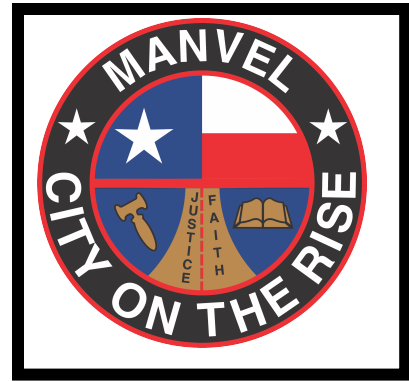


THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §

LARRY AKERY, COUNCIL PLACE 1
LORRAINE HEHN, COUNCIL PLACE 2
NICOLE TYSON, COUNCIL PLACE 3
DAN DAVIS, COUNCIL PLACE 4
JASON ALBERT, COUNCIL PLACE 5
JEROME HUDSON, COUNCIL PLACE 6

DEBRA DAVISON, MAYOR
KYLE JUNG, CITY MANAGER
TAMMY BELL, CITY SECRETARY



**NOTICE OF A CITY COUNCIL MEETING
OF THE CITY OF MANVEL
March 15, 2021**

**NOTICE IS HEREBY GIVEN
6:00 P.M. WORKSHOP – 7:00 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 City of Manvel will convene a Workshop and regular City Council meeting Via Teleconference for the purpose of discussing and, if appropriate, take action with respect to the following items:

**This meeting will be open to the public via teleconference
City Hall will be CLOSED to the public.**

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

Members of the public are entitled to participate remotely via Microsoft Teams Teleconferencing. Citizens may join the meeting (in listen mode only) by calling 210-469-0207 or Toll-Free 1-877-257-2190 and entering the Meeting **ID: 541 962 684#**

To view the agenda packet for this meeting, visit our website at www.cityofmanvel.com. A recording of the telephone meeting will be made and available to the public in accordance with the Open Meetings Act upon written request.

***Members of the public who wish to submit written comments on a listed agenda item must submit their comments via the Public Comment Request Form found on the city website www.cityofmanvel.com or by emailing tbell@cityofmanvel.com or by calling 281-489-0630 x6 for staff assistance.
***All Public Comment Requests must be received before 5:00 P.M. on March 1, 2021.

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 for further information.

Workshop Session

Presentation by Hillwood Communities on the Sowell Property

Discussion on any subject addressed on the Agenda for March 15, 2021

Regular Session

Call To Order

Inspirational Reading - Council Member Davis

Pledge

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

Citizen Comments: "Comment Card" Required

****Members of the public who wish to submit written comments on a listed agenda item must submit their comments via the Public Comment Request Form found on the city website www.cityofmanvel.com or by emailing tbell@cityofmanvel.com or by calling 281-489-0630 x4 for staff assistance.*

Presentation

Proclamation - March 2021 - Women's History Month

Proclamation - April 2021 - Fair Housing Month

Executive Session

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071: Consultation with Attorney, Texas Government Code, Section 551.072: "Deliberation Regarding Real Property" and Texas Government Code, Section 551.087: "Deliberation Regarding Economic Development Negotiations" to discuss the following:

Discuss Purchasing Real Property

Discuss Economic Development Incentives on the Sowell Tract

City Manager Update

Update on current events and city issues.

Update on the following;

*Emergency Declaration/COVID 19

Regular Agenda

1. Consideration and possible action to approve Resolution MEDC 2021-R-01;
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 2020-02 “CITY 160 ACRE MUNICIPAL COMPLEX” (“PROJECT”); APPROVING FUTURE EXPENDITURES OF NINETY PERCENT (90%) OF FUTURE MEDC SALES TAX REVENUE TO FUND THE “CITY 160 ACRE MUNICIPAL COMPLEX” PROJECT; APPROVING AN ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE MEDC AND THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.
2. Consideration and possible action to approve;
ROAD CONSTRUCTION AGREEMENT BETWEEN THE CITY OF MANVEL, TEXAS, BRAZORIA COUNTY, TEXAS, GULF COAST WATER AUTHORITY, VDB PARTNERS LTD., AND ASHTON HOUSTON RESIDENTIAL LLC.
3. Consideration and possible action to approve the Ninth Amendment to Amended and Restated Development Agreement between the City of Manvel, Texas, Sedona Lakes Municipal Utility District No. 1 of Brazoria County, and Ashton Houston Residential LLC.
4. Consideration and possible action to accept the FY 20-21 Audit.
5. Consideration and possible action to approve Resolution 2021-R-06;
A RESOLUTION BY THE CITY OF MANVEL SUSPENDING THE MAY 3, 2021 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A/ CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS - TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2020 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.
6. Consideration and possible action to approve the second and final reading of Ordinance 2021-O-06;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, PROVIDING FOR THE DISANNEXATION OF A 9.998-ACRE TRACT OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, BEING LOT 48, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS IN THE H.T.& B.R.R. CO. SURVEY SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS; DISANNEXING AND DISCONTINUING SAID PROPERTY FROM THE CORPORATE BOUNDARIES OF THE CITY; CONTAINING CERTAIN FINDINGS; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

7. Consideration and possible action to approve the second and final reading of Ordinance 2021-O-07;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, PROVIDING FOR THE DISANNEXATION OF A 14.237-ACRE TRACT OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, BEING THE RESIDUE OF LOT 50, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS IN THE H.T.& B.R.R. CO. SURVEY SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS; DISANNEXING AND DISCONTINUING SAID PROPERTY FROM THE CORPORATE BOUNDARIES OF THE CITY; CONTAINING CERTAIN FINDINGS; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.
8. Consideration and possible action to approve the second and final reading of Ordinance 2021-O-08;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, PROVIDING FOR THE DISANNEXATION OF A 10.009-ACRE TRACT OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, BEING LOT 49, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS IN THE H.T.& B.R.R. CO. SURVEY SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS; DISANNEXING AND DISCONTINUING SAID PROPERTY FROM THE CORPORATE BOUNDARIES OF THE CITY; CONTAINING CERTAIN FINDINGS; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.
9. Consideration and possible action to approve the Seventh Amendment to Development Agreement between the City of Manvel, Pomona Investment, LLC, Brazoria County Municipal Utility District 39, and Brazoria County Municipal District 40.
10. Consideration and possible action to approve Ordinance 2021-O-10;
AN ORDINANCE AMENDING ORDINANCE NO. 2020-O-09, 2020-O-11, 2020-O-13, 2020-O-18, 2020-O-19, 2020-O-20, 2020-O-24, 2020-O-35 AND ORDINANCE 2021-O-01 WHICH ADOPTED EMERGENCY MEASURES IN RESPONSE TO A LOCAL STATE OF DISASTER DECLARED DUE TO COVID-19 PANDEMIC; PROVIDING FOR THE CONTINUATION OF TEMPORARY SUSPENSION OR MODIFICATION OF CERTAIN ORDINANCES AND REGULATIONS DURING THE DECLARED LOCAL STATE OF DISASTER; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.
11. Consideration and possible action to approve a variance to the Subdivision Ordinance Chapter 62-111 (a) and (c) Additional Street Requirements for property located at 7900 Bissell Road and authorize the Mayor to execute the Development Agreement.
12. Discussion on the CARES Act Funding Program Budget.
13. Consideration and possible action to direct staff on minimum design requirements for future city facilities. (Requested by Council Member Albert) (Tabled 3/1/2021)

14. Discussion on the following as requested by Council Member Davis;
 - a. Documentation for Social Media Plan
 - b. Grant Writing Policy
 - c. Take Home Vehicle Policy
 - d. Revisions to Food Truck Ordinance
 - e. Suggested Standing Agenda Items
 - f. Chocolate Bayou Road
 - g. In Person Meetings
 - h. Budget Workshops
 - i. Financial Update

Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a City Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in sequence on the Agenda.

A. Approve the second and final reading of Ordinance 2021-O-04;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING CHAPTER 8. ANIMALS, BY ADOPTING NEW PROVISIONS GOVERNING CHAINING AND TETHERING OF DOGS, ANIMALS RUNNING AT LARGE, AND ANIMAL WASTE REMOVAL; PROVIDING A PENALTY 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 AND AN EFFECTIVE DATE. (Tabled on 2/16/2021)

B. Approve Master Plan of Rodeo Palms, an amendment to add "The Lakes Section 5" dated March 15, 2021. (Forwarded with recommendation by PD&Z)

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 City of Manvel 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 March 12, 2021 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.

On File

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

NOTICE TO THE PUBLIC OF POSSIBLE QUORUMS

A quorum of the Manvel Planning Development and Zoning Committee, and Manvel Economic Development Corporation may be in attendance via teleconference for the March 15, 2021 meeting of the Manvel City Council. If such be the case, this notice shall serve as notice of meeting pursuant to the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. There will be no official action of the Planning Development and Zoning Commission or Manvel Economic Development Corporation taken during the meeting.



Sowell – City Council Workshop

03.15.2021

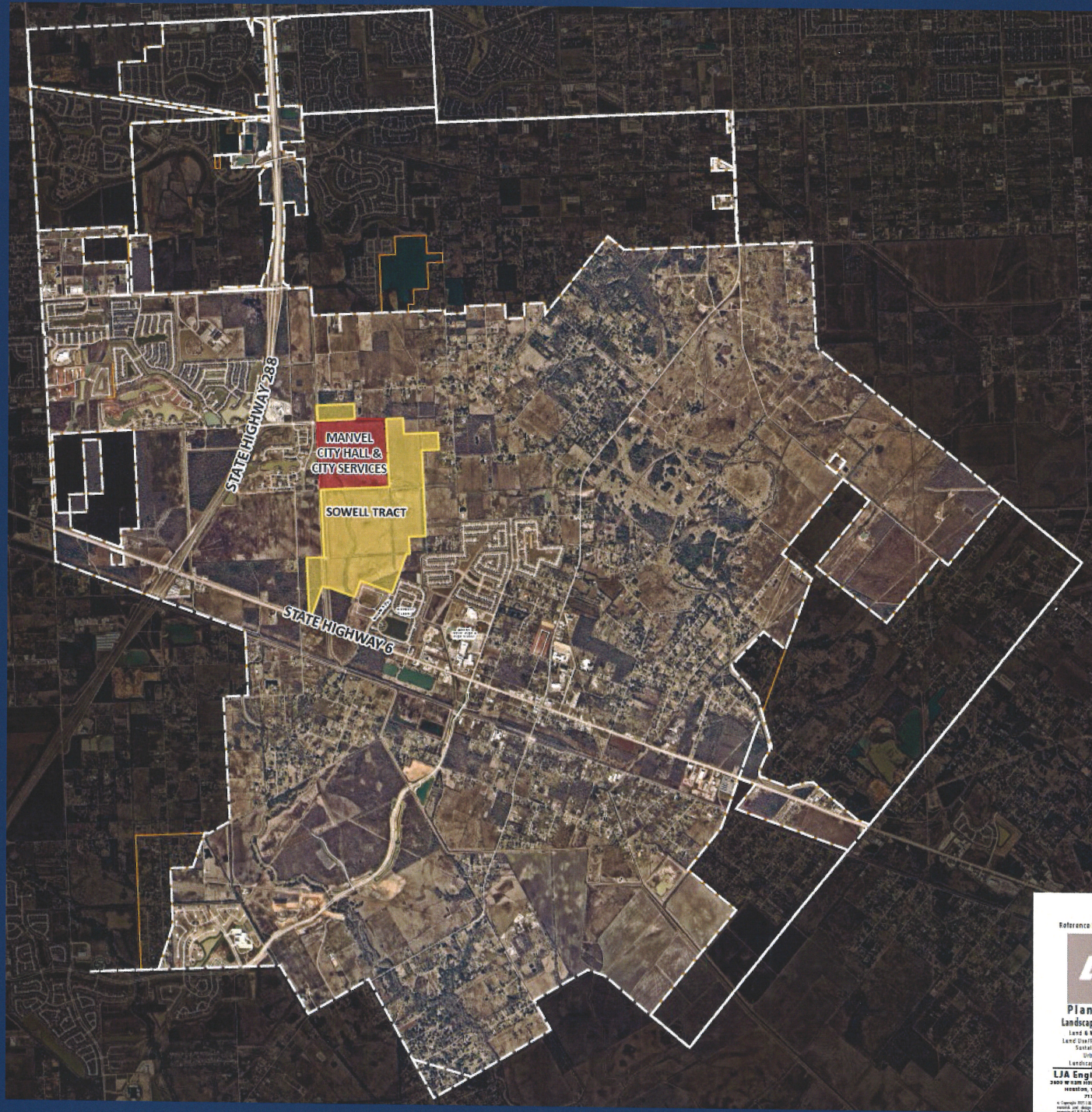
HILLWOOD
COMMUNITIES
A PEROT COMPANY®

Agenda

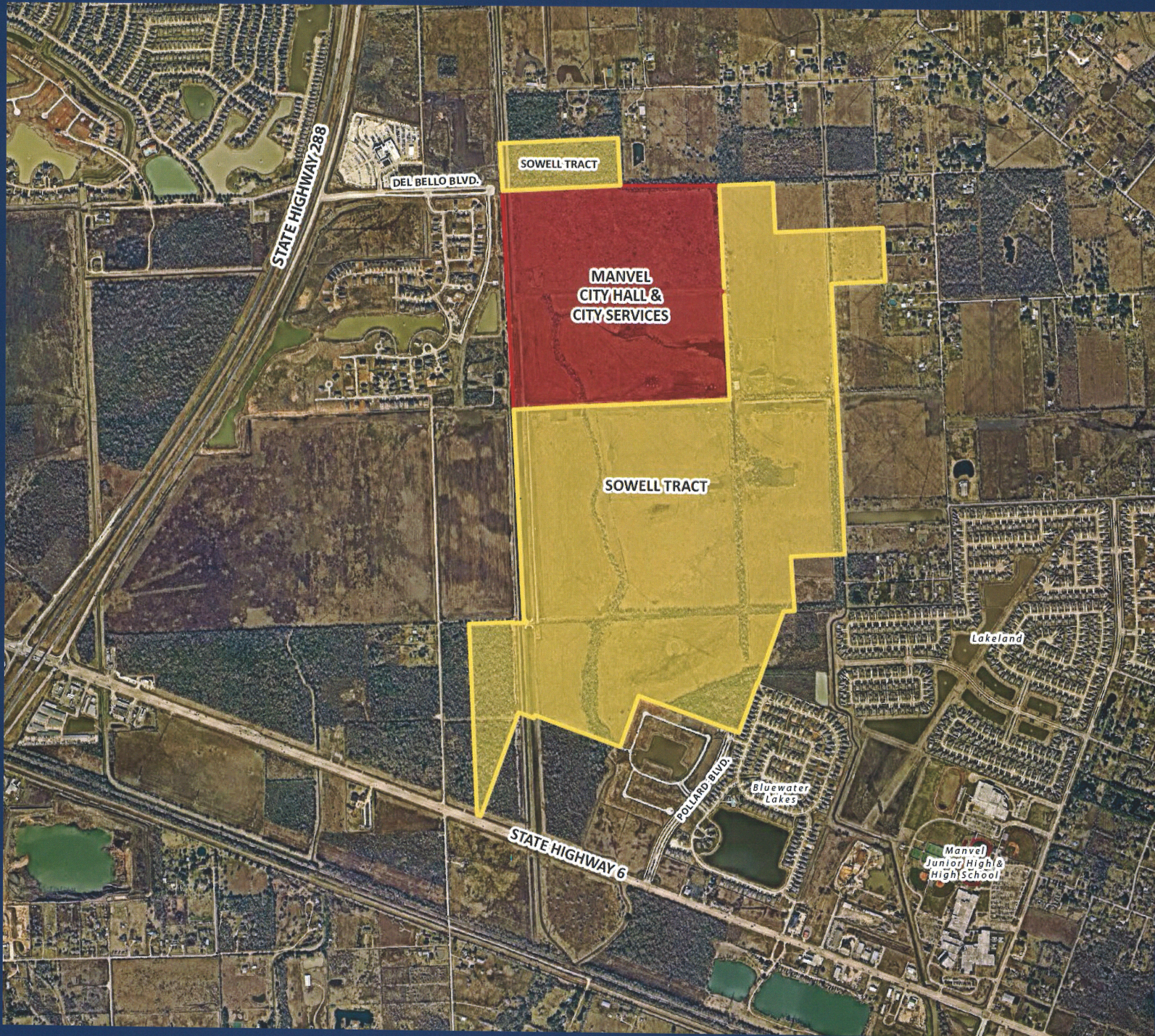
- Location
- Community Vision
 - Community features
 - Housing Product Types
- The Plan
- Trails Map
- Infrastructure
- Current entitlements
- Master Plan – City/Hillwood obligations
- Benefits to the Community
- Next Steps



City Limits Map



Location



Community - Imagery



Community - Imagery



Community - Imagery



Home Products – 50' lots (1,800 – 2,800 SF)



Home Products – 60' lots (2,400 – 3,300 SF)



Home Products – 70' lots (2,900 – 4,500 SF)



Single Family Specialty Product (1,500 – 2,800 SF)



Single Family Specialty Product (1,500 – 2,800 SF)



Single Family Specialty Product (1,500 – 2,800 SF)



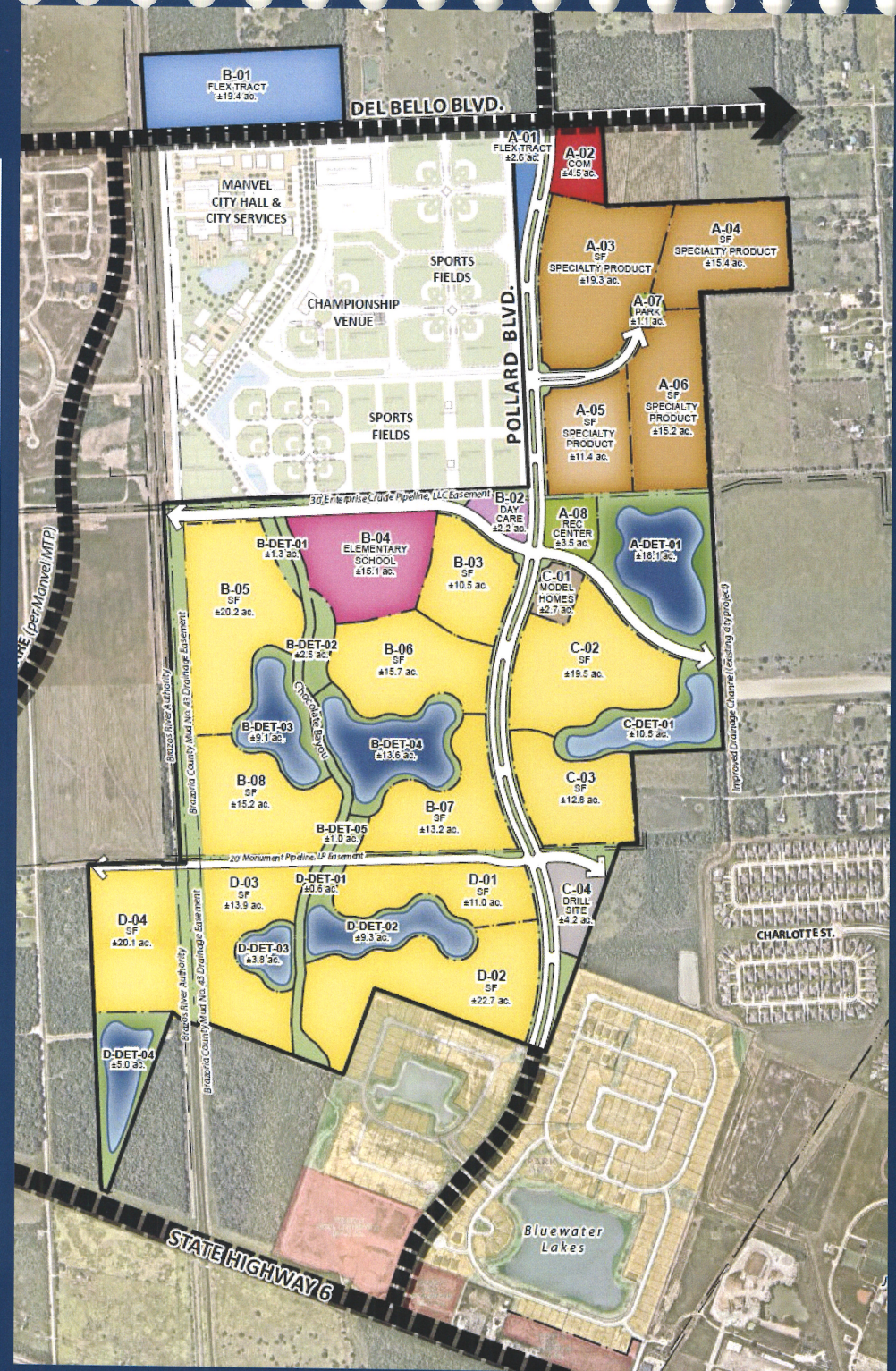
Single Family Specialty Product (1,500 – 2,800 SF)



Concept Plan

Lot Type	Minimum Typical SF Lot Dimension	Proposed	%
Single Family Detached	SFSP	366	35%
Single Family Detached	50 x 120	288	28%
Single Family Detached	60 x 120	266	26%
Single Family Detached	70 x 130	113	11%
Total		1,033	100%

Land Use	Acreage	%
Detention/Open Space/Parks	117	27%
School	15.1	3%
Commercial	6.7	2%
Roadways	35.5	8%
Single Family Lots	241.7	55%
Flex Tract	22.0	5%
Total	438	100%



Trails/Open Space/Lakes

- Trails
 - 8 Miles through the community
 - Trail connectivity
 - Pedestrian friendly
- Lakes
 - 54 acres of community lakes
 - Catch and release fishing
 - Kayaking
- Parks and Rec Center
 - State of the art recreation center
 - Dynamic playground
 - Inclusive structures for all



8' wide trail



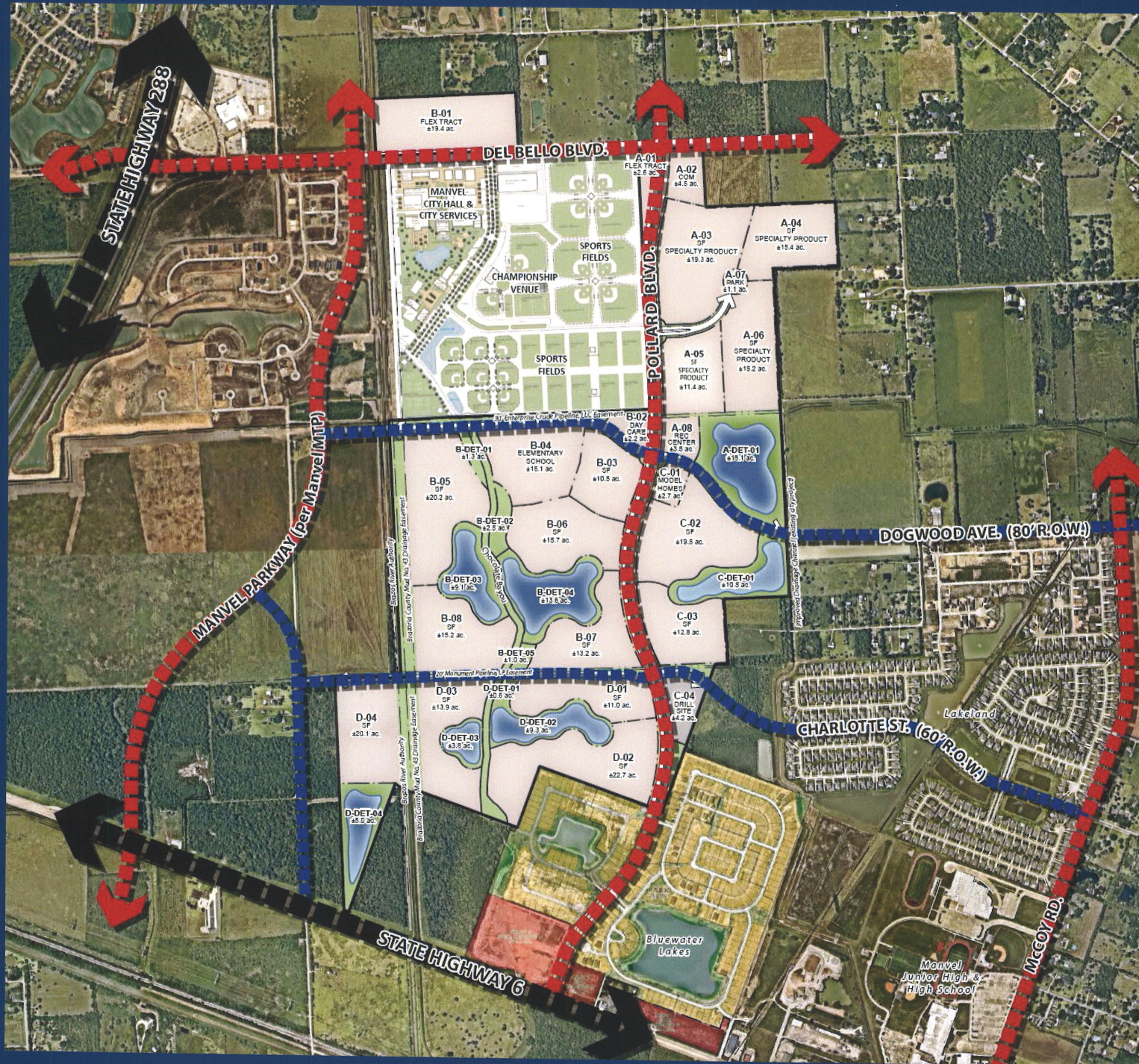
6' wide trail



Additional trails

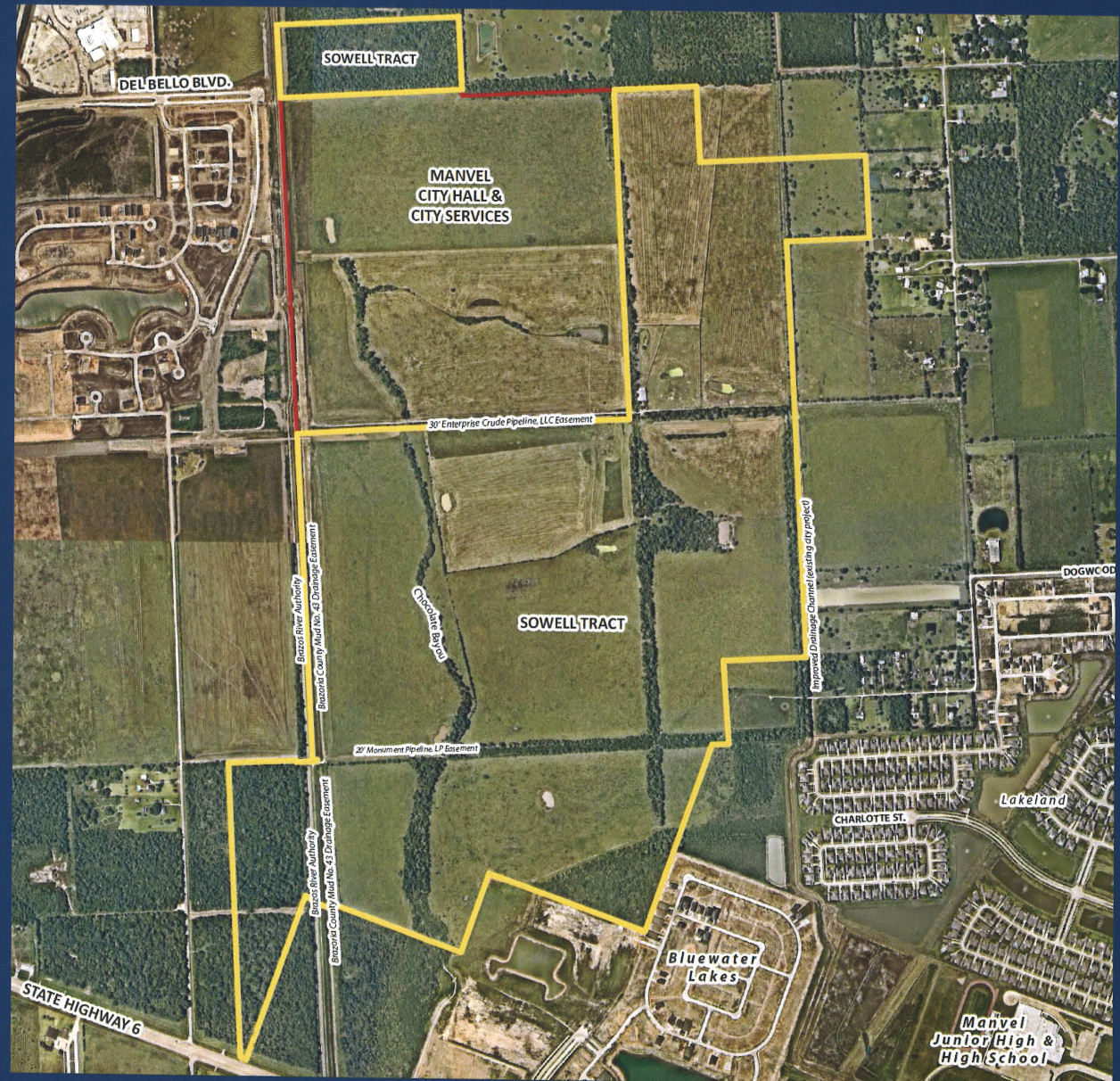


Infrastructure Map



Existing Entitlements and Conditions

- Within corporate City Limits
- Lies within Brazoria Conservation and Reclamation District #3 and Brazoria County Drainage District #4
- 380 Agreement in place
- Zoned as Open PUD
- Del Bello – 2 lane road at northern boundary
- Pollard extends from SH 6 to edge of Bluewater Lakes



