

**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
February 5, 2024**

**NOTICE IS HEREBY GIVEN
5:00 P.M. WORKSHOP – 6:00 P.M. REGULAR SESSION**

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the Manvel City Council will convene a regular meeting at the Manvel City Hall, located at 20031 Hwy 6, Manvel Tx 77578 for the purpose of discussing and if appropriate, take action with respect to the following items:

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

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpreter services must be made 48 hours prior to this meeting. Please contact the City Secretary at 281-489-0630 x6 for further information.

CITY OF MANVEL MISSION STATEMENT

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

Workshop Session

Update by the Croix Park Task Force on the Gardens at Croix Park

Discussion on any topic as listed on the current agenda.

Regular Session

Call To Order

Invocation

Inspirational Reading - Councilmember Lands

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

Black History Month - February 2024

Public Comments: "Comment Card" Required

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. 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.

- Staffing
- Traffic Study CR 58 @ Rodeo Palms
- FY 2024 2025 Budget Calendar
- Wastewater Seasonal Average Billing
- Eggstravaganza Event

Consent Agenda

1. Approve the second and final reading 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)

2. Acceptance of the meeting minutes to date.

3. Consideration and possible action to approve Resolution 2024-R-03;

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, APPROVING AS A PROJECT OF THE MANVEL ECONOMIC DEVELOPMENT CORPORATION CERTAIN PROJECT NUMBER 2023-01 APPROVING AN EXPENDITURE OF UP TO \$7,213.75 TO BE PAID TO CO-APPLICANTS MANVEL RETAIL AND BILLY DANO'S DONUTS INC. to CONSTRUCT A NEW GREASE TRAP TO SERVE A RETAIL STRIP CENTER AT 19931 MORRIS AVENUE, A COMMERCIALY TARGETED AREA,

February 5, 2024 CITY COUNCIL MEETING AGENDA

WHICH WILL FURTHER ECONOMIC DEVELOPMENT AND RETAIN JOBS IN the CITY OF MANVEL; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

4. Acceptance of the Racial Profiling Report
5. Acceptance of infrastructure improvements for Meridiana Detention Basin A-2 and Detention Basin B-2 to begin the Two-Year Maintenance Period.
6. Final acceptance of infrastructure improvements for Manvel Town Center Waterline Interconnect and release the associated maintenance bond.
7. Acceptance of the Special Warranty Deed from Brazoria County MUD No. 43;
Being a 1.785-acre tract of land located in Brazoria County, Texas, described as Reserve D on the plat of Del Bello Lakes Section 8, recorded in the Official Public Records of Brazoria County, Texas, under Clerk's File Number 2023017218 ("Property").

Items Removed from Consent Agenda

Regular Agenda

1. Consideration and possible action to approve the contract for Planning Services - Comprehensive Plan, Thoroughfare Plan (Update), and Strategic Plan between Kendigt Keast Collaborative (KKC) and the City of Manvel and authorize the City Manager to execute said contract.
2. Consideration and possible action to approve an Animal Transfer Agreement between the Houston Humane Society and the City of Manvel and authorize the City Manager to execute said agreement.
3. Consideration and possible action to appoint Evan DuVall as the city's *Zoning official*, to administer and enforce the zoning regulations of the city (section 77-3 of The City Code).
4. Consideration and possible action to approve Resolution 2024-R- 04;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, ADOPTING PROCEDURES FOR POST-ISSUANCE COMPLIANCE (THE "POST-ISSUANCE REQUIREMENTS") CONTAINED IN SECTIONS 103 AND 141 THROUGH 150 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND THE APPLICABLE TREASURY REGULATIONS PROMULGATED THEREUNDER.
5. Consideration and possible action to approve Ordinance 2024-O-10;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, ORDERING THE HOLDING OF A GENERAL ELECTION ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING TWO COUNCILMEMBERS: ONE EACH FOR, PLACE 1, AND PLACE 2; DESIGNATING THE CITY ELECTION PRECINCTS; DESIGNATING A POLLING PLACE; PROVIDING FOR THE APPOINTMENT OF A PRESIDING ELECTION JUDGE AND ALTERNATE PRESIDING ELECTION JUDGE; APPROVING A JOINT ELECTION CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE; ESTABLISHING OTHER PROCEDURES FOR CONDUCTING THE ELECTION; PROVIDING FOR THE INCORPORATION OF THE PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

6. Consideration and possible action to approve Ordinance 2024-O-11;
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 POLICE STATION CONSTRUCTION. 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.
7. Consideration and possible action to award Flintco the contract for the construction of the Manvel Police Station in the amount of \$21,250,000 and authorize the City Manager to execute the contract.
8. Consideration and possible action on the acceptance of a Special Warranty Deeds from Brazoria County Municipal Utility District No. 42 transferring the water and wastewater plants to the City of Manvel, approving Utility Conveyance and Security agreements and related easement assignments, authorizing the Mayor to execute all documents needed for this transfer.
 - MUD 42 Water Plant - Utility Conveyance and Security Agreement
 - MUD 42 Water Plant - Special Warranty Deed
 - MUD 42 WWTP - Utility Conveyance and Security Agreement
 - MUD 42 WWTP - Special Warranty Deed
 - Related easement assignments

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".

Daniel S Johnson, City Manager and Robert Gervais, City Attorney

Regular Agenda

9. Consideration and possible action regarding compensation and terms of employment of the City Attorney.

Mayor and Council Comments

Update on current events and city issues.

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

Items of community interest include:

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

Adjourn

CERTIFICATION

I, Tammy Bell, City Secretary for the City of Manvel, do hereby certify that the foregoing Agenda of the 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 February 2, 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



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Karen Orellana

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Proclamation

OFFICE OF THE MAYOR CITY OF MANVEL

Whereas, the Black community has abundant cultural diversity that contributes to the vibrancy and prosperity of Manvel. Black history is integral to the history of Texas, deeply shaping and impacting the direction of our state; and

Whereas, Black History Month was created by Dr. Carter G Woodson in 1926 to highlight the contributions made to the history of our country that for years had been omitted; and

Whereas, the Black Awakening of the 1960s dramatically expanded the consciousness of African Americans about the importance of Black history, and the Civil Rights Movement focused on Americans of all racial and ethnic backgrounds on the subject of the contributions of African Americans to our history and culture.

Whereas, President Gerald Ford officially recognized Black History Month in 1976, calling upon the public to “seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history”; and in 1986, Congress passed “National Black History Month” into law with the goal of bringing awareness to the Black struggle for freedom; and

Whereas, African Americans have made innumerable contributions to Texas’s economic, cultural, spiritual, and political development. The month of February encourages us to reflect on the future of the state and celebrate the many African Americans who have made contributions in the areas of medicine, law, education, politics, business, the arts, and more; and

Whereas, the Black History Month 2024 theme, “African Americans and the Arts,” explores the key influence African Americans have had in the fields of visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary and other forms of cultural expression;

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



“Black History Month”

in the City of Manvel, Texas.

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

Dan Davis, Mayor
February 5, 2024



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.

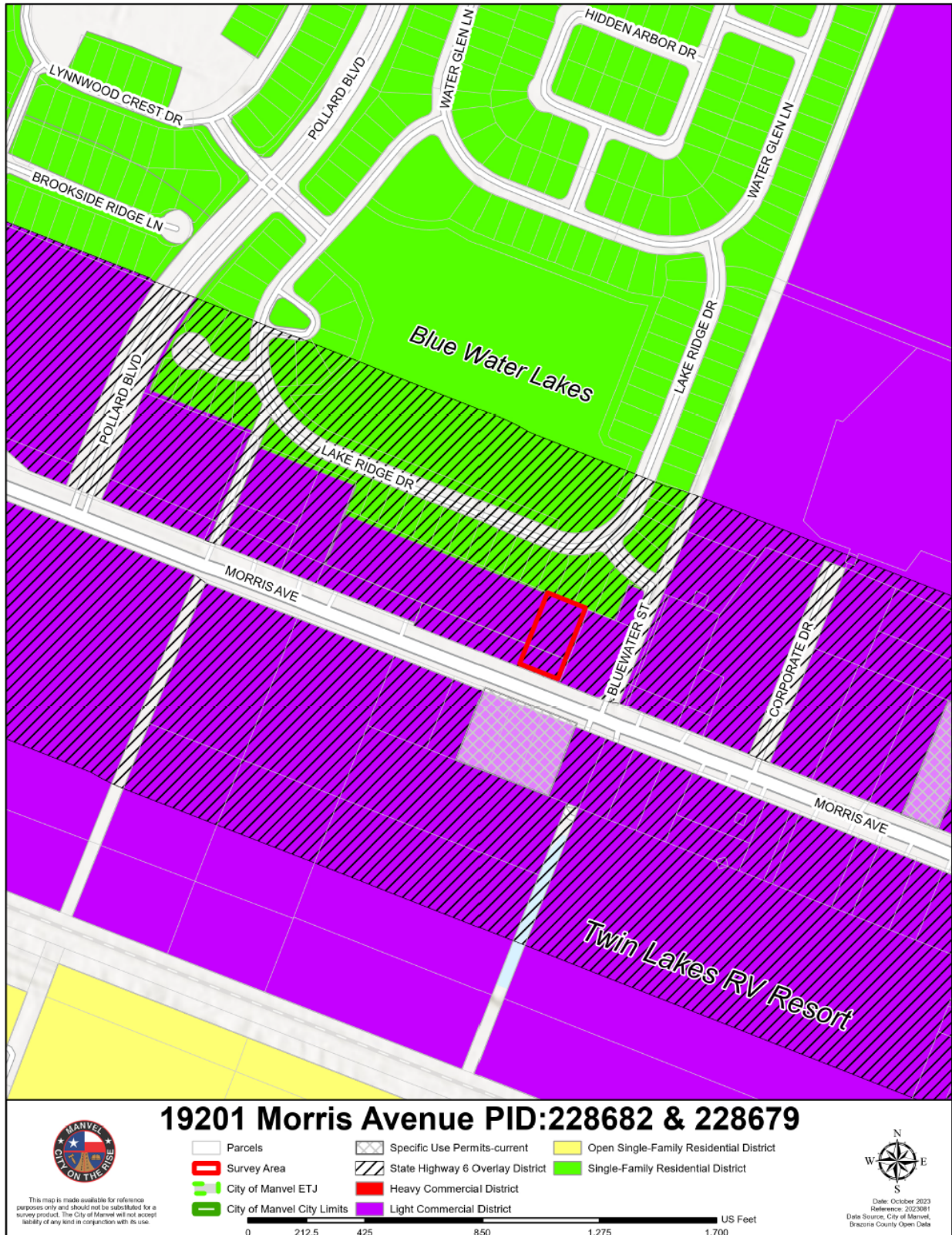
Executive Summary

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

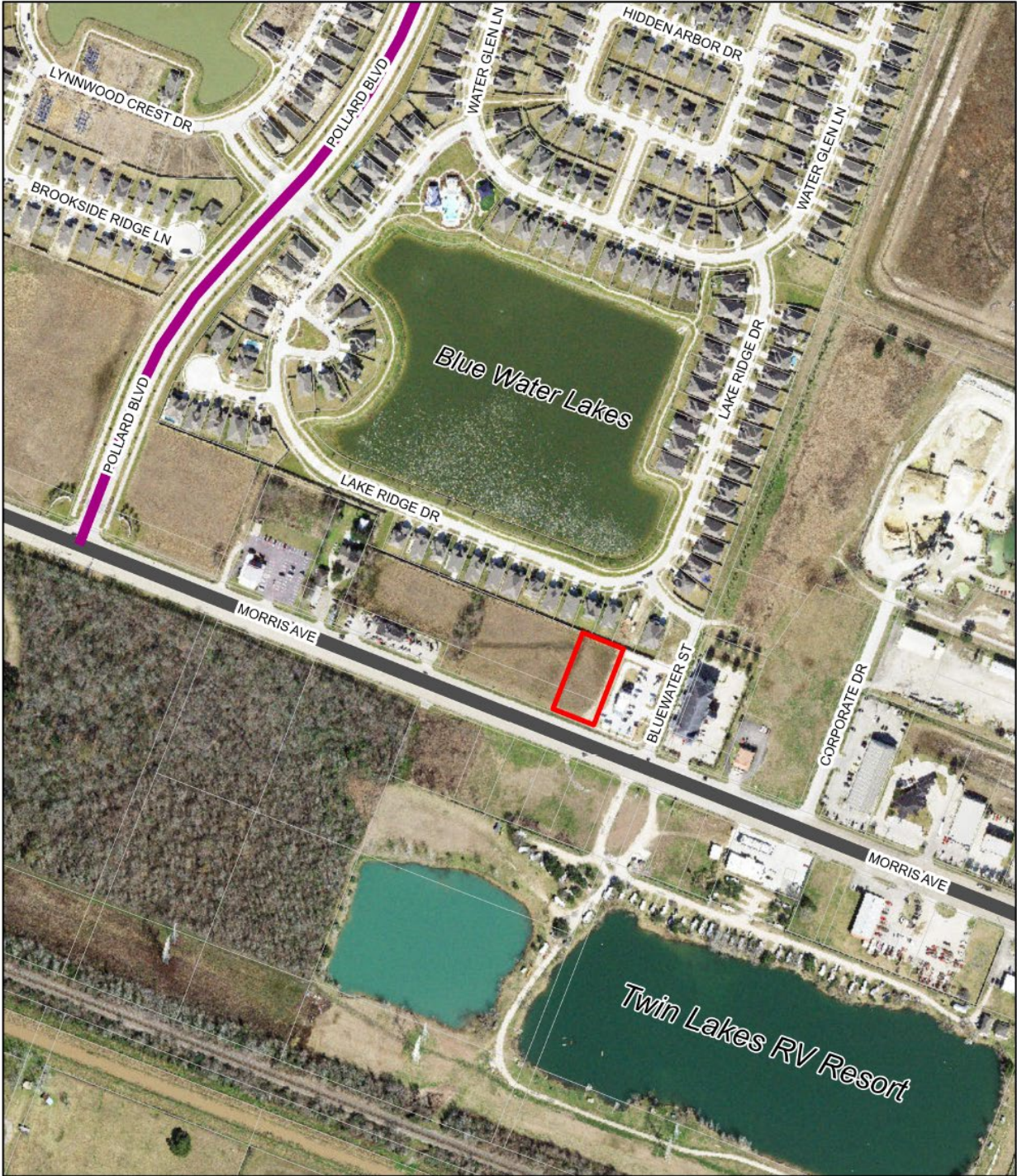


Looking at Light Commercial properties across from SH6 from property to the south



Abutting Light Commercial properties to the east (along SH6)

Major Thoroughfare Plan Map





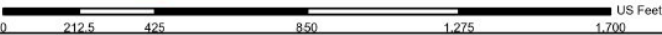
This map is made available for reference purposes only and should not be substituted for a survey product. The City of Manvel will not accept liability of any kind in conjunction with its use.

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)	

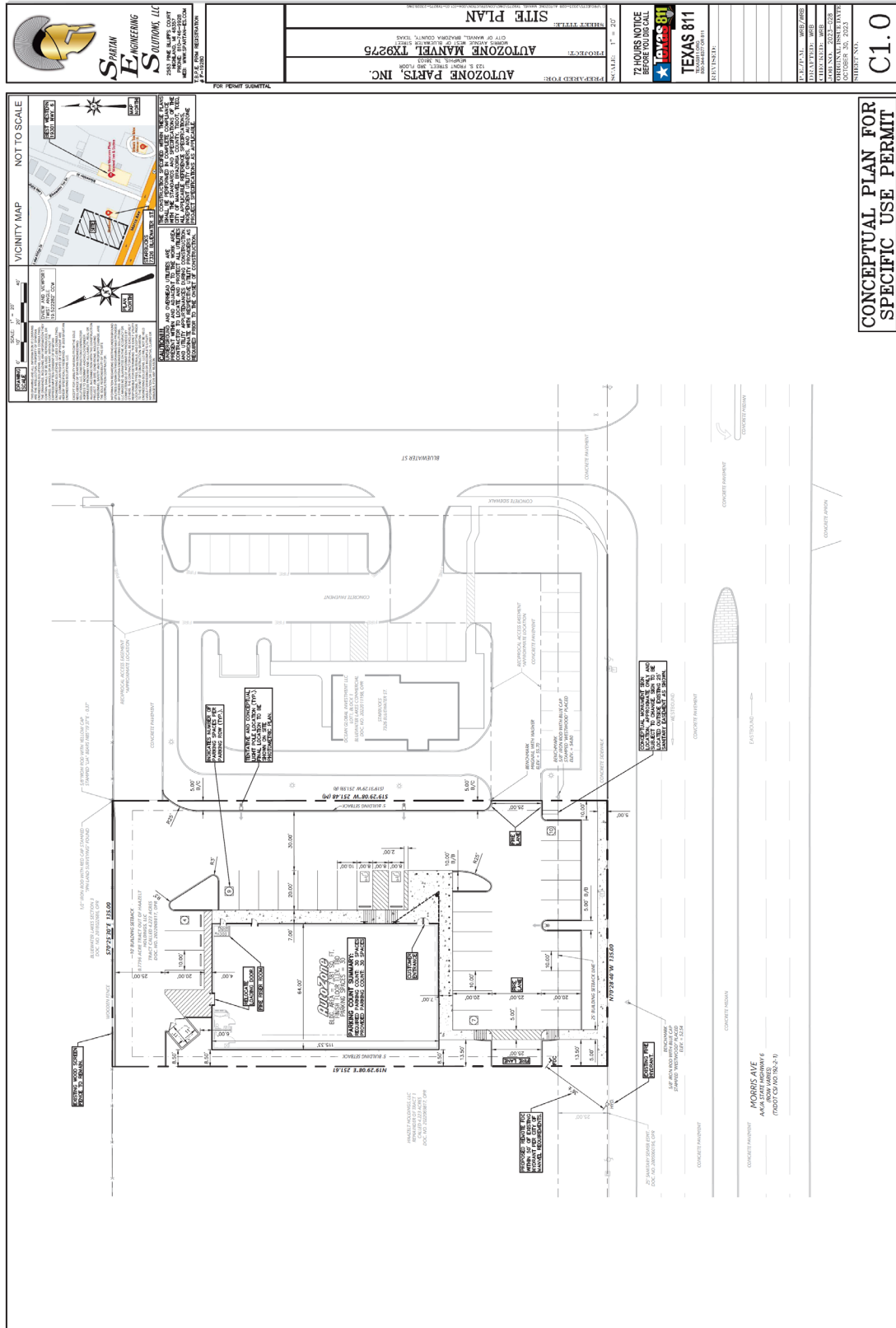


Date: October 2023
Reference: 2023081
Data Source: City of Manvel,
Brazoria County Open Data

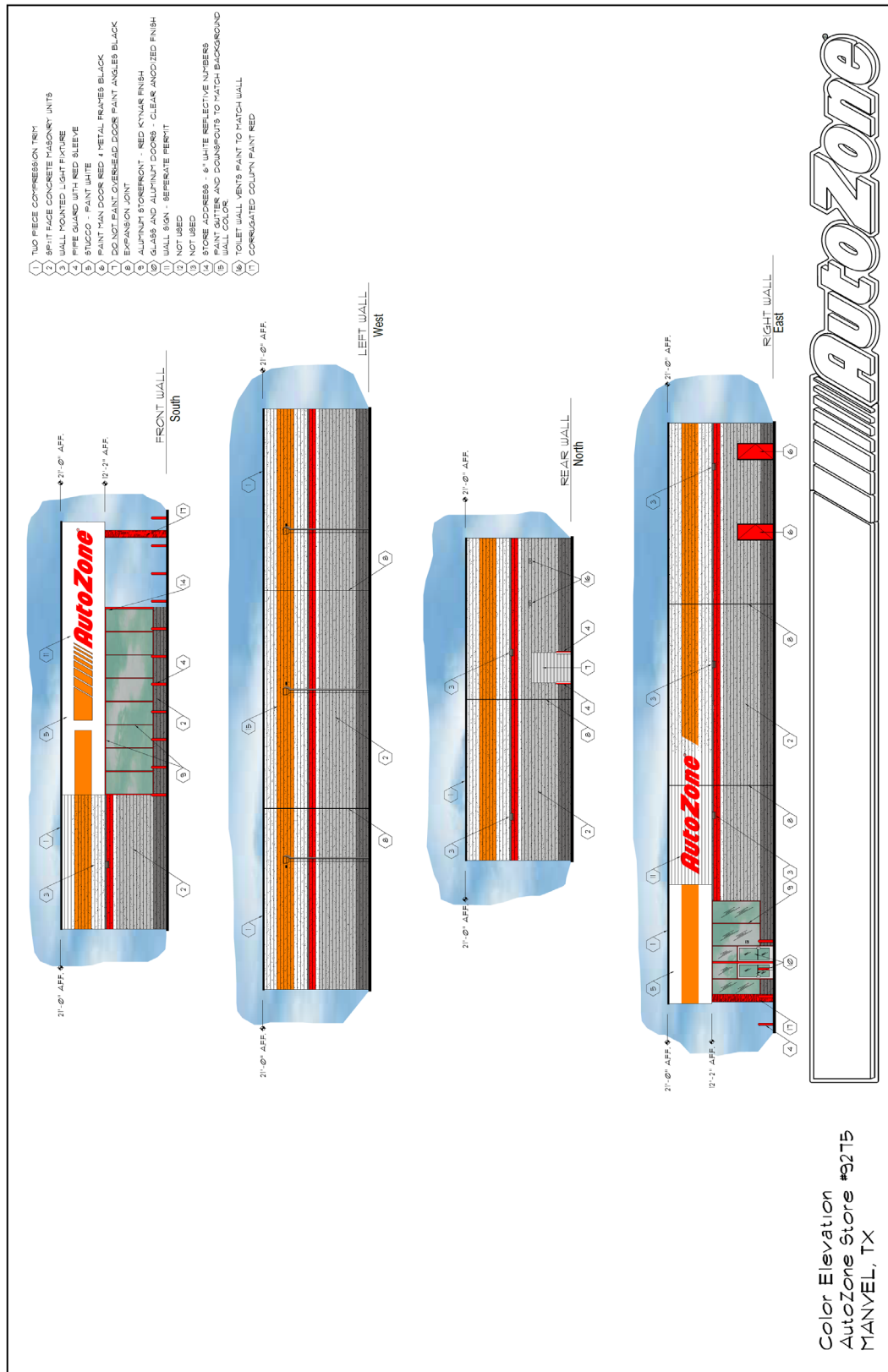


0 212.5 425 850 1,275 1,700 US Feet

Proposed Site Plan (Conceptual Plan)



Proposed Elevations



Color Elevation
AutoZone Store #9275
MANVEL, TX

December 1, 2023

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
F: 281-489-0634

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:
Carl Helton
6FDA559263A0489...

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:


7ED84EED39E4432

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.

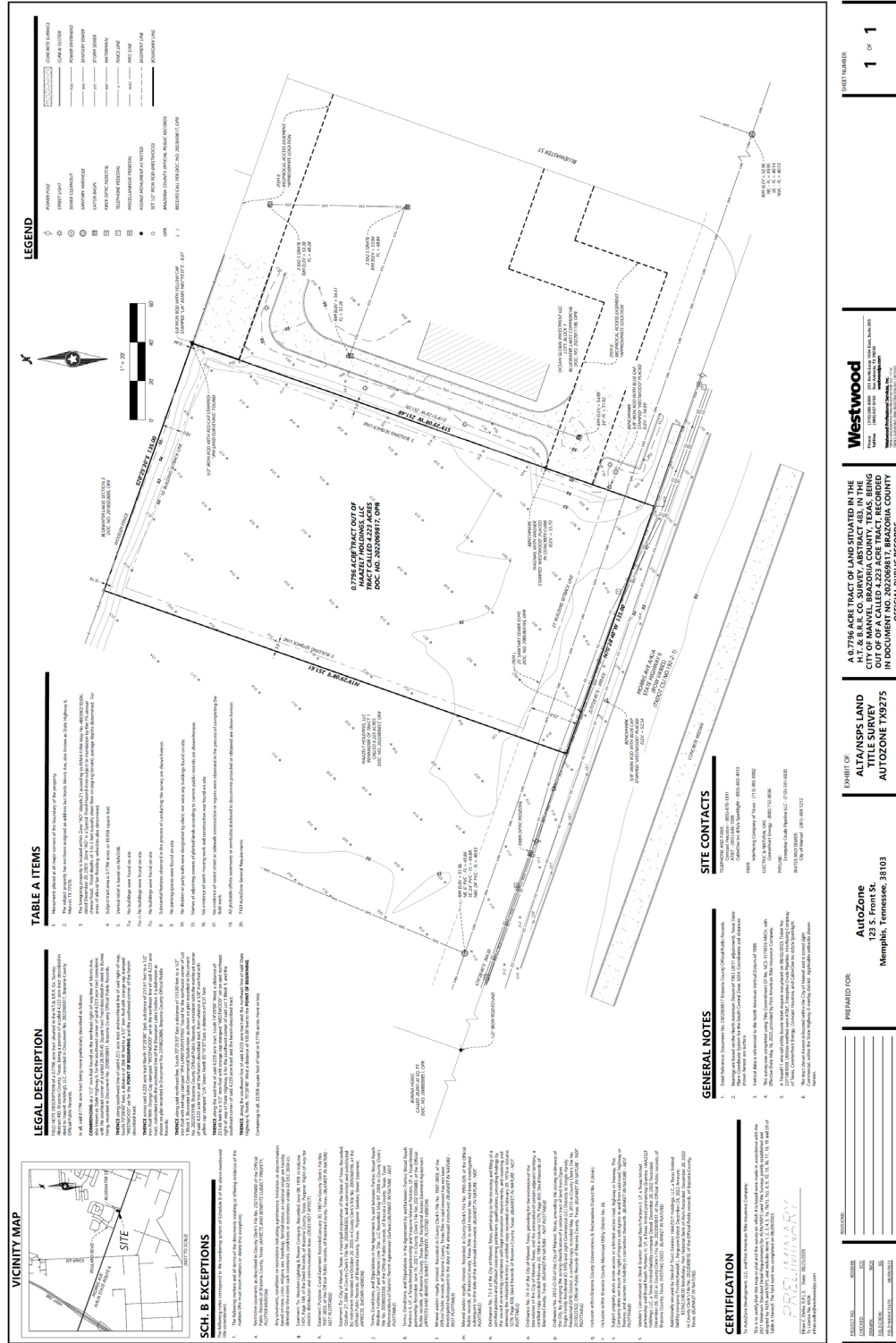


Exhibit B

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

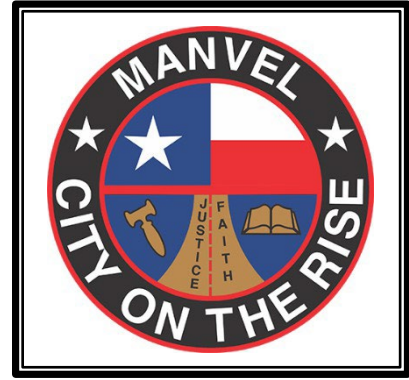
1. A plat shall be prepared and approved in conformance with Chapter 62 – *Subdivisions*, prior to developing the subject site for the proposed AutoZone;
2. The site development shall follow the attached site plan. However, changes necessary to conform to any adopted City of Manvel codes and ordinances 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



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 1/16/2024

Workshop Session -5:00 p.m.

Mayor Davis called the workshop of the Manvel City Council to order at 5:02 p.m.

Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 1 Larry Akery
City Councilmember Place 2 David Lands
City Councilmember Place 3 Harry Opliger
City Councilmember Place 6 Jerome Hudson
City Councilmember Place 5 Crystal Sarmiento (LATE)
City Councilmember Place 4 Ed Perry

Absent: None

Also Present: Dan Johnson, City Manager
Bobby Gervais, City Attorney
Keith Traylor, Chief of Police
Tammy Bell, City Secretary
Jessica Rodriguez, Director of Development Services
Rosa Donaire, Finance Director
Chad Dumont, Personnel Director

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 Dan Davis convened the meeting into Executive Session at 5:03 p.m.

Mayor Dan Davis reconvened the meeting out of Executive Session at 6:13 p.m.

No action was taken during Executive Session.

WORKSHOP SESSION - Continued

Discussion on any topic as listed on the current agenda.

Mayor Dan Davis adjourned the workshop at 6:13 p.m.

Regular Session - 6:00 p.m.

Call To Order

Mayor Davis called the meeting of the Manvel City Council to order at 6:13 p.m.

Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 1 Larry Akery
City Councilmember Place 2 David Lands
City Councilmember Place 3 Harry Opliger
City Councilmember Place 6 Jerome Hudson
City Councilmember Place 5 Crystal Sarmiento
City Councilmember Place 4 Ed Perry

Absent: None

Also Present: Dan Johnson, City Manager
Bobby Gervais, City Attorney
Keith Traylor, Chief of Police
Tammy Bell, City Secretary
Jessica Rodriguez, Director of Development Services
Rosa Donaire, Finance Director
Chad Dumont, Personnel Director

Invocation

Inspirational Reading - Councilmember Akery

Pledge

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.

Opened at 6:23 p.m.

First call for comments - Tammy Anderson, Bluewater Lakes Resident, has concerns with entrance, noise, and drainage.

Mayor read comment submitted online by Nadia Trevino Luna, Bluewater Terrace Drive, who is concerned with entrance, drainage, and noise.

January 16, 2024 MANVEL CITY COUNCIL MEETING MINUTES

Second call for comments - None
Third call for comments - None
Closed at 6:26 p.m.

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.

Opened at 6:26 p.m.
First call for comments - None
Second call for comments - None
Third call for comments - None
Closed at 6:27 p.m.

Public Comments: "Comment Card" Required

Jarod Jennings - 17 Supiro Drive (Online comment read aloud by Mayor Davis)

Dan Davis Sr – Expressed appreciation of the council and achievements made since the 2023 election.

City Manager Update

Artic Weather - Commended staff and the PW department for work done on streets to keep them safe to travel on.

Pre-bid meeting today for PW and Police Department Buildings - there is a lot of interest.

Waste Management Contract - New heavy trash schedule will start on February 13th, 2024

Sept 17, 2018 the city hired the Director of Development Services, Jessica Rodriguez. This will be her last Council meeting as she will be going on to a new venture.

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

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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.

Councilmember Jerome Hudson made the motion to approve. Councilmember Larry Akery seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

Items Removed from Consent Agenda - None

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.

Joe Morrow of Hilltop Securities addressed the Council. Shares that there were 8 bids submitted.

Mayor Dan Davis made the motion to approve Ordinance 2024-O-06 and award the bid to Robert W. Baird and Co., Inc. Councilmember Ed Perry seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

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).

Jessica Rodriguez - Staff recommends approval with three conditions, being;

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.

Councilmember Larry Akery made the motion to approve. Councilmember Harry Opliger seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

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.

Mayor Dan Davis made the motion to approve. Councilmember Jerome Hudson seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

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)

Jessica Rodriguez - The access off of Hwy 6 is under TXDOT's purview. There is anticipated access to the commercial sites as more develops with time. For drainage, the commercial was accounted for in Bluewater's plans.

Staff recommends approval 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.

Wesley Berlin, designated representative for the applicant - access is along the front and rear.

Mayor Dan Davis asks Jessica Rodriguez to reach out to TXDOT to ensure that an access will be provided with the next commercial development since that should fall within their 425 feet minimum.

Councilmember Harry Opliger made the motion to approve Ordinance 2024-O-01 with the conditions listed in the ordinance. Councilmember Larry Akery seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

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.

Jessica Rodriguez - Variance request is so that they do not have to dedicate the 60-foot ROW that is required for the ultimate 120-foot ROW that is required for Del Bello Blvd which is identified as a parkway on the city's thoroughfare plan.

Staff recommends approval with the following conditions:

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.

Travis Clark, applicant - does not want to give up any of his land. Wants to be compensated for it when the time comes for eminent domain.

Councilmember Lands and Councilmember Sarmiento don't feel it's fair to impose a minimum ROW.

Mayor Dan Davis made the motion to amend the development agreement to change the minimum 30-foot ROW dedication to 20-feet. Councilmember David Lands seconded the motion.

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The motion carried with a vote: 4/3

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

Mayor Dan Davis made the motion to approve the variance request and development agreement as amended. Councilmember David Lands seconded the motion.

The motion carried with a vote: 4/3

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

6. Consideration and possible action to approve a Sponsorship Agreement between the City of Manvel and Waste Connections of Texas LLC.

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

The motion carried with a vote: 7/0

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

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.

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

The motion carried with a vote: 7/0

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

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

January 16, 2024 MANVEL CITY COUNCIL MEETING MINUTES

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

Councilmember Jerome Hudson made the motion to approve agenda items 8 and 9. Councilmember Ed Perry seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

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).

No action taken.

Mayor and Council Comments

Adjourn

Mayor Dan Davis made the motion to adjourn the meeting at 8:23 p.m. Councilmember Sarmiento seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: February 5, 2024

TOPIC

Manvel Police Department 2023 Racial Profiling Report

BACKGROUND Police Departments who routinely make traffic stops as part of their day-to-day duties are required to submit a Racial Profiling report of these traffic stops to the State and to the governing body of the city before March 1st of every year.

With this data sheet you will find the 2023 Racial profiling report and comparative analysis as required by state law.

RECOMMENDATION No action needed

ATTACHMENTS Racial Profiling Report, Comparative Analysis Report

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER
Keith Traylor

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____

Racial Profiling Analysis Report

MANVEL POLICE DEPARTMENT

01. Total Traffic Stops:	11244	
02. Location of Stop:		
a. City Street	4735	42.11%
b. US Highway	0	0.00%
c. County Road	1957	17.40%
d. State Highway	4132	36.75%
e. Private Property or Other	420	3.74%
03. Was Race known prior to Stop:		
a. NO	11148	99.15%
b. YES	96	0.85%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	5	0.04%
b. Asian/ Pacific Islander	718	6.39%
c. Black	4202	37.37%
d. White	5129	45.62%
e. Hispanic/ Latino	1190	10.58%
05. Gender:		
a. Female	4241	37.72%
i. Alaska/ Native American/ Indian	2	0.02%
ii. Asian/ Pacific Islander	233	2.07%
iii. Black	1769	15.73%
iv. White	1948	17.32%
v. Hispanic/ Latino	289	2.57%
b. Male	7003	62.28%
i. Alaska/ Native American/ Indian	3	0.03%
ii. Asian/ Pacific Islander	485	4.31%
iii. Black	2433	21.64%
iv. White	3181	28.29%
v. Hispanic/ Latino	901	8.01%
06. Reason for Stop:		
a. Violation of Law	38	0.34%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	5.26%

Racial Profiling Analysis Report

iii. Black	9	23.68%
iv. White	16	42.11%
v. Hispanic/ Latino	11	28.95%
b. Pre-Existing Knowledge	37	0.33%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	5.41%
iii. Black	11	29.73%
iv. White	16	43.24%
v. Hispanic/ Latino	8	21.62%

c. Moving Traffic Violation	5336	47.46%
i. Alaska/ Native American/ Indian	5	0.09%
ii. Asian/ Pacific Islander	432	8.10%
iii. Black	2028	38.01%
iv. White	2379	44.58%
v. Hispanic/ Latino	492	9.22%

d. Vehicle Traffic Violation	5833	51.88%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	282	4.83%
iii. Black	2154	36.93%
iv. White	2718	46.60%
v. Hispanic/ Latino	679	11.64%

07. Was a Search Conducted:

a. NO	10859	96.58%
i. Alaska/ Native American/ Indian	4	0.04%
ii. Asian/ Pacific Islander	712	6.56%
iii. Black	4022	37.04%
iv. White	4991	45.96%
v. Hispanic/ Latino	1130	10.41%
b. YES	385	3.42%
i. Alaska/ Native American/ Indian	1	0.26%
ii. Asian/ Pacific Islander	6	1.56%
iii. Black	180	46.75%
iv. White	138	35.84%
v. Hispanic/ Latino	60	15.58%

08. Reason for Search:

a. Consent	43	0.38%
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Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	4.65%
iii. Black	8	18.60%
iv. White	25	58.14%
v. Hispanic/ Latino	8	18.60%
b. Contraband in Plain View	7	0.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	42.86%
iv. White	2	28.57%
v. Hispanic/ Latino	2	28.57%
c. Probable Cause	224	1.99%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	2	0.89%
iii. Black	129	57.59%
iv. White	67	29.91%
v. Hispanic/ Latino	26	11.61%
d. Inventory	70	0.62%
i. Alaska/ Native American/ Indian	1	1.43%
ii. Asian/ Pacific Islander	2	2.86%
iii. Black	21	30.00%
iv. White	29	41.43%
v. Hispanic/ Latino	17	24.29%
e. Incident to Arrest	41	0.36%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	19	46.34%
iv. White	15	36.59%
v. Hispanic/ Latino	7	17.07%
09. Was Contraband Discovered:		
YES	279	2.48%
i. Alaska/ Native American/ Indian	1	0.36%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
ii. Asian/ Pacific Islander	5	1.79%
Finding resulted in arrest - YES	3	
Finding resulted in arrest - NO	0	
iii. Black	132	47.31%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	22	
Finding resulted in arrest - NO	31	
iv. White	96	34.41%
Finding resulted in arrest - YES	24	
Finding resulted in arrest - NO	21	
v. Hispanic/ Latino	45	16.13%
Finding resulted in arrest - YES	7	
Finding resulted in arrest - NO	17	
b. NO	106	0.94%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	0.94%
iii. Black	48	45.28%
iv. White	42	39.62%
v. Hispanic/ Latino	15	14.15%
10. Description of Contraband:		
a. Drugs	139	1.24%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	2.16%
iii. Black	76	54.68%
iv. White	45	32.37%
v. Hispanic/ Latino	15	10.79%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	9	0.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	11.11%
iii. Black	2	22.22%
iv. White	4	44.44%
v. Hispanic/ Latino	2	22.22%
d. Alcohol	31	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	13	41.94%
iv. White	8	25.81%

Racial Profiling Analysis Report

v. Hispanic/ Latino	10	32.26%
e. Stolen Property	3	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	66.67%
iv. White	0	0.00%
v. Hispanic/ Latino	1	33.33%
f. Other	97	0.86%
i. Alaska/ Native American/ Indian	1	1.03%
i. Asian/ Pacific Islander	1	1.03%
iii. Black	39	40.21%
iv. White	39	40.21%
v. Hispanic/ Latino	17	17.53%
11. Result of Stop:		
a. Verbal Warning	1178	10.48%
i. Alaska/ Native American/ Indian	1	0.08%
ii. Asian/ Pacific Islander	84	7.13%
iii. Black	412	34.97%
iv. White	494	41.94%
v. Hispanic/ Latino	187	15.87%
b. Written Warning	6502	57.83%
i. Alaska/ Native American/ Indian	3	0.05%
ii. Asian/ Pacific Islander	445	6.84%
iii. Black	2485	38.22%
iv. White	3190	49.06%
v. Hispanic/ Latino	379	5.83%
c. Citation	3266	29.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	183	5.60%
iii. Black	1182	36.19%
iv. White	1332	40.78%
v. Hispanic/ Latino	569	17.42%
d. Written Warning and Arrest	77	0.68%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	3.90%
iii. Black	25	32.47%
iv. White	42	54.55%
v. Hispanic/ Latino	7	9.09%

Racial Profiling Analysis Report

e. Citation and Arrest	45	0.40%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	4.44%
iii. Black	21	46.67%
iv. White	16	35.56%
v. Hispanic/ Latino	6	13.33%
f. Arrest	176	1.57%
i. Alaska/ Native American/ Indian	1	0.57%
ii. Asian/ Pacific Islander	1	0.57%
iii. Black	77	43.75%
iv. White	55	31.25%
v. Hispanic/ Latino	42	23.86%
12. Arrest Based On:		
a. Violation of Penal Code	137	1.22%
i. Alaska/ Native American/ Indian	1	0.73%
ii. Asian/ Pacific Islander	3	2.19%
iii. Black	52	37.96%
iv. White	55	40.15%
v. Hispanic/ Latino	26	18.98%
b. Violation of Traffic Law	47	0.42%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.13%
iii. Black	14	29.79%
iv. White	17	36.17%
v. Hispanic/ Latino	15	31.91%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	114	1.01%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	1.75%
iii. Black	57	50.00%
iv. White	41	35.96%
v. Hispanic/ Latino	14	12.28%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	11244	100.00%
i. Alaska/ Native American/ Indian	5	0.04%
ii. Asian/ Pacific Islander	718	6.39%
iii. Black	4202	37.37%
iv. White	5129	45.62%
v. Hispanic/ Latino	1190	10.58%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received:	1
---	---

REPORT DATE COMPILED 01/26/2024

Racial Profiling Report | Full

Agency Name: MANVEL POLICE DEPARTMENT
Reporting Date: 01/26/2024
TCOLE Agency Number: 039214

Chief Administrator: THOMAS K. TRAYLOR

Agency Contact Information:
Phone: (281) 489-1212
Email: ktraylor@manvelpd.org

Mailing Address:
6615 MASTERS RD
MANVEL, TX 77578-4728

This Agency filed a full report

MANVEL POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the MANVEL POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the MANVEL POLICE DEPARTMENT if the individual believes that a peace officer employed by the MANVEL POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the MANVEL POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the MANVEL POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The MANVEL POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Keith Traylor
Chief of Police

Date: 01/26/2024

Total stops: 11244

Street address or approximate location of the stop

City street	4735
US highway	0
County road	1957
State highway	4132
Private property or other	420

Was race or ethnicity known prior to stop?

Yes	96
No	11148

Race / Ethnicity

Alaska Native / American Indian	5
Asian / Pacific Islander	718
Black	4202
White	5129
Hispanic / Latino	1190

Gender

Female	4241
Alaska Native / American Indian	2
Asian / Pacific Islander	233
Black	1769
White	1948
Hispanic / Latino	289
Male	7003
Alaska Native / American Indian	3
Asian / Pacific Islander	485
Black	2433
White	3181
Hispanic / Latino	901

Reason for stop?

Violation of law	38
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	9
White	16

Hispanic / Latino	11
Preexisting knowledge	37
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	11
White	16
Hispanic / Latino	8
Moving traffic violation	5336
Alaska Native / American Indian	5
Asian / Pacific Islander	432
Black	2028
White	2379
Hispanic / Latino	492
Vehicle traffic violation	5833
Alaska Native / American Indian	0
Asian / Pacific Islander	282
Black	2154
White	2718
Hispanic / Latino	679
Was a search conducted?	
Yes	385
Alaska Native / American Indian	1
Asian / Pacific Islander	6
Black	180
White	138
Hispanic / Latino	60
No	10859
Alaska Native / American Indian	4
Asian / Pacific Islander	712
Black	4022
White	4991
Hispanic / Latino	1130
Reason for Search?	
Consent	43
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	8
White	25

Hispanic / Latino	8				
Contraband	7				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	3				
White	2				
Hispanic / Latino	2				
Probable	224				
Alaska Native / American Indian	0				
Asian / Pacific Islander	2				
Black	129				
White	67				
Hispanic / Latino	26				
Inventory	70				
Alaska Native / American Indian	1				
Asian / Pacific Islander	2				
Black	21				
White	29				
Hispanic / Latino	17				
Incident to arrest	41				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	19				
White	15				
Hispanic / Latino	7				
Was Contraband discovered?					
Yes	279				
		Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	1	Yes	0	No	1
Asian / Pacific Islander	5	Yes	3	No	0
Black	132	Yes	22	No	31
White	96	Yes	24	No	21
Hispanic / Latino	45	Yes	7	No	17
No	106				
Alaska Native / American Indian	0				
Asian / Pacific Islander	1				
Black	48				
White	42				
Hispanic / Latino	15				

Description of contraband	
Drugs	139
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	76
White	45
Hispanic / Latino	15
Weapons	9
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	4
Hispanic / Latino	2
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	31
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	13
White	8
Hispanic / Latino	10
Stolen property	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	0
Hispanic / Latino	1
Other	97
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	39
White	39
Hispanic / Latino	17
Result of the stop	
Verbal warning	1178

Alaska Native / American Indian	1
Asian / Pacific Islander	84
Black	412
White	494
Hispanic / Latino	187
Written warning	6502
Alaska Native / American Indian	3
Asian / Pacific Islander	445
Black	2485
White	3190
Hispanic / Latino	379
Citation	3266
Alaska Native / American Indian	0
Asian / Pacific Islander	183
Black	1182
White	1332
Hispanic / Latino	569
Written warning and arrest	77
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	25
White	42
Hispanic / Latino	7
Citation and arrest	45
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	21
White	16
Hispanic / Latino	6
Arrest	176
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	77
White	55
Hispanic / Latino	42
Arrest based on	
Violation of Penal Code	137
Alaska Native / American Indian	1
Asian / Pacific Islander	3

Black	52
White	55
Hispanic / Latino	26
Violation of Traffic Law	47
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	14
White	17
Hispanic / Latino	15
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	114
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	57
White	41
Hispanic / Latino	14

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	11244
Alaska Native / American Indian	5
Asian / Pacific Islander	718
Black	4202
White	5129
Hispanic / Latino	1190

Number of complaints of racial profiling

Total	1
Resulted in disciplinary action	0
Did not result in disciplinary action	1

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: February 5, 2024

Consent Agenda

TOPIC:

Acceptance of infrastructure improvements for Meridiana Detention Basin A-2 and Detention Basin B-2 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.

MyGov #23-001073

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
Dan Johnson

FINANCE DIRECTOR APPROVAL N/A

CITY MANAGER APPROVAL: Yes



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: February 5, 2024

TOPIC: Final acceptance of infrastructure improvements for Manvel Town Center Waterline Interconnect and release the associated maintenance bond.

BACKGROUND: City Staff has conducted a final acceptance walk-through for Manvel Town Center Waterline Interconnect on January 24, 2024, to conclude the maintenance period which began on January 17, 2023. All punch list items have been addressed.

STAFF RECOMMENDATION: Staff recommends City Council accept the infrastructure improvements for this project and release the associated maintenance bonds.

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 _____



CITY COUNCIL DATA SHEET

MEETING DATE: February 5, 2024

Consent Agenda

TOPIC:

MUD43 Elevated Storage Tank Site Deed Acceptance

BACKGROUND:

Per Plat Note 23 of the Recorded Plat for Del Bello Lakes Section 8,
"Reserve D is restricted to Elevated Storage Tank Use. Reserve D will be deeded to the City of Manvel after recording of this plat."

The Plat has indeed been recorded with Brazoria County, and on February 2, 2024, MUD 43 approved the transfer of the Deed to the City of Manvel.

Per the Recorded Plat, Reserve D is 1.785 acres.

RECOMMENDATION:

Staff recommends acceptance of this Deed in order for the construction of the Elevated Storage Tank to commence.

ATTACHMENTS:

1. Deed
2. Del Bello Lakes Section 8 Recorded Plat

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER
Dan Johnson

FINANCE DIRECTOR APPROVAL ☒

CITY MANAGER APPROVAL: ☒

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
1.785 Acres

Effective Date:

February 2, 2024

Grantor:

Brazoria County Municipal Utility District No. 43, a political subdivision of the State of Texas

Grantor's Mailing Address:

202 Century Square Blvd
Sugar Land, TX 77478

Grantee:

The City of Manvel, Texas, a municipal corporation

Grantee's Mailing Address:

20031 Highway 6,
Manvel, TX 77578

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Property (including any improvements):

That certain 1.785 acre tract of land located in Brazoria County, Texas, described as Reserve D on the plat of Del Bello Lakes Section 8, recorded in the Official Public Records of Brazoria County, Texas, under Clerk's File Number 2023017218 ("Property").

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. However, Grantor, for itself and on behalf of its successors and assigns, hereby waives and releases all rights of ingress and egress to and from the surface of the Property relating to the mineral estate reserved by Grantor.

Exceptions to Warranty:

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Property and appearing of record in the Official Public Records of Brazoria County, Texas, to the extent the same are in effect and validly enforceable against the Property ("Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of Grantee's rights in the Property and use of the Property.

Grant of Property:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys and does hereby grant, sell, and convey to Grantee and Grantee's heirs, successors, and assigns the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from Conveyance and Exceptions to Warranty.

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

[Execution page follows.]

The individual signing this instrument on behalf of Grantor represents that it has the requisite authority to bind Grantor.

EXECUTED on February 2, 2024.

GRANTOR:

Brazoria County Municipal Utility District No. 43, a political subdivision of the State of Texas

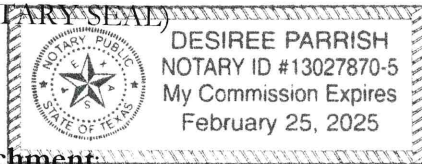
By: MM
Name: Steve Sheldon
Title: President

STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on February 2, 2024, by Steve Sheldon, President of Brazoria County Municipal Utility District No. 43, a political subdivision of the State of Texas, on behalf of said entity.

(NOTARY SEAL)



Desiree Parrish
Notary Public, State of Texas

Attachment:

None

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, SHEA HOMES HOUSTON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING, BY AND THROUGH Keith Luechtefeld, Vice President, ADVISE THAT THE OWNERS, HEREINAFTER REFERRED TO AS OWNERS OF THE PROPERTY SUBDIVIDED IN THE PLAT OF DEL BELLO LAKES SECTION 8, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID COMPANY, ACTING BY AND THROUGH SAID OFFICIALS, BUILDING LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

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

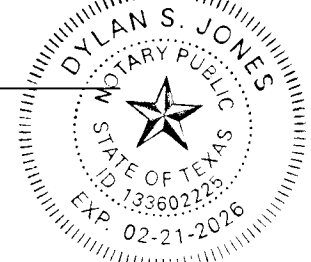
FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET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

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION OF DEL BELLO LAKES SECTION 8 WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION AND DO HEREBY WAIVE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY HERETO, SHEA HOMES HOUSTON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Keith Luechtefeld, ITS Vice President, WHEREUNTO AUTHORIZED, ATTESTED BY Robert Santini, ITS Authorized Agent.
THIS 2nd DAY OF March, 2023.

SHEA HOMES HOUSTON, LLC.
A DELAWARE LIMITED LIABILITY COMPANYBy: Keith Luechtefeld
PRINTED NAME: Keith LuechtefeldATTEST: Robert SantiniPRINTED NAME: Robert SantiniSTATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Keith Luechtefeld and Robert Santini, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 2nd DAY OF March, 2023.Dylan S. Jones
NOTARY PUBLIC AND FOR THE STATE OF TEXAS

I, GARY D. NUTTER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION IS TRUE AND CORRECTLY WAS PREPARED FROM AN ACTUAL BOUNDARY SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION ACCORDING TO THE STANDARDS OF PRACTICE OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS; THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST STREET INTERSECTION THAT THE BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE/TANGENCY AND INTERIOR CORNERS OF THIS SUBDIVISION WERE NOT SET AT THE TIME THIS PLAT WAS SIGNED BY ME AND THAT THESE CORNERS ARE TO BE SET AFTER CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND FINALLY LOT GRADING WITHIN THE SUBDIVISION; AND THAT ALL PREVIOUSLY EXISTING PROPERTY MARKERS ARE SUFFICIENTLY DESCRIBED ON THIS DOCUMENT AS FOUND AND ALL SET MARKERS ARE A MINIMUM OF 5/8-INCH DIAMETER IRON ROD WITH SURVEYOR'S CAP.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Gary D. Nutter
GARY D. NUTTER, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5659APPROVED BY THE BOARD OF COMMISSIONERS ON 02/26/2023

BRAZORIA DRAINAGE DISTRICT NO. 4

DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICTS ENGINEER WHO HAS REVIEWED ALL RULES PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICTS "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE DISTRICT'S "RULES, REGULATIONS AND GUIDELINES" AND THESE APPROVED DRAINAGE PLANS AND/OR PLAT, THE DISTRICT'S "RULES, REGULATIONS & GUIDELINES" SHALL GOVERN AND PREVAIL. ANY APPROVED VARIANCES SHALL BE ITEMIZED ON THE COVER SHEET AND PLACED ON THE APPROPRIATE SHEET WHERE APPLICABLE. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

BDD4 REF. ID #23-000008

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF DEL BELLO LAKES SECTION 8 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 10th DAY OF APRIL, 2023.

Raymond R. Li
PLANNING, DEVELOPMENT, AND ZONING COMMISSION

BRAZORIA DRAINAGE DISTRICT NO. 4 NOTES:

1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERRECTED IN A DRAINAGE EASEMENT, ACCESS EASEMENT, OR FEE STRIP.
3. 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.
4. 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.
5. 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.
6. 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.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. 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.
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND RECONSTRUCTING OF 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.
10. 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.
11. AN AS-BUILT CERTIFICATE AND AS-BUILT SURVEY ARE REQUIRED TO BE SUBMITTED TO THE DISTRICT BEFORE A CERTIFICATE OF COMPLIANCE CAN BE ISSUED. CONTACT THE DISTRICT'S INSPECTOR FOR FURTHER CLARIFICATION.
12. ALL DRAINAGE PLANS AND PLATS SHALL BE IN CONFORMANCE 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.
13. ALL ABOVE-GROUND IMPROVEMENTS MUST BE POSITIONED WITHIN THE NORTHERNMOST 10' OF THE D.E./U.E.

BEING 12.908 ACRES (562,262 SQUARE FEET) OF LAND LOCATED IN THE A. C. H. & B. R. R. CO. SURVEY, SECTION 93 ALSO KNOWN AS THE KATE R. EHRLMANN SURVEY, ABSTRACT 459, OF BRAZORIA COUNTY, TEXAS, MORE PARTICULARLY BEING A PORTION OF THAT CERTAIN CALLED 63.882 ACRE TRACT CONVEYED TO SHEA HOMES HOUSTON, LLC, BY AN INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2020049110, IN THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.D.R.), SAID 12.908 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJUSTMENT)):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LA THOMPSON" FOUND FOR THE NORTHWEST CORNER OF SAID 63.882 ACRE TRACT, SAID POINT BEING ON THE SOUTH LINE OF LOT 19, BLOCK 90, OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS (B.C.D.R.), SAID LOT 19 CONVEYED TO JOHN HALL, TRUSTEE BY AN INSTRUMENT OF RECORD IN VOLUME 1545, PAGE 659, OF THE DEED OF SAID BRAZORIA COUNTY, TEXAS (B.C.D.R.), SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 288 (420 FEET WIDE) AS DESCRIBED IN VOLUME 1045, PAGE 396, B.C.D.R.;

THENCE, NORTH 86° 46' 02" EAST, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 288 AND ALONG THE SOUTH LINE OF SAID LOT 19 AND A NORTH LINE OF SAID 63.882 ACRE TRACT, 233.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LA THOMPSON" FOUND FOR A NORTH CORNER OF SAID 63.882 ACRE TRACT, THE SOUTHEAST CORNER OF SAID LOT 19, AND ON THE WEST LINE OF THAT CERTAIN CALLED 14.1479 ACRE TRACT (DESCRIBED AS TRACT E) CONVEYED TO VDB PARTNERS, LTD. BY AN INSTRUMENT OF RECORD IN FILE NUMBERS 99-050834, 99-050835 AND 2006000853, IN THE OFFICIAL RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.D.R.);

THENCE, SOUTH 03° 08' 38" EAST, ALONG AN EAST LINE OF SAID 63.882 ACRE TRACT AND THE WEST LINE OF SAID 14.1479 ACRE TRACT, 333.68 FEET TO A 5/8-INCH IRON ROD FOUND FOR A NORTH CORNER OF SAID 63.882 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 14.1479 ACRE TRACT;

THENCE, NORTH 86° 42' 53" EAST, ALONG A NORTH LINE OF SAID 63.882 ACRE TRACT AND THE SOUTH LINE OF SAID 14.1479 ACRE TRACT, AT 284.5 FEET PASS A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" PREVIOUSLY SET MARKING THE SOUTHEAST CORNER OF SAID 14.1479 ACRE TRACT, SAME BEING ON THE WEST RIGHT-OF-WAY LINE OF A 60 FOOT WIDE GRAVEL ROAD (AKA IOWA LANE) AS ADOPTED BY ORDER NO. 12 OF THE COMMISSIONERS COURT, ON JUNE 25, 1987, OF SAID COUNTY, TEXAS (B.C.D.R.), SAID LOT 19 CONVEYED TO JOHN HALL, TRUSTEE BY AN INSTRUMENT OF RECORD IN VOLUME 1545, PAGE 659, OF THE DEED OF SAID BRAZORIA COUNTY, TEXAS (B.C.D.R.), SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 288 (420 FEET WIDE) AS DESCRIBED IN VOLUME 1045, PAGE 396, B.C.D.R.;

THENCE, SOUTH 03° 17' 07" EAST, DEPARTING THE NORTH LINE OF SAID 63.882 ACRE TRACT, 23.79 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 105.55 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 28° 52' 02", AND A CHORD WHICH BEARS SOUTH 09° 43' 08" EAST, 105.33 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, SOUTH 16° 09' 09" EAST, 61.95 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 34.74 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79° 36' 40", AND A CHORD WHICH BEARS SOUTH 55° 57' 00" EAST, 32.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, SOUTH 05° 45' 49" EAST, 60.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 9.52 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 02° 28' 42", AND A CHORD WHICH BEARS NORTH 85° 28' 32" EAST, 9.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, NORTH 86° 42' 53" EAST, 16.45 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, SOUTH 03° 17' 07" EAST, 125.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, SOUTH 48° 17' 07" EAST, 14.14 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, SOUTH 77° 49' 25" WEST, 61.26 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, SOUTH 53° 26' 38" WEST, 35.89 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, SOUTH 22° 07' 12" WEST, 45.89 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, SOUTH 02° 02' 13" EAST, 56.29 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, SOUTH 03° 17' 06" EAST, 143.04 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, SOUTH 12° 10' 31" WEST, 143.72 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 208.35 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 251.00 FEET, A CENTRAL ANGLE OF 47° 33' 40", AND A CHORD WHICH BEARS SOUTH 02° 37' 00" EAST, 202.42 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 190.71 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 28° 45' 17", AND A CHORD WHICH BEARS NORTH 61° 32' 35" WEST, 188.71 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

THENCE, 38.95 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89° 15' 34", AND A CHORD WHICH BEARS NORTH 31° 17' 27" WEST, 35.13 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, NORTH 76° 39' 40" WEST, 60.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 7.90 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 00° 43' 08", AND A CHORD WHICH BEARS SOUTH 12° 58' 46" WEST, 7.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

THENCE, 37.17 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85° 11' 00", AND A CHORD WHICH BEARS SOUTH 55° 12' 42" WEST, 33.84 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, NORTH 82° 11' 48" WEST, 55.02 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 61.86 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 19° 41' 27", AND A CHORD WHICH BEARS NORTH 72° 21' 04" WEST, 61.56 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, NORTH 19° 47' 53" EAST, 208.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, NORTH 08° 24' 38" EAST, 52.33 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, NORTH 03° 00' 06" WEST, 58.56 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, NORTH 11° 47' 58" WEST, 123.83 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, SOUTH 78° 12' 02" WEST, 72.27 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER;

THENCE, NORTH 80° 41' 06" WEST, 280.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR CORNER ON THE ARC OF A CURVE ON THE EAST RIGHT-OF-WAY LINE OF THE AFOREMENTIONED STATE HIGHWAY NO. 288, THE BEGINNING OF A CURVE;

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 288, AND 731.10 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 11,669.16 FEET, A CENTRAL ANGLE OF 03° 35' 23", AND A CHORD WHICH BEARS NORTH 06° 28' 35" EAST, 730.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.908 ACRES OF LAND.

NOTES:

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF MANVEL.

2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY CHARTER TITLE COMPANY, ORDER NO. 2021-0782, DATED February 28, 2023. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.

3. FIVE-EIGHTHS INCH (5/8") IRON RODS WITH PLASTIC CAP MARKED "LIA SURVEY," THREE FEET IN LENGTH, HAVE BEEN SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED. CORNER MONUMENTS WILL BE SET AFTER CONSTRUCTION AND BEFORE RECDORDATION OF THE ASSOCIATED SUBDIVISION PLAT.

4. PROJECT BENCHMARK: "SOUTHPORT" NGS PID NO. AW5460 IS A STAINLESS STEEL ROD LOCATED 0.5 MILE WEST OF ARCOLA AT THE HOUSTON SOUTHWEST AIRPORT. THE STATION IS LOCATED 129.6 FEET NORTHWEST OF THE EASTERNMOST END OF RUNWAY 27 APPROACH LIGHT, AND 59.2 FEET FROM NORTH OF THE FIRST RUNWAY LIGHT FOR RUNWAY 27.

ELEVATION = 63.5 FEET, NGVD 29 (1987 ADJUSTMENT)
SUBTRACT 0.60 FEET TO CONVERT TO THE BRAZORIA DRAINAGE DISTRICT NO. 4 DATUM NAVD83 (GEOID 2003)

SITE TM1: (CPB RESET) IS A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA CONTROL" LOCATED APPROX. 3.5 FEET EAST OF THE EDGE OF GRAVEL ON IOWA LANE (CR 58) AND APPROX. 5000' NORTH OF STATE HIGHWAY 6. ALSO BEING APPROX. 36.4 FEET NORTHWEST FROM A UTILITY POLE ALONG THE EAST RIGHT-OF-WAY LINE OF IOWA LANE, AND 20 FEET SOUTH OF A CULVERT UNDER IOWA LANE FOR A DRAINAGE DITCH TO THE EAST.

ELEVATION 55.27 NGVD29 (1987 ADJUSTMENT)

5. BDD4 BENCHMARK: A BRASS DISK STAMPED "CR58-1" SET ON A CONCRETE HEADWALL AT THE INTERSECTION OF OUTFALL "A" AND THE NORTH SIDE OF CR 58, IN KEY MAP 652G NEAR CR58 WEST DETENTION.

ELEVATION = 59.14 FEET, NAVD83 (GEOID 2003)
ADD 0.60 FEET TO CONVERT TO THE PROJECT DATUM NGVD 29 (1987 ADJUSTMENT)

6. BY GRAPHICAL PLOTTING, THE SUBJECT TRACT DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA. THE SUBJECT TRACT DOES LIE WITHIN ZONE "X" (UNSHADED, ON THE FIRM MAP), ZONE X (UNSHADED) IS DEFINED AS "AREAS DETERMINED TO BE ENTIRELY OUTSIDE THE 500-YEAR FLOODPLAIN," AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS, MAP NOS. 48039C0020K AND 48039C0110K, EFFECTIVE DATE DECEMBER 30, 2020. ACCORDING TO SAID MAP, THE DEL BELLO LAKES DEVELOPMENT IS ENTIRELY OUTSIDE THE LIMITS OF THE FLOODWAY AND THE 100-YEAR FLOODPLAIN.

7. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.

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

9. THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR OF 0.99986357.

10. ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDER(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE OWNER.

11. BOUNDARY CLOSURE CALCULATIONS IS AT LEAST 1:15,000.

12. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MANVEL AND BRAZORIA DRAINAGE DISTRICT NO. 4.

13. THIS PROPERTY IS LOCATED WHOLLY WITHIN PROPOSED BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 4, THE CITY OF MANVEL AND ALVIN INDEPENDENT SCHOOL DISTRICT, AT THE TIME OF PLATING.

14. NO PIPELINE OR PIPELINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.

15. 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.

16. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN MUST BE ELEVATED TO THE F.E.M.A. BASE FLOOD ELEVATION. NO BUILDING PERMITS WILL BE ISSUED IN A FLOODPLAIN BELOW THE BASE FLOOD ELEVATION (B.F.E.). CONTACT THE FLOOD PLAIN ADMINISTRATOR'S OFFICE FOR SPECIFIC INFORMATION.

17. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY PLANNING DEVELOPMENT AND ZONING COMMISSION. IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY PLANNING DEVELOPMENT AND ZONING COMMISSION.

18. THE DEVELOPMENT REGULATIONS AND CITY PERMITS ARE REQUIRED ON ALL PROPERTY.

19. ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RESUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

20. ANY IMPROVEMENTS CROSSING THE 75' DRAINAGE EASEMENT AND STATE DITCH MUST MAINTAIN 20' UNOBSTRUCTED ACCESS TO BOTH SIDES OF THE DITCH.

21. BRAZORIA COUNTY DRAINAGE DISTRICT NO. 4 WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE EASEMENT LOCATED WITHIN RESERVE "C" AND THE STATE DITCH ONLY. BRAZORIA COUNTY DRAINAGE DISTRICT NO. 4 WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ANYTHING OUTSIDE OF THEIR EASEMENT OR STATE DITCH LOCATED WITHIN RESERVE "C". BRAZORIA COUNTY DRAINAGE DISTRICT NO. 4 WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF THE RETAINING WALL LOCATED OUTSIDE OF THEIR DRAINAGE EASEMENT. THE HOMEOWNER'S ASSOCIATION AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 43 WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RETAINING WALL.

22. ON JULY 5, 2022, CITY OF MANVEL CITY COUNCIL APPROVED A VARIANCE REQUEST TO NOT CONSTRUCT HALF OF THE 40' COUNTY ROADWAY RECORDED IN VOLUME 2, PAGE 98, B.C.D.R., THE CONSTRUCTION OF THE ROAD WILL NOT BE THE RESPONSIBILITY OF BEAUDD 45, THE H.O.A. OR THE DEVELOPER. (SEE NOTE 23)

23. RESERVE "b" IS RESTRICTED TO ELEVATED STORAGE TANK USE. RESERVE "d" WILL BE DEDED TO THE CITY OF MANVEL AFTER THE RECORDING OF THIS PLAT.

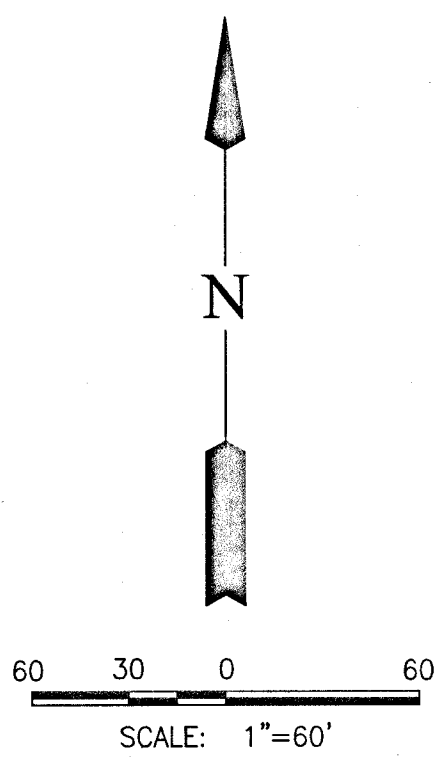
24. THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) EITHER 18 INCHES ABOVE THE TOP OF CURB ELEVATION FOR A CURB STREET (2) 24 INCHES ABOVE THE 100 YEAR FLOODPLAIN WATER SURFACE ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN (3) 12 INCHES ABOVE FINISHED GRADE.

25. IN ACCORDANCE WITH THE VARIANCE APPROVED BY THE CITY OF MANVEL CITY COUNCIL ON JULY 6, 2022, THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED UNDER F.N. 2022042544, B.C.D.R.

FINAL PLAT OF DEL BELLO LAKES SECTION 8

A SUBDIVISION OF 12.908 ACRES OF LAND SITUATED IN THE
A.C.H. & B. R.R. COMPANY SURVEY, SECTION 90, ALSO KNOWN AS
KATE R. EHRLMANN SURVEY, ABSTRACT 459, BRAZORIA COUNTY, TEXAS.

30 LOTS 7 RESERVES (4.291 ACRES) 2 BLOCKS



STATE HIGHWAY NO. 288
VOL. 1045, PG. 396
B.C.D.R.

P.O.B.
NAD83 GRID COORDINATES
X= 3,117,331.96
Y= 13,745,843.96

JOHN HALL, TRUSTEE
VOL. 1545, PG. 659
B.C.D.R.

ALLISON RICHEY GULF COAST
HOME COMPANY
PART OF SUBURBAN GARDENS
VOL. 2, PG. 98
B.C.P.R.

LOT 19
SEC. 90

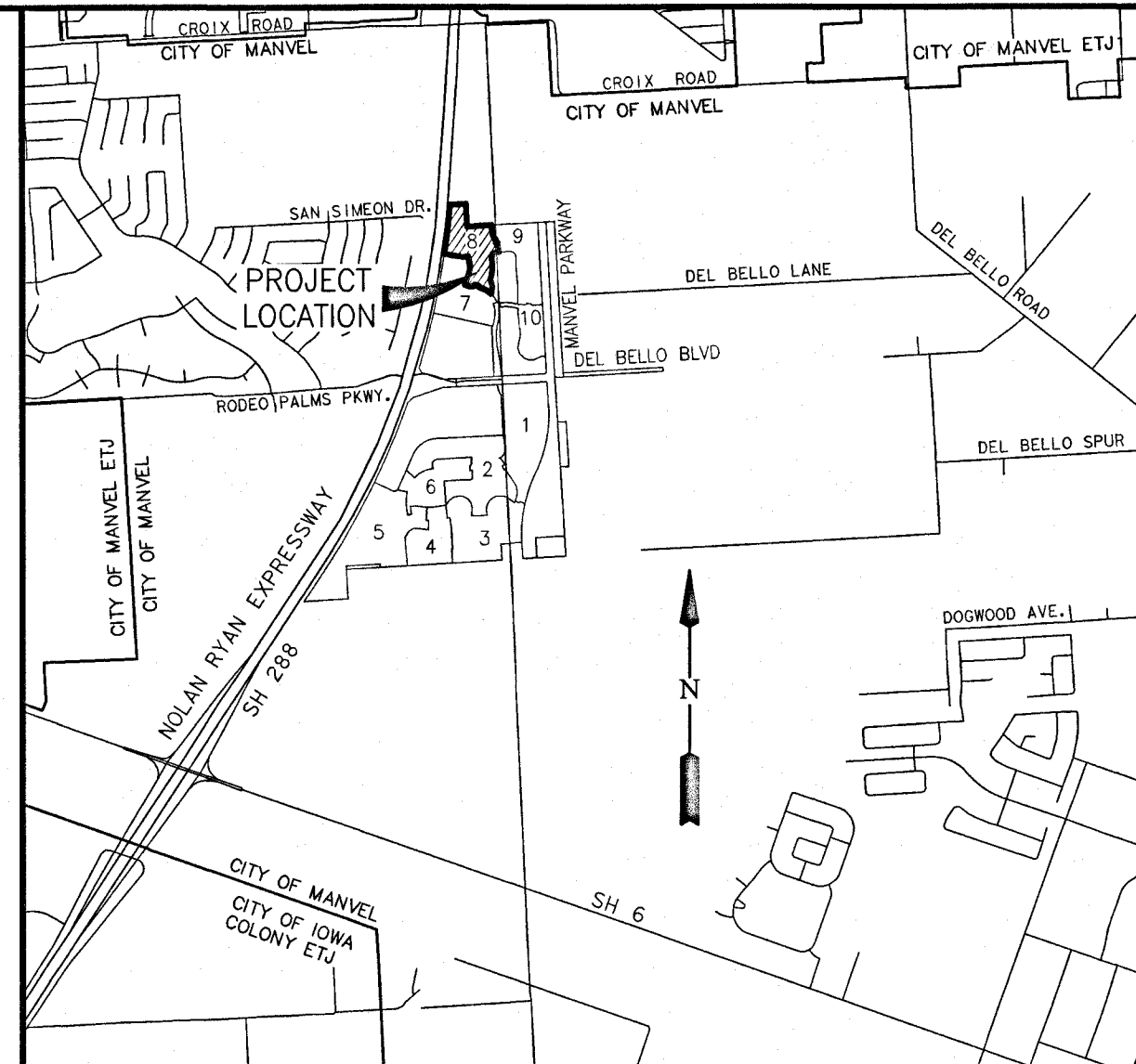
N 86°46'02" E 233.63'
FND. 5/8" IRON ROD
W/CAP
STAMPED LA THOMPSON

40' COUNTY ROADWAY
VOL. 2, PG. 98, B.C.P.R.
THIS 0.05 AC/2,370.95 SQ. FT.
R.O.W. EASEMENT DEDICATED TO
THE PUBLIC

RESERVE "D"

VDB PARTNERS, LTD.
CALLED 14.1479 ACRES
(TRACT "E")
F.N. 99-050834
F.N. 99-050835 AND
F.N. 2006000883
B.C.O.R.

VDB PARTNERS, LTD.
CALLED 46.8412 ACRES
(TRACT "D")
F.N. 99-050834; F.N. 99-050835
AND F.N. 2006000883
B.C.O.R.



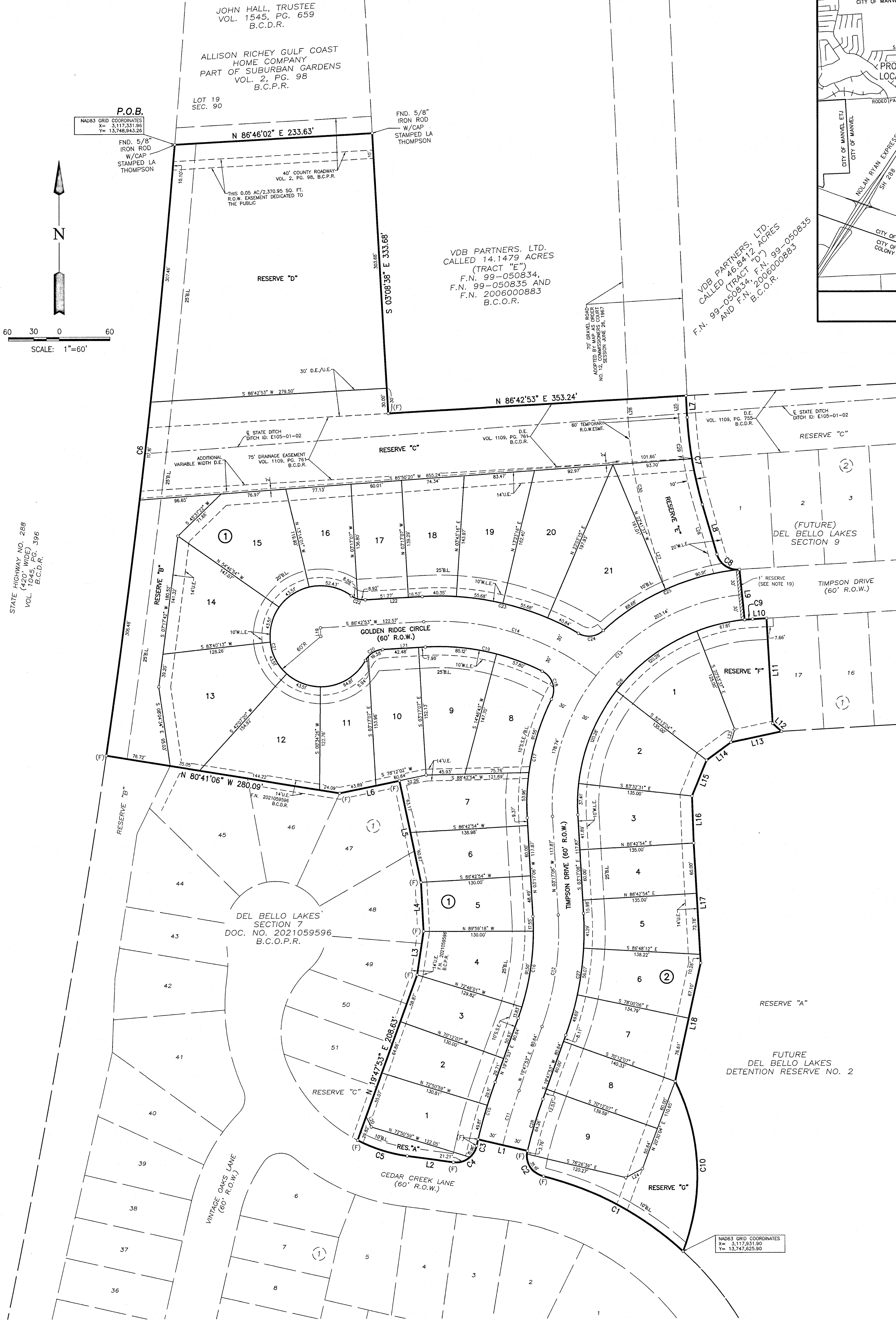
VICINITY MAP
SCALE: 1" = 1/2 MILE
KEY MAP NO. 653J

LOT	SQ. FT.	LOT WIDTH AT FRONT BL.
BLOCK 1		
LOT 1	8,598	65.05'
LOT 2	8,048	60.01'
LOT 3	8,035	63.62'
LOT 4	9,424	83.68'
LOT 5	8,107	64.60'
LOT 6	8,069	60.00'
LOT 7	9,483	64.22'
LOT 8	9,723	77.51'
LOT 9	10,477	84.81'
LOT 10	9,354	61.46'
LOT 11	8,368	68.40'
LOT 12	11,720	60.70'
LOT 13	14,882	60.70'
LOT 14	11,623	60.70'
LOT 15	12,829	60.70'
LOT 16	8,177	63.49'
LOT 17	8,325	60.00'
LOT 18	9,218	60.15'
LOT 19	10,408	60.04'
LOT 20	12,639	60.04'
LOT 21	18,614	71.17'

LOT	SQ. FT.	LOT WIDTH AT FRONT BL.
BLOCK 2		
LOT 1	11,304	105.29'
LOT 2	11,352	105.29'
LOT 3	9,185	74.94'
LOT 4	8,100	60.00'
LOT 5	8,822	60.28'
LOT 6	9,101	60.04'
LOT 7	9,166	61.30'
LOT 8	8,398	60.00'
LOT 9	9,985	77.75'

LEGEND

- B.L. INDICATES BUILDING LINE
- D.E. INDICATES DRAINAGE EASEMENT
- U.E. INDICATES UTILITY EASEMENT
- D.E./U.E. INDICATES UTILITY & DRAINAGE EASEMENT
- W.L.E. INDICATES WATERLINE EASEMENT
- STM.S.E. INDICATES STORM SEWER EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- E.E. INDICATES ELECTRICAL EASEMENT
- A.E. INDICATES ACCESS EASEMENT
- B.C.P.R. INDICATES BRAZORIA COUNTY PLAT RECORDS
- B.C.O.R. INDICATES BRAZORIA COUNTY OFFICIAL RECORDS
- B.C.D.R. INDICATES BRAZORIA COUNTY DEED RECORDS
- B.C.O.P.R. INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
- B.C.M.U.D. INDICATES BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT
- DOC. NO. INDICATES DOCUMENT NUMBER
- F.N. INDICATES FILE NUMBER
- VOL. INDICATES VOLUME
- PG. INDICATES PAGE
- P.O.B. INDICATES POINT OF BEGINNING
- R.O.W. INDICATES RIGHT-OF-WAY
- (F) FOUND 5/8 INCH IRON ROD WITH STAMPED "LJA SURVEY"
- FND. INDICATES FOUND
- I.R. INDICATES IRON ROD



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 76°39'40" W	60.00'
L2	N 82°11'48" W	55.02'
L3	N 08°24'38" E	52.33'
L4	N 03°00'06" W	58.56'
L5	N 11°47'58" W	123.83'
L6	S 78°12'02" W	72.27'
L7	S 03°17'07" E	25.79'
L8	S 16°09'09" E	61.95'
L9	S 05°45'49" E	60.00'
L10	N 86°42'53" E	16.45'
L11	S 03°17'07" E	125.00'
L12	S 48°17'07" E	14.14'
L13	S 77°49'25" W	61.26'
L14	S 53°26'33" W	35.89'
L15	S 22°07'12" W	45.89'
L16	S 02°02'13" E	56.29'
L17	S 03°17'06" E	143.04'
L18	S 12°10'31" W	143.72'
L19	S 03°17'07" E	10.00'
L20	N 26°31'33" W	13.81'
L21	S 86°42'53" W	50.45'
L22	N 86°42'53" E	67.79'
L23	S 16°16'30" W	15.94'
L24	N 62°01'43" E	22.46'
L25	N 03°17'07" W	25.79'
L26	N 16°09'09" W	82.66'
L27	N 16°09'09" W	84.82'
L28	N 03°17'07" W	25.79'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	380.00'	28°45'17"	190.71'	N 61°32'35" W	188.71'
C2	25.00'	89°15'34"	38.95'	N 31°17'27" W	35.13'
C3	630.00'	0°43'08"	7.90'	S 12°58'46" W	7.90'
C4	25.00'	89°11'00"	37.17'	S 55°12'42" W	33.84'
C5	180.00'	19°41'27"	61.88'	N 72°21'04" W	61.56'
C6	11669.16'	3°35'23"	731.10'	N 06°28'35" E	730.98'
C7	470.00'	12°52'02"	105.55'	S 09°43'08" E	105.33'
C8	25.00'	79°36'40"	34.74'	S 55°57'29" E	32.01'
C9	220.00'	2°28'42"	9.52'	N 89°28'32" E	9.52'
C10	251.00'	47°33'40"	208.35'	S 02°37'00" E	202.42'
C11	600.00'	6°27'33"	67.64'	N 16°34'07" E	67.60'
C12	335.00'	23°04'59"	134.96'	N 08°15'24" E	134.05'
C13	250.00'	67°31'17"	381.88'	N 40°28'32" E	345.82'
C14	300.00'	41°43'36"	218.48'	N 72°25'19" W	213.68'
C15	630.00'	6°27'33"	71.02'	N 16°34'07" E	70.98'
C16	305.00'	23°04'59"	122.88'	N 08°15'24" E	122.05'
C17	280.00'	29°46'33"	145.51'	N 11°36'11" E	143.88'
C18	25.00'	89°26'46"	39.03'	N 18°13'56" W	35.18'
C19	270.00'	30°19'48"	142.93'	N 78°07'13" W	141.26'
C20	25.00'	58°02'03"	25.32'	S 57°41'51" W	24.25'
C21	60.00'	278°09'12"	291.28'	N 12°14'34" W	78.61'
C22	25.00'	40°07'09"	17.51'	S 73°13'32" E	17.15'
C23	330.00'	33°25'47"	192.54'	S 76°34'14" E	189.82'
C24	25.00'	72°39'21"	31.70'	N 83°48'59" E	28.82'
C25	280.00'	36°44'52"	179.58'	N 65°51'45" E	176.52'
C26	220.00'	67°31'17"	336.06'	S 40°28'32" W	304.32'
C27	365.00'	23°04'59"	147.05'	S 08°15'24" W	146.06'
C28	570.00'	6°27'33"	64.26'	S 16°34'07" W	64.22'
C29	480.00'	12°52'02"	107.80'	S 09°43'08" E	107.57'
C30	540.00'	12°52'02"	121.27'	S 09°43'08" E	121.02'

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.055	2,375	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	0.411	17,883	RESTRICTED TO LANDSCAPE/OPEN SPACE
C	1.386	60,377	RESTRICTED TO DRAINAGE/OPEN SPACE
D	1.785	77,737	RESTRICTED TO ELEVATED STORAGE TANK
E	0.272	11,843	RESTRICTED TO OPEN SPACE/ACCESS EASEMENT
F	0.203	8,842	RESTRICTED TO LANDSCAPE/OPEN SPACE
G	0.291	12,685	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	4.403	191,742	

FINAL PLAT OF
DEL BELLO LAKES
SECTION 8

A SUBDIVISION OF 12.908 ACRES OF LAND SITUATED IN THE
A.C.H. & B. R.R. COMPANY SURVEY, SECTION 90, ALSO KNOWN AS
KATE R. EHRMANN SURVEY, ABSTRACT 459, BRAZORIA COUNTY, TEXAS.

30 LOTS 7 RESERVES (4.291 ACRES) 2 BLOCKS
MARCH 7, 2023 JOB NO. 2660-2108

OWNERS:

SHEA HOMES HOUSTON, LLC.
A DELAWARE LIMITED LIABILITY COMPANY
KEITH LUECHTEFELD, VICE PRESIDENT
7906 N. SAM HOUSTON PARKWAY W, SUITE 250, HOUSTON, TEXAS 77064
PH: 832-437-6126

SURVEYOR:

ENGINEER:

LJA Surveying, Inc.
3600 W. Sam Houston Parkway S.
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

2023017218
Brazoria County - Joyce Hudman, County Clerk
8/19/2023 03:33 PM
Total Pages: 2
Fee: 223.00



CITY COUNCIL DATA SHEET

MEETING DATE: February 5, 2024

Regular Agenda

TOPIC:

Contract with Kendig Keast Collaborative (KKC) on the joint Strategic, Comprehensive, and Master Thoroughfare Plans.

BACKGROUND:

This item relates to the development of a Strategic Plan and updates to the City's Comprehensive and Master Thoroughfare plans. Funding for this project was included in the FY2023-2024 budget. The project has a total cost of \$250,000.

The bidding process ran from August 7 - September 5, 2023. After an intensive evaluation process, Kendig Keast Collaborative was selected for the project and brought to Council for review. At the September 18, 2023, City Council Meeting, City Council directed staff to begin contract negotiations with Kendig Keast Collaborative. Staff held a Project Scope Meeting in December and was provided a Scope of Services draft at the end of the month. Since then, staff has approved the Scope of Services and finalized contract negotiations.

This is a 12-month project that will first involve the community providing valuable insights on its goals for the future of Manvel, and then outline how we can meet those goals.

RECOMMENDATION:

Staff recommends approval of the contract.

ATTACHMENTS:

Exhibit A – Scope of Services Draft, Finalized Contract

FUNDING ISSUES

- ☐ Not applicable
- ☐ Not budgeted
- ☒ Full amount already budgeted (Line Item 50-91-7412 and 50-91-7413)
- ☐ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER
Brooke Cyphers

FINANCE DIRECTOR APPROVAL ☒

CITY MANAGER APPROVAL: ☒

THE STATE OF TEXAS

COUNTY OF BRAZORIA

§
§
§

**CONTRACT FOR
PLANNING SERVICES - COMPREHENSIVE PLAN, THOROUGHFARE
PLAN (UPDATE), AND STRATEGIC PLAN**

THIS AGREEMENT, entered into as of this 5th day of February 2024, by and between the City of MANVEL, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by resolution of the City Council of the City of MANVEL and Kendig Keast Collaborative, inc., 77 Sugar Creek Center Blvd., Suite 600 Sugar Land, TX 77478 (hereinafter called the "CONSULTANT") acting herein by Gary Mitchell, President hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONSULTANT to (1) render certain technical and professional and planning services hereafter described in "Scope of Services" and (2) perform certain work hereafter described in "Scope of Services" for the project briefly described as COMPREHENSIVE PLAN, THOROUGHFARE PLAN (UPDATE), AND STRATEGIC PLAN. NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. EMPLOYMENT OF CONSULTANT

The CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the "Scope of Services" hereinafter set forth. This contract shall be performed in BRAZORIA County, Texas.

II. SCOPE OF SERVICES

The work is further described in detail on Exhibit A Scope of Services.

III. TIME OF PERFORMANCE

CONSULTANT shall proceed immediately upon execution of this Contract with performance of the services called for under the Scope of Services with completion within 12 months (365 calendar days) after execution, unless delayed by causes outside the control of CONSULTANT, and shall proceed with subsequent work only on authorization by CITY. CONSULTANT shall immediately submit to CITY in writing evidence of delay satisfactory to the CITY'S reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the CITY, shall be granted in writing.

IV. INFORMATION AND SERVICES TO BE FURNISHED CONSULTANT

It is agreed that the CITY shall furnish, without charge, for the purpose of the Contract, information, data, reports, records, and maps as are existing, and available, as listed in Exhibit A, for the carrying out of the work of the CONSULTANT as outlined under "Scope of Services"; provided, however, the CITY makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The CITY shall cooperate with the CONSULTANT and will, to the fullest extent reasonably practicable, facilitate the performance of the work described in this Contract.

V. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto shall not exceed the sum of \$250,000.00 unless specifically authorized by the CITY.

B. PAYMENT

CONSULTANT shall invoice CITY monthly for its services and charges incurred by CONSULTANT for services performed under the direction and control of CONSULTANT as described herein.

CITY agrees to pay CONSULTANT at its office the full amount of each such invoice upon receipt or as otherwise specified in this Agreement. A charge of one percent per month shall be added to the unpaid balance of invoices not paid within thirty-one days (31 D) after date of invoice. The CONSULTANT shall pay its subcontractors no later than the tenth day after he receives payment as required under Chapter 2251, Texas Local Government Code.

VI. RECORDS

CONSULTANT shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of Contract work. Such records shall be kept in the office of the CONSULTANT for a period of not less than five years (5 Yr) and shall be made available to the CITY for inspection and copying upon reasonable request.

VII. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data are the property of CITY. CONSULTANT may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings prepared by CONSULTANT are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by CONSULTANT for the specific purpose intended shall be at CITY'S sole risk and without liability or legal exposure to CONSULTANT.

VIII. INSURANCE

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by CITY. The CONSULTANT shall, at his own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific dollar amount) aggregate policy year limit is expressly provided in the specification below which covers the particular insurance policy or certificate of insurance):

- A.** Worker's Compensation Insurance (with Waiver of Subrogation in favor of the City of MANVEL, its officers, agents and employees), with statutory limits.
- B.** Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included, and the City of MANVEL, its officers, agents and employees shall be named as an additional Insured.
 - 1.** Bodily injury five hundred thousand dollars (\$500,000) single limit per occurrence or five hundred thousand dollars (\$500,000) each person/five hundred thousand dollars (\$500,000) per occurrence.
 - 2.** Property Damage one hundred thousand dollars (\$100,000) per occurrence.
 - 3.** Minimum aggregate policy year limit one million dollars (\$1,000,000).

- C.** Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
 - 1.** Minimum combined single limit of five hundred thousand (\$500,000) per occurrence for bodily injury and property damage.
 - 2.** If individual limits are provided minimum limits are three hundred thousand dollars (\$300,000) per person, five hundred thousand dollars (\$500,000) per occurrence for bodily injury and one hundred thousand dollars (\$100,000) per occurrence for property damage.
- D.** Contractual Liability Insurance covering the indemnity provision of this contract in the same amount and coverage as provided for Commercial General Liability Policy, specifically referring to this Contract by date, job number and location.

CONSULTANT shall cause CONSULTANT'S insurance company or insurance CONSULTANT to fill in all information required (including names of insurance agencies, CONSULTANT and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into a valid certificate of insurance the CERTIFICATE OF INSURANCE Form attached to and made a part of this Contract, and pertaining to the above listed Items A, B, C, and D; and before commencing any of the work and within the time otherwise specified, CONSULTANT shall file said completed Form with the CITY. None of the provisions in said Form shall be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form contains a provision that coverages afforded under the policies shall not be altered, modified or cancelled unless at least fifteen days (15 D) prior written notice has been given to the CITY. CONSULTANT shall also file with the CITY valid CERTIFICATE(s) OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor(s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form(s) shall in any event be filed with CITY not more than ten days (10 D) after execution of this Contract.

IX. PROFESSIONAL LIABILITY

- A.** CONSULTANT shall be responsible for the use and employment of reasonable skill and care befitting the profession in the data, reports and documents by CONSULTANT for the Project covered by this Contract. Approval by CITY shall not constitute nor be deemed a release or waiver of the responsibility and liability of CONSULTANT for the accuracy and competency of data, reports and documents.

X. INDEMNIFICATION

CONSULTANT shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of CONSULTANT and, to the extent permitted by law, shall exonerate, indemnify, defend, and hold harmless the CITY, its officers, agents and all employees from any and all liability, loss or damage arising out of noncompliance with such laws, rules and regulations, without limitation. CONSULTANT shall assume full responsibility for payments of Federal, State and Local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Laws with respect to CONSULTANT'S employees. Further, CONSULTANT shall exonerate, indemnify, defend, and hold harmless the CITY, its officers, agents and all employees from any and all liability, loss, damages, expenses or claims arising out of any act of negligence, intentional tort or failure to pay a subcontractor or supplier of CONSULTANT, its officers, agents and employees in connection with any of the work performed or to be performed under this Contract by CONSULTANT or as a result of CONSULTANT'S failure to use and employ reasonable skill and care befitting the profession in accordance with Paragraph 9 of this Contract. Further, CONSULTANT shall exonerate, indemnify, defend, and hold harmless the CITY, its officers, agents, and all employees from any and all liability, loss, damages, expenses or claims for infringement of any intellectual property arising out of the use of any plans, design, drawings, or specifications furnished by CONSULTANT in the performance of this Contract.

The foregoing indemnification provision shall apply to CONSULTANT regardless of whether or not said liability, loss, damages, expenses, or claims is caused in part by a party indemnified hereunder.

XI. ADDRESS OF NOTICE AND COMMUNICATIONS

CITY:

CITY OF MANVEL
20031 Morris Ave
Manvel, Texas 77578
Attn: Daniel S. Johnson, P.E., CFM
Title: City Manager

CONSULTANT:

Kendig Keast Collaborative
77 Sugar Creek Center Blvd., Suite 600
Sugar Land, TX 77478
Attn: Gary Mitchell, FAICP
Title: President

All notices and communications under this Contract shall be mailed or delivered to CITY and CONSULTANT at the above addresses, respectively.

XII. CAPTIONS

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Paragraph or in any way determine its interpretation or application.

XIII. SUCCESSORS AND ASSIGNMENTS

The CITY and the CONSULTANT each binds themselves and their successors, executors, administrators, and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

XIV. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days (5 D) before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONSULTANT and the CITY may withhold any payment to the CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.

XV. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least thirty days (30 D) notice in writing to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT shall be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, other terms and conditions contained in Paragraph XIV of this Contract relative to termination shall apply.

XVI. CHANGES

The CITY may, from time to time, request changes in the scope of the services to be performed by the CONSULTANT under this Contract. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and CONSULTANT shall be incorporated in written amendments to this Contract.

XVII. PERSONNEL

- A.** The CONSULTANT represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B.** All of the services required hereunder shall be performed by the CONSULTANT or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.
- C.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

XVIII. REPORTS AND INFORMATION

The CONSULTANT shall, at such times and in such forms as the CITY may require, furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

XIX. CIVIL RIGHTS

The CONSULTANT shall comply with applicable requirements of Chapter 106 Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex or national origin, while performing work on behalf of the CITY.

The CONSULTANT shall carry out its work under this Contract in a manner that shall ensure full compliance by the CITY with the Statute.

XX. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder.

The CONSULTANT further covenants that in the performance of this Contract, no person who has any such interest shall be employed by the CONSULTANT.

XXI. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion upon application by either party.

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of CONSULTANT by Gary Mitchell its President shown below, and on behalf of the CITY by Dan Davis, its Mayor, thereto duly authorized this 5th day of February, 2024.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONSULTANT:

CITY OF MANVEL, TEXAS

KENDIG KEAST COLLABORATIVE

MAYOR

BY: _____
PRESIDENT

DATE: _____

DATE: _____

ATTEST:

ATTEST:

CITY SECRETARY

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit “A”

Scope of Services

Under contract to the **City of Manvel**, Kendig Keast Collaborative (KKC) will provide professional urban planning services to prepare a **Strategic Plan**, a new **Comprehensive Plan** and an updated **Thoroughfare Plan** for guiding the long-range development and enhancement of the city. KKC will be assisted in this effort by subconsultants **ARKK Engineers** and **Conсор Engineers, LLC** (hereafter encompassed by references to “KKC”), who will provide support for the municipal infrastructure, transportation and environmental sustainability aspects of the planning effort.

The multi-plan effort will focus on the current city limits and the City’s statutory extraterritorial jurisdiction (ETJ) area plus any other ETJ additions. As stated in the City’s Request for Qualifications (RFQ) for this effort, “It is anticipated that the Comprehensive Plan will largely focus on land use, economic development, transportation (Thoroughfare Plan), conservation, and implementation.”

KKC’s project involvement and facilitation will be carried out according to this Scope of Services and contingent upon the Client Support items below to make the best use of the available consultant budget. The City’s Project Director will manage the overall process and direct KKC in performing the project services. KKC will build upon and coordinate with other recent and concurrent planning efforts and studies to complete these tasks, including the City’s recently updated master plans for water, wastewater and drainage. KKC will coordinate with other agencies and entities, as appropriate, in conjunction with the City.

As indicated below under Project/Client Coordination, KKC will coordinate with the City to establish a detailed and feasible project schedule for the execution and completion of this Scope of Services. The intent is to work toward official consideration of a final proposed Comprehensive Plan and updated Thoroughfare Plan within **12 months** from the date KKC receives Notice to Proceed from the City, with adoption of the Strategic Plan expected to occur at an earlier appropriate milestone point. KKC will coordinate with City officials and staff to meet this timeline. This will require steady progress on the tasks in this Scope of Services; timely receipt of necessary data and information and other input; and prompt review and feedback on KKC’s interim and final work products. It is also noted that the extent, scheduling and completion of public hearings and final plan adoption are a client prerogative and not under KKC’s control.

Additional or Continuing Services

During the course of or at the conclusion of the project, the City may deem it necessary to schedule more meetings, request further background or issues research, or otherwise engage consultant personnel in additional work efforts not anticipated at project initiation and through the Scope of Services currently outlined. Any such additional services shall be specifically authorized by the City and documented through a written amendment to the Scope of Services and approval of a corresponding increase in the compensation amount — and, if necessary, the time of performance — of the original professional services agreement.

CLIENT SUPPORT

The **City of Manvel** will provide administrative and technical support services to assist KKC in performing the Scope of Services including:

- Identifying a single individual as the City's Project Director, who will serve as the primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving City and consultant personnel, resources and capabilities.
- Providing to KKC all data, maps, aerial imagery, previous reports/plans/studies and other information that is available to the City in digital or printed format and is pertinent and necessary for development of the plan documents. The City will reproduce all hard-copy materials, to the extent feasible, such that they will not require return upon project completion. PDFs or other electronic files are preferred whenever available.
- Immediately upon project initiation, providing KKC a detailed list of spatial data and mapping that the City can make available for the project, including data sets and layers/GIS coverages already developed/maintained by the City for its entire planning area or readily available to the City from other sources. (KKC can also accept AutoCAD layers, as useful and appropriate, although GIS is preferred.)
- Ensuring that key City personnel, board/commission members and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and offer opinions, insights and suggestions that are necessary for the project. This will include potential formal or informal meetings and briefings with local officials as specified in this Scope of Services.
- Making initial contacts with agencies and organizations to facilitate data collection and coordination, to arrange meetings as needed, and make these entities aware of the planning process.
- Distributing draft plan content to Advisory Committee members (if one is created), key City staff members and other project participants as appropriate. An item should be added to City Council and Planning, Development & Zoning Commission agendas throughout the duration of the project, at appropriate milestone points, so City staff can provide status reports and allow for ongoing discussion opportunities and overall direction of the planning process by elected and advisory officials.
- Committing the necessary resources to adequately prepare for and promote attendance at and media coverage of any significant community outreach events. The City might consider inviting other key community organizations to co-sponsor or "co-host" such events and provide further logistical support. The City's responsibilities will include:
 - (a) Securing a meeting location with adequate setup for large gatherings and presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.).
 - (b) Providing public and news media notification;
 - (c) Providing refreshments as appropriate; and

- (d) Inviting elected and advisory officials and representatives of other key agencies and community organizations to attend public meetings related to the planning process.
- Providing such public notice of meetings and hearings as is required by law or deemed desirable by the City.
- Providing KKC updates or written summaries, as available, from any project-related meetings not attended by KKC, and copies of any handouts/materials.

PROJECT / CLIENT COORDINATION

KKC will complete project management activities in coordination with the City's Project Director to ensure schedule adherence, cost control and quality assurance. These activities will include:

- Monthly submittal of written **progress reports** in conjunction with each monthly invoice. These reports will describe the project status, document significant work accomplished and activities scheduled for the next progress report period, and note any difficulties encountered and steps taken to address them.
- Preparation and maintenance throughout the project of a **detailed project schedule**, including due dates for all deliverables, anticipated meeting dates, plus specified review/comment timeframes to ensure adequate time for client review/approval of deliverables. The schedule will be set during the Project Startup phase below.
- Frequent **communication and coordination with the City's Project Director** by email, phone, online conferencing and written correspondence, including **monthly project status meetings** to monitor progress, discuss draft work products to that point and coordinate on upcoming project activities and logistics.

PROJECT STARTUP

Project Kick-Off Meeting

Following receipt of written Notice to Proceed from the City, KKC will complete a project kick-off meeting with City staff to recap the Scope of Services, flesh out a detailed schedule, coordinate on data/information needs, and cover other project logistics. Then, on each scheduled visit to the area, KKC will meet with City staff as needed for project planning discussions and/or in-depth work sessions on particular plan topics.

Compilation of Information Resources

KKC will coordinate with City staff to identify and acquire available data, mapping and other information resources for the planning effort, from local and other sources. KKC will provide City staff a checklist of typical resource items for a community planning effort, including other recent and/or concurrent plans and studies, and any other policy processes or documents that aid community decision-making. KKC will then coordinate with staff to determine which items will be available for the project. KKC will also coordinate with City staff to identify key project contacts and relevant agencies and entities.

Coordination of Community and Leadership Engagement Strategy

KKC will coordinate with the City's Public Information Officer (PIO) and other City staff to plan and facilitate a sequence of outreach activities to engage the community's public and private leadership, along with residents, business owners, property owners, homeowner/neighborhood associations, local organizations and others interested in defining a longer-term vision and setting strategic priorities for the community's future. These efforts will build on other recent and ongoing engagement activities by the City and the entire suite of methods and tools the City already uses, along with techniques and ideas the consultant team will bring. A core objective is to provide those interested a variety of options – in terms of timing during the week, day and evening start times, and different locations, plus online and virtual opportunities – for participating and contributing their hopes, concerns and priorities in a meaningful way, with a “no idea or question is wrong” philosophy. Whenever possible, all engagement efforts will be designed to yield input useful for all three plans encompassed by this work program.

KKC will assign a dedicated staff member as the team lead to coordinate all engagement planning with and provide support to the City's PIO, including for providing project updates on the City website and taking advantage of the City's social media platforms for digital engagement and updates. To relieve the logistical burden on City staff, KKC will be responsible for preparing and reproducing all hard-copy materials and handouts for project meetings and other outreach activities. KKC will also coordinate with the City's PIO to identify consultant team members, City officials or staff, or other community ambassadors who can assist with Spanish translation if and when needed during engagement activities. The engagement strategy will also incorporate mechanisms for tracking participation and effectiveness, and for pinpointing when and where more targeted efforts are needed to reach demographics that are underrepresented and/or difficult to reach.

Certain planned outreach efforts are itemized within each phase of this Scope of Services, under the heading Engagement Activities. Rather than calling out other activities beyond those specified, this Scope of Services identifies a planned number of trips that KKC personnel will make to Manvel for community engagement activities and other project meetings, all of which must fit within the project budget share KKC has allotted for all such outreach and interaction efforts. Then City staff and KKC can determine the best use of consultant time for engagement efforts during each trip (while also reserving some trip time, as needed, for field reconnaissance and inventory work or other project tasks). Listed below are **potential activities that are options for the ultimate series of engagement activities** to be chosen and arranged in coordination with City staff:

- A series of informal, one-hour **small-group “listening” sessions** that could be targeted to stakeholders associated with a particular plan focus, a certain demographic or a niche group, or could involve a mix of residents, business and property owners, public officials, representatives of neighborhood and community organizations, and others as identified by local officials and staff.
- **General public input meetings**, conducted either in a Town Hall Meeting format with facilitation of overall group discussion, or in a workshop format with a variety of interactive and hands-on engagement activities typically conducted in small groups. Similar formats can be customized for an **event designed specifically for youth participation**.

- An **online survey**, promoted during in-person events and on the City website and social media outlets and on KKC's WebPlan site, to gather input about community issues, needs and enhancement priorities. Such surveys are usually kept active for a one-month window with associated promotional efforts early on and later during this window.
- Use of the City's social media outlets to **post single topic-specific questions** periodically, including for "deeper-dive" follow-up to questions asked on the community-wide survey. This can be done during the initial Manvel Today phase, especially to inform the Strategic Plan focus, and during later phases to obtain feedback on emerging concepts and potential action items for the Comprehensive and Thoroughfare plans.
- Informal "**living room sessions**" hosted by citizen volunteers (and/or by willing members of City advisory boards/commissions) in their homes, especially to reach busy parents, seniors and homebound residents.
- Arrangement of certain activities as "**mobile meetings**," for some or all of the meeting duration, to take the discussion "on the road" and consider actual locations and examples in real time.
- Interactive meetings and/or presentations arranged with particular **local stakeholder groups or partner organizations**.
- Activities targeted to members of **Manvel's "daytime population"** (e.g., business owners and inbound commuter workers who live elsewhere). This can include interactive meetings or presentations on-site at a local workplace where the employer is willing to host an informal gathering over lunch or another time.
- Spending time at **locations in the community where residents already gather or come and go**, providing opportunities for impromptu conversations and/or "drop-in" visits with consultant personnel and City staff at pre-arranged locations – a proven method for accomplishing quick but fruitful discussions with busy families and individuals who will likely never attend a traditional public meeting.
- Interactive options for youth and adults integrated into **community events and festivals**.
- Interaction with members of **key City advisory boards and commissions**.
- Visits with City staff to **other area public and semi-public agencies** (e.g., school district, county, economic development entities, transportation agencies, special districts, etc.).
- **Public open house events** at one or more appropriate milestone points in the planning process, through which residents and others can view displays, hear an overview presentation, and interact with consultant personnel and City staff in an informal atmosphere, especially at the overall draft plan stage before proceeding into the formal public hearing and official consideration phase.

KKC will also develop a **WebPlan website** for use during the project. Along with its widely-used online interactive platform for local government development regulations, WebPlan is a newer feature created by KKC's sister firm, **enCodePlus™** (also owned by KKC CEO Bret Keast). Through WebPlan, the City's new and updated plans resulting from this project will be designed and published for viewing and navigation on an interactive, citizen-friendly website. The site content may be easily updated and published immediately to the web. During plan development, the site

will also serve as a key mechanism for public outreach and education and as another means to solicit community input and post project updates. A consistent design theme, logos and taglines for the three plans will be developed in coordination with City staff for incorporation into the website design and use on other project documents, materials and presentations. WebPlan also conforms to the Web Content Accessibility Guidelines, meaning it is usable by visual- and hearing-impaired users.

PHASE 1 – MANVEL TODAY

KKC will compile and assess a base of information on the existing conditions and outlook for Manvel, focusing especially on key influences that will shape the community's future. This will provide background and assumptions to support needs assessment and formulation of action recommendations throughout the planning process. **An immediate Phase 1 focus will be background research and data gathering specifically to inform the Strategic Plan process, as well as data and information pertinent to the Thoroughfare Plan update.**

Through its own background study plus discussions with local officials, staff, residents and other stakeholders, KKC will:

1. Review and evaluate the City's current planning documents and land development regulations, including for potential areas of divergence between plans and regulations.
2. Itemize key opportunities, challenges, issues and needs facing the community, using population and other socioeconomic indicator data from local and regional sources, the Texas Demographic Center, the U.S. Census Bureau and other readily available sources to provide further context.
3. Consider the area's historical development and relevant local and regional trends, plans and projects that will influence the community over the 20-year planning horizon, including pertinent initiatives by adjacent jurisdictions.
4. Identify action items in previous local plans/studies or initiatives that were successfully accomplished, remain to be completed, or are not likely to be pursued due to changed priorities, resource limitations or other factors.
5. Complete topic-specific background study and mapping to provide an up-to-date overview of Manvel's physical context and historical and recent development. Drawing from data and information resources provided by the City, plus discussions with staff and other key contacts, considerations will include:
 - The area's physical characteristics and context, including a general inventory of valued natural, historical and cultural assets and intact open space, and consideration of environmental/climate hazards and resiliency factors.
 - Land use and development patterns, trends and associated economic and real estate market factors, supplemented by an updated inventory of existing land use.
 - Growth pattern and trends and associated management efforts, tools applied and resulting outcomes.
 - Other factors that influence the community's physical form and character – and its long-term fiscal outlook – while providing opportunities for or constraints to future

development and redevelopment, including the City's development policies and regulations, public service capacities (within defined service areas), and jurisdictional and other administrative boundaries in the area.

- Growth capacity in terms of existing water, wastewater and storm drainage systems (general condition and capacity, deficiencies and needs), along with the general status of other public services.
- Economic and tax base conditions and trends, along with successes and challenges for economic development efforts.
- Parks, recreation and open space assets, along with other City public facilities (general condition, deficiencies and needs) and overall lifestyle amenities and programming (recreation, arts/culture, entertainment, etc.) for residents and visitors.

6. Complete field reconnaissance, with City staff and independently, to:

- Observe existing conditions and on-the-ground outcomes from previous plan implementation activities and application of the City's development regulations, including land use compatibility, development quality considerations, and community aesthetics and image.
- Develop a photographic inventory for use during the project.
- Identify areas that may need or be conducive for a special area planning focus within the overall comprehensive planning effort (e.g., key corridors, unique neighborhoods or districts, etc.), including building on master plan concepts considered for the 160-acre City-owned property.

Transportation and Thoroughfare Plan Focus

The KKC team will assess the local transportation system for all forms of movement, traffic and safety conditions, public transit status and needs, and specific improvements already planned and/or programmed. As part of this focus, KKC will also prepare an updated Thoroughfare Plan map for consideration by City officials, residents, area property owners and development community representatives, local businesses and institutions, and others. This will first involve:

1. **Evaluating Current Thoroughfare Plan.** The KKC team will coordinate with City staff to assess the current plan. This will include consideration of actual roadway alignment and improvement outcomes relative to the plan, and ongoing and newer trends that will factor into the updated plan (e.g., actual and anticipated growth and development patterns, utility infrastructure planning and improvements, etc.). The team will also consider the latest plans for key area projects by other sponsors (e.g., Texas Department of Transportation, Brazoria County, etc.). The Thoroughfare Plan map coverage will also be extended as needed to encompass any areas where the City's ETJ has expanded in recent years. The plan update will also be informed by other recent and relevant City plans/studies involving utility infrastructure, storm drainage, etc.

Strategic Plan Focus

The KKC team will facilitate a highly-inclusive community visioning and priority-setting process to build consensus on the future direction of and preferred outcomes for Manvel across a range of

topic areas. Such processes are designed to identify and triage near-term, difference-making “strategic” initiatives for the City and community to pursue – amid an era of drastic socioeconomic and on-the-ground change in Manvel’s case. The process results are also strategic by helping clarify roles and responsibilities among elected leaders, appointed advisors and professional staff, along with external partnership opportunities. The resulting slim, higher-level Strategic Plan document will stand on its own but also be a similarly-designed, complementary piece to the more in-depth Comprehensive Plan.

Data and research efforts, as well as leadership and community engagement efforts during the Manvel Today phase will shape the Strategic Plan and also inform the Comprehensive and Thoroughfare plans to follow. The proposed Strategic Plan will then be unveiled and presented during the Plan Direction and Assumptions phase to enable interim adoption of a widely-vetted and finalized Strategic Plan that also sets the stage for finer-grain planning and ongoing engagement during the Future Manvel phase of the Comprehensive Plan process.

As stated in the City’s RFQ, essential process objectives are to:

- Provide clear and actionable recommendations for the City’s Strategic Plan.
- Summarize community input and document how it influenced the Strategic Plan – and how the resulting plan is aligned with community values and priorities.

While carrying out the Strategic Plan engagement strategy, KKC will work through a progression of steps that involve:

- Documenting varied perceptions – both internal and external – of Manvel as it is today and hopes, aspirations and concerns for what it could become in the future.
- Applying available data that illustrates, elaborates on or refutes the stated perceptions and issues raised about Manvel.
- Culling out unique features of Manvel and distinctive opportunities and challenges it faces, along with commonalities it shares with other nearby and/or similar communities.
- Confirming core values and local fundamentals that the Strategic Plan must first embrace and be built on, and which the Comprehensive Plan must then address and reflect within its goals, objectives and action priorities.
- Organizing input and data by themes and topic areas for drafting a community vision statement and associated guiding principles, and to establish links to the eventual focus areas of Manvel’s new Comprehensive Plan.
- Highlighting obvious or potential inconsistencies among the opinions expressed by residents and other local stakeholders – as well as how local values and priorities may differ from current trends and practices in the area – for potential resolution during the Strategic Plan phase or further exploration through the Comprehensive Plan effort.
- Compiling “mini case studies” from other communities that have undergone similar growth trajectories and rapid transition in their physical form and character, to highlight that Manvel is not alone in tackling such issues and needs, and to provide “benchmarking” examples of successes and lessons learned elsewhere.

- Circulating working drafts of the community vision statement and guiding principles well before their official consideration to ensure they are well-vetted and further refined along the way.

PHASE 1 Engagement Activities

KKC will carry out Phase 1 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase, including the activities itemized below. KKC personnel will make **up to 6 trips to Manvel during Phase 1** to facilitate input specifically for the early Strategic Plan focus, as well as for the Comprehensive and Thoroughfare Plans. All engagement activities during the Manvel Today phase will include discussions and exercises that will enable KKC to craft a broad, unifying vision statement and associated guiding principles encapsulating future aspirations for community enhancement. The vision and principles will be further refined during the Plan Direction and Assumptions phase and then will guide the remainder of the Comprehensive Plan process during the Future Manvel and Plan Implementation phases.

1. Facilitate an initial, informal **Issues and Needs Workshop** involving the City Council, with the Planning, Development & Zoning Commission and others invited, as appropriate. The workshop purpose is partly orientation to the community planning process, but especially to obtain early leadership input and set direction and priorities for the effort.
2. Complete **two meetings with a working group of City officials and staff** (with at least one liaison member each from the City Council and Planning, Development & Zoning Commission), to discuss and obtain input on key plan topics and interim draft Strategic Plan and Manvel Today content before it is officially presented to City leadership and the community.
3. As part of the **Thoroughfare Plan focus**, arrange for early interaction with key external public agencies and organizations, including regarding key mobility projects they will ultimately align, design, finance and/or construct (e.g., Brazoria County Precincts 2 and 4, Texas Department of Transportation/Houston District/Brazoria Area Engineer, Alvin Independent School Districts, area emergency responders, and other area jurisdictions, as appropriate).
4. For the **Strategic Plan focus**, carry out the engagement plan developed with City staff to further the City's stated process objectives:
 - A comprehensive engagement strategy that includes a minimum of 10 in-person and virtual sessions to maximize accessibility for various stakeholders.
 - Conduct engaging and interactive sessions, allowing for meaningful input and feedback.
 - Encourage participation from diverse segments of the community, including residents, business owners and local organizations.
 - Not discourage "wish list" ideas or groundbreaking input, but also use an educational approach to introduce "reality checks" to the conversation as appropriate.
 - Explore the extent to which current residents identify with Manvel overall versus just their subdivision or area of the city.

PHASE 1 Deliverables

- Planned **outreach materials, online content and presentations** for advance review by City staff ahead of all engagement activities and project meetings during this phase.
- The **Manvel Today Report**, which will highlight key planning considerations emerging from KKC's initial background studies and leadership and community involvement activities. The report will include up to 30 pages of final content (plus supplemental appendix detail, as appropriate), and will incorporate maps, graphics or other visual elements that help to illustrate findings while streamlining the extent of body text for a broadly accessible public document. The intent is to avoid duplication of comprehensive data profiles already available for the city and focus on highlighting specific indicators that tell a story about key planning issues facing the community, put such issues in context, and/or apply actual data and facts to correct any misperceptions. *Close coordination will be required between this report and the planned Strategic Plan content to avoid overlap and determine the best placement of all resulting Phase 1 content between the two documents.*
- Brief memorandum itemizing and illustrating the **Thoroughfare Plan evaluation findings**, along with the highlights of interagency and public input to this point.
- **Working draft components of the eventual Strategic Plan document** to be refined and finalized for official consideration during Phase 2, including **summary results from all engagement activities conducted during Phase 1**, with a separate summary report of the community survey data and findings.

PHASE 2 – PLAN DIRECTION AND ASSUMPTIONS

Through this transition phase, KKC will highlight its findings about Manvel Today to: (1) establish the foundation for the proposed Strategic Plan, and (2) set the stage for Phase 3, The Future Manvel, for continuing work on the Comprehensive and Thoroughfare Plans. The Strategic Plan focus will involve compiling the overall proposed plan document for further refinement prior to official consideration in this phase. Essential plan elements to be finalized at this stage include:

- A proposed **vision statement**, reflecting core community values, along with a series of **guiding principles** for the Strategic Plan, to be expanded upon through the Comprehensive Plan.
- **Key Action Areas** linked to strategic community initiatives in the plan (i.e., broader community objectives called out in the Strategic Plan versus more specific actions steps that will be detailed further through the Comprehensive Plan process).
- An **implementation framework** for immediate and ongoing actions based on the new Strategic Plan – while anticipating aspects that will be developed in more detail for the Plan Implementation portion of the new Comprehensive Plan.
- **Metrics** for measuring progress and reporting tangible results from Strategic Plan implementation.

To set the stage for Phases 3-5, this transition phase will also involve:

- Itemizing a core set of **assumptions** on which the Comprehensive Plan will be based (e.g., population expectations, projected service capacities, etc.).

- Stating **community needs** – ongoing, evolving and new – and highlighting **key opportunities and challenges** the area will face in the years ahead, which the plan must address,

PHASE 2 Engagement Activities

KKC will carry out Phase 2 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase, including the activities itemized below. KKC personnel will make **up to 3 trips to Manvel during Phase 2**.

1. Complete **one meeting with a working group of City officials and staff** to discuss and obtain feedback on the draft Strategic Plan before it is officially presented to City leadership and the community.
2. Provide an overview of the Manvel Today Report and confirm consensus on the direction and priorities for the Future Manvel phase through a **second workshop** involving the City Council, with the Planning, Development & Zoning Commission and others invited, as appropriate.
3. During the same meeting above, transition to a **public hearing** portion in which City Council accepts public comment on the final proposed Strategic Plan before considering plan adoption, including any further content adjustments based on the public input received. In coordination with City staff, KKC will present highlights of the final proposed Strategic Plan prior to the hearing portion, then assist in responding to public comments and questions once the hearing is closed.

PHASE 2 Deliverables

- Planned **outreach materials, online content and presentations** for advance review by City staff ahead of all engagement activities and project meetings during this phase.
- **Plan Direction and Outline presentation**, which – together with **presentation of the final proposed Strategic Plan** – compiles the assumptions, key opportunities and challenges, and community vision and guiding principles resulting from all project work to date, and provides a working outline of the Comprehensive Plan document to guide work efforts during the Future Manvel phase.
- **Hearing Draft version of the final proposed Strategic Plan**, available online via WebPlan and in exported Word and PDF formats, for official and public review prior to public hearing. This will include **final summary results from all engagement activities** conducted to date.
- **1 master printed original** of the final adopted Strategic Plan.
- **Electronic files** for any elements of the final adopted Strategic Plan document that are not already built into the online plan versions in WebPlan. Also, Microsoft Word and PDF files with the final adopted plan content, exported from WebPlan.

PHASE 3 – THE FUTURE MANVEL

KKC will prepare and compile the Future Manvel portion of the Comprehensive Plan through this phase, along with the updated Thoroughfare Plan. This will be based on the outline finalized at the end of the Plan Direction and Assumptions phase, plus further interaction with City officials, staff,

residents and other stakeholders. The Future Manvel portion will focus on key planning issues and considerations, associated community goals and objectives, and a series of specific action items in five categories:

- (1) capital improvements;
- (2) programs and initiatives;
- (3) development regulations and standards;
- (4) partnerships (public/public, public/ private, etc.); and
- (5) more targeted plans/studies that may be necessary to ensure effective action, recruit partners, establish eligibility for grants or other external funding, and to focus on particular sub-areas of the community in follow-up to the citywide plan.

Potential Comprehensive Plan goals, objectives and actions will also build on the completed Strategic Plan.

During the Future Manvel phase, KKC will:

1. Assess the long-range development outlook and context for Manvel. Drawing from results of the Manvel Today phase and discussions with staff and other key contacts, work activities will include:
 - Identifying areas available, most suitable and preferred for new growth and targeted reinvestment, taking into account potential constraints such as flood hazard areas and other physical and environmental factors, existing land use and property ownership patterns, the transportation network, and infrastructure and public service capacities and availability.
 - Refining a policy framework and associated strategies for coordinating growth management and future land use, applying KKC's Community Character methods and ensuring linkages to infrastructure and service capacities (based on the newest updated utility master plans), land use balance and residential density considerations, infill and redevelopment opportunities in targeted areas, economic development needs and socioeconomic factors, and rural/agricultural preservation and other resource conservation priorities.
 - Recommending ways to strengthen the area's economic base and tax base, and its "quality of place" appeal, including consideration of the general fiscal implications of future growth and development patterns and associated upgrades to or extension of public infrastructure and services.
 - Linking future land use and economic development strategies to the general capacity outlook for and timing of planned improvements to the area's water, wastewater and storm drainage systems, along with opportunities to incorporate Low Impact Development (LID) and green infrastructure design practices to boost the area's sustainability and resiliency.
 - Confirming priorities for enhancing the area's public park, trail and recreation offerings; promoting system connectivity and healthy lifestyles for residents; and considering all forms of amenities and leisure, entertainment and cultural activities that contribute to community livability and appeal – including potential outcomes for the 160-acre City-owned property.

- Place-making, urban design and image/appearance opportunities in terms of development quality along high-profile roadways and at “gateway” locations, beautification efforts within public areas, and preservation of valued natural/cultural/historical amenities – all synced with community branding efforts.
2. Prepare a new Future Land Use and Character Map that visually depicts the community’s general development pattern for the years ahead and the preferred character context (rural, suburban, urban) for all areas of the city and ETJ, thereby providing essential public policy support for the City’s development regulations and other growth guidance tools and activities. The map will also correlate with associated land use policies, the future thoroughfare network, and other community objectives that are validated through the planning process (e.g., economic development, infill development and community revitalization, fiscally prudent growth, floodplain management, etc.).

Transportation and Thoroughfare Plan Focus

The KKC team will recommend strategies for the orderly improvement of the area transportation system – amid an expected period of substantial growth – to enhance safety and relieve congestion, considering not only facilities for automobiles but also pedestrian/bicycle circulation, transit and alternative transportation options, as well as related recreational circulation (i.e., shared-use paths, bikeways, equine trails, etc.). As part of this focus, KKC will also use the results of the Phase 1 plan evaluation and stakeholder interactions to prepare an updated Thoroughfare Plan map, coordinated with the new Future Land Use and Character map, and with supporting plan narrative and rationale for the roadway functional classifications applied and recommended right-of-way widths and cross-section details. Specific thoroughfare planning considerations in this phase will include:

Network and Alignment Factors

- Continuity (arterials) versus discontinuity (collectors).
- Connectivity of network and origins/destinations.
- Spacing and density of network.
- Intersection location and spacing.
- Alternative travel and emergency response routes.
- Crossings (water, railroads, freeways, etc.).
- Grade separation needs.
- Multi-modal planning (pedestrian, bicycle, transit, freight, etc.).

Constraints

- Physical (floodplains, topography, water features, utility/pipeline corridors, etc.).
- Parcel pattern.
- Existing development.
- Environmental features / assets (e.g., forested areas, wetlands, etc.).
- Parkland and preserved open space.
- Jurisdictions (territorial, roadways, water features, etc.).
- Right-of-way potential (adequate width for eventual construction of full cross section to standard).

- Existing driveways and fronting development (access management needs).
- Fiscal (network cost implications, maintenance, cost of bridges and grade separations, etc.).

Land Use-Transportation Coordination

- Inducement of desired / undesired land use (consistency with future land use plan and zoning).
- Consistency with utility master planning and growth management strategy.
- Potential traffic volumes.
- Location of major traffic generators.
- Location of “sensitive” land uses (e.g., residential, schools, parks, etc.).
- Emergency access (network connectivity).

PHASE 3 Engagement Activities

KKC will carry out Phase 3 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase, including the activities itemized below. KKC personnel will make **up to 4 trips to Manvel during Phase 3**.

1. Complete **3 meetings with a working group of City officials and staff** to present and discuss interim draft materials for the Future Manvel portion of the Comprehensive Plan, along with refining the Future Land Use and Character map and Thoroughfare Plan map.
2. As part of the **Thoroughfare Plan refinement process**, a second round of coordination with key external public agencies and organizations, including those cited under Phase 1 and others as appropriate.

PHASE 3 Deliverables

- Planned **outreach materials, online content and presentations** for advance review by City staff ahead of all engagement activities and project meetings during this phase.
- **Draft Future Manvel portion of the Comprehensive Plan**, including the new Future Land Use and Character Map and supporting plan narrative and rationale, as developed incrementally through the work activities and further input and feedback during this phase.
- **Working Draft Thoroughfare Plan map** for ongoing review and refinement, along with accompanying narrative and content for the transportation portion of the Comprehensive Plan. This will include any **recommended adjustments to cross section standards** associated with the functional roadway classifications on the draft Thoroughfare Plan map.

PHASE 4 – PLAN IMPLEMENTATION

Informed by The Future Manvel phase, KKC will coordinate with City staff to compile potential action items that are near-term (first 1-5 years) and strategic in nature so they may be addressed in more detail within the Implementation portion of the Comprehensive Plan and prioritized through the final workshop in this phase, along with consideration of later focus items in 6-9 and 10+ year timeframes. The Plan Implementation element will also:

1. Clarify the respective implementation roles of City officials, boards/commissions and staff, along with identifying a lead actor for specific plan action items.

2. Highlight opportunities for the City to coordinate its implementation efforts with other key agencies and entities, with other jurisdictions as appropriate, and with other private and non-profit partners.
3. Spell out essential procedures for monitoring implementation efforts and reporting progress on key action priorities annually, using specific action metrics and benchmarks where appropriate, and for completing future plan reviews and updates at appropriate milestones with ongoing community and stakeholder engagement and partner check-ins.

KKC will also complete a more in-depth evaluation of the potential effectiveness of the City's current development regulations and standards/guidelines relative to goals and action items in the draft Comprehensive Plan that will likely require regulation to implement. Summary findings will be compiled in memorandum form along with recommended substantive and procedural changes to current regulations and practices to ensure consistency between plan and ordinances, and to increase the likelihood of achieving desired outcomes.

PHASE 4 Engagement Activities

KKC will carry out Phase 4 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase, including the activities itemized below. KKC personnel will make **up to 2 trips to Manvel during Phase 4.**

1. Facilitate a **final workshop** involving the City Council, City management and staff, with the Planning, Development & Zoning Commission and others invited, as appropriate, to provide an overview of the overall draft Comprehensive Plan and draft updated Thoroughfare Plan, build consensus on near-term action priorities and discuss related implementation tools and logistics.
2. Coordinate with City staff to arrange and host a **public open house** on the draft Comprehensive and Thoroughfare plans. The intent is to provide an informal setting in which attendees may view displays, hear an overview presentation and interact with the City's planning consultants and staff regarding the emerging proposed plans prior to formal public hearings in Phase 5. Community input and feedback will also be obtained on the potential near-term action priorities in the draft Comprehensive Plan.

PHASE 4 Deliverables

- Planned **outreach materials, online content and presentations** for advance review by City staff ahead of all engagement activities and project meetings during this phase.
- **Plan Implementation** section to add to the overall draft Plan package (with the entire package to be distributed in advance by City staff to workshop participants).
- **Revised Draft Thoroughfare Plan map** for presentation and further review/feedback during this phase, along with the latest revised accompanying narrative and content for the transportation portion of the Comprehensive Plan. The transportation content will also include identification of priority improvement projects based on the updated Thoroughfare Plan and their associated planning-level costs.
- **Development Regulations Evaluation Memorandum**, provided separately from the Comprehensive Plan document.

PHASE 5 – PLAN FINALIZATION AND ADOPTION

Following the final workshop in the Plan Implementation phase, KKC will coordinate with City staff to compile revised Hearing Draft versions of the proposed Comprehensive and Thoroughfare plans for public hearing and official consideration. KKC will then produce the final as-adopted versions of the plans, reflecting all further adjustments made through final review and deliberation.

PHASE 5 Engagement Activities

KKC will carry out Phase 5 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase, including the activities itemized below. KKC personnel will make **up to 2 trips to Manvel during Phase 5**.

1. In coordination with City staff, present highlights of the final proposed Comprehensive and Thoroughfare plans at a **public hearing before the Planning, Development & Zoning Commission** and assist in responding to public comments and questions. Then proceed into a Commission workshop, immediately after the hearing, to identify any revisions the Commission may suggest before making a recommendation of plan adoption to City Council.
2. In coordination with City staff, present highlights of the final recommended plans at a **public hearing before City Council**, and assist in responding to public comments and questions, as appropriate, before Council considers plan adoption.

PHASE 5 Deliverables

- Planned **outreach materials, online content and presentations** for advance review by City staff ahead of all engagement activities and project meetings during this phase.
- **Hearing Draft version of the final proposed Comprehensive Plan**, available online via WebPlan and in exported Word and PDF formats, for official and public review prior to and during the public hearing phase.
- **Hearing Draft version of the final proposed Thoroughfare Plan**, also available online via WebPlan and with a PDF version of the plan map.
- **Compilation of further potential revisions to the Comprehensive Plan and/or Thoroughfare Plan content**, prior to the City Council public hearing, to highlight any further plan adjustments recommended to Council by the Planning, Development & Zoning Commission as part of its recommendation of adoption.
- **1 master printed original** of the final adopted Comprehensive Plan and the Thoroughfare Plan map, including all Comprehensive Plan maps and illustrations (provided in a binder for ease of reference and updating, in 8.5" x 11" vertical format and with 11" x 17" fold-out maps, typically with up to 150 pages of final approved content plus supplemental appendix detail as appropriate).
- **Electronic files** for any elements of the final adopted Comprehensive Plan document, the Manvel Today Report and the Thoroughfare Plan that are not already built into the online plan versions in WebPlan, and all GIS/map-related files in Esri-compatible formats as specified by

the City. Also, Microsoft Word and PDF files with the final adopted plan content, exported from WebPlan.

APPROACH TO DELIVERABLES

Draft Deliverables. KKC will provide draft deliverables through each phase of the project. These deliverables will facilitate workshop meetings, periodic releases of information to the media and public, and the orderly completion of the project. All such interim deliverables will be provided to the City within WebPlan and exported to Adobe PDF format for ease of file transfer, distribution and website posting, as appropriate.

Consolidated Review and Revision. Whenever KKC submits draft deliverables, it will be the responsibility of the City's Project Director to coordinate, compile and forward to KKC in a consolidated manner all review comments on and requested/suggested revisions to such deliverables. As part of each review phase, guidance from the Project Director should be included, as needed, on whether and how KKC should address certain comments which may be for information only (e.g., comments from outside reviewers) versus those involving specific, client-recommended revisions.

The project budget assumes original drafting of each deliverable and one consolidated revision round upon receipt of compiled comments from the City's Project Director. Only minor revisions will be made following plan adoption to produce the final as-adopted plan version. Extensive substantive revisions that arise at the final adoption phase may require additional services depending on their nature and the budget status at that final stage of the project.

SCOPE RECAP AND COST

Below are the costs for each task outlined in the above Scope of Services, inclusive of all associated labor and direct expense costs plus professional fee, along with the anticipated timing of all project phases.

Month	Phase	Meetings	Deliverables	Cost
1-12	Project Startup and Project/Client Coordination	› Kick-off meeting › Monthly status meetings	› Monthly progress reports and timeline maintenance › Finalized community and leadership engagement strategy › WebPlan site build	\$ 19,000 <i>includes \$10,000 WebPlan site build fee</i>
1-4	1: Manvel Today	Up to 6 trips for Phase 1 engagement activities, including Strategic Plan focus and: › City Council Workshop 1 (Issues and Needs) › 2 meetings with project working group › Meetings with interagency partners for Thoroughfare Plan update	› Planned outreach materials, online content and presentations for advance review by City staff › Manvel Today Report › Memorandum with Thoroughfare Plan evaluation findings › Working draft components of Strategic Plan, including engagement summary	\$ 80,000

Month	Phase	Meetings	Deliverables	Cost
4-5	2: Plan Direction and Assumptions	Up to 3 trips for Phase 2 engagement activities, including Strategic Plan focus and: › 1 meeting with project working group › City Council Workshop 2 (Strategic Plan, Comprehensive/Thoroughfare Plan Direction) › City Council public hearing on proposed Strategic Plan	› Planned outreach materials, online content and presentations for advance review by City staff › Presentations for Workshop 2 › Hearing Draft version of Strategic Plan › 1 master print and electronic files for as-adopted Strategic Plan	\$ 28,000
5-9	3: Future Manvel	Up to 4 trips for Phase 3 engagement activities and: › 3 meetings with project working group. › 2 nd meeting round with interagency partners for Thoroughfare Plan update	› Planned outreach materials, online content and presentations for advance review by City staff › Interim draft elements of Future Manvel portion of Comprehensive Plan, including draft Future Land Use & Character map › Working draft Thoroughfare Plan map and associated narrative	\$ 75,000
8-10	4: Plan Implementation	Up to 2 trips for Phase 4 engagement activities and: › City Council Workshop 3 (Draft Plans) › Public open house on draft Comprehensive and Thoroughfare plans	› Planned outreach materials, online content and presentations for advance review by City staff › Plan Implementation section for overall draft Comprehensive Plan › Revised draft Thoroughfare Plan map and associated narrative › Development regulations evaluation memorandum	\$ 38,000
11-12	5: Plan Finalization and Adoption	Up to 2 trips for Phase 5 engagement activities and: › Planning, Development & Zoning Commission public hearing (and workshop) on proposed Comprehensive and Thoroughfare plans › City Council public hearing and consideration of adoption of Comprehensive and Thoroughfare plans	› Planned outreach materials, online content and presentations for advance review by City staff › Hearing Draft version of proposed Comprehensive Plan › Hearing Draft version of proposed Thoroughfare Plan › Compilation of any further plan revisions recommended by Planning, Development & Zoning Commission › 1 master print and electronic files for as-adopted plans	\$ 10,000
Cost Allocation by Firm			Kendig Keast Collaborative	\$ 175,000
			ARKK Engineers	45,000
			Consor Engineers, LLC	30,000
			Grand Total	\$ 250,000



CITY COUNCIL DATA SHEET

MEETING DATE: February 5, 2024

Agenda: Regular ☒
Consent ☐

TOPIC:

Memorandum of Understanding with the Houston Humane Society for an alternative site to care for animals.

BACKGROUND:

This is an agreement between the City of Manvel and the Houston Humane Society to allow for the housing of animals and serve as a secondary location to transport animals. This will allow the City of Manvel Animal Control the flexibility to have an alternate site to take animals. The cost of the facility use is set at \$75.00/animal.

RECOMMENDATION:

The staff recommends approval.

ATTACHMENTS:

Memorandum of Understanding between the City of Manvel and the Houston Humane Society.

FUNDING ISSUES

- ☐ Not applicable
☐ Not budgeted
☐ Full amount already budgeted ____
☒ Funds to be transferred within the Department as needed under the Authority of the City Manager.

SUBMITTING STAFF MEMBER
Keith Traylor

FINANCE DIRECTOR APPROVAL ☐
CITY MANAGER APPROVAL: ☐

Houston Humane Society

Animal Transfer Memorandum of Understanding

This Animal Transfer Agreement (this "Agreement") is entered into as of this day of [Date], 2024 (the "Effective Date") and is made by and between the **City of Manvel**, a/n **Government** organization having an address of **20031 Morris Avenue, Manvel, Texas 77578** (the "Source Agency") and **Houston Humane Society**, a/n **Pet Rescue and Adoption Shelter** organization having an address of **14700 Almeda Road, Houston, Texas 77053** (the "Destination Agency"). The Source Agency and the Destination Agency are sometimes referred to herein individually as a "Party" and collectively herein as the "Parties".

WHEREAS, the Source Agency is the rightful owner of certain dogs and cats as are more fully described in a Transport Manifest (provided electronically when feasible to the destination agency). Such animals having surpassed any applicable State-required stray hold period; and

WHEREAS, Destination Agency has the desire, as well as the available space and sufficient resources, to take ownership and possession of the Animals with the intent of finding permanent placement for the Animals; and

WHEREAS, Source Agency shall transfer, and Destination shall accept, all rights, ownership, control, and responsibility of the Animals per the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration the receipt of which is acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Representations of the Source Agency:

Source Agency represents and warrants the following:

- A. The Source Agency bears the responsibility of transporting Animals to the Destination Agency, whereas, the Source Agency may request assistance when applicable under circumstances that otherwise forbear the Source Agency from transportation to the Destination Agency, whereas the Animals meet requirements of this agreement and the Animals are of sound temperament and are otherwise in reputable condition.
- B. The Source Agency is the rightful owner of the Animals and has the lawful authorization to transfer ownership of the Animals to the Destination Agency before or after the applicable State-required stray hold period, whereas, the Source Agency may request the Destination Agency for immediate transport and transfer ownership of the Animals to the Destination Agency for the State-required stray hold period.
- C. Before the Animals are transferred to the Destination Agency (or its authorized representative), the Animals will be inspected by the Source Agency for potential health concerns, visually verifying the Animals are not demonstrating any signs of illness, are of sound temperament, and are otherwise in the condition that is described in the attached Exhibit A.
- D. At the time of Transport by the Source Agency and transfer of ownership to the Destination Agency, the Destination Agency shall provide all Medical Services to the Animals transferred into their custody and thereby ownership.

Houston Humane Society

- E. The Destination Agency shall assist the Source Agency with all Medical screening and services, whereas the Source Agency is vetting the Animals for purposes of being remanded into foster care within the jurisdiction of the Source Agency for the duration of the State-required stray hold period.
- F. Title and ownership of the Animals shall transfer to the Destination Agency immediately upon physical delivery of the Animals to the Transporter for purposes of Transport to the Destination Agency or its authorized representative (including commercial carrier).
- G. Source agency agrees to pay an intake fee of **\$75.00, Seventy-five dollars and zero cents**, per pet that is transferred to the Destination Agency. Payment is required at the time of intake.

2. Representations by the Destination Agency:

As conditions precedent to accepting ownership of the Animals, the Destination Agency agrees to the following:

- A. The Destination Agency shall bear all costs incurred for the subsequent care of the Animals, including without limitation, costs of necessary food, water, shelter, and healthcare at all times while the Animals are in the Destination Agency's custody.
- B. The Destination Agency agrees to accept all Animals that are delivered to it in the condition described in this Agreement and shall provide any necessary and reasonable care to the Animals per the Destination Agency's standard procedures.
- C. No Animal shall be euthanized for reason of lack of space at the Destination Agency's facility. Any decision for euthanasia shall only be for severe or non-rehabilitative illnesses or behaviors.
- D. The Destination Agency further agrees that no animal currently in its facility (or otherwise in its possession or custody) will be euthanized to make space for any Animals identified herein.
- E. The Destination Agency shall ensure all Animals are spayed/neutered before transferring ownership or possession of an Animal to any third party for purposes of adoption.
- F. Upon transfer of the Animals to the Destination Agency (or its authorized representative) for Transport, the Animals cannot be returned to the Source Shelter for any reason whatsoever unless agreed to by the Source Shelter and the Destination Shelter in writing.

3. Future Transports: The Source Agency and Destination Agency may enter into future Transports of animals, each of which shall be governed by the terms of this Agreement (each a "Subsequent Transport") and the terms outlined in Exhibit A, in the same or similar form as outlined in this Agreement, and having been initialed by an authorized representative of the Parties.

4. Term: This Agreement shall be effective as of the Effective Date written above and binding upon the Parties until the mutual written termination of this Agreement by the Parties.

5. Miscellaneous:

- A. This Agreement shall be deemed to have been negotiated, made, and entered into in the State of Texas, and all performance hereunder, or breach thereof, shall be interpreted, governed, and construed according to the laws of the State of Texas.
- B. This Agreement shall be binding upon the parties, their representatives, successors, administrators, and assigns.

Houston Humane Society

- C. This Agreement and the rights and obligations herein may not be assigned or delegated in whole or part by either of the parties to any third party without the prior written consent of both of the parties.
- D. This Agreement does not constitute a partnership, joint venture, agency, employee/employer, or any other similar relationship between Destination Agency and Source Agency.
- E. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended, or supplemented, except on written consent of both parties.
- F. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.

IN WITNESS WHEREOF, the Parties have, by their authorized agents, signed and delivered this Agreement as of the Effective Date set forth above.

City of Manvel
SOURCE AGENCY

Signature: _____

Print Name: _____

Title: _____

Houston Humane Society
DESTINATION AGENCY

Signature: _____

Print Name: _____

Title: _____

Houston Humane Society

EXHIBIT A

MUTUAL SHELTER GUIDELINES AND REQUIRED CONDITIONS BEFORE TRANSPORT

Please initial each section indicating that you have read and agree to the conditions within.

Key Veterinary Medical Contacts

(Name, Phone, Email)

Source: _____

Destination: _____

Animal Transport Guidelines

- **Health exam and status:** _____ *Source Initial* _____ *Destination Initial*
 - Animals will receive a documented intake health examination at the destination shelter.
 - Animals will receive a documented exit health examination at the destination shelter.
- **Documentation:** _____ *Source Initial* _____ *Destination Initial*
 - Medical records will be held in a hard copy and may be electronically disseminated as applicable after the time of transport by the destination
 - When available, rabies certificates will be provided by the destination
 - When necessary, health certificates will be provided by the destination
 - A summary of behavior issues will be provided by the source before transport
 - When applicable, behavior records/evaluation sheets will be provided in hard copy at the time of transport
- **Age:** _____ *Source Initial* _____ *Destination Initial*

Animals being transported in our program will be no less than 8 weeks of age.
- **Assistance with Transport:** _____ *Source Initial* _____ *Destination Initial*
 - Destination Agency _____ CAN OFFER _____ CAN NOT OFFER (initial one option) assistance to Source Agency. If yes, in what form can assistance be provided? Please describe below (if applicable, please indicate the total dollar amount, resources provided (tests, vaccinations, etc.), or other assistance): _____



CITY COUNCIL DATA SHEET

MEETING DATE: February 5, 2024

Regular Agenda

TOPIC:

May 4, 2024, General Election and Joint Election Agreement with the County Clerk of Brazoria County.

BACKGROUND:

Ordinance needed to order the General Election on May 4, 2024, for the purpose of electing two councilmembers: one each for, place 1, and place 2; designating the city election precincts; designating a polling place; providing for the appointment of a presiding election judge and alternate presiding election judge; and approving a joint election contract with the County Clerk of Brazoria County

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-O-10

ATTACHMENTS:

Ordinance 2024-O-10

FUNDING ISSUES

- ☐ Not applicable
- ☐ Not budgeted
- ☐ Full amount already budgeted
- ☐ Funds to be transferred

SUBMITTING STAFF MEMBER Tammy Bell	FINANCE DIRECTOR APPROVAL CITY MANAGER APPROVAL:
---	--

ORDINANCE NO. 2024-O-10

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, ORDERING THE HOLDING OF A GENERAL ELECTION ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING TWO COUNCILMEMBERS: ONE EACH FOR, PLACE 1, AND PLACE 2; DESIGNATING THE CITY ELECTION PRECINCTS; DESIGNATING A POLLING PLACE; PROVIDING FOR THE APPOINTMENT OF A PRESIDING ELECTION JUDGE AND ALTERNATE PRESIDING ELECTION JUDGE; APPROVING A JOINT ELECTION CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE; ESTABLISHING OTHER PROCEDURES FOR CONDUCTING THE ELECTION; PROVIDING FOR THE INCORPORATION OF THE PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Texas provide that on May 4, 2024, there shall be a general election for municipal officers;

WHEREAS, Article III of the City Charter provides for the elections of its city councilmembers; and

WHEREAS, the City Council of the City of Manvel, Texas, (hereinafter referred to as the “City”) has determined that the City should conduct its general municipal election on Saturday, May 4, 2024, and that the following officials shall be elected for the City:

Councilmember, Place No. 1 (3 year term)

Councilmember, Place No. 2 (3 year term)

WHEREAS, the election so ordered for the City of Manvel is being ordered not later than 62 days before the election day pursuant to §3.005(a), Texas Election Code; and

WHEREAS, the Texas Election Code is applicable to said election, and in order to comply with said Code, an ordinance should be passed calling the election and establishing the procedures to be followed in said election, and designating the voting place for said election; and

WHEREAS, section 4.10(f) of the City Charter provides that an ordinance calling an election only requires one reading; and

WHEREAS, the City of Manvel (the “City”) lies within the boundaries of Brazoria County; and

WHEREAS, the City approves and agrees to conducting the City General Election jointly with other political subdivisions in Brazoria County in accordance with *Tex. Elec. Code, Chapter 271*

WHEREAS, the City and other political subdivisions in the area have made provision to contract with the Brazoria County Elections Officer to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code*;

WHEREAS, the City Council desires to authorize the Mayor to execute a joint election agreement and contract for election services with Brazoria County for the conduct and supervision of the election to be held on May 4, 2024 “Exhibit B”;

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

Section 1. The facts and matters contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. General Election Ordered and Notice of Election. A general election shall be held on May 4, 2024 to elect the following city officers: City Council Place 1; and City Council Place 2 of the City of Manvel, Texas. The Mayor is hereby authorized to order and give notice of such election in accordance with the Order of City Officers Election. Said Order and Notice will be printed in English and Spanish when required to comply with bilingual requirements as stipulated in Voting Rights Act of 1985. Said Order and Notice shall be posted in accordance with terms and provisions of Article 6.08 of the Election Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

Section 3. Filing Period. Candidates for the above officers may file their application beginning January 17, 2024, and shall file their applications no later than 5:00 p.m. February 16, 2024. All candidates for the office to be filed in the election to be held on May 4, 2024, shall file their application to become candidates, with the City Secretary of the City at City Hall, 20031 Hwy 6, Manvel, Texas. "Exhibit A" Notice of filing period. The City Secretary shall note on the face of each such application the date and time of its filing. Such application shall include the number of the place the candidate is seeking. A declaration of write-in candidacy must be filed with the City Secretary, as provided by Section 146.054 of the Texas Election Code, not later than 5:00 p.m. on February 20, 2024, except as otherwise provided in the case of a deceased or ineligible candidate.

Section 4. Drawing. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the Election Code. The City Secretary shall post a notice in her office, at least 72 hours prior to the date on which the drawing is to be held, of the time and place of the drawing, and shall also give personal notice to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by him or her, shall have a right to be present and observe the drawing.

Section 5. Ballots and Printed Materials. The ballots used for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer (the "Election Officer") for use on the voting devices and ballots used by Brazoria County. The official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 6. Joint Election. The City agrees to conduct a joint election with the political subdivisions designated by the Elections Officer, provided that such political subdivisions hold an election on May 4, 2024 in all or part of the same territory as the City. The joint election for political subdivisions in Brazoria County will be conducted in accordance with state law, this ordinance, and the Joint Election Agreement and Contract for Election Services with Brazoria County ("Election Services Contract"-See Exhibit B). The Joint Election Agreement and Contract for Election Services with Brazoria County is approved and the Mayor is authorized to execute the agreement. Per instruction from the Brazoria County

Elections Director, the County will prepare one Notice of Election that includes all political subdivisions and publish the notice in three newspapers: 1- The Facts 2 – The Alvin Sun 3- One of the Pearland Newspapers. The City will still prepare the City’s Notice of Election to post.

Section 7. Conduct of Election. The Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Services Contract and the law governing the holding of general elections by home-rule cities of the State of Texas.

Section 8. Election Precinct and Polling Place. The present boundaries of the City of Manvel, Texas shall constitute five (5) precincts for the election, and the polls shall be open for voting from 7:00 a.m. until 7:00 p.m. at the following polling place:

POLLING PLACES, AND PRECINCTS

Precinct 11, Precinct 40, Precinct 53, Precinct 58 and Precinct 68

2024 Polling Places – Election Day Vote Centers, voting shall occur at locations shown in Exhibit D

Any polling place may be changed by the Election Officer upon compliance with state and federal law.

Section 9. Early Voting. Early voting by personal appearance shall be conducted by Early Voting Clerks to be appointed by Brazoria County according to the Joint Election Agreement and Contract for Election Services entered into by and between the City of Manvel and Brazoria County, and, in accordance with Sections 83.032 and 83.034 of the Texas Election Code, the Early Voting Clerk may appoint one or more deputy early voting clerks who shall serve without additional compensation. Said clerks shall not permit anyone to vote early by personal appearance on any day that is not a regular working day for the Early Voting Clerk’s office, and, under no circumstances, shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public.

Early voting shall occur at

**** See Exhibit C****

for the period early voting is permitted by law.

The Early Voting Clerk shall keep said office open for early voting by personal appearance from 8:00 a.m. until 5:00 p.m. Monday, April 22, 2024 through Saturday, April 27, 2024 and from 8:00 a.m. until 5:00 p.m. on Monday, April 29, 2024 and Tuesday, April 30, 2024. Early voting shall be conducted in accordance with the requirements of the Texas Election Code.

The Early Voting Clerk’s mailing address to which ballot applications and ballots voted by mail may be sent is:

Joyce Hudman, County Clerk
111 E. Locust, Suite 200
Angleton, TX 77515-4664

All ballots cast shall be counted by an Early Voting Ballot Board, and the Presiding Judge and his/her clerks are hereby appointed the Early Voting Ballot Board for said election.

All expenditures necessary for the conduct of the election, the purchase of materials, and the employment of all election officials are hereby authorized in accordance with the Texas Election Code.

The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct such election.

Section 10. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Brazoria County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Brazoria County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Brazoria County for the election.

The Presiding Judge and the Alternate Judge shall be compensated at a rate of \$14.00/hr – overtime rate \$21.00/hr and the election clerks shall be compensated at a rate of \$12.00/hr, - overtime rate \$18.00/hr in accordance with Section 32.091 of the Texas Election Code. Further compensation shall be paid in accordance with Section 32.092 of the Texas Election Code.

Section 11. General. The Election Officer shall hold said election in accordance with the Texas Election Code and the Election Services Contract, and only resident qualified voters of said City, and ETJ where applicable, shall be eligible to vote at said election. Returns of said election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 7, 2024 nor later than May 15, 2024.

The City Secretary of the City of Manvel, in consultation with the City Attorney, is hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein. The City Attorney is authorized to send any and all needed preclearance submissions to the Department of Justice, if any, in connection with this election.

Section 12. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Election Officer shall comply with the Texas Elections Code.

PASSED AND APPROVED on first reading this _____ day of February, 2024.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney



NOTICE OF DEADLINE TO FILE APPLICATIONS FOR PLACE ON THE BALLOT

(AVISO DE FECHA LÍMITE PARA PRESENTAR SOLICITUDES PARA
UN LUGAR EN LA BOLETA)

Notice is hereby given that applications for a place on the City of Manvel, Texas, General Election ballot may be filed during the following time:

(Se da aviso por la presente que las solicitudes para un lugar en la boleta de la Elección General de Manvel, Texas se pueden presentar durante el siguiente horario:)

Filing Dates and Times:

(Fechas y Horario para Entregar Presentaciones)

Start Date: JANUARY 17, 2024
(Fecha Inicio)

End Date: FEBRUARY 16, 2024
(Fecha Limite)

Office Hours:
(Horario de la Oficina)

8:30 a.m. to 5:30 p.m., Monday through Thursday

8:30 a.m. to 11:30 a.m., Friday

**** 8:30 a.m. to 5:00 p.m. on Friday February 16, 2024 ****

Physical address for filing applications in person for place on the ballot:
(Dirección a física para presentar las solicitudes en persona para un lugar en la boleta)

Manvel City Hall

20031 Hwy 6

Manvel, Texas 77578

Address to mail applications for place on the ballot (if filing by mail);
(Dirección a donde enviar las solicitudes para un lugar en la boleta (en caso de presentar por correo))

Manvel City Hall

(Attn: City Secretary)

P.O. Box 187

Manvel, Tx 77578



Tammy Bell, City Secretary

Printed Name of Filing Officer

(Nombre en letra de molde del Oficial de Archivos)

Signature of Filing Officer

(Firma del Oficial de Archivos)

12/08/2023

Date Posted

(Fecha archivada)

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below) by and between the CITY OF MANVEL, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 4, 2024. Political Subdivision and the County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF MANVEL, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5.3), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as this Agreement provides. Political Subdivision agrees to pay the County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and measures to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall prepare, adopt, and publish all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. Regarding publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision holds any Special Election, it may have to publish its own "Notice of Election" to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's Notice is not included in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."

Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election-day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the County. The proposed voting locations will be provided once the final candidate filing deadline has been met and listed as Attachment "A." If a voting location is unavailable, the Elections Department will arrange for an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A."

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A," at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and displaying the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A." Any voting location changes from those used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall appoint the presiding judge and alternate judge for each polling location per Chapter 32 of the Texas Election Code. If an emergency appointment is necessary, the appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, the Political Subdivision agrees to assist in recruiting bilingual polling place officials (fluent in English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code. It will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall set the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional \$25.00 for picking up the election supplies before Election Day and returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for the same.

All Parties agree that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment, including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information to enable the election judges in the voting locations with more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk's Election Department will order the maps and pass that charge on to that specific Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and propositions showing the order and the exact manner in which the candidate names and proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after each participating authority has determined ballot positions. Each participating authority shall proofread and approve the ballot pertaining to that authority's candidates and propositions. If any error or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared, then the Political Subdivision will be responsible for all costs.

VII. EARLY VOTING

The Parties agree to conduct joint early Voting and appoint the County Clerk as the Early Voting Clerk per Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Early Voting Clerk will post a copy of the daily early voting report on the county election website and a cumulative final early voting report following the election. We shall provide the Political Subdivision with the reports with written advance notice.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. With the assistance of the County Clerk Elections Department, the Presiding Judge shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunningham
Alternate Tabulation Supervisor:	Johnathan Escamilla
Presiding Judge:	Dottie Cornett
Alternate Presiding Judge:	Tamara Reynolds

After counting all precincts, the County Clerk Elections Department will prepare the unofficial canvass reports. It will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall electronically submit all Cities' precinct-by-precinct returns to the Texas Secretary of State's Office.

The County Clerk Elections Department shall post all election night results to the County website on election night. <https://www.brazoriacountyclerktx.gov>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Unless specifically stated otherwise, allocation of costs is mutually agreed to be shared. The County participates in "Vote Centers"; therefore, all political subdivisions can vote at any location.

It is agreed that the standard rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling location and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) The total cost will be calculated and then multiplied by the Political Subdivision percentage number of registered voters or with the minimum of \$2000.00; for those with a lesser amount, additional costs associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charged with the same formula as Election Day. Those political subdivisions with a percentage of registered voters less than the amount equal to \$2000.00 will be a minimum amount of \$2000.00 for the early voting period.

Political Subdivision conducting a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by the County Clerk on behalf of the Political Subdivision. Any monies deposited with the County by the withdrawing authority shall be refunded minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority and the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or an alternate facility used to keep county records. The County Clerk Elections Department shall ensure that the records are maintained orderly so that they are identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, or open records request that may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount, and the cost of the recount depends on the size of the election and the number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office acts as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either Party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments to this Agreement shall be of no effect unless in writing and signed by all parties.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each payment contemplated by this Agreement fairly compensates the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing forty-five (45) days written Notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires the Political Subdivision or County to incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this Agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay the County a deposit of \$2,000.00. This Deposit shall be paid to the County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 16, 2024. Therefore, the Deposit is due by March 1, 2024.

The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the election on MAY 4, 2024. If the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay the County the balance due within forty-five (45) days after receipt of the final invoice from the County's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund the excess amount paid to the Political Subdivision within forty-five (45) days after the final costs are calculated.

IN TESTIMONY HEREOF, this Agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2024, been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2024, has been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

CITY OF MANVEL, TEXAS

_____ By _____
Presiding Officer or Authorized Representative
CITY OF MANVEL

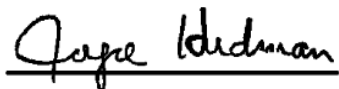
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake Jackson.....Doris Williams Civic Center, 333 Hwy 332 East
ManvelManvel Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

April 22-27.....8 AM – 5 PM
April 29-30.....8 AM – 5 PM



Early Voting Clerk

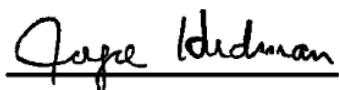
AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Ubicación Principal).....East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonDoris Williams Civic Center, 333 Hwy 332 East
ManvelManvel Annex, 7313 Corporate Dr
Pearland EsteTom Reid Library, 3522 Liberty Dr
Pearland OesteWest Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
SweenySweeny Community Center, 205 W Ashley Wilson Rd
West ColumbiaPrecinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

22-27 de abril.....8 AM – 5 PM
29-30 de abril.....8 AM – 5 PM



Secretaria de la Votación Adelantada

	NOTE: Subject to change due to cancellation	
Home Pct #	Polling Place	Zip Code
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	77515
2	Precinct 4 Building #2, 121 N 10th St, West Columbia	77486
4	Brazoria Library, 620 S Brooks, Brazoria	77422
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	77541
9	Bonney Annex Building, 19025 FM 521, Bonney	77583
11	Alvin ISD Heritage Complex, Liberty Alumni Hall, 10855 Iowa Colony Blvd, Iowa Colony	77583
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland	77581
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	77480
15	Danbury Community Center, 6115 5th St, Danbury	77534
17	Freeport Library, 410 Brazosport Blvd, Freeport	77541
19	Clute Event Center, 100 Parkview Dr, Clute	77531
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	77541
23	Doris Williams Civic Center, 333 Hwy 332 East, Lake Jackson	77566
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village	77581
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland	77584
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland	77584
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach	77541
39	Alvin Library, 105 S Gordon, Alvin	77511
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	77584
46	Tom Reid Library, 3522 Liberty Dr, Pearland	77581
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland	77584
65	Manvel Annex, 7313 Corporate Dr, Manvel	77578
75	Richwood City Hall, 1800 N Brazosport Blvd, Richwood	77531
Open only if city has an election:		
6	Liverpool City Hall, 8901 County Road 171, Liverpool	77577
25	Hillcrest Village Municipal Building, 200 W Timberlane, Alvin	77511



CITY COUNCIL DATA SHEET

MEETING DATE: February 5, 2024

Regular Agenda

TOPIC:

Budget Amendment for the funding of the Police Station

BACKGROUND:

We currently have a budget balance for the Police Station Construction of \$20,965,924.43. We have used \$14,775.00 leaving a budget balance of \$20,951,149.63.

After going out for bids, construction cost for the Police Station building will be \$21,250,000. We are requesting a budget transfer from the Public Works Building Construction, which currently has a budget balance of \$7,980,621.65. The current estimated cost of the public works building construction will be \$7,100,000 plus furniture, fixtures, and equipment needed for the offices.

RECOMMENDATION:

Staff recommends approval of a budget transfer of \$300,000
From: 50-91-7536 Public Works Building (Community Services Building Construction)
To: 50-91-7535 Police Station Construction.

ATTACHMENTS:

Exhibit A – Budget Report for Capital Projects

FUNDING ISSUES

- ☐ Not applicable
- ☐ Not budgeted
- ☐ Full amount already budgeted
- ☒ Funds to be transferred from Acct.#50-91-7536 to #50-91-7535

SUBMITTING STAFF MEMBER
Rosa Donaire

FINANCE DIRECTOR APPROVAL ☒

CITY MANAGER APPROVAL: ☒

ORDINANCE NO. 2024-O-11

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 POLICE STATION CONSTRUCTION. 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, 2024-O-04, and 2024-O-07 the City Council of the City of Manvel, Texas, amended the budget for the Fiscal Year ending September 2024; and

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

WHEREAS, the Capital Projects Fund budget amendment is needed to account for additional funds needed for the Police Station Construction; and

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

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

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

GENERAL FUND

Line Item	Description	Current	Increase	Decrease	Amended
50.91.7535	Police Station Construction	\$20,965,924.63	\$300,000		\$21,265,924.63
50.91.7536	Community Services Building Const	\$7,980,621.65		(\$300,000)	\$7,680,621.65

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



Manvel, TX

Budget Report

Account Summary

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 50 - Capital Projects Fund							
Revenue							
50-06-4600	Interest Income	25,000.00	25,000.00	0.00	417,768.77	392,768.77	1,671.08 %
50-07-4811	Other Income	328,000.00	328,000.00	0.00	902,100.94	574,100.94	275.03 %
50-09-4950	Transfer In - Gen Fund	0.00	410,000.00	0.00	0.00	-410,000.00	100.00 %
50-09-4963	Transfer In - Impact Fee Fund	250,000.00	250,000.00	0.00	0.00	-250,000.00	100.00 %
50-09-4999	Transfer In - Fund Balance	45,347,997.40	45,347,997.40	0.00	0.00	-45,347,997.40	100.00 %
Revenue Total:		45,950,997.40	46,360,997.40	0.00	1,319,869.71	-45,041,127.69	97.15 %
Expense							
50-91-7412	Comprehensive Plan	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
50-91-7413	Thoroughfare Plan	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00 %
50-91-7502	Water Plant Improvements	212,939.64	12,939.64	0.00	3,856.00	9,083.64	70.20 %
50-91-7506	Elevated Storage Tank	5,648,758.75	5,848,758.75	1,053.00	12,502.25	5,836,256.50	99.79 %
50-91-7507	Surface Water Rights Acquisition	362,724.00	362,724.00	0.00	0.00	362,724.00	100.00 %
50-91-7511	Municipal Complex	1,627,280.60	1,627,280.60	0.00	0.00	1,627,280.60	100.00 %
50-91-7524	Masters/Jordan Development	174,491.57	174,491.57	0.00	0.00	174,491.57	100.00 %
50-91-7529	FM 1128 Water Line Ext	1,441,562.84	1,441,562.84	0.00	0.00	1,441,562.84	100.00 %
50-91-7531	Building Planning	97,111.98	97,111.98	225.00	497.65	96,614.33	99.49 %
50-91-7532	Wastewater Improvements	803,898.14	803,898.14	0.00	0.00	803,898.14	100.00 %
50-91-7533	SCADA Improvements	25,696.09	25,696.09	0.00	0.00	25,696.09	100.00 %
50-91-7535	Police Station Construction	20,965,924.63	20,965,924.63	225.00	14,775.00	20,951,149.63	99.93 %
50-91-7536	Community Services Building Constru...	7,980,621.65	7,980,621.65	0.00	0.00	7,980,621.65	100.00 %
50-91-7537	City Hall Expansion - Phase 2	6,000,000.00	6,000,000.00	0.00	0.00	6,000,000.00	100.00 %
50-91-7557	Clark Rd Project - CSJ 0912-31-317	0.00	410,000.00	0.00	409,489.54	510.46	0.12 %
50-91-7559	Other Projects	61,710.00	61,710.00	0.00	5,100.00	56,610.00	91.74 %
Expense Total:		45,672,719.89	46,082,719.89	1,503.00	446,220.44	45,636,499.45	99.03 %
Fund: 50 - Capital Projects Fund Surplus (Deficit):		278,277.51	278,277.51	-1,503.00	873,649.27	595,371.76	-213.95 %
Report Surplus (Deficit):		278,277.51	278,277.51	-1,503.00	873,649.27	595,371.76	-213.95 %

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 50 - Capital Projects Fund						
Revenue	45,950,997.40	46,360,997.40	0.00	1,319,869.71	-45,041,127.69	97.15 %
Expense	45,672,719.89	46,082,719.89	1,503.00	446,220.44	45,636,499.45	99.03 %
Fund: 50 - Capital Projects Fund Surplus (Deficit):	278,277.51	278,277.51	-1,503.00	873,649.27	595,371.76	-213.95 %
Report Surplus (Deficit):	278,277.51	278,277.51	-1,503.00	873,649.27	595,371.76	-213.95 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
50 - Capital Projects Fund	278,277.51	278,277.51	-1,503.00	873,649.27	595,371.76
Report Surplus (Deficit):	278,277.51	278,277.51	-1,503.00	873,649.27	595,371.76



CITY COUNCIL DATA SHEET

MEETING DATE: February 5, 2024

Regular Agenda

TOPIC:

Approve Flintco as the General Contractor for the Construction of Manvel Police Station

BACKGROUND:

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

The selected CMAR completed the preconstruction phases of the project but unfortunately decided to pull-out of the region and sever ties with the City. With construction plans now having an issue to bid set, City staff was directed to bid the project via Competitive Sealed Proposal following similar evaluation criteria used for CMAR. Flintco has submitted a stipulated contract price of \$21,250,000 for construction of Manvel Police Station.

RECOMMENDATION:

Staff is recommending, after evaluating the submission, to award of the Construction of Manvel Police Station to Flintco.

ATTACHMENTS:

RFP Manvel Police Station (addendum 5) Pricing Scans, and Flintco submission

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER
Adewale Taiwo
Capital Projects Manager

FINANCE DIRECTOR APPROVAL Yes
CITY MANAGER APPROVAL: Yes

ADDENDUM NO. FIVE

Date: 26 January 2024

Project: Manvel Public Works Facility and Police Department
6311 FM 1128 & 6605 Masters Road
Manvel, Texas 77578

From: PGAL
3131 Briarpark Drive
Suite 200
Houston, Texas 77042

To: Prospective Bidders

This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

PART 1 - SPECIFICATIONS

Item No. 1:

The following applies to both Public Works and Police Station projects.

Refer to revised Specification Division 0 listed below and as attached:

Document 00115 – Instructions to Bidders
Document 00130 – Request for Proposal
Document 00305 – Total Stipulated Price Form
Document 00400 – Standard Agreement for Contracting Services

PART 3 – ATTACHMENTS

Item No. 2:

The following applies to both Public Works and the Police Station projects.

Refer to attached responses to bidder questions.

Contractor, Subs and Vendor RFI Log dated 1/26/2024

END OF ADDENDUM NO. FIVE

**DOCUMENT 00115
INSTRUCTIONS TO BIDDERS**

PART I: DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders are defined in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

PART II: COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, may be obtained as stated in the Invitation to Bidders. The cost of the plans and specifications are also identified in the Invitation to Bidders. The deposit shall not be refunded to Bidders.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The City in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant permission for any other use.

PART III: QUALIFICATION OF BIDDER

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of the City's request written evidence of the types of insurance and other data as set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid shall contain evidence of Bidder's qualification to do business in the State of Texas or covenant to obtain such qualification prior to award of the Contract.

PART IV: EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder shall:
- A. Examine the Contract Documents and Drawings thoroughly.
- B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work.

- C. Familiarize themselves with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work.
 - D. Study and carefully correlate Bidder's observations with the Contract Documents.
 - E. Perform Constructability Review. If no ambiguities are brought to attention before or at the Mandatory Pre-Proposal meeting, City shall assume there are none and project is deemed Constructible as designed.
- 4.2 Bidders Responsibility - Bidders are required to inform themselves of the conditions under which the work is to be performed and all other factors that might affect the manner or method of work. The City does not make any representations as to the conditions under which the Work is to be performed. The Bidder, if awarded the contract, shall not be allowed any extra compensation by reason of any condition which affects the work if such condition could have been discernible by the Bidder prior to the bidding.
 - 4.3 Before submitting his Bid, each Bidder shall, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
 - 4.4 Upon request, the City shall provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of his Bid.
 - 4.5 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Supplementary Conditions, the General Requirements or the Drawings.
 - 4.6 The submission of a Bid shall constitute an incontrovertible representation by the Bidder that they have complied with every requirement, scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

PART V: INTERPRETATIONS

- 5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City in writing. Replies shall be issued by Addenda mailed or delivered to all parties recorded by the City as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

PART VI: BID SECURITY

- 6.1 Bid Security shall be made payable to the City, in amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a cashiers or certified check from a state or local bank or a Bid Bond issued by a Surety meeting the requirements of the General Conditions.
- 6.2 The Bid Security of the Successful Bidder shall be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it shall be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within five (5) days of the Notice of Award, the City may chose to annul the Notice of Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom the City believes to have a reasonable chance of receiving the award shall be retained by the City until the earlier of the seventh (7th) day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first (61st) day after the Bid opening. Bid Security of other bidders shall be returned within seven (7) days of the Bid opening.

PART VII: CONTRACT TIME

- 7.1 The number of working days within which, or the date by which, the Work is to be completed is set forth in the Bid Form and shall be included in the Agreement.

PART VIII: LIQUIDATED DAMAGES

- 8.1 Provisions for liquidated damages, if any, are set forth in Article IV of Document 00400 – Standard Agreement for Contracting Services. Contractor shall determine and list liquidated damages on Document 00305 – Total Stipulated Price Form.

PART IX: SUBSTITUTE MATERIAL AND EQUIPMENT

- 9.1 The Contract, if awarded, shall be on the basis of material and equipment described in the Drawings or specified in the Specifications without considerations of possible substitute or "or-equal" items. Whenever it is indicated in the drawings or specified in the Technical Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the City, application for such acceptance shall not be considered by the City until after the "effective date of the Agreement". Appropriate adjustment to the price or time of the Contract shall be made thereafter. The procedure for submittal of any such application by the Contractor and consideration by the City is set forth in the General Conditions.

PART X: SUBCONTRACTORS, ETC.

- 10.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to the City in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after the day of the Bid opening submit to the City a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by the City. If the City, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution shall not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom the City does not make written objection prior to the giving of the Notice of Award shall be deemed acceptable to the City.
- 10.2 No Contractor shall be required to employ any Subcontractor, other person, or organization against whom they have reasonable objection.

PART XI: BID FORM

- 11.1 The Bid Form is attached hereto; additional copies may be obtained from the City.
- 11.2 Bid Forms shall be completed by typewriter or computer. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words shall take precedence.
- 11.3 Bids by Corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature and the official address of the partnership shall be shown below the signature.
- 11.5 All names shall be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form) and list amounts Contractor determined for liquidated damages.
- 11.7 The address to which communications regarding the Bid are to be directed shall be shown.
- 11.8 The Bid Form includes supplemental pay items to facilitate payment for charges and alterations that may be required to complete work. Quantities have been established for Supplemental Items shown on Document 00305 – Stipulated Price Form. The Contractor shall bid unit prices and provide extension of unit prices and quantities for total amount bid. The actual work as provided by the General Provisions, Technical Specifications, and shown on the Drawings and/or the Exhibits is described in the Bid Form items other than supplemental pay items. When work covered by supplemental items is requested by the City or the Contractor and approved by the City, payment shall be based on the quantity actually constructed and unit prices bid in Bid Form. Award shall be based on Total Base Bid.

PART XII: SUBMISSION OF BIDS

- 12.1 Bids shall be submitted at the time and place indicated in the Invitation to Bidders and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
- 12.2 The City Secretary's Office shall receive Bids at 20031 Morris (State Highway 6), Manvel, Texas, 77578 until 2:00 P.M. local time as shown on the clock in the City Secretary's Office, on January 30, 2020.

PART XIII: MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If within twenty-four (24) hours after Bids are opened, any Bidder who files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and his Bid Security shall be returned. Thereafter, that Bidder shall be disqualified from further bidding on the Work.

PART XIV: OPENING OF BIDS - BIDS SHALL BE OPENED PUBLICLY

- 14.1 When Bids are opened publicly, they shall be read aloud and an abstract of the amounts of the base Bids and major alternates (if any) shall be made available after the date of Bid opening.

PART XV: BIDS TO REMAIN OPEN

- 15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but the City may, at the City's sole discretion, release any Bid and return the Bid Security prior to the end of the sixty (60) day period.

PART XVI: AWARD OF CONTRACT

- 16.1 The City reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Apparent Low Bidder, and the right to disqualify all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, the City shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid Forms. It is the City's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but the City may accept them in any order or combination to the benefit of the City.
- 16.3 The City may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations shall be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.
- 16.4 The City may conduct such investigations as they deem necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.
- 16.5 The City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the City's satisfaction.
- 16.6 If the Contract is to be awarded, it shall be awarded to the lowest responsible Bidder who has met all requirements of the bidding process and whose evaluation by the City indicates to the City that the award shall be in the best value for the City.
- 16.7 If the Contract is to be awarded, the City shall give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

PART XVII: REQUIRED BONDS

- 17.1 The General Conditions and the Supplementary Conditions set forth the City's requirements as to required Bonds. When the Successful Bidder delivers the executed Agreement to the City it shall be accompanied by the required Contract Security.
- 17.2 If the Contract exceeds Twenty-five Thousand Dollars (\$25,000.00), a Payment Bond shall be furnished, and if the contract exceeds One Hundred Thousand Dollars (\$100,000.00) a Performance Bond also, shall be furnished on the prescribed forms in the amount of one hundred percent (100%) corporate surety duly authorized to do business in the State of Texas. Attorneys-in-fact who sign Bonds must file with each Bond a certified and effective date copy of their Power of Attorney.

PART XVIII: INSURANCE

- 18.1 All insurance shall be written by an insurer licensed to conduct business in the State of Texas. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this Contract, whether the operations be himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable of the following types and limits [No insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specified formula for determining a specific dollar amount) aggregate policy year limit is expressly provided in the City of Manvel Insurance Requirements]. The City of Manvel, its officers, agents and employees must be named as an additional Insured on all insurance policies. Proof of such shall be verified before Contract is executed.
- A. Standard Worker's Compensation Insurance (with waiver of subrogation in favor of the City of Manvel, its officers, agents and employees). (The City and the Contractor and all persons providing services shall comply with the workers compensation insurance requirements of Section 406.096 of the Texas Labor Code and 28 TAC Section 110.110 (c)(2), a copy of which is attached hereto and is incorporated by reference).
- B. Commercial General Liability occurrence type insurance. No. "XCU" restrictions shall be applicable. Products/completed operations coverage must be included.
- C. Comprehensive Automobile Liability (including owned, non-owned and hired vehicle coverage).

D. Contractual Liability Insurance covering the indemnity provision of this Contract in the same amount and coverage as provided for Commercial General Liability Policy, specifically referring to this Contract by date, bid number and location.

E. All-Risk Builder's Risk of the non-reporting type (not required for paving projects, water and sewer line projects or projects involving lump sum payments).

- 18.2 The Contractor shall cause the Contractors insurance company or insurance agent to fill in all information required (including names of insurance agency, the Contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into a valid certificate of insurance and pertaining to the above listed items in Paragraph 18.1 of this Document before commencing any of the work and within the time specified. The Contractor shall file said forms with the City.
- 18.3 Said Certificate of Insurance coverages afforded under the policies shall not be altered, modified or cancelled unless at least fifteen (15) days prior written notice has been given to the City. The Contractor shall also file with the City valid Certificate(s) of Insurance for all from or for all Subcontractors and showing Subcontractor(s) as the Insured.
- 18.4 The original Builder's Risk policy shall provide for fifteen (15) days written notice of alteration, modification or cancellation and shall be furnished to the City. Provided, however, until the Original Policy is issued and furnished to the City a Certified Insurance Binder with the identical notice shall be acceptable in place of the original policy, which original policy shall be received by the City not later than thirty (30) days after the issuance of the Notice to Proceed for the project. Notwithstanding any other provision in the Contract Documents, it is further mutually understood and agreed that no payment will be due and owing or made to the Contractor for any work performed under the Contract until after all of the required insurance documentation, including the original policy specified above, are received by the City.

PART XIX: SIGNING OF THE AGREEMENT

- 19.1 When the City gives a Notice of Award to the Successful Bidder, it shall be accompanied by at least three (3) unsigned counterparts of the Agreement and all other Contract Documents attached. Within ten (10) working days thereafter the City shall deliver one (1) fully signed counterpart to the Contractor.

PART XX: SPECIAL REQUIREMENTS

- 20.1 Preparation of Bids: Unless otherwise directed in the Invitation of Bidders, bids shall be submitted in duplicate upon the forms provided, or copies thereof. The bids shall be prepared in compliance with the requirements of the Invitation to Bidders, these instructions, and any instructions printed on the prescribed forms. All blank spaces on the Bid Forms shall be filled in as noted, typed, with both words and figures; amounts shall be extended and totaled and no change shall be made in the phraseology of the forms or of the bid items thereon. If optional items are shown on the Bid form, and the Bidder elects not to bid on these optional items, then "No Bid" shall be entered in the blank spaces provided. Any bid may be deemed irregular which contains any omission, alteration, erasure, addition, or change of any nature, or which does not include prices for each and every bid item (excluding optional items). In order to ensure consideration, the bid must be enclosed in a sealed envelope that is clearly marked with the notation "Bid Enclosed" and further identified by the name and number of the project. Unless directed otherwise in the Invitation and to Bidders, the bid shall be addressed to the City.
- A. A Bidder may withdraw his bid before the time of closing by submitting a written request for its withdrawal to the person who holds the bid.
- B. Further, any bid in which the prices are obviously unbalanced, or which fails in any manner to conform to the bidding procedures as set forth, shall also be considered irregular.
- C. The Bids shall have the Cashier's or Certified check or Bid Bond at the front of the Bid Documents.
- 20.2 Irregular bids as described in Paragraph 19.1 of this Document shall conform to the following rules:
- A. Bid Forms having blank spaces or change in phraseology shall be rejected.
- B. Bid Forms with a conflict between the written amount and the figures; the written amount shall be used.
- C. Bid Forms with a conflict between Individual Unit Prices and the Extension of that Unit price; the Individual Unit Price times the Estimated Quantity shall be used.
- D. Bid Forms with a conflict between Unit Price Extensions and the total of the Unit Price Extensions; the sum of all of the Unit Price Extensions shall be used.

- E. Bid Forms with a conflict between Individual Alternate and total of all Alternates; the sum of all individual Alternates shall be used.
- F. Bid Forms with a conflict between Individual subtotals for Stipulated Price, Base Unit Prices, Cash Allowances and Alternates; the sum of Individual subtotals for Stipulated Price, Base Unit Prices, Extra Unit Prices, Cash Allowances and Alternates.
- 20.3 Subsurface Information: Any information provided in regard to subsurface data, test borings, etc., shall be considered approximate. Any soils report that the City has obtained shall be provided to the Bidders for their use. The interpretation of soils information, results of soil borings, etc., is in no way guaranteed.
- 20.4 Open Specifications: Where equipment or materials are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality and/or performance; and to establish an equal basis for the evaluation of bids. Where the words "equivalent", or "equal to" are used, they shall be understood to mean that the product or item referred to shall be the equivalent to or equal to, in the opinion or judgment of the City, the product or item specified by name. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be, in all cases, fully equivalent to approved samples. Notwithstanding that the words "equivalent", "equal to", or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article, or process, specifically designated shall be used. The City has the right to require the use of such specifically designated materials, articles, or processes.
- 20.5 Price of Materials and Sales Tax: The Contractor shall be responsible for compliance with all current State Laws and Provisions of the State Comptroller's office on price of materials and sales tax. The City is a tax-exempt organization and materials that become the property of the City upon acceptance of contract may be provided without tax if the Contractor maintains proper records and procedures.

PART XXI: PRE-BID CONFERENCE

- 21.1 There will be a non-mandatory Pre-Bid Conference for this project at **2:00 P.M. on January 16, 2024** at Manvel City Hall.

**PART XXII: FINANCIAL STATEMENT AND STATEMENT OF
QUALIFICATIONS**

- 22.1 The Bidder shall, upon request by the City, furnish such information and date as the City may request to determine the ability of the Bidder to perform the Work, including, without limitation, a list of all jobs completed within the last twenty-four (24) months giving the name of the Owner, amount of the Contract, description of the job, and name of the Owners representative who is familiar with the work performed by the Contractor.

PART XXIII: CONFLICT HIEARCHY

- 23.1 Conflicts of the Drawings shall rule as follows:
- A. Details shall overrule the Drawings.
 - B. City of Manvel Standard Details shall overrule Details.
 - C. Special Details shall overrule all.
 - D. Dimensions or Stationing shall overrule scaled measurements.
- 23.2 Conflicts in Bidding Instructions shall rule as follows:
- A. Special Instructions to Bidders shall overrule Instructions to Bidders.
 - B. Addenda shall overrule Special Instructions.
- 23.3 Conflicts in the Conditions shall rule as follows:
- A. Supplemental Conditions shall overrule General Conditions.
 - B. Addenda shall overrule Supplemental Conditions.
- 23.4 Conflicts in the Technical Specifications shall rule as follows:
- A. Special Specifications shall overrule Technical Specifications.
 - B. Special Provisions shall overrule Special Specifications.
 - C. Addenda shall overrule all.

- 23.5 Conflicts between Instructions to Bidders, Drawings, Conditions and Technical Specifications shall rule as follows:
- A. All Bidders Instructions shall overrule all Conditions.
 - B. All drawings shall overrule all Bidders Instructions.
 - C. All Specifications shall overrule all Drawings.
 - D. Addenda shall overrule all.

PART XXIV: LAWS

- 24.1 All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the Contract throughout.

24.1 Under Section 231.006, Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:

- (1) receive payments from state funds under a contract to provide property, materials, or services; or
- (2) receive a state-funded grant or loan.

A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

PART XXV: PERMITS, FEES, AND REGISTRATION

- 25.1 All contractors and subcontractors that are bidding on portions of work that is residential or commercial in nature and is not an integral part of public infrastructure shall register with the City of Manvel.
- A. The registration fee is \$100.00 and is a one (1) time fee.
 - B. All contractors and subcontractors must fill out the "Contractors Registration Form" which can be obtained at the City of Manvel Building Department.

C. All contractors and subcontractors shall provide proof of General Liability insurance.

25.2 The following trades must also have in addition to the above:

A. General Contractor – the owner shall provide drivers license number and contractors license.

B. Electrical Contractor – the owner shall provide drivers license number and Master License.

C. HVAC – the owner shall provide drivers license number and Master License.

D. Plumbing - the owner shall provide drivers license number and Master License.

E. Irrigation - the owner shall provide drivers license number and Irrigation License.

25.3 The trades listed in Paragraph 25.2 of this Section must also apply for their permits (i.e. Building, Electrical, HVAC, Plumbing, and Irrigation) and all fees shall be waived for City projects.

END OF DOCUMENT



DOCUMENT 00130

CITY OF MANVEL

**REQUEST FOR PROPOSAL (RFP)
RFP# FY2023-04**

Manvel Police Station and Public Works Facility

ISSUE DATE: December 17, 2023

The City of Manvel (“City”) is soliciting competitive sealed proposals from qualified firms (also referred to in this document as “Proposing Firm,” “Respondent,” or “Proposer”) for the following:

The City of Manvel is planning on constructing a new Public Works Facility that includes a 7,594 SF Administration Building, a 12,406 SF Maintenance Building and support structures in Manvel, Texas. The Administration Building will be a one-story tilt-wall building and the Maintenance Building will be a one story PEB with a partial mezzanine. There will be a fuel station and covered parking on the site. Site work consists of public surface parking, staff and equipment parking, detention pond, and landscape areas.

The City of Manvel is planning on constructing a new Police Station that includes a 41,063 SF structure and support structures in Manvel, Texas. The Police Station will be a one-story masonry clad building. There will be an animal facility and covered parking on the site. Site work consists of public surface parking, staff and equipment parking, detention pond, and landscape areas.

Sealed submittals, plainly marked “**RFP #FY2023-04**” shall be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:00 P.M. on January 30, 2024 at the City of Manvel City Hall, 20031 Morris Avenue, Manvel, Texas 77578. A list of firms submitting proposals will be available the following business day by contacting Adewale Taiwo at adewale.taiwo@cityofmanvel.com or by calling (832) 336-4075.

Copies of this Request for Proposal may be obtained on City’s website found at <https://www.cityofmanvel.com/286/Notice-to-Bidders-RFPs-and-RFQs> and from Civcast by searching CivCastUSA.com.

The City of Manvel does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of City of Manvel should be directed to: Adewale Taiwo at adewale.taiwo@cityofmanvel.com or by calling (832) 336-4075.

The written proposal documents supersede any verbal or written prior communications between the parties.

The following described Exhibits are attached to and are a part of this RFP:

Exhibit A: Required Information for Response to RFP.

Exhibit B: Division 0 which includes the proposed contract to be executed between the City and the Contractor for Construction Phase Services.

Exhibit C: Contract Drawings and Specifications for both projects.

Exhibit D: Project Schedule for both projects.

CONTINUE BELOW FOR THE COMPLETE REQUEST FOR PROPOSAL DOCUMENT.

The City of Manvel reserves the right to reject any or all submittals, to waive technical or legal deficiencies and to accept any submittal that it may deem to be in the best interest of the City.

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SECTION 1. ADMINISTRATIVE INFORMATION

A. Contacts - The City has retained PGAL as Architect, whose designated representative on the Project is Jeff Gerber. The City's representative will be Adewale Taiwo.

B. Agreement Form

The contracting document shall be the City of Manvel's standard agreement form. A draft copy is included in the RFP but final documents will be as approved by the City's legal counsel. The included divisions are to serve as guidelines to the contractors.

SECTION 2. PURPOSE

The City of Manvel is soliciting competitive sealed proposals for the provision of Construction Services under a Competitive Sealed Proposals approach for the construction of a new Public Works Facility that includes a 7,594 SF Administration Building, a 12,406 SF Maintenance Building, support spaces and related site work at 6311 FM 1128 in Manvel, Texas and a new one-story 41,063 SF Police Station and related site work located at 6605 Masters Road in Manvel Texas.

These two projects will be bid separately as under this solicitation, but this solicitation includes an alternate to combine both projects as a single award to one contractor under a single agreement.

The City expects to award each project to the Contractor that offers the best value as defined by this RFP. The City may elect to award both projects to the same Contractor should that be deemed the best value to the City.

SECTION 3. PRE-PROPOSAL

A. Pre-proposal Conference Date and Location:

A mandatory pre-submittal meeting will be held on **Tuesday January 16, 2024 at 2:00 p.m. CST** at the City of Manvel City Hall, 20031 Morris Avenue, Manvel, Texas 77578. **To participate in the virtual pre-submittal meeting, email a request to Adewale Taiwo, Capital Projects Manager at Adewale.taiwo@cityofmanvel.com.** All firms submitting proposals are required to attend. During the course of this pre-proposal conference, the City will answer questions from attendees. It is the responsibility of each Proposer to examine the entire RFP and seek any necessary clarifications (inquiries).

This RFP may only be modified by written addendum. Any revisions to be incorporated into this RFP arising from discussions before, during, and subsequent to the pre-proposal conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Proposer(s) shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP. No verbal agreement or conversation with any office, agent or employee of the City shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Proposer. Verbal responses will not otherwise alter the RFP and terms and conditions as stated herein.

The City shall issue, in writing, any clarification, changes and/or other information deemed necessary, as addenda to this RFP. Addenda shall only be issued to providers who have signed the pre-proposal conference attendance log.

If explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each known Proposer and posted on the City's website. It is the responsibility of each Proposer to check the website for addendums. Any verbal statements regarding same, by any person, previous to the award, shall not be authoritative and will not be binding. Addenda issued prior to date of receipt of Proposals shall become a part of the Contract, and all proposals shall include the Work described in the addendum.

C. Pre-proposal Questions

1. Questions regarding proposals generally should be populated on Civcast.com or directed to Adewale Taiwo at adewale.taiwo@cityofmanvel.com or by calling (832) 336-4075, no later than January 23rd, 2024. Please email any written questions with the RFP number to Wale Taiwo at adewale.taiwo@cityofmanvel.com.

2. Any questions arising from the pre-proposal site visits shall be directed to the City no later than two (2) business days after the conclusion of the site visits. The City shall attempt to provide written responses to these questions within one (1) business day after the questions are received. Questions and responses shall be provided to all firms attending the pre-proposal site visits.

3. Respondents should not attempt to question or contact the City Council or other staff directly during the pre-proposal or post proposal period. The City reserves the right to disqualify any Proposer who contacts an elected City official, City employee or agent concerning this RFP, other than in accordance with the procedures set forth in this RFP. Nothing in this section shall prohibit the City from conducting discussions with Proposers, after the opening of proposals.

SECTION 4. OBJECTIVE

This submission will assist the City in selecting a firm qualified to provide services as described in this RFP.

The City needs sufficient information to determine that selected firms are adequately staffed and can demonstrate they are capable of providing the integration and implementation services described in this document. Qualified firms will have broad expertise in Construction services.

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

B. One (1) unbound original (designated as the original), four (4) bound copies, and one (1) electronic version via email of your proposal should be submitted. All copies of the proposal must be identical. The original proposal must be signed in ink by a company official who has authorization to commit company resources and execute construction work.

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

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

E. Proposing Firms are to follow the instructions outlined in this solicitation and failure of the Proposer to do so may result in the City deeming the Proposer's submittal as non-responsive. Proposing firms are expected to allow adequate time for delivery of their proposals either by hand delivery, postal service or other means. Late proposals will not be accepted and will be returned to the Proposing Firm.

Please note that it is the Proposing Firm's responsibility to confirm with the City that the Proposing Firm is on record as having received a copy of this RFP. In each case of formal questions, the City will determine whether a response is appropriate or necessary.

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

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

H. All applicable State of Texas and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Proposing Firms and services and are incorporated herein by reference. The Contract with the selected firm, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Contract, shall be interpreted in all respects in accordance with the Charter and Code of City of Manvel and the laws of the State of Texas.

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

SECTION 5. EVALUATION

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

The City of Manvel may make the final selection based solely upon this evaluation, or may at its discretion, establish a short list of qualified teams and base its selection on additional interviews and/or other relevant information.

SECTION 6. EVALUATION CRITERIA

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria and their description, and the relative weight assigned to each (100 points maximum).

The following shall be the selection criteria and weighted values for each criteria and the City shall review, grade, supply weight to each criteria and select a firm from these:

Criteria Weighting	
1. Cost/ Contractor determined liquidated damages amount/ time frame for the project	50%
2. General Company Information	10%
3. Availability of Technical Staff and field personnel, including availability of staff	10%
4. References from previous clients on similar projects as this (minimum 5 project), including contact names, numbers and projects. Details of prior experience and similar projects	10%
Total of Weighted Value	80 Points
5. Interview	20 Points

Proposing Firms shall provide information to support the weighting of each criteria.

The City will negotiate the final terms and conditions of the Contract for Contractor Services with the top-ranked Contractor submitting a Proposal.

If negotiations fail, the City's representatives will attempt to negotiate the Contract with the next ranked firm, and so on until the Contract is negotiated or all rejected. If the Contract is successfully negotiated, the Contract will be submitted to the City's city council for approval.

Within seven days after the City's city council approves the Contract, the City will document the basis for the selection and make the evaluation public.

SECTION 7 PROPOSAL SUBMISSION

A. Proposal Submission

A. Sealed Proposals shall be addressed and delivered to the City of Manvel City Secretary, 20025 Highway 6, Manvel, Texas 77578 on or before **2:00 p.m. CST Tuesday, January 30, 2024.**

B. Proposals shall be submitted, an original and five copies, in sealed envelopes. Sealed envelopes shall be marked in the upper left-hand corner as follows: Manvel Public Works Campus and Police Department RFP No. FY2023-04. Only one (1) project proposal is required for this submission. The proposal should clearly state whether the Contractor is submitting for one project or the other or for both projects.

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

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

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

1. Outside Cover and/or first page: This shall contain the name of the RFP, ("Request for Proposal No. FY2023-04 for Construction Services for the Manvel Public Works Facility and Police Department")
2. Table of Contents: The next page shall be a table of contents
3. Section 1 Divider: General Company Information and History
4. Section 2 Divider: Project Personnel and Experience
5. Section 3 Divider: Financial Information
6. Section 4 Divider: Price Proposal

F. Request for Proposal packages may be obtained from Civcast by searching CivCastUSA.com.

G. Each Contractor submitting a proposal in response to this RFP agrees to waive any claim it has or may have against the City of Manvel or the PGAL, for the Project, as specified in this RFP relating to any of the following: the administration, evaluation, or recommendation of any proposal; the City's method, procedures, or process of soliciting or receiving proposals; the acceptance or rejection of any proposal; and the award of the Contract.

B. Other Items

1. A minimum of five referrals and references from other governmental agencies and owners. If possible, references should be from projects listed above.

2. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project [within past 10 years].

3. All suppliers must submit with their proposal a Responder's bond, certified check or cashier's check in the amount of five percent (5%) of the total bid.

Failure to submit a bond with the proper rating, which is set forth below, will result in the proposal being deemed non-responsive. In case of the Proposer's refusal or failure to enter into a contract within sixty (60) calendar days after award, the Proposer will be considered to have abandoned all Proposers rights and interests in the award, the Proposer's proposal surety may be declared forfeited to the City and the award may then be made to the next best qualified Proposer or the Work re-advertised for proposals as the City may elect.

4. Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be licensed and authorized to do business in the State of Texas. The Responder's bond, payment bond, and performance bond must have an A.M. Best rating of A-10 or higher.

5. Respondent shall include any relevant documentation that Respondent is licensed to provide the requested services in the State of Texas.

6. Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

7. The Proposer may also provide supplemental marketing or technical materials with their proposal.

8. Proposals shall include the required information and shall be labeled by chapter as indicated herein.

9. A proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of proposals. The Proposer shall notify the City Manager, in writing, of its intentions.

10. If a change in the proposal is requested, the modification shall be so worded by the Proposer as to not reveal the original amount of the proposal.

11. Modified and withdrawn proposals may be resubmitted to the City Manager up to the time and date set for the receipt of proposals.

12. All proposals received on time, shall be accepted. All late proposals shall be returned, upon request from the Proposer, unopened.

13. All required signatures shall be manual, in ink, by an Authorized Representative of the Proposer who has legal authority to bind the Proposer in contractual obligations.

14. Proposals shall be typed or in ink. Erasures, interlineations or other modifications in the proposal shall be initialed in ink by an Authorized Representative of the Proposer.

15. By submitting a proposal in response to this RFP, the Proposer represents that it has read and understands all elements of this RFP and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work. Proposer shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. Failure to make such examination shall be at the Proposer's own risk. The City assumes no responsibility for Proposer's failure to examine all documents that make up this RFP.

16. Proposers shall examine the City including the streets, alleys, overhead trees, wires and such other physical conditions and requirements to be encountered in the Work, the quality and quantity of the service to be performed, and materials and equipment to be furnished. The Proposer will not be entitled to additional compensation upon subsequently finding that conditions require method or equipment other than that anticipated in making the proposal. Failure to make such examinations shall be at the Proposer's sole risk.

17. The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or technical details of systems to be integrated with, shall in no way relieve any Proposer from any obligations with respect to its proposal or to the Contract.

18. Venue: Any Contract awarded based on this RFP shall be governed by and construed in accordance with the laws of the State of Texas, is fully performable in Manvel, Texas, and venue for any action related to this Contract will be Brazoria County, Texas.

19. Warranties and Service: The implied warranties of merchantability and fitness for a particular purpose shall not be waived under this RFP or any Contract awarded from this RFP except as expressly authorized, in writing by the City, granting the waiver.

20. Assignment: The Work, or any part thereof, to be provided under this RFP, shall not be assignable by the successful proposer, without the express written permission of the City.

SECTION 8. MINIMUM REQUIREMENTS

- A. Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at www.ethics.state.tx.us. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Intentional or unintentional concealment a conflict of interest may result in disqualification of any response to a solicitation. The Proposer shall complete a Non-Collusion Acknowledgement.

SECTION 9. SCOPE OF WORK

The Scope of Work and specifications (upon which this RFP is based) are attached as Exhibit C.

The city can allow changes/substitutions to the scope and named equipment stated therein, for good cause shown e.g. not available or backordered and there is a similar part of like kind and quality

SECTION 10. AWARD

- A. Award of Contract

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

- B. All proposals shall be valid for a minimum of one hundred eighty (180) days from the Proposal due date.

- C. Decision

The decision of award of the Contract shall be made by February 20, 2024.

- D. All proposals submitted in accordance with the requirements of this RFP shall be considered offers to Contract based on the terms contained in the proposals, this RFP, and at the price offered by the successful Proposer. When the City awards a Contract to the successful Proposer, it will constitute an acceptance of that offer and a Contract between the City and the successful Proposer shall be negotiated to include the terms of this RFP. Requirements stated in the RFP shall become part of any

Contract with the successful Proposer resulting from this RFP, and any deviations from these requirements shall be specifically defined by the Proposer in the resulting proposal, request for clarification and/or counter proposal which, if accepted, shall also become part of any Contract resulting from this RFP. The City, however, reserves the right to modify the specifications of this RFP, and/or negotiate the price and any other terms with prospective Proposers, as needed.

E. Reservations

The City expressly reserves the right to the following:

- 1) Waive any defect, irregularity or informality in any proposal;
- 2) Reject or cancel any or all proposals;
- 3) Receive proposals from one or more Proposers; and/or;
- 4) Procure services by other means.

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

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

EXHIBIT A

DOCUMENT 00305

TOTAL STIPULATED PRICE FORM

To: The Honorable Mayor and City Council of the City of Manvel
City Hall
20031 Morris Avenue
Manvel, Texas 77578

Projects: **The City of Manvel Police Station and/or The City of Manvel Public Works Facility**

Project No.: FY2023-04

Bidder: _____
(Print or type full name of proprietorship, partnership, corporation, or joint venture.)

PART I: OFFER

- 1.1 Stipulated Price: Having examined the Project location and all matters referred to in the Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Stipulated Prices shown herein.
- 1.2 Security Deposit: Included with the Bid is a Security Deposit in the amount of five percent (5%) of the total of the Stipulated Prices subject to terms described in Document 00130 – Request for Proposal.
- 1.3 Period for Bid Acceptance: This offer is open to acceptance and is irrevocable for sixty days (60 D) from Bid Date. That period may be extended by mutual written agreement of the City and Bidder.
- 1.4 Addenda: All Addenda have been received. Modifications to Bid Documents have been considered and all related costs are included in the Total Bid Price.
- 1.5 Bid Supplements: The following documents are attached:

A. Security Deposit (as defined in Document 00130 – Request for Proposal)

- 1.6 This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

00305-1

PART II: CONTRACT TIME

- 2.1 For Manvel Police Station, if offer is accepted, Contractor shall achieve Date of Substantial Completion within Four Hundred Fifty (450) calendar working days after the date of commencement of the Work as provided in the Contract.
- 2.2 For Manvel Police Station, it is also understood and agreed that the Work shall be completed in full within Four Hundred Eighty (480) calendar working days after the date of commencement of the Work as provided in the Contract.
- 2.3 For Manvel Public Works Facility, if offer is accepted, Contractor shall achieve Date of Substantial Completion within Four Hundred Twenty (420) calendar working days after the date of commencement of the Work as provided in the Contract.
- 2.4 For Manvel Public Works Facility, it is also understood and agreed that the Work shall be completed in full within Four Hundred Fifty (450) calendar working days after the date of commencement of the Work as provided in the Contract.

PART III: CONTRACT PRICE

- 3.1 The Stipulated Price for the Manvel Police Station is:

Figures: \$ _____

Written: _____

- 3.2 The Stipulated Price for the Manvel Public Works Facility is:

Figures: \$ _____

Written: _____

- 3.3 The amount to be deducted from the Stipulated Price for the Manvel Police Station if both projects are awarded to the same bidder is:

Figures: \$ _____

Written: _____

- 3.4 The amount to be deducted from the Stipulated Price for the Manvel Public Works Facility if both projects are awarded to the same bidder is:

Figures: \$ _____

Written: _____

- 3.5 Manvel Police Department Alternate No. 1 The Stipulated Price to delete Animal Shelter (Refer to Section 012300 for more information):

Figures: \$ _____

Written: _____

- 3.6 Manvel Police Department Alternate No. 2 The Stipulated Price to delete East Parking Canopy (Refer to Section 012300 for more information):

Figures: \$ _____

Written: _____

- 3.7 Manvel Police Department Alternate No. 3 The Stipulated Price to delete North Parking Canopy (Refer to Section 012300 for more information):

Figures: \$ _____

Written: _____

- 3.8 Manvel Police Department Alternate No. 4 The Stipulated Price to delete South Parking Canopy (Refer to Section 012300 for more information):

Figures: \$ _____

Written: _____

- 3.9 Manvel Police Department Alternate No. 5 The Stipulated Price to delete Impound Lot; Provide Fencing and Sliding Gate Impound Lot (Refer to Section 012300 for more information):

Figures: \$ _____

Written: _____

- 3.10 Manvel Police Department Alternate No. 6 The Stipulated Price to delete North Driveway (Refer to Section 012300 for more information):

Figures: \$ _____

Written: _____

- 3.11 Manvel Police Department Alternate No. 7 The Stipulated Price to delete Fencing Privacy Slats (Refer to Section 012300 for more information):

Figures: \$ _____

Written: _____

- 3.12 Manvel Police Department Alternate No. 8 The Stipulated Price to defer Buildout of Patrol Area (Refer to Section 012300 for more information):

Figures: \$ _____

Written: _____

- 3.13 Manvel Police Department Alternate No. 9 The Stipulated Price to defer Build-out of Jail Area (Refer to Section 012300 for more information):

Figures: \$ _____

Written: _____

- 3.14 Liquidated damages for each day that expires after the time specified in the

Agreement for Substantial Completion until the Work is Substantially Complete.

Police Station:

Figures: \$

Written:

Public Works:

Figure: \$

Written:

3.15 Liquidated damages for each day that expires after the time specified in the Agreement for Final Completion until the Work is Finally Complete and ready for Final Payment.

Police Station:

Figure: \$

Written:

Public Works:

Figure: \$

Written:

3.16 ADDENDA ACKNOWLEDGEMENT

ADDENDA NUMBER	ADDENDA DATE	DATE RECEIVED	BIDDERS INITIALED
1			
2			
3			
4			
5			

PART IV: SIGNATURES

- 4.1 By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price. I furthermore state that I have reviewed all the Contract Documents, Drawings and Project site and have performed a constructability review.

Company: _____
(Print Company Name)

Signed: _____
(Authorized Signature)

By: _____
(Print Name)

Title: _____
(Print Title)

ATTEST:

(Seal, if Bidder is a Corporation)

(Mailing Address)

(City, State and Zip Code)

(Delivery Address)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

(email Address)

PART V: AFFIDAVIT

All pages in offers' bid proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to one (1) of the following:

- ☐ I hereby certify that I do not have outstanding debt with the City of Manvel;. Further, I agree to pay succeeding debts as they become due during this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Manvel and agree to pay said debts prior to execution of this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Manvel and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Name of Bidder: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Signature: _____

SWORN AND SUBSCRIBED by me on this _____ day of _____,
A. D. 2024.

Notary Public in and for _____ County, Texas.

Notary Public Signature

Print or Type Notary Public Name

NOTARY SEAL My Commission Expires: _____

END OF DOCUMENT

**CITY OF MANVEL
STANDARD CONTRACT AGREEMENT**

THE STATE OF TEXAS

§
§
§

COUNTY OF BRAZORIA

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this _____ day of _____, 2024, by and between the City of Manvel, Texas (hereinafter called the "CITY") acting herein by its City Manager, duly authorized by the City Council of the City of Manvel and XXXXXXXXXXXXXXXX, of Houston, Texas (hereinafter called the "CONTRACTOR") acting herein by its duly authorized agent:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

The City of Manvel Police Station and City of Manvel Public Works Facility

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The City of Manvel Police Station and City of Manvel Public Works Facility

ARTICLE II: CITY'S REPRESENTATIVE

- 2.1 The Project has been designed by or on behalf of the City of Manvel. The City Manager or his designee will act as the City's Representative in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall achieve Substantial Completion within 450 ~~Calendar~~ ~~Working~~ Days for Manvel Police Department and 420 Calendar Days for Manvel Public Works Facility after the issuance of a notice to proceed to the Contractor.

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STANDARD CONTRACT AGREEMENT**

- 3.2 The Work shall achieve Final Completion and be ready for Final Payment in accordance with the General Conditions within 480 Working Days for Manvel Police Department and 450 Calendar Days for Manvel Public Works Facility after the issuance of a notice to proceed to the Contractor

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City an amount to be determined by the Contractor ~~twenty-three thousand Dollars (\$23,000.00) for Manvel Police Department and eight thousand Dollars (\$8,000.00) for Manvel Public Works Facility~~ for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City. The Contractor shall pay the City an amount to be determined by the Contractor ~~eleven thousand five hundred (\$11,500.00) for Manvel Police Department and four thousand Dollars (\$4,000.00) for Manvel Public Works Facility and~~ for each Calendar day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City or against any other amounts or sums due the Contractor.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor the Contract Price in current funds for the Contractor's performance of the Work in accordance with the Contract Documents. The Contract Price shall be **\$XXXXXXXXXX**, subject to additions and deductions as provided in the Contract Documents.
- 5.2 As provided in the General Conditions, any estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices

**CITY OF MANVEL
STANDARD CONTRACT AGREEMENT**

specified as per lump sum have been computed in accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit a Contractor Pay Request in accordance with the General Conditions. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraphs 6.3 below. All such payments shall be measured by the schedule of value established in the RFQ (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 43.A of the General Conditions, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following representations:

- 7.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda, if any) and other related data identified in the Bid Documents including "technical data" and performed a constructability review.
- 7.2 The Contractor has visited or had the opportunity to visit the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 7.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

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- 7.4 The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data of the building are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.
- 7.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE VIII: THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the Work consists of the following:

Insert relevant document references, e.g.:

- 8.0 Document 00110P - Invitation to Responders
- 8.1 Document 00130 - The City's Request for Proposal (RFP) and Exhibit A
- 8.2 Document 00305 – Total Stipulated Price Form
- 8.3 Document 00400 - Standard Agreement for Contracting Services (this agreement, pages 1 through 7 INCLUSIVE).
- 8.4 Document 00430 – Affidavit of Insurance and Certificates of Insurance, included herein.
- 8.5 Document 00435 - Wage Scale and General Decision Number

**CITY OF MANVEL
STANDARD CONTRACT AGREEMENT**

- 8.6 Document 00470 - Performance Bond, included herein.
- 8.7 Document 00475 - Payment Bond, included herein.
- 8.8 Document 00500 – General Conditions.
- 8.9 Document 00600 – Supplemental Conditions
- 8.10 Document 00985 – Payment Affidavit
- 8.11 Document 00990—Waiver of Lien
- 8.12 Addenda as may be issued, included herein.
- 8.13 Any modification, including Change Orders, duly delivered after Execution of the Agreement.

There are no Contract Documents other than those listed above in this Article VIII. The Contract Documents shall only be altered, amended, or repealed by a modification (as defined in the General Conditions).

ARTICLE IX: MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and

**CITY OF MANVEL
STANDARD CONTRACT AGREEMENT**

enforceable provision that comes as close to expressing the intention of the stricken provision.

9.5 Other Provisions – None.

ARTICLE X: ADDRESSES FOR GIVING NOTICES

10.1 The City:

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

With a copy to:

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

10.2 The Contractor:

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

ARTICLE XI: VENUE

11.1 Any action brought by either party based on any claim arising under, as a result of, or in connection this contract shall be brought in a court of competent jurisdiction in Brazoria County, Texas.

**CITY OF MANVEL
STANDARD CONTRACT AGREEMENT**

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of the Contractor and on behalf of the City by their duly authorized individuals on this _____ day of _____, 20_____.

ACCEPTED:

CITY:

CITY OF MANVEL, TEXAS

CITY MANAGER

DATE: _____

PROPOSED AND AGREED TO:

CONTRACTOR:

XXXXXXXXXXXXXXXXXXXX

BY: _____

NAME: _____

DATE: _____

ATTEST:

CITY SECRETARY

ATTEST:

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

City of Manvel Police Station & Public Works - Addendum No. 5
Contractor, Subs and Vendor RFI Log

1/26/2024

No.	DISCIPLINE	DATE	Project	RFI	ANSWER	Addendum
20	General	1/19/2024	PS&PW	Please confirm if the liquidated damages listed Standard Contract Agreement are correct: Substantial Completion for Police - \$ 23,000/Day, Substantial Completion for Public Works - \$ 8,000/day, Final Completion for Police - \$ 11,500/Day and Final Completion for Public works - \$4,000/Day. If they are correct please confirm if these LDs are negotiable.	<i>Liquidated damages are to be determined by the Contractor and listed on the Price Form. Refer to revised Standard Agreement and Price Form included in Addendum No.5.</i>	<i>Addendum #05</i>

City of Manvel Police Station & Public Works - Addendum No. 5
Contractor, Subs and Vendor RFI Log

1/25/2024

No.	DISCIPLINE	DATE	Project	RFI	ANSWER	Addendum
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City of Manvel Police Station & Public Works - Addendum No. 5
Contractor, Subs and Vendor RFI Log

1/25/2024

No.	DISCIPLINE	DATE	Project	RFI	ANSWER	Addendum
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City of Manvel Police Station & Public Works - Addendum No. 5
Contractor, Subs and Vendor RFI Log

1/25/2024

No.	DISCIPLINE	DATE	Project	RFI	ANSWER	Addendum
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City of Manvel Police Station & Public Works - Addendum No. 5
Contractor, Subs and Vendor RFI Log

1/25/2024

No.	DISCIPLINE	DATE	Project	RFI	ANSWER	Addendum
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City of Manvel Police Station & Public Works - Addendum No. 5
Contractor, Subs and Vendor RFI Log

1/25/2024

No.	DISCIPLINE	DATE	Project	RFI	ANSWER	Addendum
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City of Manvel Police Station & Public Works - Addendum No. 5
Contractor, Subs and Vendor RFI Log

1/25/2024

No.	DISCIPLINE	DATE	Project	RFI	ANSWER	Addendum
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City of Manvel Police Station & Public Works - Addendum No. 5
Contractor, Subs and Vendor RFI Log

1/25/2024

No.	DISCIPLINE	DATE	Project	RFI	ANSWER	Addendum
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City of Manvel Police Station & Public Works - Addendum No. 5
Contractor, Subs and Vendor RFI Log

1/25/2024

No.	DISCIPLINE	DATE	Project	RFI	ANSWER	Addendum
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City of Manvel Police Station & Public Works - Addendum No. 5
Contractor, Subs and Vendor RFI Log

1/25/2024

No.	DISCIPLINE	DATE	Project	RFI	ANSWER	Addendum
-----	------------	------	---------	-----	--------	----------

City of Manvel Police Station & Public Works - Addendum No. 5
Contractor, Subs and Vendor RFI Log

1/25/2024

No.	DISCIPLINE	DATE	Project	RFI	ANSWER	Addendum
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COPY

City of Huntsville Police Headquarters

REQUEST FOR PROPOSAL NO. FY2023-04 FOR CONSTRUCTION SERVICES FOR THE MANVEL PUBLIC WORKS FACILITY AND POLICE DEPARTMENT

January 30, 2024

City of Manvel
20031 Morris Ave
Manvel, TX 77578



2501 Central Parkway, Suite A-19, Houston, Texas 77092 | flintco.com



Table of Contents

Section 1 Divider: General Company Information and History	1
Section 2 Divider: Project Personnel and Experience	10
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Section 4 Divider: Price Proposal	41

There is nothing 'general' about us

Through a spirit of collaboration, a commitment to excellence and a culture centered on integrity and accountability, we provide innovative construction solutions with an unrelenting focus on quality, safety, cost and schedule.

The strength of our success rests in how we take a personal approach to each project, focusing on client goals, understanding the individual markets we serve and maximizing our national resources to their fullest extent, all while providing unsurpassed service and attention to detail.

We have the ability to provide constructive solutions virtually anywhere Flintco clients require our services.

Criteria No. 1: General Company Information and History

1. General History

1.1 How many years has your organization been in business as a General Contractor?

115 years

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

11 as a Limited Liability Company and 114 as a Corporation

1.2.1 Under what other or former names has your organization operated?

Tulsa Rig, Reel & Manufacturing Company, Flintco, Inc., The Flintco Companies, Inc. and Oakridge Builders, Inc.

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

Not applicable

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

Not applicable

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

Not applicable

2. Licensing

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

Please see list on the following page.

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

Please see list on the following page.

3. Experience

3.1 Describe the major construction projects your organization has completed in the past five (5) years, giving the name and location of project, owner, architect, original and final contract amount, scheduled and actual date of completion.

Please see projects at the end of this section.

3.2 Please provide total worth of work (1) in progress and (2) under contract.

Under Contract: \$5.284B

In Progress: \$2.266B

C. Licensing

State	Locality	Type of Filling/Renewal	License Number
Alabama		Contractors License	46876
Arizona		Transaction Privilege Tax License	20627991
Arizona		Contractors License	273478
Arkansas	City of Rogers	Business License	69859
Arkansas	City of Jonesboro	Privilege License	000000003981
Arkansas	City of West Memphis	Privilege License	45852
Arkansas		LLC Annual Franchise Tax Report	800188970
Arkansas		Contractors License	1976870620
California		Statement of Information	201224910235
California		Contractors License	987195
Colorado	Summit County	Contractor License	8800
Colorado	City of Boulder	Class A Contractors License	00993578
Colorado	Broomfield County	Contractors License	OL-24-14356
Colorado	City of Lakewood	Contractor License	23545
Colorado	Littleton	Contractors License	A00186
Colorado	Westminster City	Contractors License	1902745
Colorado	City of Aurora	Class A Contractors License	2020 1746399 00 CL
Colorado	City of Golden	Contractors License	TL-GC-00692
Colorado	Greenwood Village	Commercial Contractors License	OL-23-00064
Colorado	Denver	Class A Contractors License	LIC00250308
Colorado	Town of Castle Rock	Class A General Unlimited Contractors	20-3650
Colorado	Centennial	Class A Contractors	CL-001281-2019
Colorado	Town of Breckenridge	Business License	146070001
Colorado	City of Arvada	Contractors license	AEC9313
Colorado	City of Louisville	Contractors License Class A	LSVL-004763-2022
Colorado	Centennial	Contractor Concrete & Form	CL-001827-2021
Colorado	City of Englewood	Contractors License Class A	A22-0133
Colorado	Arapahoe County	Class A Building Contractor	BCL-2021-00166
Colorado	Parker County	Contractor License	CL21-00805
Colorado	Adams County	General contractor Class A License	GEN21-0321
Colorado	Douglas County	Contractors License	A210595
Colorado	Colorado Springs, El Paso County, etc.	Contractor License	20026
Colorado	Flintco, LLC	Periodic Report	19871051998
Colorado	City of Black Hawk	Business License	2543
Colorado	Jefferson County	Class A Contractor	1017617
Florida		Foreign LLC Annual Report	M11000000476

State	Locality	Type of Filling/Renewal	License Number
Florida	State of Florida	Contractors License	CGC1531318/ CGC1506963
Florida	State of Florida	Continuing Education	CGC1531318/ CGC1506963
Georgia		Foreign LLC Annual Report	10082871
Georgia		Contractors License	GCQA006320
Georgia	Paulding County	Business License	22319
Idaho		Contractors License	RCE-31201
Idaho		Foreign LLC Annual Report	W 98386
Illinois		Foreign LLC Annual Report	05374545
Indiana		Biennial Business Entity Report	1997110583
Iowa		Contractors License	C114285
Iowa		Certificate of Authority	509641
Kansas		Foreign LLC Annual Report	7028970
Kentucky		Foreign LLC Annual Report	0791840
Louisiana		Foreign LLC Annual Report	34379566Q
Louisiana		Contractors License	37390
Massachusetts		Annual Report	001523300
Mississippi		Contractors License	18901-MC
Mississippi		Foreign LLC Annual Report	977726
Montana		Foreign LLC Annual Report	E064493
Montana		Contractors License	162630
Navajo Nation	(Arizona)	Annual Report	
Nebraska		Contractors License	21203
Nebraska		Certificate of Authority	10215639
Nevada		Business License	NV20111611327
Nevada		Annual List of Officers	E0528442011-6
New Mexico	Town of Bernalillo	Business Registration	
New Mexico	City of Socorro	Business License	FLI010
New Mexico		Resident Contractor	L1222692816
New Mexico	Santa Fe County	Business License	92640
New Mexico	Santa Fe County	Business License	92641
New Mexico		Biennial Report	2114684
New Mexico	City of Rio Rancho	Business Registration	17-00000042
New Mexico		Certificate of Public Works Registration	0853920081024
New Mexico		Contractors License	370047
New York		Biennial Application for Authority	4802770
North Carolina		Foreign LLC Annual Report	1184058
North Dakota		Contractors License	42979 Class A

State	Locality	Type of Filling/Renewal	License Number
North Dakota		Foreign LLC Annual Report	21,968,100
Oklahoma	City of Tulsa	Sidewalk & Driveway License	
Oklahoma	City of Tulsa	Demolition License	
Oklahoma	Broken Arrow	Contractors License	17-31921
Oklahoma	Flintco-Korte JV	Statement of Partnership	5213093326
Oklahoma	Office of the Secretary of State	Annual Certificate	3512446665 filing #
Oklahoma	City of Tulsa	Contractors Prequalification Certificate	PQC-014445-2020
Oklahoma	Office of the Secretary of State	Annual Certificate	3713377862
Oklahoma	City of Tulsa	Infrastructure Dev Contract	Acct #3096
Oklahoma		Annual Certificate	3512290062
Oklahoma	City of Bartlesville, OK	Business License	33099
Oregon		Foreign LLC Annual Report	768088-99
South Carolina		Contractors License	G116435
South Dakota		Foreign LLC Annual Report	FL005419
Tennessee	Shelby County	Business License	
Tennessee	Nashville, TN & Davidson Co	Business Tax License	Business # 199014
Tennessee	Nashville, TN & Davidson Co	Business Tax Return	
Tennessee	City of Pikeville	Business License	
Tennessee	City of Memphis	Business License	
Tennessee	City of Germantown	Business License	
Tennessee	City of Collierville	Business License	
Tennessee	Bledsoe County	Business License	
Tennessee	Town of Arlington	Standard Business Tax License	0000001930
Tennessee		Foreign LLC Annual Report	161756
Tennessee	Memphis/Shelby County	Building License	ID No. L0306530
Tennessee		Contractors License	23095
Texas	City of San Marcos	Contractor License	Registration No 6450
Texas		Franchise Tax Report	6124706
Texas		Franchise Tax Report	File # 802595272
Texas	Flintco Residential, LLC	SOS	
Utah		Authority to Transact Business	9717243-0161
Virginia		Annual Registration	T045604-8
Virginia	Department of Professional & Occupational Regulation	Class A Contractors	2705138874
Washington		Annual Report	602 057 656
Washington		Contractors License	FLINTL*903R8
West Virginia		Foreign LLC Annual Report	212173
Wisconsin		Annual Report	F069248
Wyoming		Foreign LLC Annual Report	2011-00599893



ORIGINAL COST

\$12,403,981

FINAL COST

\$12,883,517

*Owner Change Orders

SCHEDULED COMPLETION

11/30/2020

ACTUAL COMPLETION

6/11/2021

*Design Changes

OWNER REFERENCE

Chief Kevin Lunsford

City of Huntsville

936-291-5480

klunsford@huntsvilletx.gov

ARCHITECT REFERENCE

Sergio Baca

Architects Design Group

407-491-3998

sergiob@adgusa.org



City of Huntsville Police Headquarters

Huntsville, Texas

The new two-story, 40,000 SF headquarters – at nearly triple the size of the department's current facility – provides more room and security for officers, as well as new administration offices, state-of-the-art evidence vaults, and large training areas. A large public plaza and green area separate the public parking from the main building on the upper level. A large staff plaza between staff parking and the lower level entrance on the northeast side of the building connects to the double volume space of the main building common area and staff entrance.



ORIGINAL COST

\$38,370,830

FINAL COST

\$39,732,005

*Owner Change Orders

SCHEDULED COMPLETION

11/4/2022

ACTUAL COMPLETION

4/12/2023

*Owner Change Orders

OWNER REFERENCE

Wade Abernathy

City of Fayetteville

479-575-8361

wabernathy@fayetteville-ar.gov

ARCHITECT REFERENCE

Michael Woods

Brinkley Sargent Architects

972-960-9970

mwoods@bsw-architects.com



City of Fayetteville Police Headquarters Facility

Fayetteville, Arkansas

The new facility embodies a campus concept comprising three buildings: one for the main police department, accommodating all personnel; a second one for training, equipped with vehicle and evidence storage; and lastly, an indoor pistol and rifle firing range. This modern facility enhances the department's performance across four key areas: operational efficiency, training, recruitment and retention, as well as the health, wellness, and resilience of its employees.



ORIGINAL COST

\$37,666,135

FINAL COST

\$38,243,218

*Owner Change Orders

SCHEDULED COMPLETION

9/16/2021

ACTUAL COMPLETION

9/16/2021

OWNER REFERENCE

Tom Taggart

City of San Marcos

512-393-8303

ttaggart@sanmarcostx.gov

ARCHITECT REFERENCE

Earl Swisher

The Lawrence Group

512-827-5503

earl.swisher@

thelawrencegroup.com



City of San Marcos Public Services Complex

San Marcos, Texas

The new 131,800 SF Public Services Complex for the City of San Marcos included construction of three pre-engineered metal buildings & two conventional steel buildings as well as foundations, site work, utilities, and concrete paving. The complex was comprised of administration offices, crew building, maintenance, warehouse/storage, wash bay, enclosed parking, vehicle storage canopies. Solar panels were installed on the Utility and Warehouse buildings (1278 Trina 400 Modules)(360 KW Solar Array). This project required extensive coordination with our fleet equipment provider and the City of San Marcos for the re-location of their existing equipment to ensure that there were no installation gaps for the proper utilities and to ensure placement of such equipment was in the correct locations.



ORIGINAL COST

\$7,102,250

FINAL COST

\$7,558,571

*Owner Change Orders

SCHEDULED COMPLETION

2/6/2021

ACTUAL COMPLETION

6/11/2021

*Design Changes

OWNER REFERENCE

Chief Greg Mathis

City of Huntsville

936-661-3208

gmathis@huntsvilletx.gov

ARCHITECT REFERENCE

Sergio Baca

Architects Design Group

407-491-3998

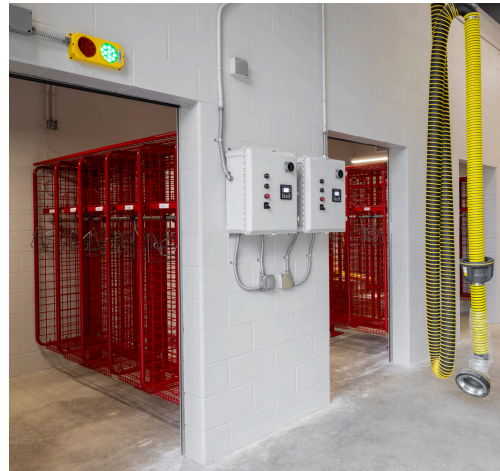
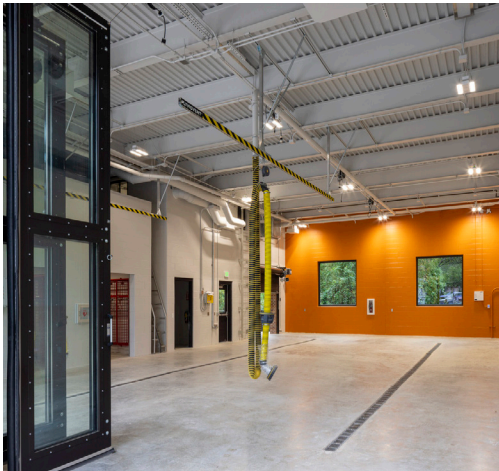
sergiob@adgusa.org



City of Huntsville Fire Station #2

Huntsville, Texas

The 16,750 SF fire facility features a new administration building, a three-story training tower with ladder, rope training areas, and five large truck bays. The new station also houses storage facilities, decontamination areas, and updated living quarters for the firemen.



City of Austin Fire & EMS Stations Rebuild & Renovations

Austin, Texas

AFD Station 1 / EMS Station 6 –

Interior work includes extensive renovation of walls and ceilings, finishes, mechanical, electrical, and plumbing. The team also coordinated with the Parks & Recreation department on the completion of a city park behind the fire station. Energy efficiency and accessibility improvements, along with an elevator addition.

AFD Station 3 – Bay replacement; includes demolition of bay structure and new construction of replacement bay adjacent to existing station.

AFD Station 22 / EMS Station

12 – Full station replacement; includes complete demolition of existing station, site work, and new construction of AFD Station 22 / EMS Station No. 12.

ORIGINAL COST

AFD Station 1 / EMS Station 6
\$8,395,000

AFD Station 3
\$3,599,000

AFD Station 22 / EMS Station 12
\$10,124,000

FINAL COST

AFD Station 1 / EMS Station 6
\$10,095,000
*Owner Change Orders

AFD Station 3
\$3,663,000
*Owner Change Orders

AFD Station 22 / EMS Station 12
\$10,124,000

SCHEDULED COMPLETION
10/01/2023

ACTUAL COMPLETION
5/01/2024
*Design Changes

OWNER REFERENCE

Michelle Noriega
City of Austin
512-974-1169
Michelle.Noriega@
austintexas.gov

ARCHITECT REFERENCE

Timothy Baisdon
WestEast Design Group
210-298-9627
timb@westeastdesign.com

B. Project Personnel and Experience

Organization Chart





KENDRA SANTA PROJECT DIRECTOR

12 YEARS OF EXPERIENCE | 12 YEARS WITH FLINTCO

As the project director, Kendra serves in a project executive oversight role. She acts as the liaison between Flintco, the owner representatives, major subcontractors and architects/engineers to provide diversified input based on her construction expertise. Kendra is responsible for overall management direction of all areas required to successfully deliver the project. She manages the appropriate resource allocation to assure completion of the project and he serves as the senior point of contact regarding overall project contract and delivery.

Education

Masters of Construction Management,
2011
Washington University

Masters of Architecture, 2011
Washington University

Certifications

OSHA 30 Hour
CPR / First Aid
Certified Healthcare Constructor (CHC)
SIUE Construction Leadership Institute

Work History

Flintco

Experience

Fort Bend Town Center Metro Garage | \$39.7 Million

Type and size of facility: New Parking Garage | 580,000 SF

Owner: NewQuest Properties

Architect: SCA Consulting Engineers

Position: Project Director

Contract: Negotiated

1111 Fannin Renovation | \$4.9 Million

Type and size of facility: Renovation of Multiple Office Floors | 30,000 SF

Owner: Harris County

Architect: Page

Position: Project Director

Contract: Bid

North Bend Elementary School | \$45.7 Million

Type and size of facility: New Elementary School | 135,000 SF

Owner: Humble ISD

Architect: PBK Architects

Position: Project Director

Contract: Bid

Kingwood High School Flood Mitigation, Renovations and Additions | \$29.9 Million

Type and size of facility: Floodwall, Renovation to Library, Gym & CTE Addition | 326,358 SF

Owner: Humble ISD

Architect: PBK Architects

Position: Project Director

Contract: Bid

Surface Water Treatment Plant Administration Buildings | \$15 Million

Type and size of facility: New Commercial Buildings | 28,613 SF

Owner: City of Pearland

Architect: PLW Waterworks

Position: Project Director

Contract: Bid



MICKEY GAMMENTHALER PRECONSTRUCTION MANAGER

12 YEARS OF EXPERIENCE | 6 YEARS WITH FLINTCO

Mickey leads all budgeting, estimating, and value analysis services as well as plans and coordinates preconstruction activities. Mickey creates constructive solutions during the design phase and works with the project manager and field staff throughout the duration of construction. Mickey coordinates with clients, architects, engineers, subcontractors and suppliers to ensure the project requirements are met through scope definition. His services include scope/cost management, scheduling, constructability review, estimating, value analysis and bid packaging.

Education

B.S. Civil Engineering
University of Tennessee at Chattanooga

Certifications

OSHA 30 Hour
CPR / First Aid

Work History

Flintco
Yerbey Concrete

Experience

Fort Bend Town Center Metro Garage | \$39.7 Million

Type and size of facility: New Parking Garage | 580,000 SF

Owner: NewQuest Properties

Architect: SCA Consulting Engineers

Position: Project Director

Contract: Negotiated

1111 Fannin Renovation | \$4.9 Million

Type and size of facility: Renovation of Multiple Office Floors | 30,000 SF

Owner: Harris County

Architect: Page

Position: Project Director

Contract: Bid

North Bend Elementary School | \$45.7 Million

Type and size of facility: New Elementary School | 135,000 SF

Owner: Humble ISD

Architect: PBK Architects

Position: Project Director

Contract: Bid

Police Headquarters | \$12.8 Million

Type and size of facility: New Police Headquarters | 40,000 SF

Owner: City of Huntsville

Architect: Architects Design Group

Position: Project Director

Contract: Bid

Fire Station #2 | \$7.5 Million

Type and size of facility: New Fire Station | 16,748 SF

Owner: City of Huntsville

Architect: Architects Design Group

Position: Project Director

Contract: Bid



TRAVIS JERNIGAN PROJECT MANAGER

11 YEARS OF EXPERIENCE | 4 YEARS WITH FLINTCO

Travis oversees the project team to assure quality workmanship is delivered timely and with fiscal accuracy. He prepares the preliminary schedule and assists the preconstruction manager with cost estimates, feasibility studies and value analysis. He is responsible for writing and reviewing subcontracts and purchase orders to ensure the scope of work for each trade is accurate and complete. Travis monitors all construction activities, quality control and the accounting process. He organizes and conducts progress meetings with the owner and architect and ensures timely resolution of all project issues.

Education

BBA, Finance
Texas State University

Certifications

OSHA 30 Hour
CPR / First Aid

Work History

Flintco
Realty Associates
Wisnabaker Builder Services

Experience

Kingwood High School Renovations and Additions | \$10.8 Million

Type and size of facility: Library/Store Renovations and Gym/CTE/Canopy Additions | 18,946 SF

Owner: Humble ISD

Architect: PBK Architects

Position: Project Manager

Contract: Bid

Kingwood High School Flood Proofing Project | \$19.1 Million

Type and size of facility: Flood protection wall around entire High School | 326,358 SF

Owner: Humble ISD

Architect: PBK Architects

Position: Project Manager

Contract: Bid

South Campus Longenecker Renovation | \$14 Million

Type and size of facility: Campus Building Renovation | 93,311 SF

Owner: San Jacinto College

Architect: Page

Position: Project Manager

Contract: Negotiated

Window Replacement | \$1.1 Million

Type and size of facility: Window Replacement at South Campus | 40,000 SF

Owner: San Jacinto College

Architect: Page

Position: Project Manager

Contract: Negotiated

Richardson Reload Center | \$800,000

Type and size of facility: Expanded existing pipe yard | 8 Acres

Owner: Richardson Stevedoring & Logistics, Inc.

Architect: N/A

Position: Project Manager

Contract: Bid



CHRIS SOHR SUPERINTENDENT

12 YEARS OF EXPERIENCE | 6 YEARS WITH FLINTCO

Chris oversees and directs construction, ensuring subcontractor workmanship is incorporated on-time and with the expected level of quality. He works with the project manager to oversee the operations and is the most familiar with the plans, specifications, contracts and submittals. Chris enforces jobsite safety, prepares and manages the quality control program, organizes and conducts weekly subcontractor meetings and inspects the work to verify construction conforms to the contract documents.

Education

B.S. Biomedical Science
Texas A&M University

Certifications

OSHA 30 Hour
CPR / First Aid

Work History

Flintco
D.E. Harvey Builders
Commercial Wireless Solutions, L.P.

Experience

Kingwood High School Renovations and Additions | \$10.8 Million

Type and size of facility: Library/Store Renovations and Gym/CTE/Canopy Additions | 18,946 SF

Owner: Humble ISD

Architect: PBK Architects

Position: Superintendent

Contract: Bid

Kingwood High School Flood Proofing Project | \$19.1 Million

Type and size of facility: Flood protection wall around entire High School | 326,358 SF

Owner: Humble ISD

Architect: PBK Architects

Position: Superintendent

Contract: Bid

Police Headquarters | \$12.8 Million

Type and size of facility: New Police Headquarters | 40,000 SF

Owner: City of Huntsville

Architect: Architects Design Group

Position: Superintendent

Contract: Bid

Fire Station #2 | \$7.5 Million

Type and size of facility: New Fire Station | 16,748 SF

Owner: City of Huntsville

Architect: Architects Design Group

Position: Superintendent

Contract: Bid

Capital Improvements and Public Safety Building | \$19 Million

Type and size of facility: Capital Improvements and New Public Safety Building | 198,360 SF

Owner: Prairie View A&M University

Architect: WestEast Design Group

Position: Superintendent

Contract: Negotiated



ROY KOONCE SAFETY MANAGER

16 YEARS OF EXPERIENCE | 5 YEARS WITH FLINTCO

As the HSE Manager, Roy will be acting on behalf of Flintco to perform all safety related tasks. He will manage safety on assigned projects, including subcontractor compliance with ROCIP safety policies, coordinating safety orientations, and weekly safety duties as required per the project requirements. Roy is well-versed in safety compliance and in training field staff for optimal performance on OSHA and company safety standards.

Education

Paramedic Program
San Jacinto College

Certifications

OSHA 30 Hour
OSHA 510
OSHA 500
CPR / First Aid Instructor Trainer
C.H.S.T. / C.S.S.T / C.S.S.S. /COSS
HAZWOPER 24
TWIC
NIMS Training
Emergency Response Team
EMT Intermediate TDH# 139137
High Angle & Confined Space Rescue
NCCER – Iron Worker & Rigger
NCCCO – Rigger Level II

Work History

Flintco
Onpoint - Turnaround Logistics,
Safety & Personnel
Shermco Industries

Experience

Fort Bend Town Center Metro Garage | \$39.7 Million

Type and size of facility: New Parking Garage | 580,000 SF

Owner: NewQuest Properties

Architect: SCA Consulting Engineers

Position: Project Director

Contract: Negotiated

1111 Fannin Renovation | \$4.9 Million

Type and size of facility: Renovation of Multiple Office Floors | 30,000 SF

Owner: Harris County

Architect: Page

Position: Project Director

Contract: Bid

Police Headquarters | \$12.8 Million

Type and size of facility: New Police Headquarters | 40,000 SF

Owner: City of Huntsville

Architect: Architects Design Group

Position: Superintendent

Contract: Bid

Fire Station #2 | \$7.5 Million

Type and size of facility: New Fire Station | 16,748 SF

Owner: City of Huntsville

Architect: Architects Design Group

Position: Superintendent

Contract: Bid

Capital Improvements and Public Safety Building | \$19 Million

Type and size of facility: Capital Improvements and New Public Safety Building | 198,360 SF

Owner: Prairie View A&M University

Architect: WestEast Design Group

Position: Superintendent

Contract: Negotiated



JARED ACKERMAN

ASSISTANT PROJECT MANAGER

3 YEARS OF EXPERIENCE | 3 YEARS WITH FLINTCO

Jared works closely with the project manager, writing and reviewing subcontracts and purchase orders to ensure the scope of work for each trade is accurate and complete. He manages requests for information (RFI's), submittals, shop drawings and owner changes. Jared ensures the construction documents are kept current and all team members are informed of the project's status.

Education

Bachelor of Accounting
University of Houston

Certifications

OSHA 30 Hour
CPR / First Aid

Work History

Flintco
Richard Automation, LLC
The Allshouse Group LLC

Experience

Home Office Parking Garage #1 | \$15.7 Million

Type and size of facility: New Parking Garage | 461,700SF

Owner: Walmart Stores, Inc.

Architect: Gensler

Position: Assistant Project Manager

Contract: Negotiated

North Bend Elementary School | \$45.7 Million

Type and size of facility: New Elementary School | 135,000 SF

Owner: Humble ISD

Architect: PBK Architects

Position: Assistant Project Manager

Contract: Bid

Autumn Ridge Middle School | \$48.3 Million

Type and size of facility: New Middle School | 206,000 SF

Owner: Humble ISD

Architect: Joiner Architects

Position: Project Engineer

Contract: Bid

Kingwood Middle School | \$48.2 Million

Type and size of facility: New Middle School | 204,000 SF

Owner: Humble ISD

Architect: Kirksey Architects

Position: Project Engineer

Contract: Bid

Middle School and High School Theatrical Lighting Upgrades | \$2.3 Million

Type and size of facility: Lighting Upgrades to Multiple Schools | Varies SF

Owner: Humble ISD

Architect: Pfluger Associates Architects

Position: Project Engineer

Contract: Negotiated

ETHOS I WILL HONOR AND RESPECT THE FLINTCO HERITAGE. I WILL NOT LET MY PAST SUCCESSES LEAD ME TO BELIEVE WHAT WE DID YESTERDAY IS GOOD ENOUGH FOR TOMORROW. COMPLACENCY IS NOT PART OF OUR CULTURE. I AM COMMITTED TO THE SUCCESS OF MY COMPANY, MY TEAMMATES AND MYSELF. I AM HUMBLE. I AM RESULTS DRIVEN AND BELIEVE IF WE ARE NOT WINNING, WE ARE LOSING. I WILL UNDERTAKE ALL OF MY RESPONSIBILITIES WITH THE UTMOST HONEST AND INTEGRITY. I WILL APPROACH EVERY TASK WITH PASSION, RESPONSIBILITY, CREATIVITY AND INNOVATION. I WILL SUCCEED. I BELIEVE THAT **MEDIOCRITY IS UNACCEPTABLE** AND MY TRAINING IS NEVER DONE - THERE IS NO FINISH LINE. I ENCOURAGE A FLEXIBLE APPROACH TO ACCOMPLISHING MILESTONES BUT I AM INFLEXIBLE IN MY EXECUTION. SAFETY AND QUALITY ARE PARAMOUNT. I WILL **POSITIVELY CONTRIBUTE** TO OUR CULTURE AND COMMUNITY. I EXPECT LEADERSHIP AT EVERY LEVEL. I AM IN CONTROL OF MY ENVIRONMENT BECAUSE I OWN MY ACTIONS. I AM ACCOUNTABLE. I BELIEVE IT IS A PRIVILEGE TO BE A MEMBER OF THE FLINTCO COMMUNITY. THIS HONOR MUST BE EARNED EVERY DAY. **I AM FLINTCO.**





CITY COUNCIL DATA SHEET

MEETING DATE: February 5, 2024

Regular Agenda

TOPIC: MUD 42 Water Plant and Wastewater Treatment Plant Deed Acceptance

BACKGROUND:

As described in the Interlocal and Development Agreement between the City of Manvel and MUD42:

This agenda item includes the Deeds, Conveyance, Security, and Easement documents to transfer ownership of the Water Plant and Wastewater Treatment Plant from MUD42 (Manvel Town Center) to the City of Manvel.

RECOMMENDATION:

Staff recommends acceptance of the MUD42 documents included herein.

ATTACHMENTS:

1. MUD 42 Water Plant - Utility Conveyance and Security Agreement
2. MUD 42 Water Plant - Special Warranty Deed
3. MUD 42 WWTP - Utility Conveyance and Security Agreement
4. MUD 42 WWTP - Special Warranty Deed
5. Related Easement Assignments

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER
Dan Johnson

FINANCE DIRECTOR APPROVAL ☒

CITY MANAGER APPROVAL: ☒

**AMENDMENT TO ACCESS EASEMENT
(1.692 Acres)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF BRAZORIA §**

This Amendment to Access Easement (1.692 Acres) (this "Amendment") is entered into effective as of this ____ day of _____, 2023 (the "Effective Date"), by and among **MANVEL TOWN CENTER, LTD.**, a Texas limited partnership ("Manvel Town Center"), **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 42**, a political subdivision of the State of Texas (the "District"), and the **CITY OF MANVEL, TEXAS**, a municipal corporation and home rule city of the State of Texas (the "City").

RECITALS

- A. Pursuant to that certain Access Easement (1.692 Acres) dated December 2, 2019, recorded under Clerk's File No. 2019059831 in the Official Public Records of Brazoria County, Texas (the "Access Easement Instrument"), Manvel Town Center previously conveyed a permanent and perpetual easement and right-of-way to the District for: (i) vehicular and pedestrian ingress, egress, and regress on, across, along, over, upon, and through that certain tract of land located in Brazoria County, Texas, containing 1.692 acres (as more particularly described under and shown in the Access Easement Instrument); and (ii) the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of a roadway and all appurtenances thereto, across, along, under, over, upon and through that certain tract of land located in Brazoria County, Texas, containing 1.692 acres (as more particularly described under and shown in the Access Easement Instrument).
- B. Manvel Town Center and the District desire to amend the Access Easement Instrument in order include the City within the definition of Grantee under the Access Easement Instrument in accordance with the provisions set forth herein, and the City hereby agrees to be included within the definition of

Grantee under the Access Easement Instrument and consents to the provisions set forth herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Manvel Town Center, the District, and the City hereby agree to amend the Access Easement Instrument as follows:

1. The first paragraph of the Access Easement Instrument is hereby deleted in its entirety and replaced with the following paragraph:

THAT **MANVEL TOWN CENTER, LTD.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents, does GRANT, SELL, AND CONVEY unto **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 42**, a political subdivision of the State of Texas, and its successors and assigns (collectively, the "District"), and **CITY OF MANVEL, TEXAS**, a municipal corporation and home rule city of the State of Texas, and its successors and assigns (collectively, the "City") (both the District and the City shall be collectively referred to herein as "Grantee"), a permanent and perpetual easement and right-of-way (the "Easement") for vehicular and pedestrian ingress, egress, and regress on, across, along, over, upon, and through that certain tract of land located in Brazoria County, Texas, containing 1.692 acres, as more particularly described in **Exhibit A** and shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes (the "Easement Tract"). The purpose of the Easement is to provide Grantee with unimpeded, direct access to and from detention ponds and facilities operated by Grantee within property located adjacent to the Easement Tract.

2. The last paragraph of the Access Easement Instrument is hereby deleted in its entirety and replaced with the following paragraph:

The District's address is c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, and the City's address is 20031 Highway 6, Manvel, Texas 77578.

3. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the meanings ascribed thereto in the Access Easement Instrument.
4. Except as otherwise expressly stated under this Amendment, the Access Easement Instrument is hereby ratified and confirmed, shall remain in full force and effect, and shall extend to and be binding upon and inure to the benefit of Manvel Town Center, the District, the City, and their respective successors and assigns.
5. Neither the Access Easement Instrument, as modified by this Amendment, nor this Amendment may be modified or amended, except in writing signed by all parties hereto.
6. The individuals signing this Amendment on behalf of Manvel Town Center, the District and the City, represent that each has the authority to bind Manvel Town Center, the District and the City, as applicable.
7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

[Signature pages follow this page.]

EXECUTED by Manvel Town Center on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

MANVEL TOWN CENTER:

MANVEL TOWN CENTER, LTD.,
a Texas limited partnership

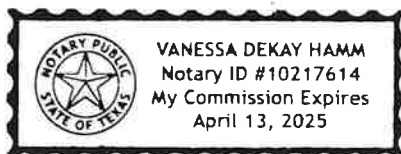
By: Manvel Town Center One, L.C.,
a Texas limited liability company,
its General Partner

By: *J Prochaska*
Name: *JoBeth Prochaska*
Title: *Vice President*

THE STATE OF TEXAS §
 §
COUNTY OF *Harris* §

This instrument was acknowledged before me on the *24th* day of *April*, 2023, by *JoBeth Prochaska, Vice President* of Manvel Town Center One, L.C., a Texas limited liability company, General Partner of MANVEL TOWN CENTER, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL)



Vanessa deKay Hamm
Notary Public, State of Texas

EXECUTED by the District on the date set forth in the acknowledgment below,
but EFFECTIVE as of the Effective Date.

DISTRICT:

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 42

By: [Signature]
Name: Chris Harvey
Title: President

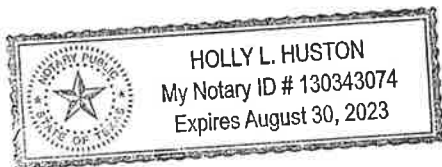
ATTEST:

By: [Signature]
Name: JEREMY LILLEY
Title: SECRETARY

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 21 day of
April, 2023, by Chris Harvey, President,
and Jeremy Lilley, Secretary of BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 42, a political subdivision of the State of Texas,
on behalf of said political subdivision.

(NOTARY SEAL)



[Signature]
Notary Public, State of Texas

EXECUTED by the City on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

CITY:

CITY OF MANVEL, TEXAS

By: _____
Name: Dan Davis
Title: Mayor

ATTEST:

By: _____
Name: Tammy Bell
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Dan Davis, Mayor, and Tammy Bell, City Secretary of the CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas, on behalf of said municipal corporation and home rule city.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Consent of Lienholder (Frost Bank)

After recording, please return to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

CONSENT OF LIENHOLDER
(Frost Bank)

FROST BANK, a Texas state bank, being the owner and holder of certain liens and/or other security interests (collectively, the "Security Interests"), against that certain tract of land located in Brazoria County, Texas, containing 1.692 acres (the "Easement Tract"), as more particularly described under and shown in that certain Access Easement (1.692 Acres) dated December 2, 2019, recorded under Clerk's File No. 2019059831 in the Official Public Records of Brazoria County, Texas (the "Access Easement Instrument"), hereby:

- (a) Consents to the provisions of the attached Amendment to Access Easement (1.692 Acres) (the "Amendment to Access Easement") executed by and among Manvel Town Center, Ltd., a Texas limited partnership, Brazoria County Municipal Utility District No. 42, a political subdivision of the State of Texas (the "District"), and the City of Manvel, a municipal corporation and home rule city of the State of Texas (the "City");
- (b) Subordinates all of its Security Interests (including, without limitation, all extensions of the Security Interests and modification agreements thereto) that encumber the Easement Tract, to the rights and interests created under the Access Easement Instrument, as amended by the Amendment to Access Easement Instrument; and
- (c) Acknowledges and agrees that a foreclosure of its Security Interests shall not extinguish the rights, obligations, and interests of the District and/or the City created under the Access Easement Instrument, as amended by the Amendment to Access Easement.

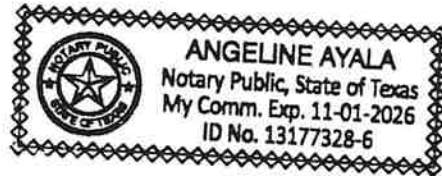
[Signature page follows this page.]

EXECUTED on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date of the Amendment to Access Easement.

FROST BANK,
a Texas state bank

By: Robert L. Mueller
Name: Robert L. Mueller
Title: Market President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §



This instrument was acknowledged before me on the 9th day of May, 2023, by Robert L. Mueller, Market President of FROST BANK, a Texas state bank, on behalf of said state bank.

(NOTARY SEAL)

[Signature]
Notary Public, State of Texas

**AMENDMENT TO ACCESS EASEMENTS
(0.0042 Acres) (0.0572 Acres)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF BRAZORIA §**

This Amendment to Access Easements (0.0042 Acres) (0.0572 Acres) (this "Amendment") is entered into effective as of this ____ day of _____, 2023 (the "Effective Date"), by and among MANVEL TOWN CENTER, LTD., a Texas limited partnership ("Manvel Town Center"), BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 42, a political subdivision of the State of Texas (the "District"), and the CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas (the "City").

RECITALS

- A. Pursuant to that certain Access Easements (0.0042 Acres) (0.0572 Acres) dated December 22, 2021, recorded under Clerk's File No. 2021084038 in the Official Public Records of Brazoria County, Texas (the "Access Easement Instrument"), Manvel Town Center previously conveyed a permanent and perpetual easement and right-of-way to the District for: (i) vehicular and pedestrian ingress, egress, and regress on, across, along, over, upon, and through those two (2) certain tracts of land located in Brazoria County, Texas, containing 0.0042 acres and 0.0572 acres (as more particularly described under and shown in the Access Easement Instrument); and (ii) the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of a roadway and all appurtenances thereto, across, along, under, over, upon and through those two (2) certain tracts of land located in Brazoria County, Texas, containing 0.0042 acres and 0.0572 acres (as more particularly described under and shown in the Access Easement Instrument).
- B. Manvel Town Center and the District desire to amend the Access Easement Instrument in order include the City within the definition of Grantee under the Access Easement Instrument in accordance with the provisions set forth

herein, and the City hereby agrees to be included within the definition of Grantee under the Access Easement Instrument and consents to the provisions set forth herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Manvel Town Center, the District, and the City hereby agree to amend the Access Easement Instrument as follows:

1. The first paragraph of the Access Easement Instrument is hereby deleted in its entirety and replaced with the following paragraph:

THAT MANVEL TOWN CENTER, LTD., a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents, does GRANT, SELL, AND CONVEY unto BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 42, a political subdivision of the State of Texas, and its successors and assigns (collectively, the "District"), and CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas, and its successors and assigns (collectively, the "City") (both the District and the City shall be collectively referred to herein as "Grantee"), a permanent and perpetual easement and right-of-way (the "Easement") for vehicular and pedestrian ingress, egress, and regress on, across, along, over, upon, and through those two (2) certain tracts of land located in Brazoria County, Texas, containing 0.0042 acres and 0.0572 acres, respectively, as more particularly described in Exhibits A and C and shown on Exhibit B and D, all attached hereto and incorporated herein for all purposes (collectively, the "Easement Tracts"). The purpose of the Easement is to provide Grantee with unimpeded, direct access to and from detention ponds and facilities operated by Grantee within property located adjacent to the Easement Tracts.

2. The last paragraph of the Access Easement Instrument is hereby deleted in its entirety and replaced with the following paragraph:

The District's address is c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, and the City's address is 20031 Highway 6, Manvel, Texas 77578.

3. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the meanings ascribed thereto in the Access Easement Instrument.
4. Except as otherwise expressly stated under this Amendment, the Access Easement Instrument is hereby ratified and confirmed, shall remain in full force and effect, and shall extend to and be binding upon and inure to the benefit of Manvel Town Center, the District, the City, and their respective successors and assigns.
5. Neither the Access Easement Instrument, as modified by this Amendment, nor this Amendment may be modified or amended, except in writing signed by all parties hereto.
6. The individuals signing this Amendment on behalf of Manvel Town Center, the District, and the City, represent that each has the authority to bind Manvel Town Center, the District and the City, as applicable.
7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

[Signature pages follow this page.]

EXECUTED by Manvel Town Center on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

MANVEL TOWN CENTER:

MANVEL TOWN CENTER, LTD.,
a Texas limited partnership

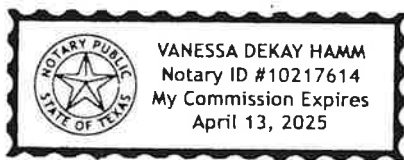
By: Manvel Town Center One, L.C.,
a Texas limited liability company,
its General Partner

By: *Prochaska*
Name: JoBeth Prochaska
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 24th day of April, 2023, by JoBeth Prochaska, Vice President of Manvel Town Center One, L.C., a Texas limited liability company, General Partner of MANVEL TOWN CENTER, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL)



Vanessa deKay Hamm
Notary Public, State of Texas

EXECUTED by the District on the date set forth in the acknowledgment below,
but EFFECTIVE as of the Effective Date.

DISTRICT:

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 42

By: 

Name: Chris Harvey

Title: President

ATTEST:

By: 

Name: JEREMY LILLEY

Title: SECRETARY

THE STATE OF TEXAS

§

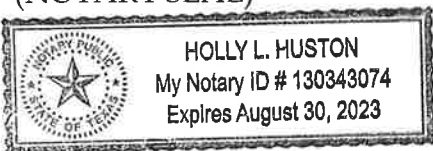
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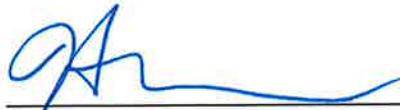
COUNTY OF Harris

§

This instrument was acknowledged before me on the 21 day of
April, 2023, by Chris Harvey, President,
and Jeremy Lilley, Secretary of BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 42, a political subdivision of the State of Texas,
on behalf of said political subdivision.

(NOTARY SEAL)





Notary Public, State of Texas

EXECUTED by the City on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

CITY:

CITY OF MANVEL, TEXAS

By: _____
Name: Dan Davis
Title: Mayor

ATTEST:

By: _____
Name: Tammy Bell
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Dan Davis, Mayor, and Tammy Bell, City Secretary of the CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas, on behalf of said municipal corporation and home rule city.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Consent of Lienholder (Frost Bank)

After recording, please return to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

CONSENT OF LIENHOLDER
(Frost Bank)

FROST BANK, a Texas state bank, being the owner and holder of certain liens and/or other security interests (collectively, the "Security Interests"), against those two (2) certain tracts of land located in Brazoria County, Texas, containing 0.0042 acres and 0.0572 acres (collectively, the "Easement Tracts"), as the same are more particularly described under and shown in that certain Access Easements (0.0042 Acres) (0.0572 Acres) dated December 22, 2021, recorded under Clerk's File No. 2021084038 (the "Access Easement Instrument"), hereby:

- (a) Consents to the provisions of the attached Amendment to Access Easements (0.0042 Acres) (0.0572 Acres) (the "Amendment to Access Easements") executed by and among Manvel Town Center, Ltd., a Texas limited partnership, Brazoria County Municipal Utility District No. 42, a political subdivision of the State of Texas (the "District"), and the City of Manvel, a municipal corporation and home rule city of the State of Texas (the "City");
- (b) Subordinates all of its Security Interests (including, without limitation, all extensions of the Security Interests and modification agreements thereto) that encumber the Easement Tracts, to the rights and interests created under the Access Easement Instrument, as amended by the Amendment to Access Easements; and
- (c) Acknowledges and agrees that a foreclosure of its Security Interests shall not extinguish the rights, obligations, and interests of the District and/or the City created under the Access Easement Instrument, as amended by the Amendment to Access Easements.

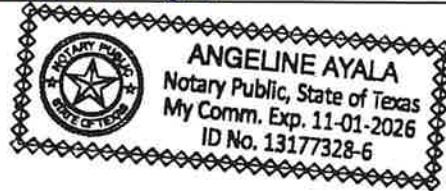
[Signature page follows this page.]

EXECUTED on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date of the Amendment to Access Easements.

FROST BANK,
a Texas state bank

By: *Robert L. Mueller*
Name: Robert L. Mueller
Title: Market President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §



This instrument was acknowledged before me on the 9th day of May, 2023, by Robert L. Mueller, Market President of FROST BANK, a Texas state bank, on behalf of said state bank.

(NOTARY SEAL)

Angeline Ayala
Notary Public, State of Texas

**ASSIGNMENT OF SANITARY CONTROL EASEMENT
(1.623 Acres – Sanitary Control Easement A)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF BRAZORIA	§	

This Assignment of Sanitary Control Easement (1.623 Acres – Sanitary Control Easement A) (this "Assignment") is entered into effective as of this ____ day of _____, 2023 (the "Effective Date"), by and between **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 42**, a political subdivision of the State of Texas ("Assignor"), and the **CITY OF MANVEL, TEXAS**, a municipal corporation and home rule city of the State of Texas, and its successors and assigns (collectively, "Assignee").

RECITALS

A. Pursuant to that certain Sanitary Control Easement dated December 2, 2019, and recorded under Clerk's File No. 2019059830 in the Official Public Records of Brazoria County Texas (the "Sanitary Control Easement A"), Manvel Town Center, Ltd., a Texas limited partnership, conveyed to Assignor, a permanent and perpetual non-exclusive easement (the "Easement"), for the purposes of protecting, by means of sanitary control, the water supply of Assignor's water well site, across, along, under, over, upon and through that certain tract of land located in Brazoria County, Texas, containing 1.623 acres, as more particularly described in and shown under the Sanitary Control Easement A.

B. Assignor, as the current holder of the Easement, desires to assign to Assignee the Easement and all of Assignor's rights, titles, and interests in, to, and under the Sanitary Control Easement A, and Assignee desires to accept such assignment and assume the obligations of Assignor thereunder.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment by Assignor. As of the Effective Date, Assignor has ASSIGNED, SOLD, AND CONVEYED and by these presents does ASSIGN, SELL, AND CONVEY unto Assignee, the Easement and all of Assignor's rights, titles, and interests in, to and under the Sanitary Control Easement A.

2. Assumption by Assignee. Assignee hereby accepts such assignment and assumes and agrees to observe and perform all of the obligations and duties of Assignor under the Sanitary Control Easement A arising from and after the Effective Date of this Assignment.

3. Multiple Counterparts. This Assignment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

4. Assignee's Address. Assignee's address is 20031 Highway 6, Manvel, Texas 77578.

TO HAVE AND TO HOLD, subject to the provisions hereof, the Easement and all of Assignor's rights, titles, and interests in, to and under the Sanitary Control Easement A, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto Assignee.

[Signature pages follow this page.]

EXECUTED by Assignor on the date set forth in the acknowledgment below, but
EFFECTIVE as of the Effective Date.

ASSIGNOR:

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 42**

By: _____

Name: _____

Title: _____


Chris Harvey
President

ATTEST:

By: _____

Name: _____

Title: _____


JEREMY LILLEY
SECRETARY

THE STATE OF TEXAS

§

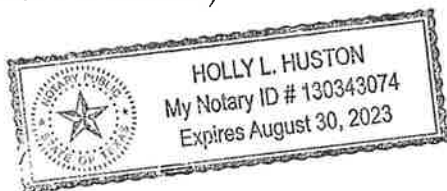
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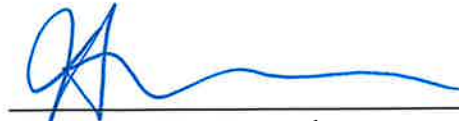
COUNTY OF Harris

§

This instrument was acknowledged before me on the 24 day of
April, 2023, by Chris Harvey, President,
and Jeremy Lilley, Secretary of BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 42, a political subdivision of the State of Texas,
on behalf of said political subdivision.

(NOTARY SEAL)





Notary Public, State of Texas

EXECUTED, AGREED to, and ACCEPTED by Assignee on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

ASSIGNEE:

CITY OF MANVEL, TEXAS

By: _____
Name: Dan Davis
Title: Mayor

ATTEST:

By: _____
Name: Tammy Bell
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Dan Davis, Mayor, and Tammy Bell, City Secretary of the CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas, on behalf of said municipal corporation and home rule city.

(NOTARY SEAL)

Notary Public, State of Texas

After recording, please return to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

**ASSIGNMENT OF SANITARY SEWER EASEMENT
(0.6939 Acre)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF BRAZORIA §

This Assignment of Sanitary Sewer Easement (0.6939 Acre) (this "Assignment") is entered into effective as of this ____ day of _____, 2023 (the "Effective Date"), by and between **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 42**, a political subdivision of the State of Texas ("Assignor"), and the **CITY OF MANVEL, TEXAS**, a municipal corporation and home rule city of the State of Texas, and its successors and assigns (collectively, "Assignee").

RECITALS

A. Pursuant to that certain Sanitary Sewer Easement (0.6939 Acre) dated April 13, 2022, recorded under Clerk's File No. 2022022987 in the Official Public Records of Brazoria County Texas (the "Sanitary Sewer Easement"), Manvel Town Center, Ltd., a Texas limited partnership, conveyed to Assignor, a permanent and perpetual non-exclusive easement and right-of-way (the "Easement"), for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of sanitary sewer lines and all related connections and appurtenances, across, along, under, over, upon and through that certain tract of land located in Brazoria County, Texas, containing 0.6939 acre, as more particularly described in and shown under the Sanitary Sewer Easement.

B. Assignor, as the current holder of the Easement, desires to assign to Assignee the Easement and all of Assignor's rights, titles, and interests in, to, and under the Sanitary Sewer Easement, and Assignee desires to accept such assignment and assume the obligations of Assignor thereunder.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment by Assignor.** As of the Effective Date, Assignor has ASSIGNED, SOLD, AND CONVEYED and by these presents does ASSIGN, SELL, AND CONVEY unto Assignee, the Easement and all of Assignor's rights, titles, and interests in, to and under the Sanitary Sewer Easement.

2. **Assumption by Assignee.** Assignee hereby accepts such assignment and assumes and agrees to observe and perform all of the obligations and duties of Assignor under the Sanitary Sewer Easement arising from and after the Effective Date of this Assignment.

3. **Multiple Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

4. **Assignee's Address.** Assignee's address is 20031 Highway 6, Manvel, Texas 77578.

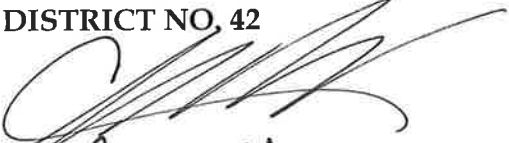
TO HAVE AND TO HOLD, subject to the provisions hereof, the Easement and all of Assignor's rights, titles, and interests in, to and under the Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto Assignee.

[Signature pages follow this page.]

EXECUTED by Assignor on the date set forth in the acknowledgment below, but
EFFECTIVE as of the Effective Date.

ASSIGNOR:

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 42

By: 
Name: Chris Harvey
Title: President

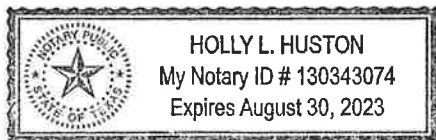
ATTEST:

By: 
Name: JEREMY LILLEY
Title: SECRETARY

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 21 day of
April, 2023, by Chris Harvey, President,
and Jeremy Lilley, Secretary of BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 42, a political subdivision of the State of Texas,
on behalf of said political subdivision.

(NOTARY SEAL)




Notary Public, State of Texas

EXECUTED, AGREED to, and ACCEPTED by Assignee on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

ASSIGNEE:

CITY OF MANVEL, TEXAS

By: _____

Name: Dan Davis

Title: Mayor

ATTEST:

By: _____

Name: Tammy Bell

Title: City Secretary

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Dan Davis, Mayor, and Tammy Bell, City Secretary of the CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas, on behalf of said municipal corporation and home rule city.

(NOTARY SEAL)

Notary Public, State of Texas

After recording, please return to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

**ASSIGNMENT OF UTILITY EASEMENT
(1.844 Acres)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF BRAZORIA	§	

This Assignment of Utility Easement (1.844 Acres) (this "Assignment") is entered into effective as of this ____ day of _____, 2023 (the "Effective Date"), by and between **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 42**, a political subdivision of the State of Texas ("Assignor"), and the **CITY OF MANVEL, TEXAS**, a municipal corporation and home rule city of the State of Texas, and its successors and assigns (collectively, "Assignee").

RECITALS

A. Pursuant to that certain Utility Easement (1.844 Acres) dated December 2, 2019, recorded under Clerk's File No. 2019059858 in the Official Public Records of Brazoria County Texas (the "Utility Easement"), Manvel Town Center, Ltd., a Texas limited partnership, conveyed to Assignor, a permanent and perpetual non-exclusive easement and right-of-way (the "Easement"), for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of utility lines and/or facilities, including, without limitation, sanitary sewer lines, storm sewer lines, water lines, drainage facilities, detention facilities, and all related connections and appurtenances, across, along, under, over, upon and through that certain tract of land located in Brazoria County, Texas, containing 1.844 acres, as more particularly described in and shown under the Utility Easement.

B. Assignor, as the current holder of the Easement, desires to assign to Assignee the Easement and all of Assignor's rights, titles, and interests in, to, and under the Utility Easement, and Assignee desires to accept such assignment and assume the obligations of Assignor thereunder.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment by Assignor. As of the Effective Date, Assignor has ASSIGNED, SOLD, AND CONVEYED and by these presents does ASSIGN, SELL, AND CONVEY unto Assignee, the Easement and all of Assignor's rights, titles, and interests in, to and under the Utility Easement.

2. Assumption by Assignee. Assignee hereby accepts such assignment and assumes and agrees to observe and perform all of the obligations and duties of Assignor under the Utility Easement arising from and after the Effective Date of this Assignment.

3. Multiple Counterparts. This Assignment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

4. Assignee's Address. Assignee's address is 20031 Highway 6, Manvel, Texas 77578.

TO HAVE AND TO HOLD, subject to the provisions hereof, the Easement and all of Assignor's rights, titles, and interests in, to and under the Utility Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto Assignee.

[Signature pages follow this page.]

EXECUTED by Assignor on the date set forth in the acknowledgment below, but
EFFECTIVE as of the Effective Date.

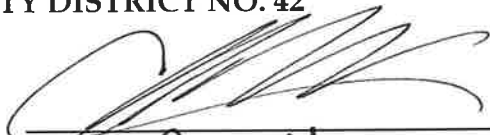
ASSIGNOR:

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 42**

By: _____

Name: _____

Title: _____


Chris Hanvey
President

ATTEST:

By: _____

Name: _____

Title: _____


JEREMY LILLEY
SECRETARY

THE STATE OF TEXAS

§

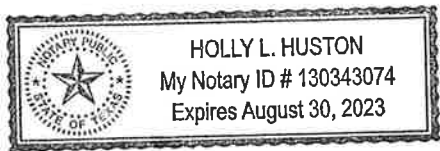
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COUNTY OF Harris

§

This instrument was acknowledged before me on the 21 day of
April, 2023, by Chris Hanvey, President,
and Jeremy Lilley, Secretary of BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 42, a political subdivision of the State of Texas,
on behalf of said political subdivision.

(NOTARY SEAL)





Notary Public, State of Texas

EXECUTED, AGREED to, and ACCEPTED by Assignee on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

ASSIGNEE:

CITY OF MANVEL, TEXAS

By: _____
Name: Dan Davis
Title: Mayor

ATTEST:

By: _____
Name: Tammy Bell
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Dan Davis, Mayor, and Tammy Bell, City Secretary of the CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas, on behalf of said municipal corporation and home rule city.

(NOTARY SEAL)

Notary Public, State of Texas

After recording, please return to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

**ASSIGNMENT OF WATER LINE EASEMENT
(0.7023 Acre)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF BRAZORIA §

This Assignment of Water Line Easement (0.7023 Acre) (this "Assignment") is entered into effective as of this ____ day of _____, 2023 (the "Effective Date"), by and between **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 42**, a political subdivision of the State of Texas ("Assignor"), and the **CITY OF MANVEL, TEXAS**, a municipal corporation and home rule city of the State of Texas, and its successors and assigns (collectively, "Assignee").

RECITALS

A. Pursuant to that certain Water Line Easement (0.7023 Acre) dated April 13, 2022, recorded under Clerk's File No. 2022022988 in the Official Public Records of Brazoria County Texas (the "Water Line Easement"), Manvel Town Center, Ltd., a Texas limited partnership, conveyed to Assignor, a permanent and perpetual non-exclusive easement and right-of-way (the "Easement"), for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of water lines and all related connections and appurtenances, across, along, under, over, upon and through that certain tract of land located in Brazoria County, Texas, containing 0.7023 acre, as more particularly described in and shown under the Water Line Easement.

B. Assignor, as the current holder of the Easement, desires to assign to Assignee the Easement and all of Assignor's rights, titles, and interests in, to, and under the Water Line Easement, and Assignee desires to accept such assignment and assume the obligations of Assignor thereunder.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment by Assignor.** As of the Effective Date, Assignor has ASSIGNED, SOLD, AND CONVEYED and by these presents does ASSIGN, SELL, AND CONVEY unto Assignee, the Easement and all of Assignor's rights, titles, and interests in, to and under the Water Line Easement.

2. **Assumption by Assignee.** Assignee hereby accepts such assignment and assumes and agrees to observe and perform all of the obligations and duties of Assignor under the Water Line Easement arising from and after the Effective Date of this Assignment.

3. **Multiple Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

4. **Assignee's Address.** Assignee's address is 20031 Highway 6, Manvel, Texas 77578.

TO HAVE AND TO HOLD, subject to the provisions hereof, the Easement and all of Assignor's rights, titles, and interests in, to and under the Water Line Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto Assignee.

[Signature pages follow this page.]

EXECUTED by Assignor on the date set forth in the acknowledgment below, but
EFFECTIVE as of the Effective Date.

ASSIGNOR:

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 42**

By: _____

Name: _____

Title: _____


Chris Harvey
President

ATTEST:

By: _____

Name: _____

Title: _____


JEREMY LILLEY
SECRETARY

THE STATE OF TEXAS

§

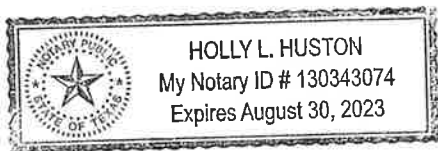
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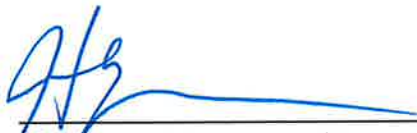
COUNTY OF Harris

§

This instrument was acknowledged before me on the 21 day of
April, 2023, by Chris Harvey, President,
and Jeremy Lilley, Secretary of BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 42, a political subdivision of the State of Texas,
on behalf of said political subdivision.

(NOTARY SEAL)




Notary Public, State of Texas

EXECUTED, AGREED to, and ACCEPTED by Assignee on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

ASSIGNEE:

CITY OF MANVEL, TEXAS

By: _____
Name: Dan Davis
Title: Mayor

ATTEST:

By: _____
Name: Tammy Bell
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Dan Davis, Mayor, and Tammy Bell, City Secretary of the CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas, on behalf of said municipal corporation and home rule city.

(NOTARY SEAL)

Notary Public, State of Texas

After recording, please return to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

**SPECIAL WARRANTY DEED
(Wastewater Treatment Plant)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THE STATE OF TEXAS	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF BRAZORIA	§	

THAT **MANVEL TOWN CENTER, LTD.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the **CITY OF MANVEL, TEXAS**, a municipal corporation and home rule city of the State of Texas, its successors and assigns ("Grantee"), that certain tracts of real property situated in Brazoria County, Texas, together with all rights, titles, and interests appurtenant thereto and any and all improvements situated thereon (the "Property"), being more particularly described as follows:

All of Restricted Reserve "B" of the FINAL PLAT OF MANVEL TOWN CENTER DETENTION PONDS AND MUD FACILITIES, a subdivision located in Brazoria County, Texas, according to the map or plat thereof recorded under Instrument No. 2023010263 of the Official Public Records of Brazoria County, Texas.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 42 ("District") hereby joins in on this conveyance of the Property to the Grantor, subject to the terms and conditions of the Utility Conveyance and Security Agreement by and between District and Grantee dated as of October 2, 2023, and accepted by Grantee as of even date herewith.

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to those certain title exceptions listed on **Exhibit A** attached hereto and incorporated herein for all purposes, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Grantee's address is 20031 Highway 6, Manvel, Texas 77578.

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2024.

GRANTOR:

MANVEL TOWN CENTER, LTD.,
a Texas limited partnership

By: Manvel Town Center One, L.C.,
a Texas limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, _____ of Manvel Town Center One, L.C., a Texas limited liability company, General Partner of MANVEL TOWN CENTER, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

CITY OF MANVEL, TEXAS

By: _____
Name: Dan Davis
Title: Mayor

ATTEST:

By: _____
Name: Tammy Bell
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Dan Davis, Mayor, and Tammy Bell, City Secretary of the CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas, on behalf of said municipal corporation and home rule city.

(NOTARY SEAL)

Notary Public, State of Texas

DISTRICT:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on the ____ day of _____, 2024, by _____ of the Board of Directors for Brazoria County Municipal Utility District No. 42, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

After recording, please return to:
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

Exhibit A
Permitted Encumbrances

1. Those certain restrictive covenants shown under the FINAL PLAT OF MANVEL TOWN CENTER DETENTION PONDS AND MUD FACILITIES, a subdivision located in Brazoria County, Texas, according to the map or plat thereof recorded under Instrument No. 2023010263 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "B"].
2. The covenants, conditions and restrictions set forth under that certain Declaration of Maintenance Covenant for Stormwater Structural Controls and Continued Maintenance of Drainage and Detention Facilities dated March 24, 2022, filed for record under Clerk's File No. 2022020911 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "B"].
3. Building Set Back Line (10' in width) located along the southern boundary line of Restricted Reserve "B", as shown under the FINAL PLAT OF MANVEL TOWN CENTER DETENTION PONDS AND MUD FACILITIES, a subdivision located in Brazoria County, Texas, according to the map or plat thereof recorded under Instrument No. 2023010263 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "B"].
4. Dedication of Unobstructed Dry Public Utility and Aerial Easements and Release of Easement dated July 19, 2022, as set out by that certain instrument filed for record under Clerk's File No. 2022045391 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "B"].
5. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in that certain Warranty Deed with Vendor's Lien dated February 17, 1983, filed for record under Volume 1698, Page 399 of the Deed Records of Brazoria County, Texas [Affects Restricted Reserve "B"].
6. Terms, conditions and stipulations contained in that certain Declaration of Maintenance Covenant for Stormwater Structural Controls and Continued Maintenance of Drainage and Detention Facilities dated March 24, 2022, filed for record under Clerk's File No. 2022020911 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "B"].

7. Terms, conditions and stipulations contained in that certain Interlocal Development Agreement dated January 1, 2014, executed by and between the City of Manvel, Texas and Brazoria County Municipal Utility District No. 42, as evidenced by that certain First Amendment to Interlocal Development Agreement dated February 20, 2018, filed for record under Clerk's File No. 2018052382 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "B"].
8. Ordinance No. 2011-O-13 of the City of Manvel, Texas, amending the zoning ordinance, filed for record under Clerk's File No. 2011044243 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "B"].

**SPECIAL WARRANTY DEED
(Water Treatment Plant)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF BRAZORIA	§	

THAT **MANVEL TOWN CENTER, LTD.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the **CITY OF MANVEL, TEXAS**, a municipal corporation and home rule city of the State of Texas, its successors and assigns ("Grantee"), that certain tract of real property situated in Brazoria County, Texas, together with all rights, titles, and interests appurtenant thereto and any and all improvements situated thereon (the "Property"), being more particularly described as follows:

All of Restricted Reserve "D" of the FINAL PLAT OF MANVEL TOWN CENTER DETENTION PONDS AND MUD FACILITIES, a subdivision located in Brazoria County, Texas, according to the map or plat thereof recorded under Instrument No. 2023010263 of the Official Public Records of Brazoria County, Texas.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 42 ("District") hereby joins in on this conveyance of the Property to the Grantor, subject to the terms and conditions of the Utility Conveyance and Security Agreement by and between District and Grantee dated as of October 2, 2023, and accepted by Grantee as of even date herewith.

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to those certain title exceptions listed on **Exhibit A** attached hereto and incorporated herein for all purposes, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Grantee's address is 20031 Highway 6, Manvel, Texas 77578.

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2024.

GRANTOR:

MANVEL TOWN CENTER, LTD.,
a Texas limited partnership

By: Manvel Town Center One, L.C.,
a Texas limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, _____ of Manvel Town Center One, L.C., a Texas limited liability company, General Partner of MANVEL TOWN CENTER, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

CITY OF MANVEL, TEXAS

By: _____
Name: Dan Davis
Title: Mayor

ATTEST:

By: _____
Name: Tammy Bell
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Dan Davis, Mayor, and Tammy Bell, City Secretary of the CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas, on behalf of said municipal corporation and home rule city.

(NOTARY SEAL)

Notary Public, State of Texas

DISTRICT:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on the ____ day of _____, 2024, by _____ of the Board of Directors for Brazoria County Municipal Utility District No. 42, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

After recording, please return to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

Exhibit A
Permitted Encumbrances

1. Those certain restrictive covenants shown under the FINAL PLAT OF MANVEL TOWN CENTER DETENTION PONDS AND MUD FACILITIES, a subdivision located in Brazoria County, Texas, according to the map or plat thereof recorded under Instrument No. 2023010263 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "D"].
2. The covenants, conditions and restrictions set forth under that certain Declaration of Maintenance Covenant for Stormwater Structural Controls and Continued Maintenance of Drainage and Detention Facilities dated March 24, 2022, filed for record under Clerk's File No. 2022020911 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "D"].
3. Storm Sewer Easement (25' in width) located along the northern boundary line of Restricted Reserve "D", as shown under the FINAL PLAT OF MANVEL TOWN CENTER DETENTION PONDS AND MUD FACILITIES, a subdivision located in Brazoria County, Texas, according to the map or plat thereof recorded under Instrument No. 2023010263 of the Official Public Records of Brazoria County, Texas, as further set out by instrument dated December 2, 2019, filed for record under Clerk's File No. 2019059826 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "D"].
4. Sanitary Control Easement (with a 150' radius), as shown under the FINAL PLAT OF MANVEL TOWN CENTER DETENTION PONDS AND MUD FACILITIES, a subdivision located in Brazoria County, Texas, according to the map or plat thereof recorded under Instrument No. 2023010263 of the Official Public Records of Brazoria County, Texas, as further set out by that certain instrument dated December 2, 2019, filed for record under Clerk's File No. 2019059830 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "D"].
5. Sanitary Control Easement (with a 150' radius), as shown under the FINAL PLAT OF MANVEL TOWN CENTER DETENTION PONDS AND MUD FACILITIES, a subdivision located in Brazoria County, Texas, according to the map or plat thereof recorded under Instrument No. 2023010263 of the Official Public Records of Brazoria County, Texas, as further set out by that certain instrument dated December 2, 2019, filed for record under Clerk's File No.

2019059827 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "D"].

6. Short Form Blanket Easement dated February 21, 2022, as set out by that certain instrument filed for record under Clerk's File No. 2022013427 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "D"].
7. Dedication of Unobstructed Dry Public Utility and Aerial Easements and Release of Easement dated July 19, 2022, as set out by that certain instrument filed for record under Clerk's File No. 2022045391 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "D"].
8. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in that certain instrument dated October 15, 1984, filed for record under Volume 69, Page 730 of the Deed Records of Brazoria County, Texas [Affects Restricted Reserve "D"].
9. All leases, grants, exception or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, heretofore reserved and/or conveyed by predecessors in title. [Affects Restricted Reserve "D"].
10. Terms, conditions and stipulations contained in that certain Declaration of Maintenance Covenant for Stormwater Structural Controls and Continued Maintenance of Drainage and Detention Facilities dated March 24, 2022, filed for record under Clerk's File No. 2022020911 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "D"].
11. Terms, conditions and stipulations contained in that certain Interlocal Development Agreement dated January 1, 2014, executed by and between the City of Manvel, Texas and Brazoria County Municipal Utility District No. 42, as evidenced by that certain First Amendment to Interlocal Development Agreement dated February 20, 2018, filed for record under Clerk's File No. 2018052382 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "D"].
12. Ordinance No. 2011-O-13 of the City of Manvel, Texas, amending the zoning ordinance, filed for record under Clerk's File No. 2011044243 of the Official Public Records of Brazoria County, Texas [Affects Restricted Reserve "D"].

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Commitment Number:



Fidelity National Title Insurance Company

1076602300278

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (Fidelity National Title Insurance Company, a Florida corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Issued By:

Charter Title Company

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Rosalinda Martinez



CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

SCHEDULE A

Effective Date: October 12, 2023 at 8:00 AM
Commitment No.: 1076602300278

GF No.: ch-7660-1076602300278SL
Issued: October 27, 2023 at 8:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: TBD
PROPOSED INSURED: City of Manvel

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

As to Tracts 1 and 4: Non-exclusive Easement Estates as created and defined under terms, conditions and stipulations contained in that certain Sanitary Sewer Easement granted to Brazoria County Municipal Utility District No.42, dated December 2, 2019, recorded under Brazoria County Clerk's File No. 2019059829, as affected by Amended and Restated Sanitary Sewer Easement recorded September 19, 2023 under Brazoria County Clerk's File No. 2023042381, as affected by Assignment of Easements into the City of Manvel recorded _____, 2023 under Brazoria County Clerk's File No. _____,

As to Tracts 2 and 3: Non-exclusive Easement Estates as created and defined under terms, conditions and stipulations contained in that certain Water Line Easement granted to Brazoria County Municipal Utility District No.42, dated December 2, 2019, recorded under Brazoria County Clerk's File No. 2019059825, as affected by Amended and Restated Water Line Easement recorded September 19, 2023 under Brazoria County Clerk's File No. 2023042380, as affected by Assignment of Easements into the City of Manvel recorded _____, 2023 under Brazoria County Clerk's File No. _____,

3. Record title to the land on the Effective Date appears to be vested in:

Manvel Town Center, Ltd.

SCHEDULE A

(continued)

4. Legal description of land:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

Tract 1: Non-exclusive Easement Estate

BEING a 1.201 acre (52,336 square foot) tract of land situated in the H.T. & B. R.R. Co. Survey, Section 71, Abstract No. 291 City of Manvel, of Brazoria County, Texas and being a portion of a called 2.180 acre Sanitary Sewer Easement recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2019059829, a portion of Unrestricted Reserve "B" of MANVEL TOWN CENTER SECTION ONE PARTIAL REPLAT NO 1, a subdivision per plat recorded under Plat Number 2022042761 of the Brazoria County Plat Records (B.C.P.R.), portion of Lot 49 and Lot 57 of the EMIGRATION LAND COMPANY SUBDIVISION SECTION 71, a subdivision recorded in Volume 2, Page 81-82 of the B.C.P.R., being a portion of a called 15.46 acre tract described in an instrument to Manvel Town Center, Ltd. recorded under B.C.C.F. No. 2007004251, being a portion of a called 3.522799 acre tract described as Tract No. A and a called 5.762238 acre tract described as Tract No. B, and a called 10.319648 acre tract all described in an instrument to Manvel Town Center, Ltd. recorded under B.C.C.F. No. 2007004252 and a portion of a called 18.428 acre tract of land described in an instrument to Manvel Town Center recorded under B.C.C.F. No. 2007004253, said 1.201 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to the monuments found along the Northeasterly right-of-way line of State Highway 6 as cited herein:

COMMENCING at a 3/4-inch iron rod with cap stamped "BROWN & GAY" found for the Southwest corner of said Unrestricted Reserve "D" of MANVEL TOWN CENTER SECTION ONE PARTIAL REPLAT NO 1 and a Southeasterly corner of said Unrestricted Reserve "B", lying on the Southeasterly line of said Tract No. B. and the Northeasterly right-of-way line of State Highway 6 (200 feet wide) as shown on B.C.C.F. Nos. 94-000272, 94-014296, 94-014297, 94-037011, 95-001320, 95-038346 and 96-005004, from which a 3/4-inch iron rod with cap stamped "BROWN & GAY" found for the Southeast corner of said Restricted Reserve "D" bears S 70°29'05" E, a distance of 233.61 feet;

THENCE, N 70°29'05" W, a distance of 57.87 feet along and with the Southwest line of said Tract No. B and said Unrestricted Reserve "B" and the Northeast right-of-way line of said Highway 6 to the POINT OF BEGINNING and the Southeast corner of the herein described tract;

THENCE, N 70°29'05" W, a distance of 20.00 feet continuing along and with the Southwest line of said Tract No. B and said Unrestricted Reserve "B" and the Northeast right-of-way line of said Highway 6 to the most Southerly Southwest corner of the herein described tract;

THENCE, over and across said Unrestricted Reserves "B", said Lots 49 and 57, said 15.46 acre tract, said Tract No. A, said Tract No. B, said 10.319648 acre tract and said 18.428 acre tract, the following courses and distances:

N 19°11'08" E, a distance of 124.55 feet to a point for corner;

N 32°58'13" E, a distance of 100.29 feet to a point for corner;

N 19°08'11" E, a distance of 25.18 feet to a point for corner;

N 25°41'08" E, a distance of 54.96 feet to an interior corner of the herein described tract;

N 71°00'41" W, a distance of 223.38 feet to the beginning of a tangent curve to the left;

In a Westerly direction, along said curve to the left, an arc distance of 67.96 feet, having a radius of 175.00 feet, a central angle of 22°15'07" and a chord which bears N 82°08'15" W, a distance of 67.54 feet to the point of tangency;

S 86°44'12" W, a distance of 34.86 feet to the most Westerly Southwest corner of the herein described tract;

N 03°25'21" W, a distance of 20.00 feet to most Westerly Northwest corner of the herein described tract;

N 86°44'12" E, a distance of 34.91 feet to the beginning of a tangent curve to the right;

In an Easterly direction, along said curve to the right, an arc distance of 75.73 feet, having a radius of 195.00 feet, a central angle of 22°15'07" and a chord which bears S 82°08'15" E, a distance of 75.26 feet to the point of tangency;

EXHIBIT "A"
Legal Description

S 71°00'41" E, a distance of 225.73 feet to an interior corner of the herein described tract;

N 34°34'04" E, a distance of 30.92 feet to the beginning of a tangent curve to the right;

In a Northeasterly direction, along said curve to the right, an arc distance of 361.56 feet, having a radius of 398.10 feet, a central angle of 52°02'11" and a chord which bears N 60°35'09" E, a distance of 349.26 feet to the point of tangency;

N 86°35'10" E, a distance of 127.91 feet to an interior corner of the herein described tract;

N 03°24'50" W, a distance of 539.91 feet to the most Northerly Northwest corner of the herein described tract;

N 86°35'10" E, a distance of 20.00 feet to the most Northerly Northeast corner of the herein described tract;

S 03°24'50" E, a distance of 539.91 feet to an interior corner of the herein described tract;

N 86°35'10" E, a distance of 240.46 feet to a point for corner;

N 67°45'33" E, a distance of 189.49 feet to a point for corner;

S 87°23'39" E, a distance of 57.86 feet to the beginning of a tangent curve to the left;

In an Easterly direction, along said curve to the left, an arc distance of 28.99 feet, having a radius of 40.00 feet, a central angle of 41°31'41" and a chord which bears N 71°50'31" E, a distance of 28.36 feet to a point of compound curvature to the left;

In a Northeasterly direction, along said curve to the left, an arc distance of 85.33 feet, having a radius of 335.00 feet, a central angle of 14°35'41" and a chord which bears N 43°46'49" E, a distance of 85.10 feet to the point of tangency;

N 36°28'59" E, a distance of 280.09 feet to a Northeasterly corner of the herein described tract;

S 53°31'01" E, a distance of 20.00 feet to the most Easterly Northeast corner of the herein described tract;

S 36°28'59" W, a distance of 280.09 feet to the beginning of a tangent curve to the right;

In a Southwesterly direction, along said curve to the right, an arc distance of 90.43 feet, having a radius of 355.00 feet, a central angle of 14°35'41" and a chord which bears S 43°46'49" W, a distance of 90.18 feet to a point of compound curvature to the right;

In a Westerly direction, along said curve to the right, an arc distance of 43.49 feet, having a radius of 60.00 feet, a central angle of 41°31'41" and a chord which bears S 71°50'31" W, a distance of 42.54 feet to the point of tangency;

N 87°23'39" W, a distance of 53.45 feet to a point for corner;

S 67°45'33" W, a distance of 188.40 feet to a point for corner;

S 86°35'10" W, a distance of 391.38 feet to the beginning of a non-tangent curve to the left, from which its center bears S 03°20'54" E, 378.10 feet;

In a Southwesterly direction, along said curve to the left, an arc distance of 389.16 feet, having a radius of 378.10 feet, a central angle of 58°58'19" and a chord which bears S 57°09'57" W, a distance of 372.21 feet to the point of tangency;

S 26°17'04" W, a distance of 53.33 feet to a point for corner;

S 19°08'11" W, a distance of 29.34 feet to a point for corner;

S 32°58'13" W, a distance of 100.30 feet to a point for corner;

EXHIBIT "A"
Legal Description

S 19°11'08" W, a distance of 122.25 feet to the POINT OF BEGINNING and containing 1.201 acres (94,977 square feet) of land.

Tract 2: Non-exclusive Easement Estate

BEING a 2.586 acre (112,631 square foot) tract of land situated in the H.T. & B. R.R. Co. Survey, Section 71, Abstract No. 291 City of Manvel, of Brazoria County, Texas and being a portion of called 4.032 acre Water Line Easement recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2019059825, a portion of Unrestricted Reserve "A", Unrestricted Reserve "B", Unrestricted Reserve "C", and Unrestricted Reserve "D" all of MANVEL TOWN CENTER SECTION ONE PARTIAL REPLAT NO 1, a subdivision per plat recorded under Plat Number 2022042761 of the Brazoria County Plat Records (B.C.P.R.), a portion of Lot 42, Lot 49, Lot 50, and Lot 57 of the EMIGRATION LAND COMPANY SUBDIVISION SECTION 71, a subdivision plat recorded under Volume (Vol.) 2, Pages (Pgs.) 81-82 of the B.C.P.R., being a portion of a called 4.00 acre tract and a 15.46 acre tract all described in an instrument to Manvel Town Center, Ltd. recorded under B.C.C.F. No. 2007004251, being a portion of a called 3.522799 acre tract described as Tract No. A, a portion of a called 5.762238 acre tract described as Tract No. B, a portion of a called 1.632610 acre tract described as Tract No. C, a portion of a called 8.416115 acre tract described as Tract No. D and a called 10.319648 acre tract all described in an instrument to Manvel Town Center, Ltd. recorded under B.C.C.F. No. 2007004252 and a portion of a called 18.428 acre tract of land described in an instrument to Manvel Town Center recorded under B.C.C.F. No. 2007004253, said 2.586 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to the monuments found along the Northeasterly right-of-way line of State Highway 6 as cited herein:

COMMENCING at a 1/2-inch iron rod found for the East end of a cut-back of the Northwest intersection of State Highway 288 (width varies) as shown on Vol. 1038, Pg. 302, Vol 1041, Pg. 445, Vol. 1036, Pg. 177, Vol. 1056, Pg. 221 and Vol. 1056, Pg. 748, all of the Brazoria County Deed Records and State Highway 6 (200 feet wide) as shown on B.C.C.F. Nos. 94-000272, 94-014296, 94-014297, 94-037011, 95-001320, 95-038346 and 96-005004, same being a Southeasterly corner of said Tract No. D;

THENCE, S 73°44'17" W, a distance of 110.73 feet, along and with said cut-back and a Southerly line of said Tract No. D, a distance of 110.73 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the POINT OF BEGINNING and a Southerly corner of the herein described tract;

THENCE, S 73°44'17" W, a distance of 83.00 feet continuing along and with said cut-back and a Southerly line of said Tract No. D to the Southwest end of said cut-back, the most Southerly Southwest corner of said Tract No. D and the herein described tract;

THENCE, N 70°29'05" W, a distance of 768.32 feet along and with the Southwest line of said Tract No. D., said Tract No. C, Tract No. B., and said Unrestricted Reserve "D" and Northeasterly right-of-way line of said Highway 6, for a total to the most Southerly Southwest corner of the herein described tract;

THENCE, over and across said Unrestricted Reserves "A", "B", "C", and "D", said Lots 42, 49, 50, and 57, said 4.00 acre tract, said 15.46 acre tract, said Tract No. A, said Tract No. B, said Tract No. C, said Tract No. D, said 10.319648 acre tract and said 18.428 acre tract, the following courses and distances:

N 19°13'21" E, a distance of 245.77 feet to the beginning of a non-tangent curve to the right, from which its center bears S 70°54'17" E, 358.10 feet;

In a Northeasterly direction, along said curve to the right, an arc distance of 16.47 feet, having a radius of 358.10 feet, a central angle of 02°38'09" and chord which bears N 20°24'48" E, 16.47 feet to an interior corner of the herein described tract;

N 71°00'41" W, a distance of 259.82 feet to the beginning of a tangent curve to the left;

In a Northwesterly direction, along said curve to the left, an arc distance of 52.43 feet, having a radius of 135.00 feet, a central angle of 22°15'07" and chord which bears N 82°08'15" W, 52.10 feet to the point of tangency;

EXHIBIT "A"

Legal Description

S 86°44'12" W, a distance of 188.45 feet to the beginning of a tangent curve to the right;

In a Northwesterly direction, along said curve to the right, an arc distance of 50.99 feet, having a radius of 130.00 feet, a central angle of 22°28'17" and chord which bears N 82°01'40" W, 50.66 feet to a point for corner;

N 70°44'51" W, a distance of 204.85 feet to a point for corner;

N 26°00'41" W, a distance of 58.10 feet to a point for corner;

N 70°57'35" W, a distance of 158.74 feet to the beginning of a non-tangent curve to the left, from which its center bears S 18°46'10" W, 175.00 feet;

In a Northwesterly direction, along said curve to the left, an arc distance of 11.29 feet, having a radius of 175.00 feet, a central angle of 03°41'43" and chord which bears N 73°04'41" W, 11.28 feet to a Southwesterly corner of the herein describe tract and the beginning of a non-tangent curve to the left, from which its center bears S 80°04'20" E, 389.97 feet;

In a Northeasterly direction, along said curve to the left, an arc distance of 20.12 feet, having a radius of 389.97 feet, a central angle of 02°57'23" and chord which bears N 08°26'59" E, 20.12 feet to a Northwesterly corner of the herein described tract and the beginning of a non-tangent curve to the left, right, from which its center bears S 14°23'32" W, 195.00 feet;

In a Southeasterly direction, along said curve to the right, an arc distance of 14.95 feet, having a radius of 195.00 feet, a central angle of 04°23'30" and chord which bears S 73°24'43" E, 14.94 feet to a point for corner;

S 70°57'35" E, a distance of 167.06 feet to a point for corner;

S 26°00'41" E, a distance of 58.14 feet to a point for corner;

S 70°44'51" E, a distance of 196.61 feet to the beginning of a non-tangent curve to the left, from which its center bears N 19°12'14" E, 110.04 feet;

In a Southeasterly direction, along said curve to the left, an arc distance of 43.16 feet, having a radius of 110.04 feet, a central angle of 22°28'17" and chord which bears S 82°01'54" E, 42.88 feet to the point of tangency;

N 86°44'12" E, a distance of 188.44 feet to the beginning of a tangent curve to the right;

In a Southeasterly direction, along said curve to the right, an arc distance of 60.20 feet, having a radius of 155.00 feet, a central angle of 22°15'07" and chord which bears S 82°08'15" E, 59.82 feet to the point of tangency;

S 71°00'41" E, a distance of 261.34 feet to an interior corner of the herein described tract and the beginning of a non-tangent curve to the right, from which its center bears S 65°03'33" E, 358.10 feet;

In a Northeasterly direction, along said curve to the right, an arc distance of 385.29 feet, having a radius of 358.10 feet, a central angle of 61°38'44" and chord which bears N 55°45'48" E, 366.97 feet to the point of tangency;

N 86°35'10" E, a distance of 168.04 feet to an interior corner of the herein described tract point for corner;

N 03°24'50" W, a distance of 209.93 feet to an interior corner of the herein described tract point for corner; to a point for corner;

S 86°35'30" W, a distance of 1,379.73 feet to the most Westerly Southwesterly corner of the herein described tract;

N 03°21'02" W, a distance of 20.00 feet to the most Westerly Northwest corner of the herein described tract;

N 86°35'30" E, a distance of 322.78 feet to an interior corner of the herein describe tract;

N 03°10'59" W, a distance of 35.28 feet to a Northerly corner of the herein described tract;

EXHIBIT "A"
Legal Description

N 86°49'01" E, a distance of 5.00 feet to a Northerly corner of the herein described tract;

S 03°10'59" E, a distance of 35.26 feet to an interior corner of the herein described tract;

N 86°35'30" E, a distance of 316.85 feet to an interior corner of the herein described tract;

N 03°24'02" W, a distance of 45.72 feet to a Northerly corner of the herein described tract;

N 82°45'38" E, a distance of 5.01 feet to a Northerly corner of the herein described tract;

S 03°04'09" E, a distance of 46.06 feet to an interior corner of the herein described tract;

N 86°35'30" E, a distance of 239.21 feet to an interior corner of the herein described tract;

N 03°13'24" W, a distance of 49.85 feet to a Northerly corner of the herein described tract;

N 81°16'55" E, a distance of 5.02 feet to a Northerly corner of the herein described tract;

S 03°13'24" E, a distance of 50.31 feet to an interior corner of the herein described tract;

N 86°35'30" E, a distance of 265.02 feet to an interior corner of the herein described tract;

N 03°13'24" W, a distance of 50.34 feet to a Northerly corner of the herein described tract;

N 86°35'11" E, a distance of 5.00 feet to a Northerly corner of the herein described tract;

S 03°13'24" E, a distance of 50.34 feet to an interior corner of the herein described tract;

N 86°35'30" E, a distance of 216.12 feet to an interior corner of the herein described tract;

N 03°24'50" W, a distance of 359.98 feet to the most Northerly Northwest corner of the herein described tract;

N 86°35'10" E, a distance of 20.00 feet to the most Northerly Northeast corner of the herein described tract;

S 03°24'50" E, a distance of 589.91 feet to an interior corner of the herein described tract;

N 86°35'10" E, a distance of 207.09 feet to a point for corner;

N 67°45'33" E, a distance of 187.31 feet to a point for corner;

S 87°23'39" E, a distance of 49.05 feet to the beginning of a tangent curve to the left; In a Northeasterly direction, along said curve to the left, an arc distance of 57.98 feet, having a radius of 80.00 feet, a central angle of 41 °31'41" and chord which bears N 71°50'31" E, 56.72 feet to a point of compound curvature to the left;

In a Northeasterly direction, along said curve to the left, an arc distance of 95.52 feet, having a radius of 375.00 feet, a central angle of 14°35'41" and chord which bears N 43°46'49" E, 95.26 feet to the point of tangency;

N 36°28'59" E, a distance of 369.09 feet to the most Northerly Northeast corner of the herein described tract;

S 53°31'01" E, a distance of 20.00 feet to most Easterly Northeast corner of the herein described tract;

S 36°28'59" W, a distance of 369.09 feet to the beginning of a tangent curve to the right;

In a Southwesterly direction, along said curve to the right, an arc distance of 100.62 feet, having a radius of 395.00 feet, a central angle of 14°35'41" and chord which bears S 43°46'49" W, 100.34 feet to a point of compound curvature to the right;

EXHIBIT "A"

Legal Description

In a Southwesterly direction, along said curve to the right, an arc distance of 72.48 feet, having a radius of 100.00 feet, a central angle of 41°31'41" and chord which bears S 71°50'31" W, 70.90 feet to the point of tangency;

N 87°23'39" W, a distance of 44.64 feet to a point for corner;

S 67°45'33" W, a distance of 186.22 feet to a point for corner;

S 86°35'10" W, a distance of 398.44 feet to the beginning of a tangent curve to the left;

In a Southwesterly direction, along said curve to the left, an arc distance of 398.28 feet, having a radius of 338.10 feet, a central angle of 67°29'40" and chord which bears S 52°50'20" W, 375.65 feet to a point for corner;

S 19°13'21" W, a distance of 225.90 feet to a point for corner;

S 70°29'05" E, a distance of 741.97 feet to a point for corner;

N 73°44'17" E, a distance of 48.79 feet to a point for corner;

S 70°29'05" E, a distance of 34.21 feet to the POINT OF BEGINNING and containing 2.586 acres (52,336 square feet) of land.

Tract 3: Non-exclusive Easement Estate

BEING a 0.3615 acre (15,749 square foot) tract of land situated in the H.T. & B. R.R. Co. Survey, Section 71, Abstract No. 291 City of Manvel, of Brazoria County, Texas and being a portion of called 4.032 acre Water Line Easement recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2019059825, being a portion Lot 48, and Lot 56 of the EMIGRATION LAND COMPANY SUBDIVISION SECTION 71, a subdivision plat recorded under Volume (Vol.) 2, Pages (Pgs.) 81-82 of the B.C.P.R., being a portion of a called 5.1607 acre tract as described in an instrument to Manvel Town Center, Ltd. recorded under B.C.C.F. No. 2007051925 and a portion of a called 18.428 acre tract of land described in an instrument to Manvel Town Center recorded under B.C.C.F. No. 2007004253, said 0.3615 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to the monuments found along the North line of said 5.1607 tract as cited herein:

COMMENCING at a 1/2-inch iron pipe with cap stamped "BROWN & GAY" found the common West corner of said Lot 48 and Lot 47 of said EMIGRATION LAND COMPANY SUBDIVISION SECTION 71, same being the common West corner of said 5.1607 acre tract and a called 10.33 acre tract as described in an instrument to Manvel Town Center, LTD. recorded under B.C.C.F. No. 2016034464, from which a 5/8-inch iron rod with cap stamped "EHR&A" found for the common East corner of said Lot 48 and said Lot 47, same being the common East corner of said 5.1607 acre tract and said 10.33 acre tract, same being the common West corner of said Lot 56 and Lot 55 of said EMIGRATION LAND COMPANY SUBDIVISION SECTION 71, same being the common West corner of said 18.428 acre tract and a called 41.2853 acre tract described as Parcel 6 in an instrument to New Rodeo 288, LTD. recorded under B.C.C.F. No. 2005039091 bears N 86°38'58" E, a distance of 640.00 feet;

THENCE, over and across Lots 48 and 56, 5.1607 acre tract, and said 18.428 acre tract, the following courses and distances:

S 68°23'28" E, a distance of 94.79 feet to the POINT OF BEGINNING and Northwest corner of the herein described tract;

N 86°38'58" E, a distance of 558.75 feet to a point for corner;

S 54°13'29" E, a distance of 175.73 feet to an interior corner of the herein described tract;

N 35°46'31" E, a distance of 40.06 feet to a point for corner;

S 54°13'79" E, a distance of 20.00 feet to the East corner of the herein described tract;

EXHIBIT "A"
Legal Description

S 35°46'31" W, a distance of 60.06 feet to the Southeast corner of the herein described tract;

N 54°13'29" W, a distance of 188.63 feet to an interior corner of the herein described tract;

S 86°38'58" W, a distance of 551.65 feet to the Southwest corner of the herein described tract;

N 03°21'02" W, a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.3615 acres (15,749 square feet) of land.

Tract 4: Non-exclusive Easement Estate

BEING a 0.5488 acre (23,904 square foot) tract of land situated in the H.T.& B. R.R. Co. Survey, Section 71, Abstract No. 291 City of Manvel, of Brazoria County, Texas and being a portion of a called 2.180 acre Sanitary Sewer Easement recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2019059829, a portion Lot 47, Lot 48, and Lot 56 of the EMIGRATION LAND COMPANY SUBDIVISION SECTION 71, a subdivision plat recorded under Volume (Vol.) 2, Pages (Pgs.) 81-82 of the B.C.P.R., being a portion of a called 5.1607 acre tract as described in an instrument to Manvel Town Center, Ltd. recorded under B.C.C.F. No. 2007051925, a portion of a called 10.33 acre tract as described in an instrument to Manvel Town Center, LTD. recorded under B.C.C.F. No. 2016034464 and a portion of a called 18.428 acre tract of land described in an instrument to Manvel Town Center recorded under B.C.C.F. No. 2007004253, said 0.5488 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to the monuments found along the North line of said 5.1607 tract as cited herein:

COMMENCING at a 1/2-inch iron pipe with cap stamped "BROWN & GAY" found the common West corner of said Lot 48 and Lot 47 of said EMIGRATION LAND COMPANY SUBDIVISION SECTION 71, same being the common West corner of said 5.1607 acre tract and said 10.33 acre tract, from which a 5/8-inch iron rod with cap stamped "EHR&A" found for the common East corner of said Lot 48 and said Lot 47, same being the common East corner of said 5.1607 acre tract and said 10.33 acre tract, same being the common West corner of said Lot 56 and Lot 55 of said EMIGRATION LAND COMPANY SUBDIVISION SECTION 71, same being the common West corner of said 18.428 acre tract and a called 41.2853 acre tract described as Parcel 6 in an instrument to New Rodeo 288, LTD. recorded under B.C.C.F. No. 2005039091 bears N 86°38'58" E, a distance of 640.00 feet;

THENCE, over and across Lots 47, 48 and 56, 5.1607 acre tract, said 10.33 acre tract and said 18.428 acre tract, the following courses and distances:

N 26°37'59" E, a distance of 46.18 feet to the POINT OF BEGINNING and Northwest corner of the herein described tract;

N 86°38'58" E, a distance of 20.00 feet to the most Northerly Northeast corner of the herein described tract;

S 03°21'02" E, a distance of 60.00 feet to an interior corner of the herein described tract;

N 86°38'58" E, a distance of 640.41 feet to a point for corner;

S 54°13'29" E, a distance of 481.93 feet to the East corner of the herein described tract;

S 35°46'31" W, a distance of 20.00 feet to the South corner of the herein described tract;

N 54°13'29" W, a distance of 474.82 feet to an interior corner of the herein described tract;

S 86°38'58" W, a distance of 653.31 feet to the Southwest corner of the herein described tract;

N 03°21'02" W, a distance of 80.00 feet to the POINT OF BEGINNING and containing 0.5488 acres (23,904 square feet) of land.

SCHEDULE B EXCEPTIONS FROM COVERAGE

Commitment No.: 1076602300278

GF No.: ch-7660-1076602300278SL

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Restrictions shown and/or noted on plat recorded under County Clerk's File Nos. 2022042761 of the Official Public Records of Brazoria County, Texas, and by instruments recorded under County Clerk's File Nos. 2019063558, 2019048917 and 2022020911 of the Official Public Records of Brazoria County, Texas, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

(Applies to the Owner Policy only.)

4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

- a. to tidelands, or lands comprising the shores or beds or navigable of perennial rivers and streams, lakes, bays, gulfs or oceans, or
- b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- c. to filled-in lands, or artificial islands, or
- d. to statutory water rights, including riparian rights, or
- e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.
(Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
 - a. Rights of parties in possession.
 - b. The following exception will appear in any policy issued (other than the T-1R Residential Owner's Policy of Title Insurance and the T-2R Short-Form Residential Loan Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.
 - c. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
 - d. Intentionally Deleted
 - e. Drainage easement granted to Brazoria Drainage District No. 4 by instrument recorded under County Clerk's File No. 2018052704 of the Official Public Records of Brazoria County, Texas.
 - f. Water line easements and all terms and conditions of the instrument creating same, granted to Brazoria County Municipal Utility District No. 42 by instruments recorded under County Clerk's File No. 2022022988 of the Official Public Records of Brazoria County, Texas.
 - g. Terms, conditions and stipulations contained in Water Line Easement granted to Brazoria County Municipal Utility District No. 42 in instrument recorded under Brazoria County Clerk's File No. 2019059825, as affected by Amended and Restated Water Line Easement recorded under Brazoria County Clerk's File No. 2023042380, as affected by Assignment of Easements into the City of Manvel recorded _____, 2023 under Brazoria County Clerk's File No. _____,
 - h. Sanitary control easements and all terms and conditions of the instruments creating same, granted to Brazoria County Municipal Utility District No. 42 by instruments recorded under County Clerk's File Nos. 2019059827 and 2019059830 of the Official Public Records of Brazoria County, Texas.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

- i. Storm sewer easements and all terms and conditions of the instruments creating same, granted to Brazoria County Municipal Utility District No. 42 by instruments recorded under County Clerk's File Nos. 2019059826, 2022022986 and 2022042720 of the Official Public Records of Brazoria County, Texas.
- j. Utility easement and all terms and conditions of the instrument creating same, granted to Brazoria County Municipal Utility District No. 42 by instrument recorded under County Clerk's File No. 2019059828 of the Official Public Records of Brazoria County, Texas.
- k. Terms, conditions and stipulations contained in Sanitary Sewer Easements and all terms and conditions of the instruments creating same, granted to Brazoria County Municipal Utility District No. 42 by instruments recorded under County Clerk's File Nos. 2019059829 of the Official Public Records of Brazoria County, Texas, as affected by Amended and Restated Sanitary Sewer Easement recorded under Brazoria County Clerk's File No. 2023042381, as affected by Assignment of Easements into the City of Manvel recorded _____, 2023 under Brazoria County Clerk's File No. _____,
- l. Sanitary sewer easements and all terms and conditions of the instrument creating same, granted to Brazoria County Municipal Utility District No. 42 by instruments recorded under County Clerk's File No. 2022022987 of the Official Public Records of Brazoria County, Texas.
- m. Short Form Blanket Easement for Gas Main Extensions granted to CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations in instrument recorded under Brazoria County Clerk's File No. 2023041683.
- n. Unobstructed Public Utility and Aerial Easement(s), and all terms and conditions of the instrument dedicating same, recorded under County Clerk's File No. 2019059824 of the Official Public Records of Brazoria County, Texas.
- o. Dedication of Unobstructed Dry Public Utility and Aerial Easements and Release of Easement recorded under County Clerk's File No. 2022045391 of the Official Public Records of Brazoria County, Texas.
- p. Dedication of Unobstructed Dry Public Utility and Aerial Easements, and all terms and conditions of the instruments dedicating same, recorded under County Clerk's File No. 2022013429, as corrected by County Clerk's File No. 2022030725, all of the Official Public Records of Brazoria County, Texas.
- q. Access easements and all terms and conditions of the instruments creating same, granted to Brazoria County Municipal Utility District No. 42 by instruments recorded under County Clerk's File Nos. 2019059831 and 2021084038 of the Official Public Records of Brazoria County, Texas.
- r. Public access easement and all terms and conditions of the instrument creating same, granted to the City of Manvel, Texas by instrument recorded under County Clerk's File No. 2019059983 of the Official Public Records of Brazoria County, Texas.
- s. Blanket easements and all terms and conditions of the instruments creating same, granted to CenterPoint Energy Houston Electric, LLC by instruments recorded under County Clerk's File Nos. 2022013427 and 2023029508 of the Official Public Records of Brazoria County, Texas.
- t. Sign Easement set forth by Declarant in instrument recorded under County Clerk's File No. 2023017317 of the Official Public Records of Brazoria County, Texas.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

- u. Easements, as well as all terms, conditions and provisions of the Easement Agreement by and between Manvel Town Center, Ltd. (Grantor) and Enterprise Crude Pipeline LLC (Grantee), evidenced by Memorandum thereof, recorded under County Clerk's File No. 2015057049 of the Official Public Records of Brazoria County, Texas.
- v. Easements, as well as all terms, conditions and provisions of the Permanent Easement Agreement by and between Manvel Town Center, Ltd. (Grantor) and M2E3 LLC (Grantee), evidenced by Memorandum thereof, recorded under County Clerk's File No. 2020017289 of the Official Public Records of Brazoria County, Texas.
- w. Easements, as well as all terms, conditions and provisions of the Right of Entry, Possession and Use Agreement by and between Manvel Town Center, Ltd. (Grantor) and M2E3 LLC (Grantee), evidenced by Memorandum thereof, recorded under County Clerk's File No. 2019063293, re-recorded under County Clerk's File No. 2020003770, both of the Official Public Records of Brazoria County, Texas.
- x. All terms, conditions and provisions of City of Manvel Ordinance No. 2018-O-43, recorded under County Clerk's File No. 2019061572 of the Official Public Records of Brazoria County, Texas.
- y. All terms, conditions, provisions and easements set forth by Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions recorded under County Clerk's File No. 2019063558 of the Official Public Records of Brazoria County, Texas.
- z. All terms, conditions and provisions of the Declaration of Maintenance Covenant for Stormwater Structural Controls & Continued Maintenance of Drainage & Detention Facilities recorded under County Clerk's File No. 2022020911 and under County Clerk's File No. 2023046164 of the Official Public Records of Brazoria County, Texas.
- aa. All terms, conditions and provisions of the Interlocal and Development Agreement by and between the City of Manvel, Texas, Brazoria County Municipal Utility District No. 42 and Manvel Town Center, LP, as evidenced by Amendments thereto and including all terms, conditions and provisions of said Amendments, recorded under County Clerk's File Nos. 2018052382 and 2021011493 of the Official Public Records of Brazoria County, Texas.
- ab. All terms, conditions and provisions of the Lease by and between Manvel Town Center, Ltd. (Landlord) and H-E-B, LP (Tenant), as evidenced by the Memorandum of Lease recorded under County Clerk's File No. 2019048917 of the Official Public Records of Brazoria County, Texas.
- ac. All terms, conditions and provisions of the Ground Lease by and between Manvel Town Center, Ltd. (Landlord) and McDonald's USA, LLC (Tenant), as evidenced by the Memorandum of Lease recorded under County Clerk's File No. 2022047629 of the Official Public Records of Brazoria County, Texas.
- ad. Interests, as they may appear, in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instruments recorded in Volume 411, Page 111; Volume 534, Page 459; Volume 1129, Page 107; Volume 1140, Page 950 and Volume 1601, Page 373 of the Deed Records of Brazoria County, Texas, and in Volume 85141, Page 576 of the Official Public Records of Brazoria County, Texas. Reference to which instruments is here made for particulars. No further search of title has been made as to the interest(s) evidenced by these instruments, and the Company makes no representation as to the ownership or holder of such interest(s).
- ae. Interests in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instruments recorded in Volume 1698, Page 399 and Volume 1755, Page 364 of the Deed Records, and in Volume 84-69, Page 730 and under County Clerk's File No. 2005051323 of the Official Public Records, all of Brazoria County, Texas. Reference to which instruments is here made for particulars. No further

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

search of title has been made as to the interest(s) evidenced by these instruments, and the Company makes no representation as to the ownership or holder of such interest(s).

- af. Any interest in any oil, gas and/or minerals, as disclosed by Mineral and/or Royalty Deed recorded in Volume 289, Page 218; Volume 309, Page 562; Volume 312, Page 207; Volume 313, Page 23 and Volume 710, Page 428 of the Deed Records of Brazoria County, Texas. (The present ownership or any other matters affecting said oil, gas and/or minerals have not been searched since the date of the instrument and are not shown herein.)
- ag. Any interest in any oil, gas and/or minerals, as disclosed by Mineral Deeds recorded under County Clerk's File Nos. 2014003193, 2022036359, as corrected by 2022059197, 2022046193, 2022059196 and 2022059198 of the Official Public Records of Brazoria County, Texas. (The present ownership or any other matters affecting said oil, gas and/or minerals have not been searched since the date of the instrument and are not shown herein.)
- ah. Oil, Gas and Mineral Lease, together with all rights incident thereto.

Lessor: Pearson Gins
Lessee: Frank W. Bennett
Dated: January 17, 1929
Recording No.: Volume 123, Page 497 of the Oil and Gas Records of Fort Bend County, Texas

Said mineral interest not traced subsequent to the date of the above-cited instrument.

- ai. Oil, Gas and Mineral Lease, together with all rights incident thereto, in favor of B. Frank Wood, Lessee, recorded in Volume 28, Page 125 of the Oil and Gas Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- aj. Oil, Gas and Mineral Lease, together with all rights incident thereto, in favor of The Salt Dome Oil Corporation, Lessee, recorded in Volume 29, Page 554 of the Oil and Gas Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- ak. Oil, Gas and Mineral Leases, together with all rights incident thereto, in favor of Howard Van Zandt, Lessee, recorded in Volume 571, Pages 176 and 179 of the Deed Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- al. Oil, Gas and Mineral Lease, together with all rights incident thereto, in favor of O. U. Rober, Lessee, recorded in Volume 715, Page 298 of the Deed Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- am. Oil, Gas and Mineral Leases, together with all rights incident thereto, in favor of Viva S. Huffman, Lessee, recorded in Volume 715, Pages 306, 358 and 360 of the Deed Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- an. Oil, Gas and Mineral Leases, together with all rights incident thereto, in favor of Enron Oil & Gas Company, Lessee, recorded in Volume 87415, Page 879; Volume 88550, Page 224 and Volume 88556, Page 617 of the Official Public Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- ao. Oil, Gas and Mineral Leases, together with all rights incident thereto, in favor of Jet Petroleum, Lessee, recorded in Volume 88531, Page 945; Volume 88534, Page 276; Volume 88539, Pages 192, 196, 200, 204, 208 and 212 and Volume 88548, Page 528, all of the Official Public Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

- ap. Oil, Gas and Mineral Lease, together with all rights incident thereto, in favor of Mobil Producing Texas & New Mexico, Inc., Lessee, recorded in Volume 88581, Page 346 of the Official Public Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- aq. Oil, Gas and Mineral Leases, together with all rights incident thereto, in favor of Aspect Resources LLC, Lessee, recorded under County Clerk's File Nos. 01-044565 and 02-009695 of the Official Public Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- ar. Oil, Gas and Mineral Lease, together with all rights incident thereto, in favor of Roger A. Soape, Inc., Lessee, recorded under County Clerk's File No. 01-051489 of the Official Public Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- as. Oil, Gas and Mineral Lease, together with all rights incident thereto, in favor of Alexander & Heath, Lessee, recorded under County Clerk's File No. 2013025547 of the Official Public Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- at. Oil, Gas and Mineral Lease, together with all rights incident thereto, in favor of Peak Iowa Colony, LLC, Lessee, recorded under County Clerk's File No. 2016004394 of the Official Public Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- au. Oil, Gas and Mineral Leases, together with all rights incident thereto, in favor of Acadian Land Services, LLC, Lessee, as evidenced by Memoranda of Oil and Gas Lease recorded under County Clerk's File Nos. 2022049395, 2023003575, 2023013070 of the Official Public Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- av. Oil, Gas and Mineral Leases, together with all rights incident thereto, in favor of Aspect Energy, LLC, Lessee, as evidenced by Memoranda of Oil and Gas Lease recorded under County Clerk's File Nos. 2004074885, 2019003993 and 2022039986 of the Official Public Records of Brazoria County, Texas. (Said mineral interest not traced subsequent to the date of the above-cited instrument.)
- aw. All terms, conditions and stipulations of the Surface Use Restrictions Agreement recorded in Volume 87466, Page 349 of the Official Public Records of Brazoria County, Texas.
- ax. All terms, conditions and stipulations of the Waivers of Surface Rights recorded under County Clerk's File Nos. 2018056228, 2018056229 and 2019048918 of the Official Public Records of Brazoria County, Texas.
- ay. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- az. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land that are not listed.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

- ba. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

SCHEDULE C

Commitment No.: 1076602300278

GF No.: ch-7660-1076602300278SL

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. The proposed transaction appears to be for four (4) Easements for the benefit of City of Manvel.

Title Company requires an Assignment of Easements be recorded conveying the Easements and rights associated therewith into the City of Manvel. A copy of the required Assignment to be provided to the Title Company for review by the Examination Staff.

Upon review and approval of said Assignment(s), the original documents must be recorded in the Real Property Records of Brazoria County, Texas before issuing Title Policy on the proposed Easement Estate.

Company reserves the right to amend this commitment upon receipt and review of required documentation.

6. Deed of Trust recorded December 31, 2019 under County Clerk's File No. 2019065158 of the Official Public Records of Brazoria County, Texas, executed by Manvel Town Center, Ltd., securing the payment of one note in the principal amount of \$31,135,500.00, bearing interest and payable as therein provided to the order of Frost Bank.

Said Deed of Trust as partially released by instrument recorded under County Clerk's File No. 2023023186, corrected by 2023024942, both of the Official Public Records of Brazoria County, Texas.

SCHEDULE C

(continued)

7. Deed of Trust recorded June 21, 2022 under County Clerk's File No. 2022037111 of the Official Public Records of Brazoria County, Texas, executed by Manvel Town Center, Ltd., securing the payment of one note in the principal amount of \$27,548,000.00, bearing interest and payable as therein provided to the order of Frost Bank.

Said Deed of Trust as affected by Subordination, Non-Disturbance and Attornment Agreement recorded under County Clerk's File No. 2022047630 of the Official Public Records of Brazoria County, Texas.

Said Deed of Trust as partially released by instrument recorded under County Clerk's File No. 2023023187, corrected by 2023024943, both of the Official Public Records of Brazoria County, Texas.

8. Intentionally Deleted

9. Intentionally Deleted

10. The Company must be furnished with a properly executed Affidavit of Debts and Liens from the owner(s).

11. If the Company is to delete the appropriate portion of the standard survey exception and provide a T-19 endorsement, the Company must be provided a survey and field notes from a Registered Public Surveyor on a form and in a manner acceptable to the Company, showing the following:

(a) the location of all improvements and showing the exact location of all building lines in relation to the property lines;

(b) easements and/or rights of way dedicated or not, that a physical inspection of the Land might disclose;

(c) all encroachments, or on the face of the survey, a statement of "No Encroachments." Any survey required in the current transaction must be submitted to the Company for review at least 24 hours prior to closing.

The Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey.

The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay additional premium for the coverage.

12. The Land lies within the boundaries of Brazoria County Drainage District #4 (Pearland) and may be subject to taxes or special assessments by reason thereof. Notice of inclusion of said Land in said district must be given and executed by purchaser and seller and filed of record.

13. The Land lies within the boundaries of Brazoria County Municipal Utility District #42 and may be subject to taxes or special assessments by reason thereof. Notice of inclusion of said Land in said district must be given and executed by purchaser and seller and filed of record.

SCHEDULE C

(continued)

14. By Quitclaim Deed dated November 18, 2019, recorded under County Clerk's File No. 2019057983 of the Official Public Records of Brazoria County, Texas, the City of Manvel, Texas conveyed the westerly portion of an abandoned 0.0596 acre tract to 72 Acres on 288, Ltd. Based upon the metes and bounds description of the 102.8 acre development tract set forth as Tract 1 herein and the plat of MANVEL TOWN CENTER SECTION ONE recorded under Brazoria County Clerk's File No. 2022042761, it appears that the said westerly portion of the 0.0596 acre abandoned roadway was included within the descriptions of Tract 1 and Tract 2 when surveyed and platted.

1) Provide acceptable documentary evidence as to whether the westerly portion of the 0.0596 acre abandoned roadway was or was not included within the metes and bounds of the 102.8 acre development tract, as well as
2) whether or not it was included within Reserve "A" of the plat of MANVEL TOWN CENTER SECTION ONE, and
3) if it was, provide information as to the disposition of the interest of 72 Acres on 288, Ltd. as to said westerly portion of the abandoned 0.0596 acre, or joinder in the current sale transaction.

Upon review of the required documentation, additional exceptions and/or requirements may be made.

15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Name: **Manvel Town Center, Ltd.**

- a) A complete copy of the limited partnership agreement and any amendments and restatements thereto.
b) Evidence that the partnership was validly formed, is in good standing and authorized to do business in its state of origin.
c) If less than all general partners are executing documents, furnish evidence of the signing partner(s) authority, unless authorized in the documents referred to above.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Name: 72 Acres on 288, Ltd.

- a) A complete copy of the limited partnership agreement and any amendments and restatements thereto.
b) Evidence that the partnership was validly formed, is in good standing and authorized to do business in its state of origin.
c) If less than all general partners are executing documents, furnish evidence of the signing partner(s) authority, unless authorized in the documents referred to above.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

17. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

SCHEDULE C

(continued)

The last Deeds and corrections of deeds found filed of record affecting the subject property were recorded under County Clerk's File Nos. 2007004251, 2007004252, 2007004253, 2007051925, 2014042989, 2016034464, 2017044722, 2017044723, 2019057982, 2019057983, 2019057984, 2019057985 and 2019057986, all of the Official Public Records of Brazoria County, Texas, wherein the grantee acquired the subject property.

18. Note –Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of \$50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of \$1000.00 for a thirty-day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

19. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:

- Confirmation prior to closing that the County Clerk of Brazoria County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
- Electronic recordation of the instruments to be insured in the Official Public Records of Brazoria County, Texas.
- Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
- Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.

SCHEDULE D

Commitment No.: 1076602300278

GF No.: ch-7660-1076602300278SL

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, **Fidelity National Title Insurance Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC, which is owned 100% by Fidelity National Financial, Inc., a publicly held company
Directors: Steven G. Day, Roger S. Jewkes, Marjorie Nemzura, Michael J. Nolan, Anthony J. Park
Officers: Michael J. Nolan (COB/President/CEO), Anthony J. Park (EVP/CFO/Treasurer), Marjorie Nemzura (VP/Corporate Secretary)
2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
FNF Charter Title Company d/b/a Charter Title Company
 - (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
Owners: FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC, which owns 100% of **FNF Charter Title Company d/b/a Charter Title Company**
 - (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
Owners: FNTS Holdings, LLC owns 100% of **FNF Charter Title Company d/b/a Charter Title Company**
 - (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.
Directors: Michael J. Nolan, Anthony John Park
Officers: Michael J. Nolan (Chief Executive Officer), Anthony John Park (Executive Vice President and Chief Financial Officer), James A. Johnson (President), Marjorie Nemzura (Secretary), John Ernst (Executive Vice President)
 - (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive. NONE.
 - (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

CJP - 4/12/2017 - April 2017 build (add coding for Charter Title-*Fort Bend* - 31) (FNF Family op) </COMMENT>

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Total	\$	0.00
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Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Percent/Amount	To Whom	For Services
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

---EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

---EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature

Date

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

WIRE FRAUD ALERT AND INSTRUCTIONS

IMPORTANT! YOUR FUNDS MAY BE AT RISK

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

Please be advised that the wire instructions listed below are the only wire instructions we will send you. This is the only form that should be used to wire funds to us in this transaction. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at: (713)871-9700.

WIRE INSTRUCTIONS

*****ACH ELECTRONIC TRANSFERS WILL NOT BE ACCEPTED AND ARE AUTOMATICALLY REJECTED*****

BANK NAME: Zions Bancorporation dba Amegy Bank
ADDRESS: 1717 West Loop South, Houston, TX 77027
ABA NO.: 113011258 **ACCOUNT NO.:** 5792631821
ACCOUNT HOLDER: Charter Title Company **REFERENCE:** 1076602300278 / , , and

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.



NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.



DO NOT FORWARD wire instructions to other parties without first verbally verifying the instructions from the sending party.



ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds. **DO NOT RELY** on other parties calling you.

Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.

DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: <http://www.fbi.gov>

Internet Crime Complaint Center: <http://www.ic3.gov>

ACKNOWLEDGEMENT OF RECEIPT

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer 1

Signature

Printed Name

Address

Date

Phone Number

Buyer 2

Signature

Printed Name

Address

Date

Phone Number

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

THE LANGUAGE SET FORTH BELOW *MUST* BE INCORPORATED INTO A COVER LETTER ATTACHED TO ALL TITLE INSURANCE COMMITMENTS.

Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one (1) of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Our company's right to access and use Title Data's title plants is governed by the Subscription Agreement(s) we have with Title Data, which restricts who can receive and/or use a title insurance commitment, which is based in whole or in part, upon Title Data's records and information. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

This Title Insurance Commitment should not be re-distributed without first confirming with the issuing agent what is permissible under the terms of their Subscription Agreement with Title Data.

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

KNOW ALL PERSONS BY THESE PRESENTS:

Brazoria County Municipal Utility District No. 42 (the "District") has constructed and installed certain improvements, structures, and facilities designed to provide water to serve areas within the District's boundaries and the boundaries of the City of Manvel, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the District pursuant to the construction contract with Wharton-Smith Inc., for the Manvel Town Center Water Plant, Phase 1, dated June 9, 2021, which facilities are located within the boundaries of the District, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the "Facilities"), which Facilities have the 2,000 ESFCs from the water well, 1,220 ESFCs from the ground storage tank, 1,250 ESFCs from the booster pumps, and 1,500 ESFCs from the hydrotanks, producing 1,220 ESFCs (the "Capacity").

The District has constructed the Facilities in strict compliance with and is conveying the Facilities to the City pursuant to the January 1, 2014, Interlocal and Development Agreement between the City, Manvel Town Center, LP, which was subsequently amended on January 20, 2018, and January 1, 2021 (the "Development Agreement"). The District hereby reserves a security interest in the Facilities to secure the performance of the City's obligations under the Development Agreement. The District reserves said security interest under Texas law. The Capacity available to the District shall not be reduced; provided, however, the City may construct additional capacity in the Facilities to serve land outside the boundaries of the District at its sole cost and expense.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Development Agreement.

IN WITNESS WHEREOF, this conveyance is executed on this 2nd day of October, 2023.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 42

By: [Signature]
Vice President, Board of Directors

ATTEST:

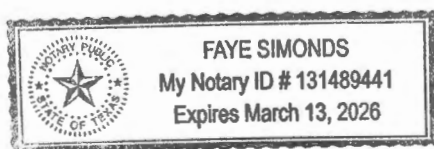
By: [Signature]
Secretary, Board of Directors



(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of October 2023, by Lon Victory Vice as President and Jeremy Lilley as Secretary of the Board of Directors of Brazoria County Municipal Utility District No. 42, a political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]
Notary Public, State of Texas

In accordance with the Development Agreement, as defined above, and the authorization by City Council of the City of Manvel, Texas (the "City") on January 1, 2014, the City hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 2024.

CITY OF MANVEL

By: _____
Dan Davis, Mayor

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____ as _____ of the City of Manvel, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: Brazoria County Municipal Utility District No. 42, Attn: Holly Huston; c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

KNOW ALL PERSONS BY THESE PRESENTS:

Brazoria County Municipal Utility District No. 42 (the "District") has constructed and installed certain improvements, structures, and facilities designed to provide wastewater treatment to serve areas within the District's boundaries and the boundaries of the City of Manvel, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the District pursuant to the construction contract with C4 Partners LLC for Manvel Town Center Wastewater Treatment Plant Phase 1, dated June 16, 2021, which facilities are located within the boundaries of the District, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the "Facilities"), which Facilities have the capacity to treat 150,000 gallons per day of sanitary sewer (the "Capacity").

The District has constructed the Facilities in strict compliance with and is conveying the Facilities to the City pursuant to the January 1, 2014, Interlocal and Development Agreement between the City, Manvel Town Center, LP, which was subsequently amended on January 20, 2018, and January 1, 2021 (the "Development Agreement"). The District hereby reserves a security interest in the Facilities to secure the performance of the City's obligations under the Development Agreement. The Capacity available to the District shall not be reduced; provided, however, the City may construct additional capacity in the Facilities to serve land outside the boundaries of the District at its sole cost and expense.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Development Agreement.

IN WITNESS WHEREOF, this conveyance is executed on this 2nd day of October, 2023.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 42

By: [Signature]
Vice President, Board of Directors

ATTEST:

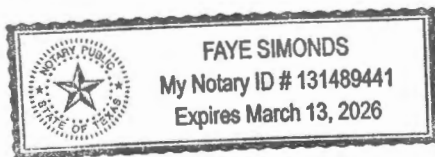
By: [Signature]
Secretary, Board of Directors



(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of October, 2023, by Lori Victory Vice as President and Jeremy Lilley as Secretary of the Board of Directors of Brazoria County Municipal Utility District No. 42, a political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]
Notary Public, State of Texas

(NOTARY SEAL)

In accordance with the Development Agreement, as defined above, and the authorization by City Council of the City of Manvel, Texas (the "City") on January 1, 2014, the City hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 2024.

CITY OF MANVEL

By: _____
Dan Davis, Mayor

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____ as _____ of the City of Manvel, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: Brazoria County Municipal Utility District No. 42, Attn: Holly Huston; c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027