

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

LARRY AKERY, COUNCIL PLACE 1
DAVID LANDS, COUNCIL PLACE 2
HARRY OPLIGER, COUNCIL PLACE 3
ED PERRY, COUNCIL PLACE 4
CRYSTAL SARMIENTO, COUNCIL PLACE 5
JEROME HUDSON, COUNCIL PLACE 6



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

**NOTICE OF A CITY COUNCIL MEETING
OF THE CITY OF MANVEL
January 2, 2024**

**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.

CITY OF MANVEL MISSION STATEMENT

"The City of Manvel will continue to be a unique, vibrant, growth-managed community that will meet the needs of its citizens through the efforts of local government and civic-minded individuals by promoting well-planned development, cost-effective professional management, and competent and responsive municipal services."

Workshop Session

Update by Joe Morrow on debt issuance for the wastewater regional facilities, streets, and sidewalk improvements.

Executive Session

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

Discuss the performance review structure for the City Manager and City Attorney

Regular Session

Call To Order

Invocation

Inspirational Reading - Councilmember 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.

Presentations

Recognition of Manvel seventh-grader Anaiah Hodges for being one of three contestants representing Texas on Season 12 of the Food Network's "Kids Baking Championship"

Recognition of the Second-Annual City of Manvel Holiday Art Contest Winners:

Kindergarten - 5th Grade Winner - Kira Davis

6th - 8th Grade Winner - Annaliese Murphy

9th - 12th Grade Winner - London Lyons

Public Comments: "Comment Card" Required

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

City Manager Update

Update on current events and city issues.

Consent Agenda

1. Acceptance of the meeting minutes to date.

Items Removed from Consent Agenda

Regular Agenda

1. Consideration and possible action to approve the Amendment to bond counsel engagement between the City of Manvel and Allen Boone Humphries Robinson LLP. and authorize the City Manager to execute the agreement.
2. Consideration and possible action to approve the Commercial Earnest Money Contract for the City of Manvel to sell and convey unto Brazoria County Emergency Services District No. 3 being the 1.5 acre Rodeo Palms Public Safety Site and authorize the City Manager to execute all documents needed to make the conveyance.
3. Consideration and possible action to approve Ordinance 2024-O-02
AN ORDINANCE AMENDING ORDINANCE NO. 2023-O-32 AMENDING THE CITY FISCAL YEAR 2024 BUDGET ENDING SEPTEMBER 30, 2024, BY AMENDING THE CAPITAL PROJECTS FUND BUDGET TO ACCOUNT FOR ADDITIONAL FUNDS NEEDED FOR THE ELEVATED STORAGE TANK PROJECT. DIRECTING THE BUDGET OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET WITH THE CITY SECRETARY AND WITH THE OFFICE OF THE BRAZORIA COUNTY CLERK AND PROVIDING THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

4. Consideration and possible action to approve the first of two readings of Ordinance 2024-O-04;
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 56, *SOLID WASTE*, BY AMENDING THE PROVISIONS PERTAINING TO ROLL-OFF SERVICES AND THE COLLECTION OF SOLID WASTE; PROVIDING FOR REGISTRATION, TERMS AND CONDITIONS, AND FEE FOR NON-FRANCHISED ENTITIES PROVIDING ROLL- OFF SERVICES; 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 OR CITY POLICIES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.
5. Consideration and possible action to approve the First Amendment to the Exclusive Franchise Agreement for the collection, hauling, recycling, and disposal of municipal solid waste, construction and demolition waste, and recyclable materials in the City of Manvel, Texas and authorize the City Manager to execute the agreement.
6. Consideration and possible action to approve the first of two readings of Ordinance 2024-O-05
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.

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 December 29, 2023, 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



Contacts

Joe Morrow

Managing Director

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Houston, Texas 77002

713.654.8690 Tel

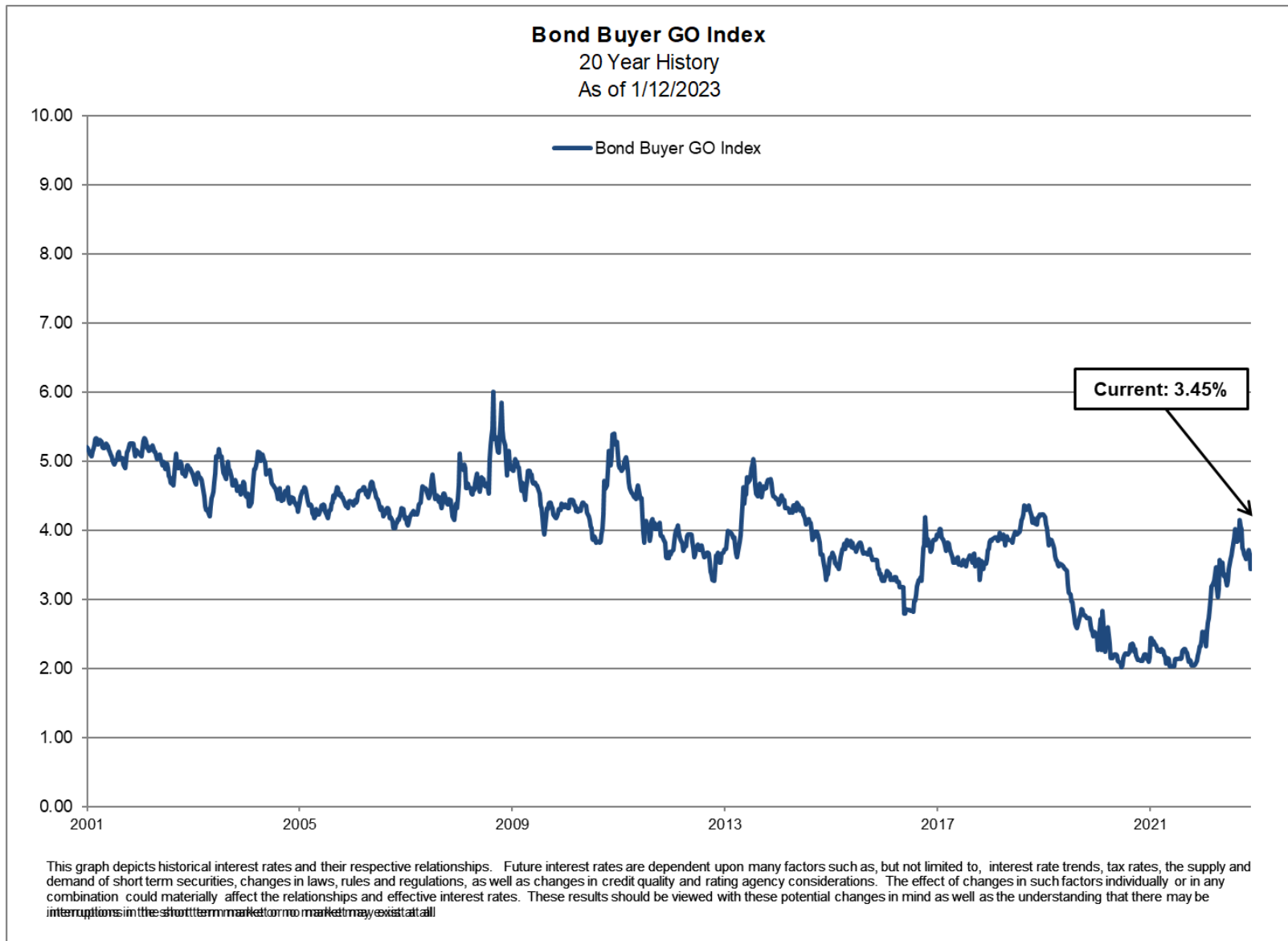
Joe.Morrow@hilltopsecurities.com

January 2, 2024

City of Manvel

2024 Water Reclamation Facility and Street Funding

Historical Interest Rates



Debt Issue Assumptions

Net Taxable Value for 2023 Tax Year is \$2,022,942,450.

TIRZ # 3 Value is subtracted as revenue is pledged to other projects resulting in a value used of \$1,717,038,068.

Tax Collections at 98.50% of Levy.

Interest earnings on Debt Service Fund balance at 4.00%.

Interest Rate on debt for 2024 issue is current market as of December 17, 2023.

Debt Tax Rate: Current \$0.20761 – Used as not to exceed rate.

Growth in Net Taxable Value used allowed to grow at 10% a year for 5 years.

Term – 30 years from issuance. First Principal payment in 2027 fiscal year.
Final Principal Payment in 2053 fiscal year.

Debt Issue For Water Reclamation Facility - Repayment

- ❑ Manvel Economic Development Corporation
 - ❑ \$1,000,000 per year for economic development purposes starting this year.
 - ❑ Amount may decrease over time as facility usage grows.
- ❑ Transfer of Wastewater Impact Fees
 - ❑ Transfer of \$500,000 per year starting in fiscal 2025.
 - ❑ Amount may increase or decrease over time as fees subject to change every 5 years and payments.
- ❑ Transfer from existing utility operations
 - ❑ Transfer of \$325,000 per year starting in fiscal 2025.
 - ❑ Expect amount will increase over time.
- ❑ Total From System Growth
 - ❑ Transfer of \$300,000 per year starting in fiscal 2027.
 - ❑ Growth of 625 accounts at \$40 per month revenue will cover.
- ❑ Ad valorem Tax Revenue
 - ❑ Transfer of \$315,000 per year starting in fiscal 2028.
 - ❑ May not be required if system growth exceeds estimates.
 - ❑ Will not increase tax rate above current rate.

Debt Issue For Street - Repayment

- ❑ Initial payments from Street Repair Fund through fiscal 2026.
- ❑ Ad Valorem Tax Rate takes over in fiscal 2027. No increase above current rate.

Disclosure

This communication is intended for issuers for educational and informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product or service. Financial transactions may be dependent upon many factors such as, but not limited to, interest rate trends, tax rates, supply, change in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of such changes in such assumptions may be material and could affect the projected results. Any outcome or result Hilltop Securities, or any of its employees, may have achieved on behalf of our clients in previous matters does not necessarily indicate similar results can be obtained in the future for current or potential clients. Hilltop Securities makes no claim the use of this communication will assure a successful outcome.

This communication is intended for institutional use only. For additional information, comments or questions, please contact Hilltop Securities.