City of Manvel and Hillwood Roles

City of Manvel

- Further discuss 22 acres north of the City Center
- Waive impact Fees and provide water/wastewater capacity
- Amend the 380 Agreement to \$0.35 and 25 year term in order to provide advanced funding for necessary infrastructure
- Project to receive detention capacity in the City's offsite land
- Consent to create MUD

Hillwood

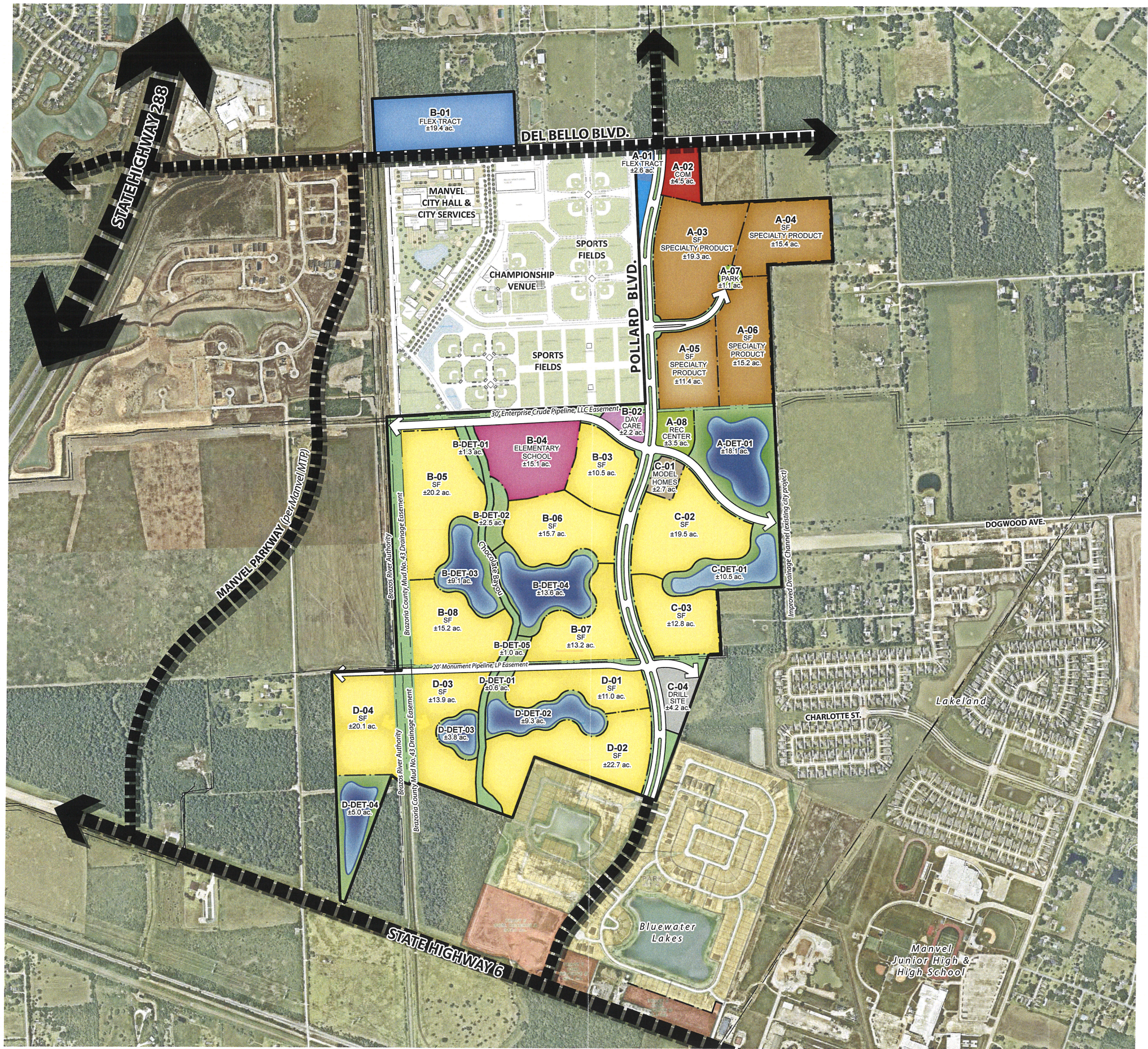
- Construct and fund City's obligation of Del Bello Blvd to Pollard
- Oversize utilities to serve the City Center
- Provide necessary detention and conveyance for City Center
- Realign Dogwood off City's property and construct (removes City obligation and allows city to reimagine land use for the bisected property)
- Construct excess trails to provide pedestrian friendly mobility and connectivity
- Phase the construction of Pollard's northbound and southbound lanes
- Construct necessary lift station
- Attract top builders to provide high design, high quality housing

Benefits to the City

- Continued partnership in Hillwood to develop master plan improvements necessary for the City Center
- Oversized water/wastewater lines to serve the City Center
- Development of major thoroughfares and collectors to improve mobility
 - Removed Dogwood from City Center site; improves city land use
- Providing nearly 110 acres (25%) of open space, lakes, and parks within community
- Detention and conveyance necessary for drainage for the City Center
- Increased Tax Base with high quality development of \$500M in value
- 8 miles of proposed trail system will be an extension of the City Center that provides connectivity and pedestrian mobility
- Adjacent overflow parking and other joint use opportunities provides community level synergies
- Onsite elementary school site; AISD is one of the fastest growing Districts
- Respects environmentally sensitive areas for preservation, education, and public use

Council/Planning, Development and Zoning - Next Steps

- Upcoming Meetings
 - 3/15 – Council Workshop #1
 - 3/22 – PD&Z meeting
 - 4/5 – Potential Council Workshop #2
 - 4/12 – PD&Z meeting
 - 4/19 – Council Approval for Development Plan
 - 4/26 – PD&Z meeting
- Agreements to be approved
 - 380 Amendment
 - MUD Consent
 - PUD approval
 - Utility Agreement
 - Coordinate Drainage Plan for overall 600 acres
- Closing – July 2021
- Lot Delivery Q4 2022



Land Use Analysis

CONSTRAINTS	±140.5 Ac.
Roadways	±35.5 Ac.
Drainage & Canal Easements	±5.4 Ac.
Detention	±69.4 Ac.
Chocolate Bayou	±7.2 Ac.
Pipeline Easements	±18.8 Ac.
Drill Site	±4.2 Ac.

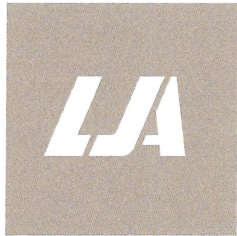
COMMUNITY ELEMENTS	±53.3 Ac.
Rec Center	±3.5 Ac.
Day Care	±2.2 Ac.
Elementary School	±15.1 Ac.
Parks	±1.1 Ac.
Landscape/Open Space	±9.4 Ac.
Flex Tracts	±22.0 Ac.

COMMERCIAL	±4.5 Ac.
Commercial	±4.5 Ac.

RESIDENTIAL	±241.7 Ac.
Model Home Park	±2.7 Ac.
Single Family Residential	±177.4 Ac.
SF Specialty Product	±61.3 Ac.

TOTAL	±440.0 Ac.
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Reference Date: 02.17.2021



**Planning &
Landscape Architecture**

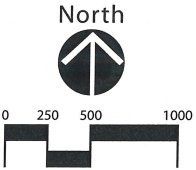
Land & Master Planning
Land Use/Feasibility Studies
Sustainable Design
Urban Design
Landscape Architecture

LJA Engineering, Inc.
2600 W Sam Houston Pkwy S, Suite 600
Houston, Texas 77042-3703
713.953.5200

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Conceptual Land Use Study for
SOWELL TRACT
±440.0 Acres of Land
Manvel, Texas



Reference Date: 02.17.2021



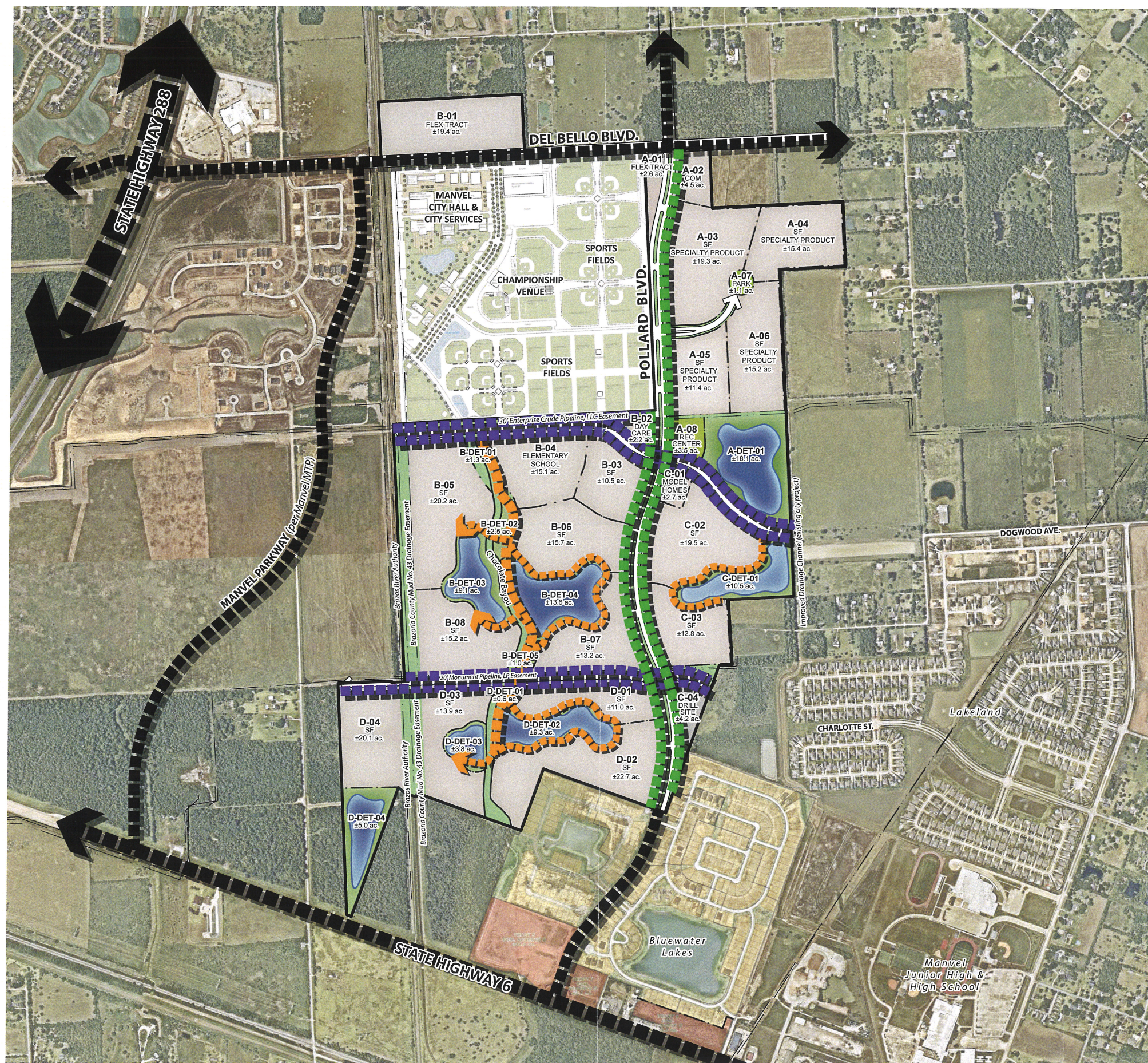
Planning & Landscape Architecture

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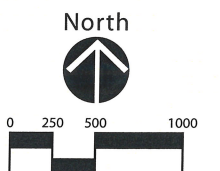
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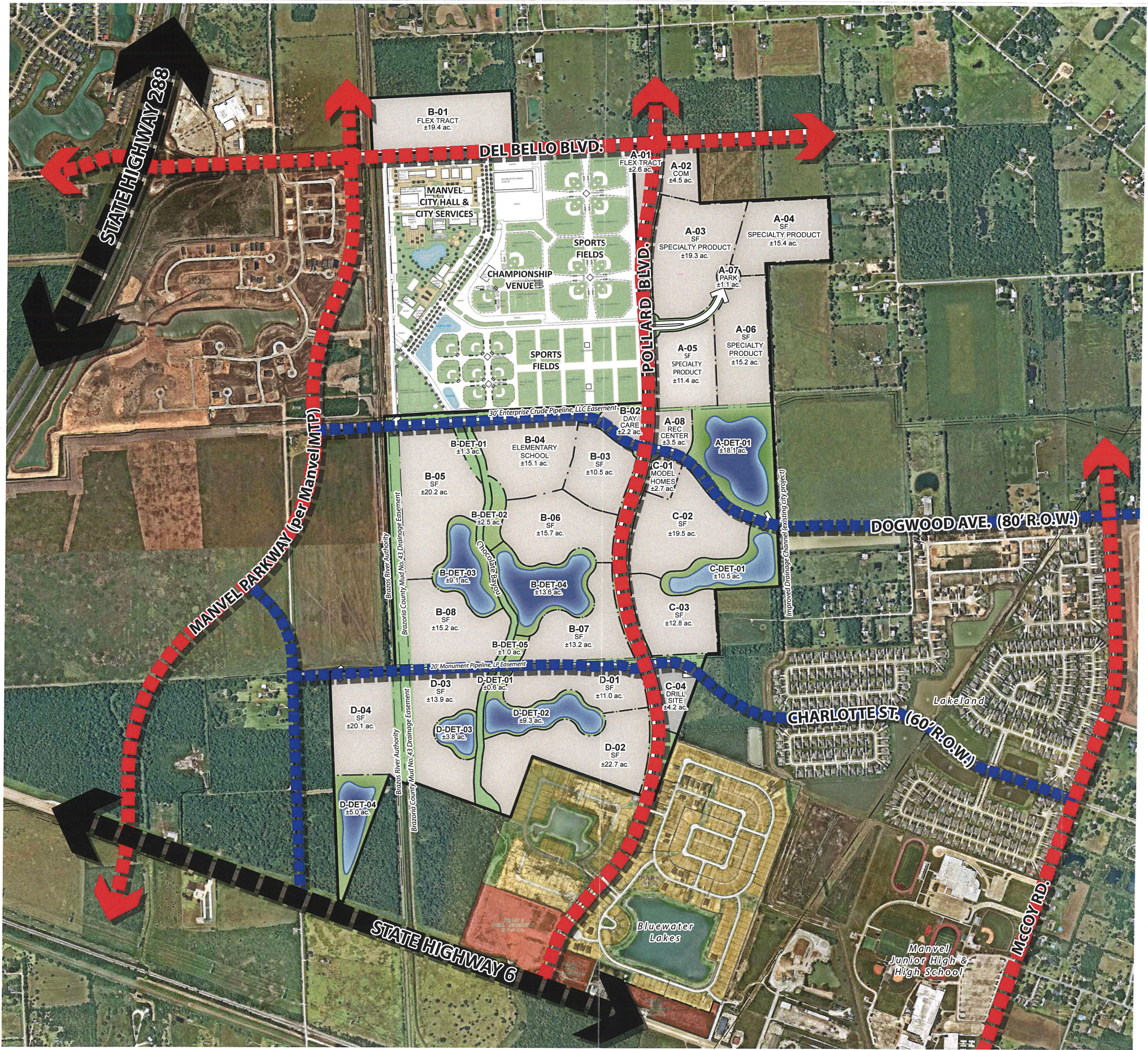
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- 8' wide trail
- 6' wide trail
- Additional trails

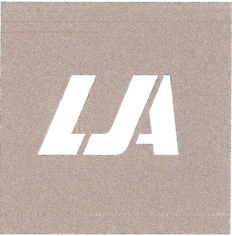
Trails Exhibit for SOWELL TRACT ±440.0 Acres of Land Manvel, Texas





- ■ ■ ■ ■ FREEWAY
- ■ ■ ■ ■ MAJOR THOROUGHFARE
- ■ ■ ■ ■ COLLECTOR ROAD

Reference Date: 02.17.2021



Planning & Landscape Architecture

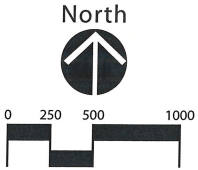
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Trails Exhibit for SOWELL TRACT ±440.0 Acres of Land Manvel, Texas





Thank You

RESOLUTION NO. MEDC 2021-R-01

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 2020-02 "CITY 160 ACRE MUNICIPAL COMPLEX" ("PROJECT"); APPROVING FUTURE EXPENDITURES OF NINETY PERCENT (90%) OF FUTURE MEDC SALES TAX REVENUE TO FUND THE "CITY 160 ACRE MUNICIPAL COMPLEX" PROJECT; APPROVING AN ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE MEDC AND THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B (now Chapter 505 of the Texas Local Government Code) (the "Act"), the City of Manvel ("CITY") created the Manvel Economic Development Corporation ("MEDC") and collects, on behalf of the MEDC, an additional sales and use tax that may be used by the MEDC to pay the costs of "projects" as defined in the Act and to pay certain maintenance and operation costs of such projects; and

WHEREAS, it is the goal of the MEDC to further economic development and to promote the development of new and expanded business enterprises within the City of Manvel; and

WHEREAS, the costs of a "project" include, among other things, administrative expenses and such other expenses as may be necessary or incident to the acquisition, construction, reconstruction, improvement, and expansion of a project; and

WHEREAS, CITY has acquired an approximately 160-acre site within its boundaries for the purposes of developing such tract as a municipal complex, including city facilities, and ballfields and appurtenances (the "Project," as more fully defined below), that will be used by the citizens of the City of Manvel, and will further draw a substantial number of visitors for tournaments and other team events; and

WHEREAS, the MEDC recognizes the Project will attract commerce to the city that otherwise would not occur, resulting in a positive economic impact through timely development and diversification of the economy, elimination of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional ad valorem, tax

revenue generated by the Project for CITY; and

WHEREAS, consistent with Article III, Section 52a of the Texas Constitution, Chapters 501-505 of the Texas Local Government Code, and other law, the MEDC is agreeable to paying CITY certain Project costs and fees, in order to advance the public purposes of developing and diversifying the economy of the state and City of Manvel, eliminating unemployment or underemployment in the state and city, and developing or expanding transportation or commerce in the state and city; and

WHEREAS, in consideration of the design, timely construction, and development of the Project, which will bring additional ad valorem and sales tax revenues to CITY and additional jobs resulting from the construction of the Project, the MEDC desires to enter into this Agreement as an economic incentive for the CITY to develop and construct the Project; and

WHEREAS, the MEDC has concluded and hereby finds that this Agreement promotes economic development in the City of Manvel and, as such, meets the requirements under Chapters 501-505 of the Texas Local Government Code and the MEDC's established economic development program, and, further, is in the best interests of the MEDC and CITY;

WHEREAS, pursuant to Texas Local Government Code §501.073, all programs and expenditures of an economic development corporation must be approved by the authorizing city council;

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

SECTION 1. The City Council of the City of Manvel, Texas, hereby approves as a project of the Manvel Economic Development Corporation, certain project number 2020-02 "City 160 Acre Project". Details of the Project expenditures are as provided in the Notice of Project (Exhibit A) and "Economic Development and Performance Agreement" between the MEDC and the City for Project 2020-02, attached as Exhibit B.

SECTION 2. During the term of this Agreement, the MEDC will contribute to the CITY ninety (90) percent of its sales tax revenues received subsequent to the execution of this

agreement ("MEDC Contribution"). The funds may be used by CITY for the purpose of implementing and maintaining the Project, specifically for the expenditure of funds as permitted by law and contained in the Notice of Project (Exhibit A) and "Economic Development and Performance Agreement" between the MEDC and the City for Project 2020-02, attached as Exhibit B. The MEDC Contribution shall be used by CITY in accordance with this Agreement and consistent with all applicable laws, to further economic development. Pursuant to Texas Local Government Code §501.073, the City Council approves said program and the expenditures.

SECTION 3. The City Council of the City of Manvel, Texas, hereby approves an "Economic Development and Performance Agreement" between the MEDC and the City for Project 2020-02, in substantially the same form as attached as Exhibit B. The City Council authorizes the City Manager to execute the Agreement.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2021.

Debra Davison, Mayor
City of Manvel, Texas

ATTEST:

Tammy Bell, City Secretary

EXHIBIT A
Notice of Project

**MANVEL ECONOMIC DEVELOPMENT CORPORATION
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING
City 160 Acre Municipal Complex Project**

Notice is hereby given that the Manvel Economic Development Corporation will hold a A TELECONFERENCE PUBLIC HEARING AT 7:00 P.M. ON WEDNESDAY, AUGUST 12, 2020 FOR THE PURPOSE OF HEARING COMMENTS FOR OR AGAINST PROPOSED PROJECT 2020-02.

The Manvel Economic Development Corporation public hearing will be accessible by telephone for the purpose of hearing comments for or against proposed project 2020-02. This meeting may be accessed by calling; 210-469-0207 or toll free 877-257-2190 and entering conference ID 751 316 331#

This meeting is to consider and if appropriate, take action with respect to the following proposed project:

1. Project 2020-02. City 160 Acre Municipal Complex

The Manvel Economic Development Corporation (the "Corporation") hereby gives notice, pursuant to the Development Corporation Act, Texas Local Government Code, Section 505.160, that the Corporation will consider, as a project of the Corporation:

(1) the expenditure of funds found by the Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (a) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements and (b) telecommunications and Internet improvements [Tex. Local Gov't Code §501.103]; and

(2) the expenditure of funds for certain land, buildings, equipment, facilities and improvements found by the Board of Directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described in this subsection [Tex. Local Gov't Code §505.152] ; and

(3) the expenditure of funds for certain land, buildings, equipment, facilities and improvements found by the Board of Directors of the Corporation to be required or suitable for the development or improvement of water supply facilities, including dams, transmission lines, well field developments, and other water supply alternatives [Tex. Local Gov't Code §505.154]: and

(4) the expenditure of funds found by the Board of Directors of the Corporation to be required or suitable for land, buildings, equipment, facilities, and improvements found by

the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs, including public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, and any improvements or facilities related to a project described herein [Tex. Local Gov't Code §505.155].

Said project is to include the annual expenditure of 90% of the MEDC sales tax revenues received, to be paid to the City of Manvel to develop and construct the City 160 Acre Municipal Complex in the City of Manvel, to further economic development ("Project 2020-02"). Said commitment of funds by MEDC may be used to fund bonds, certificates of obligation, and/or other funding mechanisms.

The City 160 Acre Municipal Complex is generally located southeast of the intersection of Del Bello Boulevard and Manvel Parkway.

Interested citizens are invited to attend via teleconference and will be given an opportunity to be heard.

For further information, please contact:

Tammy Bell, Secretary
Manvel Economic Development Corporation
Telephone: (281) 489-0630 x4

EXHIBIT B
Economic Development and Performance Agreement between the City of Manvel and the
Manvel Economic Development Corporation

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS AGREEMENT (the "Agreement") by and between the MANVEL ECONOMIC DEVELOPMENT CORPORATION, a Type B economic development corporation ("MEDC"), and the CITY OF MANVEL, TEXAS, a Texas home-rule municipality ("CITY"), is entered into as of the date of full execution by both parties hereto (the "Effective Date").

RECITALS

WHEREAS, pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B (now Chapter 505 of the Texas Local Government Code) (the "Act"), the CITY created the MEDC and collects, on behalf of the MEDC, an additional sales and use tax that may be used by the MEDC to pay the costs of "projects" as defined in the Act and to pay certain maintenance and operation costs of such projects; and

WHEREAS, it is the goal of the MEDC to promote the development of new and expanded business enterprises within the City of Manvel; and

WHEREAS, the costs of a "project" include, among other things, administrative expenses and such other expenses as may be necessary or incident to the acquisition, construction, reconstruction, improvement, and expansion of a project; and

WHEREAS, CITY has acquired an approximately 160-acre site within its boundaries for the purposes of developing such tract as a municipal complex, including city facilities, and ballfields and appurtenances (the "Project," as more fully defined below), that will be used by the citizens of the City of Manvel, and will further draw a substantial number of visitors for tournaments and other team events; and

WHEREAS, the MEDC recognizes the Project will attract commerce to the city that otherwise would not occur, resulting in a positive economic impact through timely development and diversification of the economy, elimination of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional ad valorem, tax revenue generated by the Project for CITY; and

WHEREAS, consistent with Article III, Section 52-a of the Texas Constitution, Chapters 501-505 of the Texas Local Government Code, and other law, the MEDC is agreeable to paying CITY certain Project costs and fees, in order to advance the public purposes of developing and diversifying the economy of the state and City of Manvel, eliminating unemployment or underemployment in the state and city, and developing or expanding transportation or commerce in the state and city; and

WHEREAS, in consideration of the design, timely construction, and development of the Project, which will bring additional ad valorem and sales tax revenues to CITY and additional

jobs resulting from the construction of the Project, the MEDC desires to enter into this Agreement as an economic incentive for the CITY to develop and construct the Project; and

WHEREAS, the MEDC has concluded and hereby finds that this Agreement promotes economic development in the City of Manvel and, as such, meets the requirements under Chapters 501-505 of the Texas Local Government Code and the MEDC's established economic development program, and, further, is in the best interests of the MEDC and CITY; and

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the MEDC and CITY hereby agree as follows:

ARTICLE I.

GENERAL TERMS

1.01 **Incorporation of Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.

1.02 **Definitions.** Capitalized terms used herein shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words "shall" and "will" are mandatory, and the word "may" is permissive.

Bonds shall mean the bonds, notes and other obligations of the City sold to finance Improvements required in connection with the Project, and bonds used to refund such bonds.

Improvements is defined in Section 2.02, below.

Parties or *Party* shall mean the City and the MEDC.

Project shall mean the project described in Section 2.01.

Project Site shall mean the approximately 160-acre tract of land described in **Exhibit A**.

Improvement Costs shall mean the costs of Improvements, being (a) the actual costs of permitting, designing, engineering, testing, materials, labor, construction, and all inspection fees arising in connection with the Improvements; (b) that portion of the costs of issuance associated with the sale of Bonds, including but not limited to, capitalized interest, and that portion of the debt service requirements for any bonds sold by the City attributable to the Improvements.

1.03 **General.** Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE II.

PROJECT

2.01 Description of the Project. CITY has acquired an approximately 160-acre site within its boundaries for the purposes of developing such tract as a municipal complex. The Project site is generally located southeast of the intersection of Del Bello Boulevard and Manvel Parkway (see Exhibit A).

2.02 The Improvements. The complex is intended to include city facilities, as well as ballfields and appurtenances that will be used by the citizens of the City of Manvel, and will further draw a substantial number of visitors for tournaments and other team events. City facilities and infrastructure shall be located within the Project Site, and it shall consist of athletic fields and facilities as well as related infrastructure and facilities, including irrigation, water, wastewater and drainage improvements and capacity, roadways, landscaping, lighting and security structures. The Project scope may be revised from time to time as may be approved by the City Council of the City of Manvel.

The Project requires certain improvements, infrastructure, and capital projects to be designed and constructed, which shall be designed and constructed by CITY as needed. The parties intend that the large cost of said improvements, infrastructure and capital projects, and, to the extent permitted by law, the operations and maintenance and other related qualifying costs, may be paid for in whole or in part by funding provided by MEDC. Additionally, the parties intend that CITY may pledge any or all of the MEDC contribution towards Bond obligations in connection with the Project.

ARTICLE III.

REPRESENTATIONS

3.01 Representations of the MEDC. The MEDC hereby represents to CITY that as the date hereof:

a. MEDC is a duly created and existing Type B economic development corporation created under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

b. MEDC has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the MEDC under any agreement or instrument to which the MEDC is a party or by which the MEDC or its assets may be bound or affected.

c. The expenditures of this Agreement have been duly approved by the City Council.

3.02 Representations of the City. The City hereby represents to the MEDC that as of the date hereof:

a. The CITY has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to CITY, and (ii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of CITY under any agreement or instrument to which CITY is a party or by which CITY or its assets may be bound or affected.

b. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of CITY, enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by law.

ARTICLE IV.

CITY COMMITMENTS

4.01 Expenditures for Design, Construction and Maintenance of the Project. In consideration for the contributions of the MEDC under this Agreement, the CITY agrees to design, develop and construct the Complex, along with all facilities and related infrastructure. The CITY agrees to spend all funding provided by MEDC (the "MEDC Contribution") for permissible expenditures of the Project, as allowed by state law and as contained in the Notice of Project (**Exhibit B**).

The Project shall be designed and constructed by the CITY in accordance with applicable legal and regulatory requirements, and shall be thereafter operated and maintained by or on behalf of CITY in a manner that will accomplish the economic development purposes of the MEDC.

