public comment on agenda items, provided such limitations are applied uniformly.

During public hearings, each individual speaker shall be allowed up to three (3) minutes to speak for or against the public hearing item, unless the presiding officer modifies the time limits to ensure the fair, orderly, and efficient conduct of the hearing.

Time allotted to an individual speaker may not be transferred, yielded, combined, or aggregated with time allotted to another speaker. Each speaker must use only the time individually granted to them.

Members of the public wishing to speak during the general public comment portion of the meeting must complete a speaker request form and submit it to the City Secretary prior to the start of the meeting. Speaker request forms are not required for participation in public hearings.

No individual shall address the City Council unless first recognized by the presiding officer. Any person who interrupts Council proceedings, approaches the dais without permission, creates a disturbance, exceeds the allotted speaking time after being instructed to conclude, or otherwise fails to comply with these rules shall be deemed to be disrupting a meeting. Pursuant to Section 42.05 of the Texas Penal Code (Disrupting Meeting or Procession), a Class B misdemeanor, such individual may be removed from the Council Chambers at the direction of the presiding officer by the sergeant-at-arms or other agent designated by the City Council.

Quasi-Judicial Proceedings – Zoning and Land Use Matters
For public hearings involving zoning, land use, subdivision plats, variances, special use permits, site plans, or other quasi-judicial matters, the City Council shall conduct the hearing in a manner that affords due process to all parties and ensures a fair and impartial decision based on the record.

Public comment during quasi-judicial hearings shall be limited to testimony relevant to the specific application or matter under consideration. Speakers shall confine their remarks to factual information, evidence, or opinions related to the item and shall refrain from personal attacks, inflammatory statements, or matters outside the scope of the hearing.

Each individual speaker shall be allowed up to three (3) minutes to speak for or against the quasi-judicial item, unless the presiding officer modifies the time limits to ensure the fair, orderly, and efficient conduct of the hearing. Time allotted to an individual speaker may not be transferred, yielded, combined, or aggregated with time allotted to another speaker.

The City Council's decision on a quasi-judicial matter shall be based solely on the evidence, testimony, and information presented during the public hearing and contained in the official record. Council Members shall refrain from considering or relying upon ex parte communications, information not presented at the hearing, or matters outside the record.

Any Council Member who has a conflict of interest, bias, or appearance of impropriety regarding a quasi-judicial matter shall disclose such conflict on the record and recuse themselves from participation, deliberation, and voting, as required by law.

The presiding officer may impose reasonable rules of procedure, limit repetitive testimony, and regulate the conduct of the hearing to ensure that all interested parties are provided a meaningful opportunity to be heard and that the proceedings are conducted in an orderly and efficient manner.

Rule 18. Order of Business

Unless agreed to otherwise by majority vote of Council, the normal order of business before the City Council in any meeting shall be as follows:

(1) Call to order.
(2) Invocation or Inspirational Reading.
(3) Pledge of Allegiance.
(4) Special Recognitions, Acknowledgements, and Proclamations.
(5) Staff Presentation on Public Hearing Items (limited to 10 minutes)
(6) Public Hearings – The Council shall hear from members of the public specific to the Public Hearing as provided in Rule 17.
(7) Public Comment - The Council shall hear from members of the public as provided in Rule 17.
(8) City Manager reports.
(9) Consent Agenda – including, but not limited to: bids, appointments, routine items, items for approval, minutes, etc.
(10) Items Removed from Consent Agenda.
(11) Regular Agenda – including, but not limited to: discussion and/or action items, resolutions, ordinances, and tabled items, etc.
    a. Staff presentations on agenda items shall be limited to five (5) minutes unless extended at the discretion of the Presiding Officer.
    b. Applicant discussion/presentations on agenda items shall be at the discretion of the Presiding Officer and limited to five (5) minutes unless extended at the discretion of the Presiding Officer.
(12) Communications from the Mayor and Council.

If a meeting does not include any of the items above (i.e., no special recognitions, proclamations, public hearings, etc.), that item will be excluded from the Order of Business and the posted meeting agenda.

Rule 19. Meeting Recesses

The City Council shall take a brief recess at intervals not to exceed two (2) hours during any meeting, unless waived by a majority vote of the City Council.

Rule 20. Suspension of Rules of Procedure

Any one or all of these rules of procedure may be suspended in order to allow a particular consideration of a matter, provided that it does not violate state law, and provided that not less that two-thirds Council members vote in favor of such suspension. Where any rule embodies a provision of state law, identically or in substance, such rule may not be suspended. The

requirement of two-thirds to suspend a rule shall not apply to Rule 18, but the order of business may be suspended by a majority vote.

Rule 21. Rules of Procedure

Except where in conflict with any state law, City ordinance, or the rules of procedure adopted by this resolution, the rules of procedure laid down in *Robert's Rules of Order*, 75th Anniversary Edition, shall govern the proceedings of the City Council.

Rule 22. Sergeant at Arms

The highest-ranking police officer of the Manvel Police Department in attendance at any meeting of the City Council, whether regular or special, shall be, and is hereby, designated and appointed as the Sergeant at Arms for such meeting.

PASSED, APPROVED, AND RESOLVED by the City Council of the City of Manvel, Texas on this the _____th day of _____ , 2026.

_____
Dan Davis
Mayoor

ATTEST:

_____
Tammy Bell
City Secretary

RESOLUTION NO. 2026-R-03

A RESOLUTION OF THE CITY OF MANVEL, TEXAS ADOPTING A REVISED DESIGN CRITERIA MANUAL CONTAINING SUBDIVISION IMPROVEMENT STANDARDS FOR ALL DEVELOPMENT WITHIN THE CITY OR ITS EXTRATERRITORIAL JURISDICTION, PURSUANT TO AUTHORITY CONTAINED IN CHAPTER 62, SUBDIVISION ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AND OTHER PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, AS AMENDED OR TO BE AMENDED; AND CONTAINING OTHER MATTERS ON THE SUBJECT.

* * * * * *

WHEREAS, the city has determined that there is a need for comprehensive and concise guidelines covering improvements constructed during the subdividing and development of property within the City of Manvel and its extraterritorial jurisdiction, and such is authorized by provisions of the Code of Ordinances of the City of Manvel and Texas Local Government Code Chapter 212; and

WHEREAS, the City of Manvel has determined that all related improvement standards and requirements should be incorporated into one document, entitled Design Criteria Manual, that is separate from the Subdivision Ordinance itself, to allow for more timely modification if necessary; and

WHEREAS, attached hereto is a revised Design Criteria Manual containing the minimum subdivision improvement standards and minimum standards for development within the City of Manvel and its extraterritorial jurisdiction. These are only minimum requirements, and additional requirements may be imposed as determined by the city;

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

Section 1. Pursuant to the City of Manvel Subdivision Ordinance, Chapter 62 of the City Code of Ordinances, Chapter 212 of the Texas Local Government Code, and other provisions of the Code of Ordinances of the City of Manvel, as amended or to be amended, the City Council hereby adopts the revised "Design Criteria Manual," attached hereto as Exhibit "A" dated JANUARY 20, 2026 and incorporated herein by this reference, and directs that the standards and related documents contained and referred to therein shall control and determine the minimum standards for improvements constructed during the subdividing and development of property within the City of Manvel, Texas.

Section 2. The City Secretary or her designee is hereby directed to maintain copies of the Design Criteria Manual and related documents and make them available upon request, for a reasonable fee, to any individual who requests one.

PASSED, APPROVED, AND RESOLVED by the City Council of the City of Manvel, Texas this _____ day of January 2026.

_____
Dan Davis, Mayor

ATTEST:

_____

Tammy Bell, City Secretary

CITY OF MANVEL
DESIGN CRITERIA MANUAL

January 20, 2026

Approved by:

Manvel City Council
Subdivision Ordinance

Resolution 2026-R-02

Originally adopted as
Resolution 2008-R-04 on April 28, 2008
and Revised:

1. December 15, 2008
2. August 23, 2010
3. September 26, 2011
4. December 10, 2012
5. December 9, 2013
6. January 12, 2015
7. January 25, 2016
8. April 11, 2016
9. April 24, 2017
10. January 29, 2018
11. April 2, 2018
12. August 5, 2019
13. June 7, 2021
14. October 17, 2022
15. April 17, 2023
16. May 6, 2024

CITY OF MANVEL
DESIGN CRITERIA MANUAL

Table of Contents

Section	Title
1	Graphic Requirements
2	Wastewater
3	Water
4	Paving
5	Drainage
6	Site Development
7	Modifications

SECTION 1
GRAPHIC REQUIREMENTS

1.0 GENERAL

1.01 CHAPTER INCLUDES:
Graphic requirements for all construction drawings including City of Manvel (public) projects, non-City of Manvel (private) projects, and all utility projects without a current Franchise Agreement.

1.02 REFERENCES – Refer to the City of Manvel Website for additional information.

1.03 DEFINITIONS

CADD (Computer Aided Drafting Design) - the preparation of documents utilizing computer facilities for the production of drawings, plans, prints and other related documents.

1.04 DESIGN REQUIREMENTS

A. Provide a cover sheet for all projects involving three or more design drawings (excluding standard detail sheets). Plan sheet numbers shall be shown on the cover sheet or area key map. Include a location map and vicinity map, at a scale of 1" = 1/2 mile along with a North arrow, to identify project locations. Also provide approval block for the City of Manvel with a note stating that approval is valid for 2 years from date of signatures, City of Manvel hours of construction as stated in Section 6: Site Development, and a full date of submittal (month/day/year).

B. Drawings shall be prepared on nominal 24-inch x 36-inch ~~overall drawings.~~sheet.

C. Show service area on cover sheet or area map.

D. The engineer shall also submit, at the time of plan approval, an electronic version (*in .pdf, and .dwg~~,~~ format*) of the CADD drawings ~~on CD~~ of the development showing all lot lines and associated lot information, rights-of-way, easements, contours, utilities, and all drainage and paving improvements.

E. Details of special structures (not covered by approved standard drawings, such as stream or gully crossings, special manholes, or junction boxes, etc.) shall be drawn with vertical and horizontal scales equal to each other.

F. Each set of construction drawings shall contain paving and utility key drawings indexing specific plan and profile sheets. Standard City drawings, where applicable, shall be included. All sheets shall have standard title blocks. ~~Where applicable, show Brazoria County key drawings and numbers.~~

G. Draw key overall layouts to a minimum scale of 1 inch = 100 feet.

H. Plan stationing must run from left to right, except for short streets or lines originating from a major intersection, where the full length can be shown on one sheet.

I. A north arrow is required on all sheets and should be oriented either toward the top or to the right. This requirement is waived under the following conditions:

1. A storm or wastewater sewer whose flow is from west to east or from south to north.

2. A primary outfall ditch drainage facility whose flow is from west to east or from south to north.

3. Stationing is intended to start from the cardinal points of the compass and proceed in the direction of construction.

J. Standard scales permitted for plans and profiles of paving and utility construction drawings are as follows:

1. Major thoroughfares, streets with esplanades over 400 feet in length, or special intersections:
   1 inch = 20 feet horizontal, 1 inch = 2 feet vertical

2. Minor or residential single-family streets:
   1 inch = 20 feet horizontal, 1 inch = 2 feet vertical
   1 inch = 40 feet horizontal, 1 inch = 4 feet vertical
   1 inch = 50 feet horizontal, 1 inch = 5 feet vertical

3. Scales above are minimum; larger scales may be used to show details of construction.

K. Each sheet shall have a benchmark elevation and description defined, and a current flood zone determination statement.

L. The seal, date, and original signature of the Registered Professional Engineer responsible for the drawings shall be required on each sheet developed by the engineer. The engineer may use a stamped or embossed imprint for his/her seal; however, the embossed imprint must be shaded such that it will reproduce on prints.

M. A copy of the proposed Final Plat conforming to the approved Preliminary Plat for new developments shall be included with the final drawings when submitted for final approval.

N. If a roadway exists where drawings are being prepared to improve or construct new pavement or a utility, label the existing roadway width, surface type, and thickness, if available without destruction of pavement. Pavement thickness can be ascertained by coring with the core hole grout filled to protect pavement prior to construction.

O. Show all streets and road alignment on drawings. Provide coordinates or bearings at the beginning of all alignments.

P. Develop drawings to accurate scale showing proposed pavement, typical cross sections, details, lines and grade, and all existing topography within street right-of-way, and any easement contiguous with the right-of-way. At the intersection, the cross-street details shall be shown at sufficient distance (20-foot minimum distance outside the primary roadway right-of-way) in each direction along cross street for designing adequate street crossings.

Q. Match lines between plan and profile sheets shall not be placed or shown within cross street intersections including cross street right-of-way.

R. Natural ground profiles shall be shown as follows:

1. For non-City of Manvel (privately-funded) projects, center line profiles are satisfactory except where a difference of 0.50 feet or more exists from one right-of-way or easement line to the other, in which case, dual profiles are required.

2. For City of Manvel (publicly funded) projects, provide natural ground profiles for each right-of-way line. Easement profiles shall conform to S below.

S. Basic plan and profile sheets shall contain the following information:

1. Identify all lot lines, property lines, easements, right-of-way, and drainage outfalls.

2. Label each plan sheet as to street/easement widths, pavement widths, pavement thickness where applicable, type of roadway materials, curbs, curb transition lengths, intersection radii, curve data, stationing, existing utilities (type and location), and any other pertinent feature affecting design.

3. Show all utility lines 4 inches in diameter or larger within the right-of-way or construction easement in profile view. Show all utility lines, regardless of size, in the plan view including fiber optic cables.

4. Graphically, show flow line elevations and direction of flow for all existing ditches.

5. Label proposed top of curb grades except at railroad crossings. Center line grades are acceptable only for paving without curb and gutters.

6. Curb return elevations for turnouts shall show in profiles.

7. The center line elevation at the property line of all existing driveways shall be shown in profile.

8. Station all esplanade noses or the center line of all esplanade openings with esplanade width shown - both existing and proposed.

9. The design of both roadways is required on all paving sections with an esplanade.

10. Station all PCs, PTs, radius returns, and grade change PIs in plan view. Station all radius returns and grade change PIs in profile with their respective elevations.

11. Show Hydraulic Grade Line (HGL) and identify Ponding Depth on profile drawings.

T. Provide a pollution prevention plan with legend. See Site Development (Section 6) under Design Requirements.

U. Submit ~~3~~ 1 printed set~~s~~ of civil construction plans on 24” x 36” paper in addition to pdf file for review~~: (1) Engineering, (2) Public Works, and (3) Fire Marshal~~.

V. Approved civil construction plans will be valid for a period of 2 years and a note shall be included on the cover sheet indicating same. No extension will be granted. If work has not commenced by the 2-year expiration date, the civil construction plans will need to be resubmitted and reviewed and new plan review fees paid. The "commencement of work" shall be defined by the following milestones:

1. Preconstruction Meeting has occurred with the selected contractor

2. Civil Site Improvement Permits have been acquired by the selected contractor

3. Construction Equipment has been mobilized to the Site.

W. Identify sidewalks, water meters, sewer taps, manholes, fire hydrants in red, and water valves on Site Plans for residential and commercial projects.

X. For all projects located within a MUD, a Water and Sewer Utility Availability Summary Table shall be provided with/within every plan and plat submittal. The Table will include a summary of currently platted lots and corresponding connections, along with reserved connections and planned future connections. It will also include the current capacity of the water and wastewater facilities (plant(s), lift stations, etc.) within the MUD.

Y. Label all proposed and/ or existing water lines in blue, sanitary sewer lines in green, and storm system components private or public on all layouts.

Z. ROW widths shall be given on all layouts

SECTION 2
WASTEWATER

1.0 GENERAL

1.01 CHAPTER INCLUDES:
Criteria for the design of wastewater collection systems.

1.02 REFERENCES

Texas Commission on Environmental Quality (TCEQ) - "Design Criteria for Domestic Wastewater Systems" - Texas Administration Code - Chapter 217 and “Design Criteria for Sewerage Systems” Chapter 317 (current revision).

1.03 DEFINITIONS

This Chapter addresses the design of the wastewater collection systems within the public right-of-way or a dedicated public easement. Sanitary sewers located on private property that are not in a dedicated easement, are under the jurisdiction of the Plumbing Code, and will be addressed/reviewed by the Building Official. Where used in these regulations, the following terms shall be construed to carry the meanings given below:

A. Public Sewer - A closed conduit that conveys wastewater flow and which is located within the public right-of-way or dedicated public easement. A public sewer (or public sewer system) is intended to serve more than one (1) "owner" or occupant.

B. Private Sewer - A closed conduit that conveys wastewater flow and is constructed and maintained by a private entity(s) (i.e., homeowner's association). Private sewers may be located in areas such as a private street or common area. Private sewers are subject to the design and construction requirements of the Plumbing Code and must discharge to a public sewer.

C. Sewer Main - A sewer that receives the flow from one or more lateral sewers.

D. Lateral Sewer - A sewer running laterally down a street, alley, or easement, which receives only the flow from the abutting property.

E. Service Lead - A sewer that branches off a public sewer and extends to the limits of the public right-of-way. It shall be construed as having reference to a public sewer branching off from a main or lateral sewer to serve one or more houses, single-family lots, or other types of small land tracts situated in the same block with the said main or lateral sewer, but not directly adjacent thereto. Such a line shall never exceed 150 feet in length. If the sewer is designed to serve more than two houses, or the equivalent of two single-family residences along a street, a lateral sewer as defined above shall be constructed.

F. Service Connection - A private sewer from a single source to the main or lateral sewer in the street, alley, or easement adjacent thereto. Service connections are covered by the Building Code. It will be owned and maintained by the owner of the property being served by said sewer.

G. Project Area - The area within the immediate vicinity of the public sewer to be constructed.

H. Stack - A riser pipe constructed on main or lateral sewers which are deeper than 8 feet to facilitate construction of service leads or service connections.

I. Force Main - A pressure-rated conduit (i.e., ductile iron pipe, pressure-rated PVC, etc.) that conveys wastewater from a pump station to a discharge point.

1.04 DESIGN REQUIREMENTS

A. Easements for wastewater lines.

1. Wastewater lines shall be located within street right-of-way, permanent access easements with overlapping public utility easements, easements adjacent to street rights-of way or recorded wastewater easements.

2. When outside of a public street right-of-way or permanent access easement with an overlapping public utility easement, easements must be dedicated and restricted for wastewater lines only.

3. When possible, easements should be adjacent to public rights-of-way.

4. Easements containing wastewater lines must be at least 20-feet wide and the wastewater line must be centered in the easement.

5. Wastewater lines along State rights-of-way shall be installed outside of the right-of-way in a separate 20-foot minimum adjacent easement.

6. No back-lot easements will be allowed for the installation of wastewater lines.

B. Drawings

1. Before any main or lateral sewer is constructed and before a permit will be issued for the construction of same, plans and profiles of the proposed sewer shall be prepared and submitted to the City for approval.

2. The plan view will show the exact location of the proposed line in the street, alley or easement with respect to the edge of the particular right-of-way, the transit base line, and any nearby utilities, major landscaping, and other structures affecting construction.

C. Main and Lateral Sewers

1. Sewers in curved easements, easements defined by property lines and combined easements containing other public utilities must be shown both in detailed plan and profile views.

2. The profile should show other underground and surface utilities and facilities, both in parallel and at crossings; the size, grade of the proposed line, the elevation of same to hundreds of a foot at all manholes, changes of grade and dead-ends; and the proposed finished grade over the sewer. It should show the actual ground line as it exists prior to construction of the sewer. Where proposed fill or cut is contemplated, the proposed new ground line should be shown as a separate line from the actual ground line. Type of pipe and bedding shall comply with City of Manvel Standard Specifications and Standard Details.

3. Where sewers are to be placed between existing pavement and the street right-of-way (or interior easement line) or under existing pavement or topping, show the existing ground line at both sides (or the closest side or sewers near the edge) of the right-of-way or adjacent sewer easement.

D. Sewer mains - plan and profile required

1. Sanitary sewer layouts for residential subdivisions should use a minimum horizontal scale of 1 inch = 40 feet with a vertical scale of 1 inch = 4 feet, or as allowed per Section 1, 1.04, J. A scale of 200 feet per inch may be used provided the following information is shown on the layout:
   a. All easements containing or buffering sanitary sewers are shown at points of size change; all manhole locations are shown.
   b. The sewer alignment shall accurately reflect the relative location of the sewer as shown on the detailed plan view.
   c. All service leads that cross-street pavement or serve adjacent property are to be shown on the layout. The detail plans and profiles shall show the flow lines of all service leads at the street or easement right-of-way.
   d. The number and size of the lots depicted on both the overall sewer layout sheet and the individual plan and profile sheets shall match the number and size of the lots depicted on the Final Plat after recordation.
   e. On the overall sanitary sewer layout sheet, the size and direction of flow for all existing and proposed sewers shall be shown.
   f. The location of the proposed sewer within the public right-of-way, a dedicated easement adjacent to the public right-of-way, or side lot easement (if allowed by the City).
   g. The overall sanitary sewer layout sheet shall show the area, in acres, which the proposed sewer(s) is (are) designed to serve. Include a location map that references the average to nearby major thoroughfare and boulevard streets. The scale of the location map shall be 1 inch = 2,000 feet or less.

2. Commercial subdivision sanitary sewer layouts for large areas and with a scale of 400 feet or more per inch must have an additional set of layouts at not more than 200 feet per inch, with match lines and a small index map showing which portion of the overall layout that each sheet's layout represents.

3. Acceptable horizontal scales for the detailed plan and profile views are 10 feet, 20 feet, 40 feet and not more than 50 feet maximum per inch. Horizontal scale for major thoroughfares and boulevards shall be 1 inch = 20 feet or less.

4. Acceptable vertical scales for detailed profile views are 2 feet, 4 feet, and not more than 5 feet maximum per inch unless otherwise approved. Vertical scale for major thoroughfares and boulevards shall be 1 inch = 2 feet or less.

5. The plan view shall show, at a minimum, the following information for the project area:
   a. All topographical features;
   b. Stationing for the proposed sewers;
   c. All existing utilities (i.e., telephone, gas, power, etc.);
   d. Any significant landscaping and/or other structures which might impact construction and/or construction related activities;
   e. The width and type of all existing and proposed easements;

f. All proposed service leads;
g. The limits of bore and/or tunnel;
h. Locations where pressure pipe is to be installed for water line crossings;
i. Drawings for residential subdivisions shall show the proposed location, by stations, of all service leads, service connections, and stacks. The distance from the sewer or transit base line station to the nearest existing manhole shall be shown in the plan view or on an additional sewer layout sheet with a scale no more than 1 inch = 100 feet.

6. The profile view shall show, at a minimum, the following information for the project area:
   a. Underground and/or surface utilities/facilities which are either parallel to the proposed sewer or cross the proposed sewers;
   b. The proposed sewer's diameter and grade for each manhole section;
   c. The flow line elevation for all sanitary sewers at each manhole;
   d. The rim elevation of all existing and proposed manholes;
   e. The flow line elevation at each sheet "break" (i.e., from one sheet to another);
   f. Type of pipe bedding/backfill shall be noted on each plan/profile sheet;
   g. The finished grade for proposed and existing pavement where "fill" and/or "cut" is proposed, the proposed new ground line should be shown as a separate line from the existing ground line;
   h. The existing ground line for the "near side" of the public right-of-way where a sewer is to be placed between the edge of existing pavement and the edge of the public right-of-way;
   i. The existing ground line at the centerline of the proposed sanitary sewer where a sanitary sewer is to be placed within an existing easement. Show any proposed and/or existing pavement.
   j. The flow line elevation of all service leads where it crosses the edge of the public right-of-way or the dedicated easement adjacent to the public right-of-way;
   k. The limits of bore and/or tunnel;
   l. Locations where pressure pipe is to be installed for water line crossings;
   m. The location of special backfill and/or proposed stacks shall be identified by "stations" indicated on the design plans.
   n. The location of stacks shall be labeled with stations.

E. Service leads

1. Service leads shall be at the property line between two (2) adjoining lots, or as directed by the City. A single 6-inch service lead located at the property line between two (2) adjoining lots would serve two (2) single-family residences with a wye placed at the end of the service lead. Do not extend the wye clean-outs beyond the edge of either the public right-of-way or dedicated easement.

2. Any service lead extension of more than 50 feet parallel to the street right-of-way shall be treated as a lateral sewer.

3. Service leads from developments with more than 17,500 gallons-per-day flows shall discharge into a proposed or existing manhole. Where the flow line of the service is 24 inches or greater above the flow line of the manhole, provide a standard external drop to manhole.

   a. Service leads shall be provided to serve each lot within proposed development inside the City limits.
   b. Service leads shall be 6 inches in diameter (minimum). If the length of a service lead exceeds 100 feet or the width of the public right-of-way by more than 20 feet, the minimum diameter shall be 8 inches and a manhole shall be utilized for connection to the public sewer.
   c. Service leads with a diameter of 6 inches shall utilize "full body" fitting (extruded or factory-fabricated) for connection to the proposed public sewer or an approved saddle-type connector for connection to an existing public sewer.
   d. Saddle-type connectors shall be installed with the "stub" oriented between the "spring line" (3 o'clock and 9 o'clock positions) and 45 degrees from the "spring line" ("1:30" and "10:30" positions). Tees (aka, "full body fittings") shall be oriented in the same manner.
   e. The service lead shall be designated to minimize the use of bends, as site conditions will permit.
   f. Service leads exceeding the limits defined in 1.04.E.2. shall have a manhole at each end; as well as, a plan/profile drawing for each right-of-way crossing. All, or part, of these service leads which are located in a public right-of-way, alley or dedicated sanitary sewer or public utility easement may be treated as a public sewer; depending upon the location of the terminal manhole and any intermediate manholes.
   g. For all existing lots (which are not served in accordance with these guidelines) that need a service lead, if the distance to the nearest existing sewer is less than 50 feet, the service lead is under the jurisdiction of the Plumbing Code.

4. Service leads shall not be connected to a force main. (Grinder pumps and private lift stations are not allowed.)

F. General Requirements

1. Sanitary sewers within the City of Manvel's jurisdiction shall allow for orderly expansion of the system and shall conform to the Master Wastewater Plan for the City of Manvel.

2. Sewers shall be sized based on the minimum requirements set out in this standard and the standard wastewater flow rates as established by the City of Manvel and shall be no less than 315 gallons per connection per day.

3. All sewers shall conform to the minimum requirements of the Texas Department of Health, "Design Criteria for Sewerage Systems".

4. Sewers shall be separated horizontally from water lines by a minimum of ~~one (1) foot~~four (4) feet. Sewers crossing utilities other than water, a minimum of six (6) inches of vertical clearance must be maintained.

5. The public sanitary sewer, as maintained by the City of Manvel, shall be defined as all sewers, including stacks and service leads, that serve more than one sewer connection, that are located in public easements or street rights-of-way, and that are installed in accordance with these Standards.

6. Sanitary lines greater than 6 inches require stacks with 5 feet minimum cover. (Stacks are to be shown on plans with stations). Place stacks and wyes or tees as shown. Where no stacks are shown, it is the responsibility of the licensed plumber to place a City approved saddle for connection to the line and the responsibility of the City Inspector to determine that such saddle is water tight and properly installed.

7. Materials and construction to conform to latest City of Manvel specifications with all amendments thereto, including standard leak test.

8. Unless noted otherwise, all public sewers and service leads shall be embedded in cement stabilized sand; to 6 inches below the pipe, 12 inches above the pipe and to 6 inches on each side. All such bedding shall be compacted to 95% standard proctor density. The cross-section so described herein shall be termed the "embedment zone."

9. Backfill all excavation areas/trenches under or within 1-foot of existing or proposed pavement with cement-stabilized sand from the top of the pipe "embedment zone" to the bottom of the subgrade. Cement-stabilized sand must develop 100-psi compression at 48 hours. Backfill shall be compacted to 95% standard proctor density.

10. The location of all proposed stacks shall be shown by stations in the drawings.

11. Construction notes shall designate the kind and class of pipe with exceptions to the construction notes to be shown on the plan and profile sheets.

12. Non-sanitary sewer easements or fee strips such as pipeline, power company, drainage district, railroad, etc., are in and of themselves insufficient and unacceptable to permit laying to sanitary sewers and/or force mains across or along the underlying private property or restricted non-sanitary use type of public property.

13. All public sanitary sewers shall be located within a public ROW or easement.

14. Where an easement for a public sewer ends at a public right-of-way, the last manhole shall be extended into the public right-of-way at a minimum of 2 feet beyond the property line; or as close to the public right-of-way as possible due to acceptable clearances required for other utilities (i.e., water line and storm sewers).

15. The drawings for the sewer shall show the location of any existing known pipe or duct that might interfere with the construction of the sewer and call to the attention of the City any known obstacles that might be encountered in constructing the sewer in any location under consideration. The Professional Engineer shall determine the existence of pipes, ducts and/or obstacles from a visual survey on the ground plus research of all public records and private records when available.

16. All sanitary sewer mains shall be constructed utilizing SDR 26.

17. Sanitary sewer lines shall be centered in sanitary sewer line easements.

18. In subdivisions platted or created after January 1, 1988, for single-family dwellings where each lot maintains an individual water well supply and an on-site sewage facility (OSSF) the sewage disposal plan shall show the approved water well location and sanitary control easement around the well within a 100 feet radius in which no subsurface sewage system may be constructed.

19. No back-lot easements will be allowed for the installation of sanitary sewer lines.

20. All new wastewater lines to be installed with ~~tracer wire~~3M EMS warning tape for future line locates~~, unless lines are deeper than 10 feet~~.

G. Line Size

1. The minimum pipe diameter for a public sanitary sewer shall be 8 inches.

2. Four-inch service leads shall be confined to the limits of the lot, which they serve and shall serve only the equivalent of one single-family lot. No 4- inch sewer shall be laid in any street, alley, or right-of-way.

3. Six-inch service leads shall not serve more than the equivalent of two single-family lots or other types of small land tracts.

4. Four-inch and six-inch service leads for single-family residential lots shall have a minimum grade of 0.70 percent.

5. For commercial service leads such as street bores, submit a copy of the approved plumbing drawings to establish the required size of the line. The minimum size lead shall be 6 inches.

6. All main and lateral sewers will end in manholes, except for special and/or unusual situations and subject to specific approval by the City.

7. All sewer lines shall be laid at a size and depth to conform to designs permitting an orderly expansion of the sewer system of the City and so as to avoid a duplication of lines in the future.

8. The City shall be the final judge as to sizes and depths required and exceptions to "lateral service leads" as previously defined.

H. Line Depth

1. The sewer should be laid with the top of the pipe a minimum of 3 feet below finished grade or top of curb, whichever is lower.

2. Sewer laid in street rights-of-way with curb and gutter paved streets shall have a minimum cover of 4 feet from the top of the pipe to the top of the curb to anticipate future sewer extension.

3. Sewers laid in street right-of-way with crowned roads and side ditches shall have a minimum cover of 5 feet from the average ground line at the adjacent street right-of-way to the top of pipe.

4. Where the minimum cover as specified in paragraphs H, 1,2, and 3 above is not possible, the sewer shall be laid in Class 150 (150 psi) pressure pipe or rigid factory-made pipe with cement stabilized sand as shown in standard detail. Ductile iron pipe shall be lined with either a polyethylene or polyurethane coating as approved by the pipe manufacturer and applied by either the pipe manufacturer or an approved application. The minimum liner thickness shall be 40 mil.

5. Maximum depth for sanitary sewer lines shall be 20 feet from average ground surface to pipe invert.

I. Line Grades

The following table lists the minimum grades for 6–30-inch public and private sewers. The minimum grade is based on a minimum full pipe velocity of 2.0 feet per second (fps). The maximum grade is based on a maximum full pipe velocity of 10.0 feet per second (fps). In both cases, the Manning Formula has been used with an "n" of 0.013. The use of different pipe materials will not alter the use of 0.013 for the purpose of the Design Manual.

Inside Dimension (I.D.) of Pipe in Inches	**Minimum Slope (in Percent)**
6	0.70
8	0.33
10	0.25
12	0.20
15	0.15
18	0.11
21	0.10
24	0.08
27	0.07
30	0.06

For sewers larger than 30 inches in diameter, the Professional Engineer of record shall determine the appropriate grade utilizing the Manning Formula, n = 0.013 and a full pipe velocity of 2.0 fps.

J. Manholes

1. All manholes shall be precast concrete, unless the Professional Engineer submits a "cast in place" manhole design for review and approval by the City Engineer. All precast manholes to incorporate a "boot" type connector for sewer diameters up to 24". For sewer diameters greater than 24 inches, utilize either the "boot" type connector (if available) or an integral gasket. All precast manholes shall conform to the latest ASTM requirements.

2. For all public sewers, manholes shall be placed at all changes in alignment, changes in grade, junction points, and either at street, alley, or easement intersections as designs may require.
   a. Sewers laid in easements shall have a manhole in each street crossed by the sewer.
   b. The maximum distance between manholes shall be 350 feet for public and private sewers.
   c. Sewers with the same, or approximate flow line elevation shall intersect each other at a 90-degree angle. However, where a true perpendicular intersection cannot be obtained, and where the “entering” sewer intersects the receiving sewer at, or about, the same flow line, one or more manholes shall be utilized to maintain a minimum angle of 80 degrees at the point of intersection. When the "entering" sewer is on the upstream side of the manhole, the minimum angle between the sewers may be reduced to a 45-degree angle; provided:
      (1) A distinct flow channel can be maintained within the manhole when the flowline elevations of the sewers are at, or within, one (1) pipe diameter of the smaller pipe; or
      (2) When the flow line elevation of the "entering" pipe is above the crown of the "primary" sewer and clearance can be provided between the sewers.
   d. Manholes shall be placed at all dead-end mains and laterals.
   e. Criteria for connections to, and utilization of, manholes.
      (1) Where manholes are utilized to facilitate connections between public sewers, when possible, the sewers shall match the manhole's flow line, match the elevation of each other's crown or utilize an "outside" manhole drop.
      (2) Connections between public sewers at the manhole shall adhere to the following criteria when possible:
         (a) The elevation of the crown of the discharging sewer shall either match the elevation of the crown of the receiving sewer or be approved as special cases by the City.
         (b) A standard drop connection is required when the difference in elevation between discharging sewer flowline and receiving flowline is greater than 24 inches.
      (3) The routing of service connection directly to manholes will be allowed only where the flowline elevation of the existing sanitary sewer is more than 10 feet below grade and there is no available stack and either
         (a) The lot to be so connected is a single-family, owner-occupied, single lot residence connection to an existing manhole; or
         (b) The lot to be so connected is a single-family, owner- occupied, single lot residence connecting to a proposed manhole at the end of a cul-de-sac.

(4) When routing an approved service connection to a manhole (see Item "3"), the wall penetration shall not be greater than 10 inches in diameter and shall be cored and sealed using grout as approved by the Standard Wastewater Products Committee.

(5) When routing an approved service connection to a manhole (see Item "3"), the connections shall utilize an external drop and shall adhere to the following criteria:

(a) The manhole wall penetration shall be a minimum of 10 feet below the manhole rim elevation and shall not be greater than 10 inches in diameter;

(b) The drop shall be 6 inches in diameter and shall be constructed of SDR 26 PVC pipe (ATSM D 3034-94);

(c) The drop shall be located 45 degrees from the upstream side of the main sewer;

(d) The wall penetration (core) shall be sealed using a "grout" as approved by the City Engineer.

(6) All public sewers shall terminate in a manhole. Clean-outs will not be utilized except at the end of each service lead.

(a) The manhole cover shall have a minimum diameter of 32 inches.

(b) All sanitary sewer manholes shall have stainless steel inflow protectors.

f. Manholes to be coated with Raven 405. Sewper Coat ~~is~~ may be used as an approved alternative with Public Works preapproval.

g. Manholes shall not be located within a driveway, street, parking stalls, or sidewalk.

K. Lift Stations and Wastewater Treatment Plants

1. Lift station design shall comply with the City of Manvel specifications, with a storage volume in the wet well equal to 1.5 times the peak design flow to the lift station. Add 10% to account for volume displaced by pumps.

2. Minimum site size shall be 40 feet by 40 feet. Smaller sites that are adjacent to public rights-of-way are contiguous to green space or similar land use areas, may be approved when adequate odor control provisions are provided.

3. Pumps shall be sized to operate at optimum efficiency. Minimum acceptable efficiency at the operating point will be sixty percent (60%).

4. Operation and maintenance should be considered in the design of the station and the location of the station.

5. Wet well working volume should be sized to allow for the minimum pump cycle of six (6) minutes for each pump.

6. Prior to installation controls and equipment shall be approved by Public Works.

7. Emergency operations shall be considered. Provide fittings and a blind flange that will be readily accessible for emergency bypass pumping.

8. The inlet structure shall be designed to minimize turbulence.

9. The velocity in the Force Main and riser pipes shall be between 3 and 8 fps.

10. The wet well shall be sized to provide adequate clearance between the pumps (refer to manufacturers recommended clearances).

11. A peak factor of four (4) shall be used for Lift Station design.

12. A minimum of two (2) feet of clearance shall be provided between pumps and between pump and wall.

13. Low water levels shall be at least six (6) inches above impeller.

14. Complete immersion of submersible pump motor at low water level is preferred.

15. Tie steel in Lift Station bottom to wall (includes caisson construction situation) to provide watertight wet well.

16. Nuts, bolts, chains and all other metal components within wet well shall be stainless steel.

17. Vent pipe shall be six (6) inches minimum diameter equipped with odor control system.

18. The following Hazen-Williams Coefficient shall be used for various pipe types:

PVC	New	C = 160
	10-year	C = 140
DIP	New	C = 140
	10-year	C = 100

19. Provide minimum 8’ board fence (either masonry, cedar or heart redwood) with steel posts in concrete, and a treated 2”x6” (or wider) rot board along the bottom.

20. Entrance drive to be at least fourteen (14) feet wide concrete pavement. Provide enough room to park inside site. Provide rolling gate with minimum 10’ wide gate.

21. Indicate method of drainage on site plan. Internal drainage, sheet flow and valley gutter driveways are acceptable. Drain to street or storm sewer, never onto adjacent private property.

22. Locate control panel and wet well hatch above 100-year flood plain. Call out the 100-year flood plain elevation on the plans.

23. Dual stainless steel guide rails (or other pump removal method that avoids entering wet well) are required for submersible pumps.

24. A tee, plug valve (or gate valve), and blind flange assembly is required on the force main on the downstream side of the discharge valves and header. This is required so truck-mounted pumps can bypass the lift station pumps and piping while work is being done.

25. Bedding for PVC force main is bank sand a minimum of 6 inches from all sides of pipe.

26. PVC force mains must be C-900.

27. DIP force mains are to be bedded in bank sand and polyethylene wrapped.

28. When calculating head loss in force main and piping, use of K factors on fittings, with the Hazen-Williams formula, is preferred.

29. Backfill structural excavations (wet well, etc.) with cement stabilized sand.

30. Lift station site plans shall be submitted in scales of 1-inch = 5-feet or 1-inch = 10-feet.

31. Provide a protective coating or concrete additive to interior walls of wet well. Public Works shall approve coating or additive used.

32. Lift station shall be equipped with a telemetry system, approved by City and compatible with existing system. A bubbler system shall be installed and connected to telemetry system to monitor status of lift station.

33. Permanent power supply to lift stations and wastewater treatment plants shall be 3-phase (and 480 volts where possible) and installed prior to City Council acceptance.

34. A system of floats shall be provided to control pumps.

35. A pressure gauge suitable for application shall be installed on each discharge pipe.

36. Emergency backup generator (natural gas or diesel) to be installed on site and hard-wired to the electrical panel, with an automatic transfer switch (permanent installation; not a portable or trailer-mount style). Additionally, a quick-connect style plug to be installed on the panel, as a backup precaution, upon preapproval from Public Works. Generators must be new when installed (not refurbished or previously used). Natural gas generators are to be installed where natural gas is available.

37. Refer to Section 6 Controlled Access Gate Requirements.

1.05 APPURTENANCES - Reserved

1.06 SUBMITTALS

A. Preliminary design - submit the following for review and comment:

1. Copies of any documents which grant approval of exceptions to the City design criteria.
2. Design calculations for line sizes and grades
3. Contour map for overall area.
4. Plan and profile sheets showing proposed improvements (City projects only).
5. Geotechnical soils report for the project (City projects only).

B. Final design - submit the following for approval:

1. Final documents of the above plus plan and profile sheets and Geotechnical soils reports.
2. Review prints.
3. Original drawings.

1.07 QUALITY ASSURANCE

A. Prepare calculations and construction drawings under the supervision of a Professional Engineer trained and Licensed under the disciplines required by the drawings. The final construction drawings must be sealed, signed, and dated by the Professional Engineer responsible for the development of the drawings.

B. Prior to release of the maintenance bond (and in conjunction with the final walk-thru), the developer shall have all sanitary sewer lines (within the project boundary) inspected with television equipment. Any pipe settlement which causes excess ponding of water in pipeline, any misaligned joints, or other defects shall be cause for rejection. The developer shall provide the City with one copy of the TV videotape and one copy of the TV inspection report. For each segment, the video tape and corresponding written report shall clearly identify:

1. Each line segment being inspected.
2. The size and type of pipe being inspected.
3. Accurate footage of the line segment inspected.
4. Deficiencies in materials, alignment, pipe grade, or any other apparent deficiencies; and
5. Locations of all service connections.

C. During the final walk-thru, contractor will be required to show public works personnel that all sanitary sewer lines can be located by the 3M Dynatel Line Locator. The developer shall provide the City with at least one 3M Dynatel Line Locator prior to final acceptance.

2.0 EXECUTION

2.01 RESEARCH REQUIREMENTS

A. Research existing utility and right-of-way information.

B. Verify that no restrictions exist that will deny approval of the project concept.

2.02 DESIGN ANALYSIS

Calculations of design flow for overall development project. All wastewater components in the City of Manvel and its ETJ shall be designed for a minimum of 315 gallons per equivalent single-family connection.

2.03 DRAWINGS

Drawings shall include layout sheets with contours, plan and profile sheets, and detail sheets for special items and treatment plants.

SECTION 3
WATER

1.0 GENERAL

1.01 CHAPTER INCLUDES:
Criteria for the design of water distribution systems.

1.02 REFERENCES

A. Texas Commission on Environmental Quality (TCEQ), Water Utilities Division "Rules and Regulations for Public Water Systems," latest revision.

B. American Water Works Association (AWWA).

C. National Sanitation Foundation (NSF).

D. Texas Department of Health.

E. Texas State Board of Insurance.

1.03 DEFINITIONS

Water Line - Closed conduits designed to distribute potable water for human consumption to various areas and provide fire protection. Line size and fire protection accessory locations are dependent on distance from primary source and quantity of demand.

1.04 DESIGN REQUIREMENTS

A. Easements for water lines

1. Lines shall be located within street right-of-way, permanent access easements with overlapping public utility easements, easements adjacent to street rights-of way or recorded water line easements.

2. When outside of a public street right-of-way or permanent access easement with an overlapping public utility easement, easements must be dedicated and restricted for water lines only.

3. When possible, easements should be adjacent to public rights-of-way.

4. When possible, water line easements shall be contiguous to a paved access.

5. For water lines located outside of street rights-of-way, the minimum width of easement shall be 20 feet.

6. For water mains located within 5 feet from the right-of-way line, the outside edge of a water line easement shall be located 10 feet from the right-of-way line.

7. Water lines along State rights-of-way shall be installed outside of the right-of-way in a separate 20-foot minimum contiguous easement.

8. No back-lot easements will be allowed for the installation of water lines.

9. Commercial Developments inside the City requiring on-site fire hydrants must provide a minimum 20-foot water line easement for the water line and fire hydrant.

10. Water lines shall be centered in water line easements.

11. When using side lot easements, such easements shall be a minimum of 20 feet in width, located on one lot or centered between lots. If centered between lots, the water line maybe centered within the five feet of one lot, or centered in the easement.

12. Location of a water main in an easement not adjoining a public right-of-way shall be prohibited. When approved, these water mains will be centered in a 20-foot wide exclusive easement restricted to water only.

B. Location of water lines

1. Locate water lines within a street right-of-way whenever possible.

2. In the event that a proposed water line cannot be located within the street right-of-way, locate water lines in the center of a dedicated water line easement.

3. When a water line is placed parallel to another utility line, other than a sanitary sewer, the water line shall have a minimum of 4 feet horizontal clearance from outside wall of the water line to the outside wall of the existing utility.

4. All new water lines to be installed with ~~tracer wire~~3M EMS warning tape for future line locates.

5. All new water lines shall be installed or extended from property line to property line.

6. End of fire hydrant and valve shall be placed at the begin and/or end of all new water lines for future City water line extensions as detailed in City of Manvel Water Distribution standards

C. Water line size

1. 6-inch lines may be used within cul-de-sacs or if the line is less than 1,000 feet in length and interconnected between two lines which are 8 inches in size or larger. The maximum number of fire hydrants or flushing valves on any length of 6-inch line is one.

2. 8-inch lines may be used for lines over 1,000 feet long, crossing under a major roadway, or when 2 or more fire hydrants or flushing valves are required.

3. 12 inch and larger lines - lines to be determined by the Professional Engineer (P.E.) and City of Manvel.

4. Minimum 1-inch lines are to be used for commercial irrigation lines.

5. Minimum 2-inch lines are to be used for commercial domestic water lines. Meter size to be determined by the developer's design professional or plumber. Meter size cannot exceed the size of the service connection.

D. Dead-end lines shall be avoided.

E. Depth of cover

1. 14 inch and smaller mains and fire lines shall have a minimum cover of 4 feet from top of curb. For open ditch roadway sections, 12 inch and smaller shall be installed at least 3 feet below the ultimate flowline of the ditch or 6 feet below natural ground at the right-of-way line, whichever is deeper.

2. 16 inch and larger mains shall have minimum cover of 5 feet from top of curb. For open ditch roadway sections, 16 inch and larger mains shall be installed at least 3 feet below the flow line of the ditch or 7 feet below natural ground at the right-of-way line, whichever is deeper.

3. Changes in grade to clear other utilities or underground features may be made by deflecting pipe joints. The maximum designed deflection shall be one-half (½) of the manufacturer's allowable deflection. If a depth greater than 8 feet to the top of the pipes is required, a welded steel section will be used. The standard depth of cover maintained on the water main and the grade change shall be made using the welded steel section. The installation of fittings for vertical deflections or changes in grade shall not be allowed except with specific approval of the City of Manvel.

F. Water line crossings

1. Where a water line crosses another utility (public or private) other than a sanitary sewer, a minimum of 6 inches of clearance must be maintained between the outside wall of the water line and the outside wall of the utility.

2. Elevated Stream and Ditch Crossings
   a. All water lines shall be steel or restrained joint metallic pipe and shall extend a minimum of 15 feet beyond the last bend or to the right-of-way line, whichever is greater.
   b. Elevated crossings are preferred to underground crossings.
   c. Support water lines on existing or proposed bridges. The following criteria may be used when approved in advance by the City Engineer:
      (1) Have adequate structural capacity.
      (2) Have sufficient clearance above the bent cap elevation for installation under the bridge.
      (3) Design elevated crossings with the elevation of the bottom of the water line above the low chord of the nearest adjacent bridge or a minimum of 1 ½ feet above the 100-year flood plain elevation, whichever is higher.
      (4) Extend pipe from right-of-way to right-of-way for crossings.
      (5) Provide sufficient span length to accommodate the cross section of future widening of the stream or ditch, if available.
      (6) Support the line on columns spaced to accommodate the structural capacity of the pipe considering deflection and loading.

(7) Base column support design on soil capacity, spacing, loading, and structural requirements.

G. Underground crossings

1. Provide a minimum 3-foot clearance above the top of the pipe to the ultimate flow line of the ditch.

2. Provide sufficient length to exceed the ultimate development of the stream or ditch.

3. All water lines shall be steel or restrained joint pipe and shall extend a minimum of 15 feet beyond the last bend or to the right-of-way, whichever is greater and have valves located on both sides of the crossing.

H. State highway and County Road crossings

1. Extend carrier pipe from right-of-way to right-of-way.

2. Use welded steel pipe or restrained joint pipe in steel casing under existing and future roadways from a point 15 feet outside of the service road or outside of pavement toward the right-of-way, to a similar point on the other side of the highway across the right-of-way. For highway or roadway crossings with open ditch sections, extend the casing from right-of-way to right-of-way.

3. State highway crossings shall be constructed in conformance with the requirements of the Texas Department of Transportation.

4. When additional right-of-way has been acquired or will be required for future widening, the casing, should be carried to within 10 feet of each future right-of-way line.

I. Street crossings

1. All street crossings shall be perpendicular to the right-of-way.

2. All water mains, services and sprinkler line crossings under major thoroughfare boulevards shall be encased using a minimum of PVC pipe, SDR, as shown on the construction detail for "Water Main Encasement." Welded steel pipe may be substituted on street crossings, when specifically approved by the City Engineer.

3. Crossings under existing concrete streets, other than major thoroughfares, shall be constructed by boring and jacking. PVC pipe shall be jacked into place with equipment designed for that purpose. Water may be used to facilitate boring and jacking operations. Jetting the pipe main into place will not be permitted. When conditions exist that warrant an open cut across and existing street, the City may specifically approve the crossing.

4. All open cut installations under existing or proposed streets shall be backfilled as shown in the construction details.

5. All street crossings shall be constructed in accordance with construction plans approved by the City. The City shall inspect all street crossings. All street crossings shall meet the requirements of these standards.

6. All street, road, and creek crossings shall be cased with a larger diameter pipe.

J. Oil and gas pipeline crossings

Do not use metallic pipe when crossing oil or gas transmission lines unless a cathodic system is implemented with City approval. Other pipe may be used, regardless of depth, subject to approval by the City. Maintain minimum 2-foot separation between pipeline and water line.

K. On-site fire loops within commercial and multi-family developments

For developments requiring on-site fire hydrants, comply with the following requirements to allow maintenance and future repair operations:

1. Do not allow placement of structures or equipment pads over easement.

2. Provide 10-foot wide longitudinal pavement joint along easement lines where the water line is located under driveway, parking or street pavement.

3. Locate public fire line within 20' easement, or provide fire line meter at the property line.

L. Additional requirements

1. The carrier pipeline shall extend a minimum of 1 foot beyond the end of the casing to allow flanged joints to be constructed.

2. For welded steel bends, extend steel pipe a minimum of 5 feet beyond the bend. All bends shall be identified with 3M EMS point markers for future bend locates.

3. PVC sleeves to be installed under all concrete driveways and streets for future expansion.

4. PVC sleeves to be installed in medians for irrigation lines.

5. Coordinate sleeve size with Public Works.

M. Auger (bore) construction

Use the following general criteria for establishing auger or bore sections:

1. Auger or bore sections shall be clearly shown on drawings.

2. Improved streets - use auger construction to cross the street regardless of surface. Auger length shall be computed as roadway width at proposed bore location plus 5 feet to either side of the roadway, where applicable.

3. Sidewalks - when the water line crosses under a sidewalk in good condition, the sidewalk shall either be bored and jacked or the sidewalk shall be removed and replaced to the City of Manvel criteria, whichever is cost effective. Bore and jack length shall be at least the width of the sidewalk. The proposed type of construction shall be noted on the plans.

4. Bore Pits - Bore pits shall be at least 3 feet from back of curb and 5 feet from the back of curb on a major thoroughfare. All bore pits shall be shored in accordance with OSHA requirements. Bore pits and/or receiving pits to be located in street or driveway paving, shall be shown on plans.

N. Water quality

The layout of the overall water distribution system shall provide maximum circulation of water to prevent future problems of odor, taste, or color due to stagnant water.

1. Provide a source of fresh water at each end or at multiple points of a subdivision. Provide ways to create circulation and place valves and fire hydrants to allow simple flushing of all lines.

2. Avoid dead-ends. When necessary, isolate dead-ends with a line valve, fire hydrant at the line's end, along with an Eclipse 9800i-Genesis Auto Flusher.

3. Where stubs are provided for future extensions, isolate the stubs with a valve and do not allow service connections to stubs until extended. Place one full pipe joint between the valve and stub. All stubs shall be identified with 3M EMS point markers for future stub locates.

4. Water mains shall be looped unless physically impossible.

5. All materials, which come in contact with public drinking water in any stage, must conform with ANSI/NSF Standard 60.

6. Layout and size of all water mains shall be consistent with the overall layout and phasing plan of the City's water system. The overall water system shall be designed to maintain required TCEQ minimum pressure throughout the system.

7. In an unavoidable dead-end situation, reduce the sizes of pipe successively. Carry an 8-inch pipe to the next to last fire hydrant; use a 6-inch PVC to the end of the line. Provide a fire hydrant at the end of the main.

O. Clearance of water line from other utilities.

1. New water lines parallel to sanitary sewers and force mains
   a. Locate water lines a minimum of 9 feet horizontally, outside wall to outside wall, when parallel to sanitary sewers or force mains. Use the following procedure when 9 feet of separation cannot be achieved:

      When a new water line is to parallel an existing sanitary force main or gravity sanitary sewer and the 9-foot minimum separation distance cannot be maintained, the existing sanitary sewer shall be replaced with lined ductile iron or PVC pipe meeting ASTM specifications, having a minimum working pressure rating of 150 psi or greater and equipped with pressure type joints. The water lines and sanitary sewer shall be separated by a minimum vertical distance of 2 feet, and a minimum horizontal distance of 4 feet, measured between the nearest outside walls of the pipe, and in all cases, the water line shall be located above the sewer. When a water main crosses a utility other than sanitary sewer, a minimum of 6 inches of clearance must be maintained, and the water main shall have one joint of pipe, a minimum 18 feet long, centered on the other utility.

b. Where a sanitary sewer crosses the water main, and that portion of the sewer within 9 feet of the water is constructed as described in Section 290.44(e) of the TCEQ Rules and Regulations, the water line may be placed no closer than 6 inches from the sewer. The separation distance must be measured between the nearest outside pipe diameters. The water line shall be located at a higher elevation than the sewer, wherever possible and one joint, a minimum of 18 feet long, of the new pipe must be centered on the existing line.

2. When water lines are installed in areas, which have existing sanitary sewers, every effort should be made to maintain 9 feet of separation between the outside pipe diameters of the two lines. Where this separation cannot be achieved because of local conditions, which must be fully documented in any planning material submitted, the following spaces shall be observed:
   a. Where a new water line is to cross, or be installed in parallel with an existing sanitary sewer, and the sewer is constructed as described in Section 290.44(e) of the TCEQ Rules and Regulations, the separation distances specified in those rules shall apply as though the sewer were new.
   b. Where a new water line is to be installed in parallel to existing clay, truss, or concrete gravity sewer showing no evidence of leakage vertically and 4 feet horizontally, the sanitary sewer need not be disturbed. Should excavation for the water line produce evidence that the sewer is leaking, and then the sewer must be repaired.
   c. Where a new water main is to cross an existing clay, truss, or concrete gravity sewer showing no evidence of leakage, the sewer need not be disturbed if the water line is to be installed at least 24 inches above the existing sewer. A full joint of the water line, at least 18 feet long, should be centered over the sewer crossing, in this case, so as to provide maximum protection against contamination.
   d. Existing clay, truss or concrete sewer pipe which shows no evidence of leakage and because of physical limitations must remain at a higher elevation than the proposed intersecting water line or closer than 2 feet may remain undisturbed if the water line is inserted in a joint of pressure type encasement pipe at least 18 foot long and 2 nominal sizes larger than the water line. The encasement pipe should be centered on the sewer crossing and both ends sealed with cement grout. In lieu of this procedure, that portion of the sewer within 9 feet of the water line may be replaced with cast iron or ductile iron pipe with watertight joints as described in Section 290.44(e) of the TCEQ Rules and Regulations, above.

3. Sanitary manholes - provide a minimum 9-foot horizontal clearance from outside wall of existing or proposed manholes unless manholes and connecting sewers can be made water tight and tested for no leakage. If a 9-foot clearance cannot be obtained, the water line may be located closer to the manhole when prior approval has been obtained from the City of Manvel by using one of the procedures below; however, in no case shall the clearance be less than 4 feet.
   a. Water line may be encased in a carrier pipe. Encasement shall be a steel water line in a steel carrier pipe. Open cut and backfilled with cement stabilized sand compacted backfill.
   b. The water line may be augured past the manhole with one 20-foot section of C-900 PVC pipe 150 psi, installed centered about the existing sanitary manhole with pressure grout using a bentonite/clay mixture.

4. Fire hydrants. Do not install fire hydrants within 9 feet vertically or horizontally of sanitary sewer mains, service leads, and force mains regardless of construction.

P. Water Plants

1. All new storage tanks to be elevated; not ground level. Developer to provide proposed timeline, plan, and funding mechanism for Elevated Storage Tank subject to review and approval by the City.

2. Emergency backup generator (natural gas or diesel) to be installed on site and hard-wired to the electrical panel, with an automatic transfer switch (permanent installation; not a portable or trailer-mount style). Additionally, a quick-connect style plug to be installed on the panel, as a backup precaution, upon preapproval by Public Works. Permanent power supply to water plants shall be installed prior to City Council acceptance. Generators must be new when installed (not refurbished or previously used). Natural gas generators are to be installed where natural gas is available.

3. Provide minimum 8’ board fence (either masonry, cedar or heart redwood) with steel posts in concrete, and a treated 2”x6” (or wider) rot board along the bottom.

4. Entrance drive to be at least fourteen (14) feet wide concrete pavement. Provide enough room to park inside site. Provide rolling gate with minimum 10’ wide gate.

5. Indicate method of drainage on site plan. Internal drainage, sheet flow and valley gutter driveways are acceptable. Drain to street or storm sewer, never onto adjacent private property.

6. Refer to Section 6 Controlled Access Gate Requirements.

1.05 APPURTENANCES

A. Valves - Set at maximum distances along line as follows:

1. Six inch (6") through fourteen inch (14") - 1000 feet.

2. Sixteen inch (16") through twenty inch (20") - 2000 feet.

3. The total number of valves at any intersection shall equal the total number of lines leading out from the intersection point minus one, three (3) valves for a cross, and two (2) valves for a tee, unless otherwise specified.

B. Valve Types - All valves shall open counterclockwise and have mechanical joints:

1. Six inch (6”) through fourteen inch (14”) shall be gate valves.

2. Sixteen inch (16”) through twenty inch (20”) shall be butterfly valves.

C. Valve Locations

1. All mains shall be valved within the street right-of-way or within a dedicated water line easement. Valves shall not be placed under or within 2 feet of ultimate pavement.

2. Valves are normally located on the projection of intersecting street right-of- way lines or at the curb return adjoining a paved street across the main. Tapping sleeves and valves are excluded from this requirement.

3. Isolate fire hydrants and flushing valves from the service line with a valve located in the fire hydrant or flushing valve branch. This valve shall not be located in the slope or flowline of ditches on roadside ditch roadways.

4. Intermediate valves, not located on the projection line of the right-of-way line, shall be located on lot lines or 5 feet from fire hydrants but not set in driveways.

5. Locate valves a minimum of 9 feet horizontally from sanitary sewer crossings.

6. Valves shall not be located within a driveway, sidewalk, or street.

7. Valves shall be included at all water loops in cul-de-sacs for isolation should any possible future maintenance issues arrive.

8. All new valves to be installed with 3M EMS point markers for future valve locates.

D. Fire hydrants and flushing valves.

1. Spacing
   a. Single Family Residential Development:
      300 foot maximum spacing and at all street intersections
   b. Non-Residential, Commercial Developments and/or Multi-Family Developments: 300 foot maximum spacing and at all street intersections. Fire hydrants shall be placed to locate a hydrant within 300 feet of all points of each building.

2. Location in or along street rights-of-way
   a. Fire hydrants shall be primarily located at street intersections where possible.
   b. Locate fire hydrants at P.C.s of the intersection curb radius, 3 feet behind the curb or projected future curb.
   c. On all State highways and roadside ditch roadways, set the fire hydrants within 3 feet of right-of-way lines. Fire hydrants lead valves shall not be located in the slopes or flowlines of ditches.
   d. Set intermediate fire hydrants on lot lines, as extended to pavement, when located between right of way intersections. These locations may be adjusted 5 feet either way to miss driveways or other obstructions. In either case, do not locate fire hydrants closer than 3 feet from curbed driveways or 5 feet from non- curbed driveways.
   e. Fire hydrants and flushing valves shall not be installed within 9 feet of a sanitary sewer system under any condition.
   f. All new flushing valves to be installed with 3M EMS point markers for future valve locates.

3. Location of fire hydrants or flushing valves outside the street right-of-way
   a. The City Fire Marshal will establish and approve the location of fire hydrants and flushing valves in apartment complexes and platted private street developments within the City.

b. Locate fire hydrants and flushing valves in protected, easily accessible areas behind curb lines.
c. For fire hydrants or flushing valves which are located adjacent to water lines constructed in 20-foot-wide water line easements, the fire hydrant or flushing valve shall be centered in a minimum 10'x10' separate easement.
d. For commercial and multi-family developments inside the City, provide isolation valves at each end of fire loops requiring on-site fire hydrants.
e. All new flushing valves to be installed with 3M EMS point markers for future valve locates.

4. Fire Flow
Fire hydrants must be able to meet current NFPA and adopted Fire Code regulations.

5. Fire hydrants shall be audited and painted per City specifications
a. The barrel (base) and caps shall be baked-on paint Safety Red.
b. The bonnet (top) shall be baked-on paint according to the size of the line:

Red	4-inch water line
Yellow	6-inch water line
White	8-inch water line
Green	10-20 inch water line
Orange	24-inch water line and above

6. 5" built-in Storz connections and dust covers are required on all hydrants.

7. Fire Department Connections (FDC's) when required shall be remotely located from buildings and have Storz connections. The Fire Department Connection (FDC) shall be located at a point no further than twenty (20) feet from a fire apparatus access road, remotely located at a horizontal distance that is greater than the height of the building on the main street side, and easily accessible to the Fire Department. The location of the FDC shall be such so as to provide hose connections that shall not block access to the building or obstruct other fire apparatus from accessing the building. There shall be an approved sign as specified by the Fire Marshal designating the address served by the FDC. A fire hydrant shall be located within fifty (50) feet of the FDC measured along a fire apparatus road. If there is a conflict between this section and another section of this code, the most restrictive requirement shall apply.

8. All new fire hydrants to be Mueller A423 Super Centurion with 5” Storz outlet. East Jordan WaterMaster 5CD250 fire hydrants, with 5” Storz outlet, are an approved alternative.

9. There shall be a minimum clearance of 3 feet around each fire hydrant.

10. Fire Department Connections (FDC’s) shall be located within 50 feet of a fire hydrant.

11. Buildings equipped with a standpipe system shall have a fire hydrant within 50 feet of the FDC.

12. All fire hydrants located in the City and its ETJ shall be identified with a blue reflector affixed to the pavement so that a hydrant is readily visible to arriving fire companies. On unpaved streets, a blue reflector shall be affixed to a post as close as practicable to the edge of the roadway so as to be visible.

E. Fittings

1. All fittings shall be identified and described on the civil construction plans.

2. Fittings are not permitted in fire hydrant leads.

3. Normally, all water main fittings shall be ductile iron mechanical joints only.
4. All plugs shall be provided with retention clamps.

5. Polyethylene tube encasement shall conform with the minimum requirements of "Polyethylene Encasement for Gray and Ductile Cast-Iron Piping for Water and Other Liquids", ANSI/AWWA C105, current revision. Soils within the project shall be tested in accordance with Appendix A of ANSI/AWWA C105 to adequately determine the requirements for encasement.

6. Thrust blocking and 3M EMS point marker shall be required on all bends, tees, plugs and combinations thereof.

7. All fittings and fire hydrants to be tied together with 3/4-inch stainless steel all- threads and I-bolts or approved equal (i.e., Mega Lugs).

F. Water main service

1. Water main service for lines in or along street rights-of-way.
   a. Meters 2 inch and smaller - located in rights-of-way, water line easements, or in a minimum 5'x5' separate water meter easement. Meters shall be located in areas with easy access and protection from traffic and adjacent to right-of-way whenever possible.
   b. Meters 3 inches and larger - located at the property line or in a minimum 10' x 20' separate water meter easement if necessary.
      (1) Meters shall be located in areas with easy access and protection from traffic and adjacent to rights-of-ways whenever possible.
      (2) Meters shall not be located in areas enclosed by fences.
   c. Separate tap and service leads shall be designed for each meter.
   d. Long service connections to be minimum 1-inch leads within 2-inch PVC casing.
   e. No water line service shall exceed 150 feet in length.
   f. Water line service shall be designed for meter to be at front of property or residential lot.

2. For proposed apartments or town homes in private street developments, provide one master meter sized for the entire development. Exceptions may be granted by the City of Manvel for unusual circumstances. If an exception is approved, do not interconnect multiple meters.

3. All sprinkler and irrigation lines must be equipped with a backflow prevention device according to its application as required by TCEQ. Every new and existing non-single-family residential user is required to install a backflow prevention assembly at any meter servicing such a user's property. The backflow assembly shall be located after the meter for an irrigation system and in a vault near the building for a sprinkler system. A certified tester shall test the backflow prevention assembly annually and submit the results to the City.

1.06 SUBMITTALS

A. General - Conform to the following submittal requirements in addition to those of general procedure of the City of Manvel.

B. Water Line Sizes - Submit justification, calculations, and locations for proposed 6-inch lines and for lines 12-inch and larger, for approval by the City of Manvel, unless sizes are provided by the City.

C. Valves - Submit information for approval by the City of Manvel with justification and locations for use of 16-inch and 20-inch gate valves proposed as substitutes for butterfly valves.

D. Water Meter Service

1. For construction inside city limits, submit an application for meter services and metered sprinkler connections, to the Building Inspections Division, prior to construction.

2. Submit requests for more than one service meter in proposed private street or multi-family developments to the City.

3. All new and replacement water meters to be Neptune E-Coder R900i (minimum ¾ inch) unless approved by the City Engineer.

E. Elevated stream or ditch crossings - Submit design calculations for support columns and column spacing.

F. Master Development Plan - For multiple phase developments, submit a master development plan.

G. Backflow Prevention

1. All irrigation lines must be equipped with backflow prevention devices per TCEQ.

2. A double check backflow prevention assembly is required for 3” and larger lines.

3. Every new and existing non-single-family residential user is required to install a backflow prevention assembly at any meter servicing such a user’s property.

4. Refer to Section 71-7 of the City Code.

1.07 QUALITY ASSURANCE

A. Prepare calculations and construction drawings under the supervision of a Professional Engineer trained and licensed under the disciplines required by the drawings. The final construction drawings must be sealed, signed, and dated by the Professional Engineer responsible for the development of the drawings.

B. During the final walk-thru, contractor will be required to show public works personnel that all water lines and required components within the project boundary can be located by the 3M Dynatel Line Locator. The developer shall provide the City with at least one 3M Dynatel Line Locator prior to final acceptance.

2.0 EXECUTION

2.01 RESEARCH REQUIREMENTS

A. Research existing utility and right-of-way information.

B. Verify that no restrictions exist that will deny approval of the project concept.

2.02 DESIGN ANALYSIS

A. Water line sizes - Prepare narrative justification and calculations for proposed 6-inch lines and for lines 12-inch and larger, unless sizing is provided by the City of Manvel in advance.

B. Elevated stream or Ditch Crossings - Prepare design calculations for support columns and column spacing.

C. Developments of 100 acres or more to provide Regionalization Plan, including interconnection(s) with adjacent properties subject to review and approval by the City.

D. All water components in the City of Manvel and its ETJ shall be designed for a minimum of 360 gallons per day per equivalent single-family connection.

2.03 DRAWINGS

A. General: Conform to the following drawing requirements in addition to those of "Graphic Requirements" and the City's standard water line details and standard specifications.

B. Appurtenances - Identify, describe and enclose in rectangular box on drawings.

1. Valves
    a. Designate 6-inch through 12-inch gate valves with box as GV&B.
    b. Provide complete description and size for other valves.

2. Water meters, service leads, and metered sprinkler connections.
    a. Show the location of service line tees, tapping sleeve and valves, valve boxes, and temporary plugs to be installed to serve future 3-inch or larger meters.
    b. Develop plan and profile sheets for 4-inch and larger leads and all service connections that cross state rights-of-way (FM1128, SH6, etc.).

C. Construction features

1. Show all special construction features required to complete the project in a safe, convenient and economical manner.

2. Auger Construction
    a. If the construction is predominately open cut, all portions of the street that must be augured shall be clearly shown on drawings by location and length. Include designation for sections at trees with 6 inches or larger diameters located within 10 feet of water Line.
    b. Curbs - Include a requirement on drawings for construction of wheel chair ramps at street intersections where curbs are to be removed or are damaged by water line construction. Conform to the City's standards for ramps.

SECTION 4
PAVING

1.0 GENERAL

1.01 CHAPTER INCLUDES:
Design guidelines for streets, criteria for street paving, and standard paving notes for drawing call outs.

1.02 REFERENCES

A. AASHTO - American Association of State Highway and Transportation Officials.

B. ASTM - American Society for Testing Materials.

C. ACI - American Concrete Institute.

D. MUTCD - Texas Manual on Uniform Traffic Control Devices.

E. City of Manvel Transportation Corridor Plan

1.03 DEFINITIONS

A. Geotechnical Engineer - An engineer certified by the American Association for Laboratory Accreditation (A2LA).

B. HMAC - Hot Mix Asphaltic Concrete.

C. Curb and Gutter Sections - Full width concrete pavement with doweled on 4-inch by 12-inch curbs. Curb and gutter sections require inlets and underground storm sewers.

D. Roadway ditch sections - Ditch sections adjacent to either full width reinforced concrete pavement or asphaltic pavement. Roadside ditch sections do not require underground storm sewers; however, the ditch sections must be designed to accommodate the storm runoff.

1.04 DESIGN REQUIREMENTS

The following design requirements are applicable to all pavement within the City of Manvel, and its ETJ.

A. General

1. All paving shall be approved by the City of Manvel for all streets within the City.

2. Street design should conform to all applicable planning tools, such as the Texas Manual on Uniform Traffic Control Devices, major thoroughfare plans, master plans, etc. Other considerations for design should include street function, street capacity, service levels, traffic safety, pedestrian safety, and utility locations. These additional considerations may affect the minimum requirements set forth herein. Refer to the City of Manvel Major Thoroughfare Plan and Transportation Corridor Plan.

3. Design shall conform to the City of Manvel Standard Details.

B. Minimum Width Requirements and Paving

1. The minimum ROW width for all streets in the City of Manvel and its ETJ is 60 feet. The minimum pavement width for all developments is:
   a. Curb and Gutter sections: 28 feet back-to-back of curb (B/B).
   b. Open-ditch sections: 26 feet edge to edge of pavement.

2. Per the City of Manvel Thoroughfare Plan, a minimum 80 feet ROW is required for the following:
   a. Charlotte
   b. Chocolate Bayou
   c. Dogwood Avenue
   d. Iowa Lane
   e. Jordan Road
   f. Rodeo Drive
   g. Uzzell Road

3. Per the City of Manvel Thoroughfare Plan, a minimum 100 feet ROW is required for the following:
   a. Bahler Avenue (CR 100)
   b. Bissell Road
   c. Booth Road
   d. Cemetery Road (Harkey Road)
   e. Clark Road
   f. Lewis Lane
   g. Oil Field Road (County Road 98)
   h. Scopel Road

4. Per the City of Manvel Thoroughfare Plan, a minimum 120 feet ROW is required for the following:
   a. Airline Road (County Road 48)
   b. Bailey Avenue (County Road 101)
   c. Croix Road (Country Road 58)
   d. Del Bello Boulevard (Rodeo Palms Parkway / Belcher / County Road 397)
   e. Kirby Drive
   f. Manvel Parkway (County Road 94)
   g. Markham Road
   h. Masters Road (FM1128 / County Road 67)
   i. McCoy Road (Meridiana / Peters / Patterson / County Road 89 / Old Chocolate Bayou)
   j. Pearland Sites Road (County Road 99 / County Road 143)
   k. Pollard Boulevard (County Road 90)
   l. Southfork Drive (County Road 59)

C. Minimum Thickness and Reinforcement Requirements for Concrete Pavement

The following requirements are the minimum allowable. Pavement thickness and reinforcement shall be designed by the Professional Engineer responsible for the project based on a current soil analysis and recommendations by a qualified geotechnical engineer.

1. For pavement widths less than or equal to 28 feet B/B of curb:
   a. Minimum concrete slab thickness shall be 6 inches with f_c = 4,000 psi, with a minimum of 6 sacks of cement per cubic yard, and reinforcement shall be Grade 60, f_y = 60,000 psi, #4 deformed reinforcing bars spaced at 18 inches center to center both ways and minimum lap lengths of 18 inches. Expansion joints shall be placed at the end of each curb return and at a maximum spacing of 60 feet.
   b. Minimum stabilized subgrade thickness shall be 6 inches.

2. For pavement widths greater than 28 feet B/B and for major arterial thoroughfares:
   a. Minimum concrete slab thickness shall be 7 inches with f_c = 4,000 psi, with a minimum of 6 sacks of cement per cubic yard, and reinforcement shall be Grade 60, f_y = 60,000 psi, #4 deformed reinforcing bars spaced at 18 inches center to center both ways and minimum lap lengths of 18 inches. Expansion joints shall be placed at the end of each curb return and at a maximum spacing of 60 feet on residential and collector streets, and a maximum spacing of 60 feet on boulevards and major thoroughfares.
   b. Minimum stabilized subgrade thickness shall be 8 inches.

D. Subgrade Treatment

Geotechnical Engineer shall base depth of subgrade stabilization on structural number (SN) in conjunction with pavement thickness design. Following is a general guidance for subgrade treatment:

1. For subgrade soil conditions with a clay content of 10.0% or higher and plasticity index (PI) of 10 or more, the subgrade shall be stabilized with lime. Subgrade shall be stabilized with a minimum 6% lime by weight, at required thickness and compacted to 95% standard proctor density. Alternative subgrade stabilization may be substituted when specific recommendations are made by the geotechnical engineer for the project, and when specifically approved by the City Engineer.

2. For subgrade soil conditions containing clean sand with no clay content, the subgrade shall be stabilized with cement.

E. Requirements for Intersections, Turnouts, Transitions, and Thoroughfares

1. At a "T" intersection with a street that has not been improved to its ultimate width, concrete pavement should be stopped either at the right-of-way line or the end of the curb return, whichever would require less concrete removal at a future date.

2. For roadway turnouts placed at an existing street intersection, the turnout should be designed to fit the ultimate pavement width of the intersecting cross street and then transitioned to the existing roadway.

3. The usual transition length for meeting an open-ditch street is 50 feet for street widths less than or equal to 28 feet B/B; 75 feet for 37 feet B/B width; and 100 feet for 41 feet B/B width.
   a. Streets other than concrete shall have transitions with a minimum thickness of 8 inches of lime stabilized subgrade, 6 inches of hot-mix asphaltic concrete base~~, or approved equal,~~ with 2 inches of hot-mix asphaltic (TY D) surfacing.
   b. Concrete streets shall have transitions with a minimum thickness of 6 inches of stabilized subgrade and 6 inches of concrete pavement.

4. When paving only one roadway of a proposed two-roadway thoroughfare (boulevard section) all left-turn lanes and esplanade crossovers shall be paved to the centerline of the street right-of-way.

F. Requirements for Roadway Pavement with existing Open-Ditch Sections

1. No new open-ditch drainage systems are permitted.

2. Minimum grade on ditches shall be 0.20 percent.

3. Ditch capacity shall be designed to handle runoff as determined by the City Drainage Design Requirements.

4. The maximum side slope shall not exceed 3:1.

5. Culverts for roadside ditch only, shall be designed to carry ditch discharge, but not less than 18-inch diameter pipe constructed of reinforced concrete.

6. The radius for cul-de-sac pavement shall be 50 feet in a 60’ radius ROW.

G. Requirements for Roadway Pavement with Curb and Gutter Sections

1. Inlet spacing:
   a. Curb inlets shall be spaced and sized to intercept the calculated runoff for the design storm. The water surface elevation at the inlet shall be less than or equal to the top of curb for the design storm flow.
   b. Maximum travel distance of water in the street to a curb inlet shall be 300 feet on a major thoroughfare and in a commercial area. The maximum travel distance of water in the street permitted in a single-family residential area shall be 500 feet.
   c. Curb inlets should be located on the intersecting side street at an intersection with a major thoroughfare. Locations on the major thoroughfare at intersections shall be specifically approved by the City Engineer.
   d. Curb inlets shall have grate inlets lids.
   e. Backfill around inlets with 1.5 sacks per cubic yard of cement stabilized and to top of first stage inlets.

2. Minimum gutter gradient shall be 0.30 percent.

3. Maximum cut from finished grade at property line to top of curb shall be 1.75 feet.

4. The desired slope for driveways is 2% to 8%. A maximum slope of 10% may be allowed with specific approval of the City.

5. Minimum grade shall be 1 percent fall around intersection turnout for a maximum radius of 25 feet. Grades for larger radius shall be determined on an individual basis.

6. Vertical curves shall be installed when algebraic differences in grades exceed 1 percent. Elevations shall be shown at 10-foot intervals through vertical curves. Maintain a minimum of 0.03-foot elevation change at 10-foot intervals by altering the calculated elevations.

7. The radius for cul-de-sac pavement shall be 50 feet in a 60 feet radius ROW.

8. When a curb and gutter section intersects a drainage ditch, the grade of gutter shall be above the designed water surface of the ditch.

9. Minimum gutter grade for cul-de-sac shall be 0.60 percent.

10. Major thoroughfares shall be in accordance with AASHTO.

11. The amount of cross slope over the pavement section should be shown on the drawings. The usual cross slope is 3/8 inch per foot from curb line to quarter, and 1/4-inch per foot from quarter point to the center line, and 7/8-inch per foot for left-turn lanes.

12. A minimum gradient of 0.40 percent around the longest radius is required on an L-Type street intersection.

13. When meeting an existing curbed street, top of curb grades shall be designed to meet an elevation 6 inches above the existing gutter. At existing inlets, top of curb grades shall be designed to match existing top of curb elevations.

14. Fill lines shall be shown on the drawings. If fill is required and the pavement is adjacent to a nonparticipating property owner, fill easements from this property owner shall be obtained, filed, and a copy of the easements shall accompany the final drawings. Construction of this nature will require back-slope drainage design to prevent trapping storm runoff.

15. Grades should be labeled for all tops of curb. Centerline grades are acceptable for open-ditch sections only.

H. Requirements for Inlets with Curb and Gutter Sections:

1. Type "BB" with grate tops or type "H-2" inlets shall be used on all curb and gutter sections within the City depending on runoff requirements.

2. Inlets should be placed away from the major thoroughfare and on the side streets at street intersections.

3. Attempt to keep the proposed inlets away from esplanade openings and out of major thoroughfare intersections.

4. Inlets shall be placed at the end of pavement in order to eliminate drainage from the pavement gutter into an open-ditch.

5. On open-ditch streets, place stubs with ring grates from inlets to ditches.

I. Requirements for Curbs and Sidewalks:

1. Standard curb height is 4-inches and 12-inches wide for curb located along outside edges of residential streets. Curb height for streets other than residential shall be 6 inches. The curb height for all esplanades shall be 6-inches. Changes in curb heights shall have a minimum transition length of 10 feet.

2. Sidewalk wheelchair ramps are required at all intersections and driveways. The design and installation of such ramps shall comply with Texas Accessibility Standards Architectural Barriers requirements.

3. All sidewalks are to be constructed in accordance with the City of Manvel Standard Details and Master Thoroughfare Plan. The design and installation of such sidewalks shall comply with Texas Accessibility Standards Architectural Barriers requirements.

4. Sidewalks are required along all streets. The developer, prior to the City's final acceptance of the infrastructure, must install sidewalks along reserves and ROW.

5. Sidewalks may be constructed as part of the issuance of a building permit, for single-lot site development projects where a sidewalk is the only required infrastructure construction. For such projects, a certificate of occupancy shall not be issued prior to City's final acceptance of the sidewalk.

6. Generally, public and non-residential sidewalks shall have a width of not less than 5 feet. Along streets that do not have a corresponding street type cross-section in the Master Thoroughfare Plan (including streets with open-ditches), sidewalks shall have a width of not less than 5 feet.

7. Non-residential site development projects within City of Manvel ETJ shall include a sidewalk within the building setback area if a sidewalk is not permitted within the public right-of-way.

8. The location of all proposed and existing sidewalks shall be shown on the construction drawings and plan and profile drawings.

J. Requirements for Miscellaneous Items:

1. The type and amount of subgrade treatment shall be shown on the drawings.

2. Paving headers shall be placed at the end of all concrete pavements.

3. All concrete to be removed shall be saw cut before removal.

4. Sight distance requirements based on the design speed the roadway shall be used for determining lengths of crest vertical curves for all pavements except boulevard sections which shall be designed for 45 mph.

5. Standard City of Manvel barricades shall be placed at the end of all dead-end streets not terminating in a cul-de-sac.

6. Submit to the appropriate drainage agency before City approval.

7. A letter of agreement approving the construction plan crossing is required when paving is placed over a transmission pipeline.

8. When meeting existing concrete pavement, horizontal dowels shall be used if no exposed reinforcing steel for interconnection with new pavement exists. Horizontal dowels shall be Grade 60, #6 rebar, 24-inches long, drilled and embedded 12-inches into the center of the existing slab and epoxied. Dowels shall be 18 inches center to center, unless otherwise specified.

9. When concrete is removed for interconnections, the pavement shall be saw-cut, and existing concrete removed, to expose a minimum of 15-inches of reinforcing steel. If no reinforcing steel exists, use horizontal dowels as previously described.

10. Dead-end streets or ends of concrete slabs designed to be extended in the future shall have paving headers and 15-inches of reinforcing steel exposed beyond the pavement, coated with asphalt and wrapped with burlap or paving headers and dowel type expansion joint for future pavement tie.

11. Pavement extensions shall connect to the existing pavement with a pavement undercut and a minimum steel overlap of 18-inches.

12. Concrete pavement thickness design is required for all pavement within industrial areas and on major thoroughfares. Concrete pavement thickness design shall be based on AASHTO design procedures for rigid pavements.

13. The pavement structure for each roadway shall be designed based on soil data from the site and based on the anticipated traffic volume, loading and service life of the proposed pavement structure. The design engineer is responsible for ensuring that the pavement structure is designed to withstand the anticipated loads that are expected on the roadway.

14. Adjust manhole frames and covers within the limits of the pavement to meet the proposed final top of slab.

15. Adjust manhole frames and covers outside the limits of the pavement to conform to the final grading plan.

16. No more than one (1) shrinkage crack shall be allowed in each header section. A shrinkage crack is defined as extending one half or more of the full depth of the concrete (i.e., 3” or more on 6” thick concrete) appearing within 2 years of the final concrete placement. If two (2) or more shrinkage cracks appear in a header, the entire section shall be removed and replaced at contractor’s expense. No more than three (3) shrinkage cracks allowed in each 20’ section of curb. The contractor is allowed to seal cracks but may be required to remove sections near the end of warranty period.

17. If shrinkage cracks are less than one half of the depth of the concrete (i.e., less than 3” on 6” thickness) then a recommendation letter and data sheets are required from the testing laboratory as to the type of sealant which will be used to seal the shrinkage cracks. This recommendation shall be approved by the City Engineer before application of sealant.

18. Core samples for the sections will be taken no sooner than the twenty-eight (28) day break of the original concrete pour sample.

19. All medians must be sleeved for future irrigation lines.

20. Refer to MUTCD for pavement and curb markings near stopping points, crosswalks, etc.

21. All under-pavement utility crossings to be sleeved.

22. Manholes, fire hydrants and water valves shall not be located within a driveway, sidewalk, or street.

K. Original Manvel Townsite

1. The Original Manvel Townsite (OMT) area is bounded by Cemetery Road on the east, ~~Large Drive~~Lewis Lane on the north, McCoy Road on the west, and ~~the railroad tracks (sitting just north of Bissell Road),~~ Jordan Road on the south.
2. The special regulations in this section shall apply to lots in the OMT zoned Light Commercial or Planned Unit Development (PUD) allowing for commercial land use, where the lot is five (5) acres or less.
3. Roads in the OMT may be constructed with a minimum 26-feet wide asphalt (instead of concrete), with a minimum thickness of 8 inches of lime stabilized subgrade, 6 inches of hot-mix asphaltic concrete base, and 2 inches of hot-mix asphaltic (TY D) surfacing.
4. Roadside ditches (open ditches) are permitted in the OMT.

1.05 APPURTENANCES – Reserved

1.06 SUBMITTALS – Reserved

1.07 QUALITY ASSURANCE.

A. All construction drawings and specifications shall be prepared by or under the supervision of a currently Registered Professional Engineer of the State of Texas, and all documents shall be sealed, dated, and signed by the engineer responsible for their preparation.

B. All geotechnical work shall be performed by or under the supervision of a currently Registered Professional Engineer of the State of Texas disciplined in the science of soil analysis. All reports and documents shall be sealed, dated, and signed by the engineer responsible for their preparation.

C. The designated laboratory technician must be on the jobsite at all times during the placement of concrete.

2.0 EXECUTION

2.01 RESEARCH REQUIREMENTS – Reserved

2.02 DESIGN ANALYSIS

A. All pavement design shall be supported by calculations to establish the required thickness and reinforcement.

B. The current soils report shall be the basis for design considering the use, loading, and life span of the proposed pavement.

C. Storm sewer inlets shall be established in such numbers and in such locations as to effectively drain storm water from paved sections. A graphical plot and calculations of the hydraulic gradient shall be furnished by the design engineer.

D. Open-ditch drainage shall be designed to accommodate the anticipated storm runoff, and all culverts shall be designed to accommodate the expected ditch capacity. Construction drawings shall indicate the direction of flow in the ditches, and profiles of the ditches shall reflect this slope. Anticipated volumes of storm drainage shall be identified in each ditch to enable future culverts to be sized to accommodate anticipated runoff.

SECTION 5
DRAINAGE

1.0 GENERAL

1.01 CHAPTER INCLUDES:
Criteria for the design of storm drainage improvements.

A. Design requirements - The drainage criteria administered by the City of Manvel and complemented by Brazoria County for newly designed areas provides protection from structural flooding from a 100-year storm event. This is accomplished with the application of various drainage enhancements such as storm sewers, roadside ditches, open channels, detention and overland (sheet) runoff. The combined system is intended to prevent structural flooding from extreme events up to a 100-year storm.

B. Street Drainage - Street ponding of short duration is anticipated and designed to contribute to the overall drainage capability of the system. Storm sewers and roadside ditch conduits are designed as a balance of capacity and economics. These conduits are designed to convey less intense, more frequent rainfalls with the intent of allowing for traffic movement during these events. When rainfall events exceed the capacity of storm sewer system, the additional run-off is intended to be stored or conveyed overland in a manner that reduces the threat of flooding to structures.

C. Flood Control - The City of Manvel is a participant in the National Flood Insurance Program. The intent of the flood insurance program is to make insurance available at low cost by providing for measures that reduce the likelihood of structural flooding.

D. Relationship to the Platting Process - Approval of storm drainage is a part of the review process for planning and platting of new development.

1.02 REFERENCES

A. City of Manvel Flood Damage Prevention Ordinance subsequent revisions.

B. Brazoria County Design Criteria Manual

1.03 DEFINITIONS

Conduit - any open or closed device for conveying flowing water.

Drainage Area Map - Area map of watershed, which is subdivided to show each area served by each subsystem.

FEMA - Federal Emergency Management Agency

Hydraulic Grade Line - A line representing the pressure head available at any given point within the drainage system.

In-Fill Development - Development of open tracts of land in areas where the storm drainage infrastructure is already in place and takes advantage of the existing infrastructure as a drainage outlet.

Public storm sewers - Defined as sewers and appurtenances that provide drainage for a public right-of-way, or more than one private tract, and are located in public right-of-way or easement. Private storm sewers provide internal drainage for a reserve or other tract. Private storm sewer connections to public storm sewers shall occur at a manhole or at the back of an inlet. All private storm sewers shall be constructed in conformance with these standards.

Rainfall frequency- Probability of a rainfall event of defined characteristics occurring in any given year. The National Weather Service publishes information on rainfall frequency. For the purpose of storm drainage design, the following frequencies are applicable:

1. 5-year frequency – a rainfall intensity having a 20 percent probability of occurrence in any given year, or nominally likely to occur once every 5 years.
2. 10-year frequency – a rainfall intensity having a 10 percent probability of occurrence in any given year, or nominally likely to occur once every 10 years.
3. 25-year frequency – a rainfall intensity having a 4 percent probability of occurrence in any given year, or nominally likely to occur every 25 years.
4. 100-year frequency - a rainfall intensity having a 1 percent probability of occurrence in any given year, or nominally likely to occur every 100 years.

Redevelopment - A change in land use that alters the impervious cover from one type of development of either the same type or another type, and takes advantage of the existing infrastructure in place as a drainage outlet.

Sheet Flow - Overland storm run-off that is not conveyed in a defined conduit, and is typically in excess of the capacity of the conduit.

1.04 DESIGN REQUIREMENTS

All designs of drainage facilities should meet the requirements of the City of Manvel Standard Specifications and Standard Drawings.

A. Determination of Run-off

1. Design Storm Events - All drainage improvements shall be designed for the following storm frequencies:

Road Side Ditch	5 years
Storm Sewers	5 years
Channels/Storm Sewers/Culverts draining 100 acres or less	25 years
Bridges	100 years
Creeks/Channels/Culverts draining 100 acres or more	100 years

2. The Rational Method shall be used for determining the peak flow rate in the sizing of all drainage improvements.

   a. Time of Concentration (minutes) is the time required for peak runoff from the entire upstream contributing area to reach the point of interest. Time of concentration can be calculated based upon an analysis of the actual travel time

from the most remote point in the drainage area. The travel path should be clearly denoted and a sketch included in the design calculations.

t_c = D/60V + 10 (minutes)
D = flow distance (ft)
V = flow velocity (ft/sec)

For purposes of calculating t_c, use the following velocities:

V = 0.5 ft/sec for overland flow (undeveloped)
V = 1.0 ft/sec for overland flow (developed)
V = 1.5 ft/sec or flow across paved surfaces or along gutter flowlines.
V = 2 ft/sec for flow in ditch or channel
V = 3 ft/sec for flow in storm sewer

b. Rainfall Intensity (inches/hour) shall be calculated using the following formula:

$$I = \frac{b}{(d + t_c)^e}$$

Values to be used in Manvel are listed below:

Rainfall Frequency	b	d	e
5-year	58.019	9.236	0.712
10-year	57.515	7.777	0.676
25-year	52.780	5.022	0.618
100-year	46.316	1.555	0.533

b, d, and e values are derived from a single frequency rainfall intensity graph.

b = the y-intercept of the straight line
d = a constant used to adjust the relationship to plot as a straight line
e = the slope of the straight line

Source: Brazoria County Drainage Criteria Manual May 2022

c. The Rational Method is a method for calculating the peak run-off for a storm drain system. The formula for determining the peak flow rate is:

$$Q = C_f CIA$$

Q = Flow rate (cubic feet per second (cfs))
C_f = Frequency factor, if the product of C_f and C exceeds 1.0, use 1.0
C = Runoff Coefficient
I = Rainfall intensity (inches/hour) for a given storm frequency
A = Area (acres)

For the purposes of calculating C_f use the following values:

C_f = 1.00, for storm frequencies of 10 years or less
C_f = 1.10, for storm frequencies of 25 years

C_f = 1.25, for storm frequencies of 100 years

For the purposes of calculating C use the following values:

Land Use Type	Run-off Coefficient
Raw Undeveloped Acres	0.20
Improved Undeveloped Acres (i.e., mowed, filled, re-graded, etc.)	0.30
Park Land	0.40
Residential:	
Single Family Estates (≥ 2 acres)	0.45
Single Family Estates (≥ 1 acre)	0.50
Single Family (< 1 acre)	0.55
Garden Homes	0.65
Multi Family Low	0.75
Multi Family Medium	0.80
Multi Family High	0.85
Mobile Homes	0.85
Commercial	0.90
Industrial	0.95
Pond (detention and amenity)	1.00

Alternatively, the run-off coefficient "C" in the rational method formula can be calculated from the equation:

$$C = 0.6Ia + 0.2$$

C = watershed coefficient
Ia = impervious area/total area

If the alternate form is to be submitted, the calculation of C shall be provided as part of the drainage calculations.

B. Design of storm sewers

1. Design Frequency
   a. Newly Developed Areas
   The design storm event for sizing storm sewers in newly developing areas will be a 5-year rainfall. In the case where new development will interfere with the natural sheet flow of the land, the storm system must accommodate the runoff. Runoff should not be allowed to run over newly developed lots or streets. Stub out streets next to underdeveloped areas are to stub out storm lines to the limits of the streets.
   b. Redevelopment or In-fill Development
   The existing storm drain will be evaluated using a 5-year storm, assuming no development takes place. The storm drain will be evaluated with the development in place.
      (1) If the proposed redevelopment has a lower or equal impervious cover, no modifications to the existing storm drain are required.
      (2) If the hydraulic gradient of the existing storm drain is below the top of the curb, no improvements to the existing storm drain are required.

c. Private Drainage Systems

Storm sewers for private drainage systems should conform to the City of Manvel Standards for public drainage systems.

(1) An approved development permit must be filed with the City of Manvel before any work shall be done on a private drainage system. Part of the development permit include a plan and profile sheets detailing the scope of the work including elevations.

(2) Open ditch areas may be converted into storm sewer lines with the approval of a development permit. Guidelines for the process are available at the City of Manvel.

2. Velocity Considerations

a. All storm drains shall be designed by the application of Manning's Equation and the Continuity Equation:

Manning's Equation: $V = (1.486/n) R^{2/3}S^{1/2}$

V = velocity (ft/sec)
R = hydraulic radius (area in square feet/wetted perimeter in feet)
S = slope of energy line in feet
n = coefficient of roughness
- n = 0.013 for concrete pipes,
- n = 0.024 for CMP
- n = 0.011 for PVC
- n = 0.012 for HDPE

Note: All public storm sewers must be constructed of RCP. Manning's roughness coefficients for CMP, PVC, and HDPE are to be used for private storm sewers only. All storm sewer pipes entering City of Manvel ROW shall be RCP.

Continuity Equation: $Q = VA$
Q = discharge (cfs)
V = velocity (ft/sec)
A = cross sectional area of conduit (ft^2)

b. Design velocities shall be 3 feet per second with the pipe flowing full.

c. Maximum velocities shall not exceed 7 feet per second.

d. Minimum Storm Sewer Pipe Slopes:

Pipe Diameter	**% Slope**
18	0.26
24	0.18
30	0.14
36	0.11
42	0.08
48	0.07
54	0.06
60	0.05

For pipe sizes not listed above, the minimum slope should be determined utilizing a design velocity of 3 fps.

3. Pipe Sizes and Placement

   a. Use the storm sewer and inlet leads with at least 24-inch inside diameter or equivalent cross section. Box culverts shall be at least 2 feet x 2 feet. Closed conduits: circular, elliptical, or box, shall be selected based on hydraulic principals and economy of size and shape.
   b. Larger pipes upstream should not flow into smaller pipes downstream unless construction constraints prohibit the use of a larger pipe downstream, or the improvements are outfalling into an existing system, or the upstream system is intended for use in detention.
   c. Match crowns of pipe at any size change unless severe depth constraints prohibit.
   d. Locate storm sewers in public street rights-of-way or in parallel and adjoining easements or in approved easements. Easements must be at least 20-feet wide and the storm sewer must be centered in the easement. Side and back lot easements are discouraged.
   e. Follow the alignment of the right-of-way or easement when designing cast in place concrete storm sewers.
   f. A straight line shall be used for inlet leads and storm sewers.
   g. Center culverts in side lot storm sewer easements.
   h. Storm boxes may substitute for pipes when workable space is an issue.

4. Starting Water Surface and Hydraulic Gradient
   a. The hydraulic gradient shall be calculated assuming the top of the outfall pipe as the starting water surface.
   b. At drops in pipe flowline, should the upstream pipe be higher than the hydraulic grade line, then the hydraulic grade line shall be recalculated assuming the starting water surface to be at the top of pipe at that point.
   c. For the design storm, the hydraulic gradient shall at all times be below the gutter line for all newly developed areas.
   d. Hydraulic grade lines shall be shown on all profile drawings.

5. Manhole Locations

   Use manholes for precast conduits at the following locations:
   a. Size or cross section changes.
   b. Inlet lead and conduit intersections.
   c. Changes in pipe grade.
   d. Street intersections.
   e. A maximum spacing of 500 feet measured along the conduit run.
   f. Manholes shall be placed so as not to be located in the driveway area nor parking stalls.

6. Inlets
   a. Locate inlets at all low points in gutter.
   b. Valley gutters across intersections are not permitted.
   c. Inlet spacing is generally a function of gutter slope. For minimum gutter slopes, the maximum spacing of inlets shall result from a gutter run of 500 feet from high point in pavement or the adjacent inlet on a continuously graded street section, with a maximum of 1000 feet of pavement draining towards any one inlet location.
   d. Use only Standard Inlets:

Inlet	**Application**	**Capacity**
Type A	Parking Lots/Small Areas	2.5 cfs
Type B-B	Residential	5.0 cfs
Type D	Parking Lots	2.0 cfs
Type E	Roadside ditches	20.0 cfs
Type H-2	Residential / Commercial	5.0 cfs

   e. Do not use "Beehive" grate inlets or other "specialty" inlets.
   f. Do not use grate top inlets in unlined roadside ditch.
   g. Place inlets at the end of the proposed pavement, if drainage will enter or leave pavement.
   h. Do not locate inlets adjacent to esplanade openings.
   i. Place inlets on side streets intersecting major streets, unless special conditions warrant otherwise.
   j. On-grade inlets shall be allowed.
   k. Avoid inlets in the areas designed for parking stalls, when possible.

C. Consideration of Overland Flow

1. Design Frequency. The design frequency for consideration of overland sheet flow shall consider extreme storm events, which exceed the capacity of the underground storm sewer system resulting in ponding and overland sheet flow through the development to the primary outlet.

2. Relationship of Structure to Street. All structures shall be constructed according to the Flood Damage Prevention Ordinance and should be higher than the highest level of ponding anticipated from the extreme event analysis.

3. Calculation of Flow
   a. Streets will be designed so that consecutive high points in the street will provide for a gravity flow of drainage to the ultimate outlet.
   b. The maximum depth of ponding at high points will be the top of curb or the centerline of roads without curb.
   c. The maximum depth of ponding at low points will be 12-inches above the gutter on curb and gutter roads, or 6 inches above the centerline of roads without curb.
   d. Sheet flow between lots can be provided only through a defined drainage easement.
   e. A map shall be provided to delineate extreme event flow direction through a proposed development and how this flow is discharged to the primary drainage outlet.
   f. In areas where ponding occurs and no sheet flow path exists, then a calculation showing that run-off from the 100-year event can be conveyed and remain in compliance with the other terms of this section must be provided.
   g. The maximum ponding width along 2-lane roadway (1 lane in each direction) shall be ½ half lane. The maximum ponding width along any roadway with 2 lanes or more in each direction shall not exceed one full lane per direction.

4. Overland Flow shall enter outfall drainage facilities (channels or detention pond) through a storm sewer sized to convey the 100-year event. Calculations shall be submitted for sizing the structure and determining that adequate inlet capacity exists.

D. Design of Open Channels

1. Design Frequency
   a. Open channels shall be designed according to methods described in the corresponding Drainage District's Design Criteria Manual.
   b. Design standards for channel construction should follow the requirements specified in the corresponding Drainage District's Design Criteria Manual.
   c. Design standards for the outfalls into channels should conform to those in the corresponding Drainage District's Design Criteria Manual.

2. Determination of Water Surface Elevation.
   a. Water surface elevations shall be calculated using Manning's Equation and the Continuity equation.
   b. For the design storm event, the water surface should be calculated to remain within banks and below freeboard.

3. Design of Culverts
   a. Head losses in culverts shall conform to TxDOT requirements.
   b. Generally, only RCP will be approved for culverts in City right-of-way.

E. Design of Roadside Ditches

1. Design Frequency
   a. The design storm event for the roadside ditch shall be to 0.5 feet below the edge of pavement or the natural ground at the right-of-way line, whichever is lower.
   b. Design capacity for a roadside ditch shall be to 0.5 feet below the edge of pavement or the natural ground at the right-of-way line, whichever is lower.
   c. The design must include an extreme event analysis to indicate that structures will not be flooded.

2. Velocity Considerations
   a. For grass-lined sections, the design velocity shall be 2.0 feet per second during the design event. The maximum velocity shall be 5 fps.
   b. A grass-lined or unimproved roadside ditch shall have side slopes no steeper than three horizontal to one vertical.
   c. Minimum grades for roadside ditches shall be 0.2-foot per 100-foot.
   d. Calculation of velocity will use a Manning's roughness coefficient of 0.040 for earthen sections and 0.025 for ditches with paved inverts.
   e. Use erosion control methods acceptable to the City when design velocities are expected to be greater than 3 feet per second.

3. Culverts
   a. Culverts will be placed at all driveway and roadway crossings, and other locations where appropriate.
   b. Culverts will be designed assuming inlet control.
   c. Roadside culverts are to be sized based on drainage area. Calculations are to be provided for each block based on design criteria presented in this manual.
   d. Cross open channels with roadside culverts no smaller than 18 inches in diameter or equivalent. The size of culvert used shall not create a head loss of more than 0.20 feet greater than the normal water surface profile without the culvert.
   e. Use erosion control methods acceptable to the City when design velocities are expected to be greater than 3 feet per second.
   f. Sloped end treatments (S.E.T.) must be placed at all driveways. If S.E.T.'s cannot be used due to space constraints, the culvert must be extended 12" on each side of the driveway. A head wall may be used to replace the extension of the culverts.
   g. HDPE culverts may be used under residential driveways and between residential driveway culverts, but not under street crossings. All street culverts to be RCP or RCB.

4. Depth and Size Limitations
   a. Residential streets - maximum depth not to exceed 3 feet from edge of pavement.
   b. Roadside ditch bottoms should be at least 2 feet wide.
   c. Ditches in adjoining and parallel easements shall have the top of bank not less than 2 feet from the outside easement line.
   d. Roadside ditch side slopes shall not exceed 3 horizontal to 1 vertical.

5. Roadside open-ditch drainage systems will be permitted only within the Original Manvel Townsite, or with City Council approval.

6. Existing roadside open-ditch drainage systems adjacent to new developments to be converted to underground storm sewer system by said developer.

F. Design of Outfalls

1. Shall conform to the corresponding Drainage District's Design Criteria Manual.

2. Detention pond and storm sewer outfalls shall be placed one foot above the flowline of the receiving channel.

3. Outfalls shall be placed 6 inches above the flowline of the receiving roadside ditch.

4. Wet detention ponds may be connected by a submerged pipe.

5. Outfalls must have a means to control erosion and washouts (i.e., concrete paving, interlocking blocks). Riprap is not acceptable.

G. ~~Storm Water~~ Detention and Mitigation

The purpose of storm water detention is to mitigate the effect of new development on an existing drainage system. As a one time credit, ~~If~~ if 20% or less of the entire property (single SFR lot, not subdivision) will be affected by new impervious cover, then a new or revised drainage plan will not be required outside of the floodplain.

1. Application of Detention.
   a. As a normal consideration, storm water detention is required. The use of on-site detention is required in order to mitigate potential damage to existing structures unless the current infrastructure is improved, or the City has developed a plan for a detention facility to serve the overall area.
   b. Design calculations for sizing the detention basin and related structures must be performed by the applicable method described in the following sections.
   c. All calculations shall be sealed and signed by a Registered Professional Engineer.
   d. A concrete parking lot may be used as part of the detention system, provided that the maximum depth of water over the inlet does not exceed nine (9") inches and the maximum depth in the parking stall does not exceed six (6") inches.
   e. The Rational Method can be used for determining the peak release rate and the peak inflow rate for a detention pond.

2. Calculation of Detention Volume
   a. The Modified Rational Method may be used to determine the detention storage volume for developments that are 5 acres or smaller.
   b. A simplified method may be used for determining the amount of detention volume required based upon a rate of 0.65 acre-feet per gross acre. This method may only be used for developments less than 100 acres.
   (i.e., 5-acre site x 0.65 = 3.25 acre-feet)
   c. The Triangular Hydrograph method may be used for determining the amount of detention volume required for development of 100 acres or less.
   d. The Unit Hydrograph Method (Small Watershed Method), which calculates the required detention storage volume by determining the difference in volumes between the inflow and outflow hydrographs, may be used for developments less than 100 acres.
   e. For developments with more than 100 acres, a detailed hydrologic analysis utilizing the HEC-HMS, HEC-RAS Flood Hydrograph method will be required.

3. Floodplain Mitigation
   a. For properties located in AE Flood Zone, mitigation will be required at a 1:1 ratio for fill placed below the Base Flood Elevation.
   b. For properties located in AO Flood Zone, mitigation will be required at a 1:1 ratio for fill placed below the Base Flood Depth.

4. Calculation of Outlet Size
   a. Outfalls, which utilize a restrictor to control outflow, shall use the orifice equation.
   b. Reducer or Restrictor Pipes shall be sized as follows:
      (1) Use the following equations to calculate the required outflow orifice:

      Area of pipe = $\pi d^2/4$

      $Q = CA\ (2\ gh)^{1/2}$

      $D = Q^{1/2} / 2.25\ h^{-1/4}$

      Q = outflow discharge in cfs.
      C = 0.8
      h = water surface differential (ft)
      D = orifice diameter (ft)
      A = area of pipe (ft^2)
      g = gravity (32.2 ft/s^2)

      (2) For head differential in systems outfalling into a roadside ditch or storm sewer use actual head loss or 1-foot whichever is greater. For all other discharge conditions use 2 feet or difference of 100-year water surface elevation and elevation of 25-year storm in receiving channel, whichever is greater.
      (3) For detention systems outfalling into a public storm sewer, the restrictor shall be sized based upon the peak 5-year developed flow.
      (4) For detention systems outfalling into a public roadside ditch, the restrictor shall be sized based upon the peak 5-year undeveloped flow.
      (5) For detention systems outfalling into creeks, channels or storm sewers sized to carry the 25-year or 100-year storm, the restrictor shall be metered to release the 5-year, 25-year and 100-year undeveloped flows.
      (6) Restrictor shall be either the required diameter or the equivalent cross-sectional area. The orifice diameter "D" shall be a minimum of 6 inches.
      (7) Detention ponds less than one (1) acre in size shall have a minimum of 4 inches of freeboard. All ponds one (1) acre or larger in size shall have at least one (1') foot of freeboard. When a parking lot is used for detention per 1d. above, freeboard is not required within the parking lot. Freeboard shall be measured from the maximum 100-year water surface elevation and shall not be used in the calculation of storage or mitigation.

5. Detention Pond Structural Requirements
   a. Side slopes shall not exceed a slope of 4 horizontally to 1 vertically.
   b. Dry ponds with lengths over 50 feet shall have a concrete pilot channel.
   c. Concrete pilot channels shall have a minimum width of 4 feet and a minimum thickness of 4 inches with #3 rebar spaced at 12 inches on center each way. The concrete channels shall be constructed of 5-sack cement concrete with a compressive strength of 2500 psi at 28 days. Provide a 1-inch depression per every 1-foot of transverse slope with redwood headers spaced every 40 feet.
   d. Appropriate covering (grass, slope paving, etc.) shall be established on side slopes and pond bottom to prevent erosion during periods of maximum water velocity.
   e. A concrete gravity spillway, set at the maximum ponding elevation, shall be provided at the detention pond outfall structure.
   f. Wet detention ponds and ponds with vertical walls shall provide access for safety and maintenance purposes. Wet detention systems shall have a method in-place to minimize stagnation, such as an aeration system.
   g. Dry detention ponds shall not be designed with less than two feet of depth.

6. Ownership and Easements

~~a. Pumped floodplain mitigation facilities are not allowed.~~

~~b. Pumped detention facilities may be allowed by City Council on a case-by-case basis with the following criteria:~~

~~1) For Non-Residential Developments Only.~~

~~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) At least 50% of the required detention is achieved by a gravity system.~~

~~5) The corresponding Drainage District approves the pump facility.~~

~~b~~a. Maintenance responsibility of the detention facility must be indicated on the plat~~.~~

a. Property owner is responsible for the operation and maintenance of the pond.

~~a.~~b. If property is sold, responsibility for operation and maintenance of the pond is transferred to the new owner.

~~c~~d. All properties being served shall have drainage access to the pond.

~~d~~e. A maintenance agreement must be provided when multiple tracts are being served.

~~e~~f. A maintenance berm must be provided around all sides of detention and floodplain mitigation facilities.

(1) The minimum maintenance berm width for dry ponds is 15 feet.

(2) The minimum maintenance berm width for wet ponds is 20 feet.

~~f~~g. All non-residential detention ponds shall have a perimeter fence.

7. Off-Site Detention

Off-site detention, such as regional or sub-regional detention, may be used provided:

a. The detention facility is in the same watershed or sub-watershed as the developer's site.

b. The drainage area is less than 100 acres.

c. Excess detention capacity may not be used for mitigation of fill in the flood plain.

d. The Developer provides conveyance to the detention facility without having a detrimental effect on any adjacent properties.

e. If conveyance is directed through properties not directly owned by the developer, an executed contract or recorded deed between the parties agreeing to the said conveyance must be presented.

f. This procedure is approved by both the City and the corresponding drainage entity during preliminary plan review.

g. It is the desire of the City of Manvel that regional detention be utilized when available. If new development is within the service area of a publicly owned or operated regional storm water detention facility, connection to such regional facility shall be as required by the drainage master plan applicable to such facility.

8. Redevelopment and Additions

a. Additional impervious cover may be added to an existing single-family residential lot (1-time allowance), provided that the cumulative increase does not exceed 20% of the original impervious cover for that lot.

b. A drainage plan and detention calculations will be required for any proposed improvements, additions, or redevelopment in excess of the 20% impervious cover allotment.

c. All commercial and non-residential new developments, additions, or redevelopment will require a new or revised drainage plan for additional impervious cover.

9. Pump Systems
   a. Pumped floodplain mitigation facilities are not allowed.
   b. Pumped detention facilities may be allowed by City Council on a case-by-case basis, but only with the following criteria:
      1) For Non-Residential Developments Only.
      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) At least 50% of the required detention is achieved by a gravity system.
      5) The corresponding Drainage District has approved the pump facility.

1.05 RESERVED

1.06 SUBMITTALS

A. Preliminary Design - Submit for Review and Comment

One-line drawings are required as part of the platting process and include:
1. Approximate definition of lots and street patterns.
2. The approximate drainage areas for each system.
3. A definition of the proposed drainage system by single line.
4. The proposed pipe diameters.
5. Any proposed drainage easements.
6. Floodplain boundary, if any.

B. Final Design - Submit the Following for Approval

1. Copies of any documents which show approval of exceptions to the City design criteria.
2. Design calculations for storm line sizes and grades, and for detention facilities, if any.
3. Design calculations for the hydraulic grade line of each line or ditch, and for detention facilities, if any.
4. Contour map and drainage area map of the project.
5. Plan and profile sheets showing storm water design (public facilities only).
6. Projects located within a Flood Plain boundary or within a Flood Plain Management area shall show the Flood Plain boundary or Flood Plain area, as appropriate, on the one-line drawing or drainage area map.
7. Soil boring logs.
8. All drainage plans shall have a current FEMA flood zone determination statement.

C. Signature - Submit the Following for Approval

1. Review prints.
2. Original drawings.
3. Storm water detention maintenance agreement letters.

1.07 QUALITY ASSURANCE

A. Prepare calculations and construction drawings under the supervision of a Professional Engineer trained and licensed under the disciplines required by the drawings. The final construction drawings and all design calculations must be sealed, signed, and dated by the Professional Engineer responsible for the development of the drawings.

B. Prior to release of the maintenance bond (and in conjunction with the final walk-thru), the developer shall have all storm sewer lines (within the project boundary) inspected with television equipment. Any pipe settlement which causes excess ponding of water in pipeline, any misaligned joints, or other defects shall be cause for rejection. The developer shall provide the City with one copy of the TV videotape and one copy of the TV inspection report. For each segment, the video tape and corresponding written report shall clearly identify:

1. Each line segment being inspected.
2. The size and type of pipe being inspected.
3. Accurate footage of the line segment inspected.
4. Deficiencies in materials, alignment, pipe grade, or any other apparent deficiencies.

2.0 EXECUTION

2.01 RESEARCH REQUIREMENTS – Reserved

2.02 DESIGN ANALYSIS

A. All projects shall be tied to National Geodetic Survey (NGS) Datum adjustment, which matches the Federal Emergency Management Agency (FEMA) rate maps or the most current NGVD, which matches the FEMA rate maps. In the event GPS surveying is used to establish benchmarks, at least two references to benchmarks relating to the FEMA rate maps must be identified. Equations may be used to translate other datum adjustments to the required adjustment.

B. Plan sets will include a drainage area map, which shall contain all storm sewer drainage calculations as determined by the Rational Method.

C. All drainage systems for curb and gutter pavements shall be underground closed conduits; individual residential lot drainage is exempt. Drainage systems for pavements without curb and gutter shall be roadside open-ditch sections.

D. Soil boring with logs shall be made along the alignment of all storm sewers having a cross section equal to or greater than 72 inches in diameter or equivalent cross section area. Boring should be taken at intervals not to exceed 500 linear feet and to a depth not less than 3 feet below the flow line of the sewer. The required bedding will be determined from the soil boring.

E. Plan sets shall include the 5-year Hydraulic Grade Line for storm sewers and roadside ditches on the plan and profile sheets. They shall also include the 100-year ponding depth on the plan and profile sheets.

F. Pumped floodplain mitigation facilities are not allowed.

G. Pumped detention facilities may be allowed by City Council on a case-by-case basis with the following criteria:
1. For Non-Residential Developments Only.
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. At least 50% of the required detention is achieved by a gravity system.
5. The corresponding Drainage District approves the pump facility.

SECTION 6
SITE DEVELOPMENT

1.0 GENERAL

1.01 CHAPTER INCLUDES: Site Development

1.02 REFERENCES

A. City of Manvel Zoning Ordinance.

B. City of Manvel Subdivision Ordinance.

1.03 DEFINITIONS

Commission – Planning, Development and Zoning Commission

1.04 DESIGN REQUIREMENTS

A. Site Development Requirements

1. General Requirements
   a. Site development plans for all site developments within the City of Manvel and its ETJ shall be approved by the City prior to construction.
   b. Site developments, not including single family residential, shall include any project that affects public water, wastewater, storm drainage, or paving facilities.
   c. All site developments shall conform to the requirements of these Standards and applicable rules and regulations of the City of Manvel.
   d. All wastewater, drainage and paving site development improvements shall be privately owned, operated and maintained up to and including the connection to the public system.
   e. All water site development improvements shall be privately owned, operated and maintained up to, but not including, the meter and meter vault.
   f. Restore the City of Manvel ROW to existing or better condition.
   g. Private utilities and service lines shall be placed in an easement or on the property being served.
   h. Hours of Construction are 7:00 AM to 9:00 PM, Monday through Saturday.
   i. As-Built Construction Plans (Record Drawings) and a Two-Year Maintenance Bond (in the amount of 100% of the cost of the infrastructure improvements, valid two years from the date the infrastructure is accepted by City Council) shall be required for all public improvements being dedicated to the City.

2. Design Review Requirements for Site Development Plans.
   a. All site development plans for proposed developments shall be submitted to the City for approval prior to construction. Site development plans shall show all proposed water, wastewater, paving, parking, drainage, street signage, streetlight locations, flood protection facilities, and sidewalks with approved ADA ramps locations.

b. A traffic impact study shall be required for any development proposal expected to generate traffic volumes that will significantly impact the capacity and/or safety of the street system. All proposed developments ~~generating volumes of 5,000 trips per day or greater shall meet this criterion~~meeting the following criterion will be required to submit a Traffic Impact Analysis:~~.~~

1. 1,000 trips per day
2. 100 trips per peak hour
3. 100 acre site or larger

~~–~~The trip estimate shall be based on the latest version of the Institute of Transportation Engineers, Trip Generation Manual.

c. A TIA Worksheet will be required to be completed and submitted for all new development within the City of Manvel to verify the need for a full traffic study.

d. A City may require a full traffic study for any development.

e. The developer should first schedule a Pre-Development Meeting (PDM) with the City of Manvel. At this meeting, the developer should be able to discuss infrastructure issues and the feasibility of developing the site.

f. The next step is to prepare the Civil site plan submittal to be reviewed by staff. The submittal for the site plan requires electronic copy and 3 hard copies of:

1. Site Plan
2. Landscaping Plan
3. Elevation Plan
4. Drainage Plan
5. Utility Plan
6. Grading Plan
7. Storm Water Pollution Prevention Plan

To be provided to Permits Department staff with relevant application forms. The City will typically respond within 2 to 4 weeks of the initial submittal.

g. Submittal to the appropriate drainage agency is required.

h. Electronic copy of site development plans shall be submitted to the Permits Department with relevant application form for Building Official‘s review. The City will typically respond within 2 to 4 weeks of the initial submittal.

3. Building Slab Elevations - Minimum building slab elevations shall conform to the requirements of the City of Manvel Flood Damage Prevention Ordinance.

4. Water Service - Water service lines and meters shall be sized in accordance with requirements set out in Section 3 of the Design Criteria Manual.

5. Sanitary Sewer Service - Sanitary sewer service leads are normally installed during construction of the public sanitary sewer. When a sanitary sewer service lead is to be installed for a site development, refer to the Wastewater Collection System Design Requirements. All lots, tracts, or reserves shall be connected directly to a public sanitary sewer by a single lead. The City shall be contacted for all sanitary sewer connections for commercial projects within the City.

6. Site Drainage Requirements - All commercial, industrial, office, recreational, and multi-family tracts shall have an internal drainage system. The internal drainage system shall connect all site runoff into a storm sewer system that shall connect to the public drainage facilities in the area, except with specific approval.
   a. The internal site storm sewer shall be connected to a public storm sewer and a manhole or at an inlet adjoining the site. The site drainage outfall shall be connected to the nearest existing drainage system with adequate capacity to serve the drainage area. Where extension of the existing drainage system is required, all costs for extension shall be the responsibility of the development.
   b. All internal facilities shall be designed by a Registered Professional Engineer and shall be sized to drain the site in accordance with these standards.
   c. Drainage calculations shall be submitted with all site development plans. Other supporting data may be required by the City.
   d. When the site drains directly into a Brazoria County facility and/or into a highway right-of-way, the appropriate governmental entity (entities) shall approve the site development connection to public facilities.

7. Driveways
   a. It is desirable to minimize the number of driveways on all streets in order to reduce the number of conflict points and facilitate traffic flow. It is recognized, however, that certain existing tracts may not be able to fully comply with the following standards due to limited frontage or other constraints.
   b. When compliance with these criteria is precluded due to the location of driveways on adjoining properties, attempts should be made to obtain alternative access where feasible, including joint access driveways, access easements to adjoining properties or access to intersecting streets.
   c. If it can be demonstrated to the City that sufficient attempts to secure alternative access have been made and that such access is still not possible, the City may accept a Traffic Impact Analysis performed by a Registered Professional Engineer to permit a deviation to the driveway spacing requirements indicated herein.
   d. Residential driveways shall be a minimum of 12 feet wide (and a maximum of 24 feet) at the right-of-way line and should be placed away from the property line.
   e. Residential lots must have a minimum of 120 feet of frontage in order to be eligible for two driveways on the same lot and they shall have 50 feet of separation between them.
   f. Residential lots should not front on collector streets, thoroughfares, or arterials. For residential lots that do front on collector streets, they must have an internal turnaround or circle drive to minimize conflict points.
   g. Non-residential driveways shall be 25 feet to 35 feet wide of pavement.
   h. Driveways shall be spaced with a minimum of 50-feet separation.
   i. Islands may be allowed within non-residential driveways, but must have a minimum of 12.5’ travel lanes, and be pre-approved by the Fire Marshal.
   j. Driveways on major thoroughfares/boulevard streets shall be placed no closer than 125 feet from the ultimate curb line of an intersecting major thoroughfare or boulevard street.
   k. Driveways on collector/ minor streets are to be placed no closer than 75 feet from the ultimate curb line of an intersecting major thoroughfare/boulevard street.
   l. Driveways on major thoroughfares/boulevard streets are to be placed no closer than 75 feet from the ultimate curb line of an intersecting collector commercial/minor street.

m. For purposes of determining the separation distance, the back of curb or edge of street shall be used in conjunction with the edge of driveway which is closest and parallel to the street.

n. Non-residential tracts with less than 150 feet of frontage on a public street shall have no more than 1 driveway. Non-residential tracts with between 150 and 320 feet of frontage on a public street shall have no more than 2 driveways. Non-residential tracts with between 321 feet and 600 feet of frontage on a public street shall have no more than 3 driveways. Non-residential tracts with over 600 feet of frontage on a public street shall have driveways specially designed and specifically approved by the City.

o. Non-residential driveway connections to the public street shall be approved and inspected by the City of Manvel.

p. Driveway radii shall not extend beyond the projection of a property corner to the back of the curb.

q. Non-Residential Driveways shall be concrete, installed according to the City of Manvel Construction Details.

r. On concrete streets, Residential Driveways shall be concrete, installed according to the City of Manvel Construction Details.

s. On asphalt streets, Residential Driveways shall be concrete or hot-mix asphalt, installed according to the City of Manvel Construction Details. Asphalt driveways shall have a minimum thickness of 8 inches of lime stabilized subgrade, 6 inches of hot-mix asphaltic concrete base with 2 inches of hot-mix asphaltic surfacing.

t. Driveways shall be evaluated with respect to signage, landscaping and structures for adequate sight distance.

u. A note stating, "Access to adjacent property and common driveways may be required," shall be placed on the site plan.

v. Curb return radius for driveways shall be, at a minimum:

(1) For residential driveways:

(a) 5 feet on local streets

(b) 10 feet on collector and arterial streets, parkways, major thoroughfares, and boulevards

(2) For non-residential driveways:

(a) 25 feet on local streets

(b) 35 feet on collector and arterials streets, parkways, major thoroughfares, boulevards and local streets less than 28 feet in width.

w. Per Section 59-53 of the Manvel City Code, manholes, fire hydrants, and water valves shall not be located within a driveway, sidewalk, or street.

x. Driveways within TxDOT or Brazoria County ROW shall be approved by the appropriate jurisdiction. City of Manvel shall be notified for reasoning of any deviation from the City of Manvel driveway design requirements.

8. Controlled Access Gate Requirements

a. Plans for access control systems shall be submitted to the Fire Marshal's Office and approved prior to construction.

b. All access control gates shall have emergency means of operation in the event of power loss.

c. Access control gates shall provide a clear, passable width of at least twenty feet.

d. A Knox® key switch and Click2Enter-I.V4 scanner radio receiver shall be provided for all controlled access gates. The key switch shall operate all gates.

e. A Knox® pad lock and Click2Enter-I.V4 scanner radio receiver shall be provided for all non-motorized gates.
f. The location of the key switch shall be approved by the Fire Marshal's Office.
g. The owner shall maintain all parts of the access system and keep them in good working order.
h. The Fire Marshal's Office and Police Dispatch shall be notified immediately of any damage to the access system that hinders access including, but not limited to, damage to the key box, lock, or gates.

9. Pollution Prevention

A pollution prevention plan shall be provided for all site development projects.

a. Filter fabric fence shall be installed at the perimeter of the site before construction is to begin.
b. Once construction is completed, either filter fabric fence, 5 feet of hydro mulch or sod shall be installed at the back of all curbs, or other Best Management Practices shall be implemented.
c. Refer to the storm water ordinance for additional requirements.

10. Parking Lot Guidelines

A parking lot layout is required to ensure that adequate off-street parking is provided with the construction, alteration, remodeling or change of use of any building or change in use of land.

a. Off-street parking spaces shall be located on the same lot, tract, parcel, or premises as the use being served or on other property of the same or less restrictive zoning classification that the owner of the premises being served has a continuing right to use for parking. When the off-street parking spaces are not located on the same lot, tract, parcel, or premises being served, the distance from the center of the parking lot to an entrance to the building or use shall not exceed 300 feet in distance, measured along the shortest available pedestrian route with public access.
b. Any existing building or use that is enlarged, structurally altered, or remodeled to the extent of increasing or changing the use by more than 50 percent as it existed shall be accompanied by off-street parking for the entire building or use. When the enlargement, structural alteration, or remodeling is to the extent that the use is not increased or changed by more than 50 percent, additional off-street parking shall only be required for the increased or changed floor area or use.
c. Existing parking spaces may not be used to satisfy additional off-street parking requirements unless the existing spaces exceed the number recommended for the building or use for which the existing spaces are associated. Commercial areas may be phased. Parking from earlier phases may count for future uses.
d. The Parking Group Table can be found in the Zoning Ordinance, Section 77-45.
e. The design and dimensions of off-street parking areas shall be in accordance with the following table of minimum dimensions. The minimum size of a parking spaces shall be 10 (ten) feet wide and twenty (20) feet long. All dimensions below are in feet:

	Angle			
	0°	*45°*	*60°*	*90°*
Stall, parallel to aisle	25.0	10.0	10.0	10.0
Stall, perpendicular to aisle	10.0	20.0	20.0	20.0
Aisle width, one-way	25.0	15.0	18.0	25.0
Aisle width, two-way	25.0	25.0	25.0	25.0
Cross aisle, one-way	25.0	25.0	25.0	25.0
Cross aisle, two-way	25.0	25.0	25.0	25.0

f. Off-street parking spaces shall be clearly marked. Parking spaces abutting an adjoining property line or street right-of-way shall be provided with wheel guards or bumper guards so located that no part of a normally parked vehicle will extend beyond the property line. When wheel guards are used, they shall be centered 2.5 feet from the property line for 90-degree parking, 2.3 feet for 60-degree parking, and 2.0 feet for 45-degree and 30-degree parking

g. Approval of the parking area layout and design of all off-street parking areas shall be by the City. The City shall determine that spaces provided are usable, and that the circulation pattern of the area is adequate.

h. Mixed/Combination of Land Uses - Where a mixed or combination of land uses are proposed, parking shall be calculated based on the respective requirements of each land use. Shared parking is encouraged, if appropriate.

i. All new parking shall be constructed with concrete, with a minimum slab thickness of 6 inches with f_c = 3,500 psi and reinforcement shall be Grade 60, f_y = 60,000 psi, #4 deformed reinforcing bars spaced at 18 inches center to center both ways and minimum lap lengths of 18 inches.

j. Existing asphalt parking lots can remain, be repaired, and be expanded as asphalt parking lots.

k. Minimum 12.5 drive aisle required for drop-off pickup lanes and drive-thru lanes.

11. Fences in any single-family residential district or subdivision may not exceed six feet in height except when located on a major thoroughfare where fences shall not exceed eight feet in height. Fences in districts other than single-family residential, may not exceed eight feet in height. Barbed wire fences are only allowed on property at least two acres in size and the barbed wire portion of the fence shall be no higher than 52 inches as measured from the natural ground.

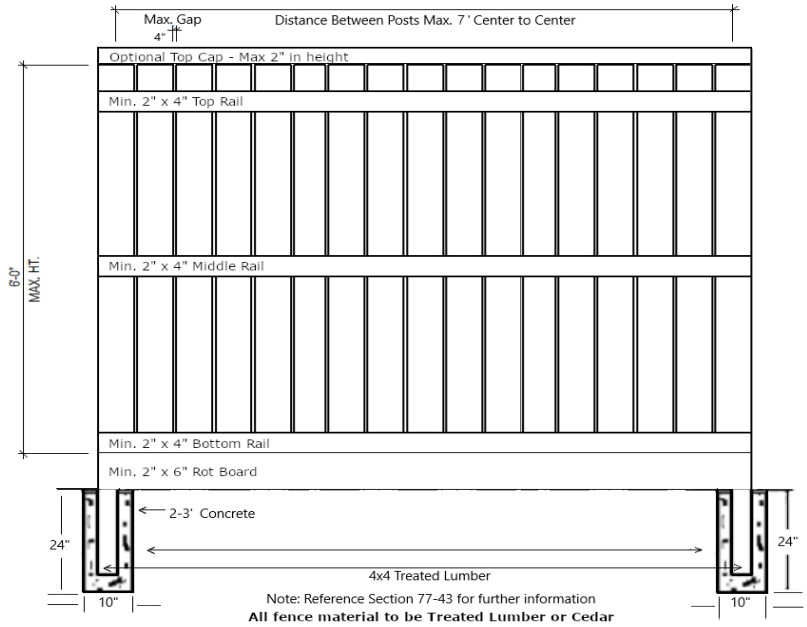
Residential and Commercial developments shall meet the following requirements:

a. Perimeter fencing adjacent to Major Thoroughfares shall be masonry.

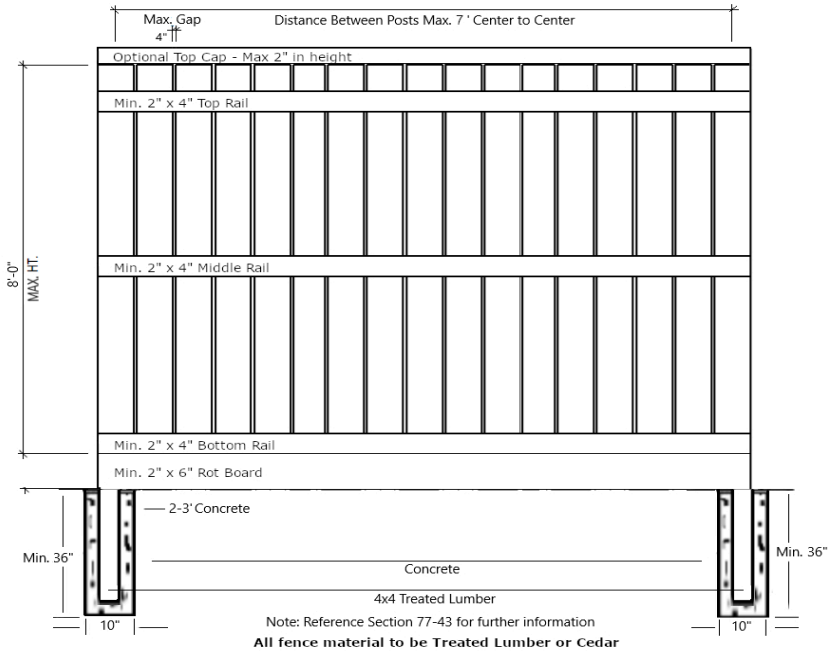
b. Perimeter fencing adjacent to Detention Ponds and Amenity Lakes shall be ornamental (wrought) iron.

c. Perimeter fencing to be installed prior to the release of the Maintenance Bond.

6’ Fence Detail



8’ Fence Detail



12. Driveway Culverts
    a. *New Culverts*
        (1) Driveway culverts will be set by Public Works on city-maintained roads.
        (2) The Department will not set culverts in rights-of-way for State roads or on private roads.
        (3) Citizens requesting new culverts to be set are required to furnish reinforced concrete pipe (RCP) or HDPE of a suitable size as determined by Department personnel. Reasonable notice from citizen is required.
        (4) New culverts will be backfilled with soil or other material available on the site at the time culvert is set. Any material other than in-place soil must be purchased by the citizen from a vendor of their choosing. Clean out openings or grates must be supplied by the citizen if the culvert is longer than 48 feet.
    b. *Existing Culverts*
        (1) When drainage projects are undertaken by the Department, culverts may be enlarged if necessary, and replaced with RCP or HDPE at Department's expense. Installation will be completed as follows:
            (a) Culverts covered with base material well be re-covered with base material.
            (b) Asphalt or concrete removed will be replaced with like material (asphalt for asphalt and concrete for concrete).
            (c) When the Department undertakes projects to re-surface roads with asphalt, asphalt will be tapered outside edge of pavement at existing driveways to avoid abrupt drop off.
    c. *Culvert Installation*
        (1) Stake and mark the ditch where you would like to have the culvert set. Call City of Manvel, Permits Department and have a work order prepared. We will send out our Public Works_Personnel to measure the ditch; and will call you with the correct size of reinforced concrete pipe you need to purchase.
        (2) Once the size is determined, order the reinforced concrete culvert pipe and have them delivered to the site. The only dirt we typically use to cover pipe is fill dirt (what we usually dig out of the ditch when we set the culverts). After your culverts are delivered to the site, give City Hall a call and we will put in another work order to install the culverts.
    d. *Driveway Surface*
        (1) Contractor shall insure that alignment of culvert pipe is not altered during such operation.
        (2) If concrete surfacing is added by citizen's contractor: An expansion joint shall be provided two feet beyond outer edge of pipe on each side of culvert pipe, to facilitate removal of concrete as may be necessary to enlarge pipe during drainage improvement projects.
        (3) No concrete shall be placed within 11 feet of roadway centerline.

13. Streetlights
    a. All new streetlights within a subdivision to be installed by the developer.
    b. All monthly electrical charges and any maintenance and operation costs for streetlights within a subdivision to be paid for by the homeowners' association or MUD, as applicable.
    c. All new streetlights to be LED Modules/Fixtures.
    d. Refer to City Code 62-114.
    e. Streetlights to be installed at all intersections, dead-ends, cul-de-sacs, and at a minimum spacing of 250 feet; or consistent with a photometric layout, as approved by the City.
    f. Streetlights on Streets (≤ 80' ROW) shall have minimum 60-watt LED. Streetlights on Thoroughfares (> 80' ROW) shall have minimum 180-watt LED.

14. Fire Apparatus Access Roads and Fire Lanes
    a. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
    b. Fire apparatus access roads and fire lanes, shall have an unobstructed width of not less than 25 feet (7,620 mm), exclusive of shoulders, except for approved security gates in accordance with IFC 2021, Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4,267 mm). The required turning radius of a fire apparatus access road and fire lanes shall be 25'.
    c. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.
    d. Dead-end fire apparatus access roads in excess of 150 feet (45,720 mm) in length shall be provided with an approved area for turning around fire apparatus.
    e. Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 lbs. for fire apparatus and shall be surfaced to provide all-weather driving capabilities.
    f. Fire Lane Marking Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.
        (1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE TOW-A-WAY ZONE" or "FIRE LANE NO PARKING TOW-A-WAY ZONE" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE TOW-A-ZONE” or "FIRE LANE NO PARKING TOW-A-WAY ZONE” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Marshal.

g. Where a portion of the facility or building hereafter is constructed or moved into or within the jurisdiction is more than 300 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the Fire Marshal.

~~Exceptions:~~

~~(1) For Group R-3 and Group U occupancies, the distance requirement shall be 500 feet (152.4 m).~~

~~(2) For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 500 feet (152.4 m).~~

15. Address Identification.

a. New and existing buildings shall be provided with address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, and the building cannot be viewed from the public way, a monument, or other approved sign shall be used to identify the structure or building Address identification shall be maintained.

b. R-3 Single Family occupancies shall have approved numerals of a minimum 4 inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

16. 2” PVC Conduit shall be installed along Major Thoroughfares for future City of Manvel fiber optic network.

17. A Photometric Plan is required for all Non-Residential Site Plans. The Photometric Plan shall show lighting calculations in foot-candles along all property lines. The maximum allowable light level is ~~0.5~~0.3 foot-candles along all property lines.

18. For all projects located within a MUD, a Water and Sewer Utility Availability Summary Table shall be provided with/within every plan and plat submittal. The Table will include a summary of currently platted lots and corresponding connections, along with reserved connections and planned future connections. It will also include the current capacity of the water and wastewater facilities (plant(s), lift stations, etc.) within the MUD.

2.0 EXECUTION

2.01 RESEARCH REQUIREMENTS

A. Discuss project concepts outlining proposed features and usage with the City.
B. Research existing utility and right-of-way information.
C. Verify that no restrictions exist that will deny approval of the project concept.

2.02 DESIGN ANALYSIS – Reserved

2.03 DRAWINGS

A. The plans shall include an overall drainage layout showing:
   1. Total area (in acres) of site to be drained.
   2. Area (in acres) drained to each inlet.
   3. Contours or an adequate number of spot elevations to indicate area drained to each inlet.
   4. Top elevation and flowline elevation at each inlet.
   5. Gradient and size on each private storm sewer.
   6. Computations to support pipe sizes and grades shown
   7. Design velocity for storm sewers shall be 3 feet per second.
   8. TX DOT permit shall be required for drainage affecting a state owned/maintained facility. Submit permit with site plan.
   9. The drawings shall be prepared and sealed by a Registered Professional Engineer.
   10. The size and location of the detention facility shall be indicated on the plans, along with the size and location of the outfall structure.

B. All drainage plans shall be approved by the appropriate drainage entity prior to City approval.

C. The site plan shall show all water and sewer service lines, sizes, grades and alignments with appropriate ties into existing public trunk lines.

D. The site plan shall show all parking areas.

E. The site plan shall indicate the types and location of all existing and proposed landscaping. Landscaping shall meet the minimum requirements of the Zoning Ordinance. A tree survey is required for first 20 feet of depth adjacent to all proposed streets. If no trees exist, a note to that affect shall be placed on the site plan.

F. The site plan shall show all proposed and existing building setbacks, locations, heights and square footage of all proposed buildings.

G. The land use for all adjacent property shall be shown on the site plan.

H. All parking lot pavement for site plans shall be engineered to provide for regular use of vehicles expected to utilize the parking area and based upon the soil conditions underlying the parking area. A Registered Professional Engineer shall certify the design submitted for approval.

I. Concrete sidewalks (a minimum of 5 feet wide and 4.5 inches thick with steel reinforcement) shall be required along all street frontages. The design and installation of such sidewalks shall comply with Texas Accessibility Standards Architectural Barriers requirements. The location of all proposed and existing sidewalks shall be shown on the construction drawings.

J. Show location of signs, screening walls or fences and dumpsters (with appropriate screening).

K. No improvements to the right-of-way shall be made without prior City approval. This includes planting trees in the right-of-way of residential and non-residential areas.

L. In the event that there is a discrepancy in the drainage criteria requirements between the City and the applicable Drainage District, the City Engineer may determine which criteria will apply.

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: _____
PROJECT ENGINEER: _____

SUBMITTAL DATE: _____
SUBDIVISION NAME: _____

MODIFICATION LOCATION:

_____
_____

1. Set forth the proposed deviation to the technical standard (including the page number and specific DCM reference).

_____
_____
_____
_____

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.

_____
_____
_____
_____

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.

_____
_____
_____
_____

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.

_____

_____

_____

SUMMARY & CONCLUSION/RECOMMENDATION FOR MODIFICATION:

_____

_____

_____

List of Supporting Documentation Attached? **Yes____** **No____**

Seal of Professional Engineer Required? **Yes____** **No____**

Professional Engineer Seal

City of Manvel Use ONLY

1. Modification Request: Approved Denied

_____ _____
City Engineer Date

2. Planning Development & Zoning: Recommended Not Recommended

_____ _____
Chair Date

3. City Council: Approved Denied

_____ _____
Mayor Date

RESOLUTION NO. 2026-R-04

A RESOLUTION BY THE COUNCIL OF THE CITY OF MANVEL, TEXAS, ESTABLISHING A PUBLIC HEARING FOR THE CONSIDERATION OF LAND USE ASSUMPTIONS AND A CAPITAL IMPROVEMENT PLAN FOR POSSIBLE ADOPTION OF IMPACT FEES FOR ROADWAY FACILITIES UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR STATUTORY NOTICE AND PUBLIC AVAILABILITY REQUIREMENTS; AND DECLARING AN EFFECTIVE DATE.

* * * * * *

WHEREAS, the City of Manvel is considering the potential adoption of an impact fee program for roadway facilities; and

WHEREAS, the City has authorized an impact fee study and retained consultants for the purpose of advising the City concerning the development of roadway impact fees; and

WHEREAS, Chapter 395 of the Texas Local Government Code prescribes certain procedures for the development and adoption of an impact fee program, including the preparation and consideration of Land Use Assumptions and a Capital Improvements Plan; and

WHEREAS, the City of Manvel now desires to schedule a public hearing to consider Land Use Assumptions and Capital Improvement Plan for possible adoption of roadway impact fees;

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

Section 1. Public Hearing Scheduled

The City Council hereby schedules a public hearing to be held on **April 20, 2026** at 6:00 PM at 20031 Hwy 6, Manvel Texas, 77578 for the purpose of considering the adoption of Land Use Assumptions and Capital Improvement Plan as required by Chapter 395 of the Texas Local Government Code for possible adoption of roadway impact fees.

Section 2. Notice of Public Hearing

The City Secretary is hereby directed to publish notice of such public hearing in the official newspaper of the City of Manvel, on **March 15, 2026** not later than the 30th day before the date of the public hearing, in accordance with Section 395.014 of the Texas Local Government Code.

The City Secretary is further directed to send notice of the public hearing by certified mail to any person who has filed a written request with the City Secretary for notice of hearings related to impact fees.

Section 3. Public Availability of Documents

Copies of the proposed Land Use Assumptions and Capital Improvement Plan for roadway facilities shall be made available to the public for inspection in the Office of the City Secretary at City Hall not later than the 30th day before the date of the public hearing, in accordance with Section 395.014(b) of the Texas Local Government Code.

Section 4. Resolution effective date

This Resolution shall take effect immediately upon passage.

PASSED, APPROVED, AND RESOLVED by the City Council of the City of Manvel, Texas this _____ day of January 2026.

_____
Dan Davis, Mayor

ATTEST:

_____

Tammy Bell, City Secretary

LAND USE ASSUMPTIONS & CAPITAL IMPROVEMENT PLAN REPORT FOR ROADWAY IMPACT FEES

January 2026

Prepared for:

THE CITY OF MANVEL
TEXAS — INC. 1960

Prepared by:

FREESE AND NICHOLS, INC.
12770 Merit Drive, Ste. 900
Dallas, Texas 75251
214-217-2200

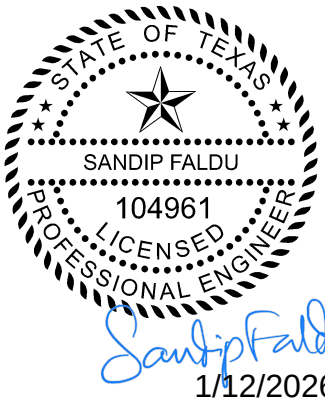
FNI Project Number: MNV25505

LAND USE ASSUMPTIONS & CAPITAL IMPROVEMENT PLAN REPORT FOR ROADWAY IMPACT FEES

January 2026

Prepared for:

THE CITY OF MANVEL
TEXAS — INC. 1960



1/12/2026

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

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List of Abbreviations

Abbreviation	Full Nomenclature
CIP	Capital Improvement Plan
CAGR	Compound Annual Growth Rate
FNI	Freese and Nichols, Inc.
H-GAC	Houston-Galveston Area Council
ITE	Institute for Transportation Engineers
LUA	Land Use Assumptions
NAICS	North American Industry Classification System
City	City of Manvel
TLGC	Texas Local Government Code
TAZ	Traffic Analysis Zone
Veh-Mi	Vehicle-Miles, the service unit for roadway fees

EXECUTIVE SUMMARY

The Land Use Assumptions and Capital Improvement Plan (CIP) Report establishes the analytical foundation for roadway impact fees in the City of Manvel, Texas, in accordance with Chapter 395 of the Texas Local Government Code (TLGC). The report defines projected growth, identifies service areas, and outlines the roadway improvements necessary to accommodate development through a ten-year planning horizon to 2035. The findings provide the technical basis for determining equitable roadway impact fees that allocate infrastructure costs proportionally to new development.

Purpose and Methodology

The study develops 10-year land use assumptions (2025–2035) and corresponding capital improvements to guide infrastructure planning. Using data from the U.S. Census Bureau, the Houston-Galveston Area Council (H-GAC), water and sewer master plan projections, and local land use plans, Freese and Nichols established compound annual growth rates (CAGR) between 8% and 9% that were used to forecast population and employment to 2035.

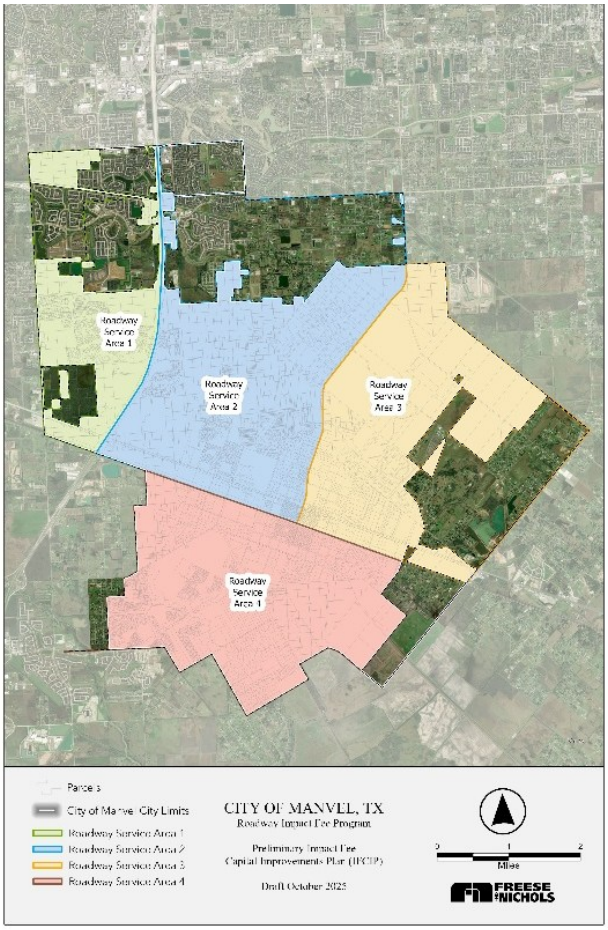
Roadway demand was quantified in vehicle-miles of travel (veh-mi), the standard service unit for roadway impact fee calculations. Existing and projected traffic volumes, roadway capacity, and system deficiencies were evaluated to ensure that planned improvements meet long-term service requirements.

Land Use Assumptions (Growth Projections)

The City's population is projected to grow from approximately 20,050 in 2025 to 47,300 by 2035, while employment is expected to increase from 12,490 to 27,930 over the same period. These population and employment projections—8.9% and 8.4% compound annual growth, respectively—reflect the continuation of moderate residential expansion and commercial development consistent with the City's Comprehensive Plan.

Roadway Service Area

State law mandates the identification of service areas to ensure monies collected from new development pay for improvements within the vicinity that they serve. Service areas may not be larger than six miles and must be within the current city limits. Four service areas have been established for the City of Manvel.



Roadway System Analysis

An inventory of arterial and collector roadways identified existing capacity, current utilization, and potential deficiencies. The total system provides approximately **82,257** veh-mi of existing capacity, with **35,728** veh-mi of existing demand and negligible deficiencies. Projected 10-year growth is expected to generate an additional **81,854** veh-mi of travel demand, largely driven by residential, retail industry, and service industry growth.

Capital Improvement Plan

The proposed Roadway Impact Fee-Eligible CIP includes **73** eligible new projects encompassing approximately **52,626** veh-mi of new capacity, which aim to address current capacity needs within the existing City limits. In service areas 1, 2, and 4, **100%** of the total CIP capacity is directly attributable to growth anticipated over the next decade. In service area 3, 87% of the CIP capacity is attributable to future growth. **Table ES-1** lists the roadway eligible CIP projects for the Impact Fee program.

Table ES- 1: Impact Fee-Eligible Roadway CIP Projects

Map Ref	ID	Roadway	From	To	Length (mi)	Existing Lanes	Added Lanes
Service Area 1							
88	1-CR48	CR-48	SH-6	S City Limit	0.27	2	2
67	1-KBY-1	Kirby Dr (A)	City Limits	City Limits	0.06	0	4
66	1-KBY-2	Kirby Dr (B)	CR-58	City Limits	0.26	0	4
Service Area 2							
56	2-CHB	Chocolate Bayou Rd	Lira Rd	FM 1128	0.94	2	2
138	2-OMR-1	Old Massey Ranch (CR-100)	330' E of Old Chocolate Bayou Rd (CR-89)	Patterson Rd	0.67	2	2
111	2-OMR-2	Old Massey Ranch (CR-100)	Patterson Rd	Masters Rd (FM 1128)	0.33	0	4
73	2-CRX-1	Croix Rd (CR-58)	Oak Crest Pkwy	1035' E of Oak Crest Pkwy	0.20	2	2
72	2-CRX-2	Croix Rd (CR-58)	1035' E of Oak Crest Pkwy	Del Bello Rd	0.28	2	2
102	2-DBB-1	Del Bello Blvd EXT A	Pollard Blvd	Pollard Drive	0.45	0	4
103	2-DBB-2	Del Bello Blvd	Pollard Drive	Del Bello Blvd EXT B	0.12	2	2
51	2-DBB-3	Del Bello Blvd EXT B	Del Bello Blvd	Del Bello Rd (CR-90)	0.19	0	4
107	2-DBR-1	Del Bello Rd (CR-90)	Croix Rd (CR-58)	Lira Rd	0.73	2	2
120	2-DBR-2	Del Bello Rd (CR-90)	Lira Rd	Patterson Rd	0.32	2	2
30	2-DBR-3	Del Bello Rd (CR-90)	Patterson Rd	Masters Rd (FM 1128)	0.65	2	2
54	2-LWS	Lewis Ln	Mccoy Rd	Masters Rd (FM 1128)	0.50	2	2
109	2-LIRA-1	Lira Rd	Del Bello Blvd	Lira Rd EXT	0.55	2	2
108	2-LIRA-2	Lira Rd EXT	Lira Rd	City Limit	0.59	0	4
110	2-LIRA-3	Lira Rd	Old Chocolate Bayou	N City Limit	0.22	2	2
40	2-MCC-1	Mccoy Rd	Charlotte St	SH 6	0.68	2	2
26	2-MSTR-1	Masters Rd (FM 1128)	Bailey Ave (CR-101)	Old Massey Ranch (CR-100)	1.00	2	2
27	2-MSTR-2	Masters Rd (FM 1128)	Old Massey Ranch (CR-100)	Oilfield Rd	0.26	2	2
28	2-MSTR-3	Masters Rd (FM 1128)	Oilfield Rd	Chocolate Bayou Rd	1.04	2	2
29	2-MSTR-4	Masters Rd (FM 1128)	Chocolate Bayou Rd	Dogwood Ave	1.08	2	2
39	2-MSTR-5	Masters Rd (FM 1128)	Dogwood Ave	Charlotte St	0.76	2	2
38	2-MSTR-6	Masters Rd (FM 1128)	Charlotte St	SH 6	0.69	2	2
84	2-MSTR-7	Masters Rd (FM 1128)	SH-6	Railroad	0.23	2	2
106	2-NEW-1	New Road 2A	Croix Rd (CR-58)	Del Bello Blvd	0.78	0	4

Table ES- 1 continued from previous page.

Map Ref	ID	Roadway	From	To	Length (mi)	Existing Lanes	Added Lanes
Service Area 3							
117	3-BELC-1	Belcher Rd	Masters Rd (FM 1128)	50 W of Hal McLain	1.56	2	2
70	3-BELC-2	Belcher Rd	900' E of Frey Rd	2250' W of City Limit	0.25	0	4
90	3-BELC-3	Belcher Rd	2250' W of City Limit	W City Limit	0.42	0	4
93	3-CEM-1	Cemetery Rd	Scott Ave	Lewis Ln	0.34	2	2
33	3-CEM-2	Cemetery Rd	Lewis Ln	SH 6	0.58	2	2
104	3-CR99-1	CR-99	170' S of Heights Rd	Oilfield Rd	0.26	2	2
62	3-CR99-2	CR-99	Oilfield Rd	Belcher Rd	0.62	2	2
63	3-CR99-3	CR-99	Belcher Rd	Lewis Ln	0.79	2	2
64	3-CR99-4	CR-99	Lewis Ln	SH-6	0.45	2	2
61	3-CR99-5	CR-99	SH-6	Alvin-Manvel Rd	0.31	2	2
55	3-LEW	Lewis Ln	Masters Rd (FM 1128)	Cemetery Rd	0.60	2	2
27	3-MSTR-1	Masters Rd (FM 1128)	Old Massey Ranch (CR-100)	Oilfield Rd	0.26	2	2
28	3-MSTR-2	Masters Rd (FM 1128)	Oilfield Rd	Chocolate Bayou Rd	1.04	2	2
29	3-MSTR-3	Masters Rd (FM 1128)	Chocolate Bayou Rd	Dogwood Ave	1.08	2	2
39	3-MSTR-4	Masters Rd (FM 1128)	Dogwood Ave	Charlotte St	0.76	2	2
38	3-MSTR-5	Masters Rd (FM 1128)	Charlotte St	SH 6	0.69	2	2
84	3-MSTR-6	Masters Rd (FM 1128)	SH-6	Railroad	0.23	2	2
69	3-NEW-1	New Road 3A	Oilfield Rd	Belcher Rd	0.62	0	4
71	3-NEW-2	New Road 3B	Bissel Rd	City Limit	0.73	0	4
113	3-NEW-3	New Road 3C	SH 6	Bissel Rd	0.25	0	4
112	3-OMR	Old Massey Ranch (CR-100)	Masters Rd (FM 1128)	635' W of Holland Rd	0.54	2	2

Table ES- 1 continued from previous page.

Map Ref	ID	Roadway	From	To	Length (mi)	Existing Lanes	Added Lanes
Service Area 4							
44	4-BIS-1	Bissell Rd	Meridiana Pkwy	Masters Rd	0.56	2	2
83	4-BIS-2	Bissell Rd	Masters Rd	E City Limit	1.57	2	2
131	4-IOWA	Iowa Ln	Bissel St	Bullard Pkwy	0.27	2	2
46	4-JOR-1	Jordan St	Meridiana Pkwy	Masters Rd	0.58	2	1
60	4-JOR-2	Jordan St	Masters Rd	Jordan St EXT A	1.15	2	1
135	4-JOR-3	Jordan St EXT A	Jordan St	New Road 4G	0.32	0	3
123	4-JOR-4	Jordan St EXT B	New Road 4G	E City Limits	0.47	0	3
57	4-MSTR-1	Masters Rd (CR-67)	Railroad	Jordan St	0.81	2	2
49	4-MSTR-2	Masters Rd (CR-67)	Jordan St	New Road 4C	1.00	2	2
91	4-MSTR-3	Masters Rd (CR-67)	New Road 4C	Uzzell Rd	0.11	2	2
50	4-MSTR-4	Masters Rd (CR-67)	Uzzell Rd	Hanselman Rd	1.00	2	2
124	4-MSTR-5	Masters Rd (CR-67)	Hanselman Rd	Cumulus Dr	0.18	2	2
125	4-MSTR-6	Masters Rd (CR-67)	Cumulus Dr	1760' S of Cumulus Dr	0.34	2	2
122	4-NEW-1	New Road 4A	Bissel Rd	Jordan St	0.43	0	4
133	4-NEW-2	New Road 4B	Jordan St	New Road 4C	0.54	0	4
114	4-NEW-3	New Road 4C	Masters Rd (FM 1128)	New Road 4D	0.56	0	4
115	4-NEW-4	New Road 4D	New Road 4C	E City Limit	0.66	0	4
137	4-NEW-5	New Road 4E	Jordan St EXT A	New Road 4D	1.06	0	4
134	4-NEW-6	New Road 4F	New Road 4D	Uzzell Rd	0.44	0	4
121	4-NEW-7	New Road 4G	Alvin-Manvel Rd	Jordan St EXT A	0.54	0	4
127	4-NEW-8	New Road 4H	Alvin-Manvel Rd	Jordan St EXT B	0.84	0	4
128	4-NEW-9	New Road 4I	Jordan St EXT B	New Road 4J	1.00	0	4
129	4-NEW-10	New Road 4J	E City Limit	New Road 4I	0.37	0	4
59	4-UZZ-1	Uzzell Rd	Masters Rd	New Road 4F	0.75	2	2
136	4-UZZ-2	Uzzell Rd EXT	New Road 4F	1315' W of Kings Dr	0.25	0	4

Conclusion

The Impact Fee Land Use Assumptions and CIP Report provides a transparent, data-driven framework for managing transportation infrastructure growth in the City of Manvel. By aligning population and employment forecasts with targeted roadway investments, the City can maintain mobility standards and equitably distribute infrastructure costs through its roadway impact fee program.

1.0 PURPOSE

Codified in Chapter 395 of the Texas Local Government Code (TLGC), the legislation authorizes cities to collect a one-time fee from new developments to finance new construction or expansion of capital improvements such as roads, water and wastewater treatment and distribution facilities, and drainage facilities. The law stipulates that all fees collected from new development must not exceed the maximum amount calculated by the methodology described therein. The law further contains specific requirements for program development, administration, fee assessment, and collection.

An initial step in the process of developing impact fee programs is the establishment of land use assumptions and a capital improvement plan (CIP) to address growth and development for a 10-year planning period (TLGC Section 395.001(5)). The land use assumptions, which include population and employment projections, will serve as the basis for preparing impact fee capital improvement plans for roadway facilities. This report details the development of land use assumptions and the impact fee CIPs and contains the following components:

1. **Methodology**
2. **Land Use Assumptions**
   - *Service Area Structure* – Description of benefit area to be served by capacity enhancement infrastructure projects from the impact fee program. Explanation of data collection zones (traffic analysis zones), and the division of the City of Manvel (City) into impact fee service areas for roadway facilities.
   - *Base Year Data* – Historical population trends for Manvel and information on population, non-residential acreage, employment, and existing land use for each service area.
   - *Growth Projections* – Population and employment growth assumptions for 10 years by service area.
3. **Eligible Capital Improvements Plan**
   - *Existing Conditions Analysis* – Analysis of the existing roadway system, including carrying capacity, current utilization, and deficiencies.
   - *Roadway System Improvements* – Identified eligible capital improvements to address demand for roads.

Impact Fee Quick Facts

One-time charge assessed to new development for a portion of costs related to a specific capital improvement program

A clear and equitable **funding mechanism** for implementing infrastructure necessary to accommodate ***new development***

Facilitates "**growth paying for growth**"

Alleviates burden of new facilities on existing tax base (allows cities to recoup a portion of cost of providing improvements)

Provides a **systematic**, **structured** approach to assessment of fees

Credits for developer contributions toward impact fees

2.0 METHODOLOGY

Based upon the growth assumptions and the capital improvements needed to support growth, it is possible to develop an impact fee structure that fairly allocates improvement costs to growth areas in relation to their impact upon the entire infrastructure system. The data in this report has been formulated using reasonable and generally accepted planning principles for the preparation of impact fee systems in Texas and meets the requirements of the TLGC Section 395 for the establishment of impact fees. For the formulation of the land use assumptions and the capital improvements plans, a series of work tasks were undertaken and are described below.

- A kick-off meeting was held to describe the general methodological approach in the study.
- Service area structure was defined for the roadway impact fee system.
- Current and historical population and employment data were gathered from the U.S. Census Bureau American Community Survey (ACS), the Houston-Galveston Area Council (H-GAC), the City future land use plan, and input from City staff. These served as a basis for future growth.
- A compound annual growth rate (CAGR) of 8.96% was recommended for 10-year population growth in the roadway service area (City Limits).
- A CAGR of 8.38% was recommended for 10-year employment growth in the roadway service area (City Limits).
- Vehicle-miles of travel in the evening peak hour was identified as the service unit of measure for analyses and roadway impact fee calculations.
- A roadway inventory was conducted to document lane geometrics, roadway functional classification, and system capacity. Traffic volume count data were collected in October 2025 to determine roadway utilization and if any capacity deficiencies exist within each impact fee service area.
- Base and 10-year demographics were prepared for each roadway service area.
- Projected 10-year growth was calculated for the roadway service areas based on land use assumptions (projections of population and employment growth) and translated into residential, office, commercial and industrial travel using service unit equivalencies. Trip rate data was obtained from *Trip Generation, Twelfth Edition* by the Institute of Transportation Engineers (ITE), and trip length statistics for Manvel were obtained from the National Household Workplace Survey, H-GAC, and from nearby municipalities.
- Roadway eligible capital improvements plan were defined within the city limits.

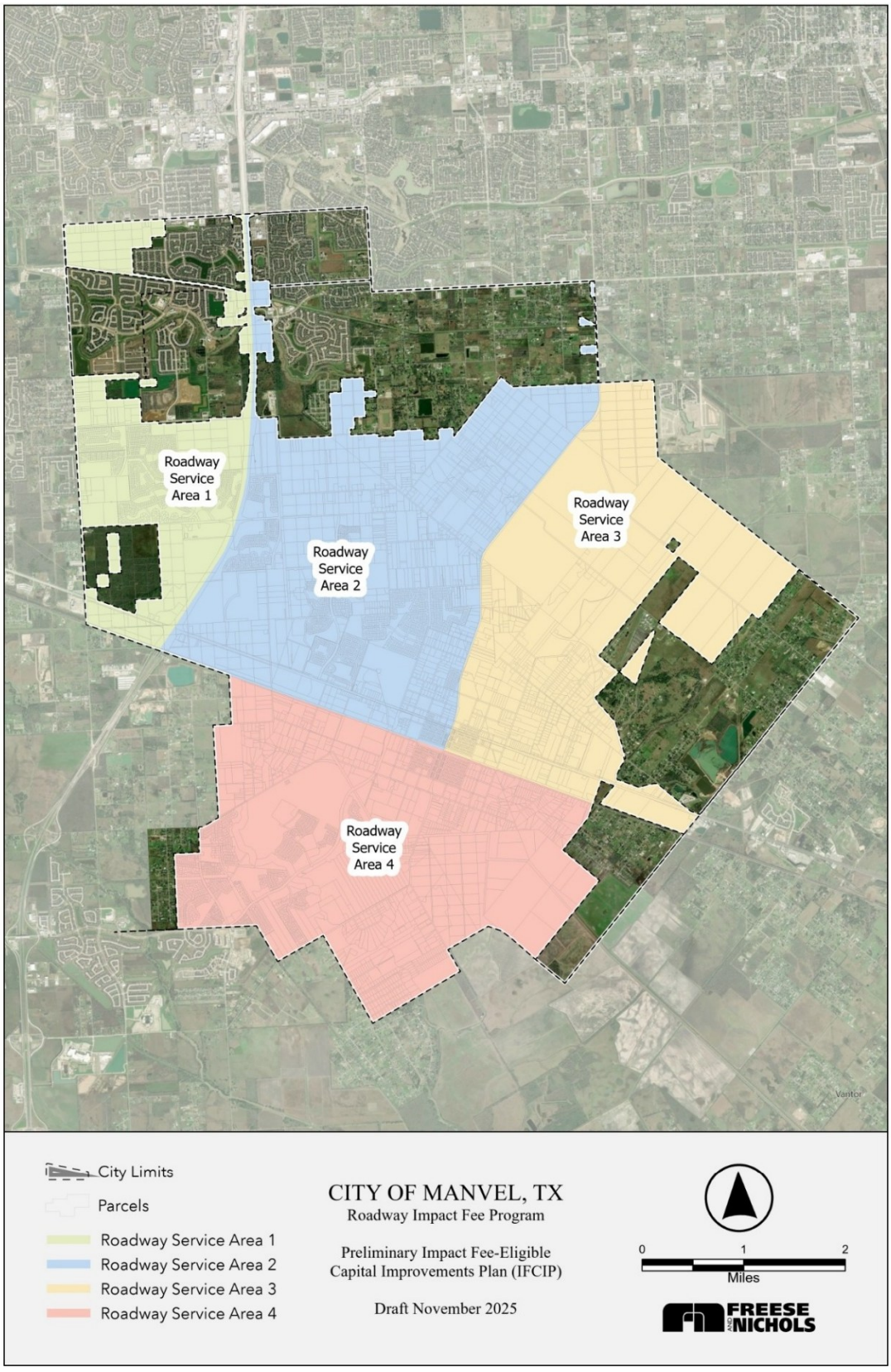
3.0 LAND USE ASSUMPTIONS

3.1 Data Collection Zones and Service Area Maps

3.1.1 Service Areas

TLGC Chapter 395 requires that service areas be defined for impact fees to ensure that facility improvements are located in close proximity to areas generating needs. Legislative requirements stipulate that roadway service areas be limited to a six-mile maximum and must be located within the current City Limits. Roadway service areas are different from water and wastewater systems, which can include the City Limits and its ETJ or other defined service area. This is primarily because roadway systems are "open" to both local and regional (non-City) use as opposed to a defined level of utilization from residents within a water and wastewater system. The City of Manvel was divided into four service areas to consider program expansion as the city grows. The service areas are illustrated in **Figure 3-1**.

Figure 3-1: City of Manvel Roadway Service Areas



3.1.2 Land Use Assumption Methodology

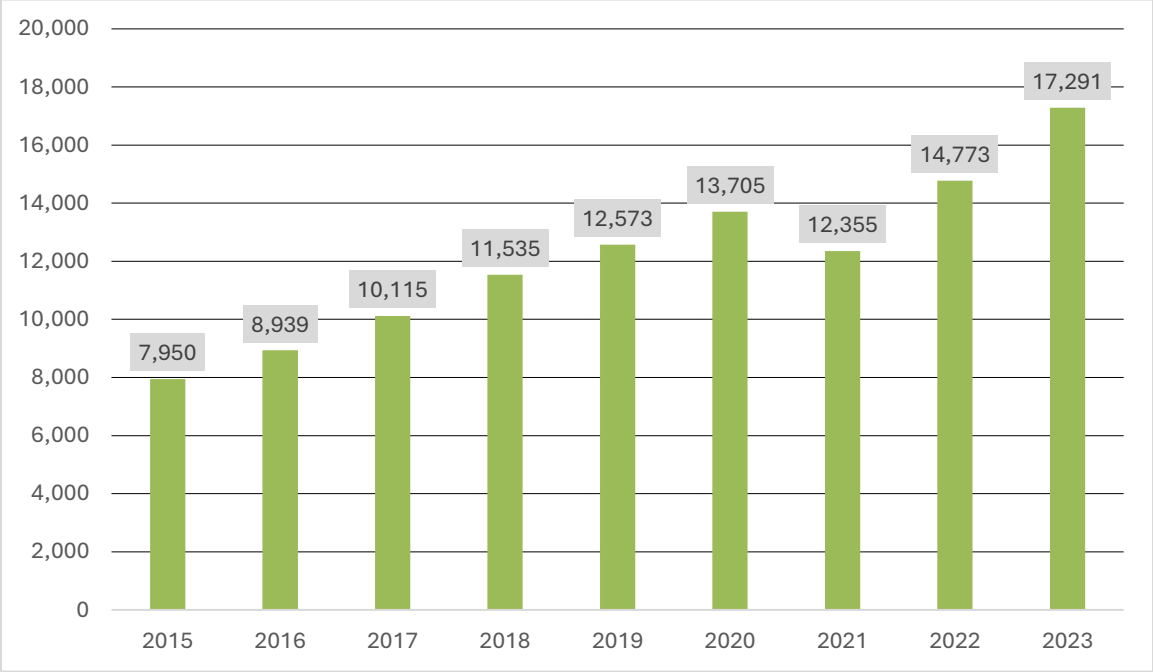
The land use assumptions and future growth projections take into consideration several factors influencing development patterns, including the following:

- The character, type, density, and quantity of existing development
- Availability of land for future expansion
- Current and historical growth trends of population and development within the City
- Location and configuration of vacant land
- Known or anticipated development projects as defined by City staff

3.2 Historical Growth

Based on data collected from H-GAC and ACS historic data, the City experienced a compound annual population growth rate of approximately 10.2% from 2015 to 2023. Historical population growth is shown in **Table 3-1.**

Table 3-1: Historical Population Growth
(American Community Survey)



3.3 Population and Employment Projections

For the land use assumptions process, the existing population and employment projections were calculated using US Census, ACS, H-GAC, and City data. FNI prepared a projections database to determine population and employment 10-year forecasts with input from City staff. A series of assumptions were made to arrive at reasonable growth rates for population and employment.

3.3.1 Population

Generally, the following assumption served as the basis for initiating 10-year projections:

> *Future land uses will occur based on similar trends of the past and will conform with the anticipated future development and redevelopment opportunities as forecasted in the Manvel Comprehensive Plan and other special area plans.*

Population growth for the whole City was projected using the sources listed above, and subsequently assigned to each service area using information regarding known future developments and development trends, availability of current residentially zoned land within the City, and data from H-GAC's regional travel demand model allocated geographically by Traffic Survey Zone (TSZ). Based on these sources, a CAGR of approximately 8.96% aligns with residential growth expectations within the City of Manvel. This will result in a total population increase of approximately 27,250 persons over 10 years. The roadway population projections are presented in **Table 3-2**.

Table 3-2: Roadway Service Area Population Projections

Total Population				
Service Area	**2025**	**2035**	**Total Net Growth**	**Compound Annual Growth Rate**
1	8,357	12,230	3,873	
2	6,390	14,102	7,712	
3	1,362	9,598	8,236	
4	3,941	11,370	7,429	
Total	**20,050**	**47,300**	**27,250**	**8.96%**

3.3.2 Employment

Employment for each service area was broken down into basic, retail, and service uses as defined by the North American Industry Classification System (NAICS) code. Each of these employment types generate unique types of demand for roadway usage, hence the breakdown. **Basic Employment** includes land use activities that produce goods and services exported outside the local economy, such as manufacturing, construction, transportation, wholesale trade, warehousing, and other industrial uses. **Retail Employment** includes land use activities that provide for the retail sale of goods that primarily serve households and whose location choice is oriented to the household sector, such as grocery stores, restaurants, and shopping centers.

Service Employment includes land use activities that provide personal and professional services such as financial, insurance, government, and other professional administrative offices.

TAZ data and ACS data was used to project employment within the roadway service area. Based on known development trends, Census data, and TAZ data, a CAGR of approximately 8.38% aligns with employment expectations within the City of Manvel. This will result in a total employment increase of approximately 15,440 jobs over 10 years. **Table 3-3** and **Table 3-4** show the projected employment.

Table 3-3: Projected Employment/Non-residential Growth by Type

Employment by Type								
Service Area	2025				2035			
	Basic	Service	Retail	Total	Basic	Service	Retail	Total
1	70	371	645	1,086	76	687	1,014	1,777
2	170	2,714	2,980	5,864	274	4,659	3,195	8,128
3	240	426	245	911	240	751	316	1,307
4	480	3,199	950	4,629	480	13,353	2,885	16,718
Total	960	6,710	4,820	**12,490**	1,070	19,450	7,410	**27,930**

Table 3-4: Projected Total Employment Growth

Total Employment				
Service Area	2025	2035	Net Growth	Compound Annual Growth Rate
1	1,086	1,777	691	
2	5,864	8,128	2,264	
3	911	1,307	396	
4	4,629	16,718	12,089	
Total	**12,490**	**27,930**	**15,440**	**8.38%**

4.0 ELIGIBLE CAPITAL IMPROVEMENT PLANS

The roadway impact fee CIP was developed for the City to provide infrastructure based on forecast growth assumptions. The eligible existing and future improvements were designed to provide the required capacity to meet roadway demands through the next 10 years and are sized to 20-year conditions. The roadway projects required to meet growth in the 10-year period were used in the impact fee analysis and calculation. Impact fee eligible projects are rooted in the official City of Manvel Thoroughfare Plan.

4.1 Roadway Systems

An inventory of the collector and arterial roadway facilities within the City Limits was conducted to determine existing conditions throughout the City. This analysis determined the capacity provided by the existing roadway system, the demand currently placed on the system, and the potential existence of deficiencies on the roadway system. Updated data for the inventory was obtained from traffic volume counts and field reconnaissance of current roadway sections.

The roadways were divided into segments based on volume changes, major intersections, service area boundaries, and capacity changes. The length, number of lanes, cross-section, and peak hour volume data were obtained for each roadway segment. Lane capacities were assigned to each segment based on its functional street classification, the associated roadway lane capacities, and the existing number of lanes. Lane capacities used in all analyses are shown in **Table 4-1**.

Table 4-1: Roadway Facility Vehicle-Mile Lane Capacities

Roadway Type	Capacity (vehicles per hour per lane)
UC - Undivided Collector	510
DC - Divided Collector	565
SC – Special Collector, includes two-way left turn lane (TWLTL)	565
UA - Undivided Arterial	590
DA - Divided Arterial	665
SA – Special Arterial, includes two-way left turn lane (TWLTL)	665

4.1.1 Existing Roadway Volumes

Existing directional peak hour volumes were obtained from automated traffic counts on major roadways (as identified in the Thoroughfare Plan as arterial or collector status) throughout the City in October 2025. To minimize the total number of counts, data was collected in at locations where traffic volumes would typically represent link volumes on the major segments within the immediate area. For segments not counted, existing volumes were used, or estimates were developed based on data from adjoining roadway counts. Data was compiled for roadway segments throughout the

City and entered into the database for use in calculations. The unit for many of these calculations is vehicle-miles (veh-mi), and the existing roadway capacity analysis is shown in **Table 4-2.**

Table 4-2: Existing Roadway Capacity Analysis

Shared Service Area	Roadway	From	To	% in Serv. Area	Length (mi)	Lanes	Type	PM Peak Hr Lane Capacity	Peak Hour Volumes			Supply (veh-mi)	Demand (veh-mi)	Excess Capacity (veh-mi)	Existing Deficiency (veh-mi)
									A	B	Total				
Service Area 1															
-	Bailey Rd (CR101)	Bailey Ave (City Limits)	E City Limits	100%	0.28	4	UA	590	905	928	**1,833**	661	513	148	0
-	Croix Rd (CR 58)	Almeda School Rd (CR 48)	460' East of Rodeo Dr (City Limit)	100%	0.82	4	DA	665	720	800	**1,520**	2,181	1,246	935	0
-	Croix Rd (CR 58)	Croix Pkwy (CR 84; City Limit)	Laigle Rd (CR 85)	100%	0.34	4	DA	665	655	999	**1,654**	904	562	342	0
-	Almeda School Rd (CR 48)	Magnolia Pkwy (CR 59)	90' South of Mustang Bayou (City Limits)	100%	0.42	4	DA	665	600	700	**1,300**	1,117	546	571	0
-	Almeda School Rd (CR 48)	4610 CR 48 (City Limit)	Croix Rd (CR 58)	100%	0.51	4	DA	665	611	746	**1,357**	1,357	692	665	0
-	Old Airline Rd (CR 48)	Croix Rd (CR 58)	Rio Lindo St/Palm Desert Dr	100%	0.28	4	DA	665	611	746	**1,357**	745	380	365	0
-	Old Airline Rd (CR 48)	Rio Lindo St/Palm Desert Dr	SH 6	100%	1.40	4	DA	665	518	718	**1,236**	3,724	1,730	1,994	0
-	Iowa Colony Rd (CR 48)	SH 6	Entrance to 16400 SH 6	100%	0.06	4	UA	590	200	268	**468**	142	28	114	0
-	Iowa Colony Rd (CR 48)	Entrance to 16400 SH 6	S City Limits	100%	0.21	2	UA	590	200	268	**468**	248	98	150	0
-	Rodeo Dr	Croix Rd (CR 58)	Palm Desert Dr	100%	0.34	2	UC	510	100	130	**230**	347	78	269	0
-	Rodeo Dr	Palm Desert Dr	Oakland Park Dr	100%	0.14	2	UC	510	100	130	**230**	143	32	111	0
-	Rodeo Dr	Oakland Park Dr	Atascadero Dr	100%	0.71	2	UC	510	137	174	**311**	724	221	503	0
-	Rodeo Dr	Atascadero Dr	Rodeo Palms Pkwy	100%	0.12	4	DC	565	137	174	**311**	271	37	234	0
-	Rodeo Palms Pkwy	Rodeo Palms Blvd	Rodeo Dr	100%	0.14	4	DA	665	137	137	**342**	372	38	334	0
-	Rodeo Palms Pkwy	Rodeo Dr	SH 288	100%	0.19	4	DA	665	170	140	**310**	505	59	447	0
-	Kirby Dr	Broad Reach Rd	End of Road	100%	0.31	4	DA	665	45	37	**82**	825	25	799	0
-	SH 6	Old Airline Rd (CR 48)	Kirby Dr	100%	0.52	6	DA	665	1,467	1,734	**3,201**	2,075	1,665	410	0
-	SH 6	Kirby Dr	SH-288	100%	0.37	6	DA	665	1,467	1,734	**3,201**	1,476	1,184	292	0
												17,817	**9,137**	**8,680**	**0**
Service Area 2															
-	Croix Rd (CR 58)	SH 288	City Limit	100%	0.12	2	DA	665	258	224	**482**	160	58	102	0
-	Bailey Rd (CR101)	SH 288	E City Limits	100%	0.17	4	UA	590	928	905	**1,833**	401	312	90	0
-	Old Chocolate Bayou Rd	Patterson Rd	Masters Rd (FM 1128)	100%	0.63	2	UC	510	18	25	**43**	643	27	616	0
-	Patterson Rd	4824 Patterson Rd	Old Chocolate Bayou Rd (CR 89)	100%	0.38	2	UA	590	254	169	**34**	448	161	288	0
-	Patterson Rd	Old Chocolate Bayou Rd (CR 89)	Del Bello Rd (CR 90)	100%	0.81	2	UA	590	13	21	**34**	956	28	928	0
-	Del Bello Rd (CR 90)	Criox Rd CR-58)	Patterson Rd	100%	1.05	2	UA	590	254	169	**423**	1,239	444	795	0
-	Del Bello Rd (CR 90)	Patterson Rd	Masters Rd (FM 1128)	100%	0.65	2	UA	590	254	169	**423**	767	275	492	0
-	Del Bello Blvd	SH 288	Manvel Pkwy	100%	0.39	4	DA	665	86	110	**196**	1,037	76	961	0
-	Del Bello Blvd	Manvel Pkwy	Pollard Blvd	100%	0.59	2	UA	590	26	30	**56**	696	33	663	0
-	Del Bello Blvd	6105 Del Bello Blvd	6403 Del Bello Blvd	100%	0.10	2	UA	590	5	12	**17**	118	2	116	0
-	Manvel Pkwy	Del Bello Blvd	Lake View Dr	100%	0.35	2	UA	590	28	12	**40**	413	14	399	0
-	Manvel Pkwy	Del Bello Blvd	Autumn Breeze Dr	100%	0.19	2	UA	590	19	36	**55**	224	10	214	0
-	Pollard Blvd	SH 6	Charlotte St	100%	0.68	4	DA	665	79	109	**188**	1,809	128	1,681	0
-	Pollard Blvd	Charlotte St	450' South of Del Bello Blvd	100%	0.94	2	UA	590	60	50	**188**	1,109	103	1,006	0
-	Pollard Blvd	450' South of Del Bello Blvd	Del Bello Blvd	100%	0.09	4	DA	665	60	28	**88**	239	8	231	0
-	Dogwood Ave	Pollard Dr	McCoy Rd	100%	0.39	2	UC	510	1	3	**4**	398	2	396	0
-	Dogwood Ave	McCoy Rd	Masters Rd (FM 1128)	100%	0.51	2	UC	510	15	40	**55**	520	28	492	0

Table 4-2 continued from previous page.

Shared Service Area	Roadway	From	To	% in Serv. Area	Length (mi)	Lanes	Type	PM Peak Hr Lane Capacity	Peak Hour Volumes			Supply (veh-mi)	Demand (veh-mi)	Excess Capacity (veh-mi)	Existing Deficiency (veh-mi)
									A	B	Total				
-	Charlotte St	Livingston Dr	McCoy Rd	100%	0.46	2	DC	565	57	85	**9**	520	65	454	0
-	Charlotte St	McCoy Rd	Masters Rd (FM 1128)	100%	0.46	2	UC	510	30	50	**80**	469	37	432	0
-	McCoy Rd	Dogwood Ave	Tankersley Rd	100%	0.40	2	DA	665	125	147	**168**	532	109	423	0
-	McCoy Rd	Tankersley Rd	Charlotte St	100%	0.17	2	DA	665	135	157	**292**	226	50	176	0
-	McCoy Rd	Charlotte St	Lewis Ln	100%	0.34	2	DA	665	160	184	**344**	452	117	335	0
-	McCoy Rd	Lewis Ln	SH 6	100%	0.34	3	SA	665	187	207	**394**	452	134	318	0
-	McCoy Rd	SH 6	Rodgers Rd	100%	0.09	4	DA	665	382	448	**399**	239	75	165	0
3	Masters (FM 1128)	Old Massey Ranch Rd (CR 90)	Oilfield Rd (CR 98)	50%	0.26	2	UA	590	0	610	**610**	153	159	0	5
3	Masters (FM 1128)	Oilfield Rd (CR 98)	Old Chocolate Bayou Rd (CR 89)	50%	1.04	2	UA	590	0	574	**574**	614	597	17	0
3	Masters (FM 1128)	Old Chocolate Bayou Rd (CR 89)	Del Bello Rd (CR 90)	50%	0.81	2	UA	590	0	576	**576**	478	467	11	0
3	Masters (FM 1128)	Del Bello Rd (CR 90)	Dogwood Ave	50%	0.27	2	UA	590	0	660	**660**	159	178	0	19
3	Masters (FM 1128)	Dogwood Ave	Charlotte St	50%	0.76	2	UA	590	0	670	**22**	448	509	0	61
3	Masters (FM 1128)	Charlotte St	Lewis Ln	50%	0.34	2	UA	590	0	685	**685**	201	233	0	32
3	Masters (FM 1128)	Lewis Ln	SH 6	50%	0.35	2	UA	590	0	698	**698**	207	244	0	38
3	Masters (FM 1128)	SH 6	Bissell Rd	50%	0.27	2	UA	590	0	363	**363**	159	98	61	0
-	Lewis Ln	McCoy Rd	Masters (FM 1128)	100%	0.50	2	UA	590	60	70	**130**	590	65	525	0
-	SH 6	McCoy Rd	Masters (FM 1128)	100%	0.55	6	DA	665	1,658	1,705	**3,363**	2,195	1,850	345	0
-	SH 6	SH-288	Pollard Blvd	100%	1.19	6	DA	665	1,796	1,725	**3,521**	4,748	4,190	558	0
-	Meridiana Pkwy	SH-6	Bissel Rd	100%	0.25	4	DA	665	382	448	**830**	665	208	458	0
												24,685	**11,091**	**13,749**	**155**
Service Area 3															
2	Masters (FM 1128)	Old Massey Rnch Rd (CR 90)	Oilfield Rd (CR 98)	50%	0.26	2	UA	590	529	0	**529**	153	138	16	0
2	Masters (FM 1128)	Oilfield Rd (CR 98)	Old Chocolate Bayou Rd (CR 89)	50%	1.04	2	UA	590	442	0	**22**	614	460	154	0
2	Masters (FM 1128)	Old Chocolate Bayou Rd (CR 89)	Del Bello Rd (CR 90)	50%	0.81	2	UA	590	460	0	**1,016**	478	373	105	0
2	Masters (FM 1128)	Del Bello Rd (CR 90)	Dogwood Ave	50%	0.27	2	UA	590	470	0	**470**	159	127	32	0
2	Masters (FM 1128)	Dogwood Ave	Charlotte St	50%	0.76	2	UA	590	505	0	**505**	448	384	65	0
2	Masters (FM 1128)	Charlotte St	Lewis Ln	50%	0.34	2	UA	590	528	0	**528**	201	180	21	0
2	Masters (FM 1128)	Lewis Ln	SH 6	50%	0.35	2	UA	590	573	0	**1,271**	207	201	6	0
-	Oilfield Rd (CR 98)	Masters (FM 1128)	E. City Limits	100%	3.53	2	UA	590	13	14	**27**	4,165	95	4,070	0
-	Belcher Rd (CR 397)	Masters (FM 1128)	E. City Limits	100%	0.29	2	UA	590	15	25	**40**	342	12	331	0
-	Cemetery Rd	Scott Ave	Lewis Ln	100%	0.58	2	UA	590	20	22	**42**	684	24	660	0
-	Cemetery Rd	Lewis Ln	SH 6	100%	0.34	2	UA	590	30	32	**62**	401	21	380	0
-	Lewis Ln	Masters (FM 1128)	Cemetery Rd	100%	0.60	2	UA	590	40	50	**90**	708	54	654	0
-	SH 6	Masters (FM 1128)	Cemetery Rd	100%	0.55	6	DA	665	1,887	1,665	**3,552**	2,195	1,954	241	0
-	SH 6	Cemetery Rd	Pearland Sites Rd (E. City Limits)	100%	2.03	6	DA	665	1,903	1,643	**3,546**	8,100	7,198	901	0
-	Pearland Sites Rd.	SH-6	Bissel Rd (CR-190)	100%	0.26	2	UA	590	57	85	**142**	307	37	270	0
												19,162	**11,256**	**7,906**	**0**

Table 4-2 continued from previous page.

Shared Service Area	Roadway	From	To	% in Serv. Area	Length (mi)	Lanes	Type	PM Peak Hr Lane Capacity	Peak Hour Volumes			Supply (veh-mi)	Demand (veh-mi)	Excess Capacity (veh-mi)	Existing Deficiency (veh-mi)
									A	B	Total				
Service Area 4															
-	Bissell Rd (CR-190)	Under Meridiana Pkwy	Masters (CR 67)	100%	0.56	2	UA	590	17	17	**34**	661	19	642	0
-	Bissell Rd (CR-190)	Masters (CR 67)	E. City Limits	100%	1.56	2	UA	590	98	73	**171**	1,841	267	1,574	0
-	Jordan St (CR 90)	Kirchner Rd	Meridiana Pkwy	100%	0.86	2	UC	510	35	33	**117**	877	58	819	0
-	Jordan St (CR 90)	Meridiana Pkwy	Masters (CR 67)	100%	0.59	2	UC	510	38	27	**65**	602	38	563	0
-	Jordan St (CR 90)	Masters (CR 67)	8030 Jordan St	100%	0.86	2	UC	510	36	16	**52**	877	45	832	0
-	Clark Rd (CR 90)	W. City Limits	Kirchner Rd	100%	1.40	2	DA	665	56	48	**104**	1,862	146	1,716	0
-	Meridiana Pkwy	Bissel Rd	Jordan St	100%	0.25	4	DA	665	382	448	**830**	665	208	458	0
-	Meridiana Pkwy	Jordan St	Sora Dr/Cumulus Dr	100%	1.49	4	DA	665	369	406	**775**	3,963	1,155	2,809	0
-	Meridiana Pkwy	Sora Dr/Cumulus Dr	Pursley Blvd	100%	0.71	4	DA	665	341	365	**706**	1,889	501	1,387	0
-	Meridiana Pkwy	Pursley Blvd	S. City Limits	100%	0.04	4	DA	665	422	345	**767**	106	31	76	0
-	Cumulus Rd	Meridiana Pkwy	Masters (CR 67)	100%	0.67	2	UC	510	50	50	**100**	683	67	616	0
-	Masters (CR 67)	Bissell Rd	Jordan St	100%	0.41	2	UA	590	215	347	**562**	484	230	253	0
-	Masters (CR 67)	Jordan St	Uzzelle Rd	100%	0.92	2	UA	590	182	246	**428**	1,086	394	692	0
-	Masters (CR 67)	Uzzelle Rd	Hanselman Rd	100%	1.00	2	UA	590	159	255	**414**	1,180	414	766	0
-	Masters (CR 67)	Hanselman Rd	Cumulus Dr	100%	0.17	2	UA	590	196	215	**411**	201	70	131	0
-	Masters (CR 67)	Cumulus Dr	W. City Limits	100%	0.33	2	UA	590	159	205	**414**	389	120	269	0
-	Uzzelle Rd	Masters (CR 67)	Kings Dr	100%	0.75	2	UC	510	49	15	**64**	765	48	717	0
-	Pursley Blvd	W. City Limits	Montane Grove Dr	100%	0.17	2	UA	590	250	175	**425**	201	72	128	0
-	Pursley Blvd	Montane Grove Dr	Meridiana Pkwy	100%	0.85	4	DA	665	250	175	**425**	2,261	361	1,900	0
												20,593	**4,244**	**16,349**	**0**
												82,257	**35,728**	**46,684**	**155**

4.1.2 Vehicle-Miles of Existing Capacity

An analysis of the total capacity for each service area was performed. For each roadway segment, the existing vehicle-miles of capacity supplied was calculated using the following equation:

Vehicle-Miles of Capacity = Link capacity per peak hour per lane x Number lanes x Segment length

A summary of the current capacity available on the roadway system is shown in **Table 4-3**. It is important to note that the roadway capacity depicted in **Table 4-3** is system-wide for most major roadways and not restricted to those roadways proposed in the impact fee CIP. Directional calculations of capacity were performed separately.

4.1.3 Vehicle-Miles of Existing Demand

The level of current usage in terms of vehicle-miles was calculated for each roadway segment. The vehicle-miles of existing demand were calculated by the following equation:

Vehicle-Miles of Demand = Peak hour volume x Segment length

Table 4-2 also lists total vehicle-miles of demand. For each roadway segment, the existing vehicle-miles of excess capacity and/or deficiencies were calculated. Each direction was evaluated to determine if vehicle demands exceeded the available capacity. If demand exceeded capacity in one or both directions, the deficiency was deducted from the supply associated with the impact fee CIP. A summary of existing capacity, demand, excess capacity, and deficiencies by roadway service area is shown in **Table 4-3.**

Table 4-3: Roadway Existing Vehicle-Miles of Capacity, Demand, Excess Capacity, and Deficiencies

Service Area	Capacity (veh-mi)	Demand (veh-mi)	Excess Capacity (veh-mi)	Deficiencies (veh-mi)
1	17,817	9,137	8,680	0
2	24,685	11,091	13,749	155
3	19,162	11,256	7,906	0
4	20,593	4,244	16,349	0
Total	**82,257**	**35,728**	**46,684**	**155**

4.2 Roadway Demand Projections

The projected growth for the transportation service area is represented by the increase in the number of new vehicle-miles generated over the 10-year planning period. The basis for calculating new demand was the population and employment projections outlined in previous sections. Employment data was provided in terms of the number of jobs.

Projected vehicle-miles of demand were calculated based on the growth expected to occur during the 10-year planning period, and on the associated service unit generation for each of the population and employment data components (basic, service and retail). Separate calculations were performed for each data component and were then aggregated for the service area. Vehicle-miles of demand for population growth were based on dwelling units, and vehicle-miles of demand for employment were based on the number of employees and estimates of square footage per employee.

Information extracted from the regional travel demand model provides information on average trip lengths for four general types of land uses. These trip lengths, in conjunction with trip rate data published in ITE *Trip Generation, 12th Edition*, were converted into service unit equivalencies by specific land use type. Other information used to tailor data to the City of Manvel included an evaluation of trip lengths in adjacent cities and a comparison to average trip length values from the H-GAC travel demand model. These equivalencies are:

- 3.91 vehicle-miles per dwelling unit for residential.
- 2.32 vehicle-miles per thousand square feet for basic employment.
- 5.71 vehicle-miles per thousand square feet for service employment.
- 3.97 vehicle-miles per thousand square feet of retail employment.

Table 4-4 lists the projected vehicle-miles of demand over the 10-year planning period for the City.

Table 4-4: 10-Year Projected Vehicle-Miles of New Demand

Service Area	A Additional Population	B Persons per Dwelling Unit	C = A / B Added Dwelling Units	D Vehicle-Miles per Dwelling Unit	E = C x D Total Vehicle-Miles
Estimated **Residential** Growth Vehicle-Mile Trip Generation					
1	3,873	2.89	1,340	3.91	5,239
2	7,712		2,669		10,436
3	8,236		2,850		11,144
4	7,429		2,571		10,053
Total	**27,250**		**9,430**		**36,872**

Service Area	A Additional Employees	B Square Feet per Employee	C = A x B Added Square Feet	D Vehicle-Miles per 1,000 Square Feet	E = C/1,000 x D Total Vehicle-Miles
Estimated **Basic Employment** Growth Vehicle-Mile Trip Generation					
1	6	1,500	9,000	2.32	21
2	104		156,000		362
3	0		0		0
4	0		0		0
Total	**110**		**165,000**		**383**
Estimated **Service Employment** Growth Vehicle-Mile Trip Generation					
1	316	500	158,000	5.71	902
2	1,945		972,500		5,553
3	325		162,500		928
4	10,154		5,077,000		28,990
Total	**12,740**		**6,370,000**		**36,373**
Estimated **Retail Employment** Growth Vehicle-Mile Trip Generation					
1	369	800	295,200	3.97	1,172
2	215		172,000		683
3	71		56,800		225
4	1,935		1,548,000		6,146
Total	**2,590**		**2,072,000**		**8,226**

Service Area	Residential Growth Vehicle-Miles	Basic Emp Growth Vehicle-Miles	Service Emp Growth Vehicle-Miles	Retail Emp Growth Vehicle-Miles	Total Growth Vehicle-Miles
1	5,239	21	902	1,172	**7,334**
2	10,436	362	5,553	683	**17,034**
3	11,144	0	928	225	**12,297**
4	10,053	0	28,990	6,146	**45,189**
Total	**36,872**	**383**	**36,373**	**8,226**	**81,854**

4.3 Roadway System Improvements

4.3.1 Eligible Improvements

The roadway impact fee CIP aims to address the long-term growth expected for the City, provide the ability to credit development-driven road improvements against assessed impact fees, and reduce program amendment needs to incorporate eligible facilities not in the impact fee program. To this end, most arterial and collector roads on the Thoroughfare Plan were initially incorporated into the impact fee program, with adjustments made to remove developer-implemented improvements (information per City staff). The approach of all remaining roadways satisfies recently adopted legislation regarding "funded" roads through the impact fee program.

Legislative mandate stipulates that the impact fee CIP contain only those roadways classified as *arterial* or *collector* status facilities that are included in the City's adopted Thoroughfare Plan. Impact fee legislation also allows for the recoupment of costs for previously constructed facilities as well as projects currently under construction. City staff stated that there would be no recoupment projects; only new roadway projects would be included in the impact fee program.

4.3.2 Impact Fee CIP

The impact fee CIP includes 73 project segments that advance the implementation of the Thoroughfare Plan network. Projects identified include only new lanes added to achieve Thoroughfare Plan standards, and, thus, only new capacity is provided by the CIP. For example, if two lanes of a future four-lane arterial exist, the two new lanes of added capacity are incorporated into the program. The capacity provided and the net capacity provided by the proposed CIP are summarized in **Table 4-5**. Net capacity provided by the proposed CIP takes into consideration current traffic on those roadways and any deficiencies in the network from the existing conditions analysis described in Section 4.1 Roadway Systems. A detailed listing by project of the capacity supplied can be found in **Table 4-7**.

Table 4-5: Capacity and Net Capacity Provided by the Proposed CIP

Service Area	A Capacity Supplied by CIP (veh-mi)	B Existing Utilization on IFCIP-Eligible Network (veh-mi)	C = A – B Excess Capacity (veh-mi)	D Existing Deficiencies (veh-mi)	E = C – D Net Capacity Supplied by CIP (veh-mi)
1	1,032	0	1,032	0	1,032
2	15,871	0	15,871	155	15,716
3	14,139	0	14,139	0	14,139
4	21,584	0	21,584	0	21,584
Total	**52,626**	**0**	**52,626**	**155**	**52,471**

A comparison of net capacity provided by the proposed CIP relative to 10-year needs is listed in **Table 4-6**. The percent attributable to new growth is a direct result of the land use assumptions described earlier in the report. Based on the land use assumptions, **100%** of the capacity provided by the CIP, on average citywide, is expected to be consumed by 10-year growth.

Table 4-6: Capacity and Net Capacity Provided by the Proposed CIP

	E	F	E / F (Max 100%)
Service Area	Net Capacity Supplied by CIP (veh-mi)	Projected 10-Year Growth (veh-mi)	Percent Of CIP Attributable to New Dev. (10-Yr.)
1	1,032	7,334	100%
2	15,716	17,034	100%
3	14,139	12,297	87%
4	21,584	45,189	100%
Total	**52,471**	**81,854**	**100%**

Table 4-7 lists the corresponding proposed CIP projects, and **Figure 4-1** illustrates the eligible roadway CIP.

Table 4-7: Roadway System Eligible CIP Projects

							A		B			C	D = A x B x C	E	F = D - E
Map Ref #	ID	Shared Service Area	Roadway	From	To	% in Service Area	Length (mi)	Existing Lanes	Eligible Improvement (added lanes)	Type	Lane Capacity	New Capacity Provided	Existing Utilization	Net Capacity Provided (veh-mi)
Service Area 1														
88	1-CR48	X	CR-48	SH-6	S City Limit	**50%**	0.27	2	2	DA	665	180	0	180
67	1-KBY-1	-	Kirby Dr (A)	City Limits	City Limits	**100%**	0.06	0	4	DA	665	160	0	160
66	1-KBY-2	-	Kirby Dr (B)	CR-58	City Limits	**100%**	0.26	0	4	DA	665	692	0	692
							0.59					**1,032**		**1,032**
Service Area 2														
56	2-CHB		Chocolate Bayou Rd	Lira Rd	FM 1128	**100%**	0.94	2	2	UA	590	1,109	0	1,109
138	2-OMR-1	X	Old Massey Ranch (CR-100)	330' E of Old Chocolate Bayou Rd (CR-89)	Patterson Rd	**50%**	0.67	2	2	DA	665	446	0	446
111	2-OMR-2	X	Old Massey Ranch (CR-100)	Patterson Rd	Masters Rd (FM 1128)	**50%**	0.33	0	4	DA	665	439	0	439
73	2-CRX-1		Croix Rd (CR-58)	Oak Crest Pkwy	1035' E of Oak Crest Pkwy	**100%**	0.20	2	2	DA	665	266	0	266
72	2-CRX-2	X	Croix Rd (CR-58)	1035' E of Oak Crest Pkwy	Del Bello Rd	**50%**	0.28	2	2	DA	665	186	0	186
102	2-DBB-1		Del Bello Blvd EXT A	Pollard Blvd	Pollard Drive	**100%**	0.45	0	4	DA	665	1,197	0	1,197
103	2-DBB-2		Del Bello Blvd	Pollard Drive	Del Bello Blvd EXT B	**100%**	0.12	2	2	DA	665	160	0	160
51	2-DBB-3		Del Bello Blvd EXT B	Del Bello Blvd	Del Bello Rd (CR-90)	**100%**	0.19	0	4	DA	665	505	0	505
107	2-DBR-1		Del Bello Rd (CR-90)	Croix Rd (CR-58)	Lira Rd	**100%**	0.73	2	2	DA	665	971	0	971
120	2-DBR-2		Del Bello Rd (CR-90)	Lira Rd	Patterson Rd	**100%**	0.32	2	2	DA	665	426	0	426
30	2-DBR-3		Del Bello Rd (CR-90)	Patterson Rd	Masters Rd (FM 1128)	**100%**	0.65	2	2	DA	665	865	0	865
54	2-LWS		Lewis Ln	Mccoy Rd	Masters Rd (FM 1128)	**100%**	0.50	2	2	UC	510	510	0	510
109	2-LIRA-1		Lira Rd	Del Bello Blvd	Lira Rd EXT	**100%**	0.55	2	2	DA	665	732	0	732
108	2-LIRA-2		Lira Rd EXT	Lira Rd	City Limit	**100%**	0.59	0	4	DA	665	1,569	0	1,569
110	2-LIRA-3	X	Lira Rd	Old Chocolate Bayou	N City Limit	**50%**	0.22	2	2	DA	665	146	0	146
40	2-MCC-1		Mccoy Rd	Charlotte St	SH 6	**100%**	0.68	2	2	DA	665	904	0	904
26	2-MSTR-1	X	Masters Rd (FM 1128)	Bailey Ave (CR-101)	Old Massey Ranch (CR-100)	**50%**	1.00	2	2	DA	665	665	0	665
27	2-MSTR-2	3	Masters Rd (FM 1128)	Old Massey Ranch (CR-100)	Oilfield Rd	**50%**	0.26	2	2	DA	665	173	0	173
28	2-MSTR-3	3	Masters Rd (FM 1128)	Oilfield Rd	Chocolate Bayou Rd	**50%**	1.04	2	2	DA	665	692	0	692
29	2-MSTR-4	3	Masters Rd (FM 1128)	Chocolate Bayou Rd	Dogwood Ave	**50%**	1.08	2	2	DA	665	718	0	718
39	2-MSTR-5	3	Masters Rd (FM 1128)	Dogwood Ave	Charlotte St	**50%**	0.76	2	2	DA	665	505	0	505
38	2-MSTR-6	3	Masters Rd (FM 1128)	Charlotte St	SH 6	**50%**	0.69	2	2	DA	665	459	0	459
84	2-MSTR-7	3	Masters Rd (FM 1128)	SH-6	Railroad	**50%**	0.23	2	2	DA	665	153	0	153
106	2-NEW-1		New Road 2A	Croix Rd (CR-58)	Del Bello Blvd	**100%**	0.78	0	4	DA	665	2,075	0	2,075
							13.26					**15,871**		**15,871**

Table 4-7 continued from previous page

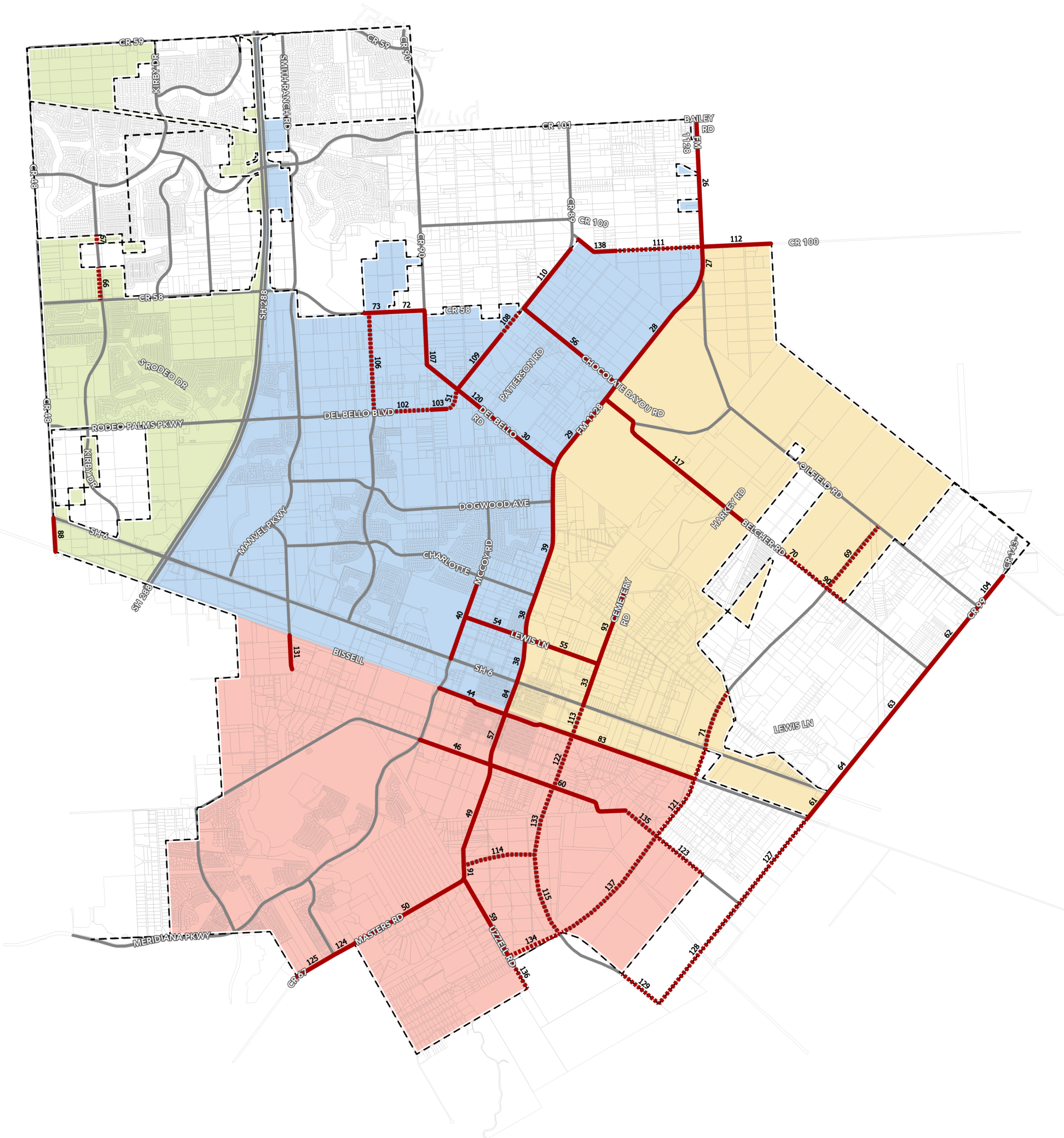
							A		B		C	D = A x B x C	E	F = D - E
Map Ref #	ID	Shared Service Area	Roadway	From	To	% in Service Area	Length (mi)	Existing Lanes	Eligible Improvement (added lanes)	Type	Lane Capacity	New Capacity Provided	Existing Utilization	Net Capacity Provided (veh-mi)
Service Area 3														
117	3-BELC-1		Belcher Rd	Masters Rd (FM 1128)	50’ W of Hal McLain	**100%**	1.56	2	2	DA	665	2,075	0	2,075
70	3-BELC-2	X	Belcher Rd	900' E of Frey Rd	2250' W of City Limit	**100%**	0.25	0	4	DA	665	665	0	665
90	3-BELC-3	X	Belcher Rd	2250' W of City Limit	W City Limit	**50%**	0.42	0	4	DA	665	559	0	559
93	3-CEM-1		Cemetery Rd	Scott Ave	Lewis Ln	**100%**	0.34	2	2	UC	510	347	0	347
33	3-CEM-2		Cemetery Rd	Lewis Ln	SH 6	**100%**	0.58	2	2	UC	510	592	0	592
104	3-CR99-1	X	CR-99	170' S of Heights Rd	Oilfield Rd	**50%**	0.26	2	2	DA	665	173	0	173
62	3-CR99-2	X	CR-99	Oilfield Rd	Belcher Rd	**50%**	0.62	2	2	DA	665	412	0	412
63	3-CR99-3	X	CR-99	Belcher Rd	Lewis Ln	**50%**	0.79	2	2	DA	665	525	0	525
64	3-CR99-4	X	CR-99	Lewis Ln	SH-6	**50%**	0.45	2	2	DA	665	299	0	299
61	3-CR99-5	X	CR-99	SH-6	Alvin-Manvel Rd	**50%**	0.31	2	2	DA	665	206	0	206
55	3-LEW		Lewis Ln	Masters Rd (FM 1128)	Cemetery Rd	**100%**	0.60	2	2	UC	510	612	0	612
27	3-MSTR-1	2	Masters Rd (FM 1128)	Old Massey Ranch (CR-100)	Oilfield Rd	**50%**	0.26	2	2	DA	665	173	0	173
28	3-MSTR-2	2	Masters Rd (FM 1128)	Oilfield Rd	Chocolate Bayou Rd	**50%**	1.04	2	2	DA	665	692	0	692
29	3-MSTR-3	2	Masters Rd (FM 1128)	Chocolate Bayou Rd	Dogwood Ave	**50%**	1.08	2	2	DA	665	718	0	718
39	3-MSTR-4	2	Masters Rd (FM 1128)	Dogwood Ave	Charlotte St	**50%**	0.76	2	2	DA	665	505	0	505
38	3-MSTR-5	2	Masters Rd (FM 1128)	Charlotte St	SH 6	**50%**	0.69	2	2	DA	665	459	0	459
84	3-MSTR-6	2	Masters Rd (FM 1128)	SH-6	Railroad	**50%**	0.23	2	2	DA	665	153	0	153
69	3-NEW-1		New Road 3A	Oilfield Rd	Belcher Rd	**100%**	0.62	0	4	DA	665	1,649	0	1,649
71	3-NEW-2		New Road 3B	Bissel Rd	City Limit	**100%**	0.73	0	4	DA	665	1,942	0	1,942
113	3-NEW-3		New Road 3C	SH 6	Bissel Rd	**100%**	0.25	0	4	DA	665	665	0	665
112	3-OMR		Old Massey Ranch (CR-100)	Masters Rd (FM 1128)	635' W of Holland Rd	**100%**	0.54	2	2	DA	665	718	0	718
							10.82					**14,139**		**14,139**

Table 4-7 continued from previous page

							A		B		C	D = A x B x C	E	F = D - E
Map Ref #	ID	Shared Service Area	Roadway	From	To	% in Service Area	Length (mi)	Existing Lanes	Eligible Improvement (added lanes)	Type	Lane Capacity	New Capacity Provided	Existing Utilization	Net Capacity Provided (veh-mi)
Service Area 4														
44	4-BIS-1		Bissell Rd	Meridiana Pkwy	Masters Rd	**100%**	0.56	2	2	UA	590	661	0	661
83	4-BIS-2		Bissell Rd	Masters Rd	E City Limit	**100%**	1.57	2	2	UA	590	1,853	0	1,853
131	4-IOWA		Iowa Ln	Bissel St	Bullard Pkwy	**100%**	0.27	2	2	UC	510	275	0	275
46	4-JOR-1		Jordan St	Meridiana Pkwy	Masters Rd	**100%**	0.58	2	1	SC*	55	87	0	87
60	4-JOR-2		Jordan St	Masters Rd	Jordan St EXT A	**100%**	1.15	2	1	SC*	55	173	0	173
135	4-JOR-3		Jordan St EXT A	Jordan St	New Road 4G	**100%**	0.32	0	3	SC	565	362	0	362
123	4-JOR-4	X	Jordan St EXT B	New Road 4G	E City Limits	**50%**	0.47	0	3	SC	565	266	0	266
57	4-MSTR-1		Masters Rd (CR-67)	Railroad	Jordan St	**100%**	0.81	2	2	DA	665	1,077	0	1,077
49	4-MSTR-2		Masters Rd (CR-67)	Jordan St	New Road 4C	**100%**	1.00	2	2	DA	665	1,330	0	1,330
91	4-MSTR-3		Masters Rd (CR-67)	New Road 4C	Uzzell Rd	**100%**	0.11	2	2	DA	665	146	0	146
50	4-MSTR-4		Masters Rd (CR-67)	Uzzell Rd	Hanselman Rd	**100%**	1.00	2	2	DA	665	1,330	0	1,330
124	4-MSTR-5	X	Masters Rd (CR-67)	Hanselman Rd	Cumulus Dr	**50%**	0.18	2	2	DA	665	120	0	120
125	4-MSTR-6	X	Masters Rd (CR-67)	Cumulus Dr	1760' S of Cumulus Dr	**50%**	0.34	2	2	DA	665	226	0	226
122	4-NEW-1		New Road 4A	Bissel Rd	Jordan St	**100%**	0.43	0	4	DA	665	1,144	0	1,144
133	4-NEW-2		New Road 4B	Jordan St	New Road 4C	**100%**	0.54	0	4	DA	665	1,436	0	1,436
114	4-NEW-3		New Road 4C	Masters Rd (FM 1128)	New Road 4D	**100%**	0.56	0	4	UA	590	1,322	0	1,322
115	4-NEW-4		New Road 4D	New Road 4C	E City Limit	**100%**	0.66	0	4	DA	665	1,756	0	1,756
137	4-NEW-5		New Road 4E	Jordan St EXT A	New Road 4D	**100%**	1.06	0	4	UA	590	2,502	0	2,502
134	4-NEW-6		New Road 4F	New Road 4D	Uzzell Rd	**100%**	0.44	0	4	UA	590	1,038	0	1,038
121	4-NEW-7	X	New Road 4G	Alvin-Manvel Rd	Jordan St EXT A	**50%**	0.54	0	4	UA	590	637	0	637
127	4-NEW-8	X	New Road 4H	Alvin-Manvel Rd	Jordan St EXT B	**50%**	0.84	0	4	UA	590	991	0	991
128	4-NEW-9	X	New Road 4I	Jordan St EXT B	New Road 4J	**50%**	1.00	0	4	UA	590	1,180	0	1,180
129	4-NEW-10	X	New Road 4J	E City Limit	New Road 4I	**50%**	0.37	0	4	DA	665	492	0	492
59	4-UZZ-1		Uzzell Rd	Masters Rd	New Road 4F	**100%**	0.75	2	2	UA	590	885	0	885
136	4-UZZ-2	X	Uzzell Rd EXT	New Road 4F	1315' W of Kings Dr	**50%**	0.25	0	4	UA	590	295	0	295
							15.80					**21,584**	0	**21,584**
											Total	**52,626**	**0**	**52,626**

**For roadways with one added TWLTL, the TWLTL capacity is added to each existing through lane.*

Figure 4-1: Roadway System Impact Fee Eligible Projects



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THE CITY OF MANVEL TEXAS — INC. 1960

Manvel Roadway Impact Fee Program
Schedule of Important Dates

December 26, 2025

DATE	DESCRIPTION	ACTION BY
August 6th	Project Kick-off Meeting	City Staff FNI
August/Sept	**Resolution** by City Council to appoint Capital Improvements Advisory Committee (CIAC); conduct study for potential implementation of roadway impact fees	City Council
Week of Sept 15th or 22nd	Collection of Roadway Traffic Counts	FNI
September 17th	City Staff Meeting #1 (virtual): Draft LUA (growth rates)	City Staff FNI
October 8th	Send draft LUA/CIP materials & CIAC packet for City Staff review	FNI
October 15th	City Staff comments on draft LUA/CIP, draft CIAC packet	City Staff FNI
October 20th	Send presentation materials and revised Draft LUA/IFCIP to CIAC	City Staff FNI
Week of October 27th	CIAC Meeting #1: Review/approval of Draft LUA (growth rates) and Draft IFCIP	CIAC
November 21st	Draft LUA/CIP Report to City Staff for Review	FNI
December 10th	Comments on Draft LUA/CIP Report due to FNI	City Staff
December 29th	Final LUA and CIP Report to City Staff	FNI
January 20th (90 days before PH)	**Resolution** by City Council establishing Public Hearing date to consider possible adoption of LUA/CIP (*PH between 90 and 120 days of resolution*)	City Council
March 20th (at latest)	**Publish Notice of Public Hearing** on impact fee (at least 30 days before PH)	City Staff
April 3rd	LUA/CIP written recommendation by CIAC to City Staff	CIAC

April 10th		CIAC recommendation due to City Secretary/City Council (at least 5 business days prior to PH)	City Staff
April 20th		**Public Hearing** to adopt LUA and CIP; **1st reading of Ordinance** approving LUA and CIP	City Council
May 4th		**2nd Reading of Ordinance** adopting LUA/CIP (*adoption within 30 days of PH*)	City Council
Week of April 20th		City Staff Meeting #2 (Virtual): Impact fee calculations, collection rates, and benchmarking	City Staff FNI
May 4th		Send presentation materials, impact fee calculations, collection rates, and benchmarking to CIAC	City Staff FNI
Week of May 11th		CIAC Meeting #2: Impact Fee calculations, collection rates and benchmarking	CIAC
June 8th		Draft Impact Fee Report to City Staff for Review	FNI
June 19th		Comments on Draft Impact Fee Report due to FNI	City Staff
June 29th		Impact Fee Report to City Staff (for use with Resolution calling for Public Hearing)	FNI
July 6th (119 days before PH)		**Resolution** by City Council establishing Public Hearing date to consider possible adoption of roadway impact fee (*PH between 90 and 120 days of resolution*)	City Council
Earliest:	*Compliant Alternative:*		
September 5th (at latest)	*October 16th (at latest)*	**Publish Notice of Public Hearing** on impact fee (at least 30 days before PH)	City Staff
October 5th	*October 19th*	Impact Fee written recommendation by CIAC to City Staff	CIAC
October 12th	*October 26th*	CIAC recommendation due to City Secretary/City Council (at least 5 business days prior to PH)	City Staff
October 19th	*November 2nd*	**Public Hearing** to adopt Impact Fee rates; 1st reading of **Ordinance**	City Council
November 2nd	*November 16th*	2nd reading of **Ordinance** (*adoption within 30 days of PH*)	City Council

*City Council Meetings are held on the **1st and 3rd Mondays** of each month*

Public Notice Requirements:

- *By certified mail to anyone with written requests 2 years prior to the plan process*
- *1 or more newspapers in county where the municipality resides (Brazoria County)*

CITY COUNCIL DATA SHEET

MEETING DATE: January 20, 2026 **Regular Agenda**

TOPIC:
2nd reading - Sign Ordinance Amendment – Electioneering and Campaign Signs on City-Owned Property

BACKGROUND:

Purpose (Big Picture)

To set clear, consistent rules for campaign signs and electioneering only on City-owned property used as polling places.
The goal is simple: safe access, fair treatment, and orderly elections—without regulating political viewpoints.

Where These Rules Apply

- City-owned or City-controlled property
- Only when the site is used as a polling place (Early Voting or Election Day)

These rules do not replace existing sign regulations they add polling-place-specific guardrails.

State Law Still Controls the 100-Foot Zone

- Electioneering is prohibited within 100 feet of polling place entrances under Texas law.
- The City ordinance does not change this rule.
- All City regulations apply outside that 100-foot boundary.

Campaign Sign Allowances

- Up to three (3) campaign signs per candidate or ballot proposition
- Signs must relate only to items appearing on that ballot
- Each sign:
  - Max 3 square feet per face
  - Max 3 feet in height
  - Self-supporting
  - No illumination or moving parts

Where Signs May NOT Be Placed

- Inside the 100-foot state-law buffer
- In the public right-of-way
- Attached to:
  - Buildings
  - Fences
  - Trees
  - Utility poles
  - Traffic control devices
  - City infrastructure

Where Signs May NOT Be Placed (continued)

- Anywhere that blocks:
  - Entrances or exits
  - Sidewalks or ADA routes
  - Parking areas or drive aisles
  - Emergency access
  - Driver or pedestrian visibility

Canopies and Equipment (Updated Policy)

The ordinance now allows limited canopies, subject to strict controls:

- One (1) canopy per candidate or ballot measure
- Applies to PACs advocating for or against that candidate/measure (PACs do not receive a separate canopy)
- Maximum size: 10' × 10'
- Placement:
  - City-designated areas only
  - First-come, first-served
  - Subject to site capacity, safety, and accessibility
- Must be:
  - Properly weighted or anchored
  - Removed nightly when voting is not occurring
- Canopy signage is allowed if it complies with all sign size and placement rules
- Anti-circumvention provisions prohibit sharing, clustering, or coordinating canopies to expand presence

Prohibited Activities and Equipment

To maintain safe and neutral polling places, the following remain prohibited:

- Megaphones, bullhorns, or amplified sound
- Tables, booths, or unapproved structures
- Any activity that interferes with:
  - Voter access
  - ADA accessibility
  - Emergency response
  - Polling place operations

Vehicles (Clarified)

- A wrapped or lettered car, SUV, pickup, boat, or trailer is not considered a campaign sign or display if:
  - Lawfully parked
  - Not positioned primarily to function as a sign
  - Parked temporarily while voting or conducting lawful business

Timing Requirements (Updated)

- Campaign signs may be placed beginning the first day of early voting
- Campaign signs must be removed within seventy-two (72) hours after polls close on Election Day
- Signs left beyond this window are deemed abandoned property and may be removed by the City without notice

Clean-Up Is Required

Campaigns are responsible for removing:

- Their signs
- Any campaign literature or materials left behind

Enforcement

- Non-compliant signs and materials are declared public nuisances
- Immediate removal authorized by Code Enforcement or designee
- Enforcement is:
  - Uniform
  - Objective
  - Content-neutral
- Violations subject to fines up to $2,000 per day, per violation

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

FUNDING ISSUES

___ Not applicable
__ Not budgeted
___ Full amount already budgeted
___ Funds to be transferred

SUBMITTING STAFF MEMBER City Secretary	FINANCE DIRECTOR APPROVAL CITY MANAGER APPROVAL:

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; 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. Designated areas shall be established based on site-specific safety, access, and operational considerations.

(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 **three (3) campaign signs per candidate or ballot proposition** may be placed in designated areas only 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. – Canopies, Equipment, and Prohibited Activities.

(a) Limited Allowance for Canopies.

One (1) temporary canopy or tent per candidate or measure on the ballot, including any political action committee (PAC) advocating for or against a candidate or measure, may be permitted on City-owned polling place property for electioneering purposes, as space permits, subject to the following requirements:

1. Designated Area Only.

   Canopies shall be placed only within an area designated by the City, which may include the rear row of parking spaces near the flagpole or another location identified by on-site signage or City staff.

2. Maximum Size.

   No canopy shall exceed ten feet by ten feet (10’ × 10’) in footprint.

3. Number, Allocation, and Placement.

   Canopies shall be allocated on a first-come, first-served basis on Election Day, subject to site capacity, safety, accessibility, and visibility considerations as determined by City staff

or election officials. The City may limit the total number of canopies permitted at a polling place and may require spacing or alignment to preserve safety, access, and orderly use of the site.

4. PAC Attribution.

   Any canopy or tent utilized by a political action committee (PAC) shall be counted toward the single canopy or tent allowed for the specific candidate or measure the PAC supports or opposes. PACs shall not be permitted a separate or additional canopy independent of the candidate or measure.

5. Anti-Collusion and Circumvention Prohibited.

   Canopies or tents may not be shared, stacked, clustered, coordinated, or arranged in a manner intended to expand electioneering presence, reserve space, or circumvent the one-canopy limitation per candidate or measure.

6. Anchoring and Safety.

   All canopies shall be properly weighted or anchored at all times to prevent movement or hazard.

7. Nightly Removal.

   Canopies must be removed each night when voting is not actively occurring and may not remain unattended at any time.

(b) Canopy Signage.

Campaign signs or banners affixed to or displayed on a permitted canopy are allowed, provided that such signage:

1. Does not block pedestrian or vehicular visibility;

2. Does not obstruct ADA-accessible routes, entrances, exits, or drive aisles; and

3. Complies with the size, number, and placement limitations of this Article.

(c) Vehicles, Boats, and Trailers Not Considered Campaign Displays.

A wrapped or lettered car, sport utility vehicle (SUV), pickup truck, boat, or trailer shall not be considered a campaign sign or campaign display, provided the vehicle, boat, or trailer is lawfully parked and not positioned or used primarily for the purpose of functioning as a sign or sign structure, and is parked temporarily while the operator is voting or conducting lawful business at the Police Station.

(d) Prohibited Equipment and Activities.

The following are prohibited at City-owned polling places:

1. Use of megaphones, bullhorns, amplified sound devices, or similar equipment;

2. Tables, booths, or structures not expressly permitted under subsection (a);

3. Any activity that interferes with voter access, disability access, emergency response, or polling place operations.

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)~~ seventy-two (72) 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 shall be applied uniformly and based on objective safety, access, and operational criteria.

(b) 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


BACK ROW ONLY
CANOPIES
CANOPIES
POLITICAL SIGNS
POLITICAL SIGNS
POLITICAL SIGNS
POLITICAL SIGNS
POLITICAL SIGNS
POLITICAL SIGNS
POLITICAL SIGNS

Campaign Signs & Electioneering

These rules apply to CITY-OWNED PROPERTY used as a polling place.

Ordinance Reference: City of Manvel Ordinance No. 2026-O-02

POLLING PLACE QUICK REFERENCE

100-FOOT NO ELECTIONEERING ZONE:
Electioneering of any kind is prohibited within 100 feet of any polling place entrance.

Allowed Areas:
Electioneering is allowed only outside the 100-foot boundary and only in City-designated areas.

Campaign Signs:
Maximum of three (3) signs per candidate or proposition. Each sign may not exceed 3 sq. ft. per face or 3 ft. in height. Placed only in City-designated areas.

Placement Rules:
No signs in rights-of-way, on City infrastructure, or blocking ADA access, entrances, parking, or emergency routes. Placed only in City-designated areas.

Canopies:
One (1) canopy per candidate/measure, max 10'x10', City-designated area only, weighted, removed nightly. Placed only in City-designated areas.

Prohibited:
Megaphones, amplified sound, tables, booths, or any interference with polling operations.

Vehicles:
Wrapped vehicles are allowed if lawfully parked and not used primarily as a display. Must be parked temporarily while voting or conducting lawful business.

Time Limits:
Signs allowed beginning first day of early voting; must be removed within 72 hours after polls close.

Enforcement:
Non-compliant signs may be removed immediately; fines up to $2,000 per day.

CITY OF MANVEL

Candidate Electioneering & Campaign Sign FAQ

Ordinance No. 2026-O-02 | City-Owned Polling Places

Where is electioneering prohibited?

Electioneering of any kind is prohibited within 100 feet of any polling place entrance.

Where is electioneering allowed?

Only outside the 100-foot boundary and within City-designated electioneering areas.

How many campaign signs are allowed?

Up to three (3) campaign signs per candidate or ballot proposition.

What size signs are allowed?

Each sign may not exceed three (3) square feet per face or three (3) feet in height. Signs must be self-supporting and non-illuminated.

Are canopies allowed?

Yes. One (1) canopy per candidate or measure, maximum size 10’ x 10’, placed only in City-designated areas, properly anchored, and removed nightly.

Are tables, booths, or sound equipment allowed?

No. Tables, booths, megaphones, bullhorns, and amplified sound are prohibited.

Are wrapped vehicles considered campaign signs?

No, provided the vehicle is lawfully parked, not positioned primarily as a sign, and parked temporarily.

When may signs be placed and removed?

Signs may be placed beginning the first day of early voting and must be removed within 72 hours after polls close.

What happens if I don’t comply?

Non-compliant signs may be removed immediately. Violations are subject to fines up to $2,000 per day.

Purpose: *These regulations protect voter access, safety, and the orderly administration of elections. Rules are enforced uniformly and in a content-neutral manner.*

ORDINANCE NO. 2026-O-03

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, ORDERING THE HOLDING OF A GENERAL ELECTION ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO COUNCILMEMBERS: ONE EACH FOR, MAYOR, PLACE 3, AND PLACE 5; DESIGNATING THE CITY ELECTION PRECINCTS; DESIGNATING A POLLING PLACE; PROVIDING FOR THE APPOINTMENT OF A PRESIDING ELECTION JUDGE AND ALTERNATE PRESIDING ELECTION JUDGE; APPROVING A JOINT ELECTION CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE; ESTABLISHING OTHER PROCEDURES FOR CONDUCTING THE ELECTION; PROVIDING FOR THE INCORPORATION OF THE PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Texas provide that on May 2, 2026, there shall be a general election for municipal officers;

WHEREAS, Article III of the City Charter provides for the elections of its city councilmembers; and

WHEREAS, the City Council of the City of Manvel, Texas, (hereinafter referred to as the "City") has determined that the City should conduct its general municipal election on Saturday, May 2, 2026, and that the following officials shall be elected for the City:

Mayor (3-year term)

Councilmember, Place No. 3 (3-year term)

Councilmember, Place No. 5 (3-year term)

WHEREAS, the election so ordered for the City of Manvel is being ordered not later than 62 days before the election day pursuant to §3.005(a), Texas Election Code; and

WHEREAS, the Texas Election Code is applicable to said election, and in order to comply with said Code, an ordinance should be passed calling the election and establishing the procedures to be followed in said election, and designating the voting place for said election; and

WHEREAS, section 4.10(f) of the City Charter provides that an ordinance calling an election only requires one reading; and

WHEREAS, the City of Manvel (the "City") lies within the boundaries of Brazoria County; and

WHEREAS, the City approves and agrees to conducting the City General Election jointly with other political subdivisions in Brazoria County in accordance with *Tex. Elec. Code, Chapter 271*

WHEREAS, the City and other political subdivisions in the area have made provision to contract with the Brazoria County Elections Officer to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code,* and *Chapter 791, Tex. Gov't Code*;

WHEREAS, the City Council desires to authorize the Mayor to execute a joint election agreement and contract for election services with Brazoria County for the conduct and supervision of the election to be held on May 2, 2026 "Exhibit B";

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

Section 1. The facts and matters contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. General Election Ordered and Notice of Election. A general election shall be held on May 2, 2026 to elect the following city officers: Mayor, City Council Place 3; and City Council Place 5 of the City of Manvel, Texas. The Mayor is hereby authorized to order and give notice of such election in accordance with the Order of City Officers Election. Said Order and Notice will be printed in English and Spanish when required to comply with bilingual requirements as stipulated in Voting Rights Act of 1965. Said Order and Notice shall be posted in accordance with terms and provisions of Election Code Chapter 3 (§ 3.001–.008) and Election Code Chapter 4 (§ 4.003 et seq.). The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

Section 3. Filing Period. Candidates for the above officers may file their application beginning January 14, 2026, and shall file their applications no later than 5:00 p.m. February 13, 2026. All candidates for the office to be filed in the election to be held on May 2, 2026, shall file their application to become candidates, with the City Secretary of the City at City Hall, 20031 Hwy 6, Manvel, Texas. "Exhibit A" Notice of filing period.
The City Secretary shall note on the face of each application the date and time of its filing. Such application shall include the number of the place the candidate is seeking. A declaration of write-in candidacy must be filed with the City Secretary, as provided by Section 146.054 of the Texas Election Code, not later than 5:00 p.m. on February 17, 2026, except as otherwise provided in the case of a deceased or ineligible candidate.

Section 4. Drawing. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the Election Code. The City Secretary shall post a notice in her office, at least 72 hours prior to the date on which the drawing is to be held, of the time and place of the drawing, and shall also give personal notice to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by him or her, shall have a right to be present and observe the drawing.

Section 5. Ballots and Printed Materials. The ballots used for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer (the "Election Officer") for use on the voting devices and ballots used by Brazoria County. The official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 6. Joint Election. The City agrees to conduct a joint election with the political subdivisions designated by the Elections Officer, provided that such political subdivisions hold an election on May 2, 2026 in all or part of the same territory as the City. The joint election for political subdivisions

in Brazoria County will be conducted in accordance with state law, this ordinance, and the Joint Election Agreement and Contract for Election Services with Brazoria County ("Election Services Contract"-See Exhibit B). The Joint Election Agreement and Contract for Election Services with Brazoria County is approved and the Mayor is authorized to execute the agreement. Per instruction from the Brazoria County Elections Director, the City will be responsible for preparing, publishing, and posting the Notice of Election.

Section 7. Conduct of Election. The Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Services Contract and the law governing the holding of general elections by home-rule cities of the State of Texas.

Section 8. Election Precinct and Polling Place. The present boundaries of the City of Manvel, Texas shall constitute six (6) precincts for the election, and the polls shall be open for voting from 7:00 a.m. until 7:00 p.m. at the following polling place:

POLLING PLACES, AND PRECINCTS
Precinct 11, Precinct 40, Precinct 53, Precinct 58, Precinct 65 and Precinct 70
2026 Polling Places – Election Day Vote Centers
Early voting shall occur at locations shown in **Exhibit C**
Any polling place may be changed by the Election Officer upon compliance with state and federal law.

Section 9. Early Voting. Early voting by personal appearance shall be conducted by Early Voting Clerks to be appointed by Brazoria County according to the Joint Election Agreement and Contract for Election Services entered into by and between the City of Manvel and Brazoria County, and, in accordance with Sections 83.032 and 83.034 of the Texas Election Code, the Early Voting Clerk may appoint one or more deputy early voting clerks who shall serve without additional compensation. Said clerks shall not permit anyone to vote early by personal appearance on any day that is not a regular working day for the Early Voting Clerk's office, and, under no circumstances, shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public.

See Exhibit C for early voting locations

The Early Voting Clerk shall keep said office open for early voting by personal appearance from 8:00 a.m. until 5:00 p.m. on April 20, 2026, (April 21 - offices closed for San Jacinto Day) offices open for early voting by personal appearance from 8:00 a.m. until 5:00 p.m. on April 22-April 25, 2026, and from 8:00 a.m. until 5:00 p.m. on April 27-April 28, 2026.

Early voting shall be conducted in accordance with the requirements of the Texas Election Code.

The Early Voting Clerk's mailing address to which ballot applications and ballots voted by mail may be sent is:

Joyce Hudman, County Clerk
237 E. Locust, Suite 102
Angleton, TX 77515

All ballots cast shall be counted by an Early Voting Ballot Board, and the Presiding Judge and his/her clerks are hereby appointed the Early Voting Ballot Board for said election.

All expenditures necessary for the conduct of the election, the purchase of materials, and the employment of all election officials are hereby authorized in accordance with the Texas Election Code.

The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct such election.

Section 10. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Brazoria County and its appointees in compliance with the

requirements of state law, and such judges and clerks so selected by Brazoria County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Brazoria County for the election.

The Presiding Judge and the Alternate Judge shall be compensated at a rate of $14.00/hr – overtime rate $21.00/hr and the election clerks shall be compensated at a rate of $12.00/hr, - overtime rate $18.00/hr in accordance with Section 32.091 of the Texas Election Code. Further compensation shall be paid in accordance with Section 32.092 of the Texas Election Code.

Section 11. General. The Election Officer shall hold said election in accordance with the Texas Election Code and the Election Services Contract, and only resident qualified voters of said City, and ETJ where applicable, shall be eligible to vote at said election. Returns of said election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 5, 2026, nor later than May 13, 2026.

The City Secretary of the City of Manvel, in consultation with the City Attorney, is hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein. If required by law, the City Attorney is authorized to send any and all needed preclearance submissions to the Department of Justice, if any, in connection with this election.

Section 12. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Election Officer shall comply with the Texas Elections Code.

PASSED AND APPROVED on first reading this _____ day of January 2026.

_____
Dan Davis, Mayor

ATTEST:

_____
Tammy Bell, City Secretary

APPROVED AS TO FORM:

_____
Robert Gervais, City Attorney

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below) by and between the CITY OF MANVEL, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 2, 2026. Political Subdivision and the County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF MANVEL, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority outlined in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.7.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as this Agreement provides. Political Subdivision agrees to pay the County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and measures to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions outlined in the Election Code. Political Subdivision agrees that the County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such a case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall prepare, adopt, and publish all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. Regarding publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment." If a Political Subdivision holds any Special Election, it will have to publish its own "Notice of Election" to meet additional requirements.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide the County Clerk's Election Department with a copy of its election orders and notices.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."
Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of, and pay for, all election-day voting locations. Voting locations will, whenever possible, be the usual voting locations for each election precinct in County elections. The proposed voting locations will be provided once the final candidate filing deadline has been met and will be listed in Attachment "A." If a voting location is unavailable, the Elections Department will arrange an alternate location with the Political Subdivision's approval. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A."

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A," at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and displaying the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A." Any voting location changes from those used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall appoint the presiding judge and alternate judge for each polling location per Chapter 32 of the Texas Election Code. If an emergency appointment is necessary, the appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon the County Clerk's request, the Political Subdivision agrees to assist in recruiting bilingual polling place officials (fluent in English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code. It will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall set the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will receive a letter from the Elections Department notifying them of their appointment, the training time and location, and the number of election clerks they may appoint.

Each election judge will receive compensation at an hourly rate of $14.00. Each election clerk will receive compensation at an hourly rate of $12.00. The election judge will receive an additional $25.00 for picking up the election supplies before Election Day and returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of $8.00.

All Parties agree that, at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees, subject only to the benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment, including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information to enable election judges at voting locations with more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk's Election Department will order the maps and pass that charge on to that specific Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and propositions showing the order and the exact manner in which the candidate names and proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK'S ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after each participating authority has determined ballot positions. Each participating authority shall proofread and approve the ballot on that authority's candidates and propositions. If any errors or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared, then the Political Subdivision will be responsible for all costs.

VII. EARLY VOTING

The Parties agree to conduct joint early Voting and appoint the County Clerk as the Early Voting Clerk per Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of $14.00. The clerks at each location will receive compensation at an hourly rate of $12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Early Voting Clerk will post a copy of the daily early voting report on the county election website and a cumulative final early voting report following the election. We shall provide the Political Subdivision with the reports with written advance notice.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. With the assistance of the County Clerk Elections Department, the Presiding Judge shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the Texas Election Code and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Krystal Alegria
Alternate Tabulation Supervisor:	Johnathan Escamilla
Presiding Judge:	Dottie Cornett
Alternate Presiding Judge:	Tamara Reynolds

After all precincts have been counted, the County Clerk's Elections Department will prepare the unofficial canvass reports. It will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless the Secretary of State grants a waiver. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall electronically submit all Cities' precinct-by-precinct returns to the Texas Secretary of State's Office.

The County Clerk Elections Department shall post all election night results to the County website on election night. https://www.brazoriacountyclerktx.gov.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Unless specifically stated otherwise, allocation of costs is mutually agreed to be shared. The County participates in "Vote Centers"; therefore, all political subdivisions can vote at any location.

It is agreed that the standard rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling location and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) The total cost will be calculated and multiplied by the Political Subdivision percentage of registered voters, or a minimum of $2500.00; for those with a lesser amount, additional costs will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charged with the same formula as Election Day. Those political subdivisions with a percentage of registered voters less than $2500.00 will have a minimum of $2500.00 for the early voting period.

The political subdivision conducting a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by the County Clerk on behalf of the Political Subdivision. Any monies deposited with the County by the withdrawing authority shall be refunded minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to election records shall be available to each participating authority and the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or an alternate facility used to keep county records. The County Clerk Elections Department shall ensure that records are maintained in an orderly manner so they are identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, or open records request that may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor, and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount, and the cost of the recount depends on the size of the election and the number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office acts as a governmental entity covered by any immunity available to Brazoria County.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either Party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

7. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments to this Agreement shall be of no effect unless in writing and signed by all parties.

11. **Authorization of Agreement**. This Agreement has been approved and authorized by the governing body of the Political Subdivision.

12. **Purpose, Terms, Rights, and Duties of the Parties**. The purpose, terms, rights, and duties of the Parties shall be as outlined in this Agreement.

13. **Payments from Current Revenues**. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.

14. **Fair Compensation**. The Parties acknowledge and agree that each payment contemplated by this Agreement fairly compensates the performing Party.

15. **Termination**. At any time and for any reason, either Party may terminate this Agreement by providing forty-five (45) days' written Notice of termination to the other Party.

16. **Funding**. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.

17. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

18. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement conflicts with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

21. Nothing in this Agreement requires the Political Subdivision or County to incur debt, assess or collect funds, or create a sinking fund.

22. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES**.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this Agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay the County a $2,500.00 deposit. This Deposit shall be paid to the County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 13, 2026. Therefore, the Deposit is due by February 23, 2026.

The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the election on MAY 2, 2026. If the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay the County the balance due within forty-five (45) days after receipt of the final invoice from the County's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund the excess amount paid to the Political Subdivision within forty-five (45) days after the final costs are calculated.

IN TESTIMONY HEREOF, this Agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2026, been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2026, has been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

_____
Joyce Hudman, County Clerk

ATTEST: CITY OF MANVEL, TEXAS

_____ By _____
Presiding Officer or Authorized Representative
CITY OF MANVEL

5-17, Prescribed by Secretary of State
Sections 85.067 and 85.068, Texas Election Code, 9/2023

NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main) .....East Annex, 1524 E Mulberry
Alvin .....Alvin Library, 105 S Gordon
Brazoria .....Brazoria Library, 620 S Brooks
Freeport .....Freeport Library, 410 Brazosport Blvd
Lake Jackson.....Doris Williams Civic Center, 333 Hwy 332 East
Manvel .....Keith Traylor Criminal Justice Center, 6605 North Masters
Pearland East .....Tom Reid Library, 3522 Liberty Dr
Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
Shadow Creek .....West Pearland Library, 11801 Shadow Creek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

April 20 ……8 AM- 5 PM
April 21 .. (Closed San Jacinto Day)
April 22-25.....8 AM – 5 PM
April 27-28.....8 AM – 5 PM

Joyce Idlebman

Early Voting Clerk

AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Ubicación Principal).....East Annex, 1524 E Mulberry
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West Columbia .....Precinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

20 de abril ……8 AM – 5 PM
21 de abril (cerrado día de San Jacinto)
22-25 de abril .....8 AM – 5 PM
27-28 de abril .....8 AM – 5 PM

Joyce Idlebman

Secretaría de la Votación Adelantada

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL

CONTROLLER …… $350.00 each
SCANNER UNIT (additional 2023) ..…….. $425.00 each
ACCESS WITH TOUCH UNIT (DOU) ……... $375.00 each
TOUCH UNITS ……. $325.00 each
POLLPADS …… $50.00 each
MI-FI/ HOTSPOT ……..… $50.00 each
This is not a daily charge. This price is for the entire election, even if it is for 12 days of voting.

OTHER CHARGES

Programming (increase 2023) …… $450.00
Tabulating…… $45.00
Equipment Delivery and Pickup
Truck Rental (per delivery location) ……. …… $50.00
Labor (Per delivery location) …… $100.00
Supply tubs EV-ED (see attached list for contents) ……... $75.00
Mail Ballots will be billed per entity kit, including postage… Domestic…$2.18…Overseas…$2.76
Publications will be divided equally if done by county…… ……..
Technical field support mileage will be divided equally…….
Ballot Paper size 8.5 x 11……25 cents per sheet
Ballot Paper size 8.5 x 14……28 cents per sheet

Workers-Judges $14.00 per hour -Overtime rate $21.00 per hour
Clerks $12.00 per hour- Overtime rate $18.00 per hour

ELECTION DAY (increase 2026)

For Election Day, we will calculate the cost for each location (see Exhibit ‘A2”). The total cost for Election Day will then be calculated based on the percentage of registered voters in each political subdivision. For all political subdivisions in Brazoria County with fewer than 6000 registered voters, the charges will be a minimum of $2500.00 for Election Day.

EARLY VOTING (increase 2026) (11 Main Locations)

For Early Voting, we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we use a spreadsheet to divide the cost among all political subdivisions based on each subdivision's percentage of registered voters. Since we have both large and small cities in our county, the minimum charge for early voting will be $ 2,500.00.

OVERTIME

We keep a record of our overtime for the election, and our staff gets paid overtime for time outside regular business hours. The cost will be divided equally when the final bills are sent.

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

NOVEMBER (COUNTYWIDE JOINT)

For the November Elections, the Election Day and Early Voting charges are the same as the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one entity, the total cost will be calculated based on the entity's percentage of registered voters.

The cost of runoff elections will be the responsibility of the entity conducting the runoff.

Additional Early Voting Locations requested will be billed separately to the requester.

Any errors or changes related to a Political Subdivision oversight, and any that result in reprogramming the entirety of the election, will be charged a reprogramming fee of $5,000.00.

5-17, Prescribed by Secretary of State
Sections 85.067 and 85.068, Texas Election Code, 9/2023

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Joyce Idlebman

Early Voting Clerk

AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

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Joyce Idlebman

Secretaría de la Votación Adelantada

ORDINANCE NO. 2026-O-04

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 71. "UTILITIES" BY AMENDING SECTION 71-2. *TAP AND INSPECTION FEES.* PERTAINING TO TEMPORARY CONSTRUCTION AND BULK WATER METER INSTALLATION, RENTAL, AND RELOCATION FEES; AMENDING SECTION 71-12. *SECURITY DEPOSITS* TO INCREASE THE DEPOSIT REQUIREMENT FOR TEMPORARY CONSTRUCTION METERS; AMENDING SECTION 71-13. *REQUIREMENTS FOR SERVICE*. TO REDUCE THE ALLOWABLE AMOUNT OF LEAD CONTAINED IN ANY PIPE OR PIPE FITTING; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

* * * * * *

WHEREAS, pursuant to **Texas Water Code** § 13.042, the governing body of each municipality has exclusive original jurisdiction over all water and sewer utility rates, operations, and services provided by a water and sewer utility within its corporate limits;

WHEREAS, pursuant to **Tex. Loc. Gov't Code** § 552.001(b), a municipality is permitted to operate and regulate a utility system "in a manner that protects the interests of the municipality";

WHEREAS, the City Council of the City of Manvel seeks to exercise its exclusive original jurisdiction over water and sewer utilities and amend the provisions pertaining to temporary construction and bulk water meter installation, rental, and relocation fees, and increasing the deposit requirement for temporary construction meters; and

WHEREAS, the City Council deems the new fees and deposits to be fair, just, and reasonable; and

WHEREAS, the City Council seeks to amend section 71-13 by reducing the amount of allowable lead in any pipe or pipe fitting, to comply with the Texas Administrative Code; and

WHEREAS, the revisions to the city's utility ordinance are deemed to be in the best interest of the City of Manvel; NOW THEREFORE,

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

Section 1. The Code of Ordinances of the City of Manvel, Texas is hereby amended by amending Chapter 71. "Utilities", Section 71-2. *Tap and inspection fees*. to read and provide as follows:

"Chapter 71 UTILITIES

ARTICLE I. IN GENERAL

. . .

Sec. 71-2. Tap and inspection fees.

(a) *Water connection fees (residential and commercial users).*

(1) Water users shall be connected to the city's water system by the city in accordance with city policy. Prior to the connection of a residential or commercial user to the city's water system, a connection fee assessed in accordance with the following fee schedule shall be paid to the city to cover the cost of making said connection and the cost of materials. The user shall also be responsible for repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation of the connection to the satisfaction of the city's inspector within 30 days of the installation. Notwithstanding that repair or restoration costs are part of the connection fee, upon failure of the user to complete the repairs on a timely manner, the city's operator will make such repairs and the user shall have the city's cost of the repairs billed to them on the next month's water and/or sewer bill.

WATER CONNECTION FEE SCHEDULE
Single-family residential:

Meter Size	Cost
3/4″	$550 plus ½ cost of any required bore
>3/4″	$750 plus ½ cost of any required bore

Multifamily residential and non-residential: Meter size and cost will be based on the individual needs of the facility based on engineering requirements.

(2) No person shall receive or use city water services unless a water meter has been properly and lawfully installed for such user. Each single-family dwelling, each multifamily residential building, and each commercial user, receiving city water services, shall have at least one meter, and shall have a water bill for at least one user. Each single-family dwelling receiving city water services shall be a separate single-family residential user, regardless

of whether the dwelling is owned or rented alone or together with other residential or business units. This chapter does not prohibit multiple meters for one building.

(b) *Sewer connection fees (residential and commercial).*

(1) Sewer users shall be connected to the city's sewer system by the city in accordance with city policy. Prior to the connection of a residential or commercial user to the city's sewer system, a connection fee assessed in accordance with the following fee schedule shall be paid to the city to cover the cost of making said connection and the cost of materials. The user shall also be responsible for repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation of the connection to the satisfaction of the city's inspector within 30 days of the installation. Notwithstanding that repair or restoration costs are part of the connection fee, upon failure of the user to complete the repairs on a timely manner, the city's operator will make such repairs and the user shall have the city's cost of the repairs billed to them on the next month's water and/or sewer bill.

SEWER CONNECTION FEE SCHEDULE
Single-family residential: $750 plus ½ cost of any required bore.
Multifamily residential and non-residential: Cost will be based on the individual needs of the facility based on engineering requirements.

(2) No person shall receive or use city sewer services unless a sewer tap has been properly and lawfully installed for such user. Each single-family dwelling, each multifamily building, and each commercial user receiving city sewer services, shall have at least one sewer tap, and shall have a sewer bill for at least one user. Each single-family dwelling receiving city sewer services shall be a separate single-family residential user, regardless of whether the dwelling is owned or rented alone or together with other residential or business units. This chapter does not prohibit multiple sewer taps for one building.

(c) *Nontaxable entity water tap*. Prior to the connection of a commercial user that is exempt from the payment of ad valorem property taxes under state law, a tap fee equal to the city's actual cost of installing the tap, meter and any necessary service lines plus such user's pro rate share of the city's actual cost of the facilities necessary to provide city services to such user that are financed or to be fully or partially financed by the city's tax bonds (as determined by the city's consultants and approved by the city council) shall be paid to the city. The user shall also be responsible for repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation of the tap to the satisfaction of the city's inspector within 30 days of the installation. Notwithstanding that repair or restoration costs are part of the tap fee, upon failure of the user to complete the repairs timely, the city's operator will make such repairs and the user shall have three times the city's cost of doing the repairs billed to them on a monthly water and sewer bill.

(d) *Temporary construction and bulk water meters*. All temporary service shall be metered and billed to the temporary customer as provided herein.

(1) During construction of residential or commercial buildings, or related infrastructure or development, a builder or contractor may use water from a fire hydrant only after paying

the account set-up fee, installation fee, and deposit (as stated in the city's most recently adopted fee schedule resolution) to the city for installation of a temporary meter. Such deposit will be returned after the builder or contractor completes all construction unless the deposit described herein is applied by the city to pay for the cost of water usage by a builder, contractor, or their agent and/or the cost of repair of any damage to the hydrant or other city facilities caused by a builder, contractor, or their agent. The cost of water shall be billed at commercial rates.

(2) In addition to water provided pursuant to construction, a party may purchase water in bulk from the city, if available as determined by city. Bulk water rates shall apply to the temporary use of water from a city flushing valve or city fire hydrant or other appurtenances of the city's water system, and such sale shall be conditioned upon satisfying the following conditions:

a. Bulk water may only be purchased after execution of a fire hydrant use agreement between the city and the bulk water purchaser (guarantor), in form approved by the city attorney;

b. The guarantor shall first make a deposit and pay the installation fee to the city as specified in section 71-12 and the city's most recently adopted fee schedule as security for payment of the water and only after the deposit and installation fee is made can the city install the fire hydrant meter;

c. All water utilized by the guarantor shall be taken through the fire hydrant meter, and shall be paid for by the guarantor;

d. Guarantor shall pay the water meter base charge and rates to include the monthly meter rental rate as provided in this section and/or the city's most recently adopted fee schedule resolution;

e. Only the city may install or relocate the meter. The guarantor may request the city to relocate the meter to a different location only after paying the relocation fee as specified in the city's most recently adopted fee schedule;

f. The guarantor acknowledges and stipulates that the water meter base charge shall be due and payable to the city as provided herein regardless of whether any water is actually utilized by the guarantor.

(3) All unauthorized withdrawal of water from flushing valves, fire hydrants, or other appurtenances of the city's system without prior approval of the city, except for emergency fire-fighting purposes, is prohibited.

(e) *Prefacility inspection*. All builders or contractors for property owners within the city must contact the city operator prior to starting any work on property within the city to do an inspection to verify city facilities. If any city facility is either damaged or cannot be located, the operator will make necessary repairs or locate and make visible at the expense of the city. A copy of the inspection will be given to the builder's or contractor's representative. After the inspection and any necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the final site survey. The cost for each inspection shall be as provided for in the city's most recently adopted fee schedule resolution.

(f) *Facility inspection*. After construction has been completed on the property, but before service is transferred to a user, the city operator will conduct a final site survey to reinspect the water tap,

meter and all other city facilities on the property for a fee which shall be collected at the time the tap fee is paid.

The property owner, builder or contractor will be held responsible for any damages or adjustments to city facilities and the cost of repairing, adjusting or relocating the facilities (the "backcharges") before service shall be initiated to a user. If any reinspections of the facilities are required to ensure that the city's facilities are repaired, relocated or adjusted, a fee shall be charged for each such reinspection before service will be transferred to a subsequent user. Payment of the backcharges, or any inspection or reinspection fees, shall be made on or before the last day of the month for said charges. The city may withhold the provision of service to the property or to the other property owned by any user, property owner, builder or contractor who has failed to timely pay the backcharges or any inspection or reinspection fee, including specifically the provision of additional taps; provided, however, the city shall follow the notification procedures set forth in this chapter prior to withholding the provision of service.

(g) *Grease interceptor inspections*. Any user responsible for a discharge requiring a grease interceptor/trap and sampling well shall provide equipment and facilities of a type and capacity approved by the city, locate the grease interceptor/trap in a manner that provides ready and easy access for cleaning and inspection, and maintain the trap in effective operating condition. It shall be the responsibility of the user to maintain and service such user's interceptor/trap. All interceptors shall be cleaned a minimum of once every four months. For each grease interceptor/trap installed, there shall be charged a flat rate inspection fee. The operator may, as he deems necessary, reinspect a grease interceptor/trap that he suspects is not being maintained properly at any time, and each such reinspection shall be charged a fee per reinspection.

(h) *Sewer and water complaints*. Any user reporting a water or sewer problem must first assess if the leak/blockage is on the city-side or consumer-side of the connection. If the leak/blockage location is not easily determined, a city employee may be sent to inspect the problem. If the problem is determined to be the city's responsibility, city assets will be called out and repairs will be made accordingly. If, however, the city employee determines the problem is on the consumer side, repairs will be the responsibility of the user. A fee for time required for the inspection may be assessed on a user for repeated complaints where the problem is not on the city's side of the connection.

(i) *Fees*. All fees in this section shall be as provided for in the city's most recently adopted fee schedule resolution."

Section 2. The Code of Ordinances of the City of Manvel, Texas is hereby amended by amending Chapter 71. "Utilities", Section 71-12. *Security deposits*. to read and provide as follows:

“Sec. 71-12. Security deposits.

(a) *Security deposits.* A deposit shall be charged to all new users in the city as follows:

Residential owner: $75.00

Residential renter: $200.00

Commercial—1" meter or smaller: $200.00 deposit

Commercial—2" meter or larger: $400.00 deposit

Temporary construction meter: ~~[$750.00]~~ $1,400.00 deposit

Bulk water purchase (residential): $1,000.00

Bulk water purchase (commercial/pipeline): $5,000.00

Such sums shall be required prior to service being initiated and shall be held by the city as a deposit to assure prompt payment of all charges for utility service. No interest will be allowed on such deposits.

(b) *Deposit transfers*. Security deposits may not be transferred from one user to another; however, a user who moves from one address to another within the city may have the security deposit from the account at the previous address transferred to the account at the new address.

(c) *Builder deposits*. A $500.00 deposit shall be required of a builder at the time a request for each initial water tap is made for a residence, commercial building, or other structure in the city. Said deposit will be refunded by the city upon transfer of the account from such builder to a homeowner; provided, however that the deposit shall be forfeited as a penalty in the event any provision of this article or the city's policy manual regarding sanitary sewer facilities, service lines and connections, as may be amended from time to time, is violated. The deposit described herein may be applied by the city to the cost of repair of any damage caused to city property by the builder or builder's agent, whereupon it will be the builder's responsibility to reinstate the original amount of the deposit prior to the city's operator making any additional water taps for said builder.

(d) *Initial application documentation and leasehold customers*.

(1) In order to obtain new utility service or to transfer existing service, each person or entity applying for service shall present the City of Manvel with a copy of the deed or other document showing ownership of the real property to which the utility service is to be provided. The application and customer's contract for service must be in the same name as the property owner.

(2) If the person or entity applying for service is leasing from the property owner, or is otherwise authorized by the property owner to contract for service but is not the property owner (e.g., an executor, trustee), then a written lease in the name of the customer and signed by the customer and the landlord is required.

(3) If the customer has no written lease, or other written authorization satisfying the city, the customer shall provide the City of Manvel with a signed copy of an "Affidavit of Lease Agreement" on the form presented by the City of Manvel. Such affidavit shall be signed by the customer/tenant and the landlord and such affidavit must be dated within the last 30 days.

(4) Only the customer/tenant listed in the affidavit or lease shall be eligible to have the utility service placed into their name.

(5) A customer that has a balance owed on the utility account cannot switch utility service from one name to another name listed in the affidavit or lease without the account being paid in full.

(6) If there is a balance owed on a utility account, a new applicant for service at the same premises cannot contract for utility service without the account being paid in full if the new applicant was on the lease with, or lived with, the prior delinquent account customer at that location."

Section 3. The Code of Ordinances of the City of Manvel, Texas is hereby amended by amending Chapter 71. "Utilities", Section 71-13. *Requirements for service*. to read and provide as follows:

"Sec. 71-13. Requirements for service.

(a) *Platting requirement.* Prior to initial connection to the city's water or sewer system, a user shall submit to the city's operator proof that the user's property has been platted in accordance with the city ordinances. Acceptable proof of platting includes a copy of the recorded plat or a certificate that the property is legally exempt from the platting process. All properties that are built on prior to water and sewer service being available to that property are exempt from the platting requirement.

(b) *Permits.* Any applicant requesting connection to the city's system must have obtained all necessary permits. The city may require proof that a permit has been obtained or requirement for such permit has been waived.

(c) *Plumbing material restrictions.* The use of the following materials are prohibited in any and all improvements connected to the city's water system:

(1) Any pipe or pipe fitting which contains more than [~~eight~~] .25 percent lead; and

(2) Any solder or flux which contains more than 0.2 percent lead.

(d) *Approval of plans.* Before any connection, other than a single-family residential user connection, is made to the city's water, sewer, or drainage system, or before any reconnection is made, the person requesting such connection shall submit to the city's engineer for review and approval the water, sanitary sewer, and drainage plans and specifications for the property for which the connection is sought. Such plans shall clearly show the estimated volumes of water of effluent and the proposed points of connection to the city's system. A copy of such approved plans, with the engineer's approval indicated thereon, shall be submitted to the city's operator. Any modifications of such plans shall require re-approval by the city's engineer. The city reserves the right to require removal of any connection made in violation of this section.

(e) *Access to premises.* The city will have the right of access to the customer's premises at all times reasonable for the purpose of installing, inspecting or repairing water and sewer mains or other equipment used in connection with its provision of water and sewer service, or for the purposes of removing its property and disconnecting lines and for all other purposes, to protect the health and welfare of its customers.

. . .

Secs. 71-15—71-31. Reserved."

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 _____, 2026.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____, 2026.

_____

Dan Davis, Mayor

Attest:

_____

Tammy Bell, City Secretary

APPROVED AS TO FORM:

_____

Robert Gervais, City Attorney

CITY COUNCIL DATA SHEET

MEETING DATE: January 20, 2026 **Regular Agenda**

TOPIC:
Ordinance 2026-O-04 – Amendment to the Utility Ordinance

BACKGROUND:
Proposed Utility Ordinance Updates
Chapter 71 – Utilities

Purpose
To strengthen oversight of temporary construction and bulk water use, align deposit amounts with actual risk and cost, modernize public health standards, and ensure the City is fully protected when providing utility services.

Summary of Proposed Updates
1. Temporary Construction & Bulk Water Meters
What's changing
- Clarifies requirements for installing, renting, relocating, and billing temporary construction and bulk water meters.
- Requires deposits, meter rental fees, relocation fees, and formal agreements before water use.
- Prohibits unauthorized water withdrawal from hydrants or flushing valves.

Benefit to the City
- Prevents water loss and unauthorized use.
- Ensures the City recovers costs for water consumption, equipment, and damage.
- Provides clear enforcement authority and consistent treatment across projects.

2. Increased Security Deposit for Temporary Construction Meters
What's changing
- Increases the deposit for temporary construction meters from **$750 to $1,400**.
- Aligns deposits with the higher risk of nonpayment, equipment damage, and extended usage.

Benefit to the City
- Reduces financial exposure from unpaid bills or damaged infrastructure.
- Ensures deposits better reflect actual costs and risk.
- Protects utility ratepayers from absorbing losses tied to construction activity.

3. Bulk Water Purchase Requirements
What's changing
- Requires execution of a hydrant use agreement.
- Establishes clear responsibility for payment, meter rental, relocation, and base charges.
- Confirms that base charges apply regardless of water usage.

Benefit to the City

- Creates accountability for bulk water users.
- Prevents disputes over billing and usage.
- Ensures consistent recovery of operational and administrative costs.

4. Reduced Allowable Lead Content in Plumbing Materials

What's changing

- Lowers the allowable lead content in pipes and fittings to **0.25%**, consistent with current state standards.
- Applies to all improvements connected to the City's water system.

Benefit to the City

- Aligns the ordinance with current Texas Administrative Code requirements.
- Strengthens public health protections.
- Reduces long-term liability related to water quality and regulatory compliance.

5. Clarified Service and Inspection Responsibilities

What's changing

- Reinforces pre-construction and post-construction inspection requirements.
- Clarifies responsibility for damage, repairs, backcharges, and reinspections.
- Allows the City to withhold service if fees or backcharges are unpaid, following notice procedures.

Benefit to the City

- Protects City infrastructure from damage during development.
- Ensures repair costs are paid by the responsible party—not utility customers.
- Improves coordination between builders, contractors, and City staff.

RECOMMENDATION:

Staff recommends approval

- **If Approved:**
  - The **second and final reading** of the ordinance will be placed on the **February 2, 2026 City Council agenda**.
  - A companion **Resolution amending the City's fee schedule** will also be presented to formally adopt the updated fees and deposits associated with the ordinance changes.

Upon final approval, the ordinance amendments and updated fee schedule will take effect as provided in the adopting documents and be incorporated into the City's utility operations and billing processes.

ATTACHMENTS: Ordinance 2026-O-04

SUBMITTING STAFF MEMBER Operations Superintendent Ernie Means	CITY MANAGER APPROVAL:

CITY COUNCIL DATA SHEET

MEETING DATE: January 20, 2026 **Regular Agenda**

TOPIC:
Budget Amendment is to account for year-end appropriations for FY 2025, including additional revenues and expenditures across various accounts.

BACKGROUND:
The General Fund (10) requires Council approval to move funds from one department to another. We had three departments that went over budget - Administration ($43,570.18), Personnel ($6,905.29) and Development Services ($204,999.67). We are requesting to move from funds that were not used by other departments in this fiscal year to cover the deficiencies.

The Dept Service Fund (30) went over budget by $252,916.11 due to property tax rebates larger than estimated. We are requesting to recognize the additional revenue from the MEDC transfer that was not budgeted to offset the deficiencies.

The Parks Fund (55) went over budget by $9,574.59 due to invoices from Croix Park Capital coming in late, electricity coming in higher than estimated. We are requesting a transfer-in from the Parks fund balance to offset the deficiencies.

The Court Truancy Fund (63) went over budget by $9,279.51 due to teen court expenses were more than estimated. We are requesting to recognize the additional revenue that was received to offset the deficiencies.

The SMDA Fund (80) went over budget by $2,781,664.85 due to bond issuance costs, audit fees, appraisal fees, and distribution to Developer not budget. We are requesting to recognize the bond revenue and its expense to offset the deficiencies.

RECOMMENDATION:
Staff recommends approval of the budget amendment.

ATTACHMENTS: Budget report for the funds needing budget amendment.

FUNDING ISSUES
___ Not applicable
_X_ Not budgeted
___ Full amount already budgeted
___ Funds to be transferred

SUBMITTING STAFF MEMBER Rosa Donaire	FINANCE DIRECTOR APPROVAL ✓ CITY MANAGER APPROVAL: ✓

Manvel, TX

Budget Report
Account Summary
For Fiscal: 2024-2025 Period Ending: 09/30/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - General Fund							
Expense							
Department: 10 - Administration Expenditure							
10-10-5000	Salaries	875,358.00	862,043.90	91,793.31	862,043.90	0.00	0.00 %
10-10-5002	Overtime	3,010.64	1,933.89	191.07	1,933.89	0.00	0.00 %
10-10-5006	Longevity	3,540.00	3,540.00	0.00	3,540.00	0.00	0.00 %
10-10-5010	FICA Expense	68,858.31	59,898.11	5,851.63	59,898.11	0.00	0.00 %
10-10-5012	Unemployment Insurance	21,240.00	8,867.95	175.74	8,867.95	0.00	0.00 %
10-10-5030	Health Insurance	99,644.88	101,673.47	12,235.80	101,673.47	0.00	0.00 %
10-10-5031	Vision Insurance	905.52	1,126.85	137.50	1,126.85	0.00	0.00 %
10-10-5032	Life & LTD	2,987.04	5,598.29	427.82	5,598.29	0.00	0.00 %
10-10-5033	Dental	3,415.44	4,259.54	519.68	4,259.54	0.00	0.00 %
10-10-5034	Retirement	76,782.73	109,480.08	22,207.24	109,480.08	0.00	0.00 %
10-10-5035	Cell Phone Allowance	5,200.00	4,576.25	481.25	4,576.25	0.00	0.00 %
10-10-5036	Auto Allowance	13,000.00	13,075.00	1,375.00	13,075.00	0.00	0.00 %
10-10-5038	Flex	315.00	287.18	31.34	287.18	0.00	0.00 %
10-10-5039	Flex Card - Health Ins	2,800.00	2,402.90	262.54	2,402.90	0.00	0.00 %
10-10-5040	Workers Compensation	1,955.94	1,411.18	-14.37	1,411.18	0.00	0.00 %
10-10-5210	Employee Relations	0.00	4,951.32	2,015.05	4,951.32	0.00	0.00 %
10-10-5220	Janitorial Supplies & Cleaning	25,000.00	26,510.70	4,511.58	26,510.70	0.00	0.00 %
10-10-5222	Postage	3,000.00	1,642.10	235.95	1,642.10	0.00	0.00 %
10-10-5230	Office Expense	5,000.00	4,122.89	126.55	4,122.89	0.00	0.00 %
10-10-5240	Minor Tools & Equipment	1,100.00	533.07	0.00	533.07	0.00	0.00 %
10-10-5260	Apparel	1,400.00	1,582.57	0.00	1,582.57	0.00	0.00 %
10-10-5340	Copier Lease/Maintenance	3,000.00	4,157.93	0.00	4,157.93	0.00	0.00 %
10-10-5362	Records Retention	2,000.00	1,170.00	180.00	1,170.00	0.00	0.00 %
10-10-5380	Building Repair & Maintenance	20,000.00	19,151.25	2,308.89	19,151.25	0.00	0.00 %
10-10-5400	Legal Fees	25,000.00	62,697.03	8,877.80	62,697.03	0.00	0.00 %
10-10-5418	Employment Testing	500.00	440.00	0.00	440.00	0.00	0.00 %
10-10-5420	Electricity	12,500.00	25,984.09	4,426.61	25,984.09	0.00	0.00 %
10-10-5422	Electricity - Street Lights	50,000.00	63,300.58	13,638.04	63,300.58	0.00	0.00 %
10-10-5430	Gas Utilities	2,000.00	1,517.21	125.72	1,517.21	0.00	0.00 %
10-10-5438	County Recording Fees	1,500.00	1,031.00	0.00	1,031.00	0.00	0.00 %
10-10-5440	Computer Maintenance/Support	0.00	0.00	-5,421.64	0.00	0.00	0.00 %
10-10-5442	Website Administration	25,000.00	27,485.35	10,421.64	27,733.21	-247.86	-0.90 %
10-10-5445	Telephone	35,000.00	16,371.72	3,637.45	16,371.72	0.00	0.00 %
10-10-5476	Codification	6,000.00	4,968.50	0.00	4,968.50	0.00	0.00 %
10-10-5550	Radio Usage	3,000.00	984.00	984.00	984.00	0.00	0.00 %
10-10-5600	Marketing	21,000.00	21,000.00	332.23	48,798.92	-27,798.92	-132.38 %
10-10-5620	Council Expenses	20,000.00	20,000.00	1,535.49	26,621.80	-6,621.80	-33.11 %
10-10-5621	Council Pay	43,000.00	37,615.00	3,100.00	37,615.00	0.00	0.00 %
10-10-5622	Dues & Subscriptions	14,500.00	8,765.28	42.56	8,765.28	0.00	0.00 %
10-10-5630	Insurance and Bonds	250,000.00	243,719.60	0.00	243,719.60	0.00	0.00 %
10-10-5632	City Functions & Meetings	12,000.00	6,869.41	162.88	6,869.41	0.00	0.00 %
10-10-5633	Public Notice Expense	7,000.00	5,121.34	1,985.53	5,121.34	0.00	0.00 %
10-10-5645	Training & Travel	16,000.00	9,604.08	1,561.96	9,604.08	0.00	0.00 %
10-10-5650	Mileage	500.00	246.56	0.00	246.56	0.00	0.00 %
10-10-5676	Elections Expense	9,000.00	9,000.00	0.00	17,901.60	-8,901.60	-98.91 %
10-10-5678	Holiday & Special Events	31,000.00	27,118.14	209.52	27,118.14	0.00	0.00 %
10-10-5800	Eng/Consulting/Planning Fees	100,000.00	86,178.19	16,708.25	86,178.19	0.00	0.00 %
	Department: 10 - Administration Expenditure Total:	**1,924,013.50**	**1,924,013.50**	**207,381.61**	**1,967,583.68**	**-43,570.18**	**-2.26 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 15 - Library Expenditures							
10-15-5220	Janitorial Supplies & Cleaning	7,500.00	7,598.19	1,009.99	7,598.19	0.00	0.00 %
10-15-5243	Small Furniture & Fixtures	400.00	9,293.40	9,293.40	9,293.40	0.00	0.00 %
10-15-5380	Building Repair & Maintenance	8,500.00	690.30	45.99	600.62	89.68	12.99 %
10-15-5420	Electricity	5,500.00	7,318.11	1,357.86	7,318.11	0.00	0.00 %
10-15-5445	Telephone	0.00	0.00	0.00	-99.57	99.57	0.00 %
10-15-5459	Lease Expense - Library	80,000.00	80,000.00	0.00	76,560.00	3,440.00	4.30 %
10-15-5670	Book Plan - Library	3,300.00	300.00	0.00	0.00	300.00	100.00 %
	Department: 15 - Library Expenditures Total:	**105,200.00**	**105,200.00**	**11,707.24**	**101,270.75**	**3,929.25**	**3.74 %**
Department: 20 - Finance Expenditures							
10-20-5000	Salaries	313,425.04	300,480.27	32,512.28	300,480.27	0.00	0.00 %
10-20-5002	Overtime	3,837.02	2,562.49	283.68	2,562.49	0.00	0.00 %
10-20-5006	Longevity	1,260.00	1,260.00	0.00	1,260.00	0.00	0.00 %
10-20-5010	FICA Expense	24,393.14	23,491.53	2,334.58	21,738.54	1,752.99	7.46 %
10-20-5030	Health Insurance	55,681.20	55,681.20	6,259.75	55,504.35	176.85	0.32 %
10-20-5031	Vision Insurance	517.44	520.67	59.29	520.67	0.00	0.00 %
10-20-5032	Life & LTD	1,706.88	1,706.88	132.88	1,166.93	539.95	31.63 %
10-20-5033	Dental	1,951.68	1,963.88	223.63	1,963.88	0.00	0.00 %
10-20-5034	Retirement	27,200.37	27,200.37	2,770.52	25,895.27	1,305.10	4.80 %
10-20-5035	Cell Phone Allowance	650.00	653.75	68.75	653.75	0.00	0.00 %
10-20-5038	Flex Admin Expense	180.00	194.17	22.11	194.17	0.00	0.00 %
10-20-5039	Flex Card - Health Ins	1,600.00	1,610.32	183.37	1,610.32	0.00	0.00 %
10-20-5040	Workers Compensation	692.89	692.89	-17.33	486.21	206.68	29.83 %
10-20-5230	Office Expense	5,000.00	7,633.51	2,143.73	7,633.51	0.00	0.00 %
10-20-5240	Minor Tools & Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-20-5260	Apparel	800.00	965.10	134.16	965.10	0.00	0.00 %
10-20-5418	Employment Testing	300.00	300.00	0.00	0.00	300.00	100.00 %
10-20-5440	Computer Maintenance/Support	43,000.00	35,249.82	1,905.20	35,249.82	0.00	0.00 %
10-20-5450	Tax Assessor Fees	3,000.00	3,252.24	0.00	3,252.24	0.00	0.00 %
10-20-5477	Audit & Professional Fees	33,000.00	46,525.00	9,565.00	46,525.00	0.00	0.00 %
10-20-5479	Appraisal Fees	85,000.00	85,000.00	0.00	80,729.00	4,271.00	5.02 %
10-20-5622	Dues & Subscriptions	750.00	750.00	0.00	635.00	115.00	15.33 %
10-20-5645	Training & Travel	8,000.00	9,110.37	491.95	9,110.37	0.00	0.00 %
10-20-5675	Education Reimbursement	2,000.00	7,141.20	0.00	7,141.20	0.00	0.00 %
	Department: 20 - Finance Expenditures Total:	**614,945.66**	**614,945.66**	**59,073.55**	**605,278.09**	**9,667.57**	**1.57 %**
Department: 25 - Information Technology Expenditures							
10-25-5000	Salaries	298,551.16	280,107.32	30,562.15	280,107.32	0.00	0.00 %
10-25-5006	Longevity	300.00	300.00	0.00	300.00	0.00	0.00 %
10-25-5010	FICA Expense	22,911.85	22,911.85	2,326.17	21,337.01	1,574.84	6.87 %
10-25-5030	Health Insurance	55,681.20	60,316.80	7,238.86	60,316.80	0.00	0.00 %
10-25-5031	Vision Insurance	517.44	517.44	59.29	477.55	39.89	7.71 %
10-25-5032	Life Insurance & LTD	1,706.88	1,706.88	136.87	1,142.39	564.49	33.07 %
10-25-5033	Dental Insurance	1,951.68	1,951.68	223.63	1,801.24	150.44	7.71 %
10-25-5034	Retirement	25,548.60	25,548.60	2,582.17	23,874.46	1,674.14	6.55 %
10-25-5035	Cell Phone Allowance	650.00	653.75	68.75	653.75	0.00	0.00 %
10-25-5038	Flex Spend Admin	180.00	180.00	16.58	160.50	19.50	10.83 %
10-25-5039	Flex Card Spending	1,600.00	1,600.00	137.53	1,331.10	268.90	16.81 %
10-25-5040	Workers Compensation	650.82	650.82	-25.47	449.39	201.43	30.95 %
10-25-5225	Fuel	1,000.00	1,000.00	0.00	346.03	653.97	65.40 %
10-25-5230	Office Expense	7,000.00	7,000.00	0.00	2,002.81	4,997.19	71.39 %
10-25-5240	Minor Tools & Equipment	6,500.00	6,500.00	0.00	2,524.52	3,975.48	61.16 %
10-25-5418	Employment Testing	300.00	300.00	0.00	220.00	80.00	26.67 %
10-25-5440	Computer Maintenance/Support	95,000.00	80,157.22	6,078.48	79,002.70	1,154.52	1.44 %
10-25-5441	Computer Software	25,000.00	25,000.00	602.18	8,964.50	16,035.50	64.14 %
10-25-5443	Computer Replacement	124,000.00	124,000.00	1,217.93	114,429.41	9,570.59	7.72 %
10-25-5446	Uniforms	750.00	750.00	0.00	504.00	246.00	32.80 %
10-25-5622	Dues & Subscriptions	168,000.00	196,647.27	11,400.26	196,647.27	0.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-25-5645	Training & Travel	15,000.00	15,000.00	0.00	2,325.16	12,674.84	84.50 %
Department: 25 - Information Technology Expenditures Total:		**852,799.63**	**852,799.63**	**62,625.38**	**798,917.91**	**53,881.72**	**6.32 %**
Department: 26 - Personnel Services							
10-26-5000	Salaries	183,750.08	183,973.78	19,435.13	184,810.42	-836.64	-0.45 %
10-26-5006	Longevity	420.00	420.00	0.00	420.00	0.00	0.00 %
10-26-5010	FICA Expense	14,138.74	13,932.76	1,459.33	13,932.76	0.00	0.00 %
10-26-5030	Health Insurance	43,964.28	46,324.73	5,244.76	46,324.73	0.00	0.00 %
10-26-5031	Vision Insurance	258.72	260.34	29.65	260.34	0.00	0.00 %
10-26-5032	Life & LTD	853.44	684.42	77.94	684.42	0.00	0.00 %
10-26-5033	Dental	975.84	981.94	111.82	981.94	0.00	0.00 %
10-26-5034	Retirement	15,765.86	15,782.47	1,644.20	15,782.47	0.00	0.00 %
10-26-5035	Cell Phone Allowance	650.00	653.75	68.75	653.75	0.00	0.00 %
10-26-5038	Flex	90.00	97.09	11.06	97.09	0.00	0.00 %
10-26-5039	Flex Card - Health Ins	800.00	805.17	91.69	805.17	0.00	0.00 %
10-26-5040	Workers Compensation	401.61	297.04	4.00	297.04	0.00	0.00 %
10-26-5230	Office Expense	2,500.00	1,308.77	15.97	1,308.77	0.00	0.00 %
10-26-5240	Minor Tools & Equipment	500.00	6.99	0.00	6.99	0.00	0.00 %
10-26-5260	Apparel	250.00	640.32	0.00	640.32	0.00	0.00 %
10-26-5418	Employment Testing	150.00	0.00	0.00	0.00	0.00	0.00 %
10-26-5622	Dues & Subscriptions	750.00	49.00	0.00	49.00	0.00	0.00 %
10-26-5645	Training & Travel	6,500.00	6,500.00	448.97	6,658.65	-158.65	-2.44 %
10-26-5675	Education Reimbursement	0.00	0.00	0.00	5,910.00	-5,910.00	0.00 %
Department: 26 - Personnel Services Total:		**272,718.57**	**272,718.57**	**28,643.27**	**279,623.86**	**-6,905.29**	**-2.53 %**
Department: 30 - Municipal Court Expenditures							
10-30-5000	Salaries	261,359.59	235,669.67	28,509.55	235,669.67	0.00	0.00 %
10-30-5002	Overtime	5,287.46	2,523.55	250.42	2,523.55	0.00	0.00 %
10-30-5006	Longevity	7,740.00	300.00	0.00	300.00	0.00	0.00 %
10-30-5009	Certification	2,600.00	2,600.00	206.25	1,961.25	638.75	24.57 %
10-30-5010	FICA Expense	21,189.51	18,154.31	2,189.70	18,154.31	0.00	0.00 %
10-30-5030	Health Insurance	55,681.20	59,893.50	7,238.86	59,893.50	0.00	0.00 %
10-30-5031	Vision Insurance	517.44	517.44	59.29	475.40	42.04	8.12 %
10-30-5032	Life & LTD	1,706.88	1,706.88	101.12	822.45	884.43	51.82 %
10-30-5033	Dental	1,951.68	1,951.68	223.63	1,793.11	158.57	8.12 %
10-30-5034	Retirement	20,215.91	17,379.04	2,032.39	17,379.04	0.00	0.00 %
10-30-5038	Flex	180.00	180.00	16.58	163.71	16.29	9.05 %
10-30-5039	Flex Card - Health Ins	1,600.00	1,600.00	137.53	1,357.77	242.23	15.14 %
10-30-5040	Workers Compensation	601.89	601.89	-294.84	381.54	220.35	36.61 %
10-30-5222	Postage	4,000.00	5,012.34	1,359.40	5,012.34	0.00	0.00 %
10-30-5230	Office Expense	4,000.00	4,000.00	16.14	3,349.55	650.45	16.26 %
10-30-5260	Apparel	1,500.00	1,500.00	212.50	412.50	1,087.50	72.50 %
10-30-5418	Employment Testing	150.00	440.00	0.00	440.00	0.00	0.00 %
10-30-5440	Computer Maintenance/Support	12,500.00	9,312.57	100.00	8,333.32	979.25	10.52 %
10-30-5445	Telephone	700.00	700.00	0.00	0.00	700.00	100.00 %
10-30-5448	Court Interpreter	2,000.00	2,000.00	76.96	887.62	1,112.38	55.62 %
10-30-5451	Prosecuting Attorney	55,000.00	93,300.00	15,587.50	93,300.00	0.00	0.00 %
10-30-5580	Warrant Fees	10,000.00	10,000.00	324.64	4,835.55	5,164.45	51.64 %
10-30-5615	Credit Card Processing Fees	3,000.00	4,138.69	201.64	4,138.69	0.00	0.00 %
10-30-5622	Dues & Subscriptions	1,000.00	1,000.00	0.00	45.00	955.00	95.50 %
10-30-5645	Training & Travel	3,300.00	3,300.00	0.00	2,197.90	1,102.10	33.40 %
Department: 30 - Municipal Court Expenditures Total:		**477,781.56**	**477,781.56**	**58,549.26**	**463,827.77**	**13,953.79**	**2.92 %**
Department: 40 - Development Services Expenditures							
10-40-5000	Salaries	786,283.20	793,325.12	82,062.54	793,325.12	0.00	0.00 %
10-40-5002	Overtime	9,036.66	2,061.31	265.11	2,061.31	0.00	0.00 %
10-40-5006	Longevity	1,200.00	1,200.00	0.00	1,200.00	0.00	0.00 %
10-40-5010	FICA Expense	60,983.51	59,676.66	6,159.88	59,676.66	0.00	0.00 %
10-40-5030	Health Insurance	146,998.44	140,288.71	15,525.64	140,288.71	0.00	0.00 %
10-40-5031	Vision Insurance	1,293.60	1,297.64	144.18	1,297.64	0.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-40-5032	Life & LTD	4,267.20	3,077.91	341.71	3,077.91	0.00	0.00 %
10-40-5033	Dental	4,879.20	4,894.45	543.83	4,894.45	0.00	0.00 %
10-40-5034	Retirement	68,001.65	67,685.68	6,945.99	67,685.68	0.00	0.00 %
10-40-5035	Cell Phone Allowance	650.00	653.75	68.75	653.75	0.00	0.00 %
10-40-5038	Flex	450.00	483.91	53.77	483.91	0.00	0.00 %
10-40-5039	Flex Card - Health Ins	4,000.00	4,013.30	445.92	4,013.30	0.00	0.00 %
10-40-5040	Workers Compensation	1,732.25	1,150.78	-108.38	1,150.78	0.00	0.00 %
10-40-5225	Fuel	600.00	301.48	2.00	301.48	0.00	0.00 %
10-40-5230	Office Expense	6,500.00	3,037.42	496.90	3,037.42	0.00	0.00 %
10-40-5240	Minor Tools & Equipment	5,000.00	0.00	0.00	0.00	0.00	0.00 %
10-40-5260	Apparel	2,000.00	2,160.34	302.00	2,160.34	0.00	0.00 %
10-40-5360	Plat Fees	0.00	10,595.00	10,595.00	10,595.00	0.00	0.00 %
10-40-5412	Plan Reviews	120,000.00	132,908.62	0.00	147,605.52	-14,696.90	-11.06 %
10-40-5418	Employment Testing	750.00	0.00	0.00	0.00	0.00	0.00 %
10-40-5439	Inspections	400,000.00	400,000.00	56,070.00	590,302.77	-190,302.77	-47.58 %
10-40-5440	Computer Maintenance/Support	60,000.00	59,445.27	0.00	59,445.27	0.00	0.00 %
10-40-5615	Credit Card Processing Fees	500.00	180.00	15.00	180.00	0.00	0.00 %
10-40-5622	Dues & Subscriptions	2,000.00	849.00	0.00	849.00	0.00	0.00 %
10-40-5638	Vehicle Repair/Maintenance	2,500.00	1,932.49	0.00	1,932.49	0.00	0.00 %
10-40-5645	Training & Travel	8,000.00	6,406.87	1,501.18	6,406.87	0.00	0.00 %
Department: 40 - Development Services Expenditures Total:		**1,697,625.71**	**1,697,625.71**	**181,431.02**	**1,902,625.38**	**-204,999.67**	**-12.08 %**
Department: 50 - Public Works Expenditures							
10-50-5000	Salaries	1,113,874.13	1,123,741.26	111,204.55	1,123,741.26	0.00	0.00 %
10-50-5002	Overtime	30,287.44	30,287.44	4,193.43	17,390.81	12,896.63	42.58 %
10-50-5006	Longevity	32,880.00	2,940.00	0.00	2,940.00	0.00	0.00 %
10-50-5010	FICA Expense	91,336.50	91,336.50	8,754.37	86,690.88	4,645.62	5.09 %
10-50-5030	Health Insurance	272,391.36	237,369.85	23,122.55	237,369.85	0.00	0.00 %
10-50-5031	Vision Insurance	2,457.84	2,457.84	198.08	2,168.66	289.18	11.77 %
10-50-5032	Life & LTD	8,107.68	8,107.68	415.82	4,310.68	3,797.00	46.83 %
10-50-5033	Dental	9,270.48	9,270.48	747.13	7,874.83	1,395.65	15.05 %
10-50-5034	Retirement	101,847.81	101,847.81	9,642.18	94,235.77	7,612.04	7.47 %
10-50-5035	Cell Phone Allowance	3,900.00	3,900.00	256.25	3,006.25	893.75	22.92 %
10-50-5036	Auto Allowance	13,000.00	16,700.00	1,875.00	16,700.00	0.00	0.00 %
10-50-5038	Flex	855.00	855.00	73.43	804.86	50.14	5.86 %
10-50-5039	Flex Card - Health Ins	7,600.00	7,600.00	612.62	6,707.17	892.83	11.75 %
10-50-5040	Workers Compensation	42,479.79	42,479.79	4,442.78	33,635.86	8,843.93	20.82 %
10-50-5212	Safety Equipment/Supplies	7,000.00	9,126.57	438.57	9,126.57	0.00	0.00 %
10-50-5220	Janitorial Supplies & Cleaning	8,000.00	11,313.69	1,637.31	11,313.69	0.00	0.00 %
10-50-5225	Fuel	65,000.00	85,240.64	6,120.88	85,240.64	0.00	0.00 %
10-50-5230	Office Expense	5,000.00	5,000.00	577.98	4,248.32	751.68	15.03 %
10-50-5235	Street Signs	50,000.00	50,000.00	7,907.49	46,092.98	3,907.02	7.81 %
10-50-5240	Minor Tools & Equipment	20,000.00	31,024.86	681.92	31,024.86	0.00	0.00 %
10-50-5250	Road Materials	75,000.00	75,000.00	550.54	33,359.45	41,640.55	55.52 %
10-50-5376	Sidewalk Repairs	75,000.00	79,425.99	2,975.00	79,425.99	0.00	0.00 %
10-50-5418	Employment Testing	600.00	970.00	0.00	970.00	0.00	0.00 %
10-50-5420	Electricity	4,500.00	8,353.11	1,453.87	8,353.11	0.00	0.00 %
10-50-5432	Rental Equipment	45,000.00	22,632.88	1,589.89	15,404.35	7,228.53	31.94 %
10-50-5436	Communications Expense	10,000.00	10,000.00	941.79	8,657.75	1,342.25	13.42 %
10-50-5437	Striping	35,000.00	35,000.00	13,100.00	31,854.00	3,146.00	8.99 %
10-50-5445	Telephone	0.00	3,974.67	1,240.02	3,974.67	0.00	0.00 %
10-50-5446	Uniforms	20,000.00	30,000.00	803.23	24,259.43	5,740.57	19.14 %
10-50-5453	Grounds Mainenance	0.00	3,808.22	0.00	3,808.22	0.00	0.00 %
10-50-5455	Leased Property	1,500.00	2,400.00	0.00	2,400.00	0.00	0.00 %
10-50-5456	Ditch Mowing	400.00	412.95	0.00	412.95	0.00	0.00 %
10-50-5457	Clean up/Trash Disposal	7,500.00	7,500.00	0.00	1,538.17	5,961.83	79.49 %
10-50-5550	Radio Usage	5,500.00	5,500.00	3,444.00	3,444.00	2,056.00	37.38 %
10-50-5570	Drainage	60,000.00	60,000.00	2,356.98	52,309.51	7,690.49	12.82 %
10-50-5635	Building Repair/Maintenance	45,000.00	45,000.00	6,550.86	24,748.00	20,252.00	45.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-50-5638	Vehicle Repair/Maintenance	50,000.00	82,072.84	9,622.59	82,072.84	0.00	0.00 %
10-50-5640	Street Repairs	116,220.96	78,220.96	0.00	18,460.89	59,760.07	76.40 %
10-50-5645	Training & Travel	8,000.00	23,637.96	236.28	23,637.96	0.00	0.00 %
10-50-6035	Capital Outlay - Street Reconstructi...	291,789.00	291,789.00	24,856.47	24,856.47	266,932.53	91.48 %
Department: 50 - Public Works Expenditures Total:		**2,736,297.99**	**2,736,297.99**	**252,623.86**	**2,268,571.70**	**467,726.29**	**17.09 %**
Department: 70 - Fire Marshal							
10-70-5000	Salaries	295,050.61	252,715.37	28,225.09	252,715.37	0.00	0.00 %
10-70-5002	Overtime	6,930.00	1,032.39	2.84	1,032.39	0.00	0.00 %
10-70-5006	Longevity	120.00	120.00	0.00	120.00	0.00	0.00 %
10-70-5010	FICA Expense	23,359.32	18,894.57	2,097.76	18,894.57	0.00	0.00 %
10-70-5030	Health Insurance	38,059.56	34,566.14	4,283.61	34,566.14	0.00	0.00 %
10-70-5031	Vision Insurance	388.08	388.08	44.47	350.62	37.46	9.65 %
10-70-5032	Life & LTD	1,280.16	1,084.42	121.91	994.35	90.07	8.31 %
10-70-5033	Dental	1,463.76	1,463.76	167.72	1,322.46	141.30	9.65 %
10-70-5034	Retirement	26,047.58	26,047.58	2,402.80	21,749.97	4,297.61	16.50 %
10-70-5035	Cell Phone Allowance	3,250.00	3,250.00	275.00	2,615.00	635.00	19.54 %
10-70-5038	Flex	135.00	135.00	16.58	130.75	4.25	3.15 %
10-70-5039	Flex Card - Health Ins	1,200.00	1,200.00	137.53	1,084.39	115.61	9.63 %
10-70-5040	Workers Compensation	9,742.52	9,742.52	-948.82	5,262.25	4,480.27	45.99 %
10-70-5217	Public Education & Materials	1,500.00	1,588.08	468.97	1,588.08	0.00	0.00 %
10-70-5222	Postage	500.00	500.00	0.00	0.00	500.00	100.00 %
10-70-5225	Fuel	12,000.00	12,000.00	413.14	3,522.21	8,477.79	70.65 %
10-70-5230	Office Expense	3,000.00	4,266.37	2,656.07	4,266.37	0.00	0.00 %
10-70-5240	Minor Tools & Equipment	8,000.00	10,911.40	141.27	10,911.40	0.00	0.00 %
10-70-5364	Records & Storage	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
10-70-5370	Radio Repairs	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
10-70-5380	Building Repair & Maintenance	0.00	51,892.97	51,892.97	51,892.97	0.00	0.00 %
10-70-5418	Employment Testing	300.00	300.00	0.00	110.00	190.00	63.33 %
10-70-5440	Computer Maintenance/Support	7,500.00	7,500.00	294.12	5,489.19	2,010.81	26.81 %
10-70-5445	Telephone	7,800.00	7,800.00	647.75	4,028.94	3,771.06	48.35 %
10-70-5446	Uniforms	10,000.00	10,000.00	509.14	5,377.24	4,622.76	46.23 %
10-70-5452	Code Enforcement/Abatement	0.00	227.94	227.94	227.94	0.00	0.00 %
10-70-5550	Radio Usage	3,250.00	3,250.00	1,476.00	1,476.00	1,774.00	54.58 %
10-70-5622	Dues & Subscriptions	4,000.00	4,000.00	25.00	2,222.22	1,777.78	44.44 %
10-70-5638	Vehicle Repair/Maintenance	5,000.00	5,000.00	20.00	1,013.54	3,986.46	79.73 %
10-70-5645	Training & Travel	12,000.00	12,000.00	-307.00	4,940.35	7,059.65	58.83 %
10-70-5659	Firearms/Tazer/Ammo	4,000.00	4,000.00	506.59	942.49	3,057.51	76.44 %
10-70-5660	Investigative Expense	3,000.00	3,000.00	720.23	720.23	2,279.77	75.99 %
Department: 70 - Fire Marshal Total:		**491,876.59**	**491,876.59**	**96,518.68**	**439,567.43**	**52,309.16**	**10.63 %**
Department: 71 - Emergency Management Expenditures							
10-71-5000	Salaries - Disaster	0.00	35,480.79	9,519.24	35,480.79	0.00	0.00 %
10-71-5010	FICA Expense - Disaster	0.00	2,714.28	728.22	2,714.28	0.00	0.00 %
10-71-5030	Health Insurance	0.00	4,129.60	1,320.16	4,129.60	0.00	0.00 %
10-71-5031	Vision Insurance	0.00	70.84	20.74	70.84	0.00	0.00 %
10-71-5032	Life & LTD	0.00	138.25	43.45	138.25	0.00	0.00 %
10-71-5033	Dental	0.00	177.89	55.91	177.89	0.00	0.00 %
10-71-5034	Retirement - Disaster	0.00	2,991.05	802.48	2,991.05	0.00	0.00 %
10-71-5040	Workers Compensation	0.00	52.85	52.85	52.85	0.00	0.00 %
10-71-5225	Fuel	0.00	459.06	172.11	459.06	0.00	0.00 %
10-71-5240	Minor Tools & Equipment	20,000.00	23,389.08	415.05	23,389.08	0.00	0.00 %
10-71-5370	Radio Repairs	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00 %
10-71-5550	Radio Usage	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-71-5645	Training & Travel	2,500.00	2,500.00	0.00	106.25	2,393.75	95.75 %
10-71-5748	Emergency Notification	12,000.00	12,000.00	0.00	7,050.00	4,950.00	41.25 %
10-71-7608	Disaster - General Expenses	100,000.00	50,396.31	0.00	0.00	50,396.31	100.00 %
Department: 71 - Emergency Management Expenditures Total:		**137,100.00**	**137,100.00**	**13,130.21**	**76,759.94**	**60,340.06**	**44.01 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 80 - Code Enforcement							
10-80-5000	Salaries	125,732.88	126,943.54	13,310.82	126,943.54	0.00	0.00 %
10-80-5002	Overtime	4,714.98	3,491.43	426.87	1,907.26	1,584.17	45.37 %
10-80-5006	Longevity	120.00	120.00	0.00	120.00	0.00	0.00 %
10-80-5010	FICA Expense	10,038.17	10,038.17	982.64	9,305.45	732.72	7.30 %
10-80-5030	Health Insurance	32,156.04	32,156.04	3,286.57	29,128.24	3,027.80	9.42 %
10-80-5031	Vision Insurance	258.72	260.34	29.65	260.34	0.00	0.00 %
10-80-5032	Life & LTD	853.44	853.44	59.98	526.71	326.73	38.28 %
10-80-5033	Dental Insurance	975.84	981.94	111.82	981.94	0.00	0.00 %
10-80-5034	Retirement	11,193.39	11,193.39	1,158.10	10,993.07	200.32	1.79 %
10-80-5035	Cell Phone Allowance	650.00	650.00	0.00	510.00	140.00	21.54 %
10-80-5038	Flex	135.00	135.00	11.06	97.09	37.91	28.08 %
10-80-5039	Flex Card - Health Ins	800.00	805.17	91.69	805.17	0.00	0.00 %
10-80-5040	Workers Compensation	605.05	605.05	0.22	436.40	168.65	27.87 %
10-80-5222	Postage	750.00	750.00	199.65	535.79	214.21	28.56 %
10-80-5225	Fuel	7,500.00	7,500.00	278.74	3,413.04	4,086.96	54.49 %
10-80-5230	Office Expense	3,000.00	3,000.00	0.00	572.93	2,427.07	80.90 %
10-80-5240	Minor Tools & Equipment	16,500.00	16,500.00	0.00	345.69	16,154.31	97.90 %
10-80-5370	Radio Repairs	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
10-80-5418	Employment Testing	200.00	200.00	0.00	0.00	200.00	100.00 %
10-80-5440	Computer Maintenance/Support	5,000.00	5,000.00	0.00	2,964.00	2,036.00	40.72 %
10-80-5445	Telephone	5,000.00	5,000.00	273.50	1,027.53	3,972.47	79.45 %
10-80-5446	Uniforms	2,500.00	2,500.00	415.07	1,080.41	1,419.59	56.78 %
10-80-5452	Abatement - CE	39,500.00	39,500.00	0.00	0.00	39,500.00	100.00 %
10-80-5550	Radio Usage	3,100.00	3,100.00	984.00	984.00	2,116.00	68.26 %
10-80-5622	Dues & Subscriptions	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-80-5638	Vehicle Repair/Maintenance	3,500.00	3,500.00	20.00	425.39	3,074.61	87.85 %
10-80-5645	Training & Travel	2,500.00	2,500.00	1,038.96	2,153.21	346.79	13.87 %
	Department: 80 - Code Enforcement Total:	**279,783.51**	**279,783.51**	**22,679.34**	**195,517.20**	**84,266.31**	**30.12 %**
Department: 85 - Animal Control							
10-85-5000	Salaries	103,740.00	95,584.40	9,957.48	95,584.40	0.00	0.00 %
10-85-5002	Overtime	3,890.25	413.62	9.65	413.62	0.00	0.00 %
10-85-5006	Longevity	60.00	60.00	0.00	0.00	60.00	100.00 %
10-85-5010	FICA Expense	8,238.30	6,807.08	694.72	6,748.68	58.40	0.86 %
10-85-5030	Health Insurance	25,175.04	25,229.53	2,833.51	25,229.53	0.00	0.00 %
10-85-5031	Vision Insurance	258.72	260.34	29.65	260.34	0.00	0.00 %
10-85-5032	Life & LTD	853.44	853.44	48.35	424.56	428.88	50.25 %
10-85-5033	Dental	975.84	981.94	111.82	981.94	0.00	0.00 %
10-85-5034	Retirement	9,186.39	9,186.39	840.24	8,150.74	1,035.65	11.27 %
10-85-5038	Flex	90.00	97.09	11.06	97.09	0.00	0.00 %
10-85-5039	Flex Card - Health Ins	800.00	805.17	91.69	805.17	0.00	0.00 %
10-85-5040	Workers Compensation	3,042.14	3,042.14	395.67	2,383.03	659.11	21.67 %
10-85-5210	Supplies	1,000.00	1,000.00	0.00	211.25	788.75	78.88 %
10-85-5222	Postage	250.00	250.00	0.00	0.00	250.00	100.00 %
10-85-5225	Fuel	8,500.00	8,500.00	360.57	1,248.44	7,251.56	85.31 %
10-85-5230	Office Expense	500.00	500.00	0.00	85.63	414.37	82.87 %
10-85-5240	Minor Tools & Equipment	22,000.00	22,000.00	0.00	11,590.14	10,409.86	47.32 %
10-85-5370	Radio Repairs	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-85-5436	Communications Expense	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-85-5440	Computer Maintenance/Support	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-85-5445	Telephone	500.00	867.52	83.74	867.52	0.00	0.00 %
10-85-5446	Uniforms	1,500.00	1,500.00	624.00	841.00	659.00	43.93 %
10-85-5458	Maintenance Agreements	25,000.00	25,000.00	1,000.00	1,000.00	24,000.00	96.00 %
10-85-5473	Animal Control Expense	1,500.00	13,612.46	0.00	13,612.46	0.00	0.00 %
10-85-5550	Radio Usage	600.00	984.00	984.00	984.00	0.00	0.00 %
10-85-5618	Job Recruiting	500.00	500.00	0.00	0.00	500.00	100.00 %
10-85-5622	Dues & Subscriptions	500.00	625.00	100.00	625.00	0.00	0.00 %
10-85-5638	Vehicle Repair/Maintenance	5,000.00	5,000.00	2,566.00	4,022.62	977.38	19.55 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-85-5645	Training & Travel	1,500.00	1,500.00	0.00	1,032.60	467.40	31.16 %
10-85-6030	Capital Outlay - Vehicles	76,800.00	76,800.00	0.00	47,566.00	29,234.00	38.07 %
	Department: 85 - Animal Control Total:	**304,960.12**	**304,960.12**	**20,742.15**	**224,765.76**	**80,194.36**	**26.30 %**
Department: 90 - Police Expenditures							
10-90-5000	Salaries	3,385,904.12	3,195,693.63	365,008.79	3,195,693.63	0.00	0.00 %
10-90-5002	Overtime	114,379.08	150,401.87	13,838.15	150,401.87	0.00	0.00 %
10-90-5006	Longevity	16,500.00	16,500.00	0.00	8,760.00	7,740.00	46.91 %
10-90-5009	Certification	25,350.00	30,866.25	3,731.25	30,866.25	0.00	0.00 %
10-90-5010	FICA Expense	271,024.59	271,024.59	28,483.46	252,742.38	18,282.21	6.75 %
10-90-5030	Health Insurance	687,818.88	687,818.88	82,279.45	681,774.53	6,044.35	0.88 %
10-90-5031	Vision Insurance	6,079.92	6,079.92	695.39	5,675.61	404.31	6.65 %
10-90-5032	Life & LTD	20,055.84	20,055.84	1,550.59	12,647.31	7,408.53	36.94 %
10-90-5033	Dental	22,932.24	22,932.24	2,627.65	21,449.16	1,483.08	6.47 %
10-90-5034	Retirement	302,214.89	302,214.89	32,262.86	286,545.42	15,669.47	5.18 %
10-90-5035	Cell Phone Allowance	650.00	650.00	137.50	387.50	262.50	40.38 %
10-90-5038	Flex	1,645.00	1,888.40	210.05	1,888.40	0.00	0.00 %
10-90-5039	Flex Card - Health Ins	18,800.00	18,800.00	1,742.02	15,661.47	3,138.53	16.69 %
10-90-5040	Workers Compensation	85,615.60	51,610.12	-2,880.87	51,610.12	0.00	0.00 %
10-90-5210	Supplies	3,500.00	5,839.02	916.55	5,839.02	0.00	0.00 %
10-90-5211	Supplies - Crime Prevention	5,000.00	5,000.00	0.00	1,011.14	3,988.86	79.78 %
10-90-5220	Janitorial Supplies & Cleaning	5,000.00	8,134.81	1,662.66	8,134.81	0.00	0.00 %
10-90-5222	Postage	1,500.00	1,871.60	106.47	1,871.60	0.00	0.00 %
10-90-5225	Fuel	80,000.00	125,691.58	9,248.79	125,691.58	0.00	0.00 %
10-90-5230	Office Expense	5,500.00	5,500.00	0.00	2,368.94	3,131.06	56.93 %
10-90-5240	Minor Tools & Equipment	252,100.00	207,458.43	15,839.23	178,490.44	28,967.99	13.96 %
10-90-5364	Records & Evidence Storage	5,000.00	5,000.00	55.95	454.03	4,545.97	90.92 %
10-90-5370	Radio Repairs	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
10-90-5380	Building Repair & Maintenance	10,000.00	10,000.00	2,216.40	7,154.74	2,845.26	28.45 %
10-90-5418	Employment Testing	2,000.00	2,000.00	0.00	1,290.00	710.00	35.50 %
10-90-5420	Electricity	8,000.00	31,732.98	19,405.95	31,732.98	0.00	0.00 %
10-90-5430	Gas Utilities	450.00	578.12	144.09	578.12	0.00	0.00 %
10-90-5436	Communications Expense	28,000.00	28,000.00	4,605.91	23,224.01	4,775.99	17.06 %
10-90-5440	Computer Maintenance/Support	1,000.00	1,000.00	0.00	39.99	960.01	96.00 %
10-90-5445	Telephone	45,000.00	45,000.00	4,732.37	18,542.85	26,457.15	58.79 %
10-90-5446	Uniforms	13,000.00	20,400.17	1,521.27	20,400.17	0.00	0.00 %
10-90-5458	Maintenance Agreements	275,000.00	295,409.30	29,416.74	295,409.30	0.00	0.00 %
10-90-5473	Animal Control Expense	250.00	250.00	0.00	0.00	250.00	100.00 %
10-90-5550	Radio Usage	30,000.00	37,884.00	37,884.00	37,884.00	0.00	0.00 %
10-90-5618	Job Recruiting	750.00	750.00	0.00	257.50	492.50	65.67 %
10-90-5622	Dues & Subscriptions	1,250.00	1,250.00	16.23	1,059.68	190.32	15.23 %
10-90-5638	Vehicle Repair/Maintenance	55,000.00	113,484.78	14,847.18	113,484.78	0.00	0.00 %
10-90-5645	Training & Travel	35,000.00	35,000.00	4,430.00	30,669.44	4,330.56	12.37 %
10-90-5646	Training - LEOS Eligible	6,064.89	9,705.00	915.00	9,705.00	0.00	0.00 %
10-90-5659	Firearms/Taser	12,000.00	12,000.00	1,638.99	11,960.66	39.34	0.33 %
10-90-5660	Investigative Expense	6,000.00	6,000.00	727.61	1,393.55	4,606.45	76.77 %
10-90-5685	Jail Operations	250.00	1,121.89	1,068.90	1,121.89	0.00	0.00 %
10-90-6030	Capital Outlay - Vehicle	45,000.00	97,986.74	0.00	97,986.74	0.00	0.00 %
	Department: 90 - Police Expenditures Total:	**5,895,585.05**	**5,895,585.05**	**681,086.58**	**5,743,860.61**	**151,724.44**	**2.57 %**
	Expense Total:	**15,790,687.89**	**15,790,687.89**	**1,696,192.15**	**15,068,170.08**	**722,517.81**	**4.58 %**
	Fund: 10 - General Fund Total:	**15,790,687.89**	**15,790,687.89**	**1,696,192.15**	**15,068,170.08**	**722,517.81**	**4.58 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 30 - Debt Service Fund							
Expense							
Department: 91 - Projects Revenue							
30-91-7001	Bond Principal	1,890,000.00	1,890,000.00	0.00	1,890,000.00	0.00	0.00 %
30-91-7100	Interest Expense	4,269,919.04	4,269,919.04	0.00	4,269,918.86	0.18	0.00 %
30-91-7102	Fiscal Agents Fee	12,000.00	12,000.00	0.00	4,050.00	7,950.00	66.25 %
30-91-7103	Property Tax Rebates	495,000.00	495,000.00	99,219.97	747,916.11	-252,916.11	-51.09 %
	Department: 91 - Projects Revenue Total:	**6,666,919.04**	**6,666,919.04**	**99,219.97**	**6,911,884.97**	**-244,965.93**	**-3.67 %**
	Expense Total:	**6,666,919.04**	**6,666,919.04**	**99,219.97**	**6,911,884.97**	**-244,965.93**	**-3.67 %**
	Fund: 30 - Debt Service Fund Total:	**6,666,919.04**	**6,666,919.04**	**99,219.97**	**6,911,884.97**	**-244,965.93**	**-3.67 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 55 - Parks Fund							
Expense							
Department: 55 - Park Operations Expenditures							
55-55-5420	Electricity	0.00	1,000.00	251.98	1,545.63	-545.63	-54.56 %
55-55-5453	Grounds Maintenance	0.00	0.00	0.00	710.00	-710.00	0.00 %
55-55-6070	Capital Outlay - Improvements	0.00	0.00	0.00	8,318.96	-8,318.96	0.00 %
Department: 55 - Park Operations Expenditures Total:		**0.00**	**1,000.00**	**251.98**	**10,574.59**	**-9,574.59**	**-957.46 %**
Expense Total:		**0.00**	**1,000.00**	**251.98**	**10,574.59**	**-9,574.59**	**-957.46 %**
Fund: 55 - Parks Fund Total:		**0.00**	**1,000.00**	**251.98**	**10,574.59**	**-9,574.59**	**-957.46 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 63 - Truancy Prevention Fund							
Expense							
Department: 10 - Administration Expenditure							
63-10-5230	Office Expense	5,900.00	5,900.00	1,329.52	11,323.25	-5,423.25	-91.92 %
63-10-5645	Training & Travel	0.00	0.00	0.00	716.92	-716.92	0.00 %
	Department: 10 - Administration Expenditure Total:	**5,900.00**	**5,900.00**	**1,329.52**	**12,040.17**	**-6,140.17**	**-104.07 %**
	Expense Total:	**5,900.00**	**5,900.00**	**1,329.52**	**12,040.17**	**-6,140.17**	**-104.07 %**
	Fund: 63 - Truancy Prevention Fund Total:	**5,900.00**	**5,900.00**	**1,329.52**	**12,040.17**	**-6,140.17**	**-104.07 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 80 - SMDA Fund							
Expense							
Department: 10 - Administration Expenditure							
80-10-5330	Administrative Support Services	60,000.00	60,000.00	-20,000.00	60,000.00	0.00	0.00 %
80-10-5461	Planning & Development	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
80-10-5477	Audit Fees	0.00	0.00	5,495.00	22,495.00	-22,495.00	0.00 %
80-10-5479	Appraisal Fees	0.00	0.00	200.00	200.00	-200.00	0.00 %
80-10-7105	Bond Issuance Cost	0.00	0.00	0.00	206,951.80	-206,951.80	0.00 %
Department: 10 - Administration Expenditure Total:		**65,000.00**	**65,000.00**	**-14,305.00**	**289,646.80**	**-224,646.80**	**-345.61 %**
Department: 91 - Projects Revenue							
80-91-7001	Bond Principal	205,000.00	205,000.00	0.00	205,000.00	0.00	0.00 %
80-91-7100	Interest Expense	880,075.00	880,075.00	0.00	1,183,845.15	-303,770.15	-34.52 %
80-91-7102	Fiscal Agents Fees	3,000.00	3,000.00	0.00	10,750.00	-7,750.00	-258.33 %
80-91-7559	Projects	845,402.00	845,402.00	0.00	3,090,899.90	-2,245,497.90	-265.61 %
Department: 91 - Projects Revenue Total:		**1,933,477.00**	**1,933,477.00**	**0.00**	**4,490,495.05**	**-2,557,018.05**	**-132.25 %**
Department: 95 - Transfer-Out Expenditures							
80-95-8510	Transfer to General Fund	529,545.00	529,545.00	0.00	529,545.00	0.00	0.00 %
Department: 95 - Transfer-Out Expenditures Total:		**529,545.00**	**529,545.00**	**0.00**	**529,545.00**	**0.00**	**0.00 %**
Expense Total:		**2,528,022.00**	**2,528,022.00**	**-14,305.00**	**5,309,686.85**	**-2,781,664.85**	**-110.03 %**
Fund: 80 - SMDA Fund Total:		**2,528,022.00**	**2,528,022.00**	**-14,305.00**	**5,309,686.85**	**-2,781,664.85**	**-110.03 %**
Report Total:		**24,991,528.93**	**24,992,528.93**	**1,782,688.62**	**27,312,356.66**	**-2,319,827.73**	**-9.28 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10 - General Fund	15,790,687.89	15,790,687.89	1,696,192.15	15,068,170.08	722,517.81	4.58 %
30 - Debt Service Fund	6,666,919.04	6,666,919.04	99,219.97	6,911,884.97	-244,965.93	-3.67 %
55 - Parks Fund	0.00	1,000.00	251.98	10,574.59	-9,574.59	-957.46 %
63 - Truancy Prevention Fund	5,900.00	5,900.00	1,329.52	12,040.17	-6,140.17	-104.07 %
80 - SMDA Fund	2,528,022.00	2,528,022.00	-14,305.00	5,309,686.85	-2,781,664.85	-110.03 %
Report Total:	**24,991,528.93**	**24,992,528.93**	**1,782,688.62**	**27,312,356.66**	**-2,319,827.73**	**-9.28 %**

ORDINANCE NO. 2026-O-05

AN ORDINANCE AMENDING ORDINANCE NO. 2024-O-38 AMENDING THE CITY FISCAL YEAR 2024 BUDGET ENDING SEPTEMBER 30, 2025, BY AMENDING VARIOUS BUDGETS TO ACCOUNT FOR END OF YEAR APPROPRIATIONS FOR ADDITIONAL REVENUES AND EXPENDITURES, 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. 2024-O-38, the City Council of the City of Manvel, Texas, adopted its original budget for Fiscal Year ending September 2025; and

WHEREAS, by Ordinance 2025-O-08, 2025-O-09, and 2025-O-17 the City Council of the City of Manvel, Texas, amended the budget for the Fiscal Year ending September 2025; and

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

WHEREAS, the budget amendment is intended to account for year-end appropriations for FY 2025, including additional revenues and expenditures across various budgets.

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 budget for the Fiscal Year ending September 30, 2025, of the City of Manvel, Texas, is hereby amended as;

Acct No.	Description	Current Total Budget	Adjustment	Ending Budget
General Fund				
10-10-5442	Website Administration	$ 27,485.35	$ 247.86	$ 27,733.21
10-10-5600	Marketing	$ 21,000.00	$ 27,798.92	$ 48,798.92
10-10-5620	Council Expenses	$ 20,000.00	$ 6,621.80	$ 26,621.80
10-10-5676	Elections Expense	$ 9,000.00	$ 8,901.60	$ 17,901.60
10-25-5441	Computer Software	$ 25,000.00	$ (16,035.50)	$ 8,964.50
10-25-5443	Computer Replacement	$ 124,000.00	$ (9,570.59)	$ 114,429.41
10-25-5645	Training & Travel	$ 15,000.00	$ (12,674.84)	$ 2,325.16
10-26-5000	Salaries	$ 183,973.78	$ 836.64	$ 184,810.42
10-26-5645	Training & Travel	$ 6,500.00	$ 158.65	$ 6,658.65
10-26-5675	Education Reimbursement	$ -	$ 5,910.00	$ 5,910.00
10-50-5002	Overtime	$ 30,287.44	$ (12,896.63)	$ 17,390.81
10-40-5412	Plan Reviews	$ 132,908.62	$ 14,696.90	$ 147,605.52
10-40-5439	Inspections	$ 400,000.00	$ 190,302.77	$ 590,302.77
10-50-5250	Road Materials	$ 75,000.00	$ (41,640.55)	$ 33,359.45
10-50-5635	Building Repair/Maintenance	$ 45,000.00	$ (20,252.00)	$ 24,748.00
10-50-5640	Street Repairs	$ 78,220.96	$ (59,760.07)	$ 18,460.89
10-71-7608	Disaster - General Expenses	$ 50,396.31	$ (50,396.31)	$ -
10-80-5240	Minor Tools & Equipment	$ 16,500.00	$ (16,154.31)	$ 345.69
10-80-5452	Abatement - CE	$ 39,500.00	$ (16,094.34)	$ 23,405.66

Acct No.	Description	Current Total Budget	Adjustment	Ending Budget
Debt Service Fund				
30-09-4960	Transfer In - MEDC Fund	$ 1,000,000.00	$ 252,916.11	$ 1,252,916.11
30-91-7103	Property Tax Rebates	$ 495,000.00	$ 252,916.11	$ 747,916.11
Parks Fund				
55-09-4999	Transfer In - Fund Balance	$ 1,000.00	$ 9,574.59	$ 10,574.59
55-55-5420	Electricity	$ 1,000.00	$ 545.63	$ 1,545.63
55-55-5453	Grounds Maintenance	$ -	$ 710.00	$ 710.00
55-55-6070	Capital Outlay - Improvements	$ -	$ 8,318.96	$ 8,318.96
Courts Truancy Fund				
63-05-4400	Court Fines	$ 5,500.00	$ 9,279.51	$ 14,779.51
63-10-5230	Office Expense	$ 5,900.00	$ 5,423.25	$ 11,323.25
63-10-5645	Training & Travel	$ -	$ 716.92	$ 716.92
SMDA Fund				
80-07-4830	Bond Proceeds	$ -	$ 3,605,789.70	$ 3,605,789.70
80-10-5477	Audit Fees	$ -	$ 22,495.00	$ 22,495.00
80-10-5479	Appraisal Fees	$ -	$ 200.00	$ 200.00
80-10-7105	Bond Issuance Cost	$ -	$ 206,951.80	$ 206,951.80
80-91-7100	Interest Expense	$ 880,075.00	$ 303,770.15	$ 1,183,845.15
80-91-7102	Fiscal Agents Fees	$ 3,000.00	$ 7,750.00	$ 10,750.00
80-91-7559	Projects	$ 845,402.00	$ 2,245,497.90	$ 3,090,899.90

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