

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 16, 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 -5:00 p.m.

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.

Workshop Session - Cont.

Discussion on any topic as listed on the current agenda.

Regular Session - 6:00 p.m.

Call To Order

Invocation

Inspirational Reading - Councilmember Akery

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

Proclamation

National Human Trafficking Prevention Month, January 2024

Public Hearing

TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF 0.7796 ACRES LOCATED AT 19201 MORRIS AVE, MANVEL, TEXAS (ABUTTING STARBUCKS LOCATED AT 7326 BLUEWATER ST, MANVEL, TX), 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 441310 "AUTOMOTIVE PARTS AND ACCESSORIES STORES"; 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.

Public Hearing

TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY CONSISTING OF A 2.713 ACRE TRACT OF LAND IN THE H. T. & R.R. CO. SURVEY, SECTION 62, ABSTRACT NO. 484, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF BISSELL ROAD (50 FOOT WIDE) LOCATED WEST OF MERIDIANA PARKWAY AND EAST OF THE GCWA CANAL; VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

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. Approve the second and final reading 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.
2. Approve the second and final reading 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.
3. Acceptance of infrastructure improvements for Valencia Lake C to begin the Two-Year Maintenance Period.
4. Acceptance of the meeting minutes to date.

Items Removed from Consent Agenda

Regular Agenda

1. Consideration and possible action to approve Ordinance 2024-O-06;
AN ORDINANCE AUTHORIZING ISSUANCE OF \$50,000,000 CITY OF MANVEL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; PRESCRIBING THE TERMS AND CONDITIONS THEREOF; AND PROVIDING FOR THE PAYMENT THEREOF; MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES AND MATTERS INCIDENT THERETO; AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT REGISTRAR AGREEMENT.

2. Consideration and possible action to approve Master Plan for Avellino;
BEING A SUBDIVISION OF 50.75 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION 71, A-291, BRAZORIA COUNTY, TEXAS, BEING OUT OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOL. 2, PG. 81-82, B.C.P.R. (Forwarded with favorable recommendation by PD&Z on 1/8/2024 - 6-0).
3. Consideration and possible action to direct staff to provide Applicants written statements of the conditions for any conditional approvals, and the reasons for disapproval of any plans or plats that were not approved, per Texas Local Government Code §212.0091.
4. Consideration and possible action to approve the first of two readings of Ordinance 2024-O-01;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF 0.7796 ACRES LOCATED AT 19201 MORRIS AVE, MANVEL, TEXAS (ABUTTING STARBUCKS LOCATED AT 7326 BLUEWATER ST, MANVEL, TX), 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 441310 "AUTOMOTIVE PARTS AND ACCESSORIES STORES"; 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 favorable recommendation by PD&Z 1/8/2024 - 6/0)
5. Consideration and possible action on a subdivision variance request seeking to vary Chapter 62, Section 62-42. (b)(4), Minor Plat, for a 5.0-acre tract of land located along the south side of Del Bello Boulevard, generally bounded by an unnamed/unimproved right-of-way (south), Pollard Drive (east), and Manvel Parkway (west) and authorize the Mayor to execute the Development Agreement.
6. Consideration and possible action to approve a Sponsorship Agreement between the City of Manvel and Waste Connections of Texas LLC.
7. Consideration and possible action to approve Resolution 2024-R-01;
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.
8. Consideration and possible action to approve Ordinance 2024-O-07;
AN ORDINANCE AMENDING ORDINANCE NO. 2023-O-32 AMENDING THE CITY FISCAL YEAR 2024 BUDGET ENDING SEPTEMBER 30, 2024, BY AMENDING THE UTILITY FUND BUDGET TO ACCOUNT FOR THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT RENEWAL APPLICATION FOR THE EXISTING WASTEWATER TREATMENT PLANT LOCATED 0.44 MILES NW OF THE INTERSECTION OF SH 6 AND SH 288 (MANVEL TOWN CENTER). 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.

9. Consideration and possible action to approve an INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 42 and THE CITY OF MANVEL for the reimbursement of costs associated with the Texas Pollutant Discharge Elimination System permit renewal application for the existing wastewater treatment plant located 0.44 miles northwest of the intersection of State Highway 6 and State Highway 288 in Brazoria County, Texas
10. Consideration and possible action to concur with the Chief of Police on the need for a Multi-Way Stop Intersection at Rodeo Palms & CR 58 (Croix Road).

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:

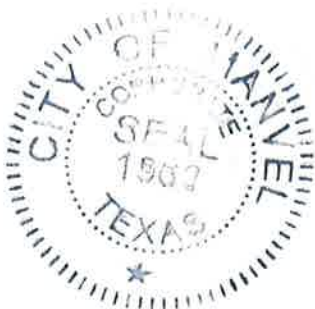
- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment 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 January 12, 2024 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 72 hours preceding the scheduled time of the meeting.


TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS



Proclamation

OFFICE OF THE MAYOR CITY OF MANVEL

Whereas, human trafficking is a public health issue and crime that exploits the most vulnerable among us and weakens the health and well-being of individuals, families, and communities across generations;

Whereas, more than 20 years since the passing of the Trafficking Victims Protection Act, human trafficking still exists—including the forced or fraudulent recruitment, harboring, or transportation of people for labor or commercial sex;

Whereas, an estimated 27.6 million people are subjected to human trafficking globally, including cases of human trafficking reported in every U.S. state and territory;

Whereas, human trafficking can happen to anyone, but certain populations are disproportionately at risk, including people affected by abuse, violence, poverty, unstable living situations, social disconnection, or discrimination;

Whereas, people can be trafficked in person and online; in industries such as restaurants, domestic work, construction, agriculture, and factories; and by strangers or someone they know, including employers, partners, and family members;

Whereas, human trafficking can be prevented by building individual, community, and societal understanding and resilience, reducing social inequities, and addressing the conditions that contribute to exploitation;

Whereas, the City of Manvel is dedicated to ensuring anyone impacted by human trafficking can receive services that provide individualized care, understand the impact of trauma, and incorporate cultural and linguistic needs;

Whereas, a successful response to human trafficking requires a coordinated, community-wide effort;

Whereas, every individual, family, community, and organization can contribute to enhancing human trafficking awareness, prevention, and response by learning about ways to help at acf.hhs.gov/otip and humantraffickinghotline.org;

Now, Therefore, I, Dan Davis, by virtue of the authority vested in me as Mayor of the City of Manvel, Texas, do hereby proclaim do hereby proclaim the month of January, 2024 as:



“National Human Trafficking Prevention Month”

reaffirming our commitment to increase awareness and education on human trafficking, make resources available to assist individuals and communities impacted by human trafficking, and build diverse public-private partnerships to support a more comprehensive response to prevent and respond to human trafficking.

In witness thereof, on January 16, 2024 I have hereunto set my hand and caused the seal of the City of Manvel to be affixed.

Dan Davis, Mayor



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: January 16, 2024

TOPIC: A request by GR-M1, Ltd. (Meridiana Developer) to abandon a 2,360.64-foot portion of Bissell Road right-of-way identified as a 2.713-acre tract of land situated in the H.T. & R.R. Co. Survey, Section 62, Abstract 484, Brazoria County, Texas. (Public Hearing only). An action item is not included because Planning, Development, and Zoning Commission (PD&Z) has tabled this item and a recommendation from the commission is pending.

BACKGROUND: The property owner, GR-M1, Ltd. (Meridiana Developer), has made a request to abandon a 2,360.64 linear foot portion of Bissell Road right-of-way. The 2.713-acre portion of right-of-way abuts the GCWA Canal (west), Burlington Northern Satna Fe railway (north) and Meridiana Parkway (east). The request has been made so the property owner can develop the approximate 70.754-acre remaining tract with garden homes. A preliminary plat, Meridiana Section 82 Detention Reserve, was conditionally approved by the Commission on November 13, 2023. One of the preliminary plat conditions included an approved amendment to the Meridiana GDP to include the 70-acres within the GDP boundary. In addition, an amendment to the Meridiana O-PUD has been filed with the City to approve the use of 'garden home' as a permitted land use.

As part of this application packet, are no objection letters for the Bissell Road right-of-way abandonment have been received from Brazoria County MUD No. 57 and BNSF Railway. The Brazoria County MUD No. 57 has offered no objection, and BNSF Railway has offered no objection subject to the City retaining an easement for existing utilities and drainage ditches and access to the signboard. In response to BNSF's no objection, the property owner has provided a 25-foot drainage easement along the northern boundary of the Meridiana Section 82 Detention Reserve Preliminary Plat. Further, the property owner has stated there is no evidence of a signboard either by survey or aerial photography which was referenced in BNSF's no objection letter. The City Secretary's Office has also submitted the right-of-way abandonment request to the utility companies. Staff has received a letter from AT&T indicating that they object to the abandonment (letter included) and the applicant was notified. Lastly, there are no other property owners that would be denied access to Bissell Road from this location.

At the January 8, 2024 PD&Z meeting, staff explained that comments regarding the Meridiana O-PUD amendment has been provided to the applicant. Also, that staff is waiting for an amended GDP to be submitted with the revised O-PUD amendment. Because staff has not had the opportunity to review the right-of-way abandonment application with an amended GDP and O-PUD for this site, staff recommended the

Commission to table this item so that the request can be brought back for consideration with the amended O-PUD and GDP. PD&Z Commission unanimously voted to table the item based on staff recommendation. Therefore, this request will be presented to the City Council for consideration at a later agenda date along with the amended O-PUD and GDP.

ATTACHMENTS: Ordinance No. 2024-O-03, ROW Abandonment Application, Bissell Road ROW Survey, Bissell Road Abandonment Exhibit, BNSF LONO, BCMUD No. 57 LONO, Meridiana Section 82 Detention Reserve Preliminary Plat (conditionally approved November 13, 2023), Letter of Objection from AT&T.

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER

Jessica Rodriguez, Director of
Development Services

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



ORDINANCE NO. 2023-O-03

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY CONSISTING OF A 2.713 ACRE TRACT OF LAND IN THE H. T. & R.R. CO. SURVEY, SECTION 62, ABSTRACT NO. 484, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF BISSELL ROAD (50 FOOT WIDE) LOCATED WEST OF MERIDIANA PARKWAY AND EAST OF THE GCWA CANAL; VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, GR-M1 Ltd., a Texas limited partnership, the property owner of land located west of Meridiana Parkway and east of the GCWA canal, has petitioned the City of Manvel, Texas, to vacate, abandon, and close the hereinafter described right-of-way abutting its property; and

WHEREAS, said right-of-way is known as a 2.713 acre tract of land in the H.T & R.R. CO. Survey, Section 62, Abstract No. 484, Brazoria County, Texas, being a portion of Bissell Road (50 foot wide) located west of Meridiana Parkway and east of the GCWA canal; and

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

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

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

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

Section 2. The City Council of the City of Manvel, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of city right-of-way consisting of a 2.713 acre tract of land in the H.T & R.R. CO. Survey, Section 62, Abstract No. 484, Brazoria County, Texas, being a portion of Bissell Road (50 foot wide) west of Meridiana Parkway and east of the GCWA canal and being more particularly described by metes and bounds, and shown by map, as attached as Exhibit B, attached hereto and incorporated herein.

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

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

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

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

Section 7. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any

reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 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

Exhibit A

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

**Application for Abandonment, Vacation, Closing and Relocation
of Streets, Alleys, Rights-of-Way and Easements**
Fees: \$1000.00 (to be paid after staff determines if the request is feasible)

Date September 22, 2023

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

GP-M1, Ltd., a Texas limited partnership

Address: 1602 Avenue D, Suite 100, Katy, TX 77493 Phone# 832-437-7863

Reason and intent for requested action:

The developer is requesting to abandon the portion of Bissell Road west of Meridiana Parkway and east of the GCWA Canal. The total distance of
this portion of ROW is 2,360.64 feet and abuts the developer's property on the south portion of Bissell Road as well as the
B.N.S.F. Railroad Company tract on the north side of Bissell Road. This portion of Bissell Road is currently not developed
and does not provide adequate traffic flow through the area. There are no recorded documents that dedicate this
portion of Bissell Road. The surrounding tracts are provided access by Alleluia Trail, Kruezer Road, Kirchner Road, and
Meridiana Parkway.

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

A 2.713 acre tract of land situated in the H.T. & R.R. Co. Survey, Section 62, Abstract 484, Brazoria County, Texas to be
abandoned.

Ashley Waggoner
Signature of Applicant

Exhibit A

Procedures:

Date of Action September 22, 2023

FEES PAID \$1,000

Check Number 2747

Collect the following documents

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

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

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

Staff procedures:

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

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

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

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

☐ Scheduled Public Hearing Date for Planning Development and Zoning

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

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

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

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

Exhibit B

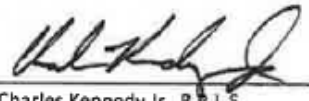
**METES AND BOUNDS DESCRIPTION
BEING A 2.713 ACRE TRACT OF LAND
IN THE H. T. & R.R. CO. SURVEY, SECTION 62, ABSTRACT 484
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 2.713 ACRE TRACT OF LAND IN THE H. T. & R.R. CO. SURVEY, SECTION 62, ABSTRACT NO. 484, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF BISSELL ROAD (50 FOOT WIDE); SAID 2.713 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found in the southerly right-of-way of Bissell Road marking the northerly common corner of a called 3.5 acre tract recorded under Brazoria County Clerk's File Number (B.C.C.F. NO.) 91889441 and a called 53.50 acre tract recorded under B.C.C.F. NO. 2009019609;

- 1) **THENCE**, North 19°33'24" East for a distance of 50.00 feet to a point for corner the northerly right-of-way line of said Bissell Road same being the southerly line of the B.N. & S.F. R.R. CO. (100 foot wide) as recorded in Vol. 78, Pg. 9 of the Brazoria County Deed Records (B.C.D.R.) and marking the northwesterly corner of the herein described tract of land;
- 2) **THENCE**, South 70°29'03" East, along the common line of said B.N. & S.F. R.R. CO. and said Bissell Road for a distance of 2,367.15 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found at the northwesterly intersection said Bissell Road and Meridiana Parkway as per the plat Meridiana Parkway Phase 7 Replat recorded under B.C.P.R. 2021007273;
- 3) **THENCE**, South 26°58'03" West, along the westerly right-of-way line of said Meridiana Parkway for a distance of 50.43 feet to the southeasterly corner of the herein described tract of land being in the southerly line of said Bissell Road and the northerly line of a 2.883 acre tract of land recorded under B.C.C.F. No. 2009015073;
- 4) **THENCE**, North 70°29'03" West, along the southerly line of Bissell Road same being the northerly line of said 2.883 acre tract, a called 15.61 acre tract of land recorded under B.C.C.F. No. 2009015073 and the aforementioned 53.50 acre tract of for a distance of 2,360.64 feet to the **POINT OF BEGINNING** and containing or 2.713 acres of land. This description has been prepared in conjunction with an exhibit map (08101100V-2021-EHAC01.dwg) prepared by EHRA dated July 29, 2021.

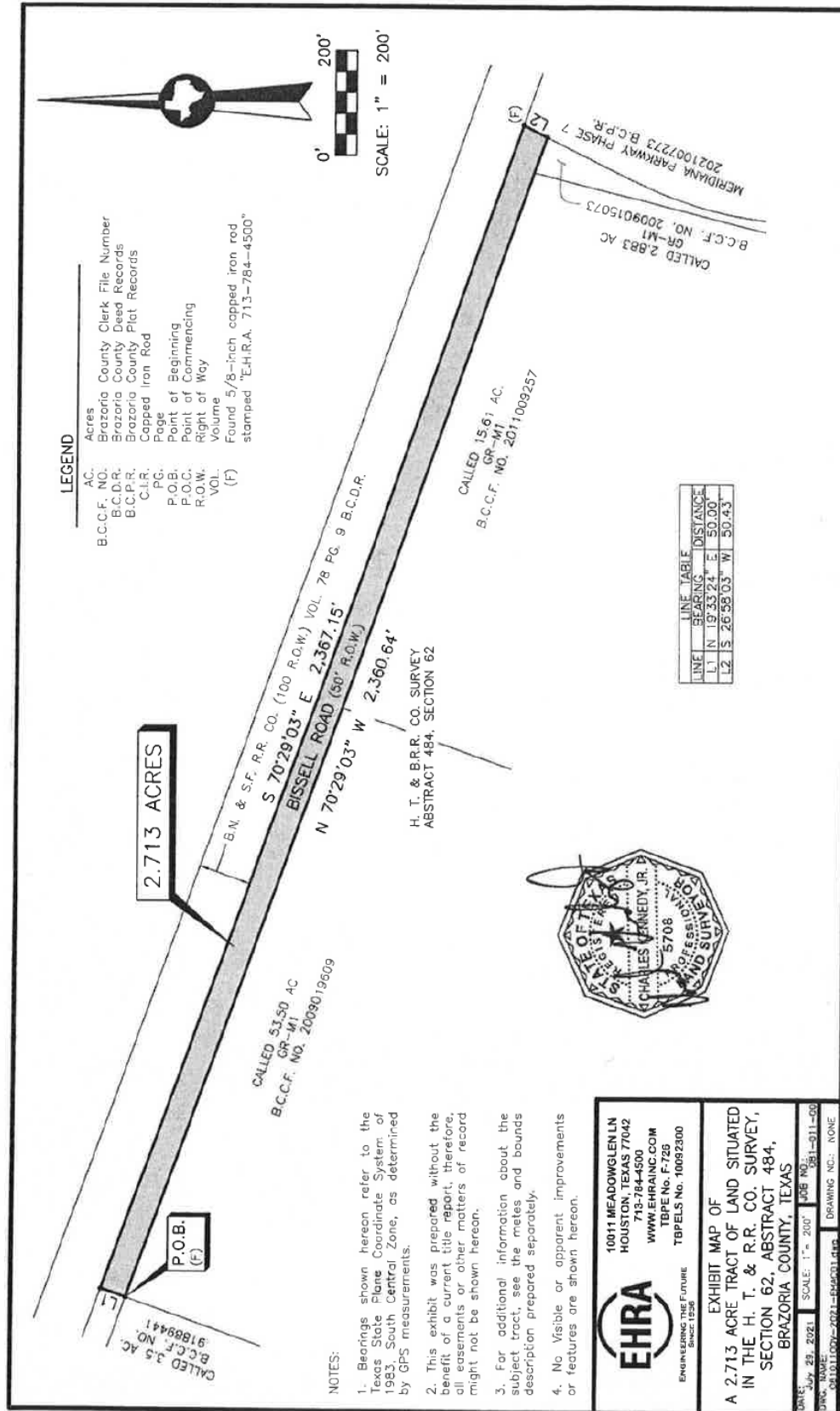
EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300


Charles Kennedy Jr., R.P.L.S.
Texas Registration No. 5708
10011 Meadowglen Ln
Houston, Texas 77042
713-784-4500



Date: July 29, 2021
Job No: 081-011-00
File No: R:\2008\081-011-00\documents\technical\2021\July\08101100V-2021-EHAC01-MB.doc

Exhibit B





Bissell Road R.O.W.: Portion to be Abandoned

2.713 acres of right-of-way situated in the H.T. & R.R. Co. Survey, Section 62, Abstract 484, Brazoria County, Texas

P:\081-011-150\LandPlan\ROW Abandonment\Bissell Road Abandonment\EXHIBITS\Bissell Road ROW Abandonment Area.dwg Sep 13, 2023-11:28am Edited by: awaggoner

September, 2023

0 50' 100' 200'
SCALE: 1"=200'
TRUE SCALE AT 11" x 17"

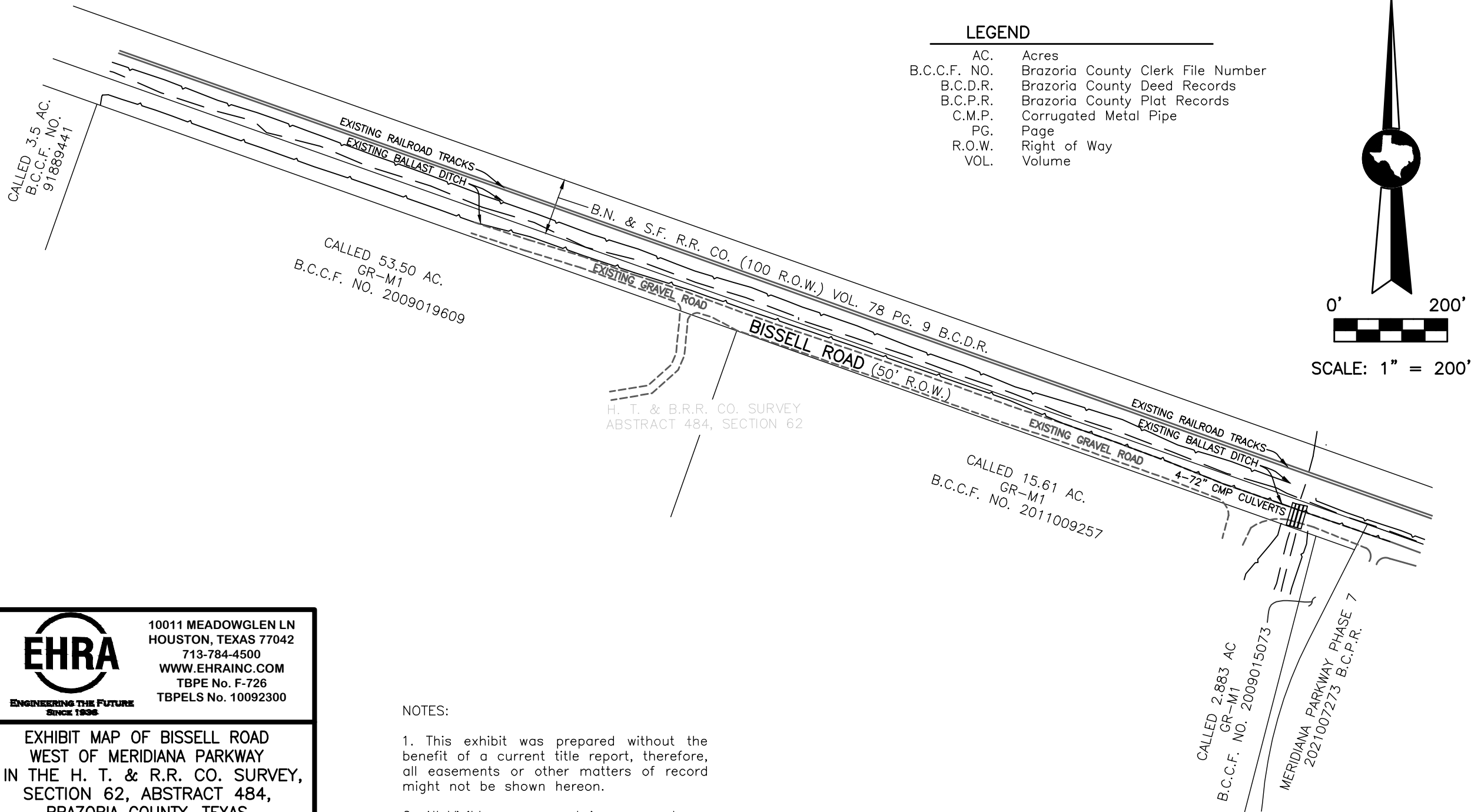


EHRA JOB NO.
081-011-150

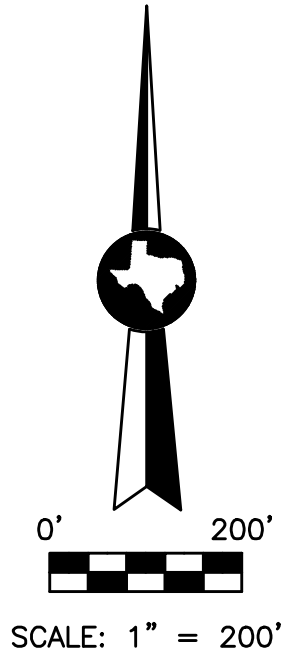
No warranty or representation of intended use,
design or proposed improvements are made
herein. All Plans for land or facilities are subject
to change without notice.



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



LEGEND	
AC.	Acres
B.C.C.F. NO.	Brazoria County Clerk File Number
B.C.D.R.	Brazoria County Deed Records
B.C.P.R.	Brazoria County Plat Records
C.M.P.	Corrugated Metal Pipe
PG.	Page
R.O.W.	Right of Way
VOL.	Volume



ENGINEERING THE FUTURE
SINCE 1936

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

EXHIBIT MAP OF BISSELL ROAD
WEST OF MERIDIANA PARKWAY
IN THE H. T. & R.R. CO. SURVEY,
SECTION 62, ABSTRACT 484,
BRAZORIA COUNTY, TEXAS

NOTES:

1. This exhibit was prepared without the benefit of a current title report, therefore, all easements or other matters of record might not be shown hereon.
2. All Visible or apparent improvements or features may not be shown hereon.

DATE: NOV. 2, 2022	SCALE: 1"= 200'	JOB NO.: 081-011-00
DWG. NAME: 08101100V-2022-EHRW01.dwg	DRAWING NO.: NONE	

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

**Application for Abandonment, Vacation, Closing and Relocation
of Streets, Alleys, Rights-of-Way and Easements**
Fees: \$1000.00 (to be paid after staff determines if the request is feasible)

Date September 22, 2023

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

GR-M1, Ltd., a Texas limited partnership

Address: 1602 Avenue D, Suite 100, Katy, TX 77493 Phone# 832-437-7863

Reason and intent for requested action:

The developer is requesting to abandon the portion of Bissell Road west of Meridiana Parkway and east of the GCWA Canal. The total distance of
this portion of ROW is 2,360.64 feet and abuts the developer's property on the south portion of Bissell Road as well as the
B.N.S.F. Railroad Company tract on the north side of Bissell Road. This portion of Bissell Road is currently not developed
and does not provide adequate traffic flow through the area. There are no recorded documents that dedicate this
portion of Bissell Road. The surrounding tracts are provided access by Alleluia Trail, Kruezer Road, Kirchner Road, and
Meridiana Parkway.

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

A 2.713 acre tract of land situated in the H.T. & R.R. Co. Survey, Section 62, Abstract 484, Brazoria County, Texas to be
abandoned.

Ashley Waggoner
Signature of Applicant

Procedures:

Date of Action September 22, 2023

FEES PAID \$1,000

Check Number 2747

Collect the following documents

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

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

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

Staff procedures:

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

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

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

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

_____ Scheduled Public Hearing Date for Planning Development and Zoning

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

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

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

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

GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.4803C0110K, dated December 30, 2020, the property lies within AO.
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. Indicates Brazoria County Clerk's File.
B.L. Indicates Building Line.
D.E. Indicates Drainage Easement.
M.H. Indicates Manhole.
P.G. Indicates Page.
P.A.E. Indicates Permanent Access Easement.
P.O.B. Indicates Point of Beginning.
P.U.E. Indicates Public Utility Easement.
P.V.T. Indicates Private.
R. Indicates Radius.
R.O.W. Indicates Right-Of-Way.
S.S.E. Indicates Sanitary Sewer Easement.
STM.S.E. Indicates Storm Sewer Easement.
U.E. Indicates Utility Easement.
VOL. Indicates Volume.
W.L.E. Indicates Water Line Easement.
X. Indicates change in street name.
- The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 57, Alvin Independent School District, and Brazoria County Conservation & Reclamation District No. 3.
- Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
- Before final plat recordation, the property within the boundaries of this plat will be annexed into Ordinance numbers 2009-O-03, 2009-O-04, and 2009-O-05 of the City of Manvel, Texas dated February 23, 2009, as well as the Administrative Changes regarding Ordinance number 2009-O-04, approved on March 3, 2022.
- All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009-O-04.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116a.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- Approval of the preliminary plat does not constitute acceptance of the subdivision, but is merely an authorization to proceed with the preparation of the final plat. Approval of the preliminary plat shall expire 12 months after commission approval, unless the final plat has been submitted to commission for final approval during that time. Upon written request of the subdivider, an extension of time may be given, at the discretion of the commission, for a single extension period of six months, provided the subdivider has shown good faith in proceeding to complete the work necessary prior to filing the final plat.
- Reserve "A" provides a total of 5.2 acres of unencumbered open space within the boundary of this plat.

BRAZORIA COUNTY CONSERVATION & RECLAMATION DISTRICT NO. 3:

- Drainage easements may be used by any government body for purposes of drainage work, provided Brazoria County Conservation & Reclamation District No. 3 (B.C.C.R.D.#3) is properly notified.
- All drainage easements shown hereon shall be kept clear of fences, building, foundations, plantings and other obstructions to the operation and maintenance of drainage facilities, landscaping shall be permitted within the detention ponds located within this subdivision.
- Maintenance of detention facilities shall be the sole responsibility of the owner of the property. B.C.C.R.D.#3 shall provide maintenance of regional facilities owned and constructed by B.C.C.R.D.#3, or sub-regional facilities constructed by developer(s) for which ownership has been transferred to B.C.C.R.D.#3 with their approval. B.C.C.R.D.#3 shall be responsible only for the maintenance of facilities owned by them, unless B.C.C.R.D.#3 specifically contracts or agrees to maintain other facilities.
- The sides of drainage channels and detention facilities shall be hydromulch seeded.
- Outfall structures and culverts shall comply with Section III C, 2 of the Brazoria County Conservation and Reclamation District No. 3 Regulations. Brazoria County Conservation and Reclamation District No. 3 has adopted the Brazoria County Drainage criteria manual as its guide. Erosion protection for outfall structures must be of reinforced concrete. Concrete rubble is not allowed.
- B.C.C.R.D.#3 approval of the final drainage plans and final plat (if required) does not affect the property rights of third parties. The developer shall be responsible for obtaining and maintaining any and all easements, fee strips and/or any other right-of-way across third party properties for the purpose of moving excess run-off of B.C.C.R.D.#3 drainage facilities as contemplated by the final drainage plans and the final plat.
- B.C.C.R.D.#3 personnel shall have the right to enter upon the property for inspection at any time during construction or as may be warranted to ensure the detention facilities operating properly.
- Detention is required by B.C.C.R.D. #3 in order to offset additional storm runoff due to the increased impervious cover from the development.

BENCHMARK(S):

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

RESERVE TABLE

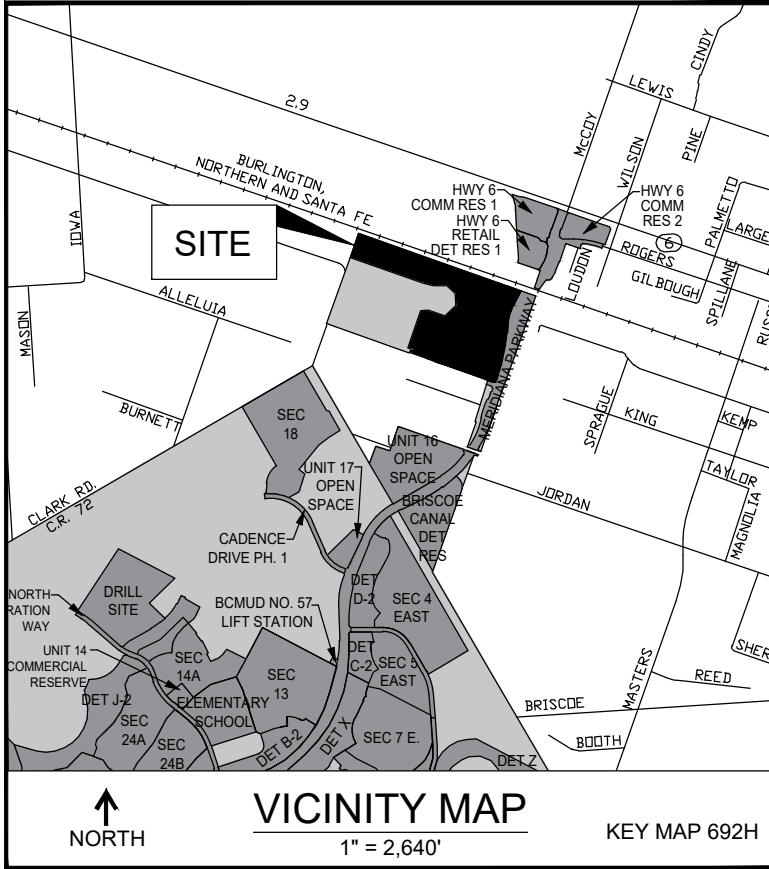
RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE	MAINTENANCE
A	DETENTION, LANDSCAPE, RECREATION, OPEN SPACE, & UTILITY PURPOSES	1,581,619.99	36.31	B.C.M.U.D. NO. 57
B	DRAINAGE, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	53,493.65	1.23	B.C.M.U.D. NO. 57
C	DRAINAGE, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	197,400.04	4.53	B.C.M.U.D. NO. 57
D	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	57,156.68	1.31	B.C.M.U.D. NO. 57
		1,889,670.36	43.38	

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	780.00'	301.70'	S 15°53'13" W	299.82'
C2	1,490.00'	121.28'	S 07°08'16" W	121.25'
C3	2,000.00'	97.06'	S 10°51'36" W	97.05'
C4	3,000.00'	15.11'	S 12°32'41" W	15.11'
C5	2,000.00'	244.97'	S 16°02'52" W	244.81'
C6	25.00'	39.27'	S 64°33'24" W	35.36'

LINE TABLE

LINE	ANGLE	DISTANCE
L1	S 09°28'11" W	66.76'
L2	S 12°32'20" W	39.92'
L3	S 19°33'24" W	24.68'
L4	N 19°33'24" E	50.00'
L5	N 70°26'36" E	50.00'
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OWNER CONTACT INFORMATION
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, STE. 100
KATY, TX 77493
832-916-2162

SCALE: 1"=100' NORTH

Meridiana Section 82 Detention Reserve Preliminary Plat A Subdivision of 43.38 acres out of the H.T. & B.R.R. Co. Survey, Section 64, A-483, and H.T. & B.R.R. Co. Survey, Section 62, A-484, City of Manvel, Brazoria County, Texas.

