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

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

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

NOTICE OF A CITY COUNCIL MEETING OF THE CITY OF MANVEL
March 21, 2022

NOTICE IS HEREBY GIVEN
6:00 P.M. WORKSHOP
7:00 P.M. REGULAR SESSION

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City of Manvel will convene a regular 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 accommodations or interpreter services must be made 48 hours prior to this meeting. Please contact the City Secretary at 281-489-0630 X6 for further information.

Workshop Session

Presentation/Update by Freese and Nichols on the Water and Wastewater Rate Study.

Discussion on the establishment of a name for the 160 acres. (Requested by Council Member Davis)

Discussion on any subject listed on the Agenda dated March 21, 2022.

Regular Session

Call To Order

Inspirational Reading - Council Member Albert

Pledge

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

Citizen Comments: "Comment Card" Required

****Members of the public who wish to submit written comments on a listed agenda item must submit their comments via the Public Comment Request Form found on the city website www.cityofmanvel.com or by emailing thell@cityofmanvel.com or by calling 281-489-0630 x6 for staff assistance.*

Presentation

Proclamation - April 2022 - Fair Housing Month

Public Hearing

TO HEAR COMMENTS ON A REQUEST FOR CLOSURE AND ABANDONMENT OF A TRACT OF LAND CONTAINING 0.913 ACRES (39,755 SQUARE FEET) LOCATED IN THE H.T. & B.R.R. CO. SURVEY, ABSTRACT NUMBER (NO.) 283 AND THE M.V. O'DONNELL SURVEY, ABSTRACT NO. 470, BRAZORIA COUNTY, TEXAS; SAID 0.913 ACRE TRACT BEING A PORTION OF OLEANDER STREET (60 FEET UNIMPROVED RIGHT-OF-WAY (R.O.W.) AS DEDICATED IN DR. A.A. LUTHER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME (VOL.) 1, PAGE (PG.) 71, BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.).

City Manager Update

Update on current events and city issues.

Executive Session

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071: Consultation with Attorney, and Texas Government Code, Section 551.072: "Deliberation Regarding Real Property" to discuss the following:
Purchasing Opportunity

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071: Consultation with Attorney, and Texas Government Code, Section 551.072: "Deliberation Regarding Real Property" to discuss the following:
Deliberate the purchase, exchange, lease, or value of real property.
ROW abandonment - Portion of unimproved Oleander Street

Regular Agenda

1. Consideration and possible action to approve the FY 21-22 Audit.

2. Consideration and possible action to approve Final Plat for Meridiana Section 54A; BEING A SUBDIVISION OF 8.916 ACRES OUT OF THE OLIVER HALL SURVEY, ABSTRACT 203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS. (FAVORABLE RECOMMENDATION BY PD&Z FAILED 0/5)

3. Consideration and possible action to direct staff to provide Applicants written statements of the conditions for any conditional approvals, and the reasons for disapproval of any plans or plats that were not approved, per Texas Local Government Code §212.0091.

4. Consideration and possible action to approve Resolution 2022-R-02;
A RESOLUTION BY THE CITY OF MANVEL, TEXAS SUSPENDING THE MAY 2, 2022 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2021 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

5. Consideration and possible action regarding payment to Keep Pearland Beautiful. (Requested by Mayor Davison)

6. Consideration and possible action to approve the first of two readings of Ordinance 2022-O-09;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF 60' CITY RIGHT-OF-WAY CONSISTING OF APPROXIMATELY 0.913 ACRES OF LAND, BEING THE UNIMPROVED PORTION OF OLEANDER STREET LOCATED BETWEEN LEWIS LANE (IMPROVED) AND CANAAN ROAD (UNIMPROVED), IN THE CITY OF MANVEL, BRAZORIA COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.
(Forwarded with favorable recommendation by PD&Z 5/0)

7. Consideration and possible action to direct staff on creating new positions and hiring additional employees.

8. Consideration and possible action to direct staff on the following items as requested by Council Member Albert;
a. Discussion and possible action on multiple reports of staff failures to engage city customers, including but not limited to updates on Michael Johnson's repeated complaints of lack of enforcement actions. (Agenda item tabled at the 3/7/22 City Council Meeting)

9. Consideration and possible action to direct staff on the following items as requested by Council Member Davis;
a. Temporary waiving of fees and other administrative costs.
b. Amending the Council Rules of Procedures to change the order of the agenda.
(Request to move Consent Agenda before Regular Agenda).

Consent Agenda

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

1. Approve the meeting minutes to date.

2. Concurrence with the City Manager's decision to hire Joe A. Murray as the City Fire Marshal, as required by the City Charter.

3. Approval of the 8/2/2021 (First approved on 3/15/2021) revised/restated;
   ROAD CONSTRUCTION AGREEMENT BETWEEN THE CITY OF MANVEL, TEXAS, BRAZORIA COUNTY, TEXAS, GULF COAST WATER AUTHORITY, VDB PARTNERS LTD., AND ASHTON HOUSTON RESIDENTIAL LLC.

4. Approve Final Plat for Meridiana Section 53;
   BEING A SUBDIVISION OF 14.86 ACRES OUT OF THE OLIVER HALL SURVEY, ABSTRACT 203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.
   (FORWARDED WITH FAVORABLE RECOMMENDATION BY PDZ 5/0)

5. Approve Final Plat for Brazoria County MUD No. 56 Water Plant Replat No. 1 and Extension;
   BEING A SUBDIVISION OF 4.828 ACRES OUT OF THE OLIVER HALL SURVEY, ABSTRACT 203; AND ALSO BEING A REPLAT OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 56 WATER PLANT, AS RECORDED IN BRAZORIA COUNTY PLAT RECORDS DOCUMENT NO. 2020047954, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.
   (FORWARDED WITH FAVORABLE RECOMMENDATION BY PDZ 5/0)

6. Approve Final Plat for Meridiana Detention Reserve M-2;
   BEING A SUBDIVISION OF 4.644 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION 61, ABSTRACT 282, AND THE OLIVER HALL SURVEY, ABSTRACT 203; CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.
   (FORWARDED WITH FAVORABLE RECOMMENDATION BY PDZ 5/0)

7. Approve Final Plat for Meridiana Detention Reserve N-2;
   BEING A SUBDIVISION OF 7.081 ACRES OUT OF THE OLIVER HALL SURVEY, ABSTRACT 203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.
   (FORWARDED WITH FAVORABLE RECOMMENDATION BY PDZ 5/0)

8. Approve Meridiana Section 39A Amending Plat No. 1;
   BEING A SUBDIVISION OF 0.6423 ACRES OUT OF THE H.T. AND B.R.R. CO. SURVEY, SECTION 55, A-286, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS; ALSO BEING AN AMENDING PLAT OF LOTS 11, 12, 53 AND 54 IN BLOCK 1 IN MERIDIANA SECTION 39A AS RECORDED UNDER BRAZORIA COUNTY, PLAT RECORDS 2021080365, BRAZORIA COUNTY, TEXAS.
   (FORWARDED WITH FAVORABLE RECOMMENDATION BY PDZ 5/0)

9. Approve the second and final reading of Ordinance 2022-O-08;
AN ORDINANCE AMENDING CHAPTER 44 "OFFENSES AND MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, BY AMENDING ARTICLE IX "NOISE REGULATION"; PROVIDING FOR EXEMPTIONS AND DEFENSES; REPEALING PROVISIONS IN CONFLICT THEREWITH; 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.

10. Acceptance of the infrastructure improvements for Pomona WWTP Phase 3 to begin the two-year maintenance period.

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 City of Manvel is true and correct; and that I posted such notice on the bulletin board at the Manvel City Hall. A place convenient and readily accessible to the public on March 18, 2022 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 72 hours preceding the scheduled time of the meeting.

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

CITY OF MANVEL, TEXAS

Water and Wastewater Rate Study

City Council Approval

March 21, 2022

Agenda

1. **Introduction & Key Assumptions**
   - ✓ Connections
   - ✓ Revenues (without Impact Fees)
   - ✓ O&M Expenses
   - ✓ Debt Service/CIP
2. Financial Outlook
3. FY22 Revenue Requirements
4. FY23-30 Rate Adjustments

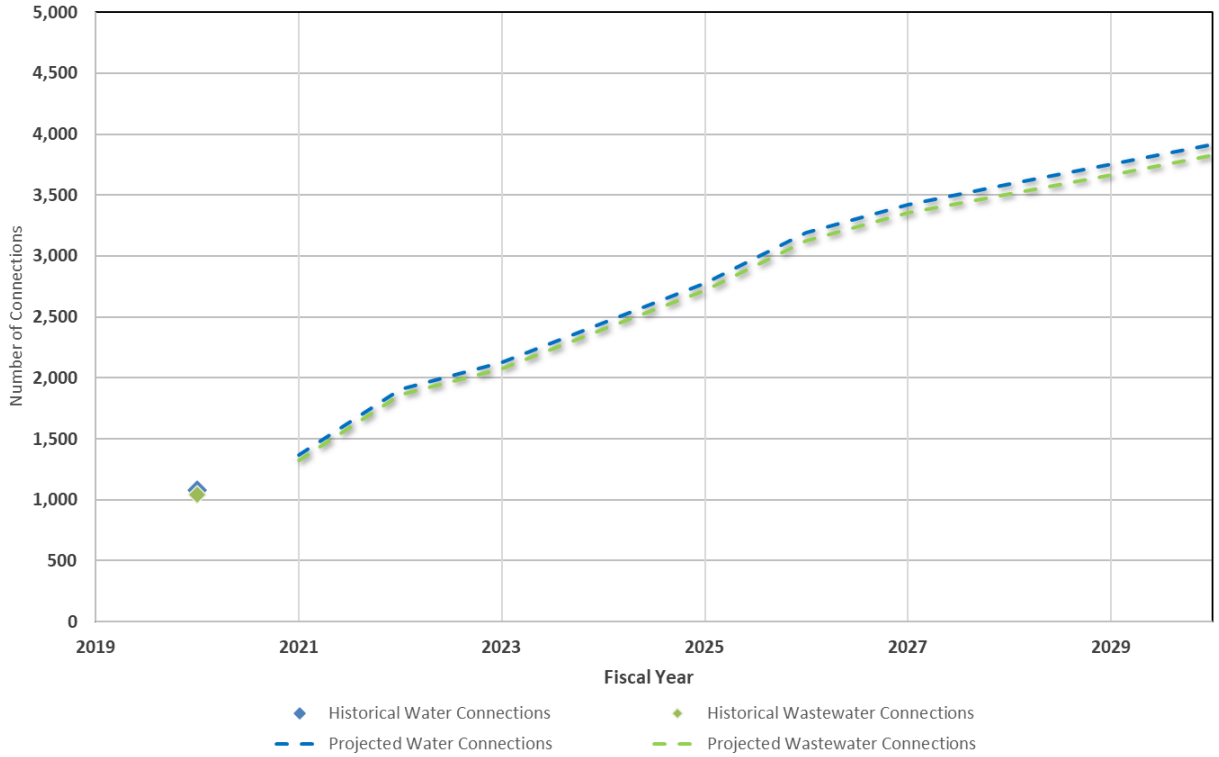
Objectives

Customer Class	Tier	Lower Volume (gal)	Upper Volume (gal)	Rate	Billing Units
Water					
Residential	Base	0	2,000	$25.00	Flat
Residential	1	2,000	999,999	$2.00	Per Thousand Gallon
Commercial/Irrigation	Base	0	2,000	$30.00	Flat
Commercial/Irrigation	1	2,000	999,999	$2.00	Per Thousand Gallon
Wastewater					
Residential	Base	0	2,000	$30.00	Flat
Residential	1	2,000	20,000	$2.00	Per Thousand Gallon
Commercial	Base	0	2,000	$35.00	Flat
Commercial	1	2,000	20,000	$2.00	Per Thousand Gallon

- Use accepted industry standards and practices to develop a water and wastewater rates, fees, and charges study
  - ✓ Ensure financial stability of utility fund
  - ✓ Evaluate for sufficient revenues to implement capital program

Connections

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Water	1,368	1,910	2,130	2,453	2,777	3,192	3,422	3,588	3,752	3,918
Wastewater	1,326	1,864	2,080	2,399	2,718	3,127	3,352	3,511	3,668	3,827



- Consistent with Impact Fee Study
- Difference between water and wastewater is irrigation meters

Debt Service/CIP

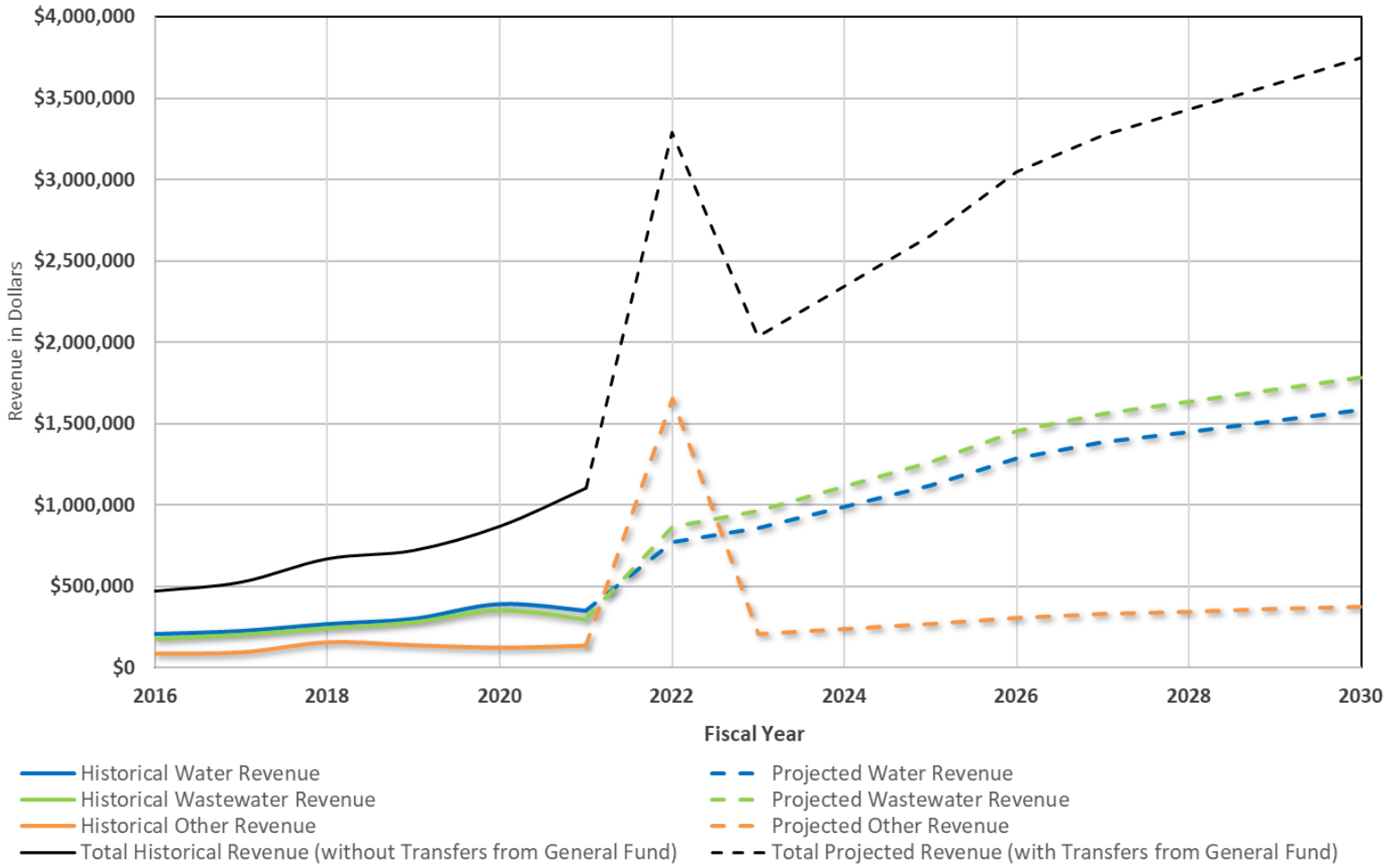
Project	Total Cost (2021 Dollars)	Total Cost (Inflated)	Design Year	Construction Year
Water				
Cemetery Road Loop Phase 2	$630,600	$825,700	2028	2029
Del Bello Spur to Del Bello Blvd Loop	$1,109,200	$1,510,400	2029	2030
Manvel City Center Interconnect	$1,378,100	$1,433,200	2023	2024
Sowell Interconnect	$1,597,400	$1,719,100	2023	2024
Dogwood Avenue – Phase 1	$723,800	$778,900	2023	2024
Masters Line Waterline Extension Phase 3	$1,776,600	$1,911,900	2023	2024
Dogwood Avenue – Phase 2	$666,400	$717,200	2023	2024
Bissell Road Loop	$860,000	$1,001,100	2025	2026
Del Bello Interconnect	$1,967,000	$2,201,500	2024	2025
Del Bello and Masters Road Loop	$1,880,200	$2,188,600	2025	2026
Manvel Parkway Waterline Extension	$1,509,400	$1,689,300	2024	2025
Maverick Plant Improvements	$897,800	$933,700	2022	2023
Del Bello 1 MG EST (2022)	$3,130,000	$3,247,900	2022	2023
Pump Station Expansion (4,000 gpm, Location TBD)	$10,360,000	$14,107,200	2029	2030
School Road Plant Improvements	$3,360,000	$3,616,000	2023	2024
Wastewater				
1.0 MGD Expansion of Central Regional WWTP	$26,135,800	$27,103,900	2022	2023
New 4.0 MGD Pollard Blvd Lift Station & 18-inch Force Main	$3,324,354	$3,572,600	2023	2024
12/15/18/30-inch Lines in Valencia Development	$4,330,058	$4,846,300	2024	2025
8-inch Gravity Main along McCoy Drive & Lewis Lane	$753,800	$877,400	2025	2026
Expansion of Central Regional WWTP to 2.0 MGD	$15,904,500	$19,253,200	2026	2027
12-inch Del Bello SPUR Gravity Main	$1,555,200	$277,700*	2030	2031

*only includes engineering cost, as construction is outside of planning horizon

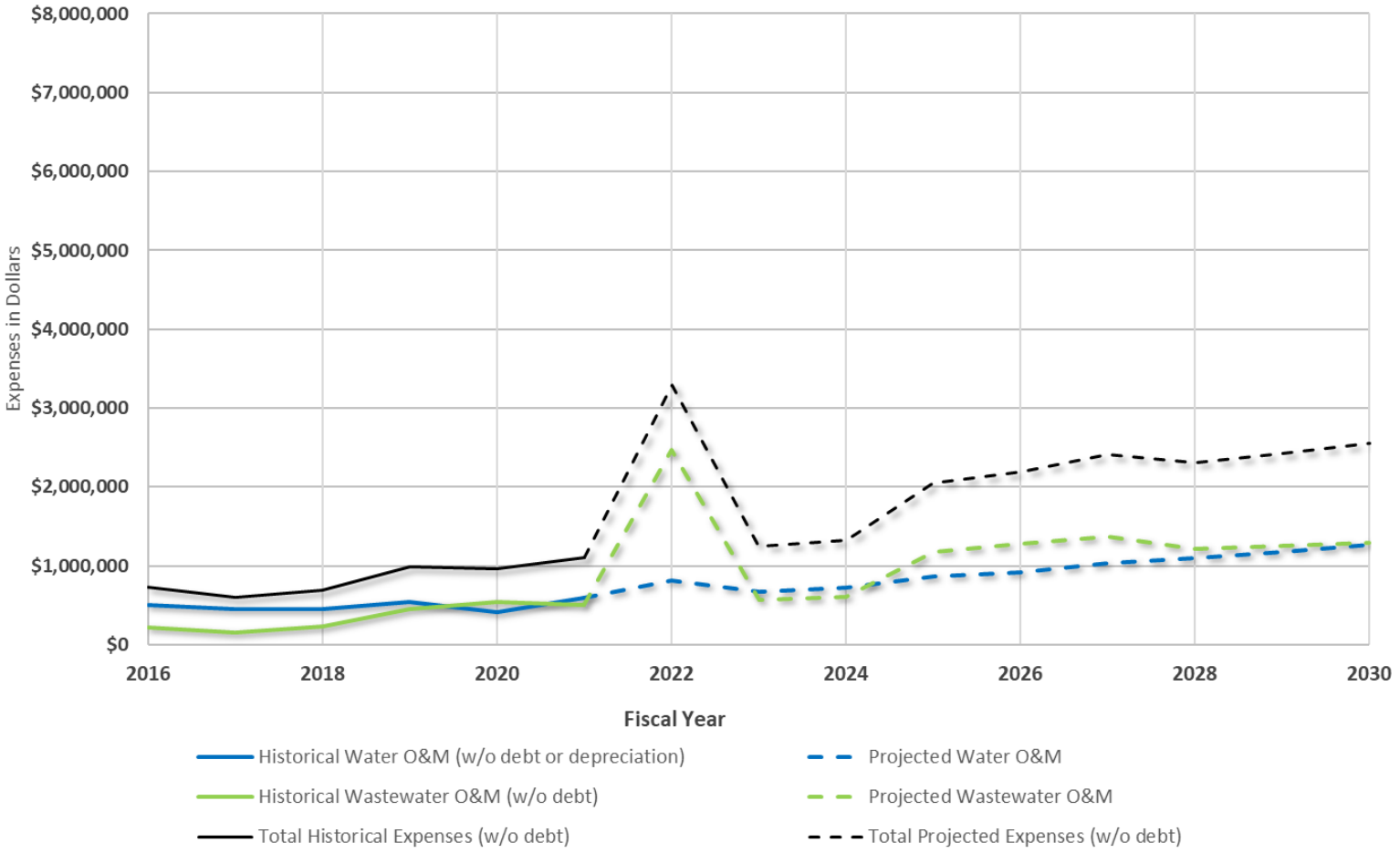
Agenda

1. Introduction & Key Assumptions
   - ✓ Connections
   - ✓ Revenues (without Impact Fees)
   - ✓ O&M Expenses
   - ✓ Debt Service/CIP
2. **Financial Outlook**
3. FY22 Revenue Requirements
4. FY23-30 Rate Adjustments

Financial Outlook - Revenues



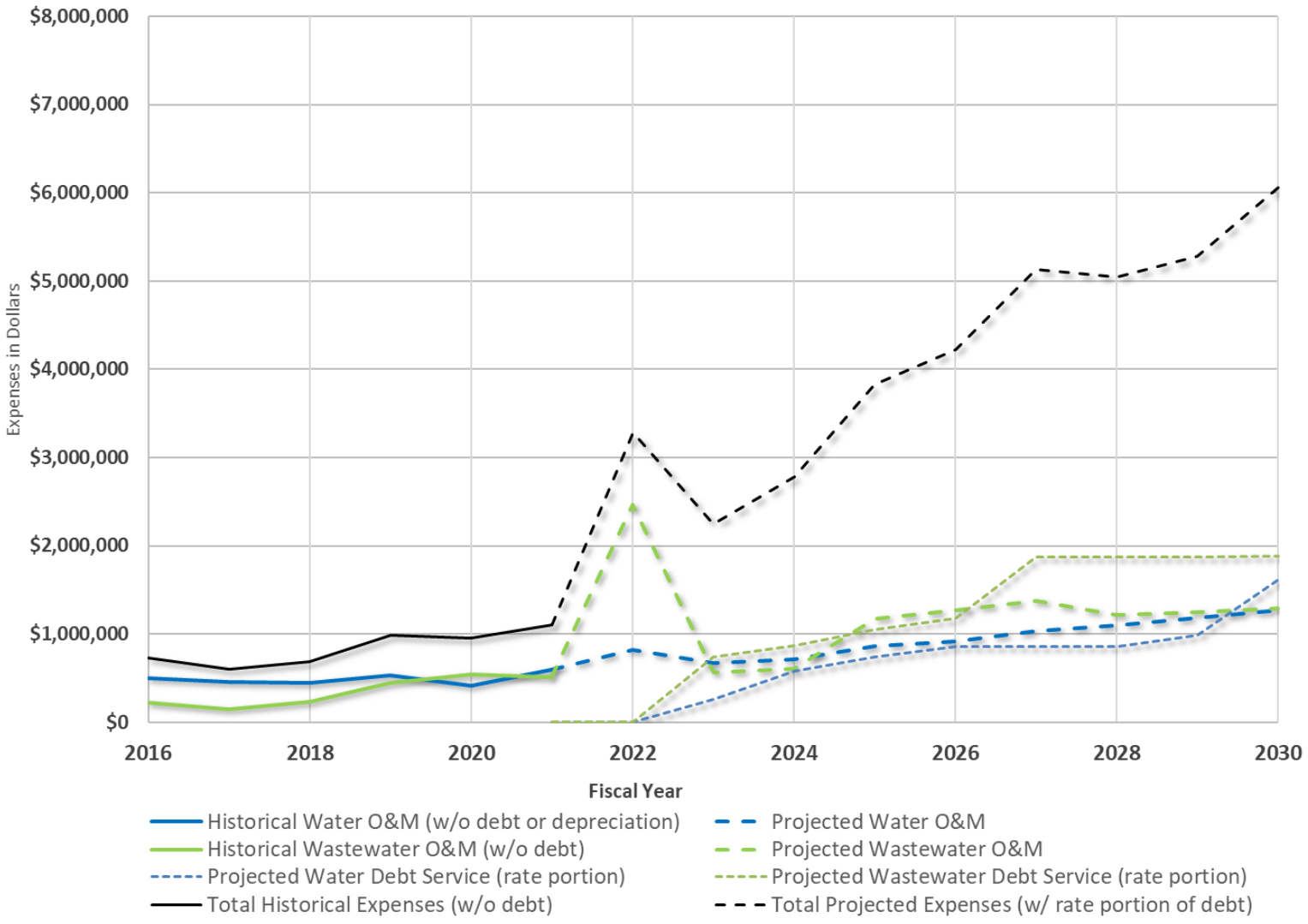
Financial Outlook - Expenses (without future debt)



Financial Outlook - Expenses

Assumptions and Notes

- FY22 cash funded & FY23 and beyond is bond funded
- Only rate portion of future debt (i.e. Impact Fee revenue pays for 50% of the debt)



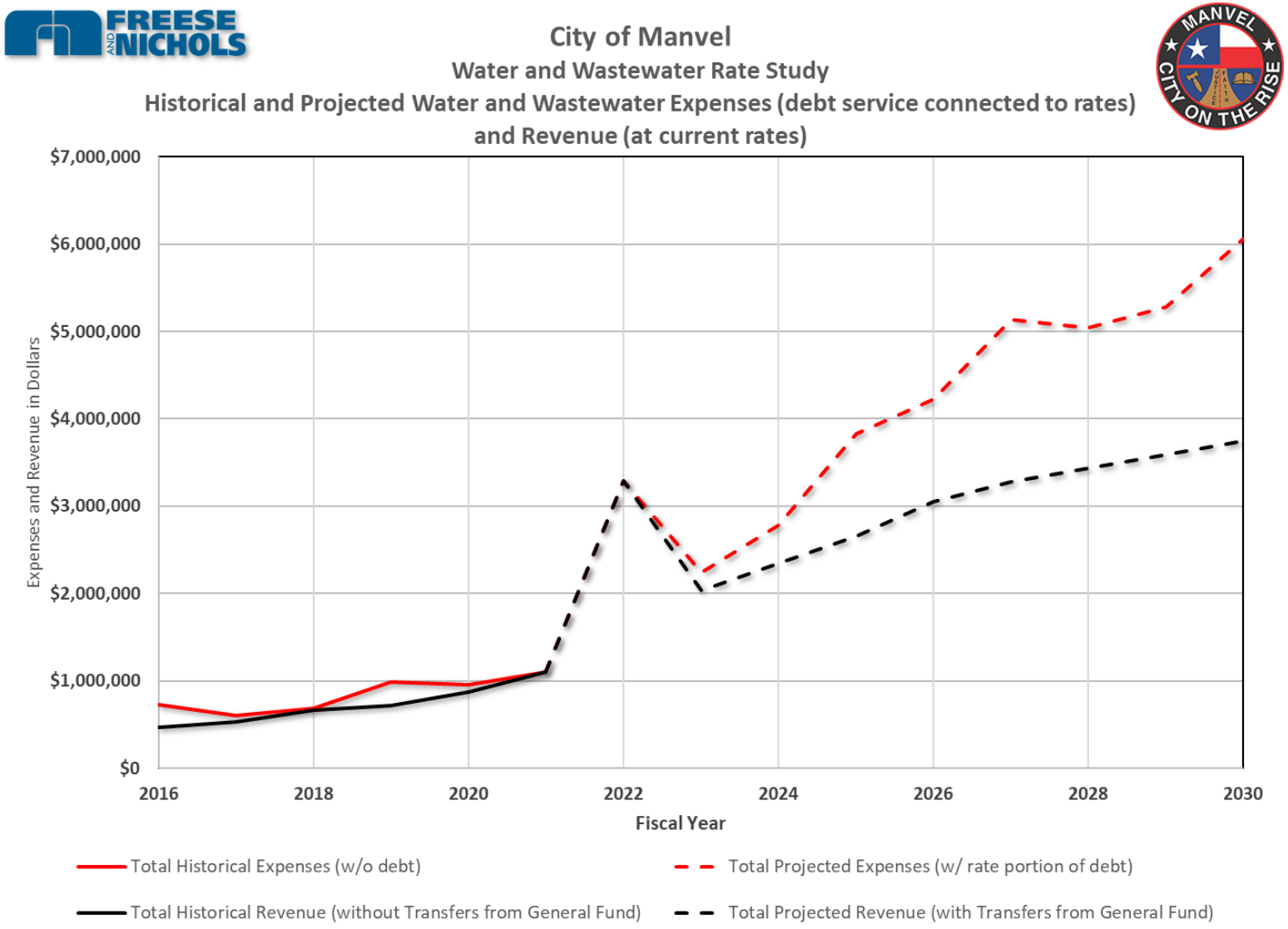
Agenda

1. Introduction & Key Assumptions
   - ✓ Connections
   - ✓ Revenues (without Impact Fees)
   - ✓ O&M Expenses
   - ✓ Debt Service/CIP
2. Financial Outlook
3. **FY22 Revenue Requirements**
4. FY23-30 Rate Adjustments

Financial Outlook – Revenue & Expenses

Assumptions and Notes

- Revenue at current rates
- FY22 Transfers to Utility Fund
- Only rate portion of future debt
- Projected Expenses exceed Revenues



Agenda

1. Introduction & Key Assumptions
   - ✓ Connections
   - ✓ Revenues (without Impact Fees)
   - ✓ O&M Expenses
   - ✓ Debt Service/CIP
2. Financial Outlook
3. FY22 Revenue Requirements
4. **FY23-30 Rate Adjustments**

FY23-30 Rate Adjustments to Meet Revenue Requirements

W&WW Utility System Rate Adjustments

	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30
Base Charge Adjustment	13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric Rate Adjustment	30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%
Overall Adjustment	**17.3%**	**18.1%**	**8.0%**	**3.2%**	**9.1%**	**5.9%**	**5.9%**	**12.9%**
Bill Increase (for Residential 5k gal/month)	$11.00	$13.75	$7.17	$3.20	$9.31	$6.59	$7.05	$16.64

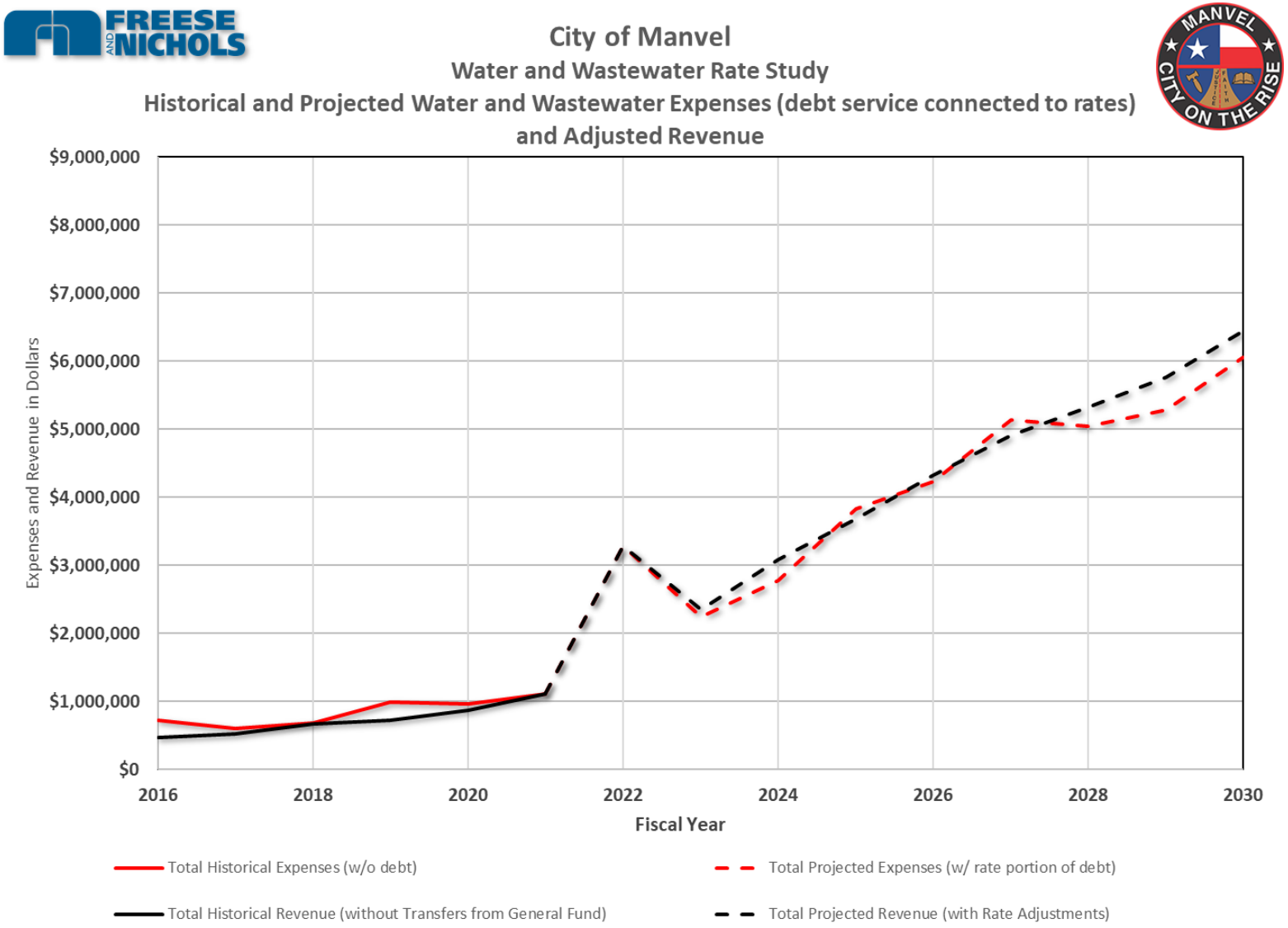
Assumptions and Notes

- Rate adjustments meet revenue requirements for self sustaining Utility Fund
- Assumption: 1/3 of added revenue from Base Rate and 2/3 from Volumetric Rate
- Current Monthly Bill for Residential 5k gal/month user = $67.00

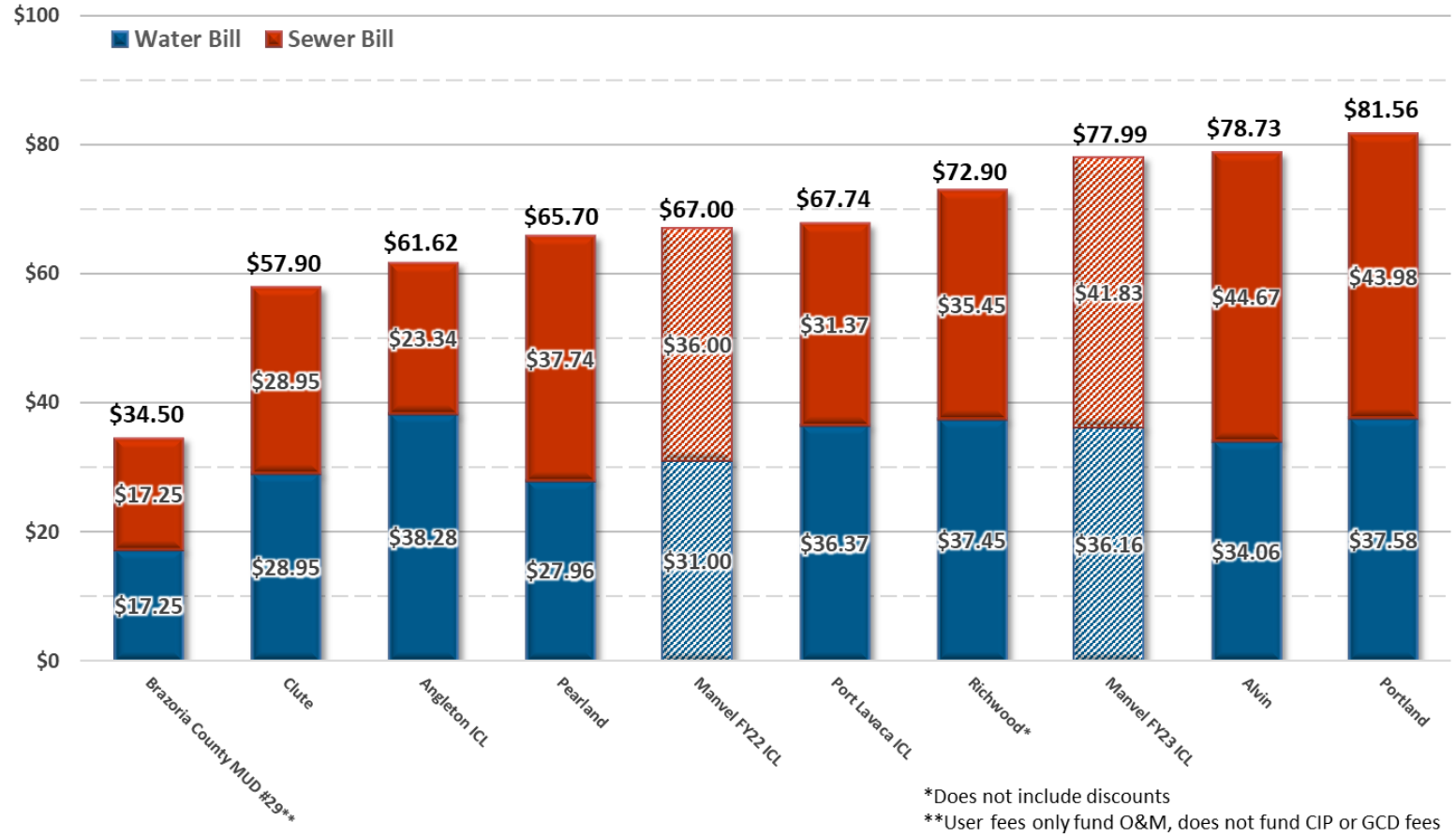
Financial Outlook – Revenue & Expenses

Assumptions and Notes

- Revenue with rate adjustments
- FY22 Transfers to Utility Fund
- Only rate portion of future debt
- Projected Revenues exceed Expenses

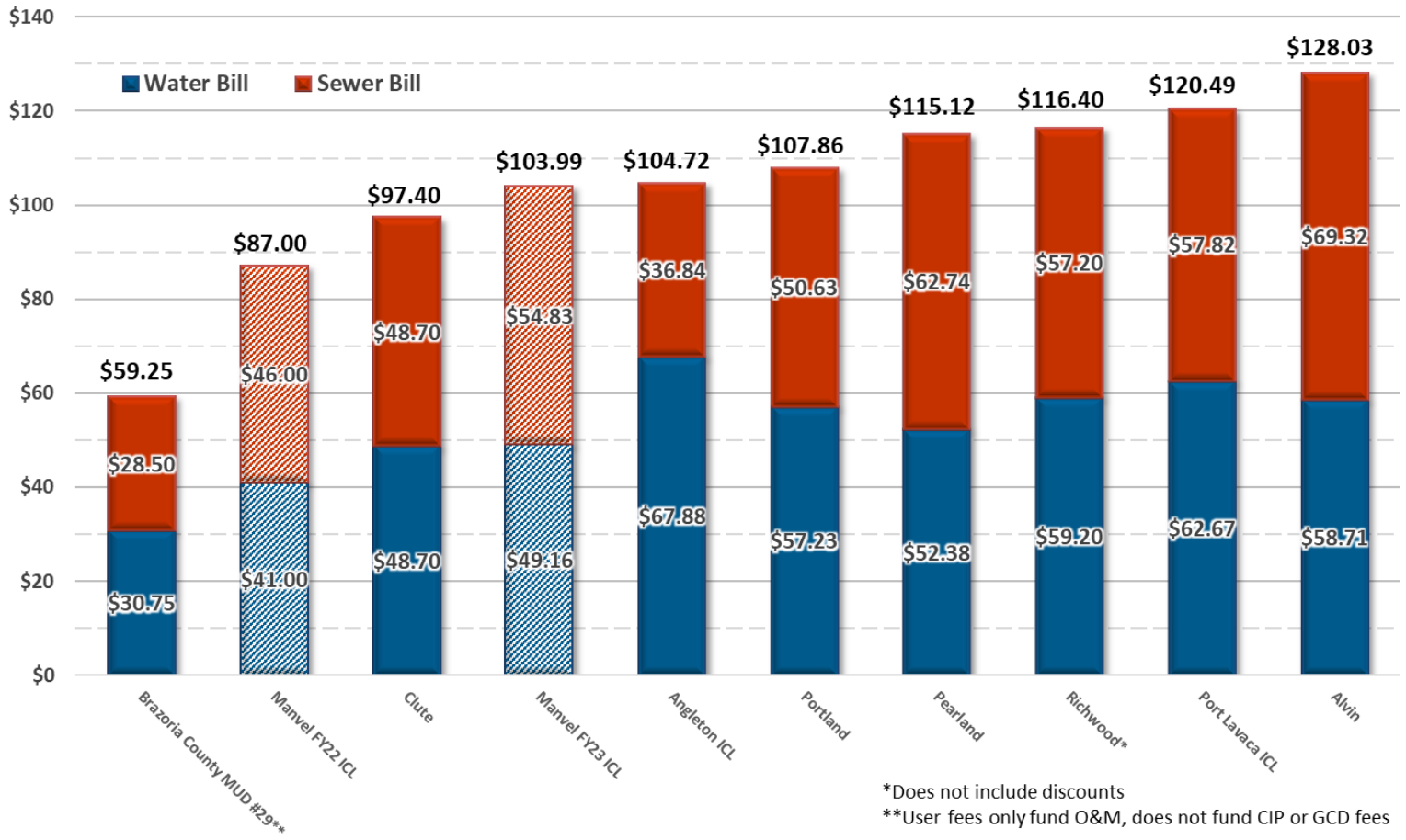


Rate Benchmarking – Residential User @ 5,000 gallons/month



*Does not include discounts
**User fees only fund O&M, does not fund CIP or GCD fees

Rate Benchmarking – Residential User @ 10,000 gallons/month



*Does not include discounts
**User fees only fund O&M, does not fund CIP or GCD fees

Agenda

1. Introduction & Key Assumptions
   - ✓ Connections
   - ✓ Revenues (without Impact Fees)
   - ✓ O&M Expenses
   - ✓ Debt Service/CIP
2. Financial Outlook
3. FY22 Revenue Requirements
4. FY23-30 Rate Adjustments

Innovative approaches
Practical results
Outstanding service

WATER AND WASTEWATER RATE STUDY

Prepared for:

City of Manvel

March 2022

Prepared by:

FREESE AND NICHOLS, INC.
11200 Broadway St., Suite 2320
Pearland, Texas 77584
832-456-4700

Innovative approaches
Practical results
Outstanding service

WATER AND WASTEWATER RATE STUDY

Prepared for:

City of Manvel

Prepared by:

FREESE AND NICHOLS, INC.
11200 Broadway St., Suite 2320
Pearland, Texas 77584
832-456-4700

FNI Project No.: MNV20631

TABLE OF CONTENTS

EXECUTIVE SUMMARY ES-1

1.0 WATER AND WASTEWATER SYSTEM 1-1

1.1 General Description 1-1
1.2 Projected Water Needs and Wastewater Flows 1-2

2.0 HISTORICAL REVENUES AND EXPENSES 2-1

2.1 Historical Revenues 2-1
2.2 Historical Expenses 2-1
2.3 Comparison of Historical Revenue and Expenses 2-1

3.0 WATER AND WASTEWATER FUND RATE ANALYSIS 3-1

3.1 Projected Revenues at Current Rates 3-1
3.2 Projected Expenses 3-1

4.0 RATE DESIGN 4-1

5.0 SUMMARY OF RATE RECOMMENDATIONS 5-1

6.0 COMPARISON TO NEARBY CITIES 6-1

List of Tables

Table 1-1: Projected Connections, and Water and Wastewater Billed Volume (including base) 1-2
Table 2-1: Historical Revenue for the Water and Wastewater Fund 2-2
Table 2-2: Current City of Manvel Monthly Water & Wastewater Rates 2-2
Table 2-3: Historical Expenses for the Water and Wastewater Fund, by Department 2-2
Table 3-1: Projected Revenue at Current Rates for the Water and Wastewater Fund 3-3
Table 3-2: Projected Expenses for the Water and Wastewater Fund, by Department 3-5
Table 5-1: Rate Adjustment Summary 5-1
Table 5-2: Residential Rate Adjustments Needed 5-1
Table 5-3: Commercial Rate Adjustments Needed 5-2
Table 5-4: Irrigation Rate Adjustments Needed 5-3
Table 6-1: Residential Water and Wastewater Rate Comparison to Nearby Cities 6-1
Table 6-2: Residential Water and Wastewater Rate Comparison to Nearby Cities 6-1

List of Figures

Figure 1-1: Historical Water Sales Revenues, by Customer Class 1-3
Figure 1-2: Historical Wastewater Sales Revenues, by Customer Class 1-4
Figure 1-3: Historical and Projected Connections 1-5
Figure 2-1: Historical Water and Wastewater Revenue and Expenses 2-3
Figure 3-1: Historical and Projected Water and Wastewater Revenue (not including impact fees) 3-4
Figure 3-2: Historical and Projected Water and Wastewater Expenses 3-6
Figure 3-3: Historical and Projected Water and Wastewater Expenses (with rate portion of future Debt Service) and Revenue (at current rates) 3-7
Figure 6-1: Residential Water and Wastewater Rate Comparison with Other Cities, Monthly Bill (5,000 gallons) 6-2
Figure 6-2: Residential Water and Wastewater Rate Comparison with Other Cities, Monthly Bill (10,000 gallons) 6-3

Appendices

Appendix A: Projected Expenses for Water and Wastewater Fund

EXECUTIVE SUMMARY

The City of Manvel (City) is located on Highway 6 west of State Highway (SH) 288, in northern Brazoria County, Texas. The City currently provides retail water and wastewater services to customers within the City and outside the City limits. In August 2020, the City authorized Freese and Nichols, Inc. to perform a water and wastewater rate study. The purpose of the rate study is to develop a multi-year plan for rates that will provide sufficient revenue to implement needed capital improvements and allow the water and wastewater systems to be self-supporting. Freese and Nichols' methodology for performing this study is based on accepted industry standards and practices, specifically the American Water Works Association (AWWA) Manual 1 (M1) "Principles of Water Rates, Fees, and Charges", Seventh Edition, and the Water Environment Federation's (WEF) *Financing and Charges* manual.

The study included the following steps:

- Obtain data from City needed for the rate study.
- Review and analyze the data and develop projections of the operating expenses and revenues at current rates.
- Identify the revenue requirements for the water and wastewater system using the projected operating expenses and projected capital expenses in the next few years.
- Develop a rate model for the City's water and wastewater systems that projects the rates needed to provide sufficient annual revenue.
- Document the findings in a report.

This report describes the findings and recommendations of the water and wastewater rate study. The calculations are based on the City's Fiscal Year, which runs from October 1 through September 30.

A financing plan has been developed based on an analysis of the rates utilized to furnish water and wastewater services to customers connected to the City's water and wastewater utilities, herein referred to as the "Utility System." The financing plan compares the adequacy of projected revenues under existing rates in meeting the revenue requirement of the Utility System and identifies any adjustments which may be necessary to the existing revenue levels during the study period. The plan consists of implementing annual rate increases over the forecast period of Fiscal Years 2022 through 2030 and crafting a Utility System financing plan that provides the City with the ability to adequately fund operating and capital requirements over the forecast period. The City's goal is to have both the Water and Wastewater Utilities operate individually as self-sufficient or stand-alone entities while maintaining both a Debt Service

Coverage ratio of 1.25 for each Utility. While the City does not have a policy target for Fund Balances, this study leverages surplus fund balances to reduce debt issuances, and strives to achieve a Fund Balance of $1-2 million as a combined system. This Fund Balance target is recommended in excess of the target of 20% of operating expenditures because while the monies assessed for Impact Fees are collected within a 10-year period, the debt service payments will be over a 30-year period.

As a result of the evaluations and analyses, the following summary of findings and recommendations is offered for consideration by the City.

REVENUE UNDER EXISTING RATES

The City of Manvel provided treated water and wastewater services to just over 1,000 water customers (residential, commercial and irrigation) and just over 1,000 wastewater customers (residential, commercial) as of September 30, 2020. In Fiscal Year 2022, it is projected that the City will serve just over 2,000 water customers (residential, commercial and irrigation) and just under 2,000 wastewater customers (residential, commercial), which illustrates a customer growth rate of roughly 50 percent annually over the two year period. Annual growth rate is projected to decrease from 15 percent between Fiscal Year 2023 and Fiscal Year 2024, to 5 percent between Fiscal Year 2029 and Fiscal Year 2030.

Revenue is primarily derived from charges for treated water and wastewater services. Additional revenue is derived from miscellaneous services and fees that the City may offer or charge for services that are not directly related to the production of water or transmission of wastewater. Operating revenue from rates for water and wastewater service, under existing rates, is projected to be $771,224 for water and $866,583 for wastewater in Fiscal Year 2022. Other operating revenues are projected to be $153,564 for water and $27,921 for wastewater in the same period. Currently water and wastewater sales revenues are estimated to increase based upon the projected increase of between roughly 15 percent per year and 5 percent per year in the number of customers over the forecast period. Other operating water and wastewater revenues are estimated to increase by the same rate as water and wastewater sales revenues, since those operating revenues are derived from the number of meters in the system.

Other non operating water and wastewater revenue in Fiscal Year 2022 is estimated to be $1,470,892, the majority of which derives from transfers from the General Fund to the Utility Fund. This practice is not used in this rate study for Fiscal Year 2023 through Fiscal Year 2030. The forecast of revenues projected herein assumes that existing rates will be maintained throughout the forecast period.

IMPACT FEES

In parallel with this Water and Wastewater Rate Study, Freese and Nichols performed a Water and Wastewater Impact Fee Study, to update the City's water and wastewater impact fees. A maximum allowable impact fee of $4,818 per service unit for water and $14,221 per service unit for wastewater was calculated. The City decided to implement 50 percent of the maximum allowable impact fee, resulting in a new impact fee rate of $2,409 per service unit for water and $7,111 per service unit for wastewater. Based on the projected growth in new connections, this new impact fee is estimated to collect roughly $1.7 million in Fiscal Year 2022, growing to a maximum of roughly $4.8 million in Fiscal Year 2026 and 2027, and roughly $2.5 million in Fiscal Year 2030.

EXPENSES

Expenses include operating and maintenance expenses, transfers, debt service obligations, capital projects cash funded from Utility System revenues and cash reserve funding. Operating and maintenance expenses include the costs of labor, materials, power, chemicals, salaries, and other expenses associated with the utility's operations.

Total expenses for the water utility are projected to be $816,423 for the water system and $2,468,760 for the wastewater system in Fiscal Year 2022. Expenses in Fiscal Year 2022 are anomalously high due to a one-year practice of funding capital improvements via capital outlay versus debt service. Total expenses are projected to increase to $2,732,560 for the water system and $3,026,090 for the wastewater system in Fiscal Year 2030. The increases for both systems come partially from inflation, cost of materials, and the cost of fuel, but principally from the principal and interest payments associated with a growing Capital Improvements Program.

The debt service payments are calculated for both the total issuance, as well as the amount of issuance paid for by rates. For the purposes of this rate study, only the portion of debt service payments associated with rates is accounted for. Annual debt payments associated with rates will be $263,008 for the water system and $740,678 for the wastewater system in Fiscal Year 2023, growing to $1,613,306 for the water system and $1,886,994 for the wastewater system in Fiscal Year 2030.

A cash reserve fund balance of $1-2 million from revenues generated from operations is targeted annually for the combined Utility System.

PROPOSED WATER AND WASTEWATER RATE ADJUSTMENTS

Based upon the analysis, revenues generated under existing rates by the Utility System are not sufficient to fund the Utility System's obligations. The proposed rate plan meets all the forecasted Utility System revenue requirements, fulfills the bond coverage requirement and maintains adequate cash balances of the Utility System. The following sections of this report provide a detailed summary of the Utility System's financial forecast.

An analysis of projected revenues and revenue requirements for the Utility System was conducted to determine the adequacy of existing rates. The illustration below summarizes the projected annual revenue increases required over the next nine years to meet future revenue requirements, to maintain and improve Utility System infrastructure, to maintain adequate debt service coverage ratios, and maintain adequate cash reserves to improve the financial condition of the Utility System.

Table ES-1: Indicated Required Revenue Increases

Year	Combined Base	Combined Volumetric	Combined Overall
2022	0.0%	0.0%	0.0%
2023	13.4%	30.0%	17.3%
2024	14.9%	28.5%	18.1%
2025	6.3%	13.5%	8.0%
2026	2.7%	5.0%	3.2%
2027	8.1%	12.5%	9.1%
2028	4.6%	10.0%	5.9%
2029	4.6%	10.0%	5.9%
2030	9.2%	25.0%	12.9%

ADDITIONAL RECOMMENDATIONS

Listed below are the general recommendations associated with the analysis performed herein:

1. The City of Manvel staff should prepare the documents necessary to obtain approval of the proposed financial plan and water and wastewater rates.
2. The City should continue to closely monitor its non-revenue water through audits, identification of leaks, and other appropriate measures.
3. The City should establish an Outside City Limits rate of 1.5 times the Inside City Limits rate.
4. The City should establish a policy on requirements to connect after service becomes available for existing development.
5. The City should update this rate study on an on-going basis. It should be updated sooner if there are significant changes in the assumptions presented in this study, such as timing of the CIP projects.

1.0 WATER AND WASTEWATER SYSTEM

1.1 GENERAL DESCRIPTION

The City of Manvel (City) is located on Highway 6 west of State Highway (SH) 288, in northern Brazoria County, Texas. The City currently provides water service to over 1,000 connections, and wastewater service to over 1,000 connections as well. The City is experiencing rapid growth, and this Water and Wastewater Rate Study assumes an initial growth in connections of roughly 40 percent per year, stabilizing at roughly 5 percent per year by Fiscal Year 2030.

The City of Manvel's existing water infrastructure consists of the School Road Water Plant and associated pumps, water supply wells, and transmission and distribution pipelines. The City relies entirely on groundwater from the Gulf Coast Aquifer System. The City holds four groundwater well permits from the Brazoria County Groundwater Conservation District.

The City of Manvel's existing wastewater collection system consisting of eight (8) lift stations and associated force mains, a network of manholes and gravity mains, and one wastewater treatment plant (WWTP).

The City's water and wastewater customer base includes residential, commercial, and irrigation users. Water and sewer sales revenue is primarily supported by residential base charges, accounting for roughly two-thirds of total water sales revenue and nearly three-quarters of total wastewater sales revenue. Breakdowns of water and wastewater sales revenues by customer class are provided in **Figure 1-1** and **Figure 1-2**, respectively.

A review of Fiscal Year 2016 through Fiscal Year 2020 historical financial and billing data provided by the City showed the following general patterns:

- The combined water and wastewater expenses have averaged $930,000 (including depreciation and transfers to the General Fund). Without depreciation and transfers, the average for that period is $790,000.
- The combined water and wastewater revenue has averaged $750,000.

1.2 PROJECTED WATER NEEDS AND WASTEWATER FLOWS

Table 1-1 shows projected water and wastewater connections, and metered water and wastewater billed volumes for Manvel. These projections are based on input from City staff. These projections are for an average year. Water use will tend to be more in dry years and less in wet years. **Figure 1-3** shows the historical and projected number of water and wastewater connections.

Review of historical water production in comparison to historical water billed volumes revealed substantial fluctuations in non-revenue water (both positive and negative). Values of non-revenue water above 12 percent are considered high for a retail water supplier. However, not all this non-revenue water is unaccounted for water. Some is used for authorized, beneficial purposes such as fire flow, line flushing, and irrigating city facilities, such as parks. Currently the city estimates the amount used for these purposes. To the extent possible, FNI recommends that the City meter as much of its unbilled authorized usage as feasible, particularly irrigation of City facilities. This will enable the City to better track how much water is actually being lost through leaks in the system. The City should continue to monitor non-revenue water and perform detailed water audits and seek to further reduce non-revenue water, unaccounted for water usage. The City should also audit its water production data, to ensure more accurate estimates of what is coming into the system.

Table 1-1: Projected Connections, and Water and Wastewater Billed Volume (including base)

Fiscal Year	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Water Connections	1,368	1,910	2,130	2,453	2,777	3,192	3,422	3,588	3,752	3,918
Wastewater Connections	1,326	1,864	2,080	2,399	2,718	3,127	3,352	3,511	3,668	3,827
Water Billed Volume (MG)	93	129	144	166	188	216	232	243	254	265
Wastewater Billed Volume (MG)	93	129	144	166	188	216	232	243	254	265

Figure 1-1: Historical Water Sales Revenues, by Customer Class

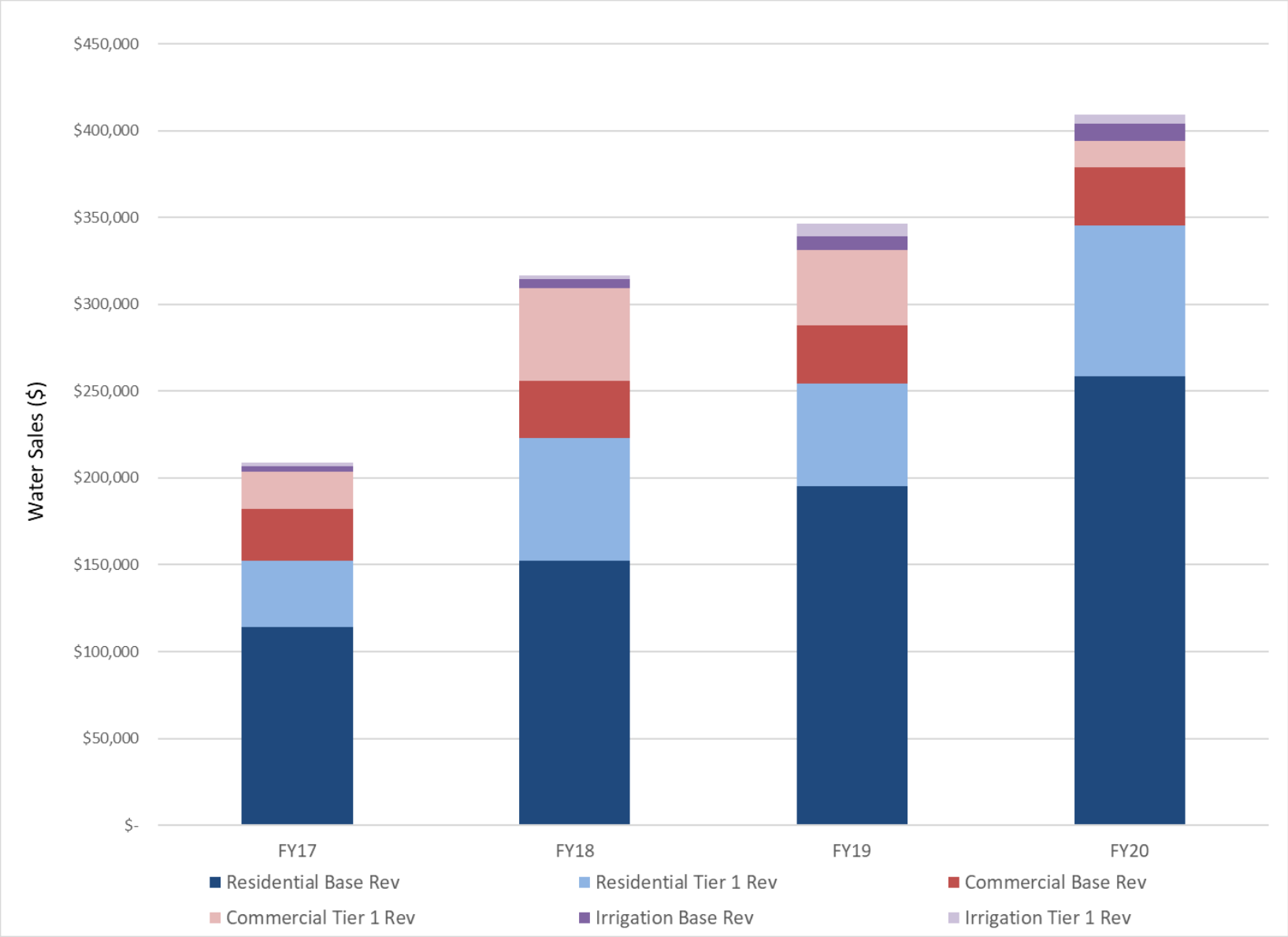


Figure 1-2: Historical Wastewater Sales Revenues, by Customer Class

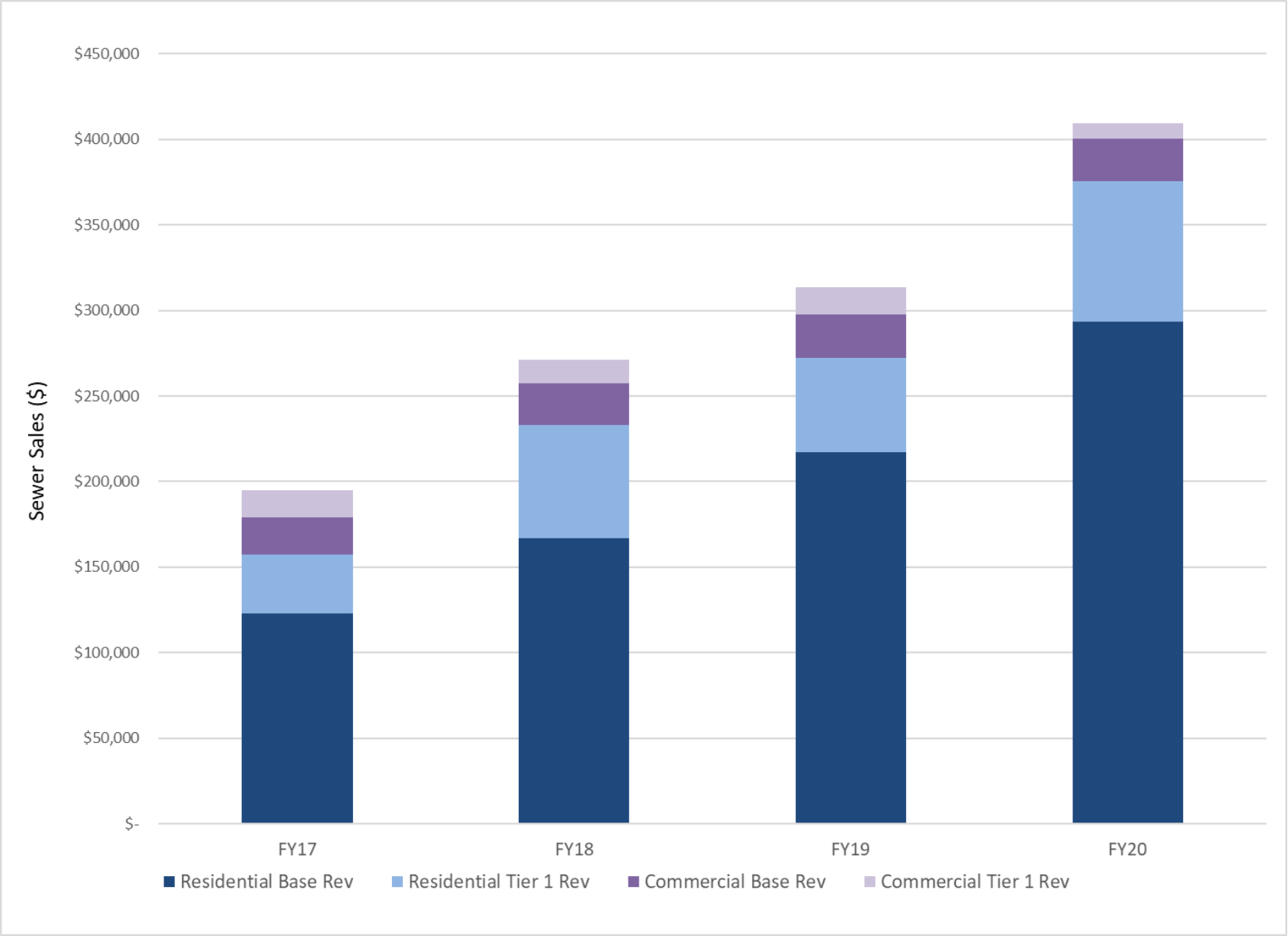
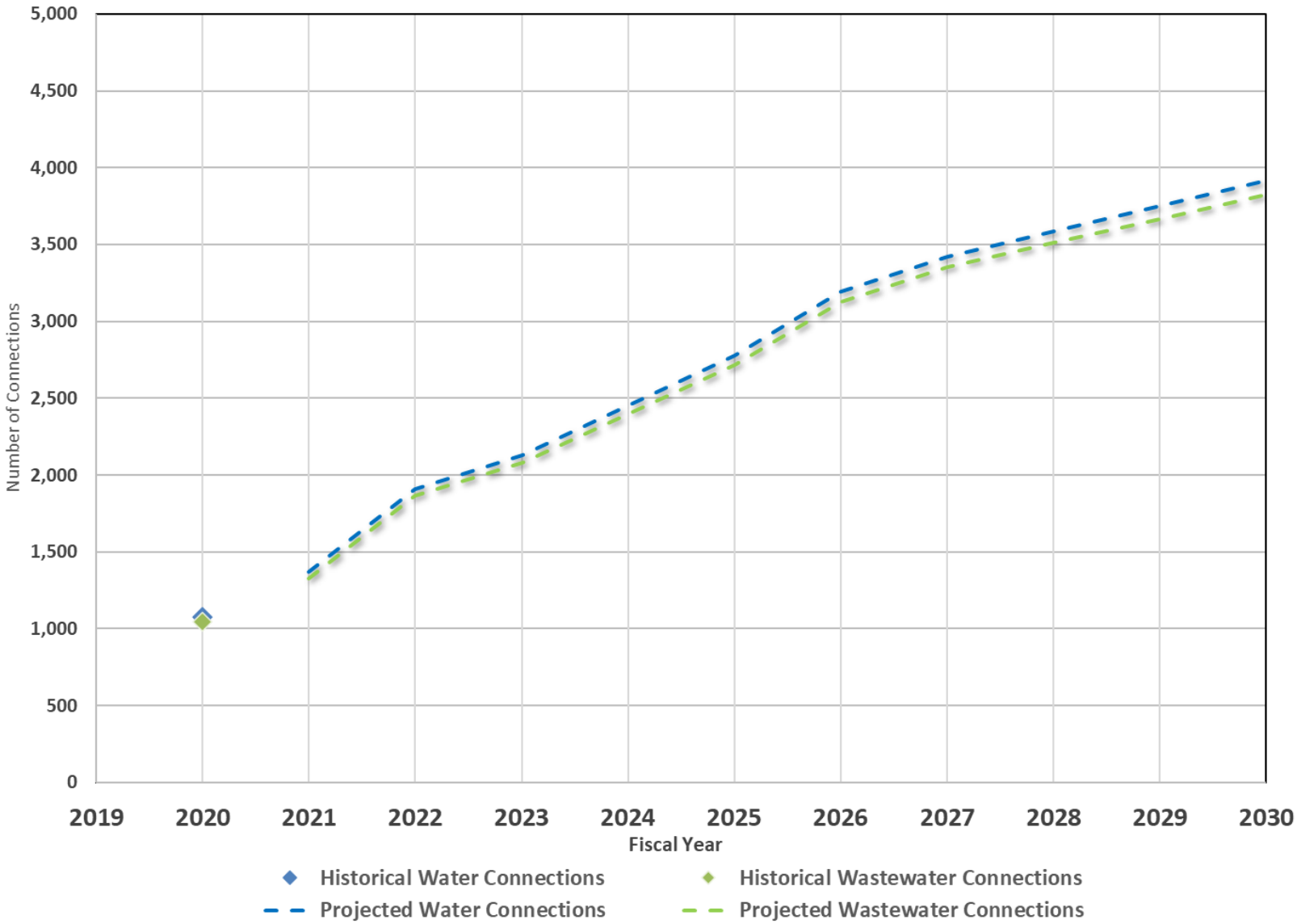


Figure 1-3: Historical and Projected Connections



2.0 HISTORICAL REVENUES AND EXPENSES

2.1 HISTORICAL REVENUES

Table 2-1 shows the historical revenues for the water and wastewater fund over the last four complete years (Fiscal Year 2016 – Fiscal Year 2020), as well as the budgeted revenues for Fiscal Year 2021. During this time, the City did not increase water or wastewater volumetric or base charges. Current rates as of September 2021 are shown in **Table 2-2.** Annual revenue from sales has averaged approximately $531,000 over the previous four years, with total revenues (including transfers from the General Fund) averaging approximately $745,000 over the same period. Over that time, water sales revenue made up on average approximately 50 percent of all sales revenue, and wastewater sales revenue made up on average approximately 50 percent.

2.2 HISTORICAL EXPENSES

Table 2-3 shows a summary of the historical expenses by major department. The annual expenses have averaged $930,000. Historically, Water Expenditures make up on average approximately 50 percent of all expenses, followed by Administration Expenditures at 31 percent and Wastewater Expenditures at 19 percent. **Appendix Table A-1** provides a breakdown of historical expenses by line item.

2.3 COMPARISON OF HISTORICAL REVENUE AND EXPENSES

Figure 2-1 compares the historical revenue and expenses for the water and wastewater fund. The figure shows that in Fiscal Year 2016 through Fiscal Year 2020, expenses exceeded revenue (deficit), before taking into account the transfers from the General Fund.

Table 2-1: Historical Revenue for the Water and Wastewater Fund

Category	Historical				
	2015-2016	2016-17	2017-18	2018-19	2019-20
Utility Revenue (to include Sales)	$438,389	$456,564	$588,268	$702,040	$869,137
Interest Revenue	$382	$0	$1,464	$335	$0
Other Revenue	$31,221	$68,658	$79,565	$18,379	$191
Transfers-In Revenue	$400	$98,426	$57	$375,000	$0
TOTAL REVENUE	**$470,393**	**$623,648**	**$669,354**	**$1,095,755**	**$869,328**

Table 2-2: Current City of Manvel Monthly Water & Wastewater Rates

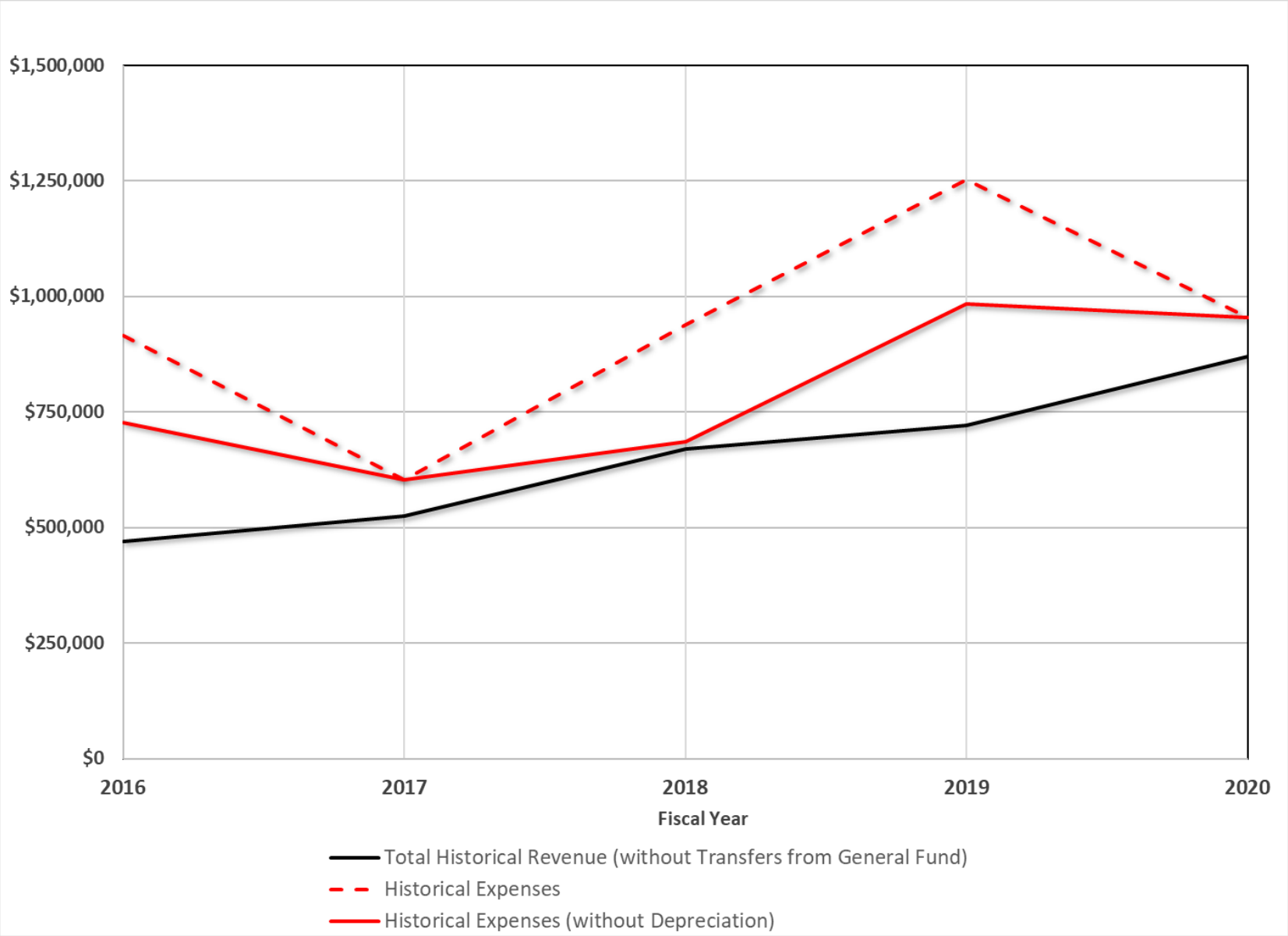
Current Water Rates		
Residential		
Service Charge (includes 2,000 gallons)	$25.00	
Volume Charge (2,001 gallons and above)	$2.00	Per 1,000 gallons
Commercial/Irrigation		
Service Charge (includes 2,000 gallons)	$30.00	
Volume Charge (2,001 gallons and above)	$2.00	Per 1,000 gallons
Current Wastewater Rates		
Residential		
Service Charge (includes 2,000 gallons)	$30.00	
Volume Charge (2,001 – 20,000 gallons*)	$2.00	Per 1,000 gallons
Commercial		
Service Charge (includes 2,000 gallons)	$35.00	
Volume Charge (2,001 – 20,000 gallons*)	$2.00	Per 1,000 gallons

**No charge on Wastewater above 20,000 gallons*

Table 2-3: Historical Expenses for the Water and Wastewater Fund, by Department

Department	Historical				
	2015-2016	2016-17	2017-18	2018-19	2019-20
Administration Expenses	$342,491	$246,462	$274,339	$336,797	$251,307
Water Expenses	$522,443	$331,529	$565,076	$636,195	$284,445
Wastewater Expenses	$50,401	$24,348	$99,681	$278,990	$419,334
Non-Departmental Expenses	$0	$0	$0	$0	$0
Total Operating Expenses	**$915,335**	**$602,338**	**$939,096**	**$1,251,982**	**$995,086**
Total Revenue from Table 2-1	**$470,393**	**$623,648**	**$669,354**	**$1,095,755**	**$869,328**
Deficit (-) or Surplus (+)	**-$444,942**	**$21,310**	**-$269,742**	**-$156,228**	**-$85,757**

Figure 2-1: Historical Water and Wastewater Revenue and Expenses



3.0 WATER AND WASTEWATER FUND RATE ANALYSIS

3.1 PROJECTED REVENUES AT CURRENT RATES

Table 3-1 shows projected revenues at current rates for the water and wastewater fund. Without impact fees, projected total revenue (to include non-sales revenue) for Fiscal Year 2022 is approximately $3.3 million. A large portion of those revenues is derived from a one-time transfer from the General Fund, a practice which is not used in Fiscal Year 2023 through Fiscal Year 2030. With impact fees, projected total revenue (to include non-sales revenue) for Fiscal Year 2022 is approximately $5.0 million. If held to current rates, revenue is anticipated to increase by the same trend in increased connections and water/wastewater use. **Figure 3-1** shows the historical water and wastewater revenues and projected revenues at current rates. This figure does not include any revenues associated with impact fees. Volumetric sales and other operating revenues increase by the growth in number of connections and therefore, the corresponding consumption volume. Base sales revenues increase by the growth factor for number of connections. Other non-operating revenues are held constant at the Fiscal Year 2021 budget amount, with the exception of the one-time transfer from the General Fund in Fiscal Year 2022.

3.2 PROJECTED EXPENSES

Table 3-2 is a summary by major category of the projected expenses for the water and wastewater fund**.** **Appendix Table A-1** details the projected expenses by department and line item, as well as the basis for those projections. Projected expenses for Fiscal Year 2022 are roughly $3.3 million, largely derived from a one-time capital outlay expense. In future years, O&M expenses (not including debt service) are projected to increase at a modest rate, primarily due to inflation and other escalators.

Over the next 10 years, the City is anticipated to undertake approximately $84 million (2021 dollars) in improvements to its water and wastewater system. Approximately $37 million of this capital program will be paid for with rates. This study assumes the capital improvements are programmed in debt issuances every year between Fiscal Year 2022 and Fiscal Year 2027, and a small issuance in Fiscal Year 2030. On average, approximately 70 percent of the funds will be for wastewater projects and 30 percent for water projects. These improvements are necessary to provide for future growth, replace aging infrastructure, maintain reliable service, keep facilities in compliance with new regulations, and improve efficiency. Debt service payments for each year's bond issuance were calculated using an interest rate of 3 percent, 30-year repayment terms, and a yearly inflation rate of 4 percent applied to the present-day capital cost of

CIP projects that will be constructed in future years. A debt service coverage requirement of 1.25 was assumed for both the water fund and the wastewater fund. **Appendix Table A-2** identifies the timing of future debt service issuances paid for with rates (in 2021 dollars), and **Appendix Table A-3** calculates the annual payments for the rate portion of those future debt service issuances. Figure 3-2 shows the historical and projected expenses for the water and wastewater fund, taking into account the rate portion only of debt service payments. **Table 3-1** depicts the total projected revenue, with and without impact fees. **Table 3-2** depicts the total projected expenses, with only the rate portion of debt service payments. At current rates, without impact fee revenues and only taking into account the rate portion of debt service payments, expenses exceed revenues in Fiscal Year 2023 by roughly $200,000, increasing to roughly $2.3 million by Fiscal Year 2030. **Figure 3-3** compares projected expenses and revenues (at current rates).

Table 3-1: Projected Revenue at Current Rates for the Water and Wastewater Fund

Category	Budget	Projected								
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Utility Revenue (to include Sales)	*$780,000*	$1,819,291	$2,030,102	$2,339,309	$2,648,781	$3,044,306	$3,268,879	$3,426,820	$3,583,107	$3,741,825
Other Revenue	*$5,000*	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
Transfers-In Revenue	*$319,580*	$1,465,892	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL REVENUE (without impact fee)	***$1,104,580***	**$3,290,183**	**$2,035,102**	**$2,344,309**	**$2,653,781**	**$3,049,306**	**$3,273,879**	**$3,431,820**	**$3,588,107**	**$3,746,825**
Impact Fee Revenue (50%)		$1,665,913	$2,732,097	$4,007,710	$4,007,710	$4,864,465	$4,864,465	$2,484,590	$2,475,070	$2,484,590
TOTAL REVENUE (with impact fee at 50%)	***$1,104,580***	**$4,956,096**	**$4,767,198**	**$6,352,018**	**$6,661,490**	**$7,913,770**	**$8,138,344**	**$5,916,410**	**$6,063,177**	**$6,231,415**

Figure 3-1: Historical and Projected Water and Wastewater Revenue (not including impact fees)

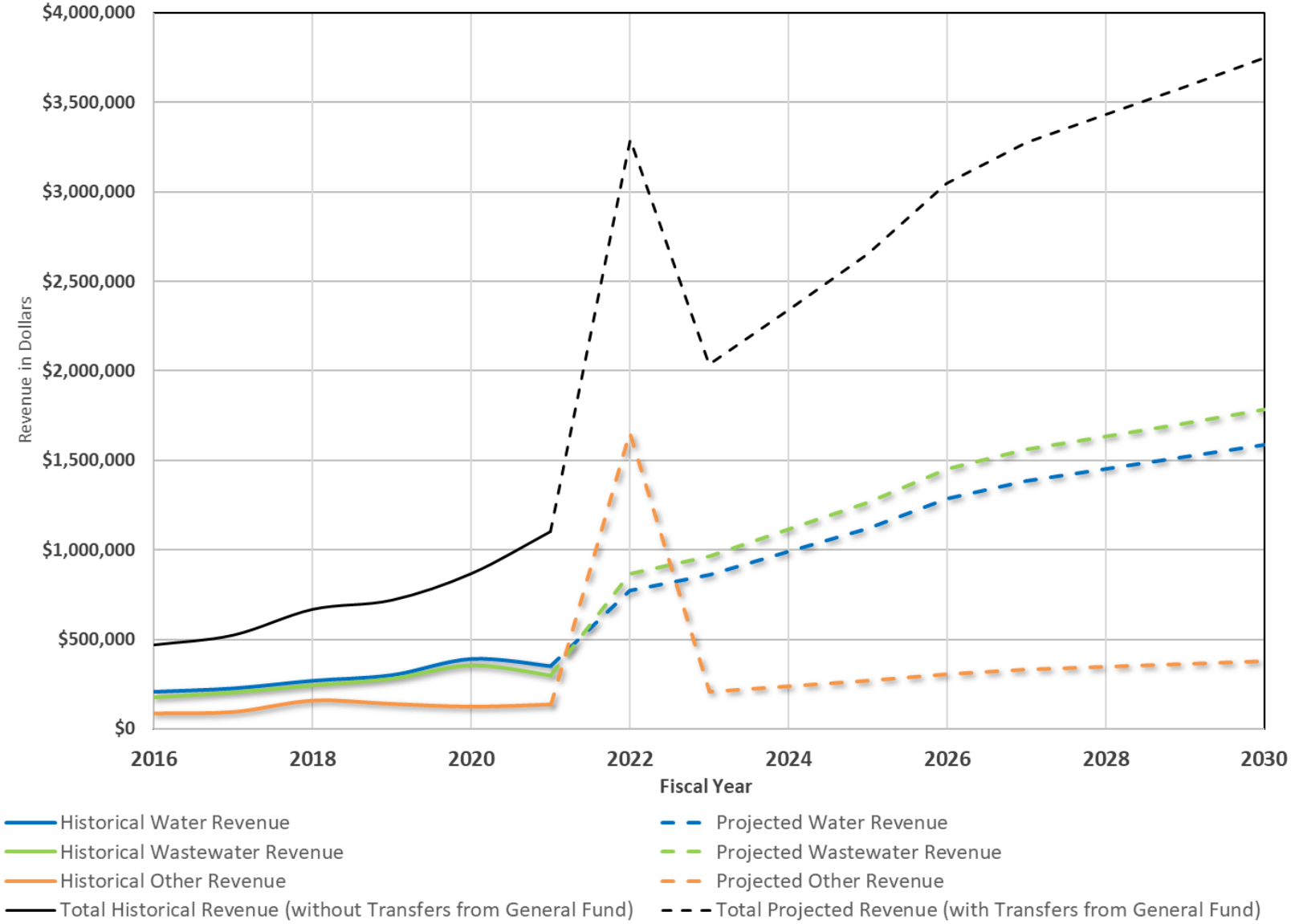


Table 3-2: Projected Expenses for the Water and Wastewater Fund, by Department

Department	Budget	Projected								
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Water Utility										
Administrative	*$233,790*	$240,804	$248,030	$255,471	$362,137	$370,031	$427,663	$436,038	$444,666	$453,551
Operational	*$365,000*	$575,619	$425,589	$461,925	$503,137	$549,993	$603,390	$664,376	$734,170	$814,203
Non-Departmental	*$0*	$0	$0	$0	$0	$0	$0	$0	$0	$0
Planned Debt Service – Rate Portion	*$0*	$0	$263,008	$580,978	$739,280	$855,331	$855,331	$859,663	$980,915	$1,613,306
TOTAL WATER	***$598,790***	**$816,423**	**$936,627**	**$1,298,374**	**$1,604,554**	**$1,775,355**	**$1,886,384**	**$1,960,077**	**$2,159,751**	**$2,881,060**
Wastewater Utility										
Administrative	*$233,790*	$240,804	$248,030	$255,471	$362,137	$370,031	$427,663	$436,038	$444,666	$453,551
Operational	*$272,000*	$2,227,956	$320,945	$350,430	$814,503	$902,897	$946,502	$776,091	$805,471	$834,046
Non-Departmental	*$0*	$0	$0	$0	$0	$0	$0	$0	$0	$0
Planned Debt Service – Rate Portion	*$0*	$0	$740,678	$871,360	$1,050,860	$1,173,840	$1,874,348	$1,874,348	$1,874,348	$1,886,994
TOTAL WASTEWATER	***$505,790***	**$2,468,760**	**$1,309,653**	**$1,477,261**	**$2,227,499**	**$2,446,768**	**$3,248,513**	**$3,086,477**	**$3,124,484**	**$3,174,590**
Total Operating Expenses	***$1,104,580***	**$3,285,183**	**$2,246,279**	**$2,775,635**	**$3,832,053**	**$4,222,123**	**$5,134,897**	**$5,046,554**	**$5,284,235**	**$6,055,650**

Figure 3-2: Historical and Projected Water and Wastewater Expenses

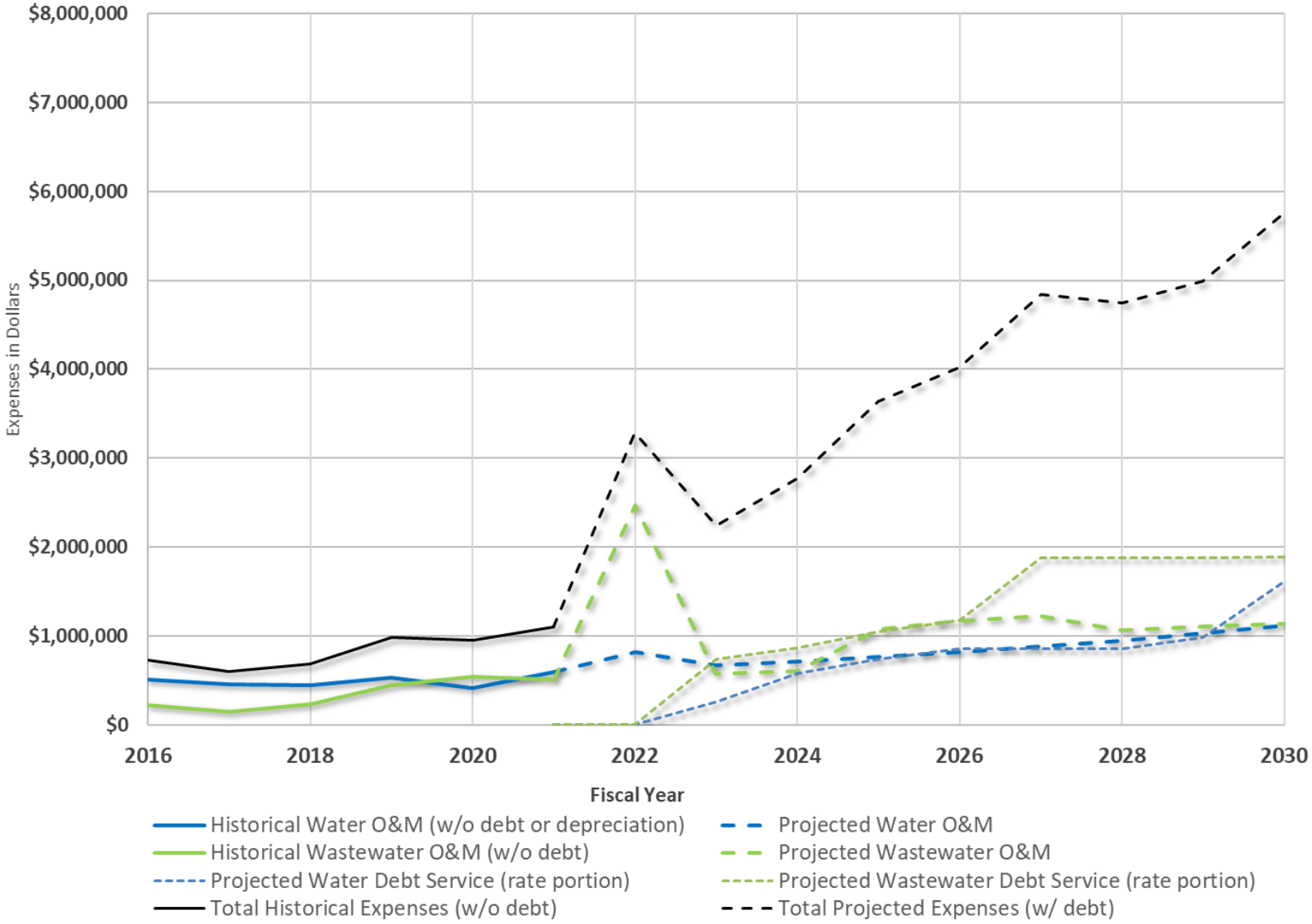
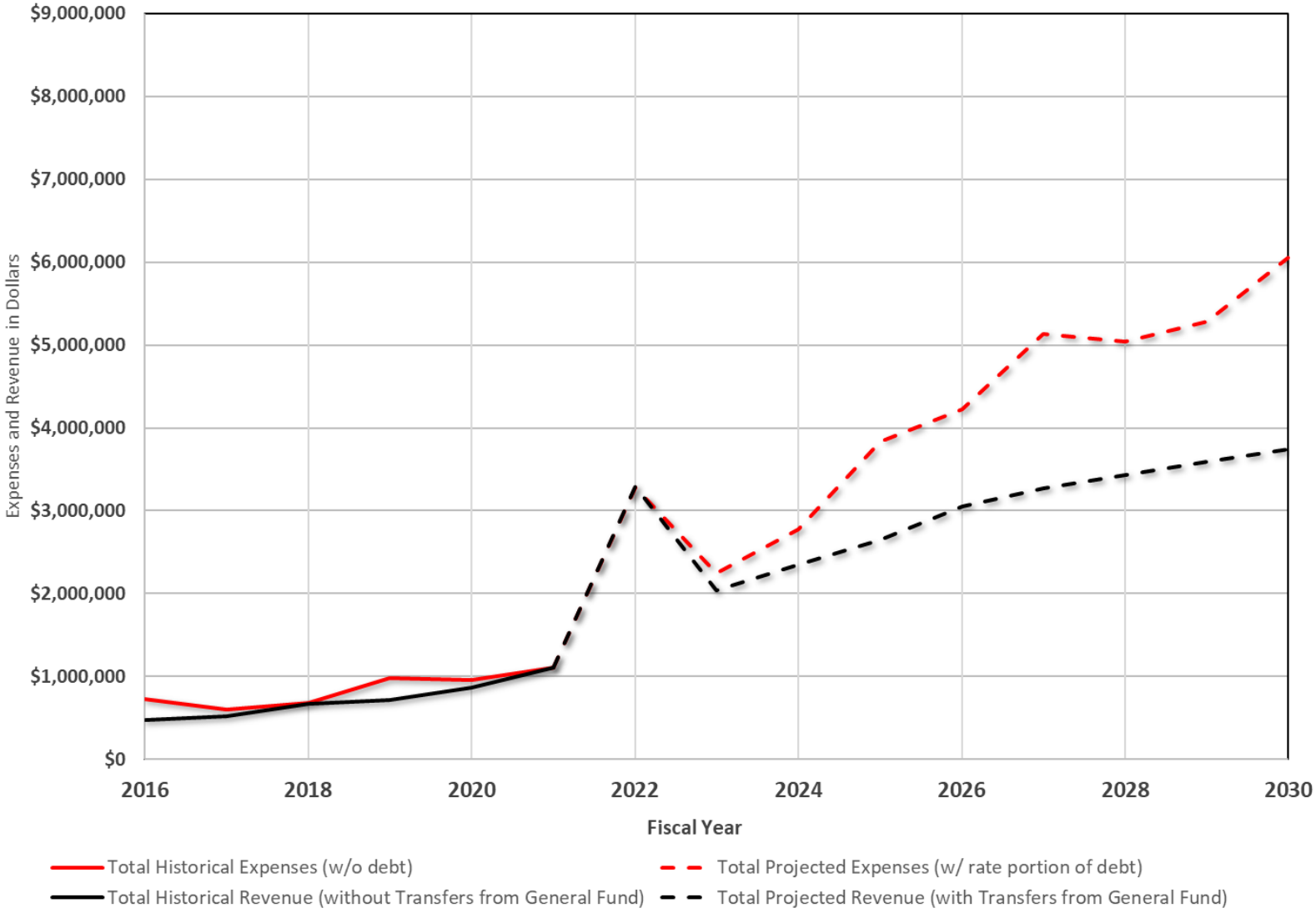


Figure 3-3: Historical and Projected Water and Wastewater Expenses (with rate portion of future Debt Service) and Revenue (at current rates)



4.0 RATE DESIGN

The schedule of proposed water rates has been designed toward implementing rate adjustments that meet the City's goals and objectives. Generally, the proposed rates have been designed to limit increases in the current service availability charge levels and to increase the volume charges for water consumption where necessary.

The schedule of proposed rates is designed following the same general form of rate structure as the existing water rates, which consist of a schedule of service availability charges and volume charges. The proposed service availability charge is designed to recover a portion of customer billing and collection costs, customer meter and service-related costs, and provision for a readiness-to-serve component. The schedule of volume charges have been designed to recover a portion of those costs related to supplying customers with water to meet their average and peak rates of use.