CITY OF MANVEL, TEXAS
Tax Impact Analysis - \$50,000,000 to Construction

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	
Tax Year	Projected Assessed Valuation ⁽¹⁾	Proj I&S Tax Rate	Fiscal Year/ Tax Cycle Ended 9/30	I&S Beginning Fund Balance	Tax Collections 98.5%	Interest Income 4.00%	Tax Transfer WRF Debt	Transfer for S2024 Street Debt	WRF Debt Payment				Total Funds Available	Existing GO Debt Service	Debt Expenses ⁽²⁾	2/15/2024 30 Yr Term Debt Service ⁽³⁾	2/15/2024 30 Yr Term Debt Service ⁽³⁾	Total Debt Service	I&S Ending Fund Balance	I&S Balance As a % of Next Years D/S	
									Transfer From MEDC	Transfer From Wastewater Impact Fee	Transfer From W&S	W&S Revenue Growth									
2023	\$ 1,717,038,068	0.20761	2024	\$ 417,684	\$ 3,511,221	\$ 16,707		\$ 226,000	\$ 903,250				\$ 5,074,862	\$ 3,829,748	\$ 6,000	\$ 903,250	\$ 226,000	\$ 4,964,998	\$ 109,865	1.80%	
2024	1,888,741,875	0.20761	2025	109,865	3,862,318	4,395		433,200	1,000,000	500,000	325,000	-	6,234,777	3,823,913	6,000	1,806,500	452,000	6,088,413	146,365	2.41%	
2025	2,077,616,062	0.20761	2026	146,365	4,248,609	5,855		31,500	1,000,000	500,000	325,000		6,257,329	3,806,543	6,000	1,806,500	452,000	6,071,043	186,286	2.99%	
2026	2,285,377,669	0.18599	2027	186,286	4,186,808	7,451			1,000,000	500,000	325,000	300,000	6,505,545	3,557,555	6,000	2,055,125	608,000	6,226,680	278,865	4.20%	
2027	2,513,915,435	0.18167	2028	278,865	4,498,477	11,155	315,000		1,000,000	500,000	325,000	300,000	6,913,497	3,550,893	6,000	2,466,500	609,750	6,633,143	280,355	4.23%	
2028	2,765,306,979	0.16504	2029	280,355	4,495,532	11,214	315,000		1,000,000	500,000	325,000	300,000	6,912,102	3,546,713	6,000	2,466,125	611,000	6,629,838	282,264	4.27%	
2029	2,765,306,979	0.16469	2030	282,264	4,485,906	11,291	315,000		1,000,000	500,000	325,000	300,000	6,904,461	3,536,385	6,000	2,464,000	611,750	6,618,135	286,326	4.33%	
2030	2,765,306,979	0.16448	2031	286,326	4,480,051	11,453	315,000		1,000,000	500,000	325,000	300,000	6,902,830	3,530,310	6,000	2,465,000	612,000	6,613,310	289,520	4.38%	
2031	2,765,306,979	0.16413	2032	289,520	4,470,644	11,581	315,000		1,000,000	500,000	325,000	300,000	6,896,745	3,521,200	6,000	2,464,000	611,750	6,602,950	293,795	4.45%	
2032	2,765,306,979	0.16401	2033	293,795	4,467,482	11,752	315,000		1,000,000	500,000	325,000	300,000	6,898,028	3,518,804	6,000	2,465,875	611,000	6,601,679	296,349	4.59%	
2033	2,765,306,979	0.15866	2034	296,349	4,321,722	11,854	315,000		1,000,000	500,000	325,000	300,000	6,754,925	3,375,034	6,000	2,465,500	609,750	6,456,284	298,641	4.63%	
2034	2,765,306,979	0.15840	2035	298,641	4,314,576	11,946	315,000		1,000,000	500,000	325,000	300,000	6,750,163	3,369,675	6,000	2,467,750	608,000	6,451,425	298,738	4.64%	
2035	2,765,306,979	0.15817	2036	298,738	4,308,288	11,950	315,000		1,000,000	500,000	325,000	300,000	6,743,975	3,360,794	6,000	2,467,500	610,625	6,444,919	299,057	4.82%	
2036	2,765,306,979	0.14958	2037	299,057	4,074,429	11,962	315,000		1,000,000	500,000	325,000	300,000	6,510,448	3,126,247	6,000	2,464,750	612,500	6,209,497	300,951	4.85%	
2037	2,765,306,979	0.14942	2038	300,951	4,069,821	12,038	315,000		1,000,000	500,000	325,000	300,000	6,507,811	3,125,413	6,000	2,464,375	608,750	6,204,538	303,273	5.72%	
2038	2,765,306,979	0.11608	2039	303,273	3,161,756	12,131	315,000		1,000,000	500,000	325,000	300,000	5,602,160	2,221,331	6,000	2,466,125	609,375	5,302,831	299,329	5.64%	
2039	2,765,306,979	0.11619	2040	299,329	3,164,771	11,973	315,000		1,000,000	500,000	325,000	300,000	5,601,073	2,224,456	6,000	2,464,875	609,250	5,304,581	296,492	5.83%	
2040	2,765,306,979	0.10796	2041	296,492	2,940,759	11,860	315,000		1,000,000	500,000	325,000	300,000	5,374,110	2,002,456	6,000	2,465,500	608,375	5,082,331	291,779	5.74%	
2041	2,765,306,979	0.10809	2042	291,779	2,944,227	11,671	315,000		1,000,000	500,000	325,000	300,000	5,372,677	2,002,656	6,000	2,462,875	611,625	5,083,156	289,521	5.70%	
2042	2,765,306,979	0.10793	2043	289,521	2,939,779	11,581	315,000		1,000,000	500,000	325,000	300,000	5,365,880	2,000,856	6,000	2,466,750	609,000	5,082,606	283,274	5.57%	
2043	2,765,306,979	0.10803	2044	283,274	2,942,493	11,331	315,000		1,000,000	500,000	325,000	300,000	5,362,098	2,002,056	6,000	2,466,875	610,500	5,085,431	276,667	5.44%	
2044	2,765,306,979	0.10801	2045	276,667	2,941,990	11,067	315,000		1,000,000	500,000	325,000	300,000	5,354,723	2,001,056	6,000	2,463,250	611,000	5,081,306	273,417	5.38%	
2045	2,765,306,979	0.10806	2046	273,417	2,943,297	10,937	315,000		1,000,000	500,000	325,000	300,000	5,352,651	2,002,856	6,000	2,465,625	610,500	5,084,981	267,669	5.27%	
2046	2,765,306,979	0.10798	2047	267,669	2,941,186	10,707	315,000		1,000,000	500,000	325,000	300,000	5,344,562	2,002,256	6,000	2,463,750	609,000	5,081,006	263,556	5.18%	
2047	2,765,306,979	0.10796	2048	263,556	2,940,558	10,542	315,000		1,000,000	500,000	325,000	300,000	5,339,656	1,999,256	6,000	2,467,375	611,375	5,084,006	255,650	5.03%	
2048	2,765,306,979	0.10799	2049	255,650	2,941,412	10,226	315,000		1,000,000	500,000	325,000	300,000	5,332,288	2,003,856	6,000	2,466,250	607,625	5,083,731	248,557	4.89%	
2049	2,765,306,979	0.10798	2050	248,557	2,941,205	9,942	315,000		1,000,000	500,000	325,000	300,000	5,324,704	2,003,525	6,000	2,465,250	607,750	5,082,525	242,179	4.77%	
2050	2,765,306,979	0.10800	2051	242,179	2,941,739	9,687	315,000		1,000,000	500,000	325,000	300,000	5,318,605	2,000,306	6,000	2,464,125	611,500	5,081,931	236,674	4.66%	
2051	2,765,306,979	0.10786	2052	236,674	2,937,989	9,467	315,000		1,000,000	500,000	325,000	300,000	5,309,130	1,999,200	6,000	2,467,500	608,875	5,081,575	227,555	7.39%	
2052	2,765,306,979	0.03413	2053	227,555	929,594	9,102	315,000		1,000,000	500,000	325,000	300,000	3,291,251	-	6,001	2,465,125	609,875	3,081,001	210,250		
Total					\$ 111,306,953	\$ 324,826	\$ 8,190,000	\$ 690,700							\$ 86,107,967	\$ 70,674,000	\$ 17,600,500	\$ 169,499,850			

(1) Projected Assessed Valuation assumes 10% of growth through Tax Year 2029. Value for 2023 is the certified value adjusted for the \$305,904,382 of value in the TIRZ 3 for Meridiana.

(2) Debt Expenses are the proposed paying agent fees \$750 per issuance

(3) Proposed Debt Service assumes a market interest rate of 4.12% TIC on the bonds as of 12/18/2023.

(4) 2023 I&S Tax Rate.

(5) The Tax Year 2023 I&S Beginning Fund Balance provided by the City.