ARTICLE V.

MEDC COMMITMENTS

5.01 Financial contribution. During the term of this Agreement, the MEDC will contribute to the CITY ninety (90) percent of its sales tax revenues received subsequent to the execution of this agreement ("MEDC Contribution"). The funds may be used by CITY for the purpose of implementing and maintaining the Project, specifically for the expenditure of funds as permitted by law and contained in the Notice of Project (**Exhibit B**). The MEDC Contribution shall be used by CITY in accordance with this Agreement and consistent with all applicable laws.

5.02 Payments unconditional. The CITY may pledge the MEDC Contribution in payment of its Bonds to the extent allowed by law. The obligation of the MEDC to make payments with respect to Bond debt service payments shall be absolute and unconditional, and the MEDC will not suspend or discontinue any such payments while any Bonds remain outstanding, even if the Agreement is terminated early as provided by section 8.09.

ARTICLE VI

FINANCING

6.01 Bonds. The CITY may issue Bonds in accordance with CITY law as it deems necessary to carry out the Project. The City may combine financing of the Improvements with other CITY works and improvements for convenience or efficiency; provided that CITY shall calculate the portion of the debt service on debt to allocate the proper percentage thereof to the Bonds used to finance the expenditures permissible under state law and contained in the Notice of Project.

6.02 Remaining MEDC Contribution. Because the MEDC Contribution consists of income from sales and use taxes, and such revenues vary from time to time, the CITY may not be able to size its Bond issuances to encompass the entirety of the MEDC Contribution within Bond debt service and expenses. Therefore, any portion of the MEDC Contribution that is not used or needed for debt service or related Bond expenses, shall be used to pay qualifying Project expenditures not otherwise paid by Bond proceeds, and for the repair, operation and maintenance of the Project as permitted by law.

ARTICLE VII.

DEFAULT AND REMEDY

7.01 Payment Default. The MEDC agrees that its failure to pay the CITY, is an event of default (a "Payment Default") and that the City shall be entitled to any and all of the remedies available in this Article or otherwise at law or equity.

7.02 General Events of Default. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

Before any failure of any party to perform its obligations under this Agreement, except a Payment Default, shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement, except a Payment Default, may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice.

Upon a breach of this Agreement, the non-defaulting party may terminate this agreement or may, in any court of competent jurisdiction, bring an action or proceeding at law or in equity, to the extent permitted by law, to secure the specific performance of the covenants and agreements herein contained, including mandamus as provided by Texas Local Gov't Code §501.157, or may be awarded damages for failure of performance, or both.

Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be

deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (except for a Payment Default) is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes] labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

7.03 Repayment. MEDC shall be entitled to reasonable proof of expenditure of the MEDC Contribution funds by CITY. Consistent with Texas Local Gov't Code § 501.158(b)(2), if CITY does not fulfil its commitments hereunder, MEDC shall be entitled to reimbursement of its payments made to CITY, within 120 days of demand. If CITY has partially performed, then repayment shall be on a pro-rate share basis.

ARTICLE VIII.

GENERAL PROVISIONS

8.01 Time of the essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation, including, without limitation, subject to the CITY's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the CITY's timely procurement of all entitlements required for the Project.

8.02 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party at the following addresses:

If to the CITY:	City of Manvel 20025 Morris Avenue (SH 6) Manvel, TX 77578 Attention: City Manager
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If to MEDC:	MEDC Attn: President, Board of Directors 20025 Morris Ave (SH 6) Manvel, Texas 77578
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Notice shall be deemed to have been received on the date such notice is personally delivered or three days from the date such notice is mailed or sent by rapid transmission. Either party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the City or the MEDC, as the case may be.

8.03 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by CITY and MEDC. No course of dealing on the part of CITY or MEDC nor any failure or delay by CITY or MEDC with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

8.04 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

8.05 Successors and assigns. CITY may assign or pledge, without further MEDC consent, all or part of its rights (including the right to receive payments), duties and obligations under this Agreement to any underwriter or lender with respect to the Project.

8.06 Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

8.07 Applicable law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the State Courts of BRAZORIA County, Texas or the United States District Court for the Southern District of Texas.

8.08 Entire agreement. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

8.09 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue for 99 years. The Agreement may be sooner terminated by either party providing the other party notice, in writing, of its desire to terminate the Agreement at an earlier date, which shall be at least one year in advance. If there are existing bonds or obligations for which the debt service is funded by the MEDC Contribution, the MEDC Contribution shall continue until said indebtedness is paid off. This obligation shall survive any early termination of this Agreement.

8.10 Approval by the parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably withheld or delayed.

8.11 Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

8.12 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

8.13 Interpretation. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

8.14 Powers. The MEDC hereby represents and warrants to CITY that the MEDC has full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary MEDC proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the MEDC, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

8.15 Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

8.16 Waiver of Sovereign or Governmental Immunity. The parties hereby agree that the provisions of this Agreement relating to the construction and reimbursement of Improvements constitute an agreement for providing goods or services to the CITY and the MEDC, which is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code and any successor statute(s). In accordance with Sections 271.152 and 271.153 of the Texas Local Government Code, and only to the extent limited by the provisions of this Section of the Agreement, the parties hereby waive any constitutional, statutory or common law right to sovereign or governmental immunity from liability or suit and expressly consents to be sued and liable as described herein.

8.17 Undocumented Worker Prohibited. CITY covenants and agrees that it does not and will not knowingly employ an undocumented worker on this project in contravention of 8

U.S.C. Section 1324a(f) or other law. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized by law to be employed in that manner in the United States.

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the CITY and the MEDC effective as of the date first above written.

MEDC:

CITY OF MANVEL, TEXAS:

Chad Bell, President

Debra Davison, Mayor

Date: _____

Date: _____

ATTEST/SEAL:

ATTEST/SEAL:

MEDC Secretary

Tammy Bell, City Secretary

EXHIBIT A

THE PROJECT LOCATION

EXHIBIT B

NOTICE OF PROJECT

**MANVEL ECONOMIC DEVELOPMENT CORPORATION
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING
City 160 Acre Municipal Complex Project**

Notice is hereby given that the Manvel Economic Development Corporation will hold a A TELECONFERENCE PUBLIC HEARING AT 7:00 P.M. ON WEDNESDAY, AUGUST 12, 2020 FOR THE PURPOSE OF HEARING COMMENTS FOR OR AGAINST PROPOSED PROJECT 2020-02.

The Manvel Economic Development Corporation public hearing will be accessible by telephone for the purpose of hearing comments for or against proposed project 2020-02. This meeting may be accessed by calling; 210-469-0207 or toll free 877-257-2190 and entering conference ID 751 316 331#

This meeting is to consider and if appropriate, take action with respect to the following proposed project:

1. Project 2020-02. City 160 Acre Municipal Complex

The Manvel Economic Development Corporation (the "Corporation") hereby gives notice, pursuant to the Development Corporation Act, Texas Local Government Code, Section 505.160, that the Corporation will consider, as a project of the Corporation:

(1) the expenditure of funds found by the Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (a) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements and (b) telecommunications and Internet improvements [Tex. Local Gov't Code §501.103]; and

(2) the expenditure of funds for certain land, buildings, equipment, facilities and improvements found by the Board of Directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described in this subsection [Tex. Local Gov't Code §505.152] ; and

(3) the expenditure of funds for certain land, buildings, equipment, facilities and improvements found by the Board of Directors of the Corporation to be required or suitable for the development or improvement of water supply facilities, including dams, transmission lines, well field developments, and other water supply alternatives [Tex. Local Gov't Code §505.154]; and

(4) the expenditure of funds found by the Board of Directors of the Corporation to be required or suitable for land, buildings, equipment, facilities, and improvements found by

the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs, including public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, and any improvements or facilities related to a project described herein [Tex. Local Gov't Code §505.155].

Said project is to include the annual expenditure of 90% of the MEDC sales tax revenues received, to be paid to the City of Manvel to develop and construct the City 160 Acre Municipal Complex in the City of Manvel, to further economic development ("Project 2020-02"). Said commitment of funds by MEDC may be used to fund bonds, certificates of obligation, and/or other funding mechanisms.

The City 160 Acre Municipal Complex is generally located southeast of the intersection of Del Bello Boulevard and Manvel Parkway.

Interested citizens are invited to attend via teleconference and will be given an opportunity to be heard.

For further information, please contact:

Tammy Bell, Secretary
Manvel Economic Development Corporation
Telephone: (281) 489-0630 x4

**ROAD CONSTRUCTION AGREEMENT BETWEEN
THE CITY OF MANVEL, TEXAS, BRAZORIA COUNTY, TEXAS,
GULF COAST WATER AUTHORITY, VDB PARTNERS LTD., AND
ASHTON HOUSTON RESIDENTIAL LLC**

This Road Construction Agreement (this “*Agreement*”) is effective as of _____, 2021 (“*Effective Date*”), by and between the CITY OF MANVEL, TEXAS, a Texas home-rule city (the “*City*”), BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas (the “*County*”), GULF COAST WATER AUTHORITY, a conservation and reclamation district (“*GCWA*”), VDB PARTNERS LTD., a Texas limited partnership (“*VDB*”), and ASHTON HOUSTON RESIDENTIAL LLC, a Texas limited liability company (“*Ashton*,” together with the City, the County, VDB, and GCWA, “*Parties*,” and each a “*Party*”).

RECITALS

WHEREAS, Ashton owns 132.908 acres, as described in **Exhibit A** attached hereto (“*Ashton Tract*”), located in the County and within the extraterritorial jurisdiction of the City;

WHEREAS, VDB owns 79.905 acres, as described in **Exhibit B** attached hereto (“*VDB Tract*”), located in the County and within the city limits of the City;

WHEREAS, the parties wish to provide for the design, financing, and construction of (i) a portion of Manvel Parkway south of County Road 58, (ii) a portion of County Road 94 north of County Road 58, (iii) relocation of County Road 58 east of County Road 94, and (iv) the intersection of County Road 58 and Manvel Parkway/County Road 94, each of (i) – (iv) as more specifically set forth in this Agreement;

WHEREAS, (i) County Road 58 west of its intersection with Manvel Parkway/County Road 94, and (ii) a portion of County Road 94 north of County Road 58, will be designed, financed, and constructed pursuant to the terms of that certain Developers Agreement, Transportation Improvements Project, Expansion of County Roads 58 and 94, between the County, WSLD SEDONA LAKES VI, L.P., and Sedona Lakes Municipal Utility District No. 1, dated July 26, 2016 (“*2016 Agreement*”) and attached hereto as **Exhibit 5**.

WHEREAS, crossing of the existing canal (“*GCWA Canal*”) by Manvel Parkway (South) and the intersection of Manvel Parkway and County Road 58 is addressed in that certain Memorandum of Understanding dated June 4, 2020, between GCWA and VDB, attached hereto as **Exhibit 6** (“*GCWA MOU*”).

WHEREAS the 2016 Agreement, GCWA MOU, and this Agreement encompass the full arrangement and allocation of rights, obligations, and responsibilities with respect to design, financing, and construction of portions of Manvel Parkway south of County Road 58, County Road 94 north of County Road 58, County Road 58 east and west of County Road 94/Manvel Parkway, and the intersection of Manvel Parkway/County Road 94.

WHEREAS, the City agrees that the provisions of this Agreement substantially advance legitimate interests of the City;

WHEREAS, the County agrees that the provisions of this Agreement, and the goods and services to be provided to the County by VDB and Ashton hereunder, substantially advance legitimate interests of the County; and

WHEREAS, GCWA agrees that the provisions of this Agreement, and the goods and services to be provided to the GCWA by VDB, Ashton, and the City hereunder, substantially advance legitimate interests of the GCWA;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree as follows:

ARTICLE 1

REGIONAL IMPROVEMENTS

1.1. Regional Improvements

- (A) *Manvel Parkway South of County Road 58.* Manvel Parkway will be constructed (“*Manvel Parkway (South) Project*”) from County Road 58 to the southern boundary line of the VDB Tract (“*Manvel Parkway (South)*”), along the alignment shown in **Exhibit C** and **Exhibit 1** attached hereto (collectively, “*Manvel Parkway Road Alignment*”). Manvel Parkway (South) will be designed and constructed as a Type P1 roadway, as defined in the City’s Master Thoroughfare Plan. The Manvel Parkway (South) Project includes the GCWA Canal Crossing defined below.
- (B) *County Road 58 Relocation.* County Road 58 will be relocated to the alignment shown in **Exhibit C** and **Exhibit 3** attached hereto (“*County Road 58 Relocation Alignment*”) and will be constructed with a four-lane boulevard cross section. A portion of existing County Road 58 will be abandoned and released for development and a portion of existing County Road 58 will remain to provide access to existing structures and will tie into new County Road 58 as shown on **Exhibit 3**.
- (C) *County Road 94 Extension.* County Road 94 will be constructed as a four-lane boulevard from its current terminus south of Mustang Bayou to County Road 58 as shown in **Exhibit C**.
- (D) *Manvel Parkway/County Road 58 Intersection.* The intersection of County Road 58 and Manvel Parkway/County Road 94 at ultimate buildout is shown in **Exhibit 4**. All phases of the various road projects described herein will be consistent with that ultimate configuration.
- (E) *GCWA Canal Crossing.* Crossing of the GCWA Canal by Manvel Parkway (South) and the Manvel Parkway/County Road 58 Intersection shall comply with the Manvel Parkway Road Alignment and has been addressed by GCWA and VDB in the GCWA MOU.

- (F) The regional improvements described in this Section will be constructed in phases as further described below. The phases described below satisfy the phasing schedule requirement included in Section 62-39 of the City Code of Ordinances.
- (G) All regional improvements described in this Section will be constructed in accordance with all City or County criteria, as applicable, in effect at the time of the execution of the permit application.

1.2. Ashton's Rights and Obligations

- (A) *Manvel Parkway ROW Dedication.* Ashton shall dedicate to the County any road right-of-way necessary for the Manvel Parkway Road Alignment located on the Ashton Tract. Ashton shall execute all documents necessary to make this dedication within 90 days of the execution of this Agreement.
- (B) *County Road 58 ROW Dedication.* Ashton shall dedicate to the County the full 120-feet of road right-of-way required for the complete relocation of County Road 58 with the plat for lot development of its Phase I ("*Phase I*") as shown on **Exhibit C**.
- (C) *Construction of the County Road 58 Relocation.*
 - a. *Design of Manvel Parkway/County Road 58 Intersection.* Ashton shall design the ultimate configuration of the Manvel Parkway/County Road 58 Intersection ("*Intersection Design*"), with Ashton's design of the Phase 1 improvements. The Intersection Design shall require City and County approval.
 - b. During Ashton's construction of lots for Phase I, Ashton shall design, finance, and construct the northern two lanes of the cross section and drainage facilities for that portion of the County Road 58 Relocation shown in red on **Exhibit 1**.
 - c. During Ashton's construction of lots for Phase II as shown on **Exhibit C**, Ashton shall (i) design, finance, and construct the northern two lanes of the cross section and drainage facilities for that portion of the County Road 58 Relocation shown in purple on **Exhibit 2**, (ii) a 30-foot 2-lane road in a 60' right-of-way connecting existing County Road 58 along the southern border of the Ashton Tract to the newly-relocated County Road 58, and (iii) provide water and sewer stub-outs to the 1.54-acre Emergency Services Tract. Drainage requirements for the Emergency Services Tract will be included in the overall Ashton Tract drainage plan at no cost to the City, all as shown on **Exhibit C**.
 - d. During Ashton's construction of lots for Phase III as shown on **Exhibit C**, Ashton shall design, finance, and construct the southern two lanes of the cross section and drainage facilities for the portion of County Road 58 Relocation shown in blue on **Exhibit 3**.

- e. Ashton shall complete the design, financing, and construction of Ashton's portion of the County Road 58 Relocation no later than April 2, 2029. Except as provided herein, Ashton shall have no further obligation for the development of the County Road 58 Relocation.
 - f. Ashton shall dedicate and transfer the 1.54-acre Emergency Services Tract to the City at the earlier of (i) the plat for lot development of its Phase II, or (ii) December 31, 2023.
- (D) *County Road 94 ROW Dedication.* Ashton shall dedicate any road right-of-way required for the County Road 94 Alignment located on the Ashton Tract within 90 days of the execution of this Agreement.
- (E) *County Road 94 Extension.* Ashton shall design, finance, and construct the eastern 2 lanes of the County Road 94 Extension up to (but not across) Mustang Bayou, during the development of Ashton's Phase III lots as shown in **Exhibit C** and **Exhibit 3**. Ashton shall dedicate to the County the right-of-way owned by Ashton and required for Ashton's portion of the County Road 94 Extension with the plat for lot development of its Phase II. Upon completion of Ashton's portion of the County Road 94 Extension as provided in this Section 1.2(E), which only includes the eastern two lanes along Ashton's property and does not include a bridge over Mustang Bayou, Ashton shall have no further obligation for the development of the County Road 94 Extension.
- (F) *Development of Phase I lots.* Ashton may plat and begin development of the Phase I lots upon execution of this Agreement by all Parties and approval of an amendment to the Master Plat/Sedona Lakes Development Agreement. Ashton's only off-site road construction obligation necessary for its Phase I lot development is the Phase I construction of County Road 58 as described in subsection 1.2 (C)b. above.

1.3. VDB's Rights and Obligations

- (A) *Manvel Parkway (South) ROW Dedication.* VDB shall dedicate to the City any road right-of-way necessary for the Manvel Parkway Road Alignment located on or adjacent to the VDB Tract from County Road 58 to the Manvel Parkway right-of-way located at the northern edge of the Del Bello Lakes development. VDB shall execute all documents necessary to make this dedication within 90 days of execution of this Agreement.
- (B) *Manvel Parkway (South) Construction.* VDB shall design, finance, and construct, pursuant to the Manvel Parkway Road Alignment, and, as and when required, under the City's Development regulations, but not later than April 2, 2025, the four lanes of the cross section in the City's Thoroughfare Plan and drainage facilities for Manvel Parkway (South) from County Road 58 to the Manvel Parkway right-of-

way located at the northern edge of the Del Bello Lakes development, pursuant to the Manvel Parkway Road Alignment, as illustrated on **Exhibit C**. VDB may design, finance, and construct this portion of Manvel Parkway (South) in two phases, as shown on **Exhibit C**.

- (C) *GCWA Canal Crossing*. Manvel Parkway (South) and the Manvel Parkway/County Road 58 Intersection shall cross the GCWA Canal pursuant to the Manvel Parkway Road Alignment and the terms of the GCWA MOU.
- (D) *County Road 58 ROW Dedication*. VDB shall dedicate any road right-of-way necessary for the County Road 58 Relocation Alignment located on or adjacent to the VDB Tract. VDB shall execute all documents necessary to make this dedication within 90 days of execution of this Agreement.
- (E) *County Road 58 Relocation and County Road 94 Extension*. VDB shall pay for one-half (1/2) of the costs of Ashton's portion of the County Road 58 Relocation, as described in Section 1.2(C), including Intersection Design, and one-half (1/2) of the costs of Ashton's portion of the County Road 94 Extension, as described in Section 1.2(E).

1.4. County's Rights and Obligations

- (A) *Approval of Road Alignments*. The County shall approve the roadway alignments, cross sections, and preliminary design as described and depicted in this Agreement.
- (B) *County Road 94 Extension*. The County shall acquire any right-of-way not owned by Ashton and required for Ashton's portion of the County Road 94 Extension.
- (C) *Abandonment of ROW*. The County agrees to abandon the portion of current County Road 58 along the western boundary of the Ashton Tract, upon completion of the relocation of County Road 58, pursuant to the County Road 58 Relocation Alignment illustrated in **Exhibit 2**.
- (D) *Plan approval*. The County shall promptly approve all plans and specifications for the road improvements described herein that are consistent with this Agreement and County standards.
- (E) *2016 Agreement*. The County shall comply with and take all commercially reasonable action to enforce the terms of the 2016 Agreement to ensure the construction of the road improvements within the time periods required therein.

1.5. City's Rights and Obligations

- (A) *Approval of Road Alignments*. The City approves the Manvel Parkway Road Alignment and the County Road 58 Relocation Alignment shown in **Exhibit C** and **Exhibits 1 through 4**.

- (B) *Approval of Phasing Plan.* The City approves the phasing plan for the Ashton Tract as shown in **Exhibit C** and **Exhibits 1 through 3**. The phases described below satisfy the street phasing schedule requirement included in Section 62-39 of the City Code of Ordinances.
- (C) *Plan approval.* The City shall promptly approve all layout and phasing in the plans and specifications for the road improvements described herein that are consistent with this Agreement.
- (D) *Creation of District.* The City will work with VDB on the creation of a municipal utility district or municipal management district within the bounds of the VDB Tract, subject to the approval of an ordinance or resolution by the Manvel City Council consenting to creation of the District.
- (E) *Abandonment of Iowa Lane.* After construction of the Manvel Parkway (South) Project, including the GCWA Canal Crossing, is complete, the City shall consider the abandonment of the portion of Iowa Lane on the VDB Tract to determine if any other tracts use Iowa Lane for access and any abandonment will created land-locked tracts. ~~[The City's right-of-way abandonment policy requires the City receive sufficient consideration to abandon any street within the city limits, and the City agrees that this Agreement is sufficient consideration, and that no other consideration shall be required, to abandon the portion of Iowa Lane within the boundaries of the VDB Tract].~~ The process to abandon the right-of-way outlined in the City's abandonment policy shall still have to be followed.
- (F) *Plat Approval.* The City shall notify the County upon final plat approval of the initial plat submittal for the residential property associated with any phase referenced in this Agreement.

1.6. GCWA's Rights and Obligations

- (A) *GCWA Canal Crossing.* GCWA shall permit Manvel Parkway (South) and the Manvel Parkway/County Road 58 Intersection to cross the GCWA Canal pursuant to the Manvel Parkway Road Alignment and the terms of the GCWA MOU.

ARTICLE 2 **DEFAULT**

2.1 Default.

(A) If any Party ("*Non-Performing Party*") does not perform its obligations hereunder in substantial compliance with this Agreement, in addition to the other rights given the other Parties ("*Performing Parties*") under this Agreement, the Performing Parties may enforce specific performance of this Agreement or seek actual damages incurred by the Performing Parties for any such default.

(B) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced within 30 days of the receipt of such notice. Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

(C) Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party, except payment obligations, is delayed as a result of circumstances which are beyond the reasonable control of such Party, including, but not limited to pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [including, but not limited to severe rain storms or below freezing temperatures, hurricanes, or tornados], labor action, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of performance as a result of any of the foregoing "*force majeure*" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven days after the claiming Party becomes aware of the same, and if the claiming party fails to so notify the other Party of the occurrence of a "*force majeure*" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Section. Force majeure does not excuse payment obligations.

ARTICLE 3 **MISCELLANEOUS PROVISIONS**

3.1 Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

3.2 Construction and Interpretation.

(A) Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

(B) The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of

reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

(C) This Agreement may be executed in several counterparts; each of which shall be deemed an original. The signatures to this Agreement may be executed on separate pages, and when attached to this Agreement shall constitute one complete document.

3.3. Miscellaneous Provisions.

(A) Actions Performable. The Parties agree that all actions to be performed under this Agreement are performable solely in Brazoria County.

(B) Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

(C) Amendment. Any amendment to this Agreement must be in writing and signed by all Parties hereto or their assignees.

(D) Exhibits. **Exhibits 1 through 4** attached to this Agreement are incorporated herein by reference and expressly made part of this Agreement as if copied verbatim.

~~[Exhibit C and Exhibits 1 through 4 are only illustrative of the Manvel Parkway Road Alignment and the County Road 58 Relocation Alignment and the phasing plan for construction thereof, and does not modify the Master Plat for the Property]~~

Exhibit C and Exhibits 1 through 4 show the Manvel Parkway Road Alignment, the County Road 58 Relocation Alignment, and the phasing plan for construction thereof. Exhibit C and Exhibits 1 through 4 do not amend the current, approved Master Plat for the Property, which the parties acknowledge will require separate, additional approval by the City, Ashton, and Sedona MUD No.1 prior to development by Ashton.

(E) Notice. Any notice or demand, which the Parties are required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed to:

If to the City:

City of Manvel, Texas
P.O. Box 187
Manvel, Texas 77578
Attention: City Manager

If to the County:

Brazoria County, Texas
111 E. Locust Street
Angleton, Texas 77515
Attention: County Engineer

If to Ashton:

Ashton Houston Residential LLC
c/o Ashton Woods – Houston Division
10110 W. Sam Houston Pkwy North, Suite A-100
Houston, TX 77064
Attention: Greg McKenzie

With a copy to:

The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478
Attention: Richard L. Muller, Jr.

If to VDB:

VDB Partners, Ltd.
5151 San Felipe St, STE 1385
Houston, TX 77056
Attention: William C. Visinsky

With a copy to:

Fizer Beck Webster Bentley & Scroggins
5718 Westheimer, Suite 1750
Houston, Texas 77019
Attention: Barton R. Bentley

If to GCWA:

Gulf Coast Water Authority
1500 West Highway 6
Alvin, Texas 77511
Attention: David Sauer

or such other address or addresses any Party may be notified about in writing by any other Party to this Agreement. Such notice shall be deemed to have been served (a) four business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed, or delayed by the U.S. Postal Service, or (b) upon receipt in the

event of personal service, or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed, improperly addressed, or delayed by the courier; provided that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the Party to whom such notice is given.

(F) Forum Selection. This Agreement and the relationship between the Parties shall be governed and interpreted under the laws of the State of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the Parties shall exclusively be the appropriate court in Brazoria County.

(G) 2016 Agreement: ~~[GCWA]~~ BRAZORIA COUNTY MOU. Nothing in this Agreement modifies the obligations of the parties to the 2016 Agreement with respect to (i) design, financing, and/or construction of the western 2 lanes of the County Road 94 Extension and (ii) design, financing, and/or construction of County Road 58 west of its intersection with Manvel Parkway/County Road 94; and neither the City nor the County shall require Ashton to be responsible for items (i) or (ii) described above. Compliance with the terms, rights, and obligations under the 2016 Agreement and ~~[GCWA]~~ BRAZORIA MOU (collectively, “Related Agreements”) is necessary to provide the full benefits of the improvements to be constructed under this Agreement, and the Parties to this Agreement that are also parties to the Related Agreements shall take all commercially reasonable efforts to comply with their obligations and responsibilities and enforce their rights and compel compliance and performance thereunder.

3.4. Preamble. The findings of fact, recitations, and provisions set forth in the preamble to this Agreement are true and are adopted and made a part of the body of this Agreement, binding the Parties hereto, as if the same were fully set forth herein.

3.5. Legal Contest. This Agreement is entered into in accordance with applicable law as understood by the Parties. In the event any part, provision, or paragraph thereof shall become unenforceable by reason of legislative change, judicial decree, or determination, the Parties hereto mutually agree to the extent possible to ensure that all other provisions of the Agreement, including the intent of the Agreement, be honored and performed.

3.6. Term and Termination. This Agreement shall terminate upon completion of all Parties’ obligations.

3.7. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Ashton and/or VDB may assign its rights and obligations under this Agreement to a Municipal Utility District for reimbursement purposes only, without the consent of the Parties, which assignment shall not relieve Ashton and/or VDB, as applicable, of its obligations under this Agreement.

[EXECUTION PAGE FOLLOWS]

Approved and executed as of the Effective Date.

CITY OF MANVEL

Debra Davison, Mayor

ATTEST:

City Secretary

BRAZORIA COUNTY

L.M. "Matt" Sebesta, Jr., County Judge

ATTEST:

**ASHTON HOUSTON RESIDENTIAL
LLC, a Texas limited liability company**

By: _____
Name: _____
Title: _____

**VDB PARTNERS, LTD., a Texas limited
partnership**

VDB Management Company, LLC, its
General Partner

By: _____
Name: William C. Visinsky
Title: Vice President

**GULF COAST WATER AUTHORITY, a
conservation and reclamation district**

By: _____
Name: _____
Title: _____

Exhibit List

Exhibit A – Ashton Tract

Exhibit B – VDB Tract

Exhibit C – Manvel Parkway Road Alignment, Overall Layout, Master Plan, Phasing Plan

Exhibit 1 – County Road 58 Relocation Phase I

Exhibit 2 – County Road 58 Relocation Phase II

Exhibit 3 – County Road 58 Relocation Phase III

Exhibit 4 – Ultimate Intersection Configuration

Exhibit 5 – 2016 Agreement

Exhibit 6 – GCWA MOU

Exhibit A

EXHIBIT A, PAGE 1 OF 4 PAGES

County: Brazoria
Project: Sedona Lakes
M&B No: 16-136
CS Job No: 16104

METES AND BOUNDS DESCRIPTION OF 132.908 ACRES

Being a tract of land containing 132.908 acres, located in the R.B. Lyle Section 92 Survey, Abstract 541, and the M. O'Donnell Survey, Abstract 469, in Brazoria County, Texas; Said 132.908 acre tract being out of a called 174.74 acre tract of land recorded in the name of WSLD Sedona Lakes VI, LP, in Brazoria County Clerk's File Number (B.C.C.F. No.) 2013023258; Said 132.908 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, South Central Zone):

BEGINNING, at a concrete monument found at the southerly southwest corner of said 174.74 acre tract, same being on the north line of Section "O" of the Allison Richey Gulf Coast Home Company subdivision as recorded in Volume 2, Page 91, of the Brazoria County Plat Records (B.C.P.R.) and on the east line of Section 90 of the Allison Richey Gulf Coast Home Company subdivision as recorded in Volume 2, Page 98, of the B.C.P.R.;

THENCE, North 03° 16' 51" West, with the west lines of and through and across said 174.74 acre tract and with the east lines of Sections 90 and 89, respectively, of said Allison Richey Gulf Coast Homes Company subdivision, at a distance of 2,460.60 feet pass a point for the northeast corner of Lot 59 of said Section 89 and the southeast corner of Lot 58 of said Section 89, from which a 5/8-inch capped iron rod found bears South 00° West, a distance of 4.3 feet, at a distance of 3,945.60 feet pass a 5/8-inch iron rod found at the northeast corner of Lot 56 of said Section 89 and the southeast corner of Lot 55 of said Section 89, continuing in all a distance of 5,078.43 feet to a point for the most northerly corner of said 174.74 acre tract and the herein described tract, same being the southerly west corner of a called 29.52 acre tract of land recorded in the name of Brazoria Drainage District No. 4 in B.C.C.F. No. 2012057993, also known as Mustang Gully, from which a 5/8-inch capped iron rod found bears North 28° West, a distance of 2.8 feet and from which a 5/8-inch capped iron rod found bears South 76° West, a distance of 1.2 feet;

THENCE, with the lines common to said 174.74 acre tract and said Mustang Gully, the following seventeen (17) courses:

1. South 40° 55' 33" East, a distance of 102.74 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 80° West, a distance of 1.2 feet and from which a 5/8-inch capped iron rod found bears North 12° West, a distance of 1.6 feet;
2. South 34° 44' 06" East, a distance of 114.80 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 80° West, a distance of 1.1 feet and

EXHIBIT A, PAGE 2 OF 4 PAGES

from which a 5/8-inch capped iron rod found bears North 15° West, a distance of 2.0 feet;

3. South 30° 37' 00" East, a distance of 75.48 feet to an angle point, from which a 5/8-inch capped iron rod found bears North 17° West, a distance of 1.9 feet;
4. South 15° 01' 27" East, a distance of 199.72 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 76° West, a distance of 1.0 feet and from which a 5/8-inch capped iron rod found bears North 13° West, a distance of 1.7 feet;
5. South 27° 24' 21" East, a distance of 223.53 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 80° West, a distance of 0.9 feet and from which a 5/8-inch capped iron rod found bears North 13° West, a distance of 1.5 feet;
6. South 07° 03' 36" West, a distance of 238.23 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 89° West, a distance of 0.8 feet and from which a 5/8-inch capped iron rod found bears North 10° West, a distance of 1.7 feet;
7. South 28° 01' 51" East, a distance of 323.68 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 87° West, a distance of 0.9 feet;
8. South 11° 45' 47" West, a distance of 193.74 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 47° West, a distance of 0.5 feet and from which a 5/8-inch capped iron rod found bears North 12° West, a distance of 1.9 feet;
9. South 01° 47' 51" West, a distance of 203.74 feet to an angle point, from which a 5/8-inch capped iron rod found bears South 33° East, a distance of 0.8 feet;
10. South 36° 14' 32" East, a distance of 490.05 feet to a 5/8-inch capped iron rod found at an angle point, from which a 5/8-inch capped iron rod found bears North 12° West, a distance of 1.6 feet;
11. South 38° 02' 54" East, a distance of 218.66 feet to a 5/8-inch capped iron rod found at an angle point, from which a 5/8-inch capped iron rod found bears North 02° West, a distance of 1.9 feet;
12. South 69° 15' 16" East, a distance of 592.10 feet to a 5/8-inch capped iron rod found at an angle point, from which a 5/8-inch capped iron rod found bears North 03° East, a distance of 2.2 feet;

EXHIBIT A, PAGE 3 OF 4 PAGES

13. South 78° 42' 21" East, a distance of 125.38 feet to an angle point, from which a 5/8-inch capped iron rod found bears North 00° East, a distance of 2.1 feet;
14. South 84° 17' 28" East, a distance of 117.75 feet to an angle point, from which a 5/8-inch capped iron rod found bears North 03° West, a distance of 2.3 feet;
15. South 85° 33' 13" East, a distance of 117.32 feet to an angle point, from which a 5/8-inch capped iron rod found bears North 01° West, a distance of 2.4 feet;
16. South 88° 02' 55" East, a distance of 264.06 feet to an angle point, from which a 5/8-inch capped iron rod found bears North 49° East, a distance of 0.7 feet;
17. North 30° 24' 43" East, a distance of 470.60 feet to a point for the northeast corner of said 174.74 acre tract and the herein described tract, on the northerly west line of the Abbreviated Replat of Oak Crest of Manvel, a subdivision of record in B.C.C.F. No. 2002066882, from which a 5/8-inch capped iron rod found bears South 29° East, a distance of 0.4 feet;

THENCE, with the lines common to said 174.74 acre tract and said Abbreviated Replat of Oak Crest of Manvel, the following five (5) courses:

1. South 02° 40' 11" East, a distance of 758.20 feet to a 5/8-inch capped iron rod set for an angle point, from which a 5/8-inch capped iron rod found bears North 69° West, a distance of 0.8 feet;
2. South 86° 49' 44" West, a distance of 560.37 feet to a 5/8-inch capped iron rod set for an angle point, from which a 5/8-inch capped iron rod found bears South 13° West, a distance of 1.1 feet;
3. South 03° 30' 14" East, a distance of 614.44 feet to a 5/8-inch capped iron rod and a concrete monument found at an angle point;
4. South 38° 51' 48" West, a distance of 476.70 feet to a 5/8-inch capped iron rod found at an angle point;
5. South 51° 08' 14" East, a distance of 1,898.02 feet to a "PK" nail in asphalt set for the southeast corner of said 174.74 acre tract and the herein described tract, same being the southerly southwest corner of said Abbreviated Replat of Oak Crest of Manvel, on the north line of said Section "O" and in County Road 58 (a forty feet wide Right-of-Way of record in Volume 2, Page 91, of the B.C.P.R.), from which a 5/8-inch capped iron rod found bears North 46° West, a distance of 48.2 feet;

EXHIBIT A, PAGE 4 OF 4 PAGES

THENCE, South 87° 01' 56" West, with the south line of said 174.74 acre tract and the north line of said Section "O", with a line in said County Road 58, a distance of 2,645.22 feet to the **POINT OF BEGINNING** and containing 132.908 acres of land.

A Land Title Survey of the herein described tract was prepared in conjunction with and accompanies this description.



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



CIVIL-SURV LAND SURVEYING, LC
PH: (713) 839-9181
March 9, 2017

November 30, 2006
Job No. 1078-2008-202

DESCRIPTION OF
79.905 ACRES

Being 79.905 acres of land located in the A. C. H. & B. R. R. Co. Survey, Section 90 also known as the Kate R. Ehrmann Survey, Abstract 459 of Brazoria County, Texas, more particularly being a portion of Block "O" of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 91 & 92, Plat Records, Brazoria County, Texas (B.C.P.R.) more particularly being all of those certain tracts called 2.2229 acres (referred to as Tract B), 16.6700 acres (referred to as Tract C), 46.8412 acres (referred to as Tract D), 14.1479 acres (referred to as Tract E) conveyed to VDB Partners, Ltd, by instrument of record in File Number 99-050835, Official Records of Brazoria County, Texas (B.C.O.R.), all of those certain tracts called 46.8412 acres (referred to as Tract D), and 14.1479 acres (referred to as Tract E) conveyed to VDB Partners, Ltd, by instrument of record in File Number 99-050834, B.C.O.R. and in an affidavit to correct legal description of record under File Number 2006000883, B.C.O.R., said 79.905 acres being more particularly described by metes and bounds in two parts, Part One being 16.447 acres and Part Two being 63.458 acres as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

PART ONE

BEGINNING at a 5/8-inch iron rod found for a re-entrant corner on the north line of that certain called 99.9653 acre tract conveyed to SLP 288 and Rodeo Palms II, LP, by instrument of record in File No. 2004064049, B.C.O.R.;

Thence, North 03° 08' 38" West, along the west line of said 14.1479 acre tract and the most northerly east line of said 99.9653 acre tract, 333.68 feet to a 5/8-inch iron rod with cap stamped "LA THOMPSON 3987" found for the most northerly northeast corner of said 99.9653 acre tract, same being the southeast corner of Lot 19, Section 90 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, B.C.P.R.;

79.905 Acres

November 30, 2006
Job No. 1078-2008-202

Thence, North 03° 19' 05" West, continuing along the west line of said 14.1479 acre tract and along the east line of said Lot 19 and Lot 18 of said subdivision, passing at 1,318.43 feet a TXDOT concrete right-of-way monument found for the northeast corner of said Lot 18 and for an angle point on the easterly right-of-way line of State Highway 288 (width varies), from which a found TXDOT concrete right-of-way monument bears South 85° 24' 57" West, 7.42 feet for an angle point on said easterly right-of-way line, and continuing along said easterly right-of-way line and said west line in all 1,354.07 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for an angle point on said easterly right-of-way line;

Thence, North 09° 45' 18" East, continuing along said 14.1479 acre tract and said easterly right-of-way line, passing at 472.50 feet a 5/8-inch iron rod found for the common west corner of said 14.1479 acre tract and the aforementioned 2.2229 acre tract, and continuing along the common line of said easterly right-of-way line and the westerly line of said 2.2229 acre tract, in all 865.71 feet to a TXDOT concrete right-of-way monument found for an angle point on said easterly right-of-way line, the beginning of a curve;

Thence, continuing along said common line, 251.31 feet along the arc of a non-tangent curve to the left having a radius of 1,195.92 feet, a central angle of 12° 02' 25", and a chord that bears North 03° 59' 19" East, 250.85 feet to a TXDOT concrete right-of-way monument found for the point of tangency of said easterly right-of-way line;

Thence, North 02° 01' 53" West, continuing along said common line, 23.81 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for an angle point on said easterly right-of-way line;

Thence, North 41° 22' 51" East, continuing along said common line, 139.94 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for an angle point on said easterly right-of-way line, said point being the north corner of said 2.2229 acre tract and located at the intersection of said easterly right-of-way line and the west right-of-way line of County Road No. 82 (70 feet wide, AKA Iowa Lane);

Thence, South 02° 27' 53" East, along said west right-of-way line and the east line of said 2.2229 acre tract, passing at 755.91 feet the common east corner of said 2.2229 and 14.1479 acre tracts, from which a found 5/8-inch iron rod bears North 81° 46' 31" West, 2.79 feet and a found 1/2-inch iron rod bears South 05° 03' 37" East, 6.31 feet, and continuing along said west right-of-way line and the east line of said 14.1479 acre tract, in all 2,903.60 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the intersection of said west right-of-way line with the north line of said 99.9653 acre tract, from which a 5/8-inch iron rod bears North 02° 27' 53" West, 1.68 feet;

Thence, South 86° 42' 53" West, along the north line of said 99.9653 acre tract, 284.45 feet the POINT OF BEGINNING and containing 16.447 acres of land.

PART TWO

BEGINNING at a 5/8-inch iron rod found for the northeast corner of that certain called 99.9653 acre tract conveyed to SLP 288 and Rodeo Palms II, LP, by instrument of record in File No. 2004064049, B.C.O.R.;

Thence, South 86° 42' 53" West, along the most easterly north line of said 99.9653 acre tract, 964.95 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the intersection of the east right-of-way line of County Road No. 82 (70 feet wide, AKA Iowa Lane) with the north line of said 99.9653 acre tract;

Thence, North 02° 27' 53" West, along said east right-of-way line, passing at 2,147.50 feet the common west corner of the aforementioned 46.8412 acre tract and the aforementioned 16.6700 acre tract, from which a found 5/8-inch iron rod bears North 71° 19' 55" West, 2.93 feet and a found 1/2-inch iron rod bears South 25° 18' 36" East, 6.82 feet, and continuing along said east right-of-way line and the west line of the aforementioned 16.6700 acre tract, in all 2,903.69 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the intersection of said east right-of-way line and easterly right-of-way line of State Highway 288 (width varies);

79.905 Acres

November 30, 2006
Job No. 1078-2008-202

Thence, North 86° 38' 43" East, along said easterly right-of-way line and along a north line of said 16.6700 acre tract, 139.51 feet to a 5/8-inch iron rod found for an angle point on said easterly right-of-way line and a re-entrant corner on said north line;

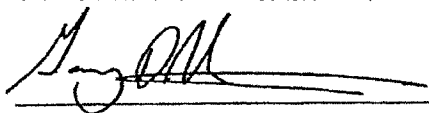
Thence, North 04° 30' 35" West, continuing along said easterly right-of-way line and said north line, 29.58 feet to a 5/8-inch iron rod found at the intersection of said easterly right-of-way line and the south right-of-way line of County Road 58 (called 60 feet wide);

Thence, North 86° 44' 06" East, along said south right-of-way line and said north line, passing at 754.62 feet the common survey line of said A. C. H. & B. R. R. Co. Survey, Section 90 and the Mary V. O'Donnell Survey, Abstract 469, of said Brazoria County, continuing in all 784.31 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the northeast corner of said 16.6700 acre tract as described in File Number 99-050835, B.C.O.R.;

Thence, South 03° 17' 19" East, along the record east line of said 16.6700 acre tract, passing at 785.03 feet the common east corner of said 16.6700 and 46.8412 acre tracts, and continuing along the record east line of said 46.8412 acre tract in all 2,932.86 feet to the POINT OF BEGINNING and containing 63.458 acres of land.

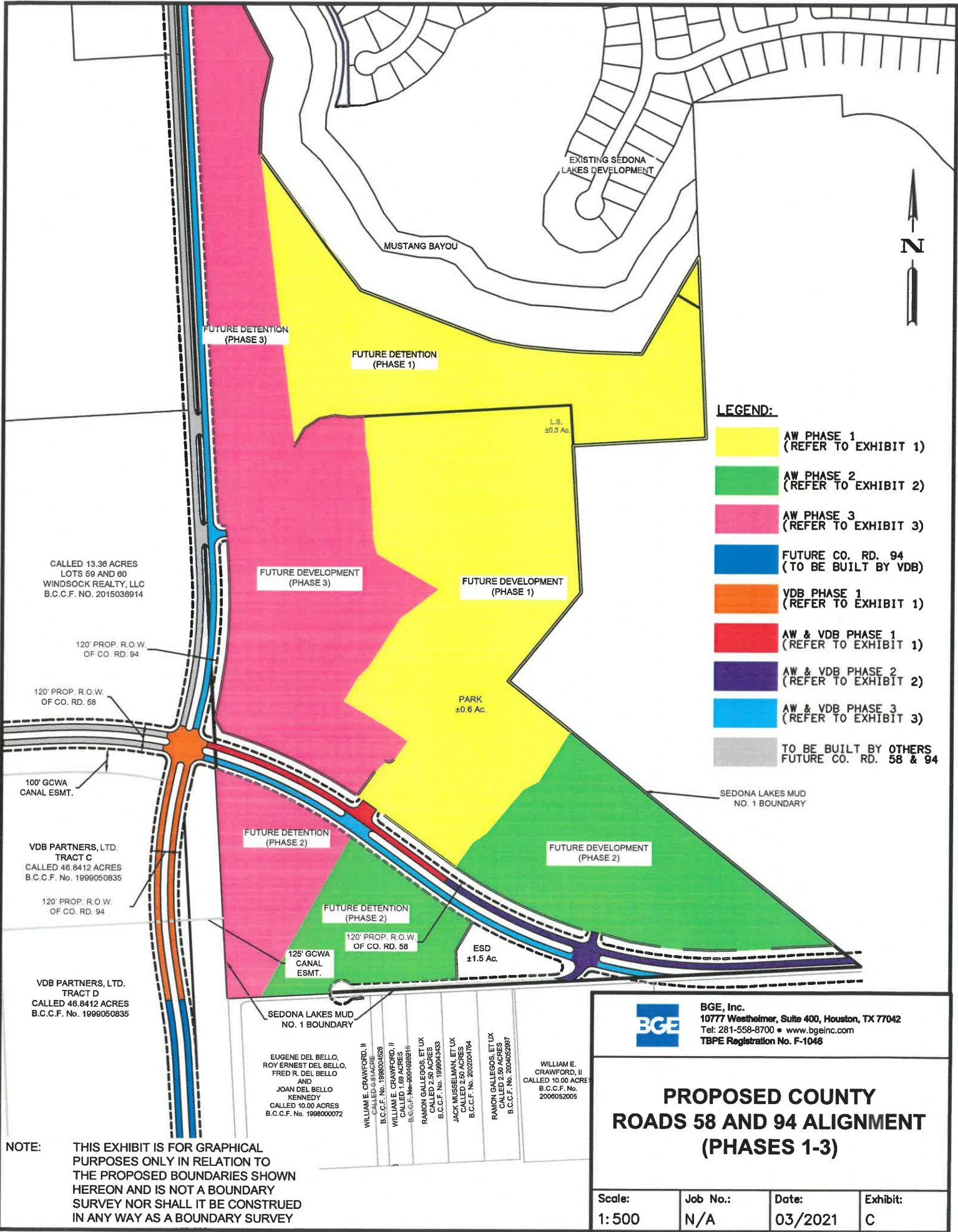
Said Part One and Two containing a total of 79.905 acres.

This description prepared from a survey and plat prepared by the undersigned dated November 30, 2006.



Gary D. Nutter
Registered Professional Land Surveyor
Texas Registration No. 5659
LJA Engineering & Surveying, Inc.



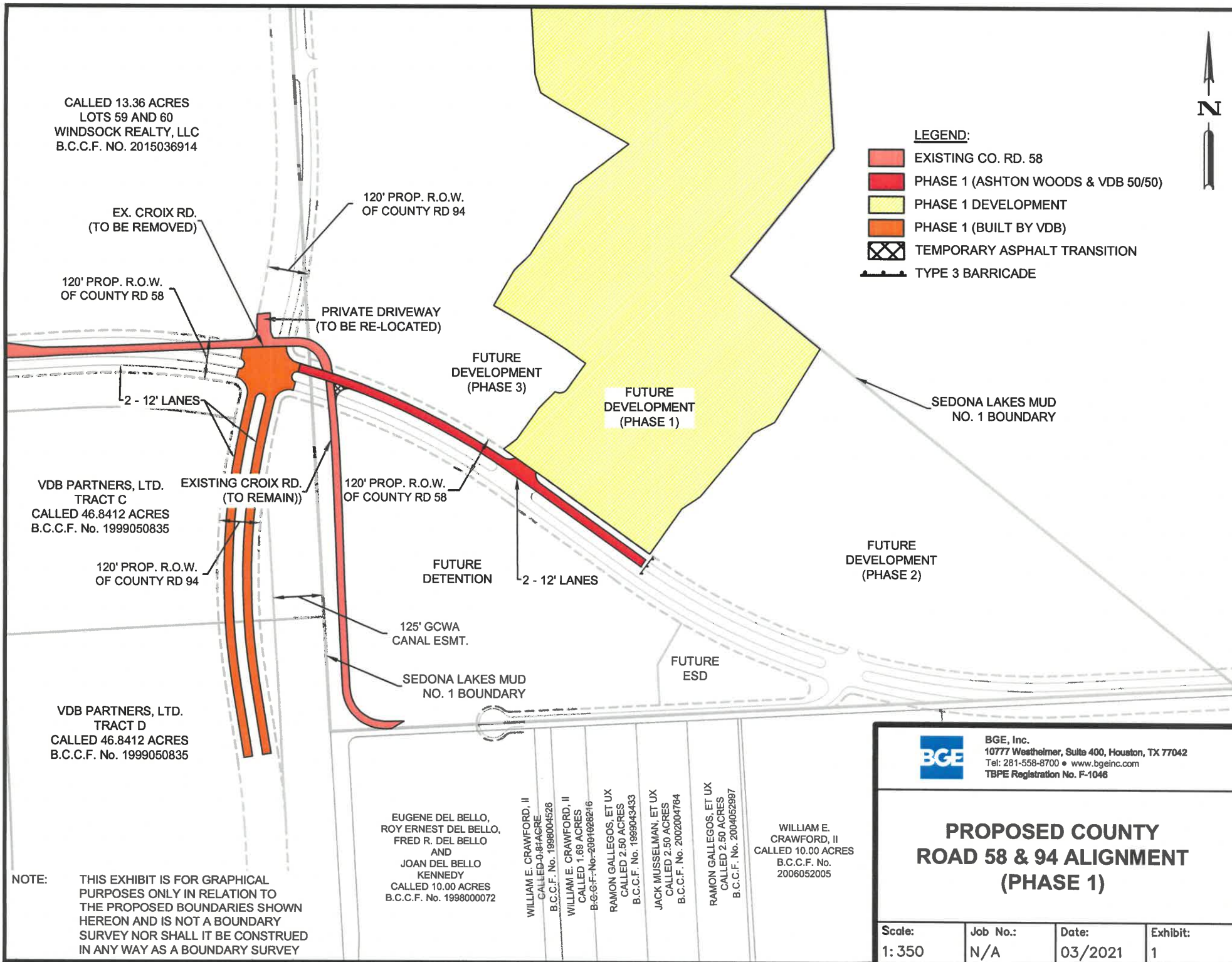




BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046

PROPOSED COUNTY ROADS 58 AND 94 ALIGNMENT (PHASES 1-3)

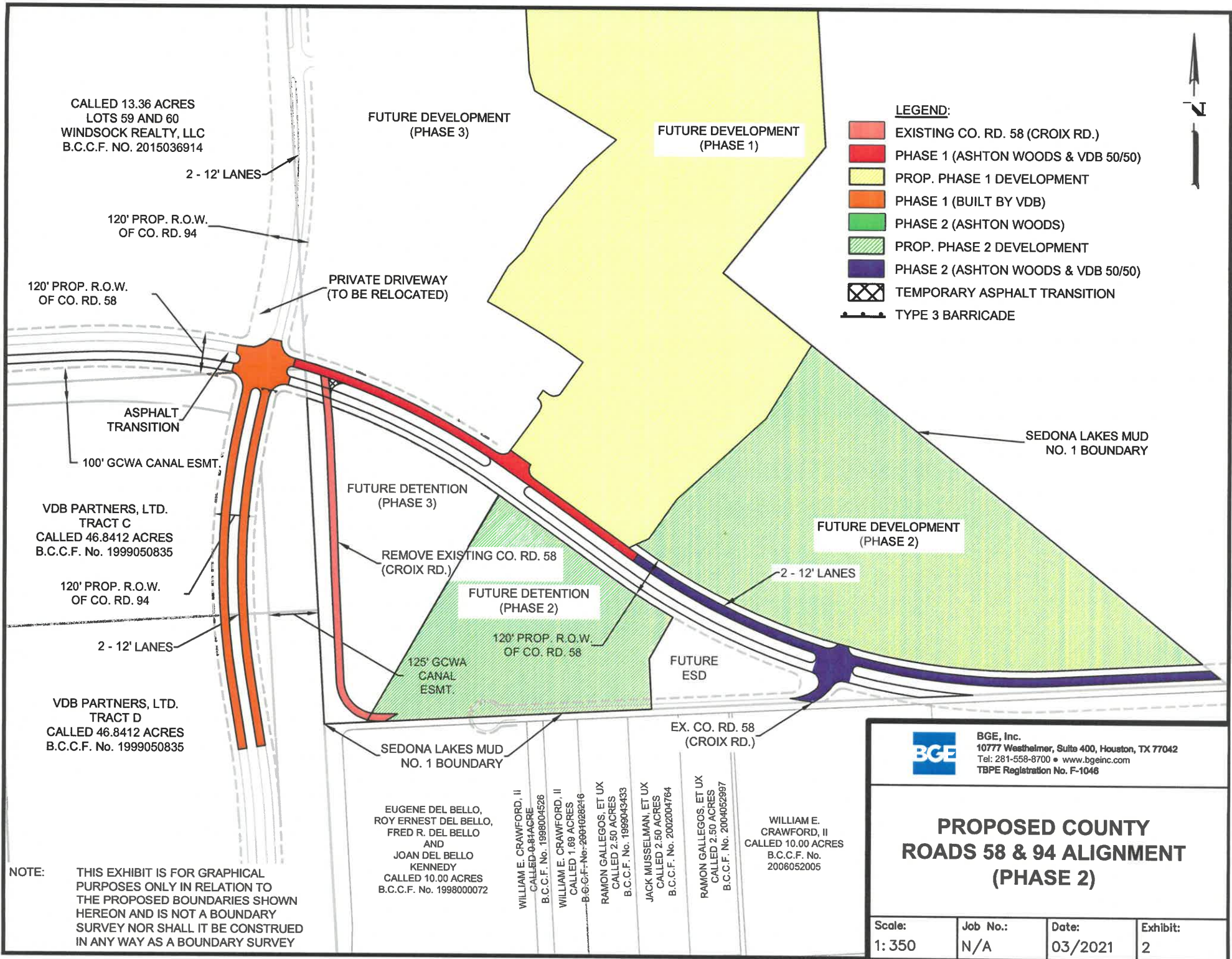
Scale:	Job No.:	Date:	Exhibit:
1:500	N/A	03/2021	C

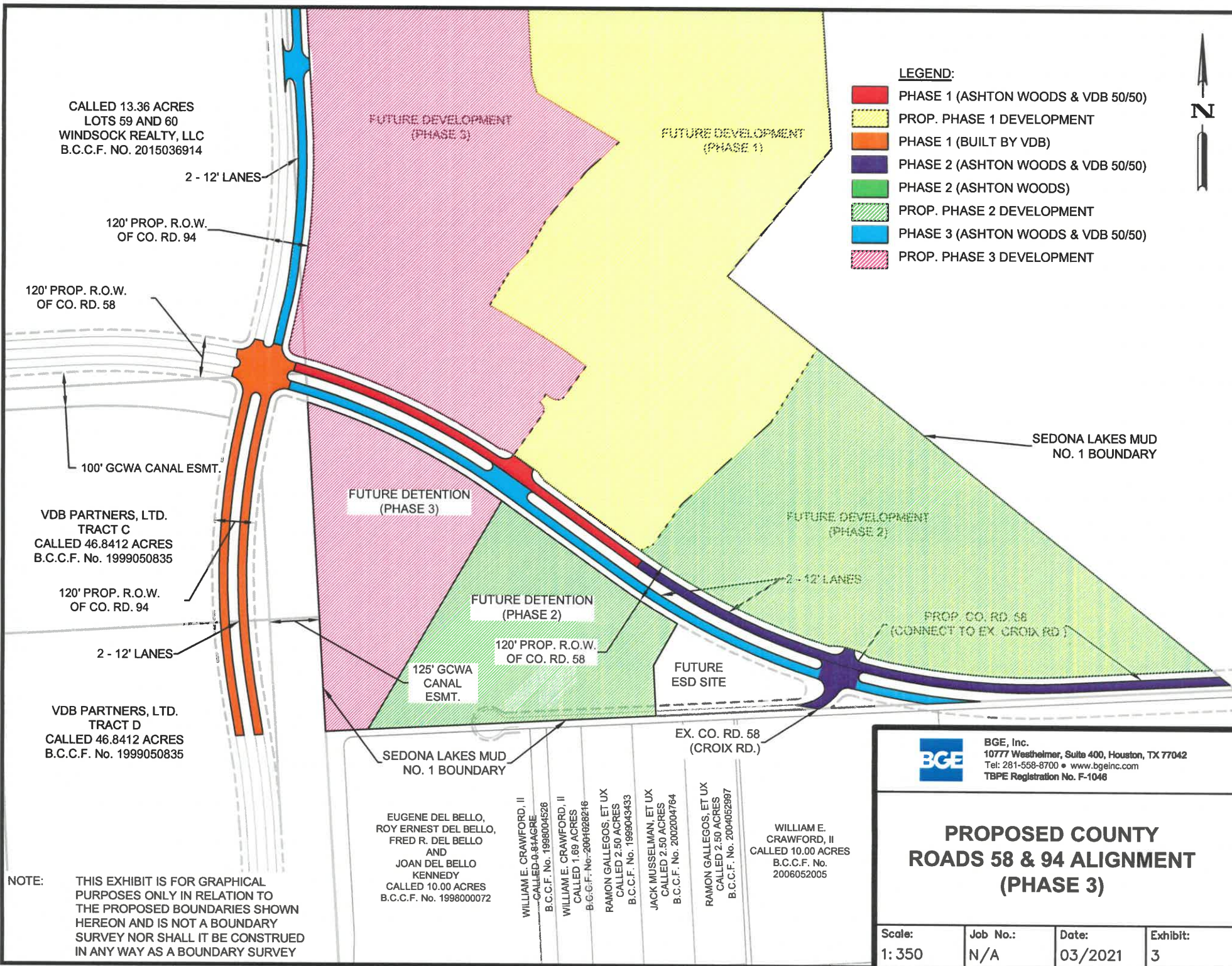


BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046

PROPOSED COUNTY ROAD 58 & 94 ALIGNMENT (PHASE 1)

Scale:	Job No.:	Date:	Exhibit:
1:350	N/A	03/2021	1





THE LAYOUT OF COUNTY ROADS 58 AND 94 AS DEPICTED
IN THIS EXHIBIT IS CONFORMANCE WITH THE CRITERIA
OF THE 2015 CITY OF MANVEL THOROUGHFARE PLAN.