1 Block and 4 Reserves

Owner: GR-M1, LTD., a Texas Limited Partnership

Sheet 1

November 3, 2023

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRATEAM.COM
TBP# E NG. F-726
TBP# S NO. 1007200



EHRA JOB NO. 081-011-210

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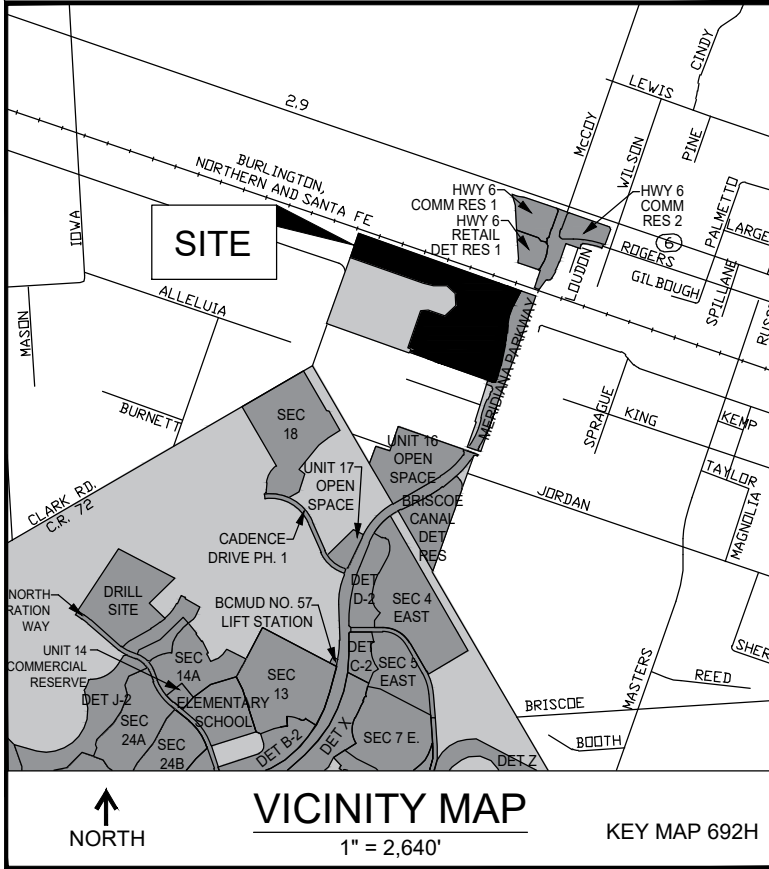
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Sheet 2

1 Block and 4 Reserves
Owner: GR-M1, LTD., a Texas Limited Partnership

November 3, 2023

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRATEAM
TBP# E NG. F-726
TBP# S NG. 10072600



EHRA JOB NO. 081-011-0110

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Dean Ferris
Director Right of Way

BNSF Railway Company
2500 Lou Menk Drive Fort
Worth, TX 76131-2828

817-867-0734

Dean.Ferris@bnsf.com

September 1, 2023

City of Manvel
Planning, Development, and Zoning Commission
6615 FM 1128
Manvel, TX 77578

RE: Proposed vacation of Bissell Road west of Highway 288 and south of the
BNSF Railway Company right of way

To Whom it may concern:

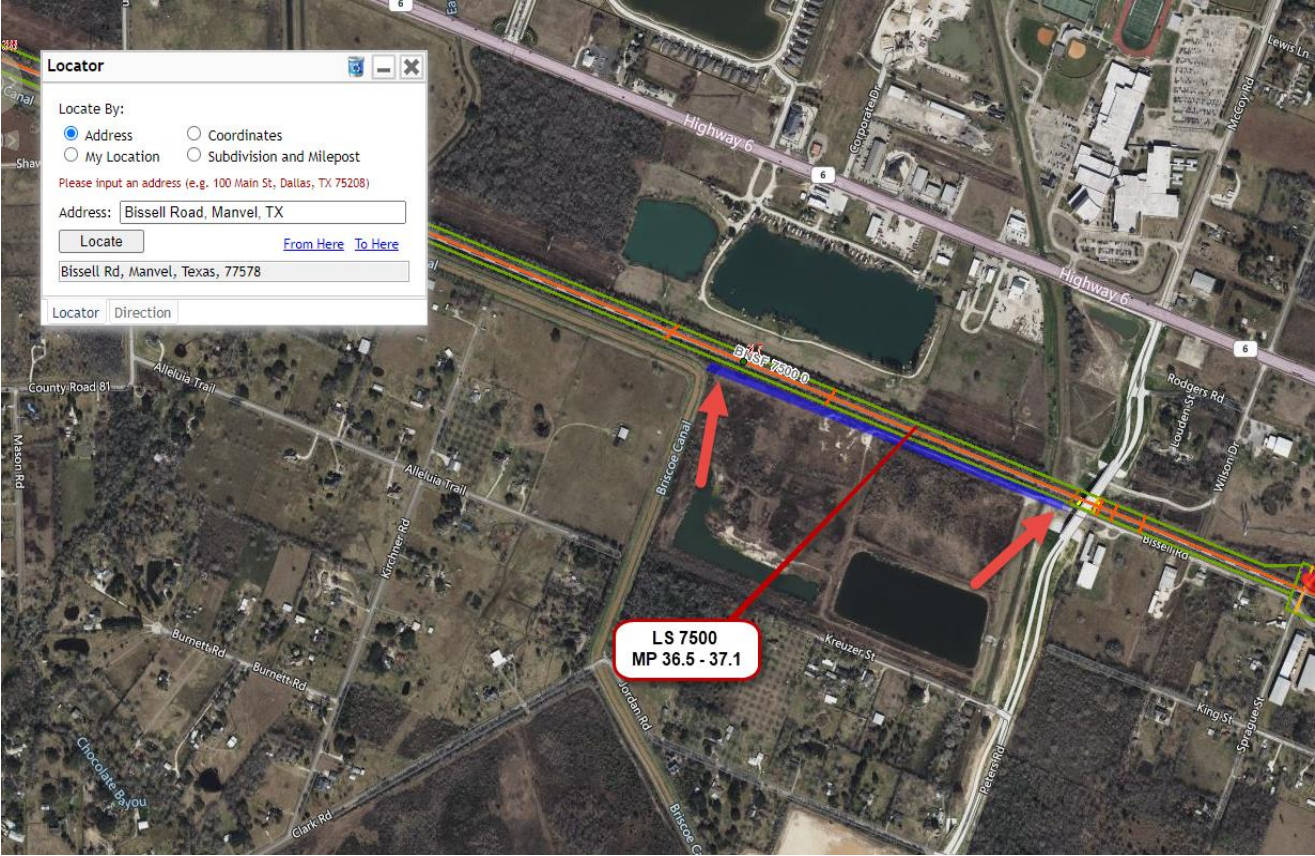
BNSF Railway Company, owner of the right of way adjoining the north side of
Platted Bissell Road west Highway 288 and continuing west to the Briscoe Canal
as shown on the attached aerial, has no objection to the vacation of this Street
right of way subject to the City retaining an Easement for existing utilities and
drainage ditches within the Road right of way, access to the signboard south of
the BNSF tracks and west of Highway 288 and BNSF Not receiving any interest
in receiving any of the vacated Street right of way except the right to continue to
use the drainage Easement for ditches located thereon.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dean Ferris", with a stylized flourish extending to the right.

Dean Ferris
Director Right of Way
BNSF Railway Company

Attachment



September 13, 2023

Mr. Brad Sweitzer
EHRA
10011 Meadowglen Lane
Houston, Texas 77042

Re: Bissell Road Right-Of-Way Abandonment
Brazoria County MUD No. 57
EHRA Project No. 071-045-00

Dear Mr. Sweitzer:

Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA has reviewed the subject exhibits and interposes “No Objection” to the abandonment of an approximately 2.7 AC section of Bissel Road right-of way located in and adjacent to the Meridiana Development.

If you have any questions or need additional information regarding this matter, please feel free to contact me at (713)784-4500.

Sincerely,



Hannah Ritchey, P.E.

HR/sf

cc: Mr. Dan Johnson – City of Manvel
Jared Bowlin, P.E. – Firm



December 28, 2023

Tammy Bell
Manvel City Hall
PO Box 187
Manvel, TX 77578

RE: ROW ABANDONMENT – Bissell Road, Manvel, Texas.

Ms. Bell,

Southwestern Bell Telephone Company (SWBT) "**OBJECTS**" at this time to the ROW abandonment of the 50' ROW of Bissell Road west of Highway 288 and south of the BNSF Railway Company ROW situated in the H.T. & R.R. Survey, Section 62, Abstract 484, Brazoria County, Texas and described in the email and attached survey dated December 8, 2023.

There are existing SWBT facilities shown on records located in this ROW. Please confirm the facilities with cable locate 811 and contact the AT&T CWOTS department at 1-855-581-9891 to relocate cable if necessary. Questions and procedures concerning this can be referred to the AT&T Engineer Michael Travis at mt4089@att.com or 281-853-4496.

If you have any questions, please contact me by email at sm8285@att.com.

Sincerely,

Sonya Merrill

Sonya Merrill
Manager-Engineering
Right-of-Way

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



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: January 16, 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 Council heard the first reading of the ordinance on January 2, 2024, whereby Mayor Davis motioned to amend Ordinance No. 2024-O-05 to remove the last sentence of Section 53-10 (a) (2) stating "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;" The motion was seconded by Councilman Lands. The amendment motion was passed by a vote of six yeas to zero nays. Amended Ordinance No. 2024-O-05 was motioned for approval by Councilman Hudson and seconded by Councilman Perry. The motion was passed by a vote of six yeas to zero nays.

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

ATTACHMENTS: Ordinance No. 2024-O-05 (revised from January 2, 2024 City Council meeting)

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;

(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



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: January 16, 2024

TOPIC: Acceptance of infrastructure improvements for Valencia Lake C to begin the Two-Year Maintenance Period.

BACKGROUND: City Staff has approved the final walk through on this project for the civil site work. The applicant has submitted the Two-Year Maintenance Bond with the City Secretary's Office and the As-Built Construction Plans have been submitted to Development Services Department.

STAFF RECOMMENDATION: Staff recommends City Council accept the infrastructure improvements for this project to begin the Two-Year Maintenance Period.

ATTACHMENTS: N/A

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 _____

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 1/2/2024

Workshop Session

Mayor Davis called the workshop of the Manvel City Council to order at 5:01 p.m.
Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 2 David Lands
City Councilmember Place 3 Harry Opliger
City Councilmember Place 6 Jerome Hudson
City Councilmember Place 5 Crystal Sarmiento
City Councilmember Place 4 Ed Perry

Absent: City Councilmember Place 1 Larry Akery

Also Present: Daniel Johnson, City Manager
Bobby Gervais, City Attorney
Jessica Rodriguez, Director of Development Services
Keith Traylor, Chief of Police
Tammy Bell, City Secretary
Rosie Donaire, Finance Director
Robbie Hall, Public Works Director
Chad Dumont, Personnel Director
Brooke Cyphers, Public Information Officer

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

Joe Morrow provided an update to Council.
Mayor Davis wants to ensure that this debt will not cause a tax increase on citizens.

January 2, 2024 MANVEL CITY COUNCIL MEETING MINUTES

Councilmember Perry discusses the importance of educating the citizens on their taxes and doesn't want to shortchange the city's needs by not raising taxes.

*Councilmember Ed Perry arrived at 5:12 p.m.

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.

Mayor Davis convened the workshop into Executive Session at 5:37 p.m.

Mayor Davis reconvened the workshop out of Executive Session at 6:09 p.m.

There was no action taken during Executive Session.

Mayor Davis adjourned the Workshop at 6:10 p.m.

Regular Session

Call To Order

Mayor Davis called the meeting of the Manvel City Council to order at 6:11 p.m.

Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 2 David Lands
City Councilmember Place 3 Harry Opliger
City Councilmember Place 6 Jerome Hudson
City Councilmember Place 4 Ed Perry
City Councilmember Place 5 Crystal Sarmiento

Absent: City Councilmember Place 1 Larry Akery

Also Present: Daniel Johnson, City Manager
Bobby Gervais, City Attorney
Jessica Rodriguez, Director of Development Services
Keith Traylor, Chief of Police
Tammy Bell, City Secretary
Rosie Donaire, Finance Director
Robbie Hall, Public Works Director
Chad Dumont, Personnel Director
Brooke Cyphers, Public Information Officer

Invocation

Inspirational Reading - Councilmember Hudson

Pledge

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 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

Brad Gardner - 6610 Pollard Drive - Request to have DelBello Spur Paved.

Patrick Cassidy - 5747 Bob Wright Trail - Serenity Trails in Meridiana. Concerns with the need for speed control coming down Meridiana Parkway @ Sorrow Drive.

City Manager Update

Cocoa and cookies with Santa was a huge success.

Staff performance reviews are all completed.

MLK Holiday on 1/15/2024

PD - Chief Traylor shared that all the vacant positions have been filled in the Police Department.

Newport Lakes stone wall being worked on by code enforcement.

Jan 6, will be the Pearland MLK award banquet - honoring Council Member Hudson who will be receiving the community service award.

Consent Agenda

1. Acceptance of the meeting minutes to date.

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

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: City Councilmember Place 1 Larry Akery

Abstained: None

Items Removed from Consent Agenda – None

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.

Alia Vinson, ABHR, addressed the Council.

Councilmember Hudson 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 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: City Councilmember Place 1 Larry Akery

Abstained: None

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.

Jeff Braun, Executive Director of ESD 3, addressed the Council.

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

The motion carried with a vote: 5/0

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

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.

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

The motion carried with a vote: 5/0

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

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.

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

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.

Councilmember Hudson 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 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: City Councilmember Place 1 Larry Akery

Abstained: None

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 Davis made the motion to amend to remove the language added in the last sentence, "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". Councilmember Lands seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: City Councilmember Place 1 Larry Akery

Abstained: None

Councilmember Hudson made the motion to approve as amended. Councilmember Perry seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: City Councilmember Place 1 Larry Akery

Abstained: None

Mayor and Council Comments

None

Adjourn

Mayor Davis made the motion to adjourn the meeting at 7:23 p.m. Councilmember Hudson seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: City Councilmember Place 1 Larry Akery

Abstained: None

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

We, the undersigned officers of the City of Manvel, Texas (the “City”), hereby certify as follows:

1. The City Council (the “City Council”) of the City convened in a regular meeting on January 16, 2024, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of said City Council and the City Secretary, constituting a quorum. Whereupon, among other business, the following was transacted at such meeting:

ORDINANCE AUTHORIZING ISSUANCE OF \$50,000,000 CITY OF MANVEL, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; PRESCRIBING THE TERMS AND CONDITIONS THEREOF; PROVIDING FOR THE PAYMENT THEREOF; MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES AND MATTERS INCIDENT THERETO; AND AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT.

(the “Ordinance”) was duly introduced for the consideration of the City Council and read in full. It was then duly moved and seconded that the Ordinance be adopted, which passed by the following vote:

AYES: —
NAYS: —

2. A true, full and correct copy of the Ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Ordinance has been duly recorded in the City Council’s minutes of such meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council’s minutes of such meeting pertaining to the adoption of the Ordinance; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Ordinance would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and public notice of the date, hour, place and subject of

such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED AND SEALED January 16, 2024.

City Secretary

(SEAL)

2024-O-06

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

ORDINANCE AUTHORIZING ISSUANCE OF \$50,000,000 CITY OF MANVEL, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; PRESCRIBING THE TERMS AND CONDITIONS THEREOF; PROVIDING FOR THE PAYMENT THEREOF; MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES AND MATTERS INCIDENT THERETO; AND AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT.

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

ARTICLE I.

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. It is hereby officially found and determined that:

(a) The City of Manvel, Texas (the “City”) is a home rule city existing under the authority of and pursuant to the Constitution and laws of the State of Texas.

(b) The City Council of the City (the “City Council”) has determined that the City requires funds to use for the purpose of paying contractual obligations to be incurred (1) for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations incurred for the design and construction of wastewater regional facilities, streets, and sidewalk improvements, as well as other improvements, including without limitation, related drainage and ancillary facilities, and (2) for professional services.

(c) The City is authorized to issue certificates of obligation pursuant to Chapter 271, Subchapter C, Texas Local Government Code (“Local Government Code”), for authorized needs and purposes.

(d) The City Council has determined that it is in the best interest of the City to issue the Certificates authorized by this Ordinance and provided notice of its intent to issue such Certificates as required by Section 271.049, Local Government Code.

ARTICLE II. DEFINITIONS AND INTERPRETATIONS

Section 2.1. Definitions. In this Ordinance, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

“Accounting Principles” means the accounting principles described in the notes to the Audit as such principles may be changed from time to time to comply with State laws or regulations.

“Annual Financial Information and Operating Data” means the financial information and operating data of the general type included in the final Official Statement authorized by this Ordinance under the headings “Tables numbered 1 through 6 and 8 through 15” and in “APPENDIX B”.

“Audit” means the audited financial statements of the City prepared by an independent auditor in accordance with Auditing Principles and applicable law.

“Certificates” shall mean the “City of Manvel, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024” being sold to the Purchaser pursuant to this Ordinance.

“City” shall mean the City of Manvel, Texas, and, where appropriate, the City Council thereof and any successor to the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System established by the MSRB.

“Financial Obligation” shall have the meaning of such word as used under the Rule.

“Gross Revenues” shall mean all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System; and the interest income from the investment or deposit of money. Gross Revenues shall not include any of (i) grants from, or payments by, any federal, state or local governmental agency or authority or any other entity or person, the use of which is restricted by law or by the terms of the grant or payment to capital expenditures of the System, (ii) capital assets, debt service funds or debt service reserve funds of water districts or other public or private sewer systems annexed, acquired or otherwise assumed by the City or (iii) any interest earned on items (i) or (ii) above.

“Interest and Sinking Fund” means the interest and sinking fund of the City described in Section 5.1 of this Ordinance into which all funds for the payment of debt service on the Certificates shall be deposited in accordance with the terms of this Ordinance.

“Interest Payment Date” shall mean February 15 and August 15 of each year as applicable, commencing on August 15, 2024.

“Issuance Date” shall mean, with respect to the Certificates, the date on which each such Certificate is authenticated by the Paying Agent/Registrar and delivered to the Purchaser. A Certificate delivered on transfer of or exchange for a Certificate shall bear the same Issuance Date as the Certificate in lieu of or in exchange for which the new Certificate is delivered.

“Maintenance and Operation Expenses” shall mean the reasonable and necessary expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service and all payments under contracts which are now or hereafter defined as operating expenses by the Legislature of Texas. Depreciation shall never be considered as a Maintenance and Operation Expense. Maintenance and Operation Expenses shall include, without limitation, all payments under contracts for the impoundment, conveyance or treatment of water or otherwise which are now or hereafter defined as operating expenses by the Legislature of Texas and the treatment of such payments as Maintenance and Operation Expenses shall not be affected in any way if, subsequent to the entering into such contracts, the City acquires as a part of the System title to any properties or facilities used to impound, convey or treat water under such contracts, or if the City contracts to acquire title to such properties or facilities as a part of the

System upon the final payment of debt service on the Certificates issued to finance such properties or facilities.

"Material" shall have the meaning of such word as used under federal securities laws.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" shall mean all Gross Revenues remaining after deducting the Maintenance and Operation Expenses.

"Obligated Person" shall have the meaning of such word as used under the Rule.

"Ordinance" shall mean this Ordinance and all amendments hereof and supplements hereto.

"Outstanding," when used with reference to the Certificates shall mean, as of a particular date, the Certificates theretofore delivered except: (a) any such Certificates canceled by or on behalf of the City at or before said date; (b) any such Certificates defeased pursuant to the defeasance provisions of the Ordinance authorizing its issuance, or otherwise defeased as permitted by applicable law; and (c) any such Certificates in lieu of or in substitution for which another Certificate shall have been delivered pursuant to the Ordinance authorizing the issuance of such Certificates.

"Owner" or "Registered Owner," when used with respect to the Certificates, shall mean the person or entity in whose name each such Certificate is registered in the Register. Any reference to a particular percentage or proportion of the Owners of the Certificates shall mean the Owner at a particular time of the specified percentage or proportion in aggregate principal amount of all Certificate then Outstanding.

"Paying Agent/Registrar" shall mean Wilmington Trust, N.A., a national banking association, with offices in Dallas, Texas, and its successors in that capacity.

"Purchaser" is defined in Section 5.3.

"Register" shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to the Owner of Certificates.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“System” shall mean the City’s water and wastewater system.

Section 2.2. Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the tax levy to secure the payment of the Certificates.

ARTICLE III. TERMS OF THE CERTIFICATES

Section 3.1. Name, Amount, Purpose, Authorization. The Certificates, to be known and designated as the “CITY OF MANVEL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024,” in the principal amount of \$50,000,000 shall be issued in fully registered form, without coupons. The Certificates are being issued the purpose of paying contractual obligations to be incurred (1) for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations incurred for the design and construction of wastewater regional facilities, streets, and sidewalk improvements, as well as other improvements, including without limitation, related drainage and ancillary facilities, and (2) for professional services; all under and pursuant to the authority of Chapter 271, Subchapter C, Texas Local Government Code, as amended, Chapter 1201 of the Texas Government Code, and all other applicable law.

Section 3.2. Numbers, Date and Denomination. The Certificates shall be numbered separately from R-1 upward, shall be dated as of January 15, 2024, and shall be in the denomination of \$5,000 principal amount or any integral multiple thereof.

Section 3.3. Interest Payment Dates, Interest Rates and Maturities. The Certificates shall bear interest from the date of delivery, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates per annum set forth below, calculated on the basis of a 360-day year composed of twelve 30-day months and payable semiannually on February 15 and August 15 of each year, commencing August 15, 2024, until maturity or prior redemption.

If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be 15 days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

The Certificates shall mature and become payable on the dates and in the respective principal amounts set forth below, subject to prior redemption as set forth in the FORM OF CERTIFICATE in Article IV hereof:

Maturity Date (August 15)	Principal Amount	Interest Rate
2027		%
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		

2051		
2052		
2053		

Section 3.4. Redemption Prior to Maturity. The Certificates are subject to optional and mandatory sinking fund redemption in the manner provided in the FORM OF CERTIFICATE set forth in Article IV of this Ordinance.

Section 3.5. Manner of Payment, Characteristics Execution and Authentication. The Paying Agent/Registrar shall be the paying agent for the Certificates. The Certificates shall be payable, shall have the characteristics, shall be signed and executed, shall be sealed, and shall be authenticated, all as provided and in the manner indicated in the FORM OF CERTIFICATE set forth in Article IV of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Certificates, as provided in the FORM OF CERTIFICATE, shall cease to be such officer before the authentication of the Certificates or before the delivery of the Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

On the Issuance Date, the Initial Certificate, being a single certificate representing the entire principal amount of the Certificates (the "Initial Certificate"), payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor and Secretary of the City, or other designated City official, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Registrar shall cancel the Initial Certificate and deliver the Certificates to DTC in accordance with Section 3.8.

Section 3.6. Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of mailing payment of the principal and premium, if any, thereof, and for the further purpose of making payment of interest thereon, for the purpose of giving notice to the Owners of the Certificates, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.7. Registration, Transfer, and Exchange. So long as any Certificates remain Outstanding, the Paying Agent/Registrar shall keep the Register at its principal

payment office and a copy thereof at an office in the State of Texas, in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon presentation and surrender thereof at the principal payment office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within 72 hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

Each Certificate shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and bearing interest at the same rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each exchanged or replaced Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

Section 3.8. Book-Entry Only System.

(a) The Initial Certificate shall be delivered against payment to the Purchaser. The Purchaser shall be required to promptly surrender the Initial Certificate to the Paying Agent/Registrar for exchange. Certificates issued in exchange shall be registered in the name of Cede & Co., as nominee of DTC, as registered owner of the Certificates, and held in the custody of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an

interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the resolution of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payments of principal, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The execution and delivery of the Blanket Issuer Letter of Representations is hereby approved with such changes as may be approved by the Mayor of the City, and the Mayor of the City is hereby authorized and directed to execute such Blanket Issuer Letter of Representations.

Section 3.9. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, as long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Blanket Issuer letter of Representation.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Registrar determines that DTC is

incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the City or the Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (b) notify DTC of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC account. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Certificate holders transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Cancellation. A Certificate paid or redeemed in accordance with this Ordinance, and any Certificate in lieu of which an exchanged Certificate or replacement Certificate are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with a certificate of destruction of such Certificate. The Certificates shall not be considered paid in full, and the Registered Owner shall not be required to present the Certificates for payment of principle or interest, until the final principle payment.

Section 3.12. Replacement Certificates. In the event the Book Entry Only System is discontinued, upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar.

If the Certificate is destroyed, lost or stolen, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Certificate of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner thereof shall have:

(a) Furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(b) Furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(c) Paid all expenses and charges in connection therewith, including, but not to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) Met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such damaged, mutilated, destroyed, lost or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

ARTICLE IV. FORM OF CERTIFICATE

The Certificates shall be in substantially the following form, with such omissions, insertions and variations as may be permitted or required pursuant to the terms of this Ordinance:

(a) **FORM OF CERTIFICATE**

**UNITED STATES OF AMERICA
STATE OF TEXAS**

**CITY OF MANVEL, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION, SERIES 2024**

NUMBER	DENOMINATION
R-	\$ _____
REGISTERED	REGISTERED

INTEREST RATE:	ISSUANCE DATE:	MATURITY DATE:	CUSIP NO.:
_____ %	February 15, 2024	_____, _____	_____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Manvel, Texas, a home rule municipality and a body politic and corporate existing under the Constitution and laws of the State of Texas (herein the "City"), for value received, hereby promises to pay, to the Registered Owner identified above or registered assigns, from certain pledged revenues and funds as hereinafter specified, on the Maturity Date specified above, upon presentation and surrender of this certificate at the principal payment office of the "Paying Agent/Registrar," initially Wilmington Trust, N.A., a national banking association, in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, the Principal Amount identified above (or so much as shall not have been paid upon prior redemption), and to pay, solely from such pledged revenues and funds, interest thereon at the Interest Rate shown above, calculated on the basis of a 360-day year composed of twelve 30-day months, from the later of February 15, 2024, or the most recent interest payment date to which interest has been paid or duly provided for. The date of this certificate is January 15, 2024, and interest shall accrue on the principal amount hereof from the Issuance Date. Interest on this certificate is payable on each February 15 and August 15, beginning August 15, 2024, until the maturity or redemption date of this certificate or until the City's obligation with respect to this certificate has been satisfied. Interest on this certificate shall be payable by check mailed by the Paying Agent/Registrar to the

Registered Owner of record as of the 15th day of the month next preceding the interest payment date as shown on the books of registration kept by the Paying Agent/Registrar.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (herein the "Certificates") in the aggregate principal amount of \$50,000,000 issued pursuant to an Ordinance adopted by the City Council of the City on January 17, 2024 (herein the "Ordinance") for the purpose of paying contractual obligations to be incurred (1) for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations incurred for the design and construction of wastewater regional facilities, streets, and sidewalk improvements, as well as other improvements, including without limitation, related drainage and ancillary facilities, and (2) for professional services, under and pursuant to Chapter 271, Subchapter C, Texas Local Government Code, as amended, and all other applicable law.

THIS CERTIFICATE AND ALL OF THE CERTIFICATES are payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a lien on and limited pledge of the "Net Revenues" collected and received by the City from the operation and ownership of the City's water and sewer system, not to exceed \$2,500, as defined and provided in the Ordinance, which Net Revenues are required to be set aside for and pledged to the payment of the Certificates and all additional Certificates issued on a parity therewith, in the interest and sinking fund to be maintained for the payment of all such Certificates, all as more fully described and provided for in the Ordinance.

THE CITY SHALL HAVE THE OPTION OF CALLING the Certificates maturing on and after February 15, 2034, for redemption prior to maturity on February 15, 2033, or any date thereafter, in whole or in part, and if in part (but if less than all the Certificates of a single maturity are called for redemption, those certificates called shall be selected by lot or other customary random method by the Paying Agent/Registrar), at par plus accrued interest to the date fixed for redemption.

IN ADDITION TO BEING SUBJECT TO OPTIONAL REDEMPTION, THE CERTIFICATES ISSUED AS TERM CERTIFICATES maturing on _____ the "Term Certificate"), is subject to mandatory redemption prior to maturity in the following amounts (subject to reduction as hereinafter provided), on the following dates ("Mandatory Redemption Dates"), at a price equal to the principal amount redeemed plus accrued interest to each Mandatory Redemption Date, subject to the conditions set forth below:

TERM CERTIFICATE

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
August 15,	\$
August 15,	\$

ON OR BEFORE 30 days prior to each Mandatory Redemption Date set forth above, the Registrar shall (i) determine the principal amount of such Term Certificate that must be mandatorily redeemed on such Mandatory Redemption Date, after taking into account deliveries for cancellation and optional redemptions as more fully provided for below, (ii) select, by lot or other customary random method, the Term Certificate or portions of the Term Certificate of such maturity to be mandatorily redeemed on such Mandatory Redemption Date, and (iii) give notice of such redemption as provided in the Certificate Ordinance. The principal amount of any Term Certificate to be mandatorily redeemed on such Mandatory Redemption Date shall be reduced by the principal amount of such Term Certificate which, by the 45th day prior to such Mandatory Redemption Date, either has been purchased in the open market and delivered or tendered for cancellation by or on behalf of the District to the Registrar or optionally redeemed and which, in either case, has not previously been made the basis for a reduction under this sentence.

CERTIFICATES MAY BE REDEEMED IN PART only in integral multiples of \$5,000 of principal amount or maturity amount, as applicable. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, the Paying Agent/Registrar shall treat each Certificate as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount (or maturity amount) of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefore a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

NOTICE OF ANY REDEMPTION identifying the Certificates or portions thereof to be redeemed shall be sent by United States mail, first-class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar not less than 30 days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be

regarded as being outstanding except for the purpose of being paid by the Paying Agent/Registrar with the funds so provided for such payment.

THE CITY HAS RESERVED THE RIGHT to issue additional tax and water and sewer system revenue bonds or certificates, subject to the restrictions contained in the Ordinance, which Certificates may be secured by a senior lien on, on a parity with, or subordinate and inferior to, the lien on the Net Revenues securing this certificate and the series of which it is a part.

THE PAYING AGENT/REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Certificate called for redemption during the 15 days prior to mailing of any notice of redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the registered owner of a Certificate called for redemption in part.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is on file in the office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner of this certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Certificates; the priority for the application and use of the income and revenues of the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Certificates; the terms and conditions for the issuance of additional obligations, including Additional Certificates; the terms and conditions for amending the Ordinance; the terms and conditions relating to the transfer or exchange of this certificate; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this certificate, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein, unless otherwise defined, have the same meanings assigned in the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this certificate has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this certificate have been performed, existed, and been done in accordance with law; that the Certificates do not exceed any statutory limitation; and that provision has been made for the payment of the principal of and interest on this Certificate and all of the Certificates by a levy of an ad valorem tax on all taxable property in the City within the limits prescribed by law and the aforesaid lien on and limited pledge of the Net Revenues, not to exceed \$2,500.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this certificate either (i) is registered by the Comptroller of Public Accounts of the State of Texas or (ii) is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate manually endorsed hereon. Such duly executed certificate of authentication shall be conclusive evidence that this certificate was delivered by the Paying Agent/Registrar under the provisions of the Ordinance.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and has in the Ordinance directed this certificate to be signed by the Mayor and countersigned by the Secretary of the City by their printed facsimile signatures.

CITY OF MANVEL, TEXAS

Mayor

(SEAL)

City Secretary

b. Form of Registration Certificate of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this .

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) **FORM OF AUTHENTICATION CERTIFICATE**

The following form of Authentication Certificate shall appear on each of the Certificates.

AUTHENTICATION CERTIFICATE

Registration Date: _____

This Certificate is described in and delivered pursuant to the within mentioned Ordinance; and has been issued in conversion of and exchange for or replacement of a Certificate of an issue which originally was approved by the City Council of the City of Manvel, Texas.

By: _____
Authorized Signature

(d) **FORM OF ASSIGNMENT**

The following form of assignment shall appear on each of the Certificates.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Certificate and hereby irrevocably constitutes and appoints _____ attorney to transfer said Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Registered Owner

Signature Guaranteed:

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Certificate in every particular, without any alteration, enlargement or change whatsoever.

Notice: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank of trust company.

e. The Initial Certificate shall be in the form set forth in paragraphs a, b, and d of this Section, except for the following alternations:

i. immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP No." deleted;

ii. in the first paragraph of the Certificate, the words "on the Maturity Date specified above," "the Principal Amount identified above (or so much as shall not have been paid upon prior redemption)," and "at the Interest Rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence " . . ., with such principal to be paid in installments on February 15 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in Section 3.3]

iii. the Initial Certificate shall be in the name of Cede & Co. and numbered IB-1.

ARTICLE V. TAX LEVY; SALE OF CERTIFICATES, AND RELATED PROVISIONS

Section 5.1. Interest and Sinking Fund; Tax Levy; Pledge. The Interest and Sinking Fund of the City is hereby confirmed. To provide for the payment of the principal and interest on the Certificates, the City levies and shall levy for the current year and each succeeding year thereafter while the Certificates or any interest thereon are outstanding, a sufficient tax on each \$100 of taxable property in the City, within the limits prescribed by law, sufficient to pay the current interest on the Certificates as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the Certificates or the amount required to pay each installment of principal of the Certificates as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection. Such tax shall be assessed and collected each year, and the same may not be diverted to any other purpose. The City shall pay the taxes so levied and collected into the Interest and Sinking Fund, and said taxes and fund are hereby irrevocably pledged to the payment of the interest on and principal of the Certificates and to no other purpose. The City Council hereby declares its purpose and intent to provide and levy such tax, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness. In addition, the Certificates shall be equally and ratably secured by a lien on and limited pledge of the Net Revenues as collected and received by the City from the operation and ownership of the System, not to exceed \$2,500, which Net Revenues shall, in the manner herein provided, be set aside for and pledged to the payment of the Certificates in the Interest and Sinking Fund as hereinafter provided, and the Certificates shall be, in all respects, on a parity with and of equal dignity with one another.

To pay the interest coming due on the Certificates on August 15, 2024, there is hereby appropriated from current funds on hand an amount equal to such interest on the Certificates, which amount is hereby declared to be available for such purpose and such amount shall be used for no other purpose.

5.2. Rates and Charges. So long as any Certificates remain Outstanding, the City shall fix, charge and collect rates and charges for the use and services of the System which are calculated to be fully sufficient to produce the pledged Net Revenues described in Section 5.1, not to exceed \$2,500.

5.3. Sale; Proceeds. The sale and delivery of the Certificates to _____ (herein referred to as the "Purchaser") at a price of \$_____, is hereby authorized, approved, ratified and confirmed, subject to the approving opinion as to the legality of the Certificates of Allen Boone Humphries Robinson LLP, Houston, Texas, bond counsel. It is hereby found and declared that the price and terms of the Certificates to the Purchaser are the most advantageous and reasonably obtainable by the City, and the true interest cost is _____%, which rate is less than the maximum rate permitted by law. The Mayor of the City and other appropriate officials and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

5.4. Investments. Moneys deposited into the Interest and Sinking Fund and other fund or funds that the City may lawfully create may be invested or reinvested in authorized investments. All investments and any profits realized from or interest accruing on such investments shall belong to the fund from which the moneys for such investments were taken; provided, however, that in the discretion of the City Council the profits realized from and interest accruing on investments made from any fund may be transferred to the Interest and Sinking Fund.

5.5. Defeasance and Refunding. The City reserves the right to defease or refund the Certificates in any manner provided by law.

5.6. Remedies in Event of Default. In addition to all of the rights and remedies provided by laws of the State of Texas, the City further covenants and agrees that in the event of default in payment of principal or interest on any of the Certificates when due, or, in the event it fails to make the payments required to be made into the Interest and Sinking Fund or any other fund or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Registered Owner shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the City and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Ordinance. Any delay or omission to exercise any right or power occurring upon any

default shall not impair any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

5.7 Official Statement. The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and is deemed final within the meaning and for the purposes of paragraph (b)(1) of the Rule. The City hereby authorizes the preparation of a final Official Statement to add the terms of the Purchaser's bid and other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Purchaser is hereby approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

ARTICLE VI FEDERAL INCOME TAX EXCLUSION.

6.1 General.

(a) The City intends that the interest on the Certificates shall be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Income Tax Regulations (the "Regulations"). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Certificates to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes. In particular, the City covenants and agrees to comply with each requirement of this Article; provided, however, that the City shall not be required to comply with any particular requirement of this Article if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Article will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article.

(b) No Private Use or Payment and No Private Loan Financing. The City covenants and agrees that it will make such use of the proceeds of the Certificates including interest or other investment income derived from Certificate proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Certificates will not be "private activity Certificates" within the meaning of section 141 of the Code and the

Regulations promulgated thereunder. Moreover, the City shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The City covenants and agrees that it has not and will not to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

(e) No Arbitrage. The City covenants and agrees that it will make such use of the proceeds of the Certificates including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the City shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the City will reasonably expect that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code relating to the required rebate to the United States, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Certificates (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issue of the City or moneys which do not represent gross proceeds of any Certificates of the City, (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the

Certificates which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Certificates or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Article shall survive the defeasance and discharge of the Certificates.

6.2 Qualified Tax-Exempt Obligations. The City does not designate the Certificates as "qualified tax-exempt obligations" for purposes of section 265(b) of the Code.

ARTICLE VII CONTINUING DISCLOSURE

7.1. Continuing Disclosure of Information.

(a) Annual Reports. The City shall provide annually to the MSRB, within six months after the end of each fiscal year of the City ending in or after 2024, annual financial information and operating data with respect to the City of the general type included in the Audit.

Any financial statements so provided shall be (1) prepared in accordance with generally accepted auditing standards or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Audit is completed within the period during which they must be provided. If the Audit is not complete within such period, then the City shall provide

unaudited financial statements for the applicable fiscal year to EMMA within such six month period, and audited financial statements when the Audit becomes available.

If the City changes its fiscal year, the City will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Article.

The financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

All documents provided to EMMA by the City pursuant to this Article shall be accompanied by identifying information as prescribed by the MSRB.

The City shall notify EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this subsection (a) by the time required by this subsection (a).

(b) Event Notices.

The City shall notify EMMA, in a timely manner, not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if Material;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other Material notices or determinations with respect to the tax status of the Certificates, or other Material events affecting the tax status of the Certificates;
- G. Modifications to rights of holders of the Certificates, if Material;
- H. Bond calls, if Material, and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Certificates, if Material;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the District or other Obligated Person;
- M. Consummation of a merger, consolidation, or acquisition involving the District or other Obligated Person or the sale of all or substantially all of the assets of the District or other Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if Material;
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if Material;
- O. Incurrence of a financial obligation of the District or other Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District or other Obligated Person, any of which affect beneficial owners of the Certificates, if Material; and
- P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District or other Obligated Person, any of which reflect financial difficulties.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an Obligated Person with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (b) of this Article of any Certificate calls and defeasance that cause the City to be no longer such an Obligated Person.

The provisions of this Article are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the original primary offering of the

Certificates in compliance with the Rule, taking into account any amendments and interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but in either case only if and to the extent that its right to do so would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

ARTICLE VIII MISCELLANEOUS

8.1. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance the Mayor, City Secretary of the City and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

8.2. Paying Agent/Registrar. The form of agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and the appropriate officials of the City are hereby authorized to execute such agreement for and on behalf of the City.

8.3. No Personal Liability. No recourse shall be had for payment of the principal of or interest on the Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing the Certificates.

8.4. City's Successors and Assigns. Whenever in this Ordinance the City is named and referred to it shall be deemed to include its successors and assigns, and all covenants and agreements in this Ordinance by or on behalf of the City, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

8.5. Benefits of Ordinance. Nothing in this Ordinance or in the Certificates, expressed or implied, shall give or be construed to give any person, firm or corporation, other than the City, the Paying Agent/Registrar and the Registered Owner, any legal or equitable right or claim under or in respect of this Ordinance, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions contained in this Ordinance or in the Certificates being for the sole benefit of the City, the Paying Agent/Registrar and the Registered Owner.

8.6. Amendments to Ordinance. The City may amend the Ordinance without the consent of or notice to any registered owners in any manner not detrimental to the interests of the registered owners, including the curing of any ambiguity, inconsistency or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount or maturity amount, as the case may be, of the Certificates then outstanding, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the registered owners of all of the Certificates then outstanding, no such amendment, addition, or rescission may (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount or maturity amount, as the case may be, thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount or maturity amount, as the case may be, of Certificates required to be held by holders for consent to any such amendment, addition or rescission.

8.7. Severability Clause. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances shall not be affected thereby.

8.8. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the offices of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

8.9. Repealer. All Ordinances, or parts thereof inconsistent herewith, are hereby repealed to the extent of such inconsistency.

[Execution Page follows]

PASSED AND APPROVED January 16, 2024.

Mayor
City of Manvel, Texas

ATTEST:

City Secretary
City of Manvel, Texas

APPROVED AS TO FORM

Bond Counsel

(SEAL)



City of Manvel

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

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

AGENDA REQUEST

REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

Planning, Development & Zoning

☐

City Council

☐

Both

☒

Date of Request: January 8, 2024 PDZ & January 15, 2024 CC

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

Person to Speak: Brad Sweitzer

Daytime Phone: 713-784-4500 Fax Number: N/A

E-mail Address: bsweitzer@ehrainc.com

Description of Request and Physical Address:

Consideration and possible action to approve Master Plan for Avellino, being a
Subdivision of 50.75 acres out of the H.T. & B.R.R. Co. Survey, Section 71, A-291,
Brazoria County, Texas, being out of the Emigration Land Company Subdivision as
recorded in Vol. 2, Pg. 81-82, B.C.P.R.

Plats:

Preliminary _____

Final _____

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

Brad Sweitzer

SIGNATURE

12/27/23

DATE



DEVELOPMENT SERVICES DEPARTMENT

20025 Highway 6, Manvel, TX 77578 | Ph: 281-489-0630

FINAL REPORT TO CITY COUNCIL **PLAT APPLICATION**

Plat Name:	Avellino - Master Plan
Applicant:	Brad Sweitzer - EHRA Engineering
PD&Z Meeting Date:	January 8, 2024
City Council Meeting Date:	January 16, 2024
Submitted By:	Ellie Roohbakhsh, Associate Planner
Report Approved by:	Dan Johnson, City Manager/ City Engineer Jessica Rodriquez, Director of Development Services
Recommendation of Approval:	<u>Conditional Approval</u>

BACKGROUND/ REVIEW NOTES

- *This proposed plat is a Master Plan for Avellino which is located along the southern side of Rodeo Palms Parkway abutting Foxtail Palms Subdivision to the east. This Master Plan of Avellino also serves as the Preliminary Plat.*
- *The subject site is located within the City of Manvel ETJ and is part of Brazoria County Municipal Utility District (MUD) No. 47.*
- *This plan was previously submitted and denied in March 2023 by PDZ and in April 2023 by CC.*
- *The proposed master plan subdivides a 50.75-acre tract into 140 residential lots, 13 blocks, and 4 reserves.*
- *Reserve acreage is used for landscaping, open space, recreation, utility purposes, and detention.*
- *This development will have no on-site sewage facilities and will be served by the Brazoria County MUD No. 29 wastewater treatment plant based on a joint wastewater facilities agreement between BCMUD No. 29 and BCMUD No. 47.*
- *Water capacity for the development is being provided by the City of Manvel based on an Interlocal and Utility Capacity Agreement between the City and MUD 47.*
- *Parkland dedication of 1.46 acres (Reserve B) is provided to meet the requirement of Section 47-6 of Manvel Code of Ordinances at the rate of one acre of land per 100 homes.*

PLANNING, DEVELOPMENT, AND ZONING COMMISSION RECOMMENDATION

The Planning, Development and Zoning Commission voted six (6) "Yeas" to zero (0) "Nay" to recommend approval of the *Avellino - Master Plan* with three (3) conditions, therefore, the Commission is forwarding a recommendation to Conditionally Approve the *Avellino - Master Plan* to the City Council.

continued on next page



DEVELOPMENT SERVICES DEPARTMENT

20025 Highway 6, Manvel, TX 77578 | Ph: 281-489-0630

The conditions include:

1. A portion of Rodeo Palms Parkway Street dedication has already been made part of Foxtail Palms Subdivision. Remove this acreage and revise to reflect the accurate acreage on the plat. (Section 62-38 (6)).
2. Considering the proposed lift station is no longer needed, please revise the reserve table to remove lift station from Reserve D (Section 62-38 (8)).
3. Provide a paper copy and board mounted copy of the revised plan for signatures.

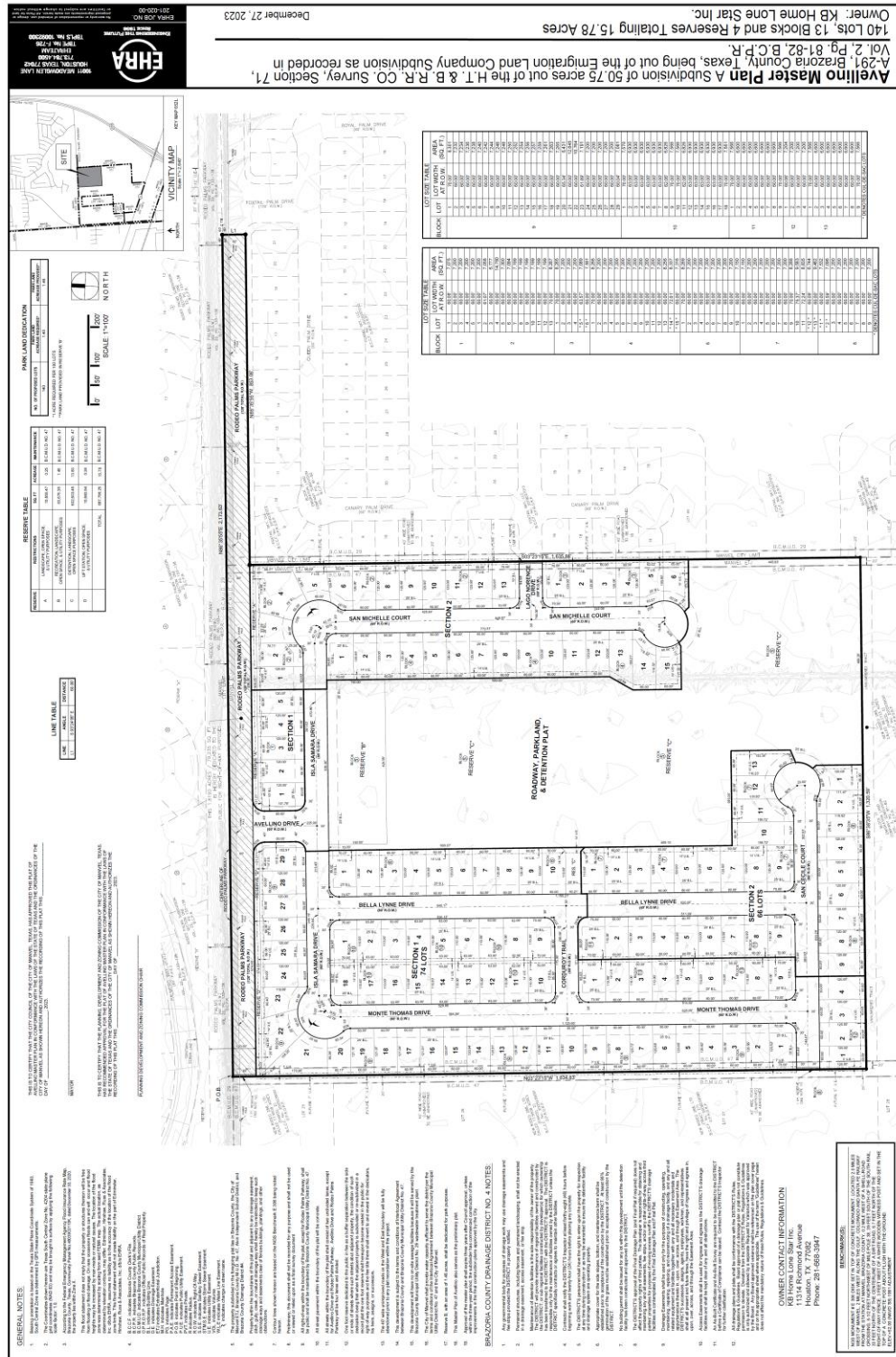
STAFF RECOMMENDATION

The City staff recommends approval of the *Avellino - Master Plan* with three (3) conditions. The conditions include:

1. A portion of Rodeo Palms Parkway Street dedication has already been made part of Foxtail Palms Subdivision. Remove this acreage and revise to reflect the accurate acreage on the plat. (Section 62-38 (6)).
2. Considering the proposed lift station is no longer needed, please revise the reserve table to remove lift station from Reserve D (Section 62-38 (8)).
3. Provide a paper copy and board mounted copy of the revised plan for signatures.

20025 Highway 6, Manvel, TX 77578 | Ph: 281-489-0630

Master Plan Exhibit



GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 1.0.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0110K, dated December 30, 2020, the property lies within Zone X.
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. db/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. db/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.
B.C.P.R. indicates Brazoria County Public Records.
B.C.M.U.D. indicates Brazoria County Municipal Utility District.
O.P.R.O.R.P. indicates Official Public Records of Real Property.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
E.T.U. indicates Extraterritorial Jurisdiction.
M.H. indicates Manhole.
P.G. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
S.T.M.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
V.O.L. indicates Volume.
W.L.E. indicates Water Line Easement.
X indicates change in street name.

- The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel ETJ, Brazoria County M.U.D. No. 47, Alvin Independent School District, and Brazoria County Drainage District #4.
- Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- All right-of-way within the boundary of the plat, except for Rodeo Palms Parkway, shall be public and shall be maintained by Brazoria County Municipal Utility District No. 47.
- All street pavement within the boundary of the plat will be concrete.
- All streets within the boundary of the plat shall consist of two undivided lanes, except for Avellino Drive and Rodeo Palms Parkway. Avellino Drive and Rodeo Palms Parkway will be four lanes and divided.
- One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and re-vest in the dedicators, his heirs, assigns, or successors.
- The 40' wide unimproved roads on the West and East boundary will be fully abandoned prior to any plat recordation within this project.
- This development is subject to the terms and conditions of Interlocal Agreement between Brazoria County and Brazoria County Municipal Utility District No. 47.
- This development will have no on-site sewage facilities because it will be served by the Brazoria County Municipal Utility District No. 29 wastewater treatment plant.
- The City of Manvel shall provide water capacity sufficient to serve the district per the terms and conditions of the Interlocal Agreement between Brazoria County Municipal Utility District No. 47 and the City of Manvel.
- Reserve B, with an area of 1.46 acres, shall be dedicated for park purposes.
- This Master Plan of Avellino also serves as the preliminary plat.
- Approval of the master plan shall expire three years after Council approval, unless within the three-year period, the subdivision has commenced construction of the improvements in the final construction plans approved by the City.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 4 NOTES:

- Any governmental body for purposes of drainage work may use drainage easements and fee strips provided the DISTRICT is properly notified.
- Permanent structures, including fences and permanent landscaping, shall not be erected in a drainage easement, access easement, or fee strip.
- Maintenance of detention facilities is the sole responsibility of the owner of the property. The DISTRICT will provide maintenance of regional facilities owned and constructed by the DISTRICT, or sub regional facilities constructed by developer(s) for which ownership has been transferred to the DISTRICT with the DISTRICT'S approval. The DISTRICT is responsible only for the maintenance of facilities owned by the DISTRICT unless the DISTRICT specifically contracts or agrees to maintain other facilities.
- Contractor shall notify the DISTRICT'S Inspector at least forty-eight (48) hours before beginning work and twenty-four (24) hours before placing any concrete.
- The DISTRICT'S personnel shall have the right to enter upon the property for inspection at any time during construction or as may be warranted to ensure the detention facility and drainage system are operating properly.
- Appropriate cover for the side slopes, bottom, and maintenance berm shall be established prior to acceptance of the construction by the DISTRICT. At least 95% germination of the grass must be established prior to acceptance of construction by the DISTRICT.
- No building permit shall be issued for any lot within this development until the detention facility has been constructed and approved by the DISTRICT.
- The DISTRICT'S approval of the Final Drainage Plan (and Final Plat if required) does not affect the property rights of third parties. The developer is responsible for obtaining and maintaining any and all easements, fee strips, and/or any other rights-of-way across third parties' properties for purposes of moving excess runoff to the DISTRICT'S drainage facilities as contemplated by the Final Drainage Plan and Final Plat.
- Drainage Easements shall be used only for the purposes of constructing, operating, maintaining, repairing, replacing, and reconstructing of a drainage facility, and any and all related equipment and facilities together with any and all necessary incidentals and appurtenances thereto in, upon, over, across, and through the Easement Area. The DISTRICT'S successors, assigns, agents, employees, workmen, and representatives shall at all present and future times, have the right and privilege of ingress and egress in, upon, over, across, and through the Easement Area.
- Access Easements shall be used for ingress and egress to the DISTRICT'S drainage facilities and shall be kept clear of any and all obstructions.
- An As-Built Certificate and As-Built Survey are required to be submitted to the DISTRICT before a Certificate of Compliance can be issued. Contract the DISTRICT'S Inspector for further clarification.
- All drainage plans and plats shall be in accordance with the DISTRICT'S Rules, Regulations & Guidelines. Board approval of a drainage plan or plat does not constitute permission to deviate. Deviation from the DISTRICT'S Rules, Regulations & Guidelines is only authorized and allowed by a separate Request for Variance which was approved by the Board. Any Board approved variance shall be referenced on the plan cover page and on the appropriate sheet where applicable. The use of the term "Guidelines" herein does not affect the mandatory nature of these Rules, Regulations & Guidelines.

OWNER CONTACT INFORMATION
KB Home Lone Star Inc.
11314 Richmond Avenue
Houston, TX 77082
Phone: 281-668-3947

BENCHMARK(S):

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

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF AVELLINO MASTER PLAN IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS DAY OF _____, 2023.

MAYOR

PLANNING DEVELOPMENT AND ZONING COMMISSION CHAIR

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS RECOMMENDED APPROVAL FOR THE PLAT OF AVELLINO MASTER PLAN IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS DAY OF _____, 2023.

LINE TABLE

LINE	ANGLE	DISTANCE
L1	S 03°24'05" E	60.00'

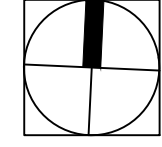
RESERVE TABLE

RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE	MAINTENANCE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	10,855.47	0.25	B.C.M.U.D. NO. 47
B	RECREATION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	63,676.38	1.46	B.C.M.U.D. NO. 47
C	DETENTION, LANDSCAPE, OPEN SPACE PURPOSES	602,603.46	13.83	B.C.M.U.D. NO. 47
D	LIFT STATION, OPEN SPACE, & UTILITY PURPOSES	10,660.94	0.24	B.C.M.U.D. NO. 47
TOTAL		687,796.25	15.78	B.C.M.U.D. NO. 47

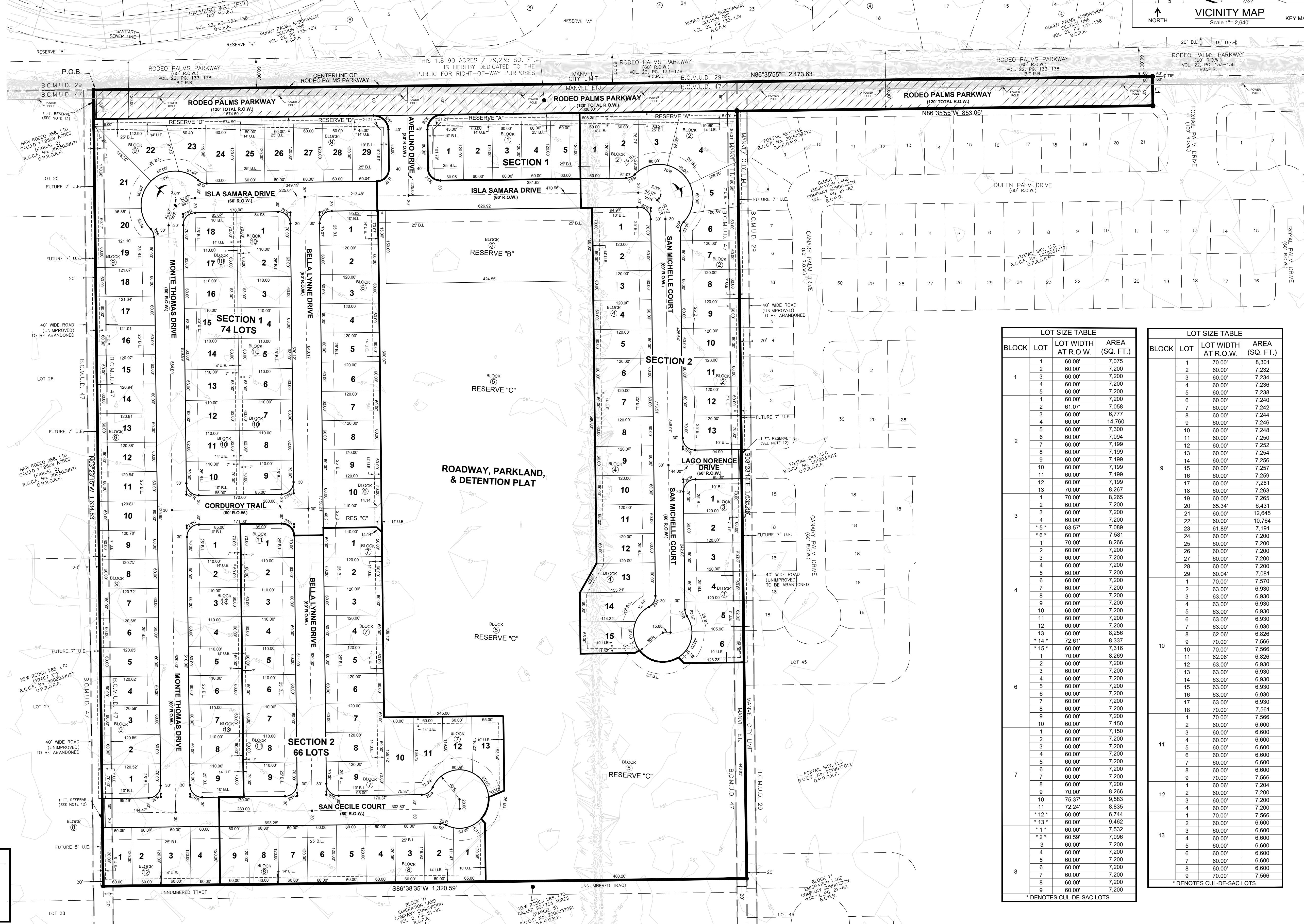
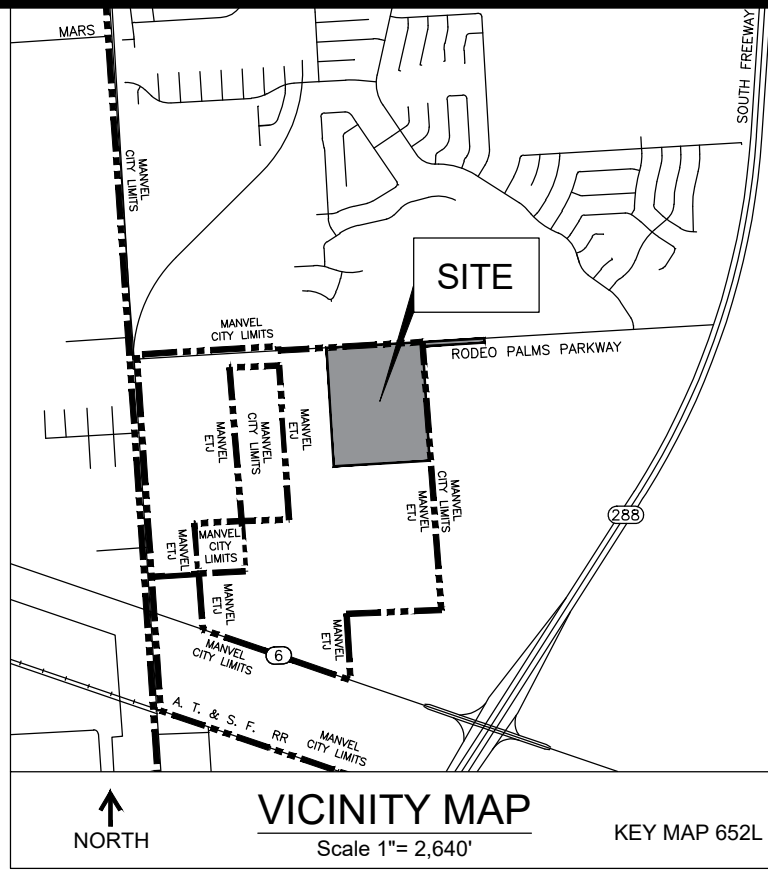
PARK LAND DEDICATION

NO. OF PROPOSED LOTS	PARK LAND ACREAGE REQUIRED*	PARK LAND ACREAGE PROVIDED**
140	1.40	1.46

*1 ACRE REQUIRED PER 100 LOTS
**PARK LAND PROVIDED IN RESERVE 'B'



0' 50' 100' 200'
SCALE: 1"=100'



BLOCK	LOT	LOT SIZE TABLE	
		LOT WIDTH AT R.O.W.	AREA (SQ. FT.)
1	1	60.00'	7,075
	2	60.00'	7,200
	3	60.00'	7,200
	4	60.00'	7,200
	5	60.00'	7,200
	6	60.00'	7,200
	7	61.07'	7,058
	8	60.00'	6,777
	9	60.00'	14,760
	10	60.00'	7,300
	11	60.00'	7,094
	12	60.00'	7,199
2	1	60.00'	7,199
	2	60.00'	7,199
	3	60.00'	7,199
	4	60.00'	7,199
	5	60.00'	7,199
	6	60.00'	7,199
	7	60.00'	7,199
	8	60.00'	7,199
	9	60.00'	7,199
	10	60.00'	7,199
	11	60.00'	7,199
	12	60.00'	7,199
3	1	70.00'	8,265
	2	60.00'	7,200
	3	60.00'	7,200
	4	60.00'	7,200
	5	60.00'	7,200
	6	60.00'	7,200
	7	60.00'	7,200
	8	60.00'	7,200
	9	60.00'	7,200
	10	60.00'	7,200
	11	60.00'	7,200
	12	60.00'	7,200
4	1	70.00'	8,265
	2	60.00'	7,200
	3	60.00'	7,200
	4	60.00'	7,200
	5	60.00'	7,200
	6	60.00'	7,200
	7	60.00'	7,200
	8	60.00'	7,200
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	5	60.00'	7,200
	6	60.00'	7,200
	7	60.00'	7,200
	8	60.00'	7,200
	9	60.00'	7,200
	10	60.00'	7,200
	11	60.00'	7,200
	12	60.00'	7,200

BLOCK	LOT	LOT SIZE TABLE	
		LOT WIDTH AT R.O.W.	AREA (SQ. FT.)
1	1	70.00'	8,301
	2	60.00'	7,232
	3	60.00'	7,234
	4	60.00'	7,236
	5	60.00'	7,238
	6	60.00'	7,240
	7	60.00'	7,242
	8	60.00'	7,244
	9	60.00'	7,246
	10	60.00'	7,248
	11	60.00'	7,250
	12	60.00'	7,252
2	1	60.00'	7,252
	2	60.00'	7,252
	3	60.00'	7,252
	4	60.00'	7,252
	5	60.00'	7,252
	6	60.00'	7,252
	7	60.00'	7,252
	8	60.00'	7,252
	9	60.00'	7,252
	10	60.00'	7,252
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	12	60.00'	7,200
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	4	60.00'	7,200
	5	60.00'	7,200
	6	60.00'	7,200
	7	60.00'	7,200
	8	60.00'	7,200
	9	60.00'	7,200
	10	60.00'	7,200
	11	60.00'	7,200
	12	60.00'	7,200

* DENOTES CUL-DE-SAC LOTS

Avellino Master Plan A Subdivision of 50.75 acres out of the H.T. & B. R.R. CO. Survey, Section 71, A-291, Brazoria County, Texas, being out of the Emigration Land Company Subdivision as recorded in Vol. 2, Pg. 81-82, B.C.P.R.

140 Lots, 13 Blocks and 4 Reserves Totalling 15.78 Acres
Owner: KB Home Lone Star Inc.



December 27, 2023

EHRA JOB NO. 201400400

No warranty or representation of interest in any property is made by this plat. All rights to land or facilities are subject to change without notice.



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: January 16, 2024

TOPIC: Public hearing regarding amending the zoning ordinance by changing the zoning classification of 0.7796-acre tract of land located at 19201 Morris Ave, Manvel, TX (abutting Starbucks located at 7326 Bluewater St) in the 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 441310 "Automotive Parts and Accessories Stores".

BACKGROUND: The subject site is located at 19201 Morris Ave, along the northern side of State Highway 6, abutting Starbucks, on the east side. The subject site, with approximately 0.7796 acres, is located in the Light Commercial District /State Highway 6 Overlay District (LC/SH6). The applicant, Carl Helton of AutoZone Parts, is a potential buyer of the subject site and intends to develop the subject site for an Autozone retail store. AutoZone retail store is classified as NAICS Use No. 441310, "Automotive Parts and Accessories Stores," which is allowed in LC District upon approval of a SUP. Therefore, the applicant, with permission from the property owner Ziad Haidar, Haazelt Holdings, LLC., is requesting this SUP. Wesley R. Berlin, the project engineer, met with staff for a pre-development meeting in September 2023, to discuss the proposed project.

The SUP application with a proposed site plan was submitted and staff reviewed the site plans and provided comments to the applicant. Since the submittal, applicant addressed comments provided by staff. The submitted plans (*Attached as exhibits*) demonstrate general conformance to City of Manvel's site development standards. Please note a detailed review of site and building construction plans is ongoing and shall continue as part of the platting and permitting process. The proposed development will connect to City of Manvel's water and wastewater system.

The subject site does not have a driveway access from Highway 6 and is proposed to be accessed from Bluewater Street using an existing Parallel Public Access Easements (PAE) established on the adjoining property (Starbucks) to the east. The subject site is required to be platted and to provide continuity to the PAE on the west side as development progresses. Applicant also provided documents indicating that similar to the adjoining development (Starbucks) on the east, the subject site will drain to a storm conveyance pipe that flows to the eastern detention pond of Bluewater Lakes Development. The proposed development is required to extend the existing sidewalk along SH6 required by Section 62-113. Sidewalks of the Subdivision Ordinance.

The proposed use being a low intensity retail store use is not anticipated to have any negative impact on the nearby properties, considering, (a) that the proposed use will not significantly change the traffic pattern on Highway 6, (b) the location of the subject site along a major thoroughfare, and (c) surrounding properties on the east, west, and south are zoned LC/SH6 district. The subject site abuts Bluewater lakes residential lots on the rear side. The rear of the proposed development includes the dumpster area, parking spaces, and the extension of the existing Public Access Easement. Considering the proximity to the residential lots, it is important to limit light overspill on to the residential lots. The proposed use meets all the criteria of approval provided in Section 77-50 (e) of the code of ordinances, which focuses on ensuring that the proposed use will be in harmony with the adjacent property and will not have a detrimental impact on the general area, in comparison to other uses allowed within the LC district.

The subject site being located along a major thoroughfare, makes it an appropriate location for the proposed use and hence aligns with the Comprehensive plan goals. The proposed use is not anticipated to be injurious to the use and enjoyment of neighboring property, nor significantly diminish or impair property values in the vicinity.

STAFF RECOMMENDATION: City staff recommends approval with five (5) conditions as proposed by staff and listed in the Staff Report.

PD&Z DISCUSSION: At the January 8, 2024, Planning, Development and Zoning Commission held a public hearing at which  no public input was received. The PD&Z Commission generally discussed the project and asked for clarity on fence, screening, drainage, access, and building setback requirements. Staff explained that the existing Bluewater lakes perimeter fence serves as the required screening. Staff also clarified that the proposed building is setback approximately 49 feet from the property line. Regarding questions about drainage, staff clarified that the proposed development will drain to the eastern detention pond of Bluewater Lakes Development. Staff further explained that a detailed review of drainage plans shall take place as part of the platting and permitting process. Regarding access to subject site, staff confirmed that proposed development will be accessed from existing PAEs on the Starbucks to the east. Staff also explained that future development to the west shall have access from SH 6 and shall be connected to the proposed development through required interconnected PAE. Staff also confirmed that the proposed development meets the minimum setback requirements.

PD&Z RECOMMENDATION: The PD&Z Commission recommended approval of Ordinance No. 2024-O-01 with a vote of six (6) “Yeas” to zero (0) “Nays” at their January 8, 2024, meeting.

ATTACHMENTS: Staff Report and Ordinance No. 2024-O-01

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER

Ellie Roohbakhsh

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____





City Council Specific Use Permit Request

Agenda of:	January 16, 2024	Initiated By:	Ellie Roohbakhsh Associate Planner
Department:	Development Services	Presented By:	Ellie Roohbakhsh Associate Planner

Subject/Proceeding

Specific Use Permit (SUP) request to establish an automotive parts and accessories store on an approximate 0.7796-acre tract of land located at 19201 Morris Ave, Manvel, TX (abutting Starbucks located at 7326 Bluewater St) in the Light Commercial District /State Highway 6 Overlay District (LC/SH6).

Exhibits

Zoning Vicinity Map, Aerial Vicinity Map, Major Thoroughfare Plan Map, Survey, Proposed Site Plan (Conceptual Plan), Proposed Elevations, Proposed Landscaping Plan, Application, Letter of Authorization, Letter of Request, and Public Hearing Notice.

Recommended Action

A Public Hearing followed by consideration and action from the City Council to approve Ordinance No. 2024-O-01.

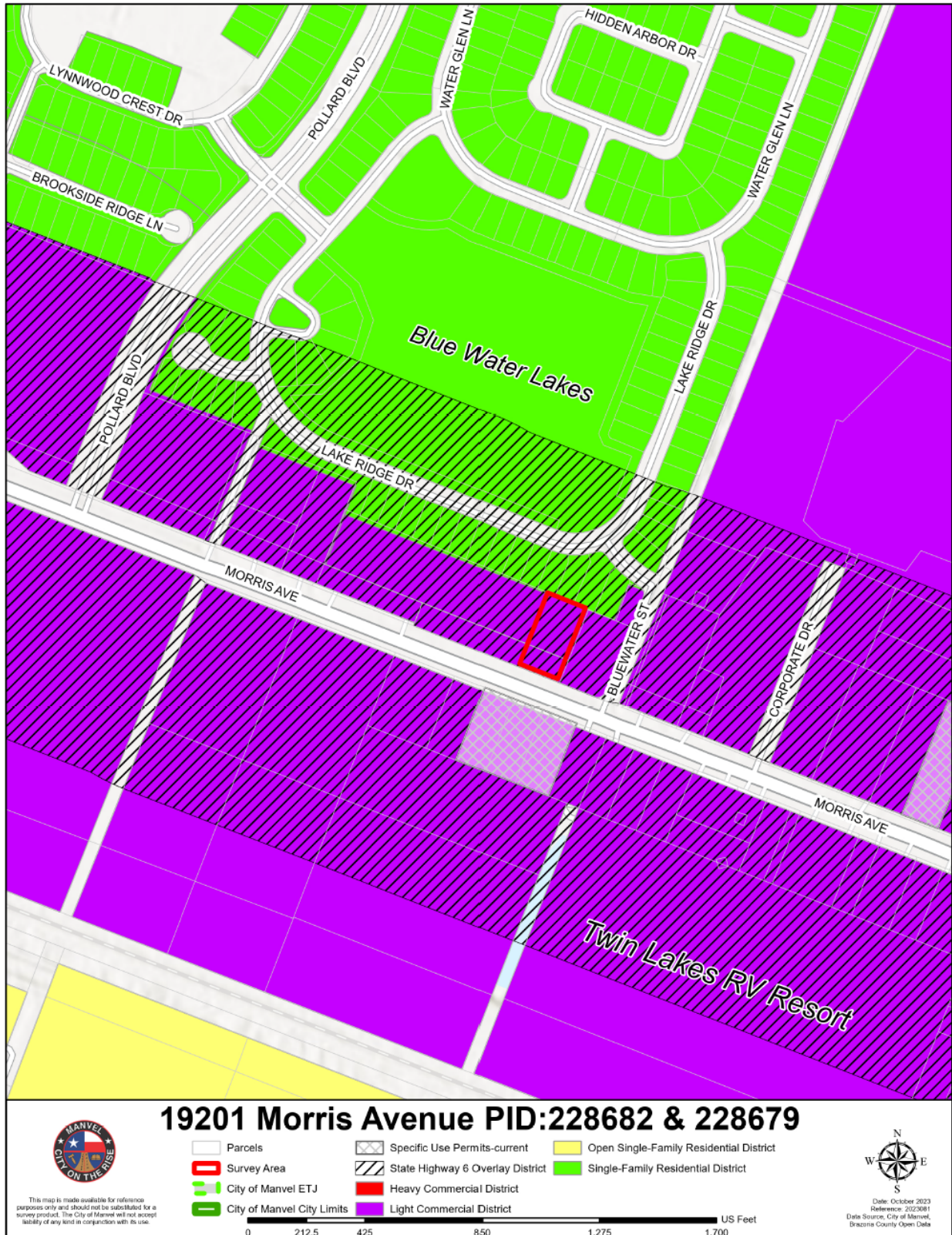
Executive Summary

The subject site is located at 19201 Morris Ave, along the northern side of State Highway 6, abutting Starbucks, on the east side. The subject site, with approximately 0.7796 acres, is located in the Light Commercial District /State Highway 6 Overlay District (LC/SH6). The applicant, Carl Helton of AutoZone Parts, is a potential buyer of the subject site and intends to develop the subject site for an Autozone retail store. AutoZone retail store is classified as NAICS Use No. 441310, "Automotive Parts and Accessories Stores," which is allowed in LC District upon approval of a SUP. Therefore, the applicant, with permission from the property owner Ziad Haidar, Haazelt Holdings, LLC., is requesting this SUP. Wesley R. Berlin, the project engineer, met with staff for a pre-development meeting in September 2023, to discuss the proposed project. Staff overview of the proposed SUP is contained in the attached Staff Report section.

Aerial Vicinity Map



Zoning Vicinity Map



Staff Report

Zoning Ordinance Provisions for Specific Use Permits

In Section 77-50 (a) *Uses Requiring Specific Use Permit*, of the Zoning Ordinance it states “certain uses of land, buildings or structures may not be appropriate under all circumstances in any given zoning district, but may be appropriate where adequate precautions can be taken to assure compatibility with surrounding uses, public need, and the orderly development of the city as a whole. This section provides City Council and Planning, Development, and Zoning the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual characteristics or are of a public or semipublic character often essential or desirable for the general convenience and welfare of the community. However, because of the nature of use, the importance of the use’s relationship to the comprehensive plan, or possible adverse impact on neighboring properties of the use, review, evaluation, and exercise of planning judgement relative to the location and site plan of the proposed use are required.”

In Section 77-50 (b) of the Zoning Ordinance it further states, “the City Council, after receiving the recommendation of the planning, development and zoning commission, may by ordinance, grant a specific use permit for the permitted uses, as herein qualified by the permitted use table, in locations and zoning districts to permit a use where they are not otherwise permitted by this article, and may impose any appropriate conditions and safeguards to protect property and property values, and in the interest of health, safety or welfare.”

General Site Information

The following is a summary of general site information.

Surrounding Property Zoning	North: Single-family residential District (SFR) South: Light Commercial District / State Highway 6 Overlay District / Specific Use Permit (LC/SH6/SUP) – (NAICS USE 811192 - Carwashes) East: Light Commercial District /State Highway 6 Overlay District (LC/SH6) West: Light Commercial District /State Highway 6 Overlay District (LC/SH6)
Surrounding Land Use	North: Residential (Bluewater Lakes) South: Vacant (Proposed Carwash - Plans are under review) East: Commercial (Starbucks) West: Vacant/Undeveloped

Overview

The subject site is an approximate 0.7796-acre tract of land located at 19201 Morris Ave, Manvel, Texas. It is currently undeveloped and situated along the northern side of State Highway 6 (SH6) abutting Bluewater Lakes subdivision on the north side and Starbucks (7326 Bluewater St) on the east side. The subject site is currently zoned Light Commercial District/State Highway 6 Overlay District (LC/SH6). State Highway 6 is classified as a Major Thoroughfare with a minimum right-of-way width of 120 feet. Properties in the immediate vicinity of the subject site on the east and west

sides are zoned Light Commercial District/State Highway 6 Overlay District (LC/SH6) with Starbucks on the east and a vacant lot on the west. The property on the south side of the subject site (across from SH6) is zoned Light Commercial District/State Highway 6 Overlay District with a Specific Use Permit (LC/SH6/SUP) for a Carwash. On the north side of the subject site, it is zoned Single-Family Residential District (SFR) with Bluewater Lakes.

The applicant intends to develop the subject site as an AutoZone retail store and the project engineer met with staff for a pre-development meeting in September 2023 to discuss the proposed project. At the meeting, it was indicated that the applicant, Carl Helton of AutoZone Parts, has entered into a purchase and sale agreement for the subject site, and the transaction will occur following permit issuance for the proposed development. AutoZone use, which is classified as NAICS Use No. 441310 "Automotive Parts and Accessories Stores", requires SUP approval in LC District. Therefore, the applicant, with permission from property owner, Ziad Haidar of Haazelt Holdings, LLC., is requesting a SUP. Section 77-50 (e) of the Zoning Ordinance provides the criteria for SUP approval which is discussed in the following sections. As part of the SUP application, the applicant has provided concept plans for the proposed development. The submitted plans (*attached as exhibits*) demonstrate general conformance to City of Manvel's site development standards. Please note that a detailed review of site and building construction plans shall take place as part of the platting and permitting process.

The subject site does not have a driveway access from Highway 6 and is proposed to be accessed from Bluewater Street using an existing Parallel Public Access Easements (PAE) established on the adjoining property (Starbucks) to the east. The subject site is required to be platted and to provide continuity to the PAE on the west side as development progresses. Applicant also provided documents indicating that similar to the adjoining development (Starbucks) on the east, the subject site will drain to a storm conveyance pipe that flows to the eastern detention pond of Bluewater Lakes Development. The proposed development is required to extend the existing sidewalk along SH6 required by Section 62-113. *Sidewalks* of the Subdivision Ordinance.

The proposed use being a low intensity retail store use is not anticipated to have any negative impact on the nearby properties, considering, (a) that the proposed use will not significantly change the traffic pattern on Highway 6, (b) the location of the subject site along a major thoroughfare, and (c) surrounding properties on the east, west, and south are zoned LC/SH6 district. The subject site abuts Bluewater lakes residential lots on the rear side. The rear of the proposed development includes the dumpster area, parking spaces, and the extension of the existing Public Access Easement. Considering the proximity to the residential lots, it is important to limit light overspill on to the residential lots. The proposed use meets all the criteria of approval provided in Section 77-50 (e) of the code of ordinances, which focuses on ensuring that the proposed use will be in harmony with the adjacent property and will not have a detrimental impact on the general area, in comparison to other uses allowed within the LC district.

Comprehensive Plan

The vision statement in the 2015 Comprehensive Plan seeks to maintain its rural character and small-town values while managing its growth by: "Benefiting from our strategic location by encouraging well planned quality retail, commercial and residential development that reflects and enhances our small-town quality of life". The subject site being located along a major thoroughfare, makes it an appropriate location for the proposed use and hence aligns with the Comprehensive plan goals. The

proposed use is not anticipated to be injurious to the use and enjoyment of neighboring property, nor significantly diminish or impair property values in the vicinity.

Staff Recommendation

Based on the above discussion, staff recommends approval of this SUP request for the subject site to allow NAICS Use No. 441310 "Automotive Parts and Accessories Stores" with the following conditions:

1. A plat shall be prepared and approved in conformance with Chapter 62 – *Subdivisions*, prior to developing the subject site for the proposed AutoZone;
2. The site development shall follow the attached site plan. However, changes necessary to conform to any adopted City of Manvel codes and ordinances shall be made as part of the construction plan and building permit review process;
3. Outdoor lighting shall be shielded and shall conform with the Illuminating Engineering Society of North America ("IES") criteria for full cut-off fixtures, which is 100 percent of light output below 90 degrees, and 90 percent of light output below 80 degrees from a vertical line through the fixture;
4. Outdoor lighting shall be deflected, shaded, and focused away from abutting properties and shall not be a nuisance to abutting properties, and shall be designed so that any overspill of lighting onto abutting properties shall not exceed three-tenths foot-candles, measured vertically and horizontally;
5. Buildings shall be designed in conformance with all adopted technical codes, including Building and Fire Codes.

Planning, Development and Zoning Commission Public Hearing

The Notice of Public Hearing at the Planning Development and Zoning (PD&Z) Commission was published in the newspaper of general circulation. All property owners within 200 feet of the property were notified. No one spoke in favor or opposition of the proposed SUP at the Public Hearing held on January 8, 2024 at the PD&Z Commission regular meeting.

Planning, Development and Zoning Commission Discussion

The PD&Z Commission generally discussed the project and asked for clarity on fence, screening, drainage, access, and building setback requirements. Staff explained that the existing Bluewater lakes perimeter fence serves as the required screening. Staff also clarified that the proposed building is setback approximately 49 feet from the property line. Regarding questions about drainage, staff clarified that the proposed development will drain to the eastern detention pond of Bluewater Lakes Development. Staff further explained that a detailed review of drainage plans shall take place as part of the platting and permitting process. Regarding access to subject site, staff confirmed that proposed development will be accessed from existing PAEs on the Starbucks to the east. Staff also explained that future development to the west shall have access from SH 6 and shall be connected to the proposed development through required interconnected PAE. Staff also confirmed that the proposed development meets the minimum setback requirements.

Planning, Development and Zoning Commission Recommendation

The PD&Z Commission recommended approval of Ordinance No. 2024-O-01 with a vote of six (6) "Yeas" to zero (0) "Nays" at their January 8, 2024, meeting.

City Council Public Hearing

The Notice of Public Hearing was published in the newspaper of general circulation. All property owners within 200 feet of the property were notified. At the time of writing this report, no information inquiries have been received and staff is not aware of opposition.

Site Photographs



View of the property from SH6 looking to the north



View of the property from Starbucks looking to the west

Site Photographs



View of the property from the north-east corner (North access to the property through Starbucks)



View of the property from the south-east corner (South access to the property through Starbucks)



View of the property from the south-east corner (Starbucks' sidewalk)

Site Photographs



View of the Bluewater St and surrounding developed Light Commercial properties to the east

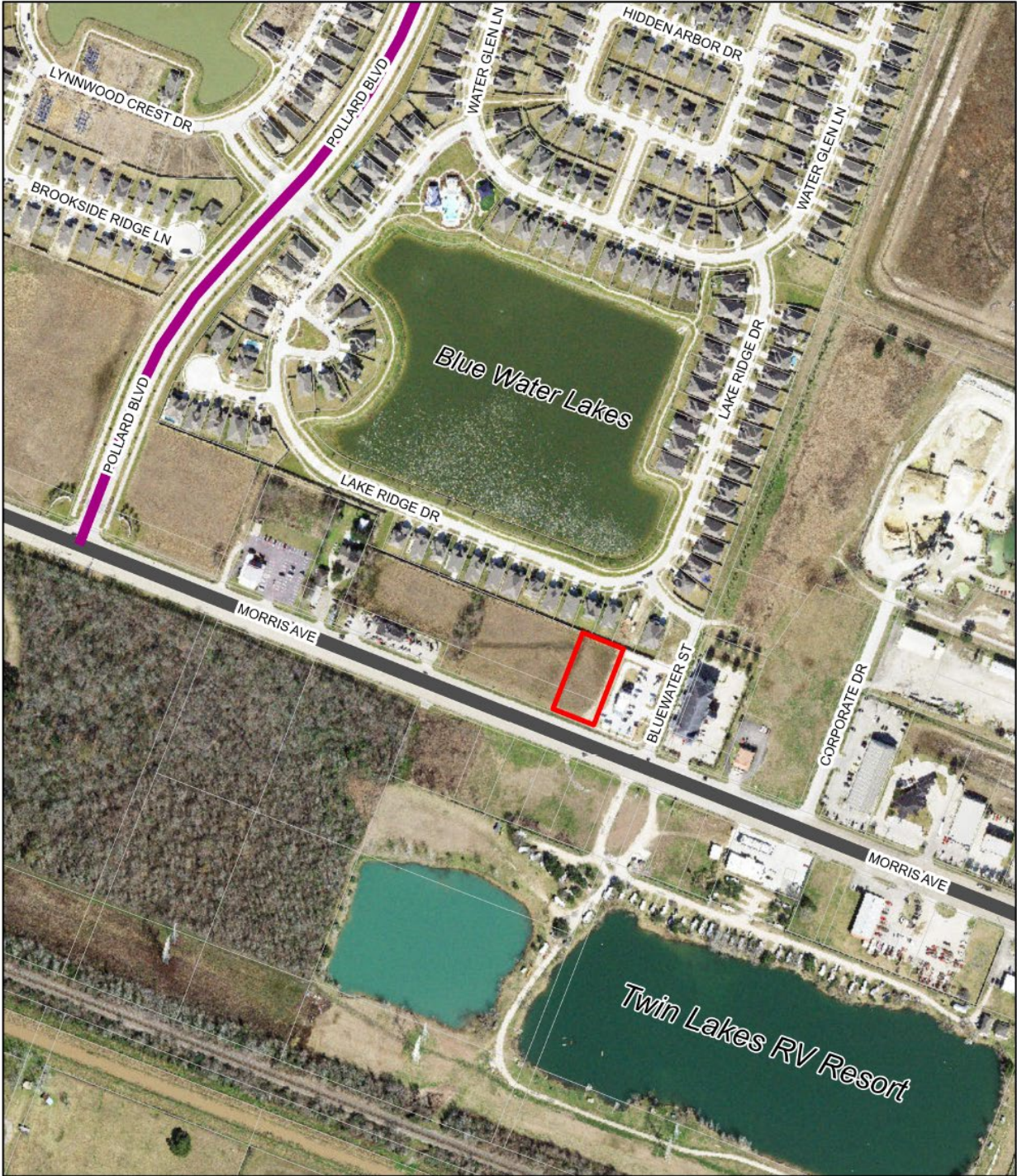


Looking at Light Commercial properties across from SH6 from property to the south



Abutting Light Commercial properties to the east (along SH6)

Major Thoroughfare Plan Map





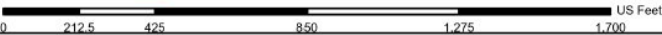
This map is made available for reference purposes only and should not be substituted for a survey product. The City of Manvel will not accept liability of any kind in conjunction with its use.

19201 Morris Avenue PID:228682 & 228679

Parcels	City of Manvel City Limits	Major Thoroughfare (120' ROW)
Survey Area	Parkway (120' ROW)	
City of Manvel ETJ	Proposed Parkway (120' ROW)	

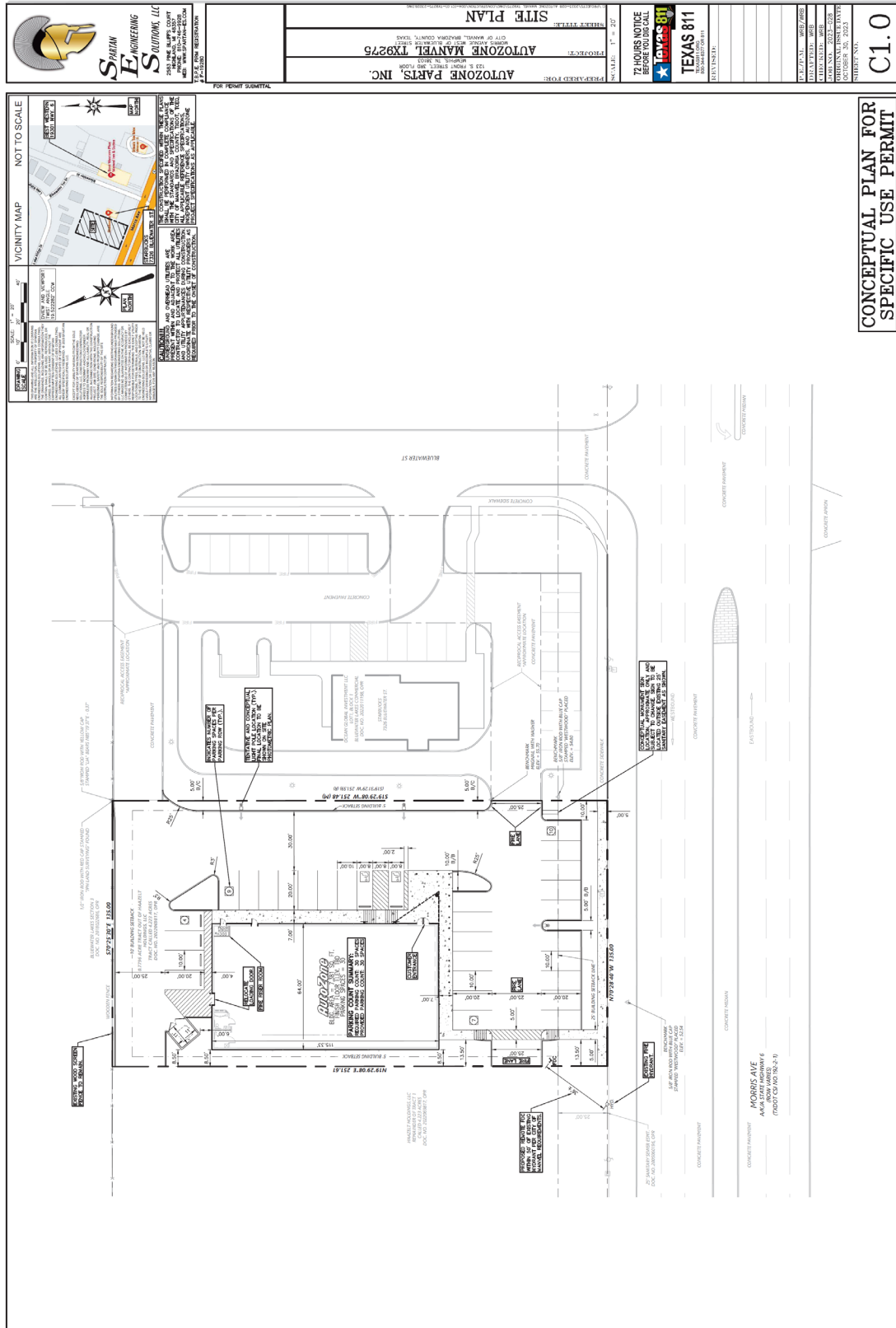


Date: October 2023
Reference: 2023081
Data Source: City of Manvel,
Brazoria County Open Data

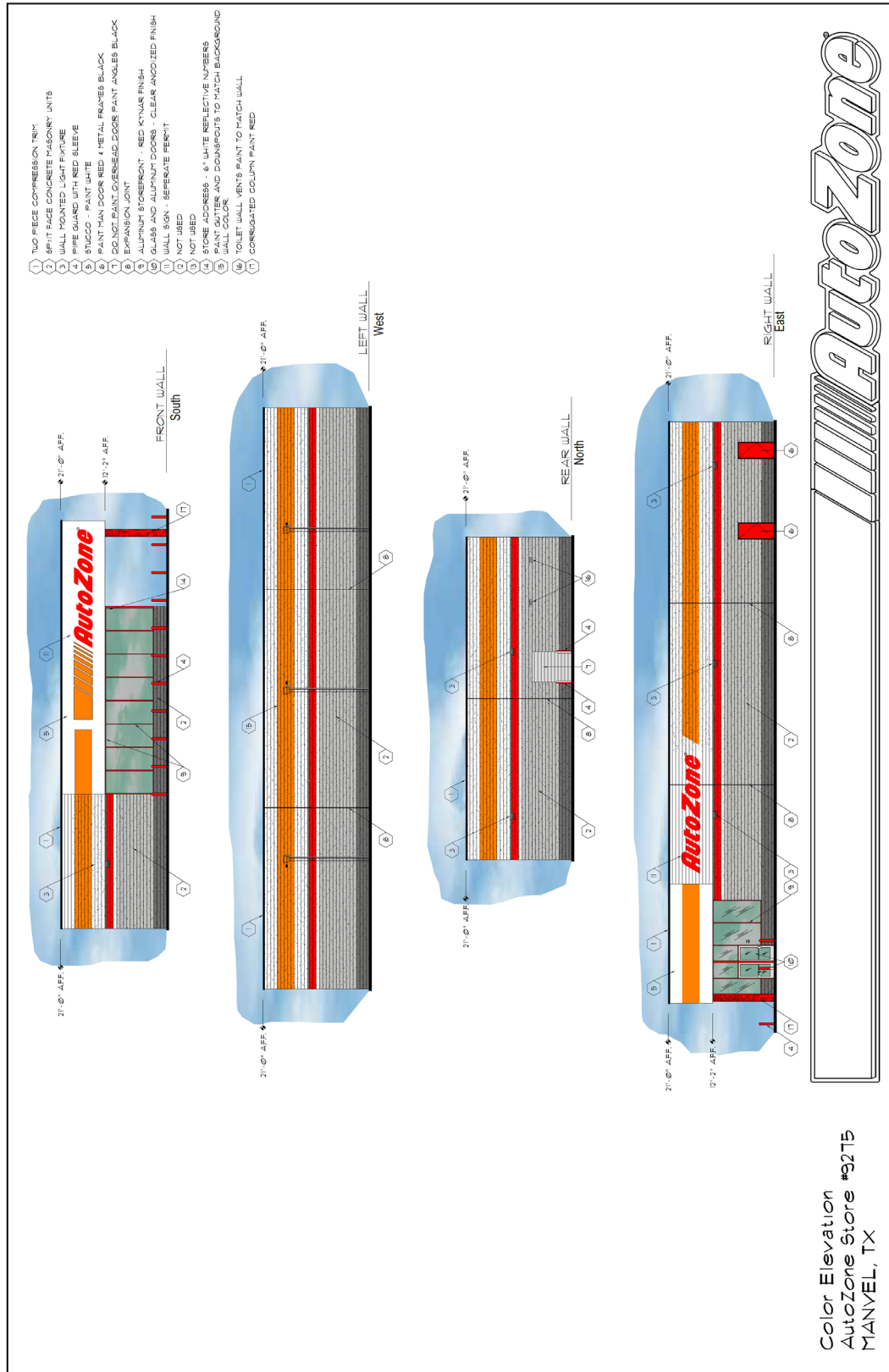


0 212.5 425 850 1,275 1,700 US Feet

Proposed Site Plan (Conceptual Plan)



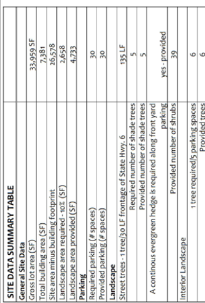
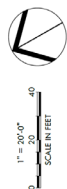
Proposed Elevations



Color Elevation
AutoZone Store #9275
MANVEL, TX

December 1, 2023

L1.0



Application

DocuSign Envelope ID: 6A7CC4D4-ED98-46B8-85C6-24A9445387B4



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-489-0634

SPECIFIC USE PERMIT APPLICATION

PROJECT INFORMATION

Project Name: AutoZone Manvel TX9275
Project Location/Address: Morris Avenue west of Bluewater St. (immediately west of Starbucks at 7326 Bluewater)
Legal Description: 0.7796-acre tract in the H.T.&B.R.R. Co. Survey, Abstract 483, Brazoria County, Texas, being a portion of a called tract described in the deed to Haazelt Holdings, LLC, Document No. 2022069817, B.C.O.P.R.
Current Zoning: LC Proposed Land Use: Automotive Parts and Accessories NAICS No.: 44131
Parcel/Tax ID# (s): 228682 (per CAD) Total Acreage: 0.7796

APPLICANT INFORMATION

Applicant Name: Carl Helton for AutoZone Parts, Inc.
Company Name: AutoZone Parts, Inc.
Address: 123 S. Front St., 3rd Floor City: Memphis State: TN Zip: 38103
Phone #: 901-495-6736 Email: carl.helton@autozone.com

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT, and I, the undersigned, am authorized to make this application on behalf of the owner(s). I understand that this application will expire one year from the date submitted.

DocuSigned by:
Carl Helton 10-30-23
Applicant Signature (REQUIRED) Date

PROPERTY OWNER INFORMATION

Owner(s) Name: Ziad Haidar for Haazelt Holdings, LLC
Address: 5118 Grove Terrace Court City: Manvel State: TX Zip: 77578
Phone #: _____ Email: _____

PROPERTY OWNER'S AUTHORIZATION (Required – If owner is also the applicant, must sign as both):

I am the owner of the property for which this application is being made. I authorize the above person (Applicant) to submit this application and to correspond with the City of Manvel regarding this application on my behalf.

DocuSigned by:
[Signature] 10/30/2023
Date

Application

DocuSign Envelope ID: 6A7CC4D4-ED98-46B8-85C6-24A9445387B4



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
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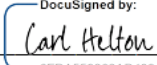
SUBMITTAL CHECKLIST

So that we may efficiently review your project in a timely manner, it is important that all required documents and fees listed on the "Submittal Checklist" below are submitted with your application. One or more of the required documents may be waived due to the nature of the development; however, it is incumbent upon the applicant to inquire about these exceptions for your project **before** submitting an application. Answers to specific use permit applications can be obtained by attending a pre-development meeting with our Development Review Committee (DRC) prior to submitting a formal application. Please call the phone number on the application to schedule an appointment. Submit application and accompanying documents to the Permits and Inspections at the address above Monday through Thursday between the hours of 7:30 a.m. and 5:30 p.m. and Friday between the hours of 7:30 a.m. and 11:30 a.m.

SPECIFIC USE PERMIT SUBMITTAL CHECKLIST ITEMS	REQUIRED (PLEASE CHECK)
Completed Specific Use Permit Application (with all signatures)	YES
Two (2) Copies of a Conceptual Plan (building, parking, landscaping, etc. locations)	YES
Two (2) Legal Descriptions of Property (metes & bounds description if not platted)	YES
Two (2) Copies of Recorded Plat (if platted)	N/A (minor plat forthcoming)
Two (2) Applicant Letters of Request	YES
Traffic Impact Analysis, (if applicable)	N/A
Paid Application Fee	YES

APPLICANT CERTIFICATION

By signing below, I acknowledge that I have reviewed the Submittal Checklist and have included the required submittal items and reviewed them for completeness and accuracy. I also acknowledge that my application will be rejected if it is deemed incomplete.

DocuSigned by:

Applicant Signature

10-30-23

Date

Letter Of Authorization

DocuSign Envelope ID: 6A7CC4D4-ED98-46B8-85C6-24A9445387B4



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-489-0634

LETTER OF AUTHORIZATION

Have property owner complete and sign, if applicant differs from property owner.

Ziad Haidar for Haazelt Holdings, LLC

Owner Name

5118 Grove Terrace Court

Owner Address

Manvel, TX

77578

Owner City, State

Zip

10-30-23

Date

Building and Inspections

20025 Highway 6

Manvel, TX 77578

Dear City of Manvel Permits and Inspections,

I, Ziad Haidar, certify that I am the owner of the project property located at Morris Avenue west of Bluewater St. (see page 1) and that the forgoing statements and answers made and all data, information, and evidence herewith submitted are in all respects to the best of my knowledge and belief, true, and correct. I appoint see 'authorized representatives list' below with the company see 'authorized representatives list' below (if applicable) to act as my representative for this project. I agree to be responsible for payment of bills due to the City of Manvel related to this application. Furthermore, I understand that any material misrepresentation of this application, failure to comply with ordinances, and /or failure to remit payment for services can lead to delays in this project – up to and including rejecting the project and forfeiting any fees paid.

Please contact me directly at Phone Number if you have any questions.

Sincerely,

Owner Name Ziad Haidar for Haazelt Holdings, LLC

Owner Signature

DocuSigned by:

A handwritten signature in black ink, appearing to read "Ziad Haidar", is written over a horizontal line. Below the line is a small, faint alphanumeric code.

Authorized Representatives List:
Carl Helton for AutoZone Parts, Inc.
Frank Baeza for AutoZone Parts, Inc.
Wade Davis for AutoZone Parts, Inc.
Wesley R Berlin, PE, for Spartan Engineering Solutions, LLC

Letter Of Request



SPARTAN ENGINEERING SOLUTIONS, LLC

2583 Pine Bluffs Court
Highland, MI 48357
Ph: 810-746-9928
www.spartan-es.com

October 30, 2023

SES Consulting Project Number: 2023-028

***Specific Use Permit Letter of Request for:
Proposed AutoZone Store Manvel TX9275
Morris Avenue West of Bluewater Street
City of Manvel, Brazoria County, Texas***

1. Project Location

The subject site is located along the north side of Morris Avenue (aka State Highway 6), west of Bluewater Street. Directly east of the site lies the newly constructed Starbucks at address 7326 Bluewater Street.

The subject site is a 0.7796-acre tract in the H.T.&B.R.R. Co. Survey, Abstract 483, Brazoria County, Texas, being a portion of a called tract described in the deed to Haazelt Holdings, LLC, Document No. 2022069817, Brazoria County Official Public Records. See attached Legal Description from the ALTA/NSPS Land Title Survey.

2. Specific Use Permit

Per City of Manvel Code of Ordinances Sec. 77-26, the NAICS designation for the proposed use is 44131 'Automotive Parts and Accessories Stores'. A Specific Use Permit is required for the LC Light Commercial District.

This letter, along with the accompanying submittal documents, serve as the Letter of Request for the Specific Use Permit for the proposed Project.

3. General Project Description

The proposed Project is for construction of an approximately 7,381SF AutoZone auto parts retail sales store. AutoZone is the leading retailer, and a leading distributor, of automotive replacement parts and accessories in the U.S.

AutoZone has entered into a Purchase and Sale Agreement for the subject site, and the transaction will occur following permit issuance for the proposed development. The AutoZone site will be company-owned and operated through its corporate headquarters in Memphis, Tennessee.

4. Sidewalks and Pedestrian Access

Sidewalk is proposed adjacent to the new parking areas around the building providing access to the store entry. A new sidewalk system is also proposed along the south side of the property adjacent to Morris Avenue. This proposed sidewalk will enhance pedestrian interconnectivity between the proposed AutoZone and existing/proposed adjacent businesses. A connecting sidewalk between the southern sidewalk system and parking lot is also proposed for pedestrian access to the front of the store.

Letter Of Request

AutoZone Manvel TX9275 SUP Letter of Request

10-30-23

5. Parking Areas

Proposed parking areas are located on the subject site south, east and north of the new building. 30 parking spaces are required by the City of Manvel Code of Ordinances, and 30 total parking spaces are provided on site. Two ADA accessible parking spaces are required, including one van accessible space, and two ADA accessible parking spaces are provided with both being van accessible.

Parking areas are accessed through two existing shared drives connecting to the adjacent Starbucks site to the east, which has direct access to Bluewater Street via two existing curb cuts.

6. Signage

Proposed signage for this Project, including wall-mounted and free-standing signage, will meet City of Manvel requirements. No requests for deviation or additional signage will be pursued.

7. Lighting

Lighting will meet all applicable provisions of the City of Manvel Codes and Ordinances.

Specific care will be taken to limit lighting along the rear (north) side of the property where adjacent single family residences exist.

All exterior lighting will utilize LED fixtures. All light poles and wall packs will be downward directed and full cut-off. Exterior lighting will be on a timer and shut off each night approximately 30 minutes after the last employee leaves following business closing.

8. Landscaping

Trees and shrubs meeting or exceeding City of Manvel landscape regulations will be proposed throughout the site. Irrigated sod ground cover will be proposed for new lawn areas.

9. Summary

This project will be designed to meet City of Manvel ordinances and requirements. We request approval of the Specific Use Permit to allow for the next steps in our project permitting processes.

Sincerely,

Spartan Engineering Solutions, LLC

Wesley R. Berlin

Wesley R. Berlin, PE
Owner

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION of a 0.7796 acre tract situated in the H.T.& B.R.R. Co. Survey, Abstract 483, Brazoria County, Texas, being a portion of a called 4.223 acre tract described in deed to Haazelt HoldingS, LLC, recorded in Document No. 2022069817, Brazoria County Official Public Records.

In all, said 0.7796 acre tract being more particularly described as follows:

COMMENCING at a 1/2" Iron Rod found on the northeast right-of-way line of Morris Ave, also known as State Highway 6, for the southwest corner of said 4.223 acre tract coincident with the southeast corner of a called 26,091.45 Square Foot Tract described in deed to Bunna Hong, recorded in Document No. 2008058851, Brazoria County Official Public Records;

THENCE along southwest line of said 4.223 acre tract and northeast line of said right-of-way, South 70°28'40" East, a distance of 364.30 feet to a 1/2" Iron Rod with orange cap stamped "WESTWOOD" set for the **POINT OF BEGINNING** and the southwest corner of the herein described tract;

THENCE across said 4.223 acre tract North 19°29'08" East, a distance of 251.61 feet to a 1/2" Iron Rod With Orange Cap stamped "WESTWOOD" set in the northeast line of said 4.223 acre tract, coincident with the southwest line of the Bluewater Lakes Section 3 subdivision as shown on plat recorded in Document No. 2018022686, Brazoria County Official Public Records;

THENCE along said northeast line, South 70°25'30" East a distance of 135.00 feet to a 1/2" Iron Rod with red cap stamped "JPH LAND SURVEYING" found for the northwest corner of Lot 1 Block 1, Bluewater Lakes Commercial Subdivision as shown on plat recorded in Document No. 2022011198, Brazoria County Official Public Records, coincident with the northeast corner of said 4.223 acre tract and the herein described tract, from whence a 5/8" Iron Rod with yellow cap stamped "LJA" bears North 85°19'37" East, a distance of 0.37 feet;

THENCE along the east line of said 4.223 acre tract, South 19°29'08" West, a distance of 251.48 feet to a 1/2" Iron Rod with orange cap stamped "WESTWOOD" set on said northeast right-of-way of State Highway 6 for the southwest corner of said Lot 1 Block 1, and the southeast corner of said 4.223 acre tract and the herein described tract;

THENCE, along the southwest line of said 4.223 acre tract and the northeast line of said State Highway 6, North, 70°28'40" West a distance of 135.00 feet to the **POINT OF BEGINNING**.

Containing in all, 33,958 square feet of land or 0.7796 acres, more or less.

Public Hearing Notice

Public Hearing Notice to run on Sunday 12/24/2023

A PUBLIC HEARING WILL BE HELD AT MANVEL CITY HALL, 20031 HWY 6, MANVEL, TX 77578 AT 6:00 P.M. ON MONDAY, JANUARY 8, 2024 BEFORE THE MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION AND AT 6:00 P.M., ON TUESDAY, JANUARY 16, 2024 BEFORE THE MANVEL CITY COUNCIL TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATE 0.7796 ACRE TRACT OF LAND, LOCATED AT 19201 MORRIS AVE, MANVEL, TX (ABUTTING STARBUCKS), 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 441310 “AUTOMOTIVE PARTS AND ACCESSORIES STORES”; 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. /S/ TAMMY BELL, CITY SECRETARY.

ORDINANCE NO. 2024-O-01

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF 0.7796 ACRES LOCATED AT 19201 MORRIS AVE, MANVEL, TEXAS (ABUTTING STARBUCKS LOCATED AT 7326 BLUEWATER ST, MANVEL, TX), 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 441310 “AUTOMOTIVE PARTS AND ACCESSORIES STORES”; 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.

* * * * *

WHEREAS, Ziad Haidar, Haazelt Holdings, LLC., is the owner (the “Owner”) of a certain 0.7796-acre tract of land located at 19201 Morris Ave, Manvel, Texas, such tract situated in the H.T. & B.R.R. CO. Survey, Abstract 483, Brazoria County, Texas, being a portion of a called 4.223 acre tract described in deed to Haazelt Holdings, LLC., recorded in December No. 2022069817, Brazoria County Official Public Records, a map and description of which is attached hereto as Exhibit “A”; and

WHEREAS, the 0.7796-acre tract is currently zoned Light Commercial District /State Highway 6 Overlay District (LC/SH6) District; and

WHEREAS, the owner has filed an application to change the zoning classification of the 0.7796-acre tract to Light Commercial District/State Highway 6 Overlay District, with a Specific Use Permit (LC/SH6/SUP) allowing the existing use of the property for NAICS use 441310 “Automotive Parts and Accessories Stores”; and

WHEREAS, the Planning, Development, and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, a public hearing on such request; and

WHEREAS, the Planning, Development, and Zoning Commission has recommended in its report the approval of such request, and the City Council deems it appropriate to approve said amendment to the zoning and specific use permit; now, therefore,

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

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

Section 2. The zoning classification of a certain 0.7796-acre tract of land located at 19201 Morris Ave, Manvel, Texas, such tract situated in the H.T. & B.R.R. CO. Survey, Abstract 483, Brazoria County, Texas, being a portion of a called 4.223 acre tract described in deed to Haazelt Holdings, LLC., recorded in December No. 2022069817, Brazoria County Official Public Records, as more particularly described in Exhibit “A” attached hereto, shall be changed from Light Commercial District /State Highway 6 Overlay District (LC/SH6) to Light Commercial District/State Highway 6 Overlay District, with a Specific Use Permit (LC/SH6-SUP), for uses as permitted within such zone classification, subject to the regulations, regulations, and conditions hereinafter set forth:

1. Automotive Parts and Accessories Stores – (NAICS 441310)

Section 3. The request meets the criteria set forth in Section 77-50 of the City of Manvel Zoning Ordinance for a Specific Use Permit. The City of Manvel Zoning Ordinance is hereby further amended by granting a Specific Use Permit authorizing use of the Property for the additional NAICS use listed in Section 2, above.

Section 4. The City Council hereby finds it appropriate to impose the conditions to the granting of the Specific Use Permit as shown in Exhibit “B”, attached hereto and incorporated herein as if set out in full. Use and Development of the Property shall comply with the conditions and with the site plan as shown in Exhibit “C”, attached hereto. The uses and site may not be changed or expanded except by amendment of this Specific Use Permit.

Section 5. The Specific Use Permit issued under this ordinance, or a specific use listed herein, shall expire one year after its date of issuance if construction or if the listed use authorized hereunder is not substantially under way or in use prior to the expiration of said one year period. If, prior to the expiration of such one-year period, the owner of the property to which the Specific Use Permit applies in writing, for an extension, the City Council may, after recommendation from the Planning, Development, and Zoning Commission, grant such extension for one additional year.

Section 6. The Zoning District Map of the City of Manvel shall be revised and amended to show the designation of said tract, as described and as provided in Section 2, above, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 7. The City Council hereby finds and determines that said rezoning comports to the City's Comprehensive Land Use Plan. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Manvel, save and except the change in zoning classification of said tract(s) as described above.

Section 8. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 9. 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 10. Revocation. This Specific Use Permit may be revoked or modified by the City Council, in whole or in part, after notice and hearing, for either of the following reasons:

(1) The Specific Use Permit was obtained or extended by misrepresentation, fraud or deception: or

(2) That one of more of the conditions imposed by the permit has not been met or has been violated.

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

Situated in the H.T. & B.R.R. CO. Survey, Abstract 483, Brazoria County, Texas, being a portion of a called 4.223 acre tract described in deed to Haazelt Holdings, LLC., recorded in December No. 2022069817, Brazoria County Official Public Records.

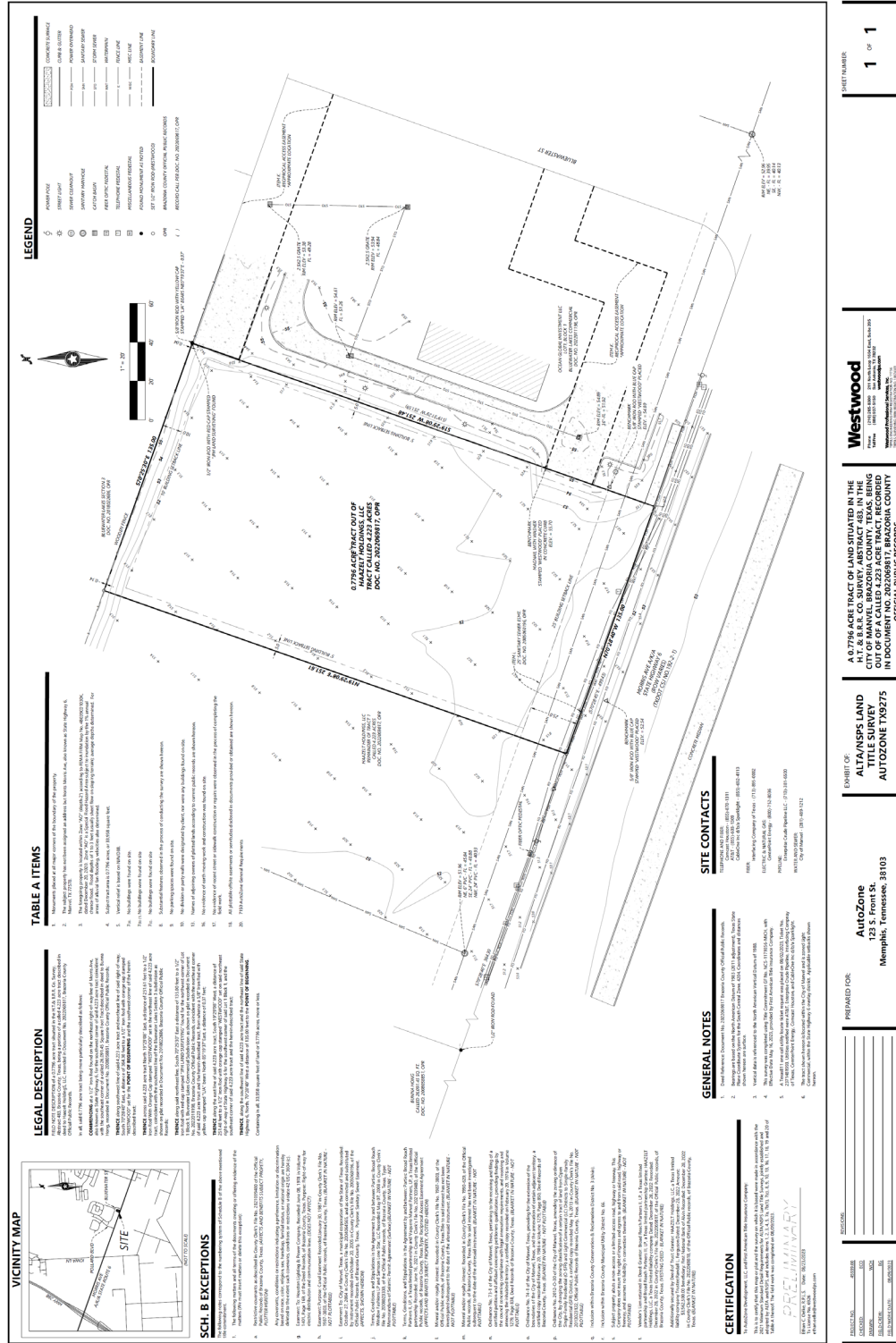
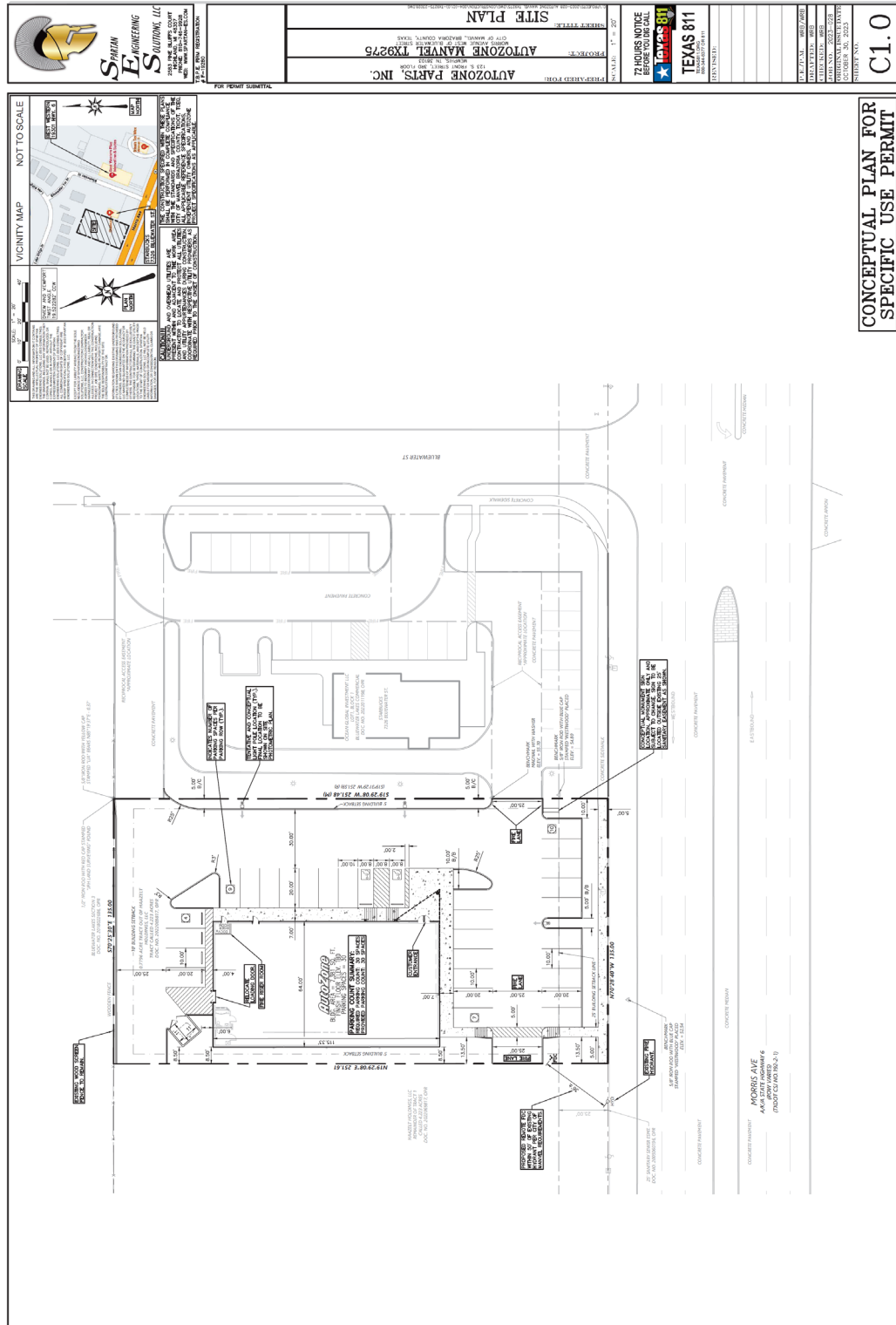


Exhibit B

CONDITIONS FOR 19201 MORRIS AVE
(AUTOMOTIVE PARTS AND ACCESSORIES STORES)

1. A plat shall be prepared and approved in conformance with Chapter 62 – *Subdivisions*, prior to developing the subject site for the proposed AutoZone;
2. The site development shall follow the attached site plan. However, changes necessary to conform to any adopted City of Manvel codes and ordinances shall be made as part of the construction plan and building permit review process;
3. Outdoor lighting shall be shielded and shall conform with the Illuminating Engineering Society of North America ("IES") criteria for full cut-off fixtures, which is 100 percent of light output below 90 degrees, and 90 percent of light output below 80 degrees from a vertical line through the fixture;
4. Outdoor lighting shall be deflected, shaded, and focused away from abutting properties and shall not be a nuisance to abutting properties, and shall be designed so that any overspill of lighting onto abutting properties shall not exceed three-tenths foot-candles, measured vertically and horizontally;
5. Buildings shall be designed in conformance with all adopted technical codes, including Building and Fire Codes.

19201 MORRIS AVE SITE PLAN



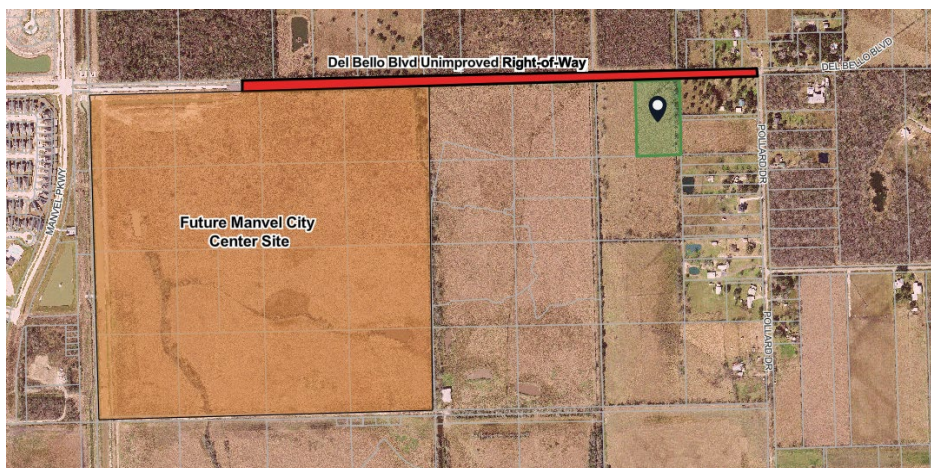


MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: January 16, 2024

TOPIC: Subdivision variance request for an approximate 4.8484-acre tract of land, located along south side of Del Bello Boulevard on the west side of its intersection with Pollard Drive. The applicant is seeking to vary Chapter 62, Section 62-42. (b)(4), *Minor Plat*, which requires dedication of rights-of-way (ROW) to qualify for a minor plat. The subject site abuts the property located at the southwest corner of Del Bello Boulevard and Pollard Drive intersection.

BACKGROUND: The subject site is located in the Open-Single Family Residential (O-SFR) zoning district. Properties abutting the subject site are mostly undeveloped with the exception of the property located at the corner of Pollard Drive and Del Bello Boulevard which includes a single-family residential home and accessory buildings. Properties on the west, north, and south side of the subject site are mostly undeveloped. Nearest existing development to the west is the Del Bello Lakes residential subdivision. Planned development on the west side of the subject site include proposed Valencia Master Planned Community and the proposed Manvel City Center. Del Bello Boulevard is identified as a proposed Parkway (120' ROW width) on the Major Thoroughfare Plan. Currently, Del Bello Boulevard is unimproved between Pollard Drive and to a portion of the future Manvel City Center site frontage. Length of unimproved Del Bello Blvd ROW from its intersection with Pollard Drive to the eastern edge of the subject site is approximately 660 feet. Existing homes on the east side of the subject site are all accessed from an asphalt road (Pollard Dr and Del Bello Blvd). Please note that Del Bello Blvd along the subject site exists as a 20-foot-wide road easement and not a dedicated public ROW. Development of the subject site will trigger the requirement to dedicate the required ROW.



The subject site is owned by Clark Travis F & Marco A Vital and they intend to subdivide the property into two lots and build a home on each lot. The applicant had met with staff prior to purchasing the property and was made aware of the requirements for developing the subject site including dedication of necessary right-of-way based on the Major Thoroughfare Plan and construction of perimeter roads. In November 2022, the applicant requested for a subdivision

variance to allow construction of a temporary road to access the subject site from Pollard Drive. This request was approved by the City Council. Additionally, with the approval of Proposition B (Prop B) in May 2023, the applicant is not required to construct a street and can develop the property with the existing dirt road/path/access. Please note that, currently, the subject site and properties to the north and west are accessed through a 40-foot-wide road access easement and not a dedicated public ROW. Therefore, the subject site includes a 20-foot-wide strip with the front property line at the middle of the of the aforementioned easement.

In November 2023, a plat application for the subject site was submitted which didn't show the required 60-foot-wide right-of-way dedication (one half of the 120-foot-wide parkway). According to Section 62-42. (b)(4) of the Subdivision Ordinance, *"All necessary easements and/or public dedications are either existing or will be dedicated by the owner/subdivider. All such easements and/or public dedications must be of an acceptable width and configuration."* In response to staff's comment, the applicant has submitted this request to allow a variance to reduce the required ROW dedication from 60 feet to 20 feet, so that the proposed plat can be approved. The applicant has indicated that it is not fair to give away/ surrender large portion of the subject site without compensation for a road that has not been budgeted for or designed. The applicant also indicated that the City does not have a timeline for the proposed ROW and that for several other properties in the vicinity eminent domain will be evoked which will necessitate compensation. The applicant is also concerned that they have a loan on the entire property and granting of the acreage needed for the ROW without compensation is not reasonable. Please note that the total area of the land for the required dedication appears to be slightly under half (0.45) acre.

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

- Generally, there are no special circumstances or conditions affecting the subject site and it appears to be a regular residential property proposed to be developed. However, due to its large acreage and location along a major thoroughfare (120-foot-wide Parkway), the amount of land required to be dedicated is larger compared to most of the other residential acreage lots in the City.
- The strict enforcement of the requirement will not deprive the applicant of a substantial property right. The applicant is not required to construct the street and based the remaining acreage meets the minimum acreage needed for house with associated septic system.
- Granting of the requested variance (reduction to 20 feet dedication) will be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity. The minimum ROW width requirement of a local street is 60 feet. A reduction of ROW dedication to 20 feet is not appropriate as this will result in a reduced ROW compared to other areas of the City. Granting of the requested reduction is also not equitable since, every residential lot that required a ROW dedication has provided a minimum of 30 feet of ROW dedication.

Staff finds that granting of a variance is appropriate in this situation based on the criteria provided in Section 62-5, *Variance.* However, it is important that the subject site has, at least, a 30-foot-wide ROW for access (half of the minimum width of a local street) prior to development.

RECOMMENDATION: Based on the above discussion, staff recommends approval of a variance to Chapter 62, Section 62-42. (b)(4), *Minor Plat* with four conditions as specified in the development agreement:

1. A minimum 30 feet ROW dedication shall be shown on the proposed plat for the subject site;
2. A plat shall establish a minimum building setback of 55 feet measured from the southern extent of the 30 feet ROW dedication.
3. This subdivision variance will expire upon further subdivision of the subject site to create more than two lots; and
4. The subdivision variance will expire if the single-family residential use or zoning designation changes.

ATTACHMENTS: Application, Survey, Proposed Plat, Vicinity Zoning Map, Vicinity Aerial Map, Major thoroughfare Map, Proposed Development Agreement, and Site Pictures.

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER
Jessica Rodriguez, Director of Development
Services



FINANCE DIRECTOR APPROVAL _____
CITY MANAGER APPROVAL _____

CITY OF MANVEL

<http://www.cityofmanvel.com>

PO Box 187
Manvel, Texas 77578

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

Subdivision Variance Application

Applicant Information

Applicant (if not owner): _____

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

Owner: Travis Clark / Marco Vital

Owner Address: 9923 Hubble Dr. City: Iowa Colony State: TX Zip 77583

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

Property Information

Site Address: 6020/6030 Del Bello BLVD Manvel TX 77578

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

Brazoria County Identification Number: 641686

Description of Subdivision Variance Request

Sec 62-42. (b)(4) All necessary easements and/or public dedications either existing or will be dedicated by the owner/subdivider. All such easements and/or public dedications must be of an acceptable width and configuration.

Detailed Explanation of Subdivision Variance Request

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

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

We purchased our land with the intent to build a new home. With the current ordinance in place, we would need to show 60' for the future Del Bello BLVD Road from the 20' that is currently on our survey. While ordinances serve a purpose in maintaining order, fairness must underpin them from both sides. Our concern revolves around surrendering land; we have loans tied to this property and do not believe it is fair to have to give our property away without compensation.

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

With this variance, this would get our plt approval by the city, also allowing us to start the process of getting all permits for construction.

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

There is a right-away with just over 20' of easement for utilities on our current survey. So far just on paper Del Bello BLVD is supposed to be the frontage of our property. There has been no planning, budget, and most important timeline for this road. If we opt to postpone to build until road construction begins, eminent domain will be invoked, necessitating compensation for properties within its jurisdiction.

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

Through a variance, incorporation the 20' easement and guaranteeing no obstruction to the road with and structures. We'll abide by the city's suggested frontage build line to allow space for upcoming plans. Our commitment persists in aligning with city recommendations, providing adaptability for future via the application of a variance. Our aim is straightforward: to be a vital component of this city and community.

Applicant Authorization

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

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

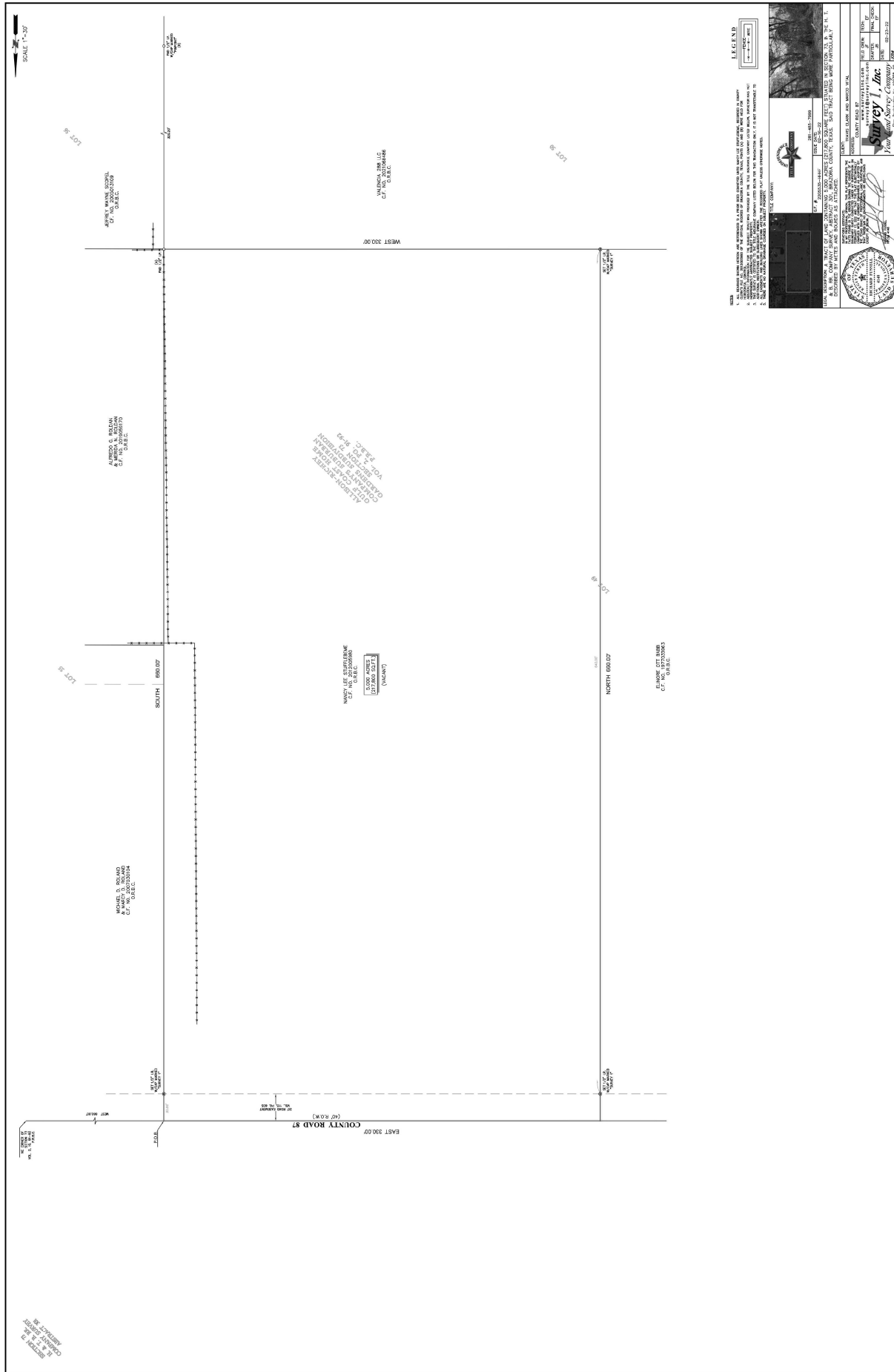
Travis Clark

Applicant Signature

12/28/2023

Date

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



STATE OF TEXAS
COUNTY OF BRAZORIA

WE, TRAVIS F CLARK AND MARCO A VITAL, SOLE OWNERS OF THE PROPERTY SUBDIVIDED IN THIS PLAT OF VILLA DEL BELLO SUBDIVISION, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, AND EASEMENTS SHOWN HERE ON AND DO HERE BY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES, AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM SUCH GRADES AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND DEDICATED.

FURTHER, OWNERS HAVE DEDICATED, AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AREA EASEMENTS SHALL EXTEND HORIZONTALLY AND ADDITIONAL 11 FT. 6 IN (11' 6") FOR 10 FT (10' 0") PERIMETER GROUND EASEMENTS OR 7 FT 6 IN (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENT THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U. E. AND A.E.) AS INDICATED AND DEPICTED HERE ON WHEREBY THE AREA EASEMENTS TOTALS TWENTY FEET 6 INCHES (21' 6") IN WIDTH.

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

WITNESS OUR HAND IN BRAZORIA COUNTY, TEXAS , THIS _____DAY OF NOVEMBER 2023

TRAVIS F CLARK, OWNER

MARCO A VITAL, OWNER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRAVIS F CLARK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____DAY OF NOVEMBER 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARCO A VITAL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____DAY OF NOVEMBER 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

THIS IS TO CERTIFY THAT THIS IS A MINOR PLAT UNDER THE PROVISIONS OF THE TEXAS LOCAL GOVERNMENT CODE SECTION 212.0065 AND MEETS ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF MANVEL. THE CITY OF MANVEL HAS APPROVED THIS MINOR PLAT OF VILLA DEL BELLO SUBDIVISION AS SHOWN HERE ON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS ____ DAY OF _____, 2023

BY: _____

BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NUMBER 3 NOTES:

1. DRAINAGE EASEMENTS, MAY BE USED BY ANY GOVERNMENT BODY FOR THE PURPOSE OF DRAINAGE WORK, PROVIDED BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NUMBER 3 (B.C.C.R.D. #3) IS PROPERLY NOTIFIED

2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES. LANDSCAPING SHALL BE PERMITTED WITHIN THE DETENTION PONDS LOCATED WITHIN THIS SUBDIVISION.

3. MAINTENANCE OF DETENTION FACILITY SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY, B.C.C.R.D. #3 SHALL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWN AND CONSTRUCTED BY B.C.C.R.D. #3 OR SUB-REGIONAL FACILITIES CONSTRUCTED BY DEVELOPERS FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO B.C.C.R.D. #3 WITH THEIR APPROVAL. B.C.C.R.D. #3 SHALL BE RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THEM, UNLESS B.C.C.R.D. #3 SPECIFICALLY CONTACTS OR AGREES TO MAINTAIN OTHER FACILITIES.

4. THE SIDES OF DRAINAGE CHANNELS AND DETENTION FACILITIES SHALL BE HYDRAMULCH SEEDED.

5. OUTFALL STRUCTURES AND CULVERTS SHALL COMPLY WITH THE STORM SEWER SECTION OF THE BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NUMBER 3 REGULATIONS. BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NUMBER 3 HAS ADOPTED THE BRAZORIA COUNTY DRAINAGE DISTRICT CRITERIA MANUAL AS ITS GUIDE. EROSION PROTECTION FOR THE OUTFALL STRUCTURE MUST BE REINFORCED CONCRETE. CONCRETE RUBBLE IS NOT ALLOWED.

6. B.C.C.R.D. #3 APPROVAL OF THE FINAL DRAINAGE PLANS AND FINAL PLAT (IF REQUIRED), DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRAPS AND / OR ANY OTHER RIGHT-OF-WAY ACROSS THE THIRD PARTY DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLANS AND THE FINAL PLAT

7. B.C.C.R.D. #3 PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR THE INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITIES ARE OPERATING PROPERLY.

8. DETENTION IS REQUIRED BY B.C.C.R.D. #3 IN ORDER TO OFFSET ADDITIONAL STORM RUNOFF DUE TO THE INCREASED IMPERVIOUS COVER FROM THE DEVELOPMENT.

GENERAL NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON BEING GRID, BASED ON THE TEXAS STATE PLANE COORDINATES SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983, (NAD 83), U.S. SURVEY FEET, PER GPS OBSERVATIONS AND MAY BE BROUGHT TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF: 0.9998689

2. THIS PLAT WAS PREPARED TO MEET CITY OF MANVEL AND BRAZORIA COUNTY REQUIREMENTS

3. THE SURVEY RELIED ON A CITY PLANNING LETTER FROM TEXAS AMERICAN TITLE COMPANY, G.F. NO. 2791023-06162, EFFECTIVE DATE OCTOBER 9, 2023 AND ISSUE DATE OCTOBER 12, 2023, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENT, RESTRICTIONS OR OTHER ENCUMBRANCES THAT ARE NOT SHOWN HEREON.

4. THE PLAT LIES WHOLLY WITHIN THE CITY OF MANVEL, BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NUMBER 3, ALVIN INDEPENDENT SCHOOL DISTRICT, AND BRAZORIA COUNTY.

5. THIS PLAT WILL EXPIRE 2 YEARS AFTER FINAL APPROVAL BY CITY MANAGER, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT BEEN COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD, OR THE ONE YEAR EXTENSION GRANTED BY PLANNING DEVELOPMENT AND ZONING COMMISSION.

6. THERE WAS NO EVIDENCE OF PIPELINES OR PIPELINE EASEMENT EXISTING WITHIN THE BOUNDARIES OF THIS PLAT, AT THE TIME SURVEY WAS PERFORMED.

7. ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES, AT INTERSECTIONS SHALL CONFORM TO THE CITY OF MANVEL, AND AS TO SIGHT DISTANCE REQUIREMENTS FOR MOTORISTS.

8. NO OWNER OF THE LAND SUBJECT AN EASEMENT MAY PLACE, BUILD ,OR CONSTRUCT ANY PERMANENT BUILDING, STRUCTURE, OR OBSTRUCTION OF ANY KIND OVER, UNDER , OR UPON THE EASEMENT, PROVIDED THAT SUCH OWNER MAY CROSS OR COVER THE EASEMENT WITH A PAVED DRIVEWAY / PARKING LOT UNDER THE FOLLOWING CONDITIONS: THE DRIVEWAY SHALL BE JOINTED AT THE BOUNDARY LINE OF THE EASTMAN TO LIMIT THE AMOUNT OF PAVING THAT MUST BE REMOVED TO PROVIDE ACCESS, AND THERE SHALL BE NO OBLIGATION OF THE CITY TO REPLACE / REPAIR ANY PAVING REMOVED IN THE EXERCISE OF THIS EASEMENT.

9. PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK, OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS.

10. THE MINIMUM FINISH FLOOR SLAB ELEVATION SHALL BE AT LEAST 18 INCHES ABOVE THE TOP OF THE CURB ELEVATION FOR A CURBED STREET OR 24 INCHES ABOVE THE 100-YEAR BASE FLOOD ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100-YEAR FLOODPLAIN, OR 12 IN ABOVE FINISHED GRADE.

11. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 48039C0130K, EFFECTIVE DATE OF DECEMBER 30, 2023, THE _____ SUBDIVISION LIES WITHIN THE ZONE X, DESCRIBED AS AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD.

12. ALL LOTS AND RESERVES SHALL HAVE A MINIMUM SIDE AND REAR BUILDING SETBACKS AS SPECIFIED IN CHAPTER 77 AND ZONING OF THE CITY CODE OF ORDINANCES.

13. SIDEWALKS SHALL BE CONSTRUCTED AT A MINIMUM OF 5 FT WIDE OR AS DETERMINED BY THE CITY'S THOROUGHFARE PLAN AND IN ACCORDANCE WITH THE CITY'S STANDARD DETAILS AND DESIGN CRITERIA PROFILE. SIDEWALK SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY'S DESIGN CRITERIA MANUAL.

14. THIS PLAT CLOSES WITHIN THE ALLOTTED BOUNDARY CLOSURE ALLOWANCE

15. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.

16. THE PURPOSE OF THIS PLAT IS TO CREATE TWO LOTS, ONE BLOCK AND DEDICATE A 20 FT WIDE STRIP OF LAND TO THE PUBLIC FOR RIGHT OF WAY PURPOSES.

17. ALL LAKE / DETENTION TRACTS, EASEMENTS, OPEN SPACES, OR OTHER COMMON AREAS WITHIN BOUNDARIES OF THIS PLAT SHALL BE MAINTAINED BY THE APPLICABLE HOMEOWNERS ASSOCIATION OR OTHER PERPETUAL PRIVATE ENTITY.

18. ALL DEVELOPMENT REGULATIONS AND CITY PERMITS SHALL BE ADHERED TO AND OBTAINED.

19. FOR LAND NOT WITHIN THE FLOODPLAIN AND FOR A SINGLE FAMILY RESIDENTIAL LOT, IF 20% OR LESS OF THE ENTIRE PROPERTY WILL BE AFFECTED BY IMPERVIOUS COVER, THEN A NEW REVISED DRAINAGE PLAN WILL NOT BE REQUIRED.

METES AND BOUNDS:

BEING A TRACT OF LAND CONTAINING 5.000 ACRES (217,800 SQUARE FEET), SITUATED IN SECTION 73, IN THE H. T. & B. R.R. COMPANY SURVEY, ABSTRACT 301, BRAZORIA COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND CONVEYED UNTO NANCY LEE STUFFEBEME BY DEED AS RECORDED UNDER COUNTY CLERK FILE NO. 2012005980 OF THE OFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, BEING THE EAST 1/2 OF LOT 49, OF ALLISON-RICHEY GULF COAST HOME COMPANY' S SUBURBAN GARDENS SUBDIVISION, SECTION 73, A SUBDIVISION IN BRAZORIA COUNTY, AS RECORDED IN VOLUME 2, PAGE 91 AND 92 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, SAID 5.000-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (NAD83) SOUTH CENTRAL ZONE (5401, FIPS 2404) PER GPS OBSERVATIONS:

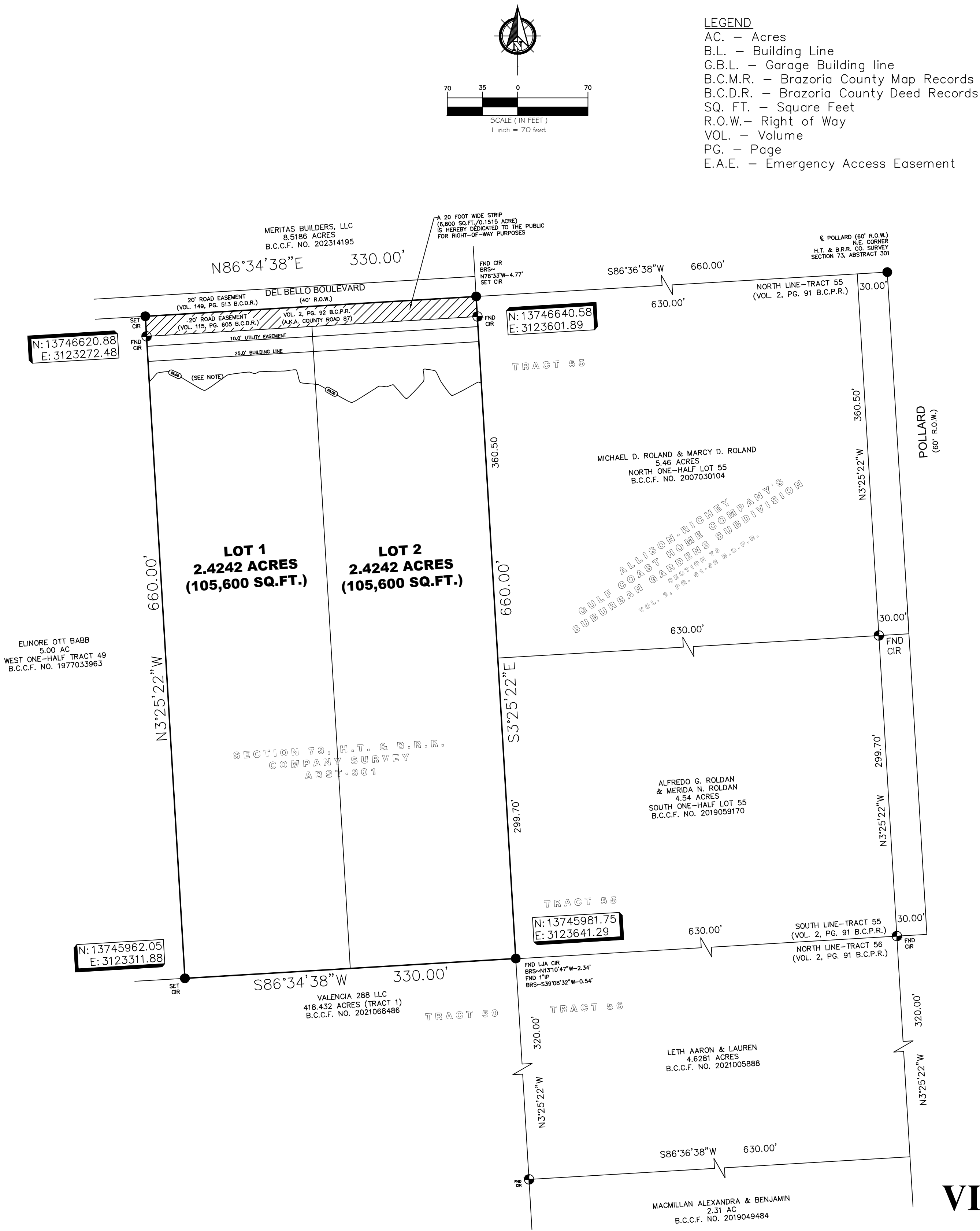
BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING ALONG THE CENTER LINE OF DEL BELLOW BOULEVARD (40' R.O.W.) AS RECORDED IN VOLUME 2, PAGE 91 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS AND NORTH LINE OF A 20.00 FOOT WIDE ROAD EASEMENT AS RECORDED IN VOLUME 115, PAGE 605 OF THE DEED RECORDS OF BRAZORIA COUNTY TEXAS, BEING LOCATED S86°34'38"W, A DISTANCE OF 660.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 73;

THENCE S03°25'22"E, AT 20.00 FEET PASSING A FOUND 1/2-INCH CAPPED IRON ROD IN THE SOUTH LINE OF SAID 20.00 FEET WIDE ROAD EASEMENT, AND CONTINUING A TOTAL DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT FROM WHICH A FOUND 1-INCH IRON PIPE BEARS S39°08'32"W, 0.54 FEET AND A FOUND CAPPED IRON ROD MARKED "LJA" BEARS N31°10'47"W, 2.34 FEET;

THENCE S86°34'38"W, A DISTANCE OF 330.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N03°25'22"W, AT 640.00 FEET PASSING A 1/2-INCH CAPPED IRON ROD FOUND IN THE SOUTH LINE OF SAID 20.00 FOOT WIDE ROAD EASEMENT, AND CONTINUING A TOTAL DISTANCE OF 660.00 FEET TO A CAPPED IRON SET IN THE NORTH LINE OF SAID ROAD EASEMENT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N86°34'38"E, ALONG THE NORTH LINE OF SAID ROAD EASEMENT, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.000 ACRES (217,800 SQUARE FEET), MORE OR LESS.



LEGEND
AC. – Acres
B.L. – Building Line
G.B.L. – Garage Building line
B.C.M.R. – Brazoria County Map Records
B.C.D.R. – Brazoria County Deed Records
SQ. FT. – Square Feet
R.O.W.– Right of Way
VOL. – Volume
PG. – Page
E.A.E. – Emergency Access Easement



MINOR PLAT OF VILLA DEL BELLO

4.8484 ACRES – 2 LOTS, 1 BLOCK

REASON FOR MINOR PLAT – TO CREATE 2 LOTS AND 1 BLOCK

SITUATED IN SECTION 73, IN THE H.T. & B.R.R. COMPANY SURVEY, ABSTRACT 301, BRAZORIA COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND CONVEYED UNTO NANCY LEE STUFFEBEME BY DEED AS RECORDED UNDER COUNTY CLERK FILE NO. 2012005980 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, BEING THE EAST ONE-HALF OF LOT 49, OF ALLISON-RICHEY GULF COAST HOME COMPANY'S SUBURBAN GARDENS SUBDIVISION, SECTION 71, A SUBDIVISION IN BRAZORIA CONTY, AS RECORDED IN VOL. 2, PG. 91 AND 91 OF THE PLAT RECORDS OF BRAZORIA COUNTY

OWNERS:

TRAVIS F CLARK
9923 HUBBLE DR.
IOWA COLONY, TX 77583
PHONE: 409-790-1802

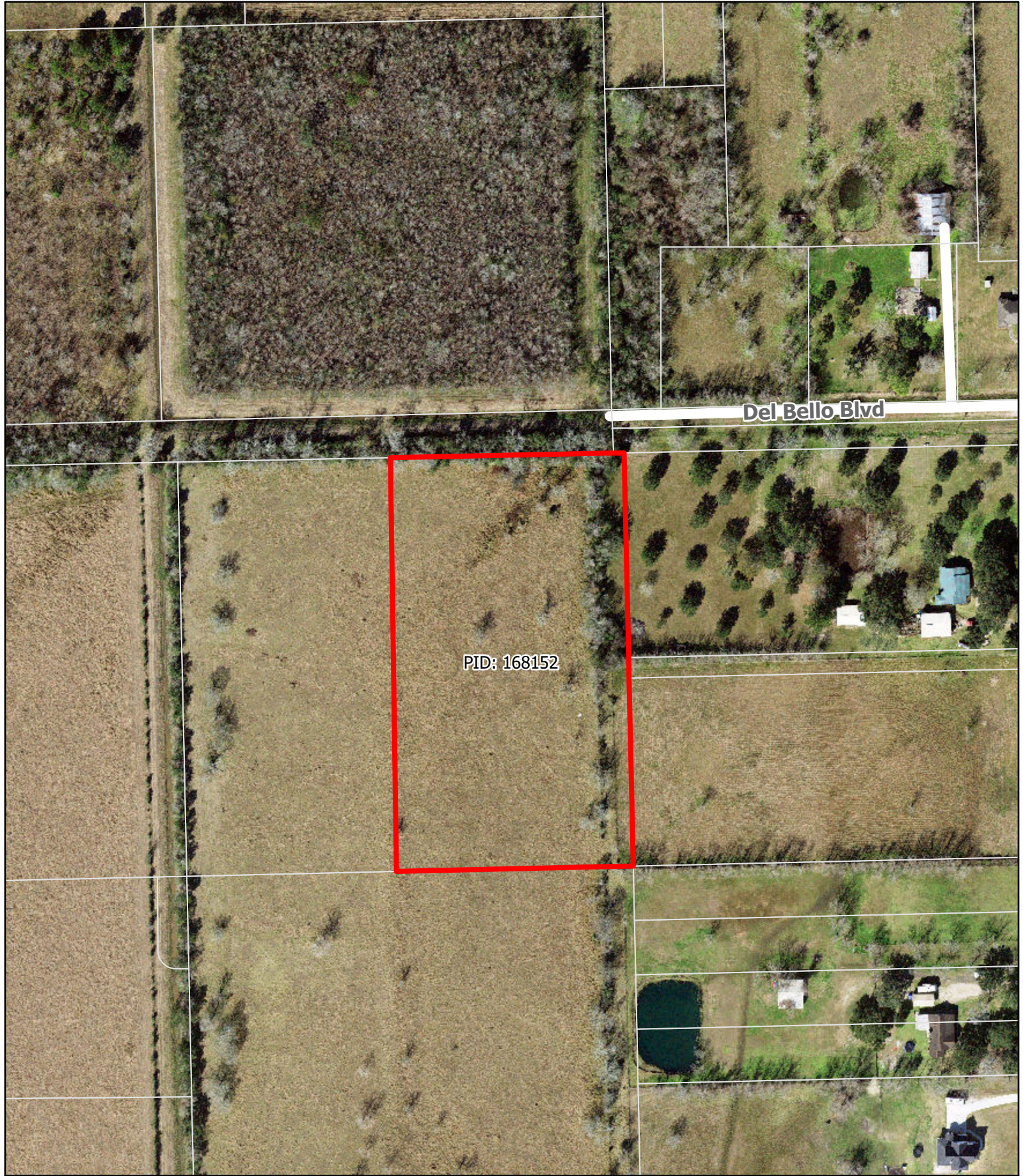
AND

MARCO A VITAL
2918 GOROM CT.
PEARLAND, TX 77584
PHONE: 409-549-1477

DATE: NOVEMBER, 2023 SCALE: 1" = 70'

LOTS:2 BLOCKS: 1

DAVID R. STRICKLAND, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5124



Del Bello Blvd

PID: 168152

COUNTY ROAD 87 PID: 168152



City of Manvel City Limits



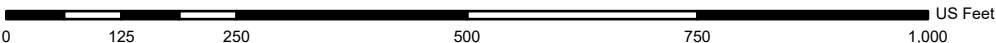
City of Manvel ETJ



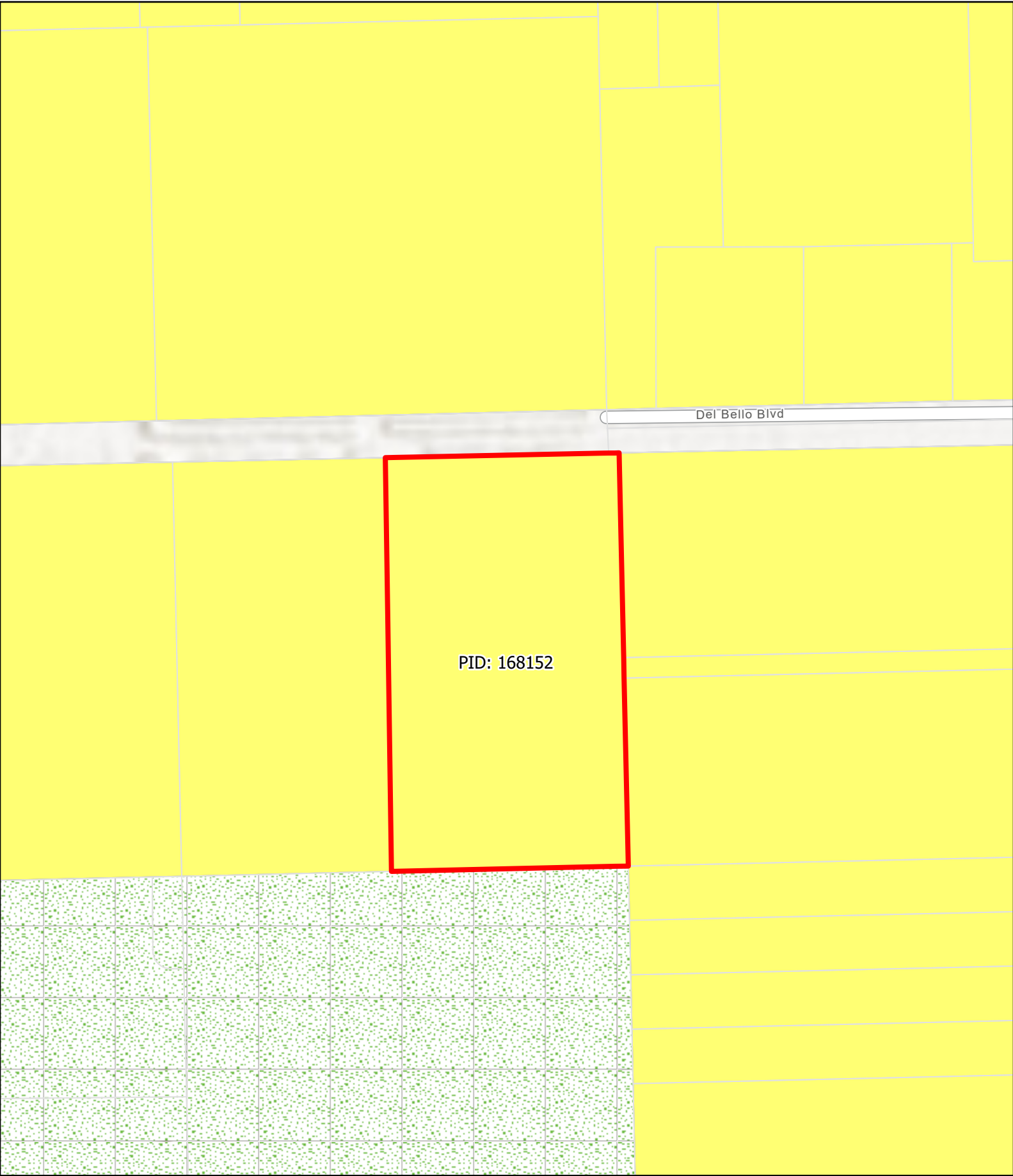
PID: 168152



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



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



COUNTY ROAD 87 PID: 168152

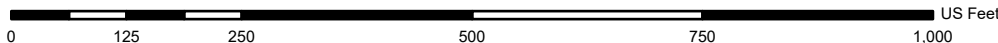


-  City of Manvel City Limits
-  City of Manvel ETJ

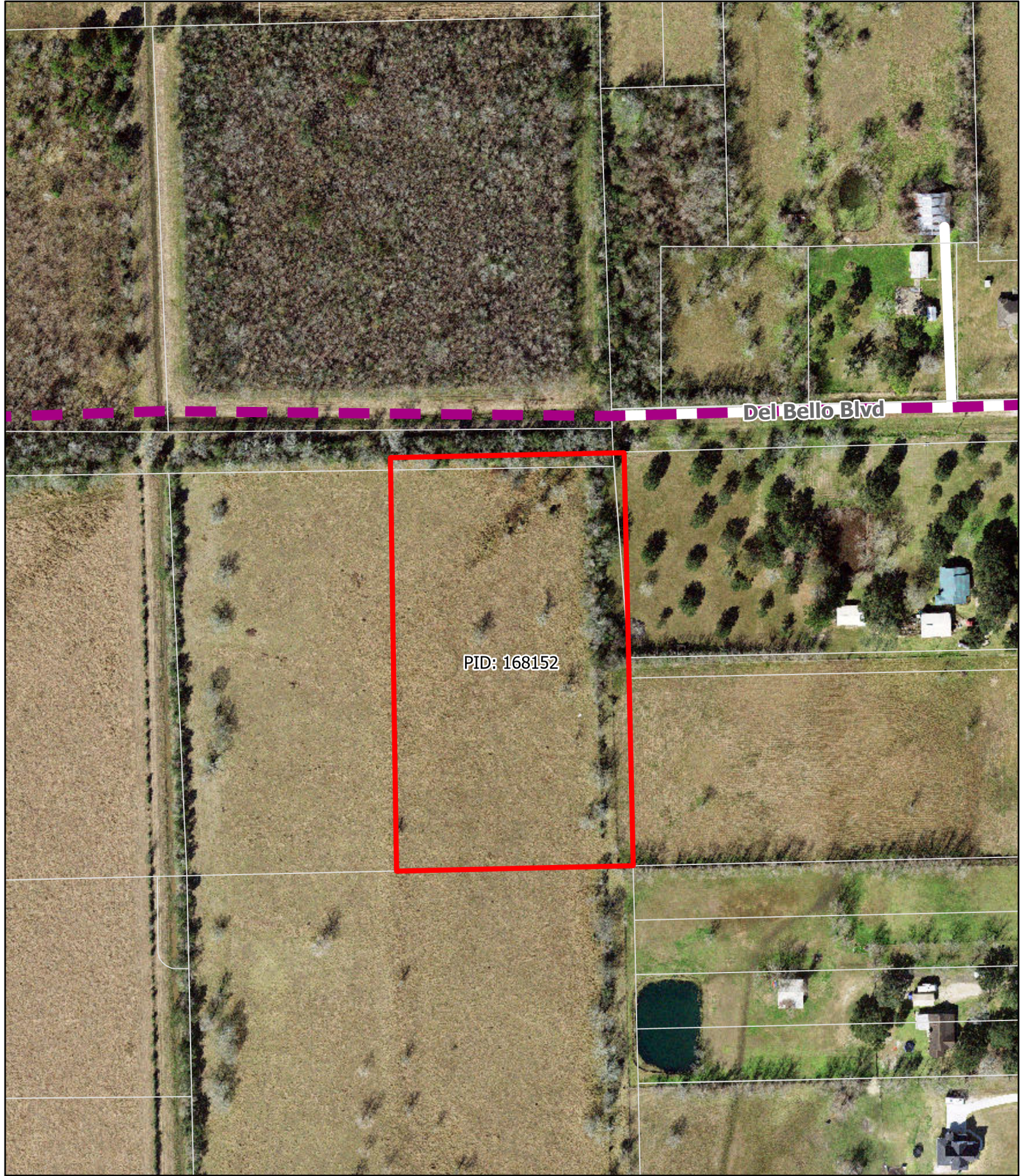
-  Planned Unit Development
-  Open Single-Family Residential District



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



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



PID: 168152

Del Bello Blvd

COUNTY ROAD 87 PID: 168152



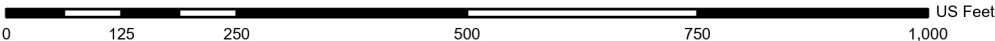
 City of Manvel City Limits
 City of Manvel ETJ

 PID: 168152
 Parkway (120' ROW)

 Proposed Parkway (120' ROW)



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



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

DEVELOPMENT AGREEMENT (FOR VARIANCE)

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Development Agreement executed as of the ____ day of _____, 2024, is by and between the City of Manvel, Texas, (“City”) and Clark Travis F and Marco A Vital, property owners of certain hereinafter described property located within the City of Manvel, (together known as “Developer”), all collectively referred to as the “Parties.” This Agreement is in regard to the platting of an approximate 4.8484-acre tract of land located at Del Bello Blvd (PID-168152).

WHEREAS, Developer intends to subdivide a 4.8484-acre tract of land to create two lots conforming to current standards as shown on the proposed plat provided as Exhibit “A”, attached hereto; and,

WHEREAS, Developer also intends to subsequently build a home on each lot; and,

WHEREAS, subdividing the land and permit issuance for a home will require approval of a plat and compliance with the city’s subdivision ordinance; and

WHEREAS, Section 62-42 (b)(4) of The City Code states - “All necessary easements and/or public dedications (Del Bello Boulevard) are either existing or will be dedicated by the owner/subdivider. All such easements and/or public dedications must be of an acceptable width and configuration.”; and

WHEREAS, pursuant to Section 62-5 of the city code, the Developer has requested a variance to the right of way dedication requirement;

NOW THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, if said variance is granted by the City Council, the Parties agree to the conditions, as follows:

1. PROJECT

1.01 Location. The property that is the subject of this agreement is located at 6020/6030 Del Bello Blvd (PID-168152) and is all the property legally described as: an approximate 5.0-acre tract situated in Section 73, in the H. T. & B. RR. Company Survey, Abstract 301, Brazoria County, Texas, being all of a tract of land conveyed unto Nancy Lee Stufflebeme by deed as recorded under County Clerk File No. 2012005980 of the Official Records of Brazoria County, Texas, being the East 1/2 of Lot 49, of Allison-Richey Gulf Coast Home Company’s Suburban Gardens Subdivision, Section 73, a subdivision in Brazoria County, as recorded in Volume 2, Page 91 and 92 of the Plat Records of Brazoria County, Texas. The Property is more fully described and depicted in the proposed plat attached as Exhibit “A”, attached hereto.

1.02 Project Description. This Agreement is in regard to the subdivision of the Property, identified as 4.8484 acres of land, by the Developer. The Developer wishes to subdivide the property into two lots in order to create two lots conforming to current standards as shown on the attached proposed plat provided as Exhibit “A”.

1.03 The Property has been proposed to be platted as Villa Del Bello. To subdivide the land, the Property will require approval of a minor plat and compliance with the city’s subdivision ordinance. Section 62-42 (b)(4) of The City Code requires All necessary easements and/or public dedications (Del Bello Boulevard) are either existing or will be dedicated by the owner/subdivider. All such easements and/or public dedications must be of an acceptable width and configuration. The Developer has applied to vary these requirements for his property.

2. CITY APPROVAL

2.01 Pursuant to its authority under Section 62-5 of the city code, the city agrees to allow the Developer to vary the requirements of Section 62-42 (b)(4) of the city’s subdivision ordinance, with conditions.

2.02 Conditions: The required conditions are as follows:

1. A minimum 30 feet right-of-way dedication shall be shown on the proposed plat for the subject site;
2. A plat shall establish a minimum building setback of 55 feet measured from the southern extent of the 30 feet right-of-way dedication.
3. This subdivision variance will expire upon further subdivision of the subject site to create more than two lots; and
4. The subdivision variance will expire if the single-family residential use or zoning designation changes.

2.03 City shall record this agreement with the Brazoria County Clerk and evidence the agreement on a “plat note” on the plat of said Property. Developer shall be responsible for the cost of recordation.

3. DEVELOPER COVENANTS

3.01 The Developer agrees to following:

(i) Other than permits for the construction of one single-family structure and accessory residential structures on each lot, Developer agrees that the city shall not issue any other construction permit or approve any further plat/re-plat of the Property;

(ii) Developer agrees to begin construction of the single-family structure on each lot, and diligently pursue to completion, within two-years of city council approval;

(i) Developer agrees to pay the cost of recordation of this agreement within thirty (30) days of invoice by the city.

4. MISCELLANEOUS

- 4.01. Assignment. This Agreement evidencing said variance, with conditions, shall run with the land and shall bind and benefit the respective Parties and their legal successors in interest.
- 4.02. Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.
- 4.03. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party. Developer shall not be a third-party beneficiary to any contract the city has with any other party for the engineering, design, or construction of said improvements.
- 4.04. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.
- 4.05. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.
- 4.06. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.
- 4.07. Venue. This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.
- 4.08. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.
- 4.09. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above.

The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: City of Manvel
20031 Morris Avenue
Manvel, Texas 77578
ATTN:City Manager

If to Developer: Clark Travis F
9923 Hubble Dr
Iowa Colony, Texas 77583

and

Marco A Vital
2918 Gorom Ct.
Pearland, TX 77584

4.10 Remedies. In addition to any remedy provided by law, including but not limited to breach of contract, the Developer stipulates and agrees that, upon default by Developer, City may revoke/withhold issuance of a certificate of occupancy for the Property, and Developer agrees to hold City harmless for any liability from said revocation/fail to issue.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

Executed on this the _____ day of _____, 20 ____.

CITY OF MANVEL:

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

 This instrument was acknowledged before me on the ____ day of _____,
20__, by DAN DAVIS, as Mayor of the City of Manvel, Texas, on behalf of said City of
Manvel.

Notary, State of Texas

(NOTARY SEAL)

Clark Travis F:

By: _____
Name: Clark Travis F

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

 This instrument was acknowledged before me on the ____ day of _____,
20__, by _____, as property owner.

Notary, State of Texas

(NOTARY SEAL)

Marco A Vital:

By: _____
Name: Marco A Vital

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

 This instrument was acknowledged before me on the ____ day of _____,
20__, by _____, as property owner.

Notary, State of Texas

(NOTARY SEAL)

An approximate 5.0-acre tract situated in Section 73, in the H. T. & B. RR. Company Survey, Abstract 301, Brazoria County, Texas, being all of a tract of land conveyed unto Nancy Lee Stufflebeme by deed as recorded under County Clerk File No. 2012005980 of the Official Records of Brazoria County, Texas, being the East 1/2 of Lot 49, of Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision, Section 73, a subdivision in Brazoria County, as recorded in Volume 2, Page 91 and 92 of the Plat Records of Brazoria County, Texas.



SITE PICTURES (SUBDIVISION VARIANCE)



Picture of the subject site provide by applicant



Viewing west along Unimproved Del Bello Boulevard



Unimproved Del Bello Boulevard and Drainage ditch



Viewing west from Del Bello Boulevard and Pollard Drive intersection



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

SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Sponsorship Agreement") is entered into by and between **City of Manvel**, a Texas home-rule municipal corporation ("City") and **Waste Connections of Texas, LLC**, Both City and Waste Connections of Texas LLC., shall be referred to individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Waste Connections is in the business of providing solid waste services; and

WHEREAS, City and Waste Connections established have entered into a Solid Waste Franchise Agreement, dated June 1, 2019, pursuant to Ordinance No. 2014-O-01 ("Franchise Agreement") and amended on January 2, 2024 ; and

WHEREAS, Waste Connections foresees a long a fruitful partnership with the City of Manvel, and in connection therewith is willing to be a community partner in donating towards City events and related programs (Sponsored Event);

NOW THEREFORE, the Parties desire to enter into that certain Sponsorship Agreement subject to the terms and conditions set forth in this Sponsorship Agreement.

SECTION 1. OBLIGATIONS OF THE CITY

In consideration of this Sponsorship Agreement, the City agrees to promote, display, and market the Sponsor's business, logo, and/or materials on the City's website, at City-endorsed community events, and similar events in connection with promotion of the Sponsored Event. Any use of the Sponsor's logo must be coordinated with and approved by the appropriate Sponsor representatives to ensure that the most up-to-date information and logo are being used.

SECTION 2. TERM; DEFAULT AND TERMINATION

This Sponsorship Agreement shall run concurrent with franchise agreement and shall terminate upon termination of the Franchise Agreement. If the City fails to display the Sponsor's branding and/or advertising for any event(s) whereby Sponsor's contribution was utilized to fund such event, the Sponsor shall have the right to terminate this Sponsorship Agreement and seek reimbursement from the City for such contribution, after notice and a reasonable time to cure.

SECTION 3. SPONSORSHIP PAYMENT

As consideration for the rights granted to the Sponsor under this Sponsorship Agreement, the Sponsor shall pay the City thirty-five hundred dollars (\$3,500) ("Sponsorship Payment") each year the initial five (5) years of the Term to be used towards city Events.

The first Sponsorship Payment will be paid by Sponsor within 45-days following the execution of this Agreement ("Initial Sponsor Payment"). Each subsequent Sponsorship Payment shall be made by March 31st of the following calendar year ("Ongoing Sponsor Payments").

For the avoidance of doubt, following the Initial Sponsor Payment, the first Ongoing Sponsor Payment shall be due by March 31st, 2025. Each subsequent Ongoing Sponsor Payment shall be due by March 31st of following calendar years for the remaining term of the Agreement.

SECTION 5. INDEMNIFICATION

To the extent permitted by law, each Party will indemnify, defend, and hold harmless the other, its parent, subsidiary, and affiliated corporations and their respective directors, officers, employees, agents, successors, and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings, and costs and expenses, including reasonable attorney fees and costs of suit, arising out of any alleged or actual breach of this Agreement or the inaccuracy of any warranty or representation made by it or any act or omission by it in the performance of this Agreement or the purposes hereof.

Each Party will give the other prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in this Agreement. Upon the written request of an indemnitee, the indemnitor will assume the defense of any such claim, demand, action, or proceeding. The indemnitee shall also have the right to provide its own defense at its own expense, provided the indemnitee shall not settle any claim without the indemnitor's consent unless it is willing to release the indemnitor from its obligation of indemnity hereunder.

SECTION 6. FORCE MAJEURE

In situations in which Sponsor's obligations to tender Sponsorship Payment is delayed, cancelled or suspended due to the Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Sponsorship Agreement are waived.

SECTION 7. NOTICES

Notices to Sponsor for any marketing related information shall be sent by via certified mail or email (to the extent an email address is set forth below) as provided below:

Waste Connections of Texas LLC.,
Attn: Marla Richie
827 W. Hwy 6
Alvin, TX 77511
Email: marla.richie@wasteconnections.com

Notices to Sponsor for any legal related information shall be sent by via certified mail or email (to the extent an email address is set forth below) as provided below:

Waste Connections of Texas LLC.,
Attn: District Manager
827 W. Hwy 6
Alvin, TX 77511

Notices to the City shall be sent by via certified mail or email (to the extent an email address is set forth below) as provided below:

City of Manvel
PO Box 187
Manvel, TX 77578
Attn: City Secretary

SECTION 8. MISCELLANEOUS

Assignment. This Agreement shall bind and benefit the respective parties and their legal successors and the Agreement and any of the rights, interests, or obligations incurred herein, in part or as a whole, are assignable by either party only upon the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

Tax Liability. The Sponsorship Payment is intended to be a qualified sponsorship payment as defined in the Internal Revenue Code. Sponsor acknowledges that the issue of tax liability as a result of entering into this Agreement is an important concern to City.

Relationship to other Sponsors. The Sponsor acknowledges that City may arrange in the future for other sponsors under a similar Sponsorship Agreement. City agrees that, during the term of this Sponsorship Agreement, no other sponsor shall receive any benefit of greater value (including either an equivalent or a more prominent use of another sponsor's name, logo or other identifying information) than the benefits provided to the Sponsor hereunder, provided the other sponsor's level of contribution is the same or less than Sponsor's.

Representations and Warranties. Sponsor represents and warrants that the following statement is true and correct as of the initial date of this Agreement: Sponsor is a corporation or other legal entity duly organized, validly existing, and in good standing under the laws of its state of incorporation or organization and has the full right, power, and authority to enter into this Agreement.

Jurisdiction. This Sponsorship Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, and City consents to jurisdiction in the state and federal courts located in Manvel, Texas.

No Joint Venture. This Sponsorship Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between City and Sponsor.

Entire Agreement. This Agreement constitutes the entire agreement between Sponsor and City and will supersede any and all other agreements between the parties whether verbal or otherwise. Any amendment or modification of this Agreement must be in writing and signed by an authorized representative of both parties.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Sponsorship Agreement to be executed as of the date the last Party executes this Sponsorship Agreement below (the “Effective Date”).

CITY

WASTE CONNECTIONS OF TEXAS LLC.,

By:_____

Name: Dan Davis

Title: Mayor

Date Signed:_____

By:_____

Name:_____

Title:_____

Date Signed:_____

RESOLUTION NO. 2024-R-01

**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.**

* * * * *

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

Section 1. That certain “**FEE SCHEDULE – January 16, 2024,**” a true and correct copy of which is attached hereto as Exhibit “A,” and for all things is made a part of this Resolution, is hereby in all things adopted. The fees set forth in said Exhibit “A” shall be applicable beginning January 17, 2024.

Section 2. That certain “**FIRE PROTECTION AND PREVENTION – September 18, 2023**” fee schedule, a true and correct copy of which is attached hereto as Exhibit “B,” reflects no changes and for all things is made a part of this Resolution, is hereby in all things adopted.

Section 3. That certain “**UTILITY FEES – August 2, 2022,**” a true and correct copy of which is attached hereto as Exhibit “C,” reflects no changes and for all things is made a part of this Resolution, is hereby in all things adopted.

Section 4. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

RESOLVED, this the _____, day of _____, 2024.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

CITY OF MANVEL

FEE SCHEDULE JANUARY 16, 2024

RESOLUTION 2024-R-01

"Certain Manvel Residents" are defined as individuals who are seeking construction of a single-family residential structure that the resident intends to occupy as his/her residence. [Ordinance No. 2023-O-05 Proposition B]"

ZONING

OCCUPANCY PERMITS, NON-RESIDENTIAL	
CHANGE OF USE / TENANCY	\$150.00
REGISTRATION FOR NEWLY ANNEXED BUSINESSES	\$0
TEMPORARY BUSINESS PERMITS	\$50.00
INTERPRETATION FROM ZONING OFFICIAL	\$50.00
RE-ZONING APPLICATION	\$1,800.00
SPECIFIC USE PERMIT FEE	\$1,500.00
APPEAL TO THE ZONING BOARD OF ADJUSTMENTS	\$750.00
APPEAL TO THE ZONING BOARD OF ADJUSTMENTS – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00
PLANNED UNIT DEVELOPMENT (PUD)	
PUBLIC NOTICE FEE	\$150.00
SMALL PUD	\$4,000.00
MEDIUM PUD	\$4,000.00 plus \$40.00/acre
LARGE PUD (LESS THAN 1,000 ACRES OR GREATER)	\$10,000.00 plus \$30.00/acre
LARGE PUD (GREATER THAN 1,000 ACRES)	\$20,000.00 plus \$20.00/acre
PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT	\$500.00

PLATS

PRELIMINARY PLAT	\$750.00
	+ \$10/lot and \$15/acre or fraction in reserves
PRELIMINARY PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00
FINAL PLAT	\$750.00
	+ \$25 / LOT and \$15/acre or fraction in reserves
FINAL PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00
MASTER PLAN	
50 ACRES TO 100 ACRES	\$1,000.00
101 ACRES OR MORE	\$2,000.00
REPLATTING CHARGES WHEN A PUBLIC HEARING IS HELD	
WITH NOTIFICATION	Advertising Fee \$75.00
	Per Mailing Notification Fee \$1.00
WITHOUT NOTIFICATION	\$75.00
REPLATTING CHARGES WITH A PUBLIC HEARING IS HELD – CERTAIN MANVEL RESIDENTS (**PROP B)	
WITH NOTIFICATION	Advertising Fee \$0.00
	Per Mailing Notification Fee \$0.00
WITHOUT NOTIFICATION	\$0.00

DEVELOPMENT PLAT	\$750.00	PLUS \$15/ACRE
DEVELOPMENT PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	
MINOR PLAT OR AMENDING PLAT	\$500.00	
MINOR PLAT OR AMENDING PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	
PLAT EXTENSION (6 MONTHS)	NO CHARGE	
RECORDING FEES WITH BRAZORIA COUNTY - ACTUAL COST OF RECORDING, PLUS	\$30.00	
PLAT RE-SUBMITTAL	\$200.00 each	
PLAT RE-SUBMITTAL – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00 each	
VARIANCE TO THE SUBDIVISION ORDINANCE	\$500.00	
VARIANCE TO THE SUBDIVISION ORDINANCE – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	
MODIFICATION TO THE DESIGN CRITERIA MANUAL	\$200.00	
MODIFICATION TO THE DESIGN CRITERIA MANUAL – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	

ENGINEERING

PLAN REVIEW, STREETS, UTILITIES, PUBLIC SYSTEMS, ETC.	
\$500.00 base plus \$50.00 per document page larger than legal size sheets	
RESUBMITTALS FOR PLAN REVIEW, STREETS, UTILITIES, PUBLIC SYSTEMS (After second submittal) \$250.00 base plus \$10.00 per document page	
PLAN REVIEW FOR BINDERS (every ten (10) sheets equal 1 document page)	
\$500.00 base plus \$5.00 per legal size or smaller sheets	
CIVIL SITE IMPROVEMENTS, STREETS, UTILITIES, PUBLIC SYSTEMS, ETC.	
\$1,000.00 flat fee for projects up to and including \$100,000.00.	
Over \$100,000.00- \$1,000.00 plus \$8.00 for each thousand over \$100,000.00	
RE-CHECK FEE or VERIFICATION OF CORRECTIONS	\$250.00

ENVIRONMENTAL HEALTH

Onsite Septic System permits	
Residential	\$250.00
Commercial	\$410.00
On site evaluation	\$50.00
(This will be an inspection to make sure a septic system is working properly)	

BUILDING - ALL PERMITS EXPIRE AT 180 DAYS UNLESS NOTED OTHERWISE

CONSTRUCTION PERMITS RESIDENTIAL AND COMMERCIAL

Minimum permit fee \$50.00
Commercial Construction Permit Application Fee (values greater than \$10,000) \$50.00
\$15.00 for the first \$1,000.00 of construction value plus;
\$5.00 per thousand, up to and including \$50,000.00
\$260 for the first \$50,000.00 plus \$4 per additional thousand
\$460 for the first \$100,000.00 plus \$3 per additional thousand
\$1,660 for the first \$500,000.00 plus \$2 per additional thousand

Residential Construction Permit Application Fee \$0.40/sq. ft.

\$70.00 FOR DETACHED GARAGES OR NATIONALLY RECOGNIZED COST ESTIMATING BOOK

PLAN REVIEW FEE ½ OF THE BUILDING PERMIT FEE

RESIDENTIAL STREAMLINE PERMITS FEE FOR ELECTRICAL, PLUMBING AND HVAC; FEE
WILL BE A MINIMUM OF 25 % OF THE BUILDING PERMIT FEE FOR EACH CATEGORY

REVIEW FOR ELEVATION CERTIFICATES INCLUDED IN NEW CONSTRUCTION PERMIT (3
TOTAL (at start, at pre-pour and final) PER CERTIFICATE \$50.00

REVIEW FOR ELEVATION CERTIFICATES NOT INCLUDED IN NEW CONSTRUCTION
PER CERTIFICATE \$65.00

MANUFACTURED AND MODULER HOMES \$0.30/sq. ft.

IMPACT FEES: (2021-R-26)

Meter Size	Meter Type	Service Unit Equivalent	Impact Fees		
			Water	Wastewater	Total
3/4"	Displacement	1.0	\$2,441	\$7,107	\$9,548
1"	Displacement	1.6	\$3,906	\$11,371	\$15,277
1-1/2"	Turbine	4.0	\$9,766	\$28,428	\$38,194
2"	Turbine	6.4	\$15,625	\$45,484	\$61,109
3"	Displacement	12.8	\$31,251	\$90,969	\$122,220
4"	Displacement	20.0	\$48,830	\$142,140	\$190,970
6"	Displacement	40.0	\$97,660	\$284,280	\$381,940
8"	Displacement	64.0	\$156,256	\$454,848	\$611,104
10"	Displacement	92.0	\$224,618	\$653,844	\$878,462

****CARPORTS** (see below), POLE BARNs, SHEDS, ELEVATED DECKS 30" OR HIGHER, ETC...
(NON-LIVING AREAS OVER 200 SQ FEET – OUTSIDE THE FLOOD ZONE)

(CARPORTS – metal pre-fab structure, open on all four sides, 400 sq. feet or less over parking area,
does NOT require a permit)**

MINIMUM \$50.00
Plus Plan Review (if required)

ADDITIONALLY, CARPORTS (DETACHED) OF AREA LESS THAN 600 SQUARE FEET ARE STILL REQUIRED TO BE PERMITTED, BUT ARE EXEMPT FROM THE PAYMENT OF THE PERMIT FEE, WITH THE FOLLOWING CONDITIONS: (SEE ORDINANCE 2016-O-05)

1) Less than 600 square feet in area; 2) Enclosed on no more than 2 sides; 3) Unfinished on the interior; 4) No utilities connected to the structure; 5) Can be used only for parking and limited storage and not used for habitation (no working, sleeping, living, cooking, or restroom areas); 6) Must be detached from residential structure; 7) Must be firmly anchored to prevent floatation, collapse, and lateral movement; 8) Must abide by the same setbacks as required by zoning on the property; 9) No elevation certificate is required; and 10) A site drawing (can be hand drawn) is required to show where the structure will be located.

FEE

No Cost

ELECTRICAL AND PLUMBING PERMITS PULLED SEPARATELY, THE BASE FEE IS APPLIED, PLUS ANY ADDITIONAL COST ITEMS LISTED ON THE APPLICATION.

PLUMBING PERMITS	BASE FEE	REPAIRS	\$100.00
		RESIDENTIAL (New & Add-Ons)	\$150.00
		COMMERCIAL (New & Add-Ons)	\$200.00
ELECTRICAL PERMITS	BASE FEE	REPAIRS	\$100.00
		RESIDENTIAL (New & Add-Ons)	\$150.00
		COMMERCIAL (New & Add-Ons)	\$200.00
MECHANICAL PERMITS	BASE FEE	REPAIRS	\$100.00
		RESIDENTIAL (New & Add-Ons)	\$150.00
		COMMERCIAL (New & Add-Ons)	\$200.00
RENEWAL BUILDING PERMITS		RESIDENTIAL INDIVIDUAL PERMIT	\$150.00
		NEW HOME PERMIT (4 PERMITS IN ONE)	\$300.00
		COMMERCIAL PERMIT	\$300.00
RE-INSPECTION FEES FOR FAILED WITH PENALTY (PAYABLE IN ADVANCE)			
		RESIDENTIAL	\$50.00
		COMMERCIAL	\$100.00

PERMITS	Residential/ General Fee	Commercial	Notes
Culvert (Per Crossing)	\$100.00	\$100.00	
Demolition permits	\$50.00	\$50.00	
Display permits (per unit)	\$50.00		Annual renewal from date of issue. Inspections done on anchoring and location of display. Electrical permits pulled separately
Driveways	\$100.00	\$150.00	
Driveways (TXDOT)		\$500.00	Commercial properties fronting on a State maintained road
Development Permit (in Floodplain)	No Charge		Property located in a floodplain or property not in a floodplain that has reached 20 loads with approved permit.
Development Permit (outside Floodplain)	No Charge		Property outside the floodplain up to 20 loads
Fence	\$25.00	\$25.00	
Irrigation (Base)	\$140.00	\$200.00	

Pond permits	\$50.00	N/A	
Sign Permits	\$100.00		
Review fee	\$50.00		
Sign Permit – Misc.	\$-0-	N/A	Political and non-profit signs
Swimming Pool (Based on value of Pool)			Electrical and plumbing can be included in one permit, fee is based on a minimum of 25 % of the permit fee
Water Wells	\$50		

ANNUAL PERMITS

EXPIRE ON DEC. 31ST EACH YEAR

	<u>FEE</u>	<u>NOTES</u>
Ambulance Provider License	\$500.00	
EMS Vehicle (per Ambulance Charge)	\$100.00	
Beer and Wine		not to exceed ½ of TABC license fee
Burn (Residential)	\$15.00	
<u>Manufactured Home Community</u>		
Annual Fee	\$100.00	
Plus per space fee	\$5.00	
<u>Pet Registration** (Police Dept.)</u>		**The pet licenses expire one year from the <u>date of issue.</u>
If spayed or neutered	\$5.00	
without proof not spayed or neutered	\$10.00	
Pet impound fee (first day)	\$30.00	
Each additional day impound	\$5.00	
<u>ROW</u> (Ordinance 2011-O-22)		
Use of public right-of-way or City property Right-of way crossing		
Right-of way, first year per rod	\$1,000.00	(per crossing per year)
Annual renewal, per rod	\$21.00	
	\$7.50	
<u>RV Park License</u>		
Annual fee	\$100.00	
Plus per space fee	\$5.00	
<u>Solicitor Permit</u>		
30 day renewal, passport picture required	\$50.00	First Person
	\$25.00	Additional Person
Storage Facility	\$250.00	
Wrecker Permits - Per wrecker charge	\$100.00	
Hotel Operation License*	\$100.00	

*annual permit expires per adopted ordinance

Coin Operated Machine Tax	\$50.00	per Machine
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Health Inspections/Permits

Mobile Food Unit	\$200.00	per Unit
Food Establishment – Small (< 1,000 sf.)	\$200.00	Bi-Annual Site Inspection
Food Establishment – Medium (1,001-10,000 sf.)	\$400.00	Bi-Annual Site Inspection
Food Establishment – Large (>10,000 sf.)	\$600.00	Bi-Annual Site Inspection
Non-Profit Organizations*	\$100.00	Bi-Annual Site Inspection
Day Care Center	\$150.00	Bi-Annual Site Inspection
Group Residence (institution)	\$150.00	Bi-Annual Site Inspection
Ownership Change Food Establishment		
Small (full year July 1 st to December 31 st)	\$200.00	Site Inspection
Medium (full year July 1 st to December 31 st)	\$400.00	Site Inspection
Large (full year July 1 st to December 31 st)	\$600.00	Site Inspection
Small (6 months – January 1 st to June 30 th)	\$100.00	Site Inspection
Medium (6 months – January 1 st to June 30 th)	\$200.00	Site Inspection
Large (6 months – January 1 st to June 30 th)	\$300.00	Site Inspection
Non-Profit Organizations (full year July 1 st to December 31 st)	\$100.00	Site Inspection
Non-Profit Organizations (6 months – January 1 st to June 30 th)	\$50.00	Site Inspection
Day Care Center (full year July 1 st to December 31 st)	\$150.00	Site Inspection
Day Care Center (6 months – January 1 st to June 30 th)	\$75.00	Site Inspection
Group Residence (full year July 1 st to December 31 st)	\$150.00	Site Inspection
Group Residence (6 months – January 1 st to June 30 th)	\$75.00	Site Inspection
Temporary Food Establishment	\$50.00	Site Inspection
Re-Inspections	\$150.00	Re-Inspection
Owner Initiated Inspection	\$150.00	Re-Inspection

*supporting documentation required

SPECIAL EVENT PERMIT

Type A Special Event	\$100.00 per event
Type B Special Event	\$50.00 per event
Type C Special Event (Recurring Activity)	\$25.00 per event

FRANCHISE FEES (Pipeline Ordinance 2011-O-22)

Pipeline Registration Fee	\$100.00
Deposit	\$5,000.00
Franchise Administrative Application fee	\$500.00
City Inspection Fee	\$150.00 / HR

FRANCHISE FEES (Solid Waste Ordinance 2024-O-04)

Roll-Off Registration	\$15% (of gross receipts collected)
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RENTAL REGISTRATION AND INSPECTIONS (Rental Ordinance 2013-O-06)

Annual Rental Permit Fee	\$50.00 per unit
Initial inspection, re-inspection	no charge
All subsequent re-inspections	\$250.00
Untimely registration fee from 10/1/2013	
Within 30 days after date set in section 17-426	\$300.00
after 30 th day before 60 th day set in section 17-426	\$375.00
after 60 th day set in section 17-426	\$450.00
Failure to register mandatory inspection fee	\$500.00
(includes initial inspection and one re-inspection)	
Additional Re-Inspections	\$250.00

SMALL CELL WIRELESS FACILITIES (Ordinance 2017-O-30) Application Fee

<u>Network Node</u>	<u>Fee</u>
Fee per application for up to 5 network nodes	\$500.00
Additional network nodes (up to 30 per application) support pole	\$250.00
Node support pole (per application for each pole)	\$1,000.00

Transport Facility

Fee per application	\$500.00	1-5 network nodes
Additional network nodes	\$250.00	1-30 additional nodes

Annual Small Cell Wireless Facilities Fee (Ordinance 2017-O-30)

Network node per network site support pole	\$250.00	
No separate rate from the network node annual fee (each support pole should have a network node attached) Transport facility per app.	\$28.00/monthly	(for each network node site, unless an equal or greater amount is paid to the City Under chapter 283, Tex. Loc. Gov. Code or Chapter 66, Tx. Util. Code)

ALARMS (PERMITTED THROUGH THE MANVEL POLICE DEPARTMENT)**Burglar and Fire Alarm Systems (expire on December 31st each year)**

Residential Permit	\$50.00 annually	<i>*change of resident will require a new permit</i>
	Pro-Rated Residential Alarm Permit	
	\$50.00 from January 1 st to March 31 st	
	\$25.00 from April 1 st to September 30 th	
	\$12.50 from October 1 st to December 31 st plus annual fee	
Commercial Permit	\$100.00 annually	<i>*change of occupancy will require a new permit</i>
	Pro-Rated Commercial Alarm Permit	
	\$100.00 from January 1 st to March 31 st	
	\$50.00 from April 1 st to September 30 th	
	\$25.00 from October 1 st to December 31 st plus annual fee	

False Alarms

Burglar	\$50.00	Fee charged for more than 3 false alarms but fewer than 6 within 12 month period
	\$75.00	Fee charged for more than 5 false alarms but fewer than 8 within 12 month period
	\$100.00	Fee charged for 8 or more false alarms within 12 month period
Fire	\$50.00	Fee charged for more than 3 false alarms but fewer than 6 within 12 month period
	\$75.00	Fee charged for more than 5 false alarms but fewer than 8 within 12 month period
	\$100.00	Fee charged for 8 or more false alarms within 12 month period

Fee taken upon submittal of Burglar and Fire Alarm Systems Permit for Residential and Commercial Business

Fee taken upon submittal of Burglar and Fire Alarm Systems Permit for Residential and Commercial Business

Fingerprint Fee

Resident	\$5.00
Non-Resident	\$10.00

CITY OF MANVEL PAYMENT OPTIONS AND CREDIT CARD PROCESSING FEES

Municipal Court (Cash and Credit Cards – No checks accepted)

In person - Credit Card Convenience Fee	3.5 % of total transaction.
On line Credit Card Convenience Fee	\$6.50
Night Court payment paid through Square Incorporated	\$3.00 per \$100.00

Permit Department (Cash, credit cards and checks accepted)

Credit Card Convenience Fee	3.25% of total transaction
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Police Department

Court payment paid thru Square Incorporated	\$3.00 per \$100.00
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Utility payments (Cash, check and on-line through TX eCommerce)

Fire Safety and Prevention
Resolution 2023-R-24
Exhibit B - September 18, 2023

Permit Type	Additional Information	Fee
Certificate of Occupancy (Change of Occupancy)	Fire Final Inspection	\$150.00
Open Burning		
Commercial (Trench burn Only)	Site Inspection	\$200.00
Residential	Site Inspection	\$15.00
Fire Inspections		
Construction Site Offices/Trailers/Containers.(Inspection required)	One Time Service	\$150.00
Construction Site Fuel Tanks (Inspection required)	One Time Service per tank	\$100.00
Fireworks Display/Show	Per Site	\$1,000.00
All Fire Plans Review Fees		
Fire Sprinkler System		
Plans Review Fee	50% of total Permit Cost	
Number of Sprinkler Head	per Sprinkler Head	\$5.00
Number of Tamper Devices	per Tamper Divide	\$5.00
Number of Flow Devices	per Flow Device	\$5.00
Jockey Pump		\$50.00
Fire Pump Acceptance Test		\$100.00
Fire Pump Acceptance Test (Re-Test)		\$150.00
Number of Hose Valves	per Hose Valve	\$10.00
Combined Sprinkler and Standpipe	per Combined Sprinkler & Standpipe	\$50.00
Hydrostatic Test	Fee will be charged for each test	\$100.00
Fire Service Underground Main, Fire/Private Hydrants/Storage Tanks		
Plans Review Fee	50% of total Permit Cost	
Fire Service Underground Main		\$100.00
Storage Tanks		\$150.00
Hydrant	per Hydrant	\$50.00
Hydrostatic Test	Fee will be charged for each test	\$100.00
Re-Test Fee		\$175.00
Fixed Suppression System (Commercial Cooking Hood, Spray Booth or Room)		
Plans Review Fee	50% of total Permit Cost	
Automatic Fire-Extinguishing Systems	Fixed Systems	\$150.00
Number of Nozzles	Plus Additional Per Head 2.00	\$5.00
Number of Audio/Visual Devices		\$5.00
System Test		\$100.00
Re-Test Fee		\$175.00

Fire Safety and Prevention
Resolution 2023-R-24
Exhibit B - September 18, 2023

Permit Type	Additional Information	Fee
Fire Alarm and Detection System		
Plans Review Fee	50% of total Permit Cost	
Number of Smoke Detectors	per Device	\$5.00
Number of Duct Detectors	per Device	\$5.00
Number of Heat Activated Devices	per Device	\$5.00
Number of Manual Pull Devices	Per Device	\$5.00
Number of Releasing Devices	per Device	\$5.00
Number of Audio/Visual Devices	per Device	\$5.00
Number of Additional Devices (i.e., Relay/Modules, etc.)	per Device	\$5.00
Remote Annunciator	Each	\$50.00
Emergency Public Address	per Floor	\$50.00
(For first 10 floors and \$5.00 per floor thereafter)	per Floor	\$5.00
Re-Test Fee		\$175.00
Emergency Responder Radio Communications Systems (ERRCS)		
Plan Review Fee	50% of total Permit Cost	
System Test		\$100.00
Re-Test Fee		\$175.00
Flammable and Combustible Liquids		
Plans Review Fee	50% of total Permit Cost	
Pipeline		\$600.00
Aboveground Storage Tank Install		\$250.00
Aboveground Storage Tank Repair and/or Removal		\$100.00
Underground Storage Tank Install		\$400.00
Underground Storage Tank Repair and/or Removal		\$100.00
Construction Site Fuel Tank (Inspection Required)	One Time Service per Tank	\$100.00
Re-Test Fee		\$175.00
Oil/Gas Well Drilling	Construction Site	\$1,000.00
Oil/Gas Well Workover/Recompletions	Construction Site	\$500.00
Hazardous Materials	Storage	\$200.00
LP-Gas	Storage	\$100.00
Compressed Gas, Hazardous Material and Industrial Ovens		
Plans Review Fee	50% of total Permit Cost	
Compressed Gas	per System	\$150.00
Hazardous Material		\$450.00
Industrial Ovens		\$200.00
Re-Test Fee		\$175.00
Temporary Booth, Membrane Structures and Tents		
Plans Review Fee	50% of total Permit Cost	

Fire Safety and Prevention
Resolution 2023-R-24
Exhibit B - September 18, 2023

Permit Type	Additional Information	Fee
Temporary Membrane Structures		\$250.00
Tent and Canopy 201 to 300 square feet		\$50.00
Tent and Canopy 301 to 600 square feet		\$75.00
Tent and Canopy 601 to 1,000 square feet		\$100.00
Tent and Canopy over 1,001 square feet		\$150.00
Annual Fire Inspections		
Commercial/Public	Initial Inspection	No Fee
Commercial/Public	1st Re-Inspection	No Fee
Commercial/Public	2nd Re-Inspection	\$100.00
Commercial/Public	3rd Re-Inspection	\$200.00
Foster Home	Licensed 1-3	\$25.00
Foster Home	Licensed 3 or more	\$50.00
Group Home	Licensed 1-6	\$50.00
Group Home	Licensed 7-12	\$100.00
Multi-Family Residences/Hotels/Motels	3-20 Dwelling Units	\$200.00
Multi-Family Residences/Hotels/Motels	21 or more Dwelling Units	\$350.00
Hospitals/Nursing Homes Providing 24-Hour Care	Licensed 1-99 Beds	\$300.00
Hospitals/Nursing Homes Providing 24-Hour Care	Licensed 100-199 Beds	\$400.00
Hospitals/Nursing Homes Providing 24-Hour Care	Licensed 200 or more Beds	\$500.00
Other 24-Hour Care Facilities	Licensed for 1-3 Occupants	\$100.00
Other 24-Hour Care Facilities	Licensed for 4-16 Occupants	\$175.00
Other 24-Hour Care Facilities	Licensed for 17-25 Occupants	\$250.00
Other 24-Hour Care Facilities	Licensed for 26 or more Occupants	\$325.00
Required Operational Permits	Annual from Month of Issuance	
Aerosol Products		\$150.00
Amusement Building		\$75.00
Aviation Facilities		\$450.00
Carnivals and Fairs		\$500.00
Battery Systems		\$150.00
Cellulose Nitrate Film		\$500.00
Combustible Dust-Producing Operations		\$500.00
Combustible Fibers		\$150.00
Compressed Gases		\$150.00
Covered Mall Building		\$450.00
Cryogenic Fluids		\$150.00
Cutting and Welding		\$50.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	1-50 Children	\$75.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	50-99 Children	\$100.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	100-149 Children	\$125.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	150 or more Children	\$150.00

Fire Safety and Prevention
Resolution 2023-R-24
Exhibit B - September 18, 2023

Permit Type	Additional Information	Fee
Dry Cleaning Plants		\$150.00
Exhibits and Trade Shows		\$75.00
Explosives		\$500.00
Flammable and Combustible Liquids (includes Aboveground and Underground Storage Tanks)		\$150.00
Floor Finishing		\$50.00
Fruit and Crop Ripening		\$50.00
Fumigation and Thermal Insecticide Fogging		\$100.00
Hazardous Materials		\$450.00
Hazardous Production Materials Facilities		\$450.00
High-Piled Storage		\$300.00
Hot Work Operations		\$100.00
Industrial Ovens		\$250.00
Lumber Yards and Woodworking Plants		\$250.00
Liquid/Gas-Fueled Vehicles/Equipment in Assembly Building		\$100.00
LP Gas		\$200.00
Magnesium		\$250.00
Miscellaneous Combustible Storage		\$150.00
Motor Fuel-Dispensing Facilities		\$150.00
Open Burning	see Open Burning Category	--
Organic Coatings		\$150.00
Assembly A	Occupant Load 50-300	\$100.00
Assembly B	Occupant Load 301-1,000	\$150.00
Assembly C	Occupant Load Over 1,000	\$200.00
Private Fire Hydrants		\$50.00
Pyrotechnic Special Effects Material		\$150.00
Pyroxylin Plastics		\$250.00
Refrigeration Equipment		\$150.00
Repair Garages and Motor Fuel-Dispensing Facilities		\$150.00
Rooftop Heliports		\$100.00
Spraying or Dipping		\$100.00
Storage of Scrap Tires and Tire Byproducts		\$350.00
Tire Rebuilding Plants		\$500.00
Waste Handling		\$150.00
Wood Products		\$150.00
Double Permit Fee		
If it is determined by the Fire Code Official that an activity, condition, or occupancy requiring		
a permit exists and no permit has been issued, the Fire Code Official may impose a double		
permit fee.		
<i>If a New Installation, Renovation/Addition to Existing System, or Repair is completed without</i>		
<i>an approved permit, then double fees shall be added to the permit fee total.</i>		

Utility Fees - Resolution 2023-R-04
Resolution 2022-R-10 (Aug 2, 2022)
Exhibit C

Tap and Inspection Fees (Sec. 71-2)		
Water Connection Fee Schedule	Meter size	Cost
Single-Family Residential	3/4"	\$550 plus 1/2 cost of any required bore
	>3/4"	\$750 plus 1/2 cost of any required bore
Sewer Connection Fee Schedule	Fee Type	Cost
Single-Family Residential	Connection Fee	\$750 plus 1/2 cost of any required bore
Multi-family Residential and Non-Residential	Connection Fee	Based on individual needs of the facility based on engineering requirements
Temporary Construction & Bulk Water Meters	Fee Type	Cost
Temporary meter & use of a fire hydrant wrench	Installation Fee	\$50
	Deposit	\$750
Bulk Water	Water Meter Base Charge	\$100
	Rate per 1,000 gallons	\$10/per 1,000 gallons of water used
Pre-facility Inspection	Inspection Fee	\$25
	Reinspection Fee	\$25
Grease Trap Inspections	Inspection Fee	\$35
	Reinspection Fee	\$40
Sewer and Water Complaints	If on consumer-side	\$40 per hour time required for inspection
Swimming Pool Inspections (Sec.71-6)	Fee Type	Cost
	Inspection Fee	\$40
Plumbing (Sec. 71-7)	Fee Type	Cost
Backflow Prevention Assemblies	Testing and Certification	\$75
Customer Service Inspections	Single-Family Residential Users	\$100
	Other Users	Determined on an individual basis
Final Plumbing Inspection	Single-Family Residential Users	\$50
	Other Users	Determined on an individual basis
Late Payments (Sec. 71-8)	Fee Type	Cost
	Certified Delinquent Letter Fee	\$10 for each notice of termination
Termination & Reconnection of Service (Sec. 71-9)	Fee Type	Cost
Reconnection	Reconnection Fee	\$50 plus \$75 security deposit, less prior security deposit on file
Vacation	Temporary Suspension & Reconn	\$50 for meter pull and \$50 for reconnection
Returned Checks (Sec. 71-10)	Fee Type	Cost
	Returned check fee added to bill	\$25
New Account Fee (Sec. 71-11)	Fee Type	Cost
	New Account Setup Fee	\$20 (nonrefundable)
Security Deposits (Sec. 71-12)	Fee Type	Cost
Residential Owner	Security Deposit	\$75
Residential Renter	Security Deposit	\$200
Commercial - 1" meter or smaller	Security Deposit	\$200
Commercial - 2" meter or larger	Security Deposit	\$400
Temporary Construction Meter	Security Deposit	\$750
Bulk Water Purchase (Residential)	Security Deposit	\$1,000
Bulk Water Purchase (Commercial/Pipeline)	Security Deposit	\$5,000
Builder Deposits	Security Deposit	\$500 at time a request for each initial water tap is made

Utility Fees - Resolution 2023-R-04
Resolution 2022-R-10 (Aug 2, 2022)
Exhibit C

*** Separate from fee schedule ***		
Water and Sewer Rates adopted by Ordinance 2023-O-34 (Adopted 10/02/2023)		
*Water Rates (Monthly) (Sec. 71-4)	Gallons	Cost
Single-Family Residential Users	First 2,000 gallons	\$32.59 (Minimum)
	All over 2,000 gallons	\$3.34 per 1,000 gallons
Commercial Users	First 2,000 gallons	\$39.11 (Minimum)
	All over 2,000 gallons	\$3.34 per 1,000 gallons
*Sewer Rates (Sec. 71-5)	Gallons	Cost
Single-Family Residential Users	First 2,000 gallons	\$39.11 (Minimum)
	All over 2,000 gallons	\$3.34 per 1,000 gallons
Multi-Family Residential Users	First 2,000 gallons	\$39.11 (Minimum)
	All over 2,000 gallons	\$3.34 per 1,000 gallons
Commercial Users	First 2,000 gallons	\$45.63 (Minimum)
	All over 2,000 gallons	\$3.34 per 1,000 gallons

ORDINANCE NO. 2024-O-07

AN ORDINANCE AMENDING ORDINANCE NO. 2023-O-32 AMENDING THE CITY FISCAL YEAR 2024 BUDGET ENDING SEPTEMBER 30, 2024, BY AMENDING THE UTILITY FUND BUDGET TO ACCOUNT FOR THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT RENEWAL APPLICATION FOR THE EXISTING WASTEWATER TREATMENT PLANT LOCATED 0.44 MILES NW OF THE INTERSECTION OF SH 6 AND SH 288 (MANVEL TOWN CENTER). 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, 2023-O-41, and 2024-O-04 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 Utility Fund budget amendment is needed to account for the Texas Pollutant Discharge Elimination System permit renewal application for the existing wastewater treatment plant located 0.44 miles northwest of the intersection of State Highway 6 and State Highway 288 in Brazoria County, Texas; 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
40.09.4999	Transfer in -Fund Balance	\$0	\$30,000		\$30,000
40.56.5729	Permits & Assessments	\$0	\$30,000		\$30,000

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

From: [Dan Johnson](#)
To: [Tammy Bell](#)
Subject: FW: MUD 42 Interlocal agreement for reimbursement of the renewal of the permit costs
Date: Thursday, January 11, 2024 6:00:33 PM
Attachments: [image001.png](#)
[image003.png](#)

For the Council packet...

Daniel S. Johnson, P.E., CFM

City Manager
20025 Highway 6
Manvel, Texas 77578
(832) 336-4049

www.cityofmanvel.com



From: JoBeth Prochaska <jprochaska@weitzmangroup.com>
Sent: Thursday, January 11, 2024 2:29 PM
To: Ray Word <ray.word@cityofmanvel.com>
Cc: Dan Johnson <dan.johnson@cityofmanvel.com>; Robbie Hall <rhall@cityofmanvel.com>
Subject: RE: MUD 42 Interlocal agreement for reimbursement of the renewal of the permit costs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I have no budget item for this to even draw from, and I am significantly over budget at this time. The intent was to dedicate the plants within days of council acceptance.

As we discussed, the cost is \$30,000 if you are advertising locally.

JoBeth Prochaska

Senior Vice President - Development | Asset Management



713 781 7111

1800 Bering, Suite 550
Houston, Texas 77057

[website](#) | [vCard](#) | [linkedin](#) | [facebook](#) | [twitter](#)

From: Ray Word <ray.word@cityofmanvel.com>
Sent: Thursday, January 11, 2024 2:09 PM
To: JoBeth Prochaska <jprochaska@weitzmangroup.com>
Cc: Dan Johnson <dan.johnson@cityofmanvel.com>; Robbie Hall <rhall@cityofmanvel.com>
Subject: FW: MUD 42 Interlocal agreement for reimbursement of the renewal of the permit costs

Good evening JoBeth.

Would Mud 42 be interested in the proposal that Dan has requested below in RED.

It makes sense seeing that we do not own the property and as Dan has stated, we haven't operated the plant for five years.

Actually we haven't operated for four months!!!!!!

Thanks in advance

Ray Word, CWP

Public Works Superintendent

20025 Highway 6

Manvel, Texas 77578

(281) 734-4401

Ray.word@cityofmanvel.com

PSLAM 145:18 THE LORD IS NEAR TO ALL WHO CALL ON HIM TO ALL WHO CALL ON HIM IN TRUTH.

From: Dan Johnson <dan.johnson@cityofmanvel.com>
Sent: Thursday, January 11, 2024 11:55 AM
To: Bobby Gervais <bgervais@cityofmanvel.com>; Tammy Bell <tbell@cityofmanvel.com>; Rosa Donaire <Rosa.Donaire@cityofmanvel.com>
Cc: Ray Word <ray.word@cityofmanvel.com>; Robbie Hall <rhall@cityofmanvel.com>; Adewale Taiwo <Adewale.Taiwo@cityofmanvel.com>
Subject: RE: MUD 42 Interlocal agreement for reimbursement of the renewal of the permit costs

Would they entertain a cost-share on this?
I.e. They pay \$20,000 and we pay \$20,000.

Neither one of us budgeted for the 5-year permit renewal for a brand new plant that hasn't been on the ground for 5-years...
So this way, we would both bear a bit of that burden.

Daniel S. Johnson, P.E., CFM

City Manager
20025 Highway 6
Manvel, Texas 77578
(832) 336-4049

www.cityofmanvel.com



From: Bobby Gervais <bgervais@cityofmanvel.com>
Sent: Wednesday, January 10, 2024 2:08 PM
To: Dan Johnson <dan.johnson@cityofmanvel.com>; Tammy Bell <tbell@cityofmanvel.com>; Rosa Donaire <Rosa.Donaire@cityofmanvel.com>
Cc: Jessica Rodriguez <jrodriguez@cityofmanvel.com>; Ray Word <ray.word@cityofmanvel.com>; Robbie Hall <rhall@cityofmanvel.com>; Adewale Taiwo <Adewale.Taiwo@cityofmanvel.com>
Subject: RE: MUD 42 Interlocal agreement for reimbursement of the renewal of the permit costs

Tammy,

Rosie, If it is not budgeted, we would need a budget amendment on for Tuesday as well I presume, before we could enter into the obligation to reimburse them.

Bobby

From: JoBeth Prochaska <jprochaska@weitzmangroup.com>
Sent: Monday, January 8, 2024 3:59 PM
To: Ray Word <ray.word@cityofmanvel.com>; Bobby Gervais <bgervais@cityofmanvel.com>
Cc: Nick Bailey (nbailey@bgeinc.com) <nbailey@bgeinc.com>; Bill Bloomfield <bbloomfield@weitzmangroup.com>; Steve Chandler <schandler@weitzmangroup.com>; Dan Johnson <dan.johnson@cityofmanvel.com>
Subject: MUD agreement

Hi Ray and Bobby- I understand you will send me a draft reimbursement agreement to the permit renewal. Can you send this at your earliest convenience?

We will need to have a tight timeline to be reimbursed as the MUD doesn't have the funds right now and if we use tax income it will offset other operating expenses.

Thanks-

JoBeth Prochaska

Senior Vice President - Development | Asset Management



713 781 7111

1800 Bering, Suite 550
Houston, Texas 77057

[website](#) | [vCard](#) | [linkedin](#) | [facebook](#) | [twitter](#)



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October 10, 2023

City of Manvel
Attn: Dan Johnson, P.E.
20031 Highway 6
Manvel, Texas 77578

Re: Proposal for Preparation and Submittal of TPDES Renewal Application
Manvel Town Center Wastewater Treatment Plant

Dear Mr. Johnson:

We are pleased to submit our proposal to prepare and submit a Texas Pollutant Discharge Elimination System permit renewal application for the existing wastewater treatment plant located 0.44 miles northwest of the intersection of State Highway 6 and State Highway 288 in Brazoria County, Texas. The scope of this project is shown in Exhibit 1 – Scope of Services.

We propose to prepare the described TPDES Permit renewal on a reimbursable basis. These fees were calculated with the assumption that the permit will not be contested.

The proposed fee for the scope of services defined in Exhibit 1 is \$20,000 for engineering fees. Reimbursable expenses are estimated at \$20,000 and will be in addition to the engineering fees. Reimbursable expenses include TCEQ application fees, two English publications in the *Houston Chronicle* and two potential alternative language publications. Operator fees for required lab testing are not included in this fee estimate and will be billed directly from the Operator.

If this proposal meets your approval, please have this agreement signed and return a copy for our files.

Sincerely,

A handwritten signature in black ink, appearing to read "Shiann Hernandez", written over a horizontal line.

Shiann Hernandez, P.E.
Project Manager

AGREED AND ACCEPTED:

BY: _____

NAME: _____

TITLE: _____

DATE: _____



Exhibit 1 – Scope of Services Wastewater Treatment Plant TPDES Renewal Permit Application

The following is an outline of the effort required for the preparation and submittal of a Texas Pollutant Discharge Elimination System renewal permit application.

Preparation of Administrative Report 1.0 and 1.1

1. Prepare application and all TCEQ required forms.
2. Prepare USGS Quadrangle map, which identifies the plant location, the discharge route 3 miles downstream, and a 1-mile radius around plant.
3. Complete Supplemental Permit Information Form
4. Complete Core Data Form

Preparation of Technical Report 1.0 and 1.1

1. Provide a detailed description of treatment process and unit sizes.
2. Prepare hydraulic flow diagrams for existing and proposed phases.
3. Obtain information on operator for certification, sludge hauler, and sludge application site.
4. Prepare site layout.
5. Create a service area boundary map.

Preparation of Technical Report 2.0 and 2.1

1. Stream assessment of receiving waters

Preparation of Technical Report 4.0 and 5.0

1. Obtain pollutant analyses and toxicity analyses from Operator and Laboratory

Preparation of Technical Report 6.0

2. Identify any potential industrial contributors to the wastewater treatment facility

Application Submittal

1. One original and three copies to TCEQ Austin. One copy for public comment and review.
2. Publishing of public notices, Notice of Receipt of Application and Notice of Application and Preliminary Decision.
3. Address and respond to TCEQ comments.
4. Review and comment on Draft Permit



January 11, 2024

Brazoria County Municipal Utility District No. 42
c/o ABHR
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Re: Proposal for Preparation and Submittal of TPDES Renewal Application
Manvel Town Center Wastewater Treatment Plant

To Whom it May Concern:

We are pleased to submit our proposal to prepare and submit a Texas Pollutant Discharge Elimination System permit renewal application for the existing wastewater treatment plant located 0.44 miles northwest of the intersection of State Highway 6 and State Highway 288 in Brazoria County, Texas. The scope of this project is shown in Exhibit 1 – Scope of Services.

We propose to prepare the described TPDES Permit renewal on a reimbursable basis. These fees were calculated with the assumption that the permit will not be contested.

The proposed fee for the scope of services defined in Exhibit 1 is \$20,000 for engineering fees. Reimbursable expenses are estimated at \$10,000 and will be in addition to the engineering fees. Reimbursable expenses include TCEQ application fees, two English publications in the *Alvin Sun* and two potential alternative language publications. Operator fees for required lab testing are not included in this fee estimate and will be billed directly from the Operator.

If this proposal meets your approval, please have this agreement signed and return a copy for our files.

Sincerely,

A handwritten signature in black ink that reads "Shiann Hernandez".

Shiann Hernandez, P.E.
Project Manager

AGREED AND ACCEPTED:

BY: _____

NAME: _____

TITLE: _____

DATE: _____



Exhibit 1 – Scope of Services Wastewater Treatment Plant TPDES Renewal Permit Application

The following is an outline of the effort required for the preparation and submittal of a Texas Pollutant Discharge Elimination System renewal permit application.

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Preparation of Technical Report 1.0 and 1.1

1. Provide a detailed description of treatment process and unit sizes.
2. Prepare hydraulic flow diagrams for existing and proposed phases.
3. Obtain information on operator for certification, sludge hauler, and sludge application site.
4. Prepare site layout.
5. Create a service area boundary map.

Preparation of Technical Report 2.0 and 2.1

1. Stream assessment of receiving waters

Preparation of Technical Report 4.0 and 5.0

1. Obtain pollutant analyses and toxicity analyses from Operator and Laboratory

Preparation of Technical Report 6.0

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1. One original and three copies to TCEQ Austin. One copy for public comment and review.
2. Publishing of public notices, Notice of Receipt of Application and Notice of Application and Preliminary Decision.
3. Address and respond to TCEQ comments.
4. Review and comment on Draft Permit

From: [Dan Johnson](#)
To: [Tammy Bell](#)
Subject: FW: Traffic Light
Date: Friday, January 12, 2024 3:22:28 PM
Attachments: [Outlook-1510696212.png](#)
[Outlook-1510696212.png](#)
[image002.png](#)

For the packet

Daniel S. Johnson, P.E., CFM

City Manager
20025 Highway 6
Manvel, Texas 77578
(832) 336-4049

www.cityofmanvel.com



From: Keith Traylor <ktraylor@manvelpd.org>
Sent: Thursday, January 4, 2024 3:27 PM
To: Derek Hehn <derek.hehn@gmail.com>
Subject: Traffic Light

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Derek, I did some research on the question you brought up about the intersection of Rodeo Palms and Croix Road. What I found based off the study we conducted, the study does not indicate the intersection met the necessary warrants to require a traffic light. There are 8 warrants that have to be considered before a traffic light can be placed at the intersection. The study did meet the warrant requirements for a three way stop for traffic control. We can look at street markings but I believe Rodeo Palms will be able to support a left and right turn lane.

I will get with Public Works and we can look at how we can place lane markers and directional indicators.

Keith Traylor

Chief of Police

Manvel Police Department

6615 North Masters

Manvel Tx. 77578

281-489-1212



**The only thing necessary for the triumph of evil is for good men to do nothing.
(Edmund Burke)**

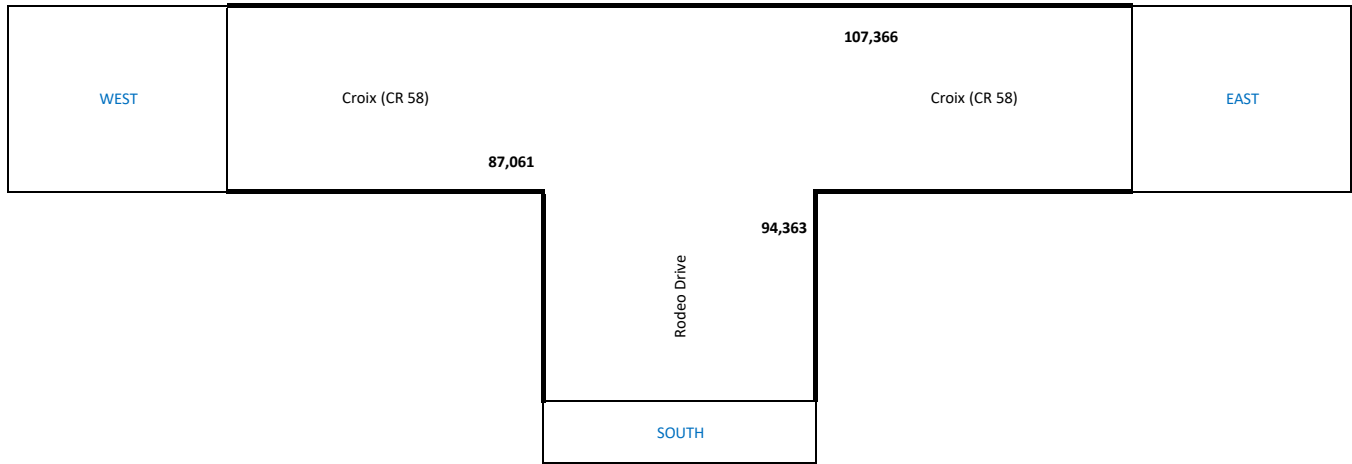
This City of Manvel e-mail message, including any attachments, is intended for the sole use of the individual(s) and entity(ies) to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this e-mail message including any attachments, or any information contained in this e-mail message including any attachments. If you have received this e-mail message in error, please immediately notify the sender by reply e-mail and delete the message. Thank you very much.

City of Manvel Multi-Way Stop Assessment

Multi-Way Stop Assessment

Tuesday, December 19, 2023

NORTH



Roadways	Segment 1	Segment 2	TOTAL	%
Rodeo Drive	-	94,363	94,363	33%
Croix (CR 58)	107,366	87,061	194,427	67%
Total:	107,366	181,424	288,790	100%
Daily Average:	8,259	13,956	22,215	
Hourly Average:	344	581	926	
VVA:		463		

From:	11/02/2023	Thursday
To:	11/15/2023	Wednesday
Days:	13	

Texas MUTCD Section 2B.07 Multi-Way Stop Applications

Actual	Warrant Met?	Condition
33/67	No	01 Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.
		04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:
11	Yes	B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation.
		C. Minimum volumes:
463	Yes	1. The vehicular volume averages at least 300 vehicles per hour.
926	Yes	2. The combined volume entering the intersection averages at least 200 units per hour.
		3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2. 70% (300) = 210. 70% (200) = 140.
Neighborhood Collector	Yes	05 Other criteria (need to control left-turns, line of sight, residential neighborhood collectors)

Recommendations: **Stop signs are warranted at this intersection.**

Public Works: Approved

City Engineer: Approved

Police Chief: Approved

City Manager: Approved

MetroCount Traffic Executive Weekly Vehicle Counts (Virtual Week)

VirtWeeklyVehicle-14 -- English (ENU)

Datasets:

Site: [CR58 WB] MTE factory setup
Attribute:
Direction: 4 - West bound, A trigger first. **Lane:** 2
Survey Duration: 8:58 Friday, October 20, 2023 => 10:58 Wednesday, November 15, 2023,
Zone:
File: CR58 WB 0 2023-11-15 0956.EC2 (Plus)
Identifier: VE53D7FE MC5900-X13 (c)MetroCount 09Nov16
Algorithm: Factory default axle (v5.08)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 8:00 Thursday, November 2, 2023 => 10:58 Wednesday, November 15, 2023 (13.124)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 6 - 99 mph.
Direction: North, East, South, West (bound), P = West, Lane = 0-16
Separation: Headway > 0 sec, Span 0 - 328.084 ft
Name: Default Profile
Scheme: Vehicle classification (Scheme F3)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)
In profile: Vehicles = 107366 / 221319 (48.51%)

Weekly Vehicle Counts (Virtual Week)

VirtWeeklyVehicle-14
Site: CR58 WB.2.0W

Description: MTE factory setup

Filter time: 8:00 Thursday, November 2, 2023 => 10:58 Wednesday, November 15, 2023

Scheme: Vehicle classification (Scheme F3)

Filter: Cls(1-13) Dir(NESW) Sp(6,99) Headway(>0) Span(0 - 328.084) Lane(0-16)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
								1 - 5	1 - 7
Hour									
0000-0100	117.0	111.5	128.5	138.0	119.5	174.0	199.5	121.2	141.4
0100-0200	81.5	74.5	81.5	70.0	65.0	126.5	148.5	75.0	94.2
0200-0300	46.0	32.5	47.0	45.0	49.0	115.5	119.0	43.8	66.4
0300-0400	35.5	32.5	32.0	35.0	33.0	73.5	79.0	33.4	46.6
0400-0500	21.5	23.0	27.0	30.0	35.0	43.0	59.5	27.0	34.5
0500-0600	32.5	35.0	33.5	28.0	43.5	35.5	41.5	35.2	36.2
0600-0700	87.0	67.0	71.5	71.0	101.5	47.0	36.0	80.6	68.5
0700-0800	167.5	181.5	176.5	177.0	262.0	120.5	45.5	194.7	160.3
0800-0900	467.5	387.5	389.0	376.0	324.0	181.5	129.0	388.8	322.1
0900-1000	393.5	295.0	307.0	258.5	291.0	207.0	142.5	309.0	270.6
1000-1100	233.5	238.0	252.0	234.5	244.0	321.5	329.0	240.4	264.6
1100-1200	248.0	243.0	283.0	298.0	299.5	387.5	358.5	273.3	304.0
1200-1300	266.5	327.5	324.0	352.5	374.5	448.5	527.0	329.6	378.2
1300-1400	371.0	387.0	357.0	376.5	430.0	475.0	669.5	387.3	444.2
1400-1500	377.5	399.0	380.0	400.0	511.5	514.0	486.5	417.3	442.8
1500-1600	455.5	454.5	474.0	770.5	641.5	566.5	506.5	568.7	558.8
1600-1700	681.5	690.5	685.0	956.5	872.5	570.5	539.0	787.4	715.8
1700-1800	867.0	920.5	902.0	939.5	944.0	563.0	525.0	916.0	801.5
1800-1900	1013.0	1111.5	1066.0	879.0	829.5	540.5	535.0	970.2	837.2
1900-2000	748.0	885.5	834.0	784.0	749.5	553.5	504.5	796.4	714.2
2000-2100	515.5	599.0	605.0	627.0	551.5	511.0	440.0	576.8	545.6
2100-2200	410.5	447.0	503.0	438.5	458.0	423.0	335.0	445.7	425.2
2200-2300	273.0	303.5	338.0	291.0	372.0	342.0	248.0	313.0	307.5
2300-2400	180.5	190.0	219.0	196.0	262.5	268.0	174.5	208.6	212.5
Totals									
0700-1900	5542.0	5635.5	5595.5	6018.5	6024.0	4896.0	4793.0	5782.8	5500.3
0600-2200	7303.0	7634.0	7609.0	7939.0	7884.5	6430.5	6108.5	7682.2	7253.7
0600-0000	7756.5	8127.5	8166.0	8426.0	8519.0	7040.5	6531.0	8203.8	7773.7
0000-0000	8090.5	8436.5	8515.5	8772.0	8864.0	7608.5	7178.0	8539.4	8193.0
AM Peak	0800	0800	0800	0800	0800	1100	1100		
	467.5	387.5	389.0	376.0	324.0	387.5	358.5		
PM Peak	1800	1800	1800	1600	1700	1600	1300		
	1013.0	1111.5	1066.0	956.5	944.0	570.5	669.5		

* - No data.

MetroCount Traffic Executive Weekly Vehicle Counts (Virtual Week)

VirtWeeklyVehicle-13 -- English (ENU)

Datasets:

Site: [CR58 EB] CR 58 EB at Rodeo
Attribute:
Direction: 2 - East bound, A trigger first. **Lane:** 2
Survey Duration: 8:44 Thursday, October 12, 2023 => 11:04 Wednesday, November 15, 2023,
Zone:
File: CR58 EB 0 2023-11-15 1003.EC2 (Plus)
Identifier: VF37CKYW MC5900-X13 (c)MetroCount 09Nov16
Algorithm: Factory default axle (v5.08)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 8:00 Thursday, November 2, 2023 => 11:04 Wednesday, November 15, 2023 (13.1284)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 6 - 99 mph.
Direction: North, East, South, West (bound), P = East, Lane = 0-16
Separation: Headway > 0 sec, Span 0 - 328.084 ft
Name: Default Profile
Scheme: Vehicle classification (Scheme F3)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)
In profile: Vehicles = 87061 / 92297 (94.33%)

Weekly Vehicle Counts (Virtual Week)

VirtWeeklyVehicle-13

Site: CR58 EB.2.0E

Description: CR 58 EB at Rodeo

Filter time: 8:00 Thursday, November 2, 2023 => 11:04 Wednesday, November 15, 2023

Scheme: Vehicle classification (Scheme F3)

Filter: Cls(1-13) Dir(NESW) Sp(6,99) Headway(>0) Span(0 - 328.084) Lane(0-16)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
								1 - 5	1 - 7
Hour									
0000-0100	48.0	44.0	36.5	45.0	44.5	67.0	91.5	43.4	54.5
0100-0200	29.5	21.0	28.5	28.0	24.0	47.0	66.5	26.0	35.5
0200-0300	23.5	23.0	24.0	29.0	22.0	37.5	40.0	23.8	28.4
0300-0400	20.5	19.5	21.5	20.0	37.0	39.5	32.5	24.1	27.8
0400-0500	51.0	53.5	54.5	55.0	98.5	57.0	45.0	63.3	59.5
0500-0600	124.5	138.0	135.5	140.0	200.5	97.5	39.5	148.6	123.9
0600-0700	310.5	332.5	327.5	340.0	415.0	158.0	68.5	345.7	274.2
0700-0800	598.5	650.5	658.0	634.0	578.5	206.5	127.5	622.8	482.5
0800-0900	697.0	770.0	735.0	608.0	562.5	324.5	242.5	674.5	562.8
0900-1000	491.0	533.0	484.0	444.0	445.5	385.0	398.5	479.5	454.4
1000-1100	360.0	372.5	367.5	343.5	373.5	436.5	572.0	363.4	403.6
1100-1200	312.5	288.0	177.0	297.5	314.0	404.5	467.0	277.8	322.9
1200-1300	260.5	297.0	263.0	319.5	353.0	424.5	476.5	302.6	348.1
1300-1400	301.5	421.0	325.0	316.0	336.0	382.5	374.0	341.6	352.8
1400-1500	261.5	335.5	299.0	357.0	348.0	390.0	354.5	322.6	337.8
1500-1600	257.0	301.0	288.0	460.0	378.0	373.5	340.5	342.2	346.8
1600-1700	382.0	402.0	394.0	460.0	444.5	386.0	357.0	419.0	404.4
1700-1800	376.5	391.0	416.0	488.5	509.0	400.5	332.5	438.4	416.3
1800-1900	477.0	515.5	502.0	513.5	513.5	437.5	363.5	504.6	472.5
1900-2000	395.5	434.5	508.0	429.5	402.0	342.0	322.0	425.7	396.8
2000-2100	205.0	257.5	247.0	235.5	296.0	245.5	269.5	248.3	251.2
2100-2200	156.5	185.5	176.0	147.0	204.5	234.0	176.5	173.7	183.4
2200-2300	106.0	105.5	126.0	107.0	146.5	188.5	128.0	117.3	129.9
2300-2400	68.5	69.0	89.0	78.5	106.0	144.0	92.5	81.4	92.8
Totals									
0700-1900	4775.0	5277.0	4908.5	5241.5	5156.0	4551.5	4406.0	5088.9	4905.1
0600-2200	5842.5	6487.0	6167.0	6393.5	6473.5	5531.0	5242.5	6282.2	6010.6
0600-0000	6017.0	6661.5	6382.0	6579.0	6726.0	5863.5	5463.0	6481.0	6233.3
0000-0000	6314.0	6960.5	6682.5	6896.0	7152.5	6209.0	5778.0	6810.2	6562.9
AM Peak	0800	0800	0800	0700	0700	1000	1000		
	697.0	770.0	735.0	634.0	578.5	436.5	572.0		
PM Peak	1800	1800	1900	1800	1800	1800	1200		
	477.0	515.5	508.0	513.5	513.5	437.5	476.5		

* - No data.

MetroCount Traffic Executive Weekly Vehicle Counts (Virtual Week)

VirtWeeklyVehicle-15 -- English (ENU)

Datasets:

Site: [Rodeo Dr.] Rodeo Dr. at CR 58
Attribute:
Direction: 5 - South bound A>B, North bound B>A. **Lane:** 2
Survey Duration: 8:48 Thursday, October 12, 2023 => 11:14 Wednesday, November 15, 2023,
Zone:
File: Rodeo Dr. 0 2023-11-15 1011.EC2 (Plus)
Identifier: TZ95PQC1 MC5900-X13 (c)MetroCount 09Nov16
Algorithm: Factory default axle (v5.08)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 0:00 Thursday, November 2, 2023 => 11:14 Wednesday, November 15, 2023 (13.4684)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 6 - 99 mph.
Direction: North, East, South, West (bound), P = North, Lane = 0-16
Separation: Headway > 0 sec, Span 0 - 328.084 ft
Name: Default Profile
Scheme: Vehicle classification (Scheme F3)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)
In profile: Vehicles = 94363 / 248026 (38.05%)

Weekly Vehicle Counts (Virtual Week)

VirtWeeklyVehicle-15
Site: Rodeo Dr..2.3SN

Description: Rodeo Dr. at CR 58

Filter time: 0:00 Thursday, November 2, 2023 => 11:14 Wednesday, November 15, 2023

Scheme: Vehicle classification (Scheme F3)

Filter: Cls(1-13) Dir(NESW) Sp(6,99) Headway(>0) Span(0 - 328.084) Lane(0-16)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
								1 - 5	1 - 7
Hour									
0000-0100	76.0	67.0	62.0	55.0	65.5	101.5	120.0	65.1	78.1
0100-0200	46.5	45.5	48.5	31.0	35.5	70.0	77.0	41.4	50.6
0200-0300	31.5	15.0	24.5	27.0	28.0	63.5	55.0	25.2	34.9
0300-0400	25.5	21.5	25.0	31.5	42.0	48.5	46.5	29.1	34.4
0400-0500	42.0	37.0	39.0	55.5	45.5	38.5	45.0	43.8	43.2
0500-0600	57.5	68.0	68.0	135.5	106.5	76.0	34.5	87.1	78.0
0600-0700	200.5	191.5	198.0	294.5	271.0	85.5	57.0	231.1	185.4
0700-0800	373.0	420.5	425.0	553.0	507.0	156.5	75.0	455.7	358.6
0800-0900	654.5	641.0	674.0	589.0	589.5	261.0	172.0	629.6	511.6
0900-1000	482.5	449.0	485.0	379.5	414.0	328.0	216.0	442.0	393.4
1000-1100	309.5	290.0	330.5	290.5	298.0	422.0	350.5	303.7	327.3
1100-1200	256.0	302.0	192.5	296.0	331.5	436.5	395.0	275.6	315.6
1200-1300	276.5	313.0	263.0	302.5	346.0	433.5	406.0	304.3	339.8
1300-1400	295.0	349.5	298.0	354.5	351.0	437.5	434.0	333.1	364.7
1400-1500	309.5	334.5	297.0	343.0	415.5	443.5	415.5	344.7	370.8
1500-1600	329.5	348.0	339.0	529.5	522.0	484.5	409.0	421.9	429.5
1600-1700	562.5	553.5	583.0	712.5	644.0	444.5	414.0	614.2	557.3
1700-1800	625.0	610.0	602.0	619.5	704.0	442.5	415.0	635.4	571.8
1800-1900	645.5	678.5	709.0	588.0	606.5	460.5	438.0	638.4	580.2
1900-2000	502.0	571.0	572.0	512.5	533.5	431.5	396.5	534.4	497.4
2000-2100	326.5	369.5	388.0	357.5	400.5	365.0	302.5	366.2	356.2
2100-2200	253.0	267.0	293.0	253.5	282.0	272.0	248.5	267.1	265.0
2200-2300	189.0	174.0	192.0	166.0	216.5	232.0	177.5	187.0	192.5
2300-2400	115.0	135.0	129.0	126.0	164.0	170.5	114.0	134.3	136.8
Totals									
0700-1900	5119.0	5289.5	5198.0	5557.5	5729.0	4750.5	4140.0	5398.7	5120.7
0600-2200	6401.0	6688.5	6649.0	6975.5	7216.0	5904.5	5144.5	6797.6	6424.8
0600-0000	6705.0	6997.5	6970.0	7267.5	7596.5	6307.0	5436.0	7118.9	6754.0
0000-0000	6984.0	7251.5	7237.0	7603.0	7919.5	6705.0	5814.0	7410.6	7073.2
AM Peak	0800	0800	0800	0800	0800	1100	1100		
	654.5	641.0	674.0	589.0	589.5	436.5	395.0		
PM Peak	1800	1800	1800	1600	1700	1500	1800		
	645.5	678.5	709.0	712.5	704.0	484.5	438.0		

* - No data.