CITY OF MANVEL, TEXAS																			
Tax Impact Analysis - \$40,000,000 to Construction																			
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	
Tax Year	Projected Assessed Valuation ⁽¹⁾	Proj I&S Tax Rate	Fiscal Year/ Tax Cycle Ended 9/30	I&S Beginning Fund Balance	Tax Collections 98.5%	Interest Income 4.00%	Tax Transfer WRF Debt	WRF Debt Payment				Total Funds Available	Existing GO Debt Service	Debt Expenses ⁽²⁾	Series 2024 \$ 40,000,000 4.12%		Total Debt Service	I&S Ending Fund Balance	I&S Balance As a % of Next Years D/S
								Transfer From MEDC	From Wastewater Impact Fee	Transfer From W&S	W&S Revenue Growth				2/15/2024 30 Yr Term Debt Service ⁽³⁾	2015/2024 30 Yr Term Debt Service ⁽³⁾			
2023	\$ 1,717,038,068	0.20761	2024	\$ 417,684	\$ 3,511,221	\$ 16,707	\$ -	\$ 903,250				4,848,862	\$ 3,829,748	\$ 6,000	\$ 903,250	\$ 4,738,998	\$ 109,865	1.95%	
2024	1,888,741,875	0.20659	2025	109,865	3,843,422	4,395		1,000,000	500,000	325,000	-	5,782,682	3,823,913	6,000	1,806,500	5,636,413	146,269	2.60%	
2025	2,077,616,062	0.18696	2026	146,269	3,825,964	5,851		1,000,000	500,000	325,000	-	5,803,083	3,806,543	6,000	1,806,500	5,619,043	184,041	3.28%	
2026	2,285,377,669	0.15884	2027	184,041	3,575,706	7,362		1,000,000	500,000	325,000	300,000	5,892,108	3,557,555	6,000	2,055,125	5,618,680	273,428	4.54%	
2027	2,513,915,435	0.15692	2028	273,428	3,885,616	10,937	315,000	1,000,000	500,000	325,000	300,000	6,294,982	3,550,893	6,000	2,466,500	6,023,393	271,589	4.51%	
2028	2,765,306,979	0.14250	2029	271,589	3,881,415	10,864	315,000	1,000,000	500,000	325,000	300,000	6,288,868	3,546,713	6,000	2,466,125	6,018,838	270,031	4.50%	
2029	2,765,306,979	0.14212	2030	270,031	3,871,035	10,801	315,000	1,000,000	500,000	325,000	300,000	6,276,867	3,536,385	6,000	2,464,000	6,006,385	270,482	4.51%	
2030	2,765,306,979	0.14189	2031	270,482	3,864,929	10,819	315,000	1,000,000	500,000	325,000	300,000	6,271,230	3,530,310	6,000	2,465,000	6,001,310	269,920	4.51%	
2031	2,765,306,979	0.14156	2032	269,920	3,855,772	10,797	315,000	1,000,000	500,000	325,000	300,000	6,261,489	3,521,200	6,000	2,464,000	5,991,200	270,289	4.51%	
2032	2,765,306,979	0.14147	2033	270,289	3,853,365	10,812	315,000	1,000,000	500,000	325,000	300,000	6,259,465	3,518,804	6,000	2,465,875	5,990,679	268,786	4.60%	
2033	2,765,306,979	0.13616	2034	268,786	3,708,861	10,751	315,000	1,000,000	500,000	325,000	300,000	6,113,399	3,375,034	6,000	2,465,500	5,846,534	266,864	4.57%	
2034	2,765,306,979	0.13597	2035	266,864	3,703,474	10,675	315,000	1,000,000	500,000	325,000	300,000	6,106,013	3,369,675	6,000	2,467,750	5,843,425	262,588	4.50%	
2035	2,765,306,979	0.13564	2036	262,588	3,694,548	10,504	315,000	1,000,000	500,000	325,000	300,000	6,092,639	3,360,794	6,000	2,467,500	5,834,294	258,346	4.62%	
2036	2,765,306,979	0.12698	2037	258,346	3,458,804	10,334	315,000	1,000,000	500,000	325,000	300,000	5,852,484	3,126,247	6,000	2,464,750	5,596,997	255,487	4.57%	
2037	2,765,306,979	0.12695	2038	255,487	3,457,966	10,219	315,000	1,000,000	500,000	325,000	300,000	5,848,672	3,125,413	6,000	2,464,375	5,595,788	252,885	5.39%	
2038	2,765,306,979	0.09359	2039	252,885	2,549,272	10,115	315,000	1,000,000	500,000	325,000	300,000	4,937,272	2,221,331	6,000	2,466,125	4,693,456	243,815	5.19%	
2039	2,765,306,979	0.09371	2040	243,815	2,552,413	9,753	315,000	1,000,000	500,000	325,000	300,000	4,930,981	2,224,456	6,000	2,464,875	4,695,331	235,649	5.27%	
2040	2,765,306,979	0.08551	2041	235,649	2,329,280	9,426	315,000	1,000,000	500,000	325,000	300,000	4,699,355	2,002,456	6,000	2,465,500	4,473,956	225,399	5.04%	
2041	2,765,306,979	0.08552	2042	225,399	2,329,481	9,016	315,000	1,000,000	500,000	325,000	300,000	4,688,896	2,002,656	6,000	2,462,875	4,471,531	217,365	4.86%	
2042	2,765,306,979	0.08546	2043	217,365	2,327,672	8,695	315,000	1,000,000	500,000	325,000	300,000	4,678,731	2,000,856	6,000	2,466,750	4,473,606	205,125	4.58%	
2043	2,765,306,979	0.08550	2044	205,125	2,328,878	8,205	315,000	1,000,000	500,000	325,000	300,000	4,667,208	2,002,056	6,000	2,466,875	4,474,931	192,277	4.30%	
2044	2,765,306,979	0.08546	2045	192,277	2,327,873	7,691	315,000	1,000,000	500,000	325,000	300,000	4,652,841	2,001,056	6,000	2,463,250	4,470,306	182,534	4.08%	
2045	2,765,306,979	0.08553	2046	182,534	2,329,682	7,301	315,000	1,000,000	500,000	325,000	300,000	4,644,518	2,002,856	6,000	2,465,625	4,474,481	170,037	3.80%	
2046	2,765,306,979	0.08551	2047	170,037	2,329,079	6,801	315,000	1,000,000	500,000	325,000	300,000	4,630,917	2,002,256	6,000	2,463,750	4,472,006	158,911	3.55%	
2047	2,765,306,979	0.08540	2048	158,911	2,326,064	6,356	315,000	1,000,000	500,000	325,000	300,000	4,616,331	1,999,256	6,000	2,467,375	4,472,631	143,700	3.21%	
2048	2,765,306,979	0.08557	2049	143,700	2,330,687	5,748	315,000	1,000,000	500,000	325,000	300,000	4,605,135	2,003,856	6,000	2,466,250	4,476,106	129,029	2.88%	
2049	2,765,306,979	0.08555	2050	129,029	2,330,354	5,161	315,000	1,000,000	500,000	325,000	300,000	4,589,544	2,003,525	6,000	2,465,250	4,474,775	114,769	2.57%	
2050	2,765,306,979	0.08544	2051	114,769	2,327,119	4,591	315,000	1,000,000	500,000	325,000	300,000	4,571,479	2,000,306	6,000	2,464,125	4,470,431	101,047	2.26%	
2051	2,765,306,979	0.08539	2052	101,047	2,326,007	4,042	315,000	1,000,000	500,000	325,000	300,000	4,556,097	1,999,200	6,000	2,467,500	4,472,700	83,397	3.37%	
2052	2,765,306,979	0.01162	2053	83,397	316,607	3,336	315,000	1,000,000	500,000	325,000	300,000	2,528,340	-	6,000	2,465,125	2,471,125	57,215		
Total					\$ 94,310,878		\$ 8,190,000	\$ 29,903,250	\$ 14,500,000	\$ 9,425,000	\$ 8,100,000		\$ 86,107,967		\$ 70,674,000	\$ 156,972,967			

(1) Projected Assessed Valuation assumes 10% of growth through Tax Year 2029. Value for 2023 is the certified value adjusted for the \$305,904,382 of value in the TIRZ 3 for Meridiana.

(2) Debt Expenses are the proposed paying agent fees \$750 per issuance

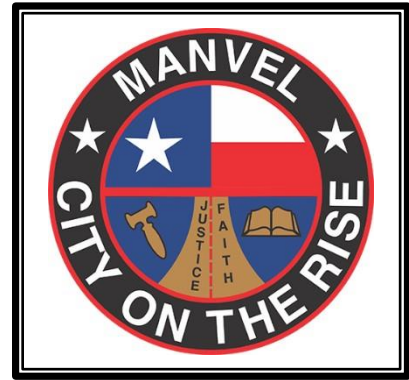
(3) Proposed Debt Service assumes a market interest rate of 4.12% TIC on the bonds as of 12/18/2023.

(4) 2023 I&S Tax Rate.

(5) The Tax Year 2023 I&S Beginning Fund Balance provided by the City.

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

LARRY AKERY, COUNCIL PLACE 1
DAVID LANDS, COUNCIL PLACE 2
HARRY OPLIGER, COUNCIL PLACE 3
ED PERRY, COUNCIL PLACE 4
CRYSTAL SARMIENTO, COUNCIL PLACE 5
JEROME HUDSON, COUNCIL PLACE 6



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

MISSION STATEMENT: "The City of Manvel will continue to be a unique, vibrant, growth-managed community that will meet the needs of its citizens through the efforts of local government and civic-minded individuals by promoting well-planned development, cost-effective professional management, and competent and responsive municipal services."

MINUTES 12/4/2023

Workshop Session

Mayor Davis called the workshop of the Manvel City Council to order at 5:36 p.m.

Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 1 Larry Akery
City Councilmember Place 2 David Lands
City Councilmember Place 3 Harry Opliger
City Councilmember Place 5 Crystal Sarmiento
City Councilmember Place 6 Jerome Hudson

Absent: City Councilmember Place 4 Ed Perry

Also Present: Dan Johnson, City Manager
Robert Gervais, City Attorney
Keith Traylor, Chief of Police
Tammy Bell, City Secretary
Jessica Rodriguez, Director of Development Services
Jose Abraham, City Planner
Robbie Hall, Public Works Director
Rosa Donaire, Finance Manager
Chad Dumont, HR Manager
Brooke Cyphers, Public Information Officer

Discussion with the Business Advisory Task Force on the role and responsibility of the board and goals heading into 2024.

Discussion on any topic as listed on the current agenda.

December 4, 2023 MANVEL CITY COUNCIL MEETING MINUTES

Business Task Force

Created to be an extension of the efforts to move Manvel towards being a better business-oriented city.

Council - Decision-making board

EDC - Maintain original role

The Mayor would like to see the EDC hire an Economic Development Director to work towards bringing the businesses to Manvel that the citizens want.

Crystal - Would like to see liaisons from Council, EDC and the Business Task Force to start looking at what can be done to make Manvel better for the business community.

Pareesh - has lived in the community for over a year now. Passionate about getting people together. Would like to see a business expo held in Manvel. Would like to be part of the group that reaches out to the business to see what is and isn't working.

Task Force Member - What kind of business are we looking to expand - the board needs clarity on that to move forward.

Crystal - First need to have a strategy session

Second - Have task force look into the current ordinances to see what is and isn't working

Jason Black (Task Force and EDC Member) - Is the role of the Task Force to solicit business?

Mayor - That would be the role of the EDC. The Task Force helps to ensure legislatively that we are equipped to work with the EDC and the businesses.

Richard Drake - Complimented the Round Table format that Council Member Sarmiento is coordinating.

Mayor Davis adjourned the Workshop at 6:00 p.m.

Regular Session

Call To Order

Mayor Davis called the meeting of the Manvel City Council to order at 6:06 p.m.

Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 1 Larry Akery City
Councilmember Place 2 David Lands City
Councilmember Place 3 Harry Opliger City
Councilmember Place 6 Jerome Hudson
City Councilmember Place 5 Crystal Sarmiento

Absent: City Councilmember Place 4 Ed Perry

Also Present: Dan Johnson, City Manager
Robert Gervais, City Attorney
Keith Traylor, Chief of Police
Tammy Bell, City Secretary
Jessica Rodriguez, Director of Development Services
Jose Abraham, City Planner
Robbie Hall, Public Works Director
Rosa Donaire, Finance Manager
Chad Dumont, HR Manager
Brooke Cyphers, Public Information Officer

Invocation

Inspirational Reading - Councilmember Perry

Pledge

Presentations

Recognition of the JB Hensler College and Career Welding II class for welding 24-door entry rams for the Manvel Police Department.

Public Comments: "Comment Card" Required

Aliyah Vinson, ABHR - Here to talk in favor of MUD 47 Agenda Item #3. Wholesale water agreement.

Zach - Waste Connections - Spoke about what Waste Connections can do under negotiating the terms of the contract renewal.

City Manager Update

Longevity Breakfast last week. Have 4 employees that have been here for more than 15 years. Currently have 95 employees, 45 of them are one year or less.

Dan was able to complete performance reviews of all 9 direct reports. Department Heads have been tasked with completing theirs by Christmas.

Tomorrow is the Chamber State of the County

Wednesday - SMDA and TIRZ Meeting

Thursday - Coffee and Connections at City Hall

Next Friday - Parade of Lights

Consent Agenda

1. Acceptance of the meeting minutes to date.
2. Approve the second and final reading of Ordinance No. 2023-O-42;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF 1.5 ACRES LOCATED AT 20514 HIGHWAY 6, MANVEL, TEXAS, FROM LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT (LC/SH6) TO LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (LC/SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR NAICS USE CODE 532120 "TRUCK, UTILITY TRAILER, AND RV (RECREATIONAL VEHICLE) RENTAL AND LEASING"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. (Forwarded with a favorable recommendation by PD&Z 5/1)
3. Approve the second and final reading of Ordinance No. 2023-O-43;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATE 1.10 ACRE TRACT OF LAND LOCATED AT 7050 MASTERS ROAD, MANVEL, TEXAS (NORTHWEST CORNER OF LEWIS LANE AND MASTERS ROAD INTERSECTION), FROM HIGHWAY MIXED USE DISTRICT (HMU) TO HIGHWAY MIXED USE DISTRICT WITH SPECIFIC USE PERMIT (HMU-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR NAICS USE CODE 6244 "CHILD DAY CARE SERVICES"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. (Forwarded with a favorable recommendation by PD&Z 5/1)
4. Approve the second and final reading of Ordinance No. 2023-O-44;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF APPROXIMATELY 1.455 ACRES LOCATED AT 7355 MCCOY, MANVEL, TEXAS, CURRENTLY ZONED LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (LC/SH6-SUP) TO ALLOW NAICS USE 813110- "RELIGIOUS ORGANIZATION", BY EXPANDING THE LIST OF PERMITTED NAICS

December 4, 2023 MANVEL CITY COUNCIL MEETING MINUTES

USES OF THE PROPERTY TO INCLUDE: COMMUNITY CENTER (YOUTH), GYMNASIUM, ADVANCE COMMUNITY EMPOWERMENT PROGRAMS, MEMORIAL ASSISTANCE MINISTRY, ALCOHOLISM COUNSELING, WIC FAMILY WELFARE SERVICES, FOOD BANK SERVICES, CHILD DAY CARE, COFFEE SHOP, GED CLASSES AND EVENT CENTER/RECEPTION HALL; PROVIDING FOR CONDITIONS TO AUTHORIZE THE ADDITIONAL USES OF THE PROPERTY AND PARKING LOT EXPANSION; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. (Forwarded with a favorable recommendation by PD&Z 6/0)

5. Approve the second and final reading of Ordinance No. 2023-O-45;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION OF APPROXIMATE 82.60 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF CROIX ROAD/ COUNTY ROAD 58 AND STATE HIGHWAY (SH) 288 INTERSECTION, GENERALLY BOUNDED BY SH 288 (WEST), CROIX ROAD/COUNTY ROAD 58 (NORTH), COOPER DITCH (EAST) AND DEL BELLO LAKES SUBDIVISION (SOUTH); AND LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 AND IN THE CITY OF MANVEL, FROM OPEN PLANNED UNIT DEVELOPMENT (O-PUD) DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT; AND ADOPTING A PUD DOCUMENT PROVIDING FOR ZONING AND DEVELOPMENT RELATED PROVISIONS AND REQUIREMENTS; SUCH TRACTS BEING SITUATED IN THE A.C.H. & B.R.R. CO. SURVEY, ABSTRACT NO. 459, BRAZORIA COUNTY PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

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

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

Items Removed from Consent Agenda - None

Regular Agenda

1. Consideration and possible action to direct staff on the Franchise Agreement for the Collecting, Hauling, Recycling, and Disposal of Municipal Solid Waste with Waste Connections of Texas, LLC.

David and Mayor would like to see the roll-offs separate from trash service contract.

Recommended amendments:

Changing once per month bulk and brush to once per week

Rolloff removal

Biannual cleanout

Debris allowances

Mayor Davis made the motion to direct staff to address the discussed amendments and to present the amended agreement at the next Council meeting as well as a registration/permit process for any other roll-off providers. Councilmember Akery seconded the motion.

December 4, 2023 MANVEL CITY COUNCIL MEETING MINUTES

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

2. Consideration and possible action to award Landmark Structures, LP the contract for Manvel Parkway Elevated Storage Tank in the amount of \$5,823,000.

Mayor Davis made the motion to award the contract to Landmark Structures, LP for the amount \$5,823,000, conditional to an upcoming budget amendment. Councilmember Akery seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

3. Consideration and possible action to approve an Interlocal and Utility Capacity Agreement between the City of Manvel, Texas, and Brazoria County Municipal Utility District No. 47.

***Moved up to the top of the Regular Agenda, before item 1.**

Mayor Davis made the motion to amend the agreement to ensure it has the same rate as set up in the fee schedule. Councilmember Opliger seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

Mayor Davis made the motion to approve as amended. Councilmember Akery seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

4. Consideration and possible action to approve the second and final reading of Ordinance No. 2023-O-40;

AN ORDINANCE AMENDING CHAPTER 77 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, SAME BEING THE ZONING

December 4, 2023 MANVEL CITY COUNCIL MEETING MINUTES

ORDINANCE OF THE CITY, BY AMENDING ARTICLE I. "IN GENERAL" PERTAINING TO DEFINITIONS AND PROCESS OF REZONING; BY AMENDING ARTICLE II. "DISTRICT REGULATIONS" PERTAINING TO AN EXEMPTION TO MINIMUM LOT AREA REQUIREMENT FOR NON-CONFORMING LOTS RESULTING FROM RIGHT-OF-WAY DEDICATION WITHIN OPEN-SINGLE-FAMILY RESIDENTIAL DISTRICT; AMENDING FENCE REQUIREMENTS; AND SECTIONS PERTAINING TO BUILDING MATERIAL REQUIREMENTS FOR BUILDING FACADES TO ACCURATELY REFLECT HOUSE BILL 2439, WHICH ENACTED CHAPTER 3000 OF THE TEXAS LOCAL GOVERNMENT CODE; MAKING OTHER CHANGES TO RECTIFY TYPOGRAPHIC ERRORS THROUGHOUT THE ORDINANCE; 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. (Forwarded with a favorable recommendation by PD&Z 6/0)

Grouped with Regular Agenda item #5

5. Consideration and possible action to approve Resolution 2023-R-35;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, ADOPTING A SCHEDULE OF FEES, RATES, DEPOSITS, AND OTHER CHARGES FOR ZONING, PLATTING, BUILDING AND OTHER RELATED MATTERS; AND REPEALING ALL RESOLUTIONS IN CONFLICT HERE WITH; AND OTHER RELATED MATTERS.

Councilmember Lands made the motion to approve agenda item #4 and #5. Councilmember Akery seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

6. Consideration and possible action to approve the second and final reading of Ordinance 2023-O-46;
AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC RIGHTS-OF-WAY TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MANVEL, TEXAS

AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC RIGHTS-OF-WAY TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MANVEL, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF MANVEL; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

Grouped with Regular Agenda item #7

December 4, 2023 MANVEL CITY COUNCIL MEETING MINUTES

7. Consideration and possible action to approve a Sponsorship Agreement between Centric Infrastructure Group, LLC, and the City of Manvel.

Councilmember Lands made the motion to approve agenda items #6 and #7. Councilmember Hudson seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

8. Consideration and possible action to approve the second and final reading of Ordinance 2023-O-47;

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.

Councilmember Sarmiento made the motion to approve and direct staff to bring forth changes to language concerning political signs. Councilmember Hudson seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

9. Consideration and possible action to approve the second and final reading of Ordinance 2023-O-48;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, REORGANIZING THE ADMINISTRATIVE DEPARTMENTS OF THE CITY; APPROVING THE CITY OF MANVEL ORGANIZATIONAL CHART; PROVIDING AN EFFECTIVE DATE.

Councilmember Sarmiento made the motion to approve. Councilmember Hudson seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

10. Consideration and possible action by the City Council to concur with the City Manager's decision to name Keith Traylor as Public Safety Director, as required by the City Charter.

Grouped with Regular Agenda item #12

11. Consideration and possible action by the City Council to concur with the City Manager's decision to name Rosa Donaire as Finance Director, as required by the City Charter.

Grouped with Regular Agenda item #12

12. Consideration and possible action by the City Council to concur with the City Manager's decision to name Chad Dumont as Personnel Director, as required by the City Charter.

Mayor Davis made the motion to approve agenda items #10, #11, and #12. Councilmember Akery seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: City Councilmember Place 4 Ed Perry

Abstained: None

13. Discussion on the following as requested by Mayor Davis;

A) Update on Staff Performance Reviews

B) Performance review process and timeline for the City Manager and City Attorney

A- Discussed during the City Manager Update

B- Mayor - Have an Executive session on January 2nd to talk as council first to discuss how the reviews should be done and structured for the City Manager and City Attorney.

The performance portion will be done at the second meeting in January.

14. Discussion / update on the Akery Lake Project (Requested by Councilmember Akery and Opliger)

Councilmember Akery - Requesting an update. Went by the site last week and was a little disappointed with the way the property was looking.