CALLED 13.36 ACRES
LOTS 59 AND 60
WINDSOCK REALTY, LLC
B.C.C.F. NO. 2015036914

120' PROP. R.O.W.
OF CO. RD. 94

120' PROP. R.O.W.
OF CO. RD. 58

100' GCWA CANAL ESMT.

VDB PARTNERS, LTD.
TRACT C
CALLED 46.8412 ACRES
B.C.C.F. No. 1999050835

120' PROP. R.O.W.
OF CO. RD. 94

120' PROP. R.O.W.
OF CO. RD. 58

125' GCWA CANAL ESMT.

FUTURE DETENTION

NOTE: THIS EXHIBIT IS FOR GRAPHICAL
PURPOSES ONLY IN RELATION TO
THE PROPOSED BOUNDARIES SHOWN
HEREON AND IS NOT A BOUNDARY
SURVEY NOR SHALL IT BE CONSTRUED
IN ANY WAY AS A BOUNDARY SURVEY



BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046

PROPOSED COUNTY ROADS 58 AND 94 ALIGNMENT (ULTIMATE)

Scale:	Job No.:	Date:	Exhibit:
1:100	N/A	12/2020	4

NINTH AMENDMENT TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(REVISED EXHIBIT MARCH 15, 2021)

This NINTH AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the "Amendment"), is made and entered into as of March 15, 2021 (the "Effective Date"), by and between the CITY OF MANVEL, TEXAS, a municipal corporation and home-rule city of the State of Texas (the "City"); SEDONA LAKES MUNICIPAL UTILITY DISTRICT NO. 1 OF BRAZORIA COUNTY, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution (the "District"); and ASHTON HOUSTON RESIDENTIAL LLC, a Texas limited liability company ("Ashton").

RECITALS

WHEREAS, the City and Marlin Atlantis White, Ltd. (the "Original Developer"), on behalf of the District, entered into that certain Development Agreement dated November 27, 2006 (the "Original Agreement");

WHEREAS, the District was heretofore duly created by Order of the Texas Commission on Environmental Quality (the "TCEQ") dated February 22, 2008, within the City's extraterritorial jurisdiction ("ETJ") over the land proposed to be developed by WSLD SEDONA LAKES VI, L.P., a Delaware limited partnership (the "Developer"), for the purposes of, among other matters, providing water supply and distribution, wastewater collection and treatment, and drainage facilities to serve development occurring within the District (the "Land");

WHEREAS, as contemplated in the Original Agreement and pursuant to a Resolution adopted by the Board of Directors of the District on May 14, 2008, the District ratified the Original Agreement and accepted all rights, obligations, and duties of the Original Developer contained in the Original Agreement applicable to the Land;

WHEREAS, the Original Developer assigned its rights and obligations under the Original Agreement to MA Sedona Lakes, LP ("MASL") by that certain Amended and Restated Development Agreement dated June 8, 2009 (the "2009 Restated Agreement");

WHEREAS, the City, MASL and the District amended the 2009 Restated Agreement by that certain First Amendment to Amended and Restated Development Agreement dated May 13, 2013 (the "2013 First Amendment");

WHEREAS, MASL assigned its rights and obligations under the Original Agreement, the 2009 Restated Agreement and the 2013 First Amendment to the Developer by that certain Assignment and Assumption of Amended and Restated Development Agreement dated May 15, 2013 (the "2013 Assignment"); and

WHEREAS, the City, the Developer and the District next amended the 2009 Restated Agreement by that certain Second Amendment to Amended and Restated Development Agreement dated May 11, 2015 (the "2015 Second Amendment");

WHEREAS, the City, the Developer and the District entered into that certain Third Amendment to Amended and Restated Development Agreement dated April 25, 2016 (the "2016 Third Amendment");

WHEREAS, the City, the Developer and the District entered into that certain Fourth Amendment to Amended and Restated Development Agreement dated May 2016 (the "2016 Fourth Amendment");

WHEREAS, the City, the Developer and the District entered into that certain Fifth Amendment to Amended and Restated Development Agreement and REVISED Fifth Amendment to Amended and Restated Development Agreement dated July 25, 2016 (the "2016 Fifth Amendments") and Sixth Amendment to Amended and Restated Development Agreement 2016;

WHEREAS, the City, the Developer and the District entered into that certain Seventh Amendment to Amended and Restated Development Agreement dated March 2018 (the "March 2018 Seventh Amendment");

WHEREAS, the City, the Developer, and the District entered into that certain Restated Eighth Amendment to Amended and Restated Development Agreement dated October 2018 (the "October 2018 Eighth Amendment");

WHEREAS, the Developer conveyed 132.908 acres of the Land ("Ashton Tract") to Ashton in 2017, pursuant to that certain Special Warranty Deed dated March 30, 2017 and recorded under Clerk's File No. 2017015415 of the Official Public Records of Brazoria County, Texas;

WHEREAS, the Developer assigned various intangible rights and interests related to the Ashton Tract, including rights under the Development Agreement, to Ashton, by that certain Bill of Sale, Assignment and Assumption, executed as part of the Land sale transaction on March 30, 2017;

WHEREAS, the City, Ashton, and the District desire to amend the provisions of the 2009 Restated Agreement, the 2013 First Amendment, the 2015 Second Amendment, the 2016 Third Amendment, 2016 Fourth Amendment, 2016 Fifth amendment, 2016 Sixth Amendment (revised November 14, 2016), March 2018 Seventh Amendment, and the 2018 Eighth Amendment (collectively, the "Development Agreement") as stated herein.

WHEREAS, the Amendment only impacts the Ashton Tract and no obligations or benefits shall accrue to the Developer;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City, Ashton, and the District agree as follows:

Section 1. Development Plan.

Section 3.04(a) is amended and restated to amend Exhibit "A" referenced in such Section as the Master Plat with respect to the Ashton Tract.

The Master Plat is amended and restated with respect to the land specifically covered in Exhibit A to this Ninth Amendment, dated herewith.

Section 2. Ratification.

The parties ratify the Development Agreement and confirm it is a valid agreement presently enforceable against the parties in accordance with its terms. The parties are not aware of any default by any party to the Development Agreement. Except as revised hereby, the Development Agreement shall continue in effect as written.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of equal dignity, as of the date first given above.

CITY:

THE CITY OF MANVEL, TEXAS

By: _____

ATTEST:

(SEAL)

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

Notary, State of Texas

(NOTARY SEAL)

DISTRICT:

**SEDONA LAKES MUNICIPAL UTILITY
DISTRICT NO. 1 OF BRAZORIA COUNTY**

By: _____
Name: _____
Title: _____

(SEAL)

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

 This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, as President of Sedona Lakes Municipal Utility District No. 1 of
Brazoria County, a political subdivision of the state of Texas, on behalf of said political subdivision.

Notary, State of Texas

(NOTARY SEAL)

ASHTON:

ASHTON HOUSTON RESIDENTIAL LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

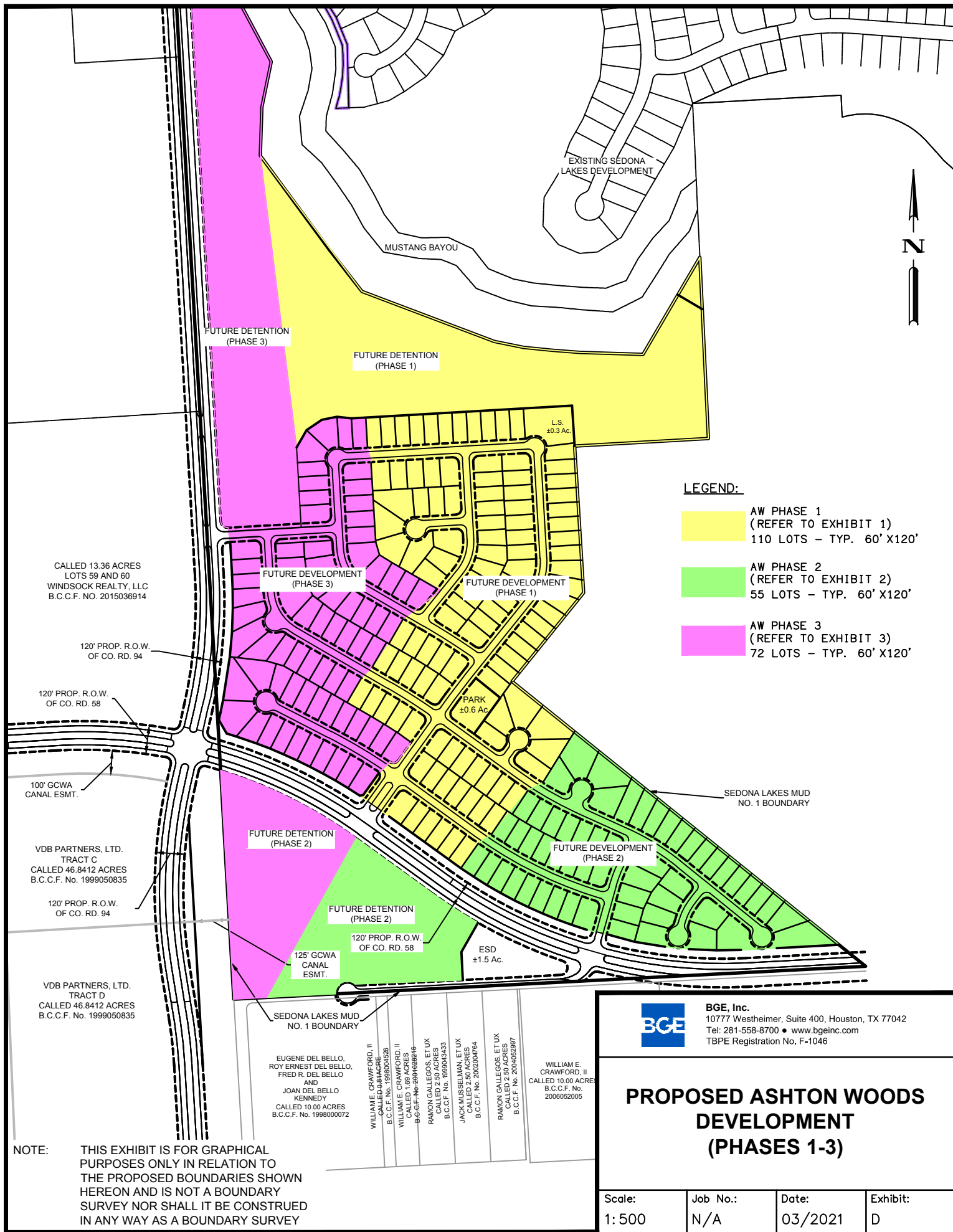
COUNTY OF BRAZORIA §

 This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, as _____ of ASHTON HOUSTON RESIDENTIAL LLC, a
Texas limited liability company, on behalf of said limited liability company.

(NOTARY SEAL)

Notary, State of Texas

G:\TDA\Projects\Ashton_Woods\7558_Sedona_Lake_Ser\03_CADD\05_Exhibits\2021-03-01_SL_UPDATED PHASING PLAN\2020-03-01_Sedona Lakes_Base_Exhibit D_Phasing Plan Overall.dwg



DRAFT

Required Auditor Disclosure Letter

March 10, 2021

To the Honorable Mayor and
City Council Members of the
City of Manvel, Texas:

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Manvel, Texas (the “City”) as of and for the year ended September 30, 2020, and have issued our report thereon dated March 10, 2021. Professional standards require that we provide the City Council (the “governing body”) with information about our responsibilities under generally accepted auditing standards related, as well as certain information related to the planned scope and timing of our audit.

I. Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated March 29, 2018, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with the governing body’s oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve the governing body or management of its responsibilities.

II. Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to management in our engagement letter dated March 29, 2018.

III. Significant Audit Findings

1. Qualitative Aspects of Accounting Practices

- A. Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in the notes to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the year. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

DRAFT

- B. Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the useful lives of capital assets as based on industry standards relating to capital assets. We evaluated the key factors and assumptions used to develop the useful lives of capital assets in determining that they are reasonable in relation to the financial statements taken as a whole.

Estimates are used in the calculation of the pension liability and the required annual contribution. The Texas Municipal Retirement System (TMRS) hire a licensed actuary to make key assumptions and to perform calculations, as well as an independent auditor to review those assumptions and calculations. We evaluated the reasonableness of the employee data provided by the City to TMRS.

Estimates are used in the calculation of the other postemployment benefits liability related to retiree death benefits. TMRS hires a licensed actuary to make key assumptions and to perform calculations, as well as an independent auditor to review those assumptions and calculations. We evaluated the reasonableness of the employee data provided by the City to TMRS.

- C. The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of long-term debt in the financial statements is significant to financial statement users because it discloses the City's long-term financial obligations.

2. Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

3. Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The attached schedule summarizes both material and immaterial misstatements detected as a result of our audit procedures.

4. Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

5. Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 10, 2021.

DRAFT

6. Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditors’ opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

7. Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

IV. Other Matters

We applied certain limited procedures to the Required Supplementary Information (RSI), as identified on the table of contents, which supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information, which accompanies the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section, which accompanies the financial statements but is not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

V. Restrictions on Use

This information is intended solely for the use of the Mayor, City Council, and management and is not intended to be, and should not be, used by anyone other than these specified parties.

 **DRAFT** HACEK, LLP

Belt Harris Pechacek, LLP
Certified Public Accountants
Houston, Texas

March 10, 2021

Belt Harris Pechacek, LLLP
3210 Bingle Road, Suite 300
Houston, TX 77055

This representation letter is provided in connection with your audit(s) of the financial statements of City of Manvel, Texas (the "City"), which comprise the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows for the period then ended, and the related disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We understand that you prepared the trial balance for use during the audit and that your preparation of the trial balance was limited to formatting information into a working trial balance based on management's chart of accounts.

We understand that as part of your audit, you prepared certain adjusting journal entries and acknowledge that we have reviewed and approved those entries and accepted responsibility for them.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated March 29, 2018, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
2. The financial statements are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
3. We have participated in an exit conference conducted at the conclusion of the performance of the audit at either a designated meeting with management or at the presentation of the final audit report, whereby we have reviewed and approved all recommended audit adjustments by the auditor for the financial statements. Additionally, while at this exit conference, we have reviewed and approved the financial report as a whole.

4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
5. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
6. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
7. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the aforementioned financial statements.
8. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
9. Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

10. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of City Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
11. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
12. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
13. We have no knowledge of any fraud or suspected fraud that affects the City and involves:
 - a. Management,
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
14. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
15. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
16. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
17. We have disclosed to you the identity of the City's related parties and all the related party relationships and, including any side agreements.

Government—specific

18. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
19. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
20. The City has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
21. We are responsible for compliance with the laws, regulations, and provisions of contracts, and grant agreements applicable to us, including tax or debt limits and debt contracts; and legal and contractual provisions for reporting specific activities in separate funds.
22. We have appropriately disclosed all information for conduit debt obligations in accordance with GASB No. 91.
23. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
24. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
25. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
26. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
27. As part of your audit, you assisted with preparation of the financial statements and related disclosures and attached journal entries. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related disclosures and attached journal entries.
28. The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
29. The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
30. The financial statements include all component units, appropriately present majority equity interests in legally separate organization and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
31. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34, as amended.
32. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

33. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
34. Investments are properly valued.
35. Provisions for uncollectible receivables have been properly identified and recorded.
36. Expenses have been appropriately classified in or allocated to functions and programs in the Statement of Activities, and allocations have been made on a reasonable basis.
37. Revenues are appropriately classified in the Statement of Activities within program revenues and general revenues.
38. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
39. Deposits and investment are properly classified as to risk and are properly disclosed.
40. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
41. We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position is properly recognized under the policy.
42. We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting.
43. We acknowledge our responsibility for the Required Supplementary Information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
44. With respect to the combining statements and schedules, we acknowledge our responsibility for presenting the combining statements and schedules in accordance with accounting principles generally accepted in the United States of America, and we believe the combining statements and schedules, including their form and content, are fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the combining statements and schedules have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
45. Unused lines of credit, collateral pledged to secure debt, certain contractual debt terms (such as significant defaults or termination events), and direct borrowings and private placements have been properly disclosed.
46. There are no known outstanding liabilities related to any economic incentive and/or development agreements.
47. With respect to federal award programs, we received and expended less than \$750,000 in federal awards and, therefore, are not subject to provision of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Kyle Jung, City Manager

Chris Thomas, Finance Director

Client: **City of Manvel, Texas**
Engagement: **4.1 - Manvel 09/30/2020**
Period Ending: **9/30/2020**
Trial Balance: **2.2.01 - TB**
Workpaper: **2.5.06 - Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1		F.06		
To adjust for GASB 68 in Fund 40.				
40.00.2100	Net Pension Liability		18,060.70	
40.00.2511	D.O. Diff in Expected and Actual Experience		2,048.14	
40.00.2513	Def Inf - Diff in expected and actual experience		523.98	
40.00.2100	Net Pension Liability			1,570.18
40.00.2510	D.O. Subsequent Contributions			13,653.38
40.00.2512	Ded Inf - Diff in projected and actual Earnings			354.87
40.00.2514	Deferred inflows -Change in assumptions			5,054.39
40.10.5041	Pension Expense			
Total			20,632.82	20,632.82
Adjusting Journal Entries JE # 2		I.06		
To adjust for bonds series 2019.				
51.51.7105	Bond Issuance Costs		89,006.87	
51.07.4831	Bond Premium			89,006.87
Total			89,006.87	89,006.87
Adjusting Journal Entries JE # 3				
PBC - To correct accounts payable entry.				
90.10.7600	Contingency		740,000.00	
90.00.2000	Accounts Payable			740,000.00
Total			740,000.00	740,000.00
Adjusting Journal Entries JE # 4		2.4.03		
To reverse client entry of encumbered funds for FY21.				
10.00.3200	Reserved for Encumbrances		7,500.00	
10.00.3200	Reserved for Encumbrances		8,000.00	
10.00.3200	Reserved for Encumbrances		20,000.00	
10.00.3200	Reserved for Encumbrances		30,000.00	
10.00.3200	Reserved for Encumbrances		60,000.00	
10.00.3200	Reserved for Encumbrances		75,000.00	
10.00.3200	Reserved for Encumbrances		300,000.00	
10.10.5230	Office Expense			8,000.00
10.10.5800	Eng/Consulting/Planning Fees			30,000.00
10.20.5240	Minor Tools & Equipment			3,500.00
10.20.5440	Computer Maintenance/Support			75,000.00
10.20.5645	Training & Travel			4,000.00
10.50.6035	Capital Outlay - Street Reconstruction			300,000.00
10.90.5458	Maintenance Agreements			20,000.00
10.90.6020	Capital Outlay - Equipment			60,000.00
Total			500,500.00	500,500.00
Adjusting Journal Entries JE # 5		2.4.04		
PBC - To adjust account 10.00.2081 to \$0.				
10.05.4400	Court Fines		12,082.46	
10.00.2081	Payable - State			12,082.46
Total			12,082.46	12,082.46

Client: **City of Manvel, Texas**
Engagement: **4.1 - Manvel 09/30/2020**
Period Ending: **9/30/2020**
Trial Balance: **2.2.01 - TB**
Workpaper: **2.5.06 - Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 6		J.01		
To adjust fund balance.				
10.40.5230	Office Expense		1,502.96	
10.00.3500	Fund Balance-Unassigned			1,502.96
Total			1,502.96	1,502.96
Adjusting Journal Entries JE # 7		C.01		
To adjust sales tax receivable.				
10.00.1122	Allowance For Uncoll Prop Tax		22,328.63	
10.00.2600	Deferred Property Tax		15,636.22	
30.00.1122	Allowance For Uncoll Prop Tax		4,341.70	
30.00.2300	Deferred Revenue-Ad Valorem		2,748.35	
10.00.1110	Property Taxes Receivable			27,869.53
10.00.1121	P & I Receivable			10,095.32
30.00.1110	Property Taxes Receivable			5,468.10
30.00.1121	P & I Receivable			1,621.95
Total			45,054.90	45,054.90
Adjusting Journal Entries JE # 8		2.4.05		
PBC - To recognize MEDC sales tax revenue.				
10.00.2190	Due To MEDC		77,208.67	
10.00.2190	Due To MEDC		105,334.54	
90.00.1130	A/R Sales Tax		77,208.67	
90.00.1130	A/R Sales Tax		105,331.54	
10.00.1130	A/R Sales Tax			77,208.67
10.00.1130	A/R Sales Tax			105,334.54
90.02.4030	Sales Tax Revenues			77,208.67
90.02.4030	Sales Tax Revenues			105,331.54
Total			365,083.42	365,083.42
Adjusting Journal Entries JE # 9		2.5.06		
PBC - To adjust water and wastewater revenue.				
40.00.1120	Accounts Receivable		35,261.95	
40.00.1120	Accounts Receivable		39,707.85	
40.00.2580	Customer Deposits Payable		181.26	
40.07.4811	Other Income		50.00	
40.08.4301	Water Revenue		32,689.29	
40.08.4390	Late Penalty Fees		1,849.75	
40.00.1120	Accounts Receivable			34,770.30
40.08.4301	Water Revenue			18,548.39
40.08.4301	Water Revenue			20,444.16
40.08.4302	Wastewater Revenue			15,750.19
40.08.4302	Wastewater Revenue			19,263.69
40.08.4390	Late Penalty Fees			963.37
Total			109,740.10	109,740.10

Client: **City of Manvel, Texas**
Engagement: **4.1 - Manvel 09/30/2020**
Period Ending: **9/30/2020**
Trial Balance: **2.2.01 - TB**
Workpaper: **2.5.06 - Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 10		2.4.07		
PBC - To recognize MEDC check received as Other Income.				
50.07.4960	Transfer In - MEDC Fund		700,000.00	
50.07.4811	Other Income			700,000.00
Total			700,000.00	700,000.00
Adjusting Journal Entries JE # 11		C.10/C.02		
To adjust the deferred tax for TIRZ				
10.02.4031	Sales Tax Rebate		6,741.73	
80.00.1065	Investments - Logic		6,741.73	
81.00.2600	Deferred Property Tax		6,715.48	
81.95.8587	Transfer Out - SMDA Fund		6,741.73	
10.00.1065	Investments - Logic			6,741.73
80.09.4961	Transfer In - TIRZ #3			6,741.73
81.00.1128	A/R - Brazoria County			6,715.48
81.02.4030	Sales Tax Revenues			6,741.73
Total			26,940.67	26,940.67
Adjusting Journal Entries JE # 12		F.03a		
To adjust compensated absences to actual.				
40.00.2590	Compensated Absences Payable		14,950.64	
40.10.5000	Salaries			14,950.64
Total			14,950.64	14,950.64
Adjusting Journal Entries JE # 13		2.4.08		
PBC - To correct FICA expenses				
10.00.2011	Payroll Taxes Payable		22,059.50	
10.00.2027	Payables - FICA		5,727.94	
10.00.2027	Payables - FICA		5,727.94	
10.10.5010	FICA Expense			33,515.38
Total			33,515.38	33,515.38
Adjusting Journal Entries JE # 14		H.01		
To adjust capital assets to actual for fund 40				
40.00.1700	Construction in Progress		53,000.00	
40.00.1750	Plant and Improvements		13,500.00	
40.00.1755	Wastewater & Lift Station		28,400.00	
40.00.1755	Wastewater & Lift Station		117,506.00	
40.00.1755	Wastewater & Lift Station		336,138.00	
40.00.1755	Wastewater & Lift Station		360,450.00	
40.54.8410	Depreciation Expense		268,626.75	
40.00.1700	Construction in Progress			482,044.00
40.00.1800	Accumulated Depreciation			268,626.75
40.08.4971	Contributed Capital			53,000.00
40.08.4971	Contributed Capital			360,450.00
40.54.5310	Meter Replacement Program			13,500.00
Total			1,177,620.75	1,177,620.75

Client: **City of Manvel, Texas**
Engagement: **4.1 - Manvel 09/30/2020**
Period Ending: **9/30/2020**
Trial Balance: **2.2.01 - TB**
Workpaper: **2.5.06 - Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 15		H.02		
To post gain on trade-in.				
12.91.6030	Capital Outlay - Vehicle		9,000.00	
12.91.6030	Capital Outlay - Vehicle		10,000.00	
12.07.4815	Gain on Sale of Asset Disposal			19,000.00
Total			19,000.00	19,000.00
Adjusting Journal Entries JE # 16		H.01		
To adjust capital asset accounts for fund 12.				
12.00.1710	Vehicles		256,366.00	
12.10.6370	Depreciation Expense		144,055.00	
12.00.1800	Accumulated Depreciation			144,055.00
12.91.6030	Capital Outlay - Vehicle			46,478.00
12.91.6030	Capital Outlay - Vehicle			99,500.00
12.91.6030	Capital Outlay - Vehicle			110,388.00
Total			400,421.00	400,421.00
Adjusting Journal Entries JE # 17		E.01		
To adjust AP and post encumbrance.				
50.00.2000	Accounts Payable		31,527.00	
50.00.3500	Fund Balance-Unassigned		31,527.00	
50.00.3200	Reserve for Encumbrances			31,527.00
50.91.6030	Capital Outlay - Vehicle			31,527.00
Total			63,054.00	63,054.00
Adjusting Journal Entries JE # 18		E.08		
To adjust retainage payable.				
50.91.7408	City Hall Bldg-Expansion		85,709.04	
50.00.2025	Retainage Payable			85,709.04
Total			85,709.04	85,709.04
Adjusting Journal Entries JE # 19		A.06b/2.4.10		
To restrict 90% MEDC sales tax collections per MOU with City.				
90.00.1001	Restricted Cash in Bank		117,506.65	
90.00.1000	Cash in Bank			117,506.65
Total			117,506.65	117,506.65

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ANNUAL FINANCIAL REPORT

of the

CITY OF MANVEL, TEXAS

**For the Year Ended
September 30, 2020**

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INTRODUCTORY SECTION

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CITY OF MANVEL, TEXAS
PRINCIPAL OFFICIALS
September 30, 2020

City Officials	Elective Position	Term Expires
Debra Davison	Mayor	2023
Jason Albert	Council Member	2023
Nicole Liston-Tyson	Council Member	2023
Dan Davis	Council Member	2022
Jerome Hudson	Council Member	2022
Larry Akery	Council Member	2021
Lorraine Hehn	Council Member	2021

Key Staff	Position
Kyle Jung	City Manager
Chris Thomas	Director of Finance
Bobby Gervais	City Attorney
Tammy Bell	City Secretary
Keith Traylor	Police Chief
Jay White	Director of Public Works
Annie Torres	Municipal Court Administrator

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FINANCIAL SECTION

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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and
City Council Members of the
City of Manvel, Texas:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Manvel, Texas (the "City"), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, budgetary comparison information, schedules of changes in net pension and total other postemployment benefits liability/(asset) and related ratios, and schedule of contributions, identified as Required Supplementary Information on the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section and combining statements and schedules are presented for purposes of additional analysis and are not required parts of the basic financial statements.

The combining statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

  BELT HARRIS PECHACEK, LLLP

Belt Harris Pechacek, LLLP
Certified Public Accountants
Houston, Texas
March 10, 2021

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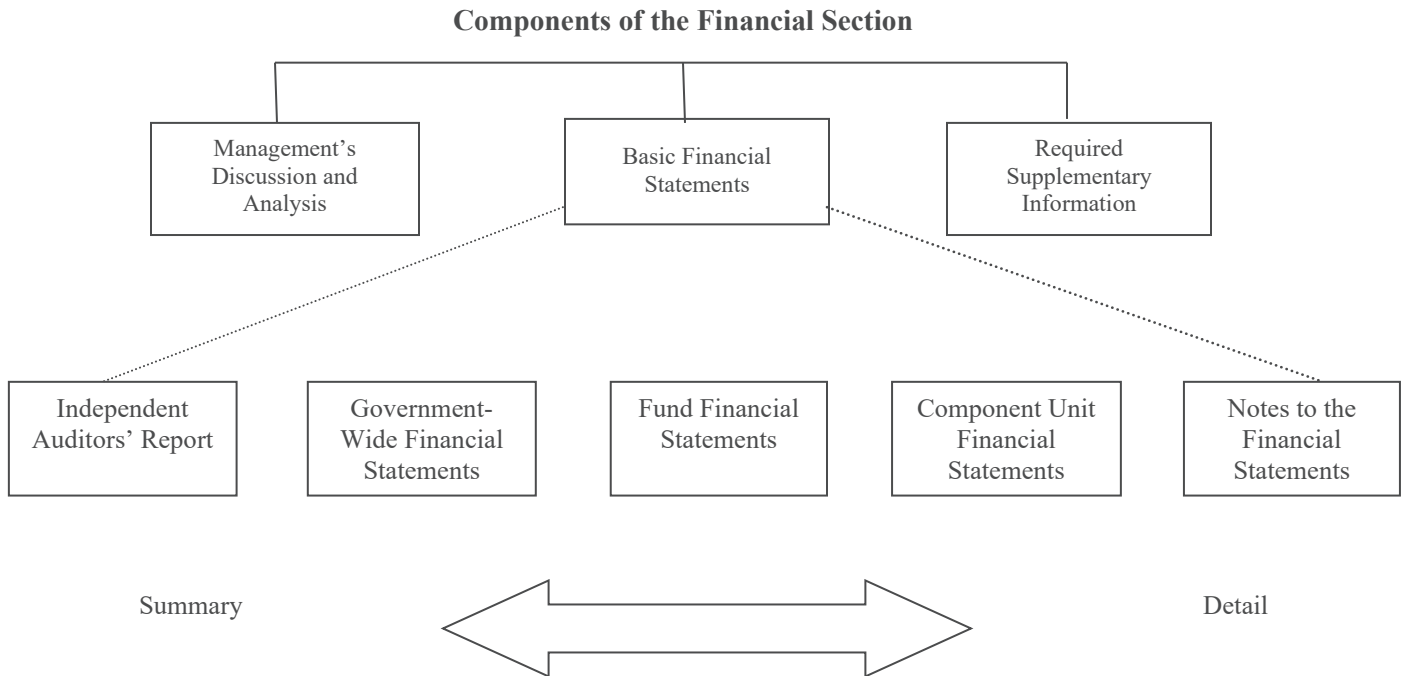
MANAGEMENT'S DISCUSSION AND ANALYSIS

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CITY OF MANVEL, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2020

The purpose of the Management's Discussion and Analysis (MD&A) is to give the readers an objective and easily readable analysis of the financial activities of the City of Manvel, Texas (the "City") for the year ended September 30, 2020. The analysis is based on currently known facts, decisions, or economic conditions. It presents short and long-term analysis of the City's activities, compares current year results with those of the prior year, and discusses the positive and negative aspects of that comparison. Please read the MD&A in conjunction with the City's financial statements, which follow this section.

THE STRUCTURE OF OUR ANNUAL REPORT



The City's basic financial statements include (1) government-wide financial statements, (2) individual fund financial statements, and (3) notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-Wide Statements

The government-wide statements report information for the City as a whole. These statements include transactions and balances relating to all assets, including infrastructure capital assets. These statements are designed to provide information about cost of services, operating results, and financial position of the City as an economic entity. The Statement of Net Position and the Statement of Activities, which appear first in the City's financial statements, report information on the City's activities that enable the reader to understand the financial condition of the City. These statements are prepared using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account even if cash has not yet changed hands.

The Statement of Net Position presents information on all of the City's assets, liabilities, and deferred outflows/inflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Other nonfinancial factors, such as the City's property tax base and the condition of the City's infrastructure, need to be considered in order to assess the overall health of the City.

CITY OF MANVEL, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
For the Year Ended September 30, 2020

The Statement of Activities presents information showing how the City's net position changed during the most recent year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows using the accrual method rather than modified accrual that is used in the fund level statements.

The Statement of Net Position and the Statement of Activities divide the City's financials into two classes of activities:

1. *Governmental Activities* – Most of the City's basic services are reported here including general government; public safety; public works; information technology; and library, parks, and recreation. Interest payments on the City's debt are also reported here. Sales tax, property tax, franchise fees, municipal court fines, and permit fees finance most of these activities.
2. *Business-Type Activities* – Services involving a fee for those services are reported here. These services include the City's water distribution and wastewater collection/treatment.

The government-wide financial statements include not only the City itself (known as the primary government), but also a legally separate economic development corporation, for which the City is financially accountable. Financial information for this component unit is reported separately from the financial information presented for the primary government itself.

The government-wide financial statements can be found after the MD&A.

FUND FINANCIAL STATEMENTS

Funds may be considered as operating companies of the parent corporation, which is the City. They are usually segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance related legal reporting requirements. The two categories of City funds are governmental and proprietary.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as *on balances of spendable resources* available at the end of the year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains 12 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, the debt service fund, and the capital projects fund, which are considered to be major funds for reporting purposes.

CITY OF MANVEL, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
For the Year Ended September 30, 2020

The City adopts an annual appropriated budget for its general fund, debt service fund, hotel taxes fund, court security fund, court technology fund, TIRZ No. 3 fund, South Manvel Redevelopment Authority fund, community impact fund, park fund, and the PEG fees fund. Budgetary comparison schedules have been provided for these funds to demonstrate compliance with the budgets.

Proprietary Funds

The City maintains two types of proprietary funds. The enterprise fund is used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses the enterprise fund to account for its water distribution and wastewater collection/treatment. The proprietary fund financial statements provide separate information for the water distribution and wastewater collection/treatment operations. The basic proprietary fund financial statements can be found in the basic financial statements of this report.

The City also uses an internal service fund to account for vehicle and equipment replacement costs. This internal service fund has been included within governmental activities in the government-wide financial statements.

Notes to Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes are the last section of the basic financial statements.

Other Information

In addition to basic financial statements, MD&A, and accompanying notes, this report also presents certain Required Supplementary Information (RSI). The RSI includes a budgetary comparison schedule for the general fund and schedules of changes in net pension and total other postemployment benefits liability/(asset) and related ratios and the schedule of contributions for the Texas Municipal Retirement System. RSI can be found after the notes to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of the City's financial position. Assets and deferred outflows of resources exceed liabilities and deferred inflows of resources by \$26,908,694 as of year end for the primary government. A portion of the City's net position, 54%, reflects its investments in capital assets (e.g., land, buildings, equipment, streets, and drainage systems) less any debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the assets themselves cannot be used to liquidate these liabilities.

CITY OF MANVEL, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
For the Year Ended September 30, 2020

Statement of Net Position

The following table reflects the condensed Statement of Net Position:

	Governmental Activities		Business-Type Activities		Reconciliation		Reconciled Total Primary Government	
	2020	2019	2020	2019	2020	2019	2020	2019
Current and other assets	\$ 27,231,616	\$ 25,034,766	\$ 577,838	\$ 280,952	\$ -	\$ -	\$ 27,809,454	\$ 25,315,718
Capital assets, net	14,482,561	9,276,527	10,979,418	10,821,095	-	-	25,461,979	20,097,622
Total Assets	41,714,177	34,311,293	11,557,256	11,102,047	-	-	53,271,433	45,413,340
Deferred charge on refunding	8,150	9,508	-	-	-	-	8,150	9,508
Deferred outflows - pensions	280,919	419,991	17,912	24,765	-	-	298,831	444,756
Deferred outflows - OPEB	19,607	5,792	-	-	-	-	19,607	5,792
Total Deferred Outflows of Resources	308,676	435,291	17,912	24,765	-	-	326,588	460,056
Long-term liabilities	24,489,871	22,353,275	22,737	55,748	-	-	24,512,608	22,409,023
Other liabilities	1,894,520	1,836,285	155,600	123,718	-	-	2,050,120	1,960,003
Total Liabilities	26,384,391	24,189,560	178,337	179,466	-	-	26,562,728	24,369,026
Deferred inflows- pensions	112,987	24,758	7,866	1,713	-	-	120,853	26,471
Deferred inflows- OPEB	5,746	4,684	-	-	-	-	5,746	4,684
Total Deferred Inflows of Resources	118,733	29,442	7,866	1,713	-	-	126,599	31,155
Net Position:								
Net investment in capital assets	5,017,621	3,695,245	10,979,418	10,821,095	(1,388,578)	(1,983,403)	14,608,461	12,532,937
Restricted	5,381,947	4,437,753	-	-	-	-	5,381,947	4,437,753
Unrestricted	5,120,161	2,394,584	409,547	124,538	1,388,578	1,983,403	6,918,286	4,502,525
Total Net Position	\$ 15,519,729	\$ 10,527,582	\$ 11,388,965	\$ 10,945,633	\$ -	\$ -	\$ 26,908,694	\$ 21,473,215

A portion of the primary government's net position, \$5,381,947, represents resources that are subject to restrictions on how they may be used. The remaining balance of unrestricted net position, \$6,918,286, may be used to meet the City's ongoing obligation to citizens and creditors. Net position increased by \$5,435,479 compared to the prior year.

The City has issued and repaid debt in its governmental activities for which the proceeds were used to construct capital assets for the business-type activities. With one activity carrying the capital asset and another carrying the debt, the result is an unusual net position presentation. The City has included a reconciliation column in the Statement of Net Position adjusting the net investment in capital assets. Net debt associated with governmental activities, in the amount of \$1,388,578, is being used to finance capital assets reported in business-type activities. Accordingly, this amount has been added back to unrestricted net position and deducted from net investment in capital assets in total for the primary government.

Compared to the prior year, current and other assets increased from an increase in cash and cash equivalents resulting from an operating surplus and the issuance of new debt and grants receivables from the Coronavirus Relief Funds grant. Capital assets increased due to the current year construction and purchase of various capital assets. Long-term liabilities increased due to issuance of new debt. Other liabilities increased due to an increase in accounts payable related to various outstanding projects.

CITY OF MANVEL, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
For the Year Ended September 30, 2020

Statement of Activities

The following table provides a summary of the City's changes in net position:

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2020	2019	2020	2019	2020	2019
Revenues						
Program revenues:						
Charges for services	\$ 4,092,787	\$ 3,386,848	\$ 910,390	\$ 720,495	\$ 5,003,177	\$ 4,107,343
Operating grants and contributions	745,380	107,369	-	-	745,380	107,369
General revenues:						
Property taxes	5,446,299	5,150,900	-	-	5,446,299	5,150,900
Sales taxes	1,885,016	1,666,969	-	-	1,885,016	1,666,969
Other taxes and fees	636,098	668,718	-	-	636,098	668,718
Investment earnings	234,148	494,453	-	336	234,148	494,789
Gain on disposal of capital assets	19,000	17,299	-	-	19,000	17,299
Other revenues	71,031	268,758	-	-	71,031	268,758
Total Revenues	13,129,759	11,761,314	910,390	720,831	14,040,149	12,482,145
Expenses						
General government	1,881,713	2,511,525	-	-	1,881,713	2,511,525
Public safety	3,270,798	2,965,886	-	-	3,270,798	2,965,886
Public works	1,152,094	1,910,204	-	-	1,152,094	1,910,204
Library, parks, and recreation	90,050	84,113	-	-	90,050	84,113
Information technology	302,780	-	-	-	302,780	-
Interest on long-term debt	710,976	629,435	-	-	710,976	629,435
Water and sewer	-	-	1,196,259	1,251,983	1,196,259	1,251,983
Total Expenses	7,408,411	8,101,163	1,196,259	1,251,983	8,604,670	9,353,146
Increase (Decrease) in Net Position Before Transfers	5,721,348	3,660,151	(285,869)	(531,152)	5,435,479	3,128,999
Transfers in (out)	(729,201)	(826,706)	729,201	826,706	-	-
Change in Net Position	4,992,147	2,833,445	443,332	295,554	5,435,479	3,128,999
Beginning net position	10,527,582	7,694,137	10,945,633	10,650,079	21,473,215	18,344,216
Ending Net Position	\$ 15,519,729	\$ 10,527,582	\$ 11,388,965	\$ 10,945,633	\$ 26,908,694	\$ 21,473,215

For the year ended September 30, 2020, revenues from governmental activities totaled \$13,129,759. Revenues increased \$1,368,445 compared to the prior year. This increase was largely due to an increase in charges for services from an increase in permits issued, plan reviews and right-of way revenues for pipeline crossing fees, an increase in property tax revenues resulting from an increase in the assessed values of properties within the City, and an increase in sales tax funds received from the State. These increases were partially offset by the decrease in investment earnings and other revenues from a prior year right-of-way sale.

CITY OF MANVEL, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
For the Year Ended September 30, 2020

For the year ended September 30, 2020, expenses for governmental activities totaled \$7,408,411. Total expenses decreased \$692,752 compared to the prior year, which can be attributed primarily to decreases in personnel costs, contracted inspections, and street reconstruction projects.

Business-type activities net position increased by \$443,332. Current year revenues increased \$189,559 compared to the prior year mainly due to an increase in total billings due to an increase in consumption. Current year expenses decreased by \$55,724 primarily due to a decrease in repair and maintenance costs.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, fund accounting is used to demonstrate and ensure compliance with finance-related legal requirements.

Governmental Funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the City's net resources available for spending at the end of the year.

The City's governmental funds reflect a combined fund balance of \$24,741,608. Of this, \$394,628 is restricted for debt service, \$818,747 is restricted by enabling legislation, \$381,638 is restricted for a tax increment reinvestment zone, \$15,106,760 is restricted for capital projects, \$786,376 is restricted for special projects, \$291,798 is committed for road maintenance, \$272,282 is nonspendable in the form of prepaid items, and \$6,689,379 is unassigned.

The general fund had an increase in fund balance of \$2,612,030. The general fund reported a fund balance of \$6,983,272. The general fund total fund balance makes up approximately 98 percent of the annual general fund expenditures. Compared to the prior year, revenues increased \$1,760,060 due to an increase in property tax revenues related to an increase in the assessed values of properties within the City, as well as increases in permits issued, plan reviews, right-of-way revenues. Expenditures decreased \$46,967 compared to the prior year. This decrease was the result of decreases public works expenditures due to a decrease in street and sidewalk repairs.

The debt service fund had an increase in fund balance of \$60,030 largely due to property tax revenues collected being greater than the debt service payments.

The capital projects fund had a fund balance of \$15,376,947 which was a decrease of \$778,699 compared to the prior year due to an increase in capital improvement cost.

Proprietary Funds – The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

GENERAL FUND BUDGETARY HIGHLIGHTS

Actual revenues were more than the final budgeted revenues by \$1,188,323 during the year largely due to more revenue from licenses and permits and intergovernmental. General fund expenditures were less than the final budget by \$1,354,058 during the year mainly due to positive budget variances in public safety, general government, and public works.

CITY OF MANVEL, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
For the Year Ended September 30, 2020

CAPITAL ASSETS

At the end of the year, the City's governmental and business-type activities had invested \$25,461,979 in a variety of capital assets and infrastructure (net of accumulated depreciation). This represents a net increase of \$5,364,357 from the prior year.

Major capital asset events during the year included the following:

- Purchased 115.5 acres of land on Jordan Rd. for \$3,226,452
- Purchased 10 acres of land for the City Complex for \$400,233
- City Hall Building costs for \$1,869,394
- Cemetery Road waterline loop costs for \$360,450
- Purchased one Freightliner for \$110,388
- Purchased one John Deere backhoe for \$99,500

More detailed information about the City's capital assets is presented in note III. C. to the financial statements.

LONG-TERM DEBT

At the end of the current year, the City had total general obligation bonds, certificates of obligation, and tax anticipation notes outstanding of \$22,755,000. Of this amount, \$1,390,000 represents general obligation bonds, \$21,045,000 represents certificates of obligation, and \$320,000 represents tax anticipation notes.

More detailed information about the City's long-term liabilities is presented in note III. D. to the financial statements.

COVID-19

The continued spread of the COVID-19 pandemic has given a rise in uncertainties that may have a significant negative impact on the operating activities and results of the City. The occurrence and extent of such impact will depend on future developments, including (i) the duration and spread of the virus, (ii) government quarantine measures, (iii) the effects on the financial markets, and (iv) the effects on the economy overall, all of which are uncertain.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The City Council approved a \$10,693,393 general fund budget for the 2020-2021 fiscal year. This is a 22.4% increase in revenues and expenditures from the prior year amended budget. The tax rate adopted for the fiscal year 2020-2021 budget will be \$0.61 per \$100 in property valuation, which is a 4.7% decrease compared with fiscal year 2019-2020. The budget will raise more revenue from property taxes than last year's budget by \$500,000 due to property appraisal value increases and new property added to the tax roll.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the City's finances. Questions concerning this report or requests for additional financial information should be directed to the Finance Director, City of Manvel, 20025 Morris Avenue, Manvel, Texas 77578 or by telephone at 281.489.0630.

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BASIC FINANCIAL STATEMENTS

CITY OF MANVEL, TEXAS

STATEMENT OF NET POSITION

September 30, 2020

Primary Government

	Governmental Activities	Business-Type Activities	Reconciliation	Total
Assets				
Cash and cash equivalents	\$ 12,328,435	\$ 408,953	\$ -	\$ 12,737,388
Receivables, net	1,254,578	76,818	-	1,331,396
Due from other governments	-	4,091	-	4,091
Internal balances	20,150	(20,150)	-	-
Prepaid items	272,282	24	-	272,306
Restricted assets:				
Cash and investments	13,356,171	108,102	-	13,464,273
Total Current Assets	27,231,616	577,838	-	27,809,454
Noncurrent assets				
Nondepreciable	9,950,923	2,402,652	-	12,353,575
Net depreciable	4,531,638	8,576,766	-	13,108,404
Total Noncurrent Assets	14,482,561	10,979,418	-	25,461,979
Total Assets	41,714,177	11,557,256	-	53,271,433
Deferred Outflows of Resources				
Deferred charge on refunding	8,150	-	-	8,150
Deferred outflows - pensions	280,919	17,912	-	298,831
Deferred outflows - OPEB	19,607	-	-	19,607
Total Deferred Outflows of Resources	308,676	17,912	-	326,588
Liabilities				
Accounts payable and accrued liabilities	722,527	47,498	-	770,025
Customer deposits	-	108,102	-	108,102
Accrued interest payable	85,226	-	-	85,226
Unearned revenue	1,086,767	-	-	1,086,767
Total Current Liabilities	1,894,520	155,600	-	2,050,120
Noncurrent liabilities:				
Long-term liabilities due within one year	1,533,834	1,063	-	1,534,897
Long-term liabilities due in more than one year	21,902,927	118	-	21,903,045
Net pension liability	969,617	21,556	-	991,173
Total OPEB liability	83,493	-	-	83,493
Total Noncurrent Liabilities	24,489,871	22,737	-	24,512,608
Total Liabilities	26,384,391	178,337	-	26,562,728
Deferred Inflows of Resources				
Deferred inflows - pensions	112,987	7,866	-	120,853
Deferred inflows - OPEB	5,746	-	-	5,746
Total Deferred Inflows of Resources	118,733	7,866	-	126,599
Net Position				
Net investment in capital assets	5,017,621	10,979,418	(1,388,578)	14,608,461
Restricted for:				
Debt service	394,628	-	-	394,628
Enabling legislation	818,747	-	-	818,747
Tax increment reinvestment zone	381,638	-	-	381,638
Special projects	786,376	-	-	786,376
Capital projects	3,000,558	-	-	3,000,558
Manvel Economic Development Corporation	-	-	-	-
Unrestricted	5,120,161	409,547	1,388,578	6,918,286
Total Net Position	\$ 15,519,729	\$ 11,388,965	\$ -	\$ 26,908,694

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CITY OF MANVEL, TEXAS

STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2020

Functions/Programs	Expenses	Program Revenues	
		Charges for Services	Operating Grants and Contributions
Primary Government			
Governmental Activities			
General government	\$ 1,881,713	\$ -	\$ 743,415
Public safety	3,270,798	297,101	1,965
Public works	1,152,094	3,795,686	-
Library, parks, and recreation	90,050	-	-
Information technology	302,780	-	-
Interest and fiscal agent fees on long-term debt	710,976	-	-
Total Governmental Activities	<u>7,408,411</u>	<u>4,092,787</u>	<u>745,380</u>
Business-Type Activities			
Water and sewer	1,196,259	910,390	-
Total Business-Type Activities	<u>1,196,259</u>	<u>910,390</u>	<u>-</u>
Total Primary Government	<u>\$ 8,604,670</u>	<u>\$ 5,003,177</u>	<u>\$ 745,380</u>
Component Unit			
Manvel Economic Development Corporation	\$ 860,219	\$ -	\$ -
Total Component Unit	<u>\$ 860,219</u>	<u>\$ -</u>	<u>\$ -</u>

General Revenues:

Taxes
 Property taxes
 Sales taxes
 Other taxes and fees
 Investment earnings
 Other revenues
 Gain on disposal of capital assets
 Transfers

Total General Revenues and Transfers

Change in Net Position

Beginning net position

Ending Net Position

See Notes to Financial Statements.

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Net (Expense) Revenue and Changes in Net Position			Component
Primary Government			Unit
Governmental Activities	Business-Type Activities	Total	Manvel Economic Dev. Corp.
\$ (1,138,298)	\$ -	\$ (1,138,298)	\$ -
(2,971,732)	-	(2,971,732)	-
2,643,592	-	2,643,592	-
(90,050)	-	(90,050)	-
(302,780)	-	(302,780)	-
(710,976)	-	(710,976)	-
(2,570,244)	-	(2,570,244)	-
-	(285,869)	(285,869)	-
-	(285,869)	(285,869)	-
(2,570,244)	(285,869)	(2,856,113)	-
-	-	-	(860,219)
-	-	-	(860,219)
5,446,299	-	5,446,299	-
1,885,016	-	1,885,016	940,705
636,098	-	636,098	-
234,148	-	234,148	16,280
71,031	-	71,031	-
19,000	-	19,000	-
(729,201)	729,201	-	-
7,562,391	729,201	8,291,592	956,985
4,992,147	443,332	5,435,479	96,766
10,527,582	10,945,633	21,473,215	2,603,359
\$ 15,519,729	\$ 11,388,965	\$ 26,908,694	\$ 2,700,125

CITY OF MANVEL, TEXAS

BALANCE SHEET

GOVERNMENTAL FUNDS

September 30, 2020

	General	Debt Service	Capital Projects	Nonmajor Governmental
<u>Assets</u>				
Cash and cash equivalents	\$ 7,666,883	\$ 394,628	\$ 1,696,069	\$ 1,968,798
Restricted cash and cash equivalents	-	-	13,356,171	-
Receivables, net	1,203,827	19,488	13,300	17,963
Due from other funds	57,725	-	350,000	-
Prepaid items	2,095	-	270,187	-
Total Assets	\$ 8,930,530	\$ 414,116	\$ 15,685,727	\$ 1,986,761
<u>Liabilities</u>				
Accounts payable and accrued liabilities	\$ 451,322	\$ -	\$ 271,205	\$ -
Due to other funds	350,000	-	37,575	-
Unearned revenue	1,086,767	-	-	-
Total Liabilities	1,888,089	-	308,780	-
<u>Deferred Inflows of Resources</u>				
Unavailable revenue - property taxes	59,169	19,488	-	-
Total Deferred Inflows of Resources	59,169	19,488	-	-
<u>Fund Balances</u>				
Nonspendable:				
Prepaid items	2,095	-	270,187	-
Restricted for:				
Debt service	-	394,628	-	-
Enabling legislation	-	-	-	818,747
Tax increment reinvestment zone	-	-	-	381,638
Capital projects	-	-	15,106,760	-
Special projects	-	-	-	786,376
Committed for:				
Road maintenance	291,798	-	-	-
Unassigned	6,689,379	-	-	-
Total Fund Balances	6,983,272	394,628	15,376,947	1,986,761
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 8,930,530	\$ 414,116	\$ 15,685,727	\$ 1,986,761

See Notes to Financial Statements.

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**Total
Governmental
Funds**

\$	11,726,378
	13,356,171
	1,254,578
	407,725
	272,282
\$	27,017,134

\$	722,527
	387,575
	1,086,767
	2,196,869

	78,657
	78,657

272,282

394,628
818,747
381,638
15,106,760
786,376

	291,798
	6,689,379
	24,741,608

\$	27,017,134
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CITY OF MANVEL, TEXAS
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
For the Year Ended September 30, 2020

Total fund balances – total governmental funds	\$ 24,741,608
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Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not current financial resources and, therefore, not reported in the governmental funds.

Capital assets – nondepreciable	9,950,923
Capital assets – net depreciable	4,120,277

The issuance of long-term debt (e.g., bonds, certificates of obligation, etc.) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued; whereas, these amounts are deferred and amortized in the Statement of Activities.

Deferred charge on refunding	8,150
Accrued interest	(85,226)

Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the governmental funds.

78,657

An internal service fund is used by management to charge the costs of certain capital assets and maintenance to individual funds. The assets and liabilities of the internal service fund are included in the governmental activities in the Statement of Net Position.

1,013,418

Some items reported in the Statement of Net Position do not require the use of current financial resources and, therefore, are not reported within governmental funds.

Noncurrent liabilities due in one year	(1,533,834)
Noncurrent liabilities due in more than one year	(21,902,927)
Net pension liability	(969,617)
Total OPEB liability	(83,493)
Deferred outflows - pensions	280,919
Deferred outflows - OPEB	19,607
Deferred inflows - pensions	(112,987)
Deferred inflows - OPEB	(5,746)

Net Position of Governmental Activities	\$ 15,519,729
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See Notes to Financial Statements.

CITY OF MANVEL, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2020

	General	Debt Service	Capital Projects	Nonmajor Governmental
<u>Revenues</u>				
Property taxes	\$ 3,560,762	\$ 1,831,691	\$ -	\$ 78,945
Sales taxes	1,878,274	-	-	6,742
Other taxes and fees	561,025	-	-	75,073
Charges for services	28,423	-	-	464,130
Licenses and permits	3,303,133	-	-	-
Fines and forfeitures	280,838	-	-	16,263
Intergovernmental	656,041	89,339	1,200,000	-
Investment earnings	62,550	13,390	148,681	9,527
Other revenues	71,031	-	-	-
Total Revenues	10,402,077	1,934,420	1,348,681	650,680
<u>Expenditures</u>				
Current:				
General government	2,605,569	-	-	48,141
Public safety	3,218,197	-	-	-
Public works	951,318	-	-	-
Library, parks, and recreation	80,915	-	-	-
Information technology	293,297	-	-	-
Capital outlay	-	-	6,329,122	-
Debt service:				
Principal	-	1,215,000	-	-
Interest and fiscal charges	-	659,390	-	-
Issuance costs	-	-	92,452	-
Total Expenditures	7,149,296	1,874,390	6,421,574	48,141
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,252,781	60,030	(5,072,893)	602,539
<u>Other Financing Sources (Uses)</u>				
Transfers in	-	-	700,000	111,055
Transfers (out)	(640,751)	-	-	(486,055)
Bond proceeds	-	-	3,445,000	-
Bond premium	-	-	149,194	-
Total Other Financing Sources (Uses)	(640,751)	-	4,294,194	(375,000)
Net Change in Fund Balances	2,612,030	60,030	(778,699)	227,539
Beginning fund balances	4,371,242	334,598	16,155,646	1,759,222
Ending Fund Balances	\$ 6,983,272	\$ 394,628	\$ 15,376,947	\$ 1,986,761

See Notes to Financial Statements.

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Total Governmental Funds	
\$	5,471,398
	1,885,016
	636,098
	492,553
	3,303,133
	297,101
	1,945,380
	234,148
	71,031
	14,335,858

	2,653,710
	3,218,197
	951,318
	80,915
	293,297
	6,329,122
	1,215,000
	659,390
	92,452
	15,493,401

	(1,157,543)

	811,055
	(1,126,806)
	3,445,000
	149,194
	3,278,443

	2,120,900
	22,620,708
\$	
	24,741,608

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CITY OF MANVEL, TEXAS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2020

Amounts reported for governmental activities in the Statement of Activities are different because:

Net changes in fund balances - total governmental funds	\$ 2,120,900
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Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	5,469,555
Depreciation expense	(375,832)

Accounts payable and accrued liabilities are not reported as revenues in the funds.

Property taxes	(25,099)
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The issuance of long-term debt (e.g., bonds, leases, certificates of obligation) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when they are first issued, whereas these amounts are deferred and amortized in the Statement of Activities.

Bond issuance	(3,445,000)
Premium	(149,194)
Amortization of premium	27,043
Amortization of deferred charge	(1,358)
Accrued interest	15,181
Principal payments	1,215,000

Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds. These adjustments reflect the net changes in pension and other postemployment benefits activity and compensated absences.

Net pension liability	283,228
Total OPEB liability	(22,000)
Deferred outflows - pensions	(6,960)
Deferred outflows - OPEB	13,815
Deferred inflows - pensions	(220,341)
Deferred inflows - OPEB	(1,062)
Compensated absences	(45,673)

An internal service fund is used by management to charge the costs of certain capital assets and maintenance to individual funds. The net revenue (expense) is reported with governmental activities.

	139,944
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Change in Net Position of Governmental Activities	\$ 4,992,147
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See Notes to Financial Statements.

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CITY OF MANVEL, TEXAS

STATEMENT OF NET POSITION

PROPRIETARY FUNDS

September 30, 2020

	Business-Type Activities Enterprise	Governmental Activities Internal Service
<u>Assets</u>		
Current assets:		
Cash and cash equivalents	\$ 408,953	\$ 602,057
Receivables, net	76,818	-
Due from other governments	4,091	-
Prepaid items	24	-
Total Current Assets	489,886	602,057
Restricted cash and cash equivalents:		
Customer deposits	108,102	-
Noncurrent assets:		
Capital assets:		
Land	2,349,652	-
Construction in progress	53,000	-
Water/sewer system	10,948,379	-
Machinery and equipment	227,189	982,423
Less: accumulated depreciation	(2,598,802)	(571,062)
Total Noncurrent Assets	10,979,418	411,361
Total Assets	11,577,406	1,013,418
<u>Deferred Outflows of Resources</u>		
Deferred outflows - pensions	17,912	-
Total Deferred Outflows of Resources	17,912	-
<u>Liabilities</u>		
Current liabilities:		
Accounts payable and accrued liabilities	47,498	-
Due to other funds	20,150	-
Customer deposits	108,102	-
Total Current Liabilities	175,750	-
Noncurrent liabilities:		
Net pension liability	21,556	-
Long-term debt due in one year	1,063	-
Long-term debt due in more than one year	118	-
Total Noncurrent Liabilities	22,737	-
Total Liabilities	198,487	-
<u>Deferred Inflows of Resources</u>		
Deferred inflows - pensions	7,866	-
<u>Net Position</u>		
Net investment in capital assets	10,979,418	411,361
Unrestricted	409,547	602,057
Total Net Position	\$ 11,388,965	\$ 1,013,418

See Notes to Financial Statements.

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CITY OF MANVEL, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the Year Ended September 30, 2020

	Business-Type Activities Enterprise	Governmental Activities Internal Service
<u>Operating Revenues</u>		
Water charges	\$ 396,677	\$ -
Sewer charges	390,841	-
Other revenues	122,872	264,999
Total Operating Revenues	910,390	264,999
<u>Operating Expenses</u>		
Personnel services	138,763	-
Utilities	64,468	-
Supplies	122,330	-
Repair and maintenance	602,071	-
Depreciation	268,627	144,055
Total Operating Expenses	1,196,259	144,055
Operating Income (Loss)	(285,869)	120,944
Income (Loss) Before Contributions and Transfers	(285,869)	120,944
<u>Contributions and Transfers</u>		
Capital contributions	413,450	-
Transfers in	315,751	-
Gain on sale of capital assets	-	19,000
Total Contributions and Transfers	729,201	19,000
Change in Net Position	443,332	139,944
Beginning net position	10,945,633	873,474
Ending Net Position	\$ 11,388,965	\$ 1,013,418

See Notes to Financial Statements.

CITY OF MANVEL, TEXAS

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS (Page 1 of 2)

For the Year Ended September 30, 2020

	<u>Business-Type Activities</u> <u>Enterprise</u>	<u>Governmental Activities</u> <u>Internal Service</u>
<u>Cash Flows from Operating Activities</u>		
Receipts from customers and users	\$ 931,992	\$ 264,999
Payments to suppliers	(814,192)	-
Payments to employees	(138,763)	-
Net Cash Provided (Used) by Operating Activities	<u>(20,963)</u>	<u>264,999</u>
<u>Cash Flows from Noncapital Financing Activities</u>		
Transfer in	315,751	-
Trade in credits on disposed assets	-	-
Net Cash Provided by Noncapital Financing Activities	<u>315,751</u>	<u>-</u>
<u>Cash Flows from Capital and Related Financing Activities</u>		
Purchase of capital assets	(13,500)	(237,366)
Net Cash (Used) by Capital and Related Financing Activities	<u>(13,500)</u>	<u>(237,366)</u>
Net Increase in Cash and Cash Equivalents	281,288	27,633
Beginning cash and cash equivalents	<u>235,767</u>	<u>574,424</u>
Ending Cash and Cash Equivalents	<u><u>\$ 517,055</u></u>	<u><u>\$ 602,057</u></u>
Ending Cash and Cash Equivalents:		
Unrestricted cash and cash equivalents	\$ 408,953	\$ 602,057
Restricted cash and cash equivalents	<u>108,102</u>	<u>-</u>
	<u><u>\$ 517,055</u></u>	<u><u>\$ 602,057</u></u>

CITY OF MANVEL, TEXAS

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS (Page 2 of 2)

For the Year Ended September 30, 2020

	<u>Business-Type Activities Enterprise</u>	<u>Governmental Activities Internal Service</u>
<u>Reconciliation of Operating Income (Loss)</u>		
<u>to Net Cash Provided (Used) by Operating Activities</u>		
Operating income (loss)	\$ (285,869)	\$ 120,944
Adjustments to Reconcile Operating Income		
(Loss) to Net Cash Provided (Used)		
by Operating Activities:		
Depreciation	268,627	144,055
Changes in Operating Assets and Liabilities:		
(Increase) Decrease in:		
Accounts receivable	(15,574)	-
Prepaid items	(24)	-
Deferred outflows - pensions	6,853	-
Increase (Decrease) in:		
Accounts payable and accrued liabilities	(13,415)	-
Net pension liability	(18,061)	-
Customer deposits	30,347	-
Deferred inflows - pensions	6,153	-
Net Cash Provided (Used) by Operating Activities	<u>\$ (20,963)</u>	<u>\$ 264,999</u>
Nonoperating Activities:		
Capital contributions	\$ 413,450	\$ -
Trade in credits on disposed assets	<u>-</u>	<u>19,000</u>
Net Cash Provided by Nonoperating Activities	<u>\$ 413,450</u>	<u>\$ 19,000</u>

See Notes to Financial Statements.

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CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2020

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The City of Manvel (the “City”) is a political subdivision of the State of Texas (the “State”) and is considered a primary government. The voters elected on May 14, 2011 to adopt a Home Rule Charter for the City, and the election was canvassed on May 23, 2011. The municipal government provided by the Charter shall be known as a “Council-Manager” form of government. Pursuant to the provisions of, and subject only to the limitations imposed by, the state constitution, state laws, and the charter, all powers of the City shall be vested in an elective council, hereinafter referred to as the “City Council” or the “Council”, which consists of a mayor and six Council members. The Council, by majority vote of the entire Council, shall appoint a City manager, who shall be the chief administrative officer of the City. The City appointed a full-time City manager on January 16, 2012.

The City provides the following services: public safety; public works; library, parks, and recreation; information technology; water and sewer; economic development; and general administrative services.

The City is an independent political subdivision of the State and is considered a primary government. As required by generally accepted accounting principles, these basic financial statements have been prepared based on considerations regarding the potential for inclusion of other entities, organizations, or functions as part of the City’s financial reporting entity. The component units as listed below, although legally separate, are considered part of the reporting entity. No other entities have been included in the City’s reporting entity. Additionally, as the City is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other type of reporting entity.

Considerations regarding the potential for inclusion of other entities, organizations, or functions in the City’s financial reporting entity are based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the City is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining that the City’s financial reporting entity status is that of a primary government are that it has a separately elected governing body, it is a legally separate entity, and it is fiscally independent of other state and local governments. Additionally, prescribed criteria under generally accepted accounting principles include considerations pertaining to organizations for which the primary government is financially accountable, and considerations pertaining to organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete.

Discretely Presented Component Units

Manvel Economic Development Corporation

The Manvel Economic Development Corporation (the “Corporation”) has been included in the reporting entity as a discretely presented component unit. The mission of the Corporation is to promote economic development within the City and surrounding areas. In 1998, the City’s voters authorized a 0.5% increase in the City’s sales tax rate to provide funding for the Corporation. The Board of Directors (the “Board”) of the Corporation is appointed and may be terminated by City Council. The Board is comprised of seven directors elected to serve two-year terms. The Corporation is required to prepare an annual budget that is approved by City Council. As a discretely presented component unit, the Corporation is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the City.

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CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

Manvel Cultural Education Facilities Finance Corporation

The Manvel Cultural Education Facilities Finance Corporation (MCEFFC) was organized on September 23, 2002 pursuant to the Texas Cultural Education Facilities Finance Corporation Act. The members of the Board are appointed by City Council. The MCEFFC does not pass an annual budget and has a September 30 year end. The MCEFFC issues bonds to finance or refinance educational facilities. The borrower receives a more favorable interest rate and the MCEFFC receives a fee for issuing these bonds. These bonds are limited obligations of the MCEFFC, payable solely from revenues received by the MCEFFC pursuant to a loan agreement by and between the MCEFFC and the borrower, as further secured by a deed of trust on certain real property of the borrower securing payments under such loan agreements. Therefore, the MCEFFC has no responsibility for the payment of this debt. The related loan agreements and bonds payable have not been recorded in the financial statements of the City. The only activity reported in the financial statements of the City are fees relating to issuance of the debt obligations. These fees are reported in the City's general fund. The City did not report any activities for the MCEFFC during fiscal year 2020.

Manvel Education Facilities Corporation

The Manvel Education Facilities Corporation (MEFC) was organized on June 12, 2001 pursuant to the Higher Education Authority Act. The members of the Board are appointed by City Council. The MEFC does not pass an annual budget and has a September 30 year end. The MEFC issues bonds to finance or refinance educational facilities. The borrower receives a more favorable interest rate and the MEFC receives a fee for issuing these bonds. These bonds are limited obligations of the MEFC, payable solely from revenues received by the MEFC pursuant to a loan agreement by and between the MEFC and the borrower, as further secured by a deed of trust on certain real property of the borrower securing payments under such loan agreements. Therefore, the MEFC has no responsibility for the payment of this debt. The related loan agreements and bonds payable have not been recorded in the financial statements of the City. The only activity reported in the financial statements of the City are fees relating to issuance of the debt obligations. These fees are reported in the City's general fund. The City did not report any activities for the MEFC during fiscal year 2020.

Blended Component Units

Tax Increment Reinvestment Zone Number Three

During fiscal year 2010, the City passed an ordinance creating a tax increment reinvestment zone ("TIRZ No. 3"), in accordance with Section 311.005 of the Texas Tax Code. TIRZ No. 3 consists of approximately 2,403.78 acres, which will be developed into the Seven Oaks/Meridiana Project. TIRZ No. 3 will provide the financing and management tools needed to help stimulate the development of commercial and residential areas within TIRZ No. 3 is managed by a five member Board, of which the City Council appoints positions one through four and position five is appointed by Brazoria County. TIRZ No. 3 has a life of 40 years and has committed to 50% of its sales tax and 100% of its property tax, less cost of service, for the duration, or until dissolved by the City. Brazoria County has committed 40% of its property tax beginning in 2013 (unless an earlier date is agreed to) for a period of 30 years from the first year payment.

South Manvel Development Authority

Upon the recommendation of the TIRZ No. 3 Board, the City Council authorized the submission of an application for formation of the South Manvel Development Authority (SMDA). SMDA is organized for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the common good and general welfare of the area included in TIRZ

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

No. 3, as such boundaries may be amended from time to time, and neighboring areas and to promote, develop, encourage, and maintain housing, educational facilities, employment, commerce, and economic development in the City. SMDA was created on February 14, 2011, pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code, and Chapter 394, Texas Local Government Code. All powers of SMDA shall be vested in a board comprised of the same five Board members as TIRZ No. 3.

B. Government-Wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all nonfiduciary activities of the primary government and its component units. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, and other nonexchange transactions, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges to external customers for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

C. Basis of Presentation – Government-Wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds, while business-type activities incorporate data from the City's enterprise funds. Separate financial statements are provided for governmental funds and proprietary funds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the City's water and wastewater functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

D. Basis of Presentation – Fund Financial Statements

The fund financial statements provide information about the City's funds, including its blended component units. Separate statements for each fund category – governmental and proprietary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The City reports the following governmental funds:

The *general fund* is used to account for all financial transactions not properly includable in other funds. The principal sources of revenues include local property taxes, sales taxes, and franchise fees, licenses and permits, fines and forfeitures, and intergovernmental revenue. Expenditures include general government; public safety; public works; library, parks, and recreation; and information technology. The general fund is always considered a major fund for reporting purposes.

The *debt service fund* is used to account for the payment of interest and principal on all general obligation bonds and other long-term debt of the City. The primary source of revenue for debt service is local property taxes. The debt service fund is considered a major fund for reporting purposes.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

The *capital projects fund* is used to account for the expenditures of resources accumulated from the sales of bonds, as well as related interest earnings for capital improvement projects. The capital projects fund is considered a major fund for reporting purposes.

The *special revenue funds* are used to account for proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The special revenue funds include hotel taxes, court security, court technology, TIRZ No. 3, South Manvel Development Authority, community impact, park, and PEG fee funds. These funds are considered nonmajor funds for reporting purposes.

The City reports the following enterprise fund:

The *enterprise fund* is used to account for the operations that provide water and wastewater collection and wastewater treatment operations. The services are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses including depreciation) of providing goods or services to the general public on a continuing basis will be financed or recovered primarily through user charges. The enterprise fund is considered a major fund for reporting purposes.

Additionally, the City reports the following fund type:

The *internal service fund* accounts for services provided to other departments of the City, or to other governments, on a cost reimbursement basis. The internal service fund is used to account for vehicle and equipment costs.

During the course of operations, the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements, these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as internal balances in the business-type activities column.

E. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide and proprietary fund financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, franchise fees, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). All other revenue items are considered to be measurable and available only when cash is received by the City.

F. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Cash and Cash Equivalents

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. For the purpose of the statement of cash flows, the proprietary fund types consider temporary investments with maturity of three months or less when purchased to be cash equivalents.

2. Investments

Investments, except for certain investment pools, commercial paper, money market funds, and investment contracts, are reported at fair value. The investment pools operate in accordance with appropriate state laws and regulations and are reported at amortized cost. Money market funds, which are short-term highly liquid debt instruments that may include U.S. Treasury and agency obligations and commercial paper that have a remaining maturity of one year or less upon acquisition, are reported at amortized cost. Investments in nonparticipating interest earning contracts, such as certificates of deposit, are reported at cost.

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CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

The City has adopted a written investment policy regarding the investment of its funds as defined in the Public Funds Investment Act, Chapter 2256, Texas Government Code. In summary, the City is authorized to invest in the following:

- Direct obligations of the U.S. Government or U.S. Government agencies
- Fully collateralized certificates of deposit
- Money market mutual funds that meet certain criteria
- Bankers' acceptances
- Statewide investment pools

3. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods (prepaid expenditures) are recognized as expenditures when utilized.

4. Restricted Assets

Certain proceeds of bonds, as well as other resources set aside for specific purposes, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants or contractual agreements. Restricted assets of the capital projects fund, enterprise fund, and the Corporation are restricted by bond covenants, customers deposits, and contractual agreements.

5. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. In accordance with GASB Statement No. 34, infrastructure has been capitalized retroactively. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of three years. Major road improvements of \$50,000 or more are also recorded as capital assets. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Interest costs incurred in connection with construction of enterprise fund capital assets are capitalized when the effects of capitalization materially impact the financial statements.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Property, plant, and equipment of the primary government are depreciated using the straight-line method over the following estimated useful years.

Asset Description	Estimated Useful Life
Machinery and equipment	5 to 7 years
Buildings, improvements, and roads	10 to 60 years
Water and sewer system	55 years

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

6. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time.

Deferred outflows/inflows of resources are amortized as follows:

- Deferred outflows/inflows from pension/other postemployment benefits (OPEB) activities are amortized over the average of the expected service lives of pension/OPEB plan members, except for the net differences between the projected and actual investment earnings on the pension/OPEB plan assets, which are amortized over a period of five years.
- For employer pension/OPEB plan contributions that were made subsequent to the measurement date through the end of the City's fiscal year, the amount is deferred and recognized as a reduction to the net pension/OPEB liability during the measurement period in which the contributions were made.
- A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

At the fund level, the City has only one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue*, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from property taxes. This amount is deferred and recognized as an inflow of resources in the period that the amount becomes available.

7. Compensated Employee Absences

It is the City's policy to permit employees to accumulate earned but unused personal leave on a monthly basis up to a maximum of two times the employee's current accrual rate. Accrual rates are based upon the years of service. Compensatory time not used can also be accumulated. Non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation. Public safety employees are subject to a 480 hours cap on the accrual of compensatory time. Other employees are subject to a cap of 240 hours. Personal leave and compensatory time amounts accumulated may be paid to employees upon termination of employment or at retirement.

The estimated amount of compensation for services provided that is expected to be liquidated with expendable, available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it when it becomes due. Amounts of vested or accumulated vacation leave that are not expected to be liquidated with expendable, available financial resources are maintained separately and represent a reconciling item between the fund and government-wide presentations.

8. Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method, if material. Bonds payable are reported net of applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

The property tax rate is allocated each year between the general and debt service funds. The full amount estimated to be required for debt service on general obligation debt is provided by the tax along with interest earned in the debt service fund. Though a portion of the general obligation debt was directly related to the purchase of water and sewer infrastructure, the debt service expenditures are included in the governmental fund financial statements as they are expected to be paid from debt service tax revenues instead of water system revenues.

9. Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

10. Fund Balance Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

11. Fund Balance Policies

Fund balances of governmental funds are reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

Amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact are classified as nonspendable fund balance. Amounts that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions are classified as restricted.

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of an

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

12. Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

13. Pensions

For the purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's fiduciary net position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

14. Other Postemployment Benefits

The City participates in a single-employer, unfunded, defined benefit group-term life insurance plan operated by TMRS known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. Benefit payments are treated as being equal to the employer's yearly contributions for retirees.

G. Revenues and Expenditures/Expenses

1. Program Revenues

Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

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CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

2. Property Taxes

Property taxes are levied on October 1 of each year, are due upon receipt of the City's tax bill, and become delinquent on February 1 of the following year. The City's tax lien exists from January 1 (the assessment date) each year until the taxes are paid.

3. Proprietary Funds Operating and Nonoperating Revenues and Expenses

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise fund are charges to customers for sales and services. The enterprise fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for the enterprise fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Annual budgets are adopted on a basis consistent with generally accepted accounting principles except the capital projects fund, which adopts a project length budget. The original budget is adopted by the City Council prior to the beginning of the year. The legal level of control as defined by the charter in the approved budget is the department level. The City Manager may transfer appropriations within a department without seeking the approval of City Council. Appropriations lapse at the end of the year. Encumbrance accounting is not utilized.

III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

As of September 30, 2020, the City had the following investments:

Investment Type	Fair Value	Weighted Average Maturity (Years)
TexPool	\$ 439,983	0.10
TexSTAR	13,154,023	0.11
LOGIC	10,811,316	0.15
Total Fair Value	\$ 24,405,322	
Portfolio weighted average maturity		0.12

Interest rate risk. In accordance with its investment policy, the City manages its exposure to declines in fair values by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations.

Credit risk. The City's investment policy limits investments in public fund investment pools rated as to investment quality not less than 'AAA' or 'AAA-m', or at an equivalent rating by at least one nationally recognized rating service. As of September 30, 2020, the City's investments in investment pools were rated 'AAA' or 'AAAm' by Standard & Poor's.

Custodial credit risk – deposits. In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's investment policy requires funds on deposit at the depository bank to be collateralized by securities. As of fiscal year end, the fair market values of pledged securities and FDIC coverage were more than the bank balances.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

TexPool

TexPool was established as a trust company with the Treasurer of the State as trustee, segregated from all other trustees, investments, and activities of the trust company. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The advisory board members review the investment policy and management fee structure. Finally, Standard & Poor's rates TexPool 'AAAm'. As a requirement to maintain the rating, weekly portfolio information must be submitted to Standard & Poor's, as well as to the office of the Comptroller of Public Accounts for review.

TexPool is an external investment pool measured at amortized cost. In order to meet the criteria to be recorded at amortized cost, TexPool must transact at a stable net asset value per share and maintain certain maturity, quality, liquidity, and diversification requirements within TexPool. TexPool transacts at a net asset value of \$1.00 per share, has weighted average maturities of 60 days or less, and weighted average lives of 120 days or less. Investments held are highly rated by nationally recognized statistical rating organizations, have no more than 5% of portfolio with one issuer (excluding U.S. government securities), and can meet reasonably foreseeable redemptions. TexPool has a redemption notice period of one day and may redeem daily. TexPool's authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium, or national state of emergency that affects TexPool's liquidity.

TexSTAR

The Texas Short-Term Asset Reserve Fund (TexSTAR) is a local government investment pool organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. TexSTAR was created in April 2002 by contract among its participating governmental units and is governed by a board of directors. JPMorgan Fleming Asset Management (USA), Inc. and First Southwest Asset Management, Inc. act as co-administrators, providing investment management services, participant services, and marketing. JPMorgan Chase Bank and/or its subsidiary, J.P. Morgan Investor Services, Inc., provide custodial, transfer agency, fund accounting, and depository services.

TexSTAR is measured at amortized cost. TexSTAR's strategy is to seek preservation of principal, liquidity, and current income through investment in a diversified portfolio of short-term marketable securities. The City has no unfunded commitments related to TexSTAR. TexSTAR has a redemption notice period of one day and may redeem daily. TexSTAR's authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium, or national or state emergency that affects TexSTAR's liquidity.

LOGIC

The Local Government Investment Cooperative (LOGIC) was created in 1994 by Texas local government officials who understand the specific needs and challenges of investing public funds. LOGIC is administered by Hilltop Securities and JPMorgan Chase. Together these organizations bring to the LOGIC program the powerful partnership of two leaders in financial services with a proven track record in local government investment pool management and extensive industry resources. LOGIC was rated "AAA" by Standard & Poor's.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

B. Receivables

The following comprise receivable balances at September 30, 2020:

	Governmental Funds				Proprietary Fund	Component Unit Manvel Economic Dev. Corp.
	General	Debt Service	Capital Projects	Nonmajor Governmental	Enterprise	
Accounts	\$ 629,814	\$ -	\$ 13,300	\$ -	\$ 83,818	\$ -
Property taxes	122,549	45,652	-	-	-	-
Sales taxes	365,086	-	-	-	-	182,541
Hotel occupancy taxes	-	-	-	13,814	-	-
TIRZ#3	-	-	-	-	-	-
Franchise fees	149,758	-	-	4,149	-	-
Less Allowances	(63,380)	(26,164)	-	-	(7,000)	-
	<u>\$ 1,203,827</u>	<u>\$ 19,488</u>	<u>\$ 13,300</u>	<u>\$ 17,963</u>	<u>\$ 76,818</u>	<u>\$ 182,541</u>

C. Capital Assets

A summary of changes in capital assets for governmental activities for the year ended September 30, 2020 is as follows:

	Beginning Balance	Increases	(Decreases)	Ending Balance
Governmental Activities:				
Capital assets not being depreciated:				
Land	\$ 6,311,238	\$ 3,626,685	\$ -	\$ 9,937,923
Construction in progress	468,109	1,977,554	(2,432,663)	13,000
Total nondepreciable assets	<u>6,779,347</u>	<u>5,604,239</u>	<u>(2,432,663)</u>	<u>9,950,923</u>
Other capital assets:				
Buildings, improvements, and roads	4,601,088	2,432,663	-	7,033,751
Machinery and equipment	3,128,908	310,271	(188,589)	3,250,590
Total other capital assets	<u>7,729,996</u>	<u>2,742,934</u>	<u>(188,589)</u>	<u>10,284,341</u>
Total capital assets	<u>14,509,343</u>	<u>8,347,173</u>	<u>(2,621,252)</u>	<u>20,235,264</u>
Less accumulated depreciation for:				
Buildings, improvements, and roads	(2,957,277)	(359,017)	-	(3,316,294)
Machinery and equipment	(2,275,539)	(349,459)	188,589	(2,436,409)
Total accumulated depreciation	<u>(5,232,816)</u>	<u>(708,476)</u>	<u>188,589</u>	<u>(5,752,703)</u>
Other capital assets, net	<u>2,497,180</u>	<u>2,034,458</u>	<u>-</u>	<u>4,531,638</u>
Governmental Activities Capital Assets, Net	<u>\$ 9,276,527</u>	<u>\$ 7,638,697</u>	<u>\$ (2,432,663)</u>	<u>14,482,561</u>
			Less associated debt	(14,130,000)
			Plus unspent bond proceeds	4,665,060
			Net Investment in Capital Assets	<u>\$ 5,017,621</u>

All capital assets constructed or paid for with funds of the component units are titled in the City's name. Accordingly, component units' capital assets and construction in progress are recorded in the governmental activities totals.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

Depreciation was charged to governmental functions as follows:

General government	\$ 27,250
Public safety	110,231
Public works	426,940
Internal service	144,055
Total Governmental Activities Depreciation Expense	<u>\$ 708,476</u>

The following is a summary of changes in capital assets for business-type activities for the year ended September 30, 2020:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>(Decreases)</u>	<u>Ending Balance</u>
Business-Type Activities:				
Capital assets not being depreciated:				
Land	\$ 2,349,652	\$ -	\$ -	\$ 2,349,652
Construction in progress	482,044	413,450	(842,494)	53,000
Total nondepreciable assets	<u>2,831,696</u>	<u>413,450</u>	<u>(842,494)</u>	<u>2,402,652</u>
Other capital assets:				
Water/sewer system	10,092,385	855,994	-	10,948,379
Machinery and equipment	227,189	-	-	227,189
Total other capital assets	<u>10,319,574</u>	<u>855,994</u>	<u>-</u>	<u>11,175,568</u>
Less accumulated depreciation for:				
Water/sewer system	(2,205,414)	(244,970)	-	(2,450,384)
Machinery and equipment	(124,761)	(23,657)	-	(148,418)
Total accumulated depreciation	<u>(2,330,175)</u>	<u>(268,627)</u>	<u>-</u>	<u>(2,598,802)</u>
Other capital assets, net	<u>7,989,399</u>	<u>587,367</u>	<u>-</u>	<u>8,576,766</u>
Business-Type Activities Capital Assets, Net	<u><u>\$ 10,821,095</u></u>	<u><u>\$ 1,000,817</u></u>	<u><u>\$ (842,494)</u></u>	<u><u>\$ 10,979,418</u></u>

Depreciation was charged to business-type functions as follows:

Water and sewer	<u><u>\$ 268,627</u></u>
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CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

D. Long-Term Debt

The following is a summary of changes in the City's total long-term liabilities for the year ended September 30, 2020. In general, the City uses the general and debt service funds to liquidate long-term liabilities.

The long-term liabilities for the governmental activities at year end are as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities:					
Certificates of obligation	\$ 16,830,000	\$ 3,445,000	\$ (740,000)	\$ 19,535,000	\$ 875,000
Direct borrowings/placements:					
Certificates of obligation	1,610,000	-	(100,000)	1,510,000	100,000
Tax anticipation notes	475,000	-	(155,000)	320,000	160,000
General obligation bonds	1,610,000	-	(220,000)	1,390,000	220,000
Premium	360,906	149,194	(27,043)	483,057	-
Net pension liability	1,252,845	-	(283,228)	969,617	-
Total OPEB liability	61,493	22,000	-	83,493	-
Compensated absences	153,031	197,443	(151,770)	198,704	178,834
Total Governmental Activities	<u>\$ 22,353,275</u>	<u>\$ 3,813,637</u>	<u>\$ (1,677,041)</u>	<u>\$ 24,489,871</u>	<u>\$ 1,533,834</u>
Long-Term Liabilities Due In More Than One Year				<u>\$ 22,956,037</u>	
Debt Associated with Governmental Capital Assets				<u>\$ 14,130,000</u>	
Debt Associated with Business-Type Capital Assets				\$ 9,108,057	
Less: Deferred loss on refunding				(8,150)	
Less: Unspent bond proceeds				(7,711,329)	
Business-Type Activities Net Related Debt				<u>\$ 1,388,578</u>	

The long-term liabilities for the business-type activities at year end are as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Business-Type Activities:					
Net pension liability	\$ 39,617	\$ -	\$ (18,061)	\$ 21,556	\$ -
Compensated absences	16,131	1,888	(16,838)	1,181	1,063
Total Business-Type Activities	<u>\$ 55,748</u>	<u>\$ 1,888</u>	<u>\$ (34,899)</u>	<u>\$ 22,737</u>	<u>\$ 1,063</u>
Due In More Than One Year				<u>\$ 21,674</u>	

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and, accordingly, are not reported as fund liabilities in the governmental funds. The governmental activities' compensated absences are generally liquidated by the general fund. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.

On December 12, 2019, the City issued combination tax and revenue certificate of obligation, series 2019 (the "Certificates") for \$3,445,000. The interest rate was between 2% and 4%. Interest will be payable on February 15 and August 15 of each year commencing August 15, 2020. The Certificates will mature on August 15, 2029. The proceeds from the sale of the Certificates will be used to pay all or any part of the contractual obligations incurred for the acquisition of municipal services sites located in the vicinity of the intersection of Jordan Street and Masters within the City limits of Manvel, (2) to

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

pay for the design and construction of related municipal infrastructure, (3) to pay for the design and construction of municipal facilities, and (4) for professional services.