5.0 SUMMARY OF RATE RECOMMENDATIONS

The recommendations for water and wastewater rates and projected rate increases are summarized below in **Table 5-1.** Pro forma statements for the combined utility, wastewater fund, and water fund are found in **Appendix Table A-4** through **Table A-6,** respectively.

Table 5-1: Rate Adjustment Summary

Year	Combined Base	Combined Volumetric	Combined Overall
2022	0.0%	0.0%	0.0%
2023	13.4%	30.0%	17.3%
2024	14.9%	28.5%	18.1%
2025	6.3%	13.5%	8.0%
2026	2.7%	5.0%	3.2%
2027	8.1%	12.5%	9.1%
2028	4.6%	10.0%	5.9%
2029	4.6%	10.0%	5.9%
2030	9.2%	25.0%	12.9%

Table 5-1 through **Table 5-4** identify the specific rates recommended as a result of the rate study, by customer class. These rate adjustments are projected to provide sufficient revenue through Fiscal Year 2030 while maintaining a 1.25 debt service coverage ratio for both the water fund and the wastewater fund, and maintaining stable operating cash balances. Projected rate increases should be examined annually in light of future growth, revenues and system expenses.

Other Recommendations

1. The City of Manvel staff should prepare the documents necessary to obtain approval of the proposed financial plan and water and wastewater rates.
2. The City should continue to closely monitor its non-revenue water through audits, identification of leaks, and other appropriate measures.
3. The City should establish an Outside City Limits rate of 1.5 times the Inside City Limits rate.
4. The City should establish a policy on requirements to connect after service becomes available for existing development.
5. The City should update this rate study on an on-going basis. It should be done sooner if there are significant changes in the assumptions presented in this study, such as timing of the CIP projects.

Table 5-2: Residential Rate Adjustments Needed

Inside City Limits		Projected									
		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)				13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)				30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%
Residential											
Water Monthly Fees		**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Base or Volumetric	**Unit**	**Fee**									
Base	First 2,000 gallons	$25.00	$25.00	$28.36	$32.59	$34.65	$35.58	$38.46	$40.24	$42.09	$45.98
Volumetric	per thousand gallons	$2.00	$2.00	$2.60	$3.34	$3.79	$3.98	$4.48	$4.93	$5.42	$6.78
Wastewater Monthly Fees		**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Base or Volumetric	**Unit**	**Fee**									
Base	First 2,000 gallons	$30.00	$30.00	$34.03	$39.11	$41.58	$42.70	$46.15	$48.28	$50.51	$55.18
Volumetric	per thousand gallons	$2.00	$2.00	$2.60	$3.34	$3.79	$3.98	$4.48	$4.93	$5.42	$6.78

Outside City Limits		Projected									
		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)				13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)				30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%
Residential											
Water Monthly Fees		**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Base or Volumetric	**Unit**	**Fee**									
Base	First 2,000 gallons	$37.50	$37.50	$42.54	$48.89	$51.98	$53.38	$57.69	$60.35	$63.14	$68.98
Volumetric	per thousand gallons	$3.00	$3.00	$3.90	$5.01	$5.69	$5.97	$6.72	$7.39	$8.13	$10.16
Wastewater Monthly Fees		**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Base or Volumetric	**Unit**	**Fee**									
Base	First 2,000 gallons	$45.00	$45.00	$51.05	$58.67	$62.37	$64.05	$69.23	$72.42	$75.77	$82.77
Volumetric	per thousand gallons	$3.00	$3.00	$3.90	$5.01	$5.69	$5.97	$6.72	$7.39	$8.13	$10.16

Table 5-3: Commercial Rate Adjustments Needed

Inside City Limits		Projected									
		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)				13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)				30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%
Commercial											
Water Monthly Fees		**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Base or Volumetric	**Unit**	**Fee**									
Base	First 2,000 gallons	$30.00	$30.00	$34.03	$39.11	$41.58	$42.70	$46.15	$48.28	$50.51	$55.18
Volumetric	per thousand gallons	$2.00	$2.00	$2.60	$3.34	$3.79	$3.98	$4.48	$4.93	$5.42	$6.78
Wastewater Monthly Fees		**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Base or Volumetric	**Unit**	**Fee**									
Base	First 2,000 gallons	$35.00	$35.00	$39.71	$45.63	$48.51	$49.82	$53.84	$56.33	$58.93	$64.38
Volumetric	per thousand gallons	$2.00	$2.00	$2.60	$3.34	$3.79	$3.98	$4.48	$4.93	$5.42	$6.78

Outside City Limits		Projected									
		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)				13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)				30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%
Commercial											
Water Monthly Fees		**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Base or Volumetric	**Unit**	**Fee**									
Base	First 2,000 gallons	$45.00	$45.00	$51.05	$58.67	$62.37	$64.05	$69.23	$72.42	$75.77	$82.77
Volumetric	per thousand gallons	$3.00	$3.00	$3.90	$5.01	$5.69	$5.97	$6.72	$7.39	$8.13	$10.16
Wastewater Monthly Fees		**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Base or Volumetric	**Unit**	**Fee**									
Base	First 2,000 gallons	$52.50	$52.50	$59.56	$68.45	$72.77	$74.73	$80.77	$84.49	$88.40	$96.57
Volumetric	per thousand gallons	$3.00	$3.00	$3.90	$5.01	$5.69	$5.97	$6.72	$7.39	$8.13	$10.16

Table 5-4: Irrigation Rate Adjustments Needed

Inside City Limits	Projected									
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)			13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)			30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%

Irrigation											
Water Monthly Fees		**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Base or Volumetric	**Unit**	**Fee**									
Base	First 2,000 gallons	$30.00	$30.00	$34.03	$39.11	$41.58	$42.70	$46.15	$48.28	$50.51	$55.18
Volumetric	per thousand gallons	$2.00	$2.00	$2.60	$3.34	$3.79	$3.98	$4.48	$4.93	$5.42	$6.78

Outside City Limits	Projected									
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)			13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)			30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%

Irrigation											
Water Monthly Fees		**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Base or Volumetric	**Unit**	**Fee**									
Base	First 2,000 gallons	$45.00	$45.00	$51.05	$58.67	$62.37	$64.05	$69.23	$72.42	$75.77	$82.77
Volumetric	per thousand gallons	$3.00	$3.00	$3.90	$5.01	$5.69	$5.97	$6.72	$7.39	$8.13	$10.16

6.0 COMPARISON TO NEARBY CITIES

Table 6-1 shows the monthly cost for residential water and wastewater service for use of 5,000 gallons for Manvel and other nearby cities, while **Table 6-2** shows the same for 10,000 gallons. The costs for water and wastewater services are based on information found on the cities' websites as of November 2021.

Figure 6-1 shows the comparison of costs for 5,000 gallons of water and wastewater service for a typical residential customer inside city limits, while **Figure 6-2** shows the same for 10,000 gallons. At its current rates, Manvel has the fifth lowest total water and wastewater cost out of eight area cities surveyed for the cost of 5,000 gallons, and has the second lowest for 10,000 gallons.

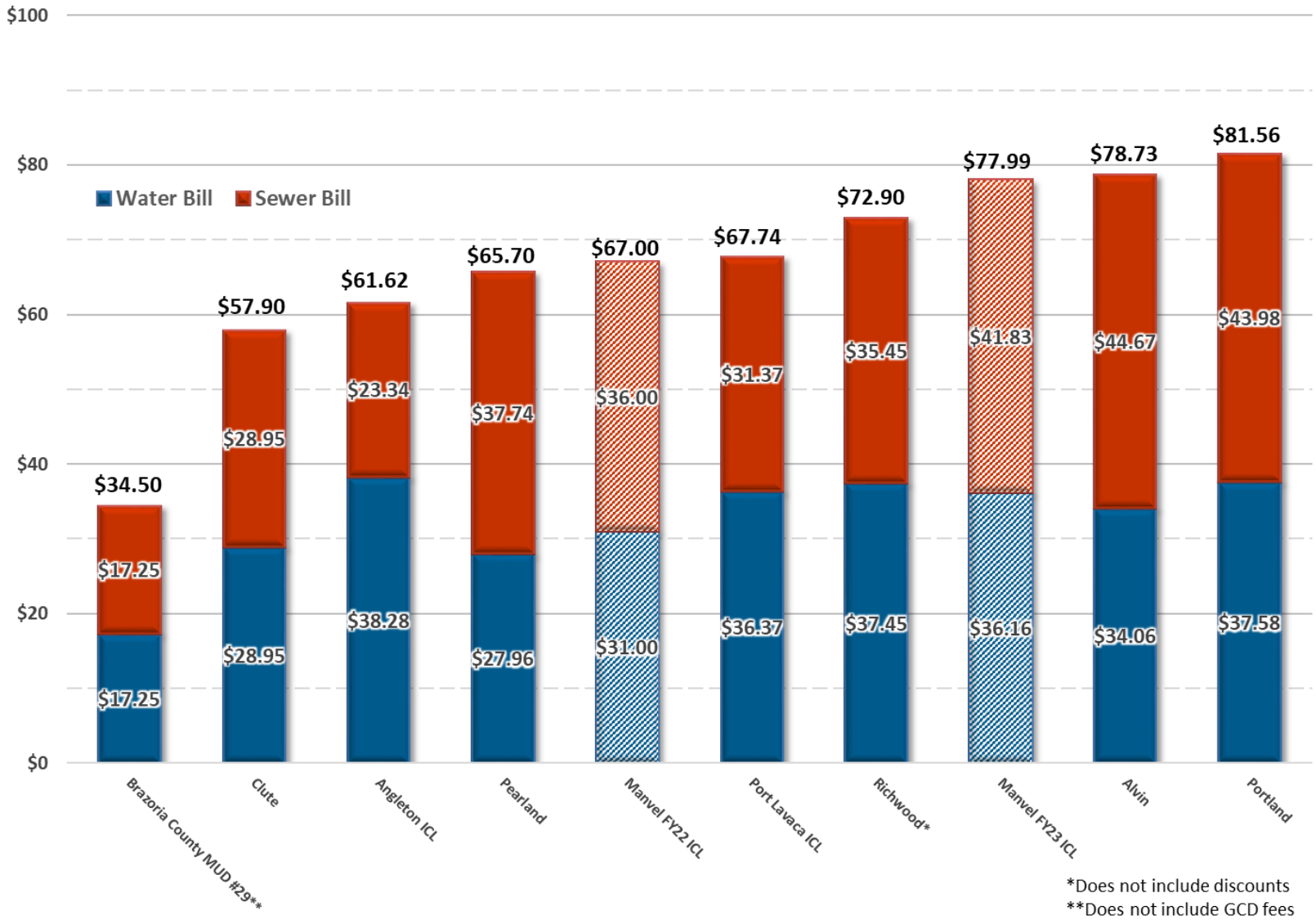
Table 6-1: Residential Water and Wastewater Rate Comparison to Nearby Cities

City	5,000 Gallons/month		
	Water	Wastewater	Total
Brazoria County MUD #29	$17.25	$17.25	$34.50
Clute	$28.95	$28.95	$57.60
Angleton ICL	$38.28	$23.34	$61.62
Pearland	$27.96	$37.74	$65.70
Manvel FY21	$31.00	$36.00	$67.00
Port Lavaca ICL	$36.37	$31.37	$67.74
Richwood	$37.45	$35.45	$72.90
Alvin	$34.06	$44.67	$78.73
Portland	$37.58	$43.98	$81.56

Table 6-2: Residential Water and Wastewater Rate Comparison to Nearby Cities

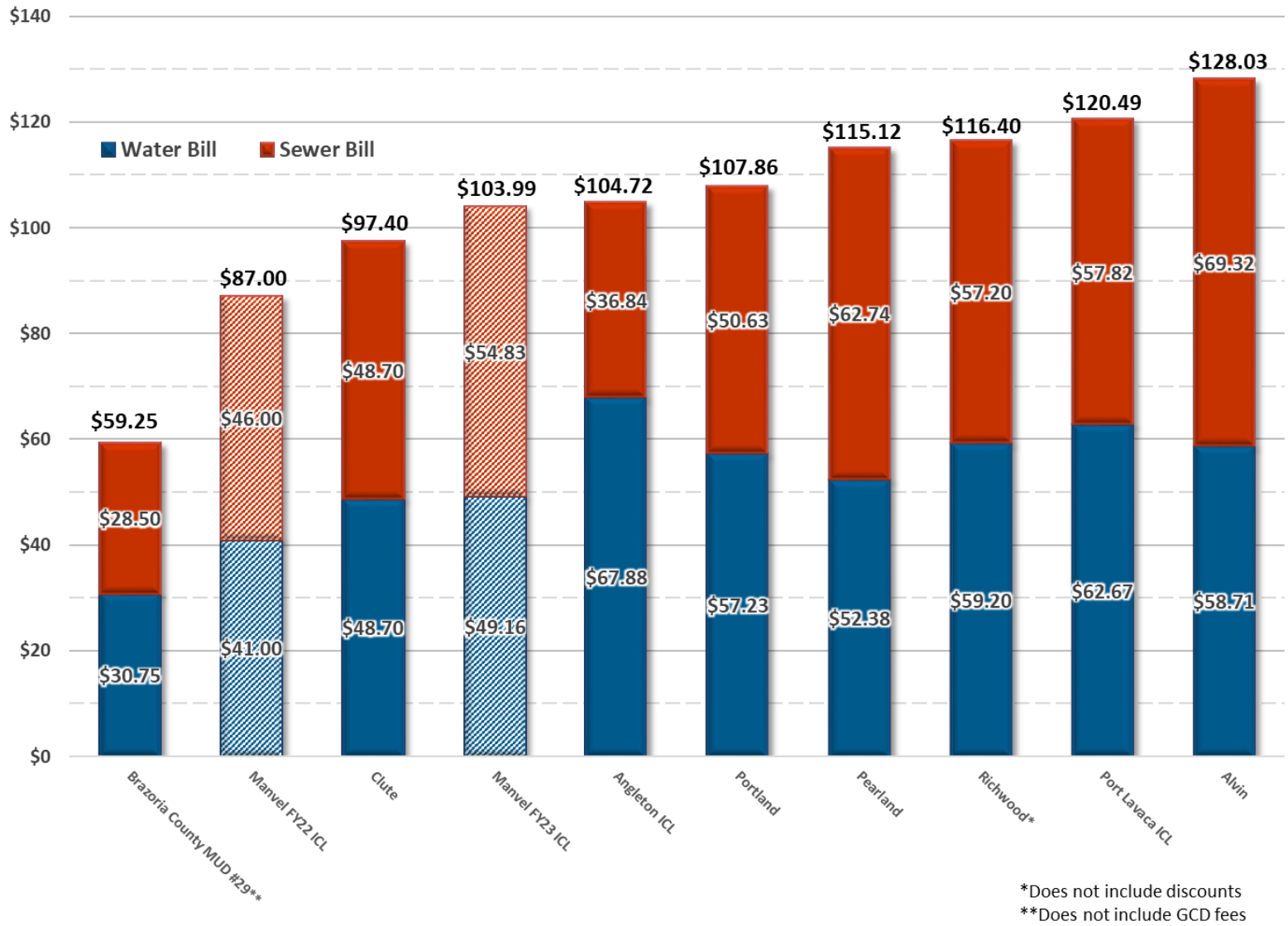
City	10,000 Gallons/month		
	Water	Wastewater	Total
Brazoria County MUD #29	$30.75	$28.50	$59.25
Manvel FY 2021	$41.00	$46.00	$87.00
Clute	$48.70	$48.70	$97.40
Angleton ICL	$67.88	$36.84	$104.72
Portland	$57.23	$50.63	$107.86
Pearland	$52.38	$62.74	$115.12
Richwood	$59.20	$57.20	$116.40
Port Lavaca ICL	$62.67	$57.82	$120.49
Alvin	$58.71	$69.32	$128.03

Figure 6-1: Residential Water and Wastewater Rate Comparison with Other Cities, Monthly Bill (5,000 gallons)



*Does not include discounts
**Does not include GCD fees

Figure 6-2: Residential Water and Wastewater Rate Comparison with Other Cities, Monthly Bill (10,000 gallons)



*Does not include discounts
**Does not include GCD fees

APPENDIX A

Expenses for Water and Wastewater Fund

Table A-1: Historical Expenses, by Line Item

	Historical Expenses by Fiscal Year				
	2015-16	2016-17	2017-18	2018-19	2019-20
Administration					
40-10-5000 Salaries	$72,600	$117,869	$142,989	$159,345	$112,495
40-10-5002 Overtime	$8,763	$10,361	$11,340	$10,975	$949
40-10-5003 Holiday Pay	$3,436	$0	$0	$0	$0
40-10-5004 Taxes, Social Security	$6,392	$0	$0	$0	$0
40-10-5005 Retirement	$4,912	$0	$0	$0	$0
40-10-5006 Longevity	$353	$600	$720	$840	$840
40-10-5007 Part Time Wages	$0	$0	$0	$158	$0
40-10-5010 Taxes, Social Security	$0	$9,098	$10,996	$10,617	$8,290
40-10-5012 TWC	$0	$875	$0	$0	$0
40-10-5030 Health & Life Insurance	$9,608	$19,658	$30,485	$29,506	$16,398
40-10-5031 Vision	$0	$0	$351	$349	$192
40-10-5032 Life & LTD	$0	$0	$655	$713	$402
40-10-5033 Dental	$0	$0	$1,468	$1,586	$818
40-10-5034 Retirement	$0	$14,904	$19,509	$20,834	$12,760
40-10-5035 Cell Phone Allowance	$0	$519	$173	$1,004	$595
40-10-5038 Flex	$0	$0	$92	$152	$57
40-10-5039 Flex Card - Health Ins	$0	$0	$1,167	$1,277	$471
40-10-5040 Workers Compensation	$2,972	-$805	$11,196	$0	$4,502
40-10-5041 Pension Expense	$0	$0	-$8,962	-$4,428	$0
40-10-5201 Contract Services	$3,725	$0	$0	$0	$0
40-10-5202 Mowing & Weed Control	$1,298	$688	$355	$2,301	$0
40-10-5220 Janitorial Supplies & Cleaning	$0	$432	$0	$0	$0
40-10-5222 Postage	$2,363	$2,200	$1,813	$2,567	$2,000
40-10-5225 Fuel	$0	$0	$0	$47	$0
40-10-5230 Office Expense	$880	$1,437	$667	$0	$687

Historical Expenses by Fiscal Year					
	2015-16	2016-17	2017-18	2018-19	2019-20
40-10-5240 Minor Tools & Equipment	$0	$2,282	$0	$12,110	$9,537
40-10-5300 Equipment Rental	$0	$4,577	$3,983	$6,732	$1,123
40-10-5320 Bank/Convenience Charges	$0	$0	$0	$0	$0
40-10-5370 Radio Repairs	$0	$0	$0	$0	$0
40-10-5380 Building Repair & Maintenance	$0	$0	$0	$0	$0
40-10-5418 Employment Testing	$0	$0	$0	$0	$0
40-10-5432 Rental Equipment	$6,265	$0	$0	$0	$0
40-10-5440 Computer Maintenance/Support	$0	$0	$0	$0	$1,442
40-10-5441 Computer Software	$4,160	$7,927	$0	$0	$0
40-10-5445 Telephone	$2,029	$1,179	$0	$303	$0
40-10-5446 Uniforms	$0	$0	$90	$0	$556
40-10-5458 Maintenance Agreements	$0	$0	$0	$0	$0
40-10-5550 Radio Usage	$810	$1,476	$1,476	$1,968	$1,476
40-10-5615 Credit Card Processing Fees	$4,181	$5,937	$8,958	$10,532	$12,294
40-10-5622 Dues & Subscriptions	$0	$0	$0	$0	$0
40-10-5630 Insurance and Bonds	$114	$14,454	$0	$0	$0
40-10-5636 Equipment Repairs/Maintenance	$0	$0	$0	$0	$0
40-10-5638 Vehicle Repairs/Maintenance	$0	$0	$0	$2,204	$0
40-10-5645 Training & Travel	$1,129	$1,807	$307	$2,465	$175
40-10-5650 Mileage	$0	$0	$0	$0	$0
40-10-5655 Other Expenses	$0	$0	$7,772	$0	$0
40-10-5700 Vehicle/Equip Replacement Fees	$4,125	$10,438	$24,149	$62,641	$58,000
40-10-5701 Legal Fees	$0	$0	$0	$0	$0
40-10-5742 Subsidence Fees	$627	$2,155	$0	$0	$0
40-10-5800 Eng/Consulting/Planning Fees	$10,300	$16,394	$2,590	$0	$5,250
40-10-8641 Transfer from	$191,450	$0	$0	$0	$0
40-10-8700 Salary Adjustments	$0	$0	$0	$0	$0

Historical Expenses by Fiscal Year					
	2015-16	2016-17	2017-18	2018-19	2019-20
40-10-8701 Compensation Study Adjustment	$0	$0	$0	$0	$0
Administration Subtotal	**$342,491**	**$246,462**	**$274,339**	**$336,797**	**$251,307**
Water					
40-54-5204 Chemicals	$6,202	$11,530	$9,204	$16,300	$13,514
40-54-5210 Supplies	$0	$0	$0	$0	$0
40-54-5212 Safety Equipment/Supplies	$0	$0	$0	$0	$0
40-54-5222 Postage	$0	$0	$0	$0	$0
40-54-5225 Fuel	$0	$0	$61	$422	$126
40-54-5240 Minor Tools & Equipment	$4,288	$4,828	$2,116	$2,110	$6,701
40-54-5245 Fire Hydrants	$0	$0	$0	$0	$0
40-54-5310 Meter Replacement Program	$11,240	$19,671	$44,567	$114,811	$92,983
40-54-5312 Other Reimbursements	$0	$0	$600	$0	$0
40-54-5325 Utility Billing Charges	$0	$0	$249	$0	$0
40-54-5420 Electricity	$48,961	$66,228	$55,629	$29,055	$26,195
40-54-5421 Electrical Service	$0	$0	$0	$0	$0
40-54-5435 Safety & Water Testing	$0	$0	$0	$0	$0
40-54-5440 Computer Maintenance/Support	$0	$0	$4,484	$5,124	$6,529
40-54-5441 Computer Software	$1,360	$367	$824	$0	$0
40-54-5445 Telephone	$0	$0	$1,351	$1,224	$2,556
40-54-5446 Uniforms	$0	$0	$0	$1,074	$543
40-54-5498 Tap Connecttion Expense	$0	$0	$0	$1,650	$0
40-54-5499 Laboratory Expenses	$9,691	$12,821	$17,744	$11,322	$8,894
40-54-5622 Dues & Subscriptions	$0	$0	$0	$0	$0
40-54-5630 Insurance and Bonds	$0	$0	$0	$0	$0
40-54-5636 Equipment Repairs/Maintenance	$184,955	$191,581	$156,203	$161,162	$105,671
40-54-5638 Vehicle Repairs/Maintenance	$1,688	$6,659	$4,671	$3,506	$3,848
40-54-5645 Training & Travel	$660	$416	$2,394	$245	$115

Historical Expenses by Fiscal Year					
	2015-16	2016-17	2017-18	2018-19	2019-20
40-54-5655 Other Expenses	$8,055	$0	$0	$0	$0
40-54-5700 Vehicle/Equip Replacement Fees	$4,125	$4,014	$5,955	$11,638	$9,000
40-54-5729 Permits & Assessments	$2,464	$3,562	$3,717	$3,707	$3,871
40-54-5730 Legal Notices	$0	$0	$0	$0	$0
40-54-5742 Subsidence Fees	$1,378	$357	$2,167	$4,387	$3,900
40-54-5746 Water Sample Inspection	$0	$0	$0	$0	$0
40-54-5800 Eng/Consulting/Planning Fees	$13,585	$9,495	$0	$0	$0
40-54-6010 Capital Outlay - Technology	$0	$0	$0	$0	$0
40-54-6020 Capital Outlay - Equipment	$21,092	$0	$0	$0	$0
40-54-6030 Capital Outlay - Vehicle	$0	$0	$0	$0	$0
40-54-6040 Capital Outlay - Furniture & Fixtures	$0	$0	$0	$0	$0
40-54-6070 Capital Outlay - Improvements	$0	$0	$0	$0	$0
40-54-6203 Capital Outlay - Capitalize Taps	$14,000	$0	$0	$0	$0
40-54-7025 WWTP to - Blowers/auto Dialer	$0	$0	$0	$0	$0
40-54-8410 Depreciation Expense	$188,699	$0	$253,138	$268,458	$0
40-54-8700 Salary Adjustments	$0	$0	$0	$0	$0
Water Subtotal	**$522,443**	**$331,529**	**$565,076**	**$636,195**	**$284,445**
Wastewater					
40-56-5203 Sludge Hauling	$0	$0	$0	$0	$0
40-56-5204 Chemicals	$0	$0	$7,187	$8,936	$9,717
40-56-5210 Supplies	$0	$0	$0	$0	$0
40-56-5212 Safety Equipment/Supplies	$0	$0	$0	$0	$0
40-56-5225 Fuel	$0	$0	$3,744	$39	$0
40-56-5240 Minor Tools & Equipment	$0	$0	$896	$5,954	$9,882
40-56-5312 Other Reimbursements	$0	$0	$2,662	$0	$0
40-56-5325 Utility Billing Charges	$0	$0	$0	$0	$0
40-56-5419 Sludge Hauling	$14,200	$24,348	$33,238	$44,090	$46,036

Historical Expenses by Fiscal Year					
	2015-16	2016-17	2017-18	2018-19	2019-20
40-56-5420 Electricity	$0	$0	$2,859	$40,809	$34,421
40-56-5421 Electrical Service	$0	$0	$0	$0	$0
40-56-5432 Rental Equipment	$0	$0	$10,075	$17,275	$17,802
40-56-5445 Telephone	$0	$0	$229	$538	$1,384
40-56-5446 Uniforms	$0	$0	$0	$855	$1
40-56-5480 Contract Labor	$0	$0	$18,000	$0	$0
40-56-5499 Laboratory Expenses	$0	$0	$540	$10,985	$15,145
40-56-5500 Operator Fees	$28,650	$0	$0	$0	$0
40-56-5630 Insurance and Bonds	$0	$0	$16,045	$0	$0
40-56-5636 Equipment Repairs/Maintenance	-$1,600	$0	$2,559	$126,330	$114,846
40-56-5637 Sewer Line Maintenance & Repairs	$0	$0	$0	$0	$0
40-56-5645 Training & Travel	$0	$0	$1,646	$3,284	$100
40-56-6010 Capital Outlay - Technology	$0	$0	$0	$0	$0
40-56-6020 Capital Outlay - Equipment	$9,150	$0	$0	$19,893	$170,000
40-56-6030 Capital Outlay - Vehicle	$0	$0	$0	$0	$0
40-56-6040 Capital Outlay - Furniture & Fixtures	$0	$0	$0	$0	$0
40-56-6070 Capital Outlay - Improvements	$0	$0	$0	$0	$0
40-56-6080 Capital Outlay - Building	$0	$0	$0	$0	$0
40-56-5203 Sludge Hauling	$0	$0	$0	$0	$0
40-56-5204 Chemicals	$0	$0	$7,187	$8,936	$9,717
40-56-5210 Supplies	$0	$0	$0	$0	$0
40-56-5212 Safety Equipment/Supplies	$0	$0	$0	$0	$0
40-56-5225 Fuel	$0	$0	$3,744	$39	$0
40-56-5240 Minor Tools & Equipment	$0	$0	$896	$5,954	$9,882
40-56-5312 Other Reimbursements	$0	$0	$2,662	$0	$0
40-56-5325 Utility Billing Charges	$0	$0	$0	$0	$0
40-56-5419 Sludge Hauling	$14,200	$24,348	$33,238	$44,090	$46,036

Historical Expenses by Fiscal Year					
	2015-16	2016-17	2017-18	2018-19	2019-20
40-56-5420 Electricity	$0	$0	$2,859	$40,809	$34,421
40-56-5421 Electrical Service	$0	$0	$0	$0	$0
40-56-5432 Rental Equipment	$0	$0	$10,075	$17,275	$17,802
40-56-5445 Telephone	$0	$0	$229	$538	$1,384
40-56-5446 Uniforms	$0	$0	$0	$855	$1
40-56-5480 Contract Labor	$0	$0	$18,000	$0	$0
40-56-5499 Laboratory Expenses	$0	$0	$540	$10,985	$15,145
40-56-5500 Operator Fees	$28,650	$0	$0	$0	$0
40-56-5630 Insurance and Bonds	$0	$0	$16,045	$0	$0
40-56-5636 Equipment Repairs/Maintenance	-$1,600	$0	$2,559	$126,330	$114,846
40-56-5637 Sewer Line Maintenance & Repairs	$0	$0	$0	$0	$0
40-56-5645 Training & Travel	$0	$0	$1,646	$3,284	$100
40-56-6010 Capital Outlay - Technology	$0	$0	$0	$0	$0
40-56-6020 Capital Outlay - Equipment	$9,150	$0	$0	$19,893	$170,000
40-56-6030 Capital Outlay - Vehicle	$0	$0	$0	$0	$0
40-56-6040 Capital Outlay - Furniture & Fixtures	$0	$0	$0	$0	$0
40-56-6070 Capital Outlay - Improvements	$0	$0	$0	$0	$0
40-56-6080 Capital Outlay - Building	$0	$0	$0	$0	$0
Wastewater Subtotal	**$50,401**	**$24,348**	**$99,681**	**$278,990**	**$419,334**
Non-Departmental					
40-95-8510 Transfer to General Fund	$0	$0	$0	$0	$0
40-95-8590 Transfer Out - Debt Service Fund	$0	$0	$0	$0	$0
40-95-8591 Transfer Out - Veh/Equip Replace Fund	$0	$0	$0	$0	$0
Non-Departmental Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL OPERATING EXPENSES (w/ Depreciation)	**$915,335**	**$602,338**	**$939,096**	**$1,251,982**	**$955,086**
TOTAL OPERATING EXPENSES (w/o Depreciation)	**$726,636**	**$602,338**	**$685,958**	**$983,524**	**$955,086**

Table A-2: Projected Expenses, by Line Item

	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Administration										
40-10-5000 Salaries (Existing Plant)	$256,941	$264,649	$272,588	$280,766	$289,189	$297,865	$306,801	$316,005	$325,485	$335,250
Salaries and Benefits (MBR Plant)					$198,000	$198,000	$297,000	$297,000	$297,000	$297,000
40-10-5002 Overtime	$4,000	$4,120	$4,244	$4,371	$4,502	$4,637	$4,776	$4,919	$5,067	$5,219
40-10-5003 Holiday Pay	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5004 Taxes, Social Security	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5005 Retirement	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5006 Longevity	$120	$124	$128	$132	$136	$140	$144	$148	$152	$157
40-10-5007 Part Time Wages	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5010 Taxes, Social Security	$20,017	$20,618	$21,237	$21,874	$22,530	$23,206	$23,902	$24,619	$25,358	$26,119
40-10-5012 TWC	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5030 Health & Life Insurance	$46,214	$47,600	$49,028	$50,499	$52,014	$53,574	$55,181	$56,836	$58,541	$60,297
40-10-5031 Vision	$541	$557	$574	$591	$609	$627	$646	$665	$685	$706
40-10-5032 Life & LTD	$1,129	$1,163	$1,198	$1,234	$1,271	$1,309	$1,348	$1,388	$1,430	$1,473
40-10-5033 Dental	$2,260	$2,328	$2,398	$2,470	$2,544	$2,620	$2,699	$2,780	$2,863	$2,949
40-10-5034 Retirement	$26,873	$27,679	$28,509	$29,364	$30,245	$31,152	$32,087	$33,050	$34,042	$35,063
40-10-5035 Cell Phone Allowance	$600	$618	$637	$656	$676	$696	$717	$739	$761	$784
40-10-5038 Flex	$241	$248	$255	$263	$271	$279	$287	$296	$305	$314
40-10-5039 Flex Card - Health Ins	$2,000	$2,060	$2,122	$2,186	$2,252	$2,320	$2,390	$2,462	$2,536	$2,612
40-10-5040 Workers Compensation	$5,694	$5,865	$6,041	$6,222	$6,409	$6,601	$6,799	$7,003	$7,213	$7,429
40-10-5041 Pension Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5201 Contract Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5202 Mowing & Weed Control	$1,500	$1,545	$1,591	$1,639	$1,688	$1,739	$1,791	$1,845	$1,900	$1,957
40-10-5220 Janitorial Supplies & Cleaning	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5222 Postage	$2,000	$2,060	$2,122	$2,186	$2,252	$2,320	$2,390	$2,462	$2,536	$2,612
40-10-5225 Fuel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
40-10-5230 Office Expense	$1,000	$1,030	$1,061	$1,093	$1,126	$1,160	$1,195	$1,231	$1,268	$1,306
40-10-5240 Minor Tools & Equipment	$10,000	$10,300	$10,609	$10,927	$11,255	$11,593	$11,941	$12,299	$12,668	$13,048
40-10-5300 Equipment Rental	$5,000	$5,150	$5,305	$5,464	$5,628	$5,797	$5,971	$6,150	$6,335	$6,525
40-10-5320 Bank/Convenience Charges	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5370 Radio Repairs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5380 Building Repair & Maintenance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5418 Employment Testing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5432 Rental Equipment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5440 Computer Maintenance/Support	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5441 Computer Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5445 Telephone	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5446 Uniforms	$450	$464	$478	$492	$507	$522	$538	$554	$571	$588
40-10-5458 Maintenance Agreements	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5550 Radio Usage	$2,000	$2,060	$2,122	$2,186	$2,252	$2,320	$2,390	$2,462	$2,536	$2,612
40-10-5615 Credit Card Processing Fees	$12,000	$12,360	$12,731	$13,113	$13,506	$13,911	$14,328	$14,758	$15,201	$15,657
40-10-5622 Dues & Subscriptions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5630 Insurance and Bonds	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5636 Equipment Repairs/Maintenance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5638 Vehicle Repairs/Maintenance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5645 Training & Travel	$2,000	$2,060	$2,122	$2,186	$2,252	$2,320	$2,390	$2,462	$2,536	$2,612
40-10-5650 Mileage	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5655 Other Expenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5700 Vehicle/Equip Replacement Fees	$60,000	$61,800	$63,654	$65,564	$67,531	$69,557	$71,644	$73,793	$76,007	$78,287
40-10-5701 Legal Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5742 Subsidence Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-10-5800 Eng/Consulting/Planning Fees	$5,000	$5,150	$5,305	$5,464	$5,628	$5,797	$5,971	$6,150	$6,335	$6,525
40-10-8641 Transfer from	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
40-10-8700 Salary Adjustments	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Administration Subtotal	***$467,580***	**$481,608**	**$496,059**	**$510,942**	**$724,273**	**$740,062**	**$855,326**	**$872,076**	**$889,331**	**$907,101**
Water										
40-54-5204 Chemicals	*$18,000*	$21,696	$26,151	$31,521	$37,994	$45,796	$55,200	$66,535	$80,198	$96,667
40-54-5210 Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5212 Safety Equipment/Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5222 Postage	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5225 Fuel	$1,000	$1,030	$1,061	$1,093	$1,126	$1,160	$1,195	$1,231	$1,268	$1,306
40-54-5240 Minor Tools & Equipment	$3,000	$3,090	$3,183	$3,278	$3,376	$3,477	$3,581	$3,688	$3,799	$3,913
40-54-5245 Fire Hydrants	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5310 Meter Replacement Program	$100,000	$115,000	$132,250	$152,088	$174,901	$201,136	$231,306	$266,002	$305,902	$351,787
40-54-5312 Other Reimbursements	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5325 Utility Billing Charges	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5420 Electricity	$25,000	$25,750	$26,523	$27,319	$28,139	$28,983	$29,852	$30,748	$31,670	$32,620
40-54-5421 Electrical Service	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5435 Safety & Water Testing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5440 Computer Maintenance/Support	$5,000	$5,305	$5,628	$5,971	$6,335	$6,721	$7,130	$7,564	$8,025	$8,514
40-54-5441 Computer Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5445 Telephone	$15,000	$15,450	$15,914	$16,391	$16,883	$17,389	$17,911	$18,448	$19,001	$19,571
40-54-5446 Uniforms	$1,500	$1,545	$1,591	$1,639	$1,688	$1,739	$1,791	$1,845	$1,900	$1,957
40-54-5498 Tap Connecttion Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5499 Laboratory Expenses	$13,000	$15,134	$17,619	$20,512	$23,879	$27,799	$32,363	$37,676	$43,861	$51,062
40-54-5622 Dues & Subscriptions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5630 Insurance and Bonds	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5636 Equipment Repairs/Maintenance	$160,000	$164,800	$169,744	$174,836	$180,081	$185,483	$191,047	$196,778	$202,681	$208,761
40-54-5638 Vehicle Repairs/Maintenance	$6,000	$6,180	$6,365	$6,556	$6,753	$6,956	$7,165	$7,380	$7,601	$7,829
40-54-5645 Training & Travel	$2,000	$2,060	$2,122	$2,186	$2,252	$2,320	$2,390	$2,462	$2,536	$2,612

	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
40-54-5655 Other Expenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5700 Vehicle/Equip Replacement Fees	$9,000	$9,270	$9,548	$9,834	$10,129	$10,433	$10,746	$11,068	$11,400	$11,742
40-54-5729 Permits & Assessments	$4,500	$4,875	$5,281	$5,721	$6,198	$6,715	$7,275	$7,882	$8,539	$9,251
40-54-5730 Legal Notices	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5742 Subsidence Fees	$2,000	$2,284	$2,609	$2,980	$3,403	$3,886	$4,438	$5,069	$5,789	$6,611
40-54-5746 Water Sample Inspection	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-5800 Eng/Consulting/Planning Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-6010 Capital Outlay - Technology	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-6020 Capital Outlay - Equipment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-6030 Capital Outlay - Vehicle	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-6040 Capital Outlay - Furniture & Fixtures	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-6070 Capital Outlay - Improvements	$0	$182,150	$0	$0	$0	$0	$0	$0	$0	$0
40-54-6203 Capital Outlay - Capitalize Taps	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-7025 WWTP to - Blowers/auto Dialer	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-8410 Depreciation Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-54-8700 Salary Adjustments	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Subtotal	***$365,000***	**$575,619**	**$425,589**	**$461,925**	**$503,137**	**$549,993**	**$603,390**	**$664,376**	**$734,170**	**$814,203**
Wastewater										
40-56-5203 Sludge Hauling	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-5204 Chemicals (Existing Plant)	*$12,500*	$15,071	$18,171	$21,909	$26,416	$31,850	$38,402			
40-56-5204 Chemicals (MBR Plant)					$29,034	$36,034	$36,034	$53,068	$55,068	$57,068
40-56-5210 Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-5212 Safety Equipment/Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-5225 Fuel	$4,000	$4,120	$4,244	$4,371	$4,502	$4,637	$4,776	$4,919	$5,067	$5,219
40-56-5240 Minor Tools & Equipment	$7,500	$7,725	$7,957	$8,196	$8,442	$8,695	$8,956	$9,225	$9,502	$9,787
40-56-5312 Other Reimbursements	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-5325 Utility Billing Charges	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
40-56-5419 Sludge Hauling (Existing Plant)	*$50,000*	$57,500	$66,125	$76,044	$87,451	$100,569	$115,654			
40-56-5419 Sludge Hauling (MBR Plant)					$71,106	$88,882	$88,882	$128,848	$136,845	$143,954
40-56-5420 Electricity (Existing Plant)	*$35,000*	$40,250	$46,288	$53,231	$61,216	$70,398	$80,958			
40-56-5420 Electricity (MBR Plant)					$166,280	$191,700	$191,700	$236,170	$246,484	$255,652
40-56-5421 Electrical Service	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-5432 Rental Equipment	$15,000	$15,450	$15,914	$16,391	$16,883	$17,389	$17,911	$18,448	$19,001	$19,571
40-56-5445 Telephone	$1,000	$1,030	$1,061	$1,093	$1,126	$1,160	$1,195	$1,231	$1,268	$1,306
40-56-5446 Uniforms	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-5480 Contract Labor	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-5499 Laboratory Expenses	$20,000	$23,000	$26,450	$30,418	$34,981	$40,228	$46,262	$53,201	$61,181	$70,358
40-56-5500 Operator Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-5630 Insurance and Bonds	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-5636 Equipment Repairs/Maintenance (Existing Plant)	*$125,000*	$128,750	$132,613	$136,591	$140,689	$144,910	$149,257			
40-56-5636 Equipment Repairs/Maintenance (MBR Plant)					$164,125	$164,125	$164,125	$268,519	$268,519	$268,519
40-56-5637 Sewer Line Maintenance & Repairs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-5645 Training & Travel	$2,000	$2,060	$2,122	$2,186	$2,252	$2,320	$2,390	$2,462	$2,536	$2,612
40-56-6010 Capital Outlay - Technology	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-6020 Capital Outlay - Equipment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-6030 Capital Outlay - Vehicle	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-6040 Capital Outlay - Furniture & Fixtures	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-56-6070 Capital Outlay - Improvements	$0	$1,933,000	$0	$0	$0	$0	$0	$0	$0	$0
40-56-6080 Capital Outlay - Building	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Wastewater Subtotal	***$272,000***	**$2,227,956**	**$320,945**	**$350,430**	**$814,503**	**$902,897**	**$946,502**	**$776,091**	**$805,471**	**$834,046**
Non-Departmental										
40-95-8510 Transfer to General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
40-95-8590 Transfer Out - Debt Service Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
40-95-8591 Transfer Out - Veh/Equip Replace Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Non-Departmental Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL OPERATING EXPENSES	***$1,104,580***	**$3,285,183**	**$1,242,593**	**$1,323,297**	**$2,041,913**	**$2,192,952**	**$2,405,218**	**$2,312,543**	**$2,428,972**	**$2,555,350**
Future Debt Service										
FY2022 Series $0.0M (Rate Portion)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
FY2023 Series $32.2M (Rate Portion)	$0	$0	$1,003,686	$1,003,686	$1,003,686	$1,003,686	$1,003,686	$1,003,686	$1,003,686	$1,003,686
FY2024 Series $11.7M (Rate Portion)	$0	$0	$0	$448,652	$448,652	$448,652	$448,652	$448,652	$448,652	$448,652
FY2025 Series $8.1M (Rate Portion)	$0	$0	$0	$0	$337,802	$337,802	$337,802	$337,802	$337,802	$337,802
FY2026 Series $6.0M (Rate Portion)	$0	$0	$0	$0	$0	$239,031	$239,031	$239,031	$239,031	$239,031
FY2027 Series $16.8M (Rate Portion)	$0	$0	$0	$0	$0	$0	$700,508	$700,508	$700,508	$700,508
FY2028 Series $0.1M (Rate Portion)	$0	$0	$0	$0	$0	$0	$0	$4,332	$4,332	$4,332
FY2029 Series $2.7M (Rate Portion)	$0	$0	$0	$0	$0	$0	$0	$0	$121,252	$121,252
FY2030 Series $13.9M (Rate Portion)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$645,037
Future Debt Service Subtotal	**$0**	$0	$1,003,686	$1,452,338	$1,790,140	$2,029,171	$2,729,679	$2,734,011	$2,855,263	$3,500,300
TOTAL EXPENSES	**$1,104,580**	**$3,285,183**	**$2,246,279**	**$2,775,635**	**$3,832,053**	**$4,222,123**	**$5,134,897**	**$5,046,554**	**$5,284,235**	**$6,055,650**

Table A-3: Rate Portion of Future Debt Issuances (2021 Dollars)

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Water	$0	$6,665,394	$8,294,028	$3,878,550	$2,843,352	$0	$106,182	$2,744,004	$13,921,980
Wastewater	$0	$26,262,042	$3,679,344	$4,433,124	$3,257,472	$17,162,826	$0	$0	$283,254
TOTAL	**$0**	**$32,917,436**	**$11,973,372**	**$8,311,674**	**$6,100,824**	**$17,162,826**	**$106,182**	**$2,744,004**	**$14,205,234**

Table A-4: Pro Forma Statement for Combined Utility

Combined Utility

Line	Description	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
		Fiscal Year Ending September 30									
1	**Beginning Operating Cash Balance**	$ -	$ -	$ 0	$ 104,415	$ 417,103	$ 271,402	$ 374,074	$ 150,062	$ 431,682	$ 906,989
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	**Retail Rate Revenue**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Base Charges		$ 1,259,801	$ 1,406,124	$ 1,620,561	$ 1,835,143	$ 2,109,284	$ 2,266,238	$ 2,375,740	$ 2,484,008	$ 2,593,939
4	Volume Charges		$ 378,005	$ 421,574	$ 485,603	$ 549,712	$ 631,722	$ 677,407	$ 710,133	$ 742,576	$ 775,538
5	**Total Retail Rate Revenue**		**$ 1,637,806**	**$ 1,827,698**	**$ 2,106,164**	**$ 2,384,855**	**$ 2,741,006**	**$ 2,943,645**	**$ 3,085,873**	**$ 3,226,584**	**$ 3,369,477**
6	**Base Charge Revenue Increase Needed**		**0.0%**	**13.4%**	**14.9%**	**6.3%**	**2.7%**	**8.1%**	**4.6%**	**4.6%**	**9.2%**
7	**Volumetric Charge Revenue Increase Needed**		**0.0%**	**30.0%**	**28.5%**	**13.5%**	**5.0%**	**12.5%**	**10.0%**	**10.0%**	**25.0%**
8	**Overall Increase Needed**		**0.0%**	**17.3%**	**18.1%**	**8.0%**	**3.2%**	**9.1%**	**5.9%**	**5.9%**	**12.9%**
9	**Additional Retail Rate Revenue**										
10	**Year 1**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	**Year 2**		$ -	$ 315,592	$ 363,796	$ 412,024	$ 473,722	$ 508,472	$ 532,885	$ 557,018	$ 581,501
12	**Year 3**		$ -	$ -	$ 380,218	$ 430,559	$ 494,926	$ 531,333	$ 556,936	$ 582,263	$ 607,972
13	**Year 4**		$ -	$ -	$ -	$ 189,989	$ 218,414	$ 234,455	$ 245,733	$ 256,886	$ 268,205
14	**Year 5**		$ -	$ -	$ -	$ -	$ 88,427	$ 94,920	$ 99,476	$ 103,978	$ 108,545
15	**Year 6**		$ -	$ -	$ -	$ -	$ -	$ 267,826	$ 280,674	$ 293,369	$ 306,246
16	**Year 7**		$ -	$ -	$ -	$ -	$ -	$ -	$ 180,649	$ 188,960	$ 197,412
17	**Year 8**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 188,960	$ 197,412
18	**Year 9**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 433,600
19	**Total Additional Retail Rate Revenue**		**$ -**	**$ 315,592**	**$ 744,014**	**$ 1,032,572**	**$ 1,275,489**	**$ 1,637,006**	**$ 1,896,353**	**$ 2,171,435**	**$ 2,700,894**
20	**Other Operating Revenue**		**$ 181,485**	**$ 202,404**	**$ 233,145**	**$ 263,926**	**$ 303,300**	**$ 325,234**	**$ 340,947**	**$ 356,523**	**$ 372,348**
21	**Non-Operating Revenue**		**$ 1,465,892**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**
22	**Impact Fees (50% Max Allowable)**		**$ 1,665,913**	**$ 2,732,097**	**$ 4,007,710**	**$ 4,007,710**	**$ 4,864,465**	**$ 4,864,465**	**$ 2,484,590**	**$ 2,475,070**	**$ 2,484,590**
23	**TOTAL REVENUE**		**$ 4,951,096**	**$ 5,082,790**	**$ 7,096,032**	**$ 7,694,062**	**$ 9,189,259**	**$ 9,775,350**	**$ 7,812,763**	**$ 8,234,612**	**$ 8,932,309**
24	**O&M Expenses**										
25	Administrative		$ 481,608	$ 496,059	$ 510,942	$ 724,273	$ 740,062	$ 855,326	$ 872,076	$ 889,331	$ 907,101
26	Operational		$ 2,803,575	$ 746,534	$ 812,355	$ 1,317,640	$ 1,452,890	$ 1,549,892	$ 1,440,467	$ 1,539,641	$ 1,648,249
27	Non-Departmental		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
28	**Total O&M Expenses**		**$ 3,285,183**	**$ 1,242,593**	**$ 1,323,297**	**$ 2,041,913**	**$ 2,192,952**	**$ 2,405,218**	**$ 2,312,543**	**$ 2,428,972**	**$ 2,555,350**
29	**Net Revenue**		**$ 1,665,913**	**$ 3,840,197**	**$ 5,772,735**	**$ 5,652,149**	**$ 6,996,307**	**$ 7,370,132**	**$ 5,500,220**	**$ 5,805,640**	**$ 6,376,959**
30	**Debt Service (Existing)**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
31	Debt Service (Future - Total Issuance)		$ -	$ 1,679,933	$ 2,290,805	$ 2,714,861	$ 3,026,121	$ 3,901,756	$ 3,907,173	$ 4,047,170	$ 4,771,910
32	**Debt Service (Future - Rate Portion of Total Issuance)**		$ -	$ 1,003,686	$ 1,452,338	$ 1,790,140	$ 2,029,171	$ 2,729,679	$ 2,734,011	$ 2,855,263	$ 3,500,300
33	**Total Debt Service - Rate Portion**		**$ -**	**$ 1,003,686**	**$ 1,452,338**	**$ 1,790,140**	**$ 2,029,171**	**$ 2,729,679**	**$ 2,734,011**	**$ 2,855,263**	**$ 3,500,300**
34	**Debt Service Coverage**										
35	Required		1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
36	Achieved	✗	**0.00**	✓ **2.29**	✓ **2.52**	✓ **2.08**	✓ **2.31**	✓ **1.89**	✓ **1.41**	✓ **1.43**	✓ **1.34**
37	**Annual Cash Surplus (Deficiency)**		**$ 1,665,913**	**$ 2,160,264**	**$ 3,481,930**	**$ 2,937,288**	**$ 3,970,186**	**$ 3,468,376**	**$ 1,593,047**	**$ 1,758,470**	**$ 1,605,049**
38	**Annual Cash Surplus (Deficiency) Exclusive of Impact Fee Revenue & Expenses**		**$ 0**	**$ 104,415**	**$ 312,687**	**$ (145,700)**	**$ 102,671**	**$ (224,012)**	**$ 281,620**	**$ 475,307**	**$ 392,069**
39	**Fund Balance to Debt Service**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
40	**Ending Operating Cash Balance**		**$ 0**	**$ 104,415**	**$ 417,103**	**$ 271,402**	**$ 374,074**	**$ 150,062**	**$ 431,682**	**$ 906,989**	**$ 1,299,058**

Table A-5: Pro Forma Statement for Wastewater Utility

Wastewater Utility

Line	Description	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
		Fiscal Year Ending September 30									
1	**Beginning Operating Cash Balance**	$ -	$ -	$ (108,364)	$ (101,518)	$ 210,259	$ 162,630	$ 310,417	$ 114,885	$ 227,698	$ 447,064
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	**Retail Rate Revenue**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Base Charges		$ 677,580	$ 756,480	$ 872,460	$ 988,440	$ 1,136,820	$ 1,221,000	$ 1,279,380	$ 1,336,980	$ 1,395,360
4	Volume Charges		$ 189,003	$ 210,787	$ 242,801	$ 274,856	$ 315,861	$ 338,704	$ 355,067	$ 371,288	$ 387,769
5	**Total Retail Rate Revenue**		**$ 866,583**	**$ 967,267**	**$ 1,115,261**	**$ 1,263,296**	**$ 1,452,681**	**$ 1,559,704**	**$ 1,634,447**	**$ 1,708,268**	**$ 1,783,129**
6	**Base Charge Revenue Increase Needed**		**0.0%**	**25.0%**	**20.0%**	**10.0%**	**5.0%**	**15.0%**	**0.0%**	**0.0%**	**0.0%**
7	**Volumetric Charge Revenue Increase Needed**		**0.0%**	**60.0%**	**40.0%**	**20.0%**	**10.0%**	**25.0%**	**0.0%**	**0.0%**	**0.0%**
8	**Overall Increase Needed**		**0.0%**	**32.6%**	**24.4%**	**12.2%**	**6.1%**	**17.2%**	**0.0%**	**0.0%**	**0.0%**
9	**Additional Retail Rate Revenue**										
10	**Year 1**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	**Year 2**		$ -	$ 315,592	$ 363,796	$ 412,024	$ 473,722	$ 508,472	$ 532,885	$ 557,018	$ 581,501
12	**Year 3**		$ -	$ -	$ 271,613	$ 307,630	$ 353,708	$ 379,681	$ 397,903	$ 415,911	$ 434,180
13	**Year 4**		$ -	$ -	$ -	$ 153,815	$ 176,854	$ 189,841	$ 198,951	$ 207,956	$ 217,090
14	**Year 5**		$ -	$ -	$ -	$ -	$ 88,427	$ 94,920	$ 99,476	$ 103,978	$ 108,545
15	**Year 6**		$ -	$ -	$ -	$ -	$ -	$ 267,826	$ 280,674	$ 293,369	$ 306,246
16	**Year 7**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
17	**Year 8**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
18	**Year 9**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19	**Total Additional Retail Rate Revenue**		**$ -**	**$ 315,592**	**$ 635,408**	**$ 873,469**	**$ 1,092,711**	**$ 1,440,741**	**$ 1,509,888**	**$ 1,578,232**	**$ 1,647,562**
20	**Other Operating Revenue**		**$ 27,921**	**$ 31,140**	**$ 35,869**	**$ 40,605**	**$ 46,663**	**$ 50,037**	**$ 52,455**	**$ 54,851**	**$ 57,285**
21	**Non-Operating Revenue**		**$ 1,465,892**	**$ 2,500**	**$ 2,500**	**$ 2,500**	**$ 2,500**	**$ 2,500**	**$ 2,500**	**$ 2,500**	**$ 2,500**
22	**Impact Fees (50% Max Allowable)**		**$ 1,244,338**	**$ 2,040,714**	**$ 2,993,521**	**$ 2,993,521**	**$ 3,633,466**	**$ 3,633,466**	**$ 1,855,841**	**$ 1,848,730**	**$ 1,855,841**
23	**TOTAL REVENUE**		**$ 3,604,733**	**$ 3,357,212**	**$ 4,782,559**	**$ 5,173,390**	**$ 6,228,020**	**$ 6,686,447**	**$ 5,055,130**	**$ 5,192,580**	**$ 5,346,317**
24	**O&M Expenses**										
25	Administrative		$ 240,804	$ 248,030	$ 255,471	$ 362,137	$ 370,031	$ 427,663	$ 436,038	$ 444,666	$ 453,551
26	Operational		$ 2,227,956	$ 320,945	$ 350,430	$ 814,503	$ 902,897	$ 946,502	$ 776,091	$ 805,471	$ 834,046
27	Non-Departmental		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
28	**Total O&M Expenses**		**$ 2,468,760**	**$ 568,975**	**$ 605,901**	**$ 1,176,639**	**$ 1,272,928**	**$ 1,374,165**	**$ 1,212,129**	**$ 1,250,136**	**$ 1,287,596**
29	**Net Revenue**		**$ 1,135,973**	**$ 2,788,238**	**$ 4,176,658**	**$ 3,996,751**	**$ 4,955,092**	**$ 5,312,282**	**$ 3,843,001**	**$ 3,942,444**	**$ 4,058,720**
30	**Debt Service (Existing)**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
31	Debt Service (Future - Total Issuance)		$ -	$ 1,339,870	$ 1,527,587	$ 1,753,762	$ 1,919,956	$ 2,795,591	$ 2,795,591	$ 2,795,591	$ 2,810,042
32	**Debt Service (Future - Rate Portion of Total Issuance)**		$ -	$ 740,678	$ 871,360	$ 1,050,860	$ 1,173,840	$ 1,874,348	$ 1,874,348	$ 1,874,348	$ 1,886,994
33	**Total Debt Service - Rate Portion**		**$ -**	**$ 740,678**	**$ 871,360**	**$ 1,050,860**	**$ 1,173,840**	**$ 1,874,348**	**$ 1,874,348**	**$ 1,874,348**	**$ 1,886,994**
34	**Debt Service Coverage**										
35	Required		1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
36	Achieved	✗	**0.00**	✓ **2.08**	✓ **2.73**	✓ **2.28**	✓ **2.58**	✓ **1.90**	✓ **1.37**	✓ **1.41**	✓ **1.44**
37	**Annual Cash Surplus (Deficiency)**		**$ 1,135,973**	**$ 1,448,368**	**$ 2,649,071**	**$ 2,242,989**	**$ 3,035,136**	**$ 2,516,691**	**$ 1,047,410**	**$ 1,146,853**	**$ 1,248,678**
38	**Annual Cash Surplus (Deficiency) Exclusive of Impact Fee Revenue & Expenses**		**$ (108,364)**	**$ 6,846**	**$ 311,778**	**$ (47,629)**	**$ 147,786**	**$ (195,532)**	**$ 112,813**	**$ 219,366**	**$ 315,886**
39	**Fund Balance to Debt Service**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
40	**Ending Operating Cash Balance**		**$ (108,364)**	**$ (101,518)**	**$ 210,259**	**$ 162,630**	**$ 310,417**	**$ 114,885**	**$ 227,698**	**$ 447,064**	**$ 762,949**

Table A-6: Pro Forma Statement for Water Utility

Water Utility

Line	Description	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
		Fiscal Year Ending September 30									
1	**Beginning Operating Cash Balance**	$ -	$ -	$ 108,365	$ 205,933	$ 206,843	$ 108,772	$ 63,657	$ 35,177	$ 203,984	$ 459,925
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	**Retail Rate Revenue**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Base Charges		$ 582,221	$ 649,644	$ 748,101	$ 846,703	$ 972,464	$ 1,045,238	$ 1,096,360	$ 1,147,028	$ 1,198,579
4	Volume Charges		$ 189,003	$ 210,787	$ 242,801	$ 274,856	$ 315,861	$ 338,704	$ 355,067	$ 371,288	$ 387,769
5	**Total Retail Rate Revenue**		**$ 771,224**	**$ 860,431**	**$ 990,902**	**$ 1,121,559**	**$ 1,288,325**	**$ 1,383,942**	**$ 1,451,427**	**$ 1,518,316**	**$ 1,586,348**
6	**Base Charge Revenue Increase Needed**		**0.0%**	**0.0%**	**9.0%**	**2.0%**	**0.0%**	**0.0%**	**10.0%**	**10.0%**	**20.0%**
7	**Volumetric Charge Revenue Increase Needed**		**0.0%**	**0.0%**	**17.0%**	**7.0%**	**0.0%**	**0.0%**	**20.0%**	**20.0%**	**50.0%**
8	**Overall Increase Needed**		**0.0%**	**0.0%**	**11.0%**	**3.2%**	**0.0%**	**0.0%**	**12.4%**	**12.4%**	**27.3%**
9	**Additional Retail Rate Revenue**										
10	**Year 1**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	**Year 2**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	**Year 3**		$ -	$ -	$ 108,605	$ 122,929	$ 141,218	$ 151,651	$ 159,034	$ 166,351	$ 173,793
13	**Year 4**		$ -	$ -	$ -	$ 36,174	$ 41,560	$ 44,614	$ 46,782	$ 48,931	$ 51,115
14	**Year 5**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
15	**Year 6**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
16	**Year 7**		$ -	$ -	$ -	$ -	$ -	$ -	$ 180,649	$ 188,960	$ 197,412
17	**Year 8**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 188,960	$ 197,412
18	**Year 9**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 433,600
19	**Total Additional Retail Rate Revenue**		**$ -**	**$ -**	**$ 108,605**	**$ 159,103**	**$ 182,778**	**$ 196,265**	**$ 386,465**	**$ 593,203**	**$ 1,053,332**
20	**Other Operating Revenue**		**$ 153,564**	**$ 171,265**	**$ 197,276**	**$ 223,321**	**$ 256,638**	**$ 275,197**	**$ 288,493**	**$ 301,673**	**$ 315,063**
21	**Non-Operating Revenue**		**$ -**	**$ 2,500**	**$ 2,500**	**$ 2,500**	**$ 2,500**	**$ 2,500**	**$ 2,500**	**$ 2,500**	**$ 2,500**
22	**Impact Fees (50% Max Allowable)**		**$ 421,575**	**$ 691,383**	**$ 1,014,189**	**$ 1,014,189**	**$ 1,230,999**	**$ 1,230,999**	**$ 628,749**	**$ 626,340**	**$ 628,749**
23	**TOTAL REVENUE**		**$ 1,346,363**	**$ 1,725,578**	**$ 2,313,473**	**$ 2,520,672**	**$ 2,961,239**	**$ 3,088,903**	**$ 2,757,633**	**$ 3,042,032**	**$ 3,585,992**
24	**O&M Expenses**										
25	Administrative		$ 240,804	$ 248,030	$ 255,471	$ 362,137	$ 370,031	$ 427,663	$ 436,038	$ 444,666	$ 453,551
26	Operational		$ 575,619	$ 425,589	$ 461,925	$ 503,137	$ 549,993	$ 603,390	$ 664,376	$ 734,170	$ 814,203
27	Non-Departmental		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
28	**Total O&M Expenses**		**$ 816,423**	**$ 673,619**	**$ 717,396**	**$ 865,274**	**$ 920,024**	**$ 1,031,053**	**$ 1,100,414**	**$ 1,178,836**	**$ 1,267,754**
29	**Net Revenue**		**$ 529,940**	**$ 1,051,960**	**$ 1,596,077**	**$ 1,655,398**	**$ 2,041,215**	**$ 2,057,850**	**$ 1,657,219**	**$ 1,863,196**	**$ 2,318,239**
30	**Debt Service (Existing)**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
31	Debt Service (Future - Total Issuance)		$ -	$ 340,063	$ 763,218	$ 961,099	$ 1,106,165	$ 1,106,165	$ 1,111,582	$ 1,251,579	$ 1,961,868
32	**Debt Service (Future - Rate Portion of Total Issuance)**		$ -	$ 263,008	$ 580,978	$ 739,280	$ 855,331	$ 855,331	$ 859,663	$ 980,915	$ 1,613,306
33	**Total Debt Service - Rate Portion**		**$ -**	**$ 263,008**	**$ 580,978**	**$ 739,280**	**$ 855,331**	**$ 855,331**	**$ 859,663**	**$ 980,915**	**$ 1,613,306**
34	**Debt Service Coverage**										
35	Required		1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
36	Achieved	✗	**0.00**	✓ **3.09**	✓ **2.09**	✓ **1.72**	✓ **1.85**	✓ **1.86**	✓ **1.49**	✓ **1.49**	! **1.18**
37	**Annual Cash Surplus (Deficiency)**		**$ 529,940**	**$ 711,897**	**$ 832,859**	**$ 694,299**	**$ 935,050**	**$ 951,685**	**$ 545,637**	**$ 611,617**	**$ 356,371**
38	**Annual Cash Surplus (Deficiency) Exclusive of Impact Fee Revenue & Expenses**		**$ 108,365**	**$ 97,569**	**$ 910**	**$ (98,071)**	**$ (45,115)**	**$ (28,480)**	**$ 168,807**	**$ 255,941**	**$ 76,184**
39	**Fund Balance to Debt Service**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
40	**Ending Operating Cash Balance**		**$ 108,365**	**$ 205,933**	**$ 206,843**	**$ 108,772**	**$ 63,657**	**$ 35,177**	**$ 203,984**	**$ 459,925**	**$ 536,109**

PROCLAMATION

WHEREAS, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the concept of Fair Housing; and

WHEREAS, the City of Manvel supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to homeownership opportunities; and

WHEREAS, the City of Manvel supports equal housing for all our citizens without regard to race, color, religion, sex, disability, or national origin; and

WHEREAS, the City of Manvel supports programs that will educate the public concerning their rights to fair housing opportunities; and

WHEREAS, the City of Manvel is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people to live where they choose.

NOW, THEREFORE, be it resolved, I, Debra Davison, Mayor of the City of Manvel, do hereby proclaim April as:

"FAIR HOUSING MONTH"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of

_____ to be affixed this the _____ day of _____, 2022.

_____

Debra Davison, Mayor

ANNUAL FINANCIAL REPORT

of the

CITY OF MANVEL, TEXAS

For the Year Ended
September 30, 2021

(This page intentionally left blank.)

City of Manvel, Texas

TABLE OF CONTENTS

September 30, 2021

	Page
INTRODUCTORY SECTION	
Principal Officials	3
FINANCIAL SECTION	
Independent Auditors' Report	7
Management's Discussion and Analysis (Required Supplementary Information)	11
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements	
Statement of Net Position	20
Statement of Activities	22
Fund Financial Statements	
Governmental Funds Financial Statements	
Balance Sheet – Governmental Funds	24
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	27
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds	28
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	31
Proprietary Funds Financial Statements	
Statement of Net Position	33
Statement of Revenues, Expenses, and Changes in Fund Net Position	35
Statement of Cash Flows	36
Notes to Financial Statements	39
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund	69
Schedules of Changes in Net Pension Liability and Related Ratios – Texas Municipal Retirement System	70
Schedule of Contributions – Texas Municipal Retirement System	72
Schedule of Changes in Total OPEB Liability and Related Ratios – Texas Municipal Retirement System	75
COMBINING STATEMENTS AND SCHEDULES	
Combining Balance Sheet – Nonmajor Governmental Funds	78
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds	82

City of Manvel, Texas

TABLE OF CONTENTS

September 30, 2021

	Page
COMBINING STATEMENTS AND SCHEDULES (Continued)	
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual:	
Debt Service Fund	87
Nonmajor Special Revenue Funds:	
Hotel Taxes Fund	88
Court Security Fund	88
Court Technology Fund	89
TIRZ No. 3 Fund	89
South Manvel Development Authority Fund	90
Community Impact Fund	90
Law Enforcement	91
Park Fund	91
PEG Fee Fund	92

INTRODUCTORY SECTION

(This page intentionally left bank.)

City of Manvel, Texas

PRINCIPAL OFFICIALS

September 30, 2021

City Officials	Elective Position	Term Expires
Debra Davison	Mayor	2023
Jason Albert	Council Member	2023
Niccole Tyson	Council Member	2023
Dan Davis	Council Member	2022
Jerome Hudson	Council Member	2022
Larry Akery	Council Member	2024
Lorraine Hehn	Council Member	2024

Key Staff	Position
Kyle Jung	City Manager
Chris Thomas	Director of Finance
Bobby Gervais	City Attorney
Tammy Bell	City Secretary
Keith Traylor	Police Chief
Dan Johnson	Assistant City Manager

(This page intentionally left blank.)

FINANCIAL SECTION

(This page intentionally left blank.)

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and
City Council Members of the
City of Manvel, Texas:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Manvel, Texas (the "City"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Houston · Austin · Bellville · Woodville
3210 Bingle Rd., Ste. 300, Houston, TX 77055 // P: 713.263.1123 // info@txauditors.com // www.texasauditors.com

AICPA GAQC Member

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, budgetary comparison information, schedules of changes in net pension and total other postemployment benefits liability and related ratios, and schedule of contributions, identified as Required Supplementary Information on the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section and combining statements and schedules are presented for purposes of additional analysis and are not required parts of the basic financial statements.

The combining statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

BELT HARRIS PECHACEK, LLLP

Belt Harris Pechacek, LLLP
Certified Public Accountants
Houston, Texas
March 14, 2022

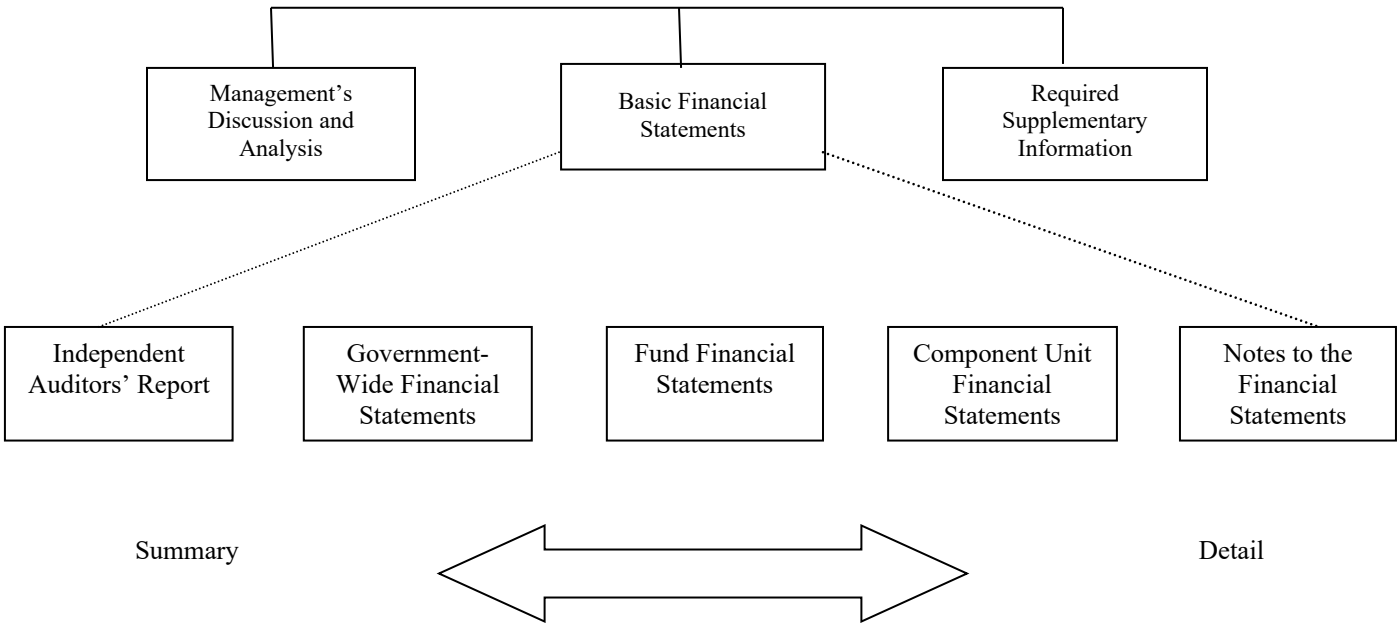
MANAGEMENT'S DISCUSSION AND ANALYSIS

(This page intentionally left blank.)

The purpose of the Management's Discussion and Analysis (MD&A) is to give the readers an objective and easily readable analysis of the financial activities of the City of Manvel, Texas (the "City") for the year ended September 30, 2021. The analysis is based on currently known facts, decisions, or economic conditions. It presents short and long-term analysis of the City's activities, compares current year results with those of the prior year, and discusses the positive and negative aspects of that comparison. Please read the MD&A in conjunction with the City's financial statements, which follow this section.

THE STRUCTURE OF OUR ANNUAL REPORT

Components of the Financial Section



The City's basic financial statements include (1) government-wide financial statements, (2) individual fund financial statements, and (3) notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-Wide Statements

The government-wide statements report information for the City as a whole. These statements include transactions and balances relating to all assets, including infrastructure capital assets. These statements are designed to provide information about cost of services, operating results, and financial position of the City as an economic entity. The Statement of Net Position and the Statement of Activities, which appear first in the City's financial statements, report information on the City's activities that enable the reader to understand the financial condition of the City. These statements are prepared using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account even if cash has not yet changed hands.

The Statement of Net Position presents information on all of the City's assets, liabilities, and deferred outflows/inflows of resources, with the difference reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Other nonfinancial factors, such as the City's property tax base and the condition of the City's infrastructure, need to be considered in order to assess the overall health of the City.

The Statement of Activities presents information showing how the City's net position changed during the most recent year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows using the accrual method rather than modified accrual that is used in the fund level statements.

The Statement of Net Position and the Statement of Activities divide the City's financials into two classes of activities:

1. *Governmental Activities* – Most of the City's basic services are reported here including general government; public safety; public works; information technology; and library, parks, and recreation. Interest payments on the City's debt are also reported here. Sales tax, property tax, franchise fees, municipal court fines, and permit fees finance most of these activities.

2. *Business-Type Activities* – Services involving a fee for those services are reported here. These services include the City's water distribution and wastewater collection/treatment.

The government-wide financial statements include not only the City itself (known as the primary government), but also a legally separate economic development corporation, for which the City is financially accountable. Financial information for this component unit is reported separately from the financial information presented for the primary government itself.

The government-wide financial statements can be found after the MD&A.

FUND FINANCIAL STATEMENTS

Funds may be considered as operating companies of the parent corporation, which is the City. They are usually segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance related legal reporting requirements. The two categories of City funds are governmental and proprietary.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as *on balances of spendable resources* available at the end of the year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains 14 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, the debt service fund, and the capital projects fund, which are considered to be major funds for reporting purposes.

The City adopts an annual appropriated budget for its general fund, debt service fund, hotel taxes fund, court security fund, court technology fund, TIRZ No. 3 fund, South Manvel Redevelopment Authority fund, community impact fund, law enforcement fund, park fund, and the PEG fees fund. Budgetary comparison schedules have been provided for these funds to demonstrate compliance with the budgets.

Proprietary Funds

The City maintains two types of proprietary funds. The enterprise fund is used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses the enterprise fund to account for its water distribution and wastewater collection/treatment. The proprietary fund financial statements provide separate information for the water distribution and wastewater collection/treatment operations. The basic proprietary fund financial statements can be found in the basic financial statements of this report.

The City also uses an internal service fund to account for vehicle and equipment replacement costs. This internal service fund has been included within governmental activities in the government-wide financial statements.

Notes to Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes are the last section of the basic financial statements.

Other Information

In addition to basic financial statements, MD&A, and accompanying notes, this report also presents certain Required Supplementary Information (RSI). The RSI includes a budgetary comparison schedule for the general fund and schedules of changes in net pension and total other postemployment benefits liability and related ratios and the schedule of contributions for the Texas Municipal Retirement System. RSI can be found after the notes to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of the City's financial position. Assets and deferred outflows of resources exceed liabilities and deferred inflows of resources by $31,924,705 as of year end for the primary government. A portion of the City's net position, 53%, reflects its investments in capital assets (e.g., land, buildings, equipment, streets, and drainage systems) less any debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the assets themselves cannot be used to liquidate these liabilities.

Statement of Net Position

The following table reflects the condensed Statement of Net Position:

	Governmental Activities		Business-Type Activities		Reconciliation		Reconciled Total Primary Government	
	2021	**2020**	**2021**	**2020**	**2021**	**2020**	**2021**	**2020**
Current and other assets	$ 29,952,657	$ 27,231,616	$ 850,353	$ 577,838	$ -	$ -	$ 30,803,010	$ 27,809,454
Capital assets, net	17,169,887	14,482,561	11,359,299	10,979,418	-	-	28,529,186	25,461,979
Total Assets	47,122,544	41,714,177	12,209,652	11,557,256	-	-	59,332,196	53,271,433
Deferred charge on refunding	6,791	8,150	-	-	-	-	6,791	8,150
Deferred outflows - pensions	295,317	280,919	11,890	17,912	-	-	307,207	298,831
Deferred outflows - OPEB	33,664	19,607	-	-	-	-	33,664	19,607
Total Deferred Outflows of Resources	335,772	308,676	11,890	17,912	-	-	347,662	326,588
Long-term liabilities	23,119,259	24,489,871	21,963	22,737	-	-	23,141,222	24,512,608
Other liabilities	4,295,233	1,894,520	183,561	155,600	-	-	4,478,794	2,050,120
Total Liabilities	27,414,492	26,384,391	205,524	178,337	-	-	27,620,016	26,562,728
Deferred inflows- pensions	122,145	112,987	8,209	7,866	-	-	130,354	120,853
Deferred inflows- OPEB	4,783	5,746	-	-	-	-	4,783	5,746
Total Deferred Inflows of Resources	126,928	118,733	8,209	7,866	-	-	135,137	126,599
Net Position:								
Net investment in capital assets	6,876,537	5,017,621	11,359,299	10,979,418	(1,177,901)	(1,388,578)	17,057,935	14,608,461
Restricted	6,689,816	5,381,947	-	-	-	-	6,689,816	5,381,947
Unrestricted	6,350,543	5,120,161	648,510	409,547	1,177,901	1,388,578	8,176,954	6,918,286
Total Net Position	$ 19,916,896	$ 15,519,729	$ 12,007,809	$ 11,388,965	$ -	$ -	$ 31,924,705	$ 26,908,694

A portion of the primary government's net position, $6,689,816, represents resources that are subject to restrictions on how they may be used. The remaining balance of unrestricted net position, $8,176,954, may be used to meet the City's ongoing obligation to citizens and creditors. Net position increased by $5,016,011 compared to the prior year.

The City has issued debt in prior years that is carried as long-term liabilities within governmental activities and repaid with funds from governmental activities. The proceeds from this debt are used to construct capital assets for the business-type activities. The unspent bond proceeds are also carried within governmental activities. With one activity carrying the capital asset and another carrying the debt, the result is an unusual net position presentation. The City has included a reconciliation column in the Statement of Net Position adjusting the net investment in capital assets. The debt net of unspent bond proceeds and deferred loss on refunding that is associated with governmental activities, in the amount of $1,177,901, is being used to finance capital assets reported in business-type activities. Accordingly, this amount has been added back to unrestricted net position and deducted from net investment in capital assets in total for the primary government.

Compared to the prior year, current and other assets increased from an increase in cash and cash equivalents resulting from an operating surplus. Capital assets increased due to the current year construction and purchase of various capital assets. Other liabilities increased due to an increase in accounts payable related to various outstanding projects and proceeds related to receipt of the Texas Division of Emergency Management Coronavirus Local Fiscal Recovery funds which was unspent and reported as unearned revenue. Long-term liabilities decreased primarily to payment of debt outstanding.

Statement of Activities

The following table provides a summary of the City's changes in net position:

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2021	**2020**	**2021**	**2020**	**2021**	**2020**
Revenues						
Program revenues:						
Charges for services	$ 5,621,411	$ 4,092,787	$ 1,198,015	$ 910,390	$ 6,819,426	$ 5,003,177
Operating grants and contributions	1,927	745,380	-	-	1,927	745,380
General revenues:						
Property taxes	5,895,113	5,446,299	-	-	5,895,113	5,446,299
Sales taxes	2,261,651	1,885,016	-	-	2,261,651	1,885,016
Other taxes and fees	665,263	636,098	-	-	665,263	636,098
Investment earnings	16,900	234,148	-	336	16,900	234,484
Gain on disposal of capital assets	-	19,000	-	-	-	19,000
Other revenues	136,076	71,031	-	-	136,076	71,031
Total Revenues	14,598,341	13,129,759	1,198,015	910,726	15,796,356	14,040,485
Expenses						
General government	3,134,636	1,881,713	-	-	3,134,636	1,881,713
Public safety	3,426,811	3,270,798	-	-	3,426,811	3,270,798
Public works	1,788,544	1,152,094	-	-	1,788,544	1,152,094
Library, parks, and recreation	82,759	90,050	-	-	82,759	90,050
Information technology	370,015	302,780	-	-	370,015	302,780
Interest on long-term debt	626,341	710,976	-	-	626,341	710,976
Water and sewer	-	-	1,351,239	1,196,259	1,351,239	1,196,259
Total Expenses	9,429,106	7,408,411	1,351,239	1,196,259	10,780,345	8,604,670
Increase (Decrease) in Net Position Before Transfers	5,169,235	5,721,348	(153,224)	(285,869)	5,016,011	5,435,479
Transfers in (out)	(772,068)	(729,201)	772,068	729,201	-	-
Change in Net Position	4,397,167	4,992,147	618,844	443,332	5,016,011	5,435,479
Beginning net position	15,519,729	10,527,582	11,388,965	10,945,633	26,908,694	21,473,215
Ending Net Position	$ 19,916,896	$ 15,519,729	$ 12,007,809	$ 11,388,965	$ 31,924,705	$ 26,908,694

For the year ended September 30, 2021, revenues from governmental activities totaled $14,598,341. Revenues increased $1,468,582 compared to the prior year. This increase was largely due to an increase in charges for services from an increase in permits issued and plan reviews, an increase in property tax revenues resulting from an increase in the assessed values of properties within the City, and an increase in sales tax funds received from the State. These increases were partially offset by the decrease in investment earnings and operating grants and contributions.

For the year ended September 30, 2021, expenses for governmental activities totaled $9,429,106. Total expenses increased $2,020,695 compared to the prior year, which can be attributed primarily to increases in personnel costs and street maintenance projects.

Business-type activities net position increased by $618,844. Current year revenues increased $287,289 compared to the prior year mainly due to an increase in total billings due to an increase in consumption and number of utility customers. Current year expenses increased by $154,980 primarily due to an increase in personnel costs.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, fund accounting is used to demonstrate and ensure compliance with finance-related legal requirements.

Governmental Funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the City's net resources available for spending at the end of the year.

The City's governmental funds reflect a combined fund balance of $25,049,237. Of this, $468,891 is restricted for debt service, $906,146 is restricted by enabling legislation, $512,145 is restricted for a tax increment reinvestment zone, $14,408,248 is restricted for capital projects, $502,075 is restricted for special projects, $291,798 is committed for road maintenance, $288,233 is nonspendable in the form of prepaid items, and $7,671,701 is unassigned.

The general fund had an increase in fund balance of $984,593. The general fund reported a fund balance of $7,967,865. The general fund total fund balance makes up approximately 95 percent of the annual general fund expenditures. Compared to the prior year, revenues increased $1,156,474 due to an increase in property tax revenues related to an increase in the assessed values of properties within the City, as well as increases in sales tax revenues and increases in permits issued. Expenditures increased $1,260,815 compared to the prior year. Expenditures primarily increased due to an increase in street repairs and personnel costs.

The debt service fund had an increase in fund balance of $74,263 largely due to property tax revenues collected and contributions from the Manvel Economic Development Corporation being greater than the debt service payments.

The capital projects fund had a fund balance of $14,692,115 which was a decrease of $684,832 compared to the prior year due to an increase in capital improvement costs.

Proprietary Funds – The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

GENERAL FUND BUDGETARY HIGHLIGHTS

Actual revenues were slightly less than the final budgeted revenues by $24,842. There was a positive budget variance for sales taxes of $234,258 which was offset by less revenue collected then expected from licenses and permits, fines and forfeitures, and investment earnings. General fund expenditures were less than the final budget by $1,424,602 during the year mainly due to positive budget variances in public safety, general government, and public works due to less street repair cost and personnel cost than expected.

CAPITAL ASSETS

At the end of the year, the City's governmental and business-type activities had invested $28,529,186 in a variety of capital assets and infrastructure (net of accumulated depreciation). This represents a net increase of $3,067,207 from the prior year.

Major capital asset events during the year included the following:

- Dell Bello bridge costs for $1,443,409
- Large Avenue Phase 3 costs for $778,900
- Wastewater treatment plant costs for $403,258
- Elevated storage tank project costs for $122,610
- Purchased one Vactor 2100i vacuum truck for $400,000
- Purchased five 2021 Chevrolet Tahoe C150's for $232,852
- Purchased one 2021 Ford F450 crane truck for $79,862

More detailed information about the City's capital assets is presented in note III. C. to the financial statements.

LONG-TERM DEBT

At the end of the current year, the City had total general obligation bonds, certificates of obligation, and tax anticipation notes outstanding of $21,400,000. Of this amount, $1,170,000 represents general obligation bonds, $20,070,000 represents certificates of obligation, and $160,000 represents tax anticipation notes.

More detailed information about the City's long-term liabilities is presented in note III. D. to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The City Council approved a $13,174,042 general fund budget for the 2021-2022 fiscal year. The tax rate adopted for the fiscal year 2021-2022 budget will be $0.57 per $100 in property valuation, which is a 6.6% decrease compared with fiscal year 2020-2021. The budget will raise more revenue from property taxes than last year's budget by $602,415 due to new property added to the tax roll.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the City's finances. Questions concerning this report or requests for additional financial information should be directed to the Finance Director, City of Manvel, 20025 Highway 6, Manvel, Texas 77578 or by telephone at 281.489.0630.

(This page intentionally left blank.)

BASIC FINANCIAL STATEMENTS

City of Manvel, Texas

STATEMENT OF NET POSITION

September 30, 2021

	Primary Government			
	Governmental Activities	**Business-Type Activities**	**Reconciliation**	**Total**
Assets				
Cash and cash equivalents	$ 17,161,015	$ 629,302	$ -	$ 17,790,317
Receivables, net	839,482	97,786	-	937,268
Due from other governments	-	4,091	-	4,091
Internal balances	20,150	(20,150)	-	-
Prepaid items	288,233	24	-	288,257
Restricted assets:				
Cash and investments	11,643,777	139,300	-	11,783,077
Total Current Assets	29,952,657	850,353	-	30,803,010
Noncurrent assets				
Nondepreciable	11,576,082	2,953,520	-	14,529,602
Net depreciable	5,593,805	8,405,779	-	13,999,584
Total Noncurrent Assets	17,169,887	11,359,299	-	28,529,186
Total Assets	47,122,544	12,209,652	-	59,332,196
Deferred Outflows of Resources				
Deferred charge on refunding	6,791	-	-	6,791
Deferred outflows - pensions	295,317	11,890	-	307,207
Deferred outflows - OPEB	33,664	-	-	33,664
Total Deferred Outflows of Resources	335,772	11,890	-	347,662
Liabilities				
Accounts payable and accrued liabilities	1,372,349	44,261	-	1,416,610
Customer deposits	-	139,300	-	139,300
Accrued interest payable	79,838	-	-	79,838
Due to component unit	201,175	-	-	201,175
Unearned revenue	2,641,871	-	-	2,641,871
Total Current Liabilities	4,295,233	183,561	-	4,478,794
Noncurrent liabilities:				
Long-term liabilities due within one year	1,668,348	4,901	-	1,673,249
Long-term liabilities due in more than one year	20,502,499	545	-	20,503,044
Net pension liability	834,836	16,517	-	851,353
Total OPEB liability	113,576	-	-	113,576
Total Noncurrent Liabilities	23,119,259	21,963	-	23,141,222
Total Liabilities	27,414,492	205,524	-	27,620,016
Deferred Inflows of Resources				
Deferred inflows - pensions	122,145	8,209	-	130,354
Deferred inflows - OPEB	4,783	-	-	4,783
Total Deferred Inflows of Resources	126,928	8,209	-	135,137
Net Position				
Net investment in capital assets	6,876,537	11,359,299	(1,177,901)	17,057,935
Restricted for:				
Debt service	468,891	-	-	468,891
Enabling legislation	906,146	-	-	906,146
Tax increment reinvestment zone	512,145	-	-	512,145
Special projects	502,075	-	-	502,075
Capital projects	4,300,559	-	-	4,300,559
Manvel Economic Development Corporation	-	-	-	-
Unrestricted	6,350,543	648,510	1,177,901	8,176,954
Total Net Position	$ 19,916,896	$ 12,007,809	$ -	$ 31,924,705

See Notes to Financial Statements.

Component Unit Manvel Economic Dev. Corp.
$ 913,580
201,175
-
-
-
2,616,136
3,730,891
-
-
-
3,730,891
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
3,730,891
-
$ 3,730,891

City of Manvel, Texas

STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions
Primary Government			
Governmental Activities			
General government	$ 3,134,636	$ -	$ -
Public safety	3,426,811	246,774	1,927
Public works	1,788,544	5,374,637	-
Library, parks, and recreation	82,759	-	-
Information technology	370,015	-	-
Interest and fiscal agent fees on long-term debt	626,341	-	-
Total Governmental Activities	9,429,106	5,621,411	1,927
Business-Type Activities			
Water and sewer	1,351,239	1,198,015	-
Total Business-Type Activities	1,351,239	1,198,015	-
Total Primary Government	$ 10,780,345	$ 6,819,426	$ 1,927
Component Unit			
Manvel Economic Development Corporation	$ 103,982	$ -	$ -
Total Component Unit	$ 103,982	$ -	$ -

General Revenues:

Taxes

Property taxes

Sales taxes

Other taxes and fees

Investment earnings

Other revenues

Transfers

Total General Revenues and Transfers

Change in Net Position

Beginning net position

Ending Net Position

See Notes to Financial Statements.

Net (Expense) Revenue and Changes in Net Position			Component Unit
Primary Government			Manvel Economic Dev. Corp.
Governmental Activities	Business-Type Activities	Total	
$ (3,134,636)	$ -	$ (3,134,636)	$ -
(3,178,110)	-	(3,178,110)	-
3,586,093	-	3,586,093	-
(82,759)	-	(82,759)	-
(370,015)	-	(370,015)	-
(626,341)	-	(626,341)	-
(3,805,768)	-	(3,805,768)	-
-	(153,224)	(153,224)	-
-	(153,224)	(153,224)	-
(3,805,768)	(153,224)	(3,958,992)	-
-	-	-	(103,982)
-	-	-	(103,982)
5,895,113	-	5,895,113	-
2,261,651	-	2,261,651	1,130,825
665,263	-	665,263	-
16,900	-	16,900	3,923
136,076	-	136,076	-
(772,068)	772,068	-	-
8,202,935	772,068	8,975,003	1,134,748
4,397,167	618,844	5,016,011	1,030,766
15,519,729	11,388,965	26,908,694	2,700,125
$ 19,916,896	$ 12,007,809	$ 31,924,705	$ 3,730,891

City of Manvel, Texas

BALANCE SHEET

GOVERNMENTAL FUNDS

September 30, 2021

	General	Debt Service	Capital Projects	Nonmajor Governmental
Assets				
Cash and cash equivalents	$ 9,693,840	$ 468,871	$ 4,490,246	$ 1,897,189
Restricted cash and cash equivalents	-	-	11,643,777	-
Receivables, net	780,669	20,338	13,300	25,175
Due from other funds	57,725	-	350,000	-
Prepaid items	4,366	-	283,867	-
Total Assets	$ 10,536,600	$ 489,209	$ 16,781,190	$ 1,922,364
Liabilities				
Accounts payable and accrued liabilities	$ 888,699	$ -	$ 481,652	$ 1,998
Due to other funds	350,000	-	37,575	-
Unearned revenue	1,072,023	-	1,569,848	-
Due to other governments	201,175	-	-	-
Total Liabilities	2,511,897	-	2,089,075	1,998
Deferred Inflows of Resources				
Unavailable revenue - property taxes	56,838	20,318	-	-
Total Deferred Inflows of Resources	56,838	20,318	-	-
Fund Balances				
Nonspendable:				
Prepaid items	4,366	-	283,867	-
Restricted for:				
Debt service	-	468,891	-	-
Enabling legislation	-	-	-	906,146
Tax increment reinvestment zone	-	-	-	512,145
Capital projects	-	-	14,408,248	-
Special projects	-	-	-	502,075
Committed for:				
Road maintenance	291,798	-	-	-
Unassigned	7,671,701	-	-	-
Total Fund Balances	7,967,865	468,891	14,692,115	1,920,366
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 10,536,600	$ 489,209	$ 16,781,190	$ 1,922,364

See Notes to Financial Statements.

Total Governmental Funds
$ 16,550,146
11,643,777
839,482
407,725
288,233
$ 29,729,363
$ 1,372,349
387,575
2,641,871
201,175
4,602,970
77,156
77,156
288,233
468,891
906,146
512,145
14,408,248
502,075
291,798
7,671,701
25,049,237
$ 29,729,363

(This page intentionally left blank.)

City of Manvel, Texas

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

For the Year Ended September 30, 2021

Total fund balances – total governmental funds	$ 25,049,237
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not current financial resources and, therefore, not reported in the governmental funds.	
Capital assets – nondepreciable	11,576,082
Capital assets – net depreciable	5,021,136
The issuance of long-term debt (e.g., bonds, certificates of obligation, etc.) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued; whereas, these amounts are deferred and amortized in the Statement of Activities.	
Deferred charge on refunding	6,791
Accrued interest	(79,838)
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the governmental funds.	77,156
An internal service fund is used by management to charge the costs of certain capital assets and maintenance to individual funds. The assets and liabilities of the internal service fund are included in the governmental activities in the Statement of Net Position.	1,183,538
Some items reported in the Statement of Net Position do not require the use of current financial resources and, therefore, are not reported within governmental funds.	
Noncurrent liabilities due in one year	(1,668,348)
Noncurrent liabilities due in more than one year	(20,502,499)
Net pension liability	(834,836)
Total OPEB liability	(113,576)
Deferred outflows - pensions	295,317
Deferred outflows - OPEB	33,664
Deferred inflows - pensions	(122,145)
Deferred inflows - OPEB	(4,783)
Net Position of Governmental Activities	$ 19,916,896

See Notes to Financial Statements.

City of Manvel, Texas

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

For the Year Ended September 30, 2021

	General	Debt Service	Capital Projects	Nonmajor Governmental
Revenues				
Property taxes	$ 3,810,079	$ 1,990,761	$ -	$ 95,774
Sales taxes	2,227,258	-	-	34,393
Other taxes and fees	575,113	-	-	90,150
Charges for services	57,367	-	-	713,189
Licenses and permits	4,604,081	-	-	-
Fines and forfeitures	234,194	-	-	12,580
Intergovernmental	1,927	-	609,513	-
Investment earnings	5,966	2,403	7,691	840
Other revenues	42,566	93,510	-	-
Total Revenues	11,558,551	2,086,674	617,204	946,926
Expenditures				
Current:				
General government	2,907,637	-	84,610	52,010
Public safety	3,468,432	-	-	-
Public works	1,587,913	-	-	-
Library, parks, and recreation	82,759	-	-	-
Information technology	363,370	-	-	-
Capital outlay	-	-	4,242,584	-
Debt service:				
Principal	-	1,355,000	-	-
Interest and fiscal charges	-	657,411	-	-
Total Expenditures	8,410,111	2,012,411	4,327,194	52,010
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,148,440	74,263	(3,709,990)	894,916
Other Financing Sources (Uses)				
Transfers in	-	-	3,025,158	559,311
Transfers (out)	(2,163,847)	-	-	(1,520,622)
Total Other Financing Sources (Uses)	(2,163,847)	-	3,025,158	(961,311)
Net Change in Fund Balances	984,593	74,263	(684,832)	(66,395)
Beginning fund balances	6,983,272	394,628	15,376,947	1,986,761
Ending Fund Balances	$ 7,967,865	$ 468,891	$ 14,692,115	$ 1,920,366

See Notes to Financial Statements.

Total Governmental Funds
$ 5,896,614
2,261,651
665,263
770,556
4,604,081
246,774
611,440
16,900
136,076
15,209,355
3,044,257
3,468,432
1,587,913
82,759
363,370
4,242,584
1,355,000
657,411
14,801,726
407,629
3,584,469
(3,684,469)
(100,000)
307,629
24,741,608
$ 25,049,237

(This page intentionally left blank.)