Dan Johnson - First thing needed is to complete the erosion protection. Outfall has been installed. The slope paving has funds budgeted, so we will need to get that started.

Have to get through WWTP, Police Dept, Public Works RFP, and Water line extension FM 1128

Possibly the first quarter of next year.

Mayor - It won't be long that we will need to add additional assistance to Adewale to help with overseeing these capital improvement projects.

City Manager - We are aware of this and will be working on it.

Councilmember Opliger - Is there a tracking mechanism for funds being spent on this project?

Dan Johnson - Yes, we have a budget line item to track the expenses.

A 6-month report coming up from the Capital Projects Committee.

Mayor and Council Comments

Mayor would love to be on the Tower design subcommittee.

Mayor - When will the fence ordinance start? Jessica Rodriguez - Internally staff discussed January 2, 2024.

Adjourn

Mayor Davis made the motion to adjourn the meeting at 7:48 p.m. Councilmember Akery seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

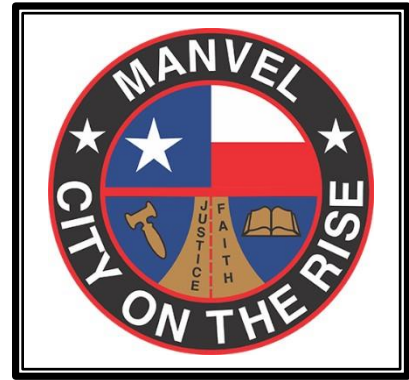
CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

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

LARRY AKERY, COUNCIL PLACE 1
DAVID LANDS, COUNCIL PLACE 2
HARRY OPLIGER, COUNCIL PLACE 3
ED PERRY, COUNCIL PLACE 4
CRYSTAL SARMIENTO, COUNCIL PLACE 5
JEROME HUDSON, COUNCIL PLACE 6



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

MISSION STATEMENT: "The City of Manvel will continue to be a unique, vibrant, growth-managed community that will meet the needs of its citizens through the efforts of local government and civic-minded individuals by promoting well-planned development, cost-effective professional management, and competent and responsive municipal services."

MINUTES 12/4/2023

Regular Session

Call To Order

Mayor Davis called the meeting of the Manvel City Council to order at 5:00 p.m.

Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 1 Larry Akery City
Councilmember Place 2 David Lands City
Councilmember Place 3 Harry Opliger
City Councilmember Place 5 Crystal Sarmiento City
Councilmember Place 6 Jerome Hudson

Absent: City Councilmember Place 4 Ed Perry

Also Present: Dan Johnson, City Manager
Robert Gervais, City Attorney
Keith Traylor, Chief of Police
Tammy Bell, City Secretary
Jessica Rodriguez, Director of Development Services Jose
Abraham, City Planner
Robbie Hall, Public Works Director
Rosa Donaire, Finance Manager Chad
Dumont, HR Manager
Brooke Cyphers, Public Information Officer

Executive Session

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071 - "Consultation with Attorney"

Discuss potential legal matters regarding the Sign Ordinance

Mayor Davis convened the City Council into Executive Session at 5:01 p.m. Mayor Davis reconvened the City Council out of Executive Session at 5:24 p.m.

No action was taken during Executive Session.

December 4, 2023 MANVEL CITY COUNCIL MEETING MINUTES

Regular Agenda

1. Consideration and possible action to approve the first of two readings of Ordinance 2023-O-47;
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.

Jessica Rodriguez, Director of Development Services provided an overview of the changes to Council.

Councilmember Sarmiento made the motion to approve. Councilmember Hudson seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

2. Consideration and possible action to approve the first of two readings of Ordinance 2023-O-48;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, REORGANIZING THE ADMINISTRATIVE DEPARTMENTS OF THE CITY; APPROVING THE CITY OF MANVEL ORGANIZATIONAL CHART; PROVIDING AN EFFECTIVE DATE.

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

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

Adjourn

Mayor Davis made the motion to adjourn the meeting at 5:36 p.m. Councilmember Opliger seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS



Direct Line: (713) 860-6412
Direct Fax: (713) 860-6612

taustin@abhr.com

Timothy Austin
Partner

December 19, 2023

Honorable Mayor and City Council
City of Manvel, Texas
Attention: City Manager

Re: Amendment to bond counsel engagement

Dear Mayor and Councilmembers:

It has been our pleasure to serve the City of Manvel as bond counsel since 2003; in connection with the City's increased debt issuance activity, it is necessary to update the provisions of the existing engagement between our Firm and the City with regard to services and compensation. The City and the Allen Boone Humphries Robinson LLP (the "Firm") agree that the existing engagement agreement between the Firm and the City, dated September 16, 2003, as amended (the "Engagement"), be amended to provide as follows:

Fees. For our services as bond counsel in connection with the authorization, issuance, and sale of the bonds and certificates of obligation ("Bonds"), the City will pay us, from the proceeds of sale of each issue or issuance of Bonds, a fee calculated on the basis of (i) one and one-half percent of the first \$2,000,000, (ii) one percent of the next \$8,000,000, and (iii) one-half percent of the remaining principle of the applicable Bonds, plus reasonable expenses as described below. The minimum fee for any issuance of any series of Bonds shall be \$40,000.

Fees related to matters other than bond counsel services (*i.e.*, fees for general legal representation and for continuing disclosure services) are based on hourly rates and will be based on the time spent by the lawyers and paralegal personnel who work on the matter. Billing rates for our attorneys vary according to the experience of the individuals. In an effort to reduce overall legal costs, we use paralegal and administrative assistant personnel whenever appropriate. Any service performed by special project assistants or support staff will be billed at an hourly rate consistent with the rates charged similar City's for similar services. Fees for the additional services described herein will be billed

1152770

HOUSTON
3200 Southwest Freeway, Suite 2600
Houston, TX 77027
(713) 860-6400

CENTRAL TEXAS
919 Congress Avenue, Suite 1500
Austin, TX 78701
(512) 518-2424

NORTH TEXAS
3100 McKinnon Street, Suite 1100
Dallas, TX 75201
(972) 823-0800

abhr.com

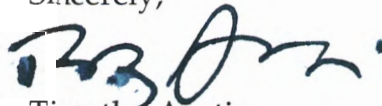
from time to time as the work is performed or at such regular intervals, not to exceed 30 days, as the Council may direct.

It is our understanding that the City's continuing disclosure obligations shall continue to be provided by your financial advisor, Hilltop Securities, Inc. therefore, our engagement shall not include such service in connection with any Bonds, unless otherwise agreed in writing.

In addition, the parties hereto hereby waive any conflict of interest regarding legal representation by employees or partners of the Firm that may be presented in the course of acting as bond counsel to the City hereunder, or in the course of prior representation of other entities, districts or businesses in matters involving the City. In the event either party discovers facts or events that would cause the party to decline to waive the conflict, the other party shall be notified in writing of such determination prior to its effectiveness.

Except as specifically amended, the terms of the Engagement remains in full force and effect. We look forward to working with you in the future. Thanks very much.

Sincerely,

A handwritten signature in blue ink, appearing to read "Timothy Austin", is written over a light blue rectangular background.

Timothy Austin
Partner

cc: Alia Vinson/Firm

APPROVED:

City Manager



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: 1/2/2024

TOPIC: Commercial Earnest Money Contract between the City and Brazoria County ESD 3 for the Rodeo Palms Public Safety Site

BACKGROUND

The following is a summary of the deal points for the transfer of the City's public safety site located in Rodeo Palms to the ESD #3.

(1) The City of Manvel owns an approximate 1.5 acre tract in the Rodeo Palms subdivision. The City obtained the site through a concession from MUD NO. 29 in the 2003 Development Agreement.

(2) The City has not used the site since receiving the property; however the Brazoria County ESD No. 3 ("ESD #3") has indicated that it could use the site to provide EMS/Fire protection to the region.

(3) City is amenable to conveying the site to the ESD #3, with certain stipulations.

(4) The earnest money contract governing the conveyance contains a reversionary clause. If any of the following things happen, title of the property will revert back to the City:

a. the ESD #3 does not begin construction on the property within 10 years after the date of closing on the purchase of the Property;

b. the ESD #3 transfers the property to any person or entity that is not a governmental entity or political subdivision of the State of Texas; or

c. After completion of the construction of an emergency services facility, the property ceases to be used as a fire station and/or emergency services facility for emergency services for at least one hundred eighty (180) consecutive days.

(5) The ESD #3 facility will contain an office for use by the Manvel Police Department. The office shall have a separate entrance in order to avoid disruption of the ESD#3's use of the facility. The office shall be no smaller than 300 square feet of floor space, including separate restroom facilities. City shall provide all furniture for the office and agrees to maintain the office in a reasonable manner, cooperating with the ESD regarding access for repairs and renovations.

RECOMMENDATION - Approve the Commercial Earnest Money Contract

ATTACHMENTS - Commercial Earnest Money Contract

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER

Bobby Gervais

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



COMMERCIAL EARNEST MONEY CONTRACT

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

BY THIS CONTRACT:

CITY OF MANVEL (hereinafter called "Seller", whether one or more), hereby agrees to sell and convey unto **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** (a political subdivision of the State of Texas and hereinafter called "Buyer"), and Buyer agrees to buy and to receive the land located in **Manvel, Texas**, fully described in the attached survey Exhibit "A" as well as any and all improvements thereon, along with all appurtenances to the Real Property, including all rights of way, easements, alleyways and all right, title and interest of Seller in all roads and streets adjacent to the Real Property (said Real Property, improvements and all such appurtenances referred to herein as the "Property"). Seller shall also transfer all its interest in and to all rents accruing after closing and all security deposits, if any.

1. The Purchase Price is **ONE HUNDRED AND 00/100 DOLLARS (\$100.00)**, payable as follows:

(a) TEN AND NO/100 DOLLARS (\$10.00) cash or check shall be deposited with the title company as Earnest Money to be paid not later than ten (10) days after execution of this Contract by all parties hereto to. The title company shall provide acknowledgement of the receipt of the Earnest Money at the time it is received and shall hold it in escrow until closing. This sum shall be applied to the sales price at the time of closing.

(b) NINETY AND 00/100 DOLLARS (\$90.00), payable in cash at the time of Closing.

2. Seller agrees to furnish Buyer with a Special Warranty Deed to said Property, subject to the matters allowed for herein or approved by Buyer, conveying to Buyer good, marketable and indefeasible title.