Long-term governmental activities debt at year end was comprised of the following debt issues:

Description	Interest Rates (%)	Balance
Governmental Activities		
Certificate of obligation bonds		
Certificates of Obligation, Series 2019	2.00-4.00	\$ 3,445,000
Certificates of Obligation, Series 2018	3.00-3.50	9,175,000
Certificates of Obligation, Series 2017	3.00-4.00	3,235,000
Certificates of Obligation, Series 2016	3.00	3,680,000
From direct borrowings/placements:		
Certificates of Obligation, Series 2013	2.70	1,510,000
Total Certificate of Obligation Bonds		21,045,000
From direct borrowings/placements:		
Refunding Bonds -Series 2015	2.00	1,390,000
Total General Obligation Bonds		1,390,000
From direct borrowings/placements:		
Tax Anticipation Notes, Series 2014 (Water and Sewer)	1.95	320,000
Total Tax Anticipation Notes		320,000
Total Governmental Activities Long-Term Debt		\$ 22,755,000

The annual requirements to amortize debt issues outstanding at year end are as follows:

Certificates of Obligation			
Year Ending Sept. 30	Principal	Interest	Total Requirements
2021	\$ 875,000	\$ 587,581	\$ 1,462,581
2022	895,000	558,431	1,453,431
2023	925,000	528,406	1,453,406
2024	945,000	497,506	1,442,506
2025	970,000	465,831	1,435,831
2026-2030	5,210,000	1,848,256	7,058,256
2031-2035	5,870,000	1,026,362	6,896,362
2036-2040	3,845,000	201,212	4,046,212
Total	\$ 19,535,000	\$ 5,713,585	\$ 25,248,585

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CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

The annual requirements to amortize debt issues outstanding for the direct borrowings/placements at year end are as follows:

Certificates of Obligation From Direct Borrowings/Placements			
Year Ending Sept. 30	Principal	Interest	Total Requirements
2021	\$ 100,000	\$ 34,700	\$ 134,700
2022	105,000	32,930	137,930
2023	105,000	30,988	135,988
2024	110,000	28,835	138,835
2025	110,000	26,525	136,525
2026-2030	590,000	93,000	683,000
2031-2034	390,000	17,130	407,130
Total	\$ 1,510,000	\$ 264,108	\$ 1,774,108

Tax Anticipation Notes From Direct Borrowings/Placements			
Year Ending Sept. 30	Principal	Interest	Total Requirements
2021	\$ 160,000	\$ 4,680	\$ 164,680
2022	160,000	1,560	161,560
Total	\$ 320,000	\$ 6,240	\$ 326,240

General Obligation Bonds From Direct Borrowings/Placements			
Year Ending Sept. 30	Principal	Interest	Total Requirements
2021	\$ 220,000	\$ 27,800	\$ 247,800
2022	225,000	23,400	248,400
2023	235,000	18,900	253,900
2024	230,000	14,200	244,200
2025	240,000	9,600	249,600
2026	240,000	4,800	244,800
Total	\$ 1,390,000	\$ 98,700	\$ 1,488,700

General obligation bonds, certificates of obligation, and tax anticipation notes are direct obligations of the City for which its full faith and credit are pledged. Repayment is from taxes levied on all taxable property located within the City.

The Corporation agreed to pay a portion of the Tax Anticipation Notes, Series 2014. During the fiscal year ending September 30, 2020, \$89,339 was remitted by the Corporation to the debt service fund. The agreement extends through fiscal year 2022.

Federal Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions consisting of complex regulations with respect to issuance of tax-exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of tax-exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years for applicable bond issues. Accordingly, there is the risk that if such calculations are not performed, or not performed correctly, a substantial liability to the City could result. The City

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

periodically engages an arbitrage consultant to perform the calculations in accordance with IRS rules and regulations.

E. Operating Leases

The City entered into a new commercial lease (the “Lease”) to lease a building for use as a public library on January 1, 2021. The City previously was paying month-to-month from July 1, 2020 to December 31, 2020, after the previous Lease ended June 30, 2020. The cost of the Lease remained at \$5,500 per month. The new Lease term is 36 months, from January 1, 2021 to December 31, 2023. The cost of the new Lease was \$5,800 per month. The future minimum lease payments are as follows:

Fiscal Year Ended September 30	Future Minimum Lease Payments
2021	\$ 68,700
2022	69,600
2023	69,600
2024	17,400
Total	\$ 225,300

F. Interfund Transactions

Transfers between the primary government funds during the year were as follows:

Transfer In	Transfer Out	Amounts
Capital projects	Nonmajor governmental	\$ 400,000
Capital projects	General	300,000
Nonmajor governmental	General	25,000
Nonmajor governmental	Nonmajor governmental	79,313
Utility	General	315,751
		\$ 1,120,064

Amounts transferred between funds related to capital improvements and contributions for various activities.

Due from	Due to	Amounts
General	Capital projects	\$ 350,000
Capital projects	General	37,575
Utility	General	20,150
		\$ 407,725

Amounts recorded as due to/from are considered to be temporary loans and will be repaid during the following year.

G. Conduit Debt

The MCEFFC and MEFC issue bonds to finance or refinance educational facilities. These bonds are limited obligations of the issuer, payable solely from revenues received by the issuer pursuant to a loan agreement by and between the issuer and the borrower, as further secured by a deed of trust on

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

certain real property of the borrower securing payments under such loan agreements. The related loan agreements and bonds payable have not been recorded in the financial statements of the City.

H. Fund Equity

As of September 30, 2020, \$818,747 of the City's total fund balance is restricted by enabling legislation.

I. Restricted Assets

The balances of the restricted cash accounts recognized by the City are as follows:

	Capital Projects	Enterprise	Manvel Economic Dev. Corp.
Restricted for capital projects	\$ 13,356,171	\$ -	\$ -
Restricted for customer deposits	-	108,102	-
Restricted for intergovernmental agreements	-	-	1,596,774
Total Cash and Cash Equivalents	\$ 13,356,171	\$ 108,102	\$ 1,596,774

J. Prior Period Adjustments

Beginning fund balances for the general fund and the capital projects fund were restated for the prior year's budgeted fund transfers.

	General	Capital Projects
Beginning fund balance - as reported	\$ 4,871,242	\$ 15,655,646
To adjust for prior year's budgeted fund transfers	(500,000)	500,000
Beginning fund balance - as restated	\$ 4,371,242	\$ 16,155,646

IV. OTHER INFORMATION

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the City participates along with 2,617 other entities in the Texas Municipal League's Intergovernmental Risk Pools (the "Pool"). The Pool purchases commercial insurance at group rates for participants in the Pool. The City has no additional risk or responsibility to the Pool, outside of the payment of insurance premiums. The City has not significantly reduced insurance coverage or had settlements that exceeded coverage amounts for the past three years.

B. Contingent Liabilities

Amounts received or receivable from granting agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures that may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported. Claim liabilities are calculated considering the effects of inflation, recent claim settlement trends including frequency and amount of payouts, and other economic and social factors. No claim liabilities are reported at year end. The City is also unaware of any liabilities related to active economic incentive and development agreements.

Encumbrances

At year end, the amount of encumbrances expected to be honored upon performance by the vendor in the next year for governmental funds were as follows:

Capital projects fund	<u>\$ 31,527</u>
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C. Pension Plan

Texas Municipal Retirement System

Plan Description

The City participates as one of 888 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by TMRS. TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the "TMRS Act") as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of TMRS with a six-member Board of Trustees (the "Board"). Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report that can be obtained at www.tmrs.com.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits, with interest, were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payment options. Members may also choose to receive a portion of their benefit as a partial lump sum distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City were as follows:

	<u>2020</u>	<u>2019</u>
Employee deposit rate	7.00%	7.00%
Matching ratio (City to employee)	2 to 1	2 to 1
Years required for vesting	5	5
Service requirement eligibility (expressed as age/yrs of service)	60/5, 0/20	60/5, 0/20
Updated service credit	100%	100%
Annuity increase (to retirees)	70% of CPI	70% of CPI

Employees Covered by Benefit Terms

At the December 31, 2019 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	10
Inactive employees entitled to, but not yet receiving, benefits	37
Active employees	54
Total	<u><u>101</u></u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City-matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 11.6% and 10.7% in calendar years 2019 and 2020, respectively. The City's contributions to TMRS for the fiscal year ended September 30, 2020 were \$368,856, which were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2019 and the Total Pension Liability (TPL) used to calculate the NPL was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The TPL in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	3.00% per year
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

Salary increases were based on a service-related table. Mortality rates for active members are based on the PUB (10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-Distinct 2019 Municipal Retirees of Texas mortality tables. The rates for active members, healthy retirees, and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a four-year set-forward for males and a three-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied for males and females, respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for the annuity purchase rates is based on the mortality experience investigation study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation, as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, the actuary focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive).

The target allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

Assets Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	30.0%	5.30%
Core Fixed Income	10.0%	1.25%
Non-Core Fixed Income	20.0%	4.14%
Real Return	10.0%	3.85%
Real Estate	10.0%	4.00%
Absolute Return	10.0%	3.48%
Private Equity	10.0%	7.75%
Total	100.0%	

Discount Rate

The discount rate used to measure the TPL was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the TPL.

Changes in the NPL

	Increase (Decrease)		
	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Changes for the year:			
Service cost	\$ 402,039	\$ -	\$ 402,039
Interest	279,081	-	279,081
Difference between expected and actual experience	15,936	-	15,936
Changes of assumptions	(7,422)	-	(7,422)
Contributions - employer	-	358,113	(358,113)
Contributions - employee	-	216,150	(216,150)
Net investment income	-	419,105	(419,105)
Benefit payments, including refunds of employee contributions	(153,585)	(153,585)	-
Administrative expense	-	(2,374)	2,374
Other changes	-	(71)	71
Net Changes	536,049	837,338	(301,289)
Balance at December 31, 2018	4,010,309	2,171,847	1,292,462
Balance at December 31, 2019	\$ 4,546,358	\$ 3,009,185	\$ 991,173

Sensitivity of the NPL to Changes in the Discount Rate

The following presents the NPL of the City, calculated using the discount rate of 6.75%, as well as what the City's NPL would be if it were calculated using a discount rate that is one percentage point lower (5.75%) or one percentage point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's Net Pension Liability	\$ 1,688,055	\$ 991,173	\$ 422,520

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at www.tmrs.com.

Pension Expense and Deferred Outflows/Deferred Inflows of Resources Related to Pensions

For the fiscal year ended September 30, 2020, the City recognized pension expense of \$310,003.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

At September 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 34,193	\$ 17,730
Changes in actuarial assumptions	-	5,920
Net difference between projected and actual investment earnings	-	97,203
Contributions subsequent to the measurement date	264,638	-
Total	\$ 298,831	\$ 120,853

\$264,638 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the NPL for the fiscal year ending September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ended September 30	Pension Expense
2021	\$ (7,812)
2022	(29,124)
2023	(3,414)
2024	(46,310)
2025	-
Thereafter	-
Total	\$ (86,660)

D. Other Postemployment Benefits

TMRS Supplemental Death Benefit

Plan Description

The City participates in a defined benefit OPEB plan administered by TMRS. TMRS administers the defined benefit group-term life insurance plan known as the SDBF. This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage for their active members, including or not including retirees. Employers may terminate coverage under, and discontinue participation in, the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The member city contributes to the SDBF at a contractually required rate (based on the covered payroll of employee members) as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. The intent is not to pre-fund retiree term life insurance during employees' entire careers. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75. As such, the SDBF is considered to be a single-employer unfunded OPEB defined benefit plan with benefit payments treated as being equal to the employer's yearly contributions for retirees.

The contributions to the SDBF are pooled for investment purposes with those of the Pension Trust Fund (PTF). The TMRS Act requires the PTF to allocate a 5% interest credit from investment income to the SDBF on an annual basis each December 31 based on the mean balance in the SDBF during the year.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

Benefits

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an OPEB and is a fixed amount of \$7,500. As the SDBF covers both active and retiree participants with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan (i.e., no assets are accumulated).

Participation in the SDBF as of December 31, 2019 is summarized below:

Inactive employees or beneficiaries currently receiving benefits	8
Inactive employees entitled to, but not yet receiving, benefits	7
Active employees	54
Total	69

Total OPEB Liability

The City's total OPEB liability of \$83,493 was measured as of December 31, 2019 and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs

The total OPEB liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.5%
Salary increases	3.5% to 11.5% including inflation
Discount rate*	2.75%
Administrative expenses	All administrative expenses are paid through the PTF and accounted for under reporting requirements under GASB 68.
Mortality - service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality - disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

*The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2019.

The actuarial assumptions used in the December 31, 2019 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

Changes in the Total OPEB Liability

	<u>Increase (Decrease)</u>
	<u>Total OPEB Liability</u>
Changes for the year:	
Service cost	\$ 4,941
Interest	2,367
Difference between expected and actual experience	(2,025)
Changes of assumptions	17,026
Benefit payments	(309)
Net Changes	<u>22,000</u>
Balance at December 31, 2018	61,493
Balance at December 31, 2019	<u><u>\$ 83,493</u></u>

The discount rate decreased from 3.71% as of December 31, 2018 to 2.75% as of December 31, 2019. There were no other changes of assumptions or other inputs that affected measurement of the total OPEB liability during the measurement period.

There were no changes of benefit terms that affected measurement of the total OPEB liability during the measurement period.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

	<u>1% Decrease (1.75%)</u>	<u>Discount Rate (2.75%)</u>	<u>1% Increase (3.75%)</u>
City's Total OPEB Liability	\$ 105,357	\$ 83,493	\$ 67,277

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended September 30, 2020, the City recognized OPEB expense of \$9,584. The City reported deferred outflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual economic experience	\$ 1,390	\$ 1,749
Changes in actuarial assumptions	17,970	3,997
Contributions subsequent to the measurement date	247	-
Total	<u><u>\$ 19,607</u></u>	<u><u>\$ 5,746</u></u>

\$247 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the fiscal year ending September 30, 2021.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

Amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended September 30	OPEB Expense Amount
2021	\$ 2,276
2022	2,276
2023	2,276
2024	2,276
2025	2,158
Thereafter	2,352
Total	\$ 13,614

E. Economic Incentive and Development Agreements

1. Manvel Economic Development Memorandum of Understanding

The City and the Corporation entered into a Memorandum of Understanding (MOU) on July 2, 2018, where the Corporation has agreed to assist in the future funding to acquiring a certain 150-acre tract (the “Tract”) and to construct certain improvements within the Tract to develop a municipal complex, including regional ballfields (i.e. the “Project”). With the common goals of economic synergy, planning efficiency, and prudent budget development, the City and the Corporation agreed to set forth their planned joint commitment to fund the development of the Project. The City agreed to continue to take all steps to acquire the property and plan for the Project, including pursuing surveying, environmental assessment, legal, engineering, and estimation of development costs. The Corporation agreed to deposit 90% of sales tax received into a special Corporation fund, beginning with sales tax received during fiscal year 2019. The Corporation confirmed its intent to participate in providing funding for the development of the Project, subject to all procedural and budgetary requirements. During the fiscal year ending September 30, 2020, the Corporation received, and restricted, \$846,634 related to this MOU.

2. Manvel Town Center, LP and Brazoria County Municipal Utility District No. 42

The City entered into a development agreement (the “Agreement”) with Manvel Town Center, LP, and Brazoria County Municipal Utility District No. 42 (the “District”) dated January 1, 2014. The Agreement empowers the City to provide economic development incentives in accordance with Chapter 380, Texas Local Government Code.

The Agreement shall remain in effect until December 31, 2044, unless earlier terminated for reasons noted in the Agreement. On or before August 15, 2015, the City agreed to create the economic development fund and to deposit into such fund annually during the term of the Agreement, the calculated annual payment as provided by the terms of the Agreement. The Agreement, pursuant to Chapter 380, has a term of 30 years with the base year beginning January 1, 2014.

Economic development revenues shall be the increment over the base year of 50% of the ad valorem taxes attributable to maintenance tax and 50% of the sales and use taxes collected during the term of the Agreement, but not to exceed a maximum total payout of \$42,035,541. The City will subtract and retain an amount equal to 5% of the increment representing City administrative expenses. The City is required to make payments to the economic development fund by August 15 each year with the first payment due following the receipt of written notice from the District of the commencement of construction of the improvements by or on behalf of the District. The City did not recognize any expenditures related to this Agreement during the fiscal year ended September 30, 2020.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

3. Sonmar of Scottsdale, LLC and Brazoria County Municipal Utility District No. 30

The City entered into an economic development agreement with Sonmar of Scottsdale, LLC (the “Developer”) and an interlocal agreement with Brazoria County Municipal Utility District No. 30 (the “District”) dated March 24, 2008 (the “Agreements”). The Agreements empower the City to provide economic development incentives in accordance with Chapter 380, Texas Local Government Code.

The Developer has agreed to advance funds to the City for costs related to the Agreements, which the City will repay with interest. The Developer has also agreed to construct certain public improvements and capital investments of approximately \$400,000,000. The City agreed to create an economic development fund once the City starts receiving sales taxes generated within the boundaries noted within the Agreements. The City agreed to deposit 100% of these sales tax revenues into the economic development fund. The District also agreed to participate with sales tax revenues to be generated from this development. The sales tax revenues will be used to repay Developer advances, pay “performance-based grants” to the Developer as outlined in the Agreements, and finance improvements as noted in both Agreements. The maximum payout of the performance-based grants plus all payments made under the Agreement shall not exceed \$46,000,000. The Agreement shall remain in effect for an initial term of 35 years, unless earlier terminated for reasons noted in the Agreement. The City did not recognize any expenditures related to this Agreement during the fiscal year ended September 30, 2020.

4. Milestone South Six Development, Ltd. and Brazoria County Municipal Utility District No. 30

The City entered into a development agreement (the “Agreement”) with Milestone South Six Development, Ltd. (the “Developer”), and Brazoria County Municipal Utility District No. 30 (the “District”) dated February 9, 2004. Under this Agreement, the Developer agreed to reimburse the City for expenses relating to the creation of the District. The District has agreed to construct water, wastewater, and drainage facilities as outlined in the Agreement financed through the issuance of bonds. In consideration of the development of land within the District and the related increase in the taxable values and the desire to more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes, the City has agreed to make annual tax “rebate” payments to the District.

Annual tax “rebates” are determined using the lower of either the rate per \$100 of taxable assessed valuation, or a percentage of the then-current City tax rate as follows:

Years	Rebate
1 – 10	\$0.30 or 42% of actual City tax rate
11 – 20	\$0.25 or 35% of actual City tax rate
Thereafter	\$0.20 or 20% of actual City tax rate

The Agreement includes an exception using a “Test Rate” calculation as outlined in the Agreement in which the annual payments shall be reduced based upon this calculation. If the annual payment is reduced to zero pursuant to the Agreement for three years in a row, the annual payment obligation of the City shall be terminated.

All City payments received by the District shall be deposited into the District’s debt service fund to be used solely for the payment of the District’s bonded indebtedness. Annual payments shall begin on May 1 in the calendar year following the calendar year in which the District delivers its first series of bonds to which its ad valorem taxes are pledged and shall be payable each May 1 thereafter. This Agreement shall remain in effect until the earlier of the dissolution of the District by the City or the expiration of 40 years from the effective date of the Agreement. The City did not recognize any expenditures related to this Agreement during the fiscal year ended September 30, 2020.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

5. Brazoria County Municipal Utility District No. 43

The City entered into a Memorandum of Interlocal and Development Agreement (the “Agreement”) with the Brazoria County Municipal Utility District No. 43 (the “District”) on April 2, 2018, for the design, financing, and construction of certain public improvements on the 267.7 acres located in the District (the “Property”). The City has agreed to provide regional improvement incentives in the form of financial assistance and the construction of certain improvements to the District to induce the District to provide valuable goods and development services to the City and to finance the construction of valuable public improvements on behalf of the City and to encourage and promote the development of the District. The District is willing to construct or cause to be constructed certain additional public improvements of behalf of the City in exchange for the City’s participation in funding such improvements.

The City and the District anticipate that the improvements will be built by the District using funds advanced to the District from the Developer for eligible project costs, and the District will reimburse the Developer. The City anticipates that the District will develop the Property in the near future.

It is anticipated that the District will finance, with no assistance from the City, public improvements in addition to the improvements that are subject to the Agreement at an estimated cost of approximately \$27 million. Included in the facility costs funded by the City are the design/phasing costs, sanitary sewer collection facilities, wastewater treatment plant facilities, water distribution, water supply facilities, regional road improvements (Del Bello Boulevard, Manvel Parkway, TxDOT Ramps at State Highway 288, Del Bello Bridge over GWCA canal, Dogwood Bridge over GWCA canal), and any additional projects mutually agreed to. The costs of the Del Bello Boulevard and Dogwood Bridges are reimbursable expenses that will be paid to the City from the Brazoria County 43 Regional Improvements Fund (the “Fund”). The District agrees to furnish all goods, materials, and services as and when required in connection with the construction of its improvements. Upon completion, all constructed facilities shall be conveyed to the City.

The Fund is established by the City, and the City has agreed to pay the Fund the increment based on the actual collection for each year such funds are collected. The first payment to the Fund was to be March 1, 2020 for the tax year 2019 and it was to include all sales tax increments effective from that date. No sales tax generating property was constructed by March 2020. As a result, the City did not owe a payment on March 1, 2020. The payments shall be made semi-annually. The Property improvements will be built by the District using the funds advanced, and the District will reimburse the Developer with interest.

The District may sell District bonds secured by a pledge of revenues from the Fund (i.e., contract revenue bonds), in addition to a pledge of the District’s taxes costs associated. The Fund may have sufficient funds available to reimburse the Developer or the City directly instead of selling District bonds, and thus may take advantage of savings for reduced issuance costs and interest. The City did not recognize any expenditures related to this Agreement during the fiscal year ended September 30, 2020.

F. TIRZ No. 3 Financing Agreements

The City has entered into a shared financing agreement between the City, TIRZ No. 3, South Manvel Development Authority (SMDA), Brazoria County MUD No. 56, and Brazoria County MUD No. 57 dated December 29, 2010 to provide for the joint financing, design, construction, and operation of the TIRZ No. 3 plan projects.

CITY OF MANVEL, TEXAS
NOTES TO FINANCIAL STATEMENTS (Continued)
For the Year Ended September 30, 2020

The City has entered into a development financing agreement. The developer agrees to convey to the SMDA a parcel of land to be used as an interim park site until a permanent site can be determined. The SMDA or the City may erect recreational improvements on the site at their expense. On February 12, 2012, the SMDA approved a special warranty deed conveying a parcel of land for such purposes.

G. Pipeline Deposit Agreements

The City has entered into agreements with pipeline companies, such as Phillips 66 Pipeline LLC; EPO Pipeline, LLC; Enterprise Crude Pipeline, LLC; and Lavaca Pipeline, LLC for the purpose of constructing, maintaining, laying, operating, and/or repairing pipelines utilized for the transportation of liquids or gaseous materials along the right-of-ways and/or under certain roads located in the City. During the fiscal year, the City received the deposit of \$5,000 from EPO Pipeline LLC. As of September 30, 2020, the balance for the pipeline deposit is \$165,241.

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REQUIRED SUPPLEMENTARY INFORMATION

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CITY OF MANVEL, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND

For the Year Ended September 30, 2020

	Budgeted Amounts			Variance with Final Budget Positive Negative
	Original Budget	Budget as Amended	Actual	
Revenues				
Property taxes	\$ 3,562,356	\$ 3,562,356	\$ 3,560,762	\$ (1,594)
Sales taxes	1,993,000	1,993,000	1,878,274	(114,726)
Other taxes and fees	530,000	530,000	561,025	31,025
Charges for services	22,000	22,000	28,423	6,423
Licenses and permits	2,257,500	2,735,298	3,303,133	567,835
Fines and forfeitures	244,000	244,000	280,838	36,838
Intergovernmental	13,700	13,700	656,041	642,341
Investment earnings	95,000	95,000	62,550	(32,450)
Other revenues	18,400	18,400	71,031	52,631
Total Revenues	8,735,956	9,213,754	10,402,077	1,188,323
Expenditures				
Current:				
General government	2,925,704	2,985,425	2,605,569	379,856
Public safety	3,322,940	3,455,082	3,218,197	236,885
Public works	1,673,109	1,671,644	951,318	720,326
Library, parks, and recreation	84,800	84,800	80,915	3,885
Information technology	306,403	306,403	293,297	13,106
Total Expenditures	8,312,956	8,503,354	7,149,296	1,354,058
Excess of Revenues Over Expenditures	423,000	710,400	3,252,781	2,542,381
Other Financing Sources (Uses)				
Transfers (out)	(423,000)	(710,400)	(640,751)	69,649
Total Other Financing (Uses)	(423,000)	(710,400)	(640,751)	69,649
Net Change in Fund Balance	\$ -	\$ -	2,612,030	\$ 2,612,030
Beginning fund balance			4,371,242	
Ending Fund Balance			\$ 6,983,272	

Notes to Required Supplementary Information:

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

CITY OF MANVEL, TEXAS

SCHEDULE OF CHANGES IN NET PENSION LIABILITY/(ASSET) AND RELATED RATIOS TEXAS MUNICIPAL RETIREMENT SYSTEM

For the Year Ended September 30, 2020

	Measurement Year *			
	2019	2018	2017	2016
Total Pension Liability				
Service cost	\$ 402,039	\$ 346,152	\$ 327,328	\$ 278,209
Interest (on the total pension liability)	279,081	247,393	215,662	176,347
Changes of benefit terms	-	-	-	999,103
Difference between expected and actual experience	15,936	(22,918)	(9,405)	149,739
Change of assumptions	(7,422)	-	-	-
Benefit payments, including refunds of employee contributions	(153,585)	(104,642)	(41,182)	(51,625)
Net Change in Total Pension Liability	<u>536,049</u>	<u>465,985</u>	<u>492,403</u>	<u>1,551,773</u>
Beginning total pension liability	<u>4,010,309</u>	<u>3,544,324</u>	<u>3,051,921</u>	<u>1,500,148</u>
Ending Total Pension Liability	<u><u>4,546,358</u></u>	<u><u>4,010,309</u></u>	<u><u>\$ 3,544,324</u></u>	<u><u>\$ 3,051,921</u></u>
Plan Fiduciary Net Position				
Contributions - employer	\$ 358,113	\$ 326,460	\$ 322,099	\$ 117,468
Contributions - employee	216,150	183,704	173,979	145,550
Net investment income	419,105	(71,097)	234,361	94,003
Benefit payments, including refunds of employee contributions	(153,585)	(104,642)	(41,182)	(51,625)
Administrative expense	(2,374)	(1,381)	(1,219)	(1,063)
Other	(71)	(71)	(62)	(57)
Net Change in Plan Fiduciary Net Position	<u>837,338</u>	<u>332,973</u>	<u>687,976</u>	<u>304,276</u>
Beginning plan fiduciary net position	<u>2,717,847</u>	<u>2,384,874</u>	<u>1,696,898</u>	<u>1,392,622</u>
Ending Plan Fiduciary Net Position	<u><u>3,555,185</u></u>	<u><u>2,717,847</u></u>	<u><u>\$ 2,384,874</u></u>	<u><u>\$ 1,696,898</u></u>
Net Pension Liability/(Asset)	<u><u>991,173</u></u>	<u><u>1,292,462</u></u>	<u><u>\$ 1,159,450</u></u>	<u><u>\$ 1,355,023</u></u>
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	78.20%	67.77%	67.29%	55.60%
Covered Payroll	\$ 3,087,860	\$ 2,624,349	\$ 2,485,407	\$ 2,079,289
Net Pension Liability as a Percentage of Covered Payroll	32.10%	49.25%	46.65%	65.17%

*Only six years of information is currently available.

The City will build this schedule over the next four-year period.

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Measurement Year*			
2015		2014	
\$	217,485	\$	98,272
	90,331		76,628
	-		46,383
	(13,322)		7,393
	49,239		-
	(50,564)		(41,731)
	293,169		186,945
	1,206,979		1,020,034
\$	1,500,148	\$	1,206,979
\$	95,238	\$	34,683
	121,889		63,755
	1,807		63,289
	(50,564)		(41,731)
	(1,101)		(661)
	(54)		(54)
	167,215		119,281
	1,225,407		1,106,126
\$	1,392,622	\$	1,225,407
\$	107,526	\$	(18,428)
	92.83%		101.53%
\$	1,741,276	\$	1,275,100
	6.18%		(1.45%)

CITY OF MANVEL, TEXAS
SCHEDULE OF CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM
For the Year Ended September 30, 2020

	Fiscal Year *			
	2020	2019	2018	2017
Actuarially determined contribution	\$ 368,856	\$ 347,650	\$ 319,360	\$ 267,555
Contributions in relation to the actuarially determined contribution	368,856	350,542	319,360	267,555
Contribution deficiency (excess)	\$ -	\$ (2,892)	\$ -	\$ -
Covered payroll	\$ 3,371,683	\$ 2,966,052	\$ 2,538,625	\$ 2,406,957
Contributions as a percentage of covered payroll	10.94%	11.72%	12.58%	11.12%

*Only seven years of information is currently available. The City will build this schedule over the next three-year period.

Notes to Required Supplementary Information:

1. Valuation Date:

Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

2. Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	22 years
Asset valuation method	10 year smoothed market; 12% soft corridor
Inflation	2.5%
Salary increases	3.5% to 11.5% including inflation
Investment rate of return	6.75%
Retirement age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014-2018.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUM(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

3. Other Information:

There were no benefit changes during the year.

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Fiscal Year*		
2016	2015	2014
\$ 109,865	\$ 76,909	\$ 31,916
109,865	76,909	31,916
\$ -	\$ -	\$ -
\$ 1,960,061	\$ 1,560,104	\$ 1,232,533
5.61%	4.93%	2.59%

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CITY OF MANVEL, TEXAS
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
For the Year Ended September 30, 2020

	Measurement Year *		
	2019	2018	2017
Total OPEB Liability			
Service cost	\$ 4,941	\$ 5,249	\$ 4,225
Interest (on the total OPEB liability)	2,367	2,007	1,857
Difference between expected and actual experience	(2,025)	1,868	-
Change of assumptions	17,026	(5,371)	5,298
Benefit payments, including refunds of employee contributions **	(309)	(525)	(249)
Net Change in Total OPEB Liability	<u>22,000</u>	<u>3,228</u>	<u>11,131</u>
Beginning total OPEB liability	61,