City of Manvel, Texas

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2021

Amounts reported for governmental activities in the Statement of Activities are different because:		
Net changes in fund balances - total governmental funds	$	307,629
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital additions from capital outlay		3,822,733
Capital contributions to enterprise fund and net disposals of capital assets		(687,796)
Depreciation expense		(608,919)
Revenues in the Statement of Activities that do not provide current financial resources and are not reported as revenues in the funds.		
Net change in unavailable revenue - property taxes		(1,501)
The issuance of long-term debt (e.g., bonds, leases, certificates of obligation) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when they are first issued, whereas these amounts are deferred and amortized in the Statement of Activities.		
Amortization of premium		27,041
Amortization of deferred charge		(1,359)
Accrued interest		5,388
Principal payments		1,355,000
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds. These adjustments reflect the net changes in pension and other postemployment benefits activity and compensated absences.		
Net pension liability		134,781
Total OPEB liability		(30,083)
Deferred outflows - pensions		14,398
Deferred outflows - OPEB		14,057
Deferred inflows - pensions		(9,158)
Deferred inflows - OPEB		963
Compensated absences		(116,127)
An internal service fund is used by management to charge the costs of certain capital assets and maintenance to individual funds. The net revenue (expense) is reported with governmental activities.		170,120
Change in Net Position of Governmental Activities	$	4,397,167

See Notes to Financial Statements.

(This page intentionally left blank.)

City of Manvel, Texas

STATEMENT OF NET POSITION
PROPRIETARY FUNDS
September 30, 2021

	Business-Type Activities Enterprise	Governmental Activities Inernal Service
Assets		
Current assets:		
Cash and cash equivalents	$ 629,302	$ 610,869
Receivables, net	97,786	-
Due from other governments	4,091	-
Prepaid items	24	-
Total Current Assets	731,203	610,869
Restricted cash and cash equivalents:		
Customer deposits	139,300	-
Noncurrent assets:		
Capital assets:		
Land	2,349,652	-
Construction in progress	603,868	-
Water/sewer system	11,081,461	-
Machinery and equipment	227,189	1,256,622
Less: accumulated depreciation	(2,902,871)	(683,953)
Total Noncurrent Assets	11,359,299	572,669
Total Assets	12,229,802	1,183,538
Deferred Outflows of Resources		
Deferred outflows - pensions	11,890	-
Liabilities		
Current liabilities:		
Accounts payable and accrued liabilities	44,261	-
Due to other funds	20,150	-
Customer deposits	139,300	-
Total Current Liabilities	203,711	-
Noncurrent liabilities:		
Net pension liability	16,517	-
Long-term debt due in one year	4,901	-
Long-term debt due in more than one year	545	-
Total Noncurrent Liabilities	21,963	-
Total Liabilities	225,674	-
Deferred Inflows of Resources		
Deferred inflows - pensions	8,209	-
Net Position		
Net investment in capital assets	11,359,299	572,669
Unrestricted	648,510	610,869
Total Net Position	$ 12,007,809	$ 1,183,538

See Notes to Financial Statements.

(This page intentionally left blank.)

City of Manvel, Texas

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS

For the Year Ended September 30, 2021

	Business-Type Activities	Governmental Activities
	Enterprise	**Internal Service**
Operating Revenues		
Water charges	$ 544,128	$ -
Sewer charges	534,126	-
Other revenues	119,761	285,173
Total Operating Revenues	1,198,015	285,173
Operating Expenses		
Personnel services	283,158	-
Utilities	68,431	-
Supplies	159,052	-
Repair and maintenance	536,529	2,162
Depreciation	304,069	112,891
Total Operating Expenses	1,351,239	115,053
Operating Income (Loss)	(153,224)	170,120
Income (Loss) Before Contributions and Transfers	(153,224)	170,120
Contributions and Transfers		
Capital contributions	672,068	-
Transfers in	100,000	-
Total Contributions and Transfers	772,068	-
Change in Net Position	618,844	170,120
Beginning net position	11,388,965	1,013,418
Ending Net Position	$ 12,007,809	$ 1,183,538

See Notes to Financial Statements.

City of Manvel, Texas

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS (Page 1 of 2)

For the Year Ended September 30, 2021

	Business-Type Activities Enterprise	Governmental Actitivities Internal Service
Cash Flows from Operating Activities		
Receipts from customers and users	$ 1,214,267	$ 285,173
Payments to suppliers	(767,680)	(2,162)
Payments to employees	(283,158)	-
Net Cash Provided by Operating Activities	163,429	283,011
Cash Flows from Noncapital Financing Activities		
Transfer in	100,000	-
Net Cash Provided by Noncapital Financing Activities	100,000	-
Cash Flows from Capital and Related Financing Activities		
Purchase of capital assets	(11,882)	(274,199)
Net Cash (Used) by Capital and Related Financing Activities	(11,882)	(274,199)
Net Increase in Cash and Cash Equivalents	251,547	8,812
Beginning cash and cash equivalents	517,055	602,057
Ending Cash and Cash Equivalents	$ 768,602	$ 610,869
Ending Cash and Cash Equivalents:		
Unrestricted cash and cash equivalents	$ 629,302	$ 610,869
Restricted cash and cash equivalents	139,300	-
	$ 768,602	$ 610,869

City of Manvel, Texas

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS (Page 2 of 2)

For the Year Ended September 30, 2021

	Business-Type Activities	Governmental Activities
	Enterprise	Internal Service
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities		
Operating income (loss)	$ (153,224)	$ 170,120
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by Operating Activities:		
Depreciation	304,069	112,891
Changes in Operating Assets and Liabilities:		
(Increase) Decrease in:		
Accounts receivable	(20,968)	-
Deferred outflows - pensions	6,022	-
Increase (Decrease) in:		
Accounts payable and accrued liabilities	1,028	-
Net pension liability	(5,039)	-
Customer deposits	31,198	-
Deferred inflows - pensions	343	-
Net Cash Provided by Operating Activities	$ 163,429	$ 283,011
Noncash Investing Activities:		
Capital contributions	$ 672,068	$ -

See Notes to Financial Statements.

(This page intentionally left blank.)

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The City of Manvel (the "City") is a political subdivision of the State of Texas (the "State") and is considered a primary government. The voters elected on May 14, 2011 to adopt a Home Rule Charter for the City, and the election was canvassed on May 23, 2011. The municipal government provided by the Charter shall be known as a "Council-Manager" form of government. Pursuant to the provisions of, and subject only to the limitations imposed by, the state constitution, state laws, and the charter, all powers of the City shall be vested in an elective council, hereinafter referred to as the "City Council" or the "Council", which consists of a mayor and six Council members. The Council, by majority vote of the entire Council, shall appoint a City manager, who shall be the chief administrative officer of the City. The City appointed a full-time City manager on January 16, 2012.

The City provides the following services: public safety; public works; library, parks, and recreation; information technology; water and sewer; economic development; and general administrative services.

The City is an independent political subdivision of the State and is considered a primary government. As required by generally accepted accounting principles, these basic financial statements have been prepared based on considerations regarding the potential for inclusion of other entities, organizations, or functions as part of the City's financial reporting entity. The component units as listed below, although legally separate, are considered part of the reporting entity. No other entities have been included in the City's reporting entity. Additionally, as the City is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other type of reporting entity.

Considerations regarding the potential for inclusion of other entities, organizations, or functions in the City's financial reporting entity are based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the City is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining that the City's financial reporting entity status is that of a primary government are that it has a separately elected governing body, it is a legally separate entity, and it is fiscally independent of other state and local governments. Additionally, prescribed criteria under generally accepted accounting principles include considerations pertaining to organizations for which the primary government is financially accountable, and considerations pertaining to organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Discretely Presented Component Units

<u>Manvel Economic Development Corporation</u>

The Manvel Economic Development Corporation (the "Corporation") has been included in the reporting entity as a discretely presented component unit. The mission of the Corporation is to promote economic development within the City and surrounding areas. In 1998, the City's voters authorized a 0.5% increase in the City's sales tax rate to provide funding for the Corporation. The Board of Directors (the "Board") of the Corporation is appointed and may be terminated by City Council. The Board is comprised of seven directors elected to serve two-year terms. The Corporation is required to prepare an annual budget that is approved by City Council. As a discretely presented component unit, the Corporation is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the City.

Manvel Cultural Education Facilities Finance Corporation

The Manvel Cultural Education Facilities Finance Corporation (MCEFFC) was organized on September 23, 2002 pursuant to the Texas Cultural Education Facilities Finance Corporation Act. The members of the Board are appointed by City Council. The MCEFFC does not pass an annual budget and has a September 30 year end. The MCEFFC issues bonds to finance or refinance educational facilities. The borrower receives a more favorable interest rate and the MCEFFC receives a fee for issuing these bonds. These bonds are limited obligations of the MCEFFC, payable solely from revenues received by the MCEFFC pursuant to a loan agreement by and between the MCEFFC and the borrower, as further secured by a deed of trust on certain real property of the borrower securing payments under such loan agreements. Therefore, the MCEFFC has no responsibility for the payment of this debt. The related loan agreements and bonds payable have not been recorded in the financial statements of the City. The only activity reported in the financial statements of the City are fees relating to issuance of the debt obligations. These fees are reported in the City's general fund. The City did not report any activities for the MCEFFC during fiscal year 2021.

Manvel Education Facilities Corporation

The Manvel Education Facilities Corporation (MEFC) was organized on June 12, 2001 pursuant to the Higher Education Authority Act. The members of the Board are appointed by City Council. The MEFC does not pass an annual budget and has a September 30 year end. The MEFC issues bonds to finance or refinance educational facilities. The borrower receives a more favorable interest rate and the MEFC receives a fee for issuing these bonds. These bonds are limited obligations of the MEFC, payable solely from revenues received by the MEFC pursuant to a loan agreement by and between the MEFC and the borrower, as further secured by a deed of trust on certain real property of the borrower securing payments under such loan agreements. Therefore, the MEFC has no responsibility for the payment of this debt. The related loan agreements and bonds payable have not been recorded in the financial statements of the City. The only activity reported in the financial statements of the City are fees relating to issuance of the debt obligations. These fees are reported in the City's general fund. The City did not report any activities for the MEFC during fiscal year 2021.

Blended Component Units

Tax Increment Reinvestment Zone Number Three

During fiscal year 2010, the City passed an ordinance creating a tax increment reinvestment zone ("TIRZ No. 3"), in accordance with Section 311.005 of the Texas Tax Code. TIRZ No. 3 consists of approximately 2,403.78 acres, which will be developed into the Seven Oaks/Meridiana Project. TIRZ No. 3 will provide the financing and management tools needed to help stimulate the development of commercial and residential areas within TIRZ No. 3. TIRZ No. 3 is managed by a five member Board, of which the City Council appoints positions one through four and position five is appointed by Brazoria County. TIRZ No. 3 has a life of 40 years and has committed 50% of its sales tax and 100% of its property tax, less cost of service, for the duration, or until dissolved by the City. Brazoria County has committed 40% of its property tax beginning in 2013 (unless an earlier date is agreed to) for a period of 30 years from the first year payment.

South Manvel Development Authority

Upon the recommendation of the TIRZ No. 3 Board, the City Council authorized the submission of an application for formation of the South Manvel Development Authority (SMDA). SMDA is organized for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the common good and general welfare of the area included in TIRZ No. 3, as such boundaries may be amended from time to time, and neighboring areas and to promote, develop, encourage, and maintain housing, educational facilities, employment, commerce, and economic development in the City. SMDA was created on February 14, 2011, pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code, and Chapter 394, Texas Local Government Code. All powers of SMDA shall be vested in a board comprised of the same five Board members as TIRZ No. 3.

B. Government-Wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all nonfiduciary activities of the primary government and its component units. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, and other nonexchange transactions, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges to external customers for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

C. Basis of Presentation – Government-Wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds, while business-type activities incorporate data from the City's enterprise funds. Separate financial statements are provided for governmental funds and proprietary funds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the City's water and wastewater functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

D. Basis of Presentation – Fund Financial Statements

The fund financial statements provide information about the City's funds, including its blended component units. Separate statements for each fund category – governmental and proprietary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The City reports the following governmental funds:

The *general fund* is used to account for all financial transactions not properly includable in other funds. The principal sources of revenues include local property taxes, sales taxes, franchise fees, licenses and permits, fines and forfeitures, and intergovernmental revenue. Expenditures include general government; public safety; public works; library, parks, and recreation; and information technology. The general fund is always considered a major fund for reporting purposes.

The *debt service fund* is used to account for the payment of interest and principal on all general obligation bonds and other long-term debt of the City. The primary source of revenue for debt service is local property taxes. The debt service fund is considered a major fund for reporting purposes.

The *capital projects fund* is used to account for the expenditures of resources accumulated from the sales of bonds, as well as related interest earnings for capital improvement projects. The capital projects fund is considered a major fund for reporting purposes.

The *special revenue funds* are used to account for proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The special revenue funds include hotel taxes, court security, court technology, TIRZ No. 3, South Manvel Development Authority, community impact, law enforcement, park, PEG fee, municipal jury, and truancy prevention funds. These funds are considered nonmajor funds for reporting purposes.

The City reports the following enterprise fund:

The *enterprise fund* is used to account for the operations that provide water and wastewater collection and wastewater treatment operations. The services are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses including depreciation) of providing goods or services to the general public on a continuing basis will be financed or recovered primarily through user charges. The enterprise fund is considered a major fund for reporting purposes.

Additionally, the City reports the following fund type:

The *internal service fund* accounts for services provided to other departments of the City, or to other governments, on a cost reimbursement basis. The internal service fund is used to account for vehicle and equipment costs.

During the course of operations, the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements, these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as internal balances in the business-type activities column.

E. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as

current financial resources or *economic resources.* The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide and proprietary fund financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, franchise fees, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). All other revenue items are considered to be measurable and available only when cash is received by the City.

F. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Cash and Cash Equivalents

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. For the purpose of the statement of cash flows, the proprietary fund types consider temporary investments with maturity of three months or less when purchased to be cash equivalents.

2. Investments

Investments, except for certain investment pools, commercial paper, money market funds, and investment contracts, are reported at fair value. The investment pools operate in accordance with appropriate state laws and regulations and are reported at amortized cost. Money market funds, which are short-term highly liquid debt instruments that may include U.S. Treasury and agency obligations and commercial paper that have a remaining maturity of one year or less upon acquisition, are reported at amortized cost. Investments in nonparticipating interest earning contracts, such as certificates of deposit, are reported at cost.

The City has adopted a written investment policy regarding the investment of its funds as defined in the Public Funds Investment Act, Chapter 2256, Texas Government Code. In summary, the City is authorized to invest in the following:

Direct obligations of the U.S. Government or U.S. Government agencies
Fully collateralized certificates of deposit
Money market mutual funds that meet certain criteria
Bankers' acceptances
Statewide investment pools

3. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods (prepaid expenditures) are recognized as expenditures when utilized.

4. Restricted Assets

Certain proceeds of bonds, as well as other resources set aside for specific purposes, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants or contractual agreements. Restricted assets of the capital projects fund, enterprise fund, and the Corporation are restricted by bond covenants, customers deposits, and contractual agreements.

5. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. In accordance with GASB Statement No. 34, infrastructure has been capitalized retroactively. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of three years. Major road improvements of $50,000 or more are also recorded as capital assets. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Interest costs incurred in connection with construction of enterprise fund capital assets are capitalized when the effects of capitalization materially impact the financial statements.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Property, plant, and equipment of the primary government are depreciated using the straight-line method over the following estimated useful years.

Asset Description	Estimated Useful Life
Machinery and equipment	5 to 7 years
Buildings, improvements, and roads	10 to 60 years
Water and sewer system	55 years

6. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time.

Deferred outflows/inflows of resources are amortized as follows:

- Deferred outflows/inflows from pension/other postemployment benefits (OPEB) activities are amortized over the average of the expected service lives of pension/OPEB plan members, except for the net differences between the projected and actual investment earnings on the pension/OPEB plan assets, which are amortized over a period of five years.
- For employer pension/OPEB plan contributions that were made subsequent to the measurement date through the end of the City's fiscal year, the amount is deferred and recognized as a reduction to the net pension/OPEB liability during the measurement period in which the contributions were made.
- A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

At the fund level, the City has only one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue*, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from property taxes. This amount is deferred and recognized as an inflow of resources in the period that the amount becomes available.

7. Compensated Employee Absences

It is the City's policy to permit employees to accumulate earned but unused personal leave on a monthly basis up to a maximum of two times the employee's current accrual rate. Accrual rates are based upon the years of service. Compensatory time not used can also be accumulated. Non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation. Public safety employees are subject to a 480 hours cap on the accrual of compensatory time. Other employees are subject to a cap of 240 hours. Personal leave and compensatory time amounts accumulated may be paid to employees upon termination of employment or at retirement.

The estimated amount of compensation for services provided that is expected to be liquidated with expendable, available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it when it becomes due. Amounts of vested or accumulated vacation leave that are not expected to be liquidated with expendable, available financial resources are maintained separately and represent a reconciling item between the fund and government-wide presentations.

8. Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable

governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method, if material. Bonds payable are reported net of applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

The property tax rate is allocated each year between the general and debt service funds. The full amount estimated to be required for debt service on general obligation debt is provided by the tax along with interest earned in the debt service fund. Though a portion of the general obligation debt was directly related to the purchase of water and sewer infrastructure, the debt service expenditures are included in the governmental fund financial statements as they are expected to be paid from debt service tax revenues instead of water system revenues.

9. Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

10. Fund Balance Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

11. Fund Balance Policies

Fund balances of governmental funds are reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

Amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact are classified as nonspendable fund balance. Amounts that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions are classified as restricted.

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of an

ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

12. Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

13. Pensions

For the purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's fiduciary net position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

14. Other Postemployment Benefits

The City participates in a single-employer, unfunded, defined benefit group-term life insurance plan operated by TMRS known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. Benefit payments are treated as being equal to the employer's yearly contributions for retirees.

G. Revenues and Expenditures/Expenses

1. Program Revenues

Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

2. Property Taxes

Property taxes are levied on October 1 of each year, are due upon receipt of the City's tax bill, and become delinquent on February 1 of the following year. The City's tax lien exists from January 1 (the assessment date) each year until the taxes are paid.

3. Proprietary Funds Operating and Nonoperating Revenues and Expenses

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise fund are charges to customers for sales and services. The enterprise fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for the enterprise fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Annual budgets are adopted on a basis consistent with generally accepted accounting principles except the capital projects fund, which adopts a project length budget. The original budget is adopted by the City Council prior to the beginning of the year. The legal level of control as defined by the charter in the approved budget is the department level. The City Manager may transfer appropriations within a department without seeking the approval of City Council. Appropriations lapse at the end of the year. Encumbrance accounting is not utilized.

III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

As of September 30, 2021, the City had the following investments:

Investment Type	Fair Value	Weighted Average Maturity (Years)
TexPool	$ 440,201	0.10
TexSTAR	11,665,224	0.12
LOGIC	14,698,909	0.15
Total Fair Value	$ 26,804,334	
Portfolio weighted average maturity		0.14

Interest rate risk. In accordance with its investment policy, the City manages its exposure to declines in fair values by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations.

Credit risk. The City's investment policy limits investments in public fund investment pools rated as to investment quality not less than 'AAA' or 'AAA-m', or at an equivalent rating by at least one nationally recognized rating service. As of September 30, 2021, the City's investments in investment pools were rated 'AAA' or 'AAAm' by Standard & Poor's.

Custodial credit risk – deposits. In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's investment policy requires funds on deposit at the depository bank to be collateralized by securities. As of fiscal year end, the fair market values of pledged securities and FDIC coverage were more than the bank balances.

TexPool

TexPool was established as a trust company with the Treasurer of the State as trustee, segregated from all other trustees, investments, and activities of the trust company. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The advisory board members review the investment policy and management fee structure. Finally, Standard & Poor's rates TexPool 'AAAm'. As a requirement to maintain the rating, weekly portfolio information must be submitted to Standard & Poor's, as well as to the office of the Comptroller of Public Accounts for review.

TexPool is an external investment pool measured at amortized cost. In order to meet the criteria to be recorded at amortized cost, TexPool must transact at a stable net asset value per share and maintain certain maturity, quality, liquidity, and diversification requirements within TexPool. TexPool transacts at a net asset value of $1.00 per share, has weighted average maturities of 60 days or less, and weighted average lives of 120 days or less. Investments held are highly rated by nationally recognized statistical rating organizations, have no more than 5% of portfolio with one issuer (excluding U.S. government securities), and can meet reasonably foreseeable redemptions. TexPool has a redemption notice period of one day and may redeem daily. TexPool's authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium, or national state of emergency that affects TexPool's liquidity.

TexSTAR

The Texas Short-Term Asset Reserve Fund (TexSTAR) is a local government investment pool organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. TexSTAR was created in April 2002 by contract among its participating governmental units and is governed by a board of directors. JPMorgan Fleming Asset Management (USA), Inc. and First Southwest Asset Management, Inc. act as co-administrators, providing investment management services, participant services, and marketing. JPMorgan Chase Bank and/or its subsidiary, J.P. Morgan Investor Services, Inc., provide custodial, transfer agency, fund accounting, and depository services.

TexSTAR is measured at amortized cost. TexSTAR's strategy is to seek preservation of principal, liquidity, and current income through investment in a diversified portfolio of short-term marketable securities. The City has no unfunded commitments related to TexSTAR. TexSTAR has a redemption notice period of one day and may redeem daily. TexSTAR's authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium, or national or state emergency that affects TexSTAR's liquidity.

LOGIC

The Local Government Investment Cooperative (LOGIC) was created in 1994 by Texas local government officials who understand the specific needs and challenges of investing public funds. LOGIC is administered by Hilltop Securities and JPMorgan Chase. Together these organizations bring to the LOGIC program the powerful partnership of two leaders in financial services with a proven track record in local government investment pool management and extensive industry resources. LOGIC was rated "AAA" by Standard & Poor's.

B. Receivables

The following comprise receivable balances at September 30, 2021:

	Governmental Funds				Proprietary Fund	Component Unit
	General	Debt Service	Capital Projects	Nonmajor Governmental	Enterprise	Manvel Economic Dev. Corp.
Accounts	$ 222	$ -	$ 13,300	$ -	$ 104,786	$ -
Property taxes	119,580	47,843	-	-	-	-
Sales taxes	603,524	-	-	-	-	201,175
Hotel occupancy taxes	-	-	-	20,963	-	-
TIRZ#3	-	-	-	-	-	-
Franchise fees	120,029	-	-	4,212	-	-
Less allowances	(62,686)	(27,505)	-	-	(7,000)	-
Total	$ 780,669	$ 20,338	$ 13,300	$ 25,175	$ 97,786	$ 201,175

C. Capital Assets

A summary of changes in capital assets for governmental activities for the year ended September 30, 2021 is as follows:

	Beginning Balance	Increases	(Decreases)	Ending Balance
Governmental Activities:				
Capital assets not being depreciated:				
Land	$ 9,937,923	$ 181,750	$ -	$ 10,119,673
Construction in progress	13,000	2,275,309	(831,900)	1,456,409
Total nondepreciable assets	9,950,923	2,457,059	(831,900)	11,576,082
Other capital assets:				
Buildings, improvements, and roads	7,033,751	914,857	-	7,948,608
Machinery and equipment	3,250,590	884,848	(109,689)	4,025,749
Total other capital assets	10,284,341	1,799,705	(109,689)	11,974,357
Total capital assets	20,235,264	4,256,764	(941,589)	23,550,439
Less accumulated depreciation for:				
Buildings, improvements, and roads	(3,316,294)	(457,448)	-	(3,773,742)
Machinery and equipment	(2,436,409)	(264,362)	93,961	(2,606,810)
Total accumulated depreciation	(5,752,703)	(721,810)	93,961	(6,380,552)
Other capital assets, net	4,531,638	1,077,895	(15,728)	5,593,805
Governmental Activities Capital Assets, Net	$ 14,482,561	$ 3,534,954	$ (847,628)	17,169,887
			Less associated debt	(13,515,000)
			Plus unspent bond proceeds	3,221,650
			Net Investment in Capital Assets	$ 6,876,537

All capital assets constructed or paid for with funds of the component units are titled in the City's name. Accordingly, component units' capital assets and construction in progress are recorded in the governmental activities totals.

Depreciation was charged to governmental functions as follows:

General government	$ 124,058
Public safety	81,411
Public works	403,450
Internal service	112,891
Total Governmental Activities Depreciation Expense	$ 721,810

The following is a summary of changes in capital assets for business-type activities for the year ended September 30, 2021:

	Beginning Balance	Increases	(Decreases)	Ending Balance
Business-Type Activities:				
Capital assets not being depreciated:				
Land	$ 2,349,652	$ -	$ -	$ 2,349,652
Construction in progress	53,000	603,868	(53,000)	603,868
Total nondepreciable assets	2,402,652	603,868	(53,000)	2,953,520
Other capital assets:				
Water/sewer system	10,948,379	133,082	-	11,081,461
Machinery and equipment	227,189	-	-	227,189
Total other capital assets	11,175,568	133,082	-	11,308,650
Less accumulated depreciation for:				
Water/sewer system	(2,450,384)	(283,395)	-	(2,733,779)
Machinery and equipment	(148,418)	(20,674)	-	(169,092)
Total accumulated depreciation	(2,598,802)	(304,069)	-	(2,902,871)
Other capital assets, net	8,576,766	(170,987)	-	8,405,779
Business-Type Activities Capital Assets, Net	$ 10,979,418	$ 432,881	$ (53,000)	$ 11,359,299

Depreciation was charged to business-type functions as follows:

Water and sewer	$ 304,069

D. Long-Term Debt

The following is a summary of changes in the City's total long-term liabilities for the year ended September 30, 2021. In general, the City uses the general and debt service funds to liquidate long-term liabilities.

The long-term liabilities for the governmental activities at year end are as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities:					
Certificates of obligation	$ 19,535,000	$ -	$ (875,000)	$ 18,660,000	$ 895,000
Direct borrowings/placements:					
Certificates of obligation	1,510,000	-	(100,000)	1,410,000	105,000
Tax anticipation notes	320,000	-	(160,000)	160,000	160,000
General obligation bonds	1,390,000	-	(220,000)	1,170,000	225,000
Premium	483,057	-	(27,041)	456,016	-
Net pension liability	969,616	-	(134,780)	834,836	-
Total OPEB liability	83,493	30,083	-	113,576	-
Compensated absences	198,704	335,348	(219,221)	314,831	283,348
Total Governmental Activities	$ 24,489,870	$ 365,431	$ (1,736,042)	$ 23,119,259	$ 1,668,348

Long-Term Liabilities Due In More Than One Year	$ 21,450,911
Debt Associated with Governmental Capital Assets	$ 13,515,000
Debt Associated with Business-Type Capital Assets	$ 8,341,016
Add: Deferred loss on refunding	6,791
Less: Unspent bond proceeds	(7,169,906)
Business-Type Activities Net Related Debt	$ 1,177,901

The long-term liabilities for the business-type activities at year end are as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Business-Type Activities:					
Net pension liability	$ 21,556	$ -	$ (5,039)	$ 16,517	$ -
Compensated absences	1,181	6,933	(2,668)	5,446	4,901
Total Business-Type Activities	$ 22,737	$ 6,933	$ (7,707)	$ 21,963	$ 4,901

Due In More Than One Year	$ 17,062

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and, accordingly, are not reported as fund liabilities in the governmental funds. The governmental activities' compensated absences are generally liquidated by the general fund. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.

Long-term governmental activities debt at year end was comprised of the following debt issues:

Description	Interest Rates (%)	Balance
Governmental Activities		
Certificate of obligation bonds		
Certificates of Obligation, Series 2019	2.00-4.00	$ 3,320,000
Certificates of Obligation, Series 2018	3.00-3.50	8,785,000
Certificates of Obligation, Series 2017	3.00-4.00	3,105,000
Certificates of Obligation, Series 2016	3.00	3,450,000
From direct borrowings/placements:		
Certificates of Obligation, Series 2013	2.70	1,410,000
Total Certificate of Obligation Bonds		20,070,000
From direct borrowings/placements:		
Refunding Bonds, Series 2015	2.00	1,170,000
Total General Obligation Bonds		1,170,000
From direct borrowings/placements:		
Tax Anticipation Notes, Series 2014 (Water and Sewe	1.95	160,000
Total Tax Anticipation Notes		160,000
Total Governmental Activities Long-Term Debt		$ 21,400,000

The annual requirements to amortize debt issues outstanding at year end are as follows:

Certificates of Obligation			
Fiscal Year Ending Sept. 30	**Principal**	**Interest**	**Total Requirements**
2022	$ 895,000	$ 558,431	$ 1,453,431
2023	925,000	528,406	1,453,406
2024	945,000	497,506	1,442,506
2025	970,000	465,831	1,435,831
2026	990,000	434,181	1,424,181
2027-2031	5,340,000	1,687,056	7,027,056
2032-2036	6,010,000	852,219	6,862,219
2037-2040	2,585,000	102,373	2,687,373
Total	$ 18,660,000	$ 5,126,003	$ 23,786,003

The annual requirements to amortize debt issues outstanding for the direct borrowings/placements at year end are as follows:

Certificates of Obligation From Direct Borrowings/Placements

Fiscal Year Ending Sept. 30	Principal	Interest	Total Requirements
2022	$ 105,000	$ 32,930	$ 137,930
2023	105,000	30,987	135,987
2024	110,000	28,835	138,835
2025	110,000	26,525	136,525
2026	110,000	24,105	134,105
2027-2031	605,000	78,267	683,267
2032-2034	265,000	7,758	272,758
Total	$ 1,410,000	$ 229,407	$ 1,639,407

Tax Anticipation Notes From Direct Borrowings/Placements

Fiscal Year Ending Sept. 30	Principal	Interest	Total Requirements
2022	$ 160,000	$ 4,680	$ 164,680

General Obligation Bonds From Direct Borrowings/Placements

Fiscal Year Ending Sept. 30	Principal	Interest	Total Requirements
2022	$ 225,000	$ 23,400	$ 248,400
2023	235,000	18,900	253,900
2024	230,000	14,200	244,200
2025	240,000	9,600	249,600
2026	240,000	4,800	244,800
Total	$ 1,170,000	$ 70,900	$ 1,240,900

General obligation bonds, certificates of obligation, and tax anticipation notes are direct obligations of the City for which its full faith and credit are pledged. Repayment is from taxes levied on all taxable property located within the City.

The Corporation agreed to pay a portion of the Tax Anticipation Notes, Series 2014. During the fiscal year ending September 30, 2021, $93,510 was reimbursed by the Corporation to the debt service fund. The agreement extends through fiscal year 2022.

Federal Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions consisting of complex regulations with respect to issuance of tax-exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of tax-exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years for applicable bond issues. Accordingly, there is the risk that if such calculations are not performed, or not performed correctly, a substantial liability to the City could result. The City

periodically engages an arbitrage consultant to perform the calculations in accordance with IRS rules and regulations.

E. Operating Leases

The City entered into a new commercial lease (the "Lease") to lease a building for use as a public library on January 1, 2021. The Lease term is 36 months, from January 1, 2021 to December 31, 2023. The monthly payments of the Lease are $5,800 per month. The future minimum lease payments are as follows:

Fiscal Year Ended September 30	Future Minimum Lease Payments
2022	69,600
2023	69,600
2024	17,400
Total	$ 156,600

F. Interfund Transactions

Transfers between the primary government funds during the year were as follows:

Transfer In	Transfer Out	Amounts
Capital projects	Nonmajor governmental	$ 961,311
Capital projects	General	2,063,847
Nonmajor governmental	Nonmajor governmental	559,311
Utility	General	100,000
		$ 3,684,469

Amounts transferred between funds are related to transfers for capital improvements and contributions for various activities.

Payable Fund	Receivable Fund	Amounts
General	Capital projects	$ 350,000
Capital projects	General	37,575
Utility	General	20,150
		$ 407,725

Amounts recorded as due to/from are considered to be temporary loans and will be repaid during the following year.

G. Conduit Debt

The MCEFFC and MEFC issue bonds to finance or refinance educational facilities. These bonds are limited obligations of the issuer, payable solely from revenues received by the issuer pursuant to a loan agreement by and between the issuer and the borrower, as further secured by a deed of trust on certain real property of the borrower securing payments under such loan agreements. The related loan agreements and bonds payable have not been recorded in the financial statements of the City.

H. Fund Equity

As of September 30, 2021, $906,146 of the City's total fund balance is restricted by enabling legislation.

I. Restricted Assets

The balances of the restricted cash accounts recognized by the City are as follows:

	Capital Projects	Enterprise	Manvel Economic Dev. Corp.
Restricted for capital projects	$ 11,643,777	$ -	$ -
Restricted for customer deposits	-	139,300	-
Restricted for intergovernmental agreements	-	-	2,616,136
Total Cash and Cash Equivalents	$ 11,643,777	$ 139,300	$ 2,616,136

IV. OTHER INFORMATION

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the City participates along with 2,617 other entities in the Texas Municipal League's Intergovernmental Risk Pools (the "Pool"). The Pool purchases commercial insurance at group rates for participants in the Pool. The City has no additional risk or responsibility to the Pool, outside of the payment of insurance premiums. The City has not significantly reduced insurance coverage or had settlements that exceeded coverage amounts for the past three years.

B. Contingent Liabilities

Amounts received or receivable from granting agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures that may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported. Claim liabilities are calculated considering the effects of inflation, recent claim settlement trends including frequency and amount of payouts, and other economic and social factors. No claim liabilities are reported at year end. The City is also unaware of any liabilities related to active economic incentive and development agreements.

C. Pension Plan

Texas Municipal Retirement System

Plan Description

The City participates as one of 895 plans in the defined benefit cash-balance plan administered by TMRS. TMRS is a statewide public retirement plan created by the State and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the "TMRS Act") as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State. TMRS issues a publicly available Annual Comprehensive Financial Report that can be obtained at www.tmrs.com.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits, with interest, were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payment options. Members may also choose to receive a portion of their benefit as a partial lump sum distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75 percent of the member's deposits and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City were as follows:

	2021	2020
Employee deposit rate	7.00%	7.00%
Matching ratio (City to employee)	2 to 1	2 to 1
Years required for vesting	5	5
Service requirement eligibility (expressed as age/yrs of service)	60/5, 0/20	60/5, 0/20
Updated service credit	100%	100%
Annuity increase (to retirees)	70% of CPI	70% of CPI

Employees Covered by Benefit Terms

At the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	12
Inactive employees entitled to, but not yet receiving, benefits	44
Active employees	60
Total	116

Contributions

The contribution rates for employees in TMRS are either five percent, six percent, or seven percent of employee gross earnings, and the City-matching percentages are either 100 percent, 150 percent, or 200 percent, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary using the Entry Age Normal (EAN) actuarial cost method. The City's contribution rate is based on the liabilities created from the benefit plan options selected by the City and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 7 percent of their annual gross earnings during the fiscal year. The contribution rates for the City were 10.70 percent and 9.97 percent in calendar years 2020 and 2021, respectively. The City's contributions to TMRS for the fiscal year ended September 30, 2021 were $402,667, which were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2020 and the Total Pension Liability (TPL) used to calculate the NPL was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The TPL in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	3.00% per year
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-Distinct 2019 Municipal Retirees of Texas mortality tables. The rates for active members, healthy retirees, and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a four-year set-forward for males and a three-year set-forward for females. In addition, a 3.5 percent and 3.0 percent minimum mortality rate is applied for males and females, respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The postretirement mortality assumption for annuity purchase rates is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation, as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected

future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, the actuary focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

Assets Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	30.0%	5.30%
Core Fixed Income	10.0%	1.25%
Non-Core Fixed Income	20.0%	4.14%
Real Return	10.0%	3.85%
Real Estate	10.0%	4.00%
Absolute Return	10.0%	3.48%
Private Equity	10.0%	7.75%
Total	100.0%	

Discount Rate

The discount rate used to measure the TPL was 6.75 percent. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the TMRS fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the TPL.

Changes in the NPL

	Increase (Decrease)		
	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Changes for the year:			
Service cost	$ 447,829	$ -	$ 447,829
Interest	314,840	-	314,840
Difference between expected and actual experience	(22,274)	-	(22,274)
Changes of assumptions	-	-	-
Contributions - employer	-	369,735	(369,735)
Contributions - employee	-	241,883	(241,883)
Net investment income	-	270,412	(270,412)
Benefit payments, including refunds of employee contributions	(211,948)	(211,948)	-
Administrative expense	-	(1,746)	1,746
Other changes	-	(69)	69
Net Changes	528,447	668,267	(139,820)
Balance at December 31, 2019	4,546,358	3,555,185	991,173
Balance at December 31, 2020	$ 5,074,805	$ 4,223,452	$ 851,353

Sensitivity of the NPL to Changes in the Discount Rate

The following presents the NPL of the City, calculated using the discount rate of 6.75 percent, as well as what the City's NPL would be if it were calculated using a discount rate that is one percentage point lower (5.75%) or one percentage point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's Net Pension Liability	$ 1,644,750	$ 851,353	$ 209,127

Pension Plan Fiduciary Net Position

Detailed information about the TMRS fiduciary net position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at www.tmrs.com.

Pension Expense and Deferred Outflows/Deferred Inflows of Resources Related to Pensions

For the fiscal year ended September 30, 2021, the City recognized pension expense of $264,124.

At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 9,484	$ 29,063
Changes in actuarial assumptions	-	4,418
Net difference between projected and actual investment earnings	-	96,873
Contributions subsequent to the measurement date	297,723	-
Total	$ 307,207	$ 130,354

$297,723 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the NPL for the fiscal year ending September 30, 2022. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ended September 30	Pension Expense
2022	$ (39,813)
2023	(14,103)
2024	(56,999)
2025	(9,955)
2026	-
Thereafter	-
Total	$ (120,870)

D. Other Postemployment Benefits

TMRS Supplemental Death Benefit

Plan Description

The City participates in a defined benefit OPEB plan administered by TMRS. TMRS administers the defined benefit group-term life insurance plan known as the SDBF. This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage for their active members, including or not including retirees. Employers may terminate coverage under, and discontinue participation in, the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The member city contributes to the SDBF at a contractually required rate (based on the covered payroll of employee members) as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. The intent is not to pre-fund retiree term life insurance during employees' entire careers. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). As such, the SDBF is considered to be a single-employer unfunded OPEB defined benefit plan with benefit payments treated as being equal to the employer's yearly contributions for retirees.

The contributions to the SDBF are pooled for investment purposes with those of the Pension Trust Fund (PTF). The TMRS Act requires the PTF to allocate a 5% interest credit from investment income to the SDBF on an annual basis each December 31 based on the mean balance in the SDBF during the year.

Benefits

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an OPEB and is a fixed amount of $7,500. As the SDBF covers both active and retiree participants with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan (i.e., no assets are accumulated).

Participation in the SDBF as of December 31, 2020 is summarized below:

Inactive employees or beneficiaries currently receiving benefits	10
Inactive employees entitled to, but not yet receiving, benefits	8
Active employees	60
Total	78

Total OPEB Liability

The City's total OPEB liability of $113,576 was measured as of December 31, 2020 and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs

The total OPEB liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.5%
Salary increases	3.5% to 11.5% including inflation
Discount rate*	2.0%
Administrative expenses	All administrative expenses are paid through the PTF and accounted for under reporting requirements under GASB 68.
Mortality - service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality - disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for

*The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2020.

The actuarial assumptions used in the December 31, 2020 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

Changes in the Total OPEB Liability

	Increase (Decrease) Total OPEB Liability
Changes for the year:	
Service cost	$ 8,639
Interest	2,410
Difference between expected and actual experience	1,427
Changes of assumptions	17,953
Benefit payments	(346)
Net Changes	30,083
Balance at December 31, 2019	83,493
Balance at December 31, 2020	$ 113,576

There were no other changes of assumptions or other inputs that affected measurement of the total OPEB liability during the measurement period.

There were no changes of benefit terms that affected measurement of the total OPEB liability during the measurement period.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

	1% Decrease (1.00%)	Discount Rate (2.00%)	1% Increase (3.00%)
City's Total OPEB Liability	$ 145,485	$ 113,576	$ 90,403

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended September 30, 2021, the City recognized OPEB expense of $16,058. The City reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 2,377	$ 1,473
Changes in actuarial assumptions	30,391	3,310
Contributions subsequent to the measurement date	896	-
Total	$ 33,664	$ 4,783

$896 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the fiscal year ending September 30, 2022.

Amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ended September 30	OPEB Expense Amount
2022	$ 5,009
2023	5,009
2024	5,009
2025	4,891
2026	4,413
Thereafter	3,654
Total	$ 27,985

E. Economic Incentive and Development Agreements

1. Manvel Economic Development Memorandum of Understanding

The City and the Corporation furthered the Memorandum of Understanding (MOU) of July 2, 2018, by entering into an agreement by resolution on March 15, 2021. The Corporation has agreed to assist in the future funding for a certain 160-acre tract (the "Tract") and to construct certain improvements within the Tract to develop a municipal complex, including regional ballfields (the "Project"). With the common goals of economic synergy, planning efficiency, and prudent budget development, the City and the Corporation agreed to set forth their planned joint commitment to fund the development of the Project. The City agreed to continue to take all steps to acquire the property and plan for the Project, including pursuing surveying, environmental assessment, legal, engineering, and estimation of

development costs. The Corporation agreed to reserve 90% of sales tax revenue received, beginning with sales tax received during the 2019 fiscal year. The Corporation confirmed its intent to participate in providing funding for the development of the Project, subject to all procedural and budgetary requirements. During the fiscal year ending September 30, 2021, the Corporation received and restricted $1,017,743 related to this MOU.

2. Manvel Town Center, LP and Brazoria County Municipal Utility District No. 42

The City entered into a development agreement (the "Agreement") with Manvel Town Center, LP, and Brazoria County Municipal Utility District No. 42 (the "District") dated January 1, 2014. The Agreement empowers the City to provide economic development incentives in accordance with Chapter 380, Texas Local Government Code.

The Agreement shall remain in effect until December 31, 2044, unless earlier terminated for reasons noted in the Agreement. On or before August 15, 2015, the City agreed to create the economic development fund (the "Fund") and to deposit into such Fund annually during the term of the Agreement, the calculated annual payment as provided by the terms of the Agreement. The Agreement, pursuant to Chapter 380, has a term of 30 years with the base year beginning January 1, 2014.

Economic development revenues shall be the increment over the base year of 50% of the ad valorem taxes attributable to maintenance tax and 50% of the sales and use taxes collected during the term of the Agreement, but not to exceed a maximum total payout of $42,035,541. The City will subtract and retain an amount equal to 5% of the increment representing City administrative expenses. The City is required to make payments to the Fund by August 15 each year with the first payment due following the receipt of written notice from the District of the commencement of construction of the improvements by or on behalf of the District. The City did not recognize any expenditures related to this Agreement during the fiscal year ended September 30, 2021.

3. Sonmar of Scottsdale, LLC and Brazoria County Municipal Utility District No. 30

The City entered into an economic development agreement with Sonmar of Scottsdale, LLC (the "Developer") and an interlocal agreement with Brazoria County Municipal Utility District No. 30 (the "District") dated March 24, 2008 (the "Agreements"). The Agreements empower the City to provide economic development incentives in accordance with Chapter 380, Texas Local Government Code.

The Developer has agreed to advance funds to the City for costs related to the Agreements, which the City will repay with interest. The Developer has also agreed to construct certain public improvements and capital investments of approximately $400,000,000. The City agreed to create an economic development fund (the "Fund") once the City starts receiving sales taxes generated within the boundaries noted within the Agreements. The City agreed to deposit 100% of these sales tax revenues into the Fund. The District also agreed to participate with sales tax revenues to be generated from this development. The sales tax revenues will be used to repay Developer advances, pay "performance-based grants" to the Developer as outlined in the Agreements, and finance improvements as noted in both Agreements. The maximum payout of the performance-based grants plus all payments made under the Agreements shall not exceed $46,000,000. The Agreements shall remain in effect for an initial term of 35 years, unless earlier terminated for reasons noted in the Agreements. The City did not recognize any expenditures related to these Agreements during the fiscal year ended September 30, 2021.

4. Milestone South Six Development, Ltd. and Brazoria County Municipal Utility District No. 30

The City entered into a development agreement (the "Agreement") with Milestone South Six Development, Ltd. (the "Developer"), and Brazoria County Municipal Utility District No. 30 (the

"District") dated February 9, 2004. Under this Agreement, the Developer agreed to reimburse the City for expenses relating to the creation of the District. The District has agreed to construct water, wastewater, and drainage facilities as outlined in the Agreement financed through the issuance of bonds. In consideration of the development of land within the District, the related increase in the taxable values, and the desire to more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes, the City has agreed to make annual tax "rebate" payments to the District.

Annual tax "rebates" are determined using the lower of either the rate per $100 of taxable assessed valuation, or a percentage of the then-current City tax rate as follows:

Years	Rebate
1 – 10	$0.30 or 42% of actual City tax rate
11 – 20	$0.25 or 35% of actual City tax rate
Thereafter	$0.20 or 20% of actual City tax rate

The Agreement includes an exception using a "Test Rate" calculation as outlined in the Agreement in which the annual payments shall be reduced based upon this calculation. If the annual payment is reduced to zero pursuant to the Agreement for three years in a row, the annual payment obligation of the City shall be terminated.

All City payments received by the District shall be deposited into the District's debt service fund to be used solely for the payment of the District's bonded indebtedness. Annual payments shall begin on May 1 in the calendar year following the calendar year in which the District delivers its first series of bonds to which its ad valorem taxes are pledged and shall be payable each May 1 thereafter. This Agreement shall remain in effect until the earlier of the dissolution of the District by the City or the expiration of 40 years from the effective date of the Agreement. The City did not recognize any expenditures related to this Agreement during the fiscal year ended September 30, 2021.

5. Brazoria County Municipal Utility District No. 43

The City entered into a Memorandum of Interlocal and Development Agreement (the "Agreement") with the Brazoria County Municipal Utility District No. 43 (the "District") on April 2, 2018, for the design, financing, and construction of certain public improvements on the 267.7 acres located in the District (the "Property"). The City has agreed to provide regional improvement incentives in the form of financial assistance and the construction of certain improvements to the District to induce the District to provide valuable goods and development services to the City, and to finance the construction of valuable public improvements on behalf of the City, and to encourage and promote the development of the District. The District is willing to construct or cause to be constructed certain additional public improvements of behalf of the City in exchange for the City's participation in funding such improvements.

The City and the District anticipate that the improvements will be built by the District using funds advanced to the District from the Developer for eligible project costs, and the District will reimburse the Developer. The City anticipates that the District will develop the Property in the near future.

It is anticipated that the District will finance, with no assistance from the City, public improvements in addition to the improvements that are subject to the Agreement at an estimated cost of approximately $27 million. Included in the facility costs funded by the City are the design/phasing costs, sanitary sewer collection facilities, wastewater treatment plant facilities, water distribution, water supply facilities, regional road improvements (Del Bello Boulevard, Manvel Parkway, Texas Department of Transportation Ramps at State Highway 288, and Del Bello Bridge, Dogwood Bridge over Guld Coast Water Authority canal), and any additional projects mutually agreed to. The costs of the Del Bello

Boulevard and Dogwood Bridges are reimbursable expenses that will be paid to the City from the Brazoria County 43 Regional Improvements Fund (the "Fund"). The District agrees to furnish all goods, materials, and services as and when required in connection with the construction of its improvements. Upon completion, all constructed facilities shall be conveyed to the City.

The Fund is established by the City, and the City has agreed to pay the Fund the increment based on the actual collection for each year such funds are collected. The first payment to the Fund was to be March 1, 2020 for the tax year 2019 and it was to include all sales tax increments effective from that date. No sales tax generating property was constructed by March 2020. As a result, the City did not owe a payment on March 1, 2020. The payments shall be made semi-annually. The Property improvements will be built by the District using the funds advanced, and the District will reimburse the Developer with interest.

The District may sell District bonds secured by a pledge of revenues from the Fund (i.e., contract revenue bonds), in addition to a pledge of the District's taxes costs associated. The Fund may have sufficient funds available to reimburse the Developer or the City directly instead of selling District bonds, and thus may take advantage of savings for reduced issuance costs and interest. The City recognized expenditures of $36,095 related to this Agreement during the fiscal year ended September 30, 2021.

F. TIRZ No. 3 Financing Agreements

The City has entered into a shared financing agreement between the City, TIRZ No. 3, SMDA, Brazoria County MUD No. 56, and Brazoria County MUD No. 57 dated December 29, 2010 to provide for the joint financing, design, construction, and operation of the TIRZ No. 3 plan projects.

The City has entered into a development financing agreement. The developer agrees to convey to the SMDA a parcel of land to be used as an interim park site until a permanent site can be determined. The SMDA or the City may erect recreational improvements on the site at their expense. On February 12, 2012, the SMDA approved a special warranty deed conveying a parcel of land for such purposes.

G. Pipeline Deposit Agreements

The City has entered into agreements with pipeline companies, such as Phillips 66 Pipeline LLC; EPO Pipeline, LLC; Enterprise Crude Pipeline, LLC; and Lavaca Pipeline, LLC for the purpose of constructing, maintaining, laying, operating, and/or repairing pipelines utilized for the transportation of liquids or gaseous materials along the right-of-ways and/or under certain roads located in the City. As of September 30, 2021, the balance for the pipeline deposit is $165,241.

REQUIRED SUPPLEMENTARY INFORMATION

(This page intentionally left blank.)

City of Manvel, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND

For the Year Ended September 30, 2021

	Budgeted Amounts			Variance with Final Budget
	Original Budget	Budget as Amended	Actual	Positive (Negative)
Revenues				
Property taxes	$ 3,865,539	$ 3,865,539	$ 3,810,079	$ (55,460)
Sales taxes	1,843,000	1,993,000	2,227,258	234,258
Other taxes and fees	565,000	565,000	575,113	10,113
Charges for services	22,000	22,000	57,367	35,367
Licenses and permits	3,965,754	4,705,754	4,604,081	(101,673)
Fines and forfeitures	305,000	305,000	234,194	(70,806)
Intergovernmental	13,700	13,700	1,927	(11,773)
Investment earnings	85,000	85,000	5,966	(79,034)
Other revenues	28,400	28,400	42,566	14,166
Total Revenues	10,693,393	11,583,393	11,558,551	(24,842)
Expenditures				
Current:				
General government	3,442,045	3,442,045	2,907,637	534,408
Public safety	4,116,057	4,116,057	3,468,432	647,625
Public works	1,688,262	1,788,262	1,587,913	200,349
Library, parks, and recreation	90,300	90,300	82,759	7,541
Information technology	398,049	398,049	363,370	34,679
Total Expenditures	9,734,713	9,834,713	8,410,111	1,424,602
Excess of Revenues Over Expenditures	958,680	1,748,680	3,148,440	1,399,760
Other Financing Sources (Uses)				
Transfers (out)	(958,680)	(1,748,680)	(2,163,847)	(415,167)
Total Other Financing (Uses)	(958,680)	(1,748,680)	(2,163,847)	(415,167)
Net Change in Fund Balance	$ -	$ -	984,593	$ 984,593
Beginning fund balance			6,983,272	
Ending Fund Balance			$ 7,967,865	

Notes to Required Supplementary Information:

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of Manvel, Texas

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM

For the Year Ended September 30, 2021

	Measurement Year *			
	2020	**2019**	**2018**	**2017**
Total Pension Liability				
Service cost	$ 447,829	$ 402,039	$ 346,152	$ 327,328
Interest (on the total pension liability)	314,840	279,081	247,393	215,662
Changes of benefit terms	-	-	-	-
Difference between expected and actual experience	(22,274)	15,936	(22,918)	(9,405)
Change of assumptions	-	(7,422)	-	-
Benefit payments, including refunds of employee contributions	(211,948)	(153,585)	(104,642)	(41,182)
Net Change in Total Pension Liability	528,447	536,049	465,985	492,403
Beginning total pension liability	4,546,358	4,010,309	3,544,324	3,051,921
Ending Total Pension Liability	5,074,805	4,546,358	4,010,309	$ 3,544,324
Plan Fiduciary Net Position				
Contributions - employer	$ 369,735	$ 358,113	$ 326,460	$ 322,099
Contributions - employee	241,883	216,150	183,704	173,979
Net investment income	270,412	419,105	(71,097)	234,361
Benefit payments, including refunds of employee contributions	(211,948)	(153,585)	(104,642)	(41,182)
Administrative expense	(1,746)	(2,374)	(1,381)	(1,219)
Other	(69)	(71)	(71)	(62)
Net Change in Plan Fiduciary Net Position	668,267	837,338	332,973	687,976
Beginning plan fiduciary net position	3,555,185	2,717,847	2,384,874	1,696,898
Ending Plan Fiduciary Net Position	4,223,452	3,555,185	2,717,847	$ 2,384,874
Net Pension Liability/(Asset)	851,353	991,173	1,292,462	$ 1,159,450
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	83.22%	78.20%	67.77%	67.29%
Covered Payroll	$ 3,455,470	$ 3,087,860	$ 2,624,349	$ 2,485,407
Net Pension Liability as a Percentage of Covered Payroll	24.64%	32.10%	49.25%	46.65%

*Only seven years of information is currently available.
The City will build this schedule over the next three-year period.

Measurement Year*		
2016	**2015**	**2014**
$ 278,209	$ 217,485	$ 98,272
176,347	90,331	76,628
999,103	-	46,383
149,739	(13,322)	7,393
-	49,239	-
(51,625)	(50,564)	(41,731)
1,551,773	293,169	186,945
1,500,148	1,206,979	1,020,034
$ 3,051,921	$ 1,500,148	$ 1,206,979
$ 117,468	$ 95,238	$ 34,683
145,550	121,889	63,755
94,003	1,807	63,289
(51,625)	(50,564)	(41,731)
(1,063)	(1,101)	(661)
(57)	(54)	(54)
304,276	167,215	119,281
1,392,622	1,225,407	1,106,126
$ 1,696,898	$ 1,392,622	$ 1,225,407
$ 1,355,023	$ 107,526	$ (18,428)
55.60%	92.83%	101.53%
$ 2,079,289	$ 1,741,276	$ 1,275,100
65.17%	6.18%	(1.45%)

City of Manvel, Texas

SCHEDULE OF CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM
For the Year Ended September 30, 2021

	Fiscal Year *			
	2021	**2020**	**2019**	**2018**
Actuarially determined contribution	$ 297,723	$ 368,856	$ 347,650	$ 319,360
Contributions in relation to the actuarially determined contribution	297,723	368,856	350,542	319,360
Contribution deficiency (excess)	$ -	$ -	$ (2,892)	$ -
Covered payroll	$ 3,966,974	$ 3,371,683	$ 2,966,052	$ 2,538,625
Contributions as a percentage of covered payroll	7.51%	10.94%	11.72%	12.58%

*Only eight years of information is currently available. The City will build this schedule over the next two-year period.

Notes to Required Supplementary Information:

1. Valuation Date:

Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

2. Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	21 years
Asset valuation method	10 year smoothed market; 12% soft corridor
Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Investment rate of return	6.75%
Retirement age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period December 31, 2014-December 31, 2018.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUM(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

3. Other Information:

There were no benefit changes during the year.

Fiscal Year*			
2017	**2016**	**2015**	**2014**
$ 267,555	$ 109,865	$ 76,909	$ 31,916
267,555	109,865	76,909	31,916
$ -	$ -	$ -	$ -
$ 2,406,957	$ 1,960,061	$ 1,560,104	$ 1,232,533
11.12%	5.61%	4.93%	2.59%

(This page intentionally left blank.)

City of Manvel, Texas

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS

TEXAS MUNICIPAL RETIREMENT SYSTEM

For the Year Ended September 30, 2021

	Measurement Year *			
	2020	**2019**	**2018**	**2017**
Total OPEB Liability				
Service cost	$ 8,639	$ 4,941	$ 5,249	$ 4,225
Interest (on the total OPEB liability)	2,410	2,367	2,007	1,857
Difference between expected and actual experience	1,427	(2,025)	1,868	-
Change of assumptions	17,953	17,026	(5,371)	5,298
Benefit payments, including refunds of employee contributions **	(346)	(309)	(525)	(249)
Net Change in Total OPEB Liability	30,083	22,000	3,228	11,131
Beginning total OPEB liability	83,493	61,493	58,265	47,134
Ending Total OPEB Liability	$ 113,576	$ 83,493	$ 61,493	$ 58,265
Covered Payroll	$ 3,455,470	$ 3,087,860	$ 2,624,349	$ 2,485,407
Total OPEB Liability as a Percentage of Covered Payroll	3.29%	2.70%	2.34%	2.34%

* Only four years of information is currently available. The City will build this schedule over the next six-year period.

** Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

Notes to Required Supplementary Information:

1. Valuation Date:

Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

2. Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Entry age normal
Inflation	2.5%
Salary increases	3.5% to 11.5% including inflation
Discount rate	2.0%
Administrative expenses	All administrative expenses are paid through the PTF and accounted for under reporting requirements under GASB 68.
Mortality - service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality - disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

Other Information:

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75 to pay related benefits.

The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2020.

There were no benefit changes during the year.

(This page intentionally left blank.)

COMBINING STATEMENTS AND SCHEDULES

City of Manvel, Texas

COMBINING BALANCE SHEET

NONMAJOR GOVERNMENTAL FUNDS (Page 1 of 2)

September 30, 2021

	Special Revenue Funds			
	Hotel Taxes	**Court Security**	**Court Technology**	**TIRZ No. 3**
Assets				
Cash	$ 674,105	$ 29,892	$ 22,561	$ -
Receivables, net	20,963	-	-	-
Total Assets	$ 695,068	$ 29,892	$ 22,561	$ -
Liabilities				
Accounts payable and accrued liabilities	$ -	$ -	$ 842	$ -
Total Liabilities	-	-	842	-
Fund Balances				
Restricted for:				
Enabling legislation	$ 695,068	$ 29,892	$ 21,719	$ -
Tax increment reinvestment zone	-	-	-	-
Special projects	-	-	-	-
Total Fund Balances	$ 695,068	$ 29,892	$ 22,561	$ -

Special Revenue Funds					
South Manvel Dev. Auth.	Community Impact	Law Enforcement	Park	PEG Fee	Municipal Jury
$ 512,145	$ -	$ 4,020	$ 503,231	$ 151,235	$ 38
-	-	-	-	4,212	-
$ 512,145	$ -	$ 4,020	$ 503,231	$ 155,447	$ 38
$ -	$ -	$ -	$ 1,156	$ -	-
-	-	-	1,156	-	-
$ -	$ -	$ 4,020	$ -	$ 155,447	$ 38
512,145	-	-	-	-	-
-	-	-	502,075	-	-
$ 512,145	$ -	$ 4,020	$ 503,231	$ 155,447	$ 38

(This page intentionally left blank.)

City of Manvel, Texas

COMBINING BALANCE SHEET

NONMAJOR GOVERNMENTAL FUNDS (Page 2 of 2)

September 30, 2021

	Special Revenue Funds	Total Nonmajor Governmental Funds
	Truancy Prevention	
Assets		
Cash	$ 1,913	$ 1,897,189
Receivables, net	-	25,175
Total Assets	$ 1,913	$ 1,922,364
Liabilities		
Accounts payable and accrued liabilities	$ -	$ 1,998
Total Liabilities	-	1,998
Fund Balances		
Restricted for:		
Enabling legislation	$ 1,913	$ 906,146
Tax increment reinvestment zone	-	512,145
Special projects	-	502,075
Total Fund Balances	$ 1,913	$ 1,922,364

City of Manvel, Texas

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES NONMAJOR GOVERNMENTAL FUNDS (Page 1 of 2)

For the Year Ended September 30, 2021

	Special Revenue Funds			
	Hotel Taxes	**Court Security**	**Court Technology**	**TIRZ No. 3**
Revenues				
Property taxes	$ -	$ -	$ -	$ 95,774
Sales taxes	-	-	-	34,393
Other fees	-	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	6,646	5,934	-
Hotel taxes	71,830	-	-	-
Investment earnings	-	-	-	44
Total Revenues	71,830	6,646	5,934	130,211
Expenditures				
General government	3,598	-	11,733	-
Total Expenditures	3,598	-	11,733	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	68,232	6,646	(5,799)	130,211
Other Financing Sources (Uses)				
Transfers in	-	-	-	-
Transfers (out)	-	-	-	(130,211)
Total Other Financing Sources (Uses)	-	-	-	(130,211)
Net Change in Fund Balances	68,232	6,646	(5,799)	-
Beginning fund balances	626,836	23,246	27,518	-
Ending Fund Balances	$ 695,068	$ 29,892	$ 21,719	$ -

Special Revenue Funds					
South Manvel Dev. Auth.	Community Impact	Law Enforcement	Park	PEG Fee	Municipal Jury
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	
-	-	-	-	18,320	-
-	713,189	-	-	-	-
-	-	-	-	-	38
-	-	-	-	-	-
296	500	-	-	-	-
296	713,689	-	-	18,320	38
-	-	-	36,679	-	-
-	-	-	36,679	-	-
296	713,689	-	(36,679)	18,320	38
130,211	-	-	429,100	-	-
-	(1,390,411)	-	-	-	-
130,211	(1,390,411)	-	429,100	-	-
130,507	(676,722)	-	392,421	18,320	38
381,638	676,722	4,020	109,654	137,127	-
$ 512,145	$ -	$ 4,020	$ 502,075	$ 155,447	$ 38

(This page intentionally left blank.)

City of Manvel, Texas

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES NONMAJOR GOVERNMENTAL FUNDS (Page 2 of 2)

For the Year Ended September 30, 2021

	Special Revenue Funds	Total Nonmajor Governmental Funds
	Truancy Prevention	
Revenues		
Property taxes	$ -	$ 95,774
Sales taxes		34,393
Other fees	-	18,320
Charges for services	-	713,189
Fines and forfeitures	1,913	12,580
Hotel taxes	-	71,830
Investment earnings	-	840
Total Revenues	1,913	946,926
Expenditures		
General government	-	52,010
Total Expenditures	-	52,010
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,913	894,916
Other Financing Sources (Uses)		
Transfers in	-	559,311
Transfers (out)	-	(1,520,622)
Total Other Financing Sources (Uses)	-	(961,311)
Net Change in Fund Balances	1,913	(66,395)
Beginning fund balances	-	1,986,761
Ending Fund Balances	$ 1,913	$ 1,920,366

(This page intentionally left blank.)

City of Manvel, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL

DEBT SERVICE FUND

For the Year Ended September 30, 2021

	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues				
Property taxes	$ 1,994,182	$ 1,994,182	$ 1,990,761	$ (3,421)
Intergovernmental	92,632	92,632	93,510	878
Investment income	20,000	20,000	2,403	(17,597)
Total Revenues	2,106,814	2,106,814	2,086,674	(20,140)
Expenditures				
Current:				
Principal	1,355,000	1,355,000	1,355,000	-
Interest and fiscal charges	659,762	659,762	657,411	2,351
Total Expenditures	2,014,762	2,014,762	2,012,411	2,351
Net Change in Fund Balance	$ 92,052	$ 92,052	74,263	$ (17,789)
Beginning fund balance			394,628	
Ending Fund Balance			$ 468,891	

City of Manvel, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL NONMAJOR SPECIAL REVENUE FUNDS

For the Year Ended September 30, 2021

	Hotel Taxes			
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues				
Hotel taxes	$ 40,000	$ 40,000	$ 71,830	$ 31,830
Total Revenues	40,000	40,000	71,830	31,830
Expenditures				
Current:				
General government	40,000	40,000	3,598	36,402
Total Expenditures	40,000	40,000	3,598	36,402
Net Change in Fund Balance	$ -	$ -	68,232	$ 68,232
Beginning fund balance			626,836	
Ending Fund Balance			$ 695,068	

	Court Security			
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues				
Fines and forfeitures	$ 8,000	$ 8,000	$ 6,646	$ (1,354)
Total Revenues	8,000	8,000	6,646	(1,354)
Expenditures				
Current:				
Public safety	8,000	8,000	-	8,000
Total Expenditures	8,000	8,000	-	8,000
Net Change in Fund Balance	$ -	$ -	6,646	$ 6,646
Beginning fund balance			23,246	
Ending Fund Balance			$ 29,892	

City of Manvel, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL (Continued)

NONMAJOR SPECIAL REVENUE FUNDS

For the Year Ended September 30, 2021

	Court Technology			
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues				
Fines and forfeitures	$ 9,000	$ 9,000	$ 5,934	$ (3,066)
Total Revenues	9,000	9,000	5,934	(3,066)
Expenditures				
Current:				
General government	15,000	15,000	11,733	3,267
Total Expenditures	15,000	15,000	11,733	3,267
Excess (Deficiency) of Revenues Over (Under) Expenditures	(6,000)	(6,000)	(5,799)	201
Other Financing Sources (Uses)				
Transfers in	6,000	6,000	-	(6,000)
Total Other Financing (Uses)	6,000	6,000	-	(6,000)
Net Change in Fund Balance	$ -	$ -	(5,799)	$ (12,333)
Beginning fund balance			27,518	
Ending Fund Balance			$ 21,719	

	TIRZ No.#3			
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues				
Property taxes	$ 68,500	$ 68,500	$ 95,774	$ 27,274
Investment earnings	500	500	44	(456)
Total Revenues	69,000	69,000	130,211	61,211
Other Financing Sources (Uses)				
Transfers (out)	(69,000)	(69,000)	(130,211)	(61,211)
Total Other Financing (Uses)	(69,000)	(69,000)	(130,211)	(61,211)
Net Change in Fund Balance	$ -	$ -	-	$ -
Beginning fund balance			-	
Ending Fund Balance			$ -	

City of Manvel, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL (Continued)

NONMAJOR SPECIAL REVENUE FUNDS

For the Year Ended September 30, 2021

	South Manvel Development Authority			
	Original Budget Amounts	**Final Budget Amounts**	**Actual Amounts**	**Variance with Final Budget Positive (Negative)**
Revenues				
Investment earnings	$ 3,500	$ 3,500	$ 296	$ (3,204)
Total Revenues	3,500	3,500	296	(3,204)
Expenditures				
Current:				
General government	5,000	5,000	-	5,000
Total Expenditures	5,000	5,000	-	5,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,500)	(1,500)	296	1,796
Other Financing Sources (Uses)				
Transfers in	69,000	69,000	130,211	61,211
Total Other Financing Sources	69,000	69,000	130,211	61,211
Net Change in Fund Balance	$ 67,500	$ 67,500	130,507	$ 63,007
Beginning fund balance			381,638	
Ending Fund Balance			$ 512,145	

	Community Impact			
	Original Budget Amounts	**Final Budget Amounts**	**Actual Amounts**	**Variance with Final Budget Positive (Negative)**
Revenues				
Investment earnings	$ 7,500	$ 1,001	$ 500	$ (501)
Charges for services	480,000	713,189	713,189	-
Total Revenues	487,500	714,190	713,689	(501)
Expenditures				
Current:				
General government	500	500	-	500
Total Expenditures	500	500	-	500
Excess of Revenues Over Expenditures	487,000	713,690	713,689	(1)
Other Financing Sources (Uses)				
Transfers (out)	(487,000)	(1,390,412)	(1,390,411)	1
Total Other Financing (Uses)	(487,000)	(1,390,412)	(1,390,411)	1
Net Change in Fund Balance	$ -	$ (676,722)	(676,722)	$ -
Beginning fund balance			676,722	
Ending Fund Balance			$ -	

City of Manvel, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL (Continued)

NONMAJOR SPECIAL REVENUE FUNDS

For the Year Ended September 30, 2021

	Law Enforcement			
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues				
Fines and forfeitures	$ 1,000	$ 1,000	$ -	$ (1,000)
Total Revenues	1,000	1,000	-	(1,000)
Expenditures				
Current:				
General government	1,000	1,000	-	1,000
Total Expenditures	1,000	1,000	-	1,000
Net Change in Fund Balance	$ -	$ -	-	$ -
Beginning fund balance			4,020	
Ending Fund Balance			$ 4,020	

	Park			
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
Expenditures				
Current:				
General government	$ 289,100	$ 429,100	$ 36,679	$ 392,421
Total Expenditures	289,100	429,100	36,679	392,421
(Deficiency) of Revenues Under Expenditures	(289,100)	(429,100)	(36,679)	392,421
Other Financing Sources (Uses)				
Transfers in	289,100	429,100	429,100	-
Total Other Financing Sources	289,100	429,100	429,100	-
Net Change in Fund Balance	$ -	$ -	392,421	$ 392,421
Beginning fund balance			109,654	
Ending Fund Balance			$ 502,075	

City of Manvel, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL (Continued)

NONMAJOR SPECIAL REVENUE FUNDS

For the Year Ended September 30, 2021

	PEG Fee			
	Original Budget Amounts	**Final Budget Amounts**	**Actual Amounts**	**Variance with Final Budget Positive (Negative)**
Revenues				
Other fees	$ 10,000	$ 10,000	$ 18,320	$ 8,320
Total Revenues	10,000	10,000	18,320	8,320
Expenditures				
Current:				
General Government	50,000	50,000	-	50,000
Total Expenditures	50,000	50,000	-	50,000
(Deficiency) of Revenues Under Expenditures	(40,000)	(40,000)	-	40,000
Other Financing Sources (Uses)				
Transfers in	40,000	40,000	-	(40,000)
Total Other Financing (Uses)	40,000	40,000	-	-
Net Change in Fund Balance	$ -	$ -	18,320	$ 58,320
Beginning fund balance			137,127	
Ending Fund Balance			$ 155,447	

City of Manvel

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

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

AGENDA REQUEST

REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

Planning, Development & Zoning	☐	City Council	☐	Both	x

Date of Request: March 14, 2022 PDZ & March 21, 2022 City Council

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

Person to Speak: Jared Bowlin or Brad Sweitzer

Daytime Phone: 713-784-4500 Fax Number: 713-784-4577

E-mail Address: jbowlin@ehrainc.com or bsweitzer@ehrainc.com

Description of Request and Physical Address:

Consideration and possible action to approve and forward with recommendation to City Council, Final Plat for Meridiana Section 54A, being a subdivision of 8.916 acres out of the Oliver Hall Survey, Abstract 203, City of Manvel, Brazoria County, Texas.

Plats:
Preliminary _____
Final x

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

SIGNATURE _____ DATE March 8, 2022

Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Planning, Development and Zoning Commission Plat Report

Plat Name	Meridiana Section 54A Final Plat
Applicant	Lacey Bell, EHRA, Inc.
PD&Z Meeting Date	March 14, 2022
Recommendation	Denial
Submitted By	Jessica Rodriguez, Director of Development Services

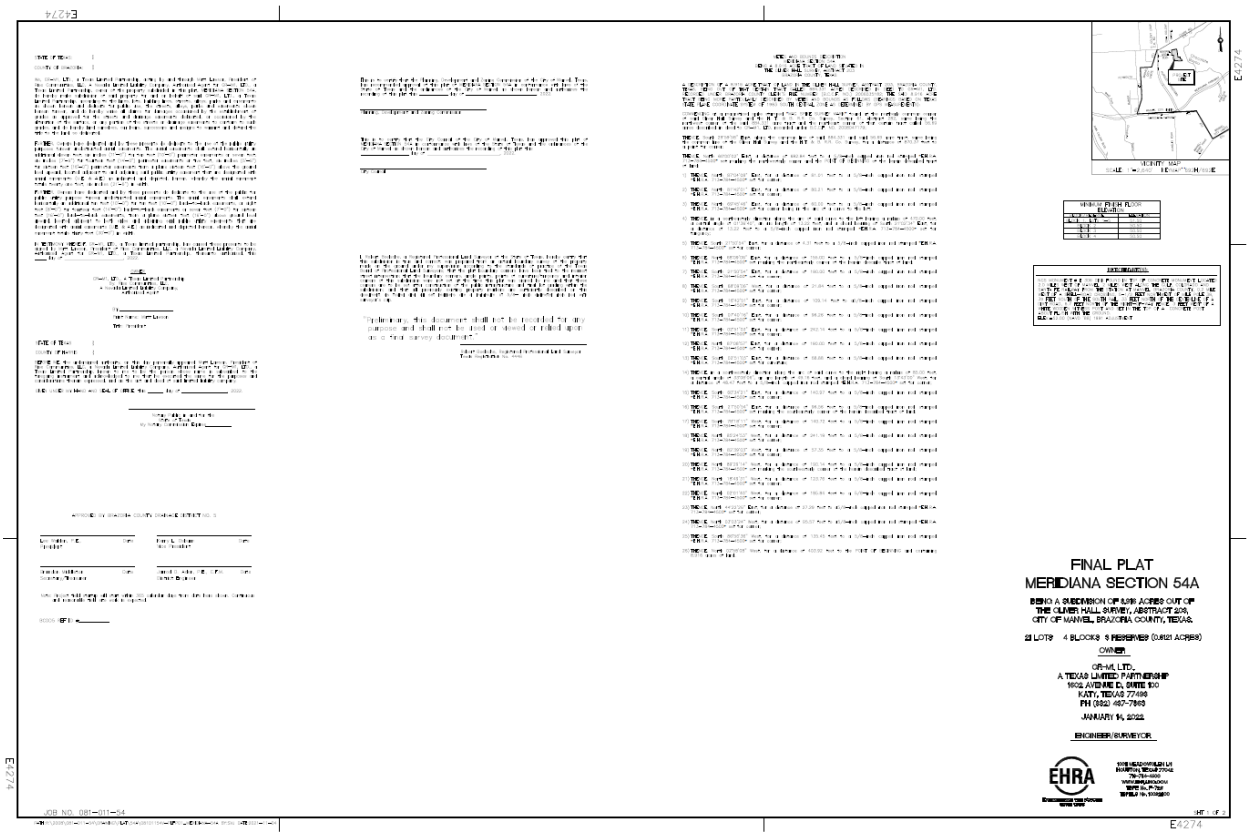
Staff Recommendation

Staff recommends denial of the Meridiana Section 54A Final Plat. This final plat does not meet the following regulations of the subdivision ordinance and/or adopted Meridiana O-PUD:

1. Update the date in the Title Block (Section 62-41 (b) (2)).
2. Provide land surveyor's signature (Section 62-41 (b) 5)).
3. Provide drainage district signatures (Section 62-41 (b) 20)).
4. Provide signed and notarized lienholder subordination document (Section 62-41 (b) (7)).
5. Correct Note No. 19 on Sheet 2 of 2 to reference detention is provided by Detention Pond N-2 (per construction plans) rather than Detention Ponds T and V (Section 62-41 (b) 19 and Section 62-41 (b) (14)).

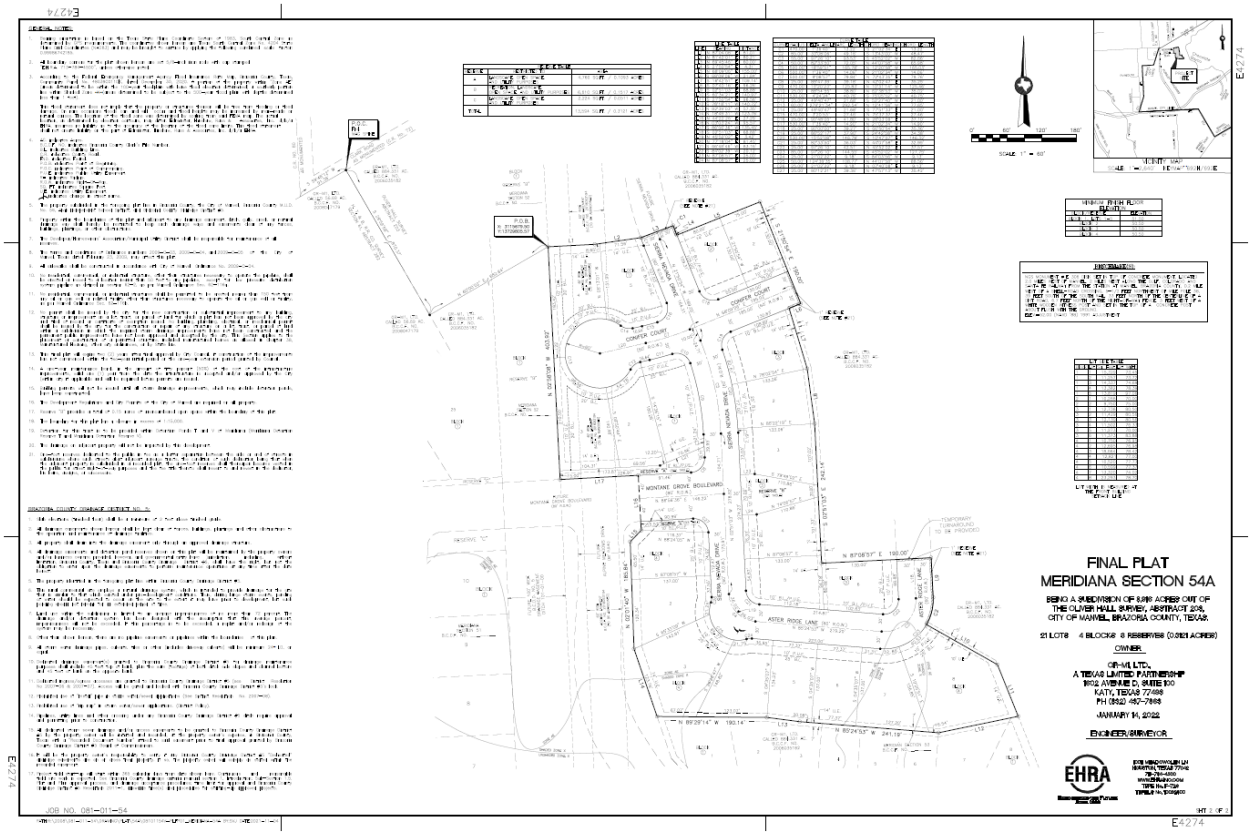
Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Plat Exhibit



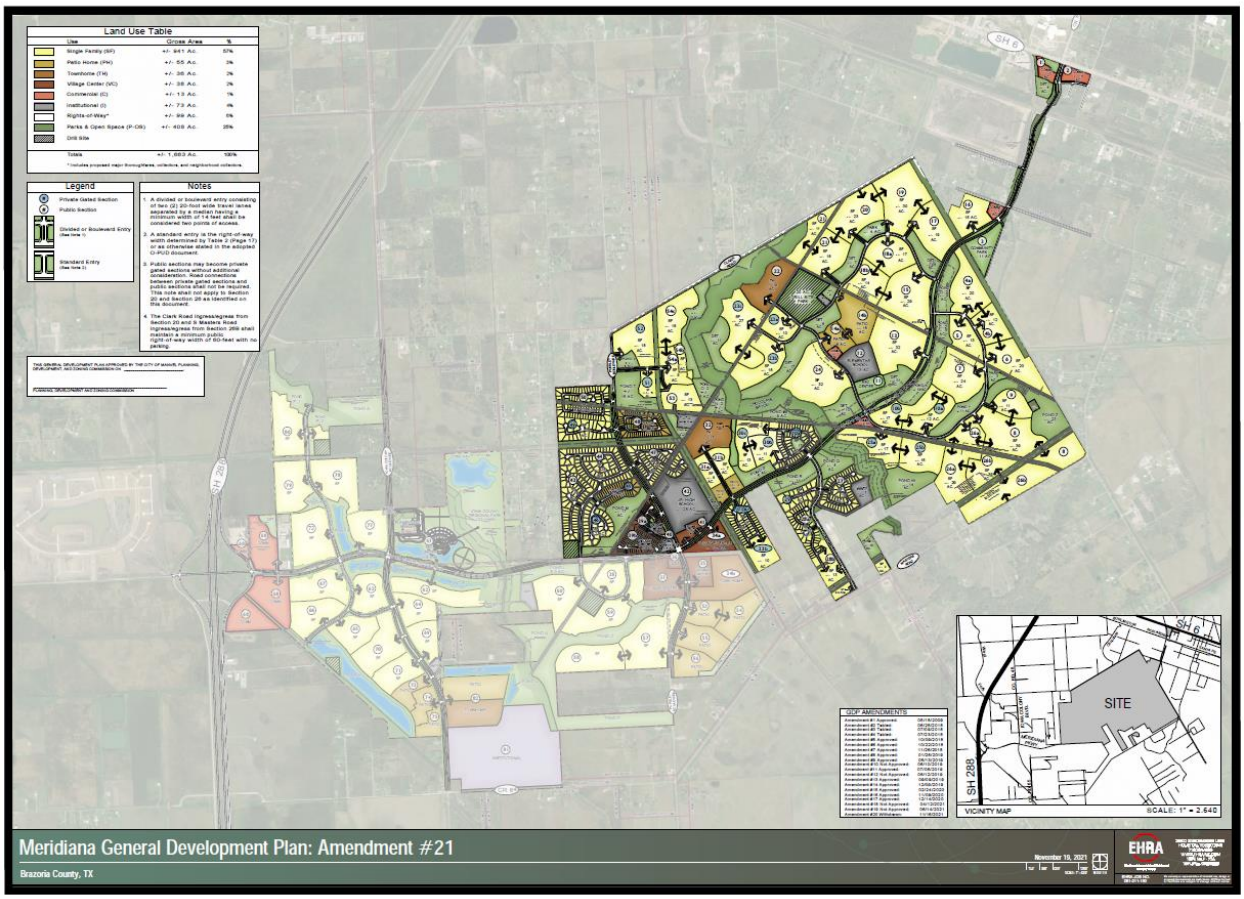
DEVELOPMENT SERVICES DEPARTMENT
20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Plat Exhibit



Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Meridiana General Development Plan Amendment No. 21 (dated November 19, 2021)



STATE OF TEXAS: §

COUNTY OF BRAZORIA: §

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, MERIDIANA SECTION 54A, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'-6") for ten feet (10'-0") perimeter easements or seven feet, six inches (7'-6") for fourteen feet (14'-0") perimeter easements or five feet, six inches (5'-6") for sixteen feet (16'-0") perimeter easements from a plane sixteen feet (16'-0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'-6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'-0") for ten feet (10'-0") back-to-back easements, or eight feet (8'-0") for fourteen feet (14'-0") back-to-back easements or seven feet (7'-0") for sixteen feet (16'-0") back-to-back easements, from a plane sixteen feet (16'-0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'-0") in width.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized, this ____ day of _____, 2022.

OWNER

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

BY:_____

Print Name: Matt Lawson

Title: President

STATE OF TEXAS §

COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

_____

Notary Public in and for the
State of Texas
My Notary Commission Expires_____

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., President — Date	Kerry L. Osburn, Vice President — Date
Brandon Middleton, Secretary/Treasurer — Date	Jarrod D. Aden, P.E., C.F.M., District Engineer — Date

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD5 REF ID #_____

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this plat of MERIDIANA SECTION 54A in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

_____
Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of MERIDIANA SECTION 54A in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

_____
City Council

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

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."

_____
Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

METES AND BOUNDS DESCRIPTION
MERIDIANA SECTION 54A
BEING A 8.916 ACRE TRACT OF LAND SITUATED IN
THE OLIVER HALL SURVEY, ABSTRACT 203
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 8.916 ACRE TRACT OF LAND IN THE OLIVER HALL SURVEY, ABSTRACT 203, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT CALLED 884.331 ACRES DESCRIBED IN DEED TO GR-M1, LTD. RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2006035182; THE SAID 8.916 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a magnetized spike stamped "MAG SPIKE SURVEY MARK" found at the northerly common corner of said Oliver Hall Survey and the H. T. & B. R.R. Co. Survey, Section 61, Abstract 282, same being the northwest corner of the said 884.331 acre tract and the northeast corner of that certain tract called 56.69 acres described in deed to GR-M1, LTD. recorded under B.C.C.F. NO. 2008047179;

THENCE, South 29°59'58" East, along the common line of said 884.331 and said 56.69 acre tract, same being the common line of the Oliver Hall Survey and the H.T. & B. R.R. Co. Survey, for a distance of 870.37 feet to a point for corner;

THENCE, North 60°00'02" East, a distance of 682.84 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northwesterly corner and the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, North 87°04'08" East, for a distance of 81.01 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

2) THENCE, North 81°42'01" East, for a distance of 80.21 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

3) THENCE, North 69°45'46" East, for a distance of 60.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner being in the arc of a curve to the left;

4) THENCE, in a southeasterly direction along the arc of said curve to the left having a radius of 470.00 feet, a central angle of 01°36'40", an arc length of 13.22 feet, and a chord bearing of South 21°02'34" East, for a distance of 13.22 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

5) THENCE, South 21°50'54" East, for a distance of 4.31 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

6) THENCE, North 68°09'06" East, for a distance of 155.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northeasterly corner of the actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveyors; that the plat boundary corners have been tied to the nearest street intersection; that the boundary corners, angle points, points of curvature/tangency and interior corners of this subdivision were not set at the time this plat was signed by me and that these corners are to be set after construction of the public infrastructure and final lot grading within the subdivision; and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum of 5/8- inch diameter iron rod with surveyor's cap.

7) THENCE, South 21°50'54" East, for a distance of 190.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

8) THENCE, South 68°09'06" West, for a distance of 21.84 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

9) THENCE, South 16°42'51" East, for a distance of 109.14 feet to a5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

10) THENCE, South 07°40'16" East, for a distance of 96.26 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

11) THENCE, South 02°51'03" East, for a distance of 242.14 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

12) THENCE, North 87°08'57" East, for a distance of 190.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

13) THENCE, South 02°51'03" East, for a distance of 68.88 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;

14) THENCE, in a southwesterly direction along the arc of said curve to the right having a radius of 85.00 feet, a central angle of 33°08'06", an arc length of 49.16 feet, and a chord bearing of South 13°43'00" West, for a distance of 48.47 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

15) THENCE, South 60°34'21" East, for a distance of 140.97 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

16) THENCE, South 21°50'54" East, for a distance of 96.56 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southeasterly corner of the herein described tract of land;

17) THENCE, South 78°18'11" West, for a distance of 140.72 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

18) THENCE, North 85°24'53" West, for a distance of 241.19 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

19) THENCE, North 82°39'03" West, for a distance of 57.35 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

20) THENCE, North 89°29'14" West, for a distance of 190.14 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner of the herein described tract of land;

21) THENCE, North 18°49'31" West, for a distance of 123.76 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

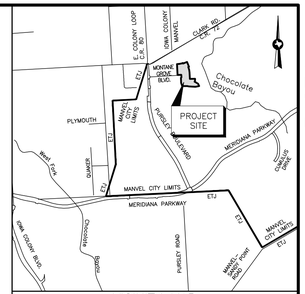
22) THENCE, North 02°01'40" West, for a distance of 185.84 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

23) THENCE, North 44°22'26" East, for a distance of 27.29 feet to a5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

24) THENCE, North 03°03'24" West, for a distance of 95.57 feet to a5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

25) THENCE, South 86°56'36" West, for a distance of 135.45 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

26) THENCE, North 02°58'08" West, for a distance of 403.92 feet to the POINT OF BEGINNING and containing 8.916 acres of land.



VICINITY MAP
SCALE: 1"=2,640' KEYMAP® 692H/692E

MINIMUM FINISH FLOOR ELEVATION	
BLOCK/RESERVE	ELEVATION
BLOCK 1, LOTS 1-5	51.50
BLOCK 2	50.50
BLOCK 3	50.50
BLOCK 4	50.50

BENCHMARK(S):

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

FINAL PLAT
MERIDIANA SECTION 54A

BEING A SUBDIVISION OF 8.916 ACRES OUT OF
THE OLIVER HALL SURVEY, ABSTRACT 203,
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

21 LOTS 4 BLOCKS 3 RESERVES (0.3121 ACRES)

OWNER

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

JANUARY 14, 2022

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE
SINCE 1936

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

JOB NO. 081-011-54

SHT 1 OF 2

PATH:R:\2008\081-011-54\DRAWING\PLAT\54A\08101154V-PLFP01_MERIDIANA-54A BY:SVJ DATE:2021-11-04

E4274

E4274

E4274

E4274

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986742185.

2. All boundary corners for the plat shown hereon are set 5/8–inch iron rods with cap stamped "E.H.R.A. 713–784–4500", unless otherwise noted.

3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020. A portion of the property within "Zone AE" (areas determined to be within the 100–year floodplain with base flood elevation determined) a southerly portion lies within Shaded Zone "X" (areas determined to be subject to the 500–year flood plain with depths determined less than 1 foot).

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man–made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

4. AC. indicates Acres.
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number.
   B.L. indicates Building Line.
   C.R. indicates County Road.
   FND. indicates Found.
   P.O.B. indicates Point of Beginning.
   P.O.C. indicates Point of Commencing.
   P.U.E. indicates Public Utility Easement.
   R= indicates Radius.
   R.O.W. indicates Right–Of–Way.
   SQ. FT. indicates Square Feet.
   U.E. indicates Utility Easement.
   indicates change in street name.

5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 56, Alvin Independent School District, and Brazoria County Drainage District #5.

6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of any fences, buildings, plantings, or other obstructions.

7. The Developer/Homeowners' Association/Municipal Utility District shall be responsible for maintenance of all reserves.

8. The terms and conditions of Ordinance numbers 2009–0–03, 2009–0–04, and 2009–0–05 of the City of Manvel, Texas dated February 23, 2009, may affect this plat.

9. All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009–0–04.

10. No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62–2, as per Manvel Ordinance Sec. 62–116a.

11. No residential, commercial, or industrial structures shall be permitted to be erected nearer than 150 feet from any oil or gas well or related facility other than structures necessary to operate the oil or gas well or facility, as per Manvel Ordinance Sec. 62–116b.

12. No permit shall be issued by the city for the new construction or substantial improvement to any building, structure or improvement on a lot, tract, or parcel of land for which a plat has not been approved by the city and filed of record or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by the city for the construction or repair of any structure on a lot, tract, or parcel of land within a subdivision in which the required storm drainage improvements have not been constructed and the permanent public improvements have not been approved and accepted by the city. This Section applies to the placement or construction of a permitted structure, included manufactured homes as allowed in Chapter 38, Manufactured Housing, other city ordinances, or by State law.

13. This final plat will expire two (2) years after final approval by City Council, if construction of the improvements has not commenced within the two–year initial period or the one–year extension period granted by Council.

14. A one–year maintenance bond, in the amount of fifty percent (50%) of the cost of the infrastructure improvements, valid one (1) year from the date the infrastructure is accepted and/or approved by the City (within city if applicable and will be required before permits are issued.

15. Building permits will not be issued until all storm drainage improvements, which may include detention ponds, have been constructed.

16. The Development Regulations and City Permits of the City of Manvel are required on all property.

17. Reserve "B" provides a total of 0.15 acres of unencumbered open space within the boundary of this plat.

18. The boundary for this plat has a closure in excess of 1:15,000.

19. Detention for this tract is to be provided within Detention Ponds T and V of Meridiana (Meridiana Detention Reserve T and Meridiana Detention Reserve V).

20. The drainage on adjacent property will not be impacted by this development.

21. One–foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one–foot reserves shall thereupon become vested in the public for street right–of–way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.

2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.

3. All property shall drain into the drainage easement only through an approved drainage structure.

4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.

5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.

6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre–development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.

7. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.

8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.

9. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.

10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.

11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007–06 & 2007–07). Access will be gated and locked with Brazoria County Drainage District #5's lock.

12. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007–08).

13. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).

14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.

15. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.

16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.

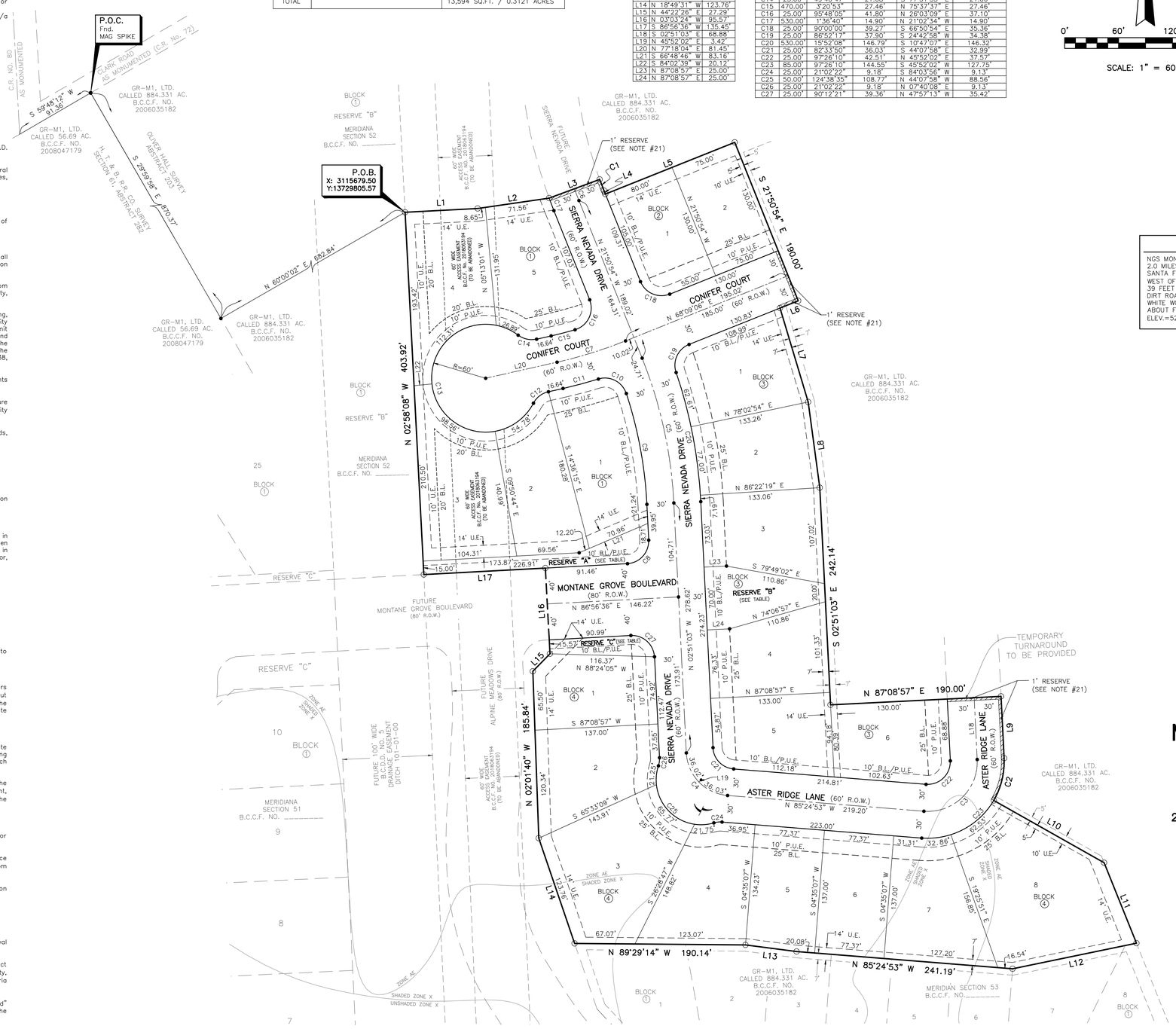
17. Project field start–up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub–Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011–1, allowable time(s) and procedures for starting–up approved projects.

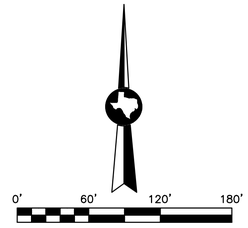
E4274

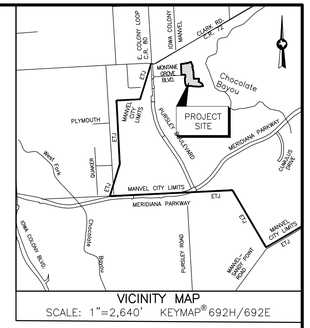
RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	4,760 SQ.FT. / 0.1093 ACRES
B	RECREATION, LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	6,610 SQ.FT. / 0.1517 ACRES
C	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	2,224 SQ.FT. / 0.0511 ACRES
TOTAL		13,594 SQ.FT. / 0.3121 ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°04'08" E	81.01'
L2	N 81°42'01" E	80.21'
L3	N 69°45'46" E	60.00'
L4	S 21°50'54" E	4.31'
L5	N 68°09'06" E	155.00'
L6	S 68°09'06" E	21.84'
L7	S 16°42'51" E	109.14'
L8	S 07°40'16" E	96.26'
L9	S 02°51'03" E	68.88'
L10	S 60°34'21" E	140.97'
L11	S 21°50'54" E	96.56'
L12	S 78°18'11" W	140.72'
L13	N 82°39'03" W	57.35'
L14	N 18°49'31" W	123.76'
L15	N 44°22'26" E	27.29'
L16	N 03°03'24" W	95.57'
L17	S 86°56'36" W	135.45'
L18	S 02°51'03" E	68.88'
L19	N 45°52'02" E	3.42'
L20	N 77°18'04" E	81.45'
L21	S 66°48'46" W	83.16'
L22	S 84°02'19" W	20.12'
L23	N 87°08'57" E	25.00'
L24	N 87°08'57" E	25.00'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	470.00'	1°36'40"	13.22'	S 21°02'34" E	13.22'
C2	85.00'	33°08'06"	49.16'	S 13°43'00" W	48.47'
C3	55.00'	97°26'10"	93.53'	S 45°52'02" W	82.66'
C4	50.00'	82°33'50"	72.05'	N 44°07'58" W	65.98'
C5	500.00'	18°59'51"	165.78'	N 12°20'58" W	165.03'
C6	500.00'	1°36'40"	14.06'	N 21°02'34" W	14.06'
C7	500.00'	9°08'57"	79.84'	N 72°43'35" E	79.76'
C8	25.00'	89°47'39"	39.18'	N 42°02'47" E	35.29'
C9	470.00'	15°20'23"	125.83'	N 10°31'14" W	125.46'
C10	25.00'	88°54'55"	38.80'	N 62°38'53" W	35.02'
C11	530.00'	4°24'24"	40.76'	S 75°05'52" W	40.75'
C12	25.00'	49°40'47"	21.68'	S 52°27'40" W	21.00'
C13	60.00'	279°21'34"	292.54'	N 12°41'56" W	77.65'
C14	25.00'	49°40'47"	21.68'	S 77°61'33" E	21.00'
C15	470.00'	3°20'53"	27.46'	N 75°37'37" E	27.46'
C16	25.00'	95°48'05"	41.80'	N 26°03'09" E	37.10'
C17	530.00'	1°36'40"	14.90'	N 21°02'34" W	14.90'
C18	25.00'	90°00'00"	39.27'	S 66°50'54" E	35.36'
C19	25.00'	86°52'17"	37.90'	S 24°42'58" W	34.38'
C20	530.00'	15°52'08"	146.79'	S 10°47'07" E	146.32'
C21	25.00'	82°33'50"	36.03'	S 44°07'58" E	32.99'
C22	25.00'	97°26'10"	42.51'	N 45°52'02" E	37.57'
C23	85.00'	97°26'10"	144.55'	S 45°52'02" W	127.75'
C24	25.00'	21°02'22"	9.18'	S 84°03'56" W	9.13'
C25	50.00'	124°38'35"	108.77'	N 44°07'58" W	88.56'
C26	25.00'	21°02'22"	9.18'	N 07°40'08" E	9.13'
C27	25.00'	90°12'21"	39.36'	N 47°57'13" W	35.42'







VICINITY MAP
SCALE: 1"=2,640' KEYMAP® 692H/692E

MINIMUM FINISH FLOOR ELEVATION	
BLOCK/RESERVE	ELEVATION
BLOCK 1, LOTS 1–5	51.50
BLOCK 2	50.50
BLOCK 3	50.50
BLOCK 4	50.50

BENCHMARK(S):

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

LOT SIZE TABLE			
Block	Lot	Sq. Feet	Lot Width
1	1	15,329	73.45
1	2	11,257	73.72
1	3	14,337	74.69
1	4	13,382	78.39
1	5	13,819	97.06
2	1	10,266	70.00
2	2	9,750	75.00
3	1	12,738	80.50
3	2	11,429	80.56
3	3	12,139	80.56
3	4	11,502	76.33
3	5	11,273	70.00
3	6	11,373	83.88
4	1	10,750	76.95
4	2	12,695	76.98
4	3	18,664	78.42
4	4	12,821	77.00
4	5	10,520	77.73
4	6	10,599	77.37
4	7	13,320	74.02
4	8	23,293	78.70

LOT WIDTH IS MEASURED AT THE FRONT BUILDING SETBACK LINE

FINAL PLAT
MERIDIANA SECTION 54A

BEING A SUBDIVISION OF 8.916 ACRES OUT OF THE OLIVER HALL SURVEY, ABSTRACT 203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

21 LOTS 4 BLOCKS 3 RESERVES (0.3121 ACRES)

OWNER

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

JANUARY 14, 2022

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

JOB NO. 081–011–54

SHT 2 OF 2

PATH:R:\2008\081–011–54\DRAWING\PLAT\54A\08101154V–PLFP01_MERIDIANA–54A BY:SVJ DATE:2021–11–04

E4274

Land Use Table

Use	Gross Area	%
Single Family (SF)	+/- 941 Ac.	57%
Patio Home (PH)	+/- 55 Ac.	3%
Townhome (TH)	+/- 36 Ac.	2%
Village Center (VC)	+/- 38 Ac.	2%
Commercial (C)	+/- 13 Ac.	1%
Institutional (I)	+/- 73 Ac.	4%
Rights-of-Way*	+/- 99 Ac.	6%
Parks & Open Space (P-OS)	+/- 408 Ac.	25%
Drill Site		
Totals	+/- 1,663 Ac.	100%

* Includes proposed major thoroughfares, collectors, and neighborhood collectors.

Legend

- Private Gated Section
- Public Section
- Divided or Boulevard Entry (See Note 1)
- Standard Entry (See Note 2)

Notes

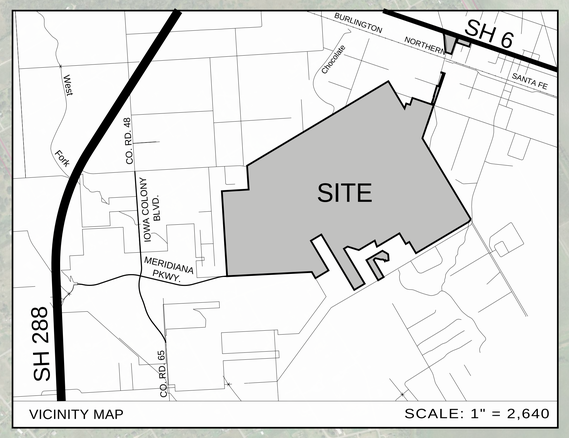
1. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 14 feet shall be considered two points of access.
2. A standard entry is the right-of-way width determined by Table 2 (Page 17) or as otherwise stated in the adopted O-PUD document.
3. Public sections may become private gated sections without additional consideration. Road connections between private gated sections and public sections shall not be required. This note shall not apply to Section 20 and Section 26 as identified on this document.
4. The Clark Road ingress/egress from Section 20 and S Masters Road ingress/egress from Section 26B shall maintain a minimum public right-of-way width of 60-feet with no parking.

THIS GENERAL DEVELOPMENT PLAN APPROVED BY THE CITY OF MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION ON _____.

_____
PLANNING, DEVELOPMENT AND ZONING COMMISSION

GDP AMENDMENTS

Amendment #1 Approved:	05/18/2009
Amendment #2 Tabled:	06/25/2018
Amendment #3 Tabled:	07/09/2018
Amendment #4 Tabled:	07/23/2018
Amendment #5 Approved:	10/09/2018
Amendment #6 Approved:	10/22/2018
Amendment #7 Approved:	11/26/2018
Amendment #8 Approved:	01/28/2019
Amendment #9 Approved:	05/13/2019
Amendment #10 Not Approved:	06/10/2019
Amendment #11 Approved:	07/08/2019
Amendment #12 Not Approved:	08/12/2019
Amendment #13 Approved:	09/09/2019
Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020
Amendment #17 Approved:	12/14/2020
Amendment #18 Not Approved:	04/12/2021
Amendment #19 Not Approved:	06/14/2021
Amendment #20 Withdrawn:	11/16/2021



VICINITY MAP SCALE: 1" = 2,640

Meridiana General Development Plan: Amendment #21

Brazoria County, TX

November 19, 2021

SCALE: 1"=600' 150' 300' 600' 1200' NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPLS No. 10092300

EHRA JOB NO. 081-011-150

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

FAQs

Texas Coast Division GRIP Filing

What is a Gas Reliability Infrastructure Program (GRIP) filing?

- An interim rate adjustment allowed by Texas Statute (Texas Utilities Code §104.301) that allows utilities to recover their costs related to additional invested capital without filing a full rate case.

Who can make GRIP filings?

- A natural gas utility with newly invested capital not already included in existing rate base can make an initial GRIP filing but only if the natural gas utility has filed a rate case within the preceding two years. Thereafter, an annual GRIP filing occurs. A full rate case must be filed no later than five and one-half (5 ½) years after the implementation of the initial GRIP filing.

When was CenterPoint Energy's most recent rate case?

- CenterPoint Energy filed its last rate case for the Texas Coast Division Gas Utilities Docket ("GUD") No. 10567 on November 16, 2016, and the final decision was rendered on May 23, 2017. In 2018, base rates were lowered to incorporate the effects of Tax Change from 35% to 21% in GUD No. 10750.

When was the Company's most recent GRIP filing?

- CenterPoint Energy made its fifth GRIP filing since the last rate case for the Texas Coast Gas Division on March 3, 2022.

How is the adjustment amount calculated?

- The GRIP filing adjustment is intended to capture the cost of net incremental investment over that investment included in the last rate case, or since the most recent GRIP filing.
- Costs included are return on that investment, depreciation expense, and certain taxes. Factors used to calculate costs must be the same as those reflected in the final order, ordinance or settlement agreement approving current rates.

What is required of the utility?

- The new tariff or rate schedule must be filed with the appropriate regulatory authority (City and/or Railroad Commission) 60 days before the proposed implementation date.
- Notice to all affected customers must be provided within 45 days of filing with the regulatory authority.
- In each annual GRIP filing, the utility must provide the following information:
    - Annual Project Reports describing all new investments and retired plant.
    - The need for, the cost of, and the customers benefitted by the new investment.
    - An annual earnings monitoring report showing earnings in the past year.
- The adjustment must be recalculated annually.

What is the role of the regulatory authority?

- Within 60 days after the filing, the regulatory authority may suspend implementation of the proposed adjustment for up to 45 days.
- Once the interim increase in rates has been reviewed as part of a full rate case, the regulatory authority may order CenterPoint Energy to refund any amounts collected if the investment is found to be unnecessary or imprudent.
- The regulatory authority may open an inquiry under Texas Utilities Code §104.151 and set new rates if the current rates are found to be unreasonable.

Who is CenterPoint Energy?

- CenterPoint Energy provides natural gas distribution service to approximately 4.2 million residential, commercial and industrial customers in the states of Indiana, Louisiana, Minnesota, Mississippi, Ohio and Texas. CenterPoint Energy serves approximately 357,000 customers in its Texas Coast Division that will be impacted by this filing.

Customers in what cities will be affected by the Company's filing?

- This filing is for the entire Texas Coast Division including the environs customers. We are filing with the cities below:

Alvin	Friendswood	Mont Belvieu	Simonton
Angleton	Fulshear	Morgan's Point	Sugar Land
Baytown	Iowa Colony	Needville	Taylor Lake Village
Beach City	Katy	Orchard	Texas City
Beasley	Kemah	Oyster Creek	Wallis
Brookshire	Kendleton	Pearland	Webster
Brookside Village	La Marque	Richmond	West Columbia
Clute	La Porte	Rosenberg	Wharton
Dickinson	Lake Jackson	Santa Fe	
East Bernard	League City	Seabrook	
Freeport	Manvel	Shoreacres	

- At the time of this filing, the cities below have given up original jurisdiction. These cities will be included as part of the rate filing made with the Railroad Commission:

Clear Lake Shores	Hillcrest Village	Liverpool	Weston Lakes
Danbury	Hitchcock	Pleak	
El Lago	Jones Creek	Richwood	

- The filing with the Railroad Commission will include the unincorporated areas below:

Bacliff	Crosby	Iago	San Leon
Barrett	Damon	New Gulf	Sienna Plantation
Boling	Glen Flora	Old Ocean	Teal Run
Channel Area	Highlands	Pecan Grove	Van Vleck
Columbia Lakes	Hungerford	Rosharon	

What customers are affected and how?

- The total increase of $5,982,606 has been allocated among customer groups in the same manner as the current rates established in GUD No. 10567. The proposed effective date is May 2, 2022. Once it goes into effect, the GRIP interim rate adjustment will increase the customer charge that is applicable to customers served under the indicated sales service rate schedules within the Texas Coast Division as follows:

Rate Schedule	Current Customer Charge	Proposed 2022 Interim Rate Adjustment*	Adjusted Charge	Increase Per Bill
R-2096-I-GRIP 2022; R-2096-U-GRIP 2022 Residential	$18.62 per customer per month	$1.32 per customer per month	$19.94 per customer per month	$1.32 per customer per month
GSS-2096-I-GRIP 2022; GSS-2096-U-GRIP 2022 General Service Small	$22.81 per customer per month	$2.12 per customer per month	$24.93 per customer per month	$2.12 per customer per month
GSLV-627-I-GRIP 2022; GSLV-627-U-GRIP 2022 General Service Large Volume	$295.14 per customer per month	$70.32 per customer per month	$365.46 per customer per month	$70.32 per customer per month

* On December 22, 2017, the Tax Cuts and Jobs Act of 2017 (the "TCJA") was signed into law. The TCJA reduced the federal corporate income tax rate from 35% to 21%. The Company has calculated the GRIP Adjustment using the 35% federal corporate income tax rate approved in GUD No. 10567. The Company has also calculated and is seeking approval of the GRIP Adjustment using the 21% federal corporate income tax rate under the Tax Cuts and Jobs Act of 2017. The Proposed 2022 Interim Rate Adjustment in the table above has been calculated using the reduced corporate income tax rate of 21%.

Does the Proposed 2022 Interim Rate Adjustment include extraordinary natural gas costs from Winter Storm Uri resulting from the securitization filing made with the Railroad Commission in 2021?

- No. The Proposed 2022 Interim Rate Adjustment does not include extraordinary natural gas costs from Winter Storm Uri.

How is the current rising market price of natural gas impacting the Proposed 2022 Interim Rate Adjustment?

- The Interim Rate Adjustment is not impacted by gas costs since it only is used to recover costs related to additional invested capital. However, we recognize that there's been concern recently about the rising market price of natural gas. We're focused on this – but it's important to put it in context. The combination of reduced natural gas production and higher demand has caused the increased market prices we are seeing. Customer natural gas bills are not only affected by price; they are also affected by weather. A mild or cold winter can make a big difference on customers' monthly heating bills - December 2021 was unusually warm; January 2022 was a cold month and more in line with normal winter weather and, therefore, contributed to higher usage.

  The Gas Cost Adjustment (GCA) line that appears on every monthly natural gas bill is the cost CenterPoint Energy pays for the gas we deliver to our customers. The price we pay for natural gas in the market is the same price we charge our customers, there is no

mark-up or profit for CenterPoint Energy. The price customers pay depends on their consumption and the current natural gas prices.

We encourage customers to contact us if they are having difficulty paying their CenterPoint Energy natural gas bill. Customers can also go to our website to see steps that will save energy and save money on their winter heating bills.

RESOLUTION NO. 2022-R-02

A RESOLUTION BY THE CITY OF MANVEL, TEXAS SUSPENDING THE MAY 2, 2022 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2021 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Manvel, Texas ("City") is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas–Texas Coast Division, ("CenterPoint" or "the Company") and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas ("Railroad Commission") on March 3, 2022, proposing to implement interim rate adjustments ("GRIP Rate Increases") pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 2, 2022; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The May 2, 2022, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall, at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002 and to Thomas Brocato,

legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND ADOPTED this _____, day of _____, 2022.

_____
Debra Davison, Mayor
City of Manvel, Texas

ATTEST:

_____
Tammy Bell
City Secretary

CITY OF MANVEL / OPERATING ACCOUNT

9070

Customer #: Keep Pearland Beautiful 8/25/2021 **Chk #:** 9070

INVOICE NUMBER	DATE	AMOUNT	INVOICE NUMBER	DATE	AMOUNT
08042021 Fiscal year 2021 contribution	8/4/2021	$10,000.00			

Total: **$10,000.00**

CITY OF MANVEL / OPERATING ACCOUNT

9070

Customer #: Keep Pearland Beautiful 8/25/2021 **Chk#:** 9070

INVOICE NUMBER	DATE	AMOUNT	INVOICE NUMBER	DATE	AMOUNT
08042021 Fiscal year 2021 contribution	8/4/2021	$10,000.00			

Total: **$10,000.00**

CITY OF MANVEL
OPERATING ACCOUNT
P.O. BOX 187
MANVEL, TX 77578

FIRST STATE BANK
88-2336/1131

9070

CHECK NO. 9070

** Ten Thousand And 00/100 **

DATE 8/25/2021

AMOUNT **$10,000.00**

Two signatures required if amount is $10,000.00 or greater.

PAY TO THE ORDER OF

Keep Pearland Beautiful
5800 Magnolia Parkway
Pearland, TX 77584

AUTHORIZED SIGNATURE

⑈009070⑈ ⑆113123366⑆ ⑈1032 093⑈

ENTERED

Keep Pearland Beautiful

Keep Pearland Beautiful is a 501(c)3 non-profit environmental organization affiliated with Keep Texas Beautiful and Keep America Beautiful. Tax ID: 76-0083606

City of Manvel
20025 Highway 6
Manvel, TX 77578

August 4, 2021

Re: Fiscal Year 2021 Contribution Request

Though 2020 and 2021 have been especially trying times for many communities across the world, Keep Pearland Beautiful, through its partnerships with organizations like the City of Manvel, has continued to meet the dynamic and growing needs of our residents. Your support of our operations at the Stella Roberts Recycling Center have enabled us to continue meeting the needs of your residents while experiencing nearly a 7% increase in demand for recycling access over the previous year. We look forward to continuing to meet this demand as it continues to rise.

At the conclusion of Fiscal Year 2020, City of Manvel residents recycled an impressive 28,000 lbs of Household Hazardous Waste and 535 individual pieces of E-Waste including televisions, computers, printers, and cellular phones. Currently, Brazoria County reimburses up to $1.00 per pound of HHW for non-Pearland Brazoria County residents in which Manvel is covered. As previously cited, however, according to the Houston-Galveston Area Council fact sheet on HHW disposal, the average cost of disposal is approximately $2.00 per pound for a high participation program such as ours. This continues to leave us with a disposal cost vector of roughly $1.00 per pound or $28,000. This does not include the cost of E-Waste disposal which is not eligible for reimbursement by the county.

Manvel's decision to continue supporting KPB's operation of the Stella Roberts Recycling Center will go a long way in helping us to sustain and expand our program to include more Manvel residents for years to come. The Keep Pearland Beautiful Board of Directors, its hundreds of household and business members, and its staff are extremely thankful for the City of Manvel's recognition of our vital role in the community.

Whereof, Keep Pearland Beautiful would like to formally request that a check in the amount of $25,000 associated with the FY2021 budget be sent to our facility at 5800 Magnolia Pkwy, Pearland, TX 77584 and made payable to Keep Pearland Beautiful. KPB's tax ID is 76-0083606.

55 55 5377
10,000.00
Call Bonda

Regards,

Adrian Hernandez, M.S.
Executive Director

DIRECTORS

t Michelle Croasdaile, r Mark Andersen, Secretary JoAnne Knodel, Natasha Charles, Samuel Gieseke, Charles McMurrey, Dr. Helen Shih, Mark Smith, Buck Stevens, Chris Tulloch, Denise Whaley, Traci Williams, Brian Wilmer

5800 Magnolia Parkway
Pearland, TX 77584

281-489-2795
www.mykpb.org

ENTERED

Keep Pearland Beautiful

Keep Pearland Beautiful is a 501(c)3 non-profit environmental organization affiliated with Keep Texas Beautiful and Keep America Beautiful. Tax ID: 76-0083606

City of Manvel
20025 Highway 6
Manvel, TX 77578

August 4, 2021

Re: Fiscal Year 2021 Contribution Request

Though 2020 and 2021 have been especially trying times for many communities across the world, Keep Pearland Beautiful, through its partnerships with organizations like the City of Manvel, has continued to meet the dynamic and growing needs of our residents. Your support of our operations at the Stella Roberts Recycling Center have enabled us to continue meeting the needs of your residents while experiencing nearly a 7% increase in demand for recycling access over the previous year. We look forward to continuing to meet this demand as it continues to rise.

At the conclusion of Fiscal Year 2020, City of Manvel residents recycled an impressive 28,000 lbs of Household Hazardous Waste and 535 individual pieces of E-Waste including televisions, computers, printers, and cellular phones. Currently, Brazoria County reimburses up to $1.00 per pound of HHW for non-Pearland Brazoria County residents in which Manvel is covered. As previously cited, however, according to the Houston-Galveston Area Council fact sheet on HHW disposal, the average cost of disposal is approximately $2.00 per pound for a high participation program such as ours. This continues to leave us with a disposal cost vector of roughly $1.00 per pound or $28,000. This does not include the cost of E-Waste disposal which is not eligible for reimbursement by the county.

Manvel's decision to continue supporting KPB's operation of the Stella Roberts Recycling Center will go a long way in helping us to sustain and expand our program to include more Manvel residents for years to come. The Keep Pearland Beautiful Board of Directors, its hundreds of household and business members, and its staff are extremely thankful for the City of Manvel's recognition of our vital role in the community.

Whereof, Keep Pearland Beautiful would like to formally request that a check in [illegible] associated with the FY2021 budget be sent to our facility at 5800 Magnolia Pkwy, Pearlan[illegible] payable to Keep Pearland Beautiful. KPB's tax ID is 76-0083606.

55 55 5397
10,000.00
call [illegible]

Adrian Hernandez, M.S.
Executive Director

BOARD OF DIRECTORS

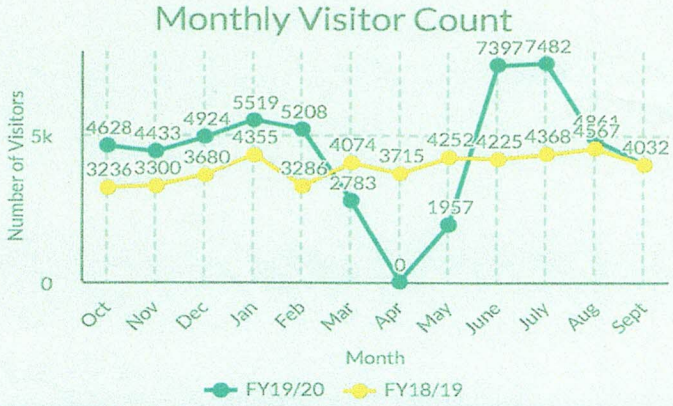
President Michelle Croasdaile
Treasurer Mark Andersen
Secretary JoAnne Knodel
Natasha Charles
Samuel Gieseke
Charles McMurrey
Dr. Helen Shih
Mark Smith
Buck Stevens
Chris Tulloch
Denise Whaley
Traci Williams
Brian Wilmer

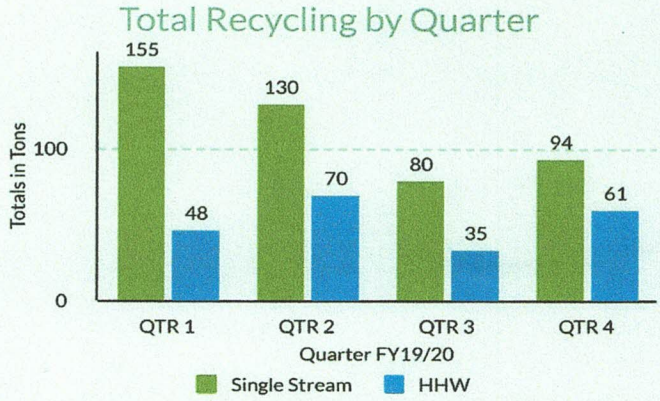
5800 Magnolia Parkway
Pearland, TX 77584

281-489-2795
www.mykpb.org

Stella Roberts Recycling Center

During fiscal year 2019/2020, Keep Pearland Beautiful provided recycling access to residents of ***60 municipalities and 15 counties*** at the Stella Roberts Recycling Center and saw an increase in demand from the previous year despite being closed to the public for nearly 45 days due to COVID-19.





6.6% Increase in demand over FY18/19

673 Tons of material diverted from landfills

Top 10 Cities by HHW Visitor Count

Municipality	HHW (in tons)	Electronics (in units)	No. of Visitors
Pearland	121.4	5,730	4,561
Manvel	14	535	379
Alvin	12.8	520	311
Friendswood	10	311	245
Rosharon	4	232	158
League City	3.6	76	117
Houston	1.3	199	103
Lake Jackson	3	112	70
Angleton	2.3	120	63
West Columbia	.9	19	16
Total	**173.3**	**7,854**	**6,024**

ORDINANCE NO. 2022-O-09

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF 60' CITY RIGHT-OF-WAY CONSISTING OF APPROXIMATELY 0.913 ACRES OF LAND, BEING THE UNIMPROVED PORTION OF OLEANDER STREET LOCATED BETWEEN LEWIS LANE (IMPROVED) AND CANAAN ROAD (UNIMPROVED), IN THE CITY OF MANVEL, BRAZORIA COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, Alvin Independent School District has petitioned the City of Manvel, Texas, to vacate, abandon, and close right of way known as approximately 0.913 acres of land, being the unimproved portion of Oleander Street located between Lewis Lane (improved) and Canaan Road (unimproved) in the City of Manvel, Brazoria County, Texas; and

WHEREAS, Applicant has submitted the necessary application and information and fees to the City to review the request for abandonment, said application attached hereto as Exhibit A;

WHEREAS, the City Council has determined that such public right-of-way is no longer necessary for public convenience and necessity and should be vacated, abandoned, and closed, and any interest in said right of way released; now, therefore;

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

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

Section 2. The City Council of the City of Manvel, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of city right-of-way consisting of 0.913 acres of land, being the unimproved portion of Oleander Street located between Lewis Lane (improved) and Canaan Road (unimproved) in the City of Manvel, Brazoria County, Texas, said right-of-way located in the H.T. & B.R.R. Co. Survey, Abstract Number 283 and the M.V. O'Donnell Survey, Abstract No. 470, Brazoria County, Texas. Said 0.913 acre tract is portion of Oleander Street (60' foot improved right-of-way) as dedicated in the Dr. A.A. Luther Subdivision, a subdivision of record in Volume 1, Page 71, Brazoria County Plat Records, Brazoria County, Texas, and being more particularly described by metes and bounds, and shown by map, in the application attached as Exhibit A, attached hereto and incorporated herein.

Section 3. The right-of-way is hereby vacated, abandoned, and closed, and any public right of way interest therein is released.

Section 4. This abandonment is subject to, and contingent upon, payment of all fees and consideration (as determined by the appraisal commissioned in connection with this abandonment request, as may be modified by city council) by the Applicant, as well as fulfillment of all other requirements of state law, city ordinances, and the City's abandonment policy.

Section 5. Upon satisfaction of the above, the Mayor and City Secretary are hereby authorized to execute and attest, respectively, a quitclaim deed, conveying the respective abandoned right of way interests to the abutting property owner(s).

Section 6. Repealer. All ordinances or parts of ordinances, or resolutions, official or unofficial policies, or practices inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 7. 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 _____, 2022.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____ , 2022.

_____
Debra Davison, Mayor

ATTEST:

_____
Tammy Bell, City Secretary

APPROVED AS TO FORM:

_____
Robert Gervais, City Attorney

City of Manvel
20025 Hwy 6 * Manvel, TX 77578
Phone 281-489-0630 Fax 281-489-0634

Application for Abandonment, Vacation, Closing and Relocation of Streets, Alleys, Rights-of-Way and Easements

Fees: $1000.00 (to be paid after staff determines if the request is feasible)

Date 12/08/2021

Name of property owner: (Proof of ownership must be provided)
Alvin Independent School District

Address: 301 East House Street, Alvin, Texas 77511 Phone# 281-388-1130

Reason and intent for requested action:
To abandon a portion of unimproved Oleander Street, which lies between Lewis Lane (improved) and Canaan Road (unimproved) and to expand the Alvin ISD Booth Agriculture Facility. Alvin ISD owns the property directly adjacent to and on both sides of said Oleander Street and currently operates an Agricultural Student Center on the property.

Entire limits and extent of the property to be abandoned, vacated, closed or relocated:
The unimproved portion of Oleander Street is located between outlots 98 and 99 of Dr. A.A. Luther subdivision recorded in Volume 1, page 71&72 of the Brazoria County Plat Records. Said portion of Oleander as dedicated to the public as a sixty (60') foot Right -of- Way per said DR. A.A. Luther Subdivision and lies between Lewis Lane on the North and Canaan Road on the South.

Signature of Applicant

John Camarillo - Platting Coordinator
Miller Survey Group
(713) 413-1900

County: Brazoria County
Project: Alvin ISD Booth Ag Center
M&B No. 211372
MSG Job No. 4333-DS

FIELD NOTES FOR A 0.913 ACRE TRACT

Being a tract of land containing 0.913 acres (39,755 square feet) located in the H.T. & B.R.R. Co. Survey, Abstract Number (No.) 283 and the M.V. O'Donnell Survey, Abstract No. 470, Brazoria County, Texas; said 0.913 acre tract being a portion of Oleander Street (60 feet unimproved right-of-way (R.O.W.) as dedicated in Dr. A.A. Luther Subdivision, a subdivision of record in Volume (Vol.) 1, Page (Pg.) 71, Brazoria County Plat Records (B.C.P.R.); said 0.913 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone No. 4204, per GPS observations. The herein shown coordinates are grid coordinates and may be brought to surface by dividing by the combined scale factor: 0.999867723615. All distances are surface.):

BEGINNING at a 5/8-inch iron rod with a cap stamped "West Belt" found (grid coordinates X: 3,129,775.97, Y: 13,736,650.50) at the southeast intersection of Lewis Lane (a.k.a. County Road 543, width varies per said Dr. A.A. Luther Subdivision and the amended plat of Manvel Meadows, a subdivision of record in Plat No. 2014011633, B.C.P.R.), and said Oleander Street, same being the northwest corner of Outlot 98 of said Dr. A.A. Luther Subdivision, being a called 10.02 acre tract (Tract 2) of record in the name of Alvin Independent School District in Vol. 1400, Pg. 360, Brazoria County Deed Records (B.C.D.R.), for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the northeast corner of said 10.02 acre tract bears, South 70 degrees 23 minutes 37 seconds East, a distance of 659.86 feet (grid coordinates X: 3,130,392.52, Y: 13,736,436.30);

THENCE, with the line common to the southeast R.O.W. line of said Oleander Street and the northwest line of said Outlot 98, South 19 degrees 39 minutes 41 seconds West, a distance of 662.55 feet to a 1/2-inch iron rod found at the northeast intersection of Canaan Road (60 feet wide per Dr. A.A. Luther Subdivision) and said Oleander Street, same being the southwest corner of said Outlot 98, for the southeast corner of the herein described tract;

THENCE, with the projection of the northeast R.O.W. line of said Canaan Road across said Oleander Street, North 70 degrees 26 minutes 55 seconds West, a distance of 60.00 feet to a 5/8-inch iron rod with a cap stamped "West Belt" found at the northwest intersection of said Canaan Road and said Oleander Street, same being the southeast corner of Outlot 99 of said Dr. A.A. Luther Subdivision, being a called 10.00 acre tract of record in the name of Alvin Independent School District in Brazoria County Clerk's File (B.C.C.F.) No. 90838-200, for the southwest corner of the herein described tract;

THENCE, with the line common to the northwest R.O.W. line of said Oleander Street and the southeast line of said Outlot 99, North 19 degrees 39 minutes 41 seconds East, a distance of 662.60 feet to a 5/8-inch iron rod with a cap stamped "West Belt" found at the southwest intersection of said Lewis Lane and said Oleander Street, same being the northeast corner of said Outlot 99, for the northwest corner of the herein described tract;

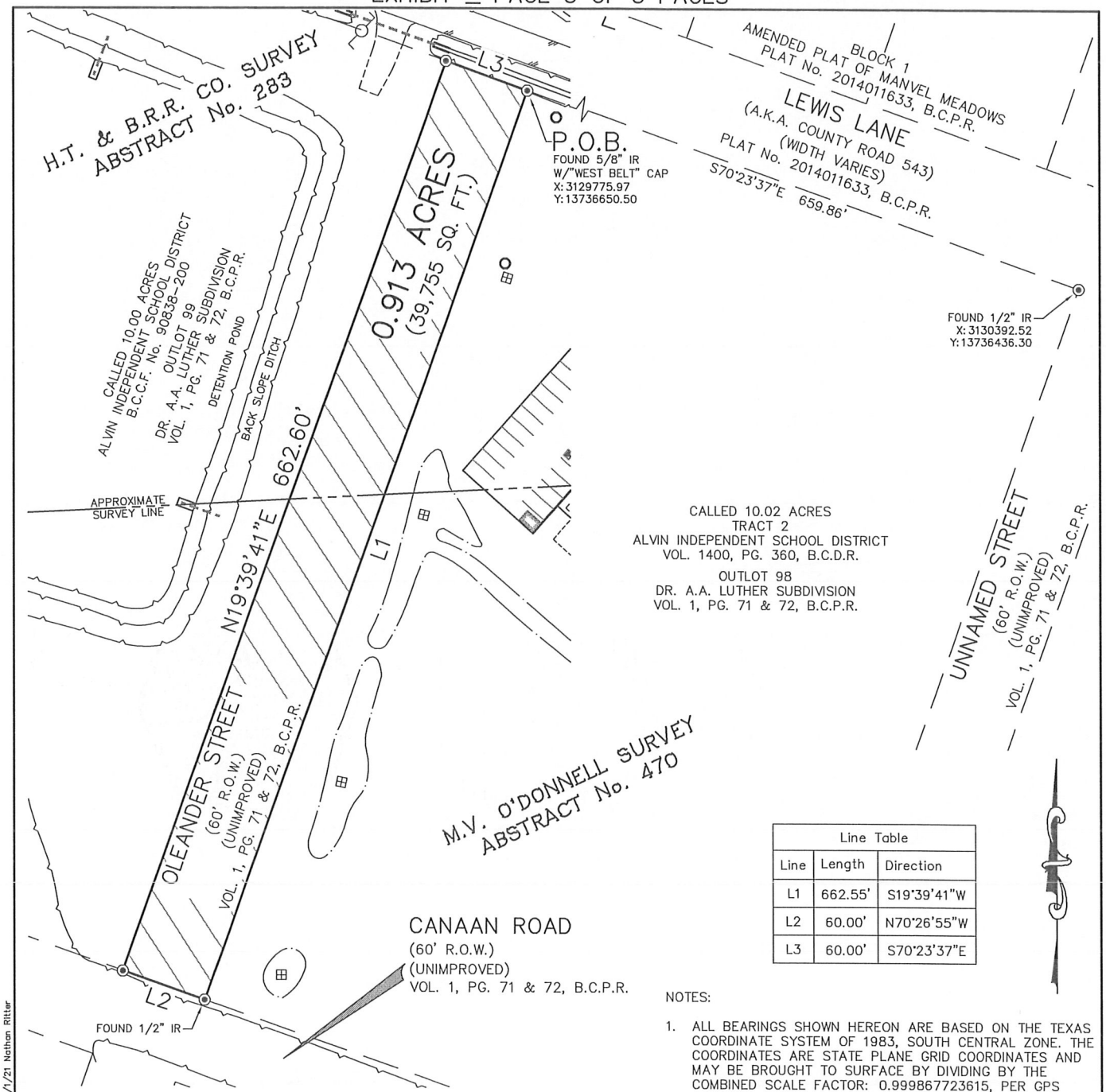
THENCE, with the projection of the southwest R.O.W. line of said Lewis Lane across said Oleander Street, South 70 degrees 23 minutes 37 seconds East, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.913 acres (39,755 square feet) of land.

An Exhibit has been prepared by Miller Survey Group and accompanies this description.

Brian E. Wilson, R.P.L.S.
Texas Registration No. 5745

STATE OF TEXAS
REGISTERED
BRIAN E. WILSON
5745
PROFESSIONAL
LAND SURVEYOR

Miller Survey Group
Texas Firm Reg. No. 10047100
www.millersurvey.com
Ph: (713) 413-1900
M&B No. 211372
Dwg No. 4333-EXH1
Date: December 1, 2021



Line Table		
Line	Length	Direction
L1	662.55'	S19°39'41"W
L2	60.00'	N70°26'55"W
L3	60.00'	S70°23'37"E

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. THE COORDINATES ARE STATE PLANE GRID COORDINATES AND MAY BE BROUGHT TO SURFACE BY DIVIDING BY THE COMBINED SCALE FACTOR: 0.999867723615, PER GPS OBSERVATIONS. ALL DISTANCES ARE SURFACE.
2. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

LEGEND

B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.M.R. = BRAZORIA COUNTY MAP RECORDS
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
FND = FOUND
No. = NUMBER
IR = IRON ROD
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY
S.F. = SQUARE FEET
PG. = PAGE
VOL. = VOLUME
◉ = FOUND 5/8-INCH IRON ROD WITH "WEST BELT" CAP (UNLESS OTHERWISE NOTED)
● = ANGLE POINT

EXHIBIT

BEING A 0.913 ACRE TRACT LOCATED IN THE H.T. & B.R.R. CO. SURVEY, A-283 & M.V. O'DONNELL SURVEY, A-470 IN BRAZORIA COUNTY, TEXAS

MILLER SURVEY GROUP
www.millersurvey.com
1760 WEST SAM HOUSTON PARKWAY NORTH HOUSTON, TEXAS 77043
PHONE 713-413-1900 FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 10047100

JOB No.: 4333-DS	SCALE: 1"= 100'	DATE: 12/01/2021	FIELD BOOK: N/A
DWG. No.: 4333-EXH1	DRAWN BY: NPR	CHK. BY: BEW	M&B No.: 211372

H:\A JOB FOLDER\4333-ALVIN ISD BOOTH AG CENTER\DWG\4333-EXH1.DWG 12/1/21 Nathan Ritter

28644

90838 200

2250

Prepared by the State Bar of Texas for use by lawyers only.
Revised 10-85.

© 1985 by the State Bar of Texas

QUITCLAIM DEED

Date:

Grantor: Elizabeth F. Deck Smith, a single woman

Grantor's Mailing Address (including county):

Grantee: Alvin Independent School District

Grantee's Mailing Address (including county):

605 West House
Alvin, Texas 77511
Brazoria County

Consideration:

The sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration

Property (including any improvements):

10 acres, more or less, Manvel Out-lot No. 99, out of H.T. & B. RR. Survey, Abstract 283 and M. V. O'Donnell Survey, Abstract 479, City of Manvel, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 3, Page 140, Plat Records, Brazoria County, Texas.

Reservations from Conveyance:

This is a conveyance of the surface fee rights only in and to the above-described property and there is not intended hereby a conveyance of any oil, gas or other minerals in, on or under or that may be produced from the above-described property.

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the property or any part of it, except as to the reservations from conveyance set forth above.

When the context requires, singular nouns and pronouns include the plural.

90838 201

EXECUTED this the 7th day of September, 1990.

Elizabeth F. Deck Smith
ELIZABETH F. DECK SMITH

(Acknowledgment)

STATE OF ~~TEXAS~~ Ohio
COUNTY OF Summit

This instrument was acknowledged before me on the 7th day of September, 1990, by Elizabeth F. Deck Smith

Gerald L. Davis
Notary Public, State of ~~TEXAS~~ Ohio
Notary's name (printed): Gerald L. DAVIS

Notary's commission expires:

GERALD L. DAVIS, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date.
Section 147.03 R.C.

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of , 19 , by of a corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

28644

FILED FOR RECORD

OCT 9 4 23 PM '90

COUNTY CLERK
BRAZORIA COUNTY, TEXAS

AFTER RECORDING RETURN TO:

VINSON & ELKINS
2904 First City Tower
1001 Fannin
Houston, Texas 77002-6760

PREPARED IN THE LAW OFFICE OF:

VINSON & ELKINS
2904 First City Tower
1001 Fannin
Houston, Texas 77002-6760

STATE OF TEXAS
COUNTY OF BRAZORIA

I, [illegible], Clerk of the County Court in and for [illegible] County, Texas, do hereby certify that this instrument was FILED [illegible] on the date and at the time stamped hereon by me; and was duly recorded in Volume [illegible] and page of the OFFICIAL RECORDS of [illegible] County, Texas, as stamped hereon by me.

County Clerk of Brazoria Co., Tx.

DEED

VOL 1400 PAGE 360

17142

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

KNOW ALL MEN BY THESE PRESENTS:

BLUE - 2-4
GREEN - 4-6
YELL - 6-3

That, E. C. PETERS and wife, MARJORIE PETERS, of the County of Brazoria, State of Texas, hereinafter called Grantors, for and in consideration of the sum of Ten Dollars ($10.00) cash, and other good and valuable consideration, to us in hand paid by ALVIN INDEPENDENT SCHOOL DISTRICT, hereinafter called Grantee, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto ALVIN INDEPENDENT SCHOOL DISTRICT, of Alvin, County of Brazoria, State of Texas, the following described lot, tract and parcel of land, situated in Brazoria County, Texas, to-wit:

TRACT I:

14.46 acres of land, being a part of Outlots 110 and 111 of the Dr. A. A. Luther Subdivision of the Town of Manvel, Brazoria County, Texas, according to the plat of record in Volume 1, pages 71 and 72, Plat Records of Brazoria County, Texas, and being more particularly described as follows:
BEGINNING at an iron rod marking the most southerly corner of Outlot 111 of the aforementioned subdivision;
THENCE North 22 deg. 48 min. 42 sec. East along the northeast line of Outlot 111, a distance of 762.0 feet to an iron rod for corner;
THENCE North 67 deg. 19 min. 18 sec. West a distance of 979.46 feet to an iron rod for corner;
THENCE South 22 deg. 48 min. 42 sec. West, at 160.4 feet set an iron rod for reference corner and continue for a total distance of 185.4 feet to a point for corner in the centerline of a drainage ditch;
THENCE South 12 deg. 12 min. 18 sec. East along the centerline of said drainage ditch a distance of 702.9 feet to a point for corner in the southwest line of the aforementioned Outlot 111;
THENCE South 67 deg. 19 min. 18 sec. East, at 17.5 feet pass an iron rod set for reference corner and continue for a total distance of 576.18 feet to the PLACE OF BEGINNING and containing 14.46 acres of land.

MARIE JANKE
2939 MASTANG DRIVE
LC
NAJI MOHAMMAD
21902 GUADALUPE

TRACT II:

10.02 acres of land, being all of Outlot 98 of the Dr. A. A. Luther Subdivision of the Town of Manvel, Brazoria County, Texas, according to the plat of record in Volume 1, pages 71 and 72, Plat Records of Brazoria County, Texas, and being more particularly described as follows:
BEGINNING at an iron rod marking the most southerly corner of Outlot 98;
THENCE North 67 deg. 19 min. 18 sec. West along the southwest line of Outlot 98 a distance of 660.0 feet to an iron rod for corner;
THENCE North 22 deg. 48 min. 42 sec. East a distance of 661.3 feet to an iron rod marking the most northerly corner of Outlot 98;
THENCE South 67 deg. 19 min. 18 sec. East a distance of 660.0 feet to an iron rod for corner;
THENCE South 22 deg. 48 min. 42 sec. West a distance of 661.3 feet to the PLACE OF BEGINNING and containing 10.02 acres of land.

2012-063439

THIS CONVEYANCE is made subject to the following: TRACT I subject to a right of way easement in favor of Brazoria County Drainage District #3, recorded in Volume 786, page 326, Deed Records of Brazoria County, Texas, and that portion of TRACT I located in Outlot 110 subject to a prior reservation of all the oil, gas and other minerals by predecessors in title; TRACT II subject to a prior reservation of a 1/32nd non-participating royalty interest conveyed by instrument recorded in Volume 302, page 64, Deed Records of Brazoria County, Texas; and both TRACTS I and II subject to an oil, gas and mineral lease dated June 5, 1977, executed by Grantors herein to Murff F. Bledsoe, III, recorded in Volume 1350, page 280, Deed Records of Brazoria County, Texas, for a five year term, corrected and refiled in Volume 1356, page 358, Deed Records of Brazoria County, Texas, and assigned to Mesa Petroleum Company by instrument recorded in Volume 1354, page 474, Deed Records of Brazoria County, Texas, and amended by instrument dated May 3, 1978, recorded in Volume 1396, page 610, Deed Records of Brazoria County, Texas.

Grantors herein hereby expressly reserve unto themselves, their heirs and assigns, one-half (1/2) the royalties payable under the above described oil, gas and mineral lease in favor of Mesa Petroleum Company; and hereby expressly reserve a one-half (1/2) non-participating royalty interest of all royalties which may be payable under any future oil, gas and mineral leases. Grantors further herein also retain for themselves, their heirs and assigns, all future delay rentals payable under the existing oil, gas and mineral lease of said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors

and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 2nd day of June, 1978.

E. C. Peters
E. C. PETERS

Marjorie Peters
MARJORIE PETERS

STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared E. C. PETERS and wife, MARJORIE PETERS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 2nd day of June, 1978.

Lottie Dyson
Notary Public in and for
Brazoria County, Texas.

LOTTIE DYSON, NOTARY PUBLIC
BRAZORIA COUNTY, TEXAS

FILED FOR RECORD
AT 2:14 O'CLOCK P M.

JUN 5 1978

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY Helen Berg DEPUTY

RESOLUTION NO. 2017-R-13

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 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 7:00 p.m. In the event Monday falls on a holiday, the meeting for that day shall be rescheduled as determined by Council. Any meeting of 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 72 hours prior 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 Council members shall constitute a quorum for the transaction of business.

(E) The City Council may retire into Executive Session 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 ~~the Mayor or~~ 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 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 Texas open meetings act, and as enacted herein. If, not withstanding the positive provisions of this rule, the presiding, officer whether Mayor, Mayor Pro-Tem, or Council member presiding, shall attempt to prevent 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 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. 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 6. 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 over rule 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 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 7. 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 member of the Council, or City Manager, shall be submitted to the City Secretary not later than noon of the Tuesday preceding the meeting at which the same is to be considered.

Rule 8. Motion to table

Since the City Council of the City of Manvel will always have regularly scheduled meetings, a motion to table, 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 9. 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).

Rule 10. 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 11. 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 ninety (90) days have elapsed.

Rule 12. 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 be made by any member of the Council in writing and filed with the presiding office, it shall still require a second.

Rule 13. 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 tape recorder, and maintain proper functioning and tape changes 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 tape 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 14. 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 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 15. Citizens' right to be heard

Any citizen 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 citizens 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.** Citizens 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. In addition, citizens may request a Council member to place an item on the agenda for deliberative purposes.

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 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.

Rule 16. Order of Business

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

(1) Call to order.
(2) Invocation.
(3) Pledge of allegiance.
(4) Special Recognition and Acknowledgements
(5) Public hearings - as called.
(6) The Council shall receive petitions and hear any member of the public as provided in Rule 15, and any appeal or other matter shall then be heard by the City Council.
(7) Committee or special reports.
(8) City manager reports and/or Mayor's report
(9) Tabled items shall then be considered.
(10) Items for discussion and action shall then be considered.
(11) Then the Council shall consider any resolutions and/or ordinances that are currently before them.
(12) Consent agenda
    A. Bids.
    B. Appointments.
    C. Matters routine in nature.
    D. Routine resolutions.
    E. Minutes.
(13) Communications from the Mayor and Council shall be presented.

Rule 17. Order of business for special meetings

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

(1) Call to order
(2) The presiding officer shall state the purpose(s) of the meeting.
(3) No business shall be discussed or acted upon at such meeting unless the subject has been duly posted in accordance with the Texas open meetings act.
(4) Adjourn meeting.

Rule 18. 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 Rules 16 and 17, but the order of business may be suspended by a majority vote.

Rule 19. 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 20. Sergeant at Arms

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

Rule 21. Authority to Sign Grant Applications

The Mayor is authorized to sign and submit grant applications on behalf of the City. Said applications shall be approved or ratified by City Council on or before the next regular scheduled City Council Meeting.

PASSED, APPROVED, AND RESOLVED by the City Council of the City of Manvel, Texas on this the 10th day of July, 2017.

Effective October 2017

Debra Davison, Mayor
Manvel, Texas

ATTEST:

Tammy Bell
City Secretary

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

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

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

MINUTES 2/22/2022

Workshop Session

Lorraine Hehn called the workshop of the Manvel City Council to order at 6:02 p.m.
Those in attendance were:

Present: City Council Member Place 1 Larry Akery
City Council Member Place 2 Lorraine Hehn
City Council Member Place 3 Niccole Tyson
City Council Member Place 4 Dan Davis
City Council Member Place 6 Jerome Hudson

Absent: Mayor Debra Davison
City Council Member Place 5 Jason Albert

Also Present: Kyle Jung, City Manager
Robert Gervais, City Attorney
Dan Johnson, Asst City Manager/City Engineer
Tammy Bell, City Secretary
Keith Traylor, Chief of Police
Jessica Rodriguez, Director of Development Services
Chris Thomas, Director of Finance
Gilbert Salas, Director of Community Services
Chad Dumont, HR Manager

Presentation on the Master Drainage Plan

Presentation on the Master Drainage Plan update by Jarrod Aden of Lentz Engineering.
Lentz Engineering, LLC (Lentz) was retained by the City of Manvel (Manvel) to provide an update to the City of Manvel's Master Drainage Plan (MDP) prepared by Klotz Associates (Klotz) in 2014. Unlike the Klotz DP the scope of our services did not include hydrologic and hydraulic modeling and a high level of analysis. The purpose of this MDP addendum is to document changes of drainage significance which have occurred in the last several years and to identify some possible additional projects which provide opportunities for the City of Manvel to further improve drainage within their jurisdiction.

Discussion on any subject listed on the Agenda dated February 22, 2022.

Dan Davis -
Agenda items 1-3
Can something be done to stop these plats from having to move forward when they're not ready for approval
Agenda item 5
For subdivision variances, can we add a timeline to the agreement

Regular Session

Call To Order

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

Present:	City Council Member Place 1 Larry Akery City Council Member Place 2 Lorraine Hehn City Council Member Place 3 Niccole Tyson City Council Member Place 4 Dan Davis City Council Member Place 6 Jerome Hudson
Absent:	Mayor Debra Davison City Council Member Place 5 Jason Albert
Also Present:	Kyle Jung, City Manager Robert Gervais, City Attorney Dan Johnson, Asst City Manager/City Engineer Tammy Bell, City Secretary Keith Traylor, Chief of Police Jessica Rodriguez, Director of Development Services Chris Thomas, Director of Finance Gilbert Salas, Director of Community Services Chad Dumont, HR Manager

Inspirational Reading - Council Member Jason Albert

Pledge

Citizen Comments: "Comment Card" Required

JW Washington - Pearland resident
Applauds the city on what they're doing to prepare for the growth with master drainage plan
Running for Drainage District #4 position

Katherine Jones - Lewis Ln
Requesting sewer on the right side of Lewis Ln
Has water but no sewer

Jason Black - Cameron Recycling
- Hired an engineering firm to monitor noise and provide a survey
- 1 piece of equipment in particular was responsible for the majority of the noise and they made some modifications to it to try to alleviate the noise it produces.
- Training operators on how to handle the metal, placing instead of dropping metal, which is a slower process but willing to do this if it helps.

Presentation

Proclamation
February 2022-Black History Month
Proclamation on Black History Month read by Council Member Jerome Hudson

Presentation on Black History Month by students Justice James and Chloe Lynch

City Manager Update
Extends thanks to staff in his absence the previous week.

Covid update:
6175 total, up 143 from last meeting
81 confirmed, down 291
probable 27, down 41
recovered 6022, up 473
45 deaths, up 2

New officer hired.
PIO starts next week.

Regular Agenda

3. Approve second and final reading of Ordinance 2022-O-03;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF 21,000 SQUARE FEET LOCATED AT 7507 MASTERS ROAD, MANVEL, TEXAS, FROM LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT (LC/SH6) TO LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT LC/SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR NAICS USE 621111 "OFFICES OF PHYSICIANS (EXCEPT MENTAL HEALTH SPECIALISTS)"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. (Forwarded with favorable recommendation with conditions by PD&Z with a 4/1 vote)

Council Member Davis made the motion to remove item 3 from the Consent Agenda. Council Member Hudson seconded the motion.

Vote: 5/0

Yes: City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 6 Jerome Hudson

No: None

Absent: Mayor Debra Davison, City Council Member Place 5 Jason Albert

Abstained: None

This item was removed from the consent agenda and voted on in the regular agenda.

Council Member Davis abstained from voting on this item.

Council Member Jerome Hudson made the motion to approve with an amendment to the SUP reflecting allowable operating hours from 7:30 a.m. to 10:00 p.m. Council Member Larry Akery seconded the motion.

The motion carried with a vote: 4/0

Yes: City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 6 Jerome Hudson

No: None

Absent: Mayor Debra Davison, City Council Member Place 5 Jason Albert

Abstained: City Council Member Place 4 Dan Davis

1. Consideration and possible action to approve Final Plat for Meridiana Section 52;
Being a subdivision of 21.88 acres out of the H.T. & B.R.R. Company Survey, Section 61, Abstract 282, and the Oliver Hall Survey, Abstract 203, City of Manvel, Brazoria County, Texas. (Favorable recommendation by PD&Z FAILED 0/7).

2. Consideration and possible action to approve Final Plat for Meridiana Detention Reserve M-2;
Being a subdivision of 4.644 acres out of the H.T. & B.R.R. Company Survey, Section 61, Abstract 282, and the Oliver Hall Survey, Abstract 203, City of Manvel, Brazoria County, Texas. (Favorable recommendation by PD&Z FAILED 0-7).

3. Consideration and possible action to approve Final Plat for Meridiana Detention Reserve N-2;
Being a subdivision of 7.081 acres out of the H.T. & B.R.R. Company Survey, Section 61, Abstract 282, and the Oliver Hall Survey, Abstract 203, City of Manvel, Brazoria County, Texas. (Favorable recommendation by PD&Z FAILED 0-7)

Council Member Dan Davis made the motion to approve agenda items 1, 2, and 3. Council Member Niccole Tyson seconded the motion.

The motion FAILED with a vote: 2/3

Yes: City Council Member Place 3 Niccole Tyson, City Council Member Place 6 Jerome Hudson

No: City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 4 Dan Davis

Absent: Mayor Debra Davison, City Council Member Place 5 Jason Albert

Abstained: None

4. Consideration and possible action to direct staff to provide Applicants written statements of the conditions for any conditional approvals, and the reasons for disapproval of any plans or plats that were not approved, per Texas Local Government Code §212.0091.

Council Member Dan Davis made the motion to approve. Council Member Jerome Hudson seconded the motion.

The motion carried with a vote: 5/0

Yes: City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council

Member Place 4 Dan Davis, City Council Member Place 6 Jerome Hudson
No: None
Absent: Mayor Debra Davison, City Council Member Place 5 Jason Albert
Abstained: None

5. Consideration and possible action to approve a Subdivision variance request for property located at 6336 Del Bello Spur, seeking to vary Chapter 62, Section 62-111, Additional Street Requirements and authorize the Mayor to execute the Development Agreement.

Jessica Rodriguez, Director of Development Services shares the two conditions to the variance:
1) Subdivision variance will expire upon exchange of the use from Single Family Residential detached structure
2) Subdivision variance would expire when the property is replatted into more than one lot or reserve

Council Member Dan Davis made the motion to approve with conditions. Council Member Jerome Hudson seconded the motion.
The motion carried with a vote: 5/0
Yes: City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 6 Jerome Hudson
No: None
Absent: Mayor Debra Davison, City Council Member Place 5 Jason Albert
Abstained: None

6. Consideration and possible action to approve the first of two readings of Ordinance 2022-O-06; AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING CHAPTER 50. *PLANNING AND DEVELOPMENT*, ARTICLE III. *COMPREHENSIVE PLAN*, BY APPROVING THE 2022 MASTER WATER PLAN UPDATE DOCUMENT AS THE 2022 MASTER WATER PLAN; AMENDING SECTION 50-54. *MASTER WATER PLAN* INTEGRATING THE CITY'S 2022 MASTER WATER PLAN INTO THE CITY'S COMPREHENSIVE PLANS; PROVIDING FOR CONFORMITY OF ALL REGULATIONS TO THE MASTER WATER PLAN; 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; AND PROVIDING A SEVERANCE CLAUSE AND EFFECTIVE DATE.

Council Member Dan Davis made the motion to approve. Council Member Jerome Hudson seconded the motion.
The motion carried with a vote: 5/0
Yes: City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 6 Jerome Hudson
No: None
Absent: Mayor Debra Davison, City Council Member Place 5 Jason Albert
Abstained: None

7. Consideration and possible action on the appointments of the Manvel Economic Development

Corporation Board positions #1, #2, and #3 with a term to expire in March 2024.

Council Member Larry Akery made the motion to put forward a slate of Angela Graham for Place 1; Lorraine Hehn for Place 2; and Donald Atkinson for Place 3. Council Member Jerome Hudson seconded the motion.

The motion carried with a vote: 5/0

Yes: City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 6 Jerome Hudson

No: None

Absent: Mayor Debra Davison, City Council Member Place 5 Jason Albert

Abstained: None

8. Consideration and possible action on the appointments of the Manvel Planning Development and Zoning Commission positions #5, #6, and #7 with a term to expire in March 2024.

Council Member Lorraine Hehn made the motion to put forward a slate of reappointing current PDZ Members, Dorothy Wynne, Christy Kennard, and Muhammed Alam to their respective positions. Council Member Jerome Hudson seconded the motion.

The motion carried with a vote: 4/1

Yes: City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 6 Jerome Hudson

No: City Council Member Place 4 Dan Davis

Absent: Mayor Debra Davison, City Council Member Place 5 Jason Albert

Abstained: None

9. Consideration and possible action to direct staff on the proposed amendments to Code of Ordinances ARTICLE IX. NOISE REGULATION.

Chief Traylor -
Since the last meeting, he has researched other city's noise ordinances and came across the City of Sugarland's ordinance, which he feels meets what Council was wanting to see in the revision of our noise ordinance.

Dan Davis -
Asked for clarification of section 44-162 e in the draft ordinance.
Q: If a violation occurs, what tools do you have to enforce this?
A: Up to $500 per citation and the judge/court would assess the amount
Q: 44-161 d; if business operates next to residence - can't operate between 10 p.m. to 6 a.m. Would this not be applicable to churches?
A: Does not include churches
Q: 44-161 a; uses the word "may" - is there a specific reason this word was used compared to "shall"?
A: Chief would personally like to keep "may" because it leaves it at the officers' discretion, but this is something we can look at and possibly change since this is a draft.
Would be fine with this coming before Council for approval at next meeting after the necessary cleanup occurs.

No action taken.

10. Consideration and possible action to direct staff on the following items as requested by Council Member Albert;

    a. Status of open positions and option to engage an outside recruitment agency to find Fire Marshals and or other open city positions.
    b. Discussion on open police department positions and possible action to define recruit and retain police department recruiter(s) FTE(s) position(s).
    c. Discussion and possible action on the effectiveness of HR and HR related activities.
    d. Discussion and possible action on multiple reports of staff failures to engage city customers, including but not limited to updates on Michael Johnson's repeated complaints of lack of enforcement actions.
    e. Discussion and possible action on the status of the salary survey and employee engagement survey. (Direction was given to staff in September).

Council Member Jerome Hudson made the motion to table. Council Member Larry Akery seconded the motion.

The motion carried with a vote: 5/0

Yes: City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 6 Jerome Hudson

No: None

Absent: Mayor Debra Davison, City Council Member Place 5 Jason Albert

Abstained: None

Consent Agenda

1. Approve Final Plat for Meridiana Detention Reserve V Phase 2;
   Being a subdivision of 1.074 acres out of the H.T. & B.R.R. Company Survey, Section 61, Abstract 282, and the Oliver Hall Survey, Abstract 203, City of Manvel, Brazoria County, Texas. (Favorable recommendation by PD&Z 7-0)

2. Approve Final Plat of Meridiana Elementary School Site No. 2;
   Being a subdivision of 13.00 acres out the Oliver Hall Survey, Abstract 203, City of Manvel, Brazoria County, Texas. (Favorable recommendation by PD&Z 7-0)

4. Approve second and final reading of Ordinance 2022-O-05;
   AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING CHAPTER 50. *PLANNING AND DEVELOPMENT*, ARTICLE III. *COMPREHENSIVE PLAN*, BY APPROVING THE 2022 MASTER WASTEWATER PLAN UPDATE DOCUMENT AS THE 2022 MASTER WASTEWATER PLAN; AMENDING SECTION 50-55. *MASTER WASTEWATER PLAN* INTEGRATING THE CITY'S 2022 MASTER WASTEWATER PLAN INTO THE CITY'S COMPREHENSIVE PLANS; PROVIDING FOR CONFORMITY OF ALL WASTEWATER REGULATIONS TO THE MASTER WASTEWATER PLAN; 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; AND PROVIDING A SEVERANCE CLAUSE AND EFFECTIVE DATE.

5. Acceptance of the meeting minutes to date.

Council Member Jerome Hudson made the motion to approve Consent Agenda items 1, 2, 4, and 5. Council Member Niccole Tyson seconded the motion.

The motion carried with a vote: 5/0

Yes: City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 6 Jerome Hudson

No: None

Absent: Mayor Debra Davison, City Council Member Place 5 Jason Albert

Abstained: None

Executive Session

No executive session.

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

Mayor and Council Comments

Adjourn

Council Member Dan Davis made the motion to adjourn. Council Member Jerome Hudson seconded the motion.

The motion carried with a vote: 5/0

Yes: City Council Member Place 1 Larry Akery, City Council Member Place 2 Lorraine Hehn, City Council Member Place 3 Niccole Tyson, City Council Member Place 4 Dan Davis, City Council Member Place 6 Jerome Hudson

No: None

Absent: Mayor Debra Davison, City Council Member Place 5 Jason Albert

Abstained: None

The meeting adjourned at 7:58 p.m.

CERTIFICATION

_____

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

ROAD CONSTRUCTION AGREEMENT BETWEEN THE CITY OF MANVEL, TEXAS, BRAZORIA COUNTY, TEXAS, GULF COAST WATER AUTHORITY, VDB PARTNERS LTD., AND ASHTON HOUSTON RESIDENTIAL LLC

This Road Construction Agreement (this "*Agreement*") is effective as of _____, 2021 ("*Effective Date*"), by and between the CITY OF MANVEL, TEXAS, a Texas home-rule city (the "*City*"), BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas (the "*County*"), GULF COAST WATER AUTHORITY, a conservation and reclamation district ("*GCWA*"), VDB PARTNERS LTD., a Texas limited partnership ("*VDB*"), and ASHTON HOUSTON RESIDENTIAL LLC, a Texas limited liability company ("*Ashton,*" together with the City, the County, VDB, and GCWA, "*Parties*," and each a "*Party*").

RECITALS

WHEREAS, Ashton owns 132.908 acres, as described in **Exhibit A** attached hereto ("*Ashton Tract*"), located in the County and within the extraterritorial jurisdiction of the City;

WHEREAS, VDB owns 79.905 acres, as described in **Exhibit B** attached hereto ("*VDB Tract*"), located in the County and within the city limits of the City;

WHEREAS, the parties wish to provide for the design, financing, and construction of (i) a portion of Manvel Parkway south of County Road 58, (ii) a portion of County Road 94 north of County Road 58, (iii) relocation of County Road 58 east of County Road 94, and (iv) the intersection of County Road 58 and Manvel Parkway/County Road 94, each of (i) – (iv) as more specifically set forth in this Agreement;

WHEREAS, (i) County Road 58 west of its intersection with Manvel Parkway/County Road 94, and (ii) a portion of County Road 94 north of County Road 58, will be designed, financed, and constructed pursuant to the terms of that certain Developers Agreement, Transportation Improvements Project, Expansion of County Roads 58 and 94, between the County, WSLD SEDONA LAKES VI, L.P., and Sedona Lakes Municipal Utility District No. 1 ("*Sedona MUD 1*"), dated July 26, 2016 ("*2016 Agreement*") and attached hereto as **Exhibit 5**.

WHEREAS, crossing of the existing canal ("*GCWA Canal*") by Manvel Parkway (South) and the intersection of Manvel Parkway and County Road 58 is addressed in that certain Purchase and Sale Agreement dated August 11, 2021, between GCWA and VDB, attached hereto as **Exhibit 6** ("*GCWA PSA*").

WHEREAS the 2016 Agreement, GCWA PSA, and this Agreement encompass the full arrangement and allocation of rights, obligations, and responsibilities with respect to

design, financing, and construction of portions of Manvel Parkway south of County Road 58, County Road 94 north of County Road 58, County Road 58 east and west of County Road 94/Manvel Parkway, and the intersection of Manvel Parkway/County Road 94.

WHEREAS, the City agrees that the provisions of this Agreement substantially advance legitimate interests of the City;

WHEREAS, the County agrees that the provisions of this Agreement, and the goods and services to be provided to the County by VDB and Ashton hereunder, substantially advance legitimate interests of the County; and

WHEREAS, GCWA agrees that the provisions of this Agreement, and the goods and services to be provided to the GCWA by VDB, Ashton, and the City hereunder, substantially advance legitimate interests of the GCWA;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree as follows:

ARTICLE 1
REGIONAL IMPROVEMENTS

1.1. Regional Improvements

(A) *Manvel Parkway South of County Road 58*. Manvel Parkway will be constructed ("*Manvel Parkway (South) Project*") from County Road 58 to the southern boundary line of the VDB Tract ("*Manvel Parkway (South)*"), along the alignment shown in **Exhibit C** and **Exhibit 1** attached hereto (collectively, "*Manvel Parkway Road Alignment*"). Manvel Parkway (South) will be designed and constructed as a Type P1 roadway, as defined in the City's Master Thoroughfare Plan. The Manvel Parkway (South) Project includes the GCWA Canal Crossing defined below.

(B) *County Road 58 Relocation*. County Road 58 will be relocated to the alignment shown in **Exhibit C** and **Exhibit 3** attached hereto ("*County Road 58 Relocation Alignment*") and will be constructed with a four-lane boulevard cross section. A portion of existing County Road 58 will be abandoned and released for development and a portion of existing County Road 58 will remain to provide access to existing structures and will tie into new County Road 58 as shown on **Exhibit 3**.

(C) *County Road 94 Extension*. County Road 94 will be constructed as a four-lane boulevard from its current terminus south of Mustang Bayou to County Road 58 as shown in **Exhibit C**.

(D) *Manvel Parkway/County Road 58 Intersection*. The intersection of County Road 58 and Manvel Parkway/County Road 94 at ultimate buildout is shown in **Exhibit 4**. All phases of the various road projects described herein will be consistent with that ultimate configuration.

(E) *GCWA Canal Crossing.* Crossing of the GCWA Canal by Manvel Parkway (South) and the Manvel Parkway/County Road 58 Intersection shall comply with the Manvel Parkway Road Alignment and has been addressed by GCWA and VDB in the GCWA PSA.

(F) The regional improvements described in this Section will be constructed in phases as further described below. The phases described below satisfy the phasing schedule requirement included in Section 62-39 of the City Code of Ordinances.

(G) All regional improvements described in this Section will be constructed in accordance with all City or County criteria, as applicable, in effect at the time of the execution of the permit application.

1.2. Ashton's Rights and Obligations

(A) *Manvel Parkway ROW Dedication.* Ashton shall dedicate to the County any road right-of-way necessary for the Manvel Parkway Road Alignment located on the Ashton Tract. Ashton shall execute all documents necessary to make this dedication within 90 days of the execution of this Agreement.

(B) *County Road 58 ROW Dedication.* Ashton shall dedicate to the County the full 120-feet of road right-of-way required for the complete relocation of County Road 58 with the plat for lot development of its Phase I ("*Phase I*") as shown on **Exhibit C**.

(C) *Construction of the County Road 58 Relocation.*

a. *Design of Manvel Parkway/County Road 58 Intersection*. Ashton shall design the ultimate configuration of the Manvel Parkway/County Road 58 Intersection ("*Intersection Design*"), with Ashton's design of the Phase 1 improvements. The Intersection Design shall require City and County approval.

b. During Ashton's construction of lots for Phase I, Ashton shall design, finance, and construct the northern two lanes of the cross section and

drainage facilities for that portion of the County Road 58 Relocation shown in red on **Exhibit 1**.

c. During Ashton's construction of lots for Phase II as shown on **Exhibit C**, Ashton shall (i) design, finance, and construct the northern two lanes of the cross section and drainage facilities for that portion of the County Road 58 Relocation shown in purple on **Exhibit 2**, (ii) design, finance, and construct a 30-foot 2-lane road in a 60′ right-of-way connecting existing County Road 58 along the southern border of the Ashton Tract to the newly-relocated County Road 58, and (iii) provide water and sewer stub-outs to the 1.54-acre Emergency Services Tract. Drainage requirements for the Emergency Services Tract will be included in the overall Ashton Tract drainage plan at no cost to the City, all as shown on **Exhibit C**.

d. During Ashton's construction of lots for Phase III as shown on **Exhibit C**, Ashton shall design, finance, and construct the southern two lanes of the cross section and drainage facilities for the portion of County Road 58 Relocation shown in blue on **Exhibit 3**.

e. Ashton shall complete the design, financing, and construction of Ashton's portion of the County Road 58 Relocation no later than April 2, 2029. Except as provided herein, Ashton shall have no further obligation for the development of the County Road 58 Relocation.

f. Ashton shall dedicate and transfer the 1.54-acre Emergency Services Tract to the City at the earlier of (i) the plat for lot development of its Phase II, or (ii) December 31, 2023.

(D) *County Road 94 ROW Dedication.* Ashton shall dedicate any road right-of-way required for the County Road 94 Extension located on the Ashton Tract within 90 days of the execution of this Agreement.

(E) *County Road 94 Extension*. Ashton shall design, finance, and construct the eastern 2 lanes of the County Road 94 Extension up to (but not across) Mustang Bayou, during the development of Ashton's Phase III lots as shown in **Exhibit C** and **Exhibit 3**. Upon completion of Ashton's portion of the County Road 94 Extension as provided in this Section 1.2(E), which only includes the eastern two lanes along Ashton's property and does not include a bridge over Mustang Bayou, Ashton shall have no further obligation for the development of the County Road 94 Extension.

(F) *Development of Phase I lots*. Ashton may plat and begin development of the Phase I lots upon execution of this Agreement by all Parties and approval of an amendment to the Master Plat/Sedona Lakes Development Agreement. Ashton's only off-site road construction obligation necessary for its Phase I lot development is the Phase I construction of County Road 58 as described in subsection 1.2 (C)b. above.

1.3. VDB's Rights and Obligations

(A) *Manvel Parkway (South) ROW Dedication*. VDB shall dedicate to the City any road right-of-way necessary for the Manvel Parkway Road Alignment located on or adjacent to the VDB Tract from County Road 58 to the Manvel Parkway right-of-way located at the northern edge of the Del Bello Lakes development. VDB shall execute all documents necessary to make this dedication within 90 days of execution of this Agreement.

(B) *Manvel Parkway (South) Construction.* VDB shall design, finance, and construct, pursuant to the Manvel Parkway Road Alignment, and, as and when required, under the City's Development regulations, but not later than April 2, 2025, the four lanes of the cross section in the City's Thoroughfare Plan and drainage facilities for Manvel Parkway (South) from County Road 58 to the Manvel Parkway right-of-way located at the northern edge of the Del Bello Lakes development, pursuant to the Manvel Parkway Road Alignment, as illustrated on **Exhibit C**. VDB may design, finance, and construct this portion of Manvel Parkway (South) in two phases, as shown on **Exhibit C**.

(C) *GCWA Canal Crossing*. Manvel Parkway (South) and the Manvel Parkway/County Road 58 Intersection shall cross the GCWA Canal pursuant to the Manvel Parkway Road Alignment and the terms of the GCWA PSA.

(D) *County Road 58 ROW Dedication.* VDB shall dedicate any road right-of-way necessary for the County Road 58 Relocation Alignment located on or adjacent to the VDB Tract. VDB shall execute all documents necessary to make this dedication within 90 days of execution of this Agreement.

(E) *County Road 58 Relocation and County Road 94 Extension*. VDB shall pay for one-half (1/2) of the costs of Ashton's portion of the County Road 58 Relocation, as described in Section 1.2(C), including Intersection Design, and one-half (1/2) of the costs of Ashton's portion of the County Road 94 Extension, as described in Section 1.2(E).

1.4. County's Rights and Obligations

(A) *Approval of Road Alignments*. The County will approve the roadway alignments, cross sections, and preliminary design as described and depicted in this Agreement. Approval shall not be unreasonably withheld.

(B) *County Road 94 Extension*. The County shall acquire any right-of-way not owned by Ashton and required for Ashton's portion of the County Road 94 Extension.

(C) *Abandonment of ROW*. The County agrees to abandon the portion of current County Road 58 along the western boundary of the Ashton Tract, upon completion of the relocation of County Road 58, pursuant to the County Road 58 Relocation Alignment illustrated in **Exhibit 2**.

(D) *Plan approval*. The County shall promptly approve all plans and specifications for the road improvements described herein that are consistent with this Agreement and County standards.

(E) *2016 Agreement*. The County shall comply with and take all commercially reasonable action to enforce the terms of the 2016 Agreement to ensure the construction of the road improvements within the time periods required therein.

1.5. City's Rights and Obligations

(A) *Approval of Road Alignments*. The City approves the Manvel Parkway Road Alignment and the County Road 58 Relocation Alignment shown in **Exhibit C** and **Exhibits 1 through 4**.

(B) *Approval of Phasing Plan*. The City approves the phasing plan for the Ashton Tract as shown in **Exhibit C** and **Exhibits 1 through 3**. The phases described below satisfy the street phasing schedule requirement included in Section 62-39 of the City Code of Ordinances.

(C) *Plan approval*. The City shall promptly approve all layout and phasing in the plans and specifications for the road improvements described herein that are consistent with this Agreement.

(D) *Creation of District*. The City will work with VDB on the creation of a municipal utility district or municipal management district within the bounds of the VDB Tract, subject to the approval of an ordinance or resolution by the Manvel City Council consenting to creation of the District.

(E) *Abandonment of Iowa Lane.* After construction of the Manvel Parkway (South) Project, including the GCWA Canal Crossing, is complete, the City shall consider the abandonment of the portion of Iowa Lane on the VDB Tract to determine if any other tracts use Iowa Lane for access and any abandonment will create land-locked tracts. The process to abandon the right-of-way outlined in the City's abandonment policy shall still have to be followed.

(F) *Plat Approval*. The City shall notify the County upon final plat approval of the initial plat submittal for the residential property associated with any phase referenced in this Agreement.

1.6. GCWA's Rights and Obligations

(A) *GCWA Canal Crossing*. Subject to the terms of the GCWA PSA and GCWA's applicable requirements and standards, including crossing and access standards, GCWA shall permit Manvel Parkway (South) and the Manvel Parkway/County Road 58 Intersection to cross the GCWA Canal pursuant to the Manvel Parkway Road Alignment and the terms of the GCWA PSA.

ARTICLE 2
DEFAULT

2.1 Default.

(A) If any Party ("*Non-Performing Party*") does not perform its obligations hereunder in substantial compliance with this Agreement, in addition to the other rights given the other Parties ("*Performing Parties*") under this Agreement, the Performing Parties may enforce specific performance of this Agreement or seek actual damages incurred by the Performing Parties for any such default.

(B) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced within 30 days of the receipt of such notice. Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and

nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

(C) Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party, except payment obligations, is delayed as a result of circumstances which are beyond the reasonable control of such Party, including, but not limited to pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [including, but not limited to severe rain storms or below freezing temperatures, hurricanes, or tornados], labor action, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of performance as a result of any of the foregoing "*force majeure*" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven days after the claiming Party becomes aware of the same, and if the claiming party fails to so notify the other Party of the occurrence of a "*force majeure*" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Section. Force majeure does not excuse payment obligations.

ARTICLE 3
MISCELLANEOUS PROVISIONS

3.1 Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

3.2 Construction and Interpretation.

(A) Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

(B) The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

(C) This Agreement may be executed in several counterparts; each of which shall be deemed an original. The signatures to this Agreement may be executed on separate pages, and when attached to this Agreement shall constitute one complete document.

3.3. Miscellaneous Provisions.

(A) Actions Performable. The Parties agree that all actions to be performed under this Agreement are performable solely in Brazoria County.

(B) Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

(C) Amendment. Any amendment to this Agreement must be in writing and signed by all Parties hereto or their assignees.

(D) Exhibits. **Exhibits 1 through 4** attached to this Agreement are incorporated herein by reference and expressly made part of this Agreement as if copied verbatim. **Exhibit C** and **Exhibits 1 through 4** show the Manvel Parkway Road Alignment, the County Road 58 Relocation Alignment, and the phasing plan for construction thereof. **Exhibit C** and **Exhibits 1 through 4** do not amend the current, approved Master Plat for the Property, which the parties acknowledge will require separate, additional approval by the City, Ashton, and Sedona MUD No.1 prior to development by Ashton.

(E) Notice. Any notice or demand, which the Parties are required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed to:

If to the City:

City of Manvel, Texas
P.O. Box 187
Manvel, Texas 77578
Attention: City Manager

If to the County:

Brazoria County, Texas
111 E. Locust Street
Angleton, Texas 77515
Attention: County Engineer

If to Ashton:

Ashton Houston Residential LLC
c/o Ashton Woods – Houston Division
4920 Westway Park Blvd. Suite 125
Houston, TX 77041
Attention: Greg McKenzie

With a copy to:

The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478
Attention: Richard L. Muller, Jr.

If to VDB:

VDB Partners, Ltd.
5151 San Felipe St, STE 1385
Houston, TX 77056
Attention: William C. Visinsky

With a copy to:

Fizer Beck Webster Bentley & Scroggins
5718 Westheimer, Suite 1750
Houston, Texas 77019
Attention: Barton R. Bentley

If to GCWA:

Gulf Coast Water Authority
3630 FM 1765
Texas City, Texas 77591
Attention: General Manager

or such other address or addresses any Party may be notified about in writing by any other Party to this Agreement. Such notice shall be deemed to have been served (a) four business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed, or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service, or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed,

improperly addressed, or delayed by the courier; provided that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the Party to whom such notice is given.

(F) Forum Selection. This Agreement and the relationship between the Parties shall be governed and interpreted under the laws of the State of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the Parties shall exclusively be the appropriate court in Brazoria County.

(G) 2016 Agreement; GCWA PSA. Nothing in this Agreement modifies the obligations of the parties to the 2016 Agreement. Compliance with the terms, rights, and obligations under the 2016 Agreement and GCWA PSA (collectively, "Related Agreements") is necessary to provide the full benefits of the improvements to be constructed under this Agreement, and the Parties to this Agreement that are also parties to the Related Agreements shall take all commercially reasonable efforts to comply with their obligations and responsibilities and enforce their rights and compel compliance and performance thereunder.

3.4. Preamble. The findings of fact, recitations, and provisions set forth in the preamble to this Agreement are true and are adopted and made a part of the body of this Agreement, binding the Parties hereto, as if the same were fully set forth herein.

3.5. Legal Contest. This Agreement is entered into in accordance with applicable law as understood by the Parties. In the event any part, provision, or paragraph thereof shall become unenforceable by reason of legislative change, judicial decree, or determination, the Parties hereto mutually agree to the extent possible to ensure that all other provisions of the Agreement, including the intent of the Agreement, be honored and performed.

3.6. Term and Termination. This Agreement shall terminate upon completion of all Parties' obligations.

3.7. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Ashton and/or VDB may assign its rights and obligations under this Agreement to a Municipal Utility District for reimbursement purposes only, without the consent of the Parties, which assignment shall not relieve Ashton and/or VDB, as applicable, of its obligations under this Agreement.

[EXECUTION PAGE FOLLOWS]

Approved and executed as of the Effective Date.

CITY OF MANVEL

_____
Debra Davison, Mayor

ATTEST:

_____
City Secretary

BRAZORIA COUNTY

_____
L.M. "Matt" Sebesta, Jr., County Judge

ATTEST:

_____
_____

ASHTON HOUSTON RESIDENTIAL LLC, a Texas limited liability company

By: _____
Name:_____
Title: _____

VDB PARTNERS, LTD., a Texas limited partnership

VDB Property Management, LLC, its General Partner

By: _____
Name: William C. Visinsky
Title: Vice President

DocuSign Envelope ID: 1DFF6FCD-F60A-4905-856F-E9B225C834E0

Approved and executed as of the Effective Date.

CITY OF MANVEL

_____
Debra Davison, Mayor

ATTEST:

_____
City Secretary

BRAZORIA COUNTY

DocuSigned by:
Matt Sebesta
_____
L.M. "Matt" Sebesta, Jr., County Judge
7158A8A7B6484A4...

ATTEST:

_____
_____

ASHTON HOUSTON RESIDENTIAL LLC, a Texas limited liability company

By: _____
Name:_____
Title: _____

VDB PARTNERS, LTD., a Texas limited partnership

VDB Management Company, LLC, its General Partner

By: _____
Name: William C. Visinsky
Title: Vice President

Approved and executed as of the Effective Date.

CITY OF MANVEL

_____
Debra Davison, Mayor

ATTEST:

_____
City Secretary

BRAZORIA COUNTY

_____
L.M. "Matt" Sebesta, Jr., County Judge

ATTEST:

_____

_____

ASHTON HOUSTON RESIDENTIAL LLC, a Texas limited liability company

By: _____
Name: PAUL SIMS
Title: AUTHORIZED REPRESENTATIVE

VDB PARTNERS, LTD., a Texas limited partnership

VDB Property Management, LLC, its General Partner

By: _____
Name: William C. Visinsky
Title: Vice President

Approved and executed as of the Effective Date.

CITY OF MANVEL

_____
Debra Davison, Mayor

ATTEST:

_____
City Secretary

BRAZORIA COUNTY

_____
L.M. "Matt" Sebesta, Jr., County Judge

ATTEST:

_____
_____

ASHTON HOUSTON RESIDENTIAL LLC, a Texas limited liability company

By: _____
Name:_____
Title: _____

VDB PARTNERS, LTD., a Texas limited partnership

VDB Property Management, LLC, its General Partner

By: _____
Name: William C. Visinsky
Title: Vice President

GULF COAST WATER AUTHORITY,
a conservation and reclamation district

By: _____
Name: Brandon Wade, PE
Title: General Manager / CEO

Exhibit List

Exhibit A – Ashton Tract
Exhibit B – VDB Tract
Exhibit C – Manvel Parkway Road Alignment, Overall Layout, Master Plan, Phasing Plan
Exhibit 1 – County Road 58 Relocation Phase I
Exhibit 2 – County Road 58 Relocation Phase II
Exhibit 3 – County Road 58 Relocation Phase III
Exhibit 4 – Ultimate Intersection Configuration
Exhibit 5 – 2016 Agreement
Exhibit 6 – GCWA PSA

EXHIBIT A

Ashton Tract

County: Brazoria
Project: Sedona Lakes
M&B No: 16-136
CS Job No: 16104

METES AND BOUNDS DESCRIPTION OF 132.908 ACRES

Being a tract of land containing 132.908 acres, located in the R.B. Lyle Section 92 Survey, Abstract 541, and the M. O'Donnell Survey, Abstract 469, in Brazoria County, Texas; Said 132.908 acre tract being out of a called 174.74 acre tract of land recorded in the name of WSLD Sedona Lakes VI, LP, in Brazoria County Clerk's File Number (B.C.C.F. No.) 2013023258; Said 132.908 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, South Central Zone):

BEGINNING, at a concrete monument found at the southerly southwest corner of said 174.74 acre tract, same being on the north line of Section "O" of the Allison Richey Gulf Coast Home Company subdivision as recorded in Volume 2, Page 91, of the Brazoria County Plat Records (B.C.P.R.) and on the east line of Section 90 of the Allison Richey Gulf Coast Home Company subdivision as recorded in Volume 2, Page 98, of the B.C.P.R;

THENCE, North 03° 16' 51" West, with the west lines of and through and across said 174.74 acre tract and with the east lines of Sections 90 and 89, respectively, of said Allison Richey Gulf Coast Homes Company subdivision, at a distance of 2,460.60 feet pass a point for the northeast corner of Lot 59 of said Section 89 and the southeast corner of Lot 58 of said Section 89, from which a 5/8-inch capped iron rod found bears South 00° West, a distance of 4.3 feet, at a distance of 3,945.60 feet pass a 5/8-inch iron rod found at the northeast corner of Lot 56 of said Section 89 and the southeast corner of Lot 55 of said Section 89, continuing in all a distance of 5,078.43 feet to a point for the most northerly corner of said 174.74 acre tract and the herein described tract, same being the southerly west corner of a called 29.52 acre tract of land recorded in the name of Brazoria Drainage District No. 4 in B.C.C.F. No. 2012057993, also known as Mustang Gully, from which a 5/8-inch capped iron rod found bears North 28° West, a distance of 2.8 feet and from which a 5/8-inch capped iron rod found bears South 76° West, a distance of 1.2 feet;

THENCE, with the lines common to said 174.74 acre tract and said Mustang Gully, the following seventeen (17) courses:

1. South 40° 55' 33" East, a distance of 102.74 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 80° West, a distance of 1.2 feet and from which a 5/8-inch capped iron rod found bears North 12° West, a distance of 1.6 feet;

2. South 34° 44' 06" East, a distance of 114.80 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 80° West, a distance of 1.1 feet and

from which a 5/8-inch capped iron rod found bears North 15° West, a distance of 2.0 feet;

3. South 30° 37' 00" East, a distance of 75.48 feet to an angle point, from which a 5/8-inch capped iron rod found bears North 17° West, a distance of 1.9 feet;

4. South 15° 01' 27" East, a distance of 199.72 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 76° West, a distance of 1.0 feet and from which a 5/8-inch capped iron rod found bears North 13° West, a distance of 1.7 feet;

5. South 27° 24' 21" East, a distance of 223.53 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 80° West, a distance of 0.9 feet and from which a 5/8-inch capped iron rod found bears North 13° West, a distance of 1.5 feet;

6. South 07° 03' 36" West, a distance of 238.23 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 89° West, a distance of 0.8 feet and from which a 5/8-inch capped iron rod found bears North 10° West, a distance of 1.7 feet;

7. South 28° 01' 51" East, a distance of 323.68 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 87° West, a distance of 0.9 feet;

8. South 11° 45' 47" West, a distance of 193.74 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 47° West, a distance of 0.5 feet and from which a 5/8-inch capped iron rod found bears North 12° West, a distance of 1.9 feet;

9. South 01° 47' 51" West, a distance of 203.74 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 33° East, a distance of 0.8 feet;

10. South 36° 14' 32" East, a distance of 490.05 feet to a 5/8-inch capped iron rod found at an angle point, from which a 5/8-inch capped iron rod found bears North 12° West, a distance of 1.6 feet;

11. South 38° 02' 54" East, a distance of 218.66 feet to a 5/8-inch capped iron rod found at an angle point, from which a 5/8-inch capped iron rod found bears North 02° West, a distance of 1.9 feet;

12. South 69° 15' 16" East, a distance of 592.10 feet to a 5/8-inch capped iron rod found at an angle point, from which a 5/8-inch capped iron rod found bears North 03° East, a distance of 2.2 feet;

13. South 78° 42' 21" East, a distance of 125.38 feet to an angle point, from which a 5/8-inch capped iron rod found bears North 00° East, a distance of 2.1 feet;

14. South 84° 17' 28" East, a distance of 117.75 feet to an angle point, from which a 5/8-inch capped iron rod found bears North 03° West, a distance of 2.3 feet;

15. South 85° 33' 13" East, a distance of 117.32 feet to an angle point, from which a 5/8-inch capped iron rod found bears North 01° West, a distance of 2.4 feet;

16. South 88° 02' 55" East, a distance of 264.06 feet to an angle point, from which a 5/8-inch capped iron rod found bears North 49° East, a distance of 0.7 feet;

17. North 30° 24' 43" East, a distance of 470.60 feet to a point for the northeast corner of said 174.74 acre tract and the herein described tract, on the northerly west line of the Abbreviated Replat of Oak Crest of Manvel, a subdivision of record in B.C.C.F. No. 2002066882, from which a 5/8-inch capped iron rod found bears South 29° East, a distance of 0.4 feet;

THENCE, with the lines common to said 174.74 acre tract and said Abbreviated Replat of Oak Crest of Manvel, the following five (5) courses:

1. South 02° 40' 11" East, a distance of 758.20 feet to a 5/8-inch capped iron rod set for an angle point, from which a 5/8-inch capped iron rod found bears North 69° West, a distance of 0.8 feet;

2. South 86° 49' 44" West, a distance of 560.37 feet to a 5/8-inch capped iron rod set for an angle point, from which a 5/8-inch capped iron rod found bears South 13° West, a distance of 1.1 feet;

3. South 03° 30' 14" East, a distance of 614.44 feet to a 5/8-inch capped iron rod and a concrete monument found at an angle point;

4. South 38° 51' 48" West, a distance of 476.70 feet to a 5/8-inch capped iron rod found at an angle point;

5. South 51° 08' 14" East, a distance of 1,898.02 feet to a "PK" nail in asphalt set for the southeast corner of said 174.74 acre tract and the herein described tract, same being the southerly southwest corner of said Abbreviated Replat of Oak Crest of Manvel, on the north line of said Section "O" and in County Road 58 (a forty feet wide Right-of-Way of record in Volume 2, Page 91, of the B.C.P.R.), from which a 5/8-inch capped iron rod found bears North 46° West, a distance of 46.2 feet;

THENCE, South 87° 01' 56" West, with the south line of said 174.74 acre tract and the north line of said Section "O", with a line in said County Road 58, a distance of 2,645.22 feet to the **POINT OF BEGINNING** and containing 132.908 acres of land.

A Land Title Survey of the herein described tract was prepared in conjunction with and accompanies this description.

Michael Hall, R.P.L.S.
Texas Registration Number 5765

STATE OF TEXAS
REGISTERED
MICHAEL HALL
5765
PROFESSIONAL
LAND SURVEYOR

CIVIL-SURV LAND SURVEYING, LC
PH: (713) 839-9181
March 9, 2017

EXHIBIT B

VDB Tract

DESCRIPTION
OF 79.905
ACRES

Being 79.905 acres of land located in the A. C. H. & B. R. R. Co. Survey, Section 90 also known as the Kate R. Ehrmann Survey, Abstract 459 of Brazoria County, Texas, more particularly being all of those certain tracts called 2.2229 acres (referred to as Tract B), 16.6700 acres (referred to as Tract C), 46.8412 acres (referred to as Tract D), 14.1479 acres (referred to as Tract E) conveyed to VDB Partners, Ltd, by instrument of record in File Number 99-050835, Official Records of Brazoria County, Texas (B.C.O.R.), all of those certain tracts called 46.8412 acres (referred to as Tract D), and 14.1479 acres (referred to as Tract E) conveyed to VDB Partners, Ltd, by instrument of record in File Number 99- 050834, B.C.O.R. and in an affidavit to correct legal description of record under File Number 2006000883, B.C.O.R., said 79.905 acres being more particularly described by metes and bounds in two parts, Part One being 16.447 acres and Part Two being 63.458 acres as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAO 83 (1993 adjustment));

PART ONE

BEGINNING at a 5/8-inch iron rod found for a re-entrant corner on the north line of that certain called 99.9653 acre tract conveyed to SLP 288 and Rodeo Palms II, LP, by instrument of record in File No. 2004064049, B.C.O.R.;

Thence, North 03° 08' 38" West, along the west line of said 14.1479 acre tract and the most northerly east line of said 99.9653 acre tract, 333.68 feet to a 5/8-inch iron rod with cap stamped "LA THOMPSON 3987" found for the most northerly northeast corner of said 99.9653 acre tract, same being the southeast corner of Lot 19, Section 90 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, B.C.P.R.;

Thence, North 03° 19' 05" West, continuing along the west line of said 14.1479 acre tract and along the east line of said Lot 19 and Lot 18 of said subdivision, passing at 1,318.43 feet a TXDOT concrete right-of-way monument found for the northeast corner of said Lot 18 and for an angle point on the easterly right-of-way line of State Highway 288 (width varies), from which a found TXDOT concrete right-of-way monument bears South 85° 24' 57" West,

7.42 feet for an angle point on said easterly right-of-way line, and continuing along said easterly right-of-way line and said west line in all 1,354.07 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for an angle point on said easterly right-of-way line;

Thence, North 09° 45' 18" East, continuing along said 14.1479 acre tract and said easterly right-of-way line, passing at 472.50 feet a 5/8-inch iron rod found for the common west corner of said 14.1479 acre tract and the aforementioned 2.2229 acre tract, and continuing along the common line of said easterly right-of-way line and the westerly line of said 2.2229 acre tract, in all 865.71 feet to a TXDOT concrete right-of-way monument found for an angle point on said easterly right-of-way line, the beginning of a curve;

Thence, continuing along said common line, 251.31 feet along the arc of a non-tangent curve to the left having a radius of 1,195.92 feet, a central angle of 12° 02' 25", and a chord that bears North 03° 59' 19" East, 250.85 feet to a TXDOT concrete right-of-way monument found for the point of tangency of said easterly right-of-way line;

Thence, North 02° 01' 53" West, continuing along said common line, 23.81 feet to a 5/8- inch iron rod with cap stamped "LJA ENG" set for an angle point on said easterly right-of-way line;

Thence, North 41° 22' 51" East, continuing along said common line, 139.94 feet to a 5/8- inch iron rod with cap stamped "LJA ENG" set for an angle point on said easterly right-of-way line, said point being the north corner of said 2.2229 acre tract and located at the intersection of said easterly right-of-way line and the west right-of-way line of County Road No. 82 (70 feet wide, AKA Iowa Lane);

Thence, South 02° 27' 53" East, along said west right-of-way line and the east line of said 2.2229 acre tract, passing at 755.91 feet the common east corner of said 2.2229 and 14.1479 acre tracts, from which a found 5/8-inch iron rod bears North 81° 46' 31" West, 2.79 feet and a found 1/2-inch iron rod bears South 05° 03' 37" East, 6.31 feet, and continuing along said west right-of-way line and the east line of said 14.1479 acre tract, in all 2,903.60 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the intersection of said west right-of-way line with the north line of said 99.9653 acre tract, from which a 5/8-inch iron rod bears North 02° 27' 53" West, 1.68 feet;

Thence, South 86° 42' 53" West, along the north line of said 99.9653 acre tract, 284.45 feet the POINT OF BEGINNING and containing 16.447 acres of land.

PART TWO

BEGINNING at a 5/8-inch iron rod found for the northeast corner of that certain called 99.9653 acre tract conveyed to SLP 288 and Rodeo Palms II, LP, by instrument of record in File No. 2004064049, B.C.O.R.;

Thence, South 86° 42' 53" West, along the most easterly north line of said 99.9653 acre tract, 964.95 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the intersection of the east right-of-way line of County Road No. 82 (70 feet wide, AKA Iowa Lane) with the north line of said 99.9653 acre tract;

Thence, North 02° 27' 53" West, along said east right-of-way line, passing at 2,147.50 feet the common west corner of the aforementioned 46.8412 acre tract and the aforementioned 16.6700 acre tract, from which a found 5/8-inch iron rod bears North 71° 19' 55" West, 2.93 feet and a found 1/2-inch iron rod bears South 25° 18' 36" East, 6.82 feet, and continuing along said east right-of-way line and the west line of the aforementioned 16.6700 acre tract, in all 2,903.69 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the intersection of said east right- of-way line and easterly right-of-way line of State Highway 288 (width varies);

Thence, North 86° 38' 43" East, along said easterly right-of-way line and along a north line of said 16.6700 acre tract, 139.51 feet to a 5/8-inch iron rod found for an angle point on said easterly right-of-way line and a re-entrant corner on said north line;

Thence, North 04° 30' 35" West, continuing along said easterly right-of-way line and said north line, 29.58 feet to a 5/8-inch iron rod found at the intersection of said easterly right-of-way line and the south right-of-way line of County Road 58 (called 60 feet wide);

Thence, North 86° 44' 06" East, along said south right-of-way line and said north line, passing at 754.62 feet the common survey line of said A. C. H. & B. R. R. Co. Survey, Section

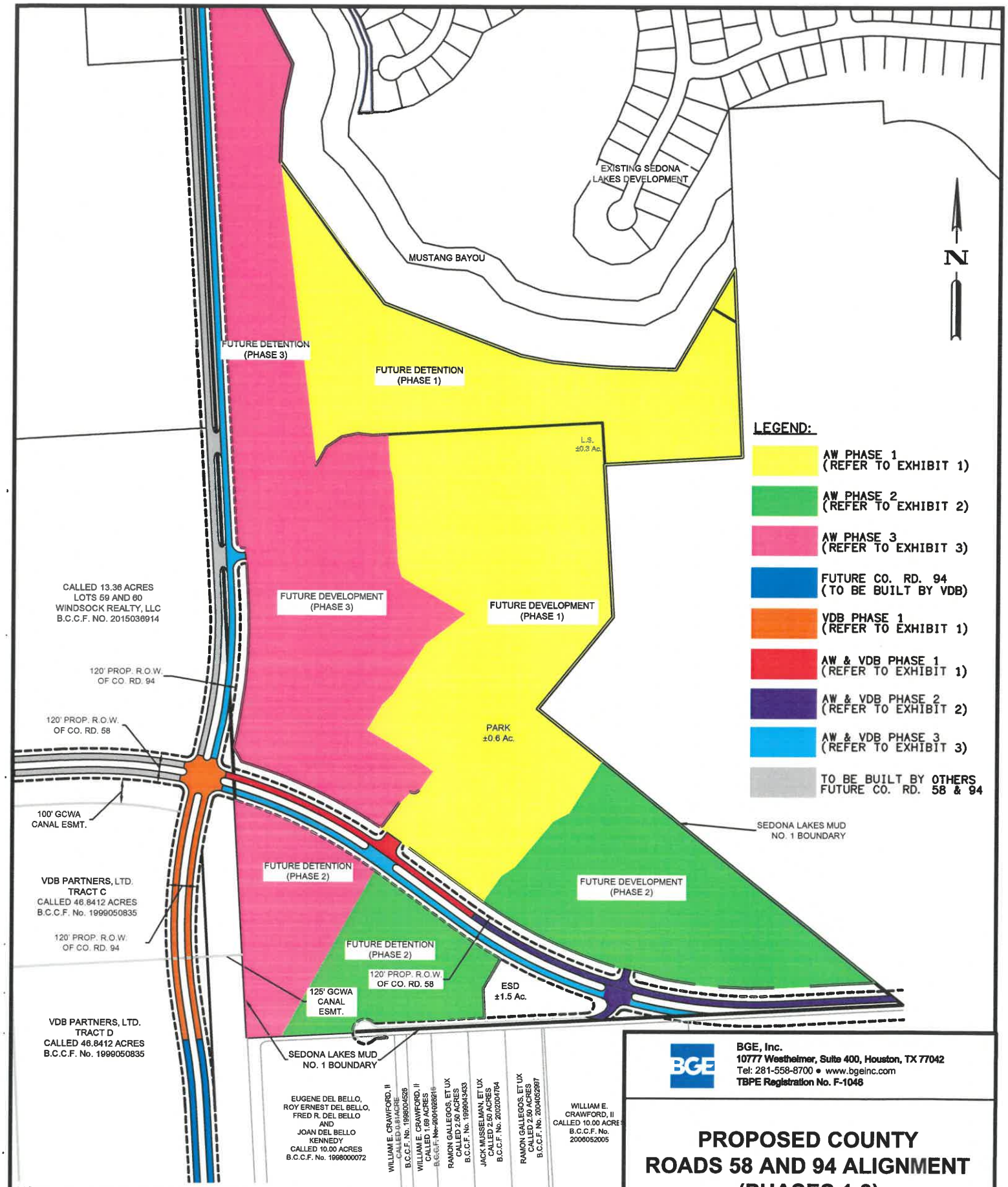
90 and the Mary V. O'Donnell! Survey, Abstract 469, of said Brazoria County, continuing in all 784.31 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the northeast corner of said 16.6700 acre tract as described in File Number 99-050835, B.C.O.R.;

Thence, South 03° 17' 19" East, along the record east line of said 16.6700 acre tract, passing at 785.03 feet the common east corner of said 16.6700 and 46.8412 acre tracts, and continuing along the record east line of said 46.8412 acre tract in all 2,932.86 feet to the POINT OF BEGINNING and containing 63.458 acres of land.

Said Part One and Two containing a total of 79.905 acres.

EXHIBIT C

Manvel Parkway Road Alignment, Overall Layout, Master Plan, Phasing Plan



NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY

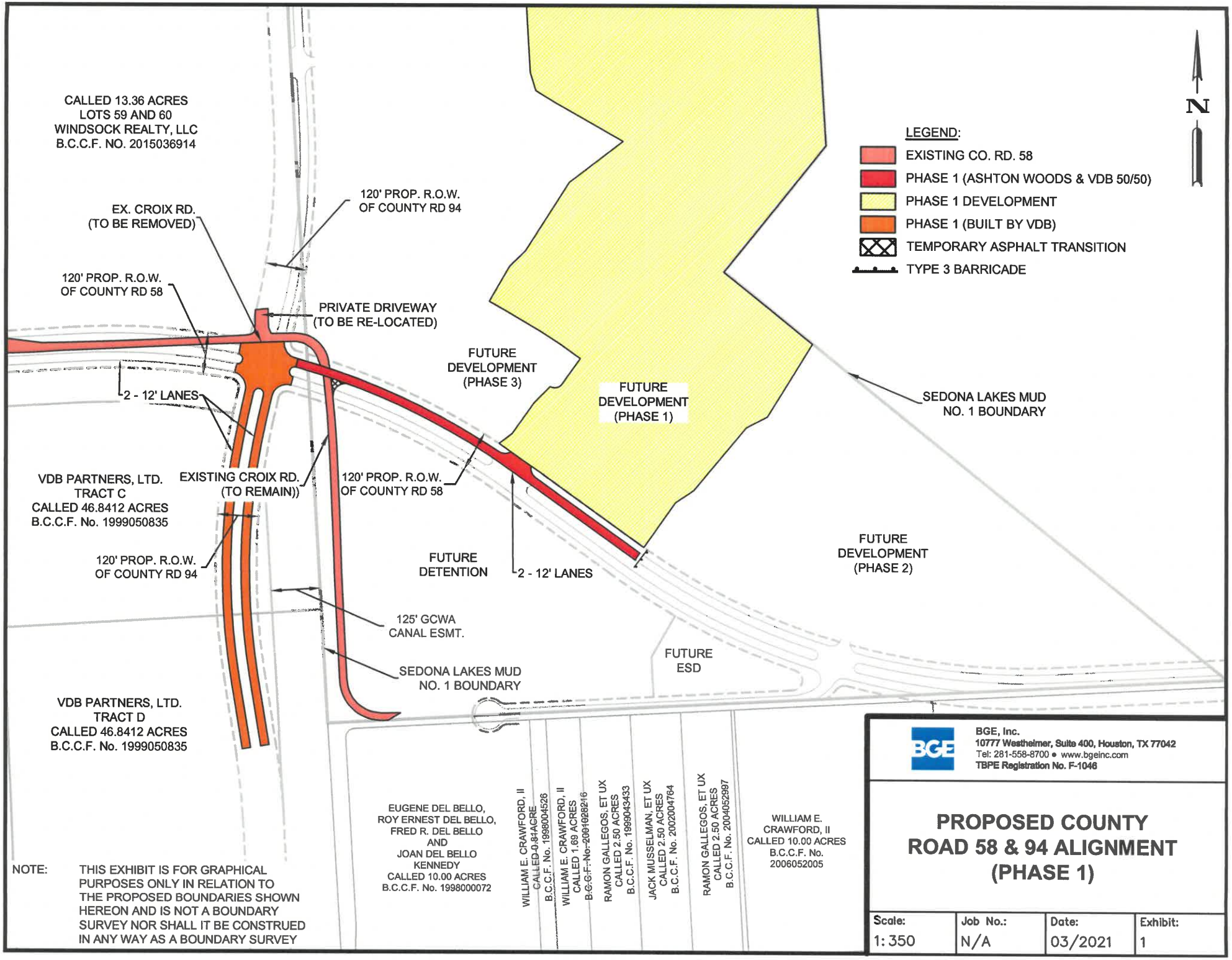
BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046

PROPOSED COUNTY ROADS 58 AND 94 ALIGNMENT (PHASES 1-3)

Scale:	Job No.:	Date:	Exhibit:
1:500	N/A	03/2021	C

EXHIBIT 1

County Road 58 Relocation Phase I



NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY

BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046

PROPOSED COUNTY ROAD 58 & 94 ALIGNMENT (PHASE 1)

Scale:	Job No.:	Date:	Exhibit:
1:350	N/A	03/2021	1

G:\TX\Projects\Ashton_Woods\6758_Sedona_Lake_Gen_Serv\03_CADD\05_Exhibits\2021-03-01_SL UPDATED PHASING PLAN\2021-03-01_Sedona Lakes_Base_Option C1_PHASING PLAN - PHASE 1.dwg

EXHIBIT 2

County Road 58 Relocation Phase II

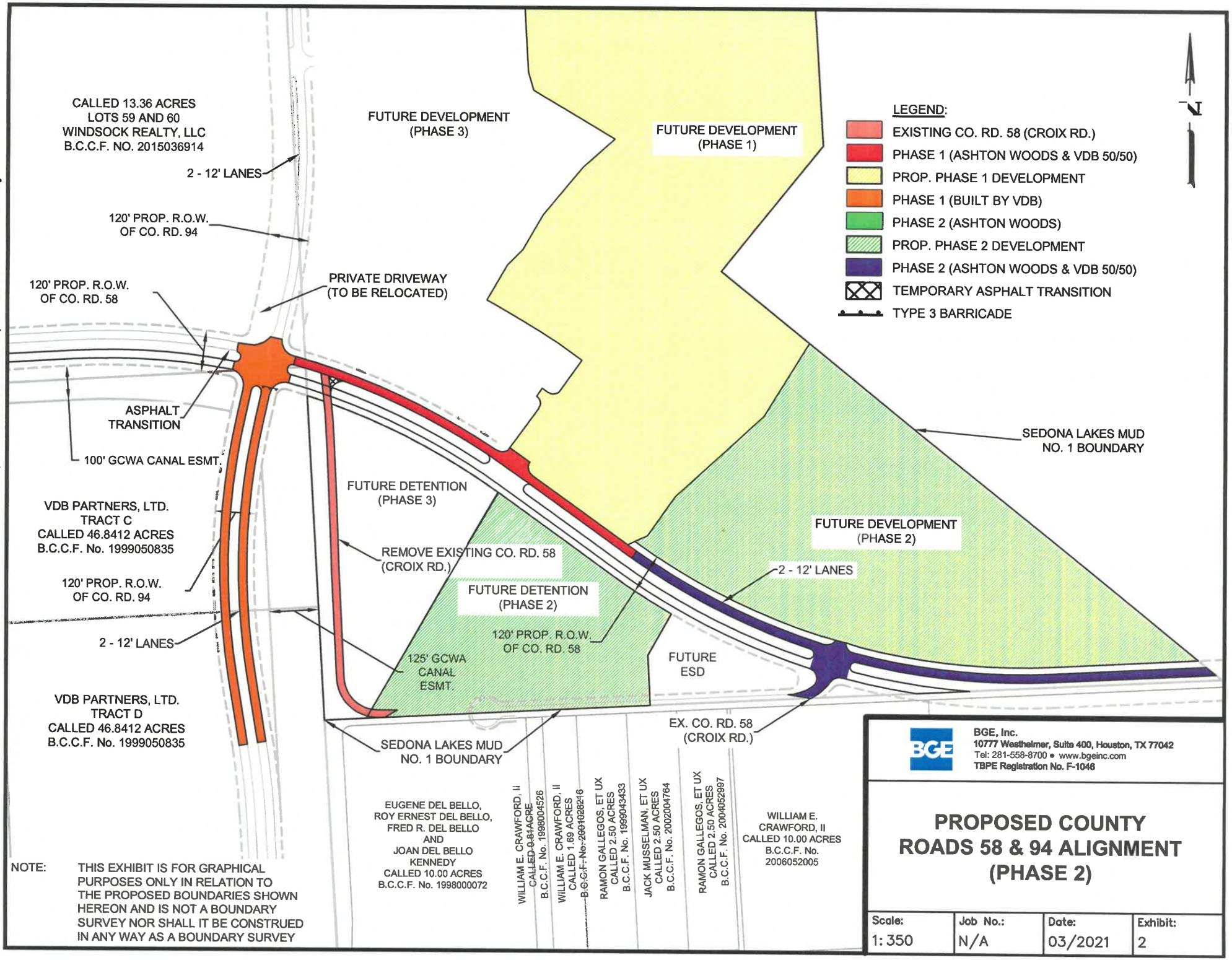
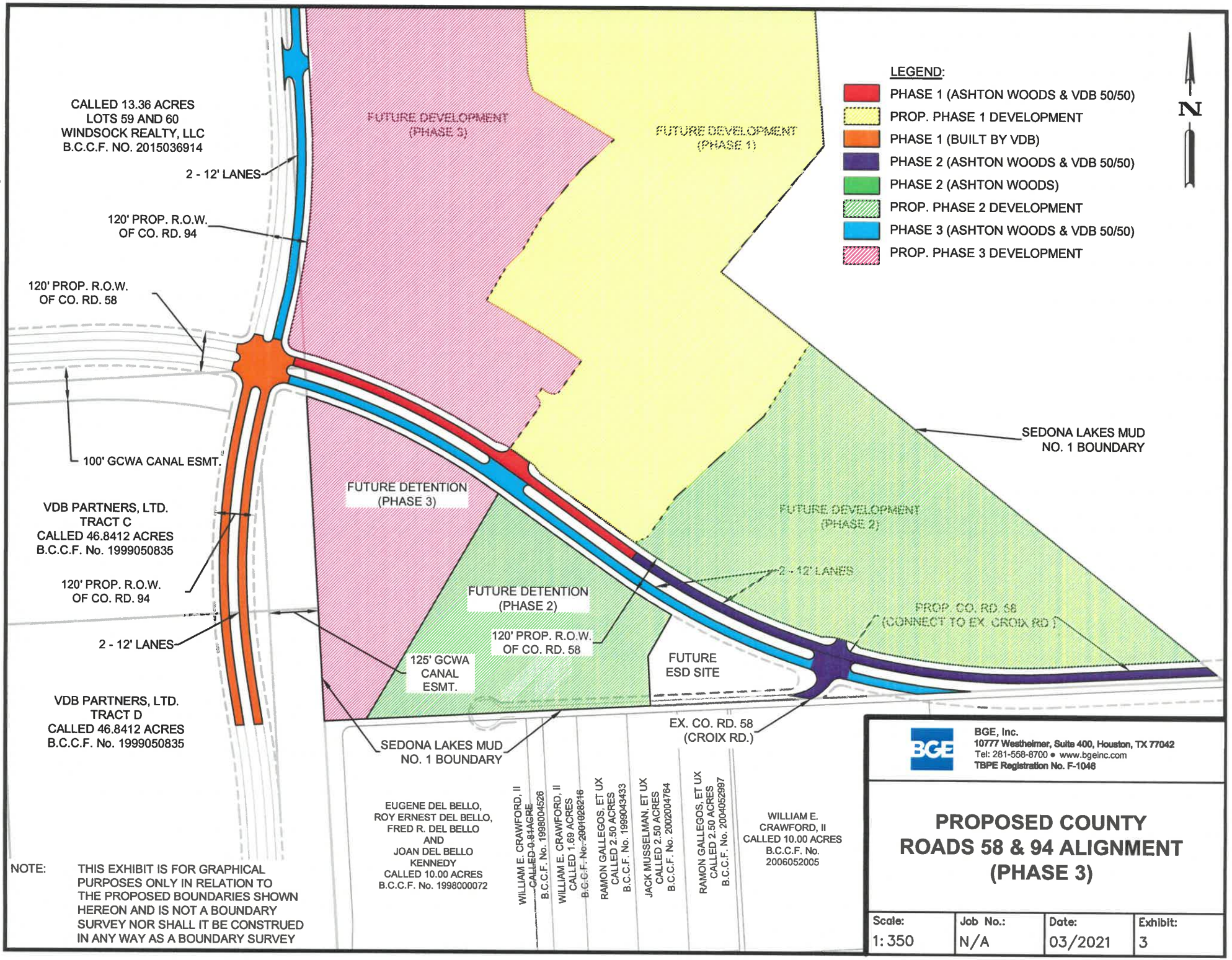

CALLED 13.36 ACRES
LOTS 59 AND 60
WINDSOCK REALTY, LLC
B.C.C.F. NO. 2015036914
2 - 12' LANES
120' PROP. R.O.W.
OF CO. RD. 94
120' PROP. R.O.W.
OF CO. RD. 58
PRIVATE DRIVEWAY
(TO BE RELOCATED)
FUTURE DEVELOPMENT
(PHASE 3)
FUTURE DEVELOPMENT
(PHASE 1)
LEGEND:
EXISTING CO. RD. 58 (CROIX RD.)
PHASE 1 (ASHTON WOODS & VDB 50/50)
PROP. PHASE 1 DEVELOPMENT
PHASE 1 (BUILT BY VDB)
PHASE 2 (ASHTON WOODS)
PROP. PHASE 2 DEVELOPMENT
PHASE 2 (ASHTON WOODS & VDB 50/50)
TEMPORARY ASPHALT TRANSITION
TYPE 3 BARRICADE
N
ASPHALT
TRANSITION
100' GCWA CANAL ESMT.
SEDONA LAKES MUD
NO. 1 BOUNDARY
FUTURE DETENTION
(PHASE 3)
VDB PARTNERS, LTD.
TRACT C
CALLED 46.8412 ACRES
B.C.C.F. No. 1999050835
REMOVE EXISTING CO. RD. 58
(CROIX RD.)
FUTURE DEVELOPMENT
(PHASE 2)
2 - 12' LANES
120' PROP. R.O.W.
OF CO. RD. 94
FUTURE DETENTION
(PHASE 2)
120' PROP. R.O.W.
OF CO. RD. 58
2 - 12' LANES
125' GCWA
CANAL
ESMT.
FUTURE
ESD
VDB PARTNERS, LTD.
TRACT D
CALLED 46.8412 ACRES
B.C.C.F. No. 1999050835
EX. CO. RD. 58
(CROIX RD.)
SEDONA LAKES MUD
NO. 1 BOUNDARY
EUGENE DEL BELLO,
ROY ERNEST DEL BELLO,
FRED R. DEL BELLO
AND
JOAN DEL BELLO
KENNEDY
CALLED 10.00 ACRES
B.C.C.F. No. 1998000072
WILLIAM E. CRAWFORD, II
CALLED 0.81ACRE
B.C.C.F. No. 1998004526
WILLIAM E. CRAWFORD, II
CALLED 1.69 ACRES
B.C.C.F. No. 2001028216
RAMON GALLEGOS, ET UX
CALLED 2.50 ACRES
B.C.C.F. No. 1999043433
JACK MUSSELMAN, ET UX
CALLED 2.50 ACRES
B.C.C.F. No. 2002004764
RAMON GALLEGOS, ET UX
CALLED 2.50 ACRES
B.C.C.F. No. 2004052997
WILLIAM E.
CRAWFORD, II
CALLED 10.00 ACRES
B.C.C.F. No.
2006052005
NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY
BGE
BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
PROPOSED COUNTY
ROADS 58 & 94 ALIGNMENT
(PHASE 2)
Scale: 1:350
Job No.: N/A
Date: 03/2021
Exhibit: 2

EXHIBIT 3

County Road 58 Relocation Phase III



NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY

BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046

PROPOSED COUNTY ROADS 58 & 94 ALIGNMENT (PHASE 3)

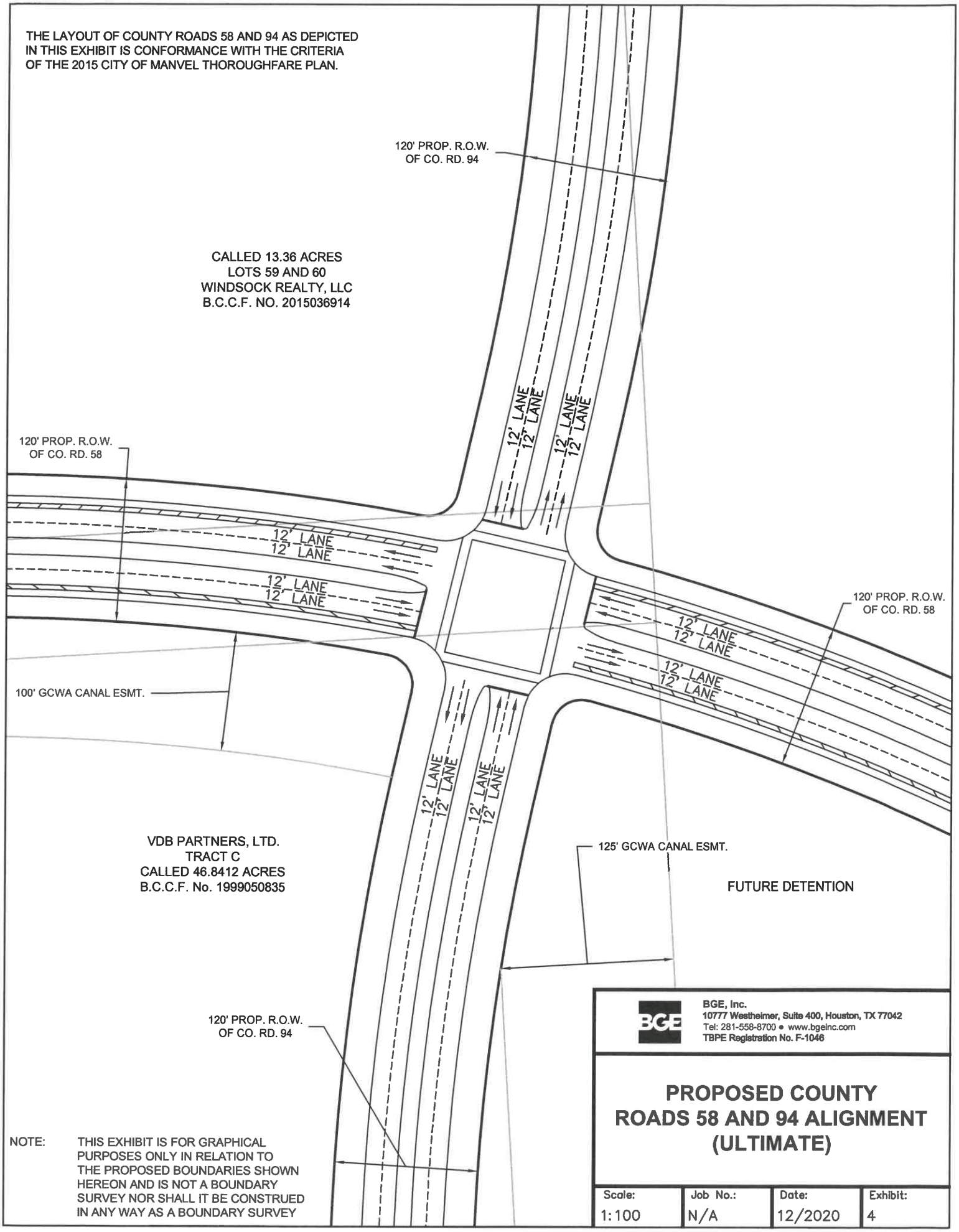
Scale:	Job No.:	Date:	Exhibit:
1: 350	N/A	03/2021	3

G:\TXH\Projects\Ashton_Woods\9758_Sedona_Lake_Gen_Serv\03_CADD\05_Exhibits\2021-03-01_SL UPDATED PHASING PLAN\2020-03-01_Sedona Lakes_Base_Option C1_PHASING PLAN - PHASE 3.dwg

EXHIBIT 4

Ultimate Intersection Configuration

THE LAYOUT OF COUNTY ROADS 58 AND 94 AS DEPICTED IN THIS EXHIBIT IS CONFORMANCE WITH THE CRITERIA OF THE 2015 CITY OF MANVEL THOROUGHFARE PLAN.



NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY

BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046

PROPOSED COUNTY ROADS 58 AND 94 ALIGNMENT (ULTIMATE)

Scale:	Job No.:	Date:	Exhibit:
1:100	N/A	12/2020	4

EXHIBIT 5

2016 Agreement

DEVELOPERS AGREEMENT
TRANSPORTATION IMPROVEMENTS PROJECT
EXPANSION OF COUNTY ROADS 58 and 94

This agreement ("Agreement") is made by and between the County of Brazoria, Texas (the "County"), WSLD SEDONA LAKES VI, L.P., a Delaware Limited Partnership ("Landeavor") and Sedona Lakes MUD No. 1 ("Sedona MUD") and pursuant to Commissioners Court Order No. 8.L.2. dated July 26, 2016.

RECITALS

WHEREAS, Landeavor, Sedona MUD and the City of Manvel, Texas ("City") executed an Amended and Restated Development Agreement dated June 8, 2009 ("City Agreement") formalizing their agreement related to the development of Sedona Lakes, a mixed use real estate project located within the Extraterritorial Jurisdiction ("ETJ") of the City; and

WHEREAS, the City and Sedona MUD executed a Strategic Partnership Agreement dated July 27, 2009 ("SPA"); and

WHEREAS, Landeavor and Sedona MUD executed an Amended and Restated Facilities Reimbursement Agreement dated November 12, 2009 (MUD Agreement"); and

WHEREAS, Landeavor, developer of Sedona Lakes, is obligated to expand and widen certain roads in the platting of its subdivision;

WHEREAS, Landeavor wishes to connect its development with County Roads 58 and 94; and

WHEREAS, by way of this Agreement, the County, Landeavor and Sedona MUD wish to formalize their agreement to jointly participate in the extension and widening of County Roads 58 and 94, as shown on Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the County, Landeavor and Sedona MUD hereby agree to jointly participate in the expansion and widening of County Roads 94 and 58, all in accordance with the terms and conditions set forth herein.

SCOPE OF CONSTRUCTION PROJECT

The Scope of the Construction Project includes the expansion and widening of a portion of County Roads 94 and 58 as a 4 lane divided concrete boulevard, as shown on the Exhibit "A – Project Layout" and further defined below:

AGREEMENT

2.0 The parties agree to provide the following services, either directly or by contracting, and the following levels of funding subject to the conditions and exceptions in this Agreement. Future annexation by the City of Manvel shall not relieve the parties bound by this agreement of their respective obligations.

2.1 The County shall be responsible for the following:

a. Send a Letter of No Objection to the City of Manvel regarding the approval of Section 9A plat.

b. Release Landeavor from the obligation to improve CR 90 (Del Bello).

c. Send a Letter of No Objection to the City of Manvel regarding the approval of Section 9B plat.

d. Release Landeavor from their obligation to improve 1) the eastern half of CR 94 south of CR 58 and 2) existing CR 58 south of the Sedona Lakes property.

e. Prepare conveyance document for temporary drainage easement from SH 288 to Mustang Bayou as set forth in Exhibit "B" for Landeavor to execute. County will file conveyance document with County Clerk. A mutually agreed upon permanent drainage easement will be established pending final development plans for both commercial and residential tracts.

f. Review and approve the design and engineering for all phases of the Project;

g. After approving the design and engineering, grant any and all necessary County permits for the construction of the Project in the County Road right- of-way;

h. Facilitate, if necessary, the relocation of any existing utilities located in the construction area of the project;

i. Provide oversight of necessary testing and inspections contracted by Landeavor or Sedona MUD to ensure that all improvements are constructed as designed and engineered and for compliance with County regulations; and

j. Approving (and hereby so approves) the Sedona Lakes Master Plan attached as Exhibit "B" and sending a letter of no objection to the City of Manvel regarding future development and plats of Sedona Lakes consistent therewith.

2.2 Landeavor or Sedona MUD, if noted, shall be responsible for the following:

a. The appropriate landowner, Landeavor or Sedona MUD, will convey the detention area in Section 9B to the City of Manvel for use as a public park and improve the property to City of Manvel park standards including provision of a

nature trail, subject to City of Manvel approval and in accordance with agreements between those parties.

b. Extend Flagstone in Section 9B to CR 90 (Del Bello Road).

c. Should Landeavor purchase the Orlando property and elect to develop the property, then upon extension of the 60' ROW and roadway to CR 90 (Del Bello Road) that will be located between the north boundary of the Orlando tract and the south boundary of the Williams tract: remove the Flagstone connection and replat Section 9B.

d. Upon final plat approval of the initial plat submittal for the residential property (called Phase IV) lying south of Mustang Creek and east of CR 94, then construct CR 58 (Croix Rd) from SH 288 to CR 94.

e. Construct CR 58 east from CR 94 to the eastern boundary of Sedona Lakes property (full boulevard section).

f. Construct CR 94 from CR 58 north to a north entry leading into the development on the east side of CR 94 (half of ultimate four lane section).

g. Construct a connection from existing CR 58 to proposed CR 58 south of Sedona Lakes property (two lane section).

h. Begin construction of CR 94 adjacent to Sedona Lakes property from the Phase IV entrance onto CR 94 north including the construction of two-lanes of the four lane a bridge over Mustang Creek as follows:
    1) By Landeavor, ifenough property value has been created in Sedona Lakes to allow for the reimbursement through bond sales via Sedona MUD, as determined by the financial advisor of Sedona MUD, and Landeavor has been reimbursed for all its road and utility development costs for Phase IV in accordance with the MUD agreement; or
    2) If not earlier built by Landeavor, then by Sedona MUD no later than Fifteen (15) years after execution of this agreement.

i. Should any lands lying adjacent to CR 94, and currently not owned by developer or within the boundary of Sedona MUD, later be annexed into Sedona MUD, then as a requirement to the annexation, Sedona MUD will include an obligation for the annexed owner to construct their proportionate share of CR 94 (1/2 of a full 4 lane boulevard segment) in lieu of Landeavor.

j. Landeavor and Sedona MUD may request, in writing, County to construct CR 94 at the expense of Sedona MUD. Sedona MUD agrees to pay the initial estimated construction cost prior to the commencement of construction. Any additional costs associated with necessary change orders relating shall be paid upon receipt of invoice(s) from the County. These invoices shall include

documentation of the necessary change and the approved change order.

k. Convey a temporary drainage easement to County as expressed in 2.1.e. and set forth in Exhibit D providing drainage from SH 288 to Mustang Bayou.

l. Provide to the County, for the purposes of review and approval, engineered plans, specifications, and an Engineer's Estimate from a Texas Registered Professional Engineer, in accordance with all applicable County design standards, specifications and requirements. This shall include the required progress submittals for review at 60% and 90% design completion.

m. Fund all aspects of the entire Project, including but not limited to:
   1) Design costs;
   2) Engineering costs;
   3) Construction phase engineering services costs;
   4) Relocation of utilities;
   5) Construction and material costs;
   6) Field testing costs;
   7) County construction management costs, if any;
   8) County construction inspection costs, if any;

n. Comply with all traffic and safety standards of the Texas Manual on Uniform Traffic Control Devices (TxMUTCD) during construction of the Project.

o. Roads may be installed in segments, as portion of Sedona Lakes are developed. If a four lane street is to be constructed, as adjacent land is developed along the right of way, one-half of the street (two lanes) will be installed, with the esplanade to be installed with the final portion.

Governing Law:

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in Brazoria County, Texas.

The parties desire to cause to have constructed the project on behalf of the County, Landeavor and Sedona MUD for purposes of public safety.

No noncompliance shall be a default unless written notice is given as provided hereinafter and the noncompliance continues for thirty (30) days thereafter, provided that if the noncompliance is of a nature which requires a longer time to cure, then there shall be no default provided the party has commenced such cure within the thirty (30) day period and thereafter diligently prosecuted such cure to conclusion. In the event of default, a party shall have the right to bring an action at law against the defaulting party.

All notices and communications hereunder shall be in writing and shall be deemed to

have been duly given if delivered in person or by an overnight service, such as Federal Express, or deposited in the United States mail by registered or certified mail, postage prepaid, properly addressed as follows:

If Seller to:
WSLD Sedona Lakes VI, L.P.
c/o Landeavor, LLC
14502 N. Dale Mabry Hwy, Suite 327
Tampa, FL 33618
Attn: Adam T. Lorry, Managing Principal

With a copy to:
WSLD Sedona Lakes VI, L.P.
c/o Walton Street Capital, L.L.C.
900 North Michigan Avenue
Chicago, IL 60611
Attention: Mr. Douglas Welker, Angela Lang, Esq. and Mr. Tim Junker
E-mail: welker@waltonst.com
lang@waltonst.com
tjunker@waltonst.com

With a copy to:
WSLD Sedona Lakes VI, L.P.
1095 Evergreen Circle, Suite 200
The Woodlands, Texas 77380
Attn: Buck Driggers, Senior Vice President, Texas
Telephone: (281) 413-7218
E-mail: driggers@landeavor.com

And a copy to:
Wilson, Cribbs & Goren, P.C.
2500 Fannin Street
Houston, Texas 77002
Attn: Reid C. Wilson
Telephone: (713) 547-8504
Facsimile: (713) 229-8824
Email: rwilson@wcglaw.com

If Sedona MUD to:
Sedona Lakes MUD No. 1
SK Law
1980 Post Oak Blvd., Suite 1380
Houston, Texas 77056
Attn: Julianne Kugle
Telephone: (713) 850-9000 x218
Facsimile: (713) 850-1330
Email: kugle@sklaw.us

And a copy to: SK Law
1980 Post Oak Blvd., Suite 1380
Houston, Texas 77056
Attn: Julianne Kugle
Telephone: (713) 850-9000 x218
Facsimile: (713) 850-1330
Email: kugle@sklaw.us

If the County to: Brazoria County, Texas
111 E. Locust Street
Angleton, Texas 77515
Attn: County Engineer
Telephone:(979) 864-1265
Facsimile:(979) 864-1270
Email:_matth@brazoria-county.com
clayF@brazoria-county.com

Notices shall be deemed to be given upon personal delivery, or two (2) business days after deposited with the United States mail service, or the following business day if deposited with an overnight delivery service.

Landeaver may assign this Agreement and their respective rights and obligations hereunder to an affiliated company controlled by or under common control of Landeavor, or one or more of the existing principals of Seller or Buyer, as applicable, or to a buyer of all or a significant portion of the remaining portion of the Project owned by Landeaver. Upon any assignment hereunder, the assignor shall be released from liability.

This Agreement constitutes the entire agreement of the parties with respect to the project described herein. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the parties hereto. All understandings and agreements heretofore between the parties with respect to the Property are merged in this Agreement, which alone fully and completely expresses their understanding. Handwritten provisions shall supersede typewritten provisions.

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

This Agreement may be executed in multiple, separate counterparts, each of which shall be deemed to be an original.

Notwithstanding any contrary provision contained herein, (i) the liability of Landeavor hereunder (whether for a breach or otherwise) shall in no event exceed its interest in Sedona Lakes and any judgments rendered against Landeavor shall be satisfied solely out of the proceeds of the sale of its interest in Sedona Lakes and (ii) no member, employee, director, or officer of Landeavor shall have any personal liability related to or arising under this Agreement.

Nothing contained in this Agreement shall constitute or be deemed or construed to create, and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties or affiliates thereof).

Any approvals or consents required hereunder shall not be unreasonably withheld, conditioned or delayed. The parties shall execute any documents or take any further actions as reasonably required to effectuate this Agreement.

[Signatures follow on next pages]

[Signature Page to Developers Agreement]

Executed this 26th day of July, 2016.

Brazoria County, Texas

By: _____
L. M. "Matt" Sebesta, Jr.
County Judge

Sedona Lakes Municipal Utility District No. 1

By: _____
Name: Jim Forrest
Title: President

[Signature Page to Developers Agreement]

WSLD SEDONA LAKES VI, L.P.,
a Delaware limited partnership

By: WSLD Sedona Lakes GP VI, L.L.C.,
a Delaware limited liability company,
its General Partner

By: WSLD TX Holdings VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: WSLD TX Investors VI, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: Walton Landeavor Holdings VI, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: Walton Landeavor Investors VI, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: Walton Acquisition REOC Master VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VI-Q, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VI, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VI, Inc.,
a Delaware corporation
its General Partner

By: _____
Name: Timothy J Junker
Title: VP

Exhibits:

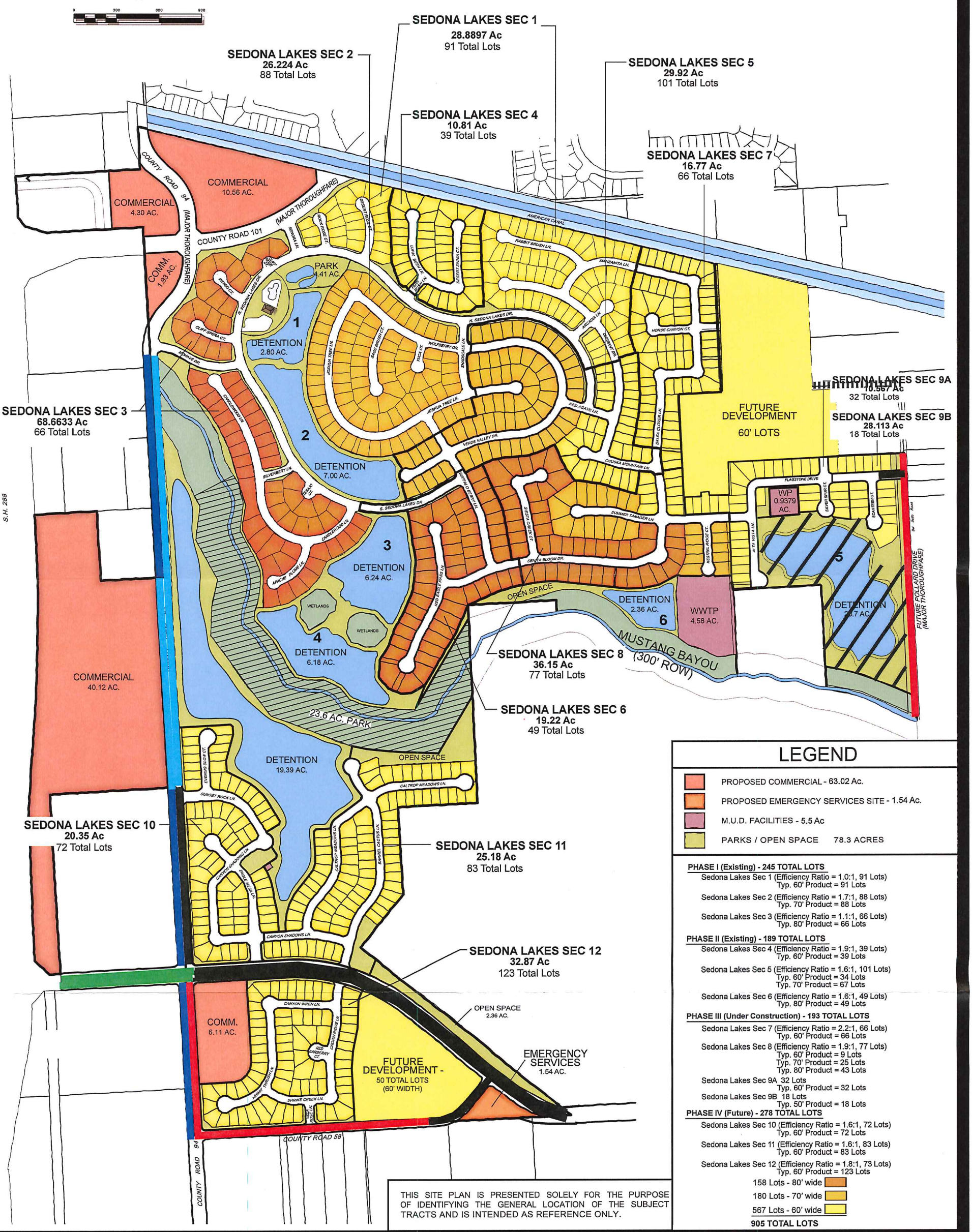
A- Road Project Layout and Description
B- Sedona Lakes Master Plan
C- Description of new County Drainage Easement

EXHIBIT "A"

PROJECT LAYOUT

LEGEND

- DEVELOPER OBLIGATION
- DEVELOPER OBLIGATION (IF CONNECTION BECOMES AVAILABLE, WITH ABANDONMENT AND REPLAT OF SECTION 9B CONNECTION)
- ADDITIONAL DEVELOPER OBLIGATION PER AGREEMENT
- DEVELOPER OR SEDONA MUD NO. 1 OBLIGATION UPON COMMERCIAL DEVELOPMENT / INCREASED MUD VALUATION
- DEVELOPER OBLIGATION UPON COMMERCIAL DEVELOPMENT/INCREASED MUD VALUATION (IF ADJACENT TRACT ACQUIRED) OR BY OTHERS
- DEVELOPER RELEASED FROM OBLIGATION PER AGREEMENT
- OBLIGATION OF ADJACENT FUTURE DEVELOPER / BY OTHERS
- DEVELOPER OBLIGATION TO CONVEY PROPERTY TO CITY FOR PUBLIC PARK WITH IMPROVEMENTS



THIS SITE PLAN IS PRESENTED SOLELY FOR THE PURPOSE OF IDENTIFYING THE GENERAL LOCATION OF THE SUBJECT TRACTS AND IS INTENDED AS REFERENCE ONLY.

SEDONA LAKES MASTERPLAN

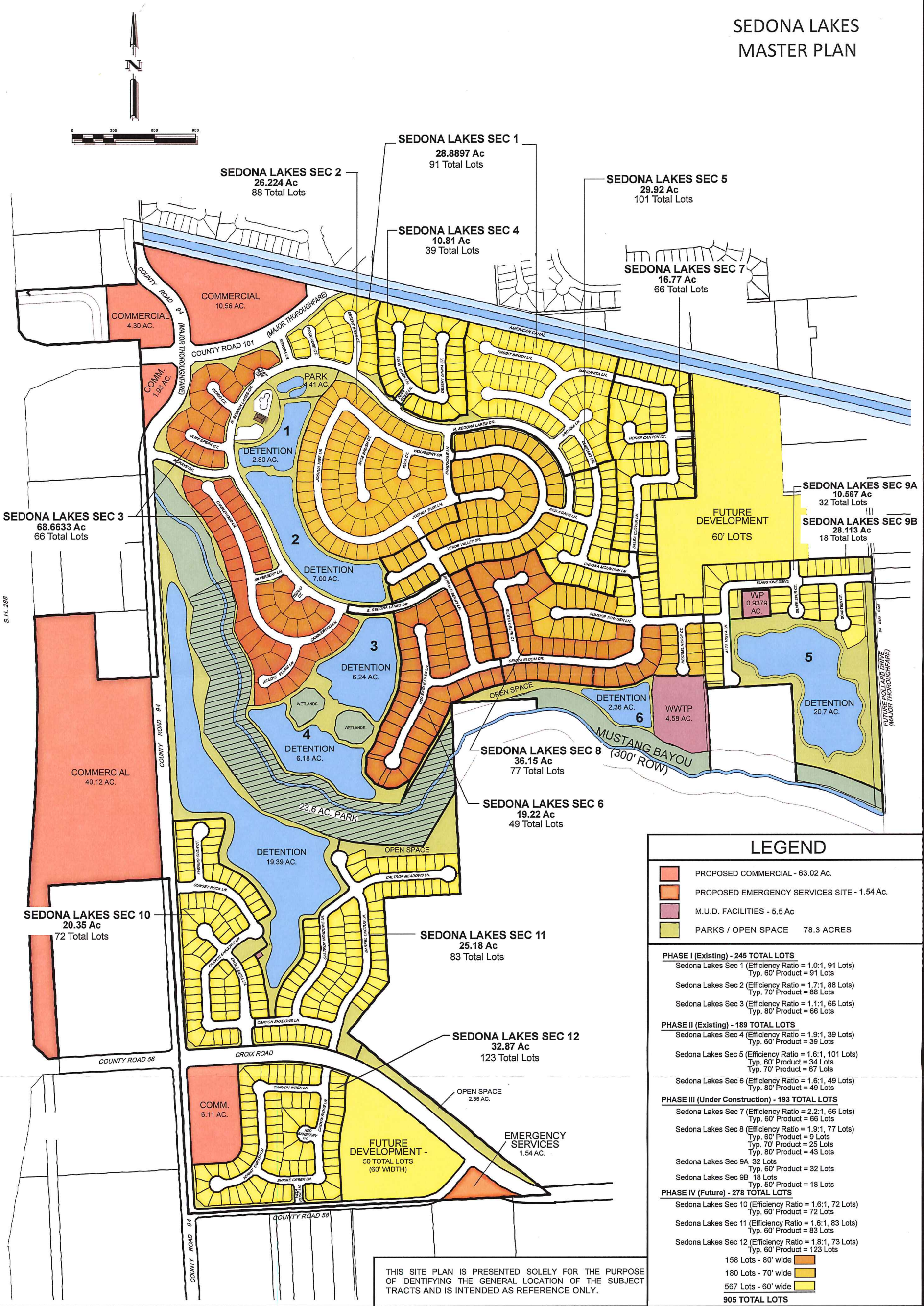
07-13-2016

BGE

Brown and Gay Engineers, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 www.browngay.com
TBPE Registration No. F-1046

EXHIBIT "B"

SEDONA LAKES MASTER PLAN



THIS SITE PLAN IS PRESENTED SOLELY FOR THE PURPOSE OF IDENTIFYING THE GENERAL LOCATION OF THE SUBJECT TRACTS AND IS INTENDED AS REFERENCE ONLY.

LEGEND

- PROPOSED COMMERCIAL - 63.02 Ac.
- PROPOSED EMERGENCY SERVICES SITE - 1.54 Ac.
- M.U.D. FACILITIES - 5.5 Ac
- PARKS / OPEN SPACE 78.3 ACRES

PHASE I (Existing) - 245 TOTAL LOTS

Sedona Lakes Sec 1 (Efficiency Ratio = 1.0:1, 91 Lots)
Typ. 60' Product = 91 Lots

Sedona Lakes Sec 2 (Efficiency Ratio = 1.7:1, 88 Lots)
Typ. 70' Product = 88 Lots

Sedona Lakes Sec 3 (Efficiency Ratio = 1.1:1, 66 Lots)
Typ. 80' Product = 66 Lots

PHASE II (Existing) - 189 TOTAL LOTS

Sedona Lakes Sec 4 (Efficiency Ratio = 1.9:1, 39 Lots)
Typ. 60' Product = 39 Lots

Sedona Lakes Sec 5 (Efficiency Ratio = 1.6:1, 101 Lots)
Typ. 60' Product = 34 Lots
Typ. 70' Product = 67 Lots

Sedona Lakes Sec 6 (Efficiency Ratio = 1.6:1, 49 Lots)
Typ. 80' Product = 49 Lots

PHASE III (Under Construction) - 193 TOTAL LOTS

Sedona Lakes Sec 7 (Efficiency Ratio = 2.2:1, 66 Lots)
Typ. 60' Product = 66 Lots

Sedona Lakes Sec 8 (Efficiency Ratio = 1.9:1, 77 Lots)
Typ. 60' Product = 9 Lots
Typ. 70' Product = 25 Lots
Typ. 80' Product = 43 Lots

Sedona Lakes Sec 9A 32 Lots
Typ. 60' Product = 32 Lots

Sedona Lakes Sec 9B 18 Lots
Typ. 50' Product = 18 Lots

PHASE IV (Future) - 278 TOTAL LOTS

Sedona Lakes Sec 10 (Efficiency Ratio = 1.6:1, 72 Lots)
Typ. 60' Product = 72 Lots

Sedona Lakes Sec 11 (Efficiency Ratio = 1.6:1, 83 Lots)
Typ. 60' Product = 83 Lots

Sedona Lakes Sec 12 (Efficiency Ratio = 1.8:1, 73 Lots)
Typ. 60' Product = 123 Lots

158 Lots - 80' wide
180 Lots - 70' wide
567 Lots - 60' wide

905 TOTAL LOTS

SEDONA LAKES MASTERPLAN

07-13-2016

Brown and Gay Engineers, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 www.browngay.com
TBPE Registration No. F-1046

MATT HANKS, PE, JD
COUNTY ENGINEER

MICHAEL C. SHANNON, PE, CFM
ASSISTANT COUNTY ENGINEER

(979) 864-1265 ANGLETON
(979) 388-1265 CLUTE
(281) 756-1265 HOUSTON
(979) 864-1270 FAX

BRAZORIA COUNTY
451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

EXHIBIT "C"

DRAINAGE EASEMENT LETTER

July 7, 2014

Mr. Buck Driggers
Landeavor, LLC. – Texas
1095 Evergreen Circle Ste 200
The Woodlands, TX 77380

Re: Drainage Easement from SH 288 to Mustang Bayou

Dear Mr. Driggers:

Brazoria County is developing a project to construct a toll road facility in SH 288 from CR 58 to Clear Creek. The additional lanes will be constructed in the existing SH 288 right-of-way within the existing median area. Currently, drainage in the area between CR 58 and CR 101 is conveyed from SH 288 to the east through an existing channel that then turns north and eventually drains to Mustang Bayou.

The existing drainage channel is heavily overgrown and has silted up to a depth of about 2 to 2.5 feet. As part of this project we would like to improve the outfall channel from SH 288 to Mustang Bayou. This requires that we acquire a drainage easement from you in the area shown on the attached Exhibit 1as "Proposed Drainage Channel (650 feet)."

I have attached an analysis from our engineer that shows that the project will not increase peak runoff rates. Storm water detention will be provided to mitigate the development of the project.

I would like to coordinate with you on the easement location to incorporate your future land plan. Please call me to discuss.

Sincerely,

Michael C. Shannon, PE, CFM
Assistant County Engineer

Figure 1 – Drainage Outfall

Barrett, Duane

From: Barrett, Duane
Sent: Friday, June 13, 2014 9:09 AM
To: Neshyba, Keith
Cc: Blevins, Jeremy
Subject: RE: Outfall 10 Ditch Improvements
Attachments: Outfall 10 Detention.pdf; Overall DA Map 06-13-2014.pdf; Outfall 10 Memo _ 05-30-2014.pdf

Keith:

I've attached a copy of the overall SH288 drainage area map. The area in question is at Outfall #10 just north of County Road 58 (the southernmost area on the drainage area map). The total drainage area west of SH288 is approximately 182 acres, and the computed 100-year flow rate from that area is 248 cfs. An additional 36 acres on the east side of SH288 drains to Outfall #1 with a computed 100-year peak flow rate of 155 cfs. The total flow rate to the channel east of SH288 is approximately 248 + 155 = 403 cfs. I've also attached a copy of the conceptual layout of a detention basin proposed to be constructed along the west side of SH288 for the purpose of mitigation potential impacts associate with the SH288 improvement project. We do not propose to increase peak runoff rates to downstream areas. Finally, I'm attaching a copy of a memo that Jeremy put together regarding possible improvements to the channel east of SH288. The existing channel is heavily overgrown and has silted up to a depth of about 2 to 2.5 feet. It extends to the east to an old channel that runs northward to empty into Mustang Bayou just downstream of SH 288. We propose to extend the SH288 outfall channel more directly to Mustang Bayou as indicated in the attached memo. The proposed channel has a bottom width of 6 feet and side slopes of 3 horizontal to 1 vertical. With a depth of about 6 to 7 feet, the channel top width will be about 42 to 48 feet and will require a minimum easement of 75 feet (equal to the width of the existing TxDOT easement east of SH288) and a desired easement width of 90 to 100 feet, which will accommodate a minimum 20-foot maintenance berm on each side of the channel. If appropriately maintained, this channel has a capacity of approximately 400 cfs and will convey the 100-year flow rate computed in our study. Note that the alignment of the channel east of the existing north-south ditch may be varied somewhat; we have shown the shortest alignment in Jeremy's memo, but a due easterly alignment would work as well.

Let me know if you have any questions or comments.

Duane Barrett, PE, CFM
D 713.425.0112 **M** 713.320.6278

hdrinc.com/follow-us

From: Neshyba, Keith
Sent: Thursday, June 12, 2014 2:50 PM
To: Barrett, Duane
Cc: Blevins, Jeremy
Subject: FW: Outfall 10 Ditch Improvements

Duane, Jeremy

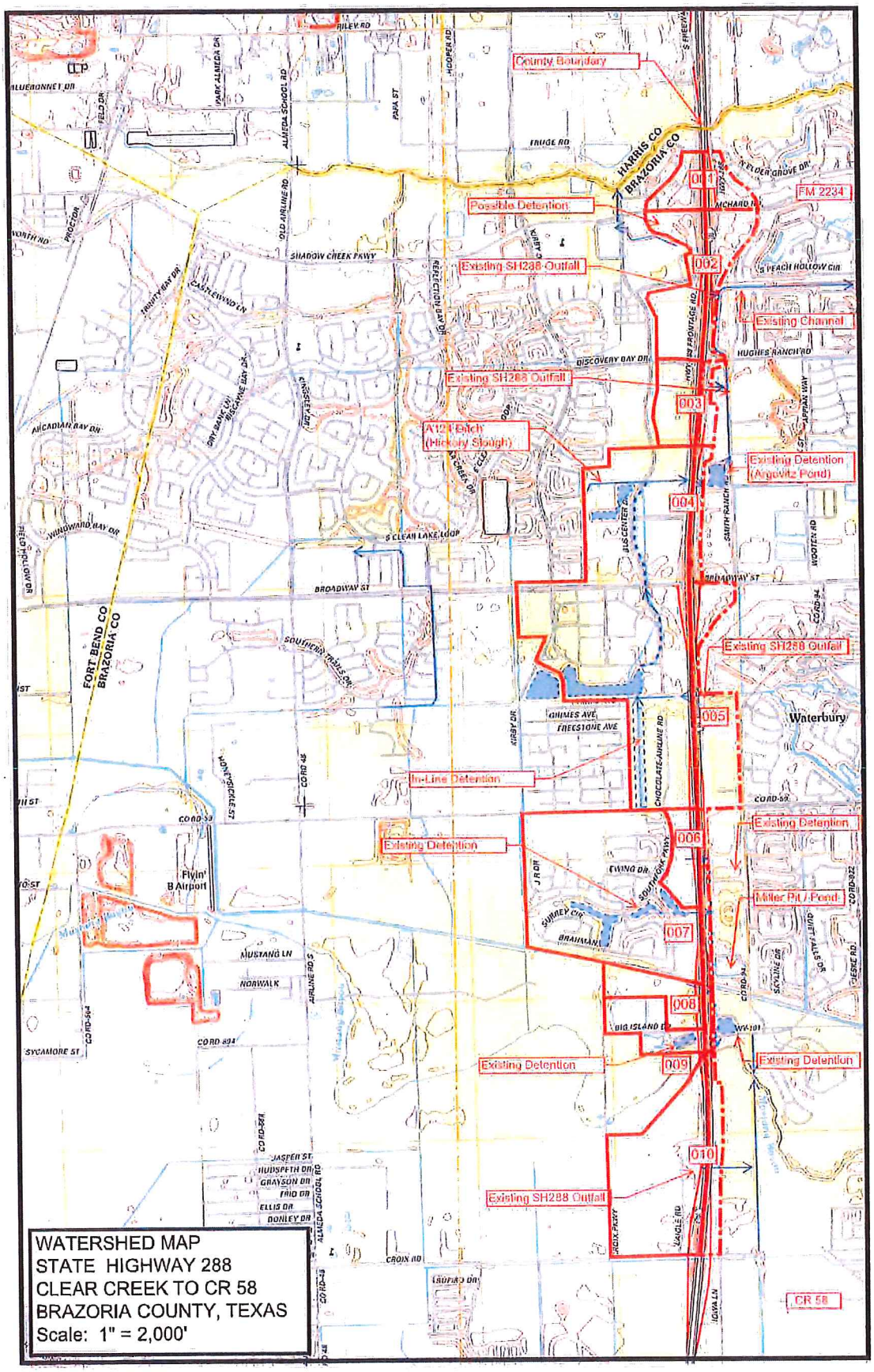
Could you please handle?

thanks

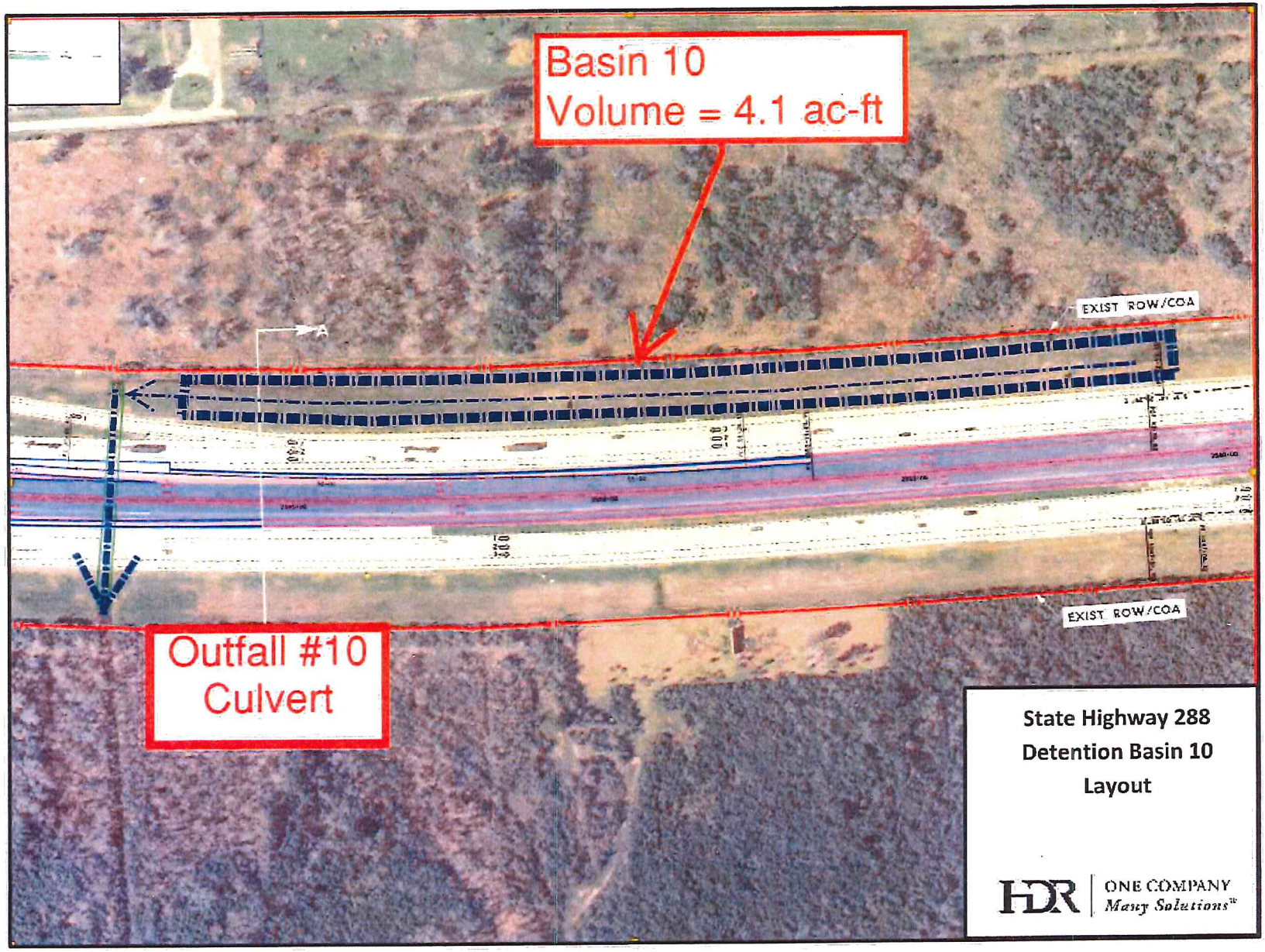
KEITH NESHYBA, P.E.

HDR Engineering, Inc.
Senior Project Manager

4635 Southwest Freeway, Suite 1000 | Houston, TX 77027
713.622.9264 | c: 713.853.6616



WATERSHED MAP
STATE HIGHWAY 288
CLEAR CREEK TO CR 58
BRAZORIA COUNTY, TEXAS
Scale: 1" = 2,000'



State Highway 288
Detention Basin 10
Layout

HDR | ONE COMPANY
Many Solutions

HDR

Memo

Date: Friday, May 30, 2014

Project: SH 288 Managed Lanes

To: Keith Neshbya, P.E.

From: Jeremy Blevins, P.E., CFM

Subject: Ditch Improvements for Outfall 10 Located South of Mustang Bayou

This memorandum describes the drainage problems associated with the existing outfall ditch at Outfall 10 (in the HDR 30% preliminary drainage report) located in Segment 1 of the project south of the Mustang Bayou crossing of SH 288. The memorandum also describes the results of the estimated excavation and improvements necessary to convey runoff from SH 288 to Mustang Bayou and to adequately drain ditches and detention basins along the roadway.

Background Information

The existing dual 6'x5' reinforced box culverts that convey flow across the TXDOT right-of-way to an existing outfall channel. As-built construction drawings show that there is an existing 75-foot drainage easement along that outfall channel to the point where an existing drainage channel intersects the easement and then flows northward to Mustang Bayou. As discovered during field visits to the project site, the existing outfall channel drains poorly and has not been maintained properly. During those site visits, we observed approximately 2.5 feet of silt and standing water in those existing culverts, and the outfall channel was dry, which indicates that the existing outfall channel has silted up and is in need of maintenance to properly drain the SH 288 right-of-way and the proposed managed lanes within the existing median.

As described in the draft drainage report, a proposed detention basin (Basin 10) will drain to the existing dual 6'x'5' reinforced box culverts. Should the existing drainage problem not be corrected, the proposed basin will hold water and will not properly drain after a heavy storm event. Without proper drainage of the proposed detention basin, maintenance of the pond would prove to be difficult with the pond holding water. In order to correct this problem, we have investigated improvements to the existing outfall channel and drainage ditch which flows northward to Mustang Bayou.

Recommended Improvements to SH 288 Outfall Channel

Field survey of the existing outfall channel indicates that the ditch has a bottom width of approximately 18 feet and side slopes of approximately 3H:1V. The flow line of the existing ditch at the downstream end of the dual 6'x5' RCB culverts is 54.9 feet.

An existing cross-section at the culvert output was plotted from the survey data points as seen in Figure 1. The proposed ditch will transition from the existing 18' bottom width to a 6-foot bottom width, and the channel will be deepened by approximately 2.5 feet in order to drain the existing dual 6'x5' RBC culverts, which have a flow line of approximately 52.5 feet (We believe the field survey did not pick up the flow line of the box culverts, but rather silt which has built up in the box culverts over time. The improved outfall channel will have side slopes of a minimum of 3H:1V and a longitudinal slope of 0.1%. The improved outfall channel can potentially drain to Mustang Bayou via an existing

drainage channel which runs north-south approximately 1,020 feet east of SH 288 or through a new proposed channel which continues eastward to Mustang Bayou. Figure 1 provides an aerial photograph of the proposed alternatives for draining to Mustang Bayou.

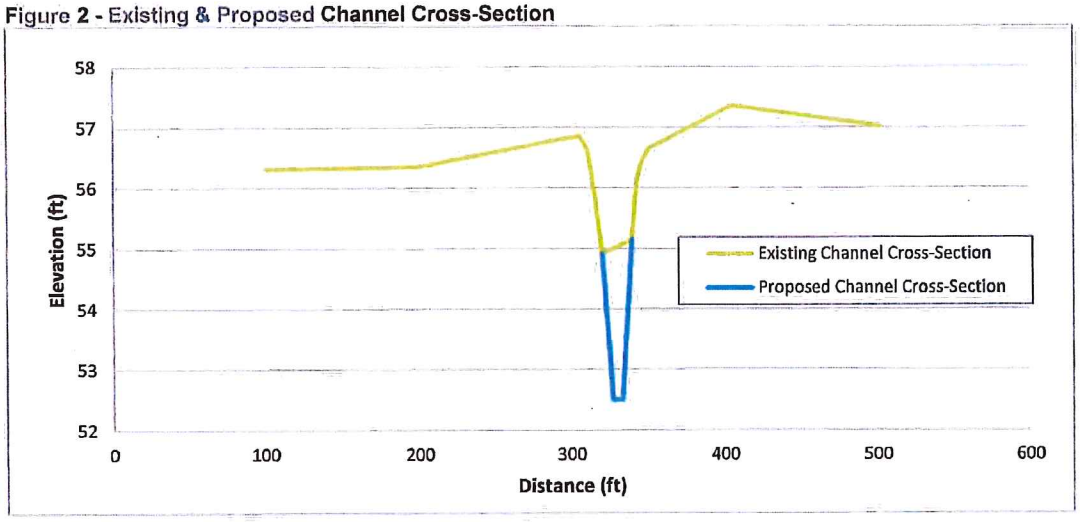
Figure 1 - Proposed Channel Improvement Alternatives

ALTERNATIVE 1

In its current state, the existing outfall channel flows into a channel that runs northward approximately 1,020 feet east of SH 288 and thence into Mustang Bayou. As-built construction drawings show that the existing outfall channel is located within a 75-foot drainage easement which runs perpendicular to SH 288. No drainage easement was found for the north-south drainage ditch which flows to Mustang Bayou. Improvements will also be required to the north-south drainage ditch. The existing drainage channel is approximately 2,020 feet long. Using the existing cross-section and a proposed channel cross-section, we have computed the cross-sectional area of the required excavation along the SH 288 outfall ditch and the existing drainage channel. Multiplying that value times the length of the channels provides us with the volume of excavation required. The required channel excavation is approximately 3,900 cubic yards, and the required drainage easement would be 85 feet wide (45-foot channel top width + two 20-foot maintenance berms). Because this area is heavily wooded and the existing channel has not been maintained, the existing

channel may encompass jurisdictional wetlands, which could potentially cause a delay in the project due to permitting.

Figure 2 - Existing & Proposed Channel Cross-Section



ALTERNATIVE 2

In lieu of draining to the existing drainage ditch that runs northward to Mustang Bayou, the SH 288 outfall channel could drain to a new proposed channel that continues eastward to Mustang Bayou. The proposed channel would have 3H:1V minimum side slopes, 0.1% longitudinal slope, and an 18-foot bottom width to match the existing outfall channel bottom width. The length of the proposed channel is approximately 650 feet, and its alignment is shown in Figure 1. The required drainage easement is 85-feet wide for the proposed channel providing a 20-foot maintenance berm on both sides of the channel. The required excavation is approximately 3,600 cubic yards for both the improvements to the existing outfall channel and the proposed outfall channel.

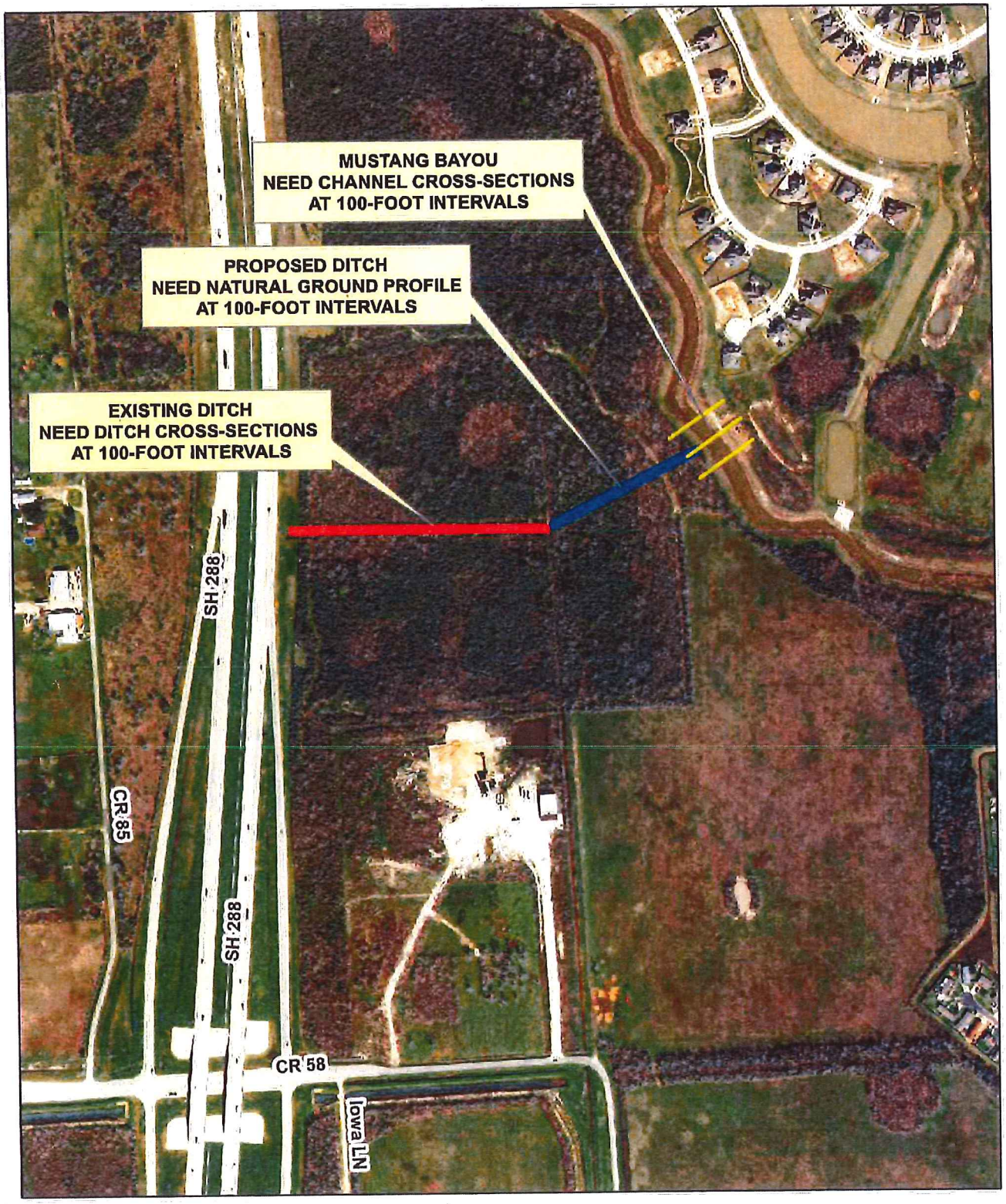
Conclusion

Based on the results of this brief analysis, we recommend that Alternative 2 be explored further as the proposed solution to this drainage issue. Alternative 2 requires a smaller volume of channel excavation, and this alternative would avoid the potential for encountering jurisdictional wetlands within the proposed channel excavation.

We trust that the information provided in this memorandum will prove useful in discussions with Brazoria County regarding how to approach this drainage challenge. Please don't hesitate to contact me if you have any questions or require any additional information.

Sincerely,

Jeremy Blevins, P.E., CFM
Water Resources Project Engineer
HDR Engineering, Inc.



N

0 250 500 1,000 Feet

STATE HIGHWAY 288
BRAZORIA COUNTY
OUTFALL 10 DITCH SURVEY REQUEST

EXHIBIT 6

GCWA PSA

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into by and between the Gulf Coast Water Authority, a Texas conservation and reclamation district located in Brazoria, Fort Bend, and Galveston Counties, Texas ("GCWA"), and VDB Partners, LTD, a Texas limited partnership ("VDB") (together, the "Parties"), to be made effective as of the date described in Section 26 hereof ("Effective Date").

WHEREAS, VDB owns 79.905 acres of property located in Brazoria County, Texas ("Brazoria County"), within the city limits of Manvel, Texas ("Manvel"), as further described in Exhibit A attached hereto ("VDB Tract"); and

WHEREAS, GCWA operates a canal ("Lateral 10") within an easement on the VDB Tract; and

WHEREAS, VDB and GCWA desire to enter into this Agreement for the acquisition by GCWA of certain real property within the VDB Tract for the relocation, expansion and widening of Lateral 10 (as further described and defined in Section 2 as the "Property");

NOW, THEREFORE, GCWA and VDB, in consideration of the mutual promises and covenants contained herein, hereby agree as follows:

1. VDB's Design, Finance and Construction Obligations. In connection with the extension of Manvel Parkway/County Road 94 ("Manvel Parkway") along the eastern and northeastern boundaries of the VDB Tract, VDB shall design, finance and construct, at VDB's sole cost and expense, subject to the terms and conditions of that certain Road Construction Agreement by and between Manvel, Brazoria County, GCWA, VDB and Ashton Houston Residential LLC (the "Five-Party Agreement"): (i) portions of Manvel Parkway and County Road 58 consistent with a mutually-agreed alignment for Manvel Parkway set forth therein as depicted in Exhibit B attached hereto (the "Manvel Parkway Road Alignment"); and (ii) with respect to Lateral 10, (x) the relocation, widening and expansion of portions of Lateral 10 along the northeast corner of the VDB Tract, and (y) a crossing of Lateral 10 by Manvel Parkway (South) and the Manvel Parkway/County Road 58 intersection pursuant to the Manvel Parkway Road Alignment, as more particularly described and depicted in Exhibit C attached hereto (the "Canal Project").

VDB's right to construct the Canal Project shall be subject to GCWA's issuance of a permit therefor (the "Permit"), which GCWA may not unreasonably withhold or delay, provided, however, that the issuance of the Permit is conditioned on VDB's compliance with the provisions of the Five-Party Agreement, all applicable GCWA requirements and standards (including crossing and access standards), and the following terms:

a. VDB shall engage an engineering firm to prepare the design and engineering plans for the Canal Project (the "Plans") and shall submit the Plans to GCWA for GCWA's review and approval. The Plans shall (i) address water flow in Lateral 10 in a manner that ensures that the water flow is not restricted and that access to all levees of Lateral 10 is maintained during the construction period; and (ii) depict the location(s) of any access and utilities within or upon the Property to be reserved to VDB for the development of the VDB Tract.

b. Within thirty (30) days of GCWA's receipt of the Plans for its review and approval, GCWA shall either (i) approve the Plans; or (ii) provide to VDB its written comments regarding the Plans, in which event VDB shall revise the Plans to incorporate or otherwise address GCWA's comments thereto and resubmit the revised Plans to GCWA for its approval within a reasonable period of time after receipt of GCWA's comments, said period of time not to exceed thirty (30) days from VDB's receipt of GCWA's comments on the Plans.

c. Upon GCWA's approval of the Plans, prior to entering into a construction contract for the Canal Project (the "Construction Contract"), VDB shall submit the proposed construction contractor ("Contractor") to GCWA for GCWA's review and approval.

d. Upon GCWA's approval of the proposed Contractor, VDB shall submit the proposed Construction Contract to GCWA for its review and approval. The Construction Contract must provide for payment bonds and performance bonds, name GCWA as an additional insured (and provide for GCWA to be named as additional insured on all subcontracts), and provide for the indemnification of GCWA by the Contractor and all subcontractors.

e. Within thirty (30) days of GCWA's receipt of the Construction Contract for its review and approval, GCWA shall either (i) approve the Construction Contract; or (ii) provide to VDB its written comments regarding the Construction Contract, in which event VDB shall revise the Construction Contract to incorporate or otherwise address GCWA's comments thereto and resubmit the revised Construction Contract to GCWA for its approval within a reasonable period of time after receipt of GCWA's comments, said period of time not to exceed thirty (30) days from the receipt of GCWA's comments on the Construction Contract.

f. The Closing (as defined in Section 9) shall be a condition of the issuance of the Permit.

In the event of VDB's failure to comply with any of the provisions of this Agreement or the Five-Party Agreement, GCWA may deny or revoke the Permit, provided that, prior to denying or revoking a Permit, GCWA shall provide VDB with written notice of its intent to deny or revoke the Permit, which notice shall specify the reason(s) for denial or revocation, and VDB shall have a period of thirty (30) days after receipt of such notice in which to address GCWA's reasons for the proposed denial or revocation and to satisfy the necessary requirements for issuance or continuation of the Permit. The provisions of this Section 1 shall survive Closing.

2. Purchase and Sale Agreement. Subject to the terms and conditions set forth herein and for the consideration stated herein, VDB agrees to sell to GCWA, and GCWA agrees to purchase from VDB, all that tract or parcel of land comprised of (i) approximately 3.735 acres (162,699 square feet) out of VDB's Tract currently unencumbered by a GCWA easement and (ii) approximately 4.396 acres (191,509 square feet) out of VDB's Tract currently encumbered by a GCWA easement, as generally depicted and described in Exhibit D attached hereto, as same may

be adjusted and modified upon completion, review and approval of the Survey (as defined in Section 5(b)), together with any and all improvements thereon and all rights, tenements, hereditaments, easements, appendages, privileges, and appurtenances thereto (the "Property"). The Property to be conveyed shall include all area that GCWA deems necessary or potentially necessary for the relocation, widening and expansion of Lateral 10 within the VDB Tract pursuant to the Canal Project. The Property shall be conveyed to GCWA at Closing by Special Warranty Deed in the form of Exhibit E attached hereto ("Deed"), pursuant to which VDB will reserve all mineral rights under the Property but shall waive surface rights as more fully provided therein.

3. Purchase Price. The purchase price for the Property shall be (i) $2.50 per square foot for such areas of the Property currently unencumbered by a GCWA easement; and (ii) $0.025 per square foot for such areas of the Property currently encumbered by a GCWA easement ("Purchase Price").

4. Independent Consideration. Within two (2) business days after the execution hereof, GCWA shall deliver to Stewart Title Company, 10720 W Sam Houston Pkwy N, Suite 200, Houston, Texas 77064 ("Title Company"), a check in the amount of ONE HUNDRED AND 00/100 DOLLARS ($100.00) ("Independent Consideration"), which Title Company shall immediately deposit for collection and upon collection disburse to VDB as the Independent Consideration for this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and it is fully earned and shall be retained by VDB notwithstanding any other provision of this Agreement, provided, the Independent Consideration shall be applied as a credit to the Purchase Price at Closing. Notwithstanding any other provision of this Agreement to the contrary, in the event this Agreement is terminated by either party prior to Closing pursuant to any right to do so in this Agreement, the Independent Consideration will be paid to VDB.

5. Delivery of Information by VDB.

a. Within ten (10) days after the Effective Date, VDB, at its expense, shall cause to be delivered to GCWA the following (collectively "Due Diligence Materials"):

i. Commitment for Title Insurance ("Title Commitment") from the Title Company setting forth the status of the title of the Property and showing all liens, claims, encumbrances, easements, rights of way, encroachments, reservations, restrictions, and all other matters of record affecting the Property;

ii. True, complete, and legible copies of all documents referred to in the Title Commitment, including tax certificates showing the current outstanding ad valorem taxes due on the Property; and

iii. Copies of the following documents relating to the Property (and any portion thereof), to the extent such documents exist and are in the possession or control of VDB:

1. Any existing leases or licenses, together with all exhibits, addenda and amendments thereto;

2. Real estate bills and assessment notices for the current calendar year and the prior three (3) calendar years;

3. Information on the current status of all outstanding real estate tax appeals;

4. Information regarding any outstanding personal property tax matters;

5. Any appraisal reports;

6. Information on issues regarding water and sewer, road improvements, access, traffic, and other similar physical issues, including any notices from or correspondence with any governmental authority having jurisdiction over the Property;

7. Any and all general and/or special studies, including but not limited to environmental studies, geotechnical studies, engineering and technical reports, including without limitation soils testing reports and reports of environmental or hazardous waste inspections or surveys, and other studies of a material nature that a prudent owner or purchaser would consider significant;

8. Any reports and correspondence relating to the availability of utilities and/or utility capacity, including, without limitation, water, sewer, gas and electricity, at or near the Property;

9. Information on any litigation that is pending or currently threatened;

10. Any existing certified boundary survey and title survey completed by a registered surveyor, including a legal description and copies of any title exceptions noted therein;

11. Any covenants or other agreements with any governmental authority;

12. Information on any outstanding proffers related to the development of the Property, outstanding variances, development or building restrictions, governmental regulations, proposed land use changes, or other federal, state, or local regulatory issues;

13. Any other information that a prudent purchaser would consider important to review prior to purchase of property; and

14. Such additional information in the possession or control of VDB as GCWA may reasonably request.

VDB represents and warrants that all materials, data and information to be delivered by VDB to GCWA in connection with the transaction contemplated hereby will be complete, true and accurate in all material respects; provided that as to information prepared by third parties and delivered by VDB to GCWA, VDB represents that such information has been received by VDB from sources deemed by VDB to be reliable, but VDB does not make any representations or warranties as to the accuracy or completeness thereof.

b. Within thirty (30) days after the Effective Date, in connection with its design of the Canal Project pursuant to Section 1 hereof, VDB shall obtain at its expense a survey of the Property and deliver a copy of the same to GCWA and Title Company ("Survey") consisting of a plat and field notes prepared by a licensed surveyor acceptable to GCWA, VDB and Title Company, which Survey shall (1) reflect the actual dimensions of, and the gross area within, the Property, the location of any easements, crossings, utilities, rights of way, setback lines, encroachments, or overlaps thereon or thereover, and the outside boundary lines of any improvements, (2) identify by recording reference all easements, rights of way, setback lines, and other matters referred to in the Title Commitment, (3) include the surveyor's registered number and seal, the date the Survey was performed, and a certificate addressed to GCWA, VDB and Title Company, reasonably satisfactory to GCWA and Title Company, (4) be sufficient to cause the Title Company to delete (except for "shortages in area") the printed exception for "discrepancies, conflicts or shortages in area or boundary lines, or encroachments, or any overlapping of improvements" in the Policy (as defined in Section 9) to be delivered pursuant to Section 9(b)(ii), (5) reflect any area within the Property that has been designated by the Federal Insurance Administration, the Army Corps of Engineers, or any other governmental agency or body as being subject to special or increased flooding hazards, (6) in general, comply with the requirements of the Texas Society of Professional Surveyors for a Category 1A Condition I survey and (7) in all respects, be subject to review and verification by GCWA's surveyor and final review and approval of GCWA. For purposes of the Property description to be included in the Deed to be delivered at Closing pursuant to Section 9(b)(i), the field notes prepared by the surveyor, reviewed and verified by GCWA's surveyor pursuant to Section 6(a) and approved by GCWA shall control in the event of any conflicts or inconsistencies with Exhibit D, and such field notes shall be incorporated herein by this reference upon their completion and approval by GCWA, VDB and Title Company.

6. Right of Inspection; Due Diligence Period.

   a. GCWA shall have the right, for a period of sixty (60) days after the Effective Date (as same may be extended pursuant hereto, the "Due Diligence Period"), in which to enter the Property and conduct a physical examination of the Property, including without limitation a Phase 1 environmental site assessment and wetlands study ("Environmental Audit"), the taking of core samples and other intrusive testing, a geotechnical study, and a topographical study, to examine the Due Diligence Materials, to cause its surveyor to review and verify the Survey and to determine the status of governmental and developmental regulations affecting the Property, all at GCWA's expense.

   b. If during the Due Diligence Period GCWA determines, in its commercially reasonable discretion, that the Property is not suitable for its purposes, then GCWA shall have the right to terminate this Agreement in accordance with Section 13(b) by giving written notice to VDB at any time prior to the expiration of the Due Diligence Period. If GCWA does not so terminate this Agreement by the end of the Due Diligence Period, or if prior thereto GCWA waives its right to do so, then GCWA shall have no further right to terminate this Agreement under this Section 6(b).

   c. It shall be an express condition precedent to GCWA's obligations under this Agreement that the following conditions have been satisfied by VDB during the Due Diligence Period (each, a "Seller's Condition"), as evidenced by VDB's provision of documentation in a form satisfactory to GCWA demonstrating that the subject Seller's Condition has been fulfilled:

      i. The unconditional surrender, release and termination of any and all existing tenancy or right to possess any portion of the Property by any tenant and of any and all existing right to use any portion of the Property by any third party; and

      ii. The termination of all existing leases, licenses, and other agreements relating to the Property.

   If all of the Seller's Conditions are not fully satisfied during the Due Diligence Period, GCWA shall have the absolute right to terminate this Agreement by written notice to VDB in accordance with Section 13(b).

7. Title. GCWA shall have the right, at any time during the Due Diligence Period, to object in writing to any liens, encumbrances, and other matters reflected on the Title Commitment or Survey. All such matters to which GCWA so objects shall be "Non Permitted Encumbrances"; if no such notice of objection is given during the Due Diligence Period, all matters reflected by the Survey and Title Commitment, other than liens, shall be "Permitted Encumbrances". VDB shall use commercially reasonable good faith efforts to cure or remove all Non Permitted Encumbrances and give GCWA written notice thereof within three (3) days after the Due Diligence Period expires. If

VDB does not timely cause all of the Non Permitted Encumbrances to be removed or cured, and timely written notice thereof to be given to GCWA, then GCWA may either: (1) terminate this Agreement in accordance with Section 13(b) by delivering notice to VDB within two (2) days after the end of the Due Diligence Period; or (2) purchase the Property subject to the Non Permitted Encumbrances, in which case, such Non Permitted Encumbrances shall be Permitted Encumbrances.

8. VDB's Representations, Warranties, and Covenants.

   a. VDB hereby represents and warrants to GCWA that:

      i. VDB has complete and unrestricted power and authority to enter into this Agreement and all other agreements to be executed and delivered by VDB pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

      ii. This Agreement has been duly executed and delivered by VDB. All other agreements contemplated hereby to be executed and delivered by VDB will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by VDB. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of VDB enforceable in accordance with their respective terms;

      iii. The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which VDB is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from VDB to any person or entity, (iii) conflict with or violate the organizational documents of VDB, (iv) result in the creation or imposition of any lien on all or any part of the Property, or (v) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to VDB or all or any part of the Property;

      iv. VDB now has and shall have at Closing good and indefeasible title to the Property in fee simple absolute, absolute, free and clear of all liens, including, without limitation, (a) mortgage liens, (b) security interests, (c) tax liens, (d) abstracts of judgment, (e) environmental liens, and (f) materialmen's and mechanic's liens (collectively "Liens") (other than any Liens that will be released at or prior to Closing). No party, except as herein set forth, has or shall have on the Closing Date (as defined in Section 9) any material rights in or to occupy all or any part of the

Property. No party other than GCWA has any agreement to purchase, right of first refusal, option to purchase or any other right to acquire all or any part of the Property;

v. There are no actions, suits, claims, assessments, or proceedings pending or, to the best of VDB's knowledge, after due inquiry, threatened that could materially adversely affect the ownership, operation, use, enjoyment, development or redevelopment, or maintenance of the Property or VDB's ability to perform hereunder;

vi. VDB has no information of and to the best of VDB's knowledge, after due inquiry, there is not (i) any change contemplated in any applicable law, statute, ordinance, rule, regulation, order, or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), (ii) any law, ordinance, regulation, administrative ruling, restrictive covenant or deed restriction affecting all or any part of the Property, including without limitation, any applicable zoning ordinances, building codes, flood disaster laws, wetlands regulation, health law or environmental law, (iii) any judicial or administrative action, (iv) any action by adjacent landowners, (v) any administrative action, (vi) any natural or artificial conditions on or about the Property, or (vii) any significant adverse fact or condition relating to the Property or its use, that would prevent, limit, impede, or render more costly the ownership, operation, use, enjoyment, development or redevelopment of the Property for Lateral 10;

vii. To the best of VDB's knowledge, no Hazardous Substances (as defined below) have been incorporated, used, generated, manufactured, stored, or disposed of in, on, under, or about the Property or transferred to or from the Property and there are no claims, litigation, administrative or other proceedings, whether actual or threatened, or judgments or orders, relating to the use, generation, manufacture, storage or disposal of any Hazardous Substances in, on, under or about the Property. As used in this Agreement, the term "Hazardous Substances" means (i) any substance or material that is listed, defined or otherwise designated as a "hazardous substance" under Section 101(14) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et. seq., (ii) any petroleum or petroleum products, (iii) any radioactive material, urea-formaldehyde, asbestos or PCBs, and (iv) any other chemical, substance or waste that is regulated under any Environmental Law. The term "Environmental Law" means any federal, state, municipal or local law, rule, regulation, statute, ordinance or order of any governmental agency or entity relating to (i) the control of any potential pollutants or protection of the air, water or land, (ii) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation and (iii) the regulation of or exposure to hazardous, toxic or other substances alleged to be harmful. Further,

VDB hereby agrees to indemnify, defend and hold GCWA harmless from and against all loss, liability, damage, cost or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest) suffered or incurred by GCWA arising out of or resulting from the presence or alleged presence of Hazardous Substances in, on, under or about the Property on or before the date of Closing, including, without limitation, (i) any liability under or on account of including, without limitation, the assertion of any lien thereunder, (ii) any loss of value of the Property as a result of the presence or alleged presence of Hazardous Substances in, on, under or about the Property, claims brought by third parties for loss or damage incurred or sustained prior to the date of Closing, and (iv) liability with respect to any other matter relating to any actual or alleged violation by VDB or the Property of Environmental Law, unless the presence of Hazardous Substances was caused by GCWA or is attributable to Lateral 10 or GCWA's use and operation of Lateral 10, in which event GCWA shall be responsible for any and all such Hazardous Substances caused by GCWA or attributable to Lateral 10 and, to the extent allowed by applicable law, shall indemnify and hold VDB harmless from and against same;

viii. VDB has no information of and to the best of VDB's knowledge, after due inquiry, there is not any pending or threatened change in the Property's land use; and

ix. The Due Diligence Materials are true, accurate and complete in all material respects.

For purposes of this Agreement and all documents delivered by VDB in connection with this Agreement, when the phrases "***to the best of VDB's knowledge***", "***to the best of VDB's actual knowledge***" or the "***knowledge***" of VDB or words of similar import are used, these phrases shall mean and be deemed to refer only to the actual knowledge of Mr. William C. Visinsky: (a) only at the times indicated; (b) without any independent investigation having been made or any implied duty to investigate on the part of VDB, its partners, the managers or members of its general partner, employees, Mr. Visinsky or anyone else; and (c) shall not include any implied, imputed or constructive knowledge. Nothing herein shall imply any personal liability on the part of Mr. Visinsky, it being understood and agreed that the reference to him is solely for the purpose of measuring VDB's knowledge, and that he is acting in a representative capacity and not otherwise.

The representations and warranties contained in this Section 8(a) shall be deemed to be restated at Closing and, to the extent not actually known by GCWA to be untrue, shall survive Closing. For purposes of this Agreement, the phrase "***not actually known by GCWA to be untrue***" shall mean and be deemed to refer only to the actual knowledge of Mr. David Sauer: (a) only as to the portions of the Property that were, prior to Closing, encumbered by a GCWA easement; (b) only at the times indicated; (c) without any independent investigation having been made or any implied duty to investigate on the part

of GCWA, its board members, officers or employees, Mr. Sauer or anyone else; and (d) shall not include any implied, imputed or constructive knowledge. Nothing herein shall imply any personal liability on the part of Mr. Sauer, it being understood and agreed that the reference to him is solely for the purpose of measuring GCWA's knowledge of what is actually known to be untrue as to the portions of the Property that were, prior to Closing, encumbered by a GCWA easement, and that he is acting in a representative capacity and not otherwise.

b. VDB hereby covenants with GCWA, which covenants shall survive Closing, as follows:

i. On or before the tenth (10th) day of each calendar month prior to Closing, VDB shall deliver to GCWA any new or updated Due Diligence Materials in VDB's possession or control;

ii. Subsequent to the Effective Date, VDB will not, without the prior written consent of GCWA, enter into any purchase and sale agreement, earnest money contract, option agreement, right of first refusal, letter of intent or other agreement affecting the Property;

iii. Subsequent to the Effective Date, VDB will (i) maintain and operate the Property in a good and businesslike manner and the same manner as VDB has previously maintained and operated the same, and (ii) not commit or permit to be committed any waste to the Property;

iv. Prior to Closing, VDB shall, at its sole cost and expense, remove and/or remediate to GCWA's satisfaction all Hazardous Substances which are disclosed by the Due Diligence Materials, or by the Environmental Audit, to be situated in, on, under, or about the Property;

v. Prior to Closing, VDB shall, at its sole cost and expense, comply with any and all applicable subdivision regulations and similar ordinances necessary to allow for the conveyance of the Property from VDB to GCWA; and

vi. VDB shall notify GCWA immediately after the same occurs of any material change concerning the Property, these representations and warranties contained in Section 8(a) and 7(b) hereof, or any other information heretofore or hereafter furnished to GCWA concerning the Property.