(a) REVERSION. Seller shall provide Purchaser with title stating Fee simple ownership of the real property described herein shall revert to the prior owner (City of Manvel) if and only if one or more of the following conditions are met:

(1) Seller does not begin construction on the property for the construction of an emergency services facility, the property ceases to be used as a fire station and/or emergency services facility whereby emergency services (fire suppression, emergency medical services and/or law enforcement) within 10 years after the date of closing on the purchase of the Property.

(2) The property is transferred to any person or entity that is not a governmental entity or political subdivision of the State of Texas.

(3) After completion of the construction of an emergency services facility, the property ceases to be used as a fire station and/or emergency services facility whereby emergency services (fire suppression, emergency medical services and/or law enforcement) are provided to the community by a governmental entity or political subdivision of the State of Texas or contractor engaged by a governmental entity or political subdivision to provide such service(s) to the community. Reversion due to cessation of use as a fire station and/or emergency services facility can only take place upon the continuous cessation of use for emergency services of at least one hundred eighty (180) consecutive days. Indefinite tolling of days will occur in any of these circumstances: (a) damage to the facilities due to natural disaster (including a localized weather event), (b) damage or destruction by fire, explosion, chemical release or other calamity outside the normal operations of the property as an emergency services facility beyond the reasonable control of the owner or contractor using the property as an emergency services facility, or (c) temporary, including long term, closure for the completion of repairs, renovation or replacement of emergency services facilities due to damage or obsolescence.

(b) Use of the emergency services facility by Seller. Buyer agrees that the construction of the emergency services facility shall include an office for use by the Manvel Police Department. The office shall have a separate entrance in order to avoid disruption of the Buyer's use of the facility. The office shall be no smaller than 300 square feet of floor space, including separate restroom facilities. Seller shall provide all furniture for the office and agrees to maintain the office in a reasonable manner, cooperating with the Buyer regarding access for repairs and renovations.

3. In accordance with the terms of the Real Estate License Act of the State of Texas, the Buyer is advised that Buyer should have the abstract covering the real estate which is the subject of this Contract examined by an attorney of Buyer's own selection, or that Buyer should be furnished with or obtain a policy of title insurance at Buyer's cost. Said policy shall contain those exceptions that may be accepted by Buyer, allowed for in this Contract, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided however;

(a) the exception as to restrictive covenants shall be endorsed "None of Record," or shall reflect only those extant as to the Property and deemed acceptable by Buyer and in conformity with the Buyer's intended use of the property as a fire station;

(b) the exception as to area and boundaries, except for shortages in area, may be deleted at Buyer's cost;

(c) the exception as to taxes and stand-by fees shall be limited to the year of Closing and future years and shall be endorsed "Not yet due and payable";

(d) the exception as to all liens, easements, and matters of record shall not adversely affect title to said Property or Buyer's intended use of the Property as a fire station.

4. Within Fifteen (15) days after execution of this Contract by all parties hereto, Seller shall cause the title company selected by Purchaser (herein called "Title Company" or "Escrow Agent") to issue a commitment for title insurance or a preliminary title report (the "Title Report"), together with copies of all recorded documents constituting title exceptions. Buyer shall give Seller written notice on or before the expiration of forty-five (45) days after it receives the Title Report and legible copies of documents evidencing title exceptions if any matter herein is not satisfactory. Mineral reservations with surface rights being waived (or with non-invadable surface estate) and expired oil and gas leases shall not be deemed to be title objections. In the event Seller is unable to make the condition of title satisfactory to Buyer within thirty (30) days after receipt of Buyer's written notice, this Contract shall thereupon be null and void at the option of Buyer for all purposes and all earnest money shall be returned to Buyer. (At closing all earnest money shall be applied against the sales price.) Buyer may waive in writing any defects in the condition of title.

5. Within thirty (30) days after execution of this Contract by all parties hereto, Buyer, at Buyer's sole cost, may cause to be delivered a current plat or survey of the Property dated after the effective date of this Contract, prepared by a Registered Professional Land Surveyor acceptable to Buyer. The survey shall (i) be staked on the ground; (ii) show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property referenced to their recording information, if any; (iii) contain the surveyor's certificate that there are no encroachments on the Property; (iv) shall set forth the total number of square feet comprising the Property as described herein; (v) provide metes and bounds description thereof; and (vi) show that there shall be no visible encroachments or apparent boundary disputes or discrepancies which will or might appear after the Property is staked by the surveyor and show any portion of the property lying within the 100 year flood plain as shown on the current FEMA map.

6. The surveyor shall be selected by Buyer. Seller hereby gives its consent and approval for said surveyor to enter onto the Property to conduct his survey.

7. Buyer shall have Fifteen (15) days after receipt of such survey to review and approve same. In the event such survey will be insufficient to insure the Property under a standard Texas Owner's Policy of Title Insurance, then Buyer shall not later than the Fifteenth (15th) day after receipt of the survey, give Seller written notice of such fact, and Seller shall have Ten (10) days thereafter to make such survey acceptable or this Contract shall at Buyer's option be cancelled and be null and void and all earnest money herein delivered shall forthwith be returned to Buyer.

8. The Buyer will have a sixty (60) day period (the "Feasibility Period") in which to conduct soil, environmental, usage and feasibility studies (at the Buyer's cost and discretion). **The sixty (60) day Feasibility Period shall commence upon the delivery of the title report to the Buyer.** Matters that will affect the Buyer's determination on feasibility and usage will include, but shall not be limited to, availability and cost of utilities

(such as water and sewer), property restriction and limitations or other conditions limiting the Buyer's full and unfettered use and improvement of the Property for the Buyer's purposes, including such matters revealed in the survey. The Buyer shall have twenty (20) days following receipt of all such studies in which to determine if the property is suitable for the Buyer's needs and requirements. If, during the twenty-day review period, the Buyer determines the Property is not suitable to buyer for any reason whatsoever, this Contract may be canceled by the Buyer without penalty and all earnest money on deposit with the Title Company shall be refunded to Buyer. Included within this a feasibility study may be an environmental assessment report. In the event such environmental assessment report as delivered shows the presence of hazardous substances (meaning herein any substance, material or waste classified or regulated as being "toxic" or "hazardous" or similarly designated, classified or regulated under any federal, state or local law, regulation or ordinance) and Buyer will remediate or remove such hazardous substances. If Buyer is unwilling to remediate or remove such hazardous substances, then this Contract may be canceled by the Buyer without penalty and all earnest money on deposit with the Title Company shall be refunded to Buyer.

9. Taxes and other assessments for the current year shall be prorated to date of Closing.

10. The Special Warranty Deed shall be subject only to previously recorded matters of record in the Brazoria County Real Property Records deemed acceptable to Buyer and provisions agreed-to by Buyer regarding the subsequent transfer of the Property. All closing documents (including the Warranty Deed) shall be prepared by subject to review and approval by Buyer's attorney.

11. No personal property is included in this sale.

12. The Closing of the sale ("Closing") shall be not later than forty-five (45) days following the expiration of Buyer's Feasibility Period, or within seven (7) days after objections to title, transaction documents or other matters hereunder have been cured or mutually satisfied or agreed to, whichever date is later. The Closing shall be conducted at the office of the title company selected by Purchaser. All sums paid hereunder shall be in currency of the United States of America.

13. Title to the Property shall be delivered to Buyer upon Closing and funding.

(a) If prior to closing, a condemnation proceeding is commenced against the Property, Buyer may either terminate this Contract within five (5) days after notice of such condemnation proceeding is provided in writing to Buyer and receive back all earnest money theretofore paid, or maintain this Contract and close as provided herein. All condemnation proceeds, if any, shall be delivered and due to Seller through the date of closing and funding and credited against the sales price.

14. Buyer and Seller shall pay the following Closing Costs in cash at Closing as follows:

(a)	Preparation of Warranty Deed:	<u>Buyer</u>
(b)	Cost of Releasing liens of Seller:	<u>Buyer</u>

- | | | |
|-----|---|--------------|
| (c) | Owner's Title Policy: | <u>Buyer</u> |
| (d) | Cost of removing title and/or cloud
of title issues: | <u>Buyer</u> |
| (e) | Cost of survey/plat: | <u>Buyer</u> |
| (f) | Escrow fees, recording, and
messenger fees and allocation
fees and costs. | <u>Buyer</u> |

15. Default: If Buyer fails to close on this transaction in accordance herewith, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to close on this transaction within the time set forth herein, Buyer may either to enforce through specific performance and pursue all remedies available at law or in equity by reason of such default, or terminate the contract and have the Earnest Money returned.

16. Attorney's Fees: Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or in relation to this Contract or transaction shall be additionally entitled to recover Court costs, deposition costs, costs of ADR, and reasonable attorney's fees from the non-prevailing party.

17. Failure of any party hereto to exercise any option, right, privilege or remedy shall not constitute a Waiver thereof.

18. Time is of the essence of the Contract.

19. If Seller engaged a real estate brokers or agents in this transaction, such matter – including the payment of any and all commissions due – shall be handled in accordance with any such listing and sales agreements between Seller and such brokers.

20. This Contract shall be binding upon the Buyer and Seller.

21. This Contract shall be construed under and in accordance with the laws of the State of Texas, and shall be enforceable in Brazoria County, Texas.

22. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior indemnity or agreement, whether written or oral, between the parties, respecting the subject matter.

23. This Contract may be modified or amended only by an instrument in writing signed by all parties.

24. NOTICES: All notices shall be in writing and effective when delivered at the addresses shown below.

25. CONSULT YOUR ATTORNEY: This is intended to be a legally binding contract. READ IT CAREFULLY. Federal law may impose certain duties upon Brokers or Signatories to this Contract when any of the signatories is a foreign party, or when any of the signatories receives certain amounts of U.S. currency in connection with a real estate

closing. If you do not understand the effect of any part of this Contract, consult your attorney BEFORE signing.

26. This Contract may be assigned by either party upon notice.

27. This Contract is subject to the signed acceptance of all named parties. Upon presentment by Seller to Buyer of this Contract signed by all Seller-parties, this Contract shall automatically terminate if not signed and returned to Buyer (to the address below) within ten (10) days thereafter.

EXECUTED effective as of the date of the last party to sign in accordance with the terms of the Contract.

