

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
November 7, 2022**

**NOTICE IS HEREBY GIVEN
5:00 P.M. WORKSHOP
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.

Workshop Session - 5:00 p.m.

Discussion on:

- *Special Events Policy,
- *Code of Ordinances, Chapter 33 Food and Food Handlers, and
- *Code of Ordinances, Chapter 35 -Article X - Mobile Food Vendors.

Discussion on any topic as listed on the agenda dated 11/7/2022

Regular Session - 6:00 p.m.

Call To Order

Inspirational Reading - Council Member Hudson

Pledge

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

Public Hearing

TO HEAR COMMENTS ON A REQUEST FOR CLOSURE AND ABANDONMENT OF A 40 FOOT WIDE UNNAMED AND UNIMPROVED ROAD EASEMENT OF RECORD IN VOLUME 3, PAGE 139, OF THE BRAZORIA COUNTY PLAT RECORDS, IN THE M.V. O'DONNELL SURVEY ABSTRACT NO. 479 BEING PART OF 116.90 ACRE TRACT INCLUDING TRACT 1 - 35.298 ACRES AND TRACT 2 - 80.247 ACRES IN BCCF # 2020004157.

Public Comments: "Comment Card" Required

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

City Manager Update

Update on current events and city issues.

Consent Agenda

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. Acceptance of the meeting minutes to date.
2. Final acceptance of the infrastructure improvements and release of the associated Maintenance Bonds for the following;
Bluewater Lakes Section 1
Bluewater Lakes Section 2
Del Bello Lakes Section 2
Del Bello Lakes Section 4

Regular Agenda

1. Consideration and possible action to select a Construction Manager at Risk (CMAR) for the police station project (construction of an approximate 44,000 sq ft police station); authorize the scope of work for the preconstruction services and approve a preconstruction services contract; authorize the City Manager to execute the agreement.
2. Consideration and possible action to approve a burn ban for 30 days, and authorizing the Fire Marshal and or Mayor to lift it early should the Keetch-Byram Drought Index, as monitored and reported by the Texas Forest Service, reach and maintain 400 or less for five consecutive days.

3. Consideration and possible action to fill the vacancy on the Zoning Board of Adjustment Board.

4. Consideration and possible action to approve the first of two readings of Ordinance 2022-O-29;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF 40' CITY RIGHT-OF-WAY CONSISTING OF APPROXIMATELY 1.354 ACRES OF LAND, BEING AN UNNAMED AND UNIMPROVED ROAD EASEMENT OF RECORD IN VOLUME 3, PAGE 139, OF THE BRAZORIA COUNTY PLAT RECORDS, IN THE M.V. O'DONNELL SURVEY ABSTRACT NO. 479 BEING PART OF 116.90 ACRE TRACT INCLUDING TRACT 1 - 35.298 ACRES AND TRACT 2 - 80.247 ACRES IN BCCF # 2020004157 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. Consideration and possible action to approve the first of two readings of Ordinance 2022-O-30;

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 53. "SIGNS" BY REVISING THE REGULATIONS PERTAINING TO SIGNS WITHIN THE CITY OF MANVEL AND EXTRATERRITORIAL JURISDICTION; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

6. Consideration and possible action to approve the first of two readings of Ordinance 2022-O-31;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING CHAPTER 50. *PLANNING AND DEVELOPMENT*, ARTICLE III. *COMPREHENSIVE PLAN*, BY AMENDING SECTION 50-53. *MASTER DRAINAGE PLAN* APPROVING THE UPDATE TO THE CITY'S MASTER DRAINAGE PLAN; PROVIDING FOR CONFORMITY OF ALL DRAINAGE REGULATIONS TO THE 2022 MASTER DRAINAGE 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.

7. Consideration and possible action to approve Resolution 2022-R-18;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT WITH TXDOT FOR THE REPLACEMENT/REHABILITATION OF THE BRIDGE ON PATTERSON ROAD AT MUSTANG BAYOU; PROVIDING THAT THE MAYOR IS AUTHORIZED TO EXECUTE THE AGREEMENT ANY AND ALL DOCUMENTS ASSOCIATED WITH THE TRANSACTION.
8. Consideration and possible action to approve Resolution 2022-R-19;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, APPROVING A DEVELOPMENT AGREEMENT WITH RIC (MANVEL) LLC FOR THE DEVELOPMENT OF A 131.18-ACRE TRACT OF LAND SITUATED IN BRAZORIA COUNTY MUD No. 29, (FORMERLY CALLED YANNI PALMS); CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.
9. Consideration and possible action to approve Resolution 2022-R-20;
RESOLUTION CONSENTING TO THE ADDITION OF LAND INTO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 40.
10. Consideration and possible action to direct staff on the maintenance of Carpenter Road and working with Brazoria County for the acceptance and dedication of Carpenter Road to the City.
11. Consideration and possible action to direct staff on the following as requested by Council Member Hehn and Council Member Perry;
*Special Events Policy,
*Code of Ordinances, Chapter 33 Food and Food Handlers, and
*Code of Ordinances, Chapter 35 -Article X - Mobile Food Vendors.
(Requested by Council Member Hehn and Council Member Perry)
(Tabled at the 10/17/2022 Council Meeting)

Executive Session

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071: "Consultation with Attorney" and 551.072: Deliberations regarding real property to discuss the following:

- *ROW acquisition*
- *2.197 Acres located at 19803 Morris Avenue, Manvel Texas*

Regular Agenda

12. Consideration and possible action to direct staff on ROW acquisitions.
13. Consideration and possible action to direct staff on the offer made on the 2.197 acres located at 19803 Morris Avenue, Manvel Tx.

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 November 4, 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



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

MINUTES 10/17/2022

Workshop Session

Mayor Pro-Tem Hehn called the workshop of the Manvel City Council to order at 5:02 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 Ed Perry
City Council Member Place 5 Jason Albert
City Council Member Place 6 Jerome Hudson

Absent: Mayor Debra Davison

Also Present: Kyle Jung, City Manager
Dan Johnson, Assistant City Manager/City Engineer
Robert Gervais, City Attorney
Tammy Bell, City Secretary
Keith Traylor, Chief of Police
Chris Thomas, Director of Finance
Gilbert Salas, Director of Community Services
Jessica Rodriguez, Director of Development Services
Joe Murray, Fire Marshal
Brooke Cyphers, Public Information Officer
Jose Abraham, City Planner

Discussion on Manvel Code of Ordinances, Chapter 53, Signs

General discussion

New sign district - Where would it be and what would be allowed?

Council Member Albert - What is an attention-getting device?

Jason - Increase sign size from 16 sq feet to 32 sq feet.

Jessica - The city regulates the type of signs and locations but not necessarily the specifics of the signs.

Lorraine - What are we going to do about the flailing man?

Ed - What was the intent of making the flailing man a prohibited sign? Do we want it prohibited?

Discussion on the Street Maintenance Program.

No discussion

Workshop closed at 5:59 p.m.

Regular Session

Call To Order

Mayor Pro-Tem Hehn called the meeting of the Manvel City Council to order at 6:07 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 Ed Perry
City Council Member Place 5 Jason Albert
City Council Member Place 6 Jerome Hudson

Absent: Mayor Debra Davison

Also Present: Kyle Jung, City Manager
Dan Johnson, Assistant City Manager/City Engineer
Robert Gervais, City Attorney
Tammy Bell, City Secretary
Keith Traylor, Chief of Police
Chris Thomas, Director of Finance
Gilbert Salas, Director of Community Services
Jessica Rodriguez, Director of Development Services
Joe Murray, Fire Marshal
Brooke Cyphers, Public Information Officer
Jose Abraham, City Planner

Inspirational Reading - Council Member Albert

Pledge

Public Comments: "Comment Card" Required

George White -

Texas Food Establishment Regulations (TFER) - City incorporates state, speak against abuse of law because state law says non-profit/charities/churches

Garrett Knox -

Political signs had been removed from his property by city staff. A staff member he spoke with admitted to doing it and replaced them. He is very disgruntled with the code enforcement and states that a lot of other families, businesses, and lack of consistency in communication from Fire Marshal and Code Enforcement. He is not happy with code enforcement. Code enforcement is unsettling and pushing businesses away.

Miranda Gonzales -

Representing Keating Toyota. Issues with code enforcement officer and food establishment guidelines. Lack of consistency and communication with Fire Marshal and Code Enforcement. Deliverance of policy is an issue. Constant discouragement is unsettling and forces businesses to do business in other cities. Pleased with the Police Chief and how he has handled her questions.

Dan Davis -

The sign ordinance is not clear. We need to have collaborative over proactive code enforcement. You have two sides that are being pitted against each other. Does not serve our history or set up our future well.

Noelia Benavides -

Also a realtor and was looking for clarity on the sign ordinance. She also spoke about how Manvel is making it difficult for businesses and are we really "a city on the rise" if we're this way?

City Manager Update

Covid numbers

9 confirmed, down 48

2 possible, down 13

95 recovered

1 new death

Trunk-or-Treat - Police dept and association will be participating in two community Trunk-or-Treats

Consent Agenda

1. Approve the second and final reading 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.
2. Approve the second and final reading 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.

3. Approve the meeting minutes to date.

Council Member Hudson made the motion to approve. Council Member Tyson seconded the motion.

The motion carried with a vote: 6/0

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 Ed Perry, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: None

Absent: Mayor Debra Davison

Abstained: None

Regular Agenda

1. Consideration and possible action to approve a Subdivision variance request seeking to vary Chapter 62, Section 62-111, Additional Street Requirements and Section 62-113, Sidewalks for an approximate 4.9997-acre tract of land located at 3927 Shamrock Lane. The subject site abuts the southernmost property along the eastern side of Shamrock Lane, and authorize the Mayor to execute the Development Agreement.

Property is illegally subdivided by previous owner. Current owner wants to combine the lots so they can build the home.

Site is in ETJ

Currently off of an unimproved Brazoria County road

Provides access to other neighboring properties

No detriment to other property owners

Letters of no objection provided by FD and County

Staff recommends approval with 2 conditions;

1. Expire upon change of use
2. Cannot be further subdivided

Jason suggests to approve with rewording so that it doesn't say the property can never be subdivided, but that the variance would be reconsidered upon request of further subdivision.

Council Member Jason Albert made the motion to approve with an update made to the Development Agreement. Council Member Jerome Hudson seconded the motion.

The motion carried with a vote: 6/0

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 Ed Perry, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: None

Absent: Mayor Debra Davison

Abstained: None

2. Consideration and possible action to approve Resolution 2022-R-16;
A RESOLUTION OF THE CITY OF MANVEL, TEXAS ADOPTING A REVISED DESIGN CRITERIA MANUAL CONTAINING SUBDIVISION IMPROVEMENT STANDARDS FOR ALL DEVELOPMENT WITHIN THE CITY OR ITS EXTRATERRITORIAL

JURISDICTION, PURSUANT TO AUTHORITY CONTAINED IN CHAPTER 62, SUBDIVISION ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AND OTHER PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, AS AMENDED OR TO BE AMENDED; AND CONTAINING OTHER MATTERS ON THE SUBJECT.

Dan Johnson – annual review of the Design Criteria Manual

7 items recommended

1. For MUDs, water and sewer availability will be provided with plats for capacity
2. Slopes for wastewater lines
3. Lift stations
4. Water plants – controlled access gates
5. Backflow prevention – reference city code
6. Sidewalk requirements
7. Brazoria County updated the drainage criteria – so this will be consistent with the county and drainage districts. Rainfall intensities are regional numbers.

Jason Albert - Are we painting too broad a stroke on the sidewalks?

Dan Johnson - We have a modification procedure. If it turns out that a sidewalk is not feasible, they will go through the modification procedure. In the original Manvel townsite, there is still a provision there. They still have a sort of out, if you will. That's where the modification procedure comes in.

Council Member Jerome Hudson made the motion to approve. Council Member Ed Perry seconded the motion.

The motion carried with a vote: 6/0

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 Ed Perry, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: None

Absent: Mayor Debra Davison

Abstained: None

3. Consideration and possible action to approve Resolution 2022-R-17;
A RESOLUTION OF THE CITY OF MANVEL, TEXAS ADOPTING A STREET MAINTENANCE PROGRAM FOR THE CITY OF MANVEL; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

Adewale Taiwo - Capitol Projects Manager presented the Street Maintenance Program from Fugro USA Land, which details comprehensive and concise guidelines covering street maintenance improvements to include pavement distress data, data processing, network level pavement condition, treatment cost, current backlog, budget analysis, a 5-year network-level maintenance, rehabilitation treatment work plan, and road-widening projects.

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

The motion carried with a vote: 6/0

MINUTES MANVEL CITY COUNCIL MEETING October 17, 2022

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 Ed Perry, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: None

Absent: Mayor Debra Davison Abstained: None

4. Consideration and possible action to direct staff on the following as requested by Council Member Hehn and Council Member Perry;

*Special Events Policy,

*Code of Ordinances, Chapter 33 Food and Food Handlers, and

*Code of Ordinances, Chapter 35 -Article X - Mobile Food Vendors. (Requested by Council Member Hehn and Council Member Perry)

Council Member Hehn wants to find a way to give direction to staff to either match what our neighboring cities are doing so Manvel can have events the same as they are.

Keep them open, keep them safe, and bring them back. This is what Manvel code enforcement and FM should be focusing on. When looking around at all the cities around us, they have events all the time. Manvel has nothing.

Ed Perry - What can we do to make sure that we are both following guidelines and being safe but also making the event process more user friendly?

Niccole Tyson - States that the process and demeanor with staff is very difficult to navigate. There needs to be a clearer path.

Jason Albert - The staff needs to be crystal clear. The ordinances should be clear. It should not be left to interpretation. Would like to hear from the community on what their experiences have been.

Lorraine Hehn - Consolidate the events permitting process to what Alvin, Friendswood, Pearland, Iowa Colony, Angleton and all neighboring cities are doing. Need to work on mobile food vending to make this easier as well. We need solutions to make us match up with our sister cities so we can move forward.

Jason Albert - We have some not-so great staff. This needs to be addressed. We need to be of service to the community. Would like to hear from the FM and the Chief in reference to us accepting an inspection from another jurisdiction.

Joe Murray, Fire Marshal - Agrees that this process needs to be streamlined and can look into seeing how we can accept inspections of other jurisdictions.

Kyle Jung, City Manager - Will address attitude among staff members and will bring back ways to address streamlining processes.

Council Member Jason Albert made the motion to table. Council Member Jerome Hudson seconded the motion.

The motion carried with a vote: 6/0

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 Ed Perry, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

MINUTES MANVEL CITY COUNCIL MEETING October 17, 2022

No: None
Absent: Mayor Debra Davison
Abstained: None

Mayor and Council Comments

Adjourn

Council Member Jason Albert made the motion to adjourn. Council Member Jerome Hudson seconded the motion.

The motion carried with a vote: 6/0

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 Ed Perry, City Council Member Place 5 Jason Albert, City Council Member Place 6 Jerome Hudson

No: None
Absent: Mayor Debra Davison
Abstained: None

The meeting adjourned at 8:11 p.m.

CERTIFICATION

DEBRA DAVISON, MAYOR
CITY OF MANVEL, TEXAS

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

From: [Dan Johnson](#)
To: [Kyle Jung](#); [Tammy Bell](#)
Cc: [Jessica Rodriguez](#); [Elaine Graham](#); [Gilbert Salas](#); [Robbie Hall](#)
Subject: 11/07/2022 Consent Agenda - Bluewater Lakes Section 1
Date: Thursday, October 27, 2022 2:48:50 PM
Attachments: [image002.png](#)

Kyle and Tammy,

In order to conclude the maintenance period which began on April 2, 2018, a final inspection walk-through has been conducted for:

Bluewater Lakes Section 1

All punch list items have been addressed and we recommend that City Council accept the infrastructure improvements for this project and release the associated Maintenance Bonds.

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

(281) 489-0630

www.cityofmanvel.com



From: [Dan Johnson](#)
To: [Kyle Jung](#); [Tammy Bell](#)
Cc: [Jessica Rodriguez](#); [Elaine Graham](#); [Gilbert Salas](#); [Robbie Hall](#)
Subject: 11/07/2022 Consent Agenda - Bluewater Lakes Section 3
Date: Thursday, October 27, 2022 2:49:36 PM
Attachments: [image002.png](#)

Kyle and Tammy,

In order to conclude the maintenance period which began on May 7, 2018, a final inspection walk-through has been conducted for:

Bluewater Lakes Section 3

All punch list items have been addressed and we recommend that City Council accept the infrastructure improvements for this project and release the associated Maintenance Bonds.

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

(281) 489-0630

www.cityofmanvel.com



From: [Dan Johnson](#)
To: [Kyle Jung](#); [Tammy Bell](#)
Cc: [Jessica Rodriguez](#); [Elaine Graham](#); [Gilbert Salas](#); [Robbie Hall](#)
Subject: 11/07/2022 Consent Agenda - Del Bello Lakes Section 2
Date: Tuesday, October 25, 2022 2:30:02 PM
Attachments: [image002.png](#)

Date Corrected

Kyle and Tammy,

In order to **conclude** the maintenance period which began on January 21, 2020, a final inspection walk-through has been conducted for:

Del Bello Lakes Section 2

All punch list items have been addressed and we recommend that City Council accept the infrastructure improvements for this project and release the associated Maintenance Bonds.

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

(281) 489-0630

www.cityofmanvel.com



From: [Dan Johnson](#)
To: [Kyle Jung](#); [Tammy Bell](#)
Cc: [Jessica Rodriguez](#); [Elaine Graham](#); [Gilbert Salas](#); [Robbie Hall](#)
Subject: 11/07/2022 Consent Agenda - Del Bello Lakes Section 4
Date: Tuesday, October 25, 2022 2:26:38 PM
Attachments: [image003.png](#)

Kyle and Tammy,

In order to **conclude** the maintenance period which began on July 6, 2020, a final inspection walk-through has been conducted for:

Del Bello Lakes Section 4

All punch list items have been addressed and we recommend that City Council accept the infrastructure improvements for this project and release the associated Maintenance Bonds.

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

(281) 489-0630

www.cityofmanvel.com



CITY OF MANVEL, TEXAS
REQUEST FOR PROPOSAL
CONSTRUCTION MANAGER-AT-RISK FOR
Manvel Police Station
RFP #FY-2022-02

Important Dates

RFP Issue Date: 8/26/2022
RFP Publication Date: 9/4/2022 and 9/11/2022
Pre-Proposal Conference: 10:00AM on 9/12/2022
Pre-Proposal Site Visit: 11:00AM on 9/12/2022
Questions Deadline: 5:00PM on 9/22/2022
Proposal Deadline: 2:00PM on 9/26/2022
Interviews, if applicable: 10/3/2022 - 10/7/2022

INTRODUCTION

The City of Manvel is requesting proposals from qualified construction firms to provide construction manager-at-risk ("CMAR") services necessary for the construction of Manvel Police Station. It is the intent of the City to select a construction manager-at-risk using a one-step selection process.

Notice is hereby given that sealed proposals will be received by the City at City Hall until **2:00PM** on **9/26/2022**. An original proposal and five copies along with an electronic copy shall be submitted in a sealed envelope or package to:

City of Manvel
Attn: City Manager
20031 Morris Ave
Manvel, TX 77578

Sealed submissions shall be clearly marked on the front of the envelope or package as follows:

RFP # FY-2022-02 Construction Manager-at-Risk
City of Manvel Manvel Police Station
Do not open until **2:00PM** on **9/26/2022**

Additional instructions for preparing a response are provided herein. All forms included herein must be completed, signed, and returned with the proposal.

A list of firms submitting proposals will be available the following business day by contacting the following Proposal Contact:

Adewale Taiwo
Capital Project Manager
Adewale.taiwo@cityofmanvel.com
832-336-4075

Copies of this RFP may be obtained at City Hall, 20031 Morris Ave, Manvel, Texas 77578, by contacting the Proposal Contact listed above, or at the City's website found at www.cityofmanvel.com, or on Civcastusa.com.

The City of Manvel reserves the right to reject any and all proposals and to waive defects in proposals. No officer, official, or employee of the City of Manvel shall have a financial interest, direct or indirect, in this or any contract with the City of Manvel. Minority and small business vendors are encouraged to submit a proposal on any and all City of Manvel projects.

The City of Manvel does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Manvel should be directed to the Proposal Contact listed above.

Proposals must be received by the due date and time shown above. Proposals received later than the date and time above will be returned unopened and will not be considered in the evaluation process. No telephone, facsimile, or electronic proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City of Manvel will not be responsible for, and will not consider, missing, lost, or late proposals.

PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference is scheduled for **10:00AM** on **9/12/2022** at the City of Manvel City Hall, 20031 Morris Avenue, Manvel, Texas 77578. During the course of this pre-proposal conference, the City will answer questions from attendees. It is the responsibility of each proposer to examine the entire RFP and seek any necessary clarifications. Requests for clarifications should be made no later than the questions

deadline above. All requests must be posted using the CIVCAST website at www.civcastusa.com. Oral explanations or answers are not binding.

Any interpretations, corrections, clarifications, or changes to this RFP or any related documents will be made by addenda. Addenda will be posted on CIVCAST website at www.civcastusa.com, and www.cityofmanvel.com. Respondents are responsible for monitoring the foregoing website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.

This RFP may only be modified by written addendum. A verbal reply to an inquiry does not constitute a modification of the RFP. No verbal agreement or conversation with any office, agent, or employee of the City shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the proposer. Verbal responses will not otherwise alter the RFP and terms and conditions as stated herein.

PRE-PROPOSAL SITE VISIT

A pre-proposal site visit is scheduled for **11:00AM** on **9/12/2022**. The pre-proposal site visit will start following the pre-proposal conference. The pre-proposal site visit will begin at The City of Manvel City Hall, 20031 Morris Avenue, Manvel, Texas 77578. All Firms submitting proposals are encouraged to attend the site visit.

PROJECT DESCRIPTION

The proposed City of Manvel Police Station is located on an 8.64-acre site at 6615 Masters Road in Manvel, Texas 77578. The project consists of the construction of an approximate 44,000 square foot police station building containing various police departments, an emergency operations center (EOC), community room, evidence processing and storage areas, jail with 10 holding cells and 4-car vehicular sallyport, various building support areas and a standalone 1,250 square foot animal shelter located near the rear of the site. Additionally, the site contains a retention and detention pond area, public and secured staff parking areas with some designated covered parking.

The City of Manvel will negotiate a CMAR contract, based on percentages established in the Project Proposal Form, with the selected CMAR determined to have made the Best Value offer.

Upon completing the negotiations with the selected CMAR, the City will recommend to the City Council to award the CMAR contract to the selected CMAR based on the negotiations. The CMAR contract will be adjusted based on the agreed upon Guaranteed Maximum Price ("GMP") after the design is completed.

PROJECT TEAM

The City has contracted with PGAL as the architectural/engineering firm to provide programming, design, and construction administration services for the project. PGAL's designated representative on the project is Eric Rosipal. The City's representative will be Adewale Taiwo.

SCOPE OF SERVICES

The selected CMAR will provide pre-construction services, including constructability reviews, value engineering and cost optimization recommendations. The CMAR will be required to provide two (2) cost estimates at 100% Design Development and 50% Construction Documentation. Once the construction documents are complete, the selected CMAR will provide a final GMP. The GMP will be inclusive of value engineering and estimating services fees, general conditions, the construction manager's fee, contingency, bonds, insurance, and other agreed upon costs or amounts.

The selected CMAR will execute a contract with the City to furnish all equipment, materials, supplies, labor, permits, insurance, and/or licenses necessary to provide goods and services in accordance with the instructions, specifications, terms, and conditions set forth in this RFP. The selected CMAR will assume risk for construction, rehabilitation, alteration, or repair of the project at the contracted price as general contractor and provide consultation to the City regarding construction during and after design of the project, in accordance with any and all applicable requirements of the project and all applicable laws.

The selected CMAR will be required to provide payment and performance bonds, a maintenance bond, and all insurance required under the contract documents.

ESTIMATED CONSTRUCTION BUDGET

The estimated construction budget for this project is approximately \$18,220,000.00. The estimated budget does not include design costs and building furniture, fixtures, and equipment.

PROJECT SCHEDULE

The tentative design services schedule for the project, starting with pre-design services and ending with the release of bid documents, is **November of 2022**. This schedule is subject to change.

The current estimate of the construction time for substantial completion of the project is **16 months** after the Notice to Proceed with construction. This schedule may be adjusted as a result of negotiations on proposals or preconstruction services by the selected CMAR.

CITY OF MANVEL, TEXAS
INSTRUCTIONS TO PROPOSERS
CONSTRUCTION MANAGER-AT-RISK FOR
Manvel Police Station
RFP #FY-2022-02

INTRODUCTION

The City of Manvel is requesting proposals from qualified construction firms to provide construction manager-at-risk ("CMAR") services necessary for the construction of Manvel Police Station.

The estimated construction budget for this project is approximately \$18,220,000.00. The estimated budget does not include design costs and building furniture, fixtures, and equipment.

This submission will assist the City in selecting a qualified firm to provide CMAR services as described in this RFP. The City needs sufficient information to determine that selected firms are adequately staffed and can demonstrate they are capable of providing the services described in this document. In general, qualified firms will have broad expertise in providing CMAR services and construction of Manvel Police Station.

Partnering and/or teaming is not permitted as part of this proposal.

City of Manvel shall not provide any compensation for work done in preparation of this proposal submittal and subsequent interviews.

Proposing firms are to follow the instructions in this RFP and failure to do so may result in the City deeming a submittal as nonresponsive. Late proposals will not be accepted and will be returned to the proposing firm.

Between the date of the issuance of the RFP and the date of the final contract award by the City of Manvel, individuals, firms and businesses seeking an award of the contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without express written permission from the City of Manvel official named as the Proposal Contact. Violations will be reviewed by the City of Manvel and if determined that such communication has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration for award of contract. This process is to ensure that all proposing firms have the same level of knowledge

relative to the RFP, as well as to ensure any additional data is made available to all proposing firms.

Submitted proposals and all documentation regarding the proposals shall not be made available to the public until official action is taken by the City of Manvel to award or reject this solicitation. All proposals and supporting materials, as well as correspondence relating to this RFP, shall automatically become property of the City of Manvel when received.

All applicable local, state, and federal ordinances, laws, rules, regulations, and statutes shall apply to the proposing firms and services and are incorporated herein by reference. The contract with the selected firm, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the contract, shall be interpreted in all respects in accordance with the Charter and Code of City of Manvel and the laws of the State of Texas.

The Contract shall be awarded to the proposing firm whose proposal is determined to be the most advantageous to the City, considering the relative importance of price and the other evaluation factors included in this RFP.

EVALUATION PROCESS

The City will review the responses and recommend the best qualified proposer to the City Council of the City of Manvel for selection. Proposers shall be evaluated on the relevant information submitted to the City of Manvel. The City of Manvel reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

The following process will be used to enter into a contract with a qualified construction firm to provide the CMAR services requested under this RFP:

1. Sealed proposals will be received by the City at City Hall until **2:00PM** on **9/26/2022**. Proposals shall be submitted in a sealed envelope or package to:

City of Manvel
Attn: City Manager
20031 Morris Ave
Manvel, TX 77578

Proposer shall submit one (1) original and five (5) hard copies and one electronic copy on a flash drive.

Sealed submissions shall be clearly marked on the front of the envelope or package as follows:

RFP #FY-2022-02 Construction Manager-at-Risk
City of Manvel Manvel Police Station
Do not open until 2:00PM on 9/26/2022

2. The sealed proposals will be opened at **2:00PM** on **9/26/2022** at City Hall, 20031 Morris Avenue, Manvel, Texas 77578 and the names of all proposers submitting proposals will be read aloud. Proposals received after that time will be returned unopened.
3. The City will short list and interview 1 or more firms, at its sole discretion, to clarify responses and receive additional information based on Criteria Nos. 1 through 6 listed below. The interviews are expected to occur **10/3/2022 - 10/7/2022** at City Hall. The interviews will focus on the project team, understanding of project scope, the proposers' approach to the project, project schedule, project budget, proposed fees and general conditions, and other project related topics deemed appropriate by the City.
4. The City will meet with the highest ranked short listed proposer based on interviews to clarify any questions regarding the Proposal. The City will negotiate the final terms and conditions of the contract for CMAR services with the top-ranked proposer submitting a proposal. The contract will be in the form of the City's Standard Agreement for Construction Manager-at-Risk.
5. If negotiations fail, the City's representatives will attempt to negotiate a contract with the next ranked firm, and so on if necessary, until the contract is negotiated or all rejected. If the contract is successfully negotiated, the contract will be submitted to the City Council for approval.
6. Within seven days after the City Council approves the contract, the City will document the basis for the selection and make the evaluation public.

EVALUATION CRITERIA

The City has established specific, weighted criteria for selection. Below is the evaluation criteria and the relative weight assigned to each (100 points maximum):

Criteria No.	Description	Weighted Value
1	General Company Information and History	10 points
2	Project Personnel and Experience	20 points
3	Financial Information	10 points
4	Safety	10 points
5	Narrative, Testimonials and References	10 points
6	Fee Quotation and Contract Terms and Conditions	20 points
	Total of Weighted Value for Short List	80 points

7	Interview of Short Listed Firms	20 points
	Total of Weighted Value for Selection	100 points

Proposing Firms shall provide information to support the weighting of each criteria as is explained in detail below.

PROPOSAL SUBMISSION INFORMATION

An original proposal and five copies shall be submitted in a sealed envelope or package, along with one electronic copy which shall be clearly marked on the exterior as follows:

RFP #FY-2022-02 Construction Manager-at-Risk
City of Manvel Manvel Police Station
Do not open until **2:00PM** on **9/26/2022**

EACH PERSON WISHING TO SUBMIT A PROPOSAL MUST DO SO BY FULLY ANSWERING IN WRITING EACH OF THE QUESTIONS ATTACHED TO THIS RFP AS EXHIBIT A. FAILURE TO FULLY ANSWER ALL QUESTIONS IS REASON FOR REJECTION OF THE PROPOSAL.

To enable the City to efficiently evaluate the proposals, proposers MUST follow the required format in preparing their proposals. PROPOSALS THAT DO NOT SUBSTANTIALLY CONFORM TO THE PRESCRIBED FORMAT MAY BE DISQUALIFIED.

Each copy of the Proposal shall be bound using GBC or other semi-permanent binding method to ensure that pages are not lost. Each copy shall be no more than one-half inch (1/2") thick. Pages shall be no larger than letter-size (8 1/2" by 11") or, if folded to that dimension, twice letter size (11" by 17"). Each section (defined below) shall be separated by a tabbed divider. Elaborate covers, binding, dividers, etc. are NOT required and are discouraged.

Each Proposal must be organized in the following order:

1. Outside Cover and/or first page: This shall contain the number and title of the RFP - RFP #FY-2022-02 Construction Manager-at-Risk - City of Manvel Manvel Police Station and clearly identify the firm submitting the proposal.
2. Table of Contents: The next page shall be a table of contents
3. Section 1 Divider: General Company Information and History
4. Section 2 Divider: Project Personnel and Experience
5. Section 3 Divider: Financial Information
6. Section 4 Divider: Safety Program Information
7. Section 5 Divider: Narrative, Testimonials and References

8. Section 6 Divider: Fee Quotation and Contract Terms and Conditions
9. Section 7 Divider: Completed Conflict of Interest Questionnaire
10. Section 8 Divider: Completed Form 1295 - Certificate of Interested Parties

Sole responsibility rests with the Proposing Firm to ensure that their proposal(s) are received on time at the above stated location.

Proposals submitted by alternate means other than those specified in this solicitation shall be rejected. This includes proposals sent by facsimile, email, or any other electronic or telegraphic means. If the City receives a proposal through such alternate means, the City does not assume any burden or liability to notify the proposing firm that the proposal has been rejected.

Conflict of Interest Questionnaire. Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire may be obtained from the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

This legislation is subject to change and each entity should consult its own attorney regarding the current law. Intentional or unintentional concealment of a conflict of interest may result in disqualification of any response to a solicitation.

Any information provided by the City of Manvel is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

Certificate of Interested Parties. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission using the electronic filing application on the Texas Ethics Commission website (www.ethics.state.tx.us). A business entity that wishes to enter into the contract must supply the completed, signed, and notarized Form 1295 to the City.

Other Items

1. The selected CMAR will be required to provide payment and performance bonds along with the GMP, a maintenance bond, and all insurance required under the contract documents. The bonds must be provided on the City's forms. The selected CMAR's insurance and bonding companies should be licensed and authorized to do business in the State of Texas and must have an A.M. Best rating of A-10 or higher.
2. Proposer shall include any relevant documentation related to whether proposer is licensed to provide the requested services in the State of Texas.
3. Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the proposer, shall be included in the project.
4. A proposal may be modified or withdrawn by the proposer any time prior to the time and date set for the receipt of proposals. The proposer shall notify the proposal contact, in writing, of its intentions.
5. If a change in the proposal is requested, the modification shall be so worded by the proposer as to not reveal the original amount of the proposal.
6. Modified and withdrawn proposals may be resubmitted to the City Manager up to the time and date set for the receipt of proposals.
7. All proposals received on time will be accepted. All late proposals will be returned unopened.
8. All proposals shall be valid for a minimum of one hundred eighty (180) days from the proposal due date.
9. The City expressly reserves the right to the following:
 - a. Waive any defect, irregularity or informality in any proposal;
 - b. Reject or cancel any or all proposals;
 - c. Receive proposals from one or more Proposers; and/or;
 - d. Procure services by other means.
10. All required signatures shall be manual, in ink, by an authorized representative of the proposer who has legal authority to bind the proposer in contractual obligations.
11. Proposals shall be typed or in ink. Erasures, interlineations, or other modifications in the proposal shall be initialed in ink by an authorized representative of the proposer.

12. By submitting a proposal in response to this RFP, the proposer represents that it has read and understands all elements of this RFP and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work. Proposer shall promptly notify the City of any omission, ambiguity, inconsistency, or error that it may discover upon examination of the RFP. Failure to make such examination shall be at the proposer's own risk. The City assumes no responsibility for proposer's failure to examine all documents that make up this RFP.
13. The failure or omission of any proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or technical details of the work will not relieve any proposer from any obligations with respect to its proposal or to the Contract.
14. Any contract awarded based on this RFP shall be governed by and construed in accordance with the laws of the State of Texas, is fully performable in Manvel, Texas, and venue for any action related to the contract or this RFP will be Brazoria County, Texas.
15. The implied warranties of merchantability and fitness for a particular purpose shall not be waived under this RFP or any contract awarded from this RFP except as expressly authorized, in writing by the City, granting the waiver.
16. The Work, or any part thereof, to be provided under this RFP, shall not be assignable by the successful proposer without the express written permission of the City.

AWARD

The award of the contract shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the relative importance of price and other evaluation factors set forth herein. In considering the proposal(s), the City reserves the right to select the proposer who will offer contractual terms and conditions most favorable to the City.

The decision of award of the Contract shall be made by **10/10/2022**.

Firms submitting a proposal will be notified via email within 24 hours of the decision. Award notification will be also be posted after award on the City of Manvel website, www.cityofmanvel.com.

**We look forward to your proposal and
appreciate your interest in The City of Manvel.**

EXHIBIT A

Evaluation Criteria

EACH PROPOSER SUBMITTING A PROPOSAL MUST FULLY ANSWER IN WRITING EACH OF THE FOLLOWING QUESTIONS. FAILURE TO FULLY ANSWER ANY QUESTION OR COMPLY WITH THE INSTRUCTIONS IS REASON FOR DISQUALIFICATION OF THE PROPOSAL.

Criteria No. 1 – General Company Information and History (10 Points)

B. General History

1. How many years has your organization been in business as a General Contractor and/ or Construction Manager?
2. How many years has your organization been in business under its present business name?
3. Under what other or former names has your organization operated?
4. If your organization is a corporation, please provide the following:
 - a. Date of incorporation;
 - b. State of incorporation;
 - c. President's name;
 - d. Secretary's name;
 - e. Treasurer's name.
5. If your organization is a partnership, please provide the following:
 - a. Date of organization;
 - b. Type of partnership (if applicable);
 - c. Names of all partners.
6. If your organization is individually owned, please provide the following:
 - a. Date of organization
 - b. Name of owner
7. If the form of your organization is other than those listed above, please describe it and name all principals, partners, officers and/or owners.
8. What is the location of your organization's corporate office, that being defined as the office where the person or persons owning a majority interest in the company spend the majority of their work week?

C. Licensing

1. Please provide a list of jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2. Please provide a list of jurisdictions in which your organization, partnership or trade name is filed.

D. Experience

1. Please provide a list of the categories of work that your organization normally performs with its own forces.
2. Claims and Suits. (If the answer to any of the questions below is yes, please provide details.)
 - a. Has your organization ever failed to complete any work or project awarded to it?
 - b. Please describe any judgments, claims, litigation, arbitration or mediation proceedings or suits pending, outstanding or closed against your organization or its officers within the last ten (10) years.
 - c. Please describe any outstanding unresolved claims.
3. Within the last ten (10) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a project or construction contract? (If the answer is yes, please attach details.)
4. Please state annual amount of construction work performed by your organization for each of the past five (5) years and identify the amount of work performed as the construction manager at risk.
5. Describe the major construction projects your organization has completed in the past five (5) years, giving the name and location of project, owner, architect, original and final contract amount, scheduled and actual date of completion and percentage of the cost of the work performed with your own forces. In answering this question, please disclose whether your organization performed any of the major construction projects as a construction manager at risk.
6. Describe the major construction projects your organization has in progress, giving the name and location of project, owner, architect, staff assigned to the projects, construction contract amount, percentage complete, and scheduled completion date. In answering this question, please disclose whether your organization is performing as a construction manager at risk.
7. Please provide the total monetary value of work your organization has (1) in progress and (2) under contract.

8. Describe the projects, if any, of a similar scope that your organization has completed for a municipality or other government entity in the last ten (10) years as a construction manager at risk, giving the name and location of project, owner, developer, architect, staff members and management assigned to projects, construction contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Criteria No. 2 – Project Personnel and Experience (20 Points)

A. Personnel

1. Please provide an organizational chart that identifies, in detail, (1) key project personnel including project executive, project manager, assistant project manager(s), estimator, project superintendent and assistant superintendent(s) and (2) other company personnel that support the key project personnel. For key project personnel, indicate on or off site and what percentage of time you anticipate each person will devote to this project once construction begins.
2. Please provide resumes for key project personnel and include information regarding:
 - a. Education
 - b. Work History (by company), in reverse chronological order.
 - c. Project experience, in reverse chronological order. Please list project name, contract amount, type and size of facility, owner, architect, engineer and capacity or position the key person served. Please note if the project was bid or negotiated.
3. Please describe how your firm intends to maintain continuity between pre-construction and construction services.

B. Experience

1. Describe the experience of proposed key personnel with police station projects over the last five (5) years. Note the role proposed key personnel performed with listed projects and whether the project was negotiated or bid.
2. Describe the experience of proposed key personnel working together on prior projects.
3. List project experience of both organization and key personnel with the City of Manvel and/or PGAL in the last ten (10) years.
4. State briefly the most pertinent considerations and challenges that must be addressed by a construction manager at risk in the construction of a project of this type. You may wish to include sketches, diagrams, analyses or other tools that will help you illustrate your firm's points.

5. Describe your organization's concepts for working in a team relationship with the City and PGAL during the design and construction of major projects as a construction manager at risk. State why you believe your team is best qualified to address the issues which are relevant to this project.
6. Briefly describe the methods and systems you will use to control the project in areas such as schedule, budget, information tracking and reporting, safety, and quality.
7. Briefly describe the techniques, methods, and systems your organization has developed in order to manage and mitigate the risk of cost and schedule impacts arising from COVID-19, supply chain issues or disruptions, and/or rapidly escalating or changing material costs.
8. Will your firm make all cost information available during design and construction available to the City and architect?
9. Is your firm willing to sign a contract in which you guarantee a maximum price?

Criteria No. 3 – Financial Information (10 Points)

A. Financial statement

1. Please provide a current financial statement¹, preferably audited, including your organization's latest balance sheet and income statement indicating the following information:
 - a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
 - b. Net Fixed Assets;
 - c. Other Assets;
 - d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
 - e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings.)
2. Please provide name and address of firm preparing attached financial statement, and date thereof.
3. Please confirm that the included financial statement is for the organization named on page one. If it is not, please explain the relationship and financial

¹ This information will be kept confidential by the City if each page of the financial statement is clearly marked "**CONFIDENTIAL**."

responsibility of the organization whose financial statement is provided (e.g., parent-subsidary) and state whether the organization whose financial statement is attached will act as guarantor of the contract.

B. Surety

1. Please provide name of bonding company.
2. Please provide name and address of agent.
3. Please provide maximum bond amount available at this time.
4. Please provide your bond premium rate.

C. Insurance

1. Please provide name of insurance carrier or carriers.
2. Please provide name and address of agent.
3. Please provide a Certificate of Insurance for all coverages.
4. Please provide total amount of excess liability insurance coverage in place.
5. Please provide your general liability insurance rate.

Criteria No. 4 – Safety (10 Points)

1. Describe, in detail, your safety program.
2. Please provide the name of your safety officer, contact information, resume and location at which they office.
3. Identify any OSHA recordable incidents that have occurred on a project where you were a prime contractor or a construction manager at risk within the last five (5) years.
4. Identify any OSHA reportable incidents that have occurred on a project where you were a prime contractor or a construction manager at risk within the last five (5) years.
5. Identify any violations of OSHA regulations your company has been found guilty of by OSHA within the past 10 years.

Criteria No. 5 – Narrative, Testimonial and References (10 Points)

A. Narrative

1. The Proposer shall provide, in 1000 words or less and on two (2) pages or less, a narrative that indicates their understanding of the City's needs, their knowledge of the elements involved in the project and the resources, methodologies and management philosophies that would be used for the project. Elements of the project construction such as timely scheduling, cost control, quality control and inspections, construction operations, logistics, and site safety should be addressed. The narrative should be concluded with a summary of the major features of their RFP and a statement analyzing the match between the Proposer's capabilities and the City's needs.

B. Testimonials

1. Proposers may include up to three (3) one-page letters from public owners (professional references) that they have worked with on previous projects. Letters should comment on budget and/or scheduling experiences and qualitative matters related to services received from the contractor or joint venture participants.

C. References

1. Proposers may include other references from owners, architects, and/or engineers that they have worked with on other projects.

D. Remarks

1. The Proposer may include up to one page to address those issues which do not fall into any of the above categories or to expand on previous answers.

Criteria No. 6 – Fee Quotation and Contract Terms and Conditions (20 Points)

1. Preconstruction Phase Services Fee – provide the not-to exceed cost of performing Preconstruction Phase Services (design phase) in accordance with the proposed contract and the stated schedule. Include all associated costs such as travel, printing, consultant fees, general overhead, office supplies, etc.
2. Construction Phase Services Fee – indicate your fee (overhead and profit) stated as a percentage cost of the work, for providing Construction Phase Services in accordance with the proposed contract, the anticipated budget, the stated schedule, and any other terms, conditions, or qualifications that apply to the fee. If you charge a different fee for change orders, indicate what fee you charge (overhead and profit) for change orders as a percentage of the cost of

the work to be performed under the change order or any other terms, condition, or qualifications that apply to the fee for change orders.

3. State any exceptions, qualifications, or revisions you would propose to a proposed contract based on the City's Standard Agreement for Construction Manager-at-Risk, a copy of which is attached as Exhibit B.

EXHIBIT B

Standard Agreement for Construction Manager at Risk

EXHIBIT C

Allowable General Condition Costs

EXHIBIT D

Conceptual Drawing Package

EXHIBIT E

Preliminary Project Schedule

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

STANDARD AGREEMENT FOR CONSTRUCTION MANAGER-AT-RISK

THIS AGREEMENT, made to be effective as of the [REDACTED] day of [REDACTED], 2022, is entered into and by and between the City of Manvel, Texas (the "City") and [Insert Legal Name of CMAR] (the "Construction Manager") whose address is [Insert CMAR address].

WITNESSETH THAT:

WHEREAS, in accordance with all applicable laws, the City caused a Request for Proposal #FY-2022-02 to be published seeking proposals from qualified construction firms to provide construction manager-at-risk ("CMAR") services necessary for the construction of Manvel Police Station; and

WHEREAS, Construction Manager, in response to the Request for Proposal, has submitted to the City, in the manner and at the time specified, a Proposal in accordance with the "Instruction to Bidders" contained within the Request for Proposal; and

WHEREAS, The City Council of the City of Manvel, by Resolution adopted on the [REDACTED] day of [REDACTED], 2022 approved the selection of Construction Manager and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, City and Construction Manager agree as follows:

ARTICLE 1 GENERAL PROVISIONS

- 1.1 **SCOPE OF WORK.** The Construction Manager shall provide CMAR services necessary for the construction of Manvel Police Station in accordance with Request for Proposal #FY-2022-02, which is incorporated herein by reference for all purposes. The CMAR services include Preconstruction and Construction services for the Project (hereinafter the "Work"), which are described in greater detail below.
- 1.2 **THE DESIGN PROFESSIONAL.** The City has entered into an agreement with [Insert Name] to act as the Design Professional on the Project.
- 1.3 **THE CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, Request for Proposal #FY-2022-02, and all documents, conditions,

specifications, technical data, drawings, requirements, and addenda related to the Project.

1.4 **RELATIONSHIP OF PARTIES.** The Construction Manager accepts the relationship of trust and confidence established with the City by this Agreement, and covenants with the City to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Design Professional in furthering the interests of the City. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the City. The City shall endeavor to promote harmony and cooperation among the City, Design Professional, Construction Manager, and other persons or entities employed by the City for the Project.

1.5 **CONFLICTS.** This Agreement, the Contract Documents, and the documents required to be provided constitute the entire agreement of the parties hereto and supersede any prior written or oral agreements and understandings between the parties. If any provision of this Agreement or any provision of the Contract Documents, conflicts or is inconsistent with any other provision of the Contract Documents, then the conflict or inconsistency will be resolved first by reference to the terms of this Agreement and then to Contract specifications and drawings, unless a state or federal law, regulation or restriction would require otherwise, in which case the applicable state or federal provision would control.

2.1 GENERAL PROVISIONS

2.1.1 The Construction Manager shall perform the services described in this Article 2. The services to be provided under Parts 2.2 and 2.3 constitute the Preconstruction Phase services. If the City and Construction Manager agree, after consultation with the Design Professional, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently. The Construction Manager shall perform the duties of and shall hold the rights of a Construction Manager-At-Risk as set forth in Subchapter F of Chapter 2269 of the Texas Government Code.

2.1.2 The Construction Manager shall, in collaboration with the City, the City's legal counsel, and the Design Professional, assist with compliance by all parties with all applicable local, state, and federal rules, laws, ordinances, regulations, and statutes.

2.1.3 Construction Manager covenants that all Work shall be performed in a good and workmanlike manner and that all Materials furnished and used in connection therewith shall be new and subject to approval by Design

Professional, except as otherwise expressly provided for in the Drawings and Specifications. Construction Manager shall cause all Materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing, and equipping of the Project.

- 2.1.4 Construction Manager shall provide competent supervision of all phases of the Work and shall cause the Work to be performed in accordance with the Drawings and Specifications and all things indicated or implied there from. Prior to commencement of construction, Construction Manager shall prepare and submit for City's written approval the Progress Schedules for the Work. These schedules shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the City's prior written approval.
- 2.1.5 Construction Manager shall prepare or cause to be prepared, as part of the Work, all shop drawings and other submittals that are required. Construction Manager will also provide and be responsible for all general conditions of the Work such as hoists, safety equipment, portable toilets, and other necessary provisions, the cost of rental for which shall be part of construction cost.
- 2.1.6 The Construction Manager may delegate safety responsibilities for the Project to subcontractors and trade contractors; however, such delegation shall not relieve the Construction Manager of any of its duties or liabilities to the City under this Agreement.
- 2.1.7 Subcontractors, trade creditors, trade contractors, and suppliers shall not be third party beneficiaries of the rights or benefits of the City created in this Agreement.

2.2 PRECONSTRUCTION PHASE

- 2.2.1 **PRELIMINARY EVALUATION.** The Construction Manager shall provide a preliminary evaluation of the City's program and Project budget requirements, each in terms of the other.
- 2.2.2 **CONSULTATION.** The Construction Manager shall schedule and attend regular meetings with the City and Design Professional. The Construction Manager shall consult with the City and Design Professional regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and, factors related to construction cost

including estimates of alternative designs or materials, preliminary budgets and possible economies.

2.2.3 PRELIMINARY PROJECT SCHEDULE.

2.2.3.1 When Project requirements described in Subparagraph 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Design Professional's review and the City's written approval. The Construction Manager shall obtain the Design Professional's approval of the portion of the preliminary Project schedule relating to the performance of the Design Professional's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the City, Design Professional and Construction Manager.

2.2.3.2 As the design work proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion.

2.2.3.3 If any preliminary Project schedule update indicates that a previously approved schedule may not be met, the Construction Manager shall make appropriate recommendations to the City and Design Professional to minimize and/or eliminate any deviations from the previously approved schedule.

2.2.4 **PHASED CONSTRUCTION.** The Construction Manager shall make recommendations to the City and Design Professional regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.2.5 PRELIMINARY COST ESTIMATES

2.2.5.1 When the City has sufficiently identified the Project requirements and the Design Professional has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Design Professional and written approval of the City, an interim guaranteed maximum price ("IGMP") utilizing area, volume, or similar conceptual estimating techniques.

- 2.2.5.2 When 30%, 60%, and 90% design documents have been prepared by the Design Professional and approved by the City, the Construction Manager shall prepare a more detailed IGMP with supporting data for the review of the Design Professional and written approval of the City when applicable.
- 2.2.5.3 If any cost estimate submitted to the City exceeds previously approved cost estimates or the City's budget, the Construction Manager shall make appropriate recommendations to the City and Design Professional to minimize and/or eliminate any deviations from the previously approved cost estimates or the City's budget.

2.2.6 SUBCONTRACTORS, TRADE CONTRACTORS, AND SUPPLIERS

- 2.2.6.1 A Subcontractor is a person or organization that has a direct contract with the Construction Manager to perform any of the Work at the site. Nothing contained in the Contract Documents shall create any contractual relation between the City and the Design Professional and any subcontractor or any of its sub-subcontractors or materialmen.
- 2.2.6.2 The Construction Manager shall comply with all requirements of Section 2.4.2 in advertising and awarding contracts to Subcontractors.
- 2.2.6.3 The Construction Manager shall not make any substitution for any Subcontractor or person or organization that has been accepted by the City and the Design Professional, unless the substitution is also acceptable to the City and the Design Professional.
- 2.2.6.4 All work performed for the Construction Manager by a Subcontractor shall be pursuant to an appropriate agreement between the Construction Manager and the Subcontractor (and where appropriate between Subcontractors and sub-subcontractors) that shall contain provisions that conform to all applicable provisions under this Agreement.

- 2.2.7 **LONG-LEAD TIME ITEMS.** The Construction Manager shall recommend to the City and Design Professional a schedule for procurement of long-lead time items, if any, that will constitute part of the Work. If such long-lead time items are procured by the City, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the City's acceptance of the Construction Manager's Guaranteed Maximum Price ("GMP") proposal, all contracts for such items shall be assigned by the City to the Construction Manager, who shall accept responsibility for such items

as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead time items.

2.2.8 EXTENT OF RESPONSIBILITY. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the City and the City's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Design Professional and City in writing.

2.2.9 The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.3 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.3.1 When the Drawings and Specifications are sufficiently complete, and after the bids and responses of the subcontractors and trade contractors have been reviewed and evaluated by the Construction Manager and the Construction Manager has made its recommendations to the City of the bids and responses to be accepted, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Construction Phase Services Fee.

2.3.2 As the Drawings and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Drawings and Specifications by the Design Professional that is consistent with the Contract Documents and reasonably inferable there from. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.3.3 The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager to cover costs arising under Subparagraph 2.3.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order. The contingency shall be included in the GMP. Any unused portion of the contingency or any other contract amounts shall be retained by the City.

2.3.4 BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall, at a minimum, include:

- 2.3.4.1 This Agreement;
 - 2.3.4.2 A list of the Drawings and Specifications, including all addenda thereto, which were used in preparation of the GMP proposal;
 - 2.3.4.3 A list of allowances and a statement of their basis;
 - 2.3.4.4 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Drawings and Specifications;
 - 2.3.4.5 The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the GMP;
 - 2.3.4.6 A date sixty (60) days from the date of the GMP proposal by which the City should accept the GMP proposal;
 - 2.3.4.7 The number of calendar days required for substantial completion, which shall be measured from the issuance of a notice to proceed to the actual date of substantial completion; and
 - 2.3.4.8 A proposed construction schedule.
- 2.3.5 The Construction Manager shall meet with the City and Design Professional to review the GMP proposal and the written statement of its basis. In the event that the City or Design Professional discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.
- 2.3.6 Unless the City accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.
- 2.3.7 Prior to the City's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the City may specifically authorize in writing.
- 2.3.8 Upon acceptance by the City of the GMP proposal, the GMP and its basis shall be set forth in Amendment No. 1. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.3.9 The City shall authorize and cause the Design Professional to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the City, Design Professional and Construction Manager. The Construction Manager shall promptly notify the Design Professional and City if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

2.3.10 The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established. The Project is exempt from state sales taxes on material incorporated in the Project. Construction Manager will accept exemption certificates from the City and, where required, will require trade contractors and subcontractors to segregate materials and labor costs.

2.4 CONSTRUCTION PHASE

2.4.1 **COMMENCEMENT.** The Construction Phase shall commence on the earlier of:

2.4.1.1 the City's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed; or

2.4.1.2 the City's first authorization to the Construction Manager to: (a) award a subcontract; (b) undertake construction Work with the Construction Manager's own forces; or (c) issue a purchase order for materials or equipment required for the Work.

2.4.2 BIDDING AND ADMINISTRATION

2.4.2.1 The Construction Manager shall publicly advertise, as prescribed for a governmental entity under Subchapter F, Chapter 2269 of the Texas Government Code and in the manner prescribed under Section 271.025 of the Texas Local Government Code, and receive bids or proposals from trade contractors, subcontractors or suppliers for the performance of all major elements of the Work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if the Construction Manager submits its bid or proposal for those portions of the work in the same manner as all other trade contractors, subcontractors, or suppliers and if the City determines that the Construction Manager's bid or proposal provides the "best

value", as that term is used in Subchapter F, Chapter 2269 of the Texas Government Code, for the City.

- 2.4.2.2 The Construction Manager shall open bids as required by law in the presence of the City's representatives or Design Professional, who shall review all trade contractor, subcontractor, or supplier bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Design Professional, or City. All bids or proposals shall be made public after the award of the contract or not later than the seventh day after the date of final selection of bids or proposals, whichever is later.
- 2.4.2.3 If the Construction Manager reviews, evaluates, and recommends to the City a bid or proposal from a trade contractor, subcontractor, or supplier, but the City requires another bid or proposal to be accepted, the City shall compensate the Construction Manager by a change in compensation, time, and/or GMP for any additional cost and risk that the Construction Manager may incur because of the City's requirement that another bid or proposal be accepted.
- 2.4.2.4 If a selected trade contractor, subcontractor, or supplier defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with the foregoing requirements, the Construction Manager, may, without advertising, fulfill the contract requirements itself or select a replacement trade contractor, subcontractor, or supplier to fulfill the contract requirements.
- 2.4.2.5 The Construction Manager shall enter into contracts with subcontractors, materials suppliers and trade contractors that are selected on the basis of best value to the City. The Construction Manager shall enter into a separate contract or an amendment to this contract with respect to any portions of the Work which the Construction Manager was awarded and which will be performed by the Construction Manager's staff or employees. The Construction Manager may perform all minor work that may be included in the general conditions; and, may seek to perform portions of the major elements of the Work if the Construction Manager submits its bid or proposal for those portions of the work, one day prior to the bid due date, in the same manner as all other trade contractors or subcontractors; and, the City determines that the Construction Manager's bid or proposal provides the best value for the City.
- 2.4.2.6 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Subparagraphs 7.1.8 and 7.1.9 and shall not

be awarded on the basis of cost plus a fee without the prior consent of the City.

- 2.4.3 The Construction Manager shall schedule and conduct meetings at which the City, Design Professional, Construction Manager and appropriate subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes after each meeting.
- 2.4.4 The Construction Manager shall prepare, maintain, and periodically update a schedule in accordance with the schedule accepted through the GMP proposal. The Construction Manager shall identify variances between actual progress of the Work and the schedule and report the variances to the City and Design Professional at regular intervals.
- 2.4.5 The Construction Manager shall provide at least monthly written reports to the City and Design Professional on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of relevant weather conditions at the Project site, subcontractors working on the Project site, number of workers on the Project site, Work accomplished, problems encountered and other similar relevant data as the City may reasonably require. The log shall be continuously available to the City and Design Professional.
- 2.4.6 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the City and Design Professional at regular intervals.
- 2.5 **PROFESSIONAL SERVICES.** The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals.
- 2.6 **UNSAFE MATERIALS.** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City and Design Professional in writing. The City shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the

material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the City shall furnish in writing to the Construction Manager and Design Professional the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and Design Professional will promptly reply to the City in writing stating whether or not either has reasonable objection to the persons or entities proposed by the City. If either the Construction Manager or Design Professional has an objection to a person or entity proposed by the City, the City shall propose another to whom the Construction Manager and Design Professional have no reasonable objection.

2.7 INDEMNIFICATION

2.7.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSTRUCTION MANAGER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, THE DESIGN PROFESSIONAL, AND THEIR OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF CONSTRUCTION MANAGER, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, CONCURRENT, OR JOINT NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTIES.

2.7.2 For all claims not addressed in the above paragraph, Construction Manager shall indemnify, defend, and hold harmless the Indemnified Parties for and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, of any nature whatsoever arising out of or related to this Agreement, the Project, or the Work, but only to the extent that the claim was not caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract of the Indemnified Party.

2.7.3 The obligations to defend in both paragraphs above are not dependent on a final adjudication of fault, but shall be absolute when a claim described above is asserted against an indemnified party.

2.7.4 The foregoing defense and indemnity obligations shall survive the expiration or termination of this agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this agreement but thereafter so long as any claims may be asserted in regard to any acts, errors, or omissions of construction manager in performing under this agreement.

2.8 **WAGE REQUIREMENTS.** Pursuant to Chapter 2258, Texas Government Code, all contractors and any subcontractor involved in the construction of a public work project shall pay not less than the prevailing rates as per diem wages in the locality at the time of construction to all laborers, workmen and mechanics employed by them in the execution of this contract. Construction Manager shall ensure that these requirements are met for the Project and shall ensure that every contract or subcontract relating to the Work requires, on behalf of City, that the prevailing wage rates be paid. To facilitate this compliance, the Construction Manager will conduct a survey of the wages received by classes of workers employed on projects of a character similar to the work in Brazoria County, Texas, and the prevailing rate of per diem wages as a sum certain expressed in dollars and cents; shall present the survey results regarding prevailing per diem to the City for its final determination; and shall specify in (a) the call for bids or proposals required under Paragraph 2.4.2.1 and (b) in the contractors with subcontractors and trade contractors the wage rates determined under this Paragraph 2.8.

3.1 INFORMATION AND SERVICES

3.1.1 The City shall provide full information in a timely manner regarding the requirements of the Project, together with a program which sets forth the City's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The City shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Design Professional, which shall include contingencies for changes in the Work and other costs that are the responsibility of the City.

3.1.3 Throughout the entire Project, City shall provide or contract for, independently of the Construction Manager, the testing of construction materials engineering, and the verification of testing services necessary for the acceptance of the Project by the City. The City shall select these services in accordance with Section 2254.004 of the Texas Government Code. To the greatest extent allowed by applicable law, (a) the Construction Manager shall participate with the City in the selection of persons who will provide such testing and verification services, and (b) the City will not retain

or use the services of any such persons if the Construction Manager presents reasonable objections to such retention or use. In the event that (a) Construction Manager reasonably and in good faith relies upon "testing of construction materials engineering", "verification of testing services necessary for the acceptance of the Project by the City", or any other testing or inspection provided by the City under this Clause 3.1.4.1 (hereinafter collectively "City Provided Testing and Inspection"), (b) any City Provided Testing and Inspection is faulty or erroneous and Construction Manager does not know of and should not reasonably have known of such fault or error, and (c) the Construction Manager is required to perform additional Work as the results of its reliance upon such erroneous or faulty City Provided Testing and Inspection, then a Change Order shall be prepared and signed.

3.1.4 In the Preconstruction Phase, the City shall furnish the following with reasonable promptness and at the City's expense:

- 3.1.4.1 Reports, surveys, drawings and tests concerning the conditions of the site that are required by law.
- 3.1.4.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the surveys shall be referenced to a Project benchmark.
- 3.1.4.3 The services of geotechnical engineers when such services are demonstrated to be reasonably required by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 3.1.4.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

- 3.1.4.5 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.
- 3.2 **CITY'S DESIGNATED REPRESENTATIVE.** The City shall designate the City Manager or his or her designee as the City's representative who shall have express authority to the extent permitted by law or City Charter, and as authorized by City Council, to bind the City with respect to all matters requiring the City's approval or authorization. This representative shall have the authority to make decisions on behalf of the City concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.
- 3.3 **LEGAL REQUIREMENTS.** The City shall advise the Design Professional and Construction Manager of any special legal requirements of which the City is aware relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project.
- 4.1 **COMPENSATION**
- 4.1.1 For the services described in Parts 2.2 and 2.3, the Construction Manager's compensation shall be based on the fees proposed in the Construction Manager response to RFP #FY-2022-02, a copy of which is attached hereto and identified as **Exhibit** ____.
- 4.1.2 Compensation for Preconstruction Phase services shall be **[Insert Amount]**, which may be equitably adjusted by agreement of the parties if: (a) City terminates this contract prior to Construction Phase; or (b) Construction Manager services extend beyond that originally contemplated under this Agreement, or the scope of services is significantly modified.
- 4.2 **PAYMENTS.** Payments are due and payable forty-five (45) days from the date the Construction Manager's undisputed invoice and any required supporting documentation is presented to the City.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

5.1 COMPENSATION

- 5.1.1 For the Construction Manager's performance of the Work as described in Part 2.4, the City shall pay the Construction Manager the Contract Sum consisting of the Cost of the Work For Construction Phase as defined in Article 6, plus the Construction Manager's Construction Phase Services Fee determined to be _____ percent (____ %) of the actual allowed Cost of Work For Construction Phase incurred by the Construction Manager, not to exceed the GMP.

- 5.2 **GUARANTEED MAXIMUM PRICE.** The sum of the Cost of the Work and the Construction Manager's Construction Phase Services Fee are guaranteed by the Construction Manager not to exceed the amount to be provided in Amendment No. 1, as per Part 2.3, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work (Change Orders) is referred to in the Contract Documents as the Guaranteed Maximum Price (GMP). Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the City.

5.3 **CHANGES IN THE WORK**

- 5.3.1 Adjustments to the GMP on account of changes in the Scope of Work subsequent to the execution of Amendment No. 1 may only be made by a written Change Order. However, the GMP may not be increased by more than 25% by Change Orders. Any proposal or request for an adjustment in the GMP or the time for performance must be submitted in writing to the City and the Design Professional promptly, but in no event later than 10 days, after the start of the event giving rise thereto.

- 5.3.1.1 The Construction Manager shall submit supporting data, including the specific proposed change, to the City and the Design Professional within seven (7) days after the submittal of the change proposal. The supporting data shall be accompanied by a written statement that the supporting data is accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Construction Manager believes it is entitled as a result of said event.

- 5.3.1.2 The City will review each proposal and, within thirty (30) days after receipt of the Construction Manager's supporting data, either deny the proposal in whole, approve it in whole, or deny it in part and approve it in part. If the City does not take any action on the proposal within the thirty (30) day period, the proposal will be deemed to have been denied.

- 5.3.1.3 The Contactor's failure to fully and strictly comply with any of these requirements with respect to any claim for an adjustment in the Contract Price or the Contract Time shall constitute a complete and final waiver of said claim.

- 5.3.2 No claim for damages or any claim, other than for an extension of time, shall be made or asserted against the City by reason of any delay. Construction Manager shall not be entitled to an increase in the GMP or payment or compensation of any kind from the City for direct, indirect, general

conditions, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, no matter whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Construction Manager for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the City. Otherwise, Construction Manager shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided herein.

6.1 COSTS TO BE REIMBURSED

6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work in substantial compliance with this Agreement and the Contract Documents. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior written consent of the City. The Cost of the Work shall include only the items set forth in this Article 6.

6.1.2 **LABOR COSTS.** Labor Costs shall include:

- 6.1.2.1 That portion of wages of construction workers employed by the Construction Manager in the proper, direct performance of the Work at the Work site.
- 6.1.2.2 The portion of wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the Work site with the City's agreement. The portion of wages and salaries of the Construction Manager's Project Manager directly attributable to the Project Work shall be included in the Cost of the Work.
- 6.1.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- 6.1.2.4 Costs paid or incurred by the Construction Manager for employee related taxes, insurance, contributions, assessment and benefits required by law or collective bargaining agreements, and, for employees not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and

salaries included in the Cost of the Work under Clauses 6.1.2.1 through 6.1.2.3.

6.1.3 SUBCONTRACT AND TRADE CONTRACTOR COSTS. Payments made by the Construction Manager to Subcontractors and Trade Contractors in accordance with the requirements of the subcontracts and trade contractor contracts for work performed in substantial compliance with this Agreement and the Contract Documents.

6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION. Costs incurred by the Construction Manager for materials and equipment actually incorporated into the completed construction of the Work shall include:

6.1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

6.1.4.2 Costs of materials described in the preceding Paragraph 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the City at the completion of the Work or, at the City's option, shall be sold by the Construction Manager; and amounts realized from such sales shall be credited to the City as a deduction from the Cost of the Work.

6.1.5 OTHER COSTS

6.1.5.1 Costs incurred relating to transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools (collectively "supplies and equipment") not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost of supplies and equipment newly acquired by the Construction Manager for the Work, less a salvage value on such items if not fully consumed, as agreed to by the City and Construction Manager, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value in used condition.

6.1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements,

dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the City's prior written approval.

- 6.1.5.3 Costs of removal of debris from the site.
- 6.1.5.4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site excluding cell phone costs and reasonable, receipted petty cash expenses of the site office.
- 6.1.5.5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- 6.1.5.6 That portion directly attributable to this Agreement of premiums for insurance and bonds, including but not limited to subcontractor payment and performance bonds the cost of which is not included in subcontractor bids, and building permits, and insurance deductibles incurred by the Construction Manager.
- 6.1.5.7 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- 6.1.5.8 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- 6.1.5.9 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Clause 6.1.7.2.
- 6.1.5.10 Royalties and license fees paid for the use of a particular design, process or product specifically required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the City's consent; provided, however, that such costs of legal defenses, judgments and settlements shall be conditioned upon immediate notice to the City when Construction Manager first has knowledge of such claims; and shall not be included in the calculation of the Construction Manager's Construction Phase Services Fee or the GMP; and further provided that such royalties, fees and costs are not excluded by Attachment 1 or other provisions of the Contract Documents.

- 6.1.5.11 Data processing costs related to the Work
- 6.1.5.12 Legal, mediation and arbitration costs, other than those arising from disputes between the City and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the City's written permission, which permission shall not be unreasonably withheld.
- 6.1.5.13 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- 6.1.5.14 Costs of professional engineers and/or other costs permitted under the General Conditions in Attachment 1.
- 6.1.6 **OTHER COSTS.** Other reasonable and necessary costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.
- 6.1.7 **EMERGENCIES AND REPAIRS TO DAMAGED WORK.** The Cost of the Work shall also include costs that are incurred by the Construction Manager:
 - 6.1.7.1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - 6.1.7.2 In repairing or correcting damaged Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage was not caused by the negligence or failure to fulfill a specific responsibility to the City of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, set forth in this Agreement, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, subcontractors, or suppliers.

6.2 COSTS NOT TO BE REIMBURSED

- 6.2.1 The Cost of the Work shall not include:

- 6.2.1.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Work site office, except as specifically provided in Clauses 6.1.2.2 and 6.1.2.3.
- 6.2.1.2 Expenses of the Construction Manager's principal office and offices other than the Project Work site office except as specifically provided in Part 6.1.
- 6.2.1.3 Overhead and general expenses, except as may be expressly included in Part 6.1.
- 6.2.1.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- 6.2.1.5 Rental costs of machinery and equipment, except as specifically provided in Clause 6.1.5.2.
- 6.2.1.6 Costs incurred due to the negligence, errors, or omissions of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the City set forth in this Agreement.
- 6.2.1.7 Costs incurred in the performance of Preconstruction Phase Services.
- 6.2.1.8 Except as provided in Clause 6.1.6, any cost not specifically and expressly described in Part 6.1.
- 6.2.1.9 Any cost which would cause the GMP to be exceeded.

6.3 DISCOUNTS, REBATES AND REFUNDS

- 6.3.1 All refunds, discounts, rebates premiums, or other credits received by the Construction Manager, and amounts received from sales of surplus materials and equipment shall accrue to the benefit of the City.
- 6.3.2 Amounts which accrue to the City in accordance with the provisions of Subparagraph 6.3.1 shall be credited to the City as a deduction from the Cost of the Work.

- 6.4 **ACCOUNTING RECORDS.** The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. The accounting and control systems employed shall comply with minimum requirements satisfactory to the City. The City and the City's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions,

drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law. Notwithstanding any provision to the contrary herein, the Construction Manager shall be solely responsible for uninsured losses relating to theft or embezzlement, and such loss shall not be included as a reimbursable cost or expense under this Agreement.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE WORK

7.1 PROGRESS PAYMENTS

- 7.1.1 Based upon Applications for Payment submitted to the Design Professional by the Construction Manager and Certificates for Payment issued by the Design Professional, the City shall make progress payments as provided below.
- 7.1.2 Not later than the twenty-fifth (25th) day of each calendar month, the City shall make a progress payment to the Construction Manager on the basis of a duly certified and approved Application for Payment; provided that the Construction Manager shall submit the Application for Payment no later than the fifth (5th) day of the calendar month. If the Construction Manager submits the Application for Payment later than the fifth (5th) day of the month, then the progress payment shall be made within forty-five (45) days of the City's receipt of the Application for Payment. The City, however, shall reserve ten percent (10%) of the amount of each Application for Payment if the GMP is less than \$5 million or five percent (5%) of each Application for Payment if the GMP is greater than \$5 million until Final Completion and acceptance of all work covered by this Agreement.
- 7.1.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month
- 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the City or Design Professional to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Construction Phase Services Fee; plus (3) payrolls for the period covered by the present Application for Payment. The Construction Manager shall also submit a Certification and Statement of Compliance with Labor Standards; Affidavit of Bills Paid, and a Waiver and Lien release.
- 7.1.5 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance

with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the work, except that the Construction Manager's Construction Phase Services Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Design Professional may require. This schedule, unless object to by the Design Professional, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

- 7.1.6 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The "percentage completion" shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values. In no event shall the payment obligation of the City for cost of the Work on the Construction Stage exceed the percentage of completion times the GMP.
- 7.1.7 Subject to the other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 7.1.7.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the City of changes in the Work, amounts not in dispute may be included as provided in Attachment 1, even though the GMP has not yet been adjusted by Change Order.
- 7.1.7.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing.
- 7.1.7.3 Add the Construction Manager's Construction Phase Services Fee. The Construction Manager's Construction Phase Services Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Subparagraph 5.1.1 or, if the Construction Manager's Construction Phase Services Fee is stated as a fixed sum in that Subparagraph, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the

two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

- 7.1.7.4 Subtract the aggregate of previous payments made by the City.
- 7.1.7.5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the City's accountants in such documentation.
- 7.1.7.6 Subtract any other amounts that may be withheld pursuant to this Agreement.
- 7.1.8 The City and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontractors.
- 7.1.9 Except with the City's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment that have not been delivered at the site.
- 7.1.10 The Construction Manager warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Construction Manager further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Construction Manager or any other person or entity whatsoever.
- 7.1.11 The Construction Manager shall within fourteen (14) days following receipt of payment from the City pay all obligations for labor and materials performed and furnished by others in connection with the construction, furnishing and equipping of the improvements and the performance of the Work, and shall, if requested, provide the City with evidence of such payment. Construction Manager's failure to make payments within such time shall constitute a material breach of this contract. Construction Manager shall include a provision in each of its subcontracts imposing the same payment obligations on its subcontractors and trade contractors as are applicable to the Construction Manager hereunder, and if the City so requests, shall provide copies of such subcontractor or trade contractor payments to the City. If the Construction Manager has failed to make payments promptly to the Construction Manager's subcontractors or for material or labor used in the Work for which the City has made payment to the Construction Manager, the City shall be entitled to withhold payment to the Construction Manager in part or in whole to the extent necessary to protect the City as determined in the sole discretion of City.

7.2 FINAL PAYMENT

7.2.1 Final payment shall be made by the City to the Construction Manager 30 days after: (1) the City in its discretion determines that the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming work and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the City's accountants or auditor.

7.2.2 The amount of the final payment shall be calculated as follows:

7.2.2.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Construction Phase Services Fee; but not more than the GMP.

7.2.2.2 Subtract amounts, if any, the City is authorized to withhold pursuant to the terms of this Agreement.

7.2.2.3 Subtract the aggregate of previous payments made by the City. If the aggregate of previous payments made by the City exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the City.

7.2.3 Notwithstanding anything to the contrary herein, the City shall only hold such sums following Substantial Completion as are deemed reasonably necessary to protect the City from the consequences of defective work, incomplete work, and notice of unpaid claims from subcontractors, trade contractors and suppliers and/or the requirements of Texas law. If in the event an audit conducted by the City reveals that sums have been improperly paid to the Construction Manager, such sums shall be immediately returned and/or repaid to the City by the Construction Manager within ten (10) days of the demand by City.

7.2.4 If the City's accountants or auditor report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with the dispute resolution procedures herein. Pending a final resolution of the disputed amount, the City shall pay the Construction Manager any undisputed amounts.

7.2.5 When all of the Work is completed and is ready for a final inspection, the Construction Manager shall notify the City and the Design Professional

thereof in writing. Thereupon, the Design Professional will make final inspection of the Work and, if the Work is complete in full accordance with this Agreement, the Design Professional will promptly certify to the City that the Project is complete and the Construction Manager is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Agreement. A Final Requisition for the Disbursement of Project Costs accompanied by the Design Professional's Certificate and Affidavit and Waivers of Lien required of the Construction Manager shall accompany the Final Application for Payment.

7.2.6 The Construction Manager shall not be entitled to final payment unless and until it submits to the City (a) its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the Owners property might be responsible for, have been fully paid or otherwise satisfied; (b) releases and waivers of liens (excluding retainage) from all Subcontractors of the Construction Manager and of any and all other parties required by the Design Professional or the City; and (c) consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by City, the Construction Manager shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

7.2.7 Acceptance of final payment shall constitute a waiver of all claims against the City by the Construction Manager except for those claims previously made in writing against the City by the Construction Manager, pending at the time of final payment, and identified in writing by the Construction Manager as unsettled at the time of its request for final payment.

7.3 TIME OF COMPLETION AND LIQUIDATED DAMAGES

7.3.1 It is understood and mutually agreed by and between the Construction Manager and City that the date of beginning and the time for completion of the Work are essential conditions of this Agreement. The Construction Manager agrees that the Work will be prosecuted regularly and diligently at such rate of progress as will insure full completion thereof within the time frame set forth in Amendment No. 1.

7.3.2 Construction Manager agrees that the Contract Time, i.e. the period for Substantial Completion of the Work shall be determined and agreed upon simultaneously with the agreement as to the GMP as provided in Part 2.3. The Contract Time includes the number of days that Work is anticipated to be delayed due to inclement weather and/or unworkable conditions.

7.3.3 The City and the Construction Manager recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified above, plus any extensions

thereof allowed in accordance with this Agreement. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Construction Manager agree that as liquidated damages for delay (not as a penalty) the Construction Manager shall pay the City [] Dollars (\$.00)] for each day that expires after the time specified in Amendment No. 1 for Substantial Completion until the Work is Substantially Complete.

7.3.4 After Substantial Completion, if the Construction Manager shall neglect, refuse or fail to complete the remaining Work within the time specified in Amendment No. 1 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Construction Manager shall pay the City [] Dollars (\$.00)] for each day that expires after the time specified in Amendment No. 1 for Final Completion until the Work is Finally Complete and ready for Final Payment.

7.3.5 Construction Manager agrees any assessed liquidated damages may be offset against retainage held by the City or against any other amounts or sums due the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

8.1 **INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER.** During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth herein. Such insurance shall be written for not less than the following limits as set forth below.

8.1.1 The Construction Manager must provide the City with certificates of insurance prior to beginning work on the Project. Each certificate of insurance must include the Project name. The certificates are to be approved by City and Design Professional before work commences. The certificates of coverage must be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates must contain enough detail to allow the City to confirm that the following requirements have been fulfilled by the City's insurance coverage. City reserves the right to require complete, certified copies of insurance policies at any time. Construction Manager shall name the City and Design Professional as additional insureds on the Commercial General Liability, Commercial Automobile Liability, and Commercial Umbrella Liability policies and such insurance shall be primary to any other insurance. Approval of the certificates or policies by the City does not relieve the Construction Manager of its duty of indemnification. If the coverage period shown on the current certificate of coverage ends during the duration of the Project, the Construction Manager shall, prior to the end of the coverage period, provide a new certificate of coverage showing extension of the coverage.

8.1.2 The required limits of insurance coverage may be satisfied by any combination of primary, excess, or umbrella liability insurance coverage, provided the primary policy complies with the requirements detailed below and the excess/umbrella policies are written on a "following form" basis. The Construction Manager may maintain reasonable deductibles, subject to approval by the City. The required limits of insurance do not establish a limit on the Construction Manager's liability.

8.1.2.1 Commercial General Liability insurance at minimum limits: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or shall be equal to or greater than \$2,000,000.00. Coverage must be written on an occurrence form of policy and must include coverage for premises liability, products liability, completed operations, explosion, collapse, independent contractors liability, fire legal liability (\$50,000 limit), and underground property damage. Coverage for products/completed operations must be maintained for at least two (2) years after the Work is completed. Contractual liability must be maintained with respect to the Construction Manager's obligations in this agreement.

8.1.2.2 Workers' compensation insurance at statutory limits, including Employers Liability at minimum limits of \$500,000 bodily injury by accident, \$500,000 by disease, aggregate. Additional requirements are provided in Paragraph 8.1.3

8.1.2.3 Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per accident, as respects all owned, non-owned, and hired vehicles.

8.1.3 Each required insurance policy shall:

8.1.3.1 Waive all rights of subrogation against the City for losses arising from Work performed by the Construction Manager for the City;

8.1.3.2 Require the insured to immediately notify the City of any material change in the insurance coverage;

8.1.3.3 Provide the City with 30 days' notice of cancellation, non-renewal, or termination of insurance by return receipt mail (10 days as respects non-payment of premium);

8.1.3.4 Be written by an insurer that is licensed to do business in Texas, classified by the Texas Department of Insurance as an "admitted" insurer, and maintains and A.M. Best rating of A/VII or better throughout the Project until the City has accepted the work;

- 8.1.3.5 Be written on forms that have been filed and approved by the Texas Department of Insurance;
 - 8.1.3.6 Be primary insurance as respects City, its officers, elected officials, employees, agents and representatives. Any insurance maintained by City will be in excess of Construction Manager's insurance and will not contribute to it;
 - 8.1.3.7 Apply separate to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability;
 - 8.1.3.8 Be maintained from the time Work commences until services are completed and accepted by City; and,
 - 8.1.3.9 Must not contain any special limitations on the scope of coverage provided to the City, its officers, elected officials, employees, agents and representatives.
- 8.1.4 Additional Insured: Except for Workers' compensation insurance outlined above, all insurance policies purchased and maintained in compliance with this Section 8 shall name the City as an additional insured. Additional insured coverage must be evidenced by use of ISO Endorsement Form No. CG2010 "Additional Insured - Owners, Lessees or Suppliers - Form B". NOTE: THIS ENDORSEMENT SHALL NOT BE AMENDED IN ANY WAY.
- 8.1.5 The Construction Manager shall include all contractors, subcontractors and trade contractors as insureds under its policies or furnish City separate certificates for each contractor, subcontractor and trade contractor. All coverage required of contractors, subcontractors and trade contractors shall be subject to all of the insurance requirements detailed above except each contractor, subcontractor and trade contractor's general aggregate limit on Commercial General Liability shall be not less than \$1,000,000.00. The requirements of the Commercial Umbrella coverage do not apply to the contractors, subcontractors and trade contractors.
- 8.1.6 The Construction Manager shall purchase and maintain Builders Risk Insurance with limits that are at all times sufficient to cover the value of the exposure. The policy should be written to cover the interests of the City, the Construction Manager, subcontractors, trade contractors, and all subcontractors. Further, the policy shall:
- 8.1.6.1 Stipulate that the insurer will not seek recovery, through subrogation or otherwise, against any insured (even if their negligence causes a covered loss), regardless of the extent of the insured's insurable interest.

- 8.1.6.2 Be written on an "all-risk" basis, and shall provide coverage for fire, extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, sewer backup, seepage, hydrostatic testing, pneumatic testing, mechanical testing and normal settling.
- 8.1.6.3 Apply to foundations, falsework, temporary buildings, and debris removal including demolition occasioned by enforcement of applicable legal requirements.
- 8.1.6.4 Provide coverage for consequential damage ensuing from faulty workmanship, material, construction, or design (resulting damage only, not cost of making good the workmanship).
- 8.1.6.5 Be maintained until the City has accepted the Project as completed or until no one other than the City has an insurable interest in the Project.
- 8.1.6.6 Cover portions of property stored off-site (after written approval of the City) at the value established by the City and portions of the work in transit.

8.2 PERFORMANCE BOND AND PAYMENT BOND

- 8.2.1 Construction Manager shall furnish bonds in accordance with Chapter 2253 of the Texas Government Code. The Performance and Payment Bonds required by this Article shall be provided on the City's forms. Surety companies must be licensed to do business in the State of Texas. The amount of each bond provided by Construction Manager shall be equal to One Hundred Percent (100%) of the GMP. The required Performance and Payment bonds will be delivered when a GMP is established through Amendment Number 1.
- 8.2.2 The payment bond will be: (1) solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Construction Manager or a Subcontractor to supply public work labor or material; and (2) the amount of the bond shall be equal to One Hundred Percent (100%) of the GMP.
- 8.2.3 The performance bond will be: (1) solely for the protection of the City; (2) the amount of the bond shall be equal to One Hundred Percent (100%) of the GMP; and (3) conditioned on the faithful performance of the Work in accordance with the plans, specifications, and Contract Documents.

- 8.2.4 All bonds must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.
- 8.2.5 If at any time the City, for justifiable cause, shall be or become dissatisfied with any surety or sureties for the Performance and/or Payment Bonds, the Construction Manager shall, within five working (5) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such surety or sureties as may be satisfactory to the City. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the City.
- 8.2.6 For Final Acceptance, the Construction Manager shall supply a Two-Year Maintenance Bond dated the date of City Council acceptance, and effective for two (2) years, in the total amount of the Agreement.
- 8.2.7 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Construction Manager shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 8.2.8 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of the execution of this Agreement and/or commencement of construction activities. If at any time during the continuance of this Agreement the surety of the Construction Manager's bonds becomes insolvent, City shall have the right to require additional and sufficient sureties which the Construction Manager shall furnish to the satisfaction of the City within thirty (30) days after notice to do so. In default thereof, the Construction Manager may be suspended and all payment or money due to the Construction Manager withheld.
- 8.2.9 The Construction Manager shall deliver the required bonds to the City at least three days before the commencement of any work at the project site.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 RECORDS AND AUDITS

- 9.1.1 The Construction Manager shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal.
- 9.1.2 These records shall be made available for audit purposes to the City or any authorized representative, and shall be retained for three (3) years after the expiration of this Agreement unless permission to destroy them is granted by the City.
- 9.1.3 If the GMP equals or exceeds \$1 million or the Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, then the following provisions will apply:
- 9.1.3.1 THE REQUIREMENTS OF SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE, MAY APPLY TO THIS CONTRACT AND THE CONTRACTOR AGREES THAT THE CONTRACT CAN BE TERMINATED IF THE CONTRACTOR KNOWINGLY OR INTENTIONALLY FAILS TO COMPLY WITH A REQUIREMENT OF THAT SUBCHAPTER.
- 9.1.3.2 Construction Manager must: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to City for the duration of the Agreement; (2) promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the Construction Manager on request of the City; and (3) on completion of the Agreement, either: (A) provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Construction Manager; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the City.
- 9.1.3.3 As used herein, the term "contracting information" means the following information sent between the City and the Construction Manager: (1) information in a voucher or contract relating to the receipt or expenditure of public funds by the City; (2) solicitation or bid documents relating to the Agreement; (3) communications sent between the City and the Construction Manager during the solicitation, evaluation, or negotiation of the Agreement; (4) documents, including bid tabulations, showing the criteria by which the City evaluated the Construction Manager's response to the City's solicitation or explaining why the Construction Manager was selected; and (5) communications and other information sent

between the City and the Construction Manager related to the performance of the Agreement or the Work performed on behalf of the City.

- 9.1.4 The Construction Manager further agrees that the City is entitled to receive a copy of any and all surveys, reports, maps, studies, information, documents, and data generated, created, prepared, compiled, assembled, or used in connection with the Work. The foregoing shall be provided to the City within three (3) days of a written request from the City and shall be provided at no cost to the City in the format requested by the City.

9.2 SUSPENSION OF WORK AND TERMINATION

9.2.1 Suspension of Work

- 9.2.1.1 Should the City be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Construction Manager shall not be entitled to make or assert claim for damage by reason of said delay, but the time for completion of the Work shall be extended to such reasonable time as the City shall determine will compensate for time lost by such delay with such determination to be set forth in writing.
- 9.2.1.2 The City may, without cause, order the Construction Manager in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the City may determine. In such event, the Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by the suspension, delay, or interruption, but no adjustment shall be made to the extent that: (1) performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Construction Manager is responsible; or (2) an equitable adjustment is made or denied under another provision of the Agreement.

9.2.2 Termination for Convenience

- 9.2.2.1 The City may, at any time, terminate the Agreement for the City's convenience and without cause. Upon receipt of notice from the City of such termination for the City's convenience, the Construction Manager shall: (1) cease operations as directed by the City in the notice; (2) take actions necessary, or that the City may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

- 9.2.2.2 In case of such termination for the City's convenience, the City shall pay the Construction Manager for Work properly executed and shall reimburse the Construction Manager for any reasonable costs incurred solely by reason of the termination.

9.2.3 Termination for Cause

- 9.2.3.1 If, through any cause, the Construction Manager shall fail to fulfill in a timely and proper manner the Construction Manager's obligations under this Agreement, or if the Construction Manager shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Construction Manager and specifying the effective date thereof, at least five days before the effective date of such termination.
- 9.2.3.2 In connection with the termination and subject to any prior rights of the Construction Manager's surety, the City may: (1) exclude the Construction Manager from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Construction Manager; (2) accept assignment of any subcontracts; and (3) finish the Work by whatever method the City may deem reasonable and expedient. In such event, all finished or unfinished Documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Construction Manager under this Agreement shall, at the option of the City, become its property.
- 9.2.3.3 When the City terminates the Agreement pursuant to this section, the Construction Manager shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the costs of finishing the Work and any other damages incurred by the City, such excess shall be paid to the Construction Manager. If such costs and damages exceed the unpaid balance, the Construction Manager shall pay the difference to the City.
- 9.2.3.4 In the event that any termination of Construction Manager for cause is later determined to have been improper, the termination shall automatically convert to a termination for convenience under Section 9.2.2 and Construction Manager's recovery for termination shall be strictly limited to the payments allowable under Section 9.2.2.

- 9.3 **CORRECTION OF WORK.** All work, all materials, whether incorporated in the Work or not, all processes of manufacture and all methods of construction shall

be at all times and places subject to inspection of the City who shall be the final judge of the quality and suitability of the Work, materials, processes for manufacture and methods of construction for the purposes for which they are used. Should they fail to meet the City's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Construction Manager at the Construction Manager's expense. If, in the opinion of the City, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Construction Manager hereunder shall be reduced by such amount as in the judgment of the City is determined to be equitable. If the Construction Manager cannot or will not remedy the Work that the Construction Manager has been notified is defective, the City shall give written notice for the Construction Manager to bring such defective work into compliance with the Contract Documents in a reasonable number of days. If the Construction Manager fails to take corrective action, then the City shall have the defective work corrected and deduct the cost from the Agreement.

- 9.4 **EXTENT OF CONTRACT.** This Agreement, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the City and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.
- 9.5 **OWNERSHIP AND USE OF DOCUMENTS.** The Drawings, Specifications and other documents prepared by the Design Professional, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, subcontractors, sub-subcontractors, trade contractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the City and Design Professional. The Construction Manager, subcontractors, sub-subcontractors, trade contractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Design Professional appropriate to and for use in the execution of their Work under the Contract Documents.
- 9.6 **GOVERNING LAW.** The Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of laws principles.
- 9.7 **ASSIGNMENT.** The City and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal

- representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the contract shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.
- 9.8 **VENUE.** Venue for any claims or disputes arising out of this Agreement shall be in Brazoria County, Texas.
- 9.9 **AMENDMENT.** This Agreement, representing the entire Agreement between the parties may be amended or supplemented by mutual agreement of the parties hereto in writing executed by each party. The amendment or supplementation shall be in writing attached and incorporated in this Agreement.
- 9.10 **INVALID, ILLEGAL OR UNENFORCEABLE PROVISIONS.** In the event that 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. To the extent that any term or provision of this Agreement is in conflict with or inconsistent with a provision of Subchapter F of Chapter 2269 of the Texas Government Code, the provisions of said Subchapter F shall prevail and apply.
- 9.11 **NOTICE.** Unless otherwise specified herein, any notice required or permitted under this Agreement shall be deemed sufficient if given in writing and personally delivered, sent by overnight express delivery service or deposited in the United States mail, postage prepaid, by registered or certified mail (return receipt requested) to the party to whom said notice is to be given. Notices delivered in person, or by overnight express delivery service, shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served by close of business on the third business day after the date said notice is postmarked to the addressee, postage prepaid. Until changed by written notice given by one party to the other, the addresses of the parties for purposes herein shall be as follows:

The City:

City Manager
City of Manvel
20031 Morris Avenue
Manvel, Texas 77578

With a copy to:

City Attorney
City of Manvel
20031 Morris Avenue
Manvel, Texas 77578

The Construction Manager:

XXXXXXXXXX

XXXXXXXXXX

XXXXXXXXXX

- 9.12 **INDEPENDENT CONTRACTOR.** Construction Manager undertakes performance of the Work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the City and Construction Manager, its agents, representatives, employees, engineers, consultants, contractors or subcontractors, for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between City and Construction Manager, its agents, employees, representatives, engineers, consultants, contractors or subcontractors. Neither party shall have the authority to bind nor obligate the other in any manner as a result of the relationship created hereby. Construction Manager's personnel shall be and remain solely the employees of Construction Manager, and at no time or in any manner shall Construction Manager's personnel, employees, agents, representatives, engineers, consultants, contractors or subcontractors be considered as or deemed to be employees of City.
- 9.13 **RIGHT TO CONTROL.** The City shall not have the right to control the manner(s) or prescribe the method(s) by which Construction Manager performs the Work. Construction Manager shall be wholly responsible for the construction manager services. Construction Manager is entirely and solely responsible for its acts and the acts of its agents, employees, representatives, engineers, consultants, contractors and subcontractors engaged in the performance of the Work.
- 9.14 **FINANCIAL INTEREST PROHIBITED.** Construction Manager covenants and represents that Construction Manager, its officers, employees, agents, engineers, consultants, contractors and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.
- 9.15 **TIME IS OF THE ESSENCE.** Construction Manager understands and agrees that time is of the essence with respect to all of its duties and obligations.

- 9.16 **INCORPORATION OF PROVISIONS REQUIRED BY LAW.** Each provision and clause required by law to be inserted into the Agreement shall be deemed to be incorporated herein and the Agreement shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 9.17 **WEATHER CONDITIONS.** In the event of temporary suspension of work, or during inclement weather, or whenever the City's Representative shall direct, the Construction Manager shall cause the Subcontractors to protect carefully all work and materials against damage or injury from the weather. If, in the opinion of the City's Representative, any work or materials shall have been damaged or injured by reason of failure on the part of the Construction Manager or any of the Subcontractors so to protect the Work, such materials and work shall be removed and replaced at the expense of the Construction Manager.
- 9.18 **PROTECTION OF THE WORK AND PROPERTY – EMERGENCY**
- 9.18.1 The Construction Manager shall at all times safely guard the City's property from injury or loss in connection with this Agreement. The Construction Manager shall at all times safely guard and protect the Work and that of adjacent property, from damage. The Construction Manager shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Agreement, by the City or the City's duly authorized representatives.
- 9.18.2 The Construction Manager shall comply with Section 17-417 of the City of Manvel Code of Ordinances with respect to the securing of construction materials in the event of an incoming tropical storm or named hurricane that may impact the City of Manvel.
- 9.18.3 In case of an emergency which threatens loss or injury of property and/or safety of life, the Construction Manager shall be allowed to act, without previous instructions from the City or the City's Representative, in a diligent manner. The Construction Manager shall notify the City or the City's Representative immediately thereafter. Any claim for compensation by the Construction Manager due to such extra work shall promptly be submitted to the City or the City's Representative.
- 9.18.4 Where the Construction Manager has not taken action but has notified the City or the City's Representative of an emergency threatening injury to persons or damage to the Work or any adjoining property, the Construction Manager shall act as instructed by the City or the City's Representative.

- 9.19 **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

The remainder of this page left blank intentionally.

EXECUTED IN Two (2) counterparts (each of which is an original) on behalf of the Construction Manager and on behalf of the City by their duly authorized individuals on this _____ day of _____, 20_____.

ACCEPTED:

CITY:

CITY OF MANVEL, TEXAS

CITY MANAGER

DATE: _____

PROPOSED AND AGREED TO:

CONTRACTOR:

XXXXXXXXXXXXXXXXXXXXX

BY: _____

NAME: _____

DATE: _____

ATTEST:

CITY SECRETARY

ATTEST:

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: November 7th, 2022

TOPIC: CMAR (Construction Manager at Risk) Selection for The Manvel Police Station.

BACKGROUND: The proposed City of Manvel Police Station is located on an 8.64-acre site at 6615 Masters Road in Manvel, Texas 77578. The project consists of the construction of an approximate 44,000 square foot police station building containing various police departments, an emergency operations center (EOC), community room, evidence processing and storage areas, jail with 10 holding cells and 4-car vehicular sallyport, various building support areas and a standalone 1,250 square foot animal shelter located near the rear of the site. Additionally, the site contains a detention pond, public parking area, and secured staff parking areas with some designated covered parking.

The selected CMAR will provide pre-construction services, including constructability reviews, value engineering and cost optimization recommendations. The CMAR will be required to provide two (2) cost estimates at 100% Design Development and 50% Construction Documentation. Once the construction documents are complete, the selected CMAR will provide a final GMP. The GMP will be inclusive of value engineering and estimating services fees, general conditions, the construction manager's fee, contingency, bonds, insurance, and other agreed upon costs or amounts.

The selected CMAR will execute a contract with the City to furnish all equipment, materials, supplies, labor, permits, insurance, and/or licenses necessary to provide goods and services in accordance with the instructions, specifications, terms, and conditions set forth in this RFP. The selected CMAR will assume risk for construction, rehabilitation, alteration, or repair of the project at the contracted price as general contractor and provide consultation to the City regarding construction during and after design of the project, in accordance with any and all applicable requirements of the project and all applicable laws.

The selected CMAR will be required to provide payment and performance bonds, a maintenance bond, and all insurance required under the contract documents.

STAFF RECOMMENDATION: Staff is recommending after evaluating the submissions and interviews that **CORE** is selected for Reward of the CMAR preconstruction services contract

ATTACHMENTS: RFP Matrix for CMAR and CMAR RFP- #FY-2022-02

FUNDING ISSUES

- ☐ Not applicable
☐ Not budgeted
☐ Full amount already budgeted
☒ Funds to be transferred from Acct.# 50-91-7511

SUBMITTING STAFF MEMBER
Adewale Taiwo – Capital Projects Manager

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____

ALLOWABLE GENERAL CONDITION COSTS

Project Management Personnel

Superintendent
Field Office Manager
Assistant Superintendent
Field Office Support Staff
Project Management
Field Engineering
Safety Manager & Safety Consultant

Bonds, Insurance and Payroll Taxes

All risk builder's Risk Insurance
General / Excess liability Insurance
Gen. Contr. Performance & Payment Bonds
Owner's & Contractor's Protective Liability Insurance
Payroll Taxes & Payroll Benefit Cost
Workmen's Compensation Insurance
Auto Insurance

Temporary Utilities and Services

Monthly Utility Cost (Water & Electricity)
Temporary Toilets (2 units)
Dumpster
Temp. HVAC / Electrical (for Testing)
Temporary Telephone System
Site Erosion Control
Temporary Construction Fencing / Barricades
Access Roads
Parking Areas
Traffic Control
Project Scheduling Services
Security Equip., Systems & Personnel

Field Office & Construction Supplies

Field Engineering Equipment & Supplies
Field Project Office
Safety Equipment
Office Furniture
Office Supplies
Office Equipment
Postal / Special Shipping / Delivery Service

Reproduction Services
Copy & Fax Machines and Supplies
Personal Computer Rental
Small Tools and Consumables
Storage Trailers
Progress Photos (Digital)
First Aid Supplies
Project Signage
Contract Closeout
Drinking Water & Accessories

Construction Equipment & Miscellaneous

Crane Rental
Construction Cleanup (Interim Cleanup)
Final Cleanup
Office Cleanup / Janitorial Services
Mock-ups
ABC Fees
Building Permit Fees
Vehicle Rental & Maintenance
Jobsite Radio / Communication Equipment

1. FFE OF 0.7" IN THESE PLANS REFERS TO CIVIL ELEVATION XX.XX' NAVD OR XX.XX' NGVD.
2. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
3. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
4. DO NOT SCALE DIMENSIONS FROM DRAWINGS, ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI).
5. REFER TO CIVIL AND LANDSCAPE DWGS FOR ALL INFORMATION REGARDING SITE ELEMENTS INCLUDING BUT NOT LIMITED TO PAVING, GRADING, SITE DRAINAGE, PLANTINGS ECT.

ARCHITECT



CONSULTANT

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OR CONSTRUCTION PURPOSES.

[illegible]

SHEET NUMBER

MASTERS ROAD (F.M. 1128) - 100' R.O.W.

N19°17'16"E 520.12'

25' BUILDING LINE

SCHEDULED PAVING

10' BUILDING LINE

S74°47'57"E 984.13'

ACCESS CONTROLLED VEHICULAR SWING GATE

ELECTRICAL TRANSFORMER

COVERED PARKING

8 SPACES

EMERGENCY GENERATOR

RADIO TOWER AREA

DUMPSTER AREA

MONUMENT WALL

FLAGPOLES (3)

WATER FOUNTAIN/AERATOR

61 SPACES

PROPOSED RETENTION POND & DETENTION AREA

MONUMENT SIGN

N70°58'58"W 471.43'

ACCESS CONTROLLED VEHICULAR SWING GATE

FENCED OUTDOOR K-9 KENNEL

MECH YARD

SECURE PERIMETER FENCING

SCHEDULED PAVING

WATER FOUNTAIN/AERATOR

S19°17'16"W 295.16'

PROPOSED RETENTION POND & DETENTION AREA

EXISTING POLICE STATION

N70°58'58"W 295.16'

N63°36'22"W 121.07'

N67°45'00"W 310.27'

ENCLOSED ANIMAL SHELTER W/ COVERED DRIVE

SECURED IMPOUND LOT

23 SPACES

SECURE PERIMETER FENCING

MANUAL SLIDING GATE

170 SPACES

COVERED PARKING

SCHEDULED PAVING

MANUAL SLIDING GATE

SECURE PERIMETER FENCING

S03°19'03"E 313.28'

SECURE PERIMETER FENCING

PLAN NORTH

SCALE: 1/32" = 1'-0"

NOTE: KEYNOTE NUMBERING IS FOR ORGANIZATIONAL PURPOSES ONLY AND NOT INTENDED TO REFERENCE A SPECIFIC CSI DIVISION

NUMBER	DESCRIPTION
--------	-------------

INDICATES 1/4" PER FOOT SLOPE TO DRAIN AT ROOF

INDICATES SCOPE OF WORK TO BE INCLUDED IN THIS PERMIT

INDICATES SCOPE OF WORK TO BE INCLUDED IN
FUTURE FIT OUT UNDER SEPARATE PERMIT

ROOM AND DOOR REFERENCE NUMBERS ARE FOR CONSTRUCTION COORDINATION ONLY. CONTRACTOR SHALL COORDINATE WITH OWNER FOR FINAL ROOM & DOOR IDENTIFICATION.

DO NOT SCALE DIMENSIONS FROM DRAWINGS, ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI). ALL DIMENSIONS ARE TO FACE, STUD GRID, LINES AND FACE OF MASONRY INFER WALL TO FINISH FACE OF MASONRY. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.

ALL 36" WIDE INTERIOR SWING DOORS SHALL BE LOCATED 2'-0" FROM CENTER OF DOOR TO PERPENDICULAR SURFACE OF ADJACENT WALL AT DOOR JAMB UNLESS OTHERWISE NOTED.

CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.

CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICT WITH DRAWINGS PRIOR TO PROCEEDING WITH ASSIGNED WORK.

REFER TO WALL TYPE SCHEDULE FOR ADDITIONAL INFORMATION.

ALL SHAPES PENETRATING SLAB SHALL BE RATED 2H.

CONCRETE SHALL BE 4000 PSI MINIMUM STRENGTH AND TYPE OF BLOCKING FOR INSTALLATION OF SIGNAGE, PLUMBING FIXTURES, MILLWORK, ETC. ALL CONCEALED WORK SHALL BE FIRE RETARDANT TREATED (F.R.T.).

DO NOT REMOVE REINFORCEMENT FOR ALL WALL MOUNTED FURNITURE AND EQUIPMENT AS REQUIRED.



**CITY OF MANVEL
POLICE DEPARTMENT**

ARCHITECT



PGAL, Inc.
3131 Briarpark Dr.
Suite 200
Houston, TX 77042
T 713 622 1444
F 713 622 1444
www.pgal.com

CONSULTANT

REGISTRATION

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OR CONSTRUCTION PURPOSES.**

DRAWING HISTORY

[illegible]

PROJECT NAME

MANVEL POLICE
STATION

PROJECT LOCATION

6615 MASTERS
ROAD
MANVEL, TX 77578

PROJECT NUMBER

1005459.00

SHEET TITLE

OVERALL FLOOR
PLAN

SHEET NUMBER

P-1



OVERALL FLOOR PLAN

SCALE: 3/32" = 1'-0"

FILE
NAME: C:\@RevitLocals\City Of Manvel - Police Department\MPD_ARCH_R2022.rvt
DATE STAMP: 6/8/2022 1:52:30 PM

[illegible]

City of Manvel Manvel Police Station

26-Sep-22

Evaluator: _____

EVALUATION OF RFP

		Criteria Number (See Below)							
	Respondant	1	2	3	4	5	6	7	Total Points
		10	20	10	10	10	20	20	100
		History	Experience	Finance	Safety	References	Fee	Interview	
	Core Construction	9	16	9	9	9	13	18	83
	Flintco	8	14	7	9	8	17	16	79
	Durotech	7	15	8	7	8	16	14	75
	Christensen Building Group	6	16	8	8	7	13	11	69
	Teal Construction	7	14	8	6	7	12	0	54
	Brookstone Construction	7	12	7	7	5	10	0	48
	Stewart Builders	3	10	7	6	8	12	0	46
	Average								64.8571429

EMR	Fee	%	\$ 20,000,000	Total CMAR
0.65	\$ 50,000	3.75%	\$ 750,000	\$ 800,000
0.49	\$ 25,000	2.50%	\$ 500,000	\$ 525,000
0.72	\$ 32,000	2.95%	\$ 590,000	\$ 622,000
0.71	\$ 15,000	3.36%	\$ 672,000	\$ 687,000
	\$ 10,000	3.00%	\$ 600,000	\$ 610,000
0.74	\$ 12,500	2.70%	\$ 540,000	\$ 552,500
0.49	\$ 25,000	3.00%	\$ 600,000	\$ 625,000
0.67	\$ 18,900	3.0%		

CMAR is what we do.



CONSTRUCTION MANAGER-AT-RISK SERVICES FOR

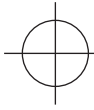
Manvel Police Station



3000 Polar Lane, #503
Cedar Park, TX 78613
T: 737-239-0600
DUE: 09-26-22 | 2:00 PM

RFP #FY-2022-02

Cover Letter



September 26, 2022

City Manager
City of Manvel
20031 Morris Avenue
Manvel, TX 77578

RE: RFP #FY-2022-02 | CMAR | MANVEL POLICE STATION

Dear City Manager and Selection Committee,

CORE Construction (CORE) is grateful for the opportunity to partner with the City of Manvel (the City), and to share our experience and qualifications as the Construction Manager-at-Risk (CMAR) for the Manvel Police Station. We believe that the City should not simply hire any team, but should hire a team with the necessary credentials, experience, and unique understanding of how to successfully execute fast-track, logistically challenging projects.

PROFESSIONAL SERVICES: As a Construction Manager, CORE strives to provide the industry's very best professional services. Our belief that 'The Client Decides' is the foundation of our approach to these services, and we continually look for ways to leverage our expertise to help provide our Clients and Building Partners with services above and beyond those of our competitors. Our professional services extend well beyond traditional, and we utilize the industry's most current technology and market information to ensure an efficient and seamless project experience.

PRE-CONSTRUCTION SERVICES: CORE has achieved the budget, schedule, and project objectives for every awarded CMAR project. We will utilize state-of-the-art tools to ensure the results are shared with the City. We use advanced software such as On-Screen Takeoff (OST), Bluebeam, and Virtual Construction technology to generate accurate, cost-effective results, and effective team collaboration during all stages of construction. Our team is committed to actively listening, collaborating, and communicating from the beginning stages of Programming, through Pre-construction, Construction, and Warranty to ultimately ensure that Best Value is achieved for the City and community on the Manvel Police Station project.

A TEAM OF INDUSTRY LEADERS: We have carefully selected a team of recognized industry leaders to serve The City. Our team of multi-disciplined professionals offer diverse skillsets and track records of successful performance on programs of similar size and scope. Our team's strength is attributed to extensive experience and a record of successful past performance and complete Client satisfaction.

ON-TIME PROJECT DELIVERY: CORE has successfully delivered over 700+ municipal projects on-time and will do the same for The City. We will start the project by hosting an interactive workshop to identify all constraints, working together towards removing constraints from the critical path. Our team of professionals utilize many techniques to keep a project of this size on-schedule. We have developed a preliminary baseline construction schedule and milestone schedule and will utilize the Last Planner System to develop a high-level pull plan for your project. To keep your project on schedule, we will gain buy-in from all stakeholders.

Thank you for your consideration. We look forward to working with the City of Manvel.

Respectfully,

Nichole Kotsur
Vice President of Public Safety | CORE Construction






COLLIN
COLLEGE

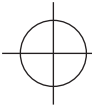


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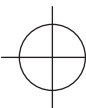
CITY OF GARLAND POLICE
PROPERTY AND EVIDENCE BUILDING



MUNICIPAL COURT



General Company Information and History



1. How many years has your organization been in business as a General Contractor and/ or Construction Manager?

CORE has been in business for 85 years and 32 of years in the state of Texas.

2. How many years has your organization been in business under its present business name?

CORE has been in business under its present name for 19 years.

3. Under what other or former names has your organization operated?

CORE previously operated under the name Diversified Construction Services, Inc until 2003.

4. If your organization is a corporation, please provide the following:

a. **Date of incorporation;** 10/18/1990

b. **State of incorporation;** Texas

c. **President's name;** Gary Frazier

d. **Secretary's name;** Mark Steffen

e. **Treasurer's name.** Mark Steffen

5. If your organization is a partnership, please provide the following:

a. **Date of organization;** N/A

b. **Type of partnership (if applicable);** N/A

c. **Names of all partners:** N/A

6. If your organization is individually owned, please provide the following:

a. **Date of organization:** N/A

b. **Name of owner:** N/A

7. If the form of your organization is other than those listed above, please describe it and name all principals, partners, officers and/or owners.

N/A

8. What is the location of your organization's corporate office, that being defined as the office where the person or persons owning a majority interest in the company spend the majority of their work week?

CORE Construction
6320 Research Road
Frisco, TX 75033

C. Licensing

1. Please provide a list of jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

- Alabama - BC 46946
- Arizona - B-01 069786
- Arizona - A 110343
- Arizona - B 199920
- California - B 954885
- Colorado - No License Required
- Florida - CGC 1516489
- Florida - CGC 43320
- Georgia - GCCCO 003427; 003325
- Georgia - GCQA A003334;A003437
- Iowa - No License Required
- Idaho - RCE 41083
- Idaho - nlimited 025816
- Illinois - No License Required
- Indiana - Registered Public Works Contractor
- Louisiana - 54378; 884216; 250681
- Michigan - No License Required
- Mississippi - 21807-MC
- Missouri - No License Required
- North Carolina - Unlimited 77604
- Nevada Corporation- 0077142 0006144A
- New Mexico - GB98 372635
- New Jersey - No License Required
- Ohio - No License Required
- Oklahoma - No License Required
- Puerto Rico - Residential SJ-17295- CN
- South Carolina - Unlimited G120463
- Tennessee - Unlimited 00067481
- Texas - No License Required
- Utah - B100 850400-5501
- Washington - CC-01 CORECCM820JK
- Wisconsin - No License Required

2. Please provide a list of jurisdictions in which your organization, partnership or trade name is filed.

N/A. Please refer to 1. for CORE's list of jurisdictions and trade categories pertaining to our organization.

D. Experience

1. Please provide a list of the categories of work that your organization normally performs with its own forces.

CORE provides pre-construction, construction management and warranty services utilizing our own personnel. We have the ability to self-perform work in the following areas:

- Site Work
- Concrete
- Excavation/Earthwork
- Specialty Finishes
- Masonry
- Carpentry
- Steel Erection

For any work to be self-performed, CORE will submit a proposal in the same manner required of all Trade Partners. It is the City's decision to select the Trade Partners who provides Best Value to the Manvel Police Station project.

2. Claims and Suits. (If the answer to any of the questions below is yes, please provide details.)

a. Has your organization ever failed to complete any work or project awarded to it?

No, CORE has never failed to complete any work or project we have been awarded.

b. Please describe any judgments, claims, litigation, arbitration or mediation proceedings or suits pending, outstanding or closed against your organization or its officers within the last ten (10) years.

CORE does not have any judgments, claims, litigation, arbitration or mediation proceedings or suits pending, outstanding or closed against our organization within the last 10 years,

c. Please describe any outstanding unresolved claims.

N/A

3. Within the last ten (10) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a project or construction contract? (If the answer is yes, please attach details.)

No

4. Please state annual amount of construction work performed by your organization for each of the past five (5) years and identify the amount of work performed as the construction manager at risk.

2017 \$884,587,000 90%	CMAR Amounts:
2018 \$1,060,182,000 92%	2018: \$280M
2019 \$1,004,834,000 92%	2020: \$970M
2020 \$1,060,182,000 95%	2020 : \$1,151,415,000
2021 \$1,132,609,000 95%	

5. Describe the major construction projects your organization has completed in the past five (5) years, giving the name and location of project, owner, architect, original and final contract amount, scheduled and actual date of completion and percentage of the cost of the work performed with your own forces. In answering this question, please disclose whether your organization performed any of the major construction projects as a construction manager at risk.

Please see pages 5-7 for our list of major construction projects CORE has completed in the past five (5) years.

6. Describe the major construction projects your organization has in progress, giving the name and location of project, owner, architect, staff assigned to the projects, construction contract amount, percentage complete, and scheduled completion date. In answering this question, please disclose whether your organization is performing as a construction manager at risk.

Please see pages 8-11 for our list of major construction projects CORE has in progress.

7. Please provide the total monetary value of work your organization has (1) in progress and (2) under contract.

National numbers for CORE:

(1) Total Value of Work in Progress: \$3,446,961,147

(2) Total Value of Work Under Contract: \$1,355,899,498

8. Describe the projects, if any, of a similar scope that your organization has completed for a municipality or other government entity in the last ten (10) years as a construction manager at risk, giving the name and location of project, owner, developer, architect, staff members and management assigned to projects, construction contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Please see pages 12-16 for projects of similar scope.

MAJOR CONSTRUCTION PROJECTS COMPLETED IN PAST 5 YEARS



College Station City Hall

College Station, TX | CMAR | Original Amount: \$36.7M | Final Amount: \$36.7M

Owner: College Station

Architect: Kirksey Architects, Inc.

Schedule Start: 3/31/2020 **Projected Completion:** 12/15/2021 **Actual Completion:** 12/15/2021

Percentage of Work Performed with Own Forces: 5%

Reference: Jeff Capps, Previous City Manager | P: 979-777-0426



Emerson High School

Frisco, TX | CMAR | Original Amount: \$111.6M | Final Amount: \$111.6M

Owner: Frisco ISD

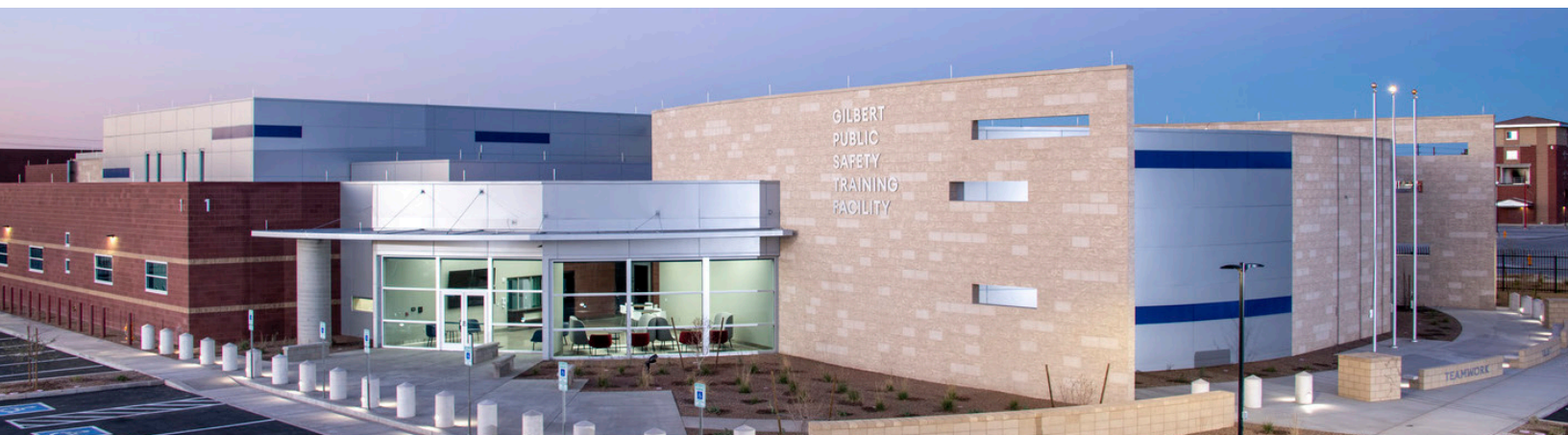
Architect: Stantec

Scheduled Completion Date: 08/21

Actual Completion Date: 08/21

Percentage of Work Performed with Own Forces: 5%

(CONTINUED)



Gilbert Public Safety Training Facility

Gilbert, AZ | CMAR | Original Amount: \$66M | Final Amount: \$66M

Owner: Town of Gilbert

Architect: Cole Architects

Schedule Start: 5/13/2019 **Projected Completion:** 6/1/2021 **Actual Completion:** 2/1/2021

Percentage of Work Performed with Own Forces: 5%

Reference: Michael Soelberg, Police Chief | P: 480-390-9933



Queen Creek Public Safety Facility and Fire Station No. 1

Queen Creek, AZ | Design-Build | Original Amount: \$15.6M | Final Amount: \$15.7M

Owner: Town of Queen Creek

Architect: Perlman Architects of AZ, Inc.

Schedule Start: 1/4/2016 **Projected Completion:** 8/17/2017 **Actual Completion:** 8/17/2017

Percentage of Work Performed with Own Forces: 5%

Reference: Joe LaFortune, CIP Director | P: 480-797-4854

(CONTINUED)



Flagstaff Core Services Maintenance Facility

Flagstaff, AZ | Design-Build | Original Amount: \$24.5M | Final Amount: \$23.5M

Owner: City of Flagstaff

Architect: APMI Inc.

Schedule Start: 5/31/2017 **Projected Completion:** 6/24/2018 **Actual Completion:** 6/24/2018

Percentage of Work Performed with Own Forces: 5%

Reference: Craig Smith, Director of Facilities | P: 928-213-2160



Panther Creek High School

Frisco, TX | CMAR | Value: \$109M | **Original Contract Amount: \$109,190,592.00 | Final Contract Value \$109,190,592.00**

Owner: Frisco ISD

Architect: Corgan

Scheduled Completion Date: 07/22

Actual Completion Date: 07/22

Percentage of Work Performed with Own Forces: 5%

Reference: William Rushing, Construction Supervisor (retired) | P: 469-633-6500

MAJOR CONSTRUCTION PROJECTS IN PROGRESS (PARTIAL LIST)

CITY OF FRIENDSWOOD PUBLIC SAFETY BUILDING Friendswood, TX



Owner: Hailee Medwedeff
City of Friendswood
P: 281-993-3402

Architect: Ryan McLemore
PGAL
P: 713-968-9357

Current Contract Amount: \$5,500,000

Percent Complete: 65%

Contract Completion Date: 3/2023

Assigned Team: Nichole Kotsur, V.P. Public Safety;
Sarah Norman, Project Manager; Ernest Pena,
Superintendent
Cade Simmons, Asst Project Manager



TRAVIS COUNTY ESD 2 FIRE TRAINING & FIRE STATION NO. 7 Manor, TX

Owner: Victor Gonzalez
Travis County ESD 2
P: 512-989-4559

Architect: Don Greer
BSW Architects
P: 512-610-4700

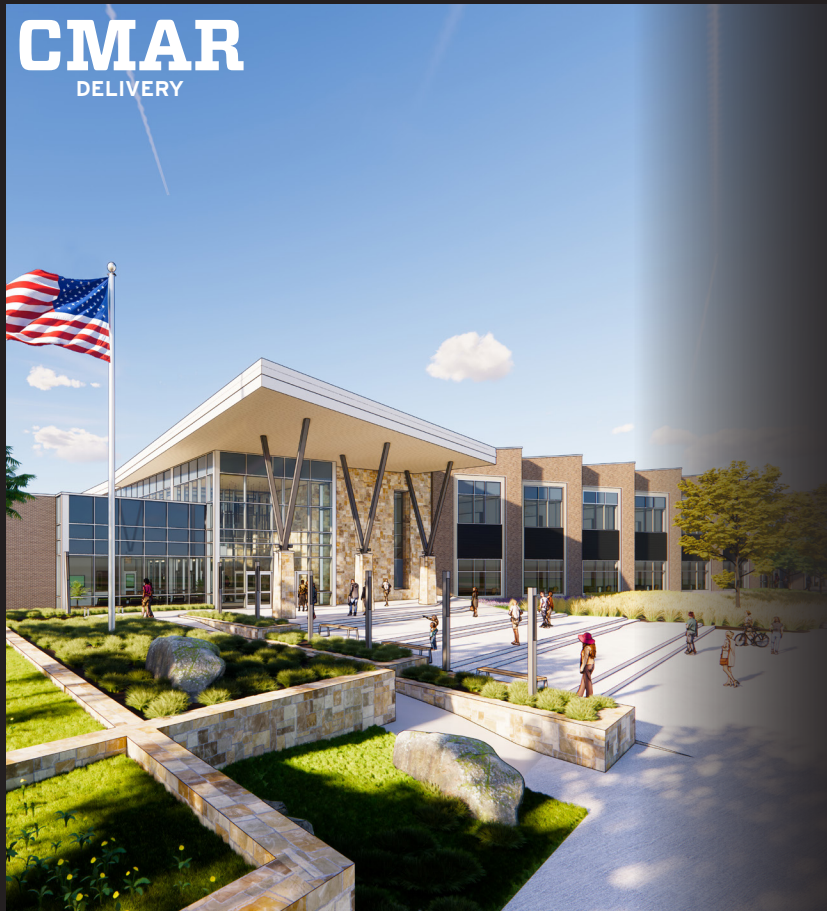
Current Contract Amount: \$22,000,000

Percent Complete: in Pre-construction

Contract Completion Date: 12/2023

Assigned Team: Nichole Kotsur, V.P. Public Safety; Matt Letlow, Sr. Project Manager; Robert Sanes, Superintendent;

(CONTINUED)



CMAR
DELIVERY

EAGLE MOUNTAIN HIGH SCHOOL Fort Worth, TX

Owner: Bill Kidd
Eagle Mountain-Saginaw Independent
School District
P: 817-296-3363

Architect: Gloria Villalobos-Hernandez
VLK Architects
P: 817-633-1600

Current Contract Amount: \$271,570,000

Percent Complete: 20%

Contract Completion Date: 6/2024

Assigned Team: Jeff Jackson, *Project Director*; Todd Scallorn, *Sr. Project Manager*; Nate Keller, *Asst. Project Manager*; Vince MaManis, *Sr. Superintendent*; Coy Rhine, *Superintendent*; Kelly Young, *Superintendent*; Tito Canales, *Superintendent*; Cody Harris, *Asst. Superintendent*

FORT WORTH POLICE DEPARTMENT SOUTH PATROL DIVISION Fort Worth, TX

Owner: Brian Glass
City of Fort Worth
P: 817-392-7590

Architect: Chuck Freeman
Callahan & Freeman
P: 817-478-1765

Current Contract Amount: \$14,700,000

Percent Complete: in Pre-construction

Contract Completion Date: 12/2023

Assigned Team: Matt Letlow, *Project Director*; Bobby Robertson, *Project Manager*; Brent Peterson, *Project Manager*; Brent Frenchak, *Sr. Superintendent*



CMAR
DELIVERY

(CONTINUED)

C.W. WORTHINGTON MIDDLE SCHOOL Haslet, TX

Owner: Tommy Osborne
Northwest Independent School District
P: 214-663-1349

Architect: Patrick Glenn
Glenn | Partners
P: 214-725-6135

Current Contract Amount: \$69,500,000

Percent Complete: 63%

Contract Completion Date: 4/2023

Assigned Team: Chris Brown, *Project Director*;
Darryl Miller, *Sr. Project Manager*; Logan Spears,
Project Manager; John Miraldi, *Superintendent*;
Anthony Wolf, *Superintendent*; Drew Murphy,
Superintendent



CMAR
DELIVERY

G.W. CARVER MIDDLE SCHOOL Waco, TX

Owner: Gloria Barrera
Waco Independent School District
P: 713-805-7499

Architect: Jarrod Sterzinger
O'Connell Robertson
P: 512-478-7286

Current Contract Amount: \$62,951,522

Percent Complete: 40%

Contract Completion Date: 7/2023

Assigned Team: Steven Butler, *Project Director*; David Gonzalez, *Project Manager*;
Rey Garza, *Superintendent*



(CONTINUED)



CMAR
DELIVERY

**DALLAS COLLEGE EASTFIELD
STUDENT SUCCESS CENTER
Mesquite, TX**

Owner: Jon Moreau
CBRE
P: 214-399-9954

Architect: Dan Eikenberry
Perkins + Will
P: 817-721-2209

Current Contract Amount: \$45,251,129

Percent Complete: 42%

Contract Completion Date: 6/2023

Assigned Team: Steven Butler, *Project Director*,
Darryl Miller, Sr. *Project Manager*, John Miraldi,
Superintendent, Yilian Zuniga, *Superintendent*,
Misael Luna, *Asst. Project Manager*

**ROYCE CITY POLICE STATION
Royce City, TX**

Owner: Kirk Aldridge
Royce City Police Department
P: 972-524-4774

Architect: Stephen Hilt
BRW Architects
P: 214-528-8704

Current Contract Amount: \$20,000,000

Percent Complete: in Pre-construction

Contract Completion Date: 12/2023

Assigned Team: Nichole Kotsur, *V.P. Public
Safety*; Matt Letlow, *Project Director*; Laurel
Brittain, *Project Manager*; Robert Saenz,
Superintendent



D/B
DELIVERY

COMPLETED PROJECTS IN PAST 10 YEARS



City of Garland Police Property and Evidence Building

The Garland Police Property and Evidence Building project, currently under construction for the City of Garland, includes the new construction of a 19,850-square-foot police property and evidence storage facility. The project will feature a secure climate-controlled storage warehouse with high-density storage shelving, administrative offices, technician workspaces, training classrooms, a break room, controlled and secure entry, secured parking, and an outdoor trellis feature. The Garland Police Property and Evidence Building project will improve evidence handling, provide space to meet new storage and handling standards, improve efficiency, and introduce effective evidence-handling controls for the City of Garland. The facility will be constructed with a facade utilizing an innovative ultra-high performance concrete panel system with natural limestone and terracotta-colored panels.

CITY OF GARLAND

Garland, TX

19,850 SF | \$9.7M

Delivery Method: CMAR

Date of Notice to Proceed: 01/21

Actual Start Date: 01/21

Completion Date: 04/22

Type of Project: New Build

Owner: City of Garland

Ginny Holliday, Dir. of Facilities Management P: 972-205-4080

Architect: BRW

Ryan McLemore | P: 713-968-9357

Staff members and management assigned to project: Matt Letlow, Project Director; Jassiel Sandoval, Project Manager Buckley Huffman, Asst. Project Manager; Colton McCarley, Superintendent



CMAR
DELIVERY

Collin College Public Safety Training Facility

The Collin College Public Safety Training Center project, built for Collin County Community College District, included the new construction of a 121,729-square-foot state-of-the-art emergency training services center located in McKinney, TX. The facility is situated on 25-acres and functions as a reality-based public safety and law enforcement training center. The project features fire science training grounds, a reality-based simulation village for police training, three separate shooting ranges totaling 35,000 square feet, a dedicated defensive tactics room, office buildings, living areas, classrooms, and 200 parking spaces. The project also includes two multi-story burn buildings, a trench rescue practice area, vehicle extrication pad, civil aircraft fire training area, and a 3,437-square-foot outdoor pavilion. The emergency training services campus was constructed on a pier and beam foundation with a structural steel frame, brick exterior, and built-up roof. The Collin College Public Safety Training Center now serves as the only comprehensive public safety and law enforcement training area in Collin County.

COLLIN COLLEGE

McKinney, TX

121,729 SF | \$36.7M

Delivery Method: CSP

Date of Notice to Proceed: 01/17

Actual Start Date: 01/17

Actual Completion Date: 04/18

Type of Project: New Build

Owner: Collin College
Bill King | P: 972-985-3796

Architect: PBK Architects
Vandana Gupta | P: 972-233-1323

Staff members and management assigned to project: Matt Letlow, Project Director; Laurel Brittain, Asst. Project Manager; Robert Saenz, Superintendent; Colton McCarley, Asst. Superintendent



CMAR
DELIVERY

Frisco Fire Station No. 9 and Public Safety Training Center

The City of Frisco Fire Station No. 9 and Public Safety Training Center project involved the new construction of a two full- and one half-bay fire station, a single-story classroom building, and a four-story fire training structure. The fire station features drive through bay access, a day room, a workout room, offices, an IBC 2015 safe room, showers, and 12 dorm rooms including officer's quarters. It implements the latest technologies for cancer prevention, including a hot zone/cold zone design concept and a vehicle exhaust point of capture system. The building features 2,700 square feet of indoor and outdoor classrooms, a break room, and an equipment room. The four-story fire training structure features a Class "A" burn room, live fire training props, and repelling deck. The site portion of the Training Center includes confined space/trench rescue props, a vehicle extraction pad, and a 300-foot by 600-foot driving pad. The fire station was constructed on a concrete foundation with a steel structural frame, a masonry veneer exterior, and a standing seam metal roof. The training center buildings were constructed of concrete masonry block walls and polychloride roofs.

CITY OF FRISCO

Frisco, TX

14,500 SF | \$13.1M

Delivery Method: CMAR

Date of Notice to Proceed: 09/22

Actual Start Date: 09/22

Projected Completion Date: 12/23

Type of Project: New Build

Owner: City of Frisco

Mack Borchardt | P: 972-292-5127

Architect: Komatsu Architecture

Les Edmonds | P: 817-332-1914

Staff members and management assigned to project: Matt Letlow, Sr. Project Manager; Daniel Jones, Project Manager; Paul Bailey, Sr. Superintendent; Robert Saenz, Superintendent



CMAR
DELIVERY



Town of Marana Police Facility

The Town of Marana Police Facility project included the new construction of a two-story, municipal public safety complex. The new facility serves as the headquarters for the Marana Police Department and houses administration, records, K-9 units, and a holding and detection cell block. The project features state-of-the-art training facilities with classrooms, a gymnasium, an indoor tactical shooting range, and a 360-degree virtual training area. It also features a community room for both government and public meetings and events, a secured parking lot, and a shared courtyard area with the adjacent Marana Civic Complex. The Town of Marana Police Facility project now meets the public safety needs of a growing community with a state-of-the-art professional training and administration facility.

TOWN OF MARANA

Marana, AZ

42,327 SF | \$17.8M

Delivery Method: CMAR

Date of Notice to Proceed: 06/17

Actual Start Date: 07/18

Actual Completion Date: 07/18

Type of Project: New Build

Owner: Town of Marana

Terry Rozema | P: 520-425-6088

Architect: Architekton

Michael Rosso | P: 480-272-4199

Staff members and management assigned to project: Mike Marcisz, Project Manager; Ryan Knapp, Asst. Project Manager; Tracy Garrison, Superintendent; Jose Acosta, Asst. Superintendent

Mesa Regional 911 Dispatch Facility

The City of Mesa Regional 911 Dispatch Facility project included the renovation of a 14,821-square-foot municipal dispatch and emergency operations center. The facility houses the city's fire and medical emergency communications services and supports workstations, office space, a fire training room, a nursing station, and a "quiet room" for dispatchers. The project also features a large panel video wall, an upgraded server room, emergency generators, and a UPS set. The emergency dispatch center was constructed utilizing a slab-on-grade concrete foundation, a tilt wall concrete structural frame and pre-engineered metal building exterior, and roofing materials consisting of SBS membrane, foam, metal, and PVC. Construction also included the installation of an eight-foot site wall around the perimeter, millwork additions, and an aluminum storefront. The City of Mesa Regional 911 Dispatch project now provides increased emergency support to the community.

CITY OF MESA

Mesa, AZ

14,821 SF | \$6M

Delivery Method: CMAR

Date of Notice to Proceed: 06/16

Actual Start Date: 06/16

Actual Completion Date: 02/17

Type of Project: New Build

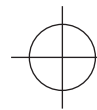
Owner: City of Mesa
 Chief Michael Soelberg | P: 480-390-9933

Architect: EMC2 Architects
 Dave Gormik | P: 480-830-3838

Staff members and management assigned to project: Marc Thompson, Sr. Project Manager; Sean Mulvanny, Asst. Project Manager; Thomas Zamora, Superintendent; Slade Gibson, Superintendent



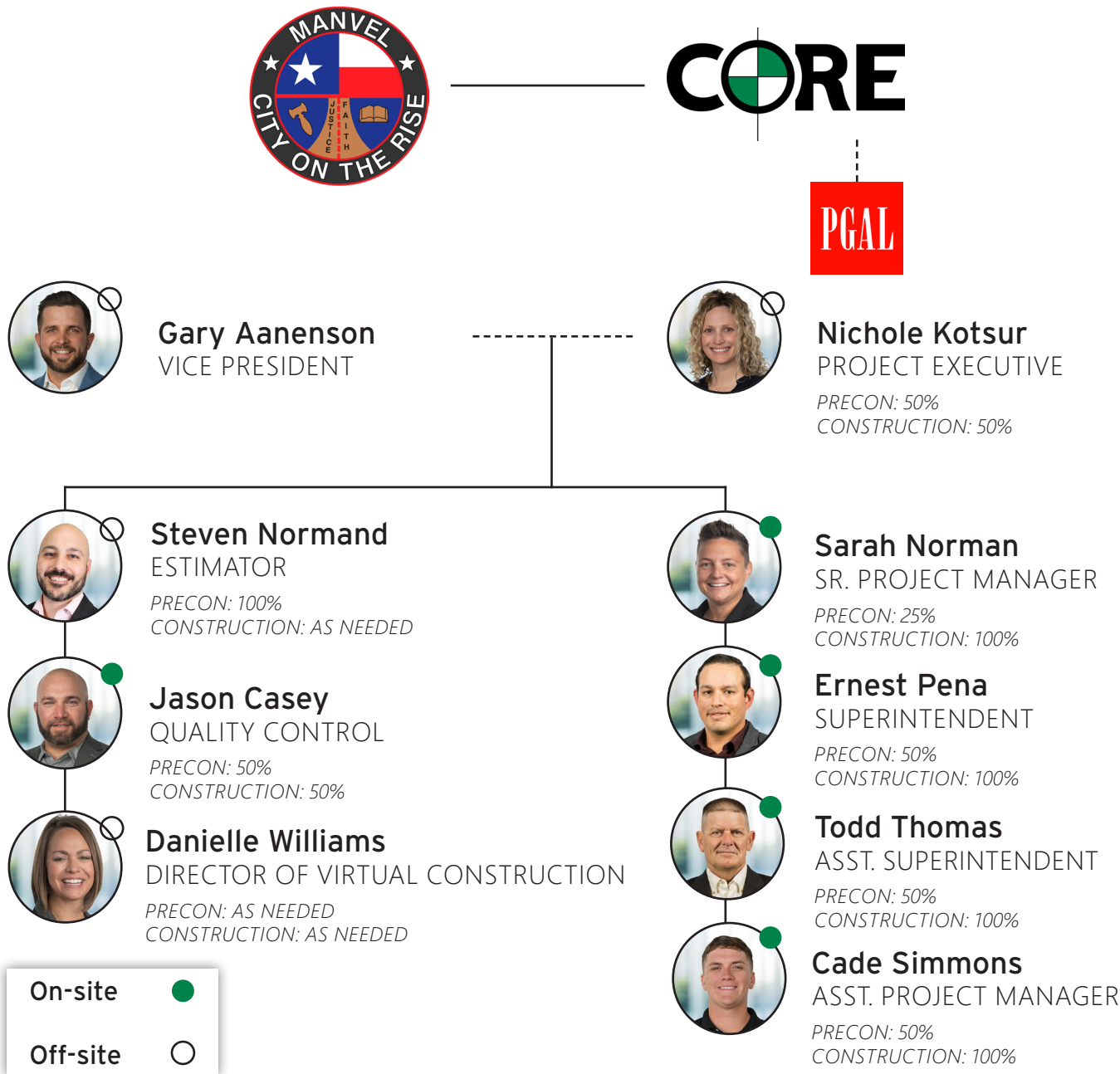
Project Personnel and Experience



A. Personnel

1. Please provide an organizational chart that identifies, in detail, (1) key project personnel including project executive, project manager, assistant project manager(s), estimator, project superintendent and assistant superintendent(s) and (2) other company personnel that support the key project personnel. For key project personnel, indicate on or off site and what percentage of time you anticipate each person will devote to this project once construction begins.

Please see below for the organizational chart identifying key personnel.



2. Please provide resumes for key project personnel and include information regarding:

- a. Education
- b. Work History (by company), in reverse chronological order.
- c. Project experience, in reverse chronological order. Please list project name, contract amount, type and size of facility, owner, architect, engineer and capacity or position the key person served. Please note if the project was bid or negotiated.

Please refer to pages 21-28 for key personnel resumes.

3. Please describe how your firm intends to maintain continuity between preconstruction and construction services.

CORE's culture requires effective collaboration throughout each phase of the project, from pre-construction through the process of construction and close out. As such, our leadership team is present and available throughout each phase of the project. CORE's team is highly collaborative and the transfer of information from our pre-construction team members to construction team members at GMP approvals is not a cold, hard, data-driven hand-off. Our construction team provides input and participates in the Pre-construction Phase as well. This allows for continuous, effective communication and understanding throughout all phases of the project as well as an easy transition from one phase to another with a high level of efficiency. CORE's collaborative approach ensures that the Manvel Police Station project will be delivered to your expectation.

B. Experience

1. Describe the experience of proposed key personnel with police station projects over the last five (5) years. Note the role proposed key personnel performed with listed projects and whether the project was negotiated or bid.

Your project team has worked on a collective total of 19 police station projects in the last five years. Nichole Kotsur and Danielle Williams served as the Project Executive and Virtual Construction Director on police station projects for Fort Worth, Garland, Royse City, Friendswood, Eloy, Marana, Gilbert, Goodyear, and City of Mesa. Steve Normand lead pre-construction efforts on police stations for Fort Worth, Garland, Royse City and Friendswood. Sarah Normand and Ernest Pena bring Project Management and Superintendent experience from Friendswood and Garland. Please see Criteria 2 for project delivery methods.

2. Describe the experience of proposed key personnel working together on prior projects.

Please refer to response to #1

3. List project experience of both organization and key personnel with the City of Manvel and/or PGAL in the last ten (10) years.

CORE has been fortunate to have worked with PGAL on seven successful projects over the past 10 years, and is currently

working with PGAL on Friendswood Public Safety.

4. State briefly the most pertinent considerations and challenges that must be addressed by a construction manager at risk in the construction of a project of this type. You may wish to include sketches, diagrams, analyses or other tools that will help you illustrate your firm's points.

There is always the challenge of delivering accurate estimates upfront and maintaining consistency throughout the process while providing value to the client, in order to stay within the restrictions of the budget. Our pre-construction department works in conjunction with our virtual construction department to gather all pertinent information about the existing site and building upon initial engagement in the project. Our team provides laser scanning services of existing structures to gather point cloud data of and relay that information, up to 1/8" accuracy to the design team to import into their Revit models. This produces precise dimensions of the existing conditions for plan development. **Our seven FAA certified drone pilots will be prepared to drone existing conditions to provide cut and fill data, analysis of roof conditions and exterior façade dimensions for analysis.** We use historical data, subcontractor feedback, and relevant unit prices to assemble an estimate communicating all assumptions back to the design team in a detailed format, to establish expectations.

Once our first estimate is delivered the detailed level of the estimate allows for cost management when fluctuations occur providing a clear point of comparison for future estimates. As design develops option studies have been provided for various clients to compare the costs and overall benefits of multiple methods of design including mechanical systems, structural systems, finishes, etc. **CORE Construction believes it is our fiduciary responsibility to the client to provide accurate analysis of the impact of decisions being made during the design process,** with a certain focus on the schematic design phase where the opportunity to influence the outcome of the project, from a design and cost standpoint, is the greatest. **Our collaborative, transparent and knowledgeable approach to the entire construction process is a method for our continued success in building the trust it takes to complete the preconstruction process.**

Another challenge is communication with all stakeholders through the pre-construction process. CORE Construction possesses tools which assist us with bringing all stakeholders together, virtually and maintaining transparent collaboration of all deliverables. Our virtual construction team will assist during pre-construction by providing 3-D models of the design that may be shared with the congregation and stakeholders to assist with building interest and momentum to any ongoing fundraising efforts. Our Bluebeam dashboard is another tool that we will use to provide a collaborative, virtual hub for all pre-construction data and deliverables. All data will be available at a click of a button to all team members throughout the process. Accessible information includes, but is not limited to, plans & specs, estimates, subcontractor bids, models, option studies, value engineering logs, logistics, schedules, phasing plans, etc.

5. Describe your organization's concepts for working in a team relationship with the City and PGAL during the design and construction of major projects as a construction manager at risk. State why you believe your team is best qualified to address the issues which are relevant to this project.

COMMUNICATION: CORE will utilize effective communication skills and a team-oriented approach with The City and PGAL during all stages of design and construction. Our team has an open-book philosophy. The City and all stakeholders will be able to track the progress of the Manvel Police Station project from a cost, schedule, and quality standpoint throughout all phases. The day following our date of hire, CORE will initiate a project kick-off meeting with The City and PGAL. The agenda for this kick-off meeting will include, at a minimum, the following:

- Establish dates and times for future meetings
- Discuss and begin the process of determining a Trade Partner list
- Review project documents and discuss additional work to the documents that the team should perform
- Review and discuss CORE's Preliminary Construction Schedule

We will ensure all your requirements for budget, schedule, quality, and safety are met. Our team is prepared to effectively manage the cost of the Manvel Police Station project with a well-defined Guaranteed Maximum Price (GMP), and we will strive to decrease the overall time for completion. Our team will continue to work as your advocate, protecting the interests of The City while maintaining open communication and teamwork among the entire project team.

CONSTRUCTION PHASE MEETINGS: CORE and PGAL will host weekly Owner/Architect/Contractor Progress Meetings and weekly on-site Trade Partner Meetings. Before each Trade Partner is contracted, we will host a Pre-preparatory Meeting to review the Trade Partner's proposal, scope of work, and projected schedule to ensure that all questions are addressed prior to executing their subcontract. Our team will also have periodic on-site construction Milestone Review Meetings that will take place once we are about to perform a critical component of work. All members of the project team are invited to attend these meetings, either in-person or remotely. In addition, weekly Executive Reporting Meetings are held in which the status of each ongoing project, regarding safety, is reported directly to CORE's CEO. This level of accountability strictly enforces CORE's Safety Culture.

All of these various meetings are centered around the idea of transparent and efficient communication which involves all stakeholders, ensuring a collaborative process for The City.

BEST VALUE AND ACHIEVING THE CITY'S BIG PICTURE OUTCOMES: The foundation of CORE's pre-construction effort is listening. Before any costs are calculated, and even before the design takes shape, it is crucial for our collective project team to first listen and then understand the desired Big Picture

Outcomes of The City. Once we have a thorough understanding of your needs and priorities for the Manvel Police Station project, we can apply the combined efforts of the design and pre-construction team to achieving these outcomes. Each team member has a unique set of tools and expertise to contribute to the pre-construction process; PGAL has the design expertise for the development of the scope and the particular architectural solutions, while CORE brings an extensive toolbox of experience and professional services to help lead that design towards the very Best Value for your project.

6. Briefly describe the methods and systems you will use to control the project in areas such as schedule, budget, information tracking and reporting, safety, and quality.

SCHEDULE CONTROL

CONSTRUCTION SCHEDULES: Every schedule activity will be assigned a Trade Partner. This allows us to take the Master Schedule, created during the Pre-construction Phase, and create a Trade Partner Schedule that is be used to discuss activities and durations with various Trade Partners. Based on the Master Schedule, we will also utilize a Milestone Schedule and Six- and Three-week Look-ahead Schedules to help identify leading indicators of schedule slippage.

MONITORING: Our field teams will measure the amount of work put in place each day by the Trade Partners on-site, tracking their progress and keeping them informed of how they are progressing compared to the completion schedule. If it becomes apparent that a Trade Partner may be falling behind, immediate action will be taken to increase manpower or work additional hours to catch up. We are confident we can ensure the schedule completion based on our field management staff's effective assessments of our Trade Partners' schedule performance.

REPORTING: Throughout the Construction Phase, weekly meetings will be held to review the current schedule and evaluate activities that are on-going or starting in the next three weeks with The City, PGAL, and our Trade Partners. For critical path aspects of the project, specific meetings with designated CORE representatives will be scheduled. Throughout the process, the schedule status is transparently communicated to all parties at all times.

COST CONTROL

TRACKING AND REPORTING PROJECT COSTS AGAINST APPROVED BUDGET:

CORE uses a software called Vista Viewpoint for all cost-related project tracking. Through this program we are also able to generate any number of reports to analyze the status of the project throughout construction. This web-based software provides real-time and flexible solutions to our Operations Team. A few of our commonly used reports include:

- Monthly Billing Report
- Contingency Usage Report
- Allowance Usage Report
- Job Labor Report

7. Briefly describe the techniques, methods, and systems your organization has developed in order to manage and mitigate the risk of cost and schedule impacts arising from COVID-19, supply chain issues or disruptions, and/or rapidly escalating or changing material costs.

MITIGATING RISK: *Making Informed Decisions Based on Option Studies*

CHALLENGE: Design and pre-construction will move quickly on this project, and there could be an overwhelming amount of decisions to make and options to consider with a narrow window to make these choices.

MITIGATION STRATEGY: CORE will leverage our combined design and pre-construction experience to provide clear, helpful professional services to help The City make decisions that lead the project to Best Value. Achieving Best Value means that we find solutions that represent the very smartest and best way for you to spend your available funds. CORE's pre-construction tools are built around our commitment to this objective. We will provide The City with various options for materials and construction methods which will best fit this project, helping guide the design in a cost-conscious manner. We carefully analyze these options in order to fully explore materials, products and systems based on up-front costs, long-term costs, maintenance, durability, aesthetic and constructability. CORE communicates this analysis in professional deliverables called Option Studies.

We turn over every proverbial stone, we shake every bush to see what comes out. The process of systematically asking questions and pursuing answers until we have eliminated every "known unknown" is what sets the stage for the ability to maintain a budget and a schedule throughout a construction project. Fewer unknowns lead to better information; better information translates to more competitive Trade Partner pricing; when Trade Partners bid competitively, it produces real cost savings to The City.

COVID-19 IMPACT ON LONG LEAD ITEMS: Recently, a large recurring schedule threat has been the lingering effects of the COVID-19 pandemic. CORE has implemented ways to mitigate schedule issues by providing the GMP early, so that Trade Partners are committed early, which in turn allows materials to be prioritized and ordered long before install is needed. This allows the project to be in the "cue" early with Suppliers and Vendors, so if unavoidable delays do arise, The City's materials are still at the top of the list. This same approach is used in material supply shortages and tariff increases, and CORE is able to mitigate schedule threats to the project in all scenarios. Because of our experience with The City and PGAL, we feel comfortable locking in a GMP early on the Manvel Police Station project to ensure Trade Partners are committed.

8. Will your firm make all cost information available during design and construction available to the City and architect?

COMMUNICATING COST DURING DESIGN

Communication is key! CORE's approach to managing

communication of costs during pre-construction include these characteristics:

CURRENT: Regular connection as a team is important. We expect to have a weekly team meetings during the early stages of Design (Programming and Schematic Design). During Design Development and the Construction Document Phases, this may extend to a bi-monthly team meeting.

COLLABORATIVE: We work in "real-time" whenever possible. We lean on technology and tools like Bluebeam Revu to ensure that each team member has access to the latest set of design documents with a way for the whole team to review and comment simultaneously.

CORRECT: It is critical that your [CMAR/CMR/CM, etc.] is providing you with accurate information during the process. Correct estimates, sound recommendations, and smart schedules are just a few of the areas that CORE is focused on providing trust-worthy, correct communication.

CONSISTENT: Each time you see an estimate or report from CORE, it will look and feel the same. On each revision of the estimate, you will see exactly how it has changed from the previous estimate. This promotes accountability and mutual understanding among the team.

CREATIVE: Our responsibility in pre-construction is to communicate information back to the team (estimates, options studies, constructability reviews, etc.). We strive to package and communicate this information in a creative and compelling manner. To facilitate this approach to communication, CORE creates project-specific websites that serve as a central point of contact for Clients who are interested in receiving project status updates online. Clients can determine whether they want these sites to be accessible to the public at-large or to a specific group of people. If access control is desired, CORE can password-protect site access and provide login information to The City so they can control access.

MAINTAINING AND COMMUNICATING BUDGET THROUGHOUT THE PROCESS

Our method of cost control is congruent with that of the Pre-construction Phase – open book and completely transparent. To the team, CORE will communicate all cost challenges that we encounter during construction as well as what we will do to control these costs. This often means utilizing options studies and value engineering; processes also used during the Pre-construction Phase. All subcontracts and subcontract change orders will be thoroughly discussed so that the entire team is aware of each Trade Partners' scope and budget. If an issue arises, our team will determine its validity and take the necessary steps to control its cost.

9. Is your firm willing to sign a contract in which you guarantee a maximum price?

CORE is willing to sign a contract in which we guarantee a maximum price.

PROJECT EXECUTIVE

Nichole Kotsur

As Project Executive, Nichole will lead CORE's management team throughout all phases of your project. She is passionate about Client Service and will ensure all team members understand The City's vision and goals, so that expectations are managed from day one. Nichole is committed to providing The City with clear, transparent communication and holding the CORE team to the highest standards of excellence.



10
YEARS OF
TOTAL EXPERIENCE

EDUCATION

B.S. Psychology and Biology,
Northern Arizona University

CERTIFICATIONS/ REGISTRATIONS

CleanPSB Certified
CPR/First Aid
Certified Medical Technician

REFERENCE

Reuben Nunez
Police Chief
Town of Marana
P: 520-975-2937
E: rnunez@maranaaz.gov



MARANA, AZ

Marana Police Facility

Size: 42,327 SF

Cost: \$17.8M



FRIENDSWOOD, TX

City of Friendswood Public Safety Building

Size: 37,804 SF

Cost: \$5.5M



FORT WORTH, TX

Fort Worth South Patrol Division Facility

Size: 33,000 SF

Cost: \$14.7M

SENIOR PROJECT MANAGER

Sarah Norman

As Senior Project Manager, Sarah has 17 years of experience in construction management and a diverse resume which brings a unique and seasoned perspective to the team. She is devoted to serving The City's vision and is confident in delivering a successful CMAR project. Sarah is well-versed on all operations objectives and works efficiently to guarantee adherence to all construction procedures and field duties. She will foster seamless communication with The City and PGAL.



FRIENDSWOOD, TX

City of Friendswood Public Safety Building

Size: 37,804 SF

Cost: \$5.5M



WASHINGTON DC

Metroplex Police Department First District Headquarters*

Size: 85,000 SF

Cost: \$17.5M

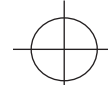


WASHINGTON DC

Duke Ellington School of the Arts*

Cost: \$125M

**Completed with another company*



17
YEARS OF
TOTAL EXPERIENCE

EDUCATION

B.S. General Studies
Louisiana State University

CERTIFICATIONS/ REGISTRATIONS

OSHA 30-Hour
CPR/First Aid
CleanPSB Certified
Construction Management
Association of America
(CMAA); TEXO Association
(AGC Chapter)

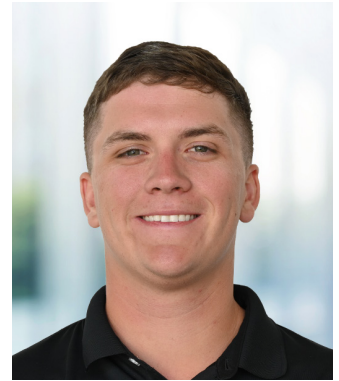
REFERENCE

Hailee Medwedeff
Project Manager
City of Friendswood
P: 281-993-3402
E: hmedwedeff@friendswood.com

ASSISTANT PROJECT MANAGER

Cade Simmons

Cade will be responsible for performing all project administration and daily duties required, including reporting, contract monitoring, procurement schedules, and accounting principles for billing and auditing requirements. He will assist Sarah with all administrative tasks for the Manvel Police project, including attending all project meetings and performing schedule analysis and budget reporting.



1
YEARS OF
TOTAL EXPERIENCE

EDUCATION

B.S. Construction Science
Texas A&M University

CERTIFICATIONS/ REGISTRATIONS

OSHA 10-Hour
CleanPSB Certified

REFERENCE

Ryan Key
Project Manager
City of College Station
P: 979-450-1589
E: rkey@cstx.gov



COLLEGE STATION, TX

College Station City Hall

Size: 79,000 SF

Cost: \$27M

SUPERINTENDENT

Ernest Pena

As Superintendent, Ernest will bring 17 years of industry experience to your project and will be responsible for all daily site supervision, coordination, and scheduling of all Trade Partners throughout construction and close out. He excels in problem solving and is proactive in the management of jobsite activities. Earnest is commended within our company for his hands-on skills and leadership in the field, serving as the liaison to our Trade Partners and ensuring all projects are completed to the highest quality standards and in a safe, efficient manner.



COLLEGE STATION, TX

College Station City Hall

Size: 79,000 SF

Cost: \$27M



FRIENDSWOOD, TX

City of Friendswood Public Safety Building

Size: 37,804 SF

Cost: \$5.5M



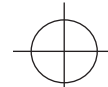
COLLEGE STATION, TX

Fire Fighter Training Facility*

Size: 80,000 SF

Cost: \$15M

**Completed with another company*



17

**YEARS OF
TOTAL EXPERIENCE**

EDUCATION

B.S. Industrial Construction Management,
Sam Houston University

CERTIFICATIONS/ REGISTRATIONS

OSHA 30-Hour
CPR/First Aid
CleanPSB Certified

REFERENCE

Gregory Lake
Architect
HOK Architects
P: 832-725-4754
E: gregory@specintex.com

ASSISTANT SUPERINTENDENT

Todd Thomas

As Assistant Superintendent for CORE, Todd will support Ernest in all daily site supervision, coordination, and delegation of all Building Partner trades. He will help monitor standard construction procedures and field operations, utilizing his experience on municipal projects. Todd will assist once construction begins and remain involved through close out and warranty.



3
YEARS OF
TOTAL EXPERIENCE

CERTIFICATIONS/ REGISTRATIONS

OSHA 30-Hour
CleanPSB Certified
CPR/First Aid
Scissor Lift
Aerial Lift
Forklift
Skid Steer
Backhoe
Mini-Excavator

REFERENCE

Jerry Jones
Engineering Inspector
City of College Station
P: 979-777-4594
E: jjones@cstx.gov



COLLEGE STATION, TX

College Station City Hall

Size: 79,000 SF

Cost: \$27M



FRIENDSWOOD, TX

City of Friendswood Public Safety Building

Size: 37,804 SF

Cost: \$5.5M

ESTIMATOR

Steven Normand

As Estimator, Steven brings 18 years' industry experience and is responsible for carefully reviewing all plans, materials, and documentation for your project. His understanding of construction and code allows our team to create and complete accurate estimates. Steven will collaborate with PGAL and The City to conduct thorough reviews of bid documents. Value engineering and risk mitigation will be addressed during this process, and Steven will use his unique abilities to help the team work effectively and efficiently to achieve Best Value.



18
YEARS OF
TOTAL EXPERIENCE

EDUCATION

B.S. Construction Management,
Michigan State University

CERTIFICATIONS/ REGISTRATIONS

OSHA 30 Hour
CPR/First Aid
DEQ Certified Storm Water
Operator, OSHA Certified in
Construction Safety and Health,
CAM Scheduling Classes,
Certified Aerial Work Platform
Operator
CleanPSB Certified

REFERENCE

Ginny Holliday
Director of Facilities
Management
City of Garland
P: 972-205-4080
E: gholliday@garlandtx.gov



COLLEGE STATION, TX

College Station City Hall

Size: 79,000 SF

Cost: \$27M



MCKINNEY, TX

Collin College Public Safety Training Facility

Size: 121,729 SF

Cost: \$36.7M



GARLAND, TX

Garland Police and Property Evidence Building

Size: 19,850 SF

Cost: \$9.7M

QUALITY CONTROL

Jason Casey

As Quality Control Manager, Jason will be responsible for overseeing the compliance of CORE's Quality Control/Quality Assurance Plan. During pre-construction, he will focus on document quality and coordination, and will assist greatly with biddability, constructability, and specification relevance. Once the project is in construction, Jason will visit the project site and take notes of both design and structural quality and document adherence. As needed, he will assist in submittal reviews to ensure design intent with the contract documents, perform inspections of installed materials, and inspect general workmanship, installation, and site safety. Jason will work in collaboration with CORE's National Director of Safety, John Laporte, to manage all necessary on-site training, safety policy implementation, daily safety inspections, and collection of Trade Partnersafety data.



COLLEGE STATION, TX

College Station City Hall

Size: 79,000 SF

Cost: \$27M



FORT WORTH, TX

Fort Worth South Patrol Division Facility

Size: 33,000 SF

Cost: \$14.7M



FRIENDSWOOD, TX

City of Friendswood Public Safety Building

Size: 37,804 SF

Cost: \$5.5M



25
YEARS OF
TOTAL EXPERIENCE

CERTIFICATIONS/ REGISTRATIONS

OSHA 30-Hour
CPR/First Aid
Certification for RRO
(Registered Roof Observer)
Certification of CEI (Certified
EIFS Inspector)
CleanPSB Certified

REFERENCE

Ryan Key
Project Manager
City of College Station
P: 979-450-1589
E: rkey@cstx.gov

DIRECTOR OF VIRTUAL CONSTRUCTION

Danielle Williams

As Director of Virtual Construction, Danielle will lead CORE's in-house Virtual Construction (VC) team. This team utilizes a variety of programs such as Revit, Navisworks, Sketchup, Assemble, Lumion Pro, and Infraworks 360, to create 3D Building Information Models (BIM) and other valuable tools for construction and logistics planning. These tools can be used to study the project for potential risks during pre-construction and construction. Danielle is dedicated to educating our Clients on the latest and most efficient VC tools and she will play a vital role in the planning of the Manvel Police Station project.



COLLEGE STATION, TX

College Station City Hall

Size: 79,000 SF

Cost: \$27M

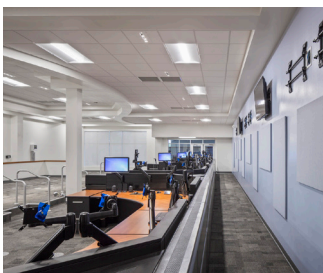


FORT WORTH, TX

Fort Worth South Patrol Division Facility

Size: 33,000 SF

Cost: \$14.7M

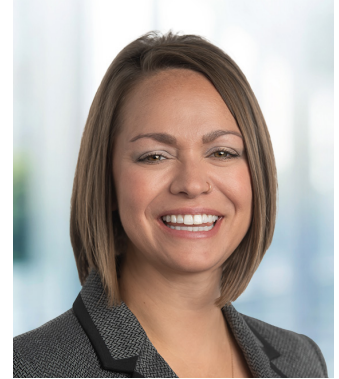


MESA, AZ

Mesa Police Headquarters 911 Dispatch and EOC

Size: 14,821 SF

Cost: \$6M



17

**YEARS OF
TOTAL EXPERIENCE**

EDUCATION

B.S. Construction Management,
Arizona State University

CERTIFICATIONS/ REGISTRATIONS

OSHA 30-Hour
CPR/First Aid
LEED GA United States Green
Building Council
Army Corp of Engineers CQM
Certification
CleanPSB Certified

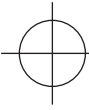
REFERENCE

LeRoy Fuentes
Range Manager
Collin College
P: 505-975-1897
E: lefuentes@collin.edu



3

Financial Information



A. Financial statement

1. Please provide a current financial statement¹, preferably audited, including your organization's latest balance sheet and income statement indicating the following information:

- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);**
- b. Net Fixed Assets;**
- c. Other Assets;**
- d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);**
- e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings.)**

Please see CORE's audited financial statement included in a separate envelope marked "CONFIDENTIAL FINANCIAL STATEMENT".

2. Please provide name and address of firm preparing attached financial statement, and date thereof.

CBIZ MHM, LLC.
4722 North 24th Street, Suite 300
Phoenix, AZ 85016
P: 602-264-6835 | F: 602-265-7631
Dated: December 31, 2021

3. Please confirm that the included financial statement is for the organization named on page one. If it is not, please explain the relationship and financial 1 This information will be kept confidential by the City if each page of the financial statement is clearly marked "CONFIDENTIAL." Responsibility of the organization whose financial statement is provided (e.g., parent-subsiary) and state whether the organization whose financial statement is attached will act as guarantor of the contract.

CORE confirms that the included financial statement is for the organization named on page one.

B. Surety

1. Please provide name of bonding company.

Travelers Casualty and Surety Company
Lynn Cracraft
940 West Port Plaza, Suite 450
Maryland Heights, MO 63146
P: 314-579-8313

2. Please provide name and address of agent.

Lynn Cracraft
940 West Port Plaza, Suite 450
Maryland Heights, MO 63146

3. Please provide maximum bond amount available at this time.

BONDING CAPACITY: CORE is financially qualified to propose on a project of this size, with a single project bonding capacity of \$300 million and an aggregate capacity of \$2 billion through Travelers Casualty and Surety Company of America in conjunction with Liberty Mutual Insurance Company. Please refer to the following page for a letter from Travelers Casualty and Surety Company of America which demonstrates CORE's bonding capacity.

4. Please provide your bond premium rate.

CORE's bond premium rate is \$6.60 per \$1,000 in Contract Value.

C. Insurance

1. Please provide name of insurance carrier or carriers.

Willis
233 South Wacker Drive, Suite 200
Chicago, IL 60606

2. Please provide name and address of agent.

Cheryl Crilly
Phone: 312-288-7164

3. Please provide a Certificate of Insurance for all coverages.

Please refer to the following page for CORE's Certificate of Insurance.

4. Please provide total amount of excess liability insurance coverage in place.

Total Excess Liability Limit: \$10,000,000.

5. Please provide your general liability insurance rate

General Liability Insurance Rate: .8443

B3. Surety Letter



Insurance and Surety Brokers
T: 469-430-1450

September 26, 2022

City Manager
City of Manvel
20031 Morris Avenue
Manvel, TX 77578

RE: RFP #FY-2022-02 | City of Manvel Manvel Police Station

Dear City Manager,

CORE Construction (CORE) bonds are written through a co-surety arrangement with Travelers Casualty and Surety Company (Travelers) and Liberty Mutual Insurance Company (Liberty).

CORE has advised Travelers and Liberty of their desire to perform construction services for your captioned project. Travelers has enjoyed a relationship with CORE for over 40 years. During our relationship we have provided any bid, performance and payment bonds that they have required. We have bonded significant individual projects for CORE and they are certainly qualified to perform contracts such as yours, as they have bonding capacity of \$300 million per single project and \$2 billion in the aggregate. This is not to be construed to be a maximum, but rather working parameters. CORE has always met their contractual obligations and we believe there is not a higher quality firm you could choose to work with.

Should CORE be awarded a contract on this or any of your projects and be required to provide performance and payment bonds for same, and should contractor so request, we would be in position to provide such bonds, subject to a favorable review of the final bond forms, contract documents and specifications and usual underwriting requirements at the time.

In addition, both Travelers and Liberty are licensed to do business in all states and Travelers has an A.M. Best Co. rating of A++ XV while the Liberty A.M. Best rating is A XV.

Sincerely,

Travelers Casualty and Surety Company
Liberty Mutual Insurance Company

By: 
David Buckman, Attorney-in-Fact

Agent Contact Information:
David Buckman, President, Glenn Allen Insurance and Surety Brokers
5205 McClellan Dr., Frisco, TX 75036 | T: (469) 430-1450

C3. Certificate of Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/23/2022			
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 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 1-469-430-1450 Glenn Allen Insurance and Surety Brokers, LLC 5205 McClellan Dr Frisco, TX 75036			CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:				
INSURED CORE Construction Services of Texas, Inc. 6320 Research Rd Frisco, TX 75033			INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Starr Indemnity and Liability Company INSURER C: Arch Indemnity Insurance Company INSURER D: Arch Specialty Insurance Company INSURER E: INSURER F:				
CERTIFICATE NUMBER: 64575286			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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X	X	41PKG8896113	03/01/22	03/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	X	41PKG8896113	03/01/22	03/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			1000584947221	03/01/22	03/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	44WCI8946713 (AOS)	03/01/22	03/01/23	☒ WC STATU-TORY LIMITS ☐ OTH-ER
A			X	41WCI8896013 (FL)	03/01/22	03/01/23	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Poll Liability			CPP0060180-05	03/01/22	03/01/23	\$5M Claim/\$10M Agg 250,000SIR
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Insurance Only.							
CERTIFICATE HOLDER CORE Construction Services of Texas, Inc. 10625 N County Rd Frisco, TX 75033 USA				CANCELLATION 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 			
ACORD 25 (2010/05) jgurney1 64575286				© 1988-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD			

COPPELL POLICE

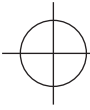
PRIDE
HONOR



ADMINISTRATIVE
ASSISTANT
D. GARCIA

4

Safety Program Information



1. Describe, in detail, your safety program.

Please see our virtual safety manual at the link provided below:



CORE will continue this same commitment to safety as we work closely with The City to identify and manage all risk-related issues for your project. Our team will recruit input from local, key Trade Partners during pre-construction to enhance our efforts in predicting safety risks well in advance of commencing construction.

Life safety plans will be visibly posted throughout the project's site, indicating proposed escape routes and fire extinguisher locations. Pre-construction meetings will be conducted to identify potential safety hazards and fire department access routes throughout construction. Jobsite fencing and warning signs will be installed prior to the start of any construction activities. Daily inspections of temporary power and barricades will be conducted by CORE's on-site project team.

All CORE Superintendents use Predictive Solutions safety software which allows CORE to identify potential hazards on-site, and ultimately prevent workplace injuries. Predictive Solutions is installed on Superintendents' electronic devices to evaluate and report on safety conditions throughout the day. These reports are directed to our local and national Safety Departments so issues can be addressed internally or with our Trade Partners in an expeditious manner.

MASTER SAFETY PLAN

Through our regular review of design progress documents and construction documents we will develop a comprehensive Master Safety Plan specific to The City's Manvel Police Station project. Preventive measures required to rectify potential safety hazards will be identified in the project's Master Safety Plan. All Trade Partners providing goods and services on the project will be required to participate in a mandatory Pre-construction Project

Safety Meeting. A detailed presentation of the Project Master Safety Plan outlining the requirements for each individual Trade Partner will be presented during the Pre-construction Project

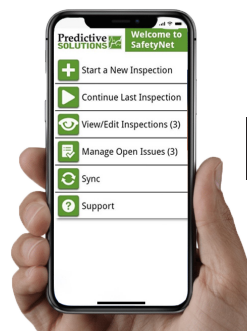
Safety Meeting and again on a monthly basis at the jobsite. All Trade Partners and are contractually required to indicate their written understanding of, and agreement with, the Project Master Safety Plan prior to starting their construction activities. Trade Partners performing work on the project will be required to submit copies of their firm's Safety and HAZMAT programs to be filed at CORE's jobsite office trailer. Please also note that all CORE employed on-site personnel are OSHA 30-Hour and First Aid/CPR Certified and are required to attend ample amounts of ongoing training in safe construction practices.

A secure construction site is a top priority for CORE. We are prepared to implement the following items on the The City's Manvel Police Station project:

- Single point of entry/exit
- Designated parking area for construction personnel
- Screened fencing
- Visitor check-in at CORE's jobsite trailer
- Fingerprinting

At CORE, we are never complacent with our efforts towards safety and continually strive to better our safety programs, practices, and culture. Over the last few years, CORE has worked harder than ever to make sure safety is at the forefront of everything we do. Some of our new initiatives include the following:

- **A Risk Management Committee comprised of employees from all departments. The committee meets monthly to generate new ideas regarding safety and safe practices.**
- **Daily Activity Hazard Analysis (DAHA) reports done by every Trade Partner, every day. These reports encourage daily safety planning by all on-site personnel.**
- **Weekly executive reporting meetings in which the status of each project, regarding safety, is reported directly to CORE's CEO. This level of accountability strongly enforces CORE's Safety Culture.**



PREDICTIVE SOLUTIONS

2. Please provide the name of your safety officer, contact information, resume and location at which they office.

Please see below for the resume of CORE's safety officer.



CHRISTIAN PIESCHEL | Frisco, TX
Director of Safety

EDUCATION

B.S. in Occupational Safety and Health
Southeastern Oklahoma State University

REGISTRATION

CleanPSB Certified, OSHA 500, OSHA 502, SWPPP Instructor, CPR/First Aid Certified

As CORE's Safety Director, Christian is committed to the safety of each person on-site. He oversees all processes and procedures in place, from project planning through warranty and close out, to ensure that safety is at the forefront of every phase of every project. Christian will be CORE's Safety Director for contracting operations, tradesmen safety, and Trade Partner compliance. He provides on-site management to enforce OSHA and CORE safety requirements and best practices.

3. Identify any OSHA recordable incidents that have occurred on a project where you were a prime contractor or a construction manager at risk within the last five (5) years.

CORE has not had any OSHA recordable incidents that have occurred on a project where we were the prime contractor or a construction manager at risk within the last five years.

4. Identify any OSHA reportable incidents that have occurred on a project where you were a prime contractor or a construction manager at risk within the last five (5) years.

CORE has not had any OSHA reportable incidents that have occurred on a project where we were the prime contractor or construction manager at risk within the last five years.

5. Identify any violations of OSHA regulations your company has been found guilty of by OSHA within the past 10 years.

CORE has not had any violations of OSHA regulations nor has been found guilty of by OSHA within the past ten years.

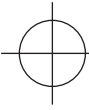
Experience Modification Rate

FIVE-YEAR AVERAGE





Narrative, Testimonials and References



A. Narrative

1. The Proposer shall provide, in 1000 words or less and on two (2) pages or less, a narrative that indicates their understanding of the City's needs, their knowledge of the elements involved in the project and the resources, methodologies and management philosophies that would be used for the project. Elements of the project construction such as timely scheduling, cost control, quality control and inspections, construction operations, logistics, and site safety should be addressed. The narrative should be concluded with a summary of the major features of their RFP and a statement analyzing the match between the Proposer's capabilities and the City's needs.

Please refer to the following page for CORE's narrative.

B. Testimonials

1. Proposers may include up to three (3) one-page letters from public owners (professional references) that they have worked with on previous projects. Letters should comment on budget and/or scheduling experiences and qualitative matters related to services received from the contractor or joint venture participants.

Please see pages 37-39 for testimonials from public owners.

C. References

1. Proposers may include other references from owners, architects, and/or engineers that they have worked with on other projects.

Please see pages 39 for references from owners.

D. Remarks

1. The Proposer may include up to one page to address those issues which do not fall into any of the above categories or to expand on previous answers.

Please refer to page 40 for CORE's remarks.



NARRATIVE



3000 Polar Ln., #503
Cedar Park, TX 78613
T 737.239.0600

PRE-CONSTRUCTION SERVICES PLAN: As your CMAR, CORE will provide the very best professional services to complete the Police Station project. Our saying, The Client Decides, is the foundation of our approach as we continually look for ways to leverage our expertise in various aspects of construction. If chosen, we will provide you with services above and beyond those of our competitors.

Achieving Best Value means finding positive solutions that will guide the project toward an ideal balance of cost, schedule, and quality. CORE has the resources and expertise to accurately develop various cost estimates to reflect different options for the Police Station project. This will ensure the City receives a true Best Value project that meets all your requirements for cost, schedule, functionality, and aesthetic.

CORE will engage the construction personnel responsible for building your project into the Pre-Construction Phase as early as possible. Having Project Management and Superintendent personnel engaged early helps the teamwork through sensitive topics such as schedule, means/methods, logistics, safety, and special owner requirements.

CONSTRUCTION SERVICES PLAN: A project becomes successful through consistent, active communication among the Client, Design Team, Trade Partners, and the members of our team. CORE engages all stakeholders in a positive and proactive dialogue throughout every phase of all projects.

The characteristics of being a flexible construction partner originates from a commitment to creative, positive, and proactive thinking. It is the cornerstone of successful projects. Our clients will attest that we serve them in a spirit of excellence and advocacy for the greater good of the project team.

At CORE, **Operational Excellence** is the standard to which every project is held daily, and it is the key to our success in managing every project. Operational Excellence is leadership and teamwork focused on the goals of the project and the processes required to achieve those goals. We believe the tracking of these processes can be assessed and managed under six main factors and their respective goals. By meeting each goal, CORE achieves Operational Excellence, enabling us to provide Best Value for our Clients.

CHANGE ORDER MANAGEMENT: CORE's constructability reviews ensure that every scope of work is covered. Once a GMP has been agreed upon, NO Change Order will be requested from CORE. The only exception is if the City requests significant changes to the original scope of work and chooses not to use the Owner Contingency to fund the work.

MATERIAL PROCUREMENT: Identifying which products and trades are the most volatile and critical to the overall project schedule will be important. We will need to make sure the longest lead items are procured accordingly in order to meet the schedule deadlines. Procurement is getting tougher as the market is getting busier. We will overcome this obstacle by keeping an emphasis on these critical items from Notice to Proceed throughout the end of the project. This will be important in order to meet both the schedule and budget, as we understand there is no flexibility with the project completion date.

www.coreconstruction.com

NARRATIVE

VIRTUAL CONSTRUCTION: At CORE, Virtual Construction (VC) is the development and use of a computer software model to simulate the construction and operation of a building. The process of using VC improves planning, design and construction processes. It allows us to test building components, investigate problems, and build projects virtually to reduce schedule issues and a loss of productivity in the field. There is no better tool that exists to mitigate the risk of a project than VC. With these tools we are able to model the entire building, or just sections of the building. Because these models can be viewed, studied, and analyzed during the pre-construction stage, it greatly improves constructability risk mitigation.

QUALITY CONTROL PLAN: The Police Station project will be built to the plans and specifications and to a quality that exceeds expectations, ensuring no re-work will be required. CORE has adopted a three-phase construction Quality Control/Quality Assurance Plan, modeled after the U.S. Army Corps of Engineers' program, as our quality management process. Before construction takes place, our project team will prepare Quality Control Manuals specific to each element within the project's scope. These manuals contain Trade Partner contracts, specifications sections, and submittals which will be reviewed by all parties. This ensures that each individual has a thorough understanding of the scope and job to be performed.

MAINTAINING AND COMMUNICATING BUDGET THROUGHOUT THE PROCESS: Our method of cost control is congruent with that of the Pre-construction Phase – open book and completely transparent. To the team, CORE will communicate all cost challenges that we encounter during construction as well as what we will do to control these costs. This often means utilizing options studies and cost optimization processes also used during the Pre-construction Phase. All subcontracts and subcontract change orders will be thoroughly discussed so that the entire team is aware of each Trade Partners' scope and budget. If an issue arises, our team will determine its validity and take the necessary steps to control its cost.



TESTIMONIAL | CITY OF FRIENDSWOOD



City of Friendswood

September 19, 2022

To Whom It May Concern:

I am writing to recommend Sarah Norman and her construction company, CORE construction, for their safety, communication, and professionalism. As a commander for the Friendswood Police Department, I have been assigned to represent our Department in the expansion and renovation of our Public Safety Building.

Working in an active construction site, especially around mission critical areas, is no easy feat. Sarah and her colleagues have made this look easy.

When conducting our background and previous work history checks on the construction companies, we found a recurring theme with CORE Construction that was not evident with others, CORE Construction was loved for their relations and communication. Yes, I said loved. All of the references had a great relationship with CORE, due to their level of consistent communication with their clients, of which I can also attest to.

Separate from their consistent communication, CORE is also serious about safety, keeping a clean work site, and anticipating needs long before they arise. Sarah and her colleagues recognized certain materials would be in short supply due to the supply chain issues and ordered materials early on to avert delays. We are approximately a month ahead of schedule and within budget.

I sincerely believe CORE Construction will be an asset to any team. If you have any questions or comments about Sarah or her organization, please feel free to email me at dlauersdorf@friendswood.com or call me on my cell at 281-381-3951.

Sincerely,

Doug Lauersdorf
Administration and SRO Commander
Project Manager PSB II
Friendswood Police Department
Friendswood, TX

TESTIMONIAL | COLLIN COLLEGE



July 28, 2021

Mr. Gary Frazier
President
CORE Construction
10625 North County Road, Suite 100
Frisco, TX 75034

Subject: Letter of Recommendation for CORE Construction

Dear Mr. Frazier,

It is my pleasure to write this letter of recommendation for CORE Construction.

During my 5 years at Collin College serving in various roles I have worked directly and indirectly with CORE construction on new construction and renovation projects. Primarily, my experience was related to the Collin College - Public Safety Training Center (\$36 million). The PSTC's was designed and completed to serve and train our first responders in the service area and the state. The project's elements of scope, cost and schedule were all made without issue.

As the Executive Director of Facilities and Construction at that time CORE construction, President (Gary Frazier), Project Manager (Matt Letlow) and Superintendent (Bahman Zamharini) exemplified all of the qualities you could ask for. They were personal character, integrity, collaboration, responsiveness, being proactive and worked very well with the project's design team. This level of professionalism was often exhibited when the project had its tough challenges as they all do. CORE demonstrated throughout the project of their commitment to being a client advocate and took pride in every detail in the project.

Without hesitation, I highly recommend CORE to any Client/Owner as they will only benefit from having you as a partner in the construction process. I would encourage your future clients to reach out to me when they are seeking a well-qualified contractor.

Respectfully,

Bill King, Ph.D.
Campus Provost
Collin College
Technical Campus & Courtyard Center

Collin College • Technical Campus • 2550 Bending Branch Way • Allen, Texas • 75013

TESTIMONIAL | TOWN OF MARANA



Through a very competitive application and interview process we selected CORE construction to build our facility (42,000 sf). As you can well imagine, there were some very impressive contractors bidding on our 22 million dollar project, but CORE construction blew everyone out of the water. Their presentation and attention to detail were fantastic and once they were on board they only further verified that we made the right decision when we selected them. Once on board, our initial meetings we had with CORE's Preconstruction team members really set the stage for a project that remained on time and under budget.

CORE was up front with the cost for everything we wanted to have in the building and their projected Costs proved to be right on the money. In cases where we could not afford to do certain things, they came up with creative alternatives to get as close to the ideal with the money we had available. Every member of the CORE team has been excellent to work with; very responsive, respectful and very good at what they do. I can't say enough great things about their team.

I know travel can be an issue but I'll take this opportunity to invite you to come visit our project to see for yourselves what I'm attempting to describe in this email. Additionally, please feel free to reach out to me via my cell phone (520) 425-6088 with any questions you may have.

Sincerely,
Terry S. Rozema
Chief of Police
Town of Marana

REMARKS

CLEAN PUBLIC SAFETY BUILDING (CleanPSB)

Identifying occupational hazards, exposures and the associated health risks first responders face, in an effort to develop design and construction best practices for Public Safety Facilities

Our CleanPSB Story

In 2017, CORE developed a program focused on improving the physical and mental health of first responders through identifying and implementing design and construction best practices that help mitigate public safety occupational hazards and health risks. This program, CleanPSB, is now a company standard nationwide. CORE believes that Best Value can only be achieved through continuous improvement. As public safety builders, it is our responsibility to construct facilities that are not only highly functional and efficient, but are also safe for our first responders, creating an environment that promotes optimal health and wellness levels.

It is our duty to deliver only the most accurate and relevant information to our Clients to allow for them to make informed decisions based on not only cost and quality, but health and safety factors as well.

THE STRUCTURE OF CLEANPSB IS COMPRISED OF THREE COMPONENTS:

CLEANPSB COUNCIL

1

Industry leaders in design, construction, and public safety meet regularly to discuss occupational hazards and health risks that responders face to identify best practices in the design and construction process that can help mitigate these risks.

TRAINING & CERTIFICATION

2

Annual training and certification is offered to project team members, building partners, and stakeholders. Curriculum includes education on current public safety occupational hazards and health risks, as well as best practices in immersive design, zone identification, construction materials selection, and indoor air quality management.

BEST PRACTICES CHECKLIST

3

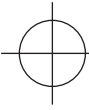
A current, comprehensive list of best practices is made available on construction jobsites to ensure all applicable health and safety protections are incorporated into the design and construction process.

Scan or click the code below to watch how CleanPSB has impacted our Clients!





Fee Quotation and Contract Terms and Conditions



1. Pre-construction Phase Services Fee – provide the not-to exceed cost of performing Preconstruction Phase Services (design phase) in accordance with the proposed contract and the stated schedule. Include all associated costs such as travel, printing, consultant fees, general overhead, office supplies, etc.

Pre-construction Phase Service Fee: \$50,000

2. Construction Phase Services Fee – indicate your fee (overhead and profit) stated as a percentage cost of the work, for providing Construction Phase Services in accordance with the proposed contract, the anticipated budget, the stated schedule, and any other terms, conditions, or qualifications that apply to the fee. If you charge a different fee for change orders, indicate what fee you charge (overhead and profit) for change orders as a percentage of the cost of the work to be performed under the change order or any other terms, condition, or qualifications that apply to the fee for change orders.

Construction Phase Services Fee: 3.75%

3. State any exceptions, qualifications, or revisions you would propose to a proposed contract based on the City's Standard Agreement for Construction Manager-at-Risk, a copy of which is attached as Exhibit B.

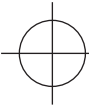
NONE





7

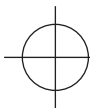
Completed Conflict of Interest Questionnaire



CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. CORE Construction		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. N/A A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. N/A		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity 9/26/2022 Date		



Completed Form 1295 - Certificate of Interested Parties



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. CORE Construction Services of Texas, Inc. Frisco, TX United States	Certificate Number: 2022-934808 Date Filed: 09/16/2022 Date Acknowledged:		
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. RFP #FY-2022-02 RFP #FY-2022-02 Construction Manager-At-Risk for City of Manvel Manvel Police Station			
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 <u>Gary Aanenson</u> , and my date of birth is <u>08/03/1991</u> . My address is <u>6320 Research Road</u> , <u>Frisco</u> , <u>TX</u> , <u>75033</u> , <u>USA</u> . (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Collin</u> County, State of <u>Texas</u> , on the <u>26</u> day of <u>September</u> , <u>2022</u> . (month) (year) Signature of authorized agent of contracting business entity (Declarant)			





KBDI Brazoria County

Date	Min	Max	Average	Change
10/1/2022	401	655	531	6
10/2/2022	410	658	537	7
10/3/2022	419	662	544	7
10/4/2022	429	666	551	7
10/5/2022	439	669	558	7
10/6/2022	449	673	564	7
10/7/2022	459	677	572	7
10/8/2022	468	681	578	7
10/9/2022	478	684	585	7
10/10/2022	486	687	591	6
10/11/2022	494	690	596	5
10/12/2022	502	693	601	5
10/13/2022	511	697	605	4
10/14/2022	481	693	594	-10
10/15/2022	490	696	600	6
10/16/2022	500	699	606	6
10/17/2022	510	702	611	5
10/18/2022	514	703	612	2
10/19/2022	517	704	614	2
10/20/2022	520	705	616	2
10/21/2022	526	707	619	4
10/22/2022	532	709	623	4
10/23/2022	539	711	628	4
10/24/2022	546	713	632	4
10/25/2022	548	714	630	-1
10/26/2022	552	715	633	2
10/27/2022	555	716	635	2
10/28/2022	505	702	597	-38
10/29/2022	379	631	538	-57
10/30/2022	383	633	541	2
10/31/2022	389	636	545	4
11/1/2022	396	639	535	-8
11/2/2022	347	560	465	-69
11/3/2022	354	564	470	5
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Print

Boards & Commissions Volunteer Application - Submission #453

Date Submitted: 10/27/2022



INSTRUCTIONS: Please complete the entire form and sign at the bottom of the second page. A copy of your Driver's License or other state issued ID will need to be attached to the application in order for it to be processed. Please return your completed application to the City Secretary's Office at 20025 HWY 6, Manvel Tx 77578. Please note, knowingly making a false entry in, or false alteration of, a governmental record is an offense under section 37.10 of the Texas Penal Code and, upon conviction, may subject a violator to criminal penalties.

QUALIFICATIONS: In addition to the qualifications for service on a board required by city ordinances or state law, a person appointed to a board must not be delinquent in the payment of taxes, water service charge or other obligation to the city.

Name*

David Hensley

Please indicate your preference below*

- ☒ Croix Park Task Force (Meeting dates TBA)
- ☒ Events Task Force (Meeting dates TBA)
- ☒ Planning, Development, and Zoning Commission (Meets 2nd and 4th Monday of the month at 7:00 p.m.)
- ☒ Manvel Economic Development Corporation (Meets 2nd Wednesday of the month at 7:00 p.m.)
- ☒ Zoning Board of Adjustments (Meets as needed)
- ☒ TIRZ 3 Board
- ☒ SMDA Board (Meets as needed)
- ☒ Building & Standards Commission (Meets as needed)
- ☒ Parks and Recreation Board (Meets 1st Wednesday of the month at 6:30 p.m.)
- ☒ Rental Appeals Board (Meets as needed)
- ☒ YES, I would be interested in serving on subcommittees that may be formed

Personal Information

Home Address*

14 Coconut Palms Dr

Telephone*

[REDACTED]

Fax #

Email Address*

[REDACTED]

How many years have you been a resident of Manvel?

*

4

Are you a registered voter?*

☒ Yes

☐ No

Occupational Information

Are you a business owner?*

☐ Yes

☒ No

Business Name

Occupation

Business Address

Telephone #

Fax #

Are you a Citizen of the United States?*

☒ Yes

☐ No

Do you have a current Driver's License?*

☒ Yes

☐ No

Driver's License #*

Exp Date*

DOB*

Have you ever been convicted of a felony?*

☐ Yes

☒ No

If yes, explain

Have you been convicted of, received probation or deferred adjudication for, any offense that was not a felony within the last 10 years?*

☐ Yes

☒ No

If yes, explain

Are you, or have ever been, an adversary party to pending litigation against the City of Manvel?*

☐ Yes

☒ No

If yes, explain

Have you ever, or do you currently serve on any city boards?*

☐ Yes

☒ No

If so, what board/city and dates?

How many city board meetings have you attended in the last 3 months?*

None but looking to make a difference where we need it

What board meetings did you attend?

Are you involved in any community activities? (Civic or Hobbies)*

☐ Yes

☒ No

If yes, explain

Are you related to any City Employee or Council Member?*

☐ Yes

☒ No

if so, please state who:

Do you have any outstanding taxes or other debt owed to the city?*

☐ Yes

☒ No

Explanation

Have you been cited in the past year for non-compliance of any City Codes/Ordinances*

☐ Yes

☒ No

If yes, explain

Please indicate briefly why you would like to be appointed to a Board or Commission:*

Because there are things that need to be addressed within the city and I would like to serve to better help and establish the community and city of manvel

PROVIDE ALL INFORMATION REQUESTED: INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED FOR BOARD/COMMISSION OPPORTUNITIES. Your complete application form will be maintained in our active files for one year from the date of the application. I understand that should I not be appointed to a City of Manvel board or commission, this application and any other records obtained, collected or otherwise prepared regarding this application shall be maintained in accordance with the Texas Public Information Act and the City of Manvel's document retention schedule.

DISCLAIMER AND SIGNATURE

I certify that my answers above are true and complete. I understand that the information contained in this application may be considered among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be appointed to any City of Manvel board or commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be appointed to a City of Manvel board or commission, I must be responsible for a creditable record of attendance and performance. If this application leads to my appointment to a position on a City of Manvel Board or Commission, I understand that false or misleading information in my application may result in my removal from my position.

I authorize the City of Manvel to conduct a background check to verify all data given in this application.

I have carefully read and understand the above statement.

Electronic Signature*

Date*

David Hensley

10/27/2022

FOR OFFICE USE ONLY

Date application received _____ New applicant? ☐ Yes ☐ No

If no, applicant previously served on _____

Via: ☐ Website ☐ Mail ☐ In-person ☐ Newspaper

Appointment made to: _____ Term expires: _____

☐ Statement & Oath completed

☐ No appointment made at this time, retain application for one year.

Print

Boards & Commissions Volunteer Application - Submission #455

Date Submitted: 10/28/2022



INSTRUCTIONS: Please complete the entire form and sign at the bottom of the second page. A copy of your Driver's License or other state issued ID will need to be attached to the application in order for it to be processed. Please return your completed application to the City Secretary's Office at 20025 HWY 6, Manvel Tx 77578. Please note, knowingly making a false entry in, or false alteration of, a governmental record is an offense under section 37.10 of the Texas Penal Code and, upon conviction, may subject a violator to criminal penalties.

QUALIFICATIONS: In addition to the qualifications for service on a board required by city ordinances or state law, a person appointed to a board must not be delinquent in the payment of taxes, water service charge or other obligation to the city.

Name*

DONALD EUGENE ATKINSON

Please indicate your preference below*

- ☐ Croix Park Task Force (Meeting dates TBA)
- ☐ Events Task Force (Meeting dates TBA)
- ☐ Planning, Development, and Zoning Commission (Meets 2nd and 4th Monday of the month at 7:00 p.m.)
- ☐ Manvel Economic Development Corporation (Meets 2nd Wednesday of the month at 7:00 p.m.)
- ☒ Zoning Board of Adjustments (Meets as needed)
- ☐ TIRZ 3 Board
- ☐ SMDA Board (Meets as needed)
- ☐ Building & Standards Commission (Meets as needed)
- ☐ Parks and Recreation Board (Meets 1st Wednesday of the month at 6:30 p.m.)
- ☐ Rental Appeals Board (Meets as needed)
- ☐ YES, I would be interested in serving on subcommittees that may be formed

Personal Information

Home Address*

7425 Jordan Rd

Telephone*

[REDACTED]

Fax #

Email Address*

[REDACTED]

How many years have you been a resident of Manvel?

*

16

Are you a registered voter?*

- ☒ Yes
- ☐ No

Occupational Information

Are you a business owner?*

- ☐ Yes
- ☒ No

Business Name

Occupation

Business Address

Telephone #

Fax #

Are you a Citizen of the United States?*

☒ Yes

☐ No

Do you have a current Driver's License?*

☒ Yes

☐ No

Driver's License #*

Exp Date*

DOB*

Have you ever been convicted of a felony?*

☐ Yes

☒ No

If yes, explain

Have you been convicted of, received probation or deferred adjudication for, any offense that was not a felony within the last 10 years?*

☐ Yes

☒ No

If yes, explain

Are you, or have ever been, an adversary party to pending litigation against the City of Manvel?*

☐ Yes

☒ No

If yes, explain

Have you ever, or do you currently serve on any city boards?*

☒ Yes

☐ No

If so, what board/city and dates?

MEDC 2022

How many city board meetings have you attended in the last 3 months?*

3-4 (unless you count Council meetings, then 8-10)

What board meetings did you attend?

PD&Z

Are you involved in any community activities? (Civic or Hobbies)*

☐ Yes

☒ No

If yes, explain

Are you related to any City Employee or Council Member?*

☐ Yes

☒ No

if so, please state who:

TX

Do you have any outstanding taxes or other debt owed to the city?*

☐ Yes

☒ No

Explanation

Have you been cited in the past year for non-compliance of any City Codes/Ordinances*

☐ Yes

☒ No

If yes, explain

Please indicate briefly why you would like to be appointed to a Board or Commission:*

I just like serving our community and trying to make it a better place to live for everyone.

PROVIDE ALL INFORMATION REQUESTED: INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED FOR BOARD/COMMISSION OPPORTUNITIES. Your complete application form will be maintained in our active files for one year from the date of the application. I understand that should I not be appointed to a City of Manvel board or commission, this application and any other records obtained, collected or otherwise prepared regarding this application shall be maintained in accordance with the Texas Public Information Act and the City of Manvel's document retention schedule.

DISCLAIMER AND SIGNATURE

I certify that my answers above are true and complete. I understand that the information contained in this application may be considered among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be appointed to any City of Manvel board or commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be appointed to a City of Manvel board or commission, I must be responsible for a creditable record of attendance and performance. If this application leads to my appointment to a position on a City of Manvel Board or Commission, I understand that false or misleading information in my application may result in my removal from my position.

I authorize the City of Manvel to conduct a background check to verify all data given in this application.

I have carefully read and understand the above statement.

Electronic Signature*

Date*

Donald Atkinson

10/28/2022

FOR OFFICE USE ONLY

Date application received _____ New applicant? ☐ Yes ☐ No

If no, applicant previously served on _____

Via: ☐ Website ☐ Mail ☐ In-person ☐ Newspaper

Appointment made to: _____ Term expires: _____

☐ Statement & Oath completed

☐ No appointment made at this time, retain application for one year.

Print

Boards & Commissions Volunteer Application - Submission #461

Date Submitted: 11/2/2022



INSTRUCTIONS: Please complete the entire form and sign at the bottom of the second page. A copy of your Driver's License or other state issued ID will need to be attached to the application in order for it to be processed. Please return your completed application to the City Secretary's Office at 20025 HWY 6, Manvel Tx 77578. Please note, knowingly making a false entry in, or false alteration of, a governmental record is an offense under section 37.10 of the Texas Penal Code and, upon conviction, may subject a violator to criminal penalties.

QUALIFICATIONS: In addition to the qualifications for service on a board required by city ordinances or state law, a person appointed to a board must not be delinquent in the payment of taxes, water service charge or other obligation to the city.

Name*

Martina McNickles

Please indicate your preference below*

- ☐ Croix Park Task Force (Meeting dates TBA)
- ☐ Events Task Force (Meeting dates TBA)
- ☐ Planning, Development, and Zoning Commission (Meets 2nd and 4th Monday of the month at 7:00 p.m.)
- ☐ Manvel Economic Development Corporation (Meets 2nd Wednesday of the month at 7:00 p.m.)
- ☒ Zoning Board of Adjustments (Meets as needed)
- ☐ TIRZ 3 Board
- ☐ SMDA Board (Meets as needed)
- ☐ Building & Standards Commission (Meets as needed)
- ☐ Parks and Recreation Board (Meets 1st Wednesday of the month at 6:30 p.m.)
- ☐ Rental Appeals Board (Meets as needed)
- ☐ YES, I would be interested in serving on subcommittees that may be formed

Personal Information

Home Address*

2606 Newport Lake Blvd.

Telephone*

[REDACTED]

Fax #

Email Address*

[REDACTED]

How many years have you been a resident of Manvel?

*

3

Are you a registered voter?*

- ☒ Yes
- ☐ No

Occupational Information

Are you a business owner?*

- ☐ Yes
- ☒ No

Business Name

N/A

Occupation

Senior Geospatial Analyst

Business Address**Telephone #****Fax #**

Are you a Citizen of the United States?*

☒ Yes

☐ No

Do you have a current Driver's License?*

☒ Yes

☐ No

Driver's License #***Exp Date*****DOB*****Have you ever been convicted of a felony?***

☐ Yes

☒ No

If yes, explain

N/A

Have you been convicted of, received probation or deferred adjudication for, any offense that was not a felony within the last 10 years?*

☐ Yes

☒ No

If yes, explain

N/A

Are you, or have ever been, an adversary party to pending litigation against the City of Manvel?*

☐ Yes

☒ No

If yes, explain

N/A

Have you ever, or do you currently serve on any city boards?*

☐ Yes

☒ No

If so, what board/city and dates?

N/A

How many city board meetings have you attended in the last 3 months?*

N/A

What board meetings did you attend?

N/A

Are you involved in any community activities? (Civic or Hobbies)*

☒ Yes

☐ No

If yes, explain

Girl Scouts of San Jacinto Council, TEXAS EMERGENCY GIS RESPONSE TEAM, Houston Area GIS Day Planning Committee, and Alvin ISD YET Mentor

Are you related to any City Employee or Council Member?*

☐ Yes

☒ No

if so, please state who:

N/A

Do you have any outstanding taxes or other debt owed to the city?*

☐ Yes

☒ No

Explanation

N/A

Have you been cited in the past year for non-compliance of any City Codes/Ordinances?*

☐ Yes

☒ No

If yes, explain

N/A

Please indicate briefly why you would like to be appointed to a Board or Commission:*

I would like to be appointed to the Zoning Board of Adjustments to preserve the City of Manvel while and promote the City's vision for the future.

PROVIDE ALL INFORMATION REQUESTED: INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED FOR BOARD/COMMISSION OPPORTUNITIES. Your complete application form will be maintained in our active files for one year from the date of the application. I understand that should I not be appointed to a City of Manvel board or commission, this application and any other records obtained, collected or otherwise prepared regarding this application shall be maintained in accordance with the Texas Public Information Act and the City of Manvel's document retention schedule.

DISCLAIMER AND SIGNATURE

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I authorize the City of Manvel to conduct a background check to verify all data given in this application.

I have carefully read and understand the above statement.

Electronic Signature*

Date*

Martina Gallien

11/2/2022

FOR OFFICE USE ONLY

Date application received _____ New applicant? ☐ Yes ☐ No

If no, applicant previously served on _____

Via: ☐ Website ☐ Mail ☐ In-person ☐ Newspaper

Appointment made to: _____ Term expires: _____

☐ Statement & Oath completed

☐ No appointment made at this time, retain application for one year.



MANVEL D & Z DATA SHEET

MEETING DATE: October 24, 2022

TOPIC: Consideration and possible action to approve and forward with recommendation to City Council a request for closure and abandonment of an unimproved 40-foot road from a subdivision of 116.90 acres of land.

BACKGROUND: The owner of the property, City of Manvel, requests an unimproved 40-foot right-of-way be closed and abandoned. This is a 116.90-acre tract purchased by the City for the Regional Drainage Facility located on Jordan Street and Masters Road. An unimproved 40-foot road (Vol. 3, Pg. 139 B.C.P.R.) traverses the 116.90-acre tract from north (Refugio Macias property) to south (GCWA Canal). The utility companies have been notified of the road closure and abandonment and have offered no objection. Since the City will be constructing a regional drainage pond at this site, the 40-foot road is not needed.

RECOMMENDATION: City staff recommends approval of the closure and abandonment of the unimproved 40-foot road located on the 116.90-acre tract of land.

ATTACHMENTS: Proposed Plat and Application

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 _____

LINE TABLE			
LINE NO.	LENGTH	DIRECTION	
L1	180.00	S20° 18' 28"W	
L2	243.34	S70° 19' 43"E	
L3	348.02	N30° 17' 56"W	
L4	150.00	N19° 47' 31"E	

ABBREVIATIONS

ESMT. = EASEMENT
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
No. = NUMBER
Pg. = PAGE
R.O.W. = RIGHT OF WAY
VOL. = VOLUME
FND. = FOUND
I.R. = IRON ROD
C.I.R. = CAPPED IRON ROD
I.P. = IRON PIPE
C.I.P. = CAPPED IRON PIPE

NOTES:

- THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF MANVEL. ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
- ALL BEARINGS REFERENCED ARE THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE.
- TEMPORARY BENCHMARK: "LL" IN MUELLER ON FLANGE OF FIRE HYDRANT ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 6 APPROXIMATELY 90± NORTH OF THE NORTHEAST CORNER OF THE SURVEYED PROPERTY, AS SHOWN ON SHEET 1 OF SURVEY.
T.B.M. ELEVATION=54.73', NAVD 1988
- BENCHMARK: NGS MONUMENT E 306 (AW2026) BEING A BRASS DISK SET IN CONCRETE STAMPED "E 306 1935" ALONG THE GULF, COLORADO, AND SANTA FE RAILWAY 2 MILES WEST OF MANVEL, 32' NORTH OF THE CENTERLINE OF A GRAVEL ROAD AND 6' NORTHWEST OF A UTILITY POLE.
ELEVATION=52.00 FEET, NAVD 1988
- THIS TRACT LIES IN ZONE "AO", SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF MANVEL, BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY MAP NO. 480076, DATED DECEMBER 30, 2020. CONTACT THE BRAZORIA COUNTY FLOODPLAIN ADMINISTRATOR FOR THE FLOOD INFORMATION.
- ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDERS(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE OWNER.
- ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MANVEL AND BRAZORIA DRAINAGE DISTRICT NO. 4.
- ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES AT INTERSECTIONS SHALL CONFORM TO THE CITY OF MANVEL AND AASHTO SITE DISTANCE REQUIREMENTS FOR MOTORISTS.
- BOUNDARY CLOSURE CALCULATIONS IS AT LEAST 1:15,000.
- SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.
- THE FINAL PLAT WILL EXPIRE IN TWO (2) YEARS AFTER FINAL APPROVAL BY PDZ, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY PDZ.
- UPON APPROVAL OF THE FINAL PLAT, COMPLIANCE WITH ALL CONDITIONS, AND SUBMISSION OF ALL REQUIRED DOCUMENTATION, THE COUNCIL WILL CONSIDER THE ACCEPTANCE OF THE IMPROVEMENTS. A TWO-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. ADDITIONALLY, AN UPDATED ORIGINAL CERTIFICATE OBTAINED FROM THE APPROPRIATE COUNTY TAXING AUTHORITY SHOWING THAT ALL TAXES HAVE BEEN PAID ON THE TRACT TO BE SUBDIVIDED AND THAT THERE ARE NO OUTSTANDING DELINQUENT TAXES AGAINST THE PROPERTY SHALL BE PROVIDED BEFORE THE PLAT CAN BE FILED WITH THE COUNTY. ONCE SUCH PAPERWORK IS SUBMITTED, AND THE IMPROVEMENTS APPROVED BY THE CITY ENGINEER AND ACCEPTED BY THE COUNCIL, THE CITY SHALL FILE THE PLAT WITH COUNTY. THE CITY SHALL BE LISTED AS AN OWNER ON ALL REQUIRED DOCUMENTATION. THE ACCEPTANCE OF THE IMPROVEMENTS BY THE COUNCIL IS VALID FROM THE DATE OF COUNCIL ACCEPTANCE.
- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.
- DEVELOPMENT REGULATIONS AND CITY PERMITS ARE REQUIRED ON ALL PROPERTY.

BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 NOTES:

- DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR THE PURPOSES OF DRAINAGE WORK, PROVIDED BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 (B.C.C.R.D. #3) IS PROPERLY NOTIFIED.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES. LANDSCAPING SHALL BE PERMITTED WITHIN THE DETENTION PONDS LOCATED WITHIN THIS SUBDIVISION.
- MAINTENANCE OF DETENTION FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. B.C.C.R.D. #3 SHALL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY B.C.C.R.D. #3 OR SUB-REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO B.C.C.R.D. #3 WITH THEIR APPROVAL. B.C.C.R.D. #3 SHALL BE RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THEM, UNLESS B.C.C.R.D. #3 SPECIFICALLY CONTACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
- THE SIDES OF DRAINAGE CHANNELS AND DETENTION FACILITIES SHALL BE HYDROMULCH SEEDED.
- OUTFALL STRUCTURES AND CULVERTS SHALL COMPLY WITH SECTION LLL S, 2 OF THE BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 REGULATIONS. BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 HAS ADOPTED THE BRAZORIA COUNTY DRAINAGE DISTRICT CRITERIA MANUAL AS ITS GUIDE. EROSION PROTECTION FOR OUTFALL STRUCTURES MUST BE REINFORCED CONCRETE. CONCRETE RUBBLE IS NOT ALLOWED.
- B.C.C.R.D. #3 APPROVAL OF THE FINAL DRAINAGE PLANS AND FINAL PLAT (IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS AND/OR ANY OTHER RIGHT-OF-WAY ACROSS THIRD PARTY DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLANS AND THE FINAL PLAT.
- B.C.C.R.D. #3 PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITIES ARE OPERATING PROPERLY.
- DETENTION IS REQUIRED BY B.C.C.R.D. #3 IN ORDER TO OFFSET ADDITIONAL STORM RUNOFF DUE TO THE INCREASED IMPERVIOUS COVER FROM THE DEVELOPMENT.

THIS IS TO CERTIFY THAT BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 HAS APPROVED THE PLAT OF _____ AS SHOWN HEREON ON THE _____ DAY OF _____ 202 .

RICKY KUBECZKA
COMMISSIONER

JODY SCHIBI
COMMISSIONER

ALFRED PROBERG, JR.
COMMISSIONER

DONG NGUYEN, P.E., C.F.M.
DISTRICT ENGINEER

PRELIMINARY PLAT

MANVEL MASTERS DETENTION

A SUBDIVISION OF 116.90 ACRES OF LAND
BEING ALL OF
TRACT ONE-A CALLED 35.298 ACRE TRACT OF LAND
AND TRACT TWO-A CALLED 80.247 ACRE TRACT OF
LAND RECORDED IN THE NAME OF THE CITY OF MANVEL,
TEXAS IN BRAZORIA COUNTY CLERK'S
FILE NUMBER 2020004157
AND BEING
OUT OF OUTLOTS 133 AND 159 AND ALL OF A 40'
ROAD AND OUTLOTS 132 AND 160, MANVEL OUTLOTS, A
SUBDIVISION RECORDED IN VOLUME 3, PAGE 139,
BRAZORIA COUNTY PLAT RECORDS

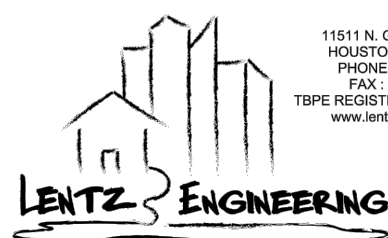
M.V. O'DONNELL SURVEY
ABSTRACT NO.479
AND THE
H.T. & B. R.R. CO. SURVEY
ABSTRACT NO. 484

CITY OF MANVEL
BRAZORIA COUNTY, TEXAS
OWNERS: THE CITY OF MANVEL
20031 MORIS AVENUE, MANVEL , TX 77518
281-489-0630

JANUARY,, 2022
1 BLOCK 1 RESERVE

0 100 200 400 600
SCALE IN FEET
1" = 200'

ENGINEER



1101 N. GARDEN STREET
HOUSTON, TEXAS 77001
PHONE: 713.858.8800
FAX: 713.858.8800
TIERE REGISTRATION No. F-001570
www.lentzengineering.net

SURVEYOR

10580 WESTOFFICE DRIVE, SUITE #100
HOUSTON, TEXAS 77042
OFFICE: (713) 839-9181
FAX: (713) 839-9020

Civil-Surv
Land Surveying,LLC

TBLS No. 10143800
Email: michael@civil-srv.net

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, THE CITY OF MANVEL, A HOME RULE CORPORATION, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF MANVEL MASTERS DETENTION, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, 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 ASSIGNED 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 FOR 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 GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT OT BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

IN TESTIMONY, HERETO, THE CITY OF MANVEL, HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____, ITS _____, THEREUNTO AUTHORIZED, ATTESTED BY ITS _____, AND ITS COMMON SEAL HEREUNTO AFFIXED, THIS ____ DAY OF _____, 2021.

BY: THE CITY OF MANVEL

BY: _____, TITLE

BY: _____, TITLE

STATE OF TEXAS
COUNTY OF

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PERSON 1, AND PERSON 2 OF THE CITY OF MANVEL, KNOWN TO ME, TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENTS, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID CORPORATION, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITIES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, MICHAEL HALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE GROUND IN ACCORDANCE WITH THE INFORMATION PROVIDED ME AND CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF SURVEY AND IS TRUE AND CORRECT AND THAT ALL BOUNDARY CORNERS, LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE ARE PROPERLY MARKED WITH 5/8 INCH DIAMETER IRON RODS THREE FEET LONG OR AS SHOWN ON THE PLAT. (SEE NOTE NO. 4)

MICHAEL HALL, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5765

WE, METHODIST BOARD OF MISSIONS OF HOUSTON DISTRICTS, OWNER AND HOLDER OF A LIEN AGAINST THE ABOVE DESCRIBED PROPERTY, SAID LIEN BEING EVIDENCED BY AN INSTRUMENT OF RECORD IN VOLUME 763, PAGE 585, FILED IN THE DEED RECORDS OR OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE TO SAID SUBDIVISION AND DEDICATION SAID LIENS, AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME, NOR ANY PART THEREOF.

STATE OF TEXAS
COUNTY OF

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, PRESIDENT, AND _____, SECRETARY OF _____, KNOWN TO ME, TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENTS, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID CORPORATION, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITIES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF MANVEL MASTERS DETENTION AND IS IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS ____ DAY OF _____, 2022.

MAYOR DEBRA DAVISON

LARRY AKERY

LORRAINE HEHM-MAYOR PRO-TEM

JASON ALBERT

DAN DAVIS

JEROME HUDSON

NICCOLE TYSON

THIS IS TO CERTIFY THAT THE CITY PLANNING, DEVELOPMENT, AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS HAS APPROVED THIS PLAT OF MANVEL MASTERS DETENTION IN CONFORMANCE WITH THE 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

County: Brazoria
Project: 117 Ac Manvel
M&B No: 21-212
CS Job No: 20144

METES AND BOUNDS DESCRIPTION OF 116.90 ACRES

Being a tract of land containing 116.90 acres, located in the M.V. O'Donnell Survey, Abstract 479 and the H.T. & B.R.R. Co. Survey, Abstract 484, in Brazoria County, Texas; Said 116.90 acre tract being all of Tract One and Tract Two recorded in the name of The City of Manvel, Texas, in Brazoria County Clerk's File (B.C.C.F.) Number 2020004157, same being out of Outlots 131, 132, 133, 159, 160 and a portion of an unimproved forty feet wide road in Manvel Outlots, a subdivision recorded in Volume 3, Page 139, of the Brazoria County Plat Records (B.C.P.R.); Said 116.90 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 5/8-inch capped iron rod found for the northeast corner of said Tract Two, same being the northeast corner of Outlot 132, on the northwest line of said forty feet wide unimproved road and being on the southwest Right-of-Way (R.O.W.) line of Jordan Street (sixty feet wide as occupied);

THENCE, South 19° 32' 01" West, with the southeast line of said Tract Two, same being the southeast line of said Outlot 132 and the northwest R.O.W. line of said forty feet wide unimproved road, a distance of 1319.74 feet to a 5/8-inch capped iron rod found for the southeast corner of said Outlot 132, same being the northeast corner of said Outlot 160;

THENCE, South 70° 28' 32" East, through and across said forty feet wide unimproved road, at 40.00 feet pass a 5/8-inch iron rod found at the northwest corner of said Tract One, same being the northwest corner of said Outlot 159, and the southwest corner of a called 15.00 acre tract of land recorded in the name of Refugio Macias in B.C.C.F. Number 2020039014, same being the southwest corner of said Outlot 131, on the southeast R.O.W. line of said forty feet wide unimproved road and continuing with the northeast line of said Tract One, same being the northeast line of said Outlot 159, and with the southwest line of said 15.00 acre tract and the southwest line of a called 5.00 acre tract of land recorded in the name of Refugio Macias in B.C.C.F. Number 2017013287, same being the southwest lines of said Outlot 131 and Outlot 130, an overall distance of 1,119.09 feet to a 5/8-inch iron rod found for the most northerly northeast corner of said Tract One and the northwest corner of a called 1.000 acre tract of land recorded in the name of Manvel Volunteer Fire Department in Volume 1415, Page 673, of the B.C.D.R.;

THENCE, with lines common to said Tract One and said 1.000 acre tract the following two (2) courses:

- South 20° 18' 28" West, a distance of 180.00 feet to a 5/8-inch capped iron rod found for the southwest corner of said 1.000 acre tract;
- South 70° 19' 43" East, a distance of 243.34 feet to a 5/8-inch capped iron rod found for the most easterly northeast corner of said Tract One and the southeast corner of said 1.000 acre tract on the northwest R.O.W. line of Masters Road (eighty feet wide as occupied);

THENCE, South 19° 32' 01" West, with the southeast line of said Tract One and the northwest R.O.W. line of said Masters Road, a distance of 748.57 feet to a 5/8-inch capped iron rod found for the southeast corner of said Tract One on the north line of a tract of land recorded in the name of Gulf Coast Water Authority in B.C.C.F. No. 2010016893 and Volume 620, Pages 403 and 360, of the Brazoria County Deed Records;

THENCE, with the south line of said Tract One, same being the south line of said Outlot 159, through and across said fort feet wide unimproved road, with the south and southwest lines of said Tract Two, same being the south and southwest lines of said Outlot 160, and with the north and northeast lines of said Gulf Coast Water Authority tract, the following three (3) courses:

- South 87° 22' 18" West, a distance of 1,838.38 feet to a 5/8-inch capped iron rod found for the south corner of said Tract Two;
- North 30° 17' 56" West, a distance of 348.02 feet to a 5/8-inch capped iron rod found for an angle point in the southwest line of said Tract Two;
- North 30° 08' 54" West, a distance of 1,457.76 feet to a 5/8-inch capped iron rod found for the west corner of said Tract Two, same being the west corner of said Outlot 160, on the southeast R.O.W. line of Peters Road (unimproved, forty feet wide per Volume 3, Page 139, of the B.C.P.R.);

THENCE, North 19° 23' 46" East, with the northwest line of said Tract Two, same being the northwest line of said Outlots 160 and 133, and with the southeast R.O.W. line of said Peters Road, a distance of 1,010.36 feet to a 1/2-inch iron capped iron rod found for the most westerly northwest corner of said Tract Two and the southwest corner of a called 2.00 acre tract of land recorded in the name of Roberto Aguilera in B.C.C.F. Number 2017054908;

THENCE, through and across said Outlot 133 with northerly lines of said Tract Two, the following three (3) courses:

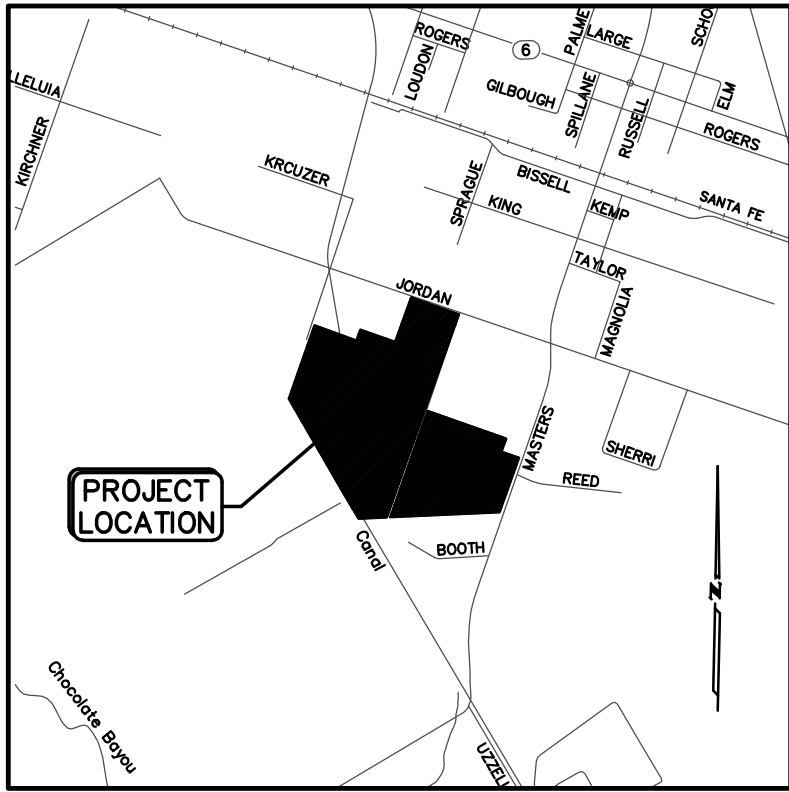
- South 70° 12' 30" East, with a line common to said Tract Two and said 2.00 acre tract, a distance of 579.91 feet to a 5/8-inch capped iron rod found;
- North 19° 47' 31" East, a distance of 150.00 feet to a 5/8-inch capped iron rod found for an angle point on the south line of a called 8.6319 acre tract of land recorded in the name of Jesus Guerra, Jr. in B.C.C.F. Number 2018053688;
- South 70° 43' 58" East, with a line common to said Tract Two, said 8.6319 acre tract, a called 3.175 acre tract of land recorded in the name of Stephen J. Venti, Et Ux, in B.C.C.F. Number 2016028416 and a called 1.000 acre tract of land recorded in the name of Yuri Kotlyarov and Julianne Marie Kotlyarov in B.C.C.F. Number 2017051312, a distance of 480.85 feet to a 5/8-inch capped iron rod found at the southeast corner of said 1.000 acre tract on the southeast line of said Outlet 133 and the northwest line of said Outlot 132;

THENCE, North 19° 37' 36" East, with a line common to said Tract Two, said 1.000 acre tract and said 3.175 acre tract, same being the northwest line of said Outlot 132 and the southeast line of said Outlot 133, a distance of 614.67 feet to a 5/8-inch iron rod with cap set at the northwest corner of said Tract Two and the northeast corner of said 3.175 acre tract on the southwest R.O.W. line of said Jordan Street, from which a 1/2-inch iron rod found bears North 25° 52' East, a distance of 1.7 feet and a 1/2-inch capped iron rod found bears South 18° 11' East, a distance of 8.3 feet;

THENCE, South 70° 27' 11" East, with the north line of said Tract Two and the southwest R.O.W. line of said Jordan Road, a distance of 660.00 feet to the **POINT OF BEGINNING** and containing 116.90 acres of land.

Michael Hall, R.P.L.S.
Texas Registration Number 5765

CIVIL-SURV LAND SURVEYING, LC
PH: (713) 839-9181
November 10, 2021



VICINITY MAP

SCALE: 1" = 1/2 MI.
KEY MAP : XXXX

PRELIMINARY PLAT

MANVEL MASTERS DETENTION

A SUBDIVISION OF 116.90 ACRES OF LAND
BEING ALL OF

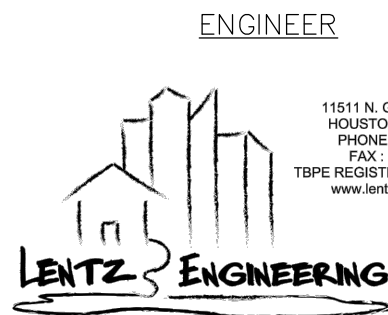
TRACT ONE—A CALLED 35.298 ACRE TRACT OF LAND
AND TRACT TWO—A CALLED 80.247 ACRE TRACT OF
LAND RECORDED IN THE NAME OF THE CITY OF
MANVEL, TEXAS IN BRAZORIA COUNTY CLERK'S
FILE NUMBER 2020004157
AND BEING
OUT OF OUTLOTS 133 AND 159 AND ALL OF
OUTLOTS 132 AND 160, MANVEL OUTLOTS, A
SUBDIVISION RECORDED IN VOLUME 3, PAGE 139,
BRAZORIA COUNTY PLAT RECORDS

M.V. O'DONNELL SURVEY
ABSTRACT NO.479
AND THE
H.T. & B. R.R. CO. SURVEY
ABSTRACT NO. 484

CITY OF MANVEL
BRAZORIA COUNTY, TEXAS
OWNERS: THE CITY OF MANVEL
20031 MORIS AVENUE, MANVEL , TX 77518
281-489-0630

JANUARY,, 2022
1 BLOCK 1 RESERVE

0 100 200 400 600
SCALE IN FEET
1" = 200'



11811 N. GARDEN STREET
HOUSTON, TEXAS 77071
PHONE: (713) 839-9181
FAX: (713) 839-9020
TISPE REGISTRATION No. F-001570
www.lantzengineering.net



SURVEYOR
10580 WESTOFFICE DRIVE, SUITE #100
HOUSTON, TEXAS 77042
OFFICE: (713) 839-9181
FAX: (713) 839-9020

TBPLS No. 10143800
Email: michael@civil-surv.net

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 7/26/22

Name of property owner: (Proof of ownership must be provided)

CITY OF MANVEL

Address: 20031 MORRIS AVENUE Phone# 281-489-0630
MANVEL, TX 77578

Reason and intent for requested action:

VACATE A 40' ROAD WITH NO EXISTING ROAD IMPROVEMENTS

Entire limits and extent of the property to be abandoned, vacated, closed or relocated:

PART OF 116.90 ACRES TRACT INCLUDING TRACT 1-35.298 ACRES
AND TRACT 2- 80.247 ACRES IN BCCF # 2020004157.


Signature of Applicant

Procedures:

Date of Action _____

FEES PAID N/A

Check Number _____

Collect the following documents

_____ A formal recent survey prepared by a registered professional land surveyor that identifies the location and physical configuration of the site. The survey shall also specify the acreage or square footage;

_____ The proper legal description of the property to be considered for abandonment, including, if appropriate, a metes and bounds description verified by a registered surveyor or by county records (that will identify the property by a legal instrument with volume, page, etc.); and

_____ Collect administration processing fee of \$1,000.00 to cover the cost of the title report, appraisal, staff and consultant review time, and the ordinance and deed preparation legal fees;

Staff procedures:

_____ Commission a title report of the area to be abandoned.

_____ Commission an independent appraisal of the area to be abandoned;

_____ Send letters to all utility companies, drainage districts, affected city departments, and/or other interested agencies identifying the proposed action and requesting a letter of "no objection" from each of the concerned entities within thirty (30) days; and

_____ Determine if a utility easement is needed in the area considered to be abandoned and, if determined to be necessary, to have the new utility easement reserved in the deed of conveyance or obtained separately and recorded in the property deed record to be filed with the Brazoria County Clerk.

_____ Scheduled Public Hearing Date for Planning Development and Zoning

_____ Scheduled Public Hearing Date for City Council (1st reading of the ordinance)

_____ Notice to property owners will be initiated ten (10) days prior to the schedule public hearing. The city shall provide written notice of such public hearing to each owner of real property, as indicated by the most recently approved city tax roll, whose property abuts or lies within 200 feet of the subject street, alley, right-of-way or easement.

_____ Collect tender/escrow by the applicant(s) of the appraised value of the abandoned area (must be collected prior to second reading of the ordinance)

_____ Upon request by applicant, and the pre-payment of all recordation fees, a quitclaim deed will be prepared and filed in the deed records of the Brazoria County Clerk. The Mayor and City Manager are authorized to execute said quitclaim deeds.

EXHIBIT __, PAGE 1 OF 4 PAGES

County: Brazoria
Project: Manvel Detention
M&B No: 22-209
CS Job No: 20144

METES AND BOUNDS DESCRIPTION OF 1.354 ACRES

Being a tract of land containing 1.354 acres, located in the M.V. O'Donnell Survey, Abstract 479, in Brazoria County, Texas; Said 1.354 acre tract being out of a forty feet wide unnamed and unimproved road easement of record in Volume 3, Page 139, of the Brazoria County Plat Records (B.C.P.R); Said 1.354 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 5/8-inch capped iron rod found on the northwest Right-of-Way (R.O.W.) line of said forty feet wide road easement and on the southeast line of a called 80.247 acre tract of land described as Tract Two and recorded in the name of the City of Manvel in Brazoria County Clerk's File Number (B.C.C.F. No.) 2020004157, same being the southerly corner of Outlot 132 of Manvel Outlots, a subdivision of record in Volume 3, Page 139, of the B.C.P.R. and the easterly corner of Outlot 160 of said Manvel Outlots, for the northerly corner of the herein described tract;

THENCE, South 70° 27' 59" East, through and across said forty feet wide road easement, a distance of 40.00 feet to a 5/8-inch capped iron rod found on the southeast R.O.W. line of said forty feet wide road easement, at the northerly corner of a called 35.298 acre tract of land described as Tract One and recorded in the name of the City of Manvel in B.C.C.F. No. 2020004157, same being the westerly corner of a called 15.00 acre tract of land recorded in the name of Refugio Macias in B.C.C.F. No. 2020039014, also being the northerly corner of Outlot 159 of said Manvel Outlots and the westerly corner of Outlot 131 of said Manvel Outlots, for the easterly corner of the herein described tract;

THENCE, South 19° 32' 01" West, with the southeast R.O.W line of said forty feet wide road easement and with the northwest line of said Outlot 159 and said Tract One, a distance of 1,466.63 feet to a point at the southeast corner of said forty feet wide road easement, same being the southwest corner of said Outlot 159 and said Tract One, on the north line of a tract of land recorded in the name of Gulf Coast Water Authority in B.C.C.F. No. 2010016893, for the southeast corner of the herein described tract;

THENCE, South 87° 22' 18" West, with the south line of said forty feet wide road easement and with the north line of said Gulf Coast Water Authority tract, a distance of 43.19 feet to a point at the southwest corner of said forty feet wide road easement, same being the southeast corner of said Outlot 160 and said Tract Two, for the southwest corner of the herein described tract;

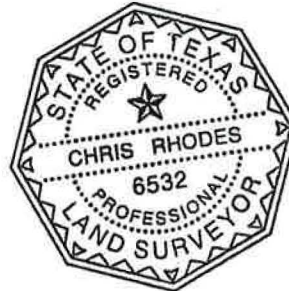
EXHIBIT __, PAGE 2 OF 4 PAGES

THENCE, North 19° 32' 01" East, with the northwest R.O.W. line of said forty feet wide road easement and with the southeast line of said Outlot 160 and said Tract Two, a distance of 1,482.92 feet to the **POINT OF BEGINNING** and containing 1.354 acres of land.

An Exhibit Map of the herein described tract was prepared in conjunction with and accompanies this description.


Chris Rhodes, R.P.L.S.
Texas Registration Number 6532

CIVIL-SURV LAND SURVEYING, LC
PH: (713) 839-9181
August 10, 2022



SCALE: 1"=150'

OUTLOT 132
MANVEL OUTLOTS
VOL. 3, PG. 139
B.C.P.R.

CALLLED 80.247 ACRES
 TRACT TWO
 THE CITY OF MANVEL, TEXAS
 B.C.C.F. No. 2020004157

OUTLOT 131
MANVEL OUTLOTS
VOL. 3, PG. 139
B.C.P.R.

CALLLED 15.00 ACRES
 REFUGIO MACIAS
 B.C.C.F. No. 2020039014

CALLLED 5.00 ACRES
 REFUGIO MACIAS
 B.C.C.F. No. 2017013287

P.O.B.
 FND. 5/8" C.I.R.

FND. 5/8" C.I.R.

FND. 1/2" C.I.R.

1.354 ACRES
58,991 SQUARE FEET

40' ROAD EASEMENT
 PER VOL. 3, PG. 139
 B.C.P.R.
 UNIMPROVED

OUTLOT 160
MANVEL OUTLOTS
VOL. 3, PG. 139
B.C.P.R.

CALLLED 80.247 ACRES
 TRACT TWO
 THE CITY OF MANVEL, TEXAS
 B.C.C.F. No. 2020004157

OUTLOT 159
MANVEL OUTLOTS
VOL. 3, PG. 139
B.C.P.R.

CALLLED 35.298 ACRES
 TRACT ONE
 THE CITY OF MANVEL, TEXAS
 B.C.C.F. No. 2020004157

LEGEND

B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
 B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
 FND. = FOUND
 C.I.R. = CAPPED IRON ROD
 No. = NUMBER
 R.O.W. = RIGHT-OF-WAY
 P.O.B. = POINT OF BEGINNING
 VOL. = VOLUME
 PG. = PAGE
 S.F. = SQUARE FEET

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S 70°27'59" E	40.00'
L2	S 87°22'18" W	43.19'

N 19°32'01" E 1482.92'

S 19°32'01" W 1466.63'

MATCH LINE / MATCH LINE

NOTE:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS EXHIBIT.

1.354 ACRE EXHIBIT

OUT OF A 40' FEET WIDE UNNAMED AND UNIMPROVED ROAD EASEMENT OF RECORD IN VOLUME 3, PAGE 139, OF THE BRAZORIA COUNTY PLAT RECORDS, IN THE

M.V. O'DONNELL SURVEY
ABSTRACT NO. 479

BRAZORIA COUNTY, TEXAS JOB#: 20144 AUGUST 10, 2022

10590 WESTOFFICE DRIVE, SUITE #100
 HOUSTON, TEXAS 77042

Civil-Surv
 Land Surveying, LLC

OFFICE: (713) 839-9181
 TBPELS No. 10143800
 Email: michael@civil-surv.net

ORDINANCE NO. 2022-O-29

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF 40' CITY RIGHT-OF-WAY CONSISTING OF APPROXIMATELY 1.354 ACRES OF LAND, BEING AN UNNAMED AND UNIMPROVED ROAD EASEMENT OF RECORD IN VOLUME 3, PAGE 139, OF THE BRAZORIA COUNTY PLAT RECORDS, IN THE M.V. O'DONNEL SURVEY ABSTRACT NO. 479 BEING PART OF 116.90 ACRE TRACT INCLUDING TRACT 1 - 35.298 ACRES AND TRACT 2 - 80.247 ACRES IN BCCF # 2020004157 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, the City of Manvel, Texas, wishes to vacate, abandon, and close right of way known as approximately 01.354 acres of land, being a 40' unnamed and unimproved road easement of record in Volume 3, Page 139, of the Brazoria County Plat Records, in the M.V. O'Donnel Survey Abstract No. 479 being part of 116.90 acre tract including tract 1 - 35.298 acres and tract 2 - 80.247 acres in BCCF # 2020004157 in the City of Manvel, Brazoria County, Texas; and

WHEREAS, the application for abandonment is 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 1.354 acres of land, being a 40' unnamed and unimproved road easement of record in Volume 3, Page 139, of the Brazoria County Plat Records, in the M.V. O'Donnel Survey Abstract No. 479 being part of 116.90-acre tract including tract 1 - 35.298 acres and tract 2 - 80.247 acres in BCCF # 2020004157 in the City of Manvel, 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 5. 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 October, 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 7/26/22

Name of property owner: (Proof of ownership must be provided)

CITY OF MANVEL

Address: 20031 MORRIS AVENUE Phone# 281-489-0630
MANVEL, TX 77578

Reason and intent for requested action:

VACATE A 40' ROAD WITH NO EXISTING ROAD IMPROVEMENTS

Entire limits and extent of the property to be abandoned, vacated, closed or relocated:

PART OF 116.90 ACRES TRACT INCLUDING TRACT 1-35.298 ACRES
AND TRACT 2- 80.247 ACRES IN BCCF # 2020004157.



Signature of Applicant

EXHIBIT __, PAGE 1 OF 4 PAGES

County: Brazoria
Project: Manvel Detention
M&B No: 22-209
CS Job No: 20144

METES AND BOUNDS DESCRIPTION OF 1.354 ACRES

Being a tract of land containing 1.354 acres, located in the M.V. O'Donnell Survey, Abstract 479, in Brazoria County, Texas; Said 1.354 acre tract being out of a forty feet wide unnamed and unimproved road easement of record in Volume 3, Page 139, of the Brazoria County Plat Records (B.C.P.R); Said 1.354 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 5/8-inch capped iron rod found on the northwest Right-of-Way (R.O.W.) line of said forty feet wide road easement and on the southeast line of a called 80.247 acre tract of land described as Tract Two and recorded in the name of the City of Manvel in Brazoria County Clerk's File Number (B.C.C.F. No.) 2020004157, same being the southerly corner of Outlot 132 of Manvel Outlots, a subdivision of record in Volume 3, Page 139, of the B.C.P.R. and the easterly corner of Outlot 160 of said Manvel Outlots, for the northerly corner of the herein described tract;

THENCE, South 70° 27' 59" East, through and across said forty feet wide road easement, a distance of 40.00 feet to a 5/8-inch capped iron rod found on the southeast R.O.W. line of said forty feet wide road easement, at the northerly corner of a called 35.298 acre tract of land described as Tract One and recorded in the name of the City of Manvel in B.C.C.F. No. 2020004157, same being the westerly corner of a called 15.00 acre tract of land recorded in the name of Refugio Macias in B.C.C.F. No. 2020039014, also being the northerly corner of Outlot 159 of said Manvel Outlots and the westerly corner of Outlot 131 of said Manvel Outlots, for the easterly corner of the herein described tract;

THENCE, South 19° 32' 01" West, with the southeast R.O.W line of said forty feet wide road easement and with the northwest line of said Outlot 159 and said Tract One, a distance of 1,466.63 feet to a point at the southeast corner of said forty feet wide road easement, same being the southwest corner of said Outlot 159 and said Tract One, on the north line of a tract of land recorded in the name of Gulf Coast Water Authority in B.C.C.F. No. 2010016893, for the southeast corner of the herein described tract;

THENCE, South 87° 22' 18" West, with the south line of said forty feet wide road easement and with the north line of said Gulf Coast Water Authority tract, a distance of 43.19 feet to a point at the southwest corner of said forty feet wide road easement, same being the southeast corner of said Outlot 160 and said Tract Two, for the southwest corner of the herein described tract;

EXHIBIT __, PAGE 2 OF 4 PAGES

THENCE, North 19° 32' 01" East, with the northwest R.O.W. line of said forty feet wide road easement and with the southeast line of said Outlot 160 and said Tract Two, a distance of 1,482.92 feet to the **POINT OF BEGINNING** and containing 1.354 acres of land.

An Exhibit Map of the herein described tract was prepared in conjunction with and accompanies this description.


Chris Rhodes, R.P.L.S.
Texas Registration Number 6532

CIVIL-SURV LAND SURVEYING, LC
PH: (713) 839-9181
August 10, 2022



SCALE: 1"=150'

OUTLOT 132
MANVEL OUTLOTS
VOL. 3, PG. 139
B.C.P.R.

CALLED 80.247 ACRES
 TRACT TWO
 THE CITY OF MANVEL, TEXAS
 B.C.C.F. No. 2020004157

OUTLOT 131
MANVEL OUTLOTS
VOL. 3, PG. 139
B.C.P.R.

CALLED 15.00 ACRES
 REFUGIO MACIAS
 B.C.C.F. No. 2020039014

CALLED 5.00 ACRES
 REFUGIO MACIAS
 B.C.C.F. No. 2017013287

P.O.B.
 FND. 5/8" C.I.R.

FND. 5/8" C.I.R.

FND. 1/2" C.I.R.

1.354 ACRES
58,991 SQUARE FEET

40' ROAD EASEMENT
 PER VOL. 3, PG. 139
 B.C.P.R.
 UNIMPROVED

OUTLOT 160
MANVEL OUTLOTS
VOL. 3, PG. 139
B.C.P.R.

CALLED 80.247 ACRES
 TRACT TWO
 THE CITY OF MANVEL, TEXAS
 B.C.C.F. No. 2020004157

OUTLOT 159
MANVEL OUTLOTS
VOL. 3, PG. 139
B.C.P.R.

CALLED 35.298 ACRES
 TRACT ONE
 THE CITY OF MANVEL, TEXAS
 B.C.C.F. No. 2020004157

LEGEND

B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
 B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
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LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S 70°27'59" E	40.00'
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N 19°32'01" E 1482.92'

S 19°32'01" W 1466.63'

MATCH LINE / MATCH LINE

NOTE:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS EXHIBIT.

1.354 ACRE EXHIBIT

OUT OF A 40' FEET WIDE UNNAMED AND UNIMPROVED ROAD EASEMENT OF RECORD IN VOLUME 3, PAGE 139, OF THE BRAZORIA COUNTY PLAT RECORDS, IN THE

M.V. O'DONNELL SURVEY
ABSTRACT NO. 479

BRAZORIA COUNTY, TEXAS JOB#: 20144 AUGUST 10, 2022



10590 WESTOFFICE DRIVE, SUITE #100
 HOUSTON, TEXAS 77042

Civil-Surv
Land Surveying, LLC

OFFICE: (713) 839-9181
 TBPELS No. 10143800

Email: michael@civil-surv.net



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: November 7, 2022

TOPIC: Consideration and possible action to amend by ordinance into Chapter 53, *Signs*, of the *Manvel Code of Ordinances*.

BACKGROUND: City staff has proposed amendments to Chapter 53, *Signs*, of the *Manvel Code of Ordinances* to 1) strengthen sign regulation definitions, 2) clarified allowed sign types that require permits, 3) provided a larger sign area for nonresidential temporary real estate signs, 4) included ETJ properties in Sign Districts A and B, 5) provided for spacing requirements between monument signs in Sign Districts C and D, and 6) eliminated Section 53-18, *Religious institution, private school, or governmental agency signs*.

1) Definitions: there are 15 existing sign type definitions added, three new sign term definitions added, two sign definitions strengthened, and one existing sign type renamed and further strengthened.

2) Section 53-10. *Permitted Signs*, is renamed to "Allowed Signs" and reorganized the sign types in those that require a permit and those that do not require a permit. The majority of temporary signs do not require a sign permit.

3) Provided for a maximum sign area for nonresidential temporary real estate sign to 32 square feet.

4) Sign Districts A and B including properties in the ETJ, not just in the City Limits. Under the current regulations a smaller sign would be permitted for properties in the ETJ along State Highway 288 compared to those in the City Limits.

5) Spacing requirements for monument signs in Districts C and D similar to those spacing requirements in Districts A and B.

6) Section 53-18, *Religious institution, private school, or governmental agency* was removed so equal sign area treatment can be provided for any business regardless of use.

RECOMMENDATION: Staff recommends approval of Ordinance No. 2022-O-30, Chapter 53, *Signs*, of the *Manvel Code of Ordinances*, amendment.

ATTACHMENTS: Ordinance No. 2022-O-30, Chapter 53, *Signs* (clean version), Chapter 53, *Signs* (redline version)

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 _____

ORDINANCE NO. 2022-O-30

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 53. "SIGNS" BY REVISING THE REGULATIONS PERTAINING TO SIGNS WITHIN THE CITY OF MANVEL AND EXTRATERRITORIAL JURISDICTION; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City of Manvel, Texas, deems it in the best interest of the health, safety and welfare of its citizens to amend the regulations pertaining to signs within the City of Manvel and its extraterritorial jurisdiction;

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

Section 1. The Code of Ordinances of the City of Manvel, Texas is hereby amended by amending Chapter 53. "Signs", to read and provide as follows:

"CHAPTER 53. SIGNS

Sec. 53-1. Purpose.

The purpose of this chapter is to establish reasonable regulations for the design, construction, installation, and maintenance of all exterior signs within the city and its extraterritorial jurisdiction in order to:

- (1) Balance the right of individuals to identify their businesses and convey their messages and the right of the public to be protected against the unrestricted proliferation of signs;
- (2) Further the objectives of the city's comprehensive plan;
- (3) Protect the public health, safety, and welfare of the citizens of the city;
- (4) Reduce traffic hazards;
- (5) Facilitate the creation of an attractive and harmonious community;
- (6) Protect property values;
- (7) Promote economic development; and
- (8) Preserve the right of free speech exercised through the use of signs containing non-commercial messages.

Sec. 53-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means any sign which does not display any advertisement, copy or message or any sign which identifies or advertises a business, lessor, service, owner, product, or activity, which is no longer available at the indicated location or no longer available on the premises for which no legal owner can be found.

Advertising means to seek the attraction of or to direct the attention of the public to any goods, services, business, activity, or merchandise of any kind or type.

Amateur ball park signs means those signs constructed, attached, hung, placed, suspended, affixed, or painted upon a structure in an amateur ball park which seek the attention of or direct the attention of patrons of the ball park to any goods, services, business, activities, or merchandise of any kind or type.

Attention-getting device sign means devices that are erected, placed, or maintained outdoors so as to attract attention to any business, or any goods, products, or services available on the premises of a business, including but not limited to the following items or devices: banners, cut out figures; discs; festooning, including tinsel, strings of ribbons, and pinwheels; inflatable objects or inflatable characters, including balloons; air animated objects, non-governmental flags; pennants; propellers; steam or smoke-producing devices; streamers, whirligigs; wind devices; blinking, rotating, moving, chasing, flashing, glaring, strobe, scintillating, search, flood or spot lights; or similar devices or items, and of which are located or employed in connection with the conduct of business.

Banner sign means a type of temporary sign that is made or composed of a flexible piece of fabric, plastic, canvass, vinyl, paper, or another non-rigid material that does not include any enclosing framework and which is commonly mounted to a building, structure, fence, railing, or wall with rope, or mounted to the ground with stakes.

Billboard or *billboard sign* means an off-premises sign.

Business establishment means any property, building, or structure, permanent or temporary, used for the purpose of conducting in said building or structure, or on said property, a commercial enterprise in compliance with all ordinances and regulations of the city governing such activity. The term "business establishment" shall not include any property, building, or structure used for the primary purpose of securing a permit to erect a sign.

Business purposes means the erection or use of any property, building, or structure, permanent or temporary, used for the purpose of conducting in said building or structure, or on said property, a commercial enterprise in compliance with all ordinances and regulations of the city governing such activity. The term "business purpose" shall not include any property, building, or structure erected or used for the primary purpose of securing a permit to erect a sign.

Community event sign means a temporary sign advertising special community events or other community activities sponsored by nonprofit organizations, governmental entities, or churches.

Construction sign means a temporary sign identifying the architect, engineer, developer or contractor located on an active construction site.

Damaged sign means a sign where elements of the sign face or structure are visibly cracked, corroded, bent, broken, torn, or dented, or where the message can no longer be read under normal viewing conditions.

Directional or Information sign means any attached or freestanding sign on premise sign giving directions, instructions, or facility information, i.e., entrance or exit signs, one-way location of parking, etc. which may contain the name or logo of an establishment but no other advertising copy.

Double-faced sign means any sign with sign area on two faces that are back to back, facing in opposite directions.

Column sign means any sign supported by two or more columns, uprights, or braces anchored in or on the ground and not attached to any building.

Electronic changeable message sign means an electronic sign or portion of a sign that uses Light Emitting Diode (LED) technology to form a sign message or messages in text form, with or without fixed images, wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes [~~any sign with a fixed or changing display/message composed of a series of lights that may be changed through electronic means~~].

Erect means to build, construct, attach, hang, place, suspend, affix, or paint a sign.

Facing or surface means the surface of the sign upon, against, or through which a message is displayed or illustrated.

Flag means any government or governmental agency or any patriotic, religious, charitable, civic, educational, or fraternal organization.

Flashing sign means any directly or indirectly illuminated sign which contains an intermittent flashing light source. This does not include electronic changeable message or time/temperature signs.

Hand-held signs means a sign that is hand-carried by an individual.

Historical sign means a sign designated in a historic district or a building that has been designated a landmark.

Home business sign means any unlighted sign not over two square feet in area attached flat against the dwelling and displaying only the occupants name and/or address and/or occupation.

Illuminated sign means any sign that has characters, letters, fixtures, designs, or outlines illuminated externally by electric lights or internally by luminous tubes or other internal illumination device.

Incombustible material means any material that will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.

Memorial or Commemorative plaque/tablet means an historical sign affixed to a wall denoting a building name and/or date of erection.

Menu board sign means a sign erected in conjunction with a use that incorporates a drive-thru or drive in generally used to provide service or product options and pricing for customers in a vehicle.

Monument sign means any sign mounted on the ground or supported by one or more columns, uprights, or braces anchored in the ground, but not elevated above the ground by any device that holds the sign off the ground and not attached to any building, including reader panels. A message board or electronically displayed date, time, and temperature may not occupy more than 24 square feet of the area of sign face.

Multifamily dwelling complex means a townhouse, condominium, or apartment complex of one or more buildings or portions thereof located on a single tract of land which contain three or more separate dwelling units which share means of egress and other essential facilities.

Off-premises sign means any sign advertising a business, person, activity, goods, products, or services not usually located on the premises where the sign is installed and maintained, or which directs persons to any location not on the premises.

On-premises sign means any sign identifying or advertising the person, activity, goods, business, products, or services primarily sold or offered for sale on the premises or property where the sign is installed and maintained when such premise is used for business purposes.

Permittee means a person receiving a sign permit pursuant to the provisions of this chapter.

Person means an individual, company, corporation, partnership, association, or any other entity.

Pole sign means any sign supported by only one column, pole, upright, or brace anchored in or on the ground and not attached to any building.

Portable sign means any sign designed or constructed to be easily moved from one location to another and which is mounted upon or designed to be mounted upon a wheeled carrier or other framed structure.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and charity appeals.

Residential purposes means property devoted to use as a single-family or multifamily residence. Residential purposes shall include, but not be limited to, property used for houses, apartments, duplexes, condominiums, townhouses, townhomes, and patio homes; property used for hotels, motels, and boardinghouses shall not be considered as used for residential purposes.

Right-of-way means that property or right-of-way owned by the city, county, or state and used for the purposes of roads, highways, drainage, and public utilities.

Shopping center or integrated business development means a commercial development, such as a strip center, mall, multitenant office building, commercial center, or industrial complex, in which two or more separate businesses occupy a single or multiple structure which share on-site parking facilities and common driveways.

Sign means any writing (including letter, word, or numeral), pictorial representation (including illustration or decoration), ~~[illustration,]~~ emblem (including device, symbol, or trademark), flag (including banner or pennant), symbol, design, or any other figure of similar character which is a structure or a part thereof, or is attached to, painted on, or in any manner represented on a building or other structure, is placed out of doors in view of the general public from public rights-of-ways or abutting property, and is used for purposes of advertisement,

announcement, declaration, demonstration, display, identification, direct attention or expression. The term "sign" shall include the sign structure.

Sign administrator means the director of development services or his/her designee [city building official].

Sign area means the entire advertising area of a sign, excluding any framing, trim or molding and the supporting structure, with wording in either permanent or removable letter form. This definition also includes the LED portion of an electronic changeable message sign.

Sign permit means a permit issued by the city to erect a sign. Additionally, a sign permit refers to the continuing authorization by the city for the permit holder to maintain and operate a sign within the city while such sign conforms with the provisions of this chapter.

Sight distance triangle means the triangle formed on any corner lot measured from the point of intersection of the front and exterior side lot lines a distance of 25 feet along said front and side lot lines and connecting the points so established to form a sight triangle on the area of the lot adjacent to the street intersections. Except for single-family residential accessways, a sight triangle at the intersection of a public street and a private access way shall have sides of 15 feet along the accessway and 25 feet along the public street. In order to minimize sight obstructions, no parking, wall, fence, sign, structure or any plant growth other than grasses shall be placed or maintained within the sight distance triangle so as not to impede vision between a height of two feet six inches, and ten feet above the center line grades of the intersecting streets and/or drives.

Sign structure means any structure, device, or system, which supports or is capable of supporting a sign.

Snipe signs or bandit signs means signs which are tacked, nailed, posted, pasted, glued, or otherwise attached to stakes, utility poles, or other like objects, the advertising on which is not applicable to the premises or property on which it is located.

Temporary business sign means any sign, banner, pennant, or other advertising display constructed of cloth, canvas, light fabric, cardboard, or other light materials, with or without frames, with or without words, intended to be displayed for a limited period of time on the property of the business.

Temporary garage or yard sale sign means a temporary sign advertising the date, time and location of a garage or yard sale.

Temporary political sign means a temporary, portable sign concerning candidates for public office and ballot issues for an election or referendum.

Temporary real estate sign means a temporary sign that advertises the sale, rental, or lease of the premises upon which the sign is located.

Wall sign means any sign mounted parallel to a wall of any building extending 18 inches or less horizontally from the structure to which it is affixed.

Window sign means a temporary business sign placed on, affixed to, painted on or located within the frame of a transparent opening in the wall of a building.

~~[*Wind device sign* means any flag, banner, pennant, streamer, balloon, or similar sign made of cloth, canvass, plastic, or other flexible material, with or without a frame or other supporting structure, that moves or is designed or intended to move or blow in the wind.]~~

Sec. 53-3. Sign districts.

There are hereby created the following sign districts:

- (1) *Sign district A.* Sign district A shall include all property located in the city limits and extra territorial jurisdiction (unless prohibited or restricted by Local Government Code § 216.902) within 200 feet of the right-of-way of State Highway 288 and its frontage roads.
- (2) *Sign district B.* Sign district B shall include all property located in the city limits with frontage on State Highway 6 zoned [within the city's] light commercial (LC [~~and LC-SUP~~]), heavy commercial (HC [~~and HC-SUP~~]), highway mixed use (HMU [~~and HMU-SUP~~]) and PUD districts as defined by the city's zoning ordinance, located with frontage on State Highway 6 in the city's extra territorial jurisdiction (unless prohibited or restricted by Local Government Code § 216.902), and is not located within sign district A.
- (3) *Sign district C.* Sign district C shall include all property in the city limits that is not located within sign district A or sign district B.
- (4) *Sign district D.* Sign district D shall include all property within the city's extraterritorial jurisdiction unless prohibited or restricted by Local Government Code § 216.902 not located in sign district A, sign district B, or sign district C.

Sec. 53-4. Permit required.

Except as provided in section 53-10 (1), it shall be unlawful for any person to erect, relocate, or structurally alter, any sign or other advertising structure as defined in section 53-2, without first obtaining a sign permit from the sign administrator and paying the permit fee required by section 53-7. No permit is required for change of copy or message or for repair, repainting, or maintenance that does not entail structural change.

Sec. 53-5. Application for sign permit.

An application for a sign permit shall be made upon a form provided by the sign administrator and shall contain and have attached the following information:

- (1) The name, address, email address, and telephone number of the applicant;
- (2) The location of the building, structure, or lot to which or upon which the sign or other advertising structure is to be attached or erected;
- (3) A site plan illustrating [~~The location of the sign or other advertising structure in relation to nearby~~] buildings, structures, and/or rights-of-way, sidewalks and driveways;
- (4) Two [~~blueprints or~~] drawings of the plans and specifications of the sign and a description of the proposed method of construction and attachment to the building or on the ground;
- (5) A certification and/or calculations showing that the sign is designed to meet the wind pressure and dead load requirements of the International Building Code and all other laws and ordinances of the city. The building official may require such certification and calculation to be made by a registered professional engineer if the sign is in excess of six feet in height or 50 square feet in area.

- (6) The name of the person erecting the sign;
- (7) The written consent of the owner of the building, structure, or land to which or on which the sign is to be erected if the owner of such property is different from applicant;
- (8) Any required electrical permit; and
- (9) Such other information as the sign administrator shall require to show full compliance with this and all other laws and ordinances of the city.

Sec. 53-6. Permit issuance.

Upon the filing of an application for a sign permit, the sign administrator shall:

- (1) Examine the plans and specifications and the premises upon which the proposed sign shall be erected; and
- (2) Issue a permit if the proposed sign complies with the requirements of this chapter and all other laws and ordinances of the city. If the work authorized under a sign permit is not completed within six months after the date of issuance, the permit shall become null and void.

Sec. 53-7. Permit fee.

Every applicant, prior to issuance of a permit pursuant to section 53-6, shall pay to the city a nonrefundable fee. Such fees shall be adopted by resolution and may be revised as often as the city council deems necessary.

Sec. 53-8. Revocation of permit.

The sign administrator may revoke any permit where there has been a violation of the provisions of this chapter or a misrepresentation of fact on the permit application.

Sec. 53-9. Number, date, and voltage.

- (a) Every permitted sign or other advertising structure shall display in a conspicuous place on such sign or structure, in letters no less than one inch in height, the date of erection, the permit number, and the voltage of any electrical apparatus used.
- (b) The top of all signs and sign structures shall have a minimum vertical clearance from any other structure of 14 feet, and shall have a clearance equal to its height from any transmission line carrying 750 volts or greater.

Sec. 53-10. Allowed signs.

- (1) The following signs are allowed in all districts and do not require a permit:

- (a) Temporary Real Estate Signs. Temporary real estate signs not exceeding 32 square feet in area in nonresidential districts (and/or nonresidential uses) and 16 square feet in area in residential districts (and/or residential uses) that advertise the sale, rental, or lease of the premises upon which the sign is located. Such signs shall be removed not later than ten days following the sale, rental, or lease of the subject property. Such signs shall only be located on private property;
- (b) Temporary Political Signs. Temporary political signs concerning candidates for public office and ballot issues, if the sign does not have an effective area greater than 36 feet, is not more than eight feet high, is not illuminated, and has no moving parts. Such signs shall be erected not more than 30 days preceding the first day early voting commences for the election or referendum to which they pertain and removed not later than ten days after the date of the election or referendum. Political signs for candidates who are in a run-off shall be allowed to remain until ten days after their run-off election. Such signs shall only be located on private property;
- (c) Temporary Garage or Yard Sale Signs. Temporary signs advertising the date, time, and location of a garage or yard sale and not exceeding four square feet in area. Such signs shall be erected not more than three days prior to and removed not later than one day after the date of the sale;
- (d) Vehicular and Pedestrian Signs. Public signs regulating vehicular or pedestrian traffic or designating or giving direction to streets, schools, hospitals, historical sites, or public facilities;
- (e) Flags. Flags of any government or governmental agency or any patriotic, religious, charitable, civic, educational, or fraternal organization and not exceeding 40 square feet in area;
- (f) Temporary Displays and Decorations. Temporary displays or decorations customarily associated with any national, state, local, or religious holiday or celebration. Such signs shall be erected not more than 45 days before the holiday or celebration and removed not later than ten days after such holiday or celebration;
- (g) Hand-Held Signs. Hand-held signs of a noncommercial nature not set on or affixed to the ground and not exceeding ten square feet in area;
- (h) Temporary Contractor Signs. Temporary signs identifying the architect, engineer, developer or contractor when placed upon construction sites and not exceeding 64 square feet in area and one per site location. Such signs shall not be erected prior to approval of a site plan and shall be removed not later than ten days after completion of the project;
- (i) Memorial or Commemorative Signs. Memorial or commemorative plaques or tablets denoting a building name and/or date of erection or a location of historic significance and not exceeding four square feet in area;
- (j) Informational Signs. Any sign for informational (non-advertisement) purposes not exceeding one square foot in area with letters not exceeding four inches in height;
- (k) Property Identification Signs. Property identification signs indicating address and/or name and not exceeding two square feet in area located on property used for residential purposes or five square feet in area located on property used for business purposes; and
- (l) Signs within a ball park or other similar recreational facility and which cannot be seen from an adjacent street or adjacent properties;

(2) The following signs are allowed in all districts and require a permit:

- (a) Historical Signs. Signs which are an integral part of the historical character of a designated historic district or a building that has been designated a landmark;
- (b) Community Event Signs. Temporary signs advertising special community events or other community activities sponsored by nonprofit organizations, governmental entities, or churches. Such signs shall not exceed 32 square feet in area, shall not be erected more than 30 days in

advance of the event and shall be removed within ten days after such event. Temporary signs shall be securely anchored and shall not exceed seven feet in height from ground level;

(c) Occupation Signs. Signs identifying the name and profession of the occupant of a business establishment and not exceeding two square feet in area;

(d) Temporary Business Signs. Temporary business signs shall be permitted provided, that:

i. Temporary business signs of combustible material shall not exceed 60 square feet in area;

ii. Temporary business signs weighing in excess of 50 pounds must conform to the safety requirements of the building code of the city and must be approved by the sign administrator;

iii. Temporary business signs shall not extend over or into any street right-of-way, alley, sidewalk, or other public thoroughfare;

iv. Temporary business signs shall be attached with wire or steel cables. Strings, ropes, or wood slats for anchorage or support purposes shall not be permitted;

v. Temporary business signs shall not be allowed to remain for a period exceeding 15 days in a six-month period;

vi. Temporary business signs must be on-premise signs; and

vii. Only one temporary business sign may be displayed at any given time.

(e) Governmental Entity Signs. Signs erected by the city, the state (including its political subdivisions, such as school districts), or the United States government, or otherwise required by federal, state, or local laws;

(f) Directional or Informational Signs. Directional or informational signs shall be no more than four feet in height with a maximum area per side of six square feet;

(g) Electronic Changeable Message Signs. An electronic changeable message sign may be allowed, provided that:

i. The size of the changeable area is no larger than 25 percent of the overall permitted sign.

ii. a. For sign districts A and B, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9); or

b. For sign districts C and D, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9).

iii. No internal or external illumination of the LED screens will be allowed to operate between the hours of 10:00 p.m. and 6:00 a.m. when located within 100 feet from a residential zoning district (measured from lot line to lot line).

iv. Maximum illumination will be determined by the difference between ambient light and full wattage and this difference cannot be more than .2 footcandles at 75 feet. The owner will provide annual reports certifying illumination does not exceed stated limits and will conduct tests in response to any complaints received by the city concerning the light from the sign.

v. Maximum nit wattage is 6,500.

(h) Wall Signs. Each business establishment is allowed wall signage not exceeding the total square feet of the facade to which it is affixed:

1. 15 percent of the business frontage or a maximum 200 square feet for the side with the principal entrance;

2. Ten percent of the business frontage or a maximum 150 square feet for the side(s) fronting on a public street;
3. Ten percent of the business frontage or a maximum 150 square feet for all other sides;
4. Ten percent per side for canopies related to a business;
5. A maximum of 32 square feet for freestanding menu boards in addition to wall signs;
or
6. Wall signage may not project above the lower edge of the roof line or parapet of a building.

(i) Home Business Sign. A home business sign may have one non-illuminated sign with a maximum area of two square feet; and

(j) Menu Board Sign. A menu Board sign shall be designed to be read from a distance no greater than ten feet.

(3) Notwithstanding any other provision of this chapter, any sign that may display a commercial message may also display any noncommercial message, either in place of or in addition to the commercial message, so long as the sign complies with other requirements of this chapter.

[Sec. 53-10. Permitted signs.

~~[The following signs are allowed in all districts and are exempt from the permit requirements of this chapter:~~

- ~~(1) Temporary real estate signs not exceeding 16 square feet in area that advertise the sale, rental, or lease of the premises upon which the sign is located. Such signs shall be removed not later than ten days following the sale, rental, or lease of the subject property. Such signs shall only be located on private property;~~
- ~~(2) Temporary political signs concerning candidates for public office and ballot issues and not exceeding 36 square feet in area. Such signs shall be erected not more than 30 days preceding the first day early voting commences for the election or referendum to which they pertain and removed not later than ten days after the date of the election or referendum. Political signs for candidates who are in a run-off shall be allowed to remain until ten days after their run-off election. Such signs shall only be located on private property;~~
- ~~(3) Temporary signs advertising the date, time, and location of a garage or yard sale and not exceeding four square feet in area. Such signs shall be erected not more than three days prior to and removed not later than one day after the date of the sale;~~
- ~~(4) Signs which are an integral part of the historical character of a designated historic district or a building that has been designated a landmark;~~
- ~~(5) Public signs regulating vehicular or pedestrian traffic or designating or giving direction to streets, schools, hospitals, historical sites, or public facilities;~~
- ~~(6) Flags of any government or governmental agency or any patriotic, religious, charitable, civic, educational, or fraternal organization and not exceeding 40 square feet in area;~~
- ~~(7) Temporary signs advertising special community events or other community activities sponsored by nonprofit organizations, governmental entities, or churches. Such signs shall~~

~~not exceed 32 square feet in area, shall not be erected more than 30 days in advance of the event and shall be removed within ten days after such event. Temporary signs shall be securely anchored and shall not exceed seven feet in height from ground level;~~

- ~~(8) Temporary displays or decorations customarily associated with any national, state, local, or religious holiday or celebration. Such signs shall be erected not more than 45 days before the holiday or celebration and removed not later than ten days after such holiday or celebration;~~
- ~~(9) Hand-held signs of a noncommercial nature not set on or affixed to the ground and not exceeding ten square feet in area;~~
- ~~(10) Temporary signs identifying the architect, engineer, developer or contractor when placed upon construction sites and not exceeding 64 square feet in area. Such signs shall not be erected prior to approval of a site plan and shall be removed not later than ten days after completion of the project;~~
- ~~(11) Signs identifying the name and profession of the occupant of a business establishment and not exceeding two square feet in area;~~
- ~~(12) Memorial or commemorative plaques or tablets denoting a building name and/or date of erection or a location of historic significance and not exceeding four square feet in area;~~
- ~~(13) Any sign for informational (non-advertisement) purposes not exceeding one square foot in area with letters not exceeding four inches in height;~~
- ~~(14) Property identification signs indicating address and/or name and not exceeding two square feet in area located on property used for residential purposes or five square feet in area located on property used for business purposes;~~
- ~~(15) Temporary business signs shall be permitted; provided, that:~~
 - ~~a. Temporary business signs of combustible material shall not exceed 60 square feet in area;~~
 - ~~b. Temporary business signs weighing in excess of 50 pounds must conform to the safety requirements of the building code of the city and must be approved by the sign administrator;~~
 - ~~c. Temporary business signs shall not extend over or into any street right-of-way, alley, sidewalk, or other public thoroughfare;~~
 - ~~d. Temporary business signs shall be attached with wire or steel cables. Strings, ropes, or wood slats for anchorage or support purposes shall not be permitted;~~
 - ~~e. Temporary business signs shall not be allowed to remain for a period exceeding 15 days in a six-month period;~~
 - ~~f. Temporary business signs must be on-premise signs; and~~
 - ~~g. Only one temporary business sign may be displayed at any given time.~~
- ~~(16) Amateur ball park signs;~~
- ~~(17) Signs erected by the city, the state (including its political subdivisions, such as school districts), or the United States government, or otherwise required by federal, state, or local laws;~~

- (18) ~~Directory signs, menu boards and the like, which are designed to be read from a distance no greater than ten feet; and~~
- (19) ~~Notwithstanding any other provision of this chapter, any sign that may display a commercial message may also display any noncommercial message, either in place of or in addition to the commercial message, so long as the sign complies with other requirements of this chapter.~~
- (20) ~~An electronic changeable message sign may be allowed, provided that:~~
- ~~a. The size of the changeable area is no larger than 25 percent of the overall permitted sign.~~
 - ~~b. i. For sign districts A and B, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9); or~~
 - ~~ii. For sign districts C and D, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9).~~
 - ~~c. No internal or external illumination of the LED screens will be allowed between the hours of 10:00 p.m. and 6:00 a.m.~~
 - ~~d. Maximum illumination will be determined by the difference between ambient light and full wattage and this difference cannot be more than .2 footcandles at 75 feet. The owner will provide annual reports certifying illumination does not exceed stated limits and will conduct tests in response to any complaints received by the city concerning the light from the sign.~~
 - ~~e. Maximum nit wattage is 6,500.~~
- (21) ~~Each business establishment is allowed wall signage not exceeding in total square feet of the non-fenestrated facade to which it is affixed:~~
- ~~20 percent for the side with the principal entrance;~~
 - ~~15 percent for the side(s) fronting on a public street;~~
 - ~~Ten percent for all other sides;~~
 - ~~Ten percent per side for canopies related to a business;~~
 - ~~A maximum of 32 square feet for freestanding menu boards in addition to wall signs;~~
 - ~~Wall signage may not project above the lower edge of the roof line or parapet of a building.~~
- (22) ~~A home business may have one non-illuminated sign with a maximum area of two square feet.]~~

Sec. 53-11. Prohibited signs.

Signs prohibited in all districts by this chapter include, but are not limited to, the following:

- (1) Signs which are inadequately maintained so as to show evidence of deterioration, including peeling, rust, dirt, fading, discoloration, loss of illumination, or holes. Damaged signs shall be repaired or removed within 30 days of receipt of notice from the city;
- (2) Signs which advertise a business or product, which is no longer in existence. Abandoned or outdated signs shall be replaced or removed within 30 days of receipt of notice from the city;
- (3) Signs which are erected, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape. No sign of any kind shall be attached to a stand pipe or fire escape;
- (4) Signs which obstruct free and clear vision at any street intersection;
- (5) Signs which interfere with, obstruct the view of, or may be confused with any authorized traffic sign, signal, or device because of its position, shape, or color;
- (6) Signs which use the words "stop," "look," "go slow," "caution," "danger," "warning," or any other word, phrase, symbol or character in a manner that interferes with, misleads, or confuses traffic;
- (7) Signs which constitute a hazard to safety or health by reason of inadequate design, construction, repair, or maintenance;
- (8) Signs which are illuminated with lights that cause a glare into or upon the surrounding area or any property used for residential purposes or which distract operators of vehicles or pedestrians on a public right-of-way;
- (9) Signs which contain reflectors or lights or illuminations or messages that flash, move, rotate, scintillate, blink, flicker, vary in intensity or color, or use intermittent electrical pulsation;
- (10) Signs which display any matter in which the dominant theme of the material taken as a whole appeals to a prurient interest in sex, or is patently offensive because it affronts contemporary community standards relating to the description or representation of sexual matters, and is utterly without redeeming social value;
- (11) Signs which are painted on or attached to a motor vehicle used primarily for the display of such sign. This section shall not prohibit the identification of a business or its products or services on a vehicle operated and parked in a manner appropriate to the normal course of business;
- (12) Signs which have visible moving, revolving, or rotating parts or visible mechanical movement of any kind, achieved by electrical or mechanical means, except for time-temperature-date signs;
- (13) Signs attached to or located upon outdoor exposed amenities such as trees, street signs, utility poles, or fences, which are visible from any street;
- (14) Signs which are off-premises signs;
- (15) Signs or portions thereof which are located on, or project or extend over, any public right-of-way, any public sidewalk, street, alley, or other public property;
- (16) Attention-getting device [~~Wind device~~] signs;
- (17) Snipe signs or bandit signs except as pre-permitted between the hours of 5:00 p.m. on Friday and 7:00 a.m. on Monday, provided no such sign shall be located less than 100 feet from another such sign; and

(18) Pole signs.

Sec. 53-12. Additional signs allowed in sign district A.

Business establishments within sign district A shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs allowed under this section.

(1) *Column signs.*

- a. Each business establishment in sign district A is permitted one column sign, which shall be supported by not less than two columns, with the depth of the column not less than the depth of the sign; provided, however, that the width of the column shall not be less than three feet. The message area of such column sign shall not exceed 550 square feet in area. The height of such column shall not exceed 40 feet in height, including the supporting structure, above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width. The bottom of such sign message area shall not be less than 15 feet above the surrounding finished grade level. Such column sign shall not exceed 22 feet in width. Such column sign may have a reader panel attached to it, however, a reader panel shall be included in the calculation of total sign area. Each column sign shall be positioned perpendicular to the roadway on which the property on which the sign is located faces. The support structure shall be visibly marked if such column sign is located in a parking area. Each business establishment in sign district A with more than 200 feet of frontage on State Highway 288 or its frontage road shall be permitted one additional sign as described in this section. No single business shall exceed 20 square feet of sign space on any one column sign.
- b. A column sign shall be located such that all parts of such sign are a minimum of ten feet from all property lines.

(2) *Monument signs.*

- a. In lieu of, and not in addition to, a column sign, each business establishment is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

Sec. 53-13. Additional signs allowed in sign district B.

Business establishments within sign district B shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs allowed under this section.

- (1) *Column signs.* Column signs are prohibited.

(2) *Monument signs.*

- a. Each business establishment with frontage on State Highway 6 is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition, monument signs in sign district B shall have a minimum distance of 200 feet between them when possible.

Sec. 53-14. Additional signs allowed in sign district C.

Business establishments within sign district C shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs permitted under this section.

(1) *Column signs.* Column signs are prohibited.

(2) *Monument signs.*

- a. Each business establishment is permitted one single or double-faced monument sign not exceeding 24 square feet in area and not exceeding six feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to approval by the sign administrator to ensure that such location does not cause an obstruction to the view of traffic or create a hazard to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition, monument signs in sign district C shall have a minimum distance of 200 feet between them when possible.

Sec. 53-15. Additional signs allowed in sign district D.

Business establishments within sign district D shall be allowed signage in accordance with the provisions of section 53-10 and this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs permitted under this section.

(1) *Column signs.* Column signs are prohibited.

(2) *Monument signs.*

- a. Each business establishment is permitted one single or double-faced monument sign not exceeding 24 square feet in area and not exceeding six feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to approval by the sign administrator to ensure that such location does not cause an obstruction to the view of traffic or create a hazard to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition,

monument signs in sign district D shall have a minimum distance of 200 feet between them when possible.

Sec. 53-16. Shopping center and integrated business developments.

Shopping centers and integrated business developments shall be allowed signage in accordance with section 53-10 and the provisions of this section. A permit is required for the signs allowed under this section.

(1) *Sign district A.*

- a. Each shopping center or integrated business development with more than 200 feet of frontage on State Highway 288, or its frontage road is permitted one column sign not exceeding 550 square feet in area. Such column sign shall not exceed 40 feet in height, including the supporting structure, above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width. The bottom of such sign shall not be less than 15 feet above the surrounding finished grade level. Such column sign may have a reader panel attached to it, however, a reader panel shall be included in the calculation of total sign area. The support structure shall be visibly marked if such column sign is located in a parking area.
- b. A column sign shall be located such that all parts of such sign are a minimum of ten feet from all property lines.
- c. In lieu of a column sign, a shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.
- d. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

(2) *Sign district B.*

- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
- c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face each adjacent street. Such additional sign shall not exceed four feet in height above the surrounding finished grade level. Such additional sign shall not exceed 16 square feet in area plus an additional five square feet for each business establishment located in such shopping center or integrated business development. The total sign area of both signs combined shall not exceed 100 square feet plus an additional five square

feet for each business establishment located in such shopping center or integrated business development.

(3) *Sign district C.*

- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 24 square feet in area plus an additional three square feet in area for each business establishment located in such shopping center or integrated business development and not exceeding six feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
- c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face each adjacent street. Such additional sign shall not exceed four feet in height above the surrounding finished grade level. Such additional sign shall not exceed 16 square feet in area plus three square feet for each business establishment located in such shopping center or integrated business development. The total sign area of both signs combined shall not exceed 40 square feet plus an additional three square feet for each business establishment located in such shopping center or integrated business development.

(4) *Sign district D.*

- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 24 square feet in area plus an additional three square feet in area for each business establishment located in such shopping center or integrated business development and not exceeding six feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
- c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face each adjacent street. Such additional sign shall not exceed four feet in height above the surrounding finished grade level. Such additional sign shall not exceed 16 square feet in area plus three square feet for each business establishment located in such shopping center or integrated business development. The total sign area of both signs combined shall not exceed 40 square feet plus an additional three square feet for each business establishment located in such shopping center or integrated business development.

Sec. 53-17. Permanent identification signs.

- (a) *Single-family residential subdivisions.* Single-family residential subdivisions are permitted permanent monument signs at each major entrance to the subdivision. The total sign surface area at each entrance shall not exceed 32 square feet in area and shall not exceed six feet in height above the surrounding finished grade level. The location of the monument sign shall be outside of the sight distance triangle corresponding to the nearest street intersection and is subject to approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians. Subdivisions which consist of more than one platted section are allowed an additional monument sign of not more than 16 square feet in area and not exceeding six feet in height for each major entrance to each section therein; however, in the case where the major entrance to the subdivision is also a major entrance to a section of the subdivision, that entrance shall be limited to a monument sign of not more than 32 square feet.
- (b) *Multifamily dwelling complexes.* A townhouse, condominium, or apartment complex is permitted one single or double-faced monument sign on the premises, not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level. The location of the monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition to a monument sign, each multifamily dwelling complex is permitted one wall sign not exceeding in total square feet ten percent of the facade to which it is affixed. A wall sign may not project above the roof line of a building, except for buildings with parapet walls, in which case the signage shall be flush with the wall and shall not project above the parapet.
- (c) *Permit required.* A permit is required for the signs allowed under this section.

[Sec. 53-18. Religious institution, private school, or governmental agency signs.

- ~~(a) A religious institution, private school, or governmental agency shall be allowed to erect one single or double-faced monument sign on the property on which the religious institution, school, or governmental agency is located. Such sign shall not exceed 50 square feet in area and shall not exceed 12 feet in height above the surrounding finished grade level. One additional single or double-faced monument sign is allowed to identify a secondary use (such as a school) on the same property. Such sign shall not exceed 28 square feet in area and shall not exceed eight feet in height above the surrounding finished grade level. A permit is required for the signs allowed under this section.~~
- ~~(b) A sign that exceeds the height and/or area requirements of this section may be permitted by the city council. Such sign must be located on property where the main structure on the property lies within 2,000 feet of the S.H. 288 right-of-way. Additionally, the sign must be approved by approval of a specific use permit. An applicant shall be required to obtain a specific use permit through the regular rezoning process and a site plan and drawings of the proposed sign shall be required.]~~

Sec. 53-18 [19]. Portable signs.

- (a) *Portable signs for business establishment.* An on-premises portable sign shall be permitted for use by a business establishment for the initial opening of such business for a period not exceeding 30 days. An on-premises portable sign may also be permitted for use by a business establishment for a maximum period of 30 days per calendar year.
- (b) *Portable signs for nonprofit organization.* On-premises portable signs shall be permitted for use on a temporary basis by nonprofit organizations for a maximum period of 15 days per calendar year.
- (c) *Permit required.* A permit is required for any portable sign allowed under subsections (a) and (b) of this section. The location of a portable sign must be approved by the sign administrator to ensure that such location does not create hazards to traffic or pedestrians.
- (d) *Maximum area.* The maximum area per side of a portable sign shall not exceed 32 square feet.
- (e) *Conformance to city building code and electrical code.* Portable signs shall be securely anchored and constructed and erected in accordance with the city's building code and electrical code.
- (f) *Location; property lines and intersections.* Portable signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

Sec. 53-19 [20]. Nonconforming signs.

A permanent sign erected within the city prior to the effective date of the ordinance from which this section is derived, which does not conform to the regulations of this chapter, shall be deemed to be a nonconforming sign which shall be allowed to continue, with normal maintenance and repair only; provided, however, a nonconforming sign may not be enlarged upon, expanded, or extended. It is not the intent of this section to encourage the survival of nonconforming signs; to the contrary, nonconforming signs are discouraged and contrary to the intent and purpose of this chapter.

- (1) *Obsolescence or destruction.* A nonconforming sign shall not be enlarged, expanded, extended, replaced, or rebuilt in case of obsolescence or total destruction by any means or cause.
- (2) *Repair or reconstruction if damaged.* In the event a nonconforming sign is damaged by any means or cause and the repair or reconstruction cost, whichever is applicable, equals or exceeds 50 percent of the fair market value of the sign at the time of the damage, it must be removed or brought into compliance with this chapter.
- (3) *Removal of unlawful signs.* In case any nonconforming sign is enlarged, expanded, extended, replaced, or rebuilt in violation of any of the terms of this chapter, the sign administrator shall give written notice by personal service or by certified mail, return receipt requested, to the owner, lessee, or person responsible for said sign, to remove the sign or bring the sign into compliance with this chapter. If such order is not complied with within ten days, the sign administrator shall revoke the sign permit.
- (4) *Placement and removal of signs.* All signs shall be placed by the owner or the party in control of the property or with the permission of such owner or party in control, and the owner or party in control shall be responsible for the prompt removal of any sign in accordance with the provisions of this chapter.

- (5) *Additional removal of specified signs.* Signs identified and described in section 53-11 shall be removed within 30 days after the effective date of the ordinance from which this section is derived.
- (6) *Conformance.* Nonconforming temporary business signs and portable signs shall be removed or made to conform with the provisions of this chapter within 30 days after the effective date of the ordinance from which this section is derived.

Sec. 53-20 [~~21~~]. Periodic inspection.

The sign administrator shall inspect periodically, or whenever deemed necessary, each sign or other advertising structure regulated by this chapter for the purpose of ascertaining whether the sign structure is unsafe, in need of repair, not in conformance with the permit application, or otherwise in violation of the provisions of this chapter.

Sec. 53-21 [~~22~~]. Reserved.

Sec. 53-22 [~~23~~]. Penalty.

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

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

Section 3. **Repealer.** All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. **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 _____, 2022.

Debra Davison, Mayor

Attest:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

Chapter 53 SIGNS¹

Sec. 53-1. Purpose.

The purpose of this chapter is to establish reasonable regulations for the design, construction, installation, and maintenance of all exterior signs within the city and its extraterritorial jurisdiction in order to:

- (1) Balance the right of individuals to identify their businesses and convey their messages and the right of the public to be protected against the unrestricted proliferation of signs;
- (2) Further the objectives of the city's comprehensive plan;
- (3) Protect the public health, safety, and welfare of the citizens of the city;
- (4) Reduce traffic hazards;
- (5) Facilitate the creation of an attractive and harmonious community;
- (6) Protect property values;
- (7) Promote economic development; and
- (8) Preserve the right of free speech exercised through the use of signs containing non-commercial messages.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Advertising means to seek the attraction of or to direct the attention of the public to any goods, services, business, activity, or merchandise of any kind or type.

Amateur ball park signs means those signs constructed, attached, hung, placed, suspended, affixed, or painted upon a structure in an amateur ball park which seek the attention of or direct the attention of patrons of the ball park to any goods, services, business, activities, or merchandise of any kind or type.

Billboard or *billboard sign* means an off-premises sign.

Business establishment means any property, building, or structure, permanent or temporary, used for the purpose of conducting in said building or structure, or on said property, a commercial enterprise in compliance with all ordinances and regulations of the city governing such activity. The term "business establishment" shall not include any property, building, or structure used for the primary purpose of securing a permit to erect a sign.

¹Editor's note(s)—Ord. No. 2017-O-35, § 1, adopted Nov. 6, 2017, amended Ch. 53 in its entirety to read as herein set out. Former Ch. 53, §§ 53-1—53-22, pertained to similar subject matter and derived from Ord. No. 2006-O-11, §§ 1—20, 22, 6-16-2006; Ord. No. 2015-O-13, § 2, 4-27-2015.

State law reference(s)—Municipal regulation of signs, V.T.C.A., Local Government Code § 216.003; regulations of political signs by municipality, V.T.C.A., Local Government Code § 216.903.

Abandoned Sign means any sign which does not display any advertisement, copy or message or any sign which identifies or advertises a business, lessor, service, owner, product, or activity, which is no longer available at the indicated location or no longer available on the premises for which no legal owner can be found.

Attention-Getting Device Sign means devices that are erected, placed, or maintained outdoors so as to attract attention to any business, or any goods, products, or services available on the premises of a business, including but not limited to the following items or devices: banners, cut out figures; discs; festooning, including tinsel, strings of ribbons, and pinwheels; inflatable objects or inflatable characters, including balloons; air animated objects, non-governmental flags; pennants; propellers; steam or smoke-producing devices; streamers, whirligigs; wind devices; blinking, rotating, moving, chasing, flashing, glaring, strobe, scintillating, search, flood or spot lights; or similar devices or items, and of which are located or employed in connection with the conduct of business.

Banner Sign means a type of temporary sign that is made or composed of a flexible piece of fabric, plastic, canvass, vinyl, paper, or another non-rigid material that does not include any enclosing framework and which is commonly mounted to a building, structure, fence, railing, or wall with rope, or mounted to the ground with stakes.

Business purposes means the erection or use of any property, building, or structure, permanent or temporary, used for the purpose of conducting in said building or structure, or on said property, a commercial enterprise in compliance with all ordinances and regulations of the city governing such activity. The term "business purpose" shall not include any property, building, or structure erected or used for the primary purpose of securing a permit to erect a sign.

Column sign means any sign supported by two or more columns, uprights, or braces anchored in or on the ground and not attached to any building.

Community Event Sign means a temporary sign advertising special community events or other community activities sponsored by nonprofit organizations, governmental entities, or churches.

Construction Sign means a temporary sign identifying the architect, engineer, developer or contractor located on an active construction site.

Damaged Sign means a sign where elements of the sign face or structure are visibly cracked, corroded, bent, broken, torn, or dented, or where the message can no longer be read under normal viewing conditions.

Directional or Information Sign means any attached or freestanding sign on premise sign giving directions, instructions, or facility information, i.e., entrance or exit signs, one-way location of parking, etc. which may contain the name or logo of an establishment but no other advertising copy.

Double-Faced Sign means any sign with sign area on two faces that are back to back, facing in opposite directions.

Electronic changeable message sign means an electronic sign or portion of a sign that uses Light Emitting Diode (LED) technology to form a sign message or messages in text form, with or without fixed images, wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes ~~any sign with a fixed or changing display/message composed of a series of lights that may be changed through electronic means.~~

Erect means to build, construct, attach, hang, place, suspend, affix, or paint a sign.

Facing or surface means the surface of the sign upon, against, or through which a message is displayed or illustrated.

Flag means any government or governmental agency or any patriotic, religious, charitable, civic, educational, or fraternal organization.

Flashing Sign means any directly or indirectly illuminated sign which contains an intermittent flashing light source. This does not include electronic changeable message or time/temperature signs.

Hand-Held Signs means a sign that is hand-carried by an individual.

Historical Sign means a sign designated in a historic district or a building that has been designated a landmark.

Home Business Sign means any unlighted sign not over two square feet in area attached flat against the dwelling and displaying only the occupants name and/or address and/or occupation.

Illuminated sign means any sign that has characters, letters, fixtures, designs, or outlines illuminated externally by electric lights or internally by luminous tubes or other internal illumination device.

Incombustible material means any material that will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.

Memorial or Commemorative Plaque/Tablet means an historical sign affixed to a wall denoting a building name and/or date of erection.

Menu Board Sign means a sign erected in conjunction with a use that incorporates a drive-thru or drive in generally used to provide service or product options and pricing for customers in a vehicle.

Monument sign means any sign mounted on the ground or supported by one or more columns, uprights, or braces anchored in the ground, but not elevated above the ground by any device that holds the sign off the ground and not attached to any building, including reader panels. A message board or electronically displayed date, time, and temperature may not occupy more than 24 square feet of the area of sign face.

Multifamily dwelling complex means a townhouse, condominium, or apartment complex of one or more buildings or portions thereof located on a single tract of land which contain three or more separate dwelling units which share means of egress and other essential facilities.

Off-premises sign means any sign advertising a business, person, activity, goods, products, or services not usually located on the premises where the sign is installed and maintained, or which directs persons to any location not on the premises.

On-premises sign means any sign identifying or advertising the person, activity, goods, business, products, or services primarily sold or offered for sale on the premises or property where the sign is installed and maintained when such premise is used for business purposes.

Permittee means a person receiving a sign permit pursuant to the provisions of this chapter.

Person means an individual, company, corporation, partnership, association, or any other entity.

Pole sign means any sign supported by only one column, pole, upright, or brace anchored in or on the ground and not attached to any building.

Portable sign means any sign designed or constructed to be easily moved from one location to another and which is mounted upon or designed to be mounted upon a wheeled carrier or other framed structure.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and charity appeals.

Residential purposes means property devoted to use as a single-family or multifamily residence. Residential purposes shall include, but not be limited to, property used for houses, apartments, duplexes, condominiums, townhouses, townhomes, and patio homes; property used for hotels, motels, and boardinghouses shall not be considered as used for residential purposes.

Right-of-way means that property or right-of-way owned by the city, county, or state and used for the purposes of roads, highways, drainage, and public utilities.

Shopping center or integrated business development means a commercial development, such as a strip center, mall, multitenant office building, commercial center, or industrial complex, in which two or more separate businesses occupy a single or multiple structure which share on-site parking facilities and common driveways.

Sign means any writing (including letter, word, or numeral), pictorial representation (including illustration or decoration), ~~illustration~~, emblem (including device, symbol, or trademark), flag (including banner or pennant), symbol, design, or any other figure of similar character which is a structure or a part thereof, or is attached to, painted on, or in any manner represented on a building or other structure, is placed out of doors in view of the general public from public rights-of-ways or abutting property, and is used for purposes of advertisement, announcement, declaration, demonstration, display, identification, direct attention or expression. The term "sign" shall include the sign structure.

Sign administrator means the director of development services or his/her designee ~~city building official~~.

Sign Area means the entire advertising area of a sign, excluding any framing, trim or molding and the supporting structure, with wording in either permanent or removable letter form. This definition also includes the LED portion of an electronic changeable message sign.

Sign permit means a permit issued by the city to erect a sign. Additionally, a sign permit refers to the continuing authorization by the city for the permit holder to maintain and operate a sign within the city while such sign conforms with the provisions of this chapter.

Sight distance triangle means the triangle formed on any corner lot measured from the point of intersection of the front and exterior side lot lines a distance of 25 feet along said front and side lot lines and connecting the points so established to form a sight triangle on the area of the lot adjacent to the street intersections. Except for single-family residential accessways, a sight triangle at the intersection of a public street and a private access way shall have sides of 15 feet along the accessway and 25 feet along the public street. In order to minimize sight obstructions, no parking, wall, fence, sign, structure or any plant growth other than grasses shall be placed or maintained within the sight distance triangle so as not to impede vision between a height of two feet six inches, and ten feet above the center line grades of the intersecting streets and/or drives.

Sign structure means any structure, device, or system, which supports or is capable of supporting a sign.

Snipe signs or *bandit signs* means signs which are tacked, nailed, posted, pasted, glued, or otherwise attached to stakes, utility poles, or other like objects, the advertising on which is not applicable to the premises or property on which it is located.

Temporary business sign means any sign, banner, pennant, or other advertising display constructed of cloth, canvas, light fabric, cardboard, or other light materials, with or without frames, with or without words, intended to be displayed for a limited period of time on the property of the business.

Temporary Garage or Yard Sale Sign means a temporary sign advertising the date, time and location of a garage or yard sale.

Temporary Political Sign means a temporary, portable sign concerning candidates for public office and ballot issues for an election or referendum.

Temporary Real Estate Sign means a temporary sign that advertises the sale, rental, or lease of the premises upon which the sign is located.

Wall sign means any sign mounted parallel to a wall of any building extending 18 inches or less horizontally from the structure to which it is affixed.

Window sign means a temporary business sign placed on, affixed to, painted on or located within the frame of a transparent opening in the wall of a building.

~~Wind device sign means any flag, banner, pennant, streamer, balloon, or similar sign made of cloth, canvass, plastic, or other flexible material, with or without a frame or other supporting structure, that moves or is designed or intended to move or blow in the wind.~~

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-3. Sign districts.

There are hereby created the following sign districts:

- (1) *Sign district A.* Sign district A shall include all property located in the city limits ~~and extra territorial jurisdiction (unless prohibited or restricted by Local Government Code § 216.902)~~ within 200 feet of the right-of-way of State Highway 288 and its frontage roads.
- (2) *Sign district B.* Sign district B shall include all property located in the ~~city limits with frontage on State Highway 6 zoned within the city's~~ light commercial (LC ~~and LC-SUP~~), heavy commercial (HC ~~and HC-SUP~~), highway mixed use (HMU ~~and HMU-SUP~~) and PUD districts as defined by the city's zoning ordinance, ~~located with frontage on State Highway 6 in the city's extra territorial jurisdiction (unless prohibited or restricted by Local Government Code § 216.902),~~ and is not located within sign district A.
- (3) *Sign district C.* Sign district C shall include all property in the city limits that is not located within sign district A or sign district B.
- (4) *Sign district D.* Sign district D shall include all property within the city's extraterritorial jurisdiction unless prohibited or restricted by Local Government Code § 216.902 ~~not located in sign district A, sign district B, or sign district C.~~

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-4. Permit required.

Except as provided in section 53-10 (1), it shall be unlawful for any person to erect, relocate, or structurally alter, any sign or other advertising structure as defined in section 53-2, without first obtaining a sign permit from the sign administrator and paying the permit fee required by section 53-7. No permit is required for change of copy or message or for repair, repainting, or maintenance that does not entail structural change.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-5. Application for sign permit.

An application for a sign permit shall be made upon a form provided by the sign administrator and shall contain and have attached the following information:

- (1) The name, address, ~~email address~~, and telephone number of the applicant;
- (2) The location of the building, structure, or lot to which or upon which the sign or other advertising structure is to be attached or erected;
- (3) ~~A site plan illustrating The location of the sign or other advertising structure in relation to nearby buildings, structures, and/or rights-of-way, easements, sidewalks and driveways;~~
- (4) Two ~~blueprints or~~ drawings of the plans and specifications of the sign and a description of the proposed method of construction and attachment to the building or on the ground;

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- (5) A certification and/or calculations showing that the sign is designed to meet the wind pressure and dead load requirements of the International Building Code and all other laws and ordinances of the city. The building official may require such certification and calculation to be made by a registered professional engineer if the sign is in excess of six feet in height or 50 square feet in area.
 - (6) The name of the person erecting the sign;
 - (7) The written consent of the owner of the building, structure, or land to which or on which the sign is to be erected if the owner of such property is different from applicant;
 - (8) Any required electrical permit; and
 - (9) Such other information as the sign administrator shall require to show full compliance with this and all other laws and ordinances of the city.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-6. Permit issuance.

Upon the filing of an application for a sign permit, the sign administrator shall:

- (1) Examine the plans and specifications and the premises upon which the proposed sign shall be erected; and
- (2) Issue a permit if the proposed sign complies with the requirements of this chapter and all other laws and ordinances of the city. If the work authorized under a sign permit is not completed within six months after the date of issuance, the permit shall become null and void.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-7. Permit fee.

Every applicant, prior to issuance of a permit pursuant to section 53-6, shall pay to the city a nonrefundable fee. Such fees shall be adopted by resolution and may be revised as often as the city council deems necessary.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-8. Revocation of permit.

The sign administrator may revoke any permit where there has been a violation of the provisions of this chapter or a misrepresentation of fact on the permit application.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-9. Number, date, and voltage.

- (a) Every permitted sign or other advertising structure shall display in a conspicuous place on such sign or structure, in letters no less than one inch in height, the date of erection, the permit number, and the voltage of any electrical apparatus used.
- (b) The top of all signs and sign structures shall have a minimum vertical clearance from any other structure of 14 feet, and shall have a clearance equal to its height from any transmission line carrying 750 volts or greater.

Sec. 53-10. Allowed ~~Permitted~~ signs.

- (1) The following signs are allowed in all districts and do not require a permit: ~~and are exempt from the permit requirements of this chapter:~~
- (1a) **Temporary Real Estate Signs.** Temporary real estate signs not exceeding 32 square feet in area in nonresidential districts and/or uses and 16 square feet in area in residential districts and/or residential uses that advertise the sale, rental, or lease of the premises upon which the sign is located. Such signs shall be removed not later than ten days following the sale, rental, or lease of the subject property. Such signs shall only be located on private property;
 - (2b) **Temporary Political Signs.** Temporary political signs concerning candidates for public office and ballot issues, if the sign does not have an effective area greater than ~~and not exceeding~~ 36 square feet, is not more than eight feet high, is not illuminated, and has no moving parts ~~in area~~. Such signs shall be erected not more than 30 days preceding the first day early voting commences for the election or referendum to which they pertain and removed not later than ten days after the date of the election or referendum. Political signs for candidates who are in a run-off shall be allowed to remain until ten days after their run-off election. Such signs shall only be located on private property;
 - (3c) **Temporary Garage or Yard Sale Signs.** Temporary signs advertising the date, time, and location of a garage or yard sale and not exceeding four square feet in area. Such signs shall be erected not more than three days prior to and removed not later than one day after the date of the sale;
 - ~~(4) Signs which are an integral part of the historical character of a designated historic district or a building that has been designated a landmark;~~
 - (5d) **Vehicular and Pedestrian Signs.** Public signs regulating vehicular or pedestrian traffic or designating or giving direction to streets, schools, hospitals, historical sites, or public facilities;
 - (6e) **Flags.** Flags of any government or governmental agency or any patriotic, religious, charitable, civic, educational, or fraternal organization and not exceeding 40 square feet in area;
 - ~~(7) Temporary signs advertising special community events or other community activities sponsored by nonprofit organizations, governmental entities, or churches. Such signs shall not exceed 32 square feet in area, shall not be erected more than 30 days in advance of the event and shall be removed within ten days after such event. Temporary signs shall be securely anchored and shall not exceed seven feet in height from ground level;~~
 - (8f) **Temporary Displays and Decorations.** Temporary displays or decorations customarily associated with any national, state, local, or religious holiday or celebration. Such signs shall be erected not more than 45 days before the holiday or celebration and removed not later than ten days after such holiday or celebration;
 - (9g) **Hand-Held Signs.** Hand-held signs of a noncommercial nature not set on or affixed to the ground and not exceeding ten square feet in area;
 - ~~(10h) Temporary Contractor Signs.~~ Temporary signs identifying the architect, engineer, developer or contractor when placed upon construction sites and not exceeding 64 square feet in area and one per site location. Such signs shall not be erected prior to approval of a site plan and shall be removed not later than ten days after completion of the project;
 - ~~(11) Signs identifying the name and profession of the occupant of a business establishment and not exceeding two square feet in area;~~

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- (12i) **Memorial or Commemorative Signs.** Memorial or commemorative plaques or tablets denoting a building name and/or date of erection or a location of historic significance and not exceeding four square feet in area;
- (13j) **Informational Signs.** Any sign for informational (non-advertisement) purposes not exceeding one square foot in area with letters not exceeding four inches in height;
- (14k) **Property Identification Signs.** Property identification signs indicating address and/or name and not exceeding two square feet in area located on property used for residential purposes or five square feet in area located on property used for business purposes;
- ~~(15) Temporary business signs shall be permitted; provided, that:~~
- ~~a. Temporary business signs of combustible material shall not exceed 60 square feet in area;~~
 - ~~b. Temporary business signs weighing in excess of 50 pounds must conform to the safety requirements of the building code of the city and must be approved by the sign administrator;~~
 - ~~c. Temporary business signs shall not extend over or into any street right-of-way, alley, sidewalk, or other public thoroughfare;~~
 - ~~d. Temporary business signs shall be attached with wire or steel cables. Strings, ropes, or wood slats for anchorage or support purposes shall not be permitted;~~
 - ~~e. Temporary business signs shall not be allowed to remain for a period exceeding 15 days in a six-month period;~~
 - ~~f. Temporary business signs must be on-premise signs; and~~
 - ~~g. Only one temporary business sign may be displayed at any given time.~~
- (16l) **Amateur ball park signs;** Signs within a ball park or other similar recreational facility and which cannot be seen from an adjacent street or adjacent properties;
- ~~(17) Signs erected by the city, the state (including its political subdivisions, such as school districts), or the United States government, or otherwise required by federal, state, or local laws;~~
- ~~(18) Directory signs, menu boards and the like, which are designed to be read from a distance no greater than ten feet; and~~
- ~~(19) Notwithstanding any other provision of this chapter, any sign that may display a commercial message may also display any noncommercial message, either in place of or in addition to the commercial message, so long as the sign complies with other requirements of this chapter.~~
- ~~(20) An electronic changeable message sign may be allowed, provided that:~~
- ~~a. The size of the changeable area is no larger than 25 percent of the overall permitted sign.~~
 - ~~b. i. For sign districts A and B, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9); or~~
 - ~~ii. For sign districts C and D, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9).~~
 - ~~c. No internal or external illumination of the LED screens will be allowed between the hours of 10:00 p.m. and 6:00 a.m.~~
 - ~~d. Maximum illumination will be determined by the difference between ambient light and full wattage and this difference cannot be more than .2 footcandles at 75 feet. The owner will provide annual reports certifying illumination does not exceed stated limits and will conduct tests in response to any complaints received by the city concerning the light from the sign.~~

~~e. Maximum nit wattage is 6,500.~~

~~(21) Each business establishment is allowed wall signage not exceeding in total square feet of the non-fenestrated facade to which it is affixed:~~

~~20 percent for the side with the principal entrance;~~

~~15 percent for the side(s) fronting on a public street;~~

~~Ten percent for all other sides;~~

~~Ten percent per side for canopies related to a business;~~

~~A maximum of 32 square feet for freestanding menu boards in addition to wall signs;~~

~~Wall signage may not project above the lower edge of the roof line or parapet of a building.~~

~~(22) A home business may have one non-illuminated sign with a maximum area of two square feet.~~

(2) The following signs are allowed in all districts and require a permit:

- (a) Historical Signs. Signs which are an integral part of the historical character of a designated historic district or a building that has been designated a landmark;
- (b) Community Event Signs. Temporary signs advertising special community events or other community activities sponsored by nonprofit organizations, governmental entities, or churches. Such signs shall not exceed 32 square feet in area, shall not be erected more than 30 days in advance of the event and shall be removed within ten days after such event. Temporary signs shall be securely anchored and shall not exceed seven feet in height from ground level;
- (c) Occupation Signs. Signs identifying the name and profession of the occupant of a business establishment and not exceeding two square feet in area;
- (d) Temporary Business Signs. Temporary business signs shall be permitted provided, that:
 - i. Temporary business signs of combustible material shall not exceed 60 square feet in area;
 - ii. Temporary business signs weighing in excess of 50 pounds must conform to the safety requirements of the building code of the city and must be approved by the sign administrator;
 - iii. Temporary business signs shall not extend over or into any street right-of-way, alley, sidewalk, or other public thoroughfare;
 - iv. Temporary business signs shall be attached with wire or steel cables. Strings, ropes, or wood slats for anchorage or support purposes shall not be permitted;
 - v. Temporary business signs shall not be allowed to remain for a period exceeding 15 days in a six-month period;
 - vi. Temporary business signs must be on-premise signs; and
 - vii. Only one temporary business sign may be displayed at any given time.
- (e) Governmental Entity Signs. Signs erected by the city, the state (including its political subdivisions, such as school districts), or the United States government, or otherwise required by federal, state, or local laws;
- (f) Directional or Informational Signs. Directional or informational signs shall be no more than four feet in height with a maximum area per side of six square feet;

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- (g) **Electronic Changeable Message Signs.** An electronic changeable message sign may be allowed, provided that:
- i. The size of the changeable area is no larger than 25 percent of the overall permitted sign.
 - ii.
 - a. For sign districts A and B, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9); or
 - b. For sign districts C and D, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9).
 - iii. No internal or external illumination of the LED screens will be allowed to operate between the hours of 10:00 p.m. and 6:00 a.m. when located within 100 feet from a residential zoning district (when measured from lot line to lot line).
 - iv. Maximum illumination will be determined by the difference between ambient light and full wattage and this difference cannot be more than .2 footcandles at 75 feet. The owner will provide annual reports certifying illumination does not exceed stated limits and will conduct tests in response to any complaints received by the city concerning the light from the sign.
 - v. Maximum nit wattage is 6,500.
- (h) **Wall Signs.** Each business establishment is allowed wall signage not exceeding the total square feet of the facade to which it is affixed:
- 1. 15 percent of the business frontage or a maximum 200 square feet for the side with the principal entrance;
 - 2. Ten percent of the business frontage or a maximum 150 square feet for the side(s) fronting on a public street;
 - 3. Ten percent of the business frontage or a maximum 150 square feet for all other sides;
 - 4. Ten percent per side for canopies related to a business;
 - 5. A maximum of 32 square feet for freestanding menu boards in addition to wall signs; or
 - 6. Wall signage may not project above the lower edge of the roof line or parapet of a building.
- (i) **Home Business Sign.** A home business sign may have one non-illuminated sign with a maximum area of two square feet; and
- (j) **Menu Board Sign.** A menu Board sign shall be designed to be read from a distance no greater than ten feet.
- (3) Notwithstanding any other provision of this chapter, any sign that may display a commercial message may also display any noncommercial message, either in place of or in addition to the commercial message, so long as the sign complies with other requirements of this chapter.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-11. Prohibited signs.

Signs prohibited in all districts by this chapter include, but are not limited to, the following:

- (1) Signs which are inadequately maintained so as to show evidence of deterioration, including peeling, rust, dirt, fading, discoloration, loss of illumination, or holes. Damaged signs shall be repaired or removed within 30 days of receipt of notice from the city;

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- (2) Signs which advertise a business or product, which is no longer in existence. Abandoned or outdated signs shall be replaced or removed within 30 days of receipt of notice from the city;
 - (3) Signs which are erected, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape. No sign of any kind shall be attached to a stand pipe or fire escape;
 - (4) Signs which obstruct free and clear vision at any street intersection;
 - (5) Signs which interfere with, obstruct the view of, or may be confused with any authorized traffic sign, signal, or device because of its position, shape, or color;
 - (6) Signs which use the words "stop," "look," "go slow," "caution," "danger," "warning," or any other word, phrase, symbol or character in a manner that interferes with, misleads, or confuses traffic;
 - (7) Signs which constitute a hazard to safety or health by reason of inadequate design, construction, repair, or maintenance;
 - (8) Signs which are illuminated with lights that cause a glare into or upon the surrounding area or any property used for residential purposes or which distract operators of vehicles or pedestrians on a public right-of-way;
 - (9) Signs which contain reflectors or lights or illuminations or messages that flash, move, rotate, scintillate, blink, flicker, vary in intensity or color, or use intermittent electrical pulsation;
 - (10) Signs which display any matter in which the dominant theme of the material taken as a whole appeals to a prurient interest in sex, or is patently offensive because it affronts contemporary community standards relating to the description or representation of sexual matters, and is utterly without redeeming social value;
 - (11) Signs which are painted on or attached to a motor vehicle used primarily for the display of such sign. This section shall not prohibit the identification of a business or its products or services on a vehicle operated and parked in a manner appropriate to the normal course of business;
 - (12) Signs which have visible moving, revolving, or rotating parts or visible mechanical movement of any kind, achieved by electrical or mechanical means, except for time-temperature-date signs;
 - (13) Signs attached to or located upon outdoor exposed amenities such as trees, street signs, utility poles, or fences, which are visible from any street;
 - (14) Signs which are off-premises signs;
 - (15) Signs or portions thereof which are located on, or project or extend over, any public right-of-way, any public sidewalk, street, alley, or other public property;
 - (16) ~~Attention-getting device~~ ~~Wind device~~ signs;
 - (17) Snipe signs or bandit signs except as pre-permitted between the hours of 5:00 p.m. on Friday and 7:00 a.m. on Monday, provided no such sign shall be located less than 100 feet from another such sign; and
 - (18) Pole signs.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-12. Additional signs allowed in sign district A.

Business establishments within sign district A shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs allowed under this section.

(1) *Column signs.*

- a. Each business establishment in sign district A is permitted one column sign, which shall be supported by not less than two columns, with the depth of the column not less than the depth of the sign; provided, however, that the width of the column shall not be less than three feet. The message area of such column sign shall not exceed 550 square feet in area. The height of such column shall not exceed 40 feet in height, including the supporting structure, above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width. The bottom of such sign message area shall not be less than 15 feet above the surrounding finished grade level. Such column sign shall not exceed 22 feet in width. Such column sign may have a reader panel attached to it, however, a reader panel shall be included in the calculation of total sign area. Each column sign shall be positioned perpendicular to the roadway on which the property on which the sign is located faces. The support structure shall be visibly marked if such column sign is located in a parking area. Each business establishment in sign district A with more than 200 feet of frontage on State Highway 288 or its frontage road shall be permitted one additional sign as described in this section. No single business shall exceed 20 square feet of sign space on any one column sign.
- b. A column sign shall be located such that all parts of such sign are a minimum of ten feet from all property lines.

(2) *Monument signs.*

- a. In lieu of, and not in addition to, a column sign, each business establishment is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-13. Additional signs allowed in sign district B.

Business establishments within sign district B shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs allowed under this section.

(1) *Column signs.* Column signs are prohibited.

(2) *Monument signs.*

- a. Each business establishment with frontage on State Highway 6 is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition, monument signs in sign district B shall have a minimum distance of 200 feet between them when possible.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-14. Additional signs allowed in sign district C.

Business establishments within sign district C shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs permitted under this section.

- (1) *Column signs.* Column signs are prohibited.
- (2) *Monument signs.*
 - a. Each business establishment is permitted one single or double-faced monument sign not exceeding 24 square feet in area and not exceeding six feet in height above the surrounding finished grade level.
 - b. The location of a monument sign is subject to approval by the sign administrator to ensure that such location does not cause an obstruction to the view of traffic or create a hazard to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. **In addition, monument signs in sign district C shall have a minimum distance of 200 feet between them when possible.**

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-15. Additional signs allowed in sign district D.

Business establishments within sign district D shall be allowed signage in accordance with the provisions of section 53-10 and this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs permitted under this section.

- (1) *Column signs.* Column signs are prohibited.
- (2) *Monument signs.*
 - a. Each business establishment is permitted one single or double-faced monument sign not exceeding 24 square feet in area and not exceeding six feet in height above the surrounding finished grade level.
 - b. The location of a monument sign is subject to approval by the sign administrator to ensure that such location does not cause an obstruction to the view of traffic or create a hazard to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. **In addition, monument signs in sign district D shall have a minimum distance of 200 feet between them when possible.**

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-16. Shopping center and integrated business developments.

Shopping centers and integrated business developments shall be allowed signage in accordance with section 53-10 and the provisions of this section. A permit is required for the signs allowed under this section.

- (1) *Sign district A.*

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- a. Each shopping center or integrated business development with more than 200 feet of frontage on State Highway 288, or its frontage road is permitted one column sign not exceeding 550 square feet in area. Such column sign shall not exceed 40 feet in height, including the supporting structure, above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width. The bottom of such sign shall not be less than 15 feet above the surrounding finished grade level. Such column sign may have a reader panel attached to it, however, a reader panel shall be included in the calculation of total sign area. The support structure shall be visibly marked if such column sign is located in a parking area.
 - b. A column sign shall be located such that all parts of such sign are a minimum of ten feet from all property lines.
 - c. In lieu of a column sign, a shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.
 - d. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
- (2) *Sign district B.*
- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width.
 - b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
 - c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face each adjacent street. Such additional sign shall not exceed four feet in height above the surrounding finished grade level. Such additional sign shall not exceed 16 square feet in area plus an additional five square feet for each business establishment located in such shopping center or integrated business development. The total sign area of both signs combined shall not exceed 100 square feet plus an additional five square feet for each business establishment located in such shopping center or integrated business development.
- (3) *Sign district C.*
- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 24 square feet in area plus an additional three square feet in area for each business establishment located in such shopping center or integrated business development and not exceeding six feet in height above the surrounding finished grade level.
 - b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
 - c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face

each adjacent street. Such additional sign shall not exceed four feet in height above the surrounding finished grade level. Such additional sign shall not exceed 16 square feet in area plus three square feet for each business establishment located in such shopping center or integrated business development. The total sign area of both signs combined shall not exceed 40 square feet plus an additional three square feet for each business establishment located in such shopping center or integrated business development.

(4) *Sign district D.*

- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 24 square feet in area plus an additional three square feet in area for each business establishment located in such shopping center or integrated business development and not exceeding six feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
- c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face each adjacent street. Such additional sign shall not exceed four feet in height above the surrounding finished grade level. Such additional sign shall not exceed 16 square feet in area plus three square feet for each business establishment located in such shopping center or integrated business development. The total sign area of both signs combined shall not exceed 40 square feet plus an additional three square feet for each business establishment located in such shopping center or integrated business development.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-17. Permanent identification signs.

- (a) *Single-family residential subdivisions.* Single-family residential subdivisions are permitted permanent monument signs at each major entrance to the subdivision. The total sign surface area at each entrance shall not exceed 32 square feet in area and shall not exceed six feet in height above the surrounding finished grade level. The location of the monument sign shall be outside of the sight distance triangle corresponding to the nearest street intersection and is subject to approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians. Subdivisions which consist of more than one platted section are allowed an additional monument sign of not more than 16 square feet in area and not exceeding six feet in height for each major entrance to each section therein; however, in the case where the major entrance to the subdivision is also a major entrance to a section of the subdivision, that entrance shall be limited to a monument sign of not more than 32 square feet.
- (b) *Multifamily dwelling complexes.* A townhouse, condominium, or apartment complex is permitted one single or double-faced monument sign on the premises, not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level. The location of the monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition to a monument sign, each multifamily dwelling complex is permitted one wall sign not exceeding in total square feet ten percent of the facade to which it is affixed. A wall sign may not project above the roof line of a building, except for buildings with parapet walls, in which case the signage shall be flush with the wall and shall not project above the parapet.

(c) *Permit required.* A permit is required for the signs allowed under this section.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

~~Sec. 53-18. Religious institution, private school, or governmental agency signs.~~

~~(a) A religious institution, private school, or governmental agency shall be allowed to erect one single or double-faced monument sign on the property on which the religious institution, school, or governmental agency is located. Such sign shall not exceed 50 square feet in area and shall not exceed 12 feet in height above the surrounding finished grade level. One additional single or double-faced monument sign is allowed to identify a secondary use (such as a school) on the same property. Such sign shall not exceed 28 square feet in area and shall not exceed eight feet in height above the surrounding finished grade level. A permit is required for the signs allowed under this section.~~

~~(b) A sign that exceeds the height and/or area requirements of this section may be permitted by the city council. Such sign must be located on property where the main structure on the property lies within 2,000 feet of the S.H. 288 right-of-way. Additionally, the sign must be approved by approval of a specific use permit. An applicant shall be required to obtain a specific use permit through the regular rezoning process and a site plan and drawings of the proposed sign shall be required.~~

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-189. Portable signs.

- (a) *Portable signs for business establishment.* An on-premises portable sign shall be permitted for use by a business establishment for the initial opening of such business for a period not exceeding 30 days. An on-premises portable sign may also be permitted for use by a business establishment for a maximum period of 30 days per calendar year.
- (b) *Portable signs for nonprofit organization.* On-premises portable signs shall be permitted for use on a temporary basis by nonprofit organizations for a maximum period of 15 days per calendar year.
- (c) *Permit required.* A permit is required for any portable sign allowed under subsections (a) and (b) of this section. The location of a portable sign must be approved by the sign administrator to ensure that such location does not create hazards to traffic or pedestrians.
- (d) *Maximum area.* The maximum area per side of a portable sign shall not exceed 32 square feet.
- (e) *Conformance to city building code and electrical code.* Portable signs shall be securely anchored and constructed and erected in accordance with the city's building code and electrical code.
- (f) *Location; property lines and intersections.* Portable signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-1920. Nonconforming signs.

A permanent sign erected within the city prior to the effective date of the ordinance from which this section is derived, which does not conform to the regulations of this chapter, shall be deemed to be a nonconforming sign which shall be allowed to continue, with normal maintenance and repair only; provided, however, a nonconforming sign may not be enlarged upon, expanded, or extended. It is not the intent of this section to

encourage the survival of nonconforming signs; to the contrary, nonconforming signs are discouraged and contrary to the intent and purpose of this chapter.

- (1) *Obsolescence or destruction.* A nonconforming sign shall not be enlarged, expanded, extended, replaced, or rebuilt in case of obsolescence or total destruction by any means or cause.
- (2) *Repair or reconstruction if damaged.* In the event a nonconforming sign is damaged by any means or cause and the repair or reconstruction cost, whichever is applicable, equals or exceeds 50 percent of the fair market value of the sign at the time of the damage, it must be removed or brought into compliance with this chapter.
- (3) *Removal of unlawful signs.* In case any nonconforming sign is enlarged, expanded, extended, replaced, or rebuilt in violation of any of the terms of this chapter, the sign administrator shall give written notice by personal service or by certified mail, return receipt requested, to the owner, lessee, or person responsible for said sign, to remove the sign or bring the sign into compliance with this chapter. If such order is not complied with within ten days, the sign administrator shall revoke the sign permit.
- (4) *Placement and removal of signs.* All signs shall be placed by the owner or the party in control of the property or with the permission of such owner or party in control, and the owner or party in control shall be responsible for the prompt removal of any sign in accordance with the provisions of this chapter.
- (5) *Additional removal of specified signs.* Signs identified and described in section 53-11 shall be removed within 30 days after the effective date of the ordinance from which this section is derived.
- (6) *Conformance.* Nonconforming temporary business signs and portable signs shall be removed or made to conform with the provisions of this chapter within 30 days after the effective date of the ordinance from which this section is derived.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-201. Periodic inspection.

The sign administrator shall inspect periodically, or whenever deemed necessary, each sign or other advertising structure regulated by this chapter for the purpose of ascertaining whether the sign structure is unsafe, in need of repair, not in conformance with the permit application, or otherwise in violation of the provisions of this chapter.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-212. Reserved.

Sec. 53-223. Penalty.

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

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Chapter 53 SIGNS¹

Sec. 53-1. Purpose.

The purpose of this chapter is to establish reasonable regulations for the design, construction, installation, and maintenance of all exterior signs within the city and its extraterritorial jurisdiction in order to:

- (1) Balance the right of individuals to identify their businesses and convey their messages and the right of the public to be protected against the unrestricted proliferation of signs;
- (2) Further the objectives of the city's comprehensive plan;
- (3) Protect the public health, safety, and welfare of the citizens of the city;
- (4) Reduce traffic hazards;
- (5) Facilitate the creation of an attractive and harmonious community;
- (6) Protect property values;
- (7) Promote economic development; and
- (8) Preserve the right of free speech exercised through the use of signs containing non-commercial messages.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Advertising means to seek the attraction of or to direct the attention of the public to any goods, services, business, activity, or merchandise of any kind or type.

Amateur ball park signs means those signs constructed, attached, hung, placed, suspended, affixed, or painted upon a structure in an amateur ball park which seek the attention of or direct the attention of patrons of the ball park to any goods, services, business, activities, or merchandise of any kind or type.

Billboard or *billboard sign* means an off-premises sign.

Business establishment means any property, building, or structure, permanent or temporary, used for the purpose of conducting in said building or structure, or on said property, a commercial enterprise in compliance with all ordinances and regulations of the city governing such activity. The term "business establishment" shall not include any property, building, or structure used for the primary purpose of securing a permit to erect a sign.

¹Editor's note(s)—Ord. No. 2017-O-35, § 1, adopted Nov. 6, 2017, amended Ch. 53 in its entirety to read as herein set out. Former Ch. 53, §§ 53-1—53-22, pertained to similar subject matter and derived from Ord. No. 2006-O-11, §§ 1—20, 22, 6-16-2006; Ord. No. 2015-O-13, § 2, 4-27-2015.

State law reference(s)—Municipal regulation of signs, V.T.C.A., Local Government Code § 216.003; regulations of political signs by municipality, V.T.C.A., Local Government Code § 216.903.

Business purposes means the erection or use of any property, building, or structure, permanent or temporary, used for the purpose of conducting in said building or structure, or on said property, a commercial enterprise in compliance with all ordinances and regulations of the city governing such activity. The term "business purpose" shall not include any property, building, or structure erected or used for the primary purpose of securing a permit to erect a sign.

Column sign means any sign supported by two or more columns, uprights, or braces anchored in or on the ground and not attached to any building.

Electronic changeable message sign means any sign with a fixed or changing display/message composed of a series of lights that may be changed through electronic means.

Erect means to build, construct, attach, hang, place, suspend, affix, or paint a sign.

Facing or surface means the surface of the sign upon, against, or through which a message is displayed or illustrated.

Illuminated sign means any sign that has characters, letters, fixtures, designs, or outlines illuminated externally by electric lights or internally by luminous tubes or other internal illumination device.

Incombustible material means any material that will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.

Monument sign means any sign mounted on the ground or supported by one or more columns, uprights, or braces anchored in the ground, but not elevated above the ground by any device that holds the sign off the ground and not attached to any building, including reader panels. A message board or electronically displayed date, time, and temperature may not occupy more than 24 square feet of the area of sign face.

Multifamily dwelling complex means a townhouse, condominium, or apartment complex of one or more buildings or portions thereof located on a single tract of land which contain three or more separate dwelling units which share means of egress and other essential facilities.

Off-premises sign means any sign advertising a business, person, activity, goods, products, or services not usually located on the premises where the sign is installed and maintained, or which directs persons to any location not on the premises.

On-premises sign means any sign identifying or advertising the person, activity, goods, business, products, or services primarily sold or offered for sale on the premises or property where the sign is installed and maintained when such premise is used for business purposes.

Permittee means a person receiving a sign permit pursuant to the provisions of this chapter.

Person means an individual, company, corporation, partnership, association, or any other entity.

Pole sign means any sign supported by only one column, pole, upright, or brace anchored in or on the ground and not attached to any building.

Portable sign means any sign designed or constructed to be easily moved from one location to another and which is mounted upon or designed to be mounted upon a wheeled carrier or other framed structure.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and charity appeals.

Residential purposes means property devoted to use as a single-family or multifamily residence. Residential purposes shall include, but not be limited to, property used for houses, apartments, duplexes, condominiums, townhouses, townhomes, and patio homes; property used for hotels, motels, and boardinghouses shall not be considered as used for residential purposes.

Right-of-way means that property or right-of-way owned by the city, county, or state and used for the purposes of roads, highways, drainage, and public utilities.

Shopping center or integrated business development means a commercial development, such as a strip center, mall, multitenant office building, commercial center, or industrial complex, in which two or more separate businesses occupy a single or multiple structure which share on-site parking facilities and common driveways.

Sign means any writing, pictorial representation, illustration, emblem, symbol, design, or other figure of similar character which is a structure or a part thereof, or is attached to or in any manner represented on a building or other structure, is placed out of doors in view of the general public, and is used for purposes of advertisement, announcement, declaration, demonstration, display, identification, or expression. The term "sign" shall include the sign structure.

Sign administrator means the city building official.

Sign permit means a permit issued by the city to erect a sign. Additionally, a sign permit refers to the continuing authorization by the city for the permit holder to maintain and operate a sign within the city while such sign conforms with the provisions of this chapter.

Sight distance triangle means the triangle formed on any corner lot measured from the point of intersection of the front and exterior side lot lines a distance of 25 feet along said front and side lot lines and connecting the points so established to form a sight triangle on the area of the lot adjacent to the street intersections. Except for single-family residential accessways, a sight triangle at the intersection of a public street and a private access way shall have sides of 15 feet along the accessway and 25 feet along the public street. In order to minimize sight obstructions, no parking, wall, fence, sign, structure or any plant growth other than grasses shall be placed or maintained within the sight distance triangle so as not to impede vision between a height of two feet six inches, and ten feet above the center line grades of the intersecting streets and/or drives.

Sign structure means any structure, device, or system, which supports or is capable of supporting a sign.

Snipe signs or bandit signs means signs which are tacked, nailed, posted, pasted, glued, or otherwise attached to stakes, utility poles, or other like objects, the advertising on which is not applicable to the premises or property on which it is located.

Temporary business sign means any sign, banner, pennant, or other advertising display constructed of cloth, canvas, light fabric, cardboard, or other light materials, with or without frames, with or without words, intended to be displayed for a limited period of time on the property of the business.

Wall sign means any sign mounted parallel to a wall of any building extending 18 inches or less horizontally from the structure to which it is affixed.

Window sign means a temporary business sign placed on, affixed to, painted on or located within the frame of a transparent opening in the wall of a building.

Wind device sign means any flag, banner, pennant, streamer, balloon, or similar sign made of cloth, canvass, plastic, or other flexible material, with or without a frame or other supporting structure, that moves or is designed or intended to move or blow in the wind.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-3. Sign districts.

There are hereby created the following sign districts:

- (1) *Sign district A.* Sign district A shall include all property located in the city limits within 200 feet of the right-of-way of State Highway 288 and its frontage roads.

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- (2) *Sign district B.* Sign district B shall include all property located within the city's light commercial (LC and LC-SUP), heavy commercial (HC and HC-SUP), highway mixed use (HMU and HMU-SUP) and PUD districts as defined by the city's zoning ordinance and is not located within sign district A.
 - (3) *Sign district C.* Sign district C shall include all property in the city limits that is not located within sign district A or sign district B.
 - (4) *Sign district D.* Sign district D shall include all property within the city's extraterritorial jurisdiction unless prohibited or restricted by Local Government Code § 216.902.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-4. Permit required.

Except as provided in section 53-10, it shall be unlawful for any person to erect, relocate, or structurally alter, any sign or other advertising structure as defined in section 53-2, without first obtaining a sign permit from the sign administrator and paying the permit fee required by section 53-7. No permit is required for change of copy or message or for repair, repainting, or maintenance that does not entail structural change.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-5. Application for sign permit.

An application for a sign permit shall be made upon a form provided by the sign administrator and shall contain and have attached the following information:

- (1) The name, address, and telephone number of the applicant;
- (2) The location of the building, structure, or lot to which or upon which the sign or other advertising structure is to be attached or erected;
- (3) The location of the sign or other advertising structure in relation to nearby buildings, structures, and/or rights-of-way, sidewalks and driveways;
- (4) Two blueprints or drawings of the plans and specifications of the sign and a description of the proposed method of construction and attachment to the building or on the ground;
- (5) A certification and/or calculations showing that the sign is designed to meet the wind pressure and dead load requirements of the International Building Code and all other laws and ordinances of the city. The building official may require such certification and calculation to be made by a registered professional engineer if the sign is in excess of six feet in height or 50 square feet in area.
- (6) The name of the person erecting the sign;
- (7) The written consent of the owner of the building, structure, or land to which or on which the sign is to be erected if the owner of such property is different from applicant;
- (8) Any required electrical permit; and
- (9) Such other information as the sign administrator shall require to show full compliance with this and all other laws and ordinances of the city.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-6. Permit issuance.

Upon the filing of an application for a sign permit, the sign administrator shall:

- (1) Examine the plans and specifications and the premises upon which the proposed sign shall be erected; and
- (2) Issue a permit if the proposed sign complies with the requirements of this chapter and all other laws and ordinances of the city. If the work authorized under a sign permit is not completed within six months after the date of issuance, the permit shall become null and void.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-7. Permit fee.

Every applicant, prior to issuance of a permit pursuant to section 53-6, shall pay to the city a nonrefundable fee. Such fees shall be adopted by resolution and may be revised as often as the city council deems necessary.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-8. Revocation of permit.

The sign administrator may revoke any permit where there has been a violation of the provisions of this chapter or a misrepresentation of fact on the permit application.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-9. Number, date, and voltage.

- (a) Every permitted sign or other advertising structure shall display in a conspicuous place on such sign or structure, in letters no less than one inch in height, the date of erection, the permit number, and the voltage of any electrical apparatus used.
- (b) The top of all signs and sign structures shall have a minimum vertical clearance from any other structure of 14 feet, and shall have a clearance equal to its height from any transmission line carrying 750 volts or greater.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-10. Permitted signs.

The following signs are allowed in all districts and are exempt from the permit requirements of this chapter:

- (1) Temporary real estate signs not exceeding 16 square feet in area that advertise the sale, rental, or lease of the premises upon which the sign is located. Such signs shall be removed not later than ten days following the sale, rental, or lease of the subject property. Such signs shall only be located on private property;
- (2) Temporary political signs concerning candidates for public office and ballot issues and not exceeding 36 square feet in area. Such signs shall be erected not more than 30 days preceding the first day early voting commences for the election or referendum to which they pertain and removed not later than

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- ten days after the date of the election or referendum. Such signs shall only be located on private property;
- (3) Temporary signs advertising the date, time, and location of a garage or yard sale and not exceeding four square feet in area. Such signs shall be erected not more than three days prior to and removed not later than one day after the date of the sale;
 - (4) Signs which are an integral part of the historical character of a designated historic district or a building that has been designated a landmark;
 - (5) Public signs regulating vehicular or pedestrian traffic or designating or giving direction to streets, schools, hospitals, historical sites, or public facilities;
 - (6) Flags of any government or governmental agency or any patriotic, religious, charitable, civic, educational, or fraternal organization and not exceeding 40 square feet in area;
 - (7) Temporary signs advertising special community events or other community activities sponsored by nonprofit organizations, governmental entities, or churches. Such signs shall not exceed 32 square feet in area, shall not be erected more than 30 days in advance of the event and shall be removed within ten days after such event. Temporary signs shall be securely anchored and shall not exceed seven feet in height from ground level;
 - (8) Temporary displays or decorations customarily associated with any national, state, local, or religious holiday or celebration. Such signs shall be erected not more than 45 days before the holiday or celebration and removed not later than ten days after such holiday or celebration;
 - (9) Hand-held signs of a noncommercial nature not set on or affixed to the ground and not exceeding ten square feet in area;
 - (10) Temporary signs identifying the architect, engineer, developer or contractor when placed upon construction sites and not exceeding 64 square feet in area. Such signs shall not be erected prior to approval of a site plan and shall be removed not later than ten days after completion of the project;
 - (11) Signs identifying the name and profession of the occupant of a business establishment and not exceeding two square feet in area;
 - (12) Memorial or commemorative plaques or tablets denoting a building name and/or date of erection or a location of historic significance and not exceeding four square feet in area;
 - (13) Any sign for informational (non-advertisement) purposes not exceeding one square foot in area with letters not exceeding four inches in height;
 - (14) Property identification signs indicating address and/or name and not exceeding two square feet in area located on property used for residential purposes or five square feet in area located on property used for business purposes;
 - (15) Temporary business signs shall be permitted; provided, that:
 - a. Temporary business signs of combustible material shall not exceed 60 square feet in area;
 - b. Temporary business signs weighing in excess of 50 pounds must conform to the safety requirements of the building code of the city and must be approved by the sign administrator;
 - c. Temporary business signs shall not extend over or into any street right-of-way, alley, sidewalk, or other public thoroughfare;
 - d. Temporary business signs shall be attached with wire or steel cables. Strings, ropes, or wood slats for anchorage or support purposes shall not be permitted;

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- e. Temporary business signs shall not be allowed to remain for a period exceeding 15 days in a six-month period;
 - f. Temporary business signs must be on-premise signs; and
 - g. Only one temporary business sign may be displayed at any given time.
- (16) Amateur ball park signs;
 - (17) Signs erected by the city, the state (including its political subdivisions, such as school districts), or the United States government, or otherwise required by federal, state, or local laws;
 - (18) Directory signs, menu boards and the like, which are designed to be read from a distance no greater than ten feet; and
 - (19) Notwithstanding any other provision of this chapter, any sign that may display a commercial message may also display any noncommercial message, either in place of or in addition to the commercial message, so long as the sign complies with other requirements of this chapter.
 - (20) An electronic changeable message sign may be allowed, provided that:
 - a. The size of the changeable area is no larger than 25 percent of the overall permitted sign.
 - b. i. For sign districts A and B, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9); or
 - ii. For sign districts C and D, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9).
 - c. No internal or external illumination of the LED screens will be allowed between the hours of 10:00 p.m. and 6:00 a.m.
 - d. Maximum illumination will be determined by the difference between ambient light and full wattage and this difference cannot be more than .2 footcandles at 75 feet. The owner will provide annual reports certifying illumination does not exceed stated limits and will conduct tests in response to any complaints received by the city concerning the light from the sign.
 - e. Maximum nit wattage is 6,500.
 - (21) Each business establishment is allowed wall signage not exceeding in total square feet of the non-fenestrated facade to which it is affixed:
 - 20 percent for the side with the principal entrance;
 - 15 percent for the side(s) fronting on a public street;
 - Ten percent for all other sides;
 - Ten percent per side for canopies related to a business;
 - A maximum of 32 square feet for freestanding menu boards in addition to wall signs;
 - Wall signage may not project above the lower edge of the roof line or parapet of a building.
 - (22) A home business may have one non-illuminated sign with a maximum area of two square feet.
- (Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-11. Prohibited signs.

Signs prohibited in all districts by this chapter include, but are not limited to, the following:

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- (1) Signs which are inadequately maintained so as to show evidence of deterioration, including peeling, rust, dirt, fading, discoloration, loss of illumination, or holes. Damaged signs shall be repaired or removed within 30 days of receipt of notice from the city;
 - (2) Signs which advertise a business or product, which is no longer in existence. Abandoned or outdated signs shall be replaced or removed within 30 days of receipt of notice from the city;
 - (3) Signs which are erected, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape. No sign of any kind shall be attached to a stand pipe or fire escape;
 - (4) Signs which obstruct free and clear vision at any street intersection;
 - (5) Signs which interfere with, obstruct the view of, or may be confused with any authorized traffic sign, signal, or device because of its position, shape, or color;
 - (6) Signs which use the words "stop," "look," "go slow," "caution," "danger," "warning," or any other word, phrase, symbol or character in a manner that interferes with, misleads, or confuses traffic;
 - (7) Signs which constitute a hazard to safety or health by reason of inadequate design, construction, repair, or maintenance;
 - (8) Signs which are illuminated with lights that cause a glare into or upon the surrounding area or any property used for residential purposes or which distract operators of vehicles or pedestrians on a public right-of-way;
 - (9) Signs which contain reflectors or lights or illuminations or messages that flash, move, rotate, scintillate, blink, flicker, vary in intensity or color, or use intermittent electrical pulsation;
 - (10) Signs which display any matter in which the dominant theme of the material taken as a whole appeals to a prurient interest in sex, or is patently offensive because it affronts contemporary community standards relating to the description or representation of sexual matters, and is utterly without redeeming social value;
 - (11) Signs which are painted on or attached to a motor vehicle used primarily for the display of such sign. This section shall not prohibit the identification of a business or its products or services on a vehicle operated and parked in a manner appropriate to the normal course of business;
 - (12) Signs which have visible moving, revolving, or rotating parts or visible mechanical movement of any kind, achieved by electrical or mechanical means, except for time-temperature-date signs;
 - (13) Signs attached to or located upon outdoor exposed amenities such as trees, street signs, utility poles, or fences, which are visible from any street;
 - (14) Signs which are off-premises signs;
 - (15) Signs or portions thereof which are located on, or project or extend over, any public right-of-way, any public sidewalk, street, alley, or other public property;
 - (16) Wind device signs;
 - (17) Snipe signs or bandit signs except as pre-permitted between the hours of 5:00 p.m. on Friday and 7:00 a.m. on Monday, provided no such sign shall be located less than 100 feet from another such sign; and
 - (18) Pole signs.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-12. Additional signs allowed in sign district A.

Business establishments within sign district A shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs allowed under this section.

(1) *Column signs.*

- a. Each business establishment in sign district A is permitted one column sign, which shall be supported by not less than two columns, with the depth of the column not less than the depth of the sign; provided, however, that the width of the column shall not be less than three feet. The message area of such column sign shall not exceed 550 square feet in area. The height of such column shall not exceed 40 feet in height, including the supporting structure, above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width. The bottom of such sign message area shall not be less than 15 feet above the surrounding finished grade level. Such column sign shall not exceed 22 feet in width. Such column sign may have a reader panel attached to it, however, a reader panel shall be included in the calculation of total sign area. Each column sign shall be positioned perpendicular to the roadway on which the property on which the sign is located faces. The support structure shall be visibly marked if such column sign is located in a parking area. Each business establishment in sign district A with more than 200 feet of frontage on State Highway 288 or its frontage road shall be permitted one additional sign as described in this section. No single business shall exceed 20 square feet of sign space on any one column sign.
- b. A column sign shall be located such that all parts of such sign are a minimum of ten feet from all property lines.

(2) *Monument signs.*

- a. In lieu of, and not in addition to, a column sign, each business establishment is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-13. Additional signs allowed in sign district B.

Business establishments within sign district B shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs allowed under this section.

(1) *Column signs.* Column signs are prohibited.

(2) *Monument signs.*

-
- a. Each business establishment with frontage on State Highway 6 is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.
 - b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition, monument signs in sign district B shall have a minimum distance of 200 feet between them when possible.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-14. Additional signs allowed in sign district C.

Business establishments within sign district C shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs permitted under this section.

- (1) *Column signs.* Column signs are prohibited.
- (2) *Monument signs.*
 - a. Each business establishment is permitted one single or double-faced monument sign not exceeding 24 square feet in area and not exceeding six feet in height above the surrounding finished grade level.
 - b. The location of a monument sign is subject to approval by the sign administrator to ensure that such location does not cause an obstruction to the view of traffic or create a hazard to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-15. Additional signs allowed in sign district D.

Business establishments within sign district D shall be allowed signage in accordance with the provisions of section 53-10 and this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs permitted under this section.

- (1) *Column signs.* Column signs are prohibited.
- (2) *Monument signs.*
 - a. Each business establishment is permitted one single or double-faced monument sign not exceeding 24 square feet in area and not exceeding six feet in height above the surrounding finished grade level.
 - b. The location of a monument sign is subject to approval by the sign administrator to ensure that such location does not cause an obstruction to the view of traffic or create a hazard to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-16. Shopping center and integrated business developments.

Shopping centers and integrated business developments shall be allowed signage in accordance with section 53-10 and the provisions of this section. A permit is required for the signs allowed under this section.

(1) *Sign district A.*

- a. Each shopping center or integrated business development with more than 200 feet of frontage on State Highway 288, or its frontage road is permitted one column sign not exceeding 550 square feet in area. Such column sign shall not exceed 40 feet in height, including the supporting structure, above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width. The bottom of such sign shall not be less than 15 feet above the surrounding finished grade level. Such column sign may have a reader panel attached to it, however, a reader panel shall be included in the calculation of total sign area. The support structure shall be visibly marked if such column sign is located in a parking area.
- b. A column sign shall be located such that all parts of such sign are a minimum of ten feet from all property lines.
- c. In lieu of a column sign, a shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.
- d. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

(2) *Sign district B.*

- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
- c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face each adjacent street. Such additional sign shall not exceed four feet in height above the surrounding finished grade level. Such additional sign shall not exceed 16 square feet in area plus an additional five square feet for each business establishment located in such shopping center or integrated business development. The total sign area of both signs combined shall not exceed 100 square feet plus an additional five square feet for each business establishment located in such shopping center or integrated business development.

(3) *Sign district C.*

- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 24 square feet in area plus an additional three square feet in area for each business establishment located in such shopping center or integrated business development and not exceeding six feet in height above the surrounding finished grade level.

-
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
 - c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face each adjacent street. Such additional sign shall not exceed four feet in height above the surrounding finished grade level. Such additional sign shall not exceed 16 square feet in area plus three square feet for each business establishment located in such shopping center or integrated business development. The total sign area of both signs combined shall not exceed 40 square feet plus an additional three square feet for each business establishment located in such shopping center or integrated business development.
- (4) *Sign district D.*
- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 24 square feet in area plus an additional three square feet in area for each business establishment located in such shopping center or integrated business development and not exceeding six feet in height above the surrounding finished grade level.
 - b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
 - c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face each adjacent street. Such additional sign shall not exceed four feet in height above the surrounding finished grade level. Such additional sign shall not exceed 16 square feet in area plus three square feet for each business establishment located in such shopping center or integrated business development. The total sign area of both signs combined shall not exceed 40 square feet plus an additional three square feet for each business establishment located in such shopping center or integrated business development.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-17. Permanent identification signs.

- (a) *Single-family residential subdivisions.* Single-family residential subdivisions are permitted permanent monument signs at each major entrance to the subdivision. The total sign surface area at each entrance shall not exceed 32 square feet in area and shall not exceed six feet in height above the surrounding finished grade level. The location of the monument sign shall be outside of the sight distance triangle corresponding to the nearest street intersection and is subject to approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians. Subdivisions which consist of more than one platted section are allowed an additional monument sign of not more than 16 square feet in area and not exceeding six feet in height for each major entrance to each section therein; however, in the case where the major entrance to the subdivision is also a major entrance to a section of the subdivision, that entrance shall be limited to a monument sign of not more than 32 square feet.
- (b) *Multifamily dwelling complexes.* A townhouse, condominium, or apartment complex is permitted one single or double-faced monument sign on the premises, not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level. The location of the monument sign is subject to

the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition to a monument sign, each multifamily dwelling complex is permitted one wall sign not exceeding in total square feet ten percent of the facade to which it is affixed. A wall sign may not project above the roof line of a building, except for buildings with parapet walls, in which case the signage shall be flush with the wall and shall not project above the parapet.

- (c) *Permit required.* A permit is required for the signs allowed under this section.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-18. Religious institution, private school, or governmental agency signs.

- (a) A religious institution, private school, or governmental agency shall be allowed to erect one single or double-faced monument sign on the property on which the religious institution, school, or governmental agency is located. Such sign shall not exceed 50 square feet in area and shall not exceed 12 feet in height above the surrounding finished grade level. One additional single or double-faced monument sign is allowed to identify a secondary use (such as a school) on the same property. Such sign shall not exceed 28 square feet in area and shall not exceed eight feet in height above the surrounding finished grade level. A permit is required for the signs allowed under this section.
- (b) A sign that exceeds the height and/or area requirements of this section may be permitted by the city council. Such sign must be located on property where the main structure on the property lies within 2,000 feet of the S.H. 288 right-of-way. Additionally, the sign must be approved by approval of a specific use permit. An applicant shall be required to obtain a specific use permit through the regular rezoning process and a site plan and drawings of the proposed sign shall be required.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-19. Portable signs.

- (a) *Portable signs for business establishment.* An on-premises portable sign shall be permitted for use by a business establishment for the initial opening of such business for a period not exceeding 30 days. An on-premises portable sign may also be permitted for use by a business establishment for a maximum period of 30 days per calendar year.
- (b) *Portable signs for nonprofit organization.* On-premises portable signs shall be permitted for use on a temporary basis by nonprofit organizations for a maximum period of 15 days per calendar year.
- (c) *Permit required.* A permit is required for any portable sign allowed under subsections (a) and (b) of this section. The location of a portable sign must be approved by the sign administrator to ensure that such location does not create hazards to traffic or pedestrians.
- (d) *Maximum area.* The maximum area per side of a portable sign shall not exceed 32 square feet.
- (e) *Conformance to city building code and electrical code.* Portable signs shall be securely anchored and constructed and erected in accordance with the city's building code and electrical code.
- (f) *Location; property lines and intersections.* Portable signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-20. Nonconforming signs.

A permanent sign erected within the city prior to the effective date of the ordinance from which this section is derived, which does not conform to the regulations of this chapter, shall be deemed to be a nonconforming sign which shall be allowed to continue, with normal maintenance and repair only; provided, however, a nonconforming sign may not be enlarged upon, expanded, or extended. It is not the intent of this section to encourage the survival of nonconforming signs; to the contrary, nonconforming signs are discouraged and contrary to the intent and purpose of this chapter.

- (1) *Obsolescence or destruction.* A nonconforming sign shall not be enlarged, expanded, extended, replaced, or rebuilt in case of obsolescence or total destruction by any means or cause.
- (2) *Repair or reconstruction if damaged.* In the event a nonconforming sign is damaged by any means or cause and the repair or reconstruction cost, whichever is applicable, equals or exceeds 50 percent of the fair market value of the sign at the time of the damage, it must be removed or brought into compliance with this chapter.
- (3) *Removal of unlawful signs.* In case any nonconforming sign is enlarged, expanded, extended, replaced, or rebuilt in violation of any of the terms of this chapter, the sign administrator shall give written notice by personal service or by certified mail, return receipt requested, to the owner, lessee, or person responsible for said sign, to remove the sign or bring the sign into compliance with this chapter. If such order is not complied with within ten days, the sign administrator shall revoke the sign permit.
- (4) *Placement and removal of signs.* All signs shall be placed by the owner or the party in control of the property or with the permission of such owner or party in control, and the owner or party in control shall be responsible for the prompt removal of any sign in accordance with the provisions of this chapter.
- (5) *Additional removal of specified signs.* Signs identified and described in section 53-11 shall be removed within 30 days after the effective date of the ordinance from which this section is derived.
- (6) *Conformance.* Nonconforming temporary business signs and portable signs shall be removed or made to conform with the provisions of this chapter within 30 days after the effective date of the ordinance from which this section is derived.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-21. Periodic inspection.

The sign administrator shall inspect periodically, or whenever deemed necessary, each sign or other advertising structure regulated by this chapter for the purpose of ascertaining whether the sign structure is unsafe, in need of repair, not in conformance with the permit application, or otherwise in violation of the provisions of this chapter.

(Ord. No. 2017-O-35, § 1, 11-6-2017)

Sec. 53-22. Reserved.

Sec. 53-23. Penalty.

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

(Ord. No. 2017-O-35, § 1, 11-6-2017)

ORDINANCE NO. 2022-O-31

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING CHAPTER 50. PLANNING AND DEVELOPMENT, ARTICLE III. COMPREHENSIVE PLAN, BY AMENDING SECTION 50-53. MASTER DRAINAGE PLAN APPROVING THE UPDATE TO THE CITY'S MASTER DRAINAGE PLAN; PROVIDING FOR CONFORMITY OF ALL DRAINAGE REGULATIONS TO THE 2022 MASTER DRAINAGE 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.

WHEREAS, the City of Manvel commissioned Lentz Engineering with the task of updating the 2015 Master Drainage Plan for the city; and

WHEREAS, the new update to the Master Drainage Plan prepared by Lentz is now in final format and has been presented to the City for adoption; and

WHEREAS, the 2015 Master Drainage Plan, as updated by the 2022 Master Drainage Plan Update (dated July 29, 2022), shall be known as the 2022 Master Drainage Plan; and

WHEREAS, the City Council hereby adopts the new updated 2022 Master Drainage Plan into Chapter 50 of The City Code as a plan and policy for the city; **now, therefore,**

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

Section 1. The 2022 Master Drainage Plan Update (dated July 29, 2022), is hereby approved. The 2015 Master Drainage Plan, as updated by the 2022 Master Drainage Plan Update (dated July 29, 2022), shall be known as the “2022 Master Drainage Plan.”

Section 2. Chapter 50 of the Code of Ordinances of the City of Manvel is hereby amended by amending section 50-53 in Article III to read and provide as follows:

“CHAPTER 50. PLANNING AND DEVELOPMENT

...

ARTICLE III. COMPREHENSIVE PLAN

...

Sec. 50-53. Master drainage plan.

(a) Pursuant to the authority contained in section 213.004 of the Texas Local Government Code, the city council hereby adopts the [~~2015~~] 2022 Master Drainage Plan (“Master Drainage Plan”), a true and correct copy of which shall remain on file in the office of the city secretary. The Master Drainage Plan shall be the plan and policy for drainage matters within the city and, to the extent permitted by law, the extra-territorial jurisdiction of the City of Manvel.

(b) All drainage and related regulations and requirements of The City Code, including, but not limited to, Chapter 32. *Flood Damage Prevention* and Chapter 62. *Subdivisions* shall conform to the Master Drainage Plan. If there is any conflict between an ordinance, rule or regulation of The City Code and the Master Drainage Plan, the Master Drainage Plan shall control.”

Section 3. **Penalty.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 4. **Repealer.** All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. **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 _____, 2022.

Debra Davison, Mayor

Attest:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

MASTER DRAINAGE PLAN UPDATE

City of Manvel, Texas

July 29, 2022



Prepared by:

Lentz Engineering, LLC
11511 N. Garden
Houston, Texas 77071
(713) 839-8900
Firm # F-001378



Executive Summary

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 MDP 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.

This update will make various references to the previous Klotz MDP which may include specific page numbers, exhibits, etc used in that previous report. For this reason, reviewers of this MDP update are encouraged to have a copy of the previous Klotz MDP available for reference.

Section 1 Introduction

Authorization

The City of Manvel (Manvel) authorized Lentz Engineering, LLC (Lentz) to complete this Master Drainage Plan (MDP) addendum in a professional services agreement between Manvel and Lentz.

Purpose

This high level study is intended to provide the City of Manvel with information regarding drainage changes of significance within Manvel, overview of new floodplain data, opportunities for improving drainage, and examples of possible projects. Based upon the relatively short length of time since the 2014 Klotz MDP was completed, only a broad, high level of analysis was deemed necessary for this effort.

The description of drainage changes within Manvel are meant to be general nature for the purpose of documenting the major areas of development within Manvel. Because all of the major areas of development were designed and built to be in strict conformance with City of Manvel Design Criteria Manual requirements, it is unnecessary to provide a detailed level of analysis here.

On December 30, 2020, new Flood Insurance Rate Maps (FIRMs) became effective for the City of Manvel. Those new maps will be provided and discussed here for the purpose of identifying the City's most flood prone areas and in the hopes of providing insight for future drainage improvement and flood reduction projects.

In addition to reviewing the previous 2014 Klotz MDP and the list of potential drainage improvement and flood reduction projects identified in that report, Our team has obtained feedback and first hand accounts from City Staff and Manvel citizens for the purpose of getting further insight into drainage pain points and possible projects within Manvel.

Location

As stated in Section 1.4 and shown in Figure 1 of the Klotz MDP, the City of Manvel's ETJ is positioned as the north end of Brazoria County. Although the City's ETJ may have changed and may continue to change in the future, these changes do not generally introduce new watersheds and waterways into the City's jurisdiction.

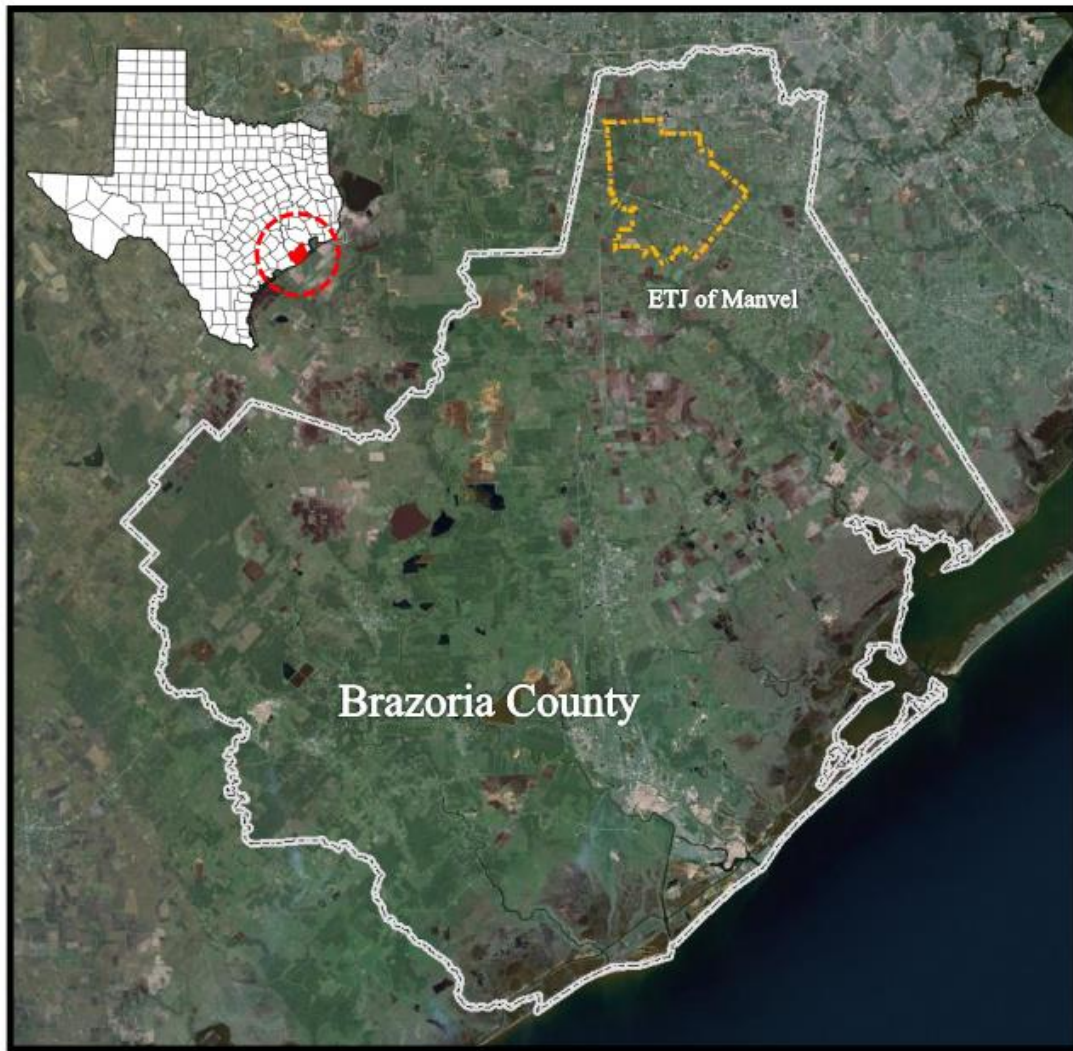


Figure 1: Vicinity Map

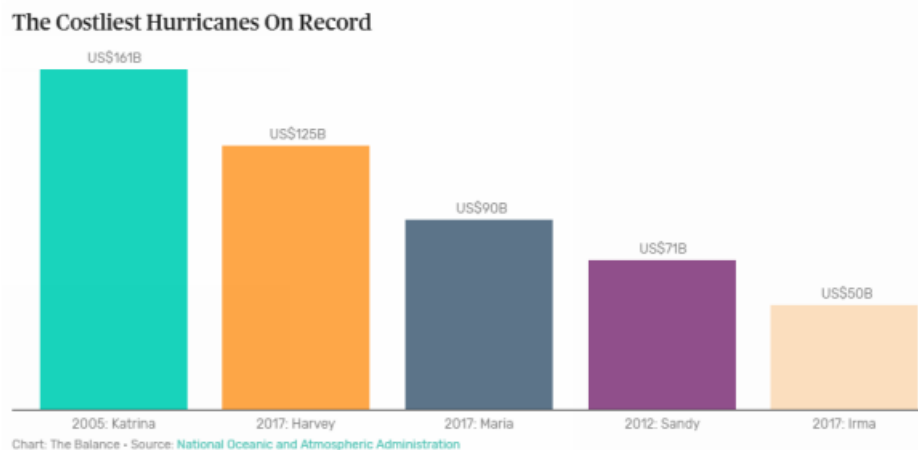
Section 2 City of Manvel

Drainage Overview

Section 2.1 of the Klotz MDP provides an overview of drainage within the City which includes discussions about the clayey and loamy soils throughout the City which generally have low infiltration or more plainly low capacity for absorption of rainfall into the ground. Additionally, Klotz mentions the high humidity, subtropical climate, and the annual average rainfall of 48 inches per year.

Based upon our review of data available online, the latest information shows that the City of Manvel has an average annual rainfall of 54 inches annually compared to the national average of 38 inches per year. Our research further found that the City of Manvel experiences some degree of rain, snow, sleet, or hail on an average of 102 days per year.

Klotz further mentions in the 2014 MDP that Manvel like many other areas in the Gulf Coast region is prone to experiencing Hurricanes. In August of 2017, the City of Manvel and the majority of the Gulf Coast region was impacted by Hurricane Harvey. According to the National Weather Service, this hurricane produced over 60 inches of rainfall with the highest reported rainfall being in Nederland, Texas just 120 miles east of the City of Manvel. According to the National Oceanic and Atmospheric Administration, damages from Hurricane Harvey are estimated to be \$125 billion dollars making it the second most costly hurricane on record.



In addition to the extreme flooding and damage caused by Hurricane Harvey, there has been extensive analysis and discussion regarding rainfall quantities to be used in 100-year rainfall analysis. These rainfall amounts are developed based upon statistical analysis of prior storm events. Post Hurricane Harvey, experts began to question if we were under-estimating the correct amount of rainfall to be used for these analyses.

Prior to Hurricane Harvey, many agencies in the area used approximately 13 inches to represent the 100-year event. Post Harvey, many agencies have already made changes or are considering changes to increase the 100-year rainfall amount. While opinions vary, the consensus seems to point toward a range of 16 to 17.5 inches. This would be roughly a 20 – 35% increase.

Experts are still in the early stages of considering or making changes and while it is too early to tell exactly what the implications are for cities and municipalities might be, the discussions and analysis seem to suggest that future modeling and analysis will further increase floodplains, require larger detention ponds, and show that drainage channels and infrastructure will need to be further upsized.

Regional Relationships

In Section 2.2 of the 2014 MDP, Klotz mentions Brazoria Drainage District No. 4, Brazoria County Drainage District No. 5, and Brazoria County Conservation and Reclamation District No. 3, entities charged with the task of maintaining drainage related infrastructure within the City of Manvel. We mention those again here primarily for the purpose of restating the potential opportunity to team with those overlapping jurisdictions for the purpose of further improving drainage and reducing flooding within the City. The percentage of overlap of these entities onto the City of Manvel was provided in Table 2 of the Klotz MDP but is shown again below for reference.

Drainage Authority	Percentage overlap onto City of Manvel
Brazoria Drainage District No. 4	27%
Conservation and Reclamation District 3	55%
Brazoria County Drainage District No. 5	15%
No Drainage District	3%

Similarly, there are neighboring cities such as the City of Iowa Colony and the City of Alvin who face drainage and flooding issues and share Manvel's common goal of resolving those issues.

As a final point in this section, we draw attention to other agencies with overlapping authority which include TxDOT, Railroad entities, and the Gulf Coast Water Authority. Although these agencies may not primarily serve the purpose of improving drainage and reducing flooding, these agencies do have highways, canals, and railroad within the City of Manvel which currently restrict or inhibit the movement of stormwater runoff downstream to the Gulf of Mexico. With this in mind, these are important partners to work with going forward.

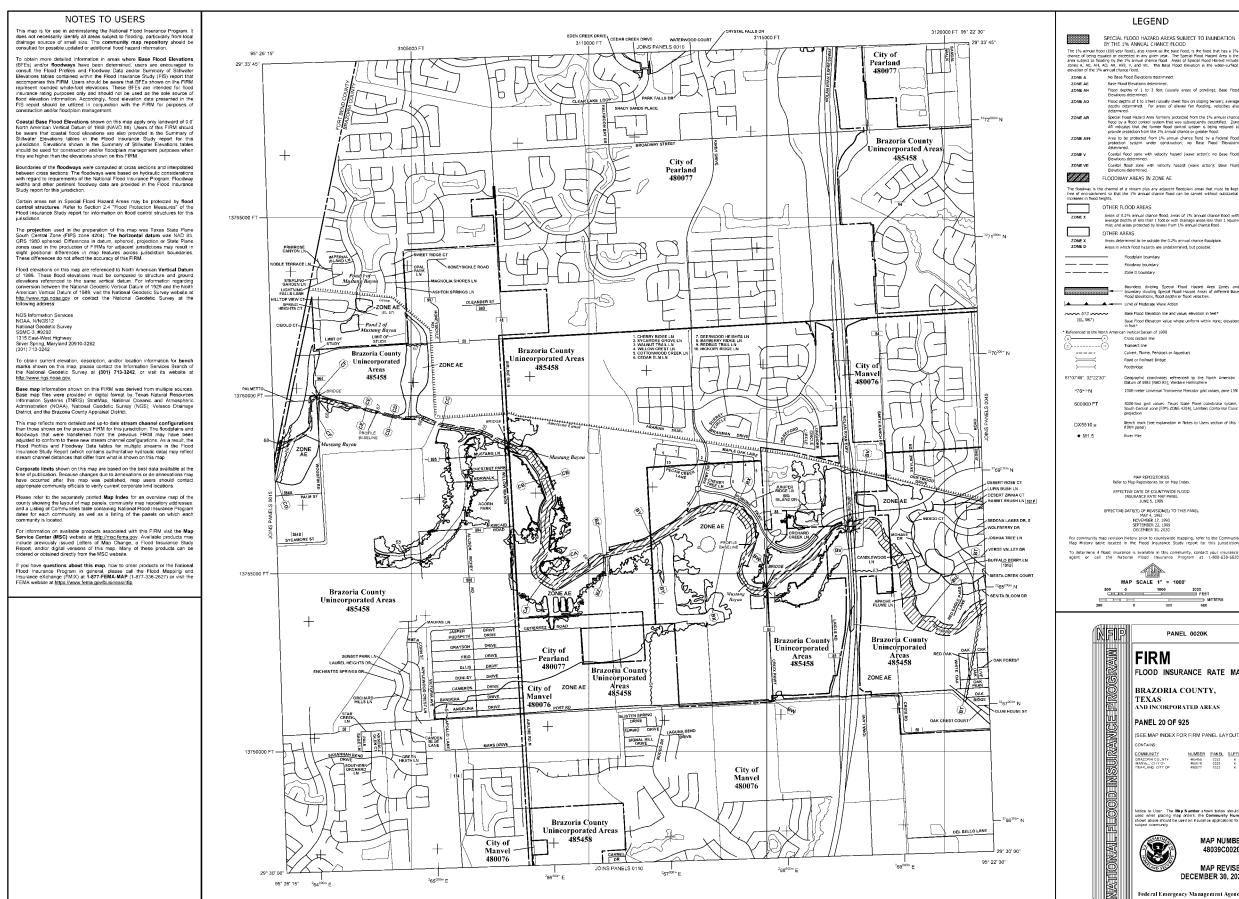
Floodplain

Prior to December 30, 2020, the Federal Emergency Management Agency (FEMA) had not adopted new Flood Insurance Rate Maps (FIRMs) for the City of Manvel since around 1983. The adoption of these new flood maps is arguably one of the most significant developments within the City of Manvel since Klotz issued the 2014 MDP.

It should be noted here that FEMA FIRM updates in some cases take years and years to develop and issue. As a result, these maps even immediately after release may not be representative of the latest and most up to date information. Furthermore, there may be current modeling for new development which propose projects that will remove areas from the floodplain. One such example is mentioned in the notes for the first panel provided below but it is not within the scope of this MDP update to present those findings in greater detail.

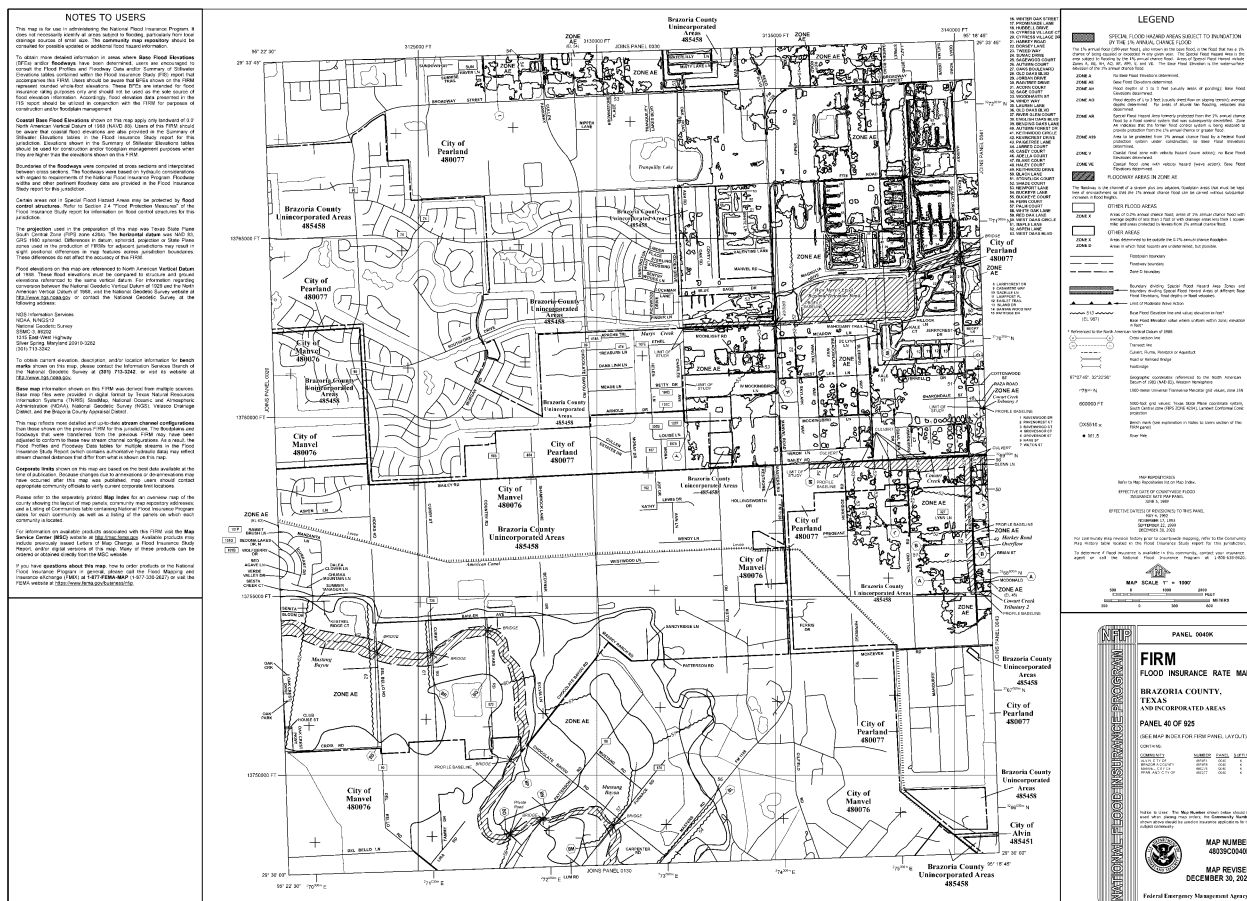
Where Manvel's City limits or ETJ are mentioned in this section it is based upon those jurisdictional lines as shown on the FEMA FIRMs and not necessarily the latest and most up to date locations of those boundaries.

A thumbnail view of these maps and a broad description of each is provided as follows:



Panel 0020K – December 30, 2020

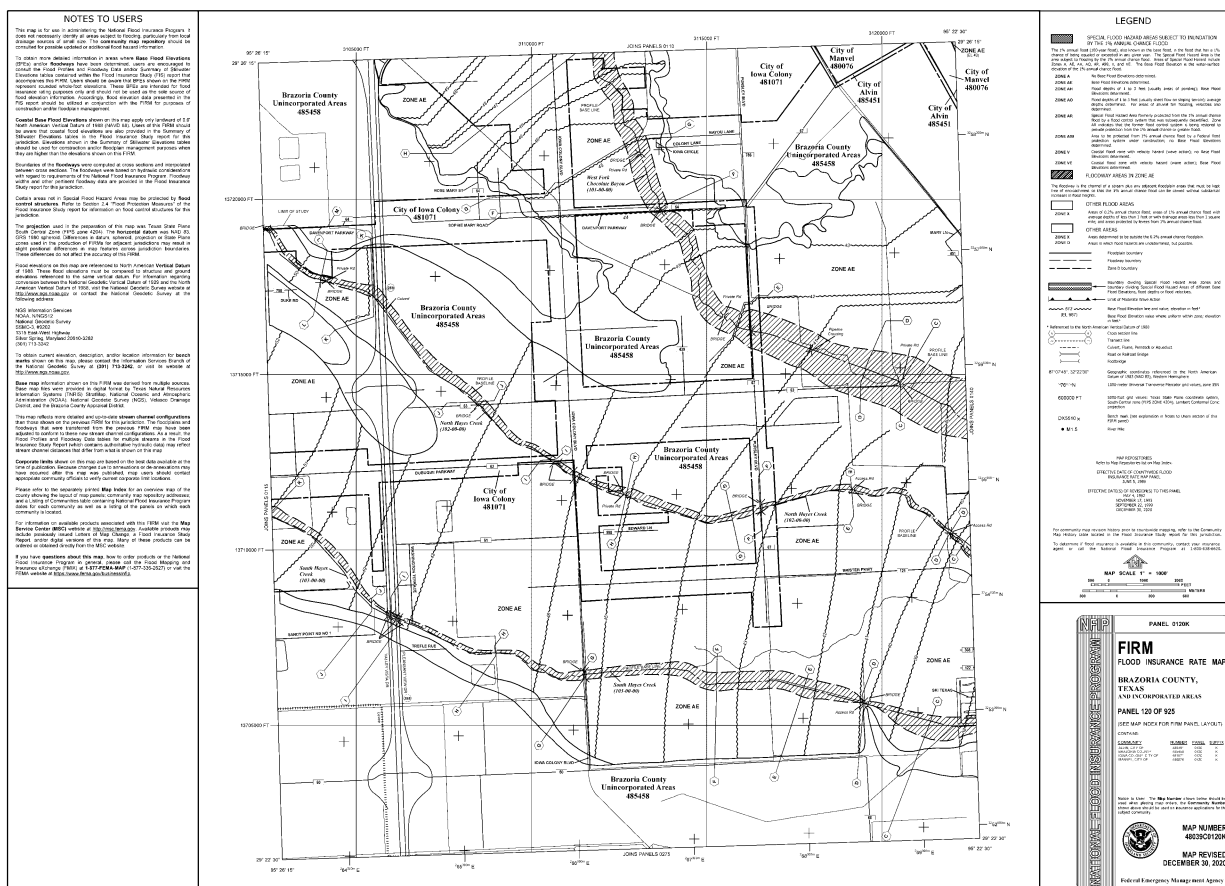
This panel shows the portion of Mustang Bayou predominantly on the west side of SH-288 and a small portion on the east side of SH-288 in the vicinity of the Sedona Lakes development. Of additional note is the fact that Post Road (Croix Road, CR-58) appears to effectively act as a barrier for flood water along it's north side. A significant portion of the floodplain on the West side of SH-288 is expected to be removed from the floodplain by the Pomona Development which proposes to confine floodwaters to their oversized detention facilities effectively the reducing the footprint of floodplain within their deep detention ponds. The same is expected to be true for the Sedona Lakes development north of Mustang Bayou and east of SH-288.



Panel 0040K – December 30, 2020

The portion of floodplain shown in the top right corner of the panel is the City of Pearland. The floodplain shown in the lower left corner shows the northeast part of the City of Manvel along Mustang Bayou. There is a significant amount of floodplain on this portion of the map.

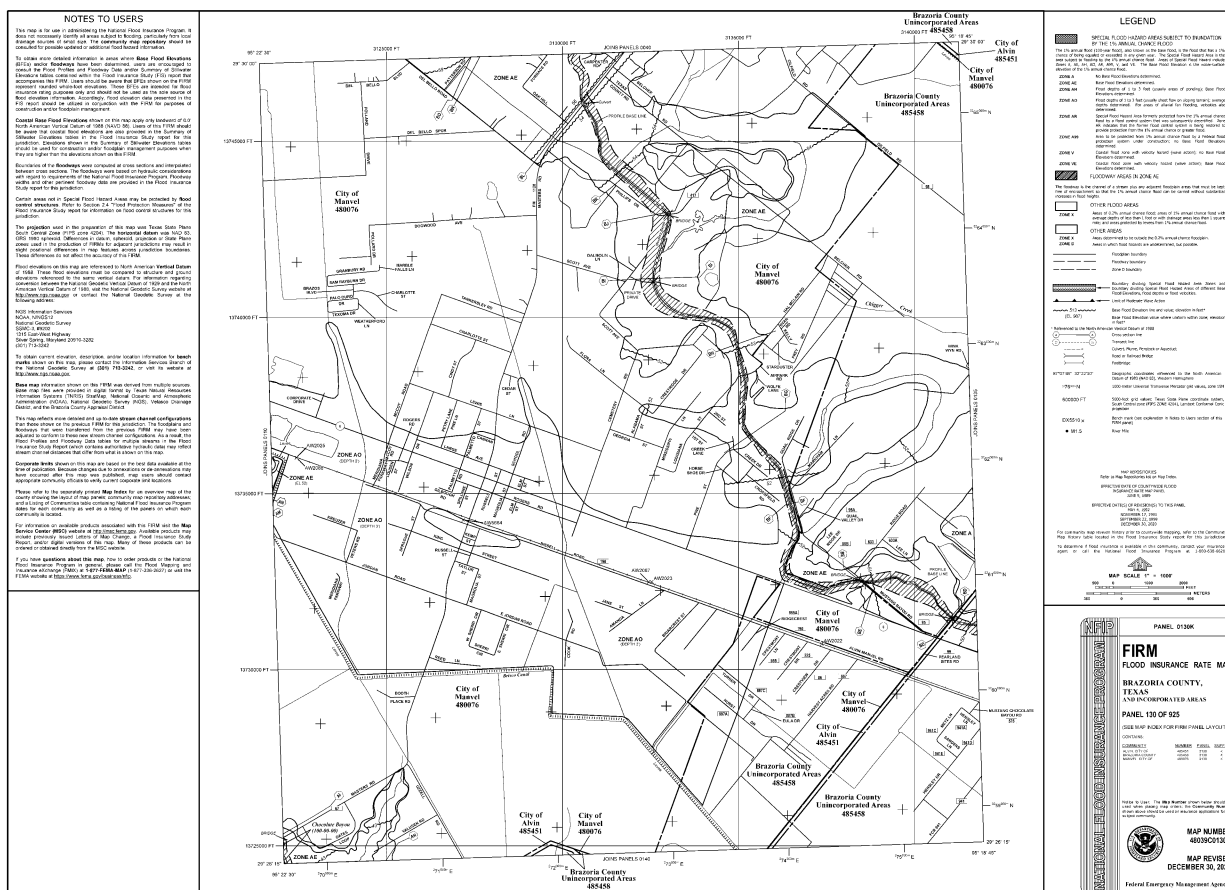
The left portion of this map shows portions of Iowa Colony, Alvin, and unincorporated areas within the West Fork of Chocolate Bayou watershed. The right portion of the maps includes areas north and south of Highway 6 on the east side of SH-288. Of additional note, the top portion of the floodplain is potentially held back by bridges or siphons at the Railroad and / or Bricoe Canal.



Panel 0120K – December 30, 2020

The City of Manvel jurisdiction is limited to a tiny portion in the top right corner of the map.

The panel shows significant inundation areas along the West Fork, North Hayes, and South Hayes which are all tributaries of Chocolate Bayou.

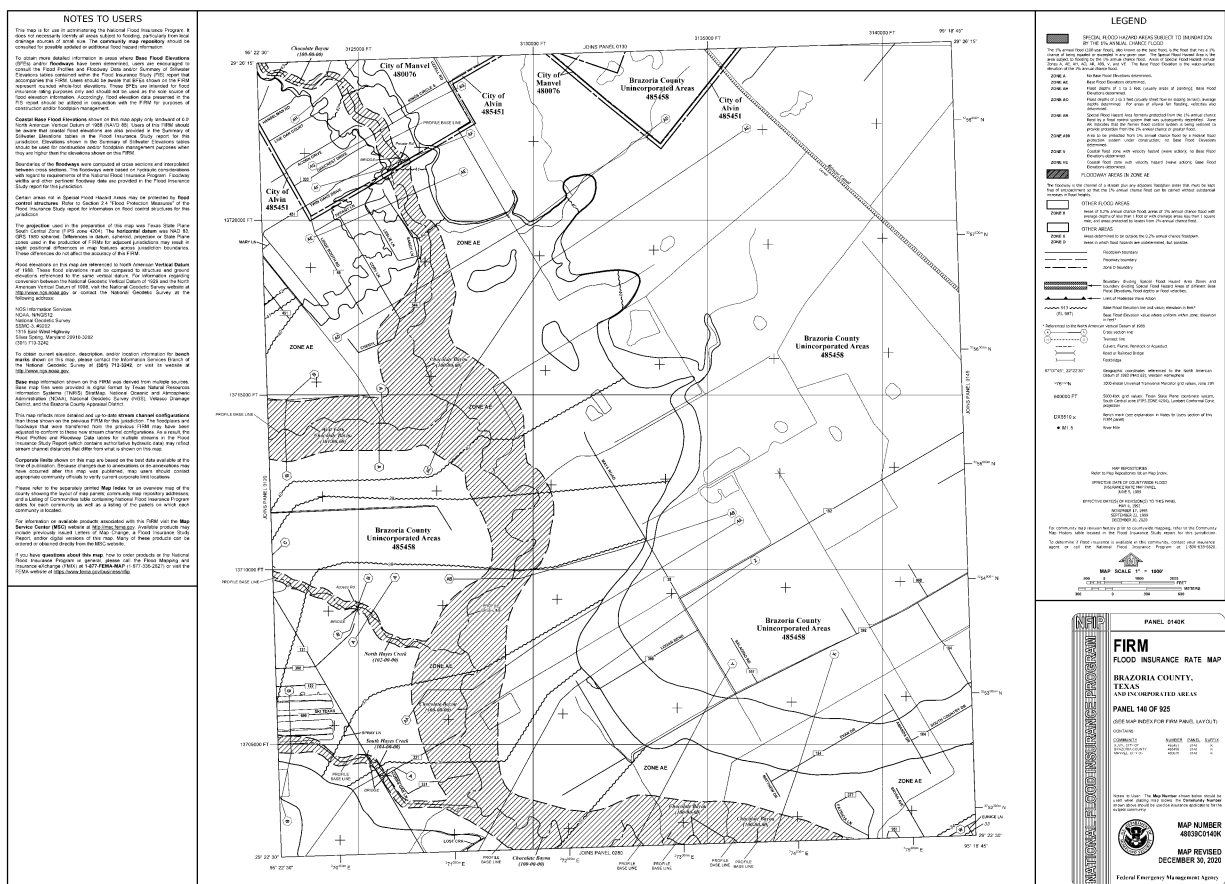


Panel 0130K – December 30, 2020

This panel shows the more central portion of Manvel on the north and south sides of Highway 6. A significant amount of floodplain appears along Mustang Bayou. Of additional note are the apparent restriction or blocking of water created by the Briscoe Canal in the lower left part of the map and Highway 6 in the lower right portion of the map.



This panel shows predominantly the City of Alvin, City of Pearland and unincorporated parts of the County. A small portion of Manvel is shown along the left edge and has a similarly small inundation area within the Mustang Bayou watershed.



Panel 0140K – December 30, 2020

A small portion of the City of Manvel within the Chocolate Bayou floodplain appears in the top left portion of this panel. The majority of this panel shows other cities or unincorporated parts of Brazoria County.

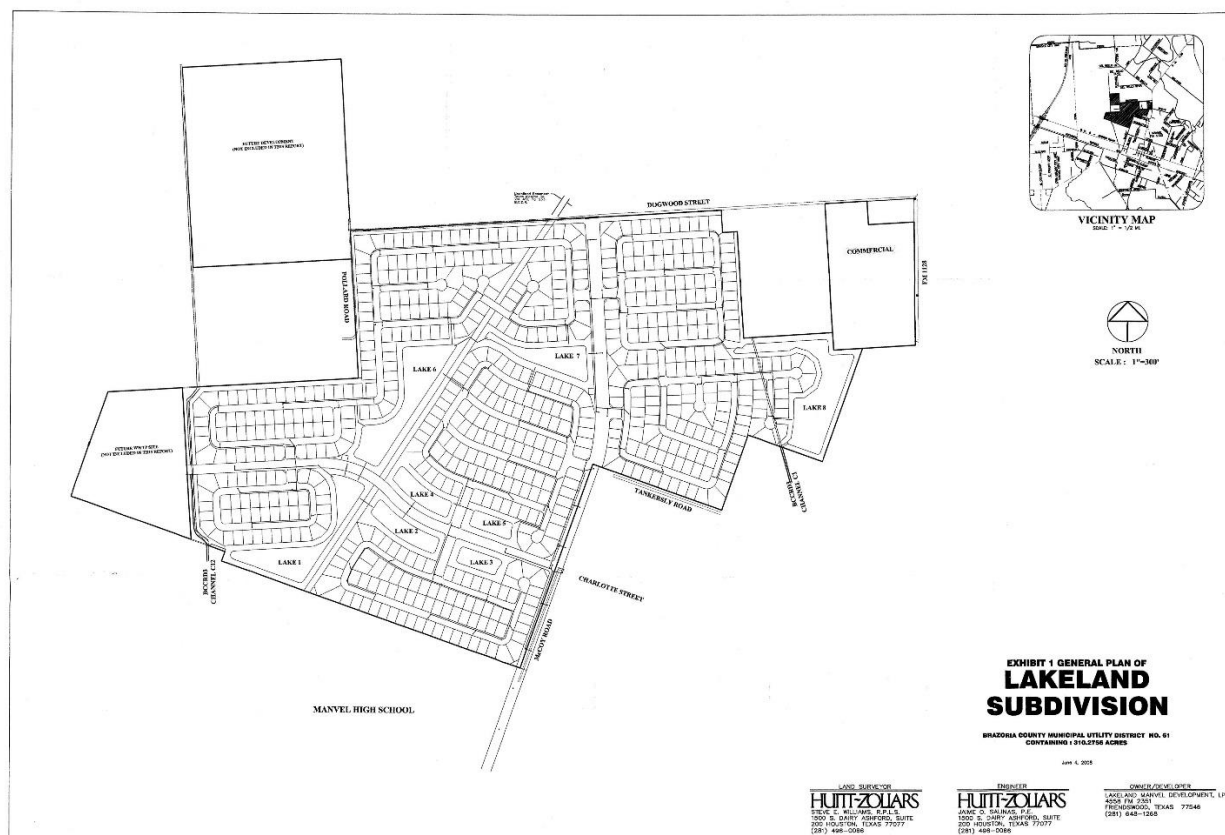
Recent and Proposed Development

Since the 2014 Klotz MDP was issued, there has and will continue to be significant development within the City of Manvel. For the purposes of this Master Drainage Plan addendum, our primary goal is to mention most of the major recent and proposed development to document the significant changes to drainage within the City.

Because all new developments are subject the requirements in the City of Manvel's Design Criteria Manual we can make the following statements about these recent and proposed developments:

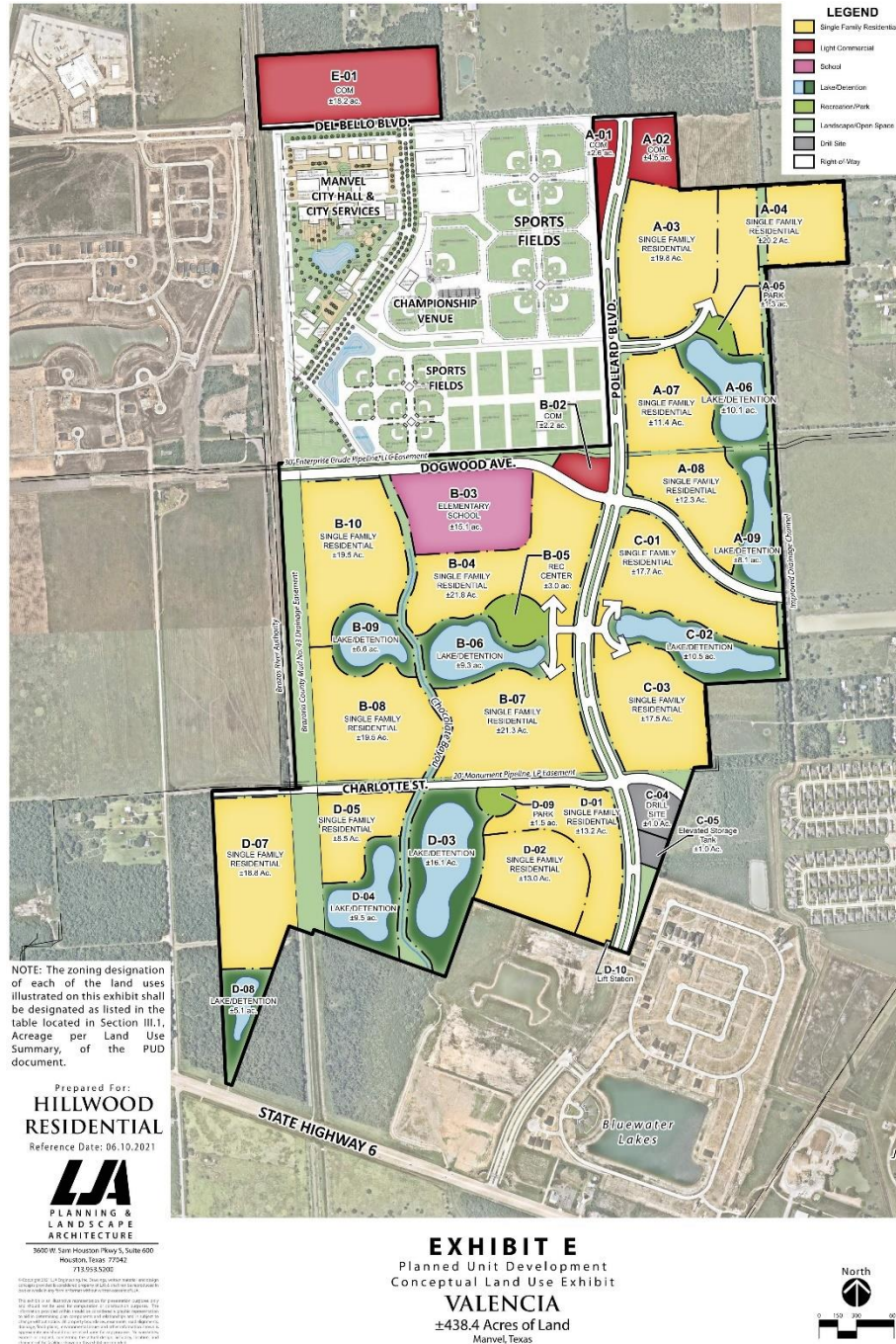
- 1) Development has / will provide the requisite amount of detention to ensure that all increased stormwater runoff will be adequately mitigated on site. As a result, existing (pre-development) runoff will remain the same or in some cases be reduced.
- 2) Development within the floodplain has / will be required to provide compensatory cut (additional mitigation above and beyond detention) for any fill placed within the floodplain. As a result, existing floodplain will typically be reduced as it relocated to the mitigation ponds within the development. In other words, the footprint is reduced as the equal volume is placed in a deeper pond with a smaller footprint than before.
- 3) Development has / will dedicate the requisite ultimate drainage easement for the major drainage channels within the City of Manvel per the Master Drainage Plan as these developments are platted.

Some examples of recent and proposed major developments within the City of Manvel are as follows:



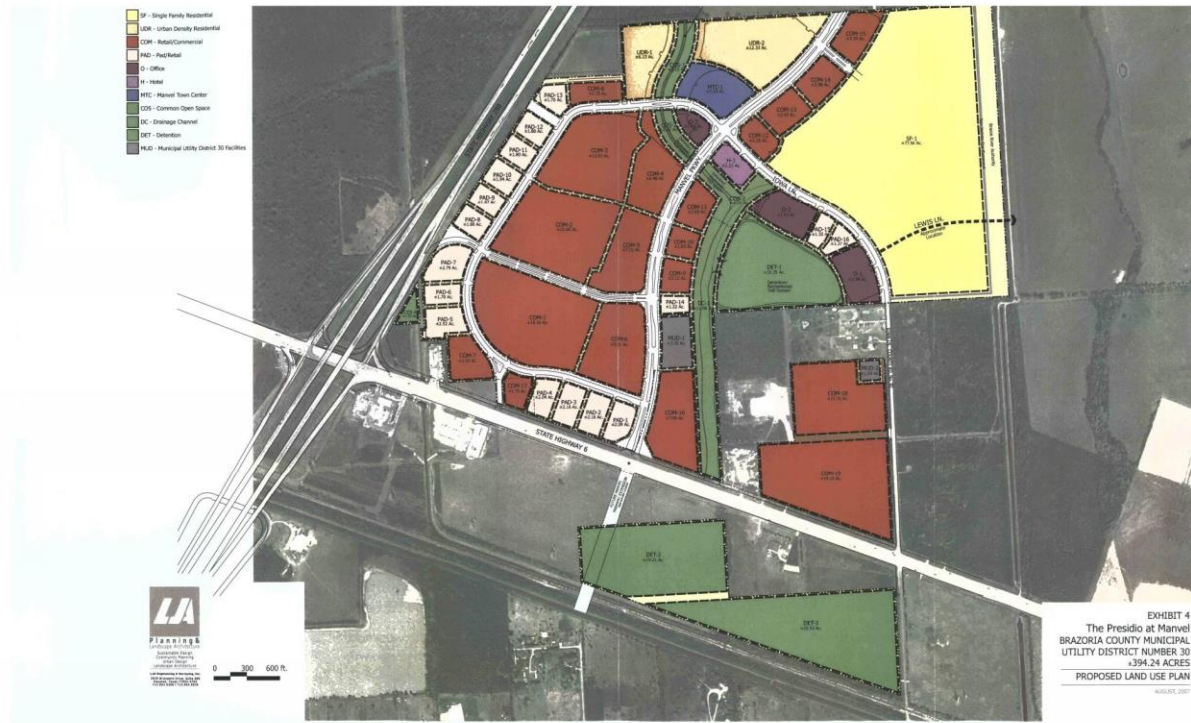
LakeLand

A 310 acre development north of the Manvel High School which is predominantly single family residential development but also includes a small amount of commercial development.



Valencia

A 438 acre development east and south of the Del Bello development which includes single family residential lots, the City Center project, and elementary school, and commercial development.



Presidio

A 394 acre development east of SH-288 and north of Highway 6 which includes commercial, retail, hotel, and single family development. The contemplated project appeared to be idle at the time of this report.



Bluewater Lakes

A predominantly single family development north of Highway 6 and west of the Manvel High School.

Reports of Flooding

In the early stages of developing this amendment to the MDP, Our team met with City Staff for the purposes of identifying flood prone areas based upon their own first hand information or the feedback from citizens.

Two areas were the focus of our meeting with Staff.

CR 89 West of Patterson Road

Staff reported incidents of flooding and high water along CR 89 between Old Chocolate Bayou Road and Patterson Road. CR-89 is an asphalt road with one lane in each direction. Shallow roadside ditches with minimal fall, nearby heavy vegetation, and standing water were observed during a site visit. The potential project for this area will be further discussed later in this MDP addendum.

FM 1128 at Scott Street

Staff reported incidents of flooding and high water in the vicinity of FM-1128 at Scott Street. FM-1128 is an asphalt road with one lane and a full shoulder in each direction. Shallow roadside ditches were observed during a site visit. Scott Street is drained by shallow roadside ditches with nearby vegetation based upon the same site visit. The potential project for this area will be further discussed later in this MDP addendum.

Repetitive Loss Data

In discussions with City Staff, it was determined that there were relatively few cases of significant repetitive loss. Further review of the repetitive loss data did not provide any clearly defined areas with dense groups of flooding occurrence.

Drainage Obstructions

In Section 2.6.3 of the 2014 MDP, Klotz discussed the presence of drainage obstructions and impediments within the City of Manvel. The list of obstructions within the City of Manvel include Highway 6, the railroad south and parallel to Highway 6, and the GCWA and Briscoe Canals. A review of the 2020 FEMA FIRM panels further illustrates this.

As a result of these impediments, it is difficult to get stormwater runoff downstream to the Gulf of Mexico. Although the solution to these issues seems to be as simple as removing the obstructions or increasing the opening to allow more water through, it is not that easy.

Watersheds downstream of these pinch points are extremely sensitive to increased stormwater flows. As a result, any project proposing to widen or open up these crossings must also typically include compensatory detention mitigation potentially in very significant quantity.

Section 3 Drainage Projects

Klotz Scenario 1

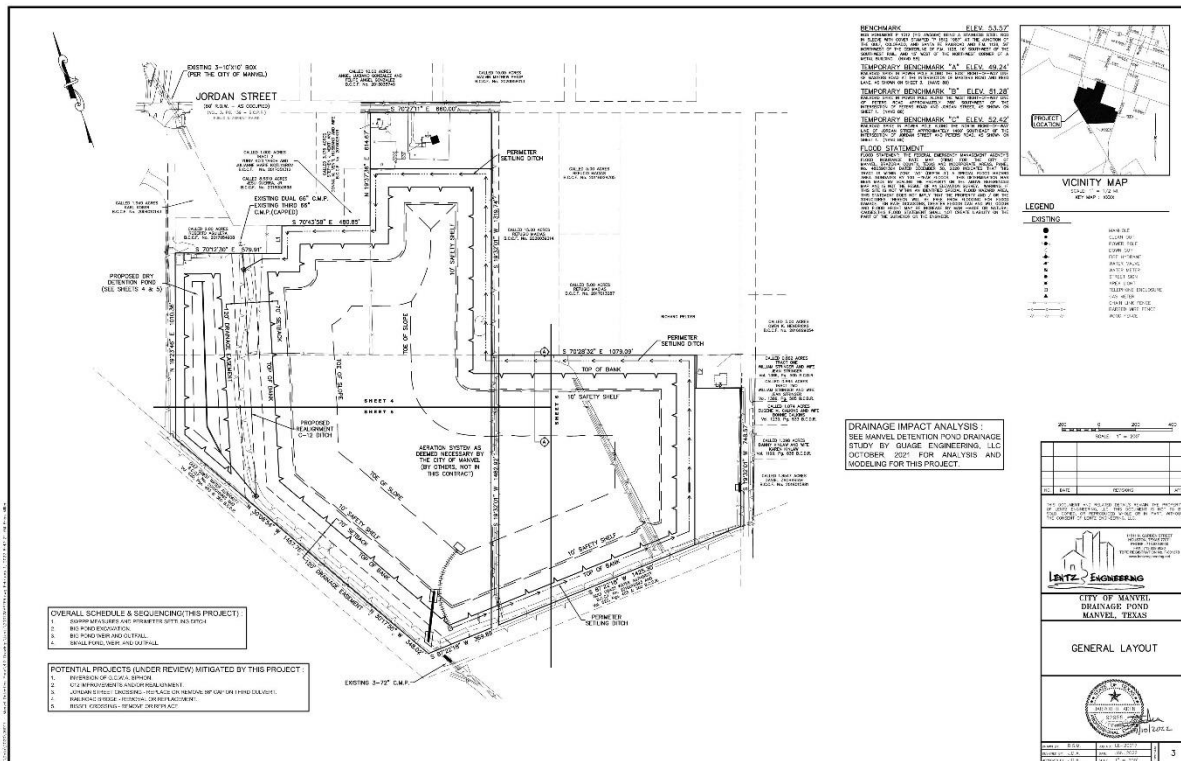
Section 3.7.1 of the Klotz MDP provides discussion regarding their analysis of the City of Manvel's major drainage ways and promotion of channel improvements that would convey the 100 year pre-developed (existing) flows within the banks of it's creeks. Additionally, a determination has been made regarding the minimum total width drainage easements needed to construct these channels to their 100-year capacity. Our scope did not include any updated modeling however We agree that obtaining these ultimate width drainage easements needs to be an on-going priority for the City of Manvel.

Klotz Scenario 2

Section 3.7.2 of the Klotz MDP provides discussion regarding their analysis of the City of Manvel's major drainage ways and promotion of channel improvements that would convey the 100 year post-developed (proposed) flows within the banks of it's creeks. In anticipation of other future development, this scenario would include detention mitigation to offset those future developments.

This scenario calls for additional right-of-way and additional land for detention mitigation on top of considerable construction costs to complete the work. Based upon the rate at which development continues to come into the City of Manvel, it seems a more reasonable approach would be for development to provide any required ultimate width drainage easements based upon pre-developed (existing) flows and to provide detention on site to mitigate for their developments.

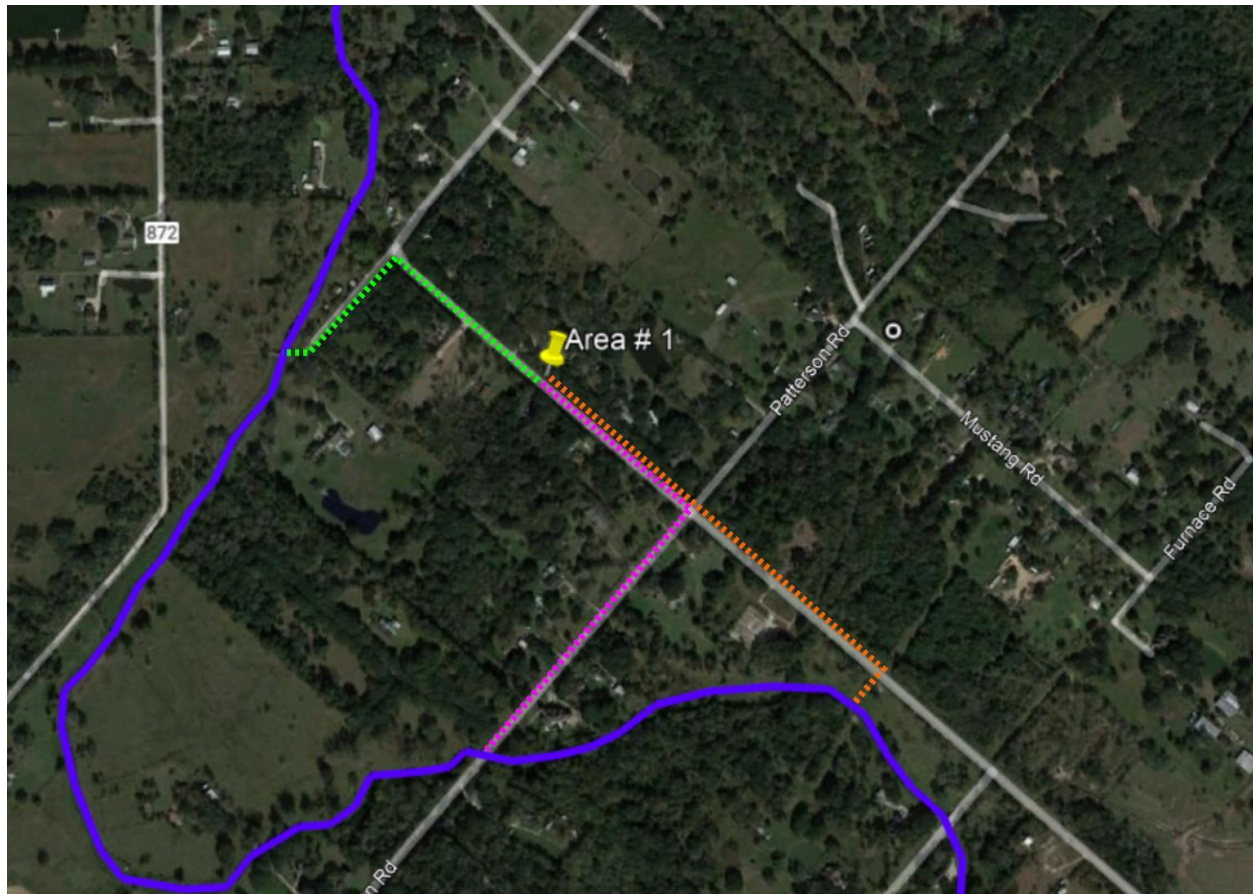
117 Acre Master Road Detention Project



The City of Manvel has approved the construction plans prepared by Lentz Engineering, LLC for the 117 acre detention pond at Masters Road. This project is covered in detail in the Manvel Detention Pond Drainage Study prepared by Gauge Engineering, LLC but the key points made in that study are as follows:

- 1) The project would create over 1,000 acre feet of detention storage.
- 2) The project would dedicate the required ultimate drainage easement for the C-12 ditch and realign that ditch's configuration to be straighter and maximize detention on site.
- 3) The project creates the opportunity to improve drainage and flooding upstream of the GCWA freshwater canal.
- 4) The project creates the opportunity to remove the Bissel Road culvert.
- 5) The project creates the opportunity to reconfigure the existing railroad bridge.
- 6) The project creates the opportunity to reduce flooding up to and north of Highway 6.

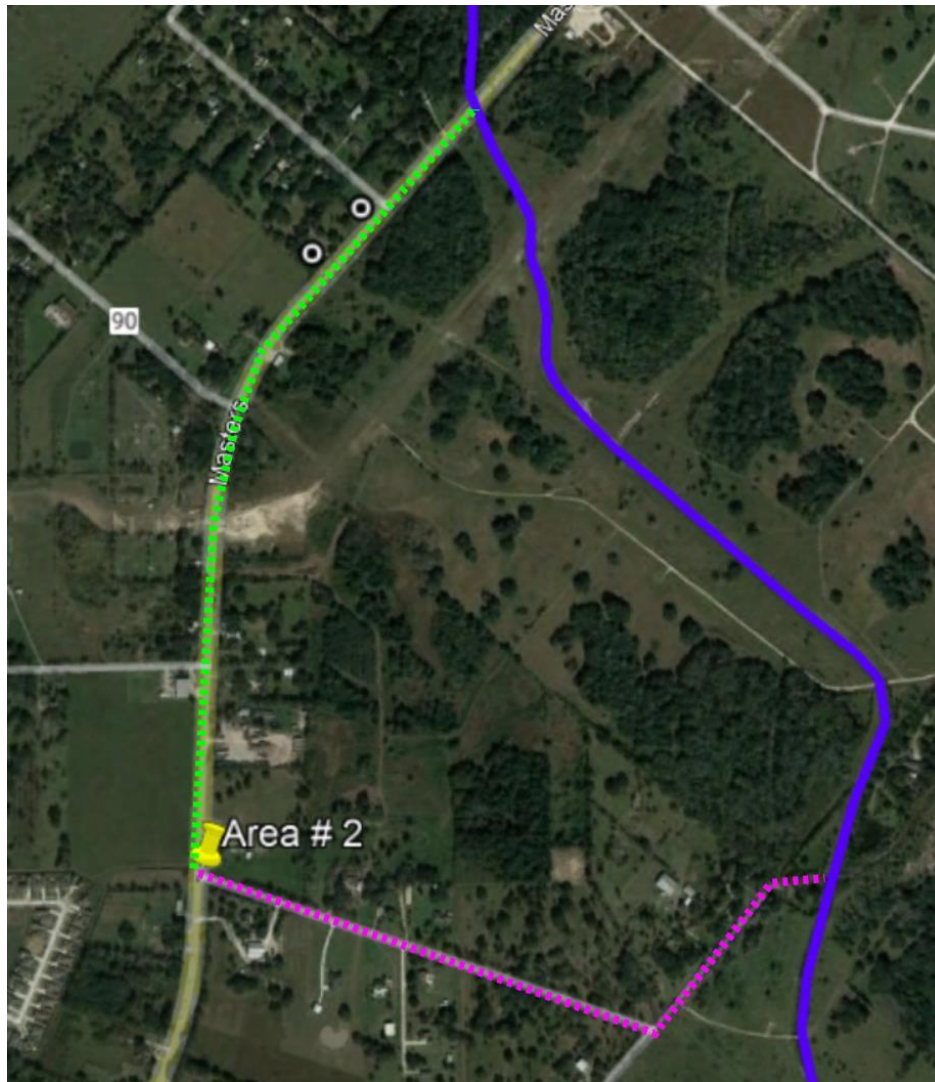
Area # 1 – CR-89 between Old Chocolate Bayou Road and Patterson Road



The CR-89 project was identified by Manvel Staff during one of Our meetings to discuss flood prone areas within the City. The City identified the area of concern (Area # 1 marker) and three potential alternative drainage improvement project as shown in green, pink, and orange above.

Although a complete design and analysis was not within the scope of this effort, we preliminarily estimate easement acquisition costs between \$130,000.00 and \$180,000.00 and storm sewer construction costs between \$215,000.00 and \$300,000.00 for a total estimated construction cost between \$345,000.00 and \$480,000.00.

Area # 2 – FM-1128 at Scott Street



This additional flood prone area was identified by City Staff in our meetings. The City identified the area of concern (Area # 2 marker) and Our team identified two potential alternative drainage improvement projects as shown in green, and pink above.

Although a complete design and analysis was also not within the scope of this effort, we preliminarily estimate easement acquisition costs between \$345,000.00 and \$410,000.00 and storm sewer construction costs between \$575,000.00 and \$700,000.00 for a total estimated construction cost between \$920,000.00 and \$1,110,000.00. Our team would further offer that the FM-1128 alignment is undesirable unless there might be an opportunity to partner with TxDOT.

Mustang Bayou Regional Detention Pond



The exhibit above shows an existing sand pit site which the City of Manvel owns. The site is located on the south side of Mustang Bayou just east of Sedona Lakes and the Oak Crest modular home park.

Our team identified this project based upon prior experience in repurposing old sand pits as regional detention ponds. One such successful project is at the east end of My Road in Alvin, Texas. These projects have proven to be cost effective ways to create detention due to the significant reduction in hauling costs.

We would further add that there is an apparent need for available sites to dispose of clean spoils as evidenced by the existing fill site directly across CR-90 from this location. There appears to be an opportunity to modify this sand pit into a detention pond at relatively low cost as compared to traditional detention pond construction. Detailed design of this facility and preliminary estimates of costs are not within the scope of this effort. Costs could vary significantly based upon the actual approach to constructing this facility.

Our team reviewed aerial topography for this site and We estimate that existing side slopes of this sand pit are between 1.5:1 and 2:1. We further estimate that 15,000 – 25,000 cubic yards of clean fill material would be needed to restore these slopes to a stable 4:1 slope.

Based upon preliminary analysis, Our team determined that no less than 400 acre-feet of detention could be created for the purposes of reducing water surface elevations along Mustang Bayou in the vicinity of portions of the City of Manvel which are within the mapped floodplain. The project conceived above is based upon an assumed gravity drain, permanent wet lake design. The completed project might additionally create a nice park amenity for the City of Manvel.

Cherry Sand Pit Alternative

A similar sand pit rehabilitation project was identified in Section 5.1.3 of the 2014 Klotz MDP. The location is south of Highway 6 and east of SH-288. Based upon our review of the updated FEMA FIRM panel 0110K provided above, this area does not appear to be particularly inundated by floodplain. Additionally, the eminent or proposed Manvel Town Center projects appear to be moving forward without delay. Although the detention rates required for some of these projects are far more than typical projects, that fact does not appear to be discouraging or restricting development within the area.

Section 4 Funding

Estimated Costs

Section 5.2 of the Klotz MDP provides cost estimates for the Scenario 1 and Scenario 2 projects outlined in their report. In round figures, both scenarios were estimated to cost \$125 million. To the extent that this MDP addendum did not further analyze those two scenarios, there is no reason to perform an updated cost estimate on either scenario.

For the other projects that Our team introduces to the City of Manvel for consideration above, we have provided some estimates of construction costs and other pertinent information for the purposes of assisting Manvel in identifying potential drainage improvement projects to further analyze and evaluate to a greater degree. For the smaller projects identified above, preliminary ranges of cost estimates are provided to assist the City in eliminating them as possibility or designing and analyzing them to a greater degree.

Funding Sources

Section 4 of the Klotz MDP provides an extremely thorough discussion about a wide variety of grant and funding which may be available through a wide variety of sources. Our scope of work did not include research of new grant or funding opportunities and this is admittedly outside Our area of expertise.

Instead of offering further input on how the City might fund drainage projects, we would like to point out again the potential opportunity for partnering with any one of three drainage districts with overlapping authority. Although these districts generally have modest annual budgets, they have the equipment and manpower required to complete in whole or in part any number of the projects outlined above.

Additionally, we have identified some possible drainage projects above which involve County or TxDOT roadways. As a result, Brazoria County or the Texas Department of Transportation are potential partners for some of these projects.

Section 5 Final Recommendations

In conclusion, the 2014 Klotz MDP and this addendum show that there are a wide variety of potential projects within the City of Manvel which would further improve drainage and reduce flooding. These projects vary greatly in size and cost. Additionally, as the leadership of the City of Manvel continues to evaluate and act on these opportunities, development seems to be thriving under the close and watchful eye of City Staff. With this in mind, we offer the following final recommendations to the City of Manvel:

- 1) Continue to observe and record the effects of heavy rainfall events for the purpose of mapping the most significantly affected areas and potential future drainage improvement or flood reduction projects.
- 2) Continue to watch and regulate development within the City of Manvel to ensure strict conformance with the City's Design Criteria Manual and the City's Master Drainage Plan. As additional development occurs, new and improved drainage infrastructure will be constructed in addition those developments providing the requisite mitigation quantities to maintain or reduce existing (pre-development) runoff amounts.
- 3) Continue to require drainage easement dedications from new development at the time of platting in strict conformance with the City's Master Drainage Plan. These ultimate width drainage easements will be essential at such time that the City and / or other drainage partners have the necessary resources to further improve the channels and creeks within the City.
- 4) Continue to evaluate available budget money and potential grant or funding sources for the purpose of determining which drainage improvement and flood reduction projects are too expensive to be considered in the near to short term.
- 5) Continue to work with partner agencies to pool funding and resources to complete projects which benefit all of the agencies involved.



Brazoria County Conservation and Reclamation District No. Three

P.O. Box 789
ALVIN, TEXAS 77512-0789

BOARD OF COMMISSIONERS

RICKY KUBECZKA, Place #1

ALFRED FROBERG, Place #2

JODY SCHIBI, Place #3

FAX 281-331-6761

TELEPHONE 281-331-3433

1318 ROSHARON ROAD

To: City Of Manvel

From: Richard McLaren

Date: September 7, 2022

Subject: (LONO) Updated Master Drainage Plan (July 29, 2022)

The Brazoria County Conservation Reclamation District # 3 (BCCRD#3) has reviewed the updated Master Drainage Plan of the City Of Manvel, prepared by Lentz Engineering. This drainage report is served as an update of the 2014 Klotz MDP to reflect changes of drainage, new floodplain data, and developments within the City Of Manvel.

BCCRD#3 does not have any objections to the Drainage Plan update of The City Of Manvel.

Please note that any changes made within BCCRD#3 facilities or drainage easements will need to be reviewed by our District Engineer and approved by our board of commissioners before the work takes place.

Thank You,

Richard McLaren

General Manager

Brazoria County Conservation & Reclamation District #3

RESOLUTION NO. 2022-R-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT WITH TXDOT FOR THE REPLACEMENT/REHABILITATION OF THE BRIDGE ON PATTERSON ROAD AT MUSTANG BAYOU; PROVIDING THAT THE MAYOR IS AUTHORIZED TO EXECUTE THE AGREEMENT ANY AND ALL DOCUMENTS ASSOCIATED WITH THE TRANSACTION.

* * * * *

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

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state system; and

WHEREAS, the City of Manvel, hereinafter referred to as the Local Government owns a bridge located at:

Location of Bridge	National Bridge Inventory Number (NBI)	Control-Section-Job number (CSJ)	10% Local Government Participation Required
Patterson Road at Mustang Bayou	12-020-0-W00180-001	0912-31-338	\$61,710.00

WHEREAS, a project to remedy this bridge is included in the currently approved program of projects, authorized by Texas Transportation Commission Minute Order Number 116292 dated August 30, 2022; and

WHEREAS, the fund participation ratio for projects on this program is 80 percent federal, 10 percent state, and 10 percent Local Government; and

WHEREAS, the Local Government's participation requirement for this bridge is \$61,710.00; Now Therefore,

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

Section 1. That the City of Manvel hereby approves the project and the advance funding agreement for the replacement/rehabilitation of the bridge on Patterson Road at Mustang Bayou, in the City of Manvel, Texas.

Section 2. That the City of Manvel hereby approves the City of Manvel's local participation requirement for the bridge (\$61,710.00).

Section 3. The Mayor is authorized to execute, and the City Secretary is authorized to attest, any and all documents associated with the advance funding agreement and the transaction.

PASSED, APPROVED, AND RESOLVED this the _____ day of _____, 2022.

Debra Davison, Mayor

ATTEST:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

RESOLUTION NO. 2022-R-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, APPROVING A DEVELOPMENT AGREEMENT WITH RIC (MANVEL) LLC FOR THE DEVELOPMENT OF A 131.18-ACRE TRACT OF LAND SITUATED IN BRAZORIA COUNTY MUD No. 29, (FORMERLY CALLED YANNI PALMS); CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, RIC (Manvel) LLC acquired a 131.18-acre tract of land situated in the Rodeo Palms subdivision (MUD No. 29), formerly owned by JJ Development Co., LLC in June of 2021 at a foreclosure sale; and

WHEREAS, the Master Plan, Construction Plans, Plats and the Development Agreement that covered this development (which as formerly named Yanni Palms) has expired; and

WHEREAS, a new Development Agreement will be required for the development, which will be called “Manvel Palms”; and

WHEREAS, the Developer desires to enter into this Development Agreement to complete the Manvel Palms subdivision (the “Project”) in accordance with City requirements as amended from time to time; now therefore,

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

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

Section 2. The Development Agreement by and between the City of Manvel and RIC (Manvel) LLC, a Texas limited liability company, regarding development of certain property located within the City and BC MUD No, 29, described as a 131.18-acre tract of land situated in the H.T. & B. Railroad Company Survey, Abstract Number 299 in Brazoria County, Texas (the “Property”), (attached hereto as Exhibit A) is hereby approved. The Mayor is authorized to execute the agreement in substantially the same form as attached as Exhibit A hereto.

Section 3. It is hereby found and determined that the NOTICE OF MEETING relating to the meeting of the City Council at which this Resolution was considered and the posting thereof, was proper and said notice and posting are hereby authorized, approved, resolved, ratified, and confirmed.

PASSED, APPROVED, and RESOLVED this _____ day of November, 2022.

Debra Davison
Mayor

ATTEST

Tammy Bell
City Secretary

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DEVELOPMENT AGREEMENT

This Development Agreement executed as of the ____ day of _____, 2022 (“Effective Date”), is by and between the City of Manvel, Texas (“City”) and RIC (Manvel) LLC, a Texas limited liability company, (the “Developer”) regarding development of certain property located within the City, described as a 131.18-acre tract of land situated in the H.T. & B. Railroad Company Survey, Abstract Number 299 in Brazoria County, Texas (the “Property”). The City and Developer are collectively referred to as the “Parties.” This Agreement is in regard to the platting and construction of Manvel Palms Subdivision, formerly known as Yanni Palms on the Property which is located near the intersection of County Road 48 and Rodeo Palms Parkway just west of the Rodeo Palms Subdivision.

WHEREAS, RIC (Manvel) LLC acquired the Property formerly owned by JJ Development Co., LLC in June of 2021 at a foreclosure sale. The Master Plan, Construction Plans, Plats and the Development Agreement have expired and a new Master Plan and new Construction Plans, and Plats will be required pursuant to the Terms of this new Development Agreement. Developer desires to enter into this Development Agreement to complete the Manvel Palms Subdivision (the “Project”) in accordance with City requirements as amended from time to time. This Project shall be described on all plats and plans as Manvel Palms Subdivision;

NOW THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the City Council and the Parties agree to the following covenants and conditions:

1. PROJECT

- 1.01. The Project name shall be the Manvel Palms Subdivision. The Property subject to this Agreement is all the Property legally described as a 131.18-acre tract of land situated in the H.T. & B. Railroad Company Survey, Abstract 299 in Brazoria County, Texas.
- 1.02. Within ninety (90) days of the effective date of this Development Agreement, a new Master Plan for the Project will be submitted by the Developer to the City for review and approval. The new Construction Plans and new Plats will be designed in accordance with the new Master Plan and in compliance with the City's Subdivision ordinance, City's construction and development regulations, the City's Design Criteria Manual, and adopted City building codes, all as amended from time to time.
- 1.03. Construction of single-family residential homes in Phase 1 will not be permitted prior to: recordation of the Phase 1 plat, the dedication of Right of Way for Kirby Road and Rodeo

Palms Parkway throughout the Project, construction of Kirby Road throughout Phase 1 of the Project, and construction and approval of all required public infrastructure.

2. DEVELOPER AND CITY COVENANTS

2.1. The Developer agrees to the following:

- (a) Within ninety (90) days of the effective date of this Development Agreement, Developer shall submit a new Master Plan for the Project to the City for review and approval as required by the City of Manvel Subdivision Ordinance.
- (b) Within sixty (60) days of the approval of the Master Plan, Developer shall submit a final plat application for Phase 1 of the Project.
- (c) Within ninety (90) days of the effective date of this Development Agreement, Developer shall submit engineering plans for remediation of the substandard streets in Phase 1, new construction plans for the construction of Kirby Road in Phase 1, and all installed infrastructure for Phase 1. All subdivision infrastructure shall be constructed in accordance with the new Master Plan, new Construction Plans reviewed and approved by the City, and new Plats reviewed and approved by the City.
- (d) Within sixty (60) days of the approval of the Master Plan, in a manner approved by the City Engineer, Developer agrees to dedicate the Right of Way for Kirby Road and Rodeo Palms Parkway as described in the City of Manvel thoroughfare plan for the Project. The Right of Way dedication of Kirby Road and Rodeo Palms Parkway shall be free and clear of any encumbrances and in a form as approved by the City.
- (e) Kirby Road in Phase 1 shall be constructed prior to the Phase 1 Final Plat being recorded. Within two (2) years of the effective date of this Development Agreement, Developer shall design and construct Kirby Road in Phase 2 and Rodeo Palms Parkway. The Phase 2 Final Plat shall not be recorded until all Kirby Road and Rodeo Palms Parkway in the Project have been constructed and no building permits in Phase 2 shall be issued before Kirby Road and Rodeo Palms Parkway have been constructed and approved by the City.
- (f) Developer agrees to pay the cost for recordation of this Agreement within thirty (30) days of invoice by the City.
- (g) Developer and City agree that the terms and covenants of this Development Agreement shall, automatically and without any further action required by the City, terminate one-hundred and fifty (150) calendar days from the date of approval of this Development Agreement by the City Council if all of the following have not been submitted to the City for review and approval: a new Master Plan, Street Remediation Plan, Kirby Road construction Plans (Phase 1), final Plat for Phase 1,

Right-of-Way dedication of both Kirby Road and Rodeo Palms Parkway in the Project, and an irrevocable letter of credit payable to the City of Manvel for the estimated amount of the design and construction costs of all public infrastructure in Phase 2 of the Project, in a form and amount approved by the City. The expiration dates for all such permits and plans shall be in accordance with the City's Subdivision Ordinance.

- 2.02. Developer acknowledges that the City's covenants in this Development Agreement are contingent upon Developer submitting Construction Plans that are reviewed and approved by the City before commencing any work or new construction. Furthermore, Developer acknowledges and agrees that approval of this Development Agreement provides just compensation and is of greater value than the dedication of Right of Way and the construction cost of both Kirby Road and Rodeo Palms Parkway on the Property. This action satisfies any claims of rough proportionality against the City. Failure of the Developer to comply with these covenants and diligently pursue completion of all subdivision infrastructure in Phase 1 within 1 (year) of the date of approval of the Master Plan shall constitute failure of this condition and this Agreement shall automatically be null and void without any further action required.

3. MISCELLANEOUS

- 3.01. Assignment. This Agreement evidencing said variance, with conditions, shall run with the land and shall bind and benefit the respective Parties and their legal successors in interest.
- 3.02. Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.
- 3.03. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third-party. Developer shall not be a third-party beneficiary to any contract the City has with any other party for the engineering, design, or construction of said improvements.
- 3.04. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.
- 3.05. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.
- 3.06. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

- 3.07. Venue. This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.
- 3.08. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.
- 3.09. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above.

The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:	City of Manvel ATTN: City Manager 20031 Morris Avenue Manvel, Texas 77578
If to Developer:	RIC (Manvel) LLC, a Texas limited liability company ATTN: Mark Aber 162 Cumberland Street, Suite 300 Toronto, Ontario M5R 3N5
cc to:	Panache Development & Construction ATTN: Adam Zarafshani 3443 Ed Bluestein Boulevard Austin, Texas 78752

- 3.10 ESFC means equivalent single-family connection that equates to 360 gallons per day for water and 315 gallons per day for wastewater.
- 3.11 City shall record this Agreement with the Brazoria County Clerk and evidence the Agreement on a plat note on each platted Property. Developer shall be responsible for the cost of recordation.

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

CITY OF MANVEL

By:

Mayor _____

ATTEST:

By: City Secretary

RIC (Manvel) LLC

By: Joel Mickelson

Its: Corporate Counsel

STATE OF TEXAS §

§

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 2022 by _____, as Mayor of the City of Manvel, Texas, on behalf of said City of Manvel.

Notary, State of Texas

(NOTARY SEAL)

§

§

§

This instrument was acknowledged before me on the ____ day of _____,
2022 by _____, as Corporate Counsel of RIC (Manvel) LLC,
A Texas limited liability company.

Notary

(NOTARY SEAL)

Resolution No. _____

RESOLUTION CONSENTING TO THE ADDITION OF LAND INTO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 40

WHEREAS, the City of Manvel, Texas (the “City”), received a request for consent to the inclusion of land into Brazoria County Municipal Utility District No. 40 encompassing approximately 38.228 acres; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without such city’s consent; **NOW, THEREFORE**,

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

Section 1. The City Council of the City hereby grants its written consent to the petition for inclusion of the land described in **Exhibit A** into **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 40**, subject to the terms and conditions contained in **Exhibit B**.

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

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

PASSED AND ADOPTED the _____ day of _____, 2022.

Mayor

ATTEST:

City Secretary

Exhibit A
The Land

March 1, 2021
Job No. LJAS001-2149-2114

DESCRIPTION OF
14.238 ACRES
RESIDUE OF LOT 50, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME
COMPANY PART OF SUBURBAN GARDENS
(LANDRY TRACT)

Being 14.238 acres of land located in the H.T. & B.R.R. CO. Survey, Section 78 (A.K.A.) J.S. Talmage Survey, Abstract 563, Brazoria County, Texas, being a portion of Lot 50 of Section 78 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, Plat Records of Brazoria County, Texas (B.C.P.R.), said 14.238 acres also being a residue of that certain called 16.7 acre tract conveyed to Walter Landry, Sr. and Deborah W. Landry by instrument of record in File Number 98-032617, of the Official Records of said Brazoria County (B.C.O.R.), said 14.238 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

BEGINNING at a 5/8-inch iron rod with cap from which the northeast corner of said 16.7 acres bears North 03° 13' 52" West, 704.90 feet, same being the northeast corner of that certain called 1.817 acre tract conveyed to Brazoria County, by Agreed Final Judgment (Cause No. CI038111, for the purpose of widening of County Road 58) of record in File Numbers 2008008777 and 2008012224, of the Official Public Records of said Brazoria County (B.C.O.P.R.), same being on the northerly right-of way line of County Road 58, and on the common line of said Lot 50 and Lot 60 of said Section 78, same being the southwest corner of that certain called 219.915 acre tract (described as Part 1) conveyed to Pomona Phase 5, LLC, by instrument of record in File Number 2020041936, B.C.O.P.R.;

Thence, South 86° 38' 13" West, along the north line of said 1.817 acres, 879.43 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, same being the northwest corner of said 1.817 acres, and on the common line of said 16.7 acres, said Lot 40 and Lot 50 of said Section 78;

14.238 Acres

March 1, 2021
Job No. LJA001-2149-2114

Thence, North 03° 14' 10" West, along said common line, passing at 293.16 feet a 1/2-inch iron rod found for the easterly common corner of that certain tract conveyed to Felipe Barrero and Dana Barrero, by instrument of record in File Number 2004043374, of the Official Public Records of said Brazoria County (B.C.O.R.) and that certain tract conveyed to Wenceslao Gutierrez and Juana Gutierrez, by instrument of record in File Number, 2006065992, B.C.O.R., and continuing in all, 705.55 feet to a 5/8-inch iron rod found for the northwest corner of said 16.7 acres, from which a found 5/8-inch iron rod bears South 86° 13' 17" West, 19.94 feet, same being the southwest corner of that certain called 10 acre tract conveyed to Fernando O. San Juan, by instrument of record in File Number 93-041911, B.C.O.R., the southeast corner of that certain called 3.3302 acre tract conveyed to Edgar G. Pacana and Charlite I. Pacana, by instrument of record in File Number 99-049436, B.C.O.R., and the common corner of said Lot 50 and Lot 40, and Lot 39 and Lot 49 of said Section 78;

Thence, North 86° 40' 46" East, along the common line of said Lot 49 , Lot 50, 10 acres and 16.7 acres, passing at 30.03 feet a found 3/4-inch iron rod found for reference, and continuing in all, 879.49 feet to a 5/8-inch iron rod with LJA cap marking the northeast corner of said 16.7 acres and the southeast corner of said 10 acres, same being on the westerly line of the aforementioned 219.915 acres, and the common corner of Lot 49, 50, 59 and 60, of Section 78;

Thence, South 03° 13' 52" East, along the common line of said 16.7 acres, said 219.915 acres, said Lot 50 and said Lot 60, 704.90 feet to the POINT OF BEGINNING and containing 14.238 acres of land.

This description prepared in conjunction with a Land Title Survey prepared by the undersigned of even date.



Keith W. Monroe
Registered Professional Land Surveyor
Texas Registration No. 4797



LJA Surveying, Inc.

DESCRIPTION OF
10.001 ACRES
LOT 49, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF
SUBURBAN GARDENS
(SAN JUAN TRACT)

Being 10.001 acres of land located in the H.T. & B.R.R. CO. Survey, Section 78 (A.K.A.) J.S. Talmage Survey, Abstract 563, Brazoria County, Texas, being all of Lot 49 of Section 78 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, Plat Records of Brazoria County, Texas (B.C.P.R.), said 10.001 acres also being all of that certain called 10 acre tract conveyed to Fernando O. San Juan, by instrument of record in File Number 93-041911, of the Official Records of said Brazoria County (B.C.O.R.), (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

BEGINNING at a 3/4-inch iron rod marking the northwest corner of said 10 acres, same being the southwest corner of that certain called 10 acres tract conveyed to Ignacio A. Alpizar, M.D., by instrument of record in File Number 93-033130, B.C.O.P.R., the southeast corner of that certain called 20.005 acre tract (described as Tract 5, Part 3) conveyed to Pomona Phase 2A, LLC, by instrument of record in File Number 2016045410, of the Official Public Records of said Brazoria County (B.C.O.P.R.), the northeast corner of that certain called 6.6605 acre tract conveyed to Adan Gomez and Wife, Maria G. Gomez, by instrument of record in File Number 99-049437, B.C.O.R., and the common corner of said Lot 38 and Lot 39, 48 and 49 of said Section 78, from which a found 5/8-inch iron rod bears South 86° 38' 17" West, 20.30 feet;

Thence, North 86° 38' 17" East, along the common line of said San Juan tract and said Alpizar tract, and the common line of said Lot 48 and Lot 49, passing at 30.07 feet a found 3/4-inch iron rod (bent) that bears South 03° 21' 43" East, 0.53 feet, and continuing in all, 879.76 feet to 5/8-inch iron rod with LJA CAP found for corner, same being the northeast corner of said San Juan tract, the common corner of said Lot 48 and Lot 49, and Lot 58 and Lot 59 of said section 78, same being the southeast corner of said Alpizar tract, same being on the westerly

line of that certain called 219.915 acre tract (described as Part 1) conveyed to Pomona Phase 5, LLC, by instrument of record in File Number 2020041936, B.C.O.P.R.;

Thence, South 03° 12' 16" East, along the east line of said San Juan tract, the west line of said 219.915 acres, and the common line of said Lot 49 and Lot 59, 495.60 feet to a 5/8-inch iron rod marking the southeast corner of said San Juan tract, same being the common corner of Lot 49, Lot 50, Lot 59 and Lot 60 of said Section 78, and the northeast corner of that certain called 16.7 acre tract conveyed to Walter Landry, Sr. and Deborah W. Landry, by instrument of record in File Number 98-032617, B.C.O.R.;

Thence, South 86° 40' 46" West, departing the westerly line of said 219.915 acres, along the common line of said San Juan tract and said 16.7 acres and Lot 49 and Lot 50 of said Section 78, passing at 849.46 feet a found 3/4-inch iron rod, and continuing in all, 879.49 feet to a 5/8-inch iron rod found for the southwest corner of said San Juan tract and the northwest corner of said 16.7 acres and the common corner of Lot 39, Lot 40, Lot 49 and Lot 50 of said Section 78, same being the southeast corner of that certain called 3.3302 acre tract conveyed to Edgar G. Pacana and Charlite I. Pacana, by instrument of record in File Number 99-049436, B.C.O.R., from which a found 5/8-inch iron rod, bears South 86° 13' 17" West, 19.94 feet;

Thence, North 03° 14' 10" West, along the west line of said San Juan tract, the east line of said 3.3302 acres, the common line of said Lot 39 and Lot 49, passing at 165.13 feet a 3/8-inch iron rod found for the northeast corner of said 3.3302 acres, and the southeast corner of aforementioned 6.6605 acres, from which a found 5/8-inch iron rod bears South 86° 14' 27" West, 20.23 feet, and continuing along the east line of said 6.6605 acres, the west line of said San Juan tract, and the common line of said Lot 39 and Lot 49, 494.96 feet to the POINT OF BEGINNING and containing 10.001 acres of land.

10.001 Acres

March 1, 2021
Job No. LJA001-2149-2114

This description prepared in conjunction with a Land Title Survey prepared by the undersigned of even date.



Keith W. Monroe
Registered Professional Land Surveyor
Texas Registration No. 4797



LJA Surveying, Inc.

DESCRIPTION OF
9.997 ACRES
(LOT 48, SECTION 78)

Being 9.997 acres of land located in the H.T. & B.R.R. CO. Survey, Section 78 (A.K.A.) J.S. Talmage Survey, Abstract 563, Brazoria County, Texas, being all of Lot 48 of Section 78 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, Plat Records of Brazoria County, Texas (B.C.P.R.), said 9.997 acres being all of that certain called 10.0 acre tract conveyed to MC 288, LLC, by instrument of record in File Number 2021015299, of the Official Records of Brazoria County, Texas (B.C.O.R.), said 9.997 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

BEGINNING at a 3/4-inch iron rod found marking the southwest corner of said 10.0 acre tract, same being the northwest corner of that certain called 10.001 acre tract conveyed to MC 288, LLC by instrument of record in File Number 2021015329, B.C.O.R., the northeast corner of that certain called 6.6605 acre tract conveyed to Adan Gomez and Wife, Maria G. Gomez, and being the common corner of said Lot 49 and Lot 38, 39 and 48 of said Section 78, same being the southeast corner of that certain called 20.005 acre tract (described as Tract 5, Part 3) conveyed to Pomona Phase 2A, LLC, by instrument of record in File Number 2016045410, of the Official Public Records of said Brazoria County (B.C.O.P.R.);

Thence, North 03° 12' 51" West, along the common line of said 10.0 acre tract and said 20.005 acres, and the common line of Lot 38 and Lot 48, of said Section 78, 494.85 feet to a 3/4-inch iron rod found for the northwest corner of said 10.0 acre tract, and the common corner of Lot 37, Lot 38, Lot 47 and Lot 48, of said Section 78, same being the southwest corner of that certain tract conveyed to Leopoldo P. Benitez, by instrument of record in File Numbers, 2017035794 and 2017062623, B.C.O.R.;

Thence, North 86° 37' 30" East, departing the east line of said 20.005 acres, along the common line of said Benitez tract and said 10.0 acre tract, and the common line of Lot 47 and Lot 48 of said Section 78, passing at 29.26 feet a 1/2-inch iron pipe found for reference, and

9.997 Acres

June 24, 2021
Job No. LJA001-2149-2116

continuing in all 879.85 feet to a 5/8-inch iron rod with "LJA" cap found marking the northeast corner of said 10.0 acre tract, the southeast corner of said Benitez tract, the common corner of Lot 47, Lot 48, Lot 57, Lot 58 of said Section 78, same being on the westerly line of that certain called 219.915 acre tract (described as Part 1) conveyed to Pomona Phase 5, LLC, by instrument of record in File Number 2020041936, B.C.O.P.R.;

Thence, South 03° 12' 16" East, along the common line of said 10.0 acre tract, said 219.915 acres and Lot 48 and Lot 58 of said Section 78, 495.05 feet to a found 5/8-inch iron rod with "LJA" cap, same being the southeast corner of said 10.0 acre tract, and the northeast corner of aforementioned 10.001 acre tract, and being the common corner of Lot 48, Lot 49, Lot 58 and Lot 59 of said Section 78;

Thence, South 86° 38' 17" West, departing the westerly line of said 219.915 acres, along the common line of said 10.0 acre tract and said 10.001 acre tract, and the common line of said Lot 48 and Lot 49, 879.76 feet to the POINT OF BEGINNING and containing 9.997 acres of land.

This description prepared in conjunction with a Land Title Survey prepared by the undersigned of even date



Keith W. Monroe
Registered Professional Land Surveyor
Texas Registration No. 4797



LJA Surveying, Inc.

DESCRIPTION OF
3.992 ACRES
(PORTION OF LOT 18, SECTION 89)

Being 3.992 acres of land located in the A.C.H. & B.R.R. Co. Survey, Section 89, Abstract 417, Brazoria County, Texas, being a portion of Lot 18 of Section 89 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, of the Plat Records of said Brazoria County, Texas (B.C.P.R.), said 3.992 acres also being all of that certain called 3.9902 acre tract conveyed to MC 288, LLC, by instrument of record in File Number 2020052816, of the Official Public Records of said Brazoria County, Texas (B.C.O.P.R.), said 3.992 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

BEGINNING at a MAG nail found marking the southeast corner of aforementioned 3.9902 acres, same being the northeast corner of that certain called 4.995 acre tract conveyed to MMY Partners, LLC, by instrument of record in File Number 2009028008, same being in the centerline of Croix Parkway and on the east line of said Lot 18;

Thence, South 86° 44' 33" West, departing the east line of said Lot 18, along the common line of said 3.9902 acres and said 4.995 acres, passing a found 1/2-inch iron rod at 29.90 feet, and continuing in all, 880.00 feet to the southwest corner of said 3.9902 acres, same being the northwest corner of said 4.995 acres, and on the west line of said Lot 18, from which a 5/8-inch iron rod with LJA cap, bears North 86° 44' 33" East, 0.93 feet;

Thence, North 03° 12' 16" West, along the west line of said 3.9902 acres, and the west line of said Lot 18, 197.62 feet to the northwest corner of said 3.9902, same being the southwest corner of that certain called 1.000 acre tract conveyed to John Wayne Bond and Wife, by instrument of record in File Number 19860236527, B.C.O.P.R., from which a found 5/8-inch iron rod with cap "RPLS 5924" bears North 86° 47' 34" East, 1.50 feet;

Thence, North 86° 44' 34" East, departing the west line of said Lot 18, along the common line of said 3.9902 acres and said 1.000 acre, passing at 850.06 feet a found 1/2-inch

3.992 Acres

June 24, 2021
Job No. LJA001-2149-2116

iron rod, and continuing in all, 880.00 feet to MAG nail set for corner, same being the northeast corner of said 3.9902 acres, and the southeast corner of said 1.000 acre, same being in the centerline of aforementioned Croix Parkway, and on the east line of said Lot 18;

Thence, South 03° 12' 16" East, along the east line of said 3.9902 acres and the east line of said Lot 18, 197.61 feet to the POINT OF BEGINNING and containing 3.992 acres of land.

This description prepared in conjunction with a Land Title Survey prepared by the undersigned of even date.



Keith W. Monroe
Registered Professional Land Surveyor
Texas Registration No. 4797



LJA Surveying, Inc.

EXHIBIT B CONSENT CONDITIONS

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

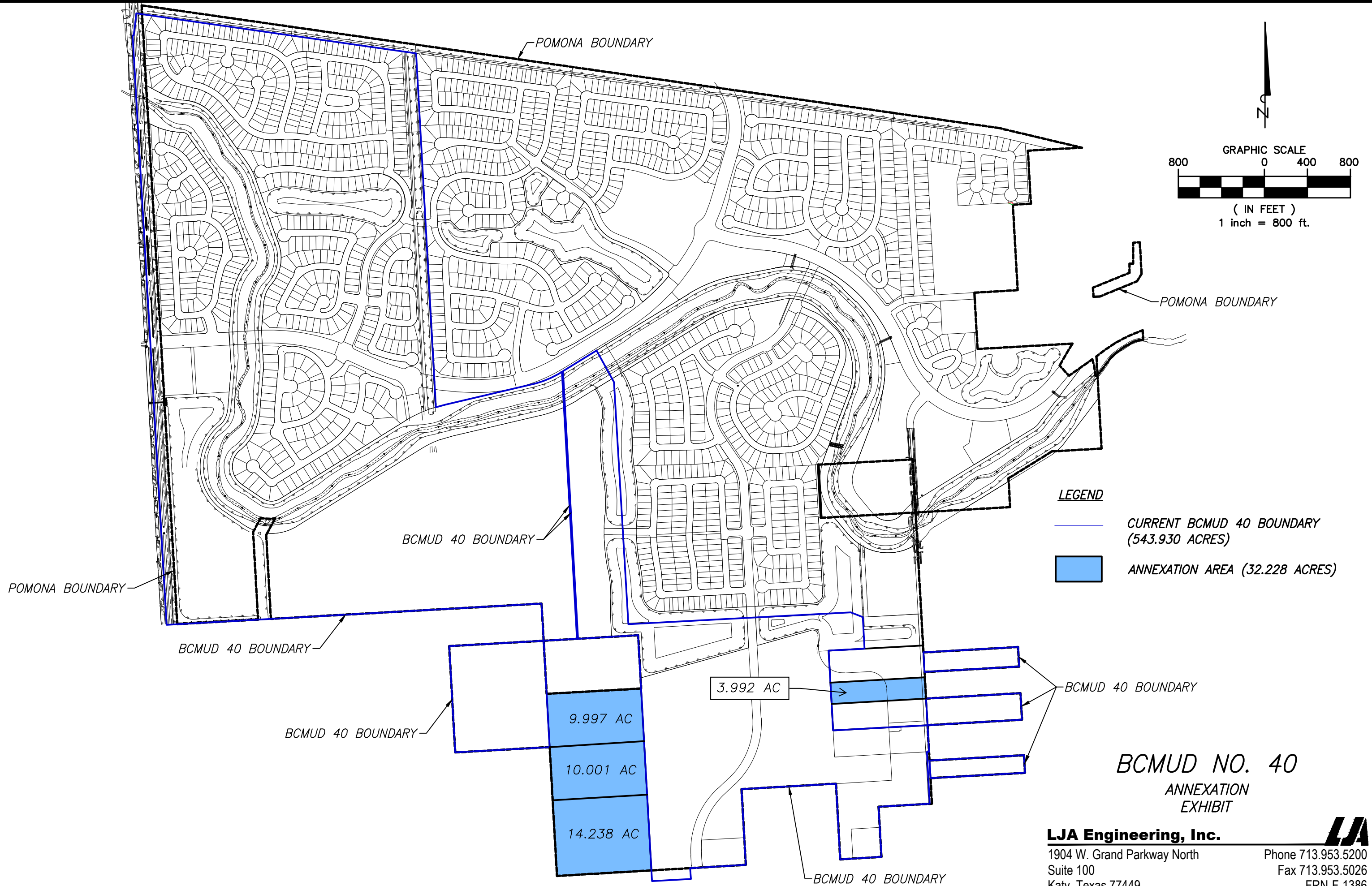
(b) Any refunding bonds of the District must provide for a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

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

City as amended from time to time; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

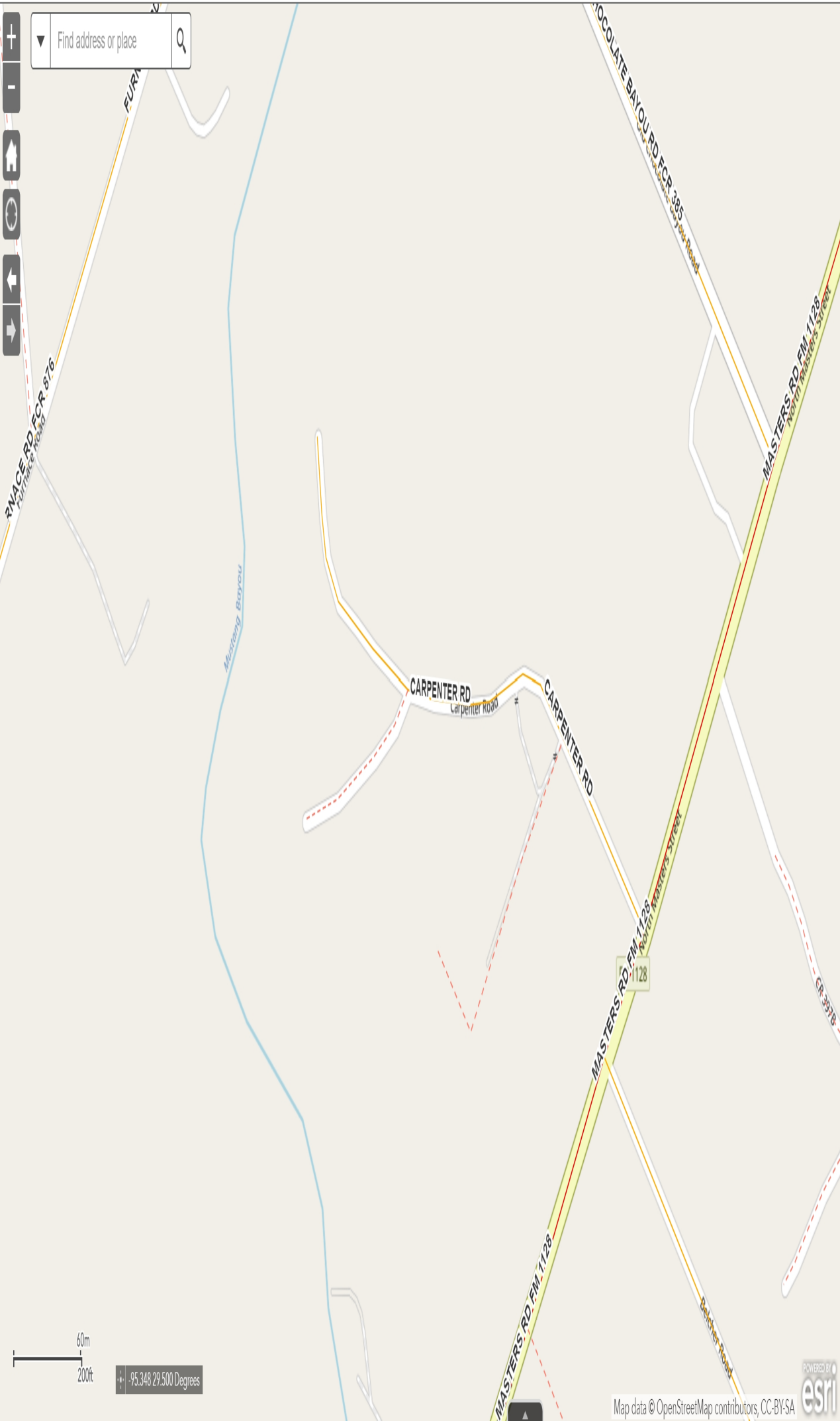
(d) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow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

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





Find address or place



Layer List

☐ City Limits

☐ City ETJ

☐ ETJ Overlap

☐ City Wards

☐ City LPA

☐ College Districts

☒ County Roads

State HWY

FM HWY; State Spur

County Roads

City Streets

Private; County Non-maintained

Other Road Types

☐ Commissioner Precincts

☐ Congressional District

☐ Drainage Districts

☐ Electrical

☐ Elevation Contours

☐ EMS Boundaries

☐ Emergency Service Districts

☐ Fire Response Boundaries

ArcGIS Web Map



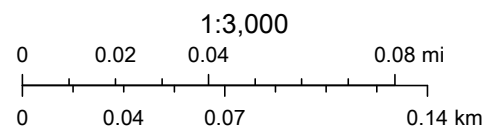
4/14/2021, 2:47:46 PM

 City Limits - CityLimits

 Parcels

Subdivisions

 S/D of Tr E



Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/

ArcGIS Web AppBuilder

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri Community Maps Contributors, Brazoria County,

From: [Kyle Jung](#)
To: [Tammy Bell](#)
Subject: FW: Carpenter Road, Manvel
Date: Wednesday, November 2, 2022 4:19:32 PM

[Kyle J. Jung](#)
[City Manager](#)
[City of Manvel](#)
[20031 Highway 6](#)
[Manvel, Texas 77578](#)
[281-489-0630](#)
[281-489-0634 \(fax\)](#)
kjung@cityofmanvel.com

From: Bobby Gervais <bgervais@cityofmanvel.com>
Sent: Monday, October 24, 2022 5:29 PM
To: Mary Cheline Shine <maryc@brazoriacountytx.gov>
Cc: Kyle Jung <kjung@cityofmanvel.com>; Matt Hanks <matth@brazoriacountytx.gov>; Dan Johnson <dan.johnson@cityofmanvel.com>; Jessica Rodriguez <jrodriguez@cityofmanvel.com>
Subject: Carpenter Road, Manvel

Mary,

Thank you for the quick response.

Please let us know if you do find something.

Thank you

Bobby

From: Mary Cheline Shine <maryc@brazoriacountytx.gov>
Sent: Monday, October 24, 2022 4:30 PM
To: Bobby Gervais <bgervais@cityofmanvel.com>
Cc: Kyle Jung <kjung@cityofmanvel.com>; Matt Hanks <matth@brazoriacountytx.gov>; Dan Johnson <dan.johnson@cityofmanvel.com>; Jessica Rodriguez <jrodriguez@cityofmanvel.com>
Subject: RE: [EXTERNAL]Carpenter Road, Manvel

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

Bobby:

The Commissioners Court agenda and minutes search engine is currently not working. We have looked at the year before dedication and a few years past and cannot find where this dedication was accepted by Commissioner Court. I cannot definitely say that it was not accepted, but we can't find it. We are not sure when the search engine will be back operating.

The County accepted roads by map in 1967. I have attached the map. I don't show Carpenter road on the map. It has Belcher Road (CR 397) and Chocolate Bayou Road (CR 385). I have attached the map.

If it is determined that it was once a County Road, I can take a document through Commissioners Court transferring it to the City.

If the search engine gets fixed, we will do another check for the dedication.

Mary Shine

Mary Cheline Shine
Assistant Chief – Civil Division
Assistant District Attorney
Brazoria County Criminal District Attorney's Office
111 E. Locust, Suite 408A
Angleton, Texas 77515
(979) 864-1233
(979) 864-1712 (Fax)

From: Bobby Gervais <bgervais@cityofmanvel.com>
Sent: Thursday, October 20, 2022 4:25 PM
To: Mary Cheline Shine <maryc@brazoriacountytx.gov>
Cc: Kyle Jung <kjung@cityofmanvel.com>; Matt Hanks <matth@brazoriacountytx.gov>; Dan Johnson <dan.johnson@cityofmanvel.com>; Jessica Rodriguez <jrodriguez@cityofmanvel.com>
Subject: [EXTERNAL]Carpenter Road, Manvel

Hi Mary,

I wanted to reach out to you about a road dedication matter here in Manvel that may involve the County.

The City has had a group of residents who live on Carpenter Rd approach the city about taking over their "private road". This road has been listed on city maps since at least 1991 as a "private" road.

One of the residents stated that the City should be paving this road anyway because it was dedicated in 1971 by RL Furnace, who created the lots on Carpenter where the residents live. Apparently, the lots were created without platting.

Elaine Graham here at the city found an instrument in the deed records from 1972 that appears to grant "an easement and right-of-way for public road purposes and for drainage purposes." This document is in Deed/easement form and the Grantor is RL Furnace. The interesting thing is that the Grantee is Brazoria County, not the City. (This 'road' is in the city limits and not in an area that was later annexed or anything).

So I thought I should check with you all to ask for the County's input on the following:

- (1) Does the County have any record of accepting this dedication?
- (2) If there is no record of accepting the dedication, does the county perhaps still have an official map of county roads that shows Carpenter Road, and, if so, how is it shown (private or public)?
- (3) if it is a county road, would the county be willing to take whatever action is needed to transfer that to the City?

If you have any other questions, concerns or input on what to do with this, please let us know.

We anticipate bringing this issue to the city council at their first meeting in November, so any input you could provide before the agenda cutoff date of Tuesday, November 1, would be appreciated.

Thank you

Bobby Gervais

City Attorney

From: Elaine Graham <egraham@cityofmanvel.com>
Sent: Thursday, October 20, 2022 3:22 PM
To: Kyle Jung <kjung@cityofmanvel.com>; Bobby Gervais
<bgervais@cityofmanvel.com>
Cc: Jessica Rodriguez <jrodriguez@cityofmanvel.com>
Subject: Deed

Kyle,

Here is the deed for Carpenter Road.

Elaine Graham

Permit Services Manager
20025 Hwy 6
281-489-0630
832-336-4085 - Direct

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

17939

THE STATE OF TEXAS

I

COUNTY OF BRAZORIA

I

KNOW ALL MEN BY THESE PRESENTS: That I, R. L. Furnace, of Brazoria County, Texas, hereinafter called Grantor, for and in consideration of the sum of \$1.00 to me in hand paid by Brazoria County, Texas, hereinafter called Grantee, for which no lien is retained, either express or implied, have this day sold and by these presents do grant, bargain, sell and convey unto Brazoria County, Texas, an easement and right-of-way for public road purposes and for drainage purposes over, along and across the following described tract of land situated in Brazoria County, Texas, and being more particularly described as follows, to-wit:

A 60 foot wide road easement in Block 54, Suburban Gardens Subdivision, Division E, being in the H. N. Little Survey, Abstract 319, Brazoria County, Texas.

For Connection Begin at a point at the intersection of the Northwest line of State Farm Market Road No. 1128 (80 feet wide) with the centerline of Mustang Bayou; said corner bears North 42° 03' 50" East, 41.86 feet from a concrete monument found and said corner bears North 42° 03' 50" East, 1270.85 feet from a concrete monument found marking the South corner of a 38.35 acre tract (Volume 205 page 166, Deed Records); THENCE, north 42° 3' 50" East, along the Northwest line of said road, 642.64 feet to an iron pipe; THENCE, North 48° 17' 50" West, 210 feet to an iron pipe; THENCE, North 42° 03' 50" East, along a fence line, 415 feet to an iron pipe; for corner of and place of beginning of this Road Easement;

THENCE, north 47° 56' 10" West, 154.2 feet to a point for corner;

THENCE, North 42° 3' 50" East, 60 feet to a point for corner;

THENCE South 47° 56' 10" East, 94.2 feet to a point for corner; said point marking the South corner of a 1.234 acre tract;

THENCE, North 42° 3' 50" East, 355.62 feet to a point for corner; said point also marks the East corner of said 1.234 acre tract;

THENCE North 48° 17' 50" West 102.6 feet to a point for corner; said point also marks the North corner of said 1.234 acre tract;

THENCE, South 41° 42' 10" West, 79.23 feet to a point for corner;

INDEXED

VOL 1135 PAGE 467

THENCE, North 83° 6' 10" West, at 177.55 feet pass west corner of said 1.234 acre tract; in all 330.55 feet to a point for corner;

THENCE, North 6° 53' 50" East, 60 feet to a point for corner;

THENCE, South 83° 6' 10" East, 301.16 feet to a point for corner;

THENCE, North 41° 42' 10" East, 109.84 feet to a point for corner;

THENCE, South 48° 17' 50" East, 432.79 feet to a point for corner;

THENCE, South 42° 3' 50" West, along the Northwest line of said State Farm Market Road #1128, 60 feet to an iron pipe for corner;

THENCE, North 48° 17' 50" West, along a fence line, 210 feet to an iron pipe set for corner;

THENCE, South 42° 03' 50" West, along a fence line, 416 feet to the place of beginning of this 60 foot road easement.

TO HAVE AND TO HOLD the above described right-of-way and easement herein conveyed, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Brazoria County, Texas, and its assigns, forever; and Grantor does hereby bind himself, his heirs and assigns, to WARRANT AND FOREVER DEFEND all and singular the said right-of-way and easement herein conveyed unto Brazoria County, Texas, and its assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS MY HAND this 21st day of September, 1972.

Filed for Record at 4:40 o'clock P. M.

Sept. 21 1972 H. R. Stevens, Jr.,

Clark County Court, Brazoria County,

Texas - By N. Swedlund Deputy

THE STATE OF TEXAS
COUNTY OF BRAZORIA

R. L. Furnace
R. L. FURNACE

BEFORE ME, the undersigned authority, on this day personally appeared R. L. FURNACE, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of SEPTEMBER, 1972.



Dennis Bell
Notary Public in and for Brazoria
County, Texas.
DENNIS BELL

SEP-22-1972 115729 00 117939 A 100 250

Chapter 33 FOOD AND FOOD HANDLERS

ARTICLE I. IN GENERAL

Sec. 33-1. State regulations adopted.

- (a) The city adopts by reference the most current version of the *Texas Food Establishment Rules* promulgated by the Texas Department of State Health Services as set forth in 25 Tex. Admin. Code, Ch. 228, subchapters A—J, or successor statute. The *Texas Food Establishment Rules* shall be considered incorporated herein by reference for all purposes.
- (b) From and after enactment of this chapter, the *Texas Food Establishment Rules* shall govern the regulation of food and food establishments in the city in addition to any other requirements set forth in this chapter and other applicable laws and regulations. For purposes of this chapter, the words, terms and phrases set forth in the *Texas Food Establishment Rules* as definitions shall have the meanings and interpretations set forth therein.
- (c) Any subsequent revisions or changes to the *Texas Food Establishment Rules* shall automatically become a part of this chapter, unless council action is required by law.
- (d) Except as where may be specifically stated herein, this chapter shall be enforced by the city code enforcement officer/health officer, or such other personnel designated by the city manager.
- (e) A copy of the *Texas Food Establishment Rules* shall be on file in the office of the city secretary.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-2. Local amendments and definitions.

The *Texas Food Establishment Rules* adopted in section 33-1 are hereby amended as follows:

- (1) The following provisions are added:
 - a. 228.2(153) Code enforcement/health officer - A city "code enforcement officer" or "health officer" shall mean any person in the city marshal's office/code enforcement office, or other person designated by the city manager, assigned to inspect food establishments, educate food establishment employees and food employees on local and state statutory requirements for health and safety in food service, and enforce all local and state health and safety laws as permitted by law.
 - b. 228.2(154) Reconstituted - Food created or prepared by recombining dehydrated food products with water or other liquids.
 - c. 228.2(155) Sanitation - Effective bactericidal treatment process that provides enough accumulative heat or concentration of chemicals for enough time to reduce the bacterial count, including pathogens, to a safe level on tableware, utensils, and equipment.
 - d. 228.186(o)(2)(F) - Service Animals - In areas that are not used for food preparation or storage, a food establishment may, at the owner or manager's discretion, or where required by law, allow patrons to bring service animals on the premises. Notices stating where a patron is allowed to

bring service animals on the premises shall be posted in all areas where the service animals are to be allowed by the food establishment.

(2) The following provisions are adopted in place of the identically numbered provisions in the *Texas Food Establishment Rules*, Tex. Admin. Code, Title 25, Part 1, Chapter 228:

- a. 228.2(57) Food establishment - Food establishment means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption as follows:
 - 1. A restaurant, retail food store, market, self-service food market, conveyance used to transport people, or institution, including any establishment where prepackaged food and food products are offered for sale to the ultimate consumer and intended for off premise consumption;
 - 2. An establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers; and
 - 3. Includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location, unless the vending or feeding location is permitted by the regulatory authority and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off the premises.
 - 4. Food establishment does not include a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold, or offered for human consumption, a bed and breakfast limited facility as defined in this chapter, a food bank, or a private home that receives catered or home-delivered food.
- b. 228.2(85) Mobile Food Unit (MFU) - A vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to, trailers and push carts) and used to store, prepare, display, serve, or sell food. Mobile units must completely retain their mobility at all times. A Mobile Food Unit does not mean a stand or a booth. A Mobile Food Unit operating in the City must have on site at least one food employee who possesses a food manager certification.
- c. 228.2(143) Temporary food establishment - A food establishment that operates a stand or booth for a period of no more than ten (10) consecutive days in conjunction with a single event or celebration.

(3) Additional definitions. Additionally, the following words, terms and phrases shall have the meanings set forth below except where the context clearly indicates a different meaning:

Authorized agent. Means an authorized employee(s) of the City of Manvel.

Employee. The term "employee" shall mean any person who handles food or drink during preparation or serving, or who comes in contact with any eating or cooking utensils, or who is employed in a room in which food or drink is prepared or served.

Filthy. The term "filthy" shall be deemed to apply to food not securely protected from flies, dust, dirt, and as far as be necessary by all reasonable means, from all foreign or injurious contaminations.

Food. The term "food" means (1) articles used for food or drink for human consumption; and (2) components of any such article.

Food establishment. The term "food establishment" shall mean an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption, as defined in section 33-2 (2)a.

Health officer. The term "health officer" shall mean any person in the city fire marshal office/code enforcement office/health inspections office, or other person designated by the city manager, assigned to inspect food establishments, educate food establishment employees and food employees on local and state statutory requirements for health and safety in food service, and enforce all local and state health and safety laws as permitted by law.

Itinerant food establishment. The term "itinerant food establishment" shall mean a restaurant opening for a temporary period in connection with a fair, carnival, public exhibition, or other similar gathering.

Misbranded-food. A food shall be deemed misbranded if:

- (i) Its labeling is false or misleading in any particular.
- (ii) It is offered for sale under the name of another food.
- (iii) It is an imitation of another food, unless its label bears the word "imitation" in type of uniform size and prominence and immediately thereafter the name of the food imitated; and except in cases of mixture and compounds which may be now or from time to time hereafter known as articles of food, under their own distinctive names, and not an imitation of or offered for sale under the distinctive name of another article if the name is accompanied on the same label or brand with a statement of the place where said article has been manufactured or produced. No one administering this chapter may constitute oleomargarine as an imitation of butter.
- (iv) The container is so made, formed, or filled as to be misleading.
- (v) It is in package form without a label containing: (a) the name and place of business of the manufacturer, packer, or distributor; and (b) an accurate statement of the quantity of the content in terms of weight, measure, or numerical count; provided, that under clause (b) of this paragraph reasonable variations shall be permitted, and exemptions as to small packages shall be established, by regulations prescribed by the state commissioner of health.
- (vi) If any word, statement, or other information required by or under authority of this chapter of state law to appear on the label or labeling is not prominently placed thereon with such conspicuousness (as compared with other words, statements, designs, or devices, in the labeling) and in such terms to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use.
- (vii) If it purports to be or is represented as food for which a definition and standard of identity has been prescribed by state regulations, unless, (a) it conforms to such definition and standard, and (b) its label bears the name of the food specified in the definition and standard, and, insofar as may be required by such regulations, the common names of optional ingredients (other than spices, flavoring, and coloring) present in such foods.
- (viii) If it purports to be or is represented as: (a) A food for which a standard of quality has been prescribed by state regulations, and its quality falls below such standard unless its label bears, in such manner and form as such regulations specify, a statement that it falls below such standard; or (b) A food for which standard or standards of fill of container have been prescribed by state regulations, and it falls below the standard of fill container applicable thereto, unless it labels bears, in such manner and form as such regulations specify, a statement that it falls below such standard.
- (ix) If it is not subject to the provisions above, unless it bears labeling clearly giving: (a) the common or usual name in the food, if any there be; and (b) in case it is fabricated from two or more ingredients, the common or usual name of each such ingredient; except that spices, flavorings, and colorings, other than those sold as such may be designated as spices flavorings, and colorings, without naming each; provided that, to the extent that compliance with the

requirements of clause (b) of this subsection is impractical or results in deception or unfair competition, exemptions shall be established by regulations promulgated by the state commissioner of health; provided further that the requirements above shall not apply to any bottled carbonated drinks or soft drinks and, provided further, that clause (b) of this subsection shall not apply to any bottled carbonated drinks or soft drinks or the dispensing of carbonated soft drinks in single service cups. Nothing in this chapter shall be construed as requiring proprietors or manufacturers of proprietary foods which contain no unwholesome added ingredients to disclose their trade formulas except insofar as the provisions of the law require to secure freedom of adulteration or misbranding.

- (x) If it purports to be or is represented for special dietary uses, unless its label bears such information concerning its vitamin, mineral and other dietary properties as the state commissioner of health determines to be, and by regulations prescribed, as necessary in order to inform purchasers as to its value for such uses.
- (xii) If it bears or contains any artificial flavorings, artificial coloring, or chemical preservative, unless it bears labeling stating that fact; provided that, to the extent that compliance with the requirements of this subsection is impracticable, exemptions shall be established by regulations promulgated by the state commissioner of health. The provisions of this subsection and subsections (vii) and (ix) with respect to artificial coloring are not to apply in the case of butter, cheese, and ice cream.

Nonprofit organization. Means an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. Nonprofit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Regulatory authority. Means the City of Manvel, Texas.

Temporary food establishment. Means a food establishment that operates for a period of no more than ten consecutive days in conjunction with a single event or celebration. This may include a stand or a booth.

Restaurant. The term "restaurant" shall include restaurant, coffee shop, cafeteria, short-order café, luncheonette, tavern, sandwich shop, sandwich stand, soda fountain, hospitals, institutions, private, public and parochial school lunchrooms, private and semi-private clubs, and all other eating or drinking establishments as well as other kitchens or other places in which food or drink is prepared for serving or for sale elsewhere.

State law definitions. Any term used in this chapter and not specifically defined herein shall have the meaning ascribed to it in the *Texas Food, Drug and Cosmetic Act*, V.T.C.A., Health and Safety Code, Ch. 431.

Utensils. The term "utensil" shall mean and include any kitchenware, tableware, glassware, cutlery, vessels, containers, or other equipment with which food or drink comes in contact during storage, preparation, serving, eating, or drinking.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-3. Application of chapter.

- (a) This chapter shall apply to all areas within the corporate limits of the city.
- (b) Persons or organizations whose food services are regulated and regularly inspected by another federal or state governmental entity are required to comply with this chapter.
- (c) If there is a conflict between a provision of this chapter and another provision of the City Code or state law, the more stringent provision shall apply.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-4. Enforcement.

Except as where may be specifically stated herein, this chapter shall be enforced by the city code enforcement officer/health officer, or such other personnel designated by the city manager.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-5. Penalty.

- (a) All provisions of this chapter shall be applicable to all food establishments, unless otherwise required by law.
- (b) No food establishment shall be operated within the city unless it conforms with the provisions of this chapter.
- (c) Any person who intentionally, knowingly, willfully, or with criminal negligence violates any provision of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not exceeding \$2,000.00. Each day of violation of this chapter shall constitute a separate offense. Prosecution in municipal court shall be in addition to other remedies provided in this chapter, by law, or in equity.
- (d) A license holder shall ensure that the food establishment is in full compliance with this chapter at all times.
- (e) The person in charge shall ensure that the food establishment is operated in full compliance with this chapter and that all food is stored, prepared, displayed and served in accordance with the provisions of this chapter.
- (f) All mobile food vendors must comply with the requirements of the City Code, chapter 35, article IX, as amended from time to time.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-6. Injunction.

- (a) If it appears that a person has violated, is violating, or threatens to violate this chapter, the city may institute a civil suit in a district court for injunctive relief to restrain the person from continuing the violation or threat of violation.
- (b) The city may petition a district court for a temporary restraining order to immediately halt a violation or other action creating an emergency condition if it appears that:
 - (1) A person is violating or threatening to violate this chapter; and
 - (2) The violation or threatened violation creates an immediate threat to the health and safety of the public.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Secs. 33-7—33-9. Reserved.

ARTICLE II. PERMIT

Sec. 33-10. Required.

- (a) Permit. No person shall operate a food establishment without possessing a valid permit issued by the city through the permits department. Such permit be known as a "food service permit", a "temporary food service permit", or a "mobile food vendor permit", hereinafter referred to collectively as "permit", "permits", or "food permit". Only a person who complies with the requirements of this chapter shall be entitled to receive or retain such a permit.
- (b) Permits are not transferable from one person or place to another person or place. A valid permit shall be posted in view of the public in every food establishment and every temporary food establishment.
- (c) Each and every food establishment, whether under one roof or not, shall be considered a separate establishment, and a permit must be obtained for each establishment. Each such establishment is subject to the requirements in this chapter.
- (d) Application.
 - (1) Any person desiring to obtain a food service permit shall make written application for such permit on forms provided at the city's permits department or on the city's website. Such application shall include the applicant's full name and mailing address; the location of proposed food establishment; and the signature of the applicant or applicants.
 - (2) Any person desiring to obtain a temporary food service permit shall make written application for such permit on forms provided at the city's permits department or on the city's website. In addition to the information listed in subsection (1) above, such application shall include the inclusive dates of the proposed operations; the name, address and telephone number of the owner or owners of the property where the temporary food service establishment is to be located; and a statement signed by the owner(s) of the property or his/her authorized agent, stating that arrangements have been made for the proper disposal of all rubbish, trash, garbage, and for maintaining the property free from litter and nuisances during the total period of operation up to and including any cleanup time required to remove all rubbish, trash, garbage, and litter resulting from the food service. A description of such arrangements must be included. A permit for temporary food establishment may be issued for a period of time not to exceed 14 consecutive days.
 - (3) Any person desiring to obtain a mobile food vendor permit shall make written application for such permit on forms provided at the city's permits department or on the city's website. All mobile food vendors must comply with the requirements of the City Code, chapter 35, article IX.
- (e) The permit department shall issue the appropriate permit to the applicant if inspection reveals that the proposed food establishment complies with the requirements of this chapter.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-11. Duration.

Permits shall be issued annually and shall extend from the date of issuance or renewal, as applicable. Annual renewal applications must be submitted at least 30 days prior to the expiration date of the permit. A permit shall be issued only if the establishment is in complete compliance with this chapter.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-12. Fees.

- (a) Before any permit shall be issued under this chapter, the applicant shall pay the applicable fees set forth in the latest fee schedule resolution adopted by the city.
- (b) The re-inspection fee set forth in the latest fee schedule resolution adopted by the city shall apply in cases where re-inspection is deemed necessary by the city's health official/code enforcement officer.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-13. Refunds/proration.

Permit fees are not refundable and shall not be prorated.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-14. Suspension.

- (a) The city's code enforcement/ health officer may suspend any permit to operate a food establishment, temporary food establishment, and/or mobile food unit, if the permit holder does not comply with the requirements of this chapter and the violation creates an immediate threat to the health and safety of the public. Suspension is effective upon written notice, and service operations shall immediately cease.
- (b) Whenever a permit is suspended, the city shall notify the permit holder or the person in charge of the food establishment in writing of the reason(s) for which the permit is suspended and inform them of the opportunity for a hearing before the city municipal court. If the permit holder requests a hearing, they shall file their written request for a hearing with the city secretary within ten days following service of such notice of suspension. If a request for hearing is filed, a hearing shall be scheduled within ten days of the city's receipt of such request. If no request for hearing is filed within the ten-day period, the suspension of the permit is sustained. The city's code enforcement/ health officer may end the suspension at any time if reasons for suspension no longer exist.
- (c) Whenever a food service license is suspended, it may be physically removed from the premises by the code enforcement/health officer and retained at the office of the Code enforcement/health officer until the suspension has been lifted or modified.
- (d) Whenever a mobile food unit license is suspended, it shall be physically removed from the mobile food unit in violation by the code enforcement/health officer.
- (e) All hearings shall be held in the municipal court and presided over by a municipal court judge. All hearings shall be, as much as practicable, conducted pursuant to the Texas Rules of Civil Procedure.
- (f) If the permit holder fails to appear at the hearing at the time, place, and date specified, the city shall present sufficient evidence to establish a prima facie case showing violation of this chapter or conditions constituting a hazard to public health which formed the basis of the suspension of the license.
- (g) If the municipal court finds that the food establishment was, in fact, in violation of this chapter or that it constituted a hazard to public health, the court shall make written findings of fact and shall order the permit suspended until all violations of this chapter are corrected and any conditions constituting a hazard to public health are eliminated. A copy of the findings and order of the court shall be either given to the responsible party upon conclusion of the hearing, or sent by certified mail, return receipt requested, to the permit holder. If the municipal court finds that the public interest will be adequately protected by a warning or other penalty authorized under this chapter, it may reinstate the permit.

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- (h) Whenever the reasons for a suspension no longer exist, the permit holder or the person in charge shall notify the permit department that the conditions under which the permit was suspended have been corrected and that an inspection is requested. Upon receipt of request and payment of any required re-inspection fee, such inspection shall be conducted as soon as possible and in no event, no later than three regular working days after the receipt of the request for inspection.
 - (i) Revocation/suspension of mobile food vendor permits shall be in accordance with section 35-317 of the City Code.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-15. Revocation.

The city may revoke a permit for serious or repeated violation(s) of any of the requirements of this chapter or for interference with the health official/code enforcement officer in the performance of his/her duties. Prior to revocation, the city shall notify the permit holder or the person in charge of the food establishment in writing of the reason(s) for which the permit is subject to revocation and inform them of the opportunity for a hearing. If the permit holder requests a hearing, they shall file their written request for a hearing with the city secretary within ten days following service of such notice of revocation. If a request for hearing is filed, a hearing shall be scheduled within 30 days of the city's receipt of such request. If no request for hearing is filed within the ten-day period, the revocation of the permit becomes final.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-16. Service of notice.

A notice provided for in this article is properly served when it is delivered to the permit holder or the person in charge of the establishment or when it is sent by registered or certified mail, return receipt requested, to the last known address of the permit holder or when it is delivered by the city in person to the last known address of the permit holder.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-17. Hearings.

The hearings provided for in this article shall be held in the municipal court and presided over by a municipal court judge. Based upon the recorded evidence of such hearing, the municipal court judge shall make a final finding and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the permit holder, and a copy shall be filed with the city secretary.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-18. Application for a new permit after revocation.

The permit holder that has been revoked must wait 180 days after the final date of the revocation decision before making written application for a new permit.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Secs. 33-19—33-30. Reserved.

ARTICLE III. INSPECTIONS

Sec. 33-31. Access.

Agents of the city, after proper identification, shall be permitted to enter any food service establishment at any reasonable time for the purpose of making inspections to determine compliance with this article. The agents shall be permitted to examine the records of the establishments to obtain information pertaining to food and supplies purchased, received or used, or to persons employed.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-32. Frequency.

- (a) An inspection of a food service establishment should be performed on each food establishment within the city at least every six months, and additional inspections shall be performed as often as necessary for the enforcement of this chapter. Any establishment scoring 75 or below on an inspection will automatically receive a follow-up inspection within ten days. A re-inspection fee must be paid prior to follow up inspection. Failure to pay re-inspection fee or a second score of 75 or below on an inspection shall result in an order to immediately cease all food service operations. Any person, firm, or food establishment proven to have failed to immediately cease all food service operations upon an order from the city shall be deemed guilty of a misdemeanor and shall, upon conviction by a court of competent jurisdiction, be assessed fines or other punishment as provided by this Code.
- (b) If a food establishment is being inspected for the first time by a city code enforcement/health officer, the following additional requirements apply:
 - (1) For a food establishment located at permanent premises, a code enforcement/health officer will only conduct an inspection to obtain a food service permit after the food establishment has passed final inspections by the building official and the fire marshal, or their respective designees.
 - (2) A food establishment located at permanent premises may not store any food defined as time/temperature control for safety food (TCS) at the premises until after the code enforcement/health officer has completed his/her inspection and the food establishment has passed said inspection. If a food establishment is found to have TCS food on the premises at the time of an initial health inspection, the code enforcement/health officer may order the TCS food to be disposed of properly if it is found to have been kept in unsafe conditions.
- (c) Whenever an inspection of a food establishment is conducted, the findings shall be recorded in an inspection report, and a copy of each inspection report with number score and corresponding letter grade shall be provided to the food service manager or other person in charge of the establishment. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from 100. It is the responsibility of the food service manager to post the letter grade corresponding to the food establishment's inspection report upon an inside wall or window near the main public entrance of the establishment in a location readily visible to consumers, and such letter grade shall not be defaced or removed by any person except the code enforcement/health officer. Any person, firm, or corporation who fails to properly post the inspection report or the corresponding letter grade as required shall be deemed guilty of a misdemeanor and shall, upon conviction by a court of competent jurisdiction, be assessed fines or other punishment as provided by this Code.

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- (d) In the case of temporary food service establishments, all violations shall be corrected immediately. If violations are not corrected, the code enforcement/health officer shall immediately suspend the license. Any person, firm, or establishment who is found to have failed to immediately cease operations upon suspension of temporary food service license shall be deemed guilty of a misdemeanor and shall, upon conviction by a court of competent jurisdiction, be assessed fines or other punishment as provided by this Code.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-33. Correction of violations.

The inspection form shall specify a reasonable period of time to correct the violations and such violations must be corrected within the specified period; provided, however, that:

- (1) If an imminent health hazard exists the establishment, including a mobile food unit, shall immediately cease food service operations and operations shall not be resumed until authorized by the city; and
- (2) All violations at temporary food establishments shall result in cessation of temporary food service operations.
- (3) The establishment or mobile food unit shall not resume operations until such time as a re-inspection determines that the condition(s) responsible for the requirement to cease operations no longer exists. The city shall offer to re-inspect the establishment within a reasonable time.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Secs. 33-34—33-50. Reserved.

ARTICLE IV. CONSTRUCTION, REMODELING AND CONVERSION

Sec. 33-51. Plans.

- (a) Two sets of properly prepared plans and specifications for each construction, remodeling or alteration of a food establishment shall be submitted to the permit department prior to any on-site construction. The plans must be drawn to scale no smaller than one-eighth inch and shall consist of a plot plan, floor plan, foundation plan, structural plan, plumbing plan, elevation plan, wall section, engineer's scale and survey (if required by applicable law), mechanical and electrical details, and health equipment detail with elevations, any of the City of Manvel standard details that apply, and the city's signature block on the first page.
- (b) All food establishments shall have a minimum of a 500-gallon grease trap.
- (c) Under sink grease traps for all food establishment shall be strictly prohibited. The only exception is for MFU's.
- (d) All food prep areas shall have smooth wall board. Such as FRP (fiberglass reinforced panels.). No rough or porous wall board will be allowed.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-52. Other code requirements.

A building permit shall be required for construction, alteration, remodeling or conversion of a food establishment in accordance with the International Building and Fire Codes and any and all codes adopted by the

city. Any construction, alteration, remodeling, or conversion of a food establishment shall comply with all applicable federal and state laws and codes and regulations of the city. To the extent of a conflict between or among the provisions of this chapter and other codes or ordinances of the city, the more restrictive provision shall control.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Sec. 33-53. Ownership of food establishment.

- (a) When an existing food establishment is purchased and the purchase does not include the property or the structure, but includes the rental or lease of space and equipment, the city requires that the person who operates the food establishment obtain a valid food establishment's permit. The person who applies for the food establishment's permit is considered, legally, to be the owner.
- (b) The person who is registered on the food establishment's permit is the responsible party for the property, premises, structure and complete operating services. The operator of the food establishment is the ultimate responsible party, and the conditions under which the food establishment was leased or rented does not release the operator from the requirements of this article.
- (c) A new owner may continue to operate a food establishment without interruption from the city when the establishment is in complete compliance with this chapter. Total compliance is the basis for issuing the food establishment's permit, which must be obtained prior to opening the establishment for business. An inspection of the premises and operations can demonstrate the extent to which the food establishment is in compliance. Upon normal conditions, depending on the condition of the food establishment, many violations can be corrected within such a short period of time that an interruption of food services is unnecessary and not required.
- (d) Depending on the wear and tear (depreciation) on the establishment, the building and equipment may already be close to compliance, and it is the responsibility of the new owner to schedule an inspection from the city to determine what is required to meet current codes.

(Ord. No. 2020-O-25, § 2, 9-8-2020)

Appendix A Food Establishments Grade Card

GRADE/SCORE CARDS

Each food establishment inspection begins with 100 points. As a Code enforcement/health officer conducts an inspection, the appropriate sub-categories in the Food Establishment Inspection Report of the Texas Department of State Health Services (Texas Food Establishment Rules), will be marked. The sub-categories are assigned a specific point value based on the associated public health risk of the violation. Point value is deducted from the 100 points if violations are observed by the officer conducting the inspection. (Refer to the Texas Food Establishment Rules for a more detailed explanation of these sections.)

Beginning of the Inspection	100 points
Total points deducted	- _____
Remaining points	Grade or Score

A grade card will be issued to each food establishment with a score of seventy-six to one hundred (76 to 100) at the end of all routine inspections. The card issued will be based upon the score received on the Retail Food Establishment Inspection Report. The grading is calculated as follows:

- PART II CODE OF ORDINANCES
Chapter 33 - FOOD AND FOOD HANDLERS
Appendix A Food Establishments Grade Card

Points:

92— 100	A	Generally superior in food handling practices and overall food facility maintenance.
91— 84	B	Generally good in food handling practices and overall food facility maintenance.
83— 76	C	Generally acceptable in food handling practices and overall general food facility maintenance.
0—75	Score	Poor in food handling practices and overall general food facility maintenance.

A facility receiving a score of seventy-five (75) or below will be issued a score card and not a grade card. The score card will indicate the actual score received.

The grade or score card must remain posted until the next routine inspection, at which time the Code enforcement/health officer will issue a new grade or score card to replace the previous document issued. This replacement card must be posted as described above.

All food establishments presenting a substantial hazard to public health may be subject to closure regardless of the score received on the inspection report.

(Ord. No. 2020-O-25, § 3, 9-8-2020)

ARTICLE X. MOBILE FOOD VENDORS

Sec. 35-310. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Food hand cart means a food or drink vending station operating from a non-mechanical, movable cart that is pushed or pulled from one location to the next by hand (e.g. hot dog cart).

Food truck (stationary) means a food or drink vending station operating from a mechanical vehicle or pulled trailer at a fixed location (e.g. taco truck).

Food truck (mobile) means a food or drink vending station operating from a mechanical vehicle or pulled trailer that drives continuously, intermittently stopping for sales (e.g. ice cream truck).

Mobile food vendor means any person or entity engaged in selling or serving food or drink from a vehicle, booth or cart, including, but not limited to, operating any of the following:

- (1) Sidewalk stand; or
- (2) Food hand cart; or
- (3) Food truck (stationary); or
- (4) Food truck (mobile)

Sidewalk stand means a food or drink vending station operating from a non-mechanical booth or stand on or near the sidewalk or in the city right-of-way (e.g. lemonade stand).

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-311. General prohibition.

Except where specifically authorized by this article, mobile food vendors of any type are expressly prohibited.

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-312. Sidewalk stand.

Sidewalk stands are prohibited. There shall be an exception for temporary lemonade/soft drink sidewalk stands operated by juveniles, or a non-profit corporation, which may be operated without a permit for a single period of up to eight hours, limited to one period within one calendar month.

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-313. Food hand cart.

Food hand carts are prohibited. There shall be an exception for temporary operation for the following:

- (1) City events;

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- (2) City approved or sponsored events; and
 - (3) Private events (where admission is not open to the general public) on private property.

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-314. Food truck (stationary).

Food trucks (stationary) are prohibited. There shall be an exception for temporary operation for the following:

- (1) City events;
- (2) City approved or sponsored events; and
- (3) Private events (where admission is not open to the general public) on private property.

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-315. Food truck (mobile).

Food trucks (mobile) are prohibited.

- (1) There shall be an exception for temporary operation for the following:
 - a. pre-packaged food vendors
 - b. ice cream trucks
- (2) Food trucks (mobile) shall not stand for more than 15 minutes at any one location and may not prepare or cook food or drink items on the vehicle (pre-packaged only).
- (3) Food trucks with music or a public address system shall not exceed 65 decibels.
- (4) Food trucks may only operate from dawn until dusk, except for events with extended hours as may be expressly authorized by the city manager or designee.
- (5) Food trucks may not vend from the second lane of traffic, and may not double park or impede traffic.

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-316. Basic requirements.

The following requirements shall apply to the mobile food vendors that are specifically permitted under this article:

- (1) Permitted mobile food vendors shall operate only on a temporary basis. Temporary shall mean for eight hours or as long as the city event or city-approved event is ongoing.
- (2) There shall be no water, wastewater or electric hookups to the adjacent property.
- (3) There shall be no overnight parking or operation.
- (4) Vehicles must be marked with the vendor's name.
- (5) No detachable signage shall be permitted, except for one removable sandwich-board sign displaying product and/or pricing information.

-
- (6) All stationary food truck vendors must set out a trash can for patrons while present and must remove all trash from the premises upon departure. Vendor must not allow trash to spill over and must change out trash bags when trash can is full.
 - (7) Vendors may not set up within 300 yards of a restaurant, except with express written consent of the restaurant owner.
 - (8) The city manager is authorized to sponsor and approve events on behalf of the city. In considering approval or sponsorship for the event, the city manager shall consider the following:
 - a. The nature of the event, which must be open to the general public;
 - b. Whether the organizers are in compliance with all city, county and state laws and regulations;
 - c. Whether the organizers have the means, personnel, volunteers, and resources to have a successful event;
 - d. Past history of events by the requesting organization, or similar events by other organizations, and whether there were any health, safety, or sanitation issues; and
 - e. Such other characteristics of the event, including time of year, that may place a burden on city or local law enforcement or first responders.

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-317. Permits and health requirements.

The following requirements shall apply to the mobile food vendors that are specifically allowed under this article:

- (1) *Permits.*
 - a. All food truck vendors, mobile and stationary, must obtain a permit from the fire marshal's office. Each permit will be issued unit-by-unit only after an inspection reveals satisfactory compliance with state law and this article, as applicable. Such permits shall remain the property of the city. Permit fees shall be as prescribed by the city council.
 - b. No person shall operate or cause to be operated any food truck (mobile or stationary) which does not possess a valid permit issued by the fire marshal's office. Any person, firm, or establishment who is found to have operated or caused to be operated a food truck (mobile or stationary) without a valid mobile food truck permit shall be deemed guilty of a misdemeanor and shall, upon conviction by a court of competent jurisdiction, be assessed fines or other punishment as provided by this Code.
 - c. Such permit shall be affixed by the fire marshal or designee on the food truck in a conspicuous place where it can be viewed by patrons. A permit shall set forth the business name, license plate number, mobile food unit license number, and expiration date for said license.
 - d. Every food truck must be readily identifiable by its business name and phone number that are printed, permanently affixed, and prominently displayed on the back of the unit and on the side of the unit from which food is served, in letters not less than three inches in height.
 - e. Sidewalk stands, where allowed by this article, are exempt from permit requirements.
 - f. Food hand cart vendors, where allowed by this article, are exempt from permit requirements.
- (2) *Health regulations.* All vendors must obey and be in compliance with all state, county and city health laws and regulations. Compliance with these laws shall be a part of the city permit process.

-
- (3) *Food handling regulations.* All vendors must obey and be in compliance with all state, county and city food handling regulations.
 - (4) *Vehicle inspections.* All mobile vendors must pass a vehicle inspection from the fire marshal's office as part of the city permit process. All vendors must obey and be in compliance with the fire code and all other city codes.
 - (5) *Administrative rules.* The city manager or designee shall promulgate rules and regulations to administer the provisions of this article. Such rules and regulations shall not conflict with any applicable provisions of this Code. All rules and regulations so promulgated shall be kept on file for public inspection at the office of the city secretary. A copy of the rules and regulations shall be provided to any person upon payment of the fees prescribed by law.
 - (6) *Violation.* Anyone who intentionally, willfully, recklessly, or with criminal negligence violates this article shall, upon conviction, be guilty of a misdemeanor and shall be assessed fines or other punishment as provided by this Code.
 - (7) *Revocation of permit.* In addition to the imposition of a criminal penalty, the failure to comply with any of the provisions of this article, or any of the promulgated rules or regulations established thereunder, shall be grounds for the revocation or suspension of the permit, or the refusal to issue or renew any permit required under this Code. If requested by the permittee in writing within seven business days of notice of revocation, the city manager or designee shall hear the cause for revocation/suspension/non-renewal and determine whether the grounds for such action are justified. The city manager's (or designee's) decision shall be final. The revocation or suspension of any permit shall not prohibit the imposition of a criminal penalty, and the imposition of a criminal penalty shall not prevent the revocation or suspension of a license under this article.

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Secs. 35-318-35-329. Reserved.



CITY OF MANVEL PERMITS DEPARTMENT

20025 HIGHWAY 6 • MANVEL, TEXAS 77578

PHONE 281-489-0630 • FAX 281-489-0634

SPECIAL EVENT PERMIT APPLICATION

Event Location/Address: _____

Event Start Date: _____ Event Start Time: _____

Event End Date: _____ Event End Time: _____

Approximate Number of Persons Attending Event Per Day: _____

Name of Applicant: _____

Address: _____

City, State, Zip: _____ Phone: _____

Organization Hosting Event

Organization Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

Event Chairperson/Contact

Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

Email: _____

Property Owner Information

If any portion of the event will be held on private property (including parking), please provide the following:

Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

Email: _____

Applicant shall submit copy of letter from property owner giving written permission for event use if applicable.

Proposed Parking Locations and Number of Parking Spaces Provided:

Applicant shall submit written permission for use of parking from property owner. Parking location(s) must be indicated on the site plan.

NOTE: If any item in lines 1-8 is applicable, additional City of Manvel Ordinances may apply to each item, and must be followed to ensure the safety of this Special Event. Each ordinance can be found can be found at www.cityofmanvel.com.

1. Please circle all that apply as part of this Special Event and each must be included on the site plan:

Closing a Street	Blocking of Streets or Public Property	Loudspeakers
Tents or Canopies	Stage or Music	Sale of Merchandise
Portable Toilets	Fencing	Amusement Rides
Inflatable/Bounce houses	Cooking	Generators

For Street closures*: What streets _____ From when to when _____

**Attach detailed traffic plan to application. For road races on County roads an engineered stamped traffic plan and permit from TxDOT is required.*

For Generators: Quantity and sizes: _____

For Fencing: Location(s) and/or the positioning must be indicated on the event site plan.

For Tent(s): How many _____ Dimensions/size _____

Will the tent(s) have sides? **YES / NO** *If yes, how many sides will be closed?* _____
The size(s) and location(s) of tents, canopies or other membrane structures must be indicated on the event site plan.

2. Will food and/or beverages be available or served? **YES / NO**

3. Will Food Trucks be used? **YES / NO**

If yes, a Food Service Permit must be obtained.

Please list the Food Trucks that will be at the event.

Food Trucks will need to be registered with the City of Manvel. A list of approved Food Trucks may be obtained from the City of Manvel.

Will chaffing fuel or a fryer be utilized? **YES / NO**

Will alcohol be sold or allowed (BYOB) at this event? **SOLD / ALLOWED / NO**

If SOLD, provide a copy of *TABC Permit*.

4. If this application is for a **Run/Walk or Parade**, please include:

A) To assist in traffic safety planning, what time will the first participant leave the start line?

B) Onsite preparation and set-up begins at _____

C) Onsite registration begins at _____

D) Assembly location (Street Location) _____

E) Name of company providing registration/marketing/run timing

F) Name of Rental Company setting out barricades, event day contact name and phone number or will you use the City of Manvel: _____

G) Run/Parade Route, including starting point and disbanding area _____

H) Estimated number of participants/people in the run/parade _____

I) Number of vehicles/floats _____

J) Amount of space between parade units (ft.) _____

K) Other types of participants (example: animals, etc.) _____

L) Route Map – Attach required map to application

5. If the event will impact surrounding property owners, notice must be sent to abutting property owners at least two (2) weeks before the event date. A sample notification letter is available at the Special Event Permits page. Date notice provided to abutting property owners: ____/____/____

6. Will signs/banners be utilized for the event? **YES / NO**

If yes, please submit a list of signage sizes and locations. Signage must be indicated on the event site plan and adhere to the City of Manvel sign ordinance.

7. Will amusement rides/bounce house(s) be used in conjunction with the event? **YES / NO**

If yes, the location(s) must be indicated on the event site plan. Proof of Insurance must be provided no later than 10 business days before event for permit approval. **Rides and/or attractions associated at special events shall conform with the statutory rules and regulations set forth in Chapter 21. Article 21.53 of the Texas Insurance Code, designated the Amusement Ride Safety Inspection and Insurance Act, as amended. **Certificates of Inspection** and copies of inspection reports will be required. From time to time a question arises concerning whether a ride is subject to the requirements of the Texas Amusement Ride Safety Inspection and Insurance Act. (The Act lists rides that are included and excluded, but there are still instances where questions arise.) In those cases, the City of Manvel's position is that the ride is included unless the applicant can provide written documentation from the Texas Department of Insurance (TDI) that the specific ride(s) have been reviewed and determined not to fall under the Act. It is the Applicant's responsibility to provide a written TDI opinion exempting that specific ride(s).

8. Will animals (other than pets on a leash) be used in conjunction with the event? **YES / NO**

If yes, what kind and how many? _____

The location(s) must be indicated on the event site plan. A hand washing station must be provided and indicated on the site plan for permit approval.

9. Explain how sanitation will be handled by the event. How will this event dispose of trash? If a service is contracted, you must use whichever company has a franchise agreement with the city.

Prior to permit approval, submittal of the following items is required:

- 1) Written authorization granting Applicant permission to submit this permit application on behalf of event host
- 2) Written permission from property owner for use of private property
- 3) Detailed Event Site Plan with all applicable items noted in this application
- 5) Copy of notification letter and a list of addresses notified
- 6) Payment of non-refundable Permit application Fees

In the event the City determines, upon review of this application, that this special event requires the special attention and involvement of the City personnel or facilities, the City shall so notify the applicant. In such event, prior to the issuance of a permit for this special event, the applicant shall pay to the City the cost estimated for policing, closure of roadways, and applicable fees, along with any required Clean - Up Deposit and Surety Bond. Should actual costs for policing and cleaning exceed the estimated amount, the applicant agrees to pay any additional costs to the City incurred as a result of the special event within five (5) days of the date upon which the City informs the applicant of the amount of such additional costs.

I, the undersigned, hereby confirm that the information stated above is true and correct to the best of my knowledge.

Signature of Applicant

Date

I, THE UNDERSIGNED APPLICANT, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF MANVEL, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ALL CLAIMS OF LIABILITY AND CAUSES OF ACTION RESULTING FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE SPECIAL EVENT.

Signature of Applicant

Date

By signature, Assistant City Manager or City Manager (Appeals Only) approves this event subject to the above requirements:

Signature of City Manager

Date



CITY OF MANVEL
FIRE MARSHAL'S OFFICE
INSPECTIONS * INVESTIGATIONS
20025 Hwy 6 Manvel, TX 77578
(281) 489-0630 Fax (281)-498-0634



Temporary Booth, Membrane Structures and Tents Permit Application

Date: _____

Business/Property Owner Name: _____ Phone: _____

Business/Property Owner Address: _____

Installing Company's Name: _____ Phone: _____

Installing Company's Email Address: _____

Site plan depicting all tents, temporary membrane structures, existing buildings and property line setbacks shall accompany application.

Certificates of Flame Resistance shall accompany application.

Portable Fire Extinguishers and Occupant Load shall be displayed within temporary membrane and/or tent.

Each Temporary Booth, Membrane Structures and Tents must have required Fire Extinguisher(s).

Install Date: _____

Removal Date: _____

Date and Time of Display: _____

Alternate Date and Time of Display: _____

Give a description as to what activities will be held within and/or under the temporary membrane and/or tent:

Booth Description (Check as many that apply):

☐ Cooking Fried Foods ☐ Cooking BBQ Pit

☐ Cooking Other: _____

☐ Open Flames ☐ Portable Heating ☐ Gas ☐ Electric ☐ Liquid

Describe Open Flame:

☐ Portable Generator ☐ Lighting ☐ Fixed Wiring ☐ Liquid Fuel

Fire Code Requirements:

Fire Extinguisher Type

☐ 10 lb. ABC (4A 60BC)

☐ Class K (for frying)

☐ 2 ½ Gallon Water (2A)

NOTE: Each Fire Extinguisher must have a current State of Texas inspection tag. BBQ Pit's must be at least 10' away from any building. Hot coals must be disposed of properly.

Plan Review or Permit Fee	50% of the total permit cost	
Temporary Membrane Structures	\$250.00	
Tent & Canopy 201 to 300 square feet	\$50.00	
Tent & Canopy 301 to 600 square feet	\$75.00	
Tent & Canopy 601 to 1,000 square feet	\$100.00	
Tent & Canopy over 1,001 square feet	\$150.00	
Total Permit Cost		

I have reviewed and fully understand the above regulations for temporary booth/ vendors. I agree that failure to comply will result in the closing of temporary vending operations.

Contractor's Signature/Applicant Name (Please Print) _____

Contractor's/Applicant Signature _____

Created: May 2022

Reviewed: June 2022

Approved: July 2022 by Joe Murray, Fire Marshal



MOBILE FOOD UNIT INFORMATION PACKET



TFER 228.2(85) Mobile Food Unit (MFU) - A vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to, trailers and push carts) and used to store, prepare, display, serve, or sell food. Mobile units must completely retain their mobility at all times. A Mobile Food Unit does not mean a stand or a booth. A Mobile Food Unit operating in the City must have on site at least one food employee who possesses a food manager certification. Tents are only allowed in the City of Manvel for a Special Event or Temporary Activity in which a Special Event Permit is required.

- Application and payment for a Mobile Food Unit Permit must first be processed at the Permit Office prior to contacting the Fire Marshal's Office to schedule an appointment for inspection's with the Fire Marshal's Office.

**Permit Department
City Hall
20025 Hwy 6
Manvel, Texas 77578
281.489.0630 X0**

**Fire Marshal's Office/Code Enforcement
20025 Hwy 6
Manvel, Texas 77578
281.489.0630 X3**

Permit Application and Inspection Requirement Information

- Mobile Food Unit License Application and Fee paid to Permits Office
- Valid Texas Driver's License must be provided for the Mobile Unit Driver
- Valid Insurance showing proof that the Mobile Unit Driver is covered
- Proof of Commissary
- Proof of a Certified Food Manager, and Food Handler's certification(s) for *all* employees
- Proof of current registration-(Mobile Unit/Trailer)
- Readable VIN(Vehicle Identification Number) on Vehicle that matches registration

Mobile Units must be inspected by a Manvel Health Officer, and will require an inspection by a Fire Marshal: Please call the Fire Marshal's Office to make an appointment for inspection at 281.489.0630. X3.

Submittal of all paperwork must be done at time of application being submitted to the City of Manvel along with payment. Once the Mobile Food Unit has passed requisite inspections, a medallion will be issued to the unit; which will expire December 31st of the year of issuance.



Mobile Food Unit Inspection Criteria



Health Safety

A Fire Marshal and Health Inspection must be passed prior to a Permit being issued

- Working Head Lights, Tail Lights and Brake Lights
- Working Horn
- Readable VIN number on Vehicle that matches Vehicle Registration.
- Current Trailer registration if applicable
- Working cold hold coolers - (if applicable) Cold food 41°F (5°C) or less
- Working hot hold areas - (if applicable) Hot food 135 F (57.2 C) or greater
- Manual Ware-washing; 3-compartment sink requirements: wash, rinse, and sanitize
- At least one hand-washing station set up correctly with soap and paper towels with hot water available
- Single-service articles only for use by the consumer
- Backup Thermometers in cold hold coolers and/or freezer
- Employees must wear hair restraint - {ex; hats hairnets}
- Employees must wear gloves while handling "Ready to Eat Food Items"
- Menu of all food items to be sold
- Business name, printed, permanently affixed and prominently displayed upon at least two (2) sides of such unit, in letters not less than three(3) inches in height. *If the vendor is not a drivable Mobile Food Unit, then a banner or sign attached will be acceptable.*

Fire Safety

- A proper, tagged Fire Suppression System is required for a Mobile Food Unit when food cooking equipment is present, and must meet the specific needs of each Mobile Food Unit.
- Portable, currently inspected fire extinguisher(s) must be properly mounted, and of the proper type and size – A Class -K extinguisher is required to be mounted towards the door. A Class 3-A:40-B:C; is required when cooking equipment is present, which should be mounted towards the door. If both types are required, they should be installed in a manner which will prevent confusion between the two during an emergency.
- Minimum 16" between any fryer and surface flames.
- LP/Propane cylinder properly secured, stored away from trash, and not kept in the passenger area.
- Proper hose to pipe LP/Propane gas.
- No Smoking sign posted.
- Extension cords used properly.
- Trash free from flammables.

*Please contact the Fire Marshal's Office about the Fire Suppression system requirements, or for any other questions related to fire safety at **281.489.0630 X3***



MOBILE FOOD UNIT OPERATING GUIDELINES



- Per the Texas Food Establishment Rules (TFER), a mobile food unit must remain readily movable, as defined in Sec. 228.221 (a) (3). Food Trucks and Trailer Units are not meant to be permanent fixtures, and must retain their ability to be readily moved at all times. Trailer units requiring a vehicle for transportation, will require the vehicle to be available and present at the location where the unit is operating; and all appropriate transportation equipment should remain available and ready for use at all times.
- Per the City of Manvel Ordinances Mobile Food Units are ONLY allowed with Permits and ONLY at City approved events.

Texas Food Establishment Rules



**Texas Department of State Health Services
Division for Regulatory Services
Environmental and Consumer Safety Section
Policy, Standards, and Quality Assurance Unit
Public Sanitation and Retail Food Safety Group**

October 2015

Texas Food Establishment Rules

25 TAC §§228

Texas Department of State Health Services
Division for Regulatory Service
Environmental and Consumer Safety Section
Policy Standards and Quality Assurance Unit
Public Sanitation and Retail Food Safety Group
P.O. Box 149347, MC 1987
Austin, TX 78714-9347

Effective Date: October 11, 2015

Texas Administrative Code

TITLE 25 PART 1
CHAPTER 228
SUBCHAPTER H
RULE §228.221

HEALTH SERVICES
DEPARTMENT OF STATE HEALTH SERVICES
RETAIL FOOD
REQUIREMENTS APPLICABLE TO CERTAIN
ESTABLISHMENTS Mobile Food Units

(a) Mobile Food Unit provisions.

(1) General. Except as otherwise provided in this paragraph and in paragraph (2) of this subsection, the regulatory authority may impose additional requirements to protect against health hazards related to the conduct of the food establishment as a mobile operation, may prohibit the sale of some or all time/temperature control for safety (TCS) food, and when no health hazard will result, may waive or modify requirements of this rule relating to physical facilities, except those requirements as specified in paragraphs (7) and (8) of this subsection; subsection (c)(1)(A) - (E) of this section and §§228.71 - 228.75 of this title. The regulatory authority shall require a Mobile Food Unit operator to demonstrate that the vehicle is readily moveable.

(2) Restricted operation. Mobile Food Units that serve only food that is prepared, packaged in individual servings, transported and stored under conditions meeting the requirements of this chapter, or beverages that are non-time/temperature control for safety (NTCS) food and are dispensed from covered urns or other protected equipment, need not comply with the requirements of this chapter relating to the necessity of water and sewage systems nor to those requirements relating to the cleaning and sanitization of equipment and utensils if the required equipment for cleaning and sanitization exists at its central preparation facility.

(3) Readily moveable. The regulatory authority prohibits alteration, removal, attachments, additions, placement or change in, under, or upon the Mobile Food Unit that would prevent or otherwise reduce ready mobility. A regulatory authority may require a Mobile Food Unit to come, on an annual basis or as often as required, to a location designated by the regulatory authority as proof that the Mobile Food Unit is readily moveable.^{Pf}

(4) Initial Permitting Inspection. The regulatory authority shall require a Mobile Food Unit to come to a location designated by the authority. The mobile unit must be totally operable at time of inspection, including but not limited to handwash/warewash facilities, refrigeration and wastewater disposal. Required documentation to have available includes:

(A) Certified Food Manager Certification.^{Pf}

(B) Central Preparation Facility Authorization (if required). A signed letter of authorization is required, to verify facility use, if the Central Preparation Facility is not owned by the mobile unit operator.

(C) Central Preparation Facility Inspection Report. A copy of the most current health inspection of the central preparation facility must be maintained on the mobile unit at all times.

(D) Servicing Area Authorization. A signed letter of authorization may be required by the regulatory authority to verify service area use, if the servicing area is not owned by the mobile unit operator.

(E) Menu of all food items to be sold.

(5) Single-service articles. Mobile Food Units shall provide only single service articles for use by the consumer.

(6) Equipment, numbers and capacities.

(A) Cooling, heating, and holding capacities. Equipment for cooling and heating food, and holding cold and hot food, shall be sufficient in number and capacity to provide food temperatures as specified under Subchapter C of this chapter.^{Pf}

(B) Manual warewashing, sink compartment requirements.^{Pf}

(i) A sink with at least three compartments shall be provided for manually washing, rinsing, and sanitizing equipment and utensils as specified in §228.107(b)(1) of this title.^{Pf}

(ii) Sink compartments shall be large enough to accommodate immersion of the largest equipment and utensils as specified in 228.107(b)(2) of this title.^{Pf}

(C) At least one handwashing sink shall be available for convenient use by employees and properly provisioned in accordance with 228.175(b) - (c) of this title.^{Pf}

(7) Mobile water system materials, design, and operation. Mobile Food Unit water systems shall meet the requirements of §228.149(f) of this title.

(8) Mobile Food Unit tank inlet. A Mobile Food Unit's water tank inlet shall be:

(A) 19.1 mm (3/4 inch) in inner diameter or less; and

(B) Provided with a hose connection of a size or type that will prevent its use for any other service.

(C) Fill hose and water holding tank shall be labeled as "Potable Water."

(9) Sewage and other liquid waste.

(A) Waste retention. If liquid waste results from operation of a Mobile Food Unit, the waste shall be stored in a permanently installed retention tank.

(B) Capacity and drainage. A leak-proof sewage holding tank in a Mobile Food Unit shall be:

(i) sized at least 15% larger in capacity than the water supply tank; and

(ii) sloped to a drain that is 25 millimeters (1 inch) in inner diameter or greater, equipped with a shut-off valve.

(C) All connections on the vehicle for servicing the Mobile Food Unit waste disposal facilities shall be of a different size or type than those used for supplying potable water to the Mobile Food Unit.

(D) Discharge liquid waste shall not be discharged from the retention tank while the Mobile Food Unit is in motion.^P

(E) Flushing a waste retention tank. A tank for liquid waste retention shall be thoroughly flushed and drained in a sanitary manner.^P

(F) Removing Mobile Food Unit wastes. Sewage and other liquid wastes shall be removed from a Mobile Food Unit at an approved waste servicing area or by a sewage transport vehicle in such a way that a public health hazard or nuisance is not created.^P

(G) Liquid waste holding tank shall be labeled as "waste water"

(10) Mobile Food Unit water and wastewater exemption.

(A) A roadside vendor that sells only prepackaged food is exempt from the requirements of this chapter relating to water and wastewater.

(B) A Mobile Food Unit that prepares food requiring no water for operations and no hand contact with food is exempt from the requirements of this chapter relating to water and wastewater if the required cleaning and sanitization equipment exist at its central preparation facility. Chemically treated towelettes for handwashing may be used as specified in §228.147(a)(3) of this title.^P

(11) Toilet rooms, convenience and accessibility. Toilet rooms shall be conveniently located and accessible to employees during all hours of operation.

(b) Central preparation facility.

(1) Supplies, cleaning, and servicing operations. Mobile Food Units shall operate from a central preparation facility or other fixed food establishment and shall report to such location daily for supplies and for cleaning and servicing operations.

(2) Construction. The central preparation facility or other fixed food service establishment, used as a base of operation for Mobile Food Units, shall be constructed and operated in compliance with the requirements of Subchapter F of this chapter.

(c) Servicing area and operations.

(1) Protection.

(A) A Mobile Food Unit servicing area shall include at least overhead protection for any supplying, cleaning, or servicing operation. Those areas used only for the loading of water and/or the discharge of sewage and other liquid waste, through the use of a closed system of hoses, need not be provided with overhead protection.

(B) Within the servicing area, the location provided for the flushing and drainage of liquid wastes shall be separate from the location provided for potable water servicing and for the loading and unloading of food and related supplies.^P

(C) A servicing area will not be required where only packaged food is placed on the Mobile Food Unit or where Mobile Food Units do not contain waste retention tanks.

(D) The surface of the servicing area shall be constructed of a smooth nonabsorbent material, such as concrete or machine-laid asphalt and shall be maintained in good repair, kept clean, and be graded to drain.

(E) Potable water servicing equipment shall be installed in the servicing area according to the Plumbing Code and shall be stored and handled in a way that protects the water and equipment from contamination.^P

(2) Construction exemption. The construction of the walls and ceilings of the servicing area is exempted from the provisions of §228.173(a) of this title.

Source Note: The provisions of this §228.221 adopted to be effective October 11, 2015, 40 TexReg 6901



Permit Department

City of Manvel

20025 Hwy 6

Manvel, Texas 77578

Phone: 281.489.0630 | Fax: 281.489.0634

www.citymanvel.com

Permit #: _____

Mobile Food Unit Application

Business/Mobile Name: _____		Phone #: _____	
Commissary Name _____		Address: _____	
Phone Number: _____			
Owner: ☐ Individual ☐ Firm ☐ Corporation ☐ Partnership			
Name(s) of Owner(s) _____		Address: _____	
_____		Phone #: _____	
_____		_____	
Operator's Name: _____		Phone #: _____	
Type of License: ☐ New Business ☐ Renewal ☐ Change of Owner/Operator		Emergency and Alternate Contact Information: Name: _____ Phone Number: _____ Name: _____ Phone Number: _____	
Name of Service location: _____		Vehicle Make: _____	
Address of location: _____		Model: _____	
Insurance Information		Vin #: _____	
Company Name: _____		License #: _____	
Policy Number: _____		Operators DL Number: _____	
Expiration Date: _____		State: _____	
Health Officer: _____		Approved Date: _____	
A Copy of the Food Managers Certificate and a Drivers License is required. If Food Manager Certificate is not current, receipt for renewal or registration is required.			
As of this date this vehicle does meet the minimum standards of sanitation prescribed for mobile food units. This application should be presented at the office of the City Health Officer at 20025 Hwy 6, or mailed to 20025 Hwy 6., Manvel, TX 77578 with appropriate application fee. Failure to obtain license will result in immediate cessation of all food services. License is valid for the calendar year issued and expires on Dec. 31 st of the year issued. Permit Renewal is due no later than Jan. 1 st .			
FEE SCHEDULE			
MOBILE UNIT\$200.00			
Each Additional unit from same establishment.....\$200.00			

Document Check List →

Valid TDL for Driver(s) → ☐

Valid Ins. each driver → ☐

Proof of Commissary → ☐

Food Handler cert(s) → ☐

Current Registration → ☐

VIN on Vehicle → ☐

Gas / Water (if app) → ☐

Revised 01.11.2019