If (A) any of VDB's representations and warranties and covenants set forth in this Section 8 are untrue in any material respect, or (B) at any time at or before Closing there is any material change with respect to the matters represented and warranted and covenanted by VDB pursuant to this Section 8, then VDB shall give GCWA prompt written notice thereof, and GCWA shall have the right to terminate this Agreement in accordance with Section 13(b) by delivering notice to VDB at any time at or before the Closing. All of VDB's representations and warranties and covenants shall survive the Closing to the extent

provided in this Section 8; provided, however, that GCWA may not maintain an action for breach of such representations and warranties and covenants unless it shall have given VDB written notice of such breach in reasonable detail not later than a date which is one (1) year from the Closing Date. Except for the representations and warranties of VDB set forth in this Section 8, GCWA will rely on its own due diligence in closing the purchase and sale of the Property pursuant to this Agreement.

9. Closing. Provided that this Agreement has not been terminated by VDB or GCWA pursuant to Section 13, upon satisfaction of the Seller's Conditions, the closing of the sale of the Property by VDB to GCWA ("Closing") shall occur on (i) the date that is fifteen (15) days after the expiration of the Due Diligence Period; or (ii) such earlier date as may be agreed upon in writing by VDB and GCWA ("Closing Date"), in the offices of Title Company or at such other location agreed to by VDB and GCWA. For avoidance of doubt, the Closing may not occur unless, within the Due Diligence Period, VDB has satisfied all of the Seller's Conditions. In addition to the satisfaction of the Seller's Conditions, at the Closing the following, which are mutually concurrent conditions, shall occur:

    a. GCWA, at its expense, shall deliver or cause to be delivered to VDB or Title Company, as applicable, the following:

        i. Cashier's check or immediately available cash funds by wire transfer in the amount of the Purchase Price as specified in Section 3, it being agreed that the Independent Consideration shall be delivered to VDB at Closing and applied toward payment of such amount, adjusted in accordance with Section 9(c);

        ii. Evidence satisfactory to VDB and Title Company that the person executing the Closing documents on behalf of GCWA has full right, power, and authority to do so; and

        iii. Such other documents as are customarily executed in Texas by the purchaser to effectuate the conveyance of property similar to the Property and issuance of the Policy (defined below).

    b. VDB shall deliver or cause to be delivered to GCWA or Title Company, as applicable, the following:

        i. The Deed in the form of Exhibit E fully executed and acknowledged by VDB, conveying the Property to GCWA free and clear of all encumbrances except the Permitted Encumbrances;

        ii. Owner policy of title insurance in the amount of the Purchase Price issued by Title Company insuring that GCWA is the owner of the Property subject only to the Permitted Encumbrances and the standard printed exceptions included in a Texas standard form owner's policy of title insurance ("Policy"); provided, however, that (A) the standard exception for discrepancies, conflicts, or shortages in area shall be

deleted except for "shortages in area," if GCWA desires such deletion, (B) no exception shall be made for the rights of parties in possession, and (C) the standard exception for taxes shall be limited to the year in which the Closing occurs, and subsequent years and subsequent assessments for prior years due to change in land usage or ownership;

iii. Evidence satisfactory to GCWA and the Title Company that the persons executing and delivering the Closing documents on behalf of VDB have full right, power and authority to do so;

iv. Certificate executed by VDB stating that, as of the Closing Date, each of VDB's representations and warranties and covenants set forth in Section 8 is true and correct;

v. Certificate meeting the requirements of Section 1445 of the Internal Revenue Code of 1986, executed and sworn to by VDB; and

vi. Such other instruments as are customarily executed in Texas to effectuate the conveyance of property similar to the Property, with the effect that, after the Closing, GCWA will have succeeded to all of the rights, titles, and interests of VDB related to the Property and VDB will no longer have any rights, titles, or interests in and to the Property.

c. All normal and customarily proratable items, including without limitation real estate and personal property taxes, utility bills, and insurance premiums, if applicable, shall be prorated as of the Closing Date, VDB being charged and credited for all of same up to such date and GCWA being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between VDB and GCWA.

d. VDB shall pay (i) the costs of the Survey; and (ii) one-half (½) of any escrow fee which may be charged by the Title Company. GCWA shall pay (i) the basic premium for the Policy to be issued to GCWA by the Title Company at Closing, (ii) the additional premiums chargeable for modification of the survey exception and any other modifications or endorsements to the Policy, if desired by GCWA, and the cost for any inspections by the Title Company for the deletion of the parties in possession exception; (iii) one-half (½) of any escrow fees charged by the Title Company; and (iv) the fees for recording the Deed. All other costs and expenses incident to this transaction and the Closing thereof shall be paid by the party incurring same.

e. Upon completion of the Closing, VDB shall deliver to GCWA possession and occupancy of the Property.

10. Post Closing; Future Development.

    a. With respect to the development of the VDB Tract, at any time after the Closing, in the event that VDB requires additional ingress and egress or utility access across the Property to County Road 58 or Manvel Parkway (in addition to or other than the access described in Section 1(b)), VDB may request such additional access from GCWA, and GCWA will not unreasonably withhold, delay or deny its issuance of a crossing agreement related thereto, provided that (i) VDB specifically identifies the location(s) within or upon the Property to which VDB requests the right to access or install utilities for the development of the VDB Tract; and (ii) GCWA determines that the requested access and utility crossings comply with all applicable and customary GCWA requirements and standards for such access and crossings, do not restrict the flow in Lateral 10, and allow access to all levees.

    b. Additionally, upon completion of the Canal Project, VDB and GCWA will undertake a true-up process ("True-Up") as follows: (i) in the event that portions of the GCWA easement encumbering the VDB Tract (as same existed prior to Closing) are outside the boundaries of the Property and will no longer be utilized by GCWA for Lateral 10 (as relocated, expanded and widened), GCWA agrees to release and quit claim such portions of the easement area to VDB upon written request by VDB; and (ii) in the event that portions of Lateral 10 (as relocated, expanded and widened) are outside the boundaries of the Property, VDB and GCWA agree to take all necessary steps to amend the Deed to include the amended boundaries of the Property consistent with the actual location of Lateral 10 (as relocated, expanded and widened). If, as a result of the True-Up, GCWA must acquire additional area from VDB, GCWA will pay VDB for such area, and if GCWA must release from the Property area for which it has already paid VDB, VDB will reimburse GCWA for such area, all such payments and reimbursements to be at the Purchase Price as specified in Section 3.

    c. The provisions of this Section 10 shall survive Closing.

11. Commissions. Each party represents and warrants to the other there has been no broker, finder, real estate agent or similar agent engaged in connection with the transaction contemplated hereby and each party agrees that should any claim be made for brokerage commissions or finder's fees by any broker, finder or agent by, through or on account of any acts of the indemnifying party or its agents, employees or representatives, the indemnifying party will hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) in connection therewith. The provisions of this Section 11 shall survive Closing.

12. Taking Before Closing. If, before Closing, all or any part of the Property becomes subject to condemnation or eminent domain proceedings, then VDB shall promptly notify GCWA thereof. GCWA may elect to proceed with the Closing (subject to the

other provisions of this Agreement) by delivering notice thereof to VDB within five (5) business days of receipt of VDB's notice respecting the taking, but GCWA shall be entitled to all condemnation proceeds or awards payable as a result of such taking and, to the extent the same may be necessary or appropriate, VDB shall assign to GCWA at Closing VDB's rights to such proceeds or awards. If, within five (5) business days of receipt of VDB's notice respecting the taking, GCWA notifies VDB of its intent to terminate this Agreement, then GCWA shall be deemed to have terminated this Agreement pursuant to Section 13(b). If GCWA gives no notice within such period, GCWA shall no further right to terminate this Agreement under this Section 12.

13. Termination and Remedies.

a. If GCWA fails to consummate the purchase of the Property pursuant to this Agreement for any reason other than termination hereof pursuant to a right granted to GCWA in Section 6, Section 7, Section 8 or Section 12, then VDB, as its sole and exclusive remedy, shall have the right to terminate this Agreement by notifying GCWA thereof, in which event neither GCWA nor VDB shall have any further rights or obligations hereunder except those provisions hereof that expressly survive such termination, and the Title Company shall promptly release the Independent Consideration, and any interest thereon, to VDB.

b. If GCWA terminates this Agreement pursuant to a right granted to GCWA in Section 6, Section 7, Section 8 or Section 12, then neither GCWA nor VDB shall have any further rights or obligations hereunder except those provisions hereof that expressly survive such termination, and the Title Company shall promptly release the Independent Consideration, and any interest thereon, to VDB.

c. If VDB fails or is unable to perform any of its obligations pursuant to this Agreement for any reason other than the termination of the Agreement as provided in Section 13(a), then GCWA shall have the right to: (1) terminate this Agreement by notifying VDB thereof, in which case neither party hereto shall have any further rights or obligations hereunder except those provisions that expressly survive such termination, and the Title Company shall promptly release the Independent Consideration, and any interest thereon, to VDB; or (2) enforce specific performance of the obligations of VDB hereunder.

d. The Parties agree that the provision for payment of the Independent Consideration as liquidated damages in Section 13(a) has been included because, in the event of a breach by GCWA, the actual damages to be incurred by VDB can reasonably expected to approximate the amount of liquidated damages called for herein and because the actual amount of such damages would be difficult if not impossible to measure accurately.

e. Each party's exercise of a termination right or any other remedy available to the party for the other party's default under this Agreement is subject to the

following provision: the defaulting party shall be entitled to written notice of any default and shall have thirty (30) days after receipt of such notice to cure such default prior to the exercise of any remedy provided herein ("Initial Cure Period"); provided, further, that if, by nature of the work involved, the default cannot be cured within the Initial Cure Period, the defaulting party shall take action to commence and diligently pursue the cure thereof during the Initial Cure Period and shall have an additional sixty (60) days in which to cure the default.

14. Notices. All notices provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same by recognized overnight courier, by delivering the same in person to such party; by facsimile copy transmission; or by e-mail (if a party's e-mail address is included in its notice address below).

    Notice given in accordance herewith (a) if hand delivered, delivered by recognized overnight courier, by facsimile copy transmission, or by e-mail, shall be effective upon receipt at the address of the addressee; and (b) if delivered by United States mail in accordance with this Section 14 shall be effective two (2) business days after deposit in the United States mail receptacle. For purposes of notice, the addresses of the parties shall be as follows:

    If to VDB, to: VDB Partners, LTD
    5151 San Felipe St., Suite 1385
    Houston, Texas 77056
    Attention: William C. Visinsky
    Email: bill@visinsky.com

    If to the Authority, to: Gulf Coast Water Authority
    3630 FM 1765
    Texas City, Texas 77591
    Attention: General Manager
    Email: bwade@gcwater.org

    Either party hereto may change its address for notice by giving three days prior written notice thereof to the other party.

15. Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the successors and assigns of the Parties.

16. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of VDB and GCWA only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

17. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue for any suit arising out of this Agreement shall be the court of appropriate jurisdiction in Brazoria County.

18. Compliance with Certain State Law Requirements.

    a. For purposes of compliance with Section 2271.002 of the Texas Government Code ("Code"), VDB hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

    b. For purposes of compliance with Section 2252.152 of the Code, VDB hereby represents and warrants that, at the time of this Agreement neither VDB nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of VDB, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code.

    c. VDB will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Code and the rules promulgated by the Texas Ethics Commission ("Form 1295"), in connection with entry into this Agreement. Upon receipt of VDB's Form 1295, GCWA agrees to acknowledge VDB's Form 1295 through its electronic filing application. VDB and GCWA understand and agree that, with the exception of information identifying GCWA and the contract identification number, GCWA is not responsible for the information contained in VDB's Form 1295 and GCWA has not verified such information.

19. Entire Agreement; Memorandum of Understanding Superseded. This Agreement is the entire agreement between VDB and GCWA concerning the sale of the Property, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound. The Memorandum of Understanding between the Parties dated June 20, 2020 ("2020 MOU"), is hereby superseded in all respects by this Agreement, and, upon the Effective Date, the 2020 MOU shall be of no further force and effect. All Exhibits attached hereto are incorporated herein by this reference for all purposes.

20. Time of Essence. Time is of the essence with regard to this Agreement.

21. Severability. In case any 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.

22. Construction. VDB and GCWA hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by VDB and GCWA and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits. Capitalized terms defined in the preamble and recitals to this Agreement shall have the definitions set forth therein when used in this Agreement.

23. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Texas, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m.

24. Title Policy or Abstract. As provided for in the Texas Real Estate License Act, GCWA is advised to have an abstract of title for the Property examined by an attorney of its choice, or to obtain a policy of title insurance.

25. Attorneys' Fees and Costs. In the event VDB and GCWA become parties to any lawsuit, action, or other proceeding concerning this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other remedies or damages herein or otherwise provided or allowed, reasonable attorneys' fees and costs incurred in such lawsuit, action or proceeding.

26. Effective Date. The effective date of this Agreement ("Effective Date") is the date the Title Company acknowledges receipt of (i) fully executed counterparts of this Agreement; and (ii) the Independent Consideration.

27. Counterparts. This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Any facsimile or electronic copies hereof or signatures hereon shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

GULF COAST WATER AUTHORITY, a Texas conservation and reclamation district located in Brazoria, Fort Bend, and Galveston Counties, Texas

By:_____
Brandon Wade, General Manager

VDB PARTNERS, LTD, a Texas limited partnership

By: VDB PROPERTY MGMT Management ~~Company~~, LLC, its General Partner

By:_____
Name: William C. Visinsky
Title: Vice President

TITLE COMPANY RECEIPT

The Title Company acknowledges receipt of this fully executed Agreement and the Independent Consideration on the 11 day of August, 2021.

STEWART TITLE COMPANY

By: HP
Name: Delia Jimenez
Title: Stewart Title Escrow Officer

Exhibit A

VDB Tract

November 30, 2006
Job No. 1078-2008-202

DESCRIPTION OF
79.905 ACRES

Being 79.905 acres of land located in the A. C. H. & B. R. R. Co. Survey, Section 90 also known as the Kate R. Ehrmann Survey, Abstract 459 of Brazoria County, Texas, more particularly being a portion of Block "O" of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 91 & 92, Plat Records, Brazoria County, Texas (B.C.P.R.) more particularly being all of those certain tracts called 2.2229 acres (referred to as Tract B), 16.6700 acres (referred to as Tract C), 46.8412 acres (referred to as Tract D), 14.1479 acres (referred to as Tract E) conveyed to VDB Partners, Ltd, by instrument of record in File Number 99-050835, Official Records of Brazoria County, Texas (B.C.O.R.), all of those certain tracts called 46.8412 acres (referred to as Tract D), and 14.1479 acres (referred to as Tract E) conveyed to VDB Partners, Ltd, by instrument of record in File Number 99-050834, B.C.O.R. and in an affidavit to correct legal description of record under File Number 2006000883, B.C.O.R., said 79.905 acres being more particularly described by metes and bounds in two parts, Part One being 16.447 acres and Part Two being 63.458 acres as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

PART ONE

BEGINNING at a 5/8-inch iron rod found for a re-entrant corner on the north line of that certain called 99.9653 acre tract conveyed to SLP 288 and Rodeo Palms II, LP, by instrument of record in File No. 2004064049, B.C.O.R.;

Thence, North 03° 08' 38" West, along the west line of said 14.1479 acre tract and the most northerly east line of said 99.9653 acre tract, 333.68 feet to a 5/8-inch iron rod with cap stamped "LA THOMPSON 3987" found for the most northerly northeast corner of said 99.9653 acre tract, same being the southeast corner of Lot 19, Section 90 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, B.C.P.R.;

Thence, North 03° 19' 05" West, continuing along the west line of said 14.1479 acre tract and along the east line of said Lot 19 and Lot 18 of said subdivision, passing at 1,318.43 feet a TXDOT concrete right-of-way monument found for the northeast corner of said Lot 18 and for an angle point on the easterly right-of-way line of State Highway 288 (width varies), from which a found TXDOT concrete right-of-way monument bears South 85° 24' 57" West, 7.42 feet for an angle point on said easterly right-of-way line, and continuing along said easterly right-of-way line and said west line in all 1,354.07 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for an angle point on said easterly right-of-way line;

Thence, North 09° 45' 18" East, continuing along said 14.1479 acre tract and said easterly right-of-way line, passing at 472.50 feet a 5/8-inch iron rod found for the common west corner of said 14.1479 acre tract and the aforementioned 2.2229 acre tract, and continuing along the common line of said easterly right-of-way line and the westerly line of said 2.2229 acre tract, in all 865.71 feet to a TXDOT concrete right-of-way monument found for an angle point on said easterly right-of-way line, the beginning of a curve;

Thence, continuing along said common line, 251.31 feet along the arc of a non-tangent curve to the left having a radius of 1,195.92 feet, a central angle of 12° 02' 25", and a chord that bears North 03° 59' 19" East, 250.85 feet to a TXDOT concrete right-of-way monument found for the point of tangency of said easterly right-of-way line;

Thence, North 02° 01' 53" West, continuing along said common line, 23.81 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for an angle point on said easterly right-of-way line;

Thence, North 41° 22' 51" East, continuing along said common line, 139.94 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for an angle point on said easterly right-of-way line, said point being the north corner of said 2.2229 acre tract and located at the intersection of said easterly right-of-way line and the west right-of-way line of County Road No. 82 (70 feet wide, AKA Iowa Lane);

Thence, South 02° 27' 53" East, along said west right-of-way line and the east line of said 2.2229 acre tract, passing at 755.91 feet the common east corner of said 2.2229 and 14.1479 acre tracts, from which a found 5/8-inch iron rod bears North 81° 46' 31" West, 2.79 feet and a found 1/2-inch iron rod bears South 05° 03' 37" East, 6.31 feet, and continuing along said west right-of-way line and the east line of said 14.1479 acre tract, in all 2,903.60 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the intersection of said west right-of-way line with the north line of said 99.9653 acre tract, from which a 5/8-inch iron rod bears North 02° 27' 53" West, 1.68 feet;

Thence, South 86° 42' 53" West, along the north line of said 99.9653 acre tract, 284.45 feet the POINT OF BEGINNING and containing 16.447 acres of land.

PART TWO

BEGINNING at a 5/8-inch iron rod found for the northeast corner of that certain called 99.9653 acre tract conveyed to SLP 288 and Rodeo Palms II, LP, by instrument of record in File No. 2004084049, B.C.O.R.;

Thence, South 86° 42' 53" West, along the most easterly north line of said 99.9653 acre tract, 964.95 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the intersection of the east right-of-way line of County Road No. 82 (70 feet wide, AKA Iowa Lane) with the north line of said 99.9653 acre tract;

Thence, North 02° 27' 53" West, along said east right-of-way line, passing at 2,147.50 feet the common west corner of the aforementioned 46.8412 acre tract and the aforementioned 16.6700 acre tract, from which a found 5/8-inch iron rod bears North 71° 19' 55" West, 2.93 feet and a found 1/2-inch iron rod bears South 25° 18' 36" East, 6.82 feet, and continuing along said east right-of-way line and the west line of the aforementioned 16.6700 acre tract, in all 2,903.69 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the intersection of said east right-of-way line and easterly right-of-way line of State Highway 288 (width varies);

Thence, North 86° 38' 43" East, along said easterly right-of-way line and along a north line of said 16.6700 acre tract, 139.51 feet to a 5/8-inch iron rod found for an angle point on said easterly right-of-way line and a re-entrant corner on said north line;

Thence, North 04° 30' 35" West, continuing along said easterly right-of-way line and said north line, 29.58 feet to a 5/8-inch iron rod found at the intersection of said easterly right-of-way line and the south right-of-way line of County Road 58 (called 60 feet wide);

Thence, North 86° 44' 06" East, along said south right-of-way line and said north line, passing at 754.62 feet the common survey line of said A. C. H. & B. R. R. Co. Survey, Section 90 and the Mary V. O'Donnelll Survey, Abstract 469, of said Brazoria County, continuing in all 784.31 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the northeast corner of said 16.6700 acre tract as described in File Number 99-050835, B.C.O.R.;

Thence, South 03° 17' 19" East, along the record east line of said 16.6700 acre tract, passing at 785.03 feet the common east corner of said 16.6700 and 46.8412 acre tracts, and continuing along the record east line of said 46.8412 acre tract in all 2,932.86 feet to the POINT OF BEGINNING and containing 63.458 acres of land.

Said Part One and Two containing a total of 79.905 acres.

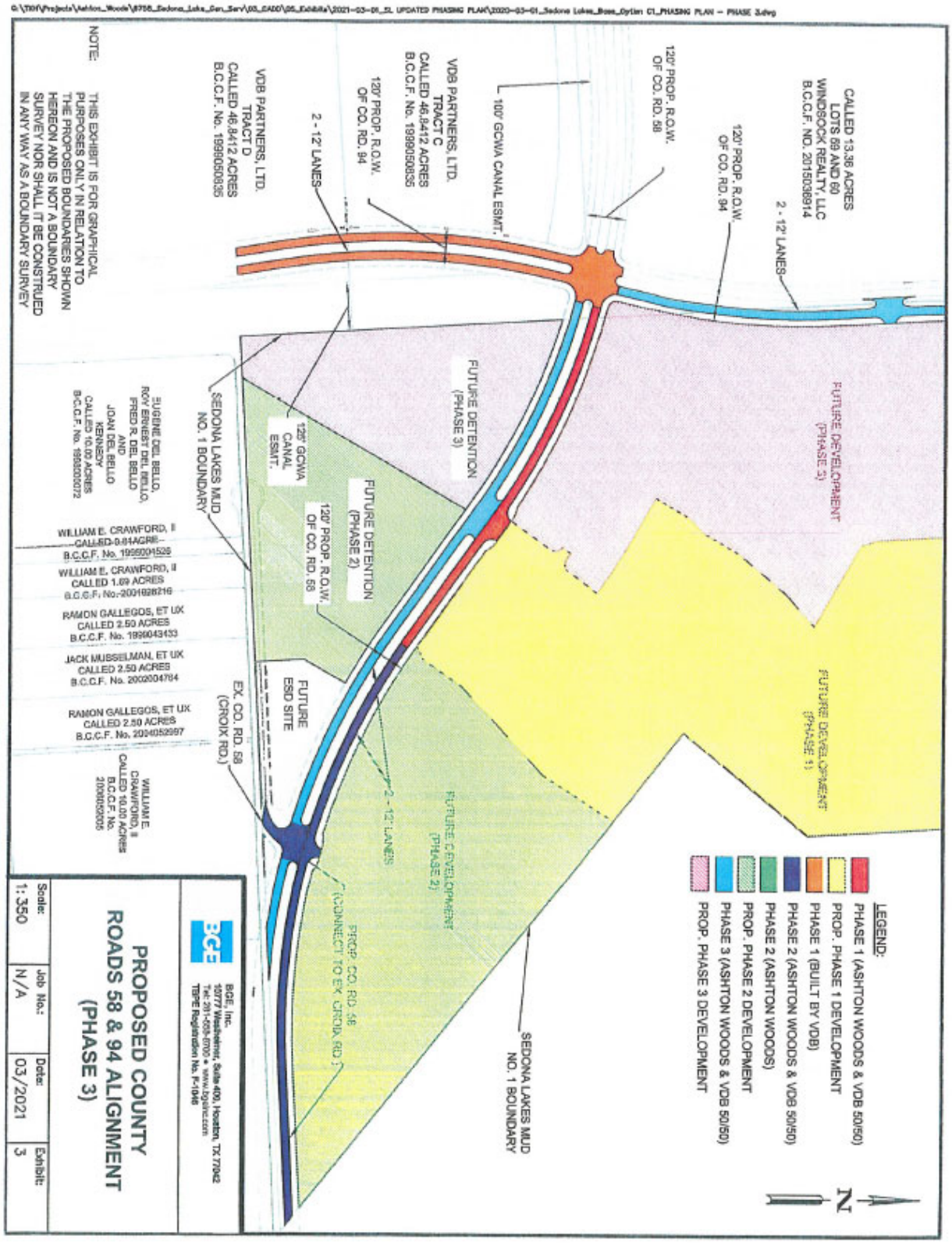
This description prepared from a survey and plat prepared by the undersigned dated November 30, 2006.

Gary D. Nutter
Registered Professional Land Surveyor
Texas Registration No. 5859
LJA Engineering & Surveying, Inc.

STATE OF TEXAS
REGISTERED
GARY D. NUTTER
5859
PROFESSIONAL
LAND SURVEYOR

Exhibit B

Manvel Parkway Road Alignment



DM-#8086896.5

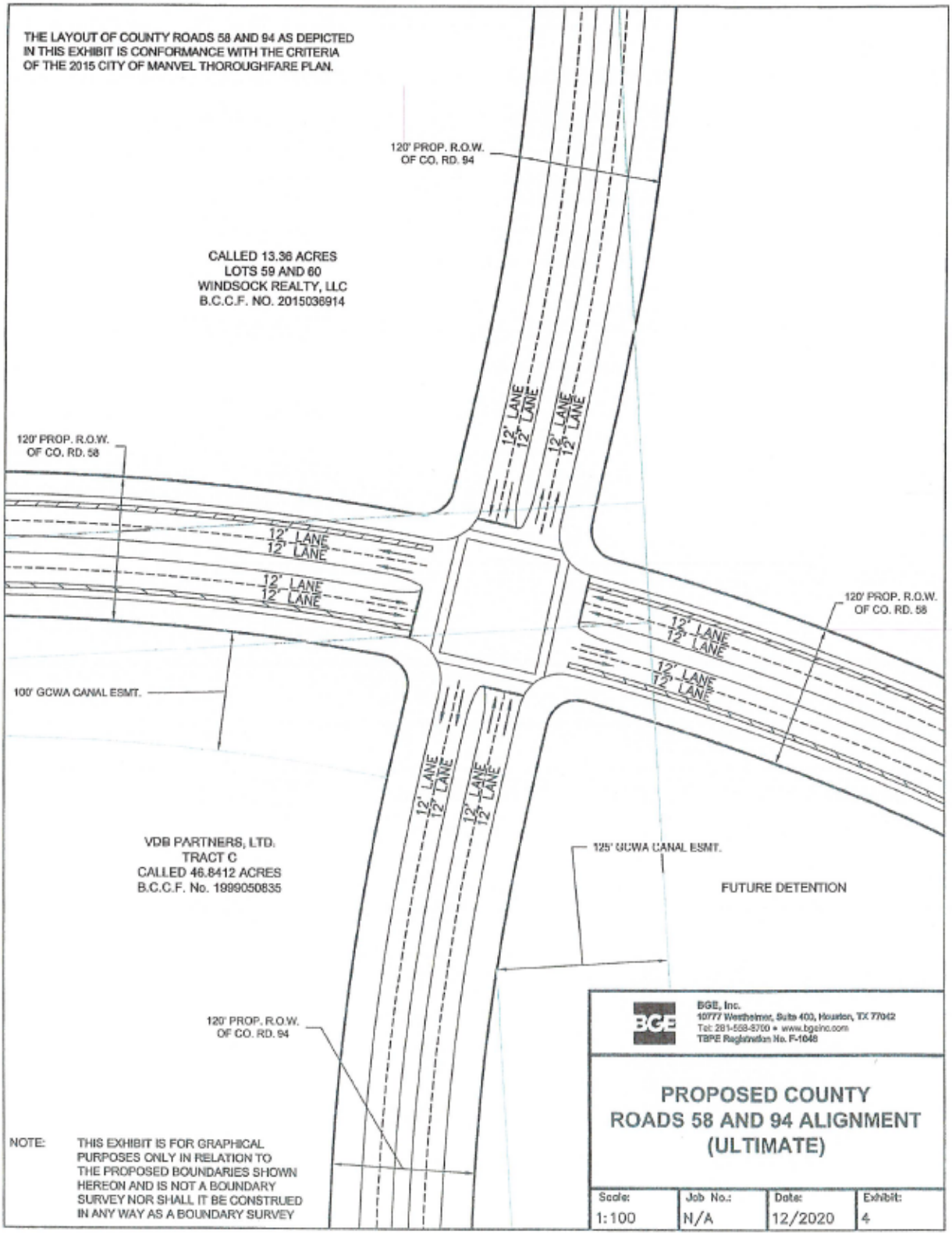

THE LAYOUT OF COUNTY ROADS 58 AND 94 AS DEPICTED IN THIS EXHIBIT IS CONFORMANCE WITH THE CRITERIA OF THE 2015 CITY OF MANVEL THOROUGHFARE PLAN.
120' PROP. R.O.W. OF CO. RD. 94
CALLED 13.36 ACRES
LOTS 59 AND 60
WINDSOCK REALTY, LLC
B.C.C.F. NO. 2015036914
120' PROP. R.O.W. OF CO. RD. 58
12' LANE
12' LANE
100' GCWA CANAL ESMT.
VDB PARTNERS, LTD.
TRACT C
CALLED 46.8412 ACRES
B.C.C.F. No. 1999050835
125' GCWA CANAL ESMT.
FUTURE DETENTION
120' PROP. R.O.W. OF CO. RD. 94
NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY
BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
PROPOSED COUNTY ROADS 58 AND 94 ALIGNMENT (ULTIMATE)
Scale: 1:100
Job No.: N/A
Date: 12/2020
Exhibit: 4

Exhibit C

Canal Project

For the Canal Project, VDB's scope of work will include the following elements:

- VDB will relocate the levees located on Lateral 10 in the northeast corner of the VDB Tract to accommodate the installation by VDB of a dual 8 ft. x 8 ft. box culvert crossing, headwalls and other appurtenances, as depicted on the illustration on the following page, to accommodate the crossing of Manvel Parkway (South) and the Manvel Parkway/County Road 58 intersection over Lateral 10 pursuant to the Manvel Parkway Road Alignment, as depicted in Exhibit B, and the crossing design in the Plans approved by GCWA.

- The crossing design for the Canal Project will maintain a 100 ft. width of Lateral 10 west of the crossing and a 125 ft. width of Lateral 10 on the south side of the crossing.

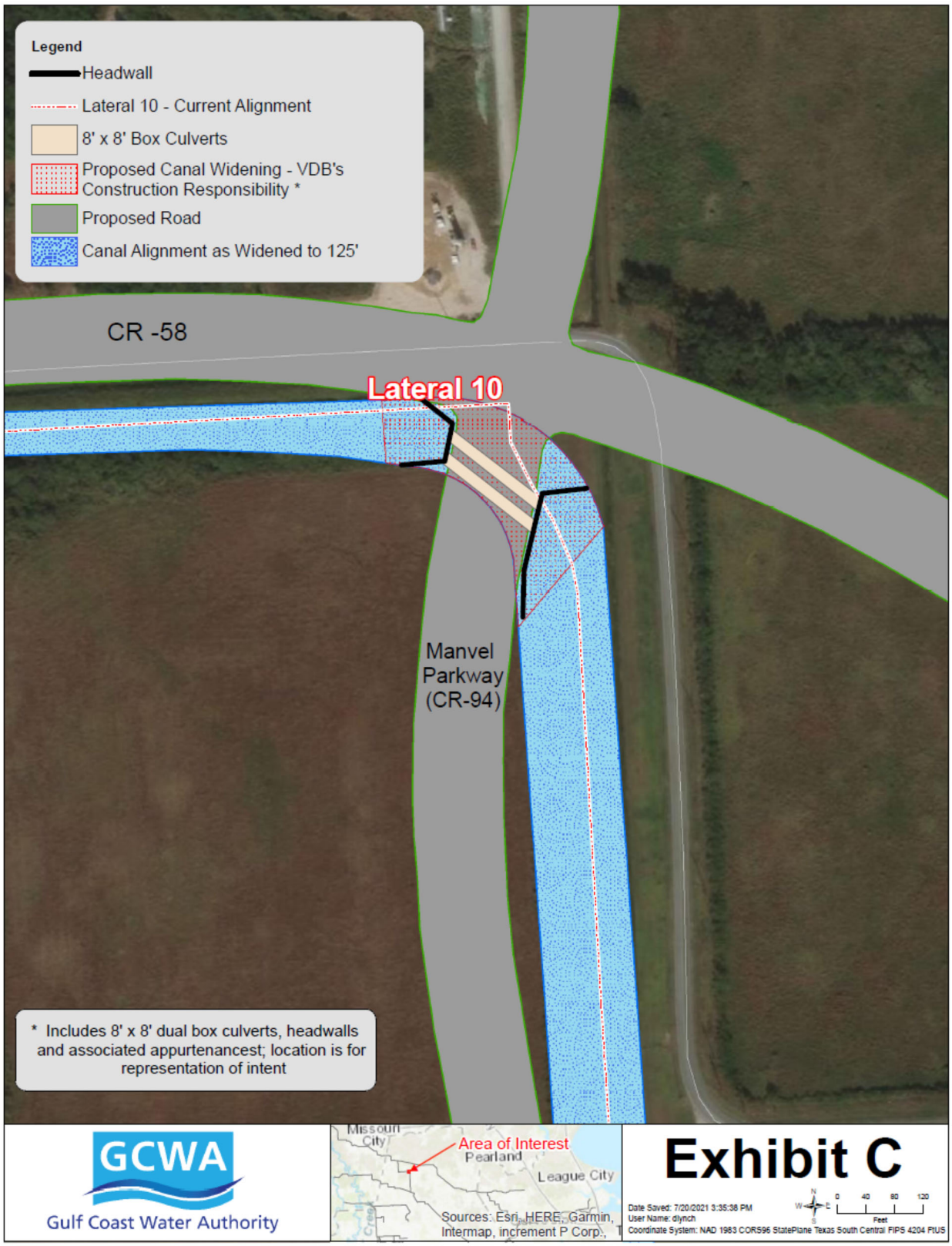
- VDB will maintain the 125 ft. width of Lateral 10 south from the discharge side headwall a transition distance of 125 yards before transitioning back to the existing levees for Lateral 10.

The Canal Project will include such adjustments or realignments that GCWA, during its review of the Plans pursuant to Section 1(b) of the Agreement, may deem necessary to facilitate the design and installation of the crossing of Manvel Parkway (South) and the Manvel Parkway/County Road 58 intersection over Lateral 10.

VDB will coordinate and schedule the timing of the Canal Project (and any phases thereof) with GCWA prior to commencing construction of the Canal Project.

Exhibit C

Canal Project



DM-#8086896.5

Exhibit D

Property

VDB DEVELOPMENT
4.396 ACRES
GCWA

JULY 29, 2021
JOB NO.7820-00

DESCRIPTION OF A 4.396 ACRE TRACT OF LAND SITUATED
IN THE A.C.H. & B. R.R. CO. SURVEY, SECTION 90, ABSTRACT NO. 459
BRAZORIA COUNTY, TEXAS

BEING a 4.396 acre (191,509 square feet) tract of land situated in the A.C.H. & B. R.R. Co. Survey, Section 90, Abstract No. 459 of Brazoria County, Texas and being all of a called 60 feet wide drainage easement as recorded under Volume (Vol.) 638, Page (Pg.) 127 of the Brazoria County Deed Records (B.C.D.R.) and all of a called 3.448 acre (70 feet wide) drainage canal to Galveston County Water Authority recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 1988026657, said canal easements being out of a called 16.6700 acre tract (Tract C) and a called 46.8412 acre tract (Tract D) of land as described in an instrument to VDB Partners, Ltd. recorded under Brazoria County Clerk's File Numbers (B.C.C.F. No.) 1999050834 and 1999050835, said 4.396 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the east line of said 46.8412 acre tract and said 16.6700 acre tract as cited herein:

COMMENCING at a 1/2-inch iron pipe with cap stamped "BGE INC" found for the northeast corner of said 16.6700 acre tract, lying in the centerline of County Road 83 (40 feet wide) as recorded under Vol. 2 Pgs. 91 and 98 of the B.C.D.R., said point being the centerline intersection of said County Road 83 and the south right-of-way line of County Road 58 (60 feet wide);

THENCE, S 03°17'52" E, along and with said centerline of County Road 83, same being the east line of said 16.6700 acre tract, a distance of 100.02 feet to a point, said point lying on the south line of a called 6.11 acre drainage easement to Brazos Valley Irrigation Company recorded under Vol. 484, Pg. 84 of the B.C.D.R. and under B.C.C.F. No. 1996024548;

THENCE, S 86°38'49" W, over and across said 16.6700 acre tract and along and with said south line, a distance of 20.00 feet to the northeast corner and **POINT OF BEGINNING** of the herein described tract, said point lying on the west right-of-way line of said County Road 83, same being the east line of said 60 feet wide drainage easement;

THENCE, S 03°17'52" E, along and with said west right-of-way line, over and across said 16.6700 acre tract and said 46.8412 acre tract, a distance of 2,833.72 feet to the southeast corner of the herein described tract and said 3.448 acre drainage easement, said point lying on the south line of said 46.8412 acre tract, same being the north line of a called 76.692 acre tract as described in an instrument to 288 Associates, L.P. recorded under B.C.C.F. No. 2019016556;

THENCE, S 86°42'47" W, along and with the south line of said 46.8412 acre tract and said 3.448 acre drainage easement, same being the north line of said 76.692 acre tract, a distance of 70.00 feet to the southwest corner of the herein described tract and said 3.448 acre drainage easement;

THENCE, N 03°17'52" W, over and across said 46.8412 acre tract and said 16.6700 acre tract, along and with the west line of said 3.448 acre drainage easement, a distance of 2,148.72 feet to the northwest corner of said 3.448 acre drainage easement, lying on the common line of said 46.8412 acre tract and said 16.6700 acre tract;

THENCE, N 86°42'11" E, along and with said common line, a distance of 10.00 feet to an interior corner of the herein described tract and the southwest corner of said 60 feet wide drainage easement;

THENCE, N 03°17'52" W, over and across said 16.6700 acre tract, along and with the west line of said 60 feet wide drainage easement, a distance of 684.93 feet to the northwest corner of the herein described tract, lying on the south line of the aforementioned 6.11 acre drainage easement;

THENCE, N 86°38'49" E, continuing over and across said 16.6700 acre tract and along and with the south line of said 6.11 acre drainage easement, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 4.396 acres (191,509 square feet) of land.

The above description is not to be used for fee conveyance.

STATE OF TEXAS
REGISTERED
CHRIS JORDAN
6750
PROFESSIONAL
LAND SURVEYOR

7/21/21

Chris Jordan RPLS No. 6750
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

VDB DEVELOPMENT
3.735 ACRES
GCWA

JULY 29, 2021
JOB NO.7820-00

DESCRIPTION OF A 3.735 ACRE TRACT OF LAND SITUATED
IN THE A.C.H. & B. R.R. CO. SURVEY, SECTION 90, ABSTRACT NO. 459
BRAZORIA COUNTY, TEXAS

BEING a 3.735 acre (162,699 square feet) tract of land situated in the A.C.H. & B. R.R. Co. Survey, Section 90, Abstract No. 459 of Brazoria County, Texas and being out of a called 16.6700 acre tract (Tract C) and a called 46.8412 acre tract (Tract D) of land as described in an instrument to VDB Partners, Ltd. recorded under Brazoria County Clerk's File Numbers (B.C.C.F. No.) 1999050834 and 1999050835, said 3.735 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the east line of said 46.8412 acre tract and said 16.6700 acre tract as cited herein:

COMMENCING at a 1/2-inch iron pipe with cap stamped "BGE INC" found for the northeast corner of said 16.6700 acre tract, lying in the centerline of County Road 83 (40 feet wide) as recorded under Vol. 2 Pgs. 91 and 98 of the B.C.D.R., said point being the centerline intersection of said County Road 83 and the south right-of-way line of County Road 58 (60 feet wide);

THENCE, S 03°17'52" E, along and with said centerline of County Road 83, same being the east line of said 16.6700 acre tract, a distance of 100.02 feet to a point, said point lying on the south line of a called 6.11 acre drainage easement to Brazos Valley Irrigation Company recorded under Vol. 484, Pg. 84 of the B.C.D.R. and under B.C.C.F. No. 1996024548;

THENCE, S 86°38'49" W, over and across said 16.6700 acre tract and along and with said south line, a distance of 80.00 feet to the northeast corner and **POINT OF BEGINNING** of the herein described tract, said point lying on the west line of a 60 feet wide drainage easement as recorded under Volume 638 Page 127 of the Brazoria County Deed Records;

THENCE, S 03°17'52" E, along and with said west line of 60 feet wide drainage easement, over and across said 16.6700 acre tract, a distance of 684.93 feet to the southwest corner of said 60 feet wide drainage easement, lying on the common line of said 16.6700 acre tract and said 46.8412 acre tract;

THENCE, S 86°42'11" W, along and with said common line, a distance of 10.00 feet to an interior corner of the herein described tract, same being the northwest corner of a called 3.448 acre drainage canal easement to Galveston County Water Authority recorded under B.C.C.F. No. 1988026657;

THENCE, S 03°17'52" E, over and across said 46.8412 acre tract and along and with the west line of said 3.448 acre drainage easement, a distance of 2,148.72 feet to the southeast corner of the herein described tract and the southwest corner of said 3.448 acre drainage easement, said point lying on the south line of said 46.8412 acre tract, same being the north line of a called 76.692 acre tract as described in an instrument to 288 Associates, L.P. recorded under B.C.C.F. No. 201916556;

THENCE, S 86°42'47" W, along and with the common line of said 46.8412 acre tract and said 76.692 acre tract, a distance of 55.00 feet to the southwest corner of the herein described tract;

THENCE, N 03°17'52" W, over and across said 46.8412 acre tract and said 16.6700 acre tract, a distance of 2,833.60 feet to the northwest corner of the herein described tract, lying on the south line of the aforementioned 6.11 acre drainage easement;

THENCE, N 86°38'49" E, continuing over and across said 16.6700 acre tract and along and with said south line, a distance of 65.00 feet to the **POINT OF BEGINNING** and containing 3.735 acres (162,699 square feet) of land.

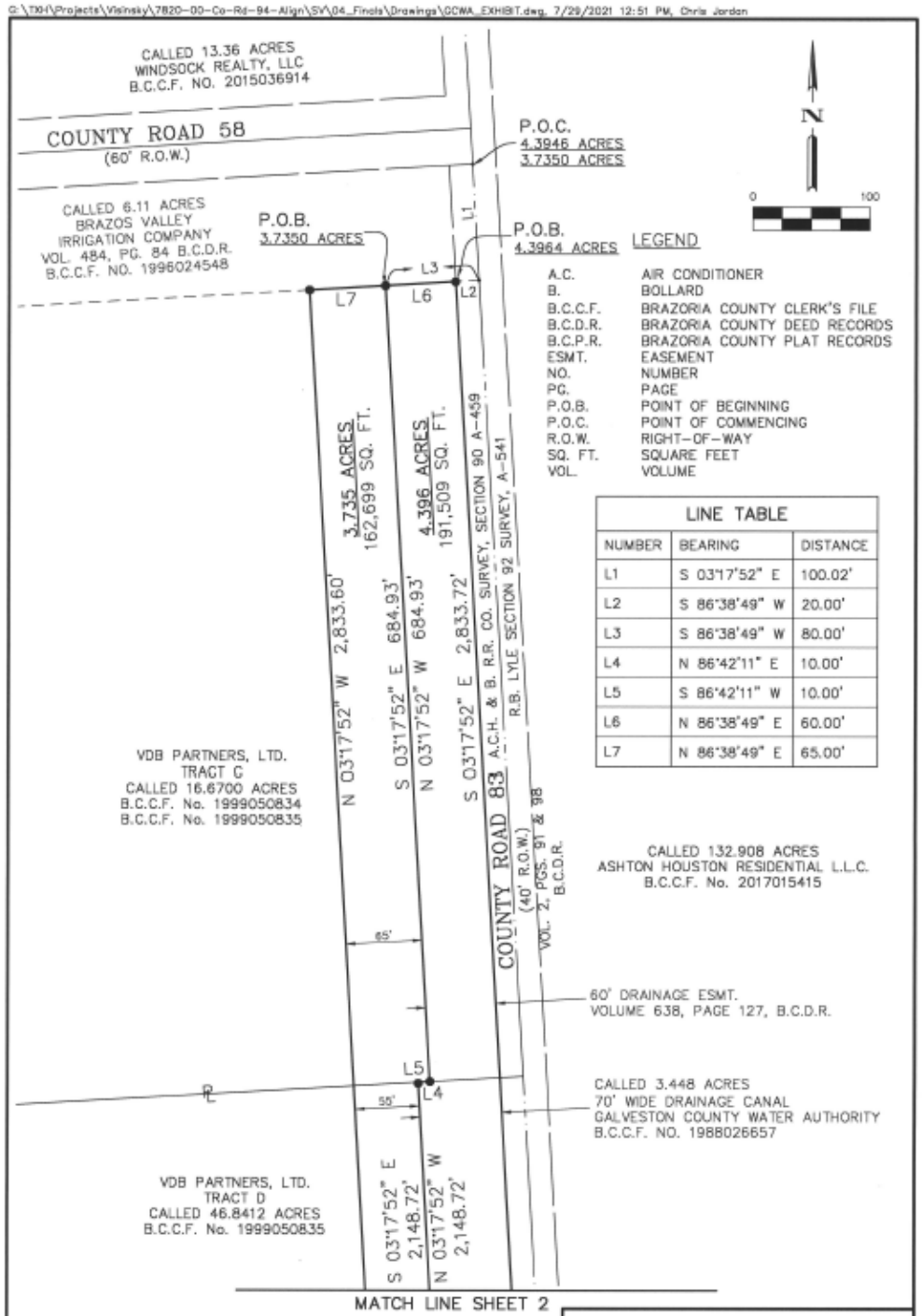
The above description is not to be used for fee conveyance.

STATE OF TEXAS
REGISTERED
CHRIS JORDAN
6750
PROFESSIONAL
LAND SURVEYOR

7/29/21

Chris Jordan RPLS No. 6750
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

G:\TXI-I\Projects\Visinsky\7820-00-Co-Rd-94-Align\SV\04_Finals\Drawings\CCWA_EXHIBIT.dwg, 7/29/2021 12:51 PM, Chris Jordan



LEGEND

A.C.	AIR CONDITIONER
B.	BOLLARD
B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
ESMT.	EASEMENT
NO.	NUMBER
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
VOL.	VOLUME

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 03°17'52" E	100.02'
L2	S 86°38'49" W	20.00'
L3	S 86°38'49" W	80.00'
L4	N 86°42'11" E	10.00'
L5	S 86°42'11" W	10.00'
L6	N 86°38'49" E	60.00'
L7	N 86°38'49" E	65.00'

NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED TRACTS SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

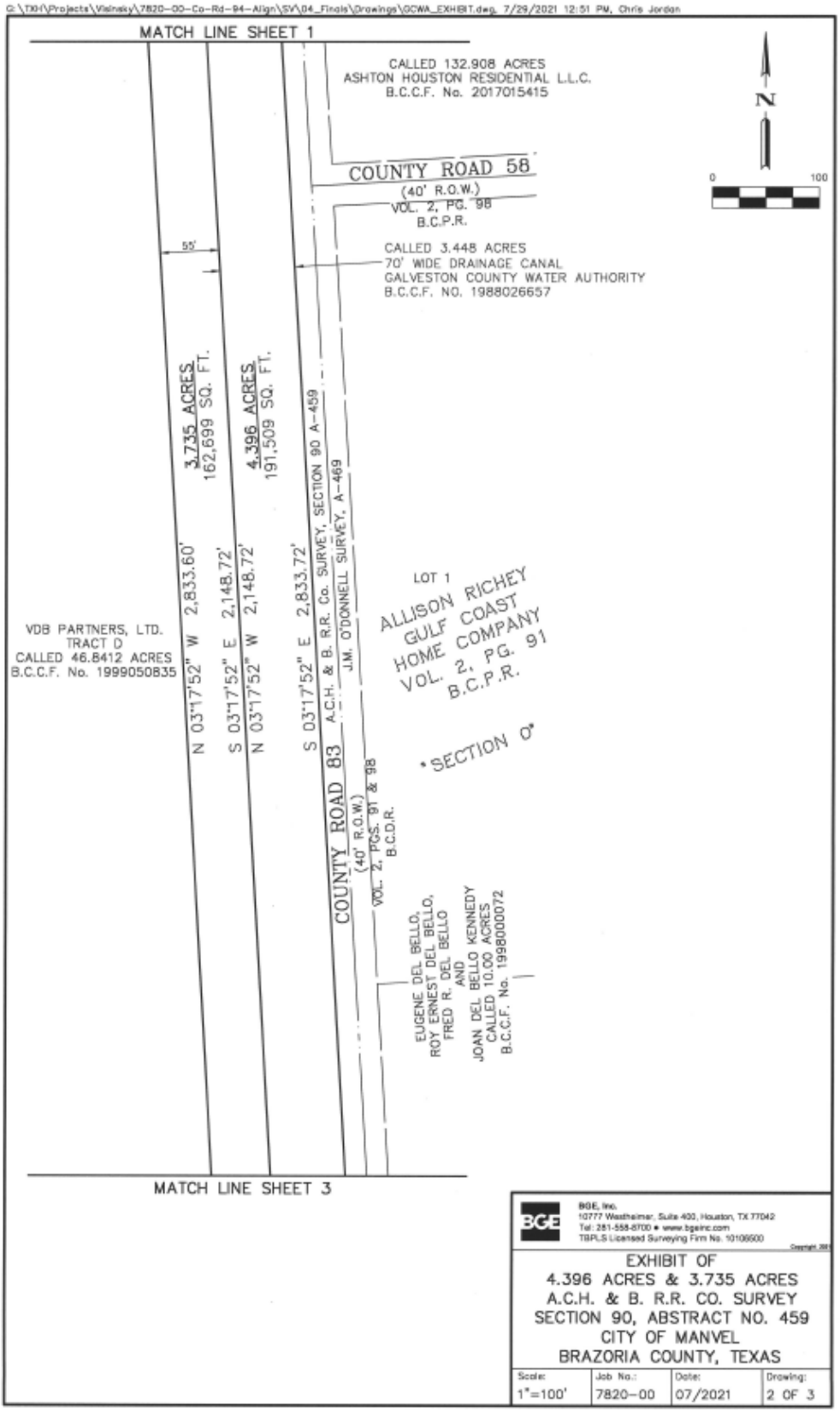
BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

EXHIBIT OF
4.396 ACRES & 3.735 ACRES
A.C.H. & B. R.R. CO. SURVEY
SECTION 90, ABSTRACT NO. 459
CITY OF MANVEL
BRAZORIA COUNTY, TEXAS

Scale:	Job No.:	Date:	Drawing:
1"=100'	7820-00	07/2021	1 OF 3

DM-#8086896.5

G:\TXI(\Projects\Visinsky\7820-00-Co-Rd-94-Align\SV\04_Finals\Drawings\OCWA_EXHIBIT.dwg, 7/29/2021 12:51 PM, Chris Jordan

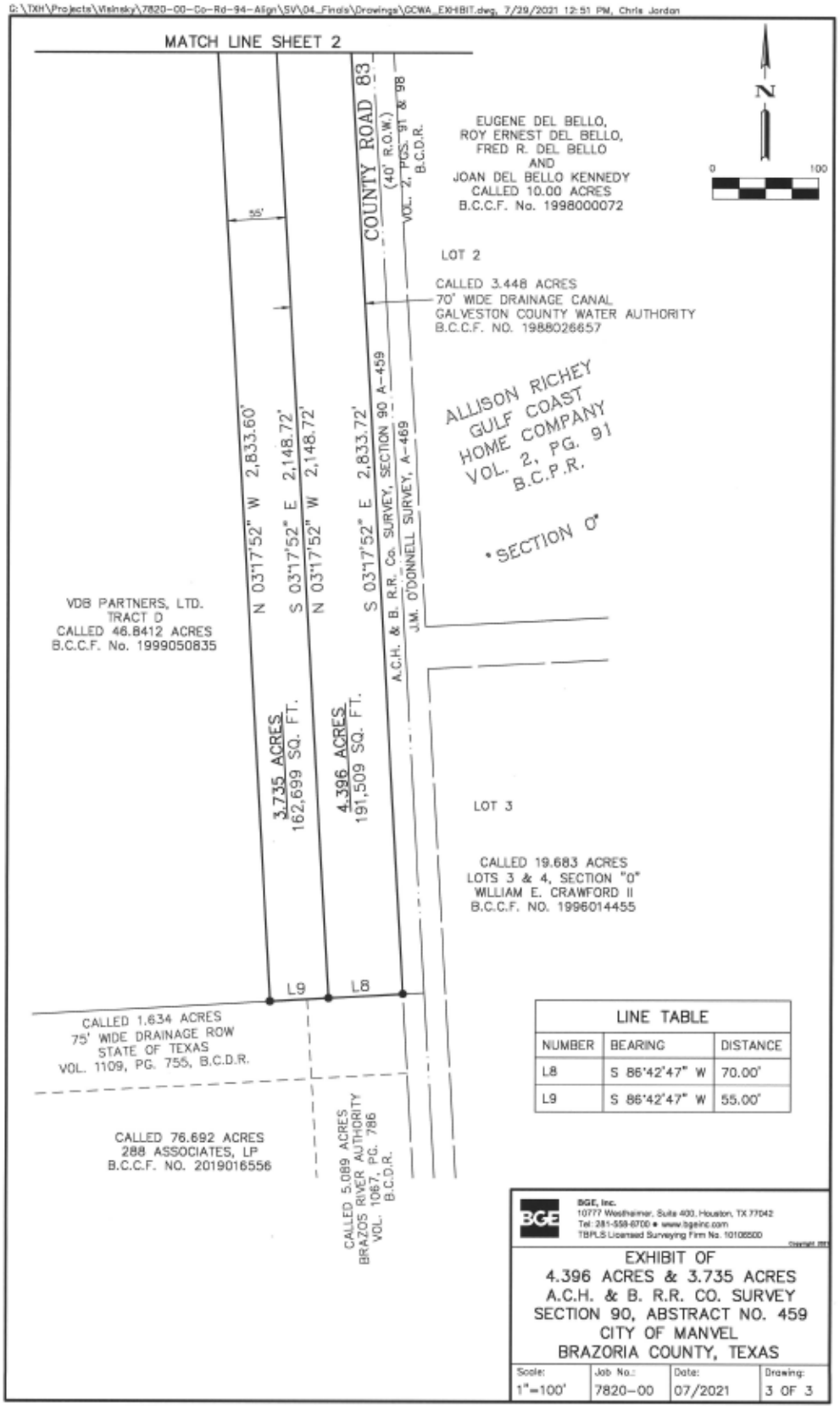


BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

EXHIBIT OF
4.396 ACRES & 3.735 ACRES
A.C.H. & B. R.R. CO. SURVEY
SECTION 90, ABSTRACT NO. 459
CITY OF MANVEL
BRAZORIA COUNTY, TEXAS

Scale:	Job No.:	Date:	Drawing:
1"=100'	7820-00	07/2021	2 OF 3

G:\TXH\Projects\Visinsky\7820-00-Co-Rd-94-Align\SV\04_Finals\Drawings\CCWA_EXHIBIT.dwg, 7/29/2021 12:51 PM, Chris Jordan



LINE TABLE		
NUMBER	BEARING	DISTANCE
L8	S 86°42'47" W	70.00'
L9	S 86°42'47" W	55.00'

Exhibit E

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

THAT VDB PARTNERS, LTD, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, AND CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto GULF COAST WATER AUTHORITY, a conservation and reclamation district of the State of Texas located in Brazoria, Fort Bend and Galveston Counties, Texas ("Grantee"), that certain tract or parcel of land in Harris County, Texas, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in **Exhibit B** attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "Permitted Encumbrances"), and to the following reservation:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor waives the right of ingress and egress to and from the surface of the Property, including for the purpose of exploring for or producing said oil, gas and other minerals. All future leases or conveyances of all or any part of the oil, gas and other minerals herein reserved by Grantor shall be subject to and burdened by the foregoing surface waiver provisions and automatically shall be construed to contain a contractual waiver by the lessee or grantee (as applicable) of the right to enter upon the surface of the Property, such that none of the minerals herein reserved by Grantor may be explored for or produced (either by themselves or in conjunction with any other undivided interest in the mineral estate underlying or appurtenant to the Property) by drilling or any other activities conducted on the Property. The foregoing provision shall be a covenant running with the Property binding upon any party owning an interest in any such reserved minerals and inuring to the benefit of, and directly enforceable by, all future owners of all or any part of the surface estate of the Property. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land

other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property, the Grantee's operations on the Property or the Grantee's full use and enjoyment of the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, subject only to the Permitted Encumbrances and the reservation set forth herein, and Grantor does hereby bind the Grantor and the Grantor's heirs, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee's address is: 3630 FM 1765, Texas City, Texas 77591.

EXECUTED to be effective as of the ___ day of _____, ____.

GRANTOR:

VDB PARTNERS, LTD, a Texas limited partnership

By: VDB Management Company, LLC, its General Partner

By:_____
Name: William C. Visinsky
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, ____, by William C. Visinsky, the Vice President of VDB Management Company, LLC, a Texas limited liability company, the General Partner of VDB Partners, LTD, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

_____
Signature of Notary Public
State of Texas

Exhibit A

Property

[legal description to be inserted]

Exhibit B

Permitted Encumbrances

[to be inserted]

City of Manvel

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

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

AGENDA REQUEST

REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

Planning, Development & Zoning	☐	City Council	☐	Both	x

Date of Request: March 14, 2022 PDZ & March 21, 2022 City Council

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

Person to Speak: Jared Bowlin or Brad Sweitzer

Daytime Phone: 713-784-4500 Fax Number: 713-784-4577

E-mail Address: jbowlin@ehrainc.com or bsweitzer@ehrainc.com

Description of Request and Physical Address:

Consideration and possible action to approve and forward with recommendation to City Council, Final Plat for Meridiana Section 53, being a subdivision of 14.86 acres out of the Oliver Hall Survey, Abstract 203, City of Manvel, Brazoria County, Texas.

Plats:
Preliminary _____
Final x

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

Jessica Rodriguez Digitally signed by Jessica Rodriguez Date: 2022.03.08 14:27:30 -06'00'

SIGNATURE

March 8, 2022

DATE

Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Planning, Development and Zoning Commission Plat Report

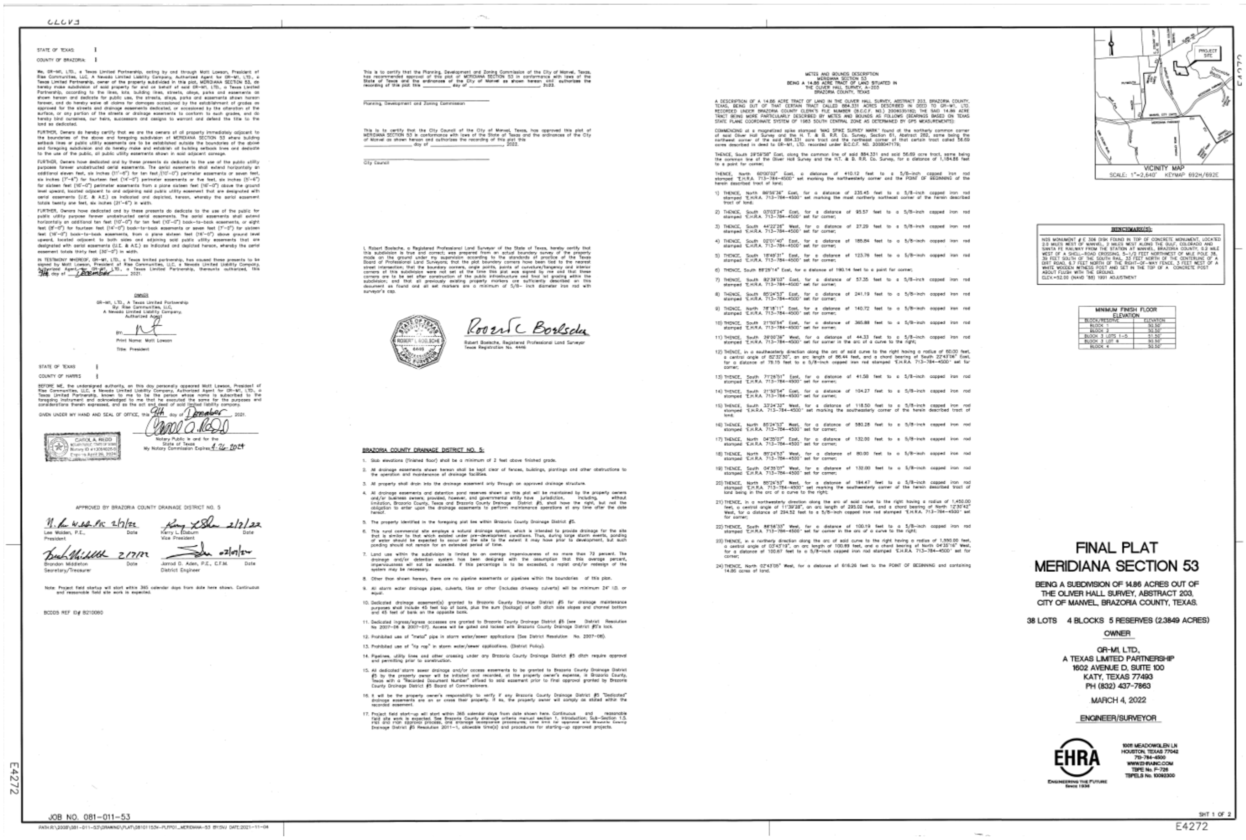
Plat Name	Meridiana Section 53 Final Plat
Applicant	Lacey Bell, EHRA, Inc.
PD&Z Meeting Date	March 14, 2022
Recommendation	Approval with One Condition
Submitted By	Jessica Rodriguez, Director of Development Services

Staff Recommendation

Staff recommends approval with one condition for the Meridiana Section 53 Final Plat. The condition is:

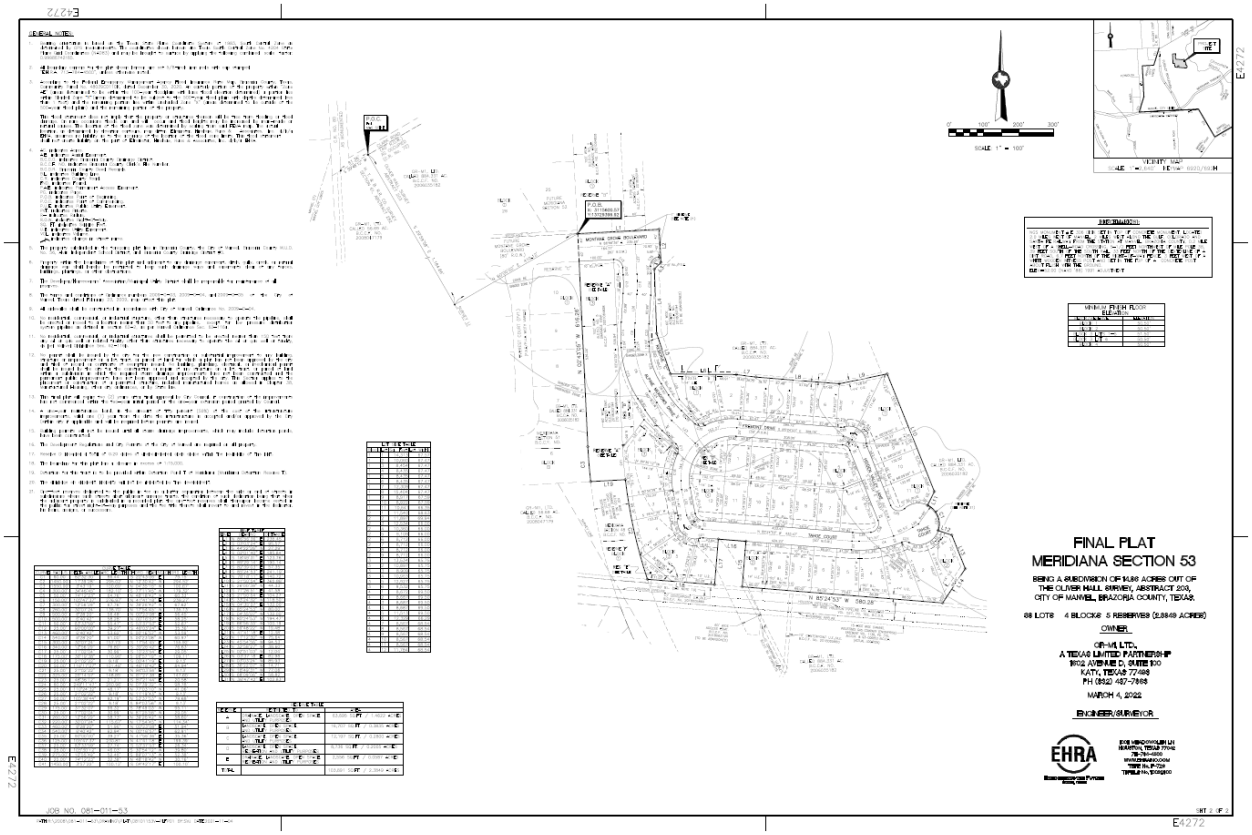
1. Label the recorded Brazoria County MUD No. 56 Wastewater Treatment Plant Final Plat (Section 62-41 (b) (12)).

<u>Plat Exhibit</u>



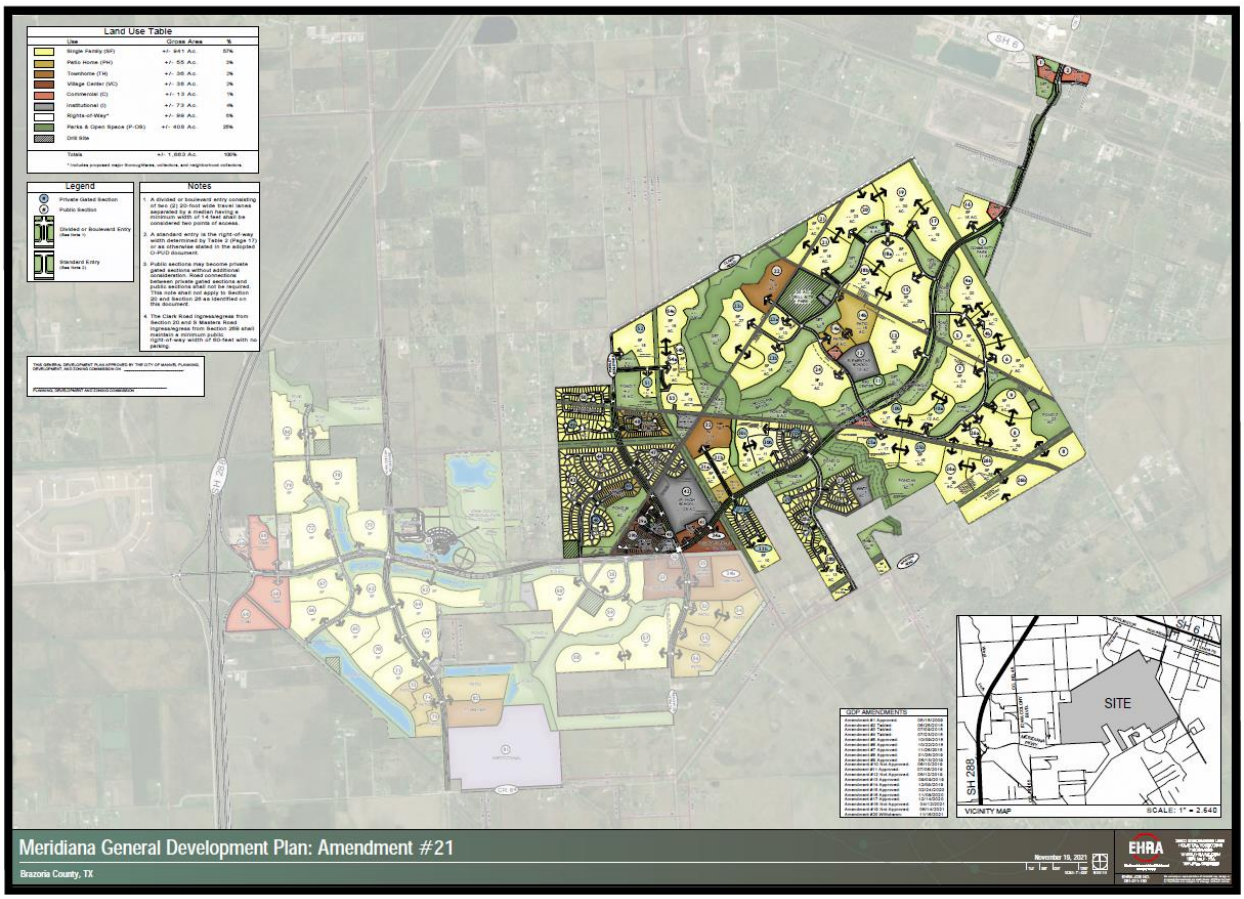
Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Plat Exhibit



Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Meridiana General Development Plan Amendment No. 21 (dated November 19, 2021)



STATE OF TEXAS: §

COUNTY OF BRAZORIA: §

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, MERIDIANA SECTION 53, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, Owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of MERIDIANA SECTION 53 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'-6") for ten feet (10'-0") perimeter easements or seven feet, six inches (7'-6") for fourteen feet (14'-0") perimeter easements or five feet, six inches (5'-6") for sixteen feet (16'-0") perimeter easements from a plane sixteen feet (16'-0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'-6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'-0") for ten feet (10'-0") back-to-back easements, or eight feet (8'-0") for fourteen feet (14'-0") back-to-back easements or seven feet (7'-0") for sixteen feet (16'-0") back-to-back easements, from a plane sixteen feet (16'-0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'-0") in width.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized, this 9th day of December, 2021.

OWNER

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

BY: _____

Print Name: Matt Lawson

Title: President

STATE OF TEXAS §

COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of December, 2021.

CAROL A. REDD
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #13064028-9
Expires April 26, 2024

Notary Public in and for the
State of Texas
My Notary Commission Expires 4-26-2024

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., President — Date 2/7/22	Kerry L. Osburn, Vice President — Date 2/7/22
Brandon Middleton, Secretary/Treasurer — Date 2/7/22	Jarrod D. Aden, P.E., C.F.M., District Engineer — Date 02/07/22

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD5 REF ID# B210060

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this plat of MERIDIANA SECTION 53 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2U22.

_____
Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of MERIDIANA SECTION 53 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

_____
City Council

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

STATE OF TEXAS
REGISTERED
ROBERT L. BOELSCHE
4446
PROFESSIONAL LAND SURVEYOR

Robert L Boelsche

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

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.
9. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
13. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

METES AND BOUNDS DESCRIPTION
MERIDIANA SECTION 53
BEING A 14.86 ACRE TRACT OF LAND SITUATED IN
THE OLIVER HALL SURVEY, A-203
BRAZORIA COUNTY, TEXAS

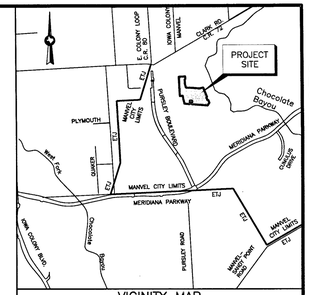
A DESCRIPTION OF A 14.86 ACRE TRACT OF LAND IN THE OLIVER HALL SURVEY, ABSTRACT 203, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT CALLED 884.331 ACRES DESCRIBED IN DEED TO GR-M1, LTD. RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2006035182; THE SAID 14.86 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a magnetized spike stamped "MAG SPIKE SURVEY MARK" found at the northerly common corner of said Oliver Hall Survey and the H. T. & B. R.R. Co. Survey, Section 61, Abstract 282, same being the northwest corner of the said 884.331 acre tract and the northeast corner of that certain tract called 56.69 acres described in deed to GR-M1, LTD. recorded under B.C.C.F. NO. 2008047179;

THENCE, South 29°59'58" East, along the common line of said 884.331 and said 56.69 acre tract, same being the common line of the Oliver Hall Survey and the H.T. & B. R.R. Co. Survey, for a distance of 1,184.86 feet to a point for corner;

THENCE, North 60°00'02" East, a distance of 410.12 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northwesterly corner and the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, North 86°56'36" East, for a distance of 235.45 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the most northerly northeast corner of the herein described tract of land;
2) THENCE, South 03°03'24" East, for a distance of 95.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
3) THENCE, South 44°22'26" West, for a distance of 27.29 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
4) THENCE, South 02°01'40" East, for a distance of 185.84 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
5) THENCE, South 18°49'31" East, for a distance of 123.76 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
6) THENCE, South 89°29'14" East, for a distance of 190.14 feet to a point for corner;
7) THENCE, South 82°39'03" East, for a distance of 57.35 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
8) THENCE, South 85°24'53" East, for a distance of 241.19 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
9) THENCE, North 78°18'11" East, for a distance of 140.72 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
10) THENCE, South 21°50'54" East, for a distance of 365.88 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
11) THENCE, South 26°00'39" West, for a distance of 44.33 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a curve to the right;
12) THENCE, in a southeasterly direction along the arc of said curve to the right having a radius of 60.00 feet, a central angle of 82°32'30", an arc length of 86.44 feet, and a chord bearing of South 22°43'06" East, for a distance of 79.15 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
13) THENCE, South 71°26'51" East, for a distance of 41.58 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
14) THENCE, South 21°50'54" East, for a distance of 104.27 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
15) THENCE, South 33°24'32" West, for a distance of 118.50 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southeasterly corner of the herein described tract of land;
16) THENCE, North 85°24'53" West, for a distance of 580.28 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
17) THENCE, North 04°35'07" East, for a distance of 132.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
18) THENCE, North 85°24'53" West, for a distance of 80.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
19) THENCE, South 04°35'07" West, for a distance of 132.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
20) THENCE, North 85°24'53" West, for a distance of 194.47 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner of the herein described tract of land being in the arc of a curve to the right;
21) THENCE, in a northwesterly direction along the arc of said curve to the right having a radius of 1,450.00 feet, a central angle of 11°39'28", an arc length of 295.02 feet, and a chord bearing of North 12°30'42" West, for a distance of 294.52 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
22) THENCE, South 86°56'33" West, for a distance of 100.19 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a curve to the right;
23) THENCE, in a northerly direction along the arc of said curve to the right having a radius of 1,550.00 feet, a central angle of 03°43'19", an arc length of 100.69 feet, and a chord bearing of North 04°35'16" West, for a distance of 100.67 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
24) THENCE, North 02°43'05" West, for a distance of 616.26 feet to the POINT OF BEGINNING and containing 14.86 acres of land.



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692H/692E

BENCHMARK(S):

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

MINIMUM FINISH FLOOR ELEVATION

BLOCK/RESERVE	ELEVATION
BLOCK 1	50.50'
BLOCK 2	50.50'
BLOCK 3 LOTS 1-5	51.50'
BLOCK 3 LOT 6	50.50'
BLOCK 4	50.50'

FINAL PLAT
MERIDIANA SECTION 53

BEING A SUBDIVISION OF 14.86 ACRES OUT OF THE OLIVER HALL SURVEY, ABSTRACT 203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

38 LOTS 4 BLOCKS 5 RESERVES (2.3849 ACRES)

OWNER

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

MARCH 4, 2022

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE
SINCE 1936

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

JOB NO. 081-011-53

SHT 1 OF 2

PATH:R:\2008\081-011-53\DRAWING\PLAT\08101153V-PLFP01_MERIDIANA-53 BY:SVJ DATE:2021-11-04

E4272

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986742185.

2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods with cap stamped "E.H.R.A. 713-784-4500", unless otherwise noted.

3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020. An easterly portion of the property within "Zone AE" (areas determined to be within the 100-year floodplain with base flood elevation determined) a portion lies within Shaded Zone "X" (areas determined to be subject to the 500-year flood plain with depths determined less than 1 foot) and the remaining portion lies within Unshaded Zone "X" (areas determined to be outside of the 500-year flood plain) and the remaining portion of the property.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

4. AC. indicates Acres.
   A.E. indicates Aerial Easement.
   B.C.C.D. indicates Brazoria County Drainage District.
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number.
   B.C.D.R. Brazoria County Deed Records.
   B.L. indicates Building Line.
   C.R indicates County Road.
   FND. indicates Found.
   P.A.E. indicates Permanent Access Easement.
   PG. indicates Page.
   P.O.B. indicates Point of Beginning.
   P.O.C. indicates Point of Commencing.
   P.U.E. indicates Public Utility Easement.
   PVT. indicates Private.
   R= indicates Radius.
   R.O.W. indicates Right-Of-Way.
   SQ. FT. indicates Square Feet.
   U.E. indicates Utility Easement.
   VOL. indicates Volume.
   ⚡ indicates change in street name.

5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 56, Alvin Independent School District, and Brazoria County Drainage District #5.

6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of any fences, buildings, plantings, or other obstructions.

7. The Developer/Homeowners' Association/Municipal Utility District shall be responsible for maintenance of all reserves.

8. The terms and conditions of Ordinance numbers 2009-0-03, 2009-0-04, and 2009-0-05 of the City of Manvel, Texas dated February 23, 2009, may affect this plat.

9. All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009-0-04.

10. No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116a.

11. No residential, commercial, or industrial structures shall be permitted to be erected nearer than 150 feet from any oil or gas well or related facility other than structures necessary to operate the oil or gas well or facility, as per Manvel Ordinance Sec. 62-116b.

12. No permit shall be issued by the city for the new construction or substantial improvement to any building, structure or improvement on a lot, tract, or parcel of land for which a plat has not been approved by the city and filed of record or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by the city for the construction or repair of any structure on a lot, tract, or parcel of land within a subdivision in which the required storm drainage improvements have not been constructed and the permanent public improvements have not been approved and accepted by the city. This Section applies to the placement or construction of a permitted structure, included manufactured homes as allowed in Chapter 38, Manufactured Housing, other city ordinances, or by State law.

13. This final plat will expire two (2) years after final approval by City Council, if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by Council.

14. A one-year maintenance bond, in the amount of fifty percent (50%) of the cost of the infrastructure improvements, valid one (1) year from the date the infrastructure is accepted and/or approved by the City (within city if applicable and will be required before permits are issued.

15. Building permits will not be issued until all storm drainage improvements, which may include detention ponds, have been constructed.

16. The Development Regulations and City Permits of the City of Manvel are required on all property.

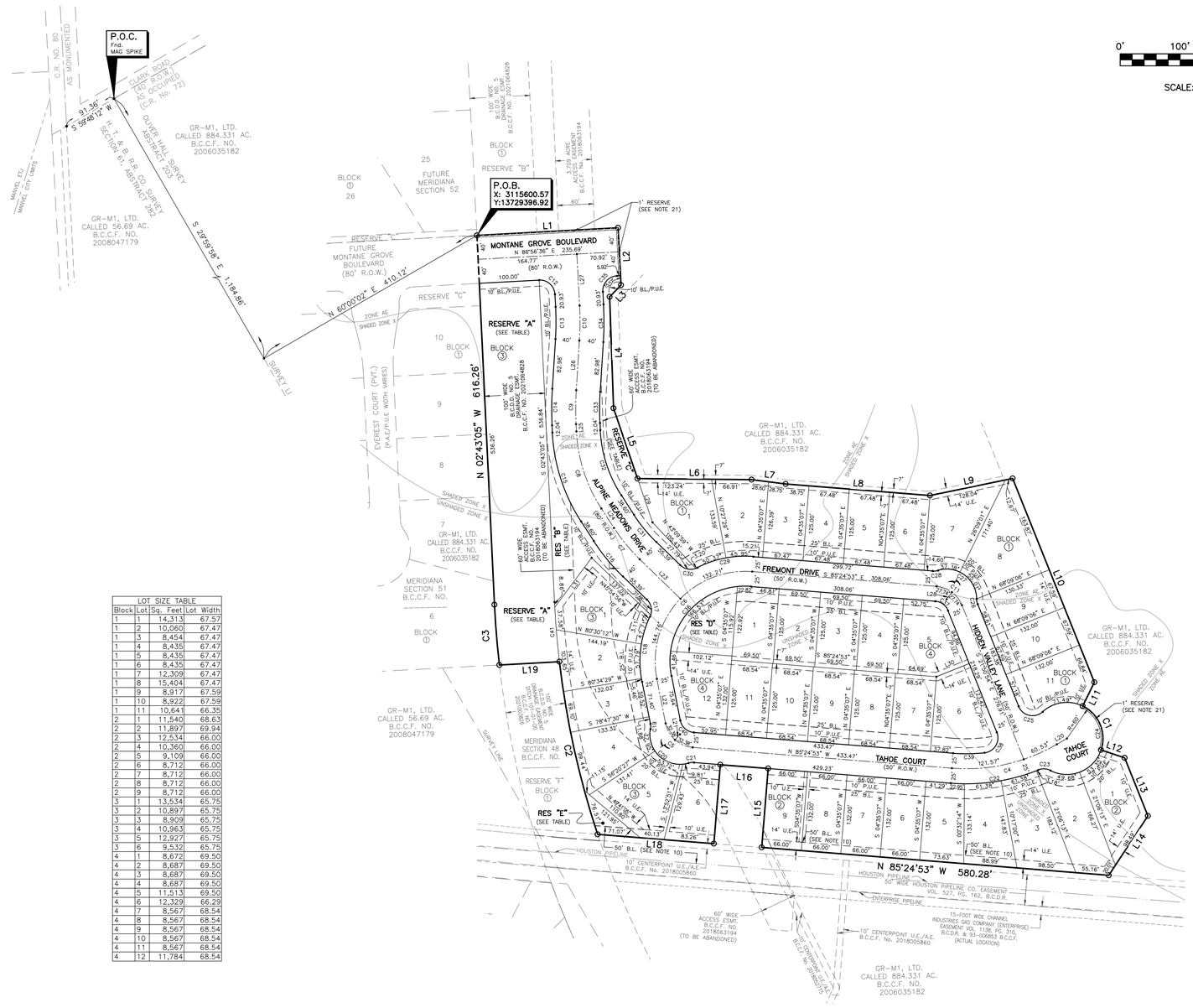
17. Reserve D provided a total of 0.20 acres of unencumbered open space within the boundary of this plat.

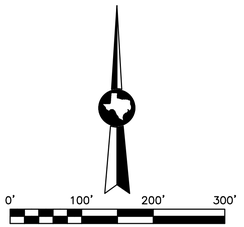
18. The boundary for this plat has a closure in excess of 1:15,000.

19. Detention for this tract is to be provided within Detention Pond T of Meridiana (Meridiana Detention Reserve T).

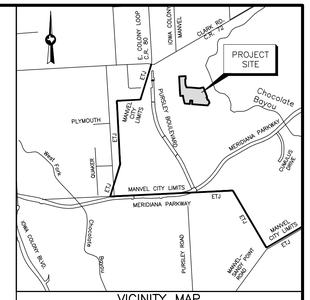
20. The drainage on adjacent property will not be impacted by this development.

21. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.





SCALE: 1" = 100'



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692D/692H

BENCHMARK(S):

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

MINIMUM FINISH FLOOR ELEVATION

BLOCK/RESERVE	ELEVATION
BLOCK 1	50.50'
BLOCK 2	50.50'
BLOCK 3 LOTS 1-5	51.50'
BLOCK 3 LOT 6	50.50'
BLOCK 4	50.50'

LOT SIZE TABLE			
Block	Lot	Sq. Feet	Lot Width
1	1	14,313	67.57
1	2	10,060	67.47
1	3	8,454	67.47
1	4	8,435	67.47
1	5	8,435	67.47
1	6	8,435	67.47
1	7	12,309	67.47
1	8	15,404	67.47
1	9	8,917	67.59
1	10	8,922	67.59
1	11	10,641	66.35
2	1	11,540	68.63
2	2	11,897	69.94
2	3	12,534	66.00
2	4	10,360	66.00
2	5	9,109	66.00
2	6	8,712	66.00
2	7	8,712	66.00
2	8	8,712	66.00
2	9	8,712	66.00
3	1	13,534	65.75
3	2	10,897	65.75
3	3	8,909	65.75
3	4	10,963	65.75
3	5	12,927	65.75
3	6	9,532	65.75
4	1	8,672	69.50
4	2	8,687	69.50
4	3	8,687	69.50
4	4	8,687	69.50
4	5	11,513	69.50
4	6	12,329	66.29
4	7	8,567	68.54
4	8	8,567	68.54
4	9	8,567	68.54
4	10	8,567	68.54
4	11	8,567	68.54
4	12	11,784	68.54

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 86°56'36" E	235.45'
L2	S 03°03'24" E	95.57'
L3	S 44°22'26" W	27.29'
L4	S 02°01'40" E	185.84'
L5	S 18°49'31" E	123.76'
L6	S 89°29'14" E	190.14'
L7	S 82°39'03" E	57.35'
L8	S 85°24'53" E	241.19'
L9	N 78°18'11" E	140.72'
L10	S 21°50'54" E	365.88'
L11	S 26°00'39" W	44.33'
L12	S 71°26'51" E	41.58'
L13	S 21°50'54" E	104.27'
L14	S 33°24'32" W	118.50'
L15	N 04°35'07" E	132.00'
L16	N 85°24'53" W	80.00'
L17	S 04°35'07" W	132.00'
L18	N 85°24'53" W	194.47'
L19	S 86°56'33" W	100.19'
L20	S 59°48'22" W	19.48'
L21	N 41°41'18" E	12.38'
L22	N 11°12'30" W	75.64'
L23	N 45°54'56" W	94.53'
L24	N 32°58'27" W	38.60'
L25	N 02°51'03" W	12.04'
L26	N 03°37'18" E	82.98'
L27	N 03°03'24" W	85.93'
L28	S 36°22'07" W	14.71'
L29	N 18°49'31" W	77.06'
L30	S 68°09'06" W	58.82'
L31	N 36°47'42" E	102.83'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD	LENGTH
C1	60.00'	82°32'30"	86.44'	S 22°43'06" E	79.15'	
C2	1450.00'	11°39'28"	295.02'	N 12°30'42" W	294.52'	
C3	1550.00'	3°43'19"	100.69'	N 04°35'16" W	100.67'	
C4	300.00'	34°46'45"	182.10'	S 77°11'45" W	179.32'	
C5	50.00'	74°12'23"	64.76'	N 48°18'42" W	60.33'	
C6	150.00'	105°47'37"	276.97'	N 41°41'18" E	239.27'	
C7	300.00'	12°56'29"	67.76'	N 39°26'42" W	67.62'	
C8	260.00'	30°07'24"	136.70'	N 17°54'45" W	135.13'	
C9	500.00'	6°28'20"	56.48'	N 00°23'08" E	56.45'	
C10	500.00'	6°40'42"	58.28'	N 00°16'57" E	58.25'	
C11	50.00'	63°33'59"	55.47'	S 53°37'53" E	52.67'	
C12	25.00'	90°00'00"	39.27'	S 48°03'24" E	35.36'	
C13	460.00'	6°40'42"	53.62'	S 00°16'57" W	53.59'	
C14	540.00'	6°28'20"	61.00'	S 00°23'08" W	60.97'	
C15	300.00'	30°07'24"	157.73'	S 17°54'45" E	155.92'	
C16	340.00'	12°56'29"	76.80'	S 39°26'42" E	76.63'	
C17	25.00'	71°02'04"	30.99'	S 10°23'54" E	29.05'	
C18	175.00'	36°19'38"	110.96'	S 06°57'19" W	109.11'	
C19	25.00'	21°02'22"	9.18'	N 00°41'19" E	9.13'	
C20	50.00'	116°17'07"	101.48'	S 48°18'42" E	84.94'	
C21	25.00'	21°02'22"	9.18'	N 84°03'56" E	9.13'	
C22	325.00'	26°14'57"	148.89'	N 81°27'38" E	147.60'	
C23	25.00'	48°36'12"	21.21'	S 87°21'44" E	20.58'	
C24	60.00'	249°11'47"	260.96'	N 07°39'32" W	98.78'	
C25	25.00'	110°24'32"	48.17'	N 77°03'10" W	41.06'	
C26	25.00'	21°02'22"	9.18'	N 11°19'43" W	9.13'	
C27	50.00'	105°38'44"	92.19'	N 53°37'53" W	79.68'	
C28	25.00'	21°02'22"	9.18'	S 84°03'56" W	9.13'	
C29	175.00'	31°32'07"	96.32'	S 78°49'03" W	95.11'	
C30	25.00'	71°02'04"	30.99'	N 81°25'58" W	29.05'	
C31	260.00'	12°56'29"	58.73'	N 39°26'42" W	58.60'	
C32	220.00'	30°07'24"	115.67'	N 17°54'45" W	114.34'	
C33	460.00'	6°28'20"	51.96'	N 00°23'08" E	51.94'	
C34	540.00'	6°40'42"	62.94'	N 00°16'57" E	62.91'	
C35	25.00'	90°00'00"	39.27'	N 41°56'36" E	35.36'	
C36	125.00'	105°47'37"	230.81'	N 41°41'18" E	199.39'	
C37	25.00'	63°33'59"	27.74'	S 53°37'53" E	26.34'	
C38	25.00'	105°30'12"	46.03'	S 30°54'12" W	39.80'	
C39	275.00'	10°55'49"	52.46'	S 89°07'13" W	52.38'	
C40	25.00'	74°12'23"	32.38'	N 48°18'42" W	30.16'	
C41	1450.00'	3°57'22"	100.12'	S 04°42'17" E	100.10'	

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	DRAINAGE, LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	63,695 SQ.FT. / 1.4622 ACRES
B	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	16,707 SQ.FT. / 0.3835 ACRES
C	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	12,197 SQ.FT. / 0.2800 ACRES
D	LANDSCAPE, OPEN SPACE, RECREATION AND UTILITY PURPOSES	8,736 SQ.FT. / 0.2005 ACRES
E	DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION AND UTILITY PURPOSES	2,556 SQ.FT. / 0.0587 ACRES
TOTAL		103,891 SQ.FT. / 2.3849 ACRES

FINAL PLAT
MERIDIANA SECTION 53

BEING A SUBDIVISION OF 14.86 ACRES OUT OF THE OLIVER HALL SURVEY, ABSTRACT 203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

38 LOTS 4 BLOCKS 5 RESERVES (2.3849 ACRES)

OWNER

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

MARCH 4, 2022

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

JOB NO. 081-011-53

SHT 2 OF 2

PATH:R:\2008\081-011-53\DRAWING\PLAT\08101153V-PLFP01 BY:SVJ DATE:2021-11-04

E4272

Land Use Table

Use	Gross Area	%
Single Family (SF)	+/- 941 Ac.	57%
Patio Home (PH)	+/- 55 Ac.	3%
Townhome (TH)	+/- 36 Ac.	2%
Village Center (VC)	+/- 38 Ac.	2%
Commercial (C)	+/- 13 Ac.	1%
Institutional (I)	+/- 73 Ac.	4%
Rights-of-Way*	+/- 99 Ac.	6%
Parks & Open Space (P-OS)	+/- 408 Ac.	25%
Drill Site		
Totals	+/- 1,663 Ac.	100%

* Includes proposed major thoroughfares, collectors, and neighborhood collectors.

Legend

- Private Gated Section
- Public Section
- Divided or Boulevard Entry (See Note 1)
- Standard Entry (See Note 2)

Notes

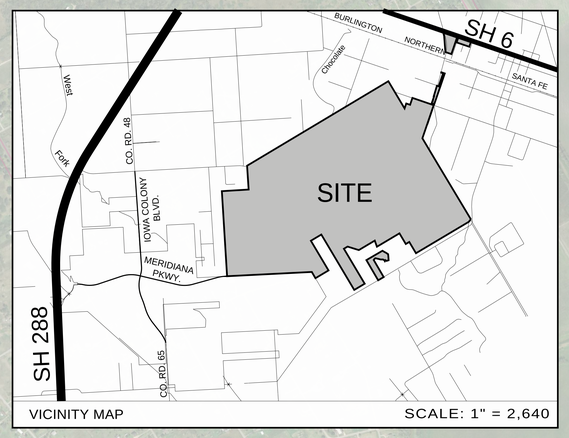
1. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 14 feet shall be considered two points of access.
2. A standard entry is the right-of-way width determined by Table 2 (Page 17) or as otherwise stated in the adopted O-PUD document.
3. Public sections may become private gated sections without additional consideration. Road connections between private gated sections and public sections shall not be required. This note shall not apply to Section 20 and Section 26 as identified on this document.
4. The Clark Road ingress/egress from Section 20 and S Masters Road ingress/egress from Section 26B shall maintain a minimum public right-of-way width of 60-feet with no parking.

THIS GENERAL DEVELOPMENT PLAN APPROVED BY THE CITY OF MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION ON _____.

_____
PLANNING, DEVELOPMENT AND ZONING COMMISSION

GDP AMENDMENTS

Amendment #1 Approved:	05/18/2009
Amendment #2 Tabled:	06/25/2018
Amendment #3 Tabled:	07/09/2018
Amendment #4 Tabled:	07/23/2018
Amendment #5 Approved:	10/09/2018
Amendment #6 Approved:	10/22/2018
Amendment #7 Approved:	11/26/2018
Amendment #8 Approved:	01/28/2019
Amendment #9 Approved:	05/13/2019
Amendment #10 Not Approved:	06/10/2019
Amendment #11 Approved:	07/08/2019
Amendment #12 Not Approved:	08/12/2019
Amendment #13 Approved:	09/09/2019
Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020
Amendment #17 Approved:	12/14/2020
Amendment #18 Not Approved:	04/12/2021
Amendment #19 Not Approved:	06/14/2021
Amendment #20 Withdrawn:	11/16/2021



VICINITY MAP SCALE: 1" = 2,640

Meridiana General Development Plan: Amendment #21

Brazoria County, TX

November 19, 2021

SCALE: 1"=600' 150' 300' 600' 1200' NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPLS No. 10092300

EHRA JOB NO. 081-011-150

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

City of Manvel

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

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

AGENDA REQUEST

REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

Planning, Development & Zoning	☐	City Council	☐	Both	x

Date of Request: March 14, 2022 PDZ & March 21, 2022 City Council

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

Person to Speak: Jared Bowlin or Brad Sweitzer

Daytime Phone: 713-784-4500 Fax Number: 713-784-4577

E-mail Address: jbowlin@ehrainc.com or bsweitzer@ehrainc.com

Description of Request and Physical Address:

Consideration and possible action to approve and forward with recommendation to City Council, Final Plat for Brazoria County MUD No. 56 Water Plant Replat No. 1 and Extension, being a subdivision of 4.828 acres out of the Oliver Hall Survey, Abstract 203; and also being a replat of Brazoria County Municipal Utility District No. 56 Water Plant, as recorded in Brazoria County Plat Records Document No. 2020047954, City of Manvel, Brazoria County, Texas.

Plats:
Preliminary _____
Final x

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

Jessica Rodriguez Digitally signed by Jessica Rodriguez Date: 2022.03.08 14:26:41 -06'00'

SIGNATURE

March 8, 2022

DATE

Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Planning, Development and Zoning Commission Plat Report

Plat Name	Brazoria County MUD No. 56 Water Plant Replat No. 1 and Extension Final Plat
Applicant	Lacey Bell, EHRA, Inc.
PD&Z Meeting Date	March 14, 2022
Recommendation	Approval
Submitted By	Jessica Rodriguez, Director of Development Services

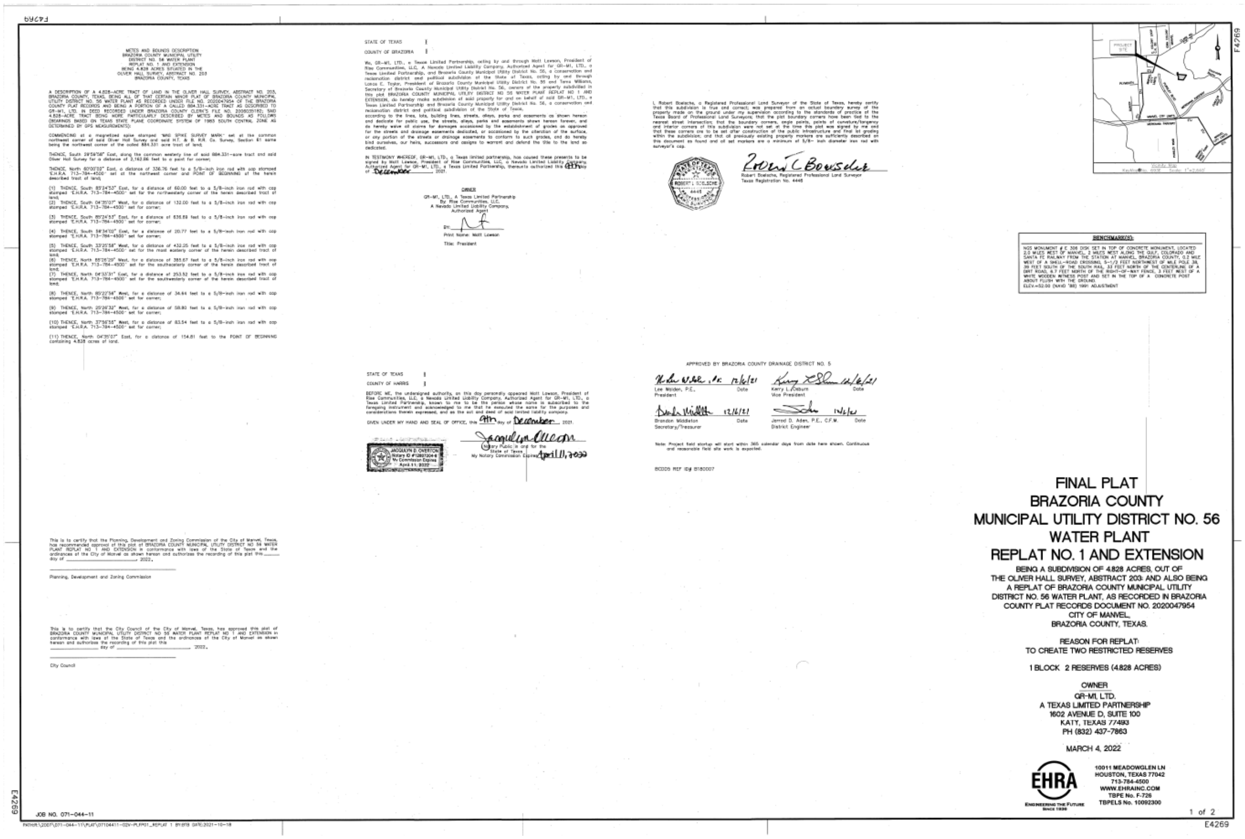
Background

The Planning, Development and Zoning Commission heard this final plat at their February 28, 2022, meeting. The Commission did not recommend approval of this plat. The City Council heard this plat at their March 7, 2022, meeting. The City Council did not approve this plat. The Brazoria County MUD No. 56 Water Plant Replat No. 1 and Extension Final Plat was resubmitted for consideration at the March 14, 2022, Planning, Development and Zoning Commission meeting. This final plat has addressed all regulations from the March 7, 2022, City Council meeting.

Staff Recommendation

Staff recommends approval of the Brazoria County MUD No. 56 Water Plant Replat No. 1 and Extension Final Plat.

Plat Exhibit



F4269

METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 56 WATER PLANT
REPLAT NO. 1 AND EXTENSION
BEING 4.828 ACRES SITUATED IN THE
OLIVER HALL SURVEY, ABSTRACT NO. 203
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 4.828-ACRE TRACT OF LAND IN THE OLIVER HALL SURVEY, ABSTRACT NO. 203, BRAZORIA COUNTY, TEXAS, BEING ALL OF THAT CERTAIN MINOR PLAT OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 56 WATER PLANT AS RECORDED UNDER FILE NO. 2020047954 OF THE BRAZORIA COUNTY PLAT RECORDS AND BEING A PORTION OF A CALLED 884.331-ACRE TRACT AS DESCRIBED TO GR-M1, LTD. IN DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. 2006035182; SAID 4.828-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a magnetized spike stamped "MAG SPIKE SURVEY MARK" set at the common northwest corner of said Oliver Hall Survey and said H.T. & B. R.R. Co. Survey, Section 61 same being the northwest corner of the called 884.331 acre tract of land;

THENCE, South 29°59'58" East, along the common westerly line of said 884.331-acre tract and said Oliver Hall Survey for a distance of 3,162.86 feet to a point for corner;

THENCE, North 60°00'02" East, a distance of 336.76 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set at the northwest corner and POINT OF BEGINNING of the herein described tract of land;

(1) THENCE, South 85°24'53" East, for a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for the northeasterly corner of the herein described tract of land;
(2) THENCE, South 04°35'07" West, for a distance of 132.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(3) THENCE, South 85°24'53" East, for a distance of 636.89 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(4) THENCE, South 58°34'02" East, for a distance of 20.77 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(5) THENCE, South 33°25'58" West, for a distance of 432.25 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for the most easterly corner of the herein described tract of land;
(6) THENCE, North 85°26'29" West, for a distance of 385.67 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for the southeasterly corner of the herein described tract of land;
(7) THENCE, North 04°33'31" East, for a distance of 253.52 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for the southwesterly corner of the herein described tract of land;

(8) THENCE, North 85°22'56" West, for a distance of 34.64 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(9) THENCE, North 25°26'32" West, for a distance of 58.80 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(10) THENCE, North 37°56'55" West, for a distance of 83.54 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(11) THENCE, North 04°35'07" East, for a distance of 154.81 feet to the POINT OF BEGINNING containing 4.828 acres of land.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, and Brazoria County Municipal Utility District No. 56, a conservation and reclamation district and political subdivision of the State of Texas, acting by and through Lance E. Taylor, President of Brazoria County Municipal Utility District No. 56 and Terra Williams, Secretary of Brazoria County Municipal Utility District No. 56, owners of the property subdivided in this plat BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO 56 WATER PLANT REPLAT NO 1 AND EXTENSION, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership and Brazoria County Municipal Utility District No. 56, a conservation and reclamation district and political subdivision of the State of Texas,
according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized this 9th day of December, 2021.

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

BY: ____________
Print Name: Matt Lawson
Title: President

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

STATE OF TEXAS REGISTERED ROBERT L. BOELSCHE 4446 PROFESSIONAL LAND SURVEYOR

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

Vicinity Map
Key Map No. 693E Scale: 1"=2,640'

F4269

BENCHMARK(S):

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

STATE OF TEXAS §
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of December, 2021.

JACQULYN D. OVERTON
Notary ID #12807204-8
My Commission Expires
April 11, 2022

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

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., President	12/6/21 Date	Kerry L. Osburn, Vice President	12/6/21 Date
Brandon Middleton, Secretary/Treasurer	12/6/21 Date	Jarrod D. Aden, P.E., C.F.M., District Engineer	12/6/21 Date

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD5 REF ID# B180007

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this plat of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO 56 WATER PLANT REPLAT NO 1 AND EXTENSION in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this ______ day of ______________, 2022.

____
Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO 56 WATER PLANT REPLAT NO 1 AND EXTENSION in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this ______________ day of ______________, 2022.

____
City Council

FINAL PLAT
BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 56
WATER PLANT
REPLAT NO. 1 AND EXTENSION

BEING A SUBDIVISION OF 4.828 ACRES, OUT OF
THE OLIVER HALL SURVEY, ABSTRACT 203: AND ALSO BEING
A REPLAT OF BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 56 WATER PLANT, AS RECORDED IN BRAZORIA
COUNTY PLAT RECORDS DOCUMENT NO. 2020047954
CITY OF MANVEL,
BRAZORIA COUNTY, TEXAS.

REASON FOR REPLAT:
TO CREATE TWO RESTRICTED RESERVES

1 BLOCK 2 RESERVES (4.828 ACRES)

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

MARCH 4, 2022

EHRA
ENGINEERING THE FUTURE SINCE 1936

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

JOB NO. 071-044-11

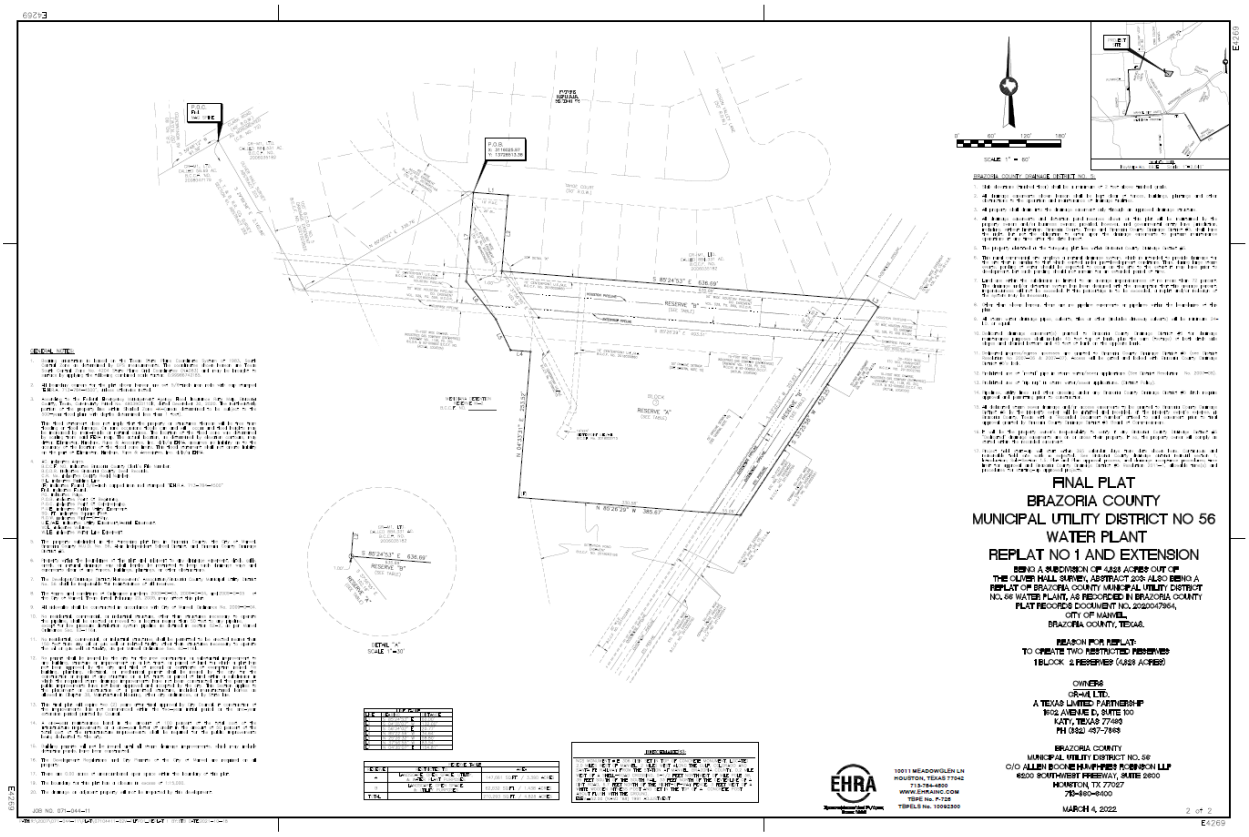
PATH:\2007\071-044-11\PLAT\07104411-02V-PLFP01_REPLAT 1 BY:BTB DATE:2021-10-18

1 of 2

E4269

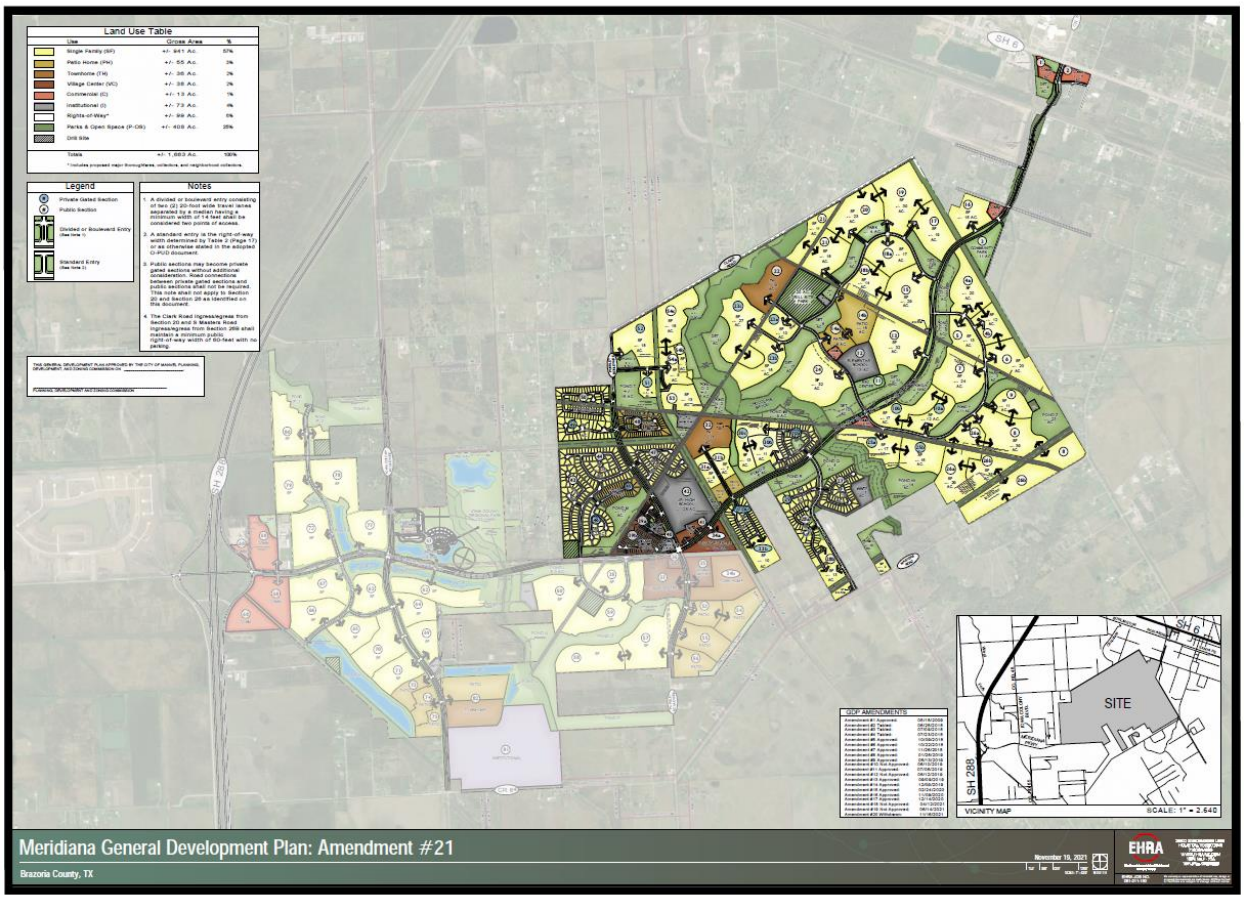
Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Plat Exhibit



Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Meridiana General Development Plan Amendment No. 21 (dated November 19, 2021)



F4269

METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 56 WATER PLANT
REPLAT NO. 1 AND EXTENSION
BEING 4.828 ACRES SITUATED IN THE
OLIVER HALL SURVEY, ABSTRACT NO. 203
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 4.828-ACRE TRACT OF LAND IN THE OLIVER HALL SURVEY, ABSTRACT NO. 203, BRAZORIA COUNTY, TEXAS, BEING ALL OF THAT CERTAIN MINOR PLAT OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 56 WATER PLANT AS RECORDED UNDER FILE NO. 2020047954 OF THE BRAZORIA COUNTY PLAT RECORDS AND BEING A PORTION OF A CALLED 884.331-ACRE TRACT AS DESCRIBED TO GR-M1, LTD. IN DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. 2006035182; SAID 4.828-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a magnetized spike stamped "MAG SPIKE SURVEY MARK" set at the common northwest corner of said Oliver Hall Survey and said H.T. & B. R.R. Co. Survey, Section 61 same being the northwest corner of the called 884.331 acre tract of land;

THENCE, South 29°59'58" East, along the common westerly line of said 884.331-acre tract and said Oliver Hall Survey for a distance of 2,162.86 feet to a point for corner;

THENCE, North 60°00'02" East, a distance of 336.76 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set at the northwest corner and POINT OF BEGINNING of the herein described tract of land;

(1) THENCE, South 85°24'53" East, for a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for the northwesterly corner of the herein described tract of land;
(2) THENCE, South 04°35'07" West, for a distance of 132.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(3) THENCE, South 85°24'53" East, for a distance of 636.69 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(4) THENCE, South 56°34'02" East, for a distance of 20.77 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(5) THENCE, South 33°25'58" West, for a distance of 432.25 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for the most easterly corner of the herein described tract of land;
(6) THENCE, North 85°26'29" West, for a distance of 385.67 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for the southeasterly corner of the herein described tract of land;
(7) THENCE, North 04°33'31" East, for a distance of 253.52 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for the southwesterly corner of the herein described tract of land;

(8) THENCE, North 85°22'56" West, for a distance of 34.64 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(9) THENCE, North 25°26'32" West, for a distance of 58.80 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(10) THENCE, North 37°56'55" West, for a distance of 83.54 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;

(11) THENCE, North 04°35'07" East, for a distance of 154.81 feet to the POINT OF BEGINNING containing 4.828 acres of land.

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this plat of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO 56 WATER PLANT REPLAT NO 1 AND EXTENSION in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

_____
Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO 56 WATER PLANT REPLAT NO 1 AND EXTENSION in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

_____
City Council

STATE OF TEXAS §
COUNTY OF BRAZORIA §

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, and Brazoria County Municipal Utility District No. 56, a conservation and reclamation district and political subdivision of the State of Texas, acting by and through Lance E. Taylor, President of Brazoria County Municipal Utility District No. 56 and Tamu Williams, Secretary of Brazoria County Municipal Utility District No. 56, owners of the property subdivided in this plat BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO 56 WATER PLANT REPLAT NO 1 AND EXTENSION, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership and Brazoria County Municipal Utility District No. 56, a conservation and reclamation district and political subdivision of the State of Texas, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized this 9th day of December, 2021.

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

BY: _____
Print Name: Matt Lawson

Title: President

STATE OF TEXAS §
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of December, 2021.

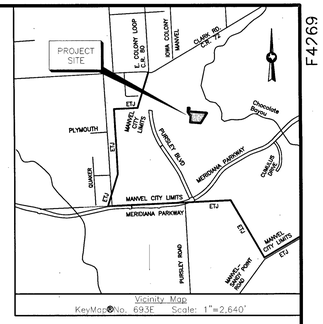
JACQULYN D. OVERTON
Notary ID #12807204-8
My Commission Expires
April 11, 2022

Jacqulyn Overton
Notary Public in and for the
State of Texas
My Notary Commission Expires April 11, 2022

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

STATE OF TEXAS
REGISTERED
ROBERT L BOELSCHE
4446
PROFESSIONAL
LAND SURVEYOR

Robert L Boelsche
Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446



Vicinity Map
KeyMap® No. 693E Scale: 1"=2,640'

BENCHMARK(S):

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

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., President — Date 12/6/21
Kerry L. Osburn, Vice President — Date 12/6/21
Brandon Middleton, Secretary/Treasurer — Date 12/6/21
Jarrod D. Aden, P.E., C.F.M., District Engineer — Date 12/6/21

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD5 REF ID# B180007

FINAL PLAT
BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 56
WATER PLANT
REPLAT NO. 1 AND EXTENSION

BEING A SUBDIVISION OF 4.828 ACRES, OUT OF
THE OLIVER HALL SURVEY, ABSTRACT 203; AND ALSO BEING
A REPLAT OF BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 56 WATER PLANT, AS RECORDED IN BRAZORIA
COUNTY PLAT RECORDS DOCUMENT NO. 2020047954
CITY OF MANVEL,
BRAZORIA COUNTY, TEXAS.

REASON FOR REPLAT:
TO CREATE TWO RESTRICTED RESERVES

1 BLOCK 2 RESERVES (4.828 ACRES)

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

MARCH 4, 2022

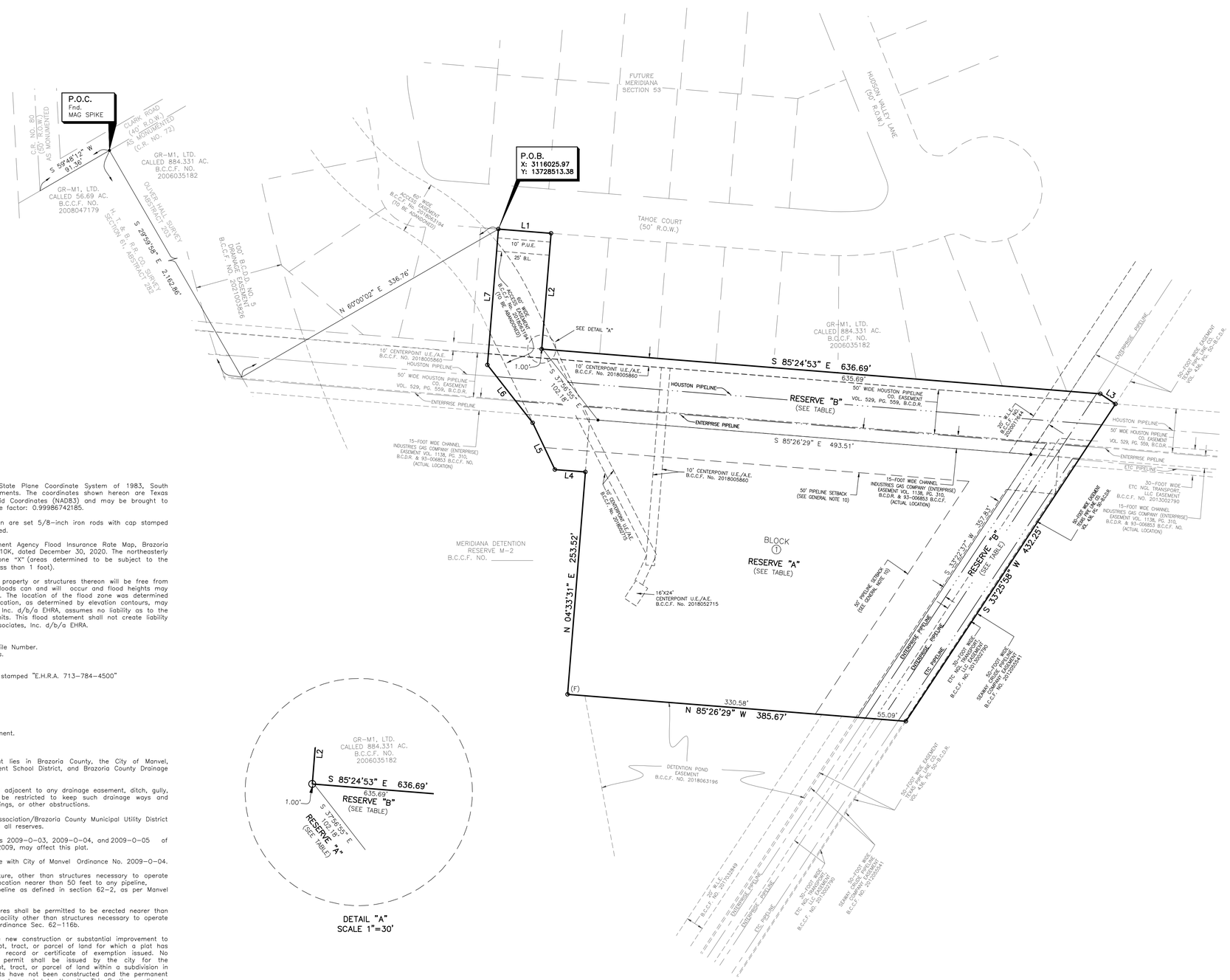
EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

JOB NO. 071-044-11

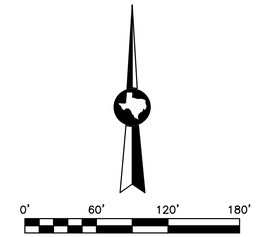
PATH:R:\2007\071-044-11\PLAT\07104411-02V-PLFP01_REPLAT 1 BY:BTB DATE:2021-10-18

E4269

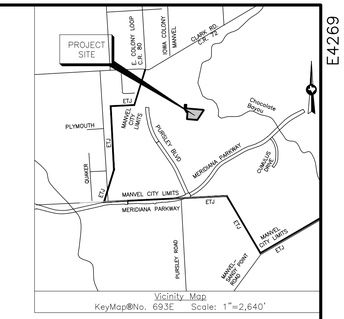
E4269



DETAIL "A"
SCALE 1"=30'



SCALE: 1" = 60'



Vicinity Map
KeyMap®No. 693E Scale: 1"=2,640'

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986742185.

2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods with cap stamped "E.H.R.A. 713-784-4500", unless otherwise noted.

3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020. The northeasterly portion of the property lies within Shaded Zone "X" (areas determined to be subject to the 500-year flood plain with depths determined less than 1 foot).

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

4. AC. indicates Acres.
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number.
   B.C.D.R. indicates Brazoria County Deed Records.
   C.R. No. indicates County Road Number.
   B.L. indicates Building Line
   (F) indicates Found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
   Fnd. indicates Found.
   PG. indicates Page.
   P.O.B. indicates Point Of Beginning.
   P.O.C. indicates Point Of Commencing.
   P.U.E. indicates Public Utility Easement.
   SQ. FT. indicates Square Feet.
   R.O.W. indicates Right-Of-Way.
   U.E./A.E. indicates Utility Easement/Aerial Easement.
   VOL. indicates Volume.
   W.L.E. indicates Water Line Easement

5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 56, Alvin Independent School District, and Brazoria County Drainage District #5.

6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of any fences, buildings, plantings, or other obstructions.

7. The Developer/Drainage District/Homeowners' Association/Brazoria County Municipal Utility District No. 56 shall be responsible for maintenance of all reserves.

8. The terms and conditions of Ordinance numbers 2009-O-03, 2009-O-04, and 2009-O-05 of the City of Manvel, Texas dated February 23, 2009, may affect this plat.

9. All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009-O-04.

10. No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116a.

11. No residential, commercial, or industrial structures shall be permitted to be erected nearer than 150 feet from any oil or gas well or related facility other than structures necessary to operate the oil or gas well or facility, as per Manvel Ordinance Sec. 62-116b.

12. No permit shall be issued by the city for the new construction or substantial improvement to any building, structure or improvement on a lot, tract, or parcel of land for which a plat has not been approved by the city and filed of record or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by the city for the construction or repair of any structure on a lot, tract, or parcel of land within a subdivision in which the required storm drainage improvements have not been constructed and the permanent public improvements have not been approved and accepted by the city. This Section applies to the placement or construction of a permitted structure, included manufactured homes as allowed in Chapter 38, Manufactured Housing, other city ordinances, or by State law.

13. This final plat will expire two (2) years after final approval by City Council, if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by Council.

14. A one-year maintenance bond in the amount of 100 percent of the total cost of the infrastructure improvements or a one-year letter of credit in the amount of 50 percent of the total cost of the infrastructure improvements shall be required for the public improvements being dedicated to the city.

15. Building permits will not be issued until all storm drainage improvements, which may include detention ponds, have been constructed.

16. The Development Regulations and City Permits of the City of Manvel are required on all property.

17. There are 0.00 acres of unencumbered open space within the boundary of this plat.

19. The boundary for this plat has a closure in excess of 1:15,000.

20. The drainage on adjacent property will not be impacted by this development.

JOB NO. 071-044-11

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 85°24'53" E	60.00'
L2	S 04°35'07" W	132.00'
L3	S 56°34'02" E	20.77'
L4	N 85°22'56" W	34.64'
L5	N 25°26'32" W	58.80'
L6	N 37°56'55" W	83.54'
L7	N 04°35'07" E	154.81'

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE, UTILITY, & WATER PLANT PURPOSES	147,661 SQ.FT. / 3.390 ACRES
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	62,632 SQ.FT. / 1.438 ACRES
TOTAL		210,293 SQ.FT. / 4.828 ACRES

BENCHMARK(S):

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

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.

2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.

3. All property shall drain into the drainage easement only through an approved drainage structure.

4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.

5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.

6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.

7. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.

8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.

9. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.

10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.

11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.

12. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).

13. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).

14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.

15. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.

16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.

17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

FINAL PLAT
BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO 56
WATER PLANT
REPLAT NO 1 AND EXTENSION

BEING A SUBDIVISION OF 4.828 ACRES OUT OF THE OLIVER HALL SURVEY, ABSTRACT 203; ALSO BEING A REPLAT OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 56 WATER PLANT, AS RECORDED IN BRAZORIA COUNTY PLAT RECORDS DOCUMENT NO. 2020047954,
CITY OF MANVEL,
BRAZORIA COUNTY, TEXAS.

REASON FOR REPLAT:
TO CREATE TWO RESTRICTED RESERVES
1 BLOCK 2 RESERVES (4.828 ACRES)

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

BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 56
C/O ALLEN BOONE HUMPHRIES ROBINSON LLP
3200 SOUTHWEST FREEWAY, SUITE 2600
HOUSTON, TX 77027
713-860-6400

MARCH 4, 2022

EHRA
ENGINEERING THE FUTURE
SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

E4269

Land Use Table

Use	Gross Area	%
Single Family (SF)	+/- 941 Ac.	57%
Patio Home (PH)	+/- 55 Ac.	3%
Townhome (TH)	+/- 36 Ac.	2%
Village Center (VC)	+/- 38 Ac.	2%
Commercial (C)	+/- 13 Ac.	1%
Institutional (I)	+/- 73 Ac.	4%
Rights-of-Way*	+/- 99 Ac.	6%
Parks & Open Space (P-OS)	+/- 408 Ac.	25%
Drill Site		
Totals	+/- 1,663 Ac.	100%

* Includes proposed major thoroughfares, collectors, and neighborhood collectors.

Legend

- Private Gated Section
- Public Section
- Divided or Boulevard Entry (See Note 1)
- Standard Entry (See Note 2)

Notes

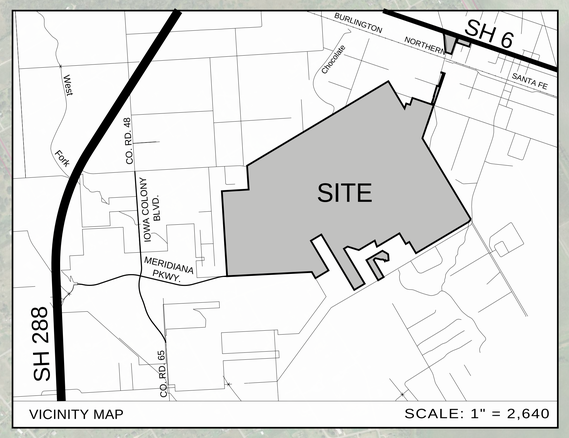
1. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 14 feet shall be considered two points of access.
2. A standard entry is the right-of-way width determined by Table 2 (Page 17) or as otherwise stated in the adopted O-PUD document.
3. Public sections may become private gated sections without additional consideration. Road connections between private gated sections and public sections shall not be required. This note shall not apply to Section 20 and Section 26 as identified on this document.
4. The Clark Road ingress/egress from Section 20 and S Masters Road ingress/egress from Section 26B shall maintain a minimum public right-of-way width of 60-feet with no parking.

THIS GENERAL DEVELOPMENT PLAN APPROVED BY THE CITY OF MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION ON _____.

_____
PLANNING, DEVELOPMENT AND ZONING COMMISSION

GDP AMENDMENTS

Amendment #1 Approved:	05/18/2009
Amendment #2 Tabled:	06/25/2018
Amendment #3 Tabled:	07/09/2018
Amendment #4 Tabled:	07/23/2018
Amendment #5 Approved:	10/09/2018
Amendment #6 Approved:	10/22/2018
Amendment #7 Approved:	11/26/2018
Amendment #8 Approved:	01/28/2019
Amendment #9 Approved:	05/13/2019
Amendment #10 Not Approved:	06/10/2019
Amendment #11 Approved:	07/08/2019
Amendment #12 Not Approved:	08/12/2019
Amendment #13 Approved:	09/09/2019
Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020
Amendment #17 Approved:	12/14/2020
Amendment #18 Not Approved:	04/12/2021
Amendment #19 Not Approved:	06/14/2021
Amendment #20 Withdrawn:	11/16/2021



VICINITY MAP SCALE: 1" = 2,640

Meridiana General Development Plan: Amendment #21

Brazoria County, TX

November 19, 2021

SCALE: 1"=600' 150' 300' 600' 1200' NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPLS No. 10092300

EHRA JOB NO. 081-011-150

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

City of Manvel

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

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

AGENDA REQUEST

REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

Planning, Development & Zoning	☐	City Council	☐	Both	x

Date of Request: March 14, 2022 PDZ & March 21, 2022 City Council

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

Person to Speak: Jared Bowlin or Brad Sweitzer

Daytime Phone: 713-784-4500 Fax Number: 713-784-4577

E-mail Address: jbowlin@ehrainc.com or bsweitzer@ehrainc.com

Description of Request and Physical Address:

Consideration and possible action to approve and forward with recommendation to City Council, Final Plat for Meridiana Detention Reserve M-2, being a subdivision of 4.644 acres out of the H.T. & B.R.R. Co. Survey, Section 61, Abstract 282, and the Oliver Hall Survey, Abstract 203; City of Manvel, Brazoria County, Texas.

Plats:
Preliminary _____
Final x

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

Jessica Rodriguez Digitally signed by Jessica Rodriguez Date: 2022.03.08 14:25:14 -06'00'

SIGNATURE

March 8, 2022

DATE

Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Planning, Development and Zoning Commission Plat Report

Plat Name	Meridiana Detention Reserve M-2 Final Plat
Applicant	Lacey Bell, EHRA
PD&Z Meeting Date	March 14, 2022
Recommendation	Approval
Submitted By	Jessica Rodriguez, Director of Development Services

Background

The applicant requested a 30-day plat extension on January 14, 2022, in order to address comments. Staff did not recommend approval of the 30-day plat extension because Meridiana Detention Reserve M-2 Final Plat takes access from Meridiana Section 53 Final Plat and Meridiana Section 54A Final Plat. The applicant has not submitted either Meridiana Section 53 Final Plat and Meridiana Section 54A Final Plat at the previous plat submittal date on January 31, 2022. The Planning, Development and Zoning Commission did not recommend approval of the 30-day plat extension on January 24, 2022, and the City Council did not approve the plat on February 7, 2022. The applicant resubmitted this final plat for consideration again at the February 14, 2022, Planning, Development and Zoning Commission meeting and March 7, 2022, City Council meeting. The Commission did not recommend approval of this plat because it did not have access and the City Council did not approve this final plat for the same reason. The applicant has since resubmitted this plat. All comments have been addressed since Meridiana Section 53 Final Plat is recommended for approval to the Commission.

Staff Recommendation

The City staff recommends approval of the Meridiana Detention Reserve M-2 Final Plat.

Plat Exhibit

METES AND BOUNDS DESCRIPTION
MERIDIANA
DETENTION RESERVE M-2
BEING A 4.644 ACRE TRACT OF LAND SITUATED IN
THE H. T. & B. R.R. COMPANY SURVEY, SECTION 61, ABSTRACT 282
AND THE OLIVER HALL SURVEY, ABSTRACT 203
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 4.644 ACRE TRACT OF LAND IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 61, ABSTRACT 282 AND THE OLIVER HALL SURVEY, ABSTRACT 203, BRAZORIA COUNTY, TEXAS, BEING OUT OF THOSE CERTAIN TRACTS CALLED 884.331 ACRES DESCRIBED IN DEED TO GR-M1, LTD. RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2008035182, AND A CALLED 40.423 ACRES RECORDED UNDER B.C.C.F. NO. 2007014214; THE SAID 4.644 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a magnetized spike stamped "MAG SPIKE SURVEY MARK" found at the northerly common corner of said Oliver Hall Survey and the H. T. & B. R.R. Co. Survey, same being the northwest corner of the said 884.331 acre tract and the northeast corner of that certain tract called 56.69 acres described in deed to GR-M1, LTD. recorded under B.C.C.F. NO. 2008047179;

THENCE, South 29°59'58" East, along the common line of said 884.331 and said 56.69 acre tract, same being the common line of the Oliver Hall Survey and the H.T. & B. R.R. Co. Survey, for a distance of 2,149.80 feet to a point for corner;

THENCE, North 60°00'02" East, a distance of 85.27 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northeasterly corner and the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, South 88°24'53" East, for a distance of 194.47 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

2) THENCE, North 04°35'07" East, for a distance of 132.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

3) THENCE, South 85°24'53" East, for a distance of 20.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

4) THENCE, South 04°35'07" West, for a distance of 154.81 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

5) THENCE, South 37°56'55" East, for a distance of 83.54 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

6) THENCE, South 25°26'32" East, for a distance of 58.80 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

7) THENCE, South 85°22'58" East, for a distance of 34.64 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner being in the westerly line of the Brazoria County Municipal Utility District No. 56 Water Plant recorded under B.C.C.F. NO. 2020047954;

8) THENCE, South 04°33'31" West, along the westerly line of said Water Plant for a distance of 253.52 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the southwesterly corner of said Water Plant;

9) THENCE, South 85°26'29" East, along the southerly line of said Water Plant for a distance of 385.67 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the most easterly northeast corner of the herein described tract of land;

10) THENCE, South 33°25'58" West, for a distance of 62.50 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for an angle point;

11) THENCE, South 33°20'49" West, for a distance of 539.52 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner being in the easterly line of Reserve "B" Block 1 of Meridiana Section 47 as per plat recorded under B.C.C.F. NO. 2020054856;

12) THENCE, North 29°59'58" West, continuing along the easterly line of said Meridiana Section 47 for a distance of 202.79 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northeasterly corner of said Meridiana Section 47;

13) THENCE, North 87°02'51" East, for a distance of 89.82 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner being in the common line of aforementioned 40.423 acre tract and said 884.331 acre tract;

14) THENCE, North 29°59'58" West, along the common line between said 40.423 acre tract and said 884.331 acre tract for a distance of 122.85 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

15) THENCE, North 87°02'51" East, for a distance of 61.95 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

16) THENCE, North 29°58'38" West, for a distance of 450.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;

17) THENCE, in a northwesterly direction along the arc of said curve to the right having a radius of 1,450.00 feet, a central angle of 11°38'12", an arc length of 294.49 feet, and a chord bearing of North 24°09'32" West, for a distance of 293.99 feet to the POINT OF BEGINNING and containing 4.644 acres of land.

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this plat of MERIDIANA DETENTION RESERVE M-2 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this __________ day of ______________________, 2022.

____
Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of MERIDIANA DETENTION RESERVE M-2 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this __________ day of ______________________, 2022.

____
City Council

STATE OF TEXAS:

COUNTY OF BRAZORIA:

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, MERIDIANA DETENTION RESERVE M-2, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized this 9th day of December, 2021.

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

BY: ______________
Print Name: Matt Lawson
Title: President

STATE OF TEXAS §
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of December, 2021.

JACQUELYN D. OVERTON
Notary ID #
My Commission Expires
April 11, 2022

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

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

STATE OF TEXAS
REGISTERED
ROBERT L. BOELSCHE
4448
PROFESSIONAL
LAND SURVEYOR

Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4448

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., President — 12/6/21 Date	Kerry L. Osburn, Vice President — 12/6/21 Date
Brandon Middleton, Secretary/Treasurer — 12/6/21 Date	Jarrod D. Aden, P.E., C.F.M., District Engineer — 12/6/21 Date

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD5 REF ID # B210051

Vicinity Map
Keymap No. 693E Scale: 1"=2,640'

BENCHMARK(S):

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

FINAL PLAT
MERIDIANA
DETENTION RESERVE M-2

BEING A SUBDIVISION OF 4.644 ACRES OUT OF
THE H. T. & B. R.R. CO. SURVEY, SECTION 61, ABSTRACT 282,
AND THE OLIVER HALL SURVEY, ABSTRACT 203
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

1 BLOCK 4 RESERVES (4.644 ACRES)

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

MARCH 4, 2022

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

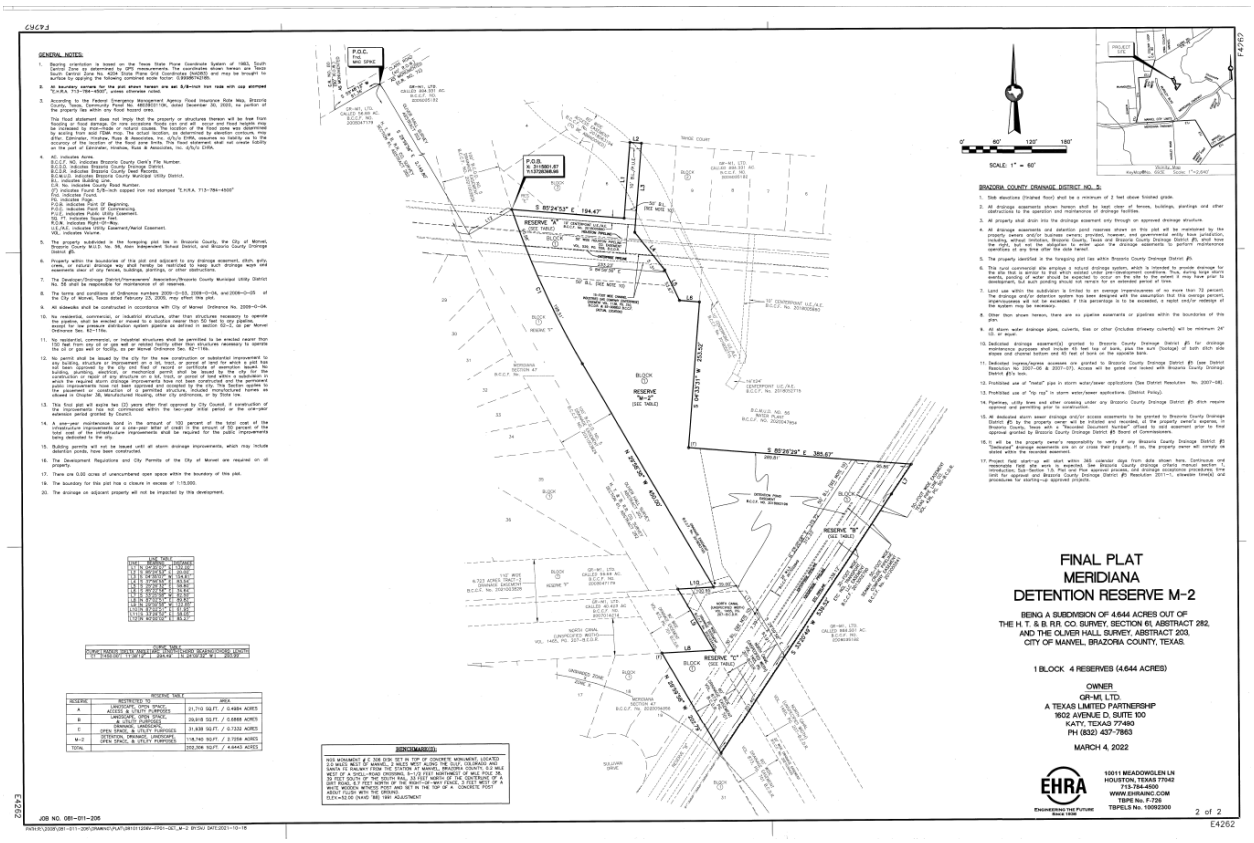
JOB NO. 081-011-206

1 of 2

E4262

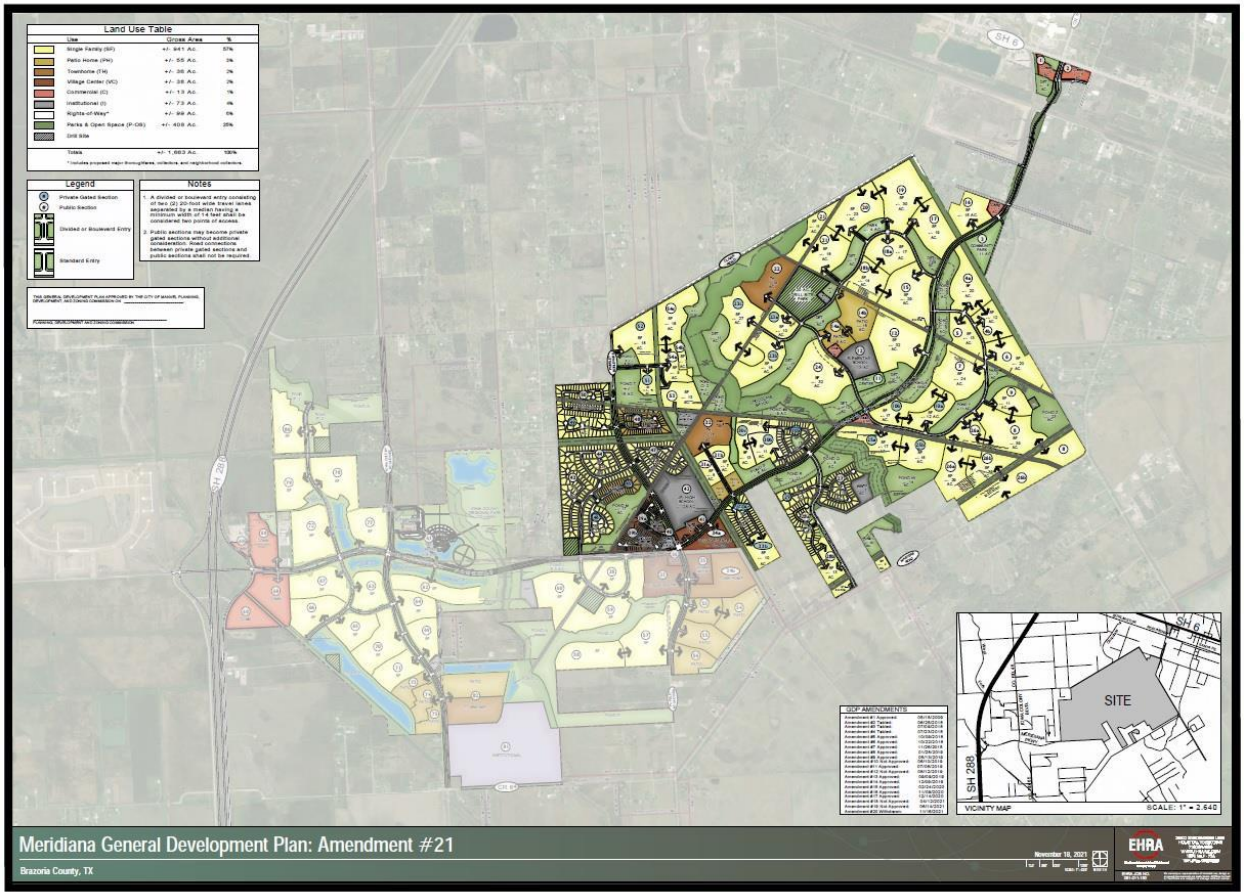
DEVELOPMENT SERVICES DEPARTMENT
20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Plat Exhibit



DEVELOPMENT SERVICES DEPARTMENT
20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Meridiana General Development Plan Amendment No. 21 (dated November 19, 2021)



METES AND BOUNDS DESCRIPTION
MERIDIANA
DETENTION RESERVE M–2
BEING A 4.644 ACRE TRACT OF LAND SITUATED IN
THE H. T. & B. R.R. COMPANY SURVEY, SECTION 61, ABSTRACT 282
AND THE OLIVER HALL SURVEY, ABSTRACT 203
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 4.644 ACRE TRACT OF LAND IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 61, ABSTRACT 282 AND THE OLIVER HALL SURVEY, ABSTRACT 203, BRAZORIA COUNTY, TEXAS, BEING OUT OF THOSE CERTAIN TRACTS CALLED 884.331 ACRES DESCRIBED IN DEED TO GR–M1, LTD. RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2006035182, AND A CALLED 40.423 ACRES RECORDED UNDER B.C.C.F. NO. 2007014214; THE SAID 4.644 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a magnetized spike stamped "MAG SPIKE SURVEY MARK" found at the northerly common corner of said Oliver Hall Survey and the H. T. & B. R.R. Co. Survey, same being the northwest corner of the said 884.331 acre tract and the northeast corner of that certain tract called 56.69 acres described in deed to GR–M1, LTD. recorded under B.C.C.F. NO. 2008047179;

THENCE, South 29°59'58" East, along the common line of said 884.331 and said 56.69 acre tract, same being the common line of the Oliver Hall Survey and the H.T. & B. R.R. Co. Survey, for a distance of 2,149.80 feet to a point for corner;

THENCE, North 60°00'02" East, a distance of 85.27 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set marking the northwesterly corner and the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, South 85°24'53" East, for a distance of 194.47 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

2) THENCE, North 04°35'07" East, for a distance of 132.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

3) THENCE, South 85°24'53" East, for a distance of 20.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

4) THENCE, South 04°35'07" West, for a distance of 154.81 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

5) THENCE, South 37°56'55" East, for a distance of 83.54 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

6) THENCE, South 25°26'32" East, for a distance of 58.80 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

7) THENCE, South 85°22'56" East, for a distance of 34.64 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner being in the westerly line of the Brazoria County Municipal Utility District No. 56 Water Plant recorded under B.C.C.F. NO. 2020047954;

8) THENCE, South 04°33'31" West, along the westerly line of said Water Plant for a distance of 253.52 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" found marking the southwesterly corner of said Water Plant;

9) THENCE, South 85°26'29" East, along the southerly line of said Water Plant for a distance of 385.67 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set marking the most easterly northeast corner of the herein described tract of land;

10) THENCE, South 33°25'58" West, for a distance of 62.50 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for an angle point;

11) THENCE, South 33°20'49" West, for a distance of 539.52 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner being in the easterly line of Reserve "B" Block 1 of Meridiana Section 47 as per plat recorded under B.C.C.F. NO. 2020054856;

12) THENCE, North 29°59'58" West, continuing along the easterly line of said Meridiana Section 47 for a distance of 202.79 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" found marking the northeasterly corner of said Meridiana Section 47;

13) THENCE, North 87°02'51" East, for a distance of 89.82 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner being in the common line of aforementioned 40.423 acre tract and said 884.331 acre tract;

14) THENCE, North 29°59'58" West, along the common line between said 40.423 acre tract and said 884.331 acre tract for a distance of 122.85 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

15) THENCE, North 87°02'51" East, for a distance of 61.95 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

16) THENCE, North 29°58'38" West, for a distance of 450.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for curvature;

17) THENCE, in a northwesterly direction along the arc of said curve to the right having a radius of 1,450.00 feet, a central angle of 11°38'12", an arc length of 294.49 feet, and a chord bearing of North 24°09'32" West, for a distance of 293.99 feet to the POINT OF BEGINNING and containing 4.644 acres of land.

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this plat of MERIDIANA DETENTION RESERVE M–2 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

_____
Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of MERIDIANA DETENTION RESERVE M–2 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

_____
City Council

STATE OF TEXAS:

COUNTY OF BRAZORIA:

We, GR–M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR–M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, MERIDIANA DETENTION RESERVE M–2, do hereby make subdivision of said property for and on behalf of said GR–M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, GR–M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR–M1, LTD., a Texas Limited Partnership, thereunto authorized this 6th day of December, 2021.

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

BY: _____
Print Name: Matt Lawson
Title: President

STATE OF TEXAS §
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of December 2021.

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

JACQUELYN D. OVERTON
Notary ID #126972048
My Commission Expires
April 11, 2022

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

STATE OF TEXAS
ROBERT L. BOELSCHE
4446
PROFESSIONAL LAND SURVEYOR

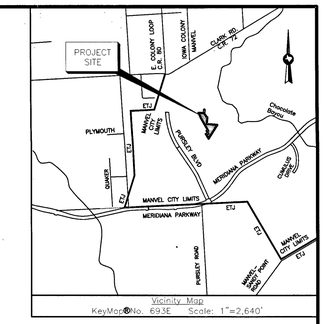
Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

12/6/21		12/6/21	
Lee Walden, P.E., President	Date	Kerry L. Osburn Vice President	Date
12/6/21		12/6/21	
Brandon Middleton Secretary/Treasurer	Date	Jarrod D. Aden, P.E., C.F.M. District Engineer	Date

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD5 REF ID # B210051



Vicinity Map
KeyMap® No. 693E Scale: 1"=2,640'

BENCHMARK(S):

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

FINAL PLAT
MERIDIANA
DETENTION RESERVE M-2

BEING A SUBDIVISION OF 4.644 ACRES OUT OF
THE H. T. & B. R.R. CO. SURVEY, SECTION 61, ABSTRACT 282,
AND THE OLIVER HALL SURVEY, ABSTRACT 203;
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

1 BLOCK 4 RESERVES (4.644 ACRES)

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

MARCH 4, 2022

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

JOB NO. 081–011–206

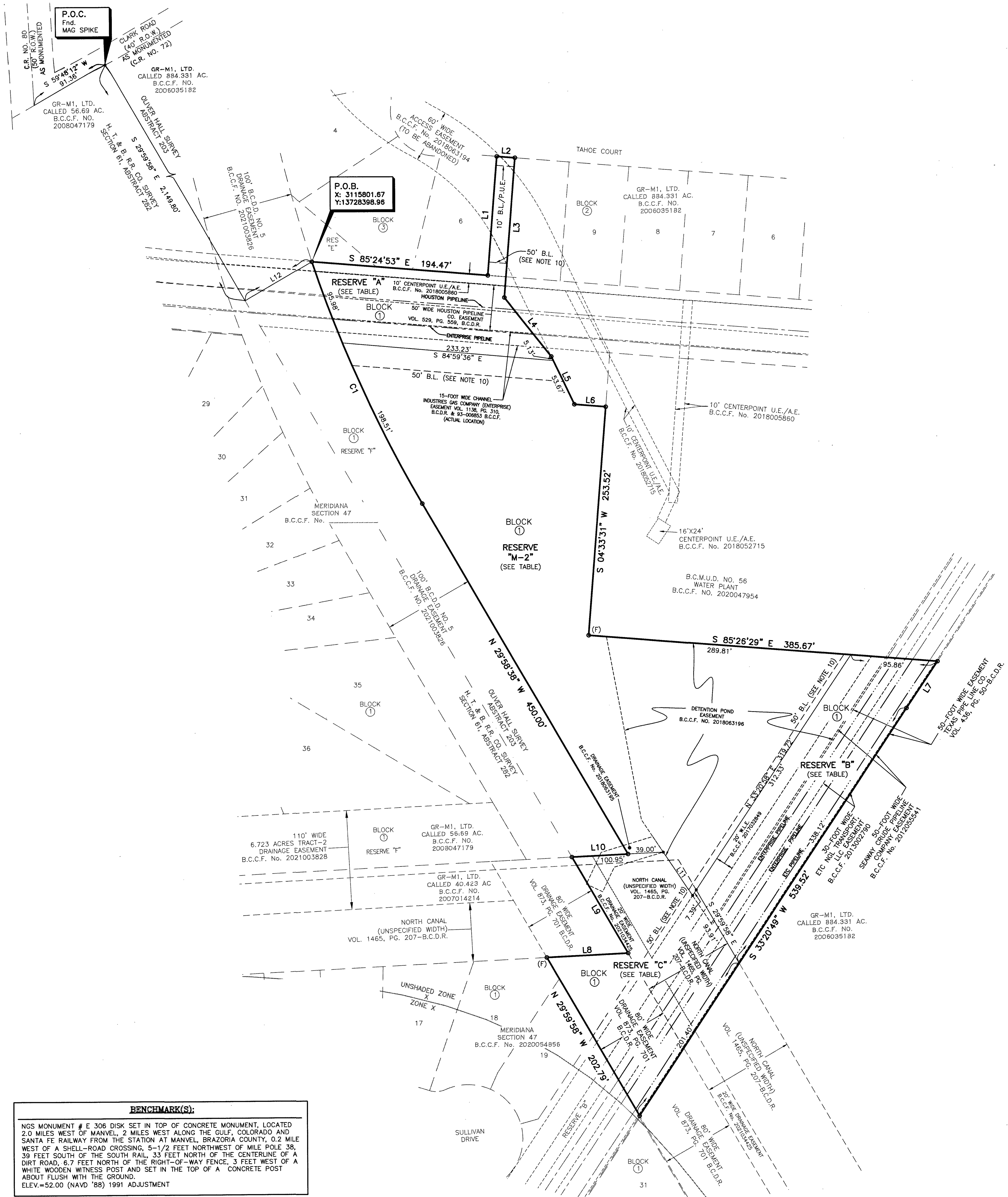
PATH:R:\2008\081–011–206\DRAWING\PLAT\081011206V–FP01–DET_M–2 BY:SVJ DATE:2021–10–18

E4262

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986742185.
2. **All boundary corners for the plat shown hereon are set 5/8-inch iron rods with cap stamped** "E.H.R.A. 713-784-4500", unless otherwise noted.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020, no portion of the property lies within any flood hazard area.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
4. AC. indicates Acres.
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number.
   B.C.D.D. indicates Brazoria County Drainage District.
   B.C.D.R. indicates Brazoria County Deed Records.
   B.C.M.U.D. indicates Brazoria County Municipal Utility District.
   B.L. indicates Building Line.
   C.R. No. indicates County Road Number.
   (F) indicates Found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
   Fnd. indicates Found.
   PG. indicates Page.
   P.O.B. indicates Point Of Beginning.
   P.O.C. indicates Point Of Commencing.
   P.U.E. indicates Public Utility Easement.
   SQ. FT. indicates Square Feet.
   R.O.W. indicates Right-Of-Way.
   U.E./A.E. indicates Utility Easement/Aerial Easement.
   VOL. indicates Volume.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 56, Alvin Independent School District, and Brazoria County Drainage District #5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of any fences, buildings, plantings, or other obstructions.
7. The Developer/Drainage District/Homeowners' Association/Brazoria County Municipal Utility District No. 56 shall be responsible for maintenance of all reserves.
8. The terms and conditions of Ordinance numbers 2009-0-03, 2009-0-04, and 2009-0-05 of the City of Manvel, Texas dated February 23, 2009, may affect this plat.
9. All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009-0-04.
10. No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116a.
11. No residential, commercial, or industrial structures shall be permitted to be erected nearer than 150 feet from any oil or gas well or related facility other than structures necessary to operate the oil or gas well or facility, as per Manvel Ordinance Sec. 62-116b.
12. No permit shall be issued by the city for the new construction or substantial improvement to any building, structure or improvement on a lot, tract, or parcel of land for which a plat has not been approved by the city and filed of record or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by the city for the construction or repair of any structure on a lot, tract, or parcel of land within a subdivision in which the required storm drainage improvements have not been constructed and the permanent public improvements have not been approved and accepted by the city. This Section applies to the placement or construction of a permitted structure, included manufactured homes as allowed in Chapter 38, Manufactured Housing, other city ordinances, or by State law.
13. This final plat will expire two (2) years after final approval by City Council, if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by Council.
14. A one-year maintenance bond in the amount of 100 percent of the total cost of the infrastructure improvements or a one-year letter of credit in the amount of 50 percent of the total cost of the infrastructure improvements shall be required for the public improvements being dedicated to the city.
15. Building permits will not be issued until all storm drainage improvements, which may include detention ponds, have been constructed.
16. The Development Regulations and City Permits of the City of Manvel are required on all property.
17. There are 0.00 acres of unencumbered open space within the boundary of this plat.
19. The boundary for this plat has a closure in excess of 1:15,000.
20. The drainage on adjacent property will not be impacted by this development.



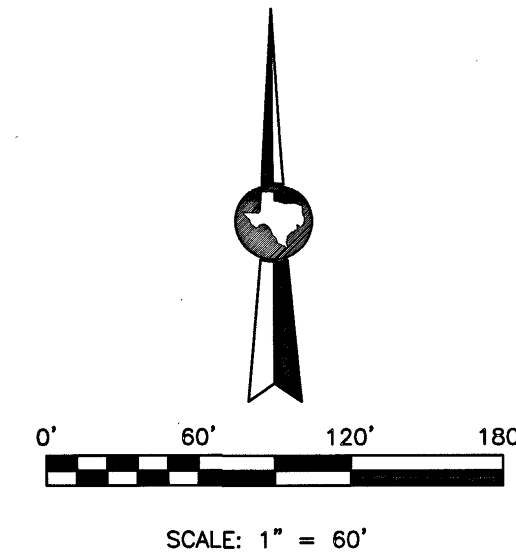
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 04°35'07" E	132.00'
L2	S 85°24'53" E	20.00'
L3	S 04°35'07" W	154.81'
L4	S 37°56'55" E	83.54'
L5	S 25°26'32" E	58.80'
L6	S 85°22'56" E	34.64'
L7	S 33°25'58" W	62.50'
L8	N 87°02'51" E	89.82'
L9	N 29°59'58" W	122.85'
L10	N 87°02'51" E	61.95'
L11	S 33°26'52" E	58.05'
L12	N 60°00'02" E	85.27'

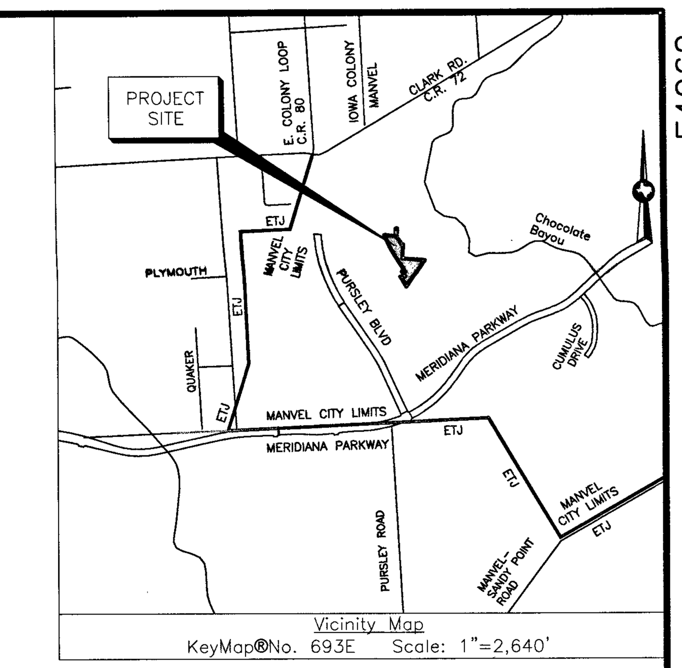
CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1450.00'	11°38'12"	294.49'	N 24°09'32" W	293.99'

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE, ACCESS & UTILITY PURPOSES	21,710 SQ.FT. / 0.4984 ACRES
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	29,918 SQ.FT. / 0.6868 ACRES
C	DRAINAGE, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	31,938 SQ.FT. / 0.7332 ACRES
M-2	DETENTION, DRAINAGE, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	118,740 SQ.FT. / 2.7259 ACRES
TOTAL		202,306 SQ.FT. / 4.6443 ACRES

BENCHMARK(S):

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





Vicinity Map
KeyMap®No. 693E Scale: 1"=2,640'

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.
9. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
13. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

FINAL PLAT
MERIDIANA
DETENTION RESERVE M-2

BEING A SUBDIVISION OF 4.644 ACRES OUT OF THE H. T. & B. R.R. CO. SURVEY, SECTION 61, ABSTRACT 282, AND THE OLIVER HALL SURVEY, ABSTRACT 203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

1 BLOCK 4 RESERVES (4.644 ACRES)

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

MARCH 4, 2022

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

JOB NO. 081-011-206

PATH:R:\2008\081-011-206\DRAWING\PLAT\081011206V-FP01-DET_M-2 BY:SVJ DATE:2021-10-18

Land Use Table

Use	Gross Area	%
Single Family (SF)	+/- 941 Ac.	57%
Patio Home (PH)	+/- 55 Ac.	3%
Townhome (TH)	+/- 36 Ac.	2%
Village Center (VC)	+/- 38 Ac.	2%
Commercial (C)	+/- 13 Ac.	1%
Institutional (I)	+/- 73 Ac.	4%
Rights-of-Way*	+/- 99 Ac.	6%
Parks & Open Space (P-OS)	+/- 408 Ac.	25%
Drill Site		
Totals	+/- 1,663 Ac.	100%

* Includes proposed major thoroughfares, collectors, and neighborhood collectors.

Legend

- Private Gated Section
- Public Section
- Divided or Boulevard Entry (See Note 1)
- Standard Entry (See Note 2)

Notes

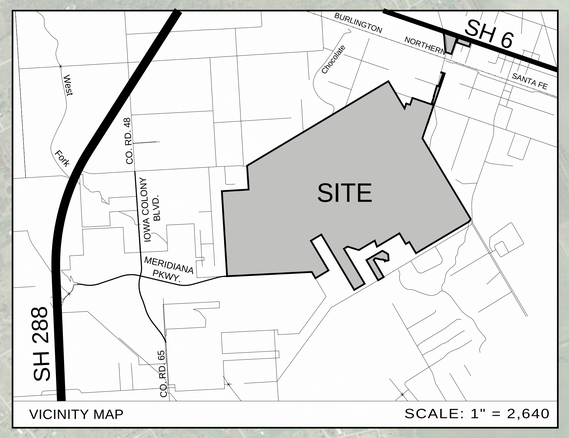
1. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 14 feet shall be considered two points of access.
2. A standard entry is the right-of-way width determined by Table 2 (Page 17) or as otherwise stated in the adopted O-PUD document.
3. Public sections may become private gated sections without additional consideration. Road connections between private gated sections and public sections shall not be required. This note shall not apply to Section 20 and Section 26 as identified on this document.
4. The Clark Road ingress/egress from Section 20 and S Masters Road ingress/egress from Section 26B shall maintain a minimum public right-of-way width of 60-feet with no parking.

THIS GENERAL DEVELOPMENT PLAN APPROVED BY THE CITY OF MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION ON _____.

_____
PLANNING, DEVELOPMENT AND ZONING COMMISSION

GDP AMENDMENTS

Amendment #1 Approved:	05/18/2009
Amendment #2 Tabled:	06/25/2018
Amendment #3 Tabled:	07/09/2018
Amendment #4 Tabled:	07/23/2018
Amendment #5 Approved:	10/09/2018
Amendment #6 Approved:	10/22/2018
Amendment #7 Approved:	11/26/2018
Amendment #8 Approved:	01/28/2019
Amendment #9 Approved:	05/13/2019
Amendment #10 Not Approved:	06/10/2019
Amendment #11 Approved:	07/08/2019
Amendment #12 Not Approved:	08/12/2019
Amendment #13 Approved:	09/09/2019
Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020
Amendment #17 Approved:	12/14/2020
Amendment #18 Not Approved:	04/12/2021
Amendment #19 Not Approved:	06/14/2021
Amendment #20 Withdrawn:	11/16/2021



VICINITY MAP SCALE: 1" = 2,640

Meridiana General Development Plan: Amendment #21

Brazoria County, TX

November 19, 2021

SCALE: 1"=600' 150' 300' 600' 1200' NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPLS No. 10092300

EHRA JOB NO. 081-011-150

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

City of Manvel

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

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

AGENDA REQUEST

REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

Planning, Development & Zoning	☐	City Council	☐	Both	x

Date of Request: March 14, 2022 PDZ & March 21, 2022 City Council

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

Person to Speak: Jared Bowlin or Brad Sweitzer

Daytime Phone: 713-784-4500 Fax Number: 713-784-4577

E-mail Address: jbowlin@ehrainc.com or bsweitzer@ehrainc.com

Description of Request and Physical Address:

Consideration and possible action to approve and forward with recommendation to City Council, Final Plat for Meridiana Detention Reserve N-2, being a subdivision of 7.081 acres out of the Oliver Hall Survey, Abstract 203, City of Manvel, Brazoria County, Texas.

Plats:
Preliminary _____
Final x

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

Jessica Rodriguez Digitally signed by Jessica Rodriguez Date: 2022.03.08 14:25:56 -06'00'

SIGNATURE

March 8, 2022

DATE

Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Planning, Development and Zoning Commission Plat Report

Plat Name	Meridiana Detention Reserve N-2 Final Plat
Applicant	Lacey Bell, EHRA
PD&Z Meeting Date	March 14, 2022
Recommendation	Approval
Submitted By	Jessica Rodriguez, Director of Development Services

Background

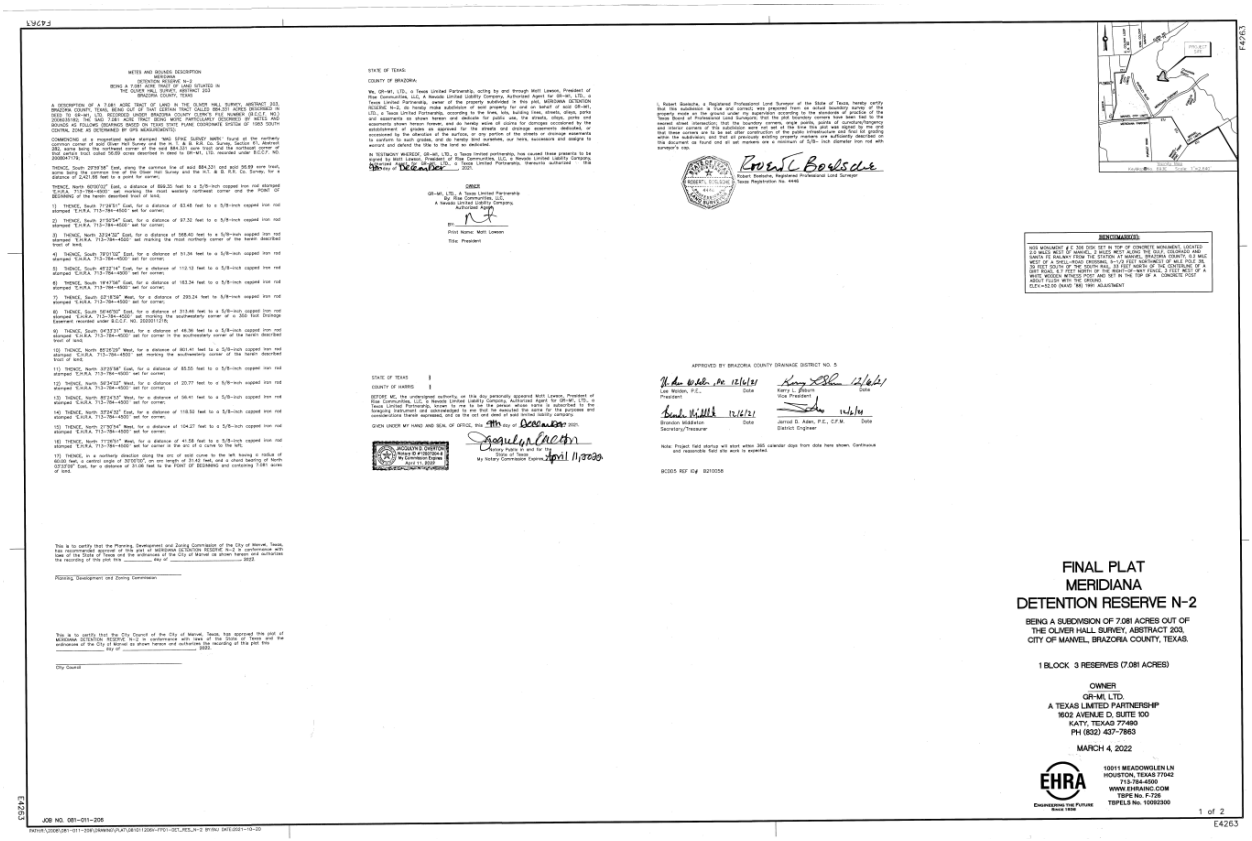
The applicant requested a 30-day plat extension on January 14, 2022, in order to address comments. Staff did not recommend approval of the 30-day plat extension because Meridiana Detention Reserve N-2 Final Plat takes access from Meridiana Section 53 Final Plat and Meridiana Section 54A Final Plat. The applicant has not submitted either Meridiana Section 53 Final Plat and Meridiana Section 54A Final Plat at the previous plat submittal date on January 31, 2022. The Planning, Development and Zoning Commission did not recommend approval of the 30-day plat extension on January 24, 2022, and the City Council did not approve the plat on February 7, 2022. The applicant resubmitted this final plat for consideration again at the February 14, 2022, Planning, Development and Zoning Commission meeting and March 7, 2022, City Council meeting. The Commission did not recommend approval of this plat because it did not have access from Meridiana Section 53 Final Plat and the City Council did not approve this final plat for the same reason. The applicant has since resubmitted this plat. All comments have been addressed since Meridiana Section 53 Final Plat is recommended for approval to the Commission.

Staff Recommendation

The City recommends approval of the Meridiana Detention Reserve N-2 Final Plat.

DEVELOPMENT SERVICES DEPARTMENT
20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Plat Exhibit



METES AND BOUNDS DESCRIPTION
7.081 ACRES
DETENTION RESERVE N-2
BEING A 7.081 ACRE TRACT OF LAND SITUATED IN
THE OLIVER HALL SURVEY, ABSTRACT 203
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 7.081 ACRE TRACT OF LAND IN THE OLIVER HALL SURVEY, ABSTRACT 203, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT CALLED 884.231 ACRES DESCRIBED IN DEED TO GR-ML, LTD. RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2020031742, THE SAID 7.081 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a monumented spike stamped "WHS SPIKE SURVEY MARK" found at the northerly northwest corner of the said 884.231 acre tract, the same being the northeast corner of Reserve "A", Section 2, same being the northeast corner of the said 884.231 acre tract and the northeast corner of that certain tract called 56.00 acres described in deed to GR-ML, LTD. recorded under B.C.C.F. NO. 2020047176;

THENCE, South 27°33'36" East, along the centerline line of said 884.231 and said 56.00 acre tract, the common boundary line of the Oliver Hall Survey and the H.T. & B. R.R. Co. Survey, for a distance of 2,421.96 feet to a point for corner;

THENCE North 60°00'00" East, a distance of 899.20 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the most westerly northwest corner and the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, South 71°28'57" East, for a distance of 63.48 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

2) THENCE, South 21°03'54" East, for a distance of 37.52 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

3) THENCE, North 33°04'32" East, for a distance of 388.40 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the most northerly corner of the herein described tract of land;

4) THENCE, South 28°01'02" East, for a distance of 51.34 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

5) THENCE, South 49°23'14" East, for a distance of 112.13 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

6) THENCE, South 18°47'56" East, for a distance of 183.34 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

7) THENCE, South 27°13'56" West, for a distance of 295.24 feet to 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

8) THENCE, South 56°45'02" East, for a distance of 313.49 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southeasterly corner of a 300 foot Drainage Easement recorded under B.C.C.F. NO. 2020011213;

9) THENCE, South 24°33'17" West, for a distance of 48.36 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the southeasterly corner of the herein described tract of land;

10) THENCE, North 85°26'20" West, for a distance of 801.41 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner of the herein described tract of land;

11) THENCE, North 07°33'56" East, for a distance of 85.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

12) THENCE, North 82°43'02" West, for a distance of 20.77 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

13) THENCE, North 82°43'57" West, for a distance of 56.41 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

14) THENCE, North 33°04'30" East, for a distance of 118.59 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

15) THENCE, North 07°30'54" West, for a distance of 104.27 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

16) THENCE, North 01°05'51" West, for a distance of 41.58 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a curve to the left;

17) THENCE, in a northerly direction along the arc of said curve to the left having a radius of 60.00 feet, a central angle of 30°00'00", an arc length of 31.42 feet, and a chord bearing of North 15°00'00" East, for a distance of 31.06 feet to the POINT OF BEGINNING and containing 7.081 acres of land.

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has approved this plat of MERIDIANA DETENTION RESERVE N-2 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of MERIDIANA DETENTION RESERVE N-2 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

City Council

JOB NO. 081-011-206

STATE OF TEXAS:
COUNTY OF BRAZORIA:

We, GR-ML, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-ML, LTD., a Texas Limited Partnership, owners of the land shown on this plat, MERIDIANA DETENTION RESERVE N-2, do hereby make subdivision of said property for and on behalf of said GR-ML, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements shown thereon, and designate the same as MERIDIANA DETENTION RESERVE N-2 as shown hereon, forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, GR-ML, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-ML, LTD., a Texas Limited Partnership, thereunto authorized, this the 9th day of December, 2021.

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

By: _____
Print Name: Matt Lawson
Title: President

STATE OF TEXAS §
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of December 2021.

Notary Public in and for the
State of Texas
My Notary Commission Expires April 11, 2023

I, Robert Bostwick, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this subdivision, a true and correct, was prepared from an actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveying, that the boundary corners, angle points, points of curvature/tangency and interior corners of this subdivision were set at the time this plat was signed by me and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum of 5/8- inch diameter iron rod with surveyor's cap.

Robert Bostwick, Registered Professional Land Surveyor
Texas Registration No. 4440

BENCHMARKS

NGS MONUMENT # T 308 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE COAL COURIER AND 1 MILE NORTH OF A SHELL ROAD ORIGINAL N-73 FEET NORTHWEST OF MILE POLE 36, 1 MILE WEST OF A SHELL ROAD ORIGINAL N-73 FEET NORTHWEST OF MILE POLE 35, 30 FEET SOUTH OF THE SOUTH RAIL, 22 FEET NORTH OF THE CENTERLINE OF A 20 FOOT WIDE ROAD, 1 FOOT WEST OF THE EAST EDGE OF THE ROAD, 1 FOOT WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND
ELEV.=62.56 (NAVD 88) (NH) ADJUSTMENT

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Worden, P.E., President — Date 12/6/21
Harry L. Gilbert, Vice President — Date 12/6/21
Brandon Middleton, Secretary/Treasurer — Date 12/6/21
Jarrod D. Adam, P.E., C.F.M., District Engineer — Date 12/6/21

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BC065 REF ID# 8210058

FINAL PLAT
MERIDIANA
DETENTION RESERVE N-2

BEING A SUBDIVISION OF 7.081 ACRES OUT OF
THE OLIVER HALL SURVEY, ABSTRACT 203,
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

1 BLOCK 3 RESERVES (7.081 ACRES)

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

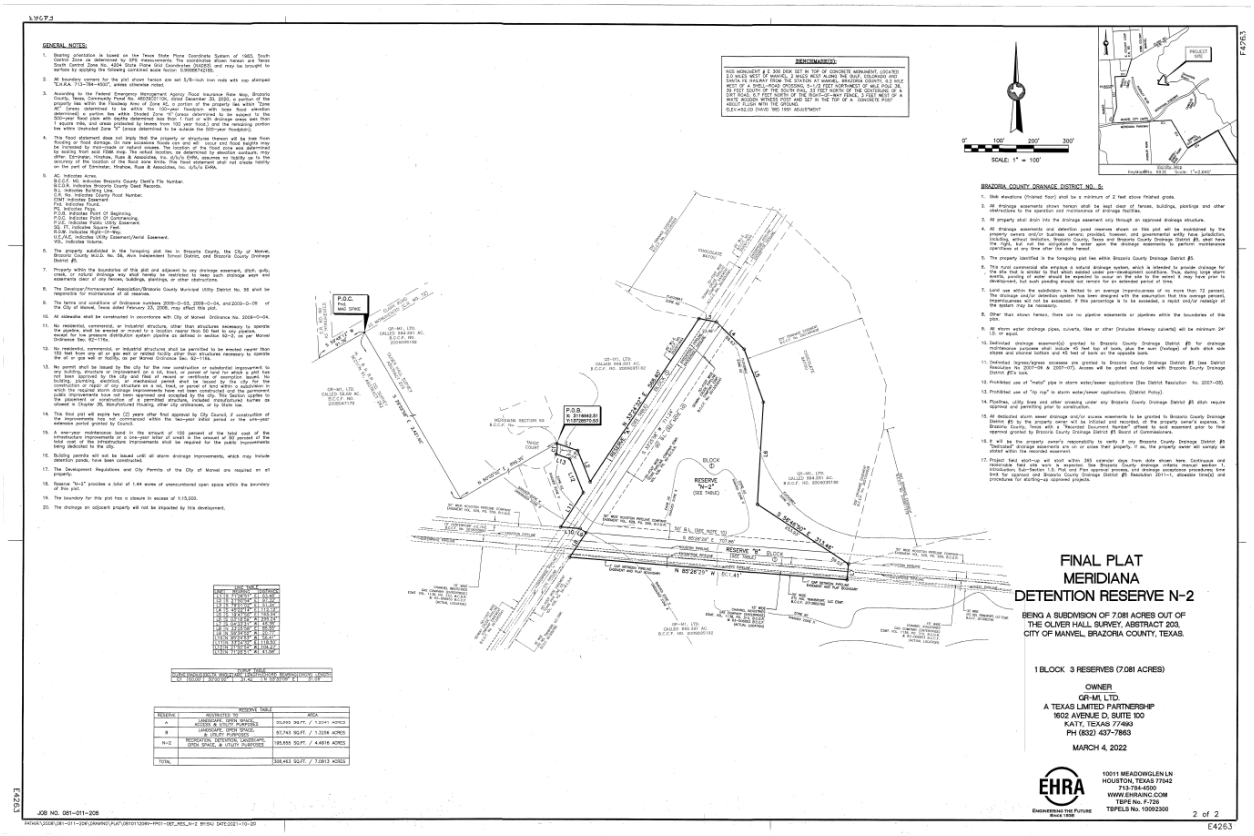
MARCH 4, 2022

EHRA
ENGINEERING THE FUTURE SINCE 1956
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

1 of 2

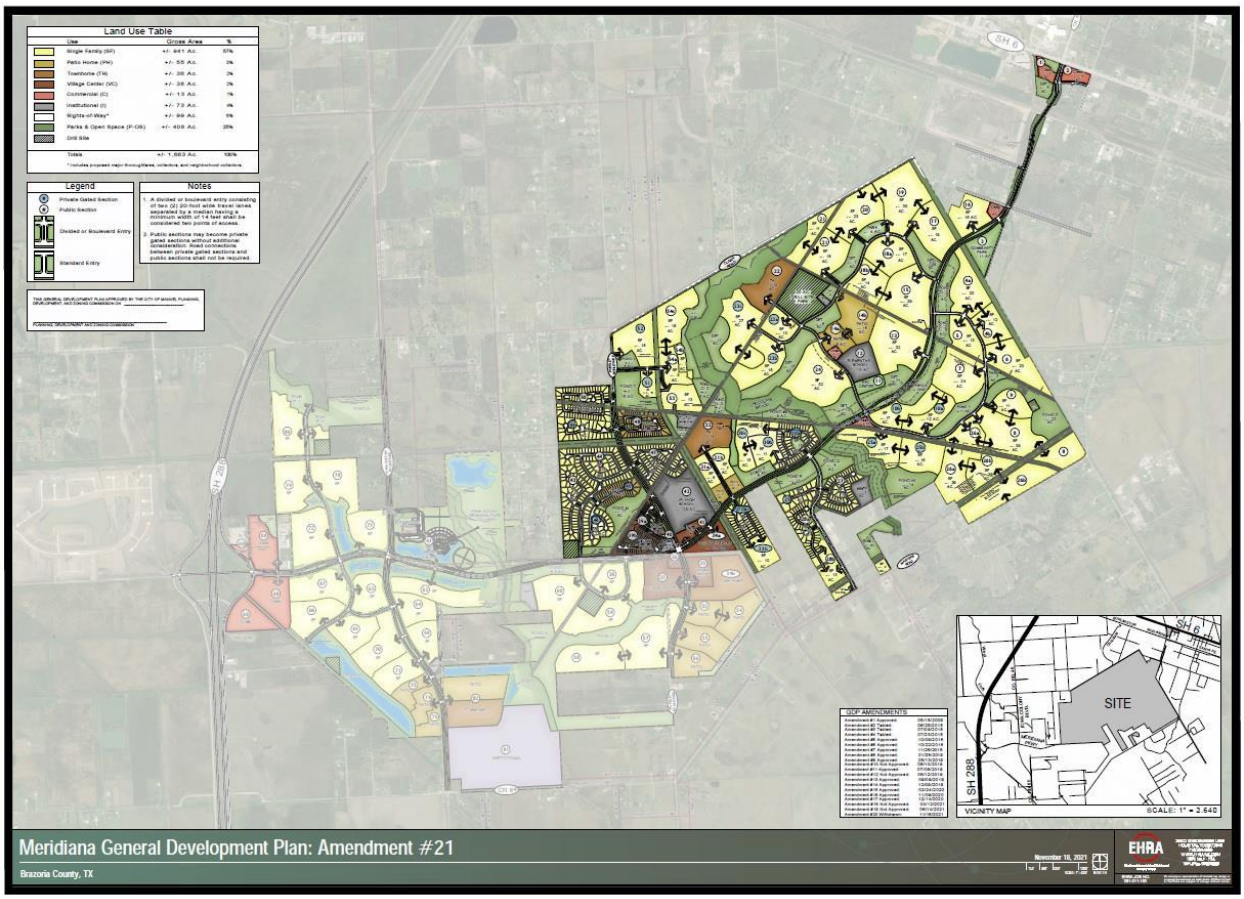
DEVELOPMENT SERVICES DEPARTMENT
20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Plat Exhibit



Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Meridiana General Development Plan Amendment No. 21 (dated November 19, 2021)



F4263

METES AND BOUNDS DESCRIPTION
MERIDIANA
DETENTION RESERVE N-2
BEING A 7.081 ACRE TRACT OF LAND SITUATED IN
THE OLIVER HALL SURVEY, ABSTRACT 203
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 7.081 ACRE TRACT OF LAND IN THE OLIVER HALL SURVEY, ABSTRACT 203, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT CALLED 884.331 ACRES DESCRIBED IN DEED TO GR-M1, LTD. RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2006035182; THE SAID 7.081 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a magnetized spike stamped "MAG SPIKE SURVEY MARK" found at the northerly common corner of said Oliver Hall Survey and the H. T. & B. R.R. Co. Survey, Section 61, Abstract 282, same being the northwest corner of the said 884.331 acre tract and the northeast corner of that certain tract called 56.69 acres described in deed to GR-M1, LTD. recorded under B.C.C.F. NO. 2008047179;

THENCE, South 29°59'58" East, along the common line of said 884.331 and said 56.69 acre tract, same being the common line of the Oliver Hall Survey and the H.T. & B. R.R. Co. Survey, for a distance of 2,421.66 feet to a point for corner;

THENCE, North 60°00'02" East, a distance of 899.35 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the most westerly northwest corner and the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, South 71°26'51" East, for a distance of 63.48 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

2) THENCE, South 21°50'54" East, for a distance of 97.32 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

3) THENCE, North 33°24'32" East, for a distance of 568.40 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the most northerly corner of the herein described tract of land;

4) THENCE, South 79°01'02" East, for a distance of 51.34 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

5) THENCE, South 45°22'14" East, for a distance of 112.12 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

6) THENCE, South 19°47'56" East, for a distance of 163.34 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

7) THENCE, South 03°18'59" West, for a distance of 295.24 feet to 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

8) THENCE, South 56°46'50" East, for a distance of 313.46 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner of a 350 foot Drainage Easement recorded under B.C.C.F. NO. 2020011218;

9) THENCE, South 04°33'31" West, for a distance of 46.36 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the southeasterly corner of the herein described tract of land;

10) THENCE, North 85°26'29" West, for a distance of 801.41 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner of the herein described tract of land;

11) THENCE, North 33°25'58" East, for a distance of 85.55 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

12) THENCE, North 56°34'02" West, for a distance of 20.77 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

13) THENCE, North 85°24'53" West, for a distance of 56.41 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

14) THENCE, North 33°24'32" East, for a distance of 118.50 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

15) THENCE, North 21°50'54" West, for a distance of 104.27 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

16) THENCE, North 71°26'51" West, for a distance of 41.58 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a curve to the left;

17) THENCE, in a northerly direction along the arc of said curve to the left having a radius of 60.00 feet, a central angle of 30°00'00", an arc length of 31.42 feet, and a chord bearing of North 03°33'09" East, for a distance of 31.06 feet to the POINT OF BEGINNING and containing 7.081 acres of land.

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this plat of MERIDIANA DETENTION RESERVE N-2 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

_____
Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of MERIDIANA DETENTION RESERVE N-2 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

_____
City Council

STATE OF TEXAS:

COUNTY OF BRAZORIA:

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, MERIDIANA DETENTION RESERVE N-2, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized this the 9th day of December, 2021.

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

BY: _____
Print Name: Matt Lawson
Title: President

STATE OF TEXAS }
COUNTY OF HARRIS }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of December 2021.

JACQULYN D. OVERTON
Notary ID #126072004-8
My Commission Expires
April 11, 2022

_____
Notary Public in and for the
State of Texas
My Notary Commission Expires April 11, 2022.

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

STATE OF TEXAS REGISTERED ROBERT L. BOELSCHE 4446 PROFESSIONAL LAND SURVEYOR

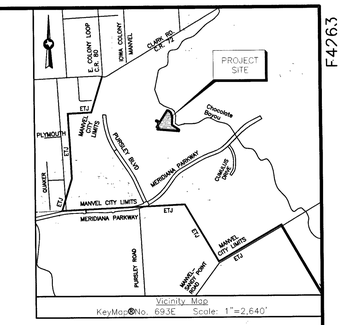
_____
Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

12/6/21		12/6/21	
Lee Walden, P.E., President	Date	Kerry L. Osburn Vice President	Date
12/6/21		12/6/21	
Brandon Middleton Secretary/Treasurer	Date	Jarrod D. Aden, P.E., C.F.M. District Engineer	Date

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD5 REF ID# B210058



Vicinity Map
KeyMap® No. 693E Scale: 1"=2,640'

BENCHMARK(S):

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

FINAL PLAT
MERIDIANA
DETENTION RESERVE N-2

BEING A SUBDIVISION OF 7.081 ACRES OUT OF
THE OLIVER HALL SURVEY, ABSTRACT 203,
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

1 BLOCK 3 RESERVES (7.081 ACRES)

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

MARCH 4, 2022

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

JOB NO. 081-011-206

PATH:R:\2008\081-011-206\DRAWING\PLAT\081011206V-FP01-DET_RES_N-2 BY:SVJ DATE:2021-10-20

E4263

E4263

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986742185.

2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods with cap stamped "E.H.R.A. 713-784-4500", unless otherwise noted.

3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020, a portion of the property lies within the Floodway Area of Zone AE, a portion of the property lies within "Zone AE" (areas determined to be within the 100-year floodplain with base flood elevation determined) a portion lies within Shaded Zone "X" (areas determined to be subject to the 500-year flood plain with depths determined less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 100 year flood.) and the remaining portion lies within Unshaded Zone "X" (areas determined to be outside the 500-year floodplain).

4. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

5. AC. Indicates Acres.
B.C.C.F. NO. indicates Brazoria County Clerk's File Number.
B.C.D.R. indicates Brazoria County Deed Records.
B.L. indicates Building Line.
C.R. No. indicates County Road Number.
ESMT indicates Easement
Fnd. indicates Found.
PG. indicates Page.
P.O.B. indicates Point Of Beginning.
P.O.C. indicates Point Of Commencing.
P.U.E. indicates Public Utility Easement.
SQ. FT. indicates Square Feet.
R.O.W. indicates Right-Of-Way.
U.E./A.E. indicates Utility Easement/Aerial Easement.
VOL. indicates Volume.

6. The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 56, Alvin Independent School District, and Brazoria County Drainage District #5.

7. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of any fences, buildings, plantings, or other obstructions.

8. The Developer/Homeowners' Association/Brazoria County Municipal Utility District No. 56 shall be responsible for maintenance of all reserves.

9. The terms and conditions of Ordinance numbers 2009-0-03, 2009-0-04, and 2009-0-05 of the City of Manvel, Texas dated February 23, 2009, may affect this plat.

10. All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009-0-04.

11. No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116a.

12. No residential, commercial, or industrial structures shall be permitted to be erected nearer than 150 feet from any oil or gas well or related facility other than structures necessary to operate the oil or gas well or facility, as per Manvel Ordinance Sec. 62-116b.

13. No permit shall be issued by the city for the new construction or substantial improvement to any building, structure or improvement on a lot, tract, or parcel of land for which a plat has not been approved by the city and filed of record or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by the city for the construction or repair of any structure on a lot, tract, or parcel of land within a subdivision in which the required storm drainage improvements have not been constructed and the permanent public improvements have not been approved and accepted by the city. This Section applies to the placement or construction of a permitted structure, included manufactured homes as allowed in Chapter 38, Manufactured Housing, other city ordinances, or by State law.

14. This final plat will expire two (2) years after final approval by City Council, if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by Council.

15. A one-year maintenance bond in the amount of 100 percent of the total cost of the infrastructure improvements or a one-year letter of credit in the amount of 50 percent of the total cost of the infrastructure improvements shall be required for the public improvements being dedicated to the city.

16. Building permits will not be issued until all storm drainage improvements, which may include detention ponds, have been constructed.

17. The Development Regulations and City Permits of the City of Manvel are required on all property.

18. Reserve "N-2" provides a total of 1.44 acres of unencumbered open space within the boundary of this plat.

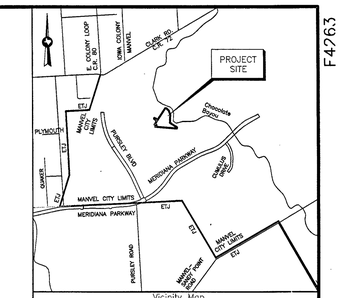
19. The boundary for this plat has a closure in excess of 1:15,000.

20. The drainage on adjacent property will not be impacted by this development.

BENCHMARK(S):

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

0' 100' 200' 300'
SCALE: 1" = 100'



Vicinity Map
KeyMap®No. 693E Scale: 1"=2,640'

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.

2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.

3. All property shall drain into the drainage easement only through an approved drainage structure.

4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.

5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.

6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.

7. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.

8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.

9. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.

10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.

11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.

12. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).

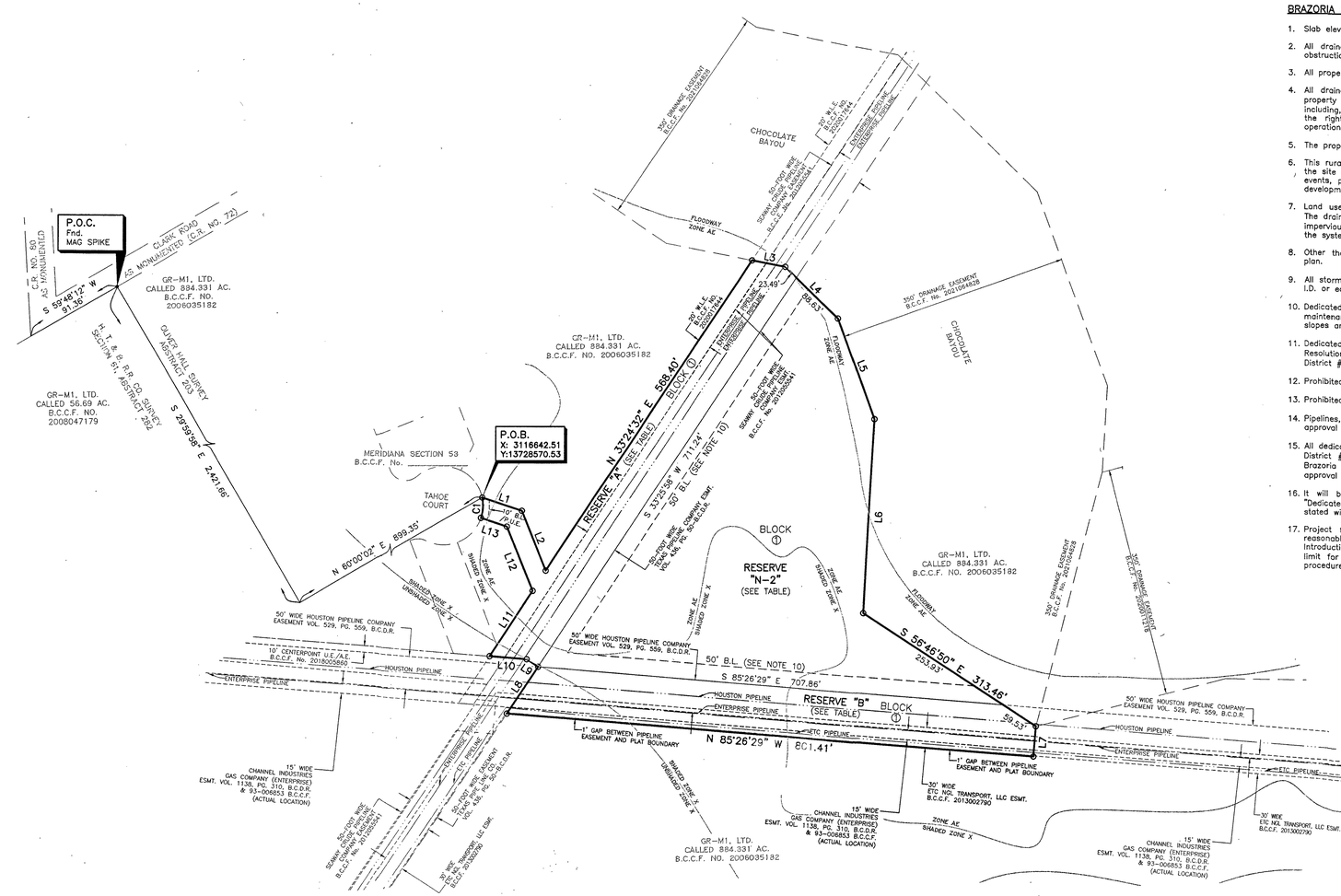
13. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).

14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.

15. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.

16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.

17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 21°26'51" E	63.48'
L2	S 21°50'54" E	97.32'
L3	S 79°01'02" E	51.34'
L4	S 49°22'14" E	112.12'
L5	S 19°47'56" E	163.34'
L6	S 03°18'59" W	295.24'
L7	S 04°33'31" W	46.38'
L8	N 33°25'58" E	85.55'
L9	N 56°34'02" W	20.77'
L10	N 85°24'53" W	56.41'
L11	N 33°24'32" E	118.50'
L12	N 21°50'54" W	104.27'
L13	N 71°26'51" W	41.58'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	60.00'	30°00'00"	31.42'	N 03°33'09" E	31.06'

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE, ACCESS & UTILITY PURPOSES	55,065 SQ.FT. / 1.2641 ACRES
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	57,743 SQ.FT. / 1.3256 ACRES
N-2	RECREATION, DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	195,655 SQ.FT. / 4.4916 ACRES
TOTAL		308,463 SQ.FT. / 7.0813 ACRES

FINAL PLAT
MERIDIANA
DETENTION RESERVE N-2

BEING A SUBDIVISION OF 7.081 ACRES OUT OF THE OLIVER HALL SURVEY, ABSTRACT 203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

1 BLOCK 3 RESERVES (7.081 ACRES)

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

MARCH 4, 2022

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

JOB NO. 081-011-206

Land Use Table

Use	Gross Area	%
Single Family (SF)	+/- 941 Ac.	57%
Patio Home (PH)	+/- 55 Ac.	3%
Townhome (TH)	+/- 36 Ac.	2%
Village Center (VC)	+/- 38 Ac.	2%
Commercial (C)	+/- 13 Ac.	1%
Institutional (I)	+/- 73 Ac.	4%
Rights-of-Way*	+/- 99 Ac.	6%
Parks & Open Space (P-OS)	+/- 408 Ac.	25%
Drill Site		
Totals	+/- 1,663 Ac.	100%

* Includes proposed major thoroughfares, collectors, and neighborhood collectors.

Legend

- Private Gated Section
- Public Section
- Divided or Boulevard Entry (See Note 1)
- Standard Entry (See Note 2)

Notes

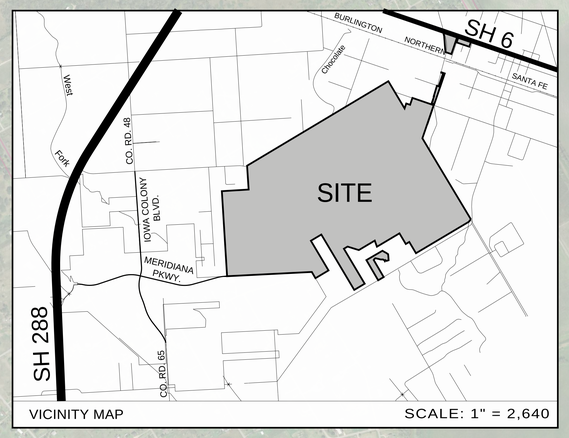
1. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 14 feet shall be considered two points of access.
2. A standard entry is the right-of-way width determined by Table 2 (Page 17) or as otherwise stated in the adopted O-PUD document.
3. Public sections may become private gated sections without additional consideration. Road connections between private gated sections and public sections shall not be required. This note shall not apply to Section 20 and Section 26 as identified on this document.
4. The Clark Road ingress/egress from Section 20 and S Masters Road ingress/egress from Section 26B shall maintain a minimum public right-of-way width of 60-feet with no parking.

THIS GENERAL DEVELOPMENT PLAN APPROVED BY THE CITY OF MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION ON _____.

_____
PLANNING, DEVELOPMENT AND ZONING COMMISSION

GDP AMENDMENTS

Amendment #1 Approved:	05/18/2009
Amendment #2 Tabled:	06/25/2018
Amendment #3 Tabled:	07/09/2018
Amendment #4 Tabled:	07/23/2018
Amendment #5 Approved:	10/09/2018
Amendment #6 Approved:	10/22/2018
Amendment #7 Approved:	11/26/2018
Amendment #8 Approved:	01/28/2019
Amendment #9 Approved:	05/13/2019
Amendment #10 Not Approved:	06/10/2019
Amendment #11 Approved:	07/08/2019
Amendment #12 Not Approved:	08/12/2019
Amendment #13 Approved:	09/09/2019
Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020
Amendment #17 Approved:	12/14/2020
Amendment #18 Not Approved:	04/12/2021
Amendment #19 Not Approved:	06/14/2021
Amendment #20 Withdrawn:	11/16/2021



VICINITY MAP SCALE: 1" = 2,640

Meridiana General Development Plan: Amendment #21

Brazoria County, TX

November 19, 2021

SCALE: 1"=600' 150' 300' 600' 1200' NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPLS No. 10092300

EHRA JOB NO. 081-011-150

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

City of Manvel

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

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

AGENDA REQUEST

REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

Planning, Development & Zoning	☐	City Council	☐	Both	x

Date of Request: March 14, 2022 PDZ & March 21, 2022 City Council

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

Person to Speak: Jared Bowlin or Brad Sweitzer

Daytime Phone: 713-784-4500 Fax Number: 713-784-4577

E-mail Address: jbowlin@ehrainc.com or bsweitzer@ehrainc.com

Description of Request and Physical Address:

Consideration and possible action to approve and forward with recommendation to City Council, Meridiana Section 39A Amending Plat No. 1, being a subdivision of 0.6423 acres out of the H.T. and B.R.R. Co. Survey, Section 55, A-286, City of Manvel, Brazoria County, Texas; also being an amending plat of Lots 11, 12, 53 and 54 in Block 1 in Meridiana Section 39A as recorded under Brazoria County, Plat Records 2021080365, Brazoria County, Texas.

Plats:
Preliminary _____
Final x

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

Jessica Rodriguez Digitally signed by Jessica Rodriguez Date: 2022.03.08 14:21:37 -06'00'

SIGNATURE

March 8, 2022

DATE

Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

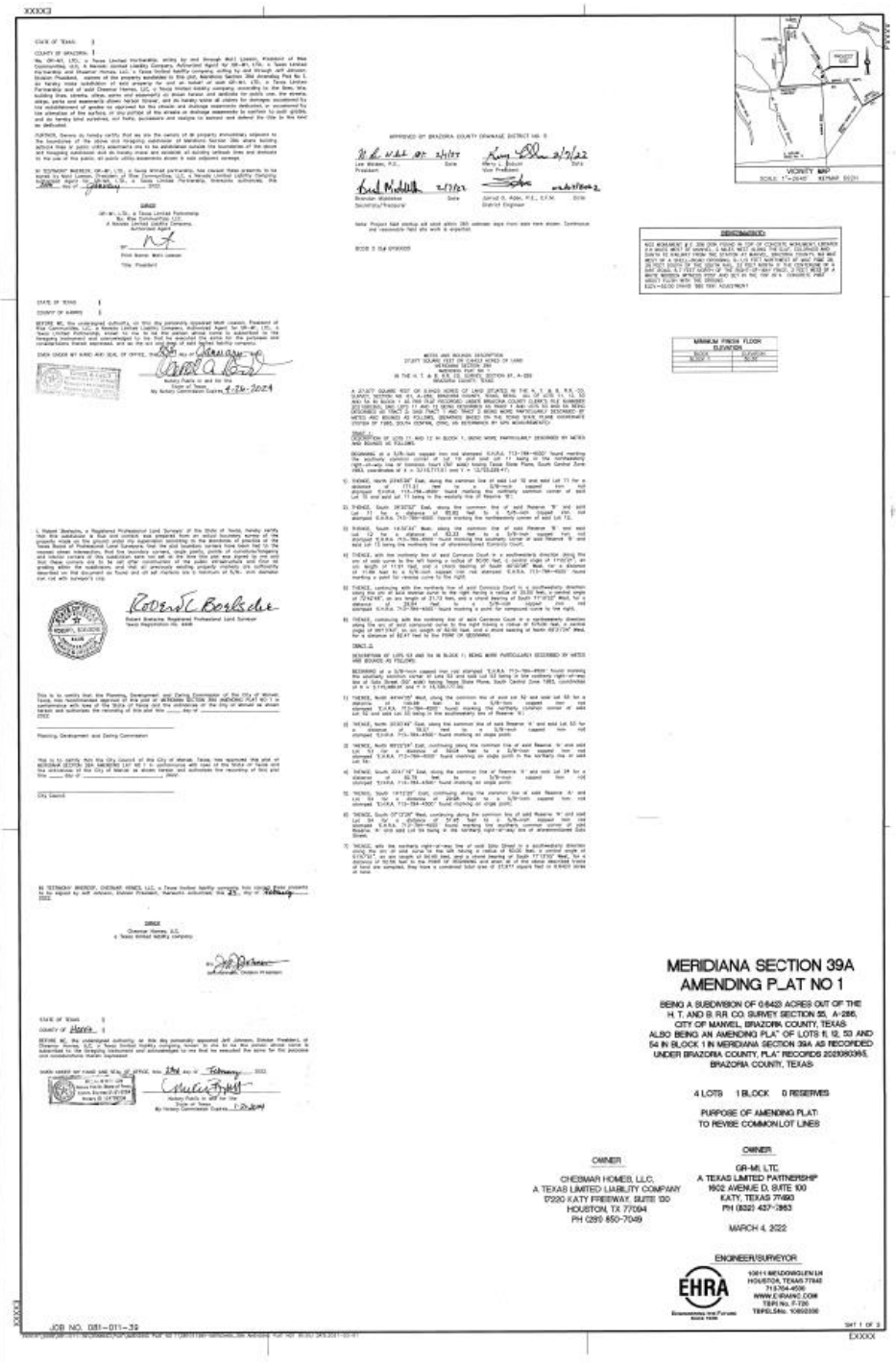
Planning, Development and Zoning Commission Plat Report

Plat Name	Meridiana Section 39A Amending Plat No. 1
Applicant	Lacey Bell, EHRA, Inc.
PD&Z Meeting Date	March 14, 2022
Recommendation	Approval
Submitted By	Jessica Rodriguez, Director of Development Services

Staff Recommendation

Staff recommends approval of the Meridiana Section 39A Amending Plat No. 1.

Plat Exhibit



MERIDIANA SECTION 39A
AMENDING P_AT NO 1

BEING A SUBDIVISION OF 0.6423 ACRES OUT OF THE H. T. AND B. RR CO. SURVEY SECTION 55, A-286, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS
ALSO BEING AN AMENDING PLAT OF LOTS 51, 52, 53 AND 54 IN BLOCK 1 IN MERIDIANA SECTION 39A AS RECORDED UNDER BRAZORIA COUNTY, PLAT RECORDS 2020080365, BRAZORIA COUNTY, TEXAS

4 LOTS 1 BLOCK 0 RESERVES

PURPOSE OF AMENDING PLAT:
TO REVISE COMMON LOT LINES

OWNER
CHESMAR HOMES, LLC.
A TEXAS LIMITED LIABILITY COMPANY
17220 KATY FREEWAY, SUITE 130
HOUSTON, TX 77094
PH (281) 850-7049

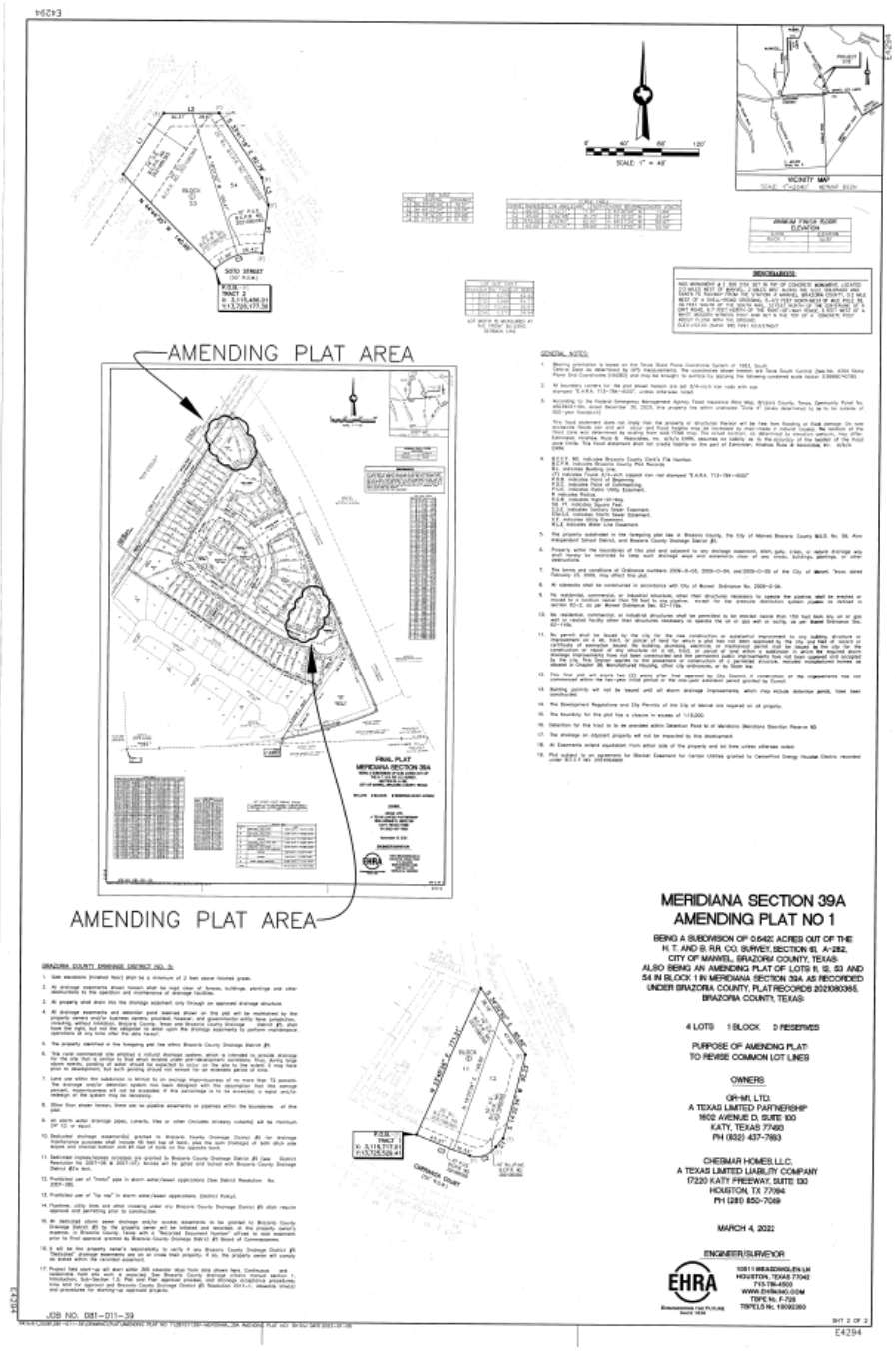
OWNER
GR-ML LTD.
A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, SUITE 100
KATY, TEXAS 77493
PH (832) 437-2953

MARCH 4, 2022

ENGINEER/SURVEYOR
EHRA
10411 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

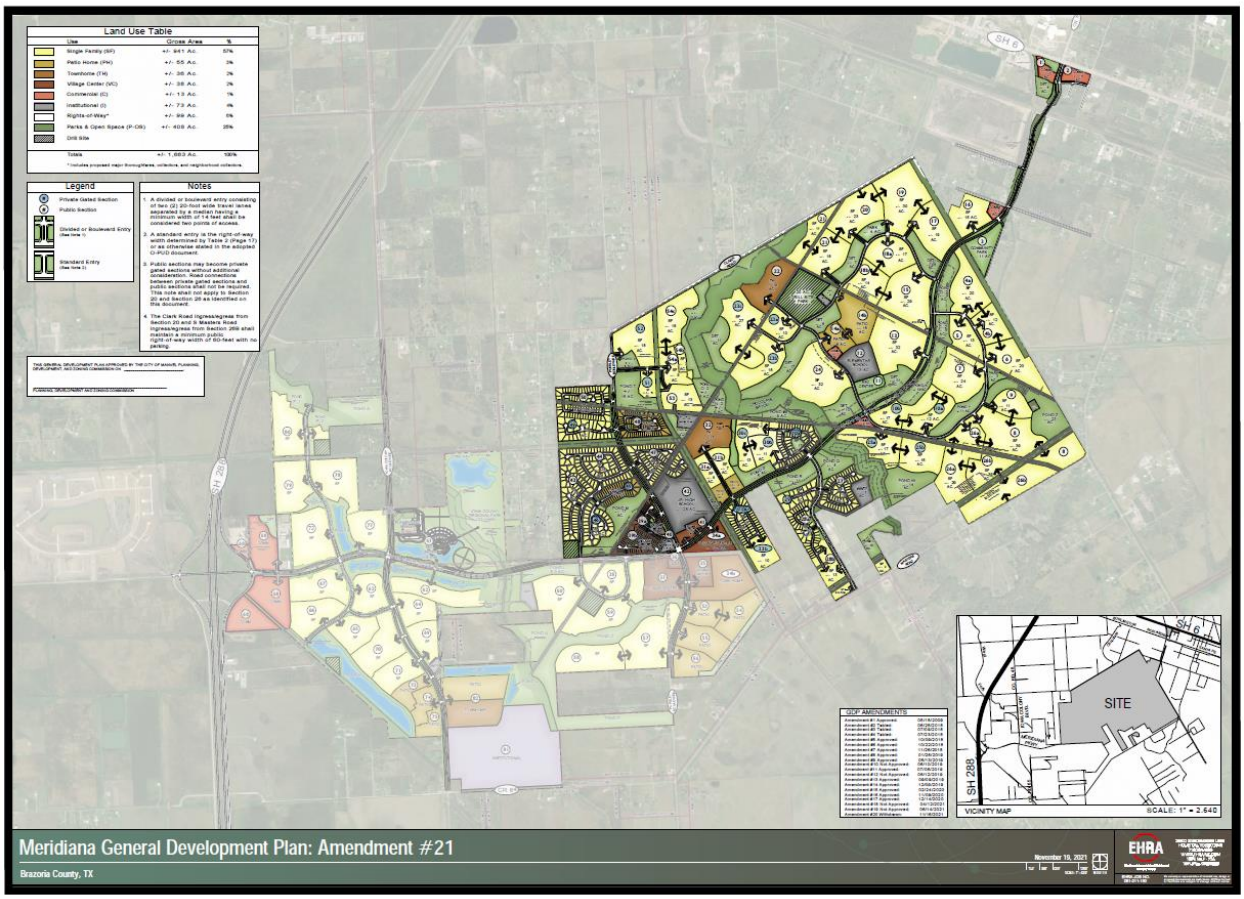
JOB NO. 081-011-39

Plat Exhibit

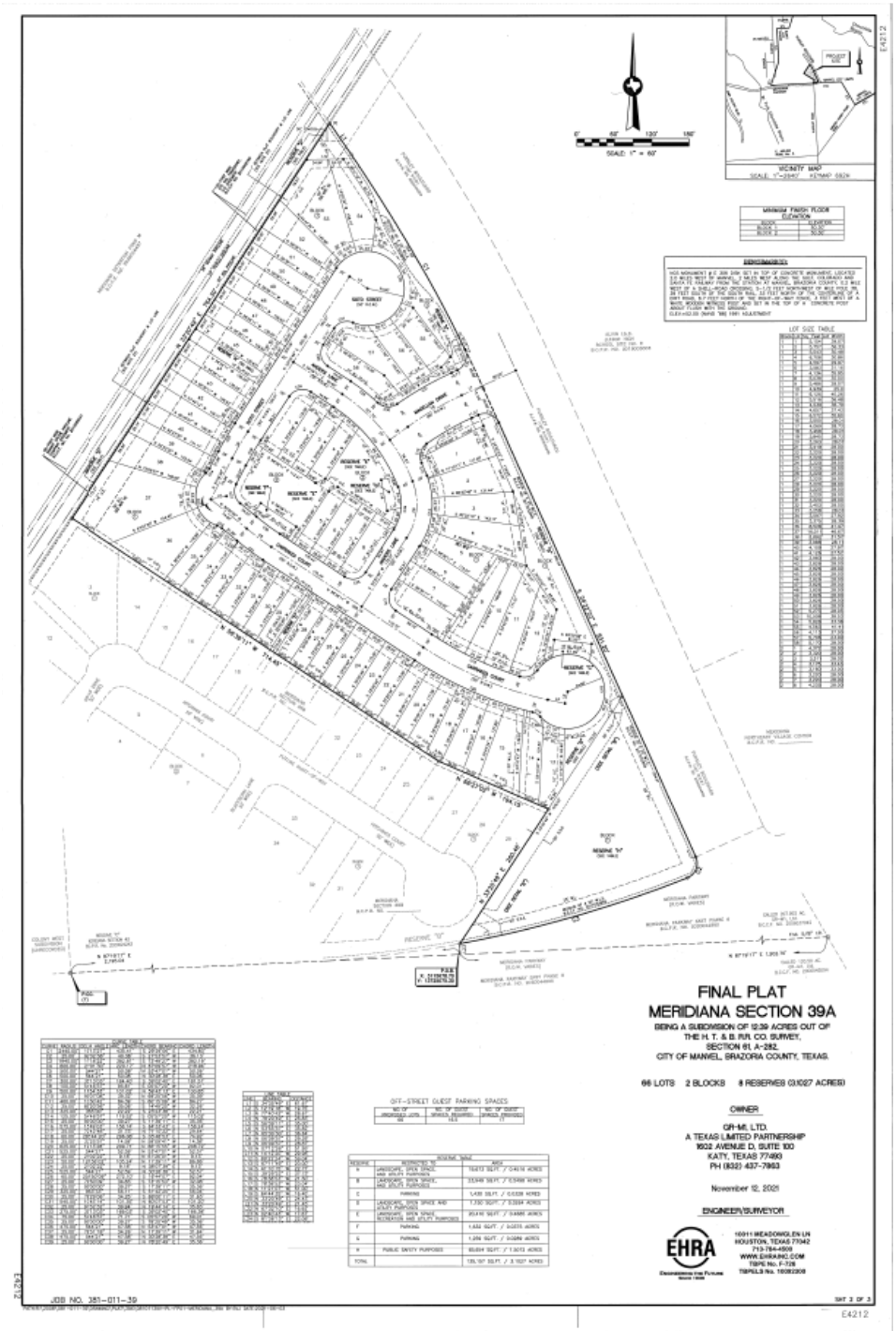


Development Services Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Meridiana General Development Plan Amendment No. 21 (dated November 19, 2021)



Meridiana Section 39A Final Plat (recorded)



STATE OF TEXAS: }

COUNTY OF BRAZORIA: }

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership and Chesmar Homes, LLC, a Texas limited liability company, acting by and through Jeff Johnson, Division President, owners of the property subdivided in this plat, Meridiana Section 39A Amending Plat No 1, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership and of said Chesmar Homes, LLC, a Texas limited liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, Owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 39A where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized, this 25th day of January, 2022.

OWNER

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

BY: _____

Print Name: Matt Lawson

Title: President

STATE OF TEXAS }

COUNTY OF HARRIS }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of January, 2022.

CAROLA A. REED
NOTARY PUBLIC STATE OF TEXAS
Notary ID # 126642029-9
Expires April 26, 2024

Notary Public in and for the
State of Texas
My Notary Commission Expires 4-26-2024

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

STATE OF TEXAS
REGISTERED
ROBERT L. BOELSCHE
4446
PROFESSIONAL
LAND SURVEYOR

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

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this plat of MERIDIANA SECTION 39A AMENDING PLAT NO 1 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

_____

Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of MERIDIANA SECTION 39A AMENDING LAT NO 1 in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2022.

_____

City Council

IN TESTIMONY WHEREOF, CHESMAR HOMES, LLC, a Texas limited liability company, has caused these presents to be signed by Jeff Johnson, Division President, thereunto authorized, this 23 day of February, 2022.

OWNER

Chesmar Homes, LLC,
a Texas limited liability company

BY: _____

Jeff Johnson, Division President

STATE OF TEXAS }

COUNTY OF Harris }

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Johnson, Division President, of Chesmar Homes, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of February, 2022.

MELANIE BURTON
Notary Public, State of Texas
Comm. Expires 01-21-2024
Notary ID 124799330

Notary Public in and for the
State of Texas
My Notary Commission Expires 1-21-2024

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., President — Date 2/1/22

Kerry L. Osburn, Vice President — Date 2/7/22

Brandon Middleton, Secretary/Treasurer — Date 2/7/22

Jarrod D. Aden, P.E., C.F.M., District Engineer — Date 02/07/2022

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD 5 ID# B190005

METES AND BOUNDS DESCRIPTION
27,977 SQUARE FEET OR 0.6423 ACRES OF LAND
MERIDIANA SECTION 39A
AMENDING PLAT NO 1
IN THE H. T. & B. R.R. CO. SURVEY, SECTION 61, A-282
BRAZORIA COUNTY, TEXAS

A 27,977 SQUARE FEET OR 0.6423 ACRES OF LAND SITUATED IN THE H. T. & B. R.R. CO. SURVEY, SECTION NO. 61, A-282, BRAZORIA COUNTY, TEXAS, BEING ALL OF LOTS 11, 12, 53 AND 54 IN BLOCK 1 AS PER PLAT RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMMBER 2021080365; SAID LOTS 11 AND 12 BEING DESCRIBED AS TRACT 1 AND LOTS 53 AND 54 BEING DESCRIBED AS TRACT 2; SAID TRACT 1 AND TRACT 2 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

TRACT 1:
DESCRIPTION OF LOTS 11 AND 12 IN BLOCK 1; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the southerly common corner of Lot 10 and said Lot 11 being in the northwesterly right-of-way line of Carranza Court (50' wide) having Texas State Plane, South Central Zone 1983, coordinates of X = 3,115,717.01 and Y = 13,725,529.41';

1) THENCE, North 23°45'26" East, along the common line of said Lot 10 and said Lot 11 for a distance of 171.21 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northerly common corner of said Lot 10 and said Lot 11 being in the westerly line of Reserve "B";

2) THENCE, South 34°20'52" East, along the common line of said Reserve "B" and said Lot 11 for a distance of 85.82 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northeasterly corner of said Lot 12;

3) THENCE, South 14°32'34" West, along the common line of said Reserve "B" and said Lot 12 for a distance of 92.23 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the southerly corner of said Reserve "B" and said Lot 12 being the northerly line of aforementioned Carranza Court;

4) THENCE, with the northerly line of said Carranza Court in a southwesterly direction along the arc of said curve to the left having a radius of 60.00 feet, a central angle of 11°22'21", an arc length of 11.91 feet, and a chord bearing of South 40°30'08" West, for a distance of 11.89 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for reverse curve to the right;

5) THENCE, continuing with the northerly line of said Carranza Court in a southwesterly direction along the arc of said reverse curve to the right having a radius of 25.00 feet, a central angle of 72°42'48", an arc length of 31.73 feet, and a chord bearing of South 71°10'22" West, for a distance of 29.64 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for compound curve to the right;

6) THENCE, continuing with the northerly line of said Carranza Court in a northwesterly direction along the arc of said compound curve to the right having a radius of 575.00 feet, a central angle of 06°13'40", an arc length of 62.50 feet, and a chord bearing of North 69°21'24" West, for a distance of 62.47 feet to the POINT OF BEGINNING.

TRACT 2:

DESCRIPTION OF LOTS 53 AND 54 IN BLOCK 1; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the southerly common corner of Lots 52 and said Lot 53 being in the northerly right-of-way line of Soto Street (50' wide) having Texas State Plane, South Central Zone 1983, coordinates of X = 3,115,486.01 and Y = 13,726,177.30;

1) THENCE, North 44°44'35" West, along the common line of said Lot 52 and said Lot 53 for a distance of 140.96 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northerly common corner of said Lot 52 and said Lot 53 being in the southeasterly line of Reserve "A";

2) THENCE, North 33°20'49" East, along the common line of said Reserve "A" and said Lot 53 for a distance of 78.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

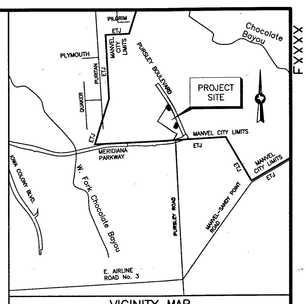
3) THENCE, North 89°22'24" East, continuing along the common line of said Reserve "A" and said Lot 53 for a distance of 59.04 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point in the northerly line of said Lot 54;

4) THENCE, South 33°41'19" East, along the common line of Reserve "A" and said Lot 54 for a distance of 82.79 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

5) THENCE, South 14°12'20" East, continuing along the common line of said Reserve "A" and Lot 54 for a distance of 29.98 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

6) THENCE, South 07°12'26" West, continuing along the common line of said Reserve "A" and said Lot 54 for a distance of 51.95 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the southerly common corner of said Reserve "A" and said Lot 54 being in the northerly right-of-way line of aforementioned Soto Street;

7) THENCE, with the northerly right-of-way line of said Soto Street in a southwesterly direction along the arc of said curve to the left having a radius of 60.00 feet, a central angle of 51°57'01", an arc length of 54.40 feet, and a chord bearing of South 71°13'55" West, for a distance of 52.56 feet to the POINT OF BEGINNING and when all of the above described tracts of land are compiled, they have a combined total area of 27,977 square feet or 0.6423 acres of land.



VICINITY MAP
SCALE: 1"=2640' KEYMAP 692H

BENCHMARK(S):

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

MINIMUM FINISH FLOOR ELEVATION	
BLOCK	ELEVATION
BLOCK 1	50.30'

MERIDIANA SECTION 39A AMENDING PLAT NO 1

BEING A SUBDIVISION OF 0.6423 ACRES OUT OF THE H. T. AND B. R.R. CO. SURVEY, SECTION 55, A-286, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS; ALSO BEING AN AMENDING PLAT OF LOTS 11, 12, 53 AND 54 IN BLOCK 1 IN MERIDIANA SECTION 39A AS RECORDED UNDER BRAZORIA COUNTY, PLAT RECORDS 2021080365, BRAZORIA COUNTY, TEXAS:

4 LOTS 1 BLOCK 0 RESERVES

PURPOSE OF AMENDING PLAT:
TO REVISE COMMON LOT LINES

OWNER

CHESMAR HOMES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
17220 KATY FREEWAY, SUITE 130
HOUSTON, TX 77094
PH (281) 850-7049

OWNER

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

MARCH 4, 2022

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE
SINCE 1936

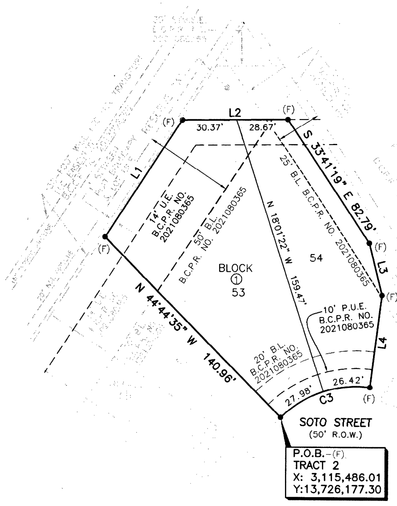
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

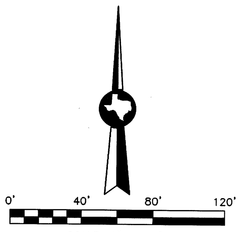
JOB NO. 081-011-39

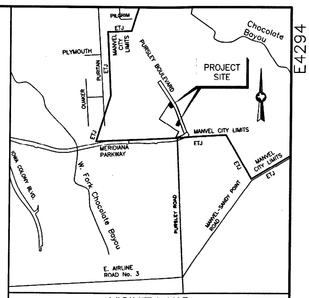
SHT 1 OF 2

PATH:R:\2008\081-011-39\DRAWING\PLAT\AMENDING PLAT NO 1\081011390-MERIDIANA_39A AMENDING PLAT NO1 BY:SVJ DATE:2021-03-01

EXXXX







VICINITY MAP
SCALE: 1"=2640' KEYMAP 692H

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 33°20'49" E	78.57'
L2	N 89°22'24" E	59.04'
L3	S 14°12'20" E	29.98'
L4	S 07°12'26" W	51.95'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	60.00'	11°22'21"	11.91'	S 40°30'08" W	11.89'
C2	25.00'	72°42'48"	31.71'	S 71°10'22" W	29.64'
C3	575.00'	6°13'40"	62.50'	N 69°21'24" W	62.47'
C3	60.00'	51°57'01"	54.40'	S 71°13'55" W	52.58'

MINIMUM FINISH FLOOR ELEVATION	
BLOCK	ELEVATION
BLOCK 1	53.30'

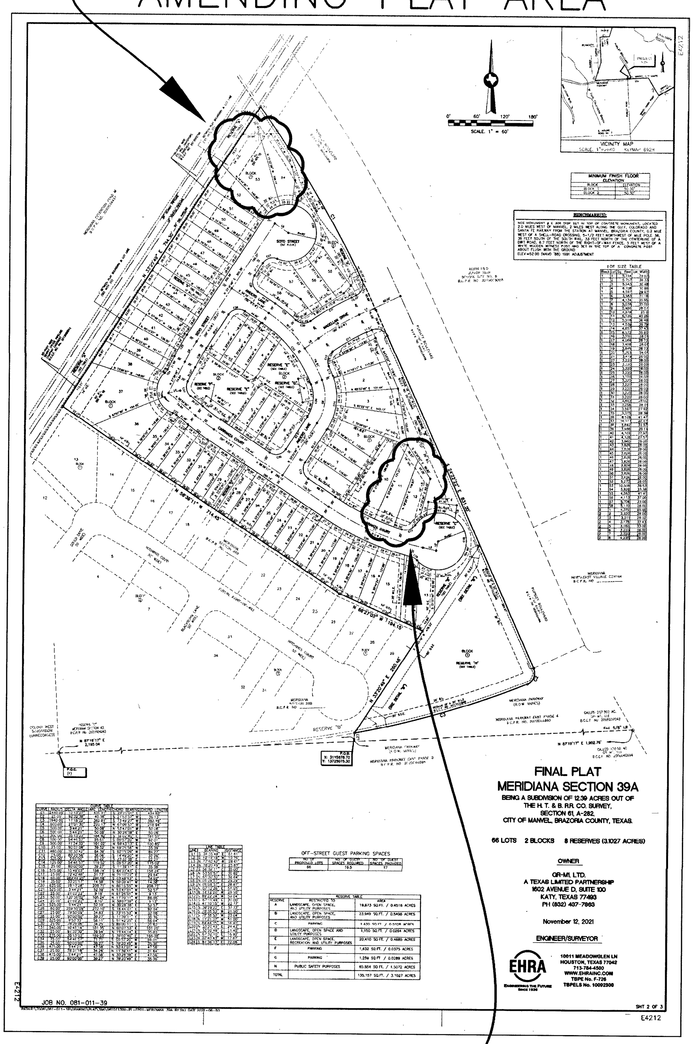
LOT SIZE TABLE			
Block	Lot	Sq. Feet	Lot Width
1	11	6,076	42.42
1	12	5,566	51.77
1	53	10,063	36.97
1	54	6,270	34.94

LOT WIDTH IS MEASURED AT THE FRONT BUILDING SETBACK LINE

BENCHMARK(S):

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

AMENDING PLAT AREA



AMENDING PLAT AREA

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986742185.
2. All boundary corners for the plat shown hereon are set 3/4-inch iron rods with cap stamped "E.H.R.A. 713-784-4500", unless otherwise noted.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020, this property lies within unshaded "Zone X" (areas determined to be to be outside of 500-year floodplain)

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
4. B.C.C.F. NO. indicates Brazoria County Clerk's File Number.
   B.C.P.R. indicates Brazoria County Plat Records.
   B.L. indicates Building Line.
   (F) indicates Found 3/4-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
   P.O.B. indicates Point of Beginning
   P.O.C. indicates Point of Commencing.
   P.U.E. indicates Public Utility Easement.
   R indicates Radius.
   R.O.W. indicates Right-Of-Way.
   SQ. FT. indicates Square Feet.
   S.S.E. indicates Sanitary Sewer Easement.
   STM.S.E. indicates Storm Sewer Easement.
   U.E. indicates Utility Easement.
   W.L.E. indicates Water Line Easement.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 56, Alvin Independent School District, and Brazoria County Drainage District #5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of any fences, buildings, plantings, or other obstructions.
7. The terms and conditions of Ordinance numbers 2009-O-03, 2009-O-04, and 2009-O-05 of the City of Manvel, Texas dated February 23, 2009, may affect this plat.
8. All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009-O-04.
9. No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116a.
10. No residential, commercial, or industrial structures shall be permitted to be erected nearer than 150 feet from any oil or gas well or related facility other than structures necessary to operate the oil or gas well or facility, as per Manvel Ordinance Sec. 62-116b.
11. No permit shall be issued by the city for the new construction or substantial improvement to any building, structure or improvement on a lot, tract, or parcel of land for which a plat has not been approved by the city and filed of record or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by the city for the construction or repair of any structure on a lot, tract, or parcel of land within a subdivision in which the required storm drainage improvements have not been constructed and the permanent public improvements have not been approved and accepted by the city. This Section applies to the placement or construction of a permitted structure, included manufactured homes as allowed in Chapter 38, Manufactured Housing, other city ordinances, or by State law.
12. This final plat will expire two (2) years after final approval by City Council, if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by Council.
13. Building permits will not be issued until all storm drainage improvements, which may include detention ponds, have been constructed.
14. The Development Regulations and City Permits of the City of Manvel are required on all property.
15. The boundary for this plat has a closure in excess of 1:15,000.
16. Detention for this tract is to be provided within Detention Pond M of Meridiana (Meridiana Detention Reserve M).
17. The drainage on adjacent property will not be impacted by this development.
18. All Easements extend equidistant from either side of the property and lot lines unless otherwise noted.
19. Plat subject to an agreement for Blanket Easement for Certain Utilities granted to CenterPoint Energy Houston Electric recorded under B.C.C.F. NO. 2021064960.

MERIDIANA SECTION 39A AMENDING PLAT NO 1

BEING A SUBDIVISION OF 0.6423 ACRES OUT OF THE H. T. AND B. R.R. CO. SURVEY, SECTION 61, A-282, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS:
ALSO BEING AN AMENDING PLAT OF LOTS 11, 12, 53 AND 54 IN BLOCK 1 IN MERIDIANA SECTION 39A AS RECORDED UNDER BRAZORIA COUNTY, PLAT RECORDS 2021080365, BRAZORIA COUNTY, TEXAS:

4 LOTS 1 BLOCK 0 RESERVES

PURPOSE OF AMENDING PLAT:
TO REVISE COMMON LOT LINES

OWNERS

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

CHESMAR HOMES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
17220 KATY FREEWAY, SUITE 130
HOUSTON, TX 77094
PH (281) 850-7049

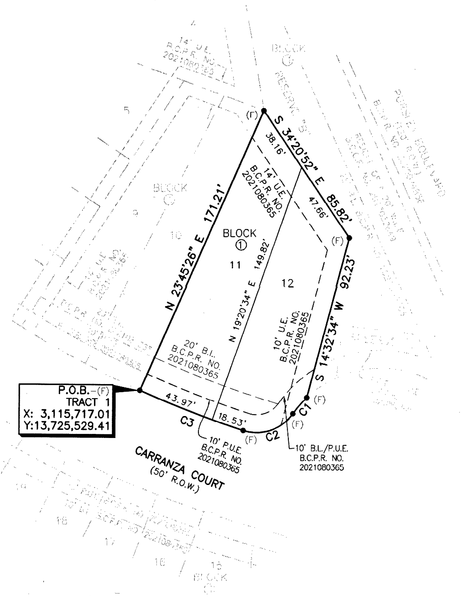
MARCH 4, 2022

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.
9. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
13. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5, Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.



JOB NO. 081-011-39

Land Use Table

Use	Gross Area	%
Single Family (SF)	+/- 941 Ac.	57%
Patio Home (PH)	+/- 55 Ac.	3%
Townhome (TH)	+/- 36 Ac.	2%
Village Center (VC)	+/- 38 Ac.	2%
Commercial (C)	+/- 13 Ac.	1%
Institutional (I)	+/- 73 Ac.	4%
Rights-of-Way*	+/- 99 Ac.	6%
Parks & Open Space (P-OS)	+/- 408 Ac.	25%
Drill Site		
Totals	+/- 1,663 Ac.	100%

* Includes proposed major thoroughfares, collectors, and neighborhood collectors.

Legend

- Private Gated Section
- Public Section
- Divided or Boulevard Entry (See Note 1)
- Standard Entry (See Note 2)

Notes

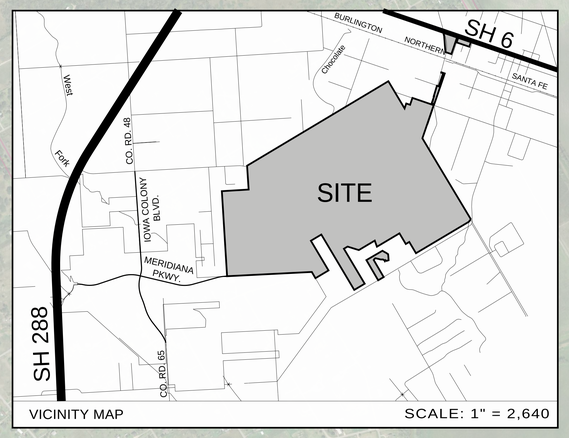
1. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 14 feet shall be considered two points of access.
2. A standard entry is the right-of-way width determined by Table 2 (Page 17) or as otherwise stated in the adopted O-PUD document.
3. Public sections may become private gated sections without additional consideration. Road connections between private gated sections and public sections shall not be required. This note shall not apply to Section 20 and Section 26 as identified on this document.
4. The Clark Road ingress/egress from Section 20 and S Masters Road ingress/egress from Section 26B shall maintain a minimum public right-of-way width of 60-feet with no parking.

THIS GENERAL DEVELOPMENT PLAN APPROVED BY THE CITY OF MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION ON _____.

_____
PLANNING, DEVELOPMENT AND ZONING COMMISSION

GDP AMENDMENTS

Amendment #1 Approved:	05/18/2009
Amendment #2 Tabled:	06/25/2018
Amendment #3 Tabled:	07/09/2018
Amendment #4 Tabled:	07/23/2018
Amendment #5 Approved:	10/09/2018
Amendment #6 Approved:	10/22/2018
Amendment #7 Approved:	11/26/2018
Amendment #8 Approved:	01/28/2019
Amendment #9 Approved:	05/13/2019
Amendment #10 Not Approved:	06/10/2019
Amendment #11 Approved:	07/08/2019
Amendment #12 Not Approved:	08/12/2019
Amendment #13 Approved:	09/09/2019
Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020
Amendment #17 Approved:	12/14/2020
Amendment #18 Not Approved:	04/12/2021
Amendment #19 Not Approved:	06/14/2021
Amendment #20 Withdrawn:	11/16/2021



VICINITY MAP SCALE: 1" = 2,640

Meridiana General Development Plan: Amendment #21

Brazoria County, TX

November 19, 2021

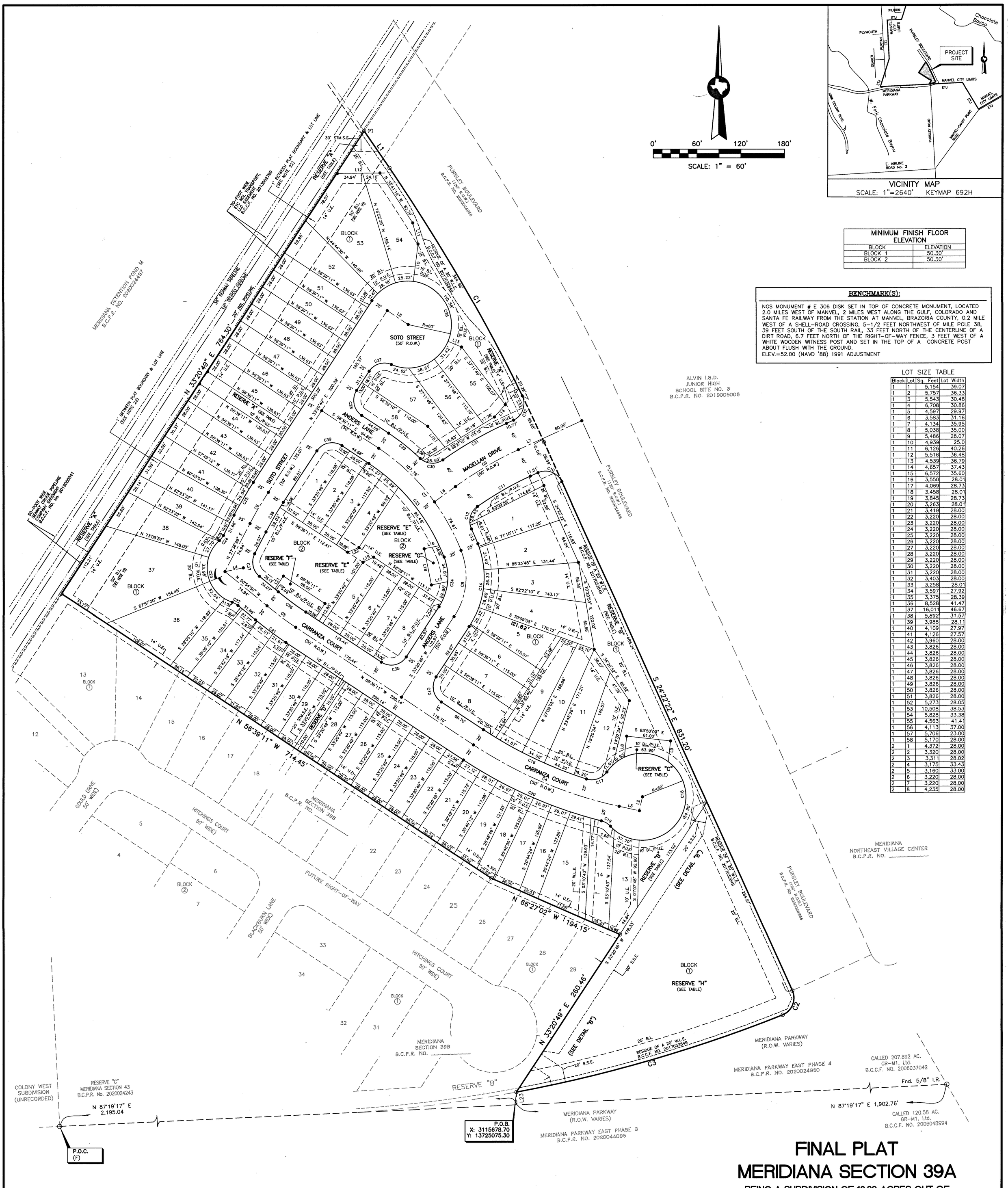
SCALE: 1"=600' 150' 300' 600' 1200' NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPLS No. 10092300

EHRA JOB NO. 081-011-150

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.



MINIMUM FINISH FLOOR ELEVATION	
BLOCK	ELEVATION
BLOCK 1	50.30'
BLOCK 2	50.30'

BENCHMARK(S):

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

LOT SIZE TABLE

Block	Lot	Sq. Feet	Lot Width
1	1	5,154	39.07
1	2	5,757	36.33
1	3	5,543	30.48
1	4	6,708	30.86
1	5	4,597	29.97
1	6	3,583	31.16
1	7	4,134	35.95
1	8	5,038	35.00
1	9	5,486	28.07
1	10	4,939	25.0
1	11	6,126	40.26
1	12	5,516	36.48
1	13	4,539	36.79
1	14	4,657	37.43
1	15	6,572	35.60
1	16	3,550	28.01
1	17	4,069	28.73
1	18	3,458	28.01
1	19	3,845	28.73
1	20	3,263	28.01
1	21	3,419	28.00
1	22	3,220	28.00
1	23	3,220	28.00
1	24	3,220	28.00
1	25	3,220	28.00
1	26	3,220	28.00
1	27	3,220	28.00
1	28	3,220	28.00
1	29	3,220	28.00
1	30	3,220	28.00
1	31	3,220	28.00
1	32	3,403	28.00
1	33	3,258	28.01
1	34	3,597	27.92
1	35	3,375	28.39
1	36	8,528	41.47
1	37	16,011	46.67
1	38	5,892	31.57
1	39	3,988	28.11
1	40	4,109	27.97
1	41	4,126	27.57
1	42	3,960	28.00
1	43	3,826	28.00
1	44	3,826	28.00
1	45	3,826	28.00
1	46	3,826	28.00
1	47	3,826	28.00
1	48	3,826	28.00
1	49	3,826	28.00
1	50	3,826	28.00
1	51	3,826	28.00
1	52	5,273	28.05
1	53	10,508	38.53
1	54	5,828	33.38
1	55	4,563	41.41
1	56	4,113	37.00
1	57	5,706	23.00
1	58	5,170	28.00
2	1	4,372	28.00
2	2	3,320	28.00
2	3	3,311	28.02
2	4	3,175	33.43
2	5	3,160	33.00
2	6	3,220	28.00
2	7	3,220	28.00
2	8	4,235	28.00

FINAL PLAT
MERIDIANA SECTION 39A

BEING A SUBDIVISION OF 12.39 ACRES OUT OF
THE H. T. & B. R.R. CO. SURVEY,
SECTION 61, A-282,
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

66 LOTS 2 BLOCKS 8 RESERVES (3.1027 ACRES)

OWNER

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

November 12, 2021

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936

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

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2440.00'	10°13'27"	435.41'	S 29°29'06" E	434.83'
C2	25.00'	92°32'38"	40.38'	S 21°53'57" W	36.13'
C3	1940.00'	11°18'22"	382.81'	S 73°49'27" W	382.19'
C4	600.00'	21°01'30"	220.17'	N 67°09'57" W	218.94'
C5	500.00'	5°44'21"	50.08'	N 53°47'01" W	50.06'
C6	500.00'	5°44'21"	50.08'	N 30°28'38" E	50.06'
C7	300.00'	35°13'03"	184.40'	S 39°02'40" E	181.51'
C8	100.00'	54°46'57"	95.61'	S 05°57'20" W	92.01'
C9	500.00'	11°34'33"	101.02'	N 59°43'13" E	100.85'
C10	25.00'	90°07'08"	39.32'	N 69°25'56" W	35.39'
C11	460.00'	10°30'42"	84.39'	S 60°15'09" W	84.27'
C12	25.00'	80°20'56"	35.06'	S 14°49'20" W	32.26'
C13	325.00'	3°55'00"	22.22'	S 23°23'38" E	22.21'
C14	125.00'	54°46'57"	119.52'	S 05°57'20" W	115.02'
C15	25.00'	90°00'00"	39.27'	S 11°39'11" E	35.36'
C16	575.00'	15°49'03"	158.74'	S 64°33'43" E	158.24'
C17	25.00'	72°42'48"	31.73'	N 71°10'22" E	29.64'
C18	60.00'	282°44'20"	296.08'	S 03°48'53" E	74.92'
C19	25.00'	33°25'57"	14.59'	N 59°09'41" W	14.38'
C20	625.00'	19°13'28"	209.71'	N 66°15'55" W	208.72'
C21	525.00'	5°44'21"	52.59'	N 53°47'01" W	52.57'
C22	25.00'	21°02'22"	9.18'	N 61°26'01" W	9.13'
C23	50.00'	120°36'02"	105.24'	N 11°39'11" W	86.86'
C24	25.00'	21°02'22"	9.18'	N 38°07'39" E	9.13'
C25	525.00'	5°44'21"	52.59'	N 30°28'38" E	52.57'
C26	60.00'	259°50'09"	272.10'	S 16°44'07" E	92.04'
C27	25.00'	79°50'09"	34.83'	S 73°15'53" W	32.08'
C28	25.00'	90°00'00"	39.27'	S 11°39'11" E	35.36'
C29	325.00'	9°53'33"	56.11'	S 51°42'25" E	56.04'
C30	25.00'	78°29'06"	34.25'	S 86°00'11" E	31.63'
C31	540.00'	10°45'14"	101.35'	N 60°07'53" E	101.20'
C32	25.00'	91°32'32"	39.94'	N 19°44'14" E	35.83'
C33	275.00'	35°13'03"	169.03'	S 39°02'40" E	166.38'
C34	75.00'	54°46'57"	71.71'	S 05°57'20" W	69.01'
C35	25.00'	90°00'00"	39.27'	S 78°20'49" W	35.36'
C36	475.00'	5°44'21"	47.58'	N 53°47'01" W	47.56'
C37	25.00'	78°31'18"	34.26'	N 11°39'11" W	31.64'
C38	475.00'	5°44'21"	47.58'	N 30°28'38" E	47.56'
C39	25.00'	90°00'00"	39.27'	N 78°20'49" E	35.36'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 34°35'49" E	61.61'
L2	S 12°19'18" W	19.75'
L3	N 77°40'42" W	28.61'
L4	N 78°20'49" E	25.83'
L5	S 56°39'11" E	35.00'
L6	N 53°55'57" E	35.82'
L7	N 65°30'30" E	36.64'
L8	N 06°09'57" E	29.29'
L9	N 06°09'57" E	28.87'
L10	N 07°12'26" E	51.95'
L11	N 14°12'20" W	29.98'
L12	S 89°22'24" W	59.04'
L13	S 67°11'49" E	20.00'
L14	S 41°10'15" W	22.77'
L15	S 39°29'22" E	37.73'
L16	S 78°38'53" W	21.50'
L17	S 78°38'53" W	23.04'
L18	N 11°21'07" W	51.00'
L19	S 64°44'35" W	16.40'
L20	N 33°20'49" E	24.43'
L21	N 33°20'49" E	21.45'
L22	N 67°32'10" E	16.92'
L23	N 02°40'43" W	17.67'
L24	S 81°36'13" E	22.06'

OFF-STREET GUEST PARKING SPACES

NO. OF PROPOSED LOTS	NO. OF GUEST SPACES REQUIRED	NO. OF GUEST SPACES PROVIDED
66	16.5	17

RESERVE TABLE

RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	19,673 SQ.FT. / 0.4516 ACRES
B	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	23,949 SQ.FT. / 0.5498 ACRES
C	PARKING	1,430 SQ.FT. / 0.0328 ACRES
D	LANDSCAPE, OPEN SPACE AND UTILITY PURPOSES	1,150 SQ.FT. / 0.0264 ACRES
E	LANDSCAPE, OPEN SPACE, RECREATION AND UTILITY PURPOSES	20,410 SQ.FT. / 0.4685 ACRES
F	PARKING	1,632 SQ.FT. / 0.0375 ACRES
G	PARKING	1,259 SQ.FT. / 0.0289 ACRES
H	PUBLIC SAFETY PURPOSES	65,654 SQ.FT. / 1.5072 ACRES
TOTAL		135,157 SQ.FT. / 3.1027 ACRES

JOB NO. 081-011-39

SHT 2 OF 3

PATH:R:\2008\081-011-39\DRAWING\PLAT\39A\08101139V-PL-FP01-MERIDIANA_39A BY:SVJ DATE:2021-06-03

E4212

E4212

Conformed Copy
2021080365

STATE OF TEXAS: §

COUNTY OF BRAZORIA: §

We, GR–M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR–M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, Meridiana Section 39A, do hereby make subdivision of said property for and on behalf of said GR–M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, Owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 39A where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

IN TESTIMONY WHEREOF, GR–M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR–M1, LTD., a Texas Limited Partnership, thereunto authorized, this 2nd day of June, 2021.

OWNER

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

BY: [signature]

Print Name: Matt Lawson

Title: President

STATE OF TEXAS §

COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of June, 2021.

CAROL A. REDD
Notary ID #13064028-9
My Commission Expires
April 26, 2024

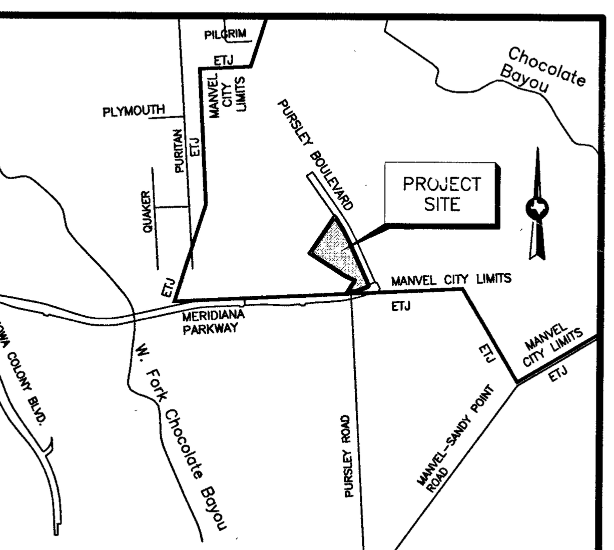
[signature]
Notary Public in and for the
State of Texas
My Notary Commission Expires 4-26-2024

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., President	Date 5/7/21	Kerry L. Osburn, Vice President	Date 5/3/21
Mark Roller, Secretary/Treasurer	Date 5/3/21	Jarrod D. Aden, P.E., C.F.M., District Engineer	Date 5/3/2021

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD 5 ID# B190005



VICINITY MAP
SCALE: 1"=2640' KEYMAP 692H

BENCHMARK(S):

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

MINIMUM FINISH FLOOR ELEVATION	
BLOCK	ELEVATION
BLOCK 1	50.30'
BLOCK 2	50.30'

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

STATE OF TEXAS
REGISTERED
ROBERT L. BOELSCHE
4446
PROFESSIONAL
LAND SURVEYOR

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

METES AND BOUNDS DESCRIPTION
MERIDIANA SECTION 39A
12.39 ACRES
H. T. & B. R.R. CO. SURVEY, SECTION 61, A–282
BRAZORIA COUNTY, TEXAS

A 12.39 ACRE TRACT OF LAND SITUATED IN THE H. T. & B. R.R. CO. SURVEY, SECTION NO. 61, A–282, BRAZORIA COUNTY, TEXAS, BEING OUT THAT CERTAIN TRACT CONVEYED TO GR–M1, LTD. CALLED 207.892 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE No. (B.C.C.F. No.) 2006037042; SAID 12.39 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" found marking the southwesterly corner of the said called 207.892 acre tract being the southeasterly corner of Colony West (an unrecorded subdivision), same being the southwesterly corner of Reserve "C" of Meridiana Section 43 as recorded in Brazoria County Plat Records Number (B.C.P.R. No) 2020024243;

THENCE, North 87°19'17" East, along the southerly line of said 207.892 acre tract for a distance of 2,195.04 feet to a point for corner, from which a 5/8–inch iron rod marking the southeasterly corner of said 207.892 acre tract bears N 87°19'17" E, a distance of 1,902.76 feet;

THENCE, North 02°40'43" West, for a distance of 17.67 feet to the POINT OF BEGINNING of the herein described tract;

1) THENCE, North 33°20'49" East, for a distance of 260.46 feet to a 3/4–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

2) THENCE, North 66°27'02" West, for a distance of 194.15 feet to a 3/4–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

3) THENCE, North 56°39'11" West, for a distance of 714.45 feet to a 3/4–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner in the southeasterly line of Meridiana Detention Pond M a plat as recorded under Brazoria County Plat Records No. (B.C.P.R. No.) 2020024437;

4) THENCE, North 33°20'49" East, along the southeasterly line of said Meridiana Detention Pond M, for a distance of 764.30 feet to a 3/4–inch capped iron rod stamped "E.H.R.A. 713–784–4500" found in the common corner of Meridiana Detention Pond M and Pursley Boulevard (120 foot wide) a plat as recorded under B.C.P.R. No. 2020024856;

5) THENCE, South 34°35'49" East, along the southwesterly right–of–way line of said Pursley Boulevard, for a distance of 61.61 feet to a 3/4–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set marking a point for curvature to the right;

6) THENCE, continuing along the southwesterly right–of–way line of said Pursley Boulevard, in a southeasterly direction along the arc of said curve to the right having a radius of 2,440.00 feet, a central angle of 10°13'27", an arc length of 435.41 feet, and a chord bearing of South 29°29'06" East, for a distance of 434.83 feet to a 3/4–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set marking a point of tangency;

7) THENCE, South 24°22'22" East, continuing along the southwesterly right–of–way line of said Pursley Boulevard for a distance of 831.20 feet to a 3/4–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set marking a point for curvature to the right in the northerly right–of–way line of Meridiana Parkway East (variable width) a plat as recorded under B.C.P.R. No. 2020024860;

8) THENCE, along the northerly right–of–way line of said Meridian Parkway East, in a southwesterly direction along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 92°32'38", an arc length of 40.38 feet, and a chord bearing of South 21°53'57" West, for a distance of 36.13 feet to a 3/4–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set marking a point for compound curve to the right;

9) THENCE, continuing along the northerly right–of–way line of said Meridian Parkway East, in a southwesterly direction along the arc of said compound curve to the right having a radius of 1,940.00 feet, a central angle of 11°18'22", an arc length of 382.81 feet, and a chord bearing of South 73°49'27" West, for a distance of 382.19 feet to the POINT OF BEGINNING and containing 12.39 acres of land.

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this plat of MERIDIANA SECTION 39A in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this 6 day of December, 2021.

[signature]
Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this plat of MERIDIANA SECTION 39A in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this 6 day of December, 2021.

[signature]
City Council

FINAL PLAT
MERIDIANA SECTION 39A

BEING A SUBDIVISION OF 12.39 ACRES OUT OF THE H. T. & B. R.R. CO. SURVEY, SECTION 61, A–282, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

66 LOTS 2 BLOCKS 8 RESERVES (3.1027 ACRES)

OWNER

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

November 12, 2021

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE
SINCE 1936

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

JOB NO. 081–011–39

PATH:R:\2008\081–011–39\DRAWING\PLAT\39A\08101139V–PL–FP01–MERIDIANA_39A BY:SVJ DATE:2021–03–01

E4212

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986742185.

2. All boundary corners for the plat shown hereon are set 3/4–inch iron rods with cap stamped "E.H.R.A. 713–784–4500", unless otherwise noted.

3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020, this property lies within unshaded "Zone X" (areas determined to be to be outside of 500–year floodplain)

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man–made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

4. B.C.C.F. NO. indicates Brazoria County Clerk's File Number.
   B.C.P.R. indicates Brazoria County Plat Records.
   B.L. indicates Building Line.
   (F) indicates Found 3/4–inch capped iron rod stamped "E.H.R.A. 713–784–4500"
   P.O.B. indicates Point of Beginning
   P.O.C. indicates Point of Commencing.
   P.U.E. indicates Public Utility Easement.
   R indicates Radius.
   R.O.W. indicates Right–Of–Way.
   SQ. FT. indicates Square Feet.
   S.S.E. indicates Sanitary Sewer Easement.
   STM.S.E. indicates Storm Sewer Easement.
   U.E. indicates Utility Easement.
   W.L.E indicates Water Line Easement.
   indicates Change of Street Name.

5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 56, Alvin Independent School District, and Brazoria County Drainage District #5.

6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of any fences, buildings, plantings, or other obstructions.

7. The Developer/Homeowners' Association shall be responsible for maintenance of all reserves.

8. The terms and conditions of Ordinance numbers 2009–O–03, 2009–O–04, and 2009–O–05 of the City of Manvel, Texas dated February 23, 2009, may affect this plat.

9. All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009–O–04.

10. No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62–2, as per Manvel Ordinance Sec. 62–116a.

11. No residential, commercial, or industrial structures shall be permitted to be erected nearer than 150 feet from any oil or gas well or related facility other than structures necessary to operate the oil or gas well or facility, as per Manvel Ordinance Sec. 62–116b.

12. No permit shall be issued by the city for the new construction or substantial improvement to any building, structure or improvement on a lot, tract, or parcel of land for which a plat has not been approved by the city and filed of record or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by the city for the construction or repair of any structure on a lot, tract, or parcel of land within a subdivision in which the required storm drainage improvements have not been constructed and the permanent public improvements have not been approved and accepted by the city. This Section applies to the placement or construction of a permitted structure, included manufactured homes as allowed in Chapter 38, Manufactured Housing, other city ordinances, or by State law.

13. This final plat will expire two (2) years after final approval by City Council, if construction of the improvements has not commenced within the two–year initial period or the one–year extension period granted by Council.

14. A one–year maintenance bond in the amount of 100 percent of the total cost of the infrastructure improvements or a one–year letter of credit in the amount of 50 percent of the total cost of the infrastructure improvements shall be required for the public improvements being dedicated to the city.

15. Building permits will not be issued until all storm drainage improvements, which may include detention ponds, have been constructed.

16. The Development Regulations and City Permits of the City of Manvel are required on all property.

17. Pipelines that cross this subdivision are being shown hereon.

18. There is 0.47 acres of unencumbered open space within Reserve "E" of this plat.

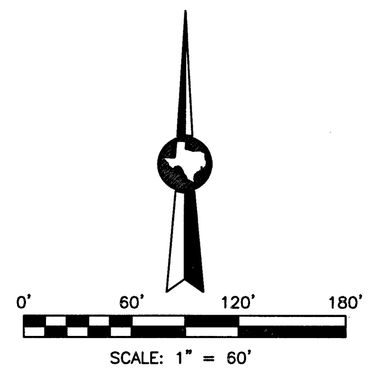
19. The boundary for this plat has a closure in excess of 1:15,000.

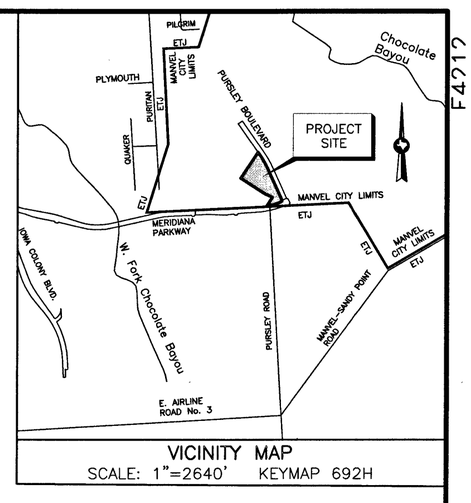
20. Detention for this tract is to be provided within Detention Pond M of Meridiana (Meridiana Detention Reserve M).

21. The drainage on adjacent property will not be impacted by this development.

22. Reserve "A" extends along the entirety of the northwest boundary of this plat. This portion of Reserve "A" is a 1' wide buffer between the plat boundary and the back lot lines of Lots 37–53, Block 1.

23. All Easements extend equidistant from either side of the property and lot lines unless otherwise noted.





VICINITY MAP
SCALE: 1"=2640' KEYMAP 692H

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.

2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.

3. All property shall drain into the drainage easement only through an approved drainage structure.

4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.

5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.

6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre–development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.

7. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.

8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.

9. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.

10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.

11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007–06 & 2007–07). Access will be gated and locked with Brazoria County Drainage District #5's lock.

12. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007–08).

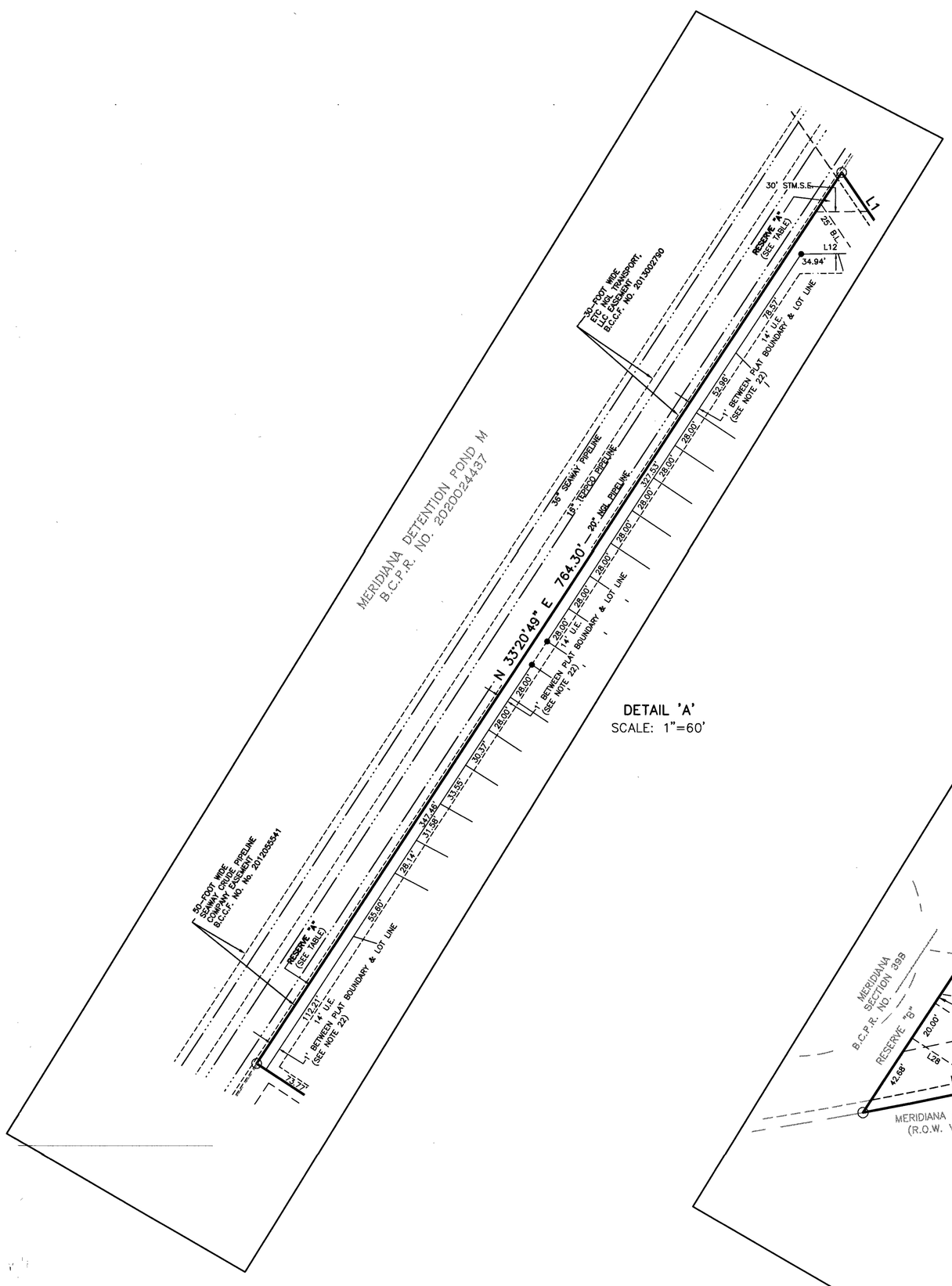
13. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).

14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.

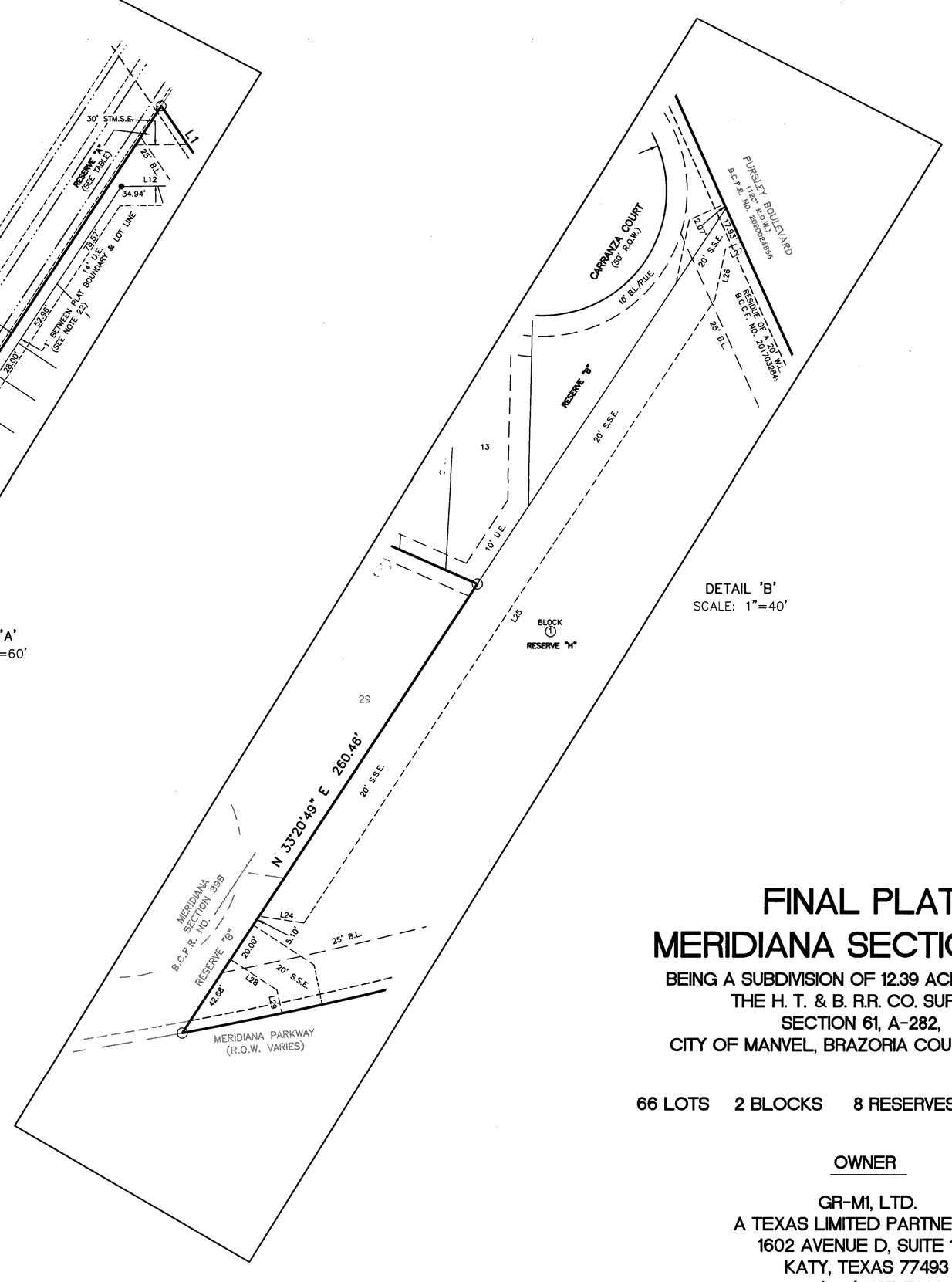
15. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.

16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.

17. Project field start–up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub–Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011–1, allowable time(s) and procedures for starting–up approved projects.



DETAIL 'A'
SCALE: 1"=60'



DETAIL 'B'
SCALE: 1"=40'

FINAL PLAT
MERIDIANA SECTION 39A

BEING A SUBDIVISION OF 12.39 ACRES OUT OF
THE H. T. & B. R.R. CO. SURVEY,
SECTION 61, A-282,
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.

66 LOTS 2 BLOCKS 8 RESERVES (3.1027 ACRES)

OWNER

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

November 12, 2021

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936

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

2021080365 Conformed Copy
Brazoria County – Joyce Hudman, County Clerk
12/07/2021 01:39 PM
Total Pages: 3
Fee: 323.00

JOB NO. 081–011–39

SHT 3 OF 3

PATH:R:\2008\081–011–39\DRAWING\PLAT\39A\08101139V–PL–FP01–MERIDIANA_39A BY:SVJ DATE:2021–06–03

ORDINANCE NO. 2022-O-08

AN ORDINANCE AMENDING CHAPTER 44 "OFFENSES AND MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, BY AMENDING ARTICLE IX "NOISE REGULATION"; PROVIDING FOR EXEMPTIONS AND DEFENSES; REPEALING PROVISIONS IN CONFLICT THEREWITH; 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 Council of the City of Manvel, Texas, determines it in the best interest of the health, safety, and welfare of the citizens of the City to amend the City Code by amending the ordinance regulating nuisances related to noise; and

WHEREAS, this regulation is integral to maintaining the public peace and to support the vision of citizens and City Council of the City of Manvel; and

WHEREAS, the City Council finds that the adoption of this ordinance is in the best interest of the citizens of Manvel; now, therefore,

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

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

Section 2. Chapter 44 of the Code of Ordinances of the City of Manvel is hereby amended by amending Article IX to read and provide as follows:

"Chapter 44 - OFFENSES AND MISCELLANEOUS PROVISIONS

. . . .

ARTICLE IX. – NOISE REGULATION

Sec. 44-160. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

Daytime hours means the hours between 7:00 a.m. on one day and 9:00 p.m. the same day.

dB(A) means the intensity of a sound expressed in decibels.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or loss that demands immediate action.

Emergency work means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency, or which is otherwise necessary to restore property to a safe condition following a fire, accident or natural disaster, or which is required to protect persons or property from exposure to danger, or which is required to restore public utilities.

Nighttime hours means the hours between 9:00 p.m. on one day and 7:00 a.m. the following day.

Person means any individual, association, partnership, or corporation, governmental unit, or other legal entity.

Property line means the line along the ground surface, and its vertical extension, which separates the real property owned, leased or occupied by one person from that owned, leased or occupied by another person and the imaginary line which represents the legal limits of property of any person who owns, leases or otherwise occupies an apartment, condominium, hotel or motel room, office or any other type of occupancy.

Public right-of-way means any street, avenue, boulevard, highway, road, thoroughfare, sidewalk, alley or any other property that is owned or controlled by a governmental entity.

Sec. 44-161. – General Prohibition.

(a) It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued or permit the continuance of any sound which either exceeds the maximum permitted sound levels specified this ordinance or which otherwise unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety or others within the limits of the city.[~~, after the person making the noise receives notice from a magistrate or peace officer that the noise is a public nuisance.~~]

In determining whether a violation of this subsection occurs, the following may be considered:

(1) The level, frequency or duration of the noise;

(2) The proximity of the noise to the dwelling or business;

(3) The nature and zoning of the area within which the noise occurs; and

(4) The time of day or night the noise occurs

(b) It is unlawful for any person to operate any radio, speaker, musical instrument, sound amplifier, or other device used for producing or reproducing sound for entertainment purposes so as to be plainly audible within a dwelling, other than the dwelling where the sound-producing device is located, is prima facie evidence of a violation.

(c) It is unlawful for a person to operate any radio, speaker, sound amplifier or similar device located within or upon a motor vehicle at a volume that is audible at a distance of more than 50 feet from the vehicle. The fact that the sound is audible at a distance of 50 feet from the vehicle is prima facie evidence of a violation of this subsection.

(d) It is unlawful for any person operating a business that operates an outdoor playground as an accessory use if the playground is located within 500 feet of a dwelling, to intentionally or knowingly allow any person to make use of the playground between 10:00 p.m. and 6:00 a.m. of the following day.

(e) It is unlawful for any person to operate any horns or other signaling devices. The sounding of any horn or signaling device on any automobile or other vehicle on any street or public place of the city, except as a danger warning; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time.

(f) It is unlawful for any person to allow the keeping of any animal or bird which by causing frequent or long-continued noise shall disturb the comfort or repose of any persons in the vicinity.

(g) It is unlawful for any person to allow the discharge into the open air of the exhaust of any steam engine, internal combustion engine or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(h) It is unlawful for any person to allow a defect in vehicle or load or load modification. The use of any automobile or other vehicle so out of repair, so loaded, so modified, or used in such a manner as to create loud and unnecessary grating, grinding, rattling or other noise.

(i) It is unlawful for any person to allow the creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.

(j) It is un lawful for any person to allow the erection (including excavating), demolition, alteration or repair of any building other than daytime hours on weekdays, except in case of an emergency or urgent necessity in the interest of public health and safety, and then only with

permission from the City of Manvel Building Inspector, which shall be granted for a period of time not to exceed the period in which the emergency continues.

(k) It is unlawful for any person to allow the creation of any excessive noise on any street adjacent to any school, church or court while the same are in use, or adjacent to any hospital, which unlawfully interferes with the workings of such institution or which disturbs or unduly annoys the patients in the hospital, provided conspicuous signs are displayed in such streets indicating that the same is a school, church, hospital or court street.

(l) It is unlawful for any person to allow the operation between the hours of 9:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick or other appliance or machinery, the use of which is attended by loud or unusual noise.

(m) Exceptions to violations.

(1) It is a defense to prosecution under subsection (b) of this section that the noise was caused by an employee, contractor, or agent of any city, county, public school, or other governmental entity or of a public service utility in the performance of his or her duties.

(2) It is a defense to prosecution under subsections (b) or (c) of this section that the noise sound was created by persons lawfully using a public facility.

(3) It is a defense to prosecutions under paragraph (b), (c) or (d) of this section that the noise was caused by persons participating in a parade conducted on a public street pursuant to a parade permit.

Sec. 44-162. - Maximum permissible sound levels.

(a) General prohibition. No person shall conduct, permit or allow any activity or sound source to produce a sustained noise source that exceeds the following decibel levels:

(1) a decibel level of 65 dB(A) during daytime hours;

(2) a decibel level of 58 dB(A) during nighttime hours.

(b) Special areas (daytime). Notwithstanding the above, it is unlawful for a person to operate on a premises zoned HC, LC, HMU (non-residential use), or PUD (non-residential use) a sustained noise source that causes the noise level to exceed 70 dB(A) during the day.

(c) Noise level must be determined by measuring the dB(A) taken at the property line of the Premises from which the noise is emanating.

(d) A “sustained noise” source shall mean a noise that:

(1) Exceeds 5 dB(A) over the dB(A) allowed by Subsections (a) and (b), if the noise source operates at a sustained level for less than 15 minutes in any 1-hour period;

(2) Exceeds 10 dB(A) over the dB(A) allowed by Subsections (a) and (b), if the noise source operates at a sustained level for less than 6 minutes in any 1-hour period; or

(3) Exceeds 15 dB(A) over the dB(A) allowed by Subsections (a) and (b), if the noise source operates at a sustained level for less than 1.5 minutes in any 1-hour period;

and does not occur as part of the typical operation of the premises, including mowing, construction, tree trimming, and waste removal.

(e) The dB(A) levels set forth in this section apply to the property line of the Premises from which the noise is emanating [~~property where the sound is being received~~]. Any sound that, when measured at the property line of the Premises from which the noise is emanating, [~~property where the sound is being received~~] exceeds the dB(A) levels set forth in this section is a violation of this ordinance.

(f) Evidence that an activity or sound source produces a sound that exceeds the dB(A) levels specified in this section, when measured at property line of the Premises from which the noise is emanating [~~site where the sound is being received~~], if available, shall be prima facie evidence of a sound nuisance which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city in violation of this chapter.

Sec. 44-163. – reserved [~~General prohibitions.~~

~~In addition to the violation established by section 44-162, it shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued or permit the continuance of any sound that substantially disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city~~

~~Any noise of such character, intensity and duration which substantially interferes with the peaceful and comfortable enjoyment of private homes or businesses by persons of ordinary sensibilities is hereby declared to be a nuisance and is hereby prohibited. The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this section, but said enumeration shall not be deemed to be exclusive:~~

~~(a) *Horns or other signaling devices.* The sounding of any horn or signaling device on any automobile or other vehicle on any street or public place of the city, except as a danger warning; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time.~~

~~(b) *Animals, birds, etc.* The keeping of any animal or bird which by causing frequent or long-continued noise shall disturb the comfort or repose of any persons in the vicinity.~~

~~(c) *Exhausts.* The discharge into the open air of the exhaust of any steam engine, internal combustion engine or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.~~

~~(d) *Defect in vehicle or load or load modification.* The use of any automobile or other vehicle so out of repair, so loaded, so modified, or used in such a manner as to create loud and unnecessary grating, grinding, rattling or other noise.~~

~~(e) *Loading and unloading vehicles, opening boxes.* The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.~~

~~(f) *Construction or repairing of buildings.* The erection (including excavating), demolition, alteration or repair of any building other than daytime hours on weekdays, except in case of an emergency or urgent necessity in the interest of public health and safety, and then only with permission from the City of Manvel building inspector, which shall be granted for a period of time not to exceed the period in which the emergency continues.~~

~~(g) *Schools, courts, churches, hospitals.* The creation of any excessive noise on any street adjacent to any school, church or court while the same are in use, or adjacent to any hospital, which unlawfully interferes with the workings of such institution or which disturbs or unduly annoys the patients in the hospital, provided conspicuous signs are displayed in such streets indicating that the same is a school, church, hospital or court street.~~

~~(h) *Pile drivers, hammers and other machinery.* The operation between the hours of 9:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick or other appliance or machinery, the use of which is attended by loud or unusual noise.~~

~~(i) *Vehicular sound amplification systems.* A sound amplifier which is part of or connected to a radio, stereo receiver, compact disc player, cassette tape player or other similar device within a motor vehicle operated at such a volume that it causes material distress, discomfort or injury to persons of ordinary sensibilities in the vicinity thereof. If the sound is audible at a distance of thirty (30) feet from the source or causes a person to be aware of or feel the vibration accompanying the sound at a distance of thirty (30) feet from the source, a prima facie case shall be established that the radio, stereo receiver, compact disc player, cassette player or other similar device is being operated at a volume that causes material distress, discomfort or injury to persons of ordinary sensibilities.~~]

Sec. 44-164. – Defenses

The following defenses shall apply to any offense established in this ordinance:

(a) The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger or attempted crime.

(b) The sound was produced by an authorized emergency vehicle.

(c) The sound was produced by emergency work necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger, following a fire, accident or natural disaster.

(d) The sound was generated:

a. At a lawfully scheduled stadium event;

b. By a parade and spectators and participants on the parade route during a permitted parade;

c. By spectators and participants at lawfully scheduled amphitheater event;

d. By patrons and participants using cannons and gunfire during historical battle reenactments for which a pyrotechnic permit was obtained and the explosives were inspected by the fire marshal;

e. By a pyrotechnic display that was inspected and approved by the fire marshal;

f. By spectators and participants of any outdoor event, fun run, race, festival, fiesta, or concert which was sponsored, cosponsored, or permitted by the city, or

g. By any other otherwise lawful activity that constitutes protected expression pursuant to the First Amendment of the United States Constitution.

(e) The sound was produced by aircraft in flight or in operation at an airport, or railroad equipment in operation on railroad rights-of-way.

(f) The sound was produced by operating or permitting the operation of any mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawnmower, or any other similar device used between the hours of 7:00 a.m. and 9:00 p.m. and which device did not produce a sound exceeding 85 dB(A) when measured from the nearest residential property where the sound is being received and was used for the maintenance or upkeep of the property on which it was used.

(g) The sound was generated as authorized under the terms of a permit issued under section 44-166.

(h) The sound was produced by the operation of any air conditioning unit which did not produce a sound exceeding 65 dB(A) when measured at or near 15 feet from the air conditioning unit producing the sound being measured.

(i) The sound was produced by church bells or church chimes when used as part of a religious observance or service during daytime hours and which did not exceed five continuous minutes in duration in any one-hour period.

Sec. 44-165. – Methods of sound measurement.

(a) Whenever portions of this chapter prohibit sound over a certain decibel limit, measurement of said should shall be made with a Type 1 or Type 2 calibrated sound level meter utilizing the A-weighting seals and the slow meter response as specified by the American National Standards Institute (ANSI S1.4-1984/85A).

(b) Noise levels shall be measured in decibels and A-weighted. The unit of measurement shall be designated as dB(A). Meters shall be maintained in calibration and good working order. Calibrations shall be employed which meet ANSI Sl.40-1984 prior to and immediately after every sampling of sound. Measurements recorded shall be taken so as to provide a proper representation of the sound being measured. The microphone of said meter shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A windscreen for said microphone shall be used. Measurements shall be taken at or near the nearest property line of the property where the sound is being received.

Sec. 44-166. – Permits.

(a) No person shall use or cause to be used any loudspeaker, loudspeaker system, sound amplifier or any other machine or device which produces, reproduces, or amplifies sound outside of buildings or other enclosed structures in a manner which exceeds the levels specified in this ordinance, when measured from the property where the sound is being received, without first obtaining a permit to do so. Such permit:

(1) May be obtained by making application to the director of the city department so designated by the city manager.

(2) Requires payment of a $10.00 fee for the administrative costs of issuing the permit.

(3) Is valid for one 14-hour period between the hours of 7:00 a.m. and 9:00 p.m.

(4) Shall not be issued for the same location more than twice during any 30-day period.

(5) Shall not authorize, allow, or otherwise permit the production, reproduction, or amplification of sound which exceeds 75 dB(A) when measured from the nearest receiving property.

(b) The use of any loudspeaker, loudspeaker system, sound amplifier or any other similar machine or device which is permitted pursuant to this section is subject to the following regulations:

(1) The only sound permitted shall be either music or human speech or both.

(2) The volume of the sound amplified pursuant to this section shall not exceed 75 dB(A) when measured from the nearest receiving property.

(3) No equipment permitted pursuant to this section shall be operated during the hours between 9:00 p.m. and 7:00 a.m.

(c) The application for the permit required to be filed pursuant to this section shall contain the following information:

(1) The date of the application and the date and hours for which the permit is requested.

(2) The name and address of the applicant.

(3) The name and address of the person who will have charge of the sound amplifying equipment.

(4) The purpose for which the sound equipment will be used.

(5) The address and a description of the location where the sound equipment will be used.

(6) A description of the type of sound amplifying equipment to be used.

(d) If an applicant for a permit under this section is unable to pay the full amount of the permit fee pursuant to subsection (a) of this section, the fee shall be reduced to that amount the applicant is able to pay, provided the applicant submits a sworn affidavit containing the following information:

(1) A statement that the applicant and the group or organization, on whose behalf the applicant is making the application, are unable to pay the full amount of the permit fee.

(2) A statement that the applicant and the group or organization, on whose behalf the applicant is making the application, have made diligent efforts to raise money to pay the permit fee.

(3) A statement of the exact amount the applicant and the group or organization, on whose behalf he is making the application, is able to pay for the permit fee."

Section 3. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Manvel, save and except the change described above.

Section 4. In the event any section, paragraph, subdivision, 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 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 and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Ordinance 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.

PASSED AND APPROVED on first reading this _____ day of _____, 2022.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____ , 2022.

_____

Debra Davison, Mayor

Attest:

_____

Tammy Bell, City Secretary

APPROVED AS TO FORM:

_____

Robert Gervais, City Attorney

From:	Dan Johnson
To:	Kyle Jung; Tammy Bell
Cc:	Gilbert Salas; Jessica Rodriguez
Subject:	Pomona WWTP Phase 3
Date:	Wednesday, March 9, 2022 4:33:02 PM
Attachments:	image001.png

Kyle and Tammy,

In order to begin the two-year maintenance period, a final inspection walk-through has been conducted for:

Pomona WWTP Phase 3

The Maintenance Bonds have been submitted to the City Secretary's Office, and the As-Built Construction Plans have been submitted to the Development Coordinator's Office.

In short, we recommend that City Council accept the infrastructure improvements for this project to begin the Maintenance Period.

Please let me know if you need any further information.
~Dan

Daniel S. Johnson, P.E., CFM
Assistant City Manager
City Engineer
20025 Highway 6
Manvel, Texas 77578
(832) 336-4049

www.cityofmanvel.com