SELLER:

CITY OF MANVEL TEXAS

By: _____
Printed Name: Dan Davis
Title: Mayor
Date Signed: _____

Address:
c/o Bobby Gervais, City Attorney
City of Manvel
20031 Highway 6
Manvel, TX 77578
Phone: 281-489-0630
Fax: 281-668-5061

BUYER:

**BRAZORIA COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

By:  _____
Printed Name: Darrell Valusek
Title: District President
Date Signed: December 18, 2023

Address: c/o Coveler & Peeler, P.C.
Two Memorial City Plaza
820 Gessner, Suite 1710
Houston, Texas 77024
713-984-8222 / 713-984-0670 (Fax)

Exhibit "A"
Legal Description

DESCRIPTION
1.5000 ACRES
LIFE SAFETY SITE
H.T. & B.R.R. COMPANY SURVEY, SECTION 72, ABSTRACT 460
BRAZORIA COUNTY, TEXAS

1.5000 ACRES OF LAND SITUATED IN THE H.T. & B.R.R. COMPANY SURVEY, SECTION 72, ABSTRACT 460, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 41.122 ACRE TRACT OF LAND AS DESCRIBED IN DEED AND RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BRAZORIA COUNTY, TEXAS UNDER COUNTY CLERK'S FILE NUMBER 03 024990, SAID 1.5000 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE:

COMMENCING at a 5/8-inch iron rod with red cap stamped "E.H.R. & A. 713-784-4500" found at the southeast corner of said 41.122 acre tract and a northeasterly corner of the residue of that certain called 130 acre tract of land as described in Volume 128, Page 99, of the Deed Records of Brazoria County, Texas, being in the northwesterly right-of-way of State Highway 288, from which a 5/8-inch iron rod with cap stamped "Weisser" bears South 36°40' West, 2.88 feet;

THENCE, South 86°34'37" West, along the common line of said 41.122 acre tract and said residue of the 130 acre tract, 2,226.23 feet to a 5/8-inch iron rod with red cap stamped "E.H.R. & A. 713-784-4500" found for the southwest corner of said 41.122 acre tract and a northerly corner the said residue of the 130 acre tract, being in the easterly line of that certain called 30.06 acre tract as described in the Official Public Records of Real Property of Brazoria County, Texas under County Clerk's File Numbers 90774 612 and 90774 610, from which a found 5/8-inch iron rod with cap stamped "Ratnala" bears North 53°54' East, 1.97 feet;

THENCE, North 03°18'49" West, along the common line of said 41.122 acre tract and said 30.06 acre tract, 765.71 feet to a point in the southerly right-of-way line of Rodeo Palms Parkway (120-feet wide) as shown on the plat of Rodeo Palms Sec. 1 as recorded under Volume 24, Page 133 of the Brazoria County Map Records;

THENCE, North 86°35'55" East, along said southerly right-of-way line of Rodeo Palms Parkway and the northerly line of said 41.122 acre tract, 407.31 feet to the **POINT OF BEGINNING** of the herein described tract;

- (1) **THENCE**, North 86°35'55" East, continuing along said southerly right-of-way line of Rodeo Palms Parkway and said northerly line of the 41.122 acre tract, 120.00 feet to a point for corner;
- (2) **THENCE**, South 03°24'05" East, 360.00 feet to a point for corner;
- (3) **THENCE**, South 86°35'55" West, 225.43 feet to a point for corner;
- (4) **THENCE**, North 03°24'05" West, 210.00 feet to a point for corner;

- (5) **THENCE**, North 86°35'55" East, 105.43 feet to a point for corner;
- (6) **THENCE**, North 03°24'05" West, 150.00 feet to the **POINT OF BEGINNING** and containing 1.5000 acres of land.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES



Charles Kennedy, Jr.
Registered Professional Land Surveyor
Texas Registration Number 5708
10555 Westoffice Drive
Houston, Texas 77042

Date: March 09, 2007 jl
Job No: 031-039-02
File No: R:\2003\031-039-02\exhibit_new1.5ac.doc



ORDINANCE NO. 2024-O-02

AN ORDINANCE AMENDING ORDINANCE NO. 2023-O-32 AMENDING THE CITY FISCAL YEAR 2024 BUDGET ENDING SEPTEMBER 30, 2024, BY AMENDING THE CAPITAL PROJECTS FUND BUDGET TO ACCOUNT FOR ADDITIONAL FUNDS NEEDED FOR THE ELEVATED STORAGE TANK PROJECT. DIRECTING THE BUDGET OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET WITH THE CITY SECRETARY AND WITH THE OFFICE OF THE BRAZORIA COUNTY CLERK AND PROVIDING THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 2023-O-32, the City Council of the City of Manvel, Texas, adopted its original budget for Fiscal Year ending September 2024; and

WHEREAS, by Ordinance 2023-O-39, and 2023-O-41 the City Council of the City of Manvel, Texas, amended the budget for the Fiscal Year ending September 2024; and

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

WHEREAS, the Capital Project Fund budget amendment is needed to account for additional funds needed for the Elevated Storage Tank project; and

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

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

SECTION 2: That the budget for the Fiscal Year ending September 30, 2024, of the City of Manvel, Texas, is hereby amended as;

GENERAL FUND

Line Item	Description	Current	Increase	Decrease	Amended
50.91.7502	Water Plant Improvements	\$212,940		\$200,000	\$12,940
50.91.7506	Elevated Storage Tank	\$5,648,759	\$200,000		\$5,848,759

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

ORDINANCE NO. 2024-O-04

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 56, *SOLID WASTE*, BY AMENDING THE PROVISIONS PERTAINING TO ROLL-OFF SERVICES AND THE COLLECTION OF SOLID WASTE; PROVIDING FOR REGISTRATION, TERMS AND CONDITIONS, AND FEE FOR NON-FRANCHISED ENTITIES PROVIDING ROLL-OFF SERVICES; 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 OR CITY POLICIES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council seeks to amend the regulations pertaining to the collection of municipal solid waste to allow roll-off service to be provided by non-franchised entities; now, therefore,

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

Section 1. The **Code of Ordinances of the City of Manvel, Texas** is hereby amended by amending the current Article I, *In General* from Chapter 56, “Solid Waste,” to read and provide as follows:

“Chapter 56 – Solid Waste

ARTICLE I. IN GENERAL

Sec. 56-1. - Collection of solid waste must be done by franchisees.

(a) Except where expressly provided in the article, no [No] one shall pick up any garbage, rubbish or refuse within the city limits, unless they are franchised by the city or operating under the franchise agreement that the city has in effect.

(b) Any person, association, firm or corporation violating any of the provisions of this section may be enjoined by a suit filed by the city in a court of competent jurisdiction and this remedy shall be in addition to other penalty provisions or remedies.

Sec. 56-2. - Engaging solid waste services.

(a) It shall be unlawful for any person to engage or contract with an entity in the business of collecting any municipal solid waste and any construction-demolition waste generated within the corporate limits of the city, unless such entity is operating under a franchise agreement with the city, as required by section 56-1(a). Notwithstanding the foregoing, non-franchised entities may provide roll-off services if they are registered with the city and in compliance with section 56-4.

(b) It is the intent of the city to grant to a sole franchisee the exclusive right to all collection, hauling and disposal of municipal solid waste and construction-demolition waste within the city, except for roll-off services. However, if the franchisee cannot perform certain aspects of the [service] collection, hauling and disposal of municipal solid waste and construction-demolition waste within the city (except for roll-off services) or there are additional services that the city wishes to obtain, such as recycling or disaster debris removal, the city may solicit bids and contract with another entity, provided the city has allowed the current sole franchisee to submit a bid for said service.

(c) Nothing herein shall prevent the city from choosing to provide these services itself.

Sec. 56-3. - Franchise duration.

The terms and conditions of any franchise entered into between the city and any person for the collection of municipal solid waste generated within the corporate limits of the city shall be as determined and agreed to by city council and such person, but the term of any such franchise shall not exceed a period of five years in duration. If there is any conflict between the terms of

this article and the terms of any franchise agreement entered into by the city, this article shall control.

Sec. 56-4. – Registration of Non-franchised entities providing roll-off services.

(a) Any non-franchised entity may provide roll-off services in the city provided the entity is registered with the city and has agreed to the terms of service and fees. It shall be an offense for any entity to intentionally, knowingly, or recklessly provide roll off services without a franchise agreement or registration.

(b) The city manager shall provide for the registration of non-franchised entities, including application, terms and conditions, and fees. Right-of-way use fees due to the city for providing roll-off services shall be the same as the franchise fees paid by the city’s franchisee. Registered entities shall be required to submit a report of services provided and fees paid, twice a year.

(c) Price of roll offs shall be set by the registered non-franchised entity, not the city.

(d) Failure to pay the right-of-way use fees shall be an offense and shall be cause for revocation of the non-franchised entity’s permission to provide roll-off services within the city limits

(e) Revocation of permission and termination of the agreement for the non-franchised entity to provide roll-off services shall be the decision of the city manager, with right to appeal within ten business days to the city council.

(f) Any entity with a franchise from the city may offer roll-off services. Fees, payment and reporting shall be done according to the terms of their franchise agreement.”

Section 2. The **Code of Ordinances of the City of Manvel, Texas** is hereby amended by amending section 56-45 of Article II, *Collection of Municipal Solid Waste*, to read and provide as follows:

“Chapter 56 – Solid Waste

...

ARTICLE II. –COLLECTION OF MUNICIPAL SOLID WASTE

...

Sec. 56-45. Collection.

(a) The city shall make provisions for uniform and orderly collection and removal of municipal solid waste and other types of waste generated within the corporate limits of the city. Each commercial establishment and each residence within the city shall be billed for such services at the rates established from time to time by city council and such bills shall be due and payable upon receipt. It shall be unlawful for any person to utilize the services of any municipal solid waste or construction and demolition waste collection service other than the collection services provided by the city itself or through its contractor, except for roll-off services which may be contracted with a registered, non-franchised entity. It shall be unlawful for any person to refuse or fail to pay the charges for collection services provided by the city or through its franchisee.

(b) Collection of the following types of waste shall be provided for in the franchise agreement with the city's franchisee:

- (1) Municipal solid waste - at least weekly;
- (2) Bulky waste/white goods – at least once a month;
- (3) Construction-demolition waste – as may be negotiated and provided for in franchise or other agreement;
- (4) Recyclable materials – as may be negotiated and provided for in franchise or other agreement; and

(5) Green Waste– as may be negotiated and provided for in franchise or other agreement.

(c) Any waste not collected above, such as excluded and hazardous waste, and any waste exceeding the size limitations or standards of section 56-46, shall be removed through negotiated collection with the Franchisee or other provider if the Franchisee cannot remove the waste, except for roll-off services which may be contracted with a registered, non-franchised entity.

...”

Section 3. 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 4. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

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 _____, 2024.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2024.

Dan Davis, Mayor

Attest:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

STATE OF TEXAS §
 §
BRAZORIA COUNTY §

FIRST AMENDMENT

TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE AND RECYCLABLE MATERIALS IN THE CITY OF MANVEL, TEXAS

WHEREAS, the Franchisee and the City entered into that certain Exclusive Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials in the City of Manvel, Texas dated effective June 1, 2019, (the "Original Agreement") for certain waste collection and disposal services in the City of Manvel, Texas as specifically set forth therein; and

WHEREAS, Franchisee and the City desire to enter into this First Amendment to extend and amend certain terms of the Agreement as more fully set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, this First Amendment to that certain Exclusive Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials in the City of Manvel, Texas (the "First Amendment"), is made and entered into as of _____, 2024, by and between Waste Connections of Texas LLC (the "Franchisee") and the City of Manvel, Texas (the "City").

1. RENEWAL

1.01 Renewal Term. Consistent with Section 10 of the Original Agreement, the parties confirm that the Agreement is hereby extended for an additional five (5) year term, beginning July 1, 2024 and ending on June 30, 2029, except where may be terminated earlier by mutual consent or by the terms of the Original Agreement.

2. AMENDMENT

The terms that are amended herein shall apply to the remainder of the term of the Original Agreement upon the effective date of this First Amendment, and also apply to the renewal term, beginning July 1, 2024.

2.01 Roll-Off Services. As of the date of this First Amendment, all services for 20, 30, and 40 yard Roll Offs as set forth in the Original Agreement, including but not limited to Section 5(B), shall be on a non-exclusive basis and customers may choose to negotiate an agreement on an individual basis with

Franchisee, or any other third-party service provider of their choosing for any such services. The services outlined in 5(B), and elsewhere in the Agreement for Roll Offs shall not be subject to the enforcement provision contained in Section 12 of the Agreement. The requirement in section 26 that the Franchisee must first not be able to provide these services shall not apply.

The foregoing modifications shall expressly exclude Section 4, subsection (B), and Franchisee shall continue to provide exclusive services in connection with the City Roll Off services as set forth in that section.

2.02 Bi-annual City Clean Up. As of the date of this First Amendment, the following new subsection (D) shall be deemed added to Section 4: “**Bi-Annual City Clean Up Events:** Franchisee shall be provide all labor, equipment and materials necessary in order to host two (2) city clean up events per year, on dates to be mutually agreed upon by the parties and at mutually agreed upon locations.

2.03 Bulky Waste. Beginning on the date of this First Amendment, Section 5, subsection (A) of the Agreement for Bulky Waste services shall be modified from “month” to “week”.

2.04 Acceptable Wooden Debris. The following modifications and revisions to the Agreement shall be made in connection with Wooden Debris:

(a) As of the date of this First Amendment, the term "Acceptable Wooden Debris" shall be added as a Defined Term in Section 1, Definitions, as follows:

“Acceptable Wooden Debris” shall refer to wood waste materials including fence material, concrete for fence poles, pallets, small structures, scrap lumber that is generated by single family residential units within the service area and which meet the following criteria: (i) total volume for collection from any single residence does not exceed 3 cubic yards; and (ii) the wooden debris is generated solely by the resident homeowner and such debris is not resulting from the work of any third party contractor, commercial entity or any other professional services.

(b) The definition of “Construction and Demolition Waste” in Section 1, Definitions shall be modified to expressly exclude “Acceptable Wooden Debris.”

(c) Section 2, Subsection (A) shall be modified to include for the collection by Franchisee of Acceptable Wooden Debris in a new subsection (iv) thereunder, as follows:

New subsection: (iii) under “The Franchisee shall only be responsible or collecting, hauling and recycling or disposing of”: (iii) such Acceptable Wooden Debris,

provided however that in the event that the Franchisee determines, at its sole discretion, that any Wooden Debris does not meet the Acceptable Wooden Debris requirements, the Franchisee may refuse to collect such debris or charge the Single Family Residential Unit generator an additional fee to remove.

3. GENERAL PROVISIONS

3.01 Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment. Except as amended herein, all terms of the Original Agreement shall remain in full force and effect.

3.02 Entire Agreement. The Agreement, including this First Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof.

3.03 Counterparts; Facsimile Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this First Amendment between the parties hereto, and it shall not be necessary for the proof of this First Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

[signature pages to follow]

IN WITNESS WHEREOF, the Franchisee and the City have caused this First Amendment to be executed as of the date first written above.

FRANCHISEE:

WASTE CONNECTIONS OF TEXAS, LLC

CITY:

CITY OF MANVEL

By: _____
Name:
Title:

By: _____
Name: Dan Johnson
Title: City Manager



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: January 2, 2024

TOPIC: Consideration and possible action to amend by ordinance into Chapter 53, *Signs*, of the *Manvel Code of Ordinances*.

BACKGROUND: At the direction of the City Council, there is proposed change to temporary political signs to align with the Texas Election Code. The proposed ordinance amendment removes time limits when a temporary political sign can be put up before and after an election. The amendment also includes additional language from Texas Election Code Section 259.003, *Regulation of Political Signs by Municipality* (c) which states, "Subsection (b) does not apply to a sign, including a billboard, that contains primarily a political message on a temporary basis and that is generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political, is prohibited."

RECOMMENDATION: Approval of Ordinance No. 2024-O-05, Chapter 53, *Signs*, of the *Manvel Code of Ordinances*, amendment.

ATTACHMENTS: Ordinance No. 2024-O-05

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. 2024-O-05

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.

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.

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), 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.

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.

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 V.T.C.A., 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 and all streets classified as a Arterial or Parkway per the Master Thoroughfare Plan zoned light commercial (LC), heavy commercial (HC), highway mixed use (HMU) 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 V.T.C.A., 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 V.T.C.A., Local Government Code § 216.902) that is 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 (a), 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 buildings, structures, and/or rights-of-way, sidewalks and driveways;
- (4) Two 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.

- (a) The following signs are allowed in all districts and do not require a permit:

(1) *Temporary real estate signs.* Temporary real estate signs advertise the sale, rental, or lease of the premises upon which the sign is located.

a. Nonresidential districts and/or uses. Temporary real estate signs not exceeding 32 square feet in area are permitted in nonresidential districts.

b. Residential districts and/or uses. Temporary real estate signs not exceeding 16 square feet in area in residential districts and/or residential uses. Temporary real estate signs not exceeding 32 square feet in area are allowed in residential districts and/or uses for properties fronting on a major thoroughfare, parkway, arterial, or collector as identified in the city's thoroughfare plan, as amended from time to time.

c. All temporary real estate signs shall be removed not later than ten days following the sale, rental, or lease of the subject property.

d. All temporary real estate signs shall only be located on private property;

(2) *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. A sign, including a billboard, that contains primarily a political message on a temporary basis and that is generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political, is prohibited;

(3) *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) *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;

(5) *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 or as permitted for an attention getting device sign;

(6) *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;

(7) *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;

(8) *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;

(9) *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;

(10) *Informational signs.* Any sign for informational (non-advertisement) purposes not exceeding one square foot in area with letters not exceeding four inches in height;

(11) *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

(12) Signs within a ball park or other similar recreational facility and which cannot be seen from an adjacent street or adjacent properties;

(13) *Attention Getting Device Sign.*

- a. Attention getting device signs shall not extend over or into any street right-of-way, alley, sidewalk, or other public thoroughfare;
- b. All attention getting device signs shall be kept in good repair (i.e., not tattered, faded, or frayed); and
- c. All attention getting device signs shall be on-premise.

(b) The following signs are allowed in all districts and require a permit:

(1) *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;

(2) *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;

(3) *Occupation signs.* Signs identifying the name and profession of the occupant of a business establishment and not exceeding two square feet in area;

(4) *Temporary business signs.* 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.

(5) *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;

(6) *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;

(7) *Electronic changeable message signs.* 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. 1. 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

2. 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 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).

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.

(8) *Wall signs.* Each business establishment is allowed wall signage not exceeding the total square feet of the facade to which it is affixed:

a. Fifteen percent of the business frontage or a maximum 200 square feet for the side with the principal entrance;

b. Ten percent of the business frontage or a maximum 150 square feet for the side(s) fronting on a public street;

c. Ten percent of the business frontage or a maximum 150 square feet for all other sides;

d. Ten percent per side for canopies related to a business;

e. A maximum of 32 square feet for freestanding menu boards in addition to wall signs; or

- f. Wall signage may not project above the lower edge of the roof line or parapet of a building.
- (9) Home business sign. A home business sign may have one non-illuminated sign with a maximum area of two square feet; and
- (10) Menu board sign. A menu board sign shall be designed to be read from a distance no greater than ten feet.
- (c) 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. 53-11. 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 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;
- (10) 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;
- (11) Signs attached to or located upon outdoor exposed amenities such as trees, street signs, utility

poles, or fences, which are visible from any street;

(12) Signs which are off-premises signs;

(13) 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;

(14) 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~~

(15) Pole signs; and

(16) Sign types not strictly permitted in Section 53-10.

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 100 square feet in area plus an additional 10 square feet for each business establishment located in such shopping center or integrated business development, or 150 square feet, whichever is less, and not exceeding 15 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 15 feet in height above the surrounding finished grade level. The total sign area of both signs combined shall not exceed 250 square feet.

(3) Sign district C.

- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 50 square feet in area plus an additional five square feet in area for each business establishment located in such shopping center or integrated business development, or 100 square feet, whichever is less, and not exceeding 10 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 10 feet in height above the surrounding finished grade level. Such additional sign shall not exceed 50 square feet in area. The total sign area of both signs combined shall not exceed 150 square feet.

(4) Sign district D.

- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 50 square feet in area plus an additional five square feet in area for each business establishment located in such shopping center or integrated business development, or 100 square feet, whichever is less, and not exceeding 10 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 10 feet in height

above the surrounding finished grade level. Such additional sign shall not exceed 50 square feet in area. The total sign area of both signs combined shall not exceed 150 square feet.

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. 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. 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) *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. 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. Reserved.

Sec. 53-22. 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 _____, 2024.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____, 2024.

Dan Davis, Mayor

Attest:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney