

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
ED PERRY, 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
October 3, 2022**

**NOTICE IS HEREBY GIVEN
6:00 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 Manvel City Council will convene a regular meeting at the Manvel City Hall, located at **20031 Hwy 6, Manvel, TX 77578** for the purpose of discussing and if appropriate, take action with respect to the following items:

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

This facility is wheelchair accessible and accessible parking spaces are available. Requests for 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.

Regular Session

Call To Order

Inspirational Reading - Council Member Perry

Pledge

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

Presentations

Proclamations;
Breast Cancer Awareness month - October 2022
World Teachers' Day - October 5, 2022
Fire Prevention Week - October 9-15, 2022

Public Comments: "Comment Card" Required

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

City Manager Update

Update on current events and city issues.

1. *COVID numbers in the city

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. Approved an agreement for Professional Inspection Services between the City of Manvel and TX BBG Consulting, Inc.
3. Approve Interlocal Cooperation Agreement Between City of Manvel and City of Alvin for use of the Alvin Animal Adoption Center.
4. Acceptance of infrastructure improvements for Meridiana - Chocolate Bayou Detention Basin T Phase 2 & Detention Basin V to begin the one-year Maintenance Period

Regular Agenda

1. Consideration and possible action to approve a Variance to the Subdivision Ordinance Chapter 62, Section 62-111, Additional Street Requirements for a 5.0-acre tract of land located along the south side of Del Bello Boulevard, generally bounded by an unnamed/unimproved right-of-way (south), Pollard Drive (east), and Manvel Parkway (west).
2. Consideration and possible action to approve the first of two readings of Ordinance 2022-O-27;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, PROVIDING FOR THE DISANNEXATION OF A ±5.8 ACRE TRIANGULAR AREA OF LAND LOCATED IN THE COLONY WEST SUBDIVISION IN THE CITY OF MANVEL, CONTAINING THE PORTIONS IN THE CITY LIMITS OF SECTION 1, (ABSTRACT 286 H T & B R R), LOTS 15, 16, 17, 18 AND 24A(EAST HALF), BRAZORIA COUNTY, TEXAS; DISANNEXING AND DISCONTINUING SAID PROPERTY FROM THE CORPORATE BOUNDARIES OF THE CITY; CONTAINING CERTAIN FINDINGS; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

3. Consideration and possible action to approve the first of two readings of Ordinance 2022-O-28;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, PROVIDING FOR THE DISANNEXATION OF A ±11.8 ACRE TRIANGULAR AREA OF LAND LOCATED IN THE COLONY WEST SUBDIVISION IN THE CITY OF MANVEL, CONTAINING THE PORTIONS IN THE CITY LIMITS OF SECTIONS 2, 3, AND 4, (ABSTRACT 286 H T & B R R), LOTS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 39A, 40, AND 41, BRAZORIA COUNTY, TEXAS; DISANNEXING AND DISCONTINUING SAID PROPERTY FROM THE CORPORATE BOUNDARIES OF THE CITY; CONTAINING CERTAIN FINDINGS; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

4. Consideration and possible action to approve Resolution 2022-R-15;
A RESOLUTION DESIGNATING A REPRESENTATIVE AND ALTERNATE HOUSTON-GALVESTON AREA COUNCIL 2023 GENERAL ASSEMBLY.

Mayor and Council Comments

Update on current events and city issues.

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

Items of community interest include:

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

Adjourn

CERTIFICATION

I, Tammy Bell, City Secretary for the City of Manvel, do hereby certify that the foregoing Agenda of the Manvel City Council is true and correct; and that I posted such notice on the bulletin board at the Manvel City Hall. A place convenient and readily accessible to the public on 09/30/2022 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

Proclamation

OFFICE OF THE MAYOR CITY OF MANVEL

Whereas, October 2022 is National Breast Cancer Awareness Month in the US; and

Whereas, every year, too many of us are touched by the pain and hardship caused by breast cancer — a disease that, among women, is not only one of the most common cancers, but also one of the leading causes of cancer-related death. During National Breast Cancer Awareness Month, we honor all those who lost their lives to breast cancer, and we recognize the courageous survivors who are still fighting it. For these individuals, and for their loved ones who give their unwavering support during the most trying times, we recommit ourselves to the essential and necessary work of forging a future free from cancer in all its forms; and

Whereas, breast cancer is the most common cancer among women; and

Whereas, breast cancer is the second leading cause of cancer of death in women nationally, as well as in Texas, and is exceeded only by lung cancer, and the chance of developing invasive breast cancer at some time in a woman's life is about one (1) in eight (8); and

Whereas, according to the National Cancer Institute, an estimated 287,850 new cases of female breast cancer will be diagnosed in 2022 and 43,250 females will die from the disease; and

Whereas, according to the Texas Department of State Health Services, an estimated 19,921 new cases of female breast cancer will be diagnosed in 2022 and 3,415 females will die from the disease; and

Whereas, clinical breast exams performed by your health care provider and a breast self-examination should be practiced by women 20 years of age and older on regular basis; and

Whereas, since lifestyle factors contribute significantly to the risk of developing breast cancer, as well as most cancers, we encourage women to educate themselves and explore the ways in which they can decrease their risk for breast cancer by enjoying a health promoting lifestyle;

Now, Therefore, I, Debra Davison, by virtue of the authority vested in me as Mayor of the City of Manvel, Texas, do hereby proclaim October 2022 to be:



“BREAST CANCER AWARENESS MONTH”

In the City of Manvel, Brazoria County, Texas, and I call this observance to the attention of all citizens.

In witness thereof, on October 3, 2022 I have hereunto set my hand and caused the seal of the City of Manvel to be affixed.

Debra Davison, Mayor

Proclamation

OFFICE OF THE MAYOR CITY OF MANVEL

Whereas, Alvin Independent School District (AISD) teachers are responsible for shaping the minds of over 29,000 students and dedicate themselves to ensuring that they all have an equal chance at success through education; and

Whereas, AISD teachers spend countless hours preparing lessons, creating safe and welcoming classroom environments, building partnerships with families and communities, collaborating with colleagues, and reflecting on their craft; and

Whereas, AISD teachers go above and beyond the call of duty to fill many roles, such as mentor, role model, coach, and motivator; and

Whereas, AISD teachers foster an environment that empowers students to be prepared for success beyond the classroom, inspire and nurture joy within their students, and engage students with exciting and rigorous teaching and learning; and

Whereas, AISD teachers taught remote and in-person students simultaneously throughout the COVID-19 pandemic.

Now, Therefore, I, Debra Davison, by virtue of the authority vested in me as Mayor of the City of Manvel, Texas, do hereby proclaim October 5, 2022 as



“World Teachers’ Day”

in the City of Manvel, Brazoria County, Texas, and encourage all members of our community to join us in personally expressing appreciation to our teachers for their dedication and commitment to children in the City of Manvel.

In witness thereof, on October 3, 2022 I have hereunto set my hand and caused the seal of the City of Manvel to be affixed.

Debra Davison, Mayor

Proclamation

OFFICE OF THE MAYOR CITY OF MANVEL

Whereas, the City of Manvel, Texas is committed to ensuring the safety and security of all those living in and visiting our city; and

Whereas, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

Whereas, working smoke alarms cut the risk of dying in reported home fires in half; and

Whereas, Manvel residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and

Whereas, Manvel residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

Whereas, Manvel's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

Whereas, the 2022 Fire Prevention Week™ theme, "Fire won't wait. Plan your escape.™," effectively serves to remind Manvel it is important to have a home fire escape plan.

Now, Therefore, I, Debra Davison, by virtue of the authority vested in me as Mayor of the City of Manvel, Texas, do hereby proclaim October 9-15, 2022 as



“Fire Prevention Week”

in the City of Manvel, Brazoria County, Texas, and urge all the people of Manvel to plan and practice a home fire escape for Fire Prevention Week 2022 and to support the many public safety activities and efforts of Manvel and our mutual aid fire and emergency services.

In witness thereof, on October 3, 2022 I have hereunto set my hand and caused the seal of the City of Manvel to be affixed.

Debra Davison, Mayor



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: October 3, 2022

TOPIC: Consideration and possible action to approve an Agreement for Professional Inspection Services between TX BBG Consulting, Inc. and the City of Manvel and authorize the City Manager to execute the Agreement.

BACKGROUND: On January 21, 2020, the City Council approved an Agreement for Professional Inspection Services with BBG Consulting, Inc. The agreement was for a two-year term. The two-year term will expire on September 30, 2022, however, both BBG Consulting, Inc. and City have agreed to continue professional services until City Council approves a contract renewal. The renewal agreement presented to City Council will continue services until September 30, 2024, with the same contractual fees described in the agreement's Exhibit A, Scope of Work, Table 1 (see below). The only change made to the agreement was a name change by BBG Consulting, Inc. to TX BBG Consulting, Inc. The name change is due to the company incorporating the business into Texas from its origins in California.

Overall, plan review and inspection costs have decreased after securing a contract with BBG Consulting, Inc. in 2020. The last full fiscal year before hiring BBG Consulting, Inc. saw costs of \$625,045.00 for inspections and \$254,397.00 for plan review (FY 18-19). The first full year working with BBG Consulting, Inc. saw costs of \$402,153.00 for inspections and \$175,000.00 for plan review (FY 20-21), despite an increase in development. Estimated costs for fiscal year 2021-2022 will still not see increased costs associated with fiscal year 2018-2019 despite a significant increase in inspections and plan review. For example, between FY 19-20 and FY 21-22¹ there is an estimated 79.5% increase in inspections and a 30% increase in new home permits.

Activity	FY 19-20	FY 20-21	FY 21-22*
Inspections	14,469	19,946	25,970
New Home Permits	702	957	910
New Commercial Permits	16	10	11
Other Permits	1,112	1,286	1,560
* Year to date and does not include September 2022.			

¹ Does not include September 2022 totals.

Service	Totals
Inspection services more than 600 per month	\$22.50 per inspection
Inspections services less than 600 and more than 300 per month	\$25.00 per inspection
Inspection services less than 300 per month	\$27.00 per inspection
All Residential and commercial excluding commercial valued over \$500,000.00	\$100.00 per plan review
Planning and Zoning	On call as needed 75.00/hr.
Commercial with a valuation of \$500,000.00 and more	20% permit fee*

*Fees For commercial projects valued greater than \$500,000.00 must be agreed upon by both parties on a per project basis.

Lastly, the City is very pleased with our working relationship with TX BBG Consulting, Inc. All plan reviews are complete before prescribed periods and they are extremely responsive to staff and the public. They have even worked personally with Development Services to ensure the City's transition to an upgraded version on MyGov ran smooth by attending the same training sessions as staff.

RECOMMENDATION: Staff recommends approval of the Agreement for Professional Inspections Services from TX BBG Consulting Inc.

ATTACHMENTS: Agreement for Professional Inspection Services

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER
Jessica Rodriguez

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____

AGREEMENT FOR PROFESSIONAL INSPECTION SERVICES

STATE OF TEXAS

COUNTY OF BRAZORIA

THIS AGREEMENT, entered into and executed by and between the **City of Manvel**, Brazoria County, Texas a home-rule city and municipal corporation, hereinafter called “**City**”, and

TX BBG Consulting, Inc.

Kevin Taylor, Vice President

201 Westheimer Rd Unit G

Houston Texas 77006

P: 972-746-6671 F: 760-955-1975

ktaylor@BBGcode.com

Hereinafter called “**Consultant**”.

WHEREAS, the **City** desires to contract with the **Consultant** as an independent contractor for professional Inspection and Plan Review services as discussed below;

WHEREAS, the **Consultant** represents that it is fully capable of making and qualified to provide assistance to the **City** and the **Consultant** desires to perform the same;

NOW, THEREFORE, the **City** and the **Consultant**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follow:

SECTION I SCOPE OF AGREEMENT

The **Consultant** agrees to perform certain inspection and plan review services as defined in “Exhibit A” attached hereto and made a part hereof, the “Scope of Work”, and for having rendered such services, the **City** agrees to pay the **Consultant** compensation as stated in the sections to follow. “Exhibit “A” describing pricing is also included and sets forth the specific fees applicable to the scope of work. The parties stipulate that services are professional and personal services and are exempt from state bidding requirements.

Independent Contractor. Subject to the terms and conditions of this Agreement, the City hereby engages the Consultant as an independent contractor to perform the services set forth herein, and the Consultant hereby accepts such engagement. All duties performed by Consultant under this Agreement will be performed as an independent contractor and not as an employee of the City. Consultant may not refer to him/herself as an employee of the City. Consultant will work without training or direct supervision and will use his/her independent judgment and discretion in carrying out his/her duties. Consultant will retain and exercise full control over the details and means by which

he/she carries out his/her duties. The Consultant is responsible for scheduling his/her own hours and for providing any and all equipment and tools, including computer, fax, cell phone and pager, necessary to perform his/her duties. Consultant agrees to comply with all applicable federal, state, and local laws, rules and regulations in carrying out his/her duties. Consultant agrees to devote the necessary time, energy, attention and abilities as necessary to perform his/her duties in a timely and productive manner.

SECTION II CHARACTER AND EXTENT OF SERVICES

The **Consultant** shall render all the professional and personal services as defined in “Exhibit A” attached hereto.

The **City** shall be under no obligation to pay for services rendered without prior authorization. The **City** shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations and recommendations prepared or acquired pursuant to this Agreement with the same force and effect as if the **City** had prepared or acquired the same.

SECTION III TIME FOR PERFORMANCE

The time for performance is the period beginning on or before **October ____, 2022** through **September 30, 2024** and may be extended by mutual consent of both parties. Upon written request of the **Consultant**, the **City** may grant time extensions to the extent of any delays caused by the **City** or other agencies with which the work must be coordinated and over which the **Consultant** has no control.

This Agreement is terminable at will by the **City** providing a forty-five (45) day written notice to **Consultant** or by **Consultant** providing the **City** ninety (90) day written notice. **Consultant** will be due the portion of the fees earned up to the time of termination.

SECTION IV COMPLIANCE AND STANDARDS

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the inspection services to be performed, and to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and **Consultant’s** performance. Consultant agrees to perform to the City’s satisfaction the services as described in the “Scope of Services” with the standard of care and skill customarily provided in the industry for performance of such services, and to devote such amount of its business during the Term as is necessary to fulfill all of its duties and obligations hereunder.

Consultant agrees that the **City** shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by **Consultant** pursuant to this Agreement.

Indemnity. CONSULTANT AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED UNDER THIS AGREEMENT AND HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF MANVEL, ITS OFFICERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM THE PERSONAL INJURY OR DEATH OF THE CONSULTANT OR AN OFFICER, AGENT, OR EMPLOYEE OF CONSULTANT CAUSED BY OR ALLEGED TO BE CAUSED BY, OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF, THE NEGLIGENCE OF CONSULTANT OR AN OFFICER, AGENT, OR EMPLOYEE OF CONSULTANT IN CONNECTION WITH THIS AGREEMENT OR THE ACTIVITIES TO BE PERFORMED HEREUNDER. CONSULTANT SHALL FURTHER INDEMNIFY AND HOLD HARMLESS THE CITY OF MANVEL, ITS OFFICERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM THE ACTIONS OF CONSULTANT OR AGENTS OR EMPLOYEES OF CONSULTANT CAUSED BY OR ALLEGED TO BE CAUSED BY, OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF, THE INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF, OF CONSULTANT OR AN OFFICER, AGENT, OR EMPLOYEE OF CONSULTANT IN CONNECTION WITH THIS AGREEMENT OR THE ACTIVITIES TO BE PERFORMED HEREUNDER.

SECTION V THE CONSULTANT'S COMPENSATION

For, and in consideration of, the services rendered by the **Consultant** pursuant to this Agreement, the **City** shall pay to the **Consultant** the amount detailed in "Exhibit A"; said amount being hereinafter called the "total basic fee". Compensation shall be only for services rendered as requested by the **City** in official communication from the **City**.

Notwithstanding anything to the contrary in this Agreement, if the Agreement extends beyond the City's fiscal year in which it becomes effective, or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Agreement becomes effective, and the City fails to appropriate funds to make any required Agreement payment for that successive fiscal year, and there are no funds from the City's sale of debt instruments to make the required payment, then the Agreement will automatically terminate at the beginning of the first day of the City's successive fiscal year of the Agreement for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Agreement. (Section 5, Article XI, Texas Constitution).

Benefits. As an independent contractor, Consultant is not entitled to benefits of any kind from the City. Consultant has no claim against the City for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability insurance or related benefits, unemployment insurance benefits, or any other type of employee benefits.

SECTION VI TIME OF PAYMENT

Payment by the **City** to the **Consultant** shall be made as follows:

Within 30 days of the end of each calendar month during the performance of the individual assignments, **Consultant** shall submit to the **City**, an invoice in a form acceptable to the **City**. This invoice shall set forth the charges for the services provided which were completed during such billing period, and the compensation which is due for same. The invoice must contain the street address, description of services, and date performed. The **City** shall review the same and approve it with such modifications, as it may deem appropriate. The **City** shall pay each invoice as approved within thirty (30) days after receipt of a true and correct invoice by the **Consultant**.

Taxes. Consultant agrees and acknowledges that the City is not responsible for the withholding or the payment of any social security taxes, federal unemployment taxes, or federal income taxes from Consultant's compensation. Consultant acknowledges and agrees that he/she is obligated to report to the Internal Revenue Service (IRS) all compensation he/she earns under this Agreement and to pay any and all local, state, or federal income tax due and owing on such compensation. On an annual basis, the City will prepare and provide to Consultant a Form 1099 which will reflect compensation paid to Consultant during the prior year. Consultant agrees to be responsible for paying any fines and/or penalties assessed against his/her on account of his/her occupying an independent contractor status with the City.

SECTION VII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party. This shall be done either (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteed "next day delivery," addressed to the party to be notified, or (iv) by sending the same by facsimile with confirming copy sent by mail, (v) by email, with receipt, from the Director of Development Services, or her/his designee. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the **Consultant** at the following address:

TX BBG Consulting, Inc.
ATTN: Kevin Taylor
201 Westheimer Rd Unit G
Houston Texas 77006
ktaylor@BBGcode.com

SECTION VIII TERMINATIONS

In the event of Consultant's death or disability, this Agreement will terminate. Any accrued compensation owing to Consultant through the date of termination will be paid by the City to Consultant (or his/her estate) in full and final satisfaction of this Agreement. The term "disability" means Consultant's substantial inability, either mental or physical, to perform his/her duties under this Agreement as determined by the City.

SECTION IX MEDIA

Contact with the news media shall be the sole responsibility of the **City**. **Consultant** shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the **City**.

SECTION X MODIFICATIONS

This instrument, including Exhibit A, contains the entire Agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XI AUTHORITY OF CITY MANAGER

All work to be performed by the Consultant shall be performed to the satisfaction of the City Manager and must be initially authorized and approved by the Director of Development Services of the City of Manvel. The Director of Development Services or his/her designee shall be involved in the daily questions or issues regarding quality of work performance or acceptance of work performed. In addition, the Director of Development Services shall decide questions or issues that arise regarding the quality or acceptability of work performed by Consultant and the decision of the Director of Development Services shall be final and binding on the City and Consultant.

SECTION XII MISCELLANEOUS

1. No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.
2. Compliance. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws. Any complaint from either the **City** or general public concerning an inspection completed by **Consultant** shall be responded to within one business day by the **Consultant**. **Consultant** agrees to comply with all applicable **City** rules, procedures and policies in the performance of his/her duties, including but not limited to the City's Sexual and Other Unlawful Harassment Policy. Copies of the City's Policies will be made available to **Consultant**. Policies applicable to **Consultant** may be amended from time to time.
3. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas, and venue is in Brazoria County, Texas.
4. Headings. Paragraph headings contained in this Agreement are for convenience only and should in no manner be construed as part of this Agreement.
5. Legal Construction. 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, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
6. Prior Agreements Superseded. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.
7. Attorney Fees and Costs. If an action at law or in equity by either party is necessary to enforce the terms of this Agreement, each party shall bear its reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.
8. Venue. All amounts due under this Agreement, including, but not limited to, payments under this Agreement or damages for breach of this Agreement, shall be paid and due in Brazoria County, Texas, which is the county in which the principal administrative office of **City** is located. It is specifically agreed among the parties to this Agreement, that this Agreement is fully performable in Brazoria County, Texas.
9. Insurance. Consultant agrees to name the **City of Manvel** and its interests as an "additional insured" on consultant's insurance policy, covering general and auto liability. The certificate of insurance reflects Coverage and Limits as follows: (a) Commercial General Liability: \$1,000,000 - Each Occurrence \$2,000,000 -

Aggregate (b) Automobile Liability: \$1,000,000 - Property damage Coverage shall be on any vehicle used by Contractor, its employees, agents, representatives in the course of providing Services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and owned. (c) Worker's Compensation (If Contractor's employees are used in the performance of the Agreement): Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the work is being performed Employers' liability \$100,000 - Bodily Injury by accident; each accident/occurrence \$100,000 - Bodily Injury by disease; each employee \$500,000 - Bodily Injury by disease; policy limit (d) Professional Liability (Errors & Omissions): \$1,000,000.00 per occurrence. Coverage shall be claims-made and maintained for the duration of the Agreement and for two (2) years following completion of Services, provided however that the two (2) year period shall not be intended to serve as an artificial statement of limitations. An annual certificate of insurance with proof of additional insured status, shall be submitted to City to evidence coverage.

10. No Joint Venture/Independent Contract: The parties agree that this agreement is not intended to create nor does create a joint venture between the parties and consultant at all times is retained as an independent contractor and not an employee of the **City**.
11. Conflict of Interest Questionnaire. All vendors and other persons contracting or seeking to contract with the **City of Manvel** must file with the City Secretary.

This document and included exhibits comprise of the entire contract and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement for Professional Inspection Services effective as of the day and year first written above.

DONE at City of Manvel, Texas on the _____ day of October 2022.

By: _____
City Manager

Date

ATTEST:

By: _____
City Secretary

Date

CONSULTANT

President, TX BBG Consulting, Inc.

Date

Exhibit A

Scope of Work

- 1. Plan Review and Inspection Services.** BBG review plans as requested for all residential and commercial projects with the exclusion of Commercial construction projects valued over \$500,000.00 which will be billed for the fee as detailed below. BBG will perform all commercial and residential construction inspections. Inspection and plan review services will be performed in accordance with the table below.

Table 1. Fees for services

Service	Totals
Inspection services more than 600 per month	\$22.50 per inspection
Inspections services less than 600 and more than 300 per month	\$25.00 per inspection
Inspection services less than 300 per month	\$27.00 per inspection
All Residential and commercial excluding commercial valued over \$500,000.00	\$100.00 per plan review
Planning and Zoning	On call as needed 75.00/hr.
Commercial with a valuation of \$500,000.00 and more	20% permit fee*

*Fees For commercial projects valued greater than \$500,000.00 must be agreed upon by both parties on a per project basis.

Service Details

- 1. Inspections.** Inspections shall be performed within 24hrs of notification by The City. All reasonable effort shall be made by BBG to perform inspections when, at the request of The City, there is a need for immediate or same-day services. Such inspections shall be performed at no additional cost to The City. BBG will provide next day inspection services for all inspection request received before 6 pm. BBG will meet on site with homeowners as requested for inspections within a 2-hour window.

- a. Inspectors performing under this Agreement will hold all required State licenses and certifications from the International Code Council.
- b. Inspections telephoned or transmitted to **Consultant** from **City** before 5:00 pm will be performed the next business day; excluding holidays of New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving Day, Christmas Eve and Christmas Day; in which case the inspection will be performed the next business day after the holiday.
- c. **BBG** inspectors have the same jurisdiction and responsibilities, regarding a development project assigned to the **Consultant**, as an inspector employed by the City.

1. **Plan Review.** Plans shall be picked up by BBG within 48 hours from the time of notification from The City, BBG shall return the plans to The City with typed comments within seven business from the original date of notification. BBG will meet with permit applicants as requested to discuss the submittal process or answer questions related to review comments.
2. **Building Official.** Available on call or over the phone to meet and discuss any questions from homeowners, contractors, and builders on any building related questions. Available to attend council meetings or other meetings as required.
3. **Code Compliance.** BBG will provide assistance to staff and citizens with issues related to compliance with City Ordinances. BBG will remain available on call to communicate with citizens, staff, business owners, contractors to assist with concerns related to Code Compliance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601		CONTACT NAME: Symone White PHONE (A/C No. Ext): 312-856-9400 FAX (A/C No.): 312-856-9425 E-MAIL ADDRESS: swhite@rbninsurance.com		
INSURED TX BBG Consulting, Inc. 201 Westheimer Rd. Ste G Houston TX 77006		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hartford Fire Insurance Co.		19682
		INSURER B: Hartford Casualty Insurance Co		29424
		INSURER C: Great American E&S Ins. Co.		37532
		INSURER D: Bridgeway Insurance Company		12489
		INSURER E: Navigators Specialty Ins. Co.		36056
		INSURER F: Twin City Fire Insurance Co.		29459

COVERAGES

CERTIFICATE NUMBER: 1677590904

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			83UENZV3951	5/31/2022	10/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			83UENPY9100	5/31/2022	10/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CH21EXC885600IC	5/31/2022	10/3/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			83WECE0623	5/31/2022	5/12/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			TER 2861558	5/31/2022	10/3/2022	Each Claim/Aggregate 10,000,000
D	Excess Liab (2nd) Layer			8E-A7-XL-0002079-00	5/31/2022	10/3/2022	Each Occ/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks 3 schedule, may be attached if more space is required)
Certificate holder is an additional insured on the General Liability policy as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Manvel 20025 Morris Ave Manvel TX 77578	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-849573

Date Filed:
02/10/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TX BBG Consulting Inc
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Manvel

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Manvel22-TXBGG
3rd party inspection services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

TX BBG Consulting Inc
Houston, TX United States

Certificate Number:
2022-849573

Date Filed:
02/10/2022

Date Acknowledged:
09/29/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Manvel

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Manvel22-TXBGG
3rd party inspection services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

From: [Dan Johnson](#)
To: [Kyle Jung](#); [Tammy Bell](#)
Cc: [Gilbert Salas](#); [Jessica Rodriguez](#)
Subject: RE: 8/15 Consent Agenda - Chocolate Bayou Detention Basin T Phase 2 & Detention Basin V
Date: Wednesday, August 10, 2022 1:57:24 PM
Attachments: [image001.png](#)

Kyle and Tammy,

In order to begin the one-year maintenance period, a final inspection walk-through has been conducted for:

Meridiana - Chocolate Bayou Detention Basin T Phase 2 & Detention Basin V

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





MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: October 3, 2022

TOPIC: Subdivision variance request seeking to vary Chapter 62, Section 62-111, *Additional Street Requirements* for a 5.0-acre tract of land located along south side of Del Bello Boulevard on the west side of its intersection with Pollard Drive. The subject site abuts the property located at the southwest corner of Del Bello Boulevard and Pollard Drive intersection.

BACKGROUND: The subject site is located in the Open-Single Family Residential (O-SFR) *zoning district*. Properties abutting the subject site are mostly undeveloped with the exception of the property located at the corner of Pollard Drive and Del Bello Boulevard which includes a single-family residential home and accessory buildings. The subject site is owned by Clark Travis F & Marco A Vital. The applicant Mr. Clark has indicated that the property is intended to be subdivided to build two residential homes.

Properties on the west, north, and south side of the subject site are mostly undeveloped. Nearest existing development to the west is the Del Bello Lakes residential subdivision. Planned development on the west side of the subject site include future Manvel City Center and proposed Valencia Master Planned Community. Del Bello Boulevard is identified as a proposed Parkway (120' ROW width) on the Major Thoroughfare Plan. Currently, Del Bello Boulevard is unimproved between Pollard Drive and to a portion of the future Manvel City Center site frontage. Length of unimproved Del Bello Blvd right-of-way from its intersection with Pollard Drive to the eastern edge of the subject site is approximately 660 feet. Existing residentially developed properties on the east side of the subject site are all accessed from an asphalt surface road (Pollard Dr and Del Bello Blvd).

The subject site can be accessed only from the unimproved Del Bello Boulevard right-of-way. Section 62-111 of the subdivision ordinance requires construction on one-half of all perimeter (abutting) roads as concrete curb and gutter in accordance with the City's Design Criteria Manual and Major Thoroughfare Plan. However, the applicant intends to use concrete washout for the required street surface. Therefore, the applicant is requesting this variance to allow platting and developing the property without the right-of-way improvement as required by Section 62-111. Please note that concrete washout is the resulting washout material from cleaning of trucks and other equipment before the concrete hardens. This material contains chemicals that are harmful for the environment.

With respect to the criteria provided in Section 62-5, *Variance.*, Staff finds the following:

- Most of the existing large acre residential development in Manvel take access from an asphalt surface road and a very few from a gravel road. The subject site is not located along an asphalt or gravel surface road. Access to the subject site is through an approximate 660 feet dirt road within the Del Bello Boulevard right-of-way. Additionally, Del Bello Boulevard is a major thoroughfare and its street construction on the west side will progress as future Manvel City Center and proposed Valencia Master Planned Community develops.

- The strict enforcement of the requirement will not deprive the applicant of a substantial property right. However, the enforcement of the requirement will increase the scale of the applicant's project due to the required right-of-way improvements. It is also important to note that enforcement of the street construction requirement will not address the 660-foot unimproved segment of the right-of-way between Pollard Drive and the subject site. Since the improvement of this segment is triggered by platting and substantial development of the adjoining property, the enforcement of the requirement will not completely remove the issue of unimproved street access to the subject site.
- Granting of the variance will be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity. Firstly, the proposed concrete washout for the street is not an environmentally friendly material. Secondly, granting of the variance may result in issues such as airborne dust, stormwater pollution, and need for frequent maintenance. Also, in terms of public safety, the unimproved right-of-way as it exists or with the proposed concrete washout will not meet the standards for a Fire Apparatus. According to the amendment to International Fire Code, Section 17-242. (28)., *Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.*

Other critical considerations for this variance request can be summarized as follows:

- Granting of the variance can potentially undermine the intent and purpose of the regulation which is to ensure that subdivided lots front an improved street section. Furthermore, purpose of the subdivision regulation includes (a) implementing and giving effect to the City's plans; (b) preserving and protecting public health, safety and welfare; and (c) to establish reasonable standards of design to further the orderly layout and use of land.
- Access roads with all-weather capability for regular traffic and fire apparatus are critical for development of lots, especially for residential lots.
- A 660-foot segment of the access road to the subject site (Del Bello Blvd) will be unpaved irrespective of whether the proposed variance is granted or not.
- The proposed concrete wash-out surface for the streets is not an acceptable street improvement solution due to the potential environmental harm it can cause and the need for frequent maintenance.

RECOMMENDATION: The staff recommends denial of this variance request to Chapter 62, Section 62-111, whereby, a request is made to allow the use of concrete washout as the street surface instead of the requirement to construct half of the perimeter street as a concrete curb and gutter street.

ATTACHMENTS: Application, Survey, Vicinity Zoning Map, Vicinity Aerial Map, and Site Pictures.

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER Jose Abraham, City Planner	FINANCE DIRECTOR APPROVAL _____ CITY MANAGER APPROVAL _____
--	---



CITY OF MANVEL

<http://www.cityofmanvel.com>

PO Box 187
Manvel, Texas 77578

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

Subdivision Variance Application

Applicant Information

Applicant (if not owner): _____

Phone: 409-790-1802 e-mail: Kgclark1984@gmail.com

Owner: Travis Clark / Marco Vital

Owner Address: 9807 Carver Drive City: Iowa Colony State: TX Zip 77583

Phone: 409-790-1802 e-mail: Kgclark1984@gmail.com

Property Information

Site Address: **Count Road 87-Off Manvel TX**

Legal description (from deed): A0201 HT7BRR, TRACT 49 (E/2), Acres 5.000
(Property must be legally subdivided or be lot of record)

Brazoria County Identification Number: ~~641686~~ 168152

Description of Subdivision Variance Request

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

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

Detailed Explanation of Subdivision Variance Request

Please answer, on a separate sheet of paper if necessary, the following questions:

- o What are the special circumstances or conditions affecting the land involved such that the strict application of the provisions of the subdivision code would require a variance to the city's subdivision ordinance?

We purchased our land with the intent to build a new home within the next year. With the current ordinance in place, we are not able to afford to build the road that is being requested by the City of Manvel.

- o How is the variance necessary for the preservation and enjoyment of a substantial property right of the applicant?

With this variance, we will be able to get a culvert to access our land from the right-of-away (road), also allowing us to start the process of getting all permits for construction.

- o Describe how the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area.

This is a right-of-away road that is already traveled by farmers and people that have access to their property. There is a drainage ditch that has been dugout with culverts on one side already. I recently stopped to talk to the City of Manvel's Fire Department, where I asked if there were any issues with the right- of-away that is in placed now. I was told "No" by various representatives. They also explained there are resident driveways with less constructed driveways then this requested right-of-away. It was highly encouraged that I request this variance by those same representatives.

- o Describe how the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the subdivision ordinance.

As stated in the previous questions, this is a Right-of-away that this is already in use. The neighbors around me all have access to their properties, and encouraged me to go submit the necessary paperwork in order to achieve the same goals.

Applicant Authorization

I authorize the City of Manvel to conduct any site visits necessary to evaluate this subdivision variance application.

I hereby state that I have prepared this application and that, to the best of my knowledge, the information contained herein is complete, accurate, and a true representation of the subdivision variance request. I further attest that I have the authority to submit this application and agree to comply with any and all conditions of subdivision variance approval. I agree to provide any additional information requested by the City of Manvel as they deem necessary for the processing of this application.

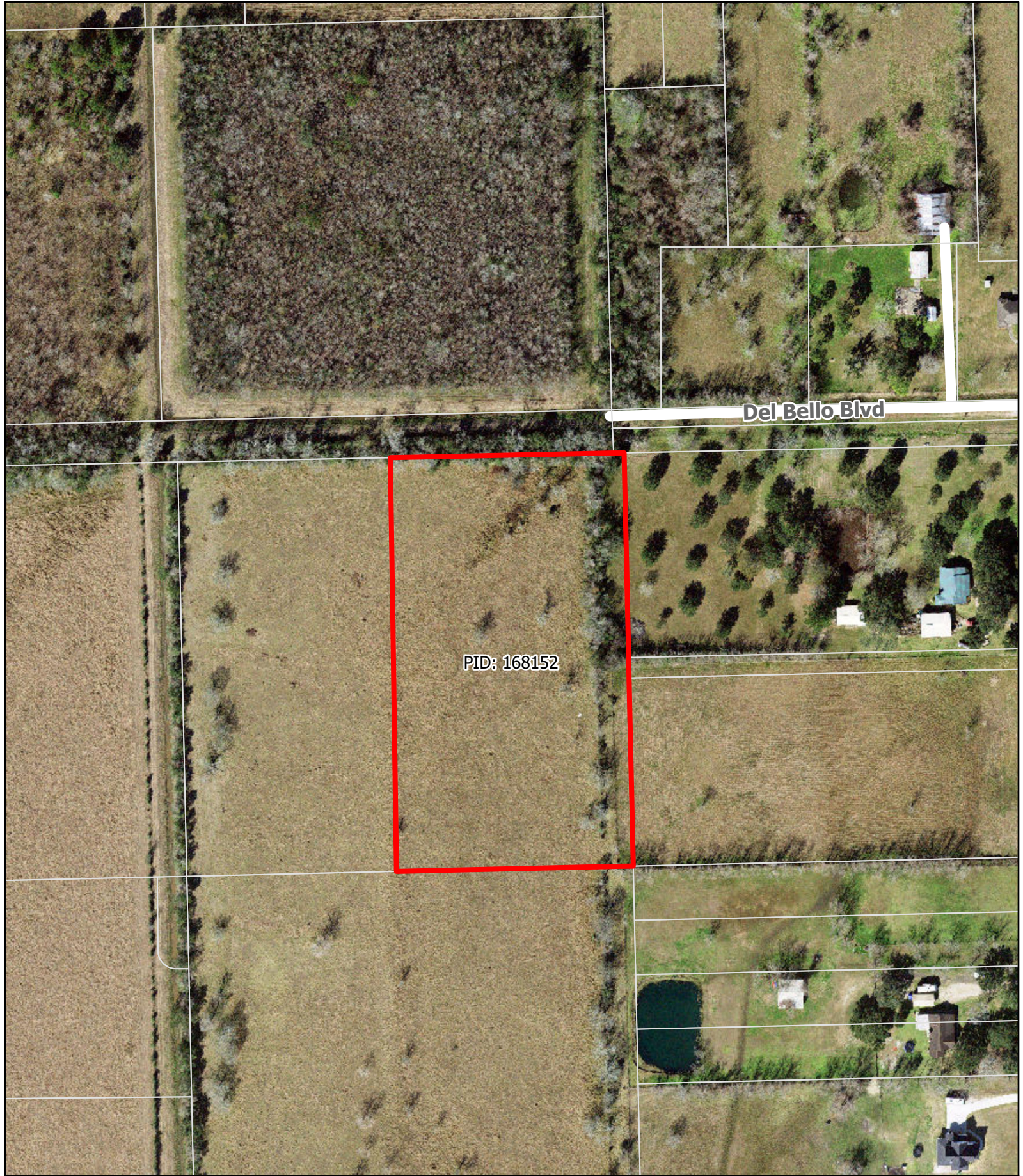
Travis Clark

Applicant Signature

8-15-22

Date

Submit variance request material to the Permit Department, City of Manvel, 20025 Highway 6 Manvel, Texas 77578 with the plat application. Failure to pay the required application fees or provide the information, drawings, or attachments in the form as requested by the City shall automatically mark the application as 'incomplete' and such application shall not be placed on the agenda for consideration until all information, fees, drawings, or attachments are deemed to be complete and in proper form by city staff.



PID: 168152

Del Bello Blvd

COUNTY ROAD 87 PID: 168152



City of Manvel City Limits



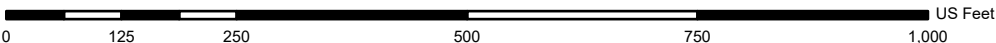
City of Manvel ETJ



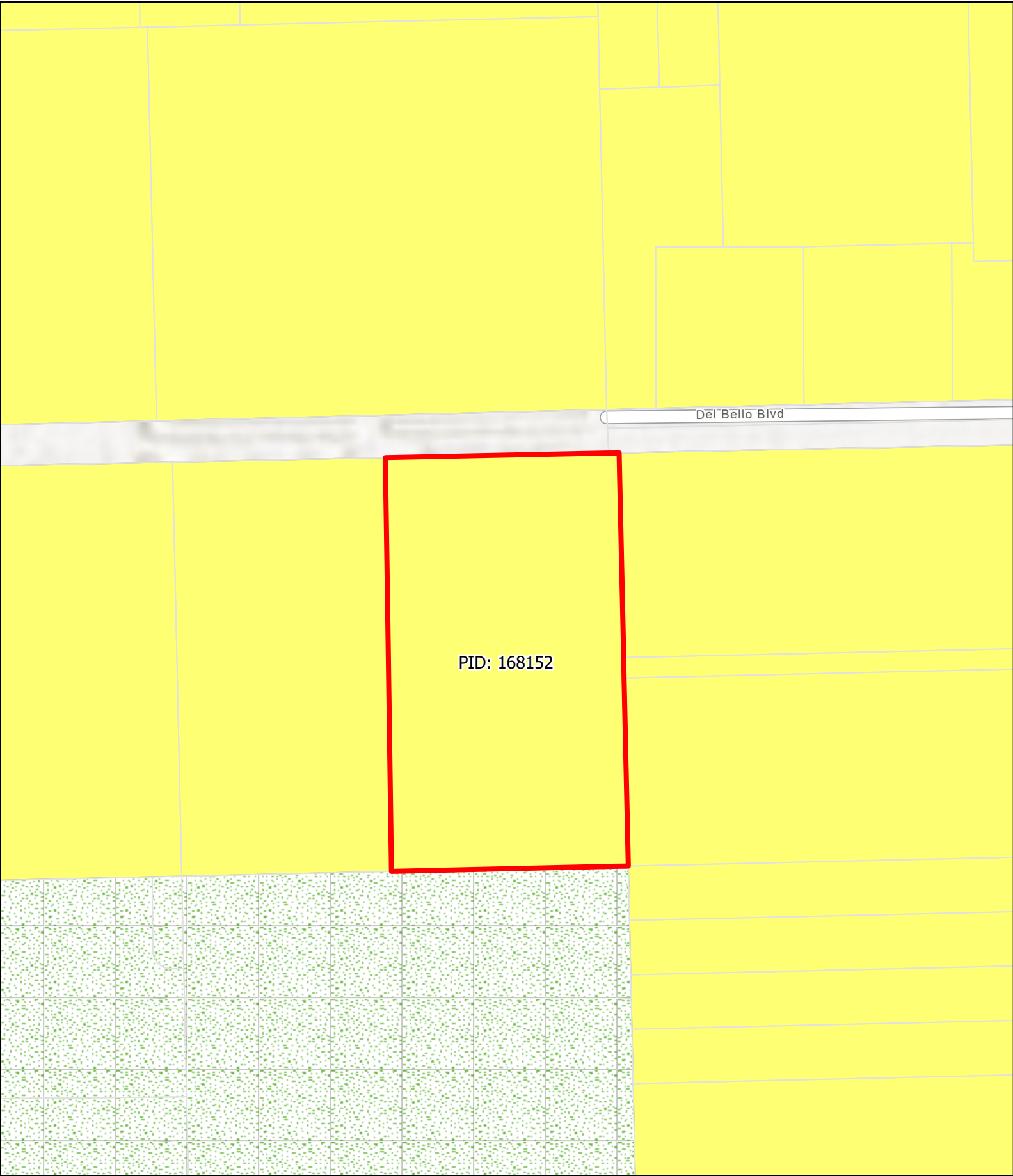
PID: 168152



This map is made available for reference purposes only and should not be substituted for a survey product. The City of Manvel will not accept liability of any kind in conjunction with its use.



Date: September 2022
Reference: 2022088
Data Source: City of Manvel,
Brazoria County Open Data



PID: 168152

Del Bello Blvd

COUNTY ROAD 87 PID: 168152



City of Manvel City Limits
City of Manvel ETJ



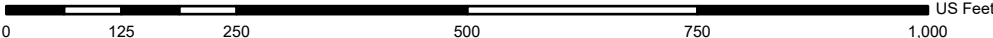
Planned Unit Development



Open Single-Family Residential District



This map is made available for reference purposes only and should not be substituted for a survey product. The City of Manvel will not accept liability of any kind in conjunction with its use.



Date: September 2022
Reference: 2022088
Data Source: City of Manvel,
Brazoria County Open Data

SITE PICTURES (SUBDIVISION VARIANCE)



Picture of the subject site provide by applicant



Viewing west along Unimproved Del Bello Boulevard



Unimproved Del Bello Boulevard and Drainage ditch



Viewing west from Del Bello Boulevard and Pollard Drive intersection



Viewing East along Del Bello Boulevard ROW from Future Manvel City Center Site

RESOLUTION NO. 2021-R-15

**A RESOLUTION DESIGNATING A REPRESENTATIVE AND
ALTERNATE HOUSTON-GALVESTON AREA COUNCIL 2023
GENERAL ASSEMBLY**

* * * * *

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

That **Mayor Debra Davison** be, and is hereby designated as it's Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2023.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is Mayor Pro-Tem **Lorraine Hehn**.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED, APPROVED, AND RESOLVED this ____ day of October 2022.

Debra Davison
Mayor

ATTEST:

Tammy Bell, City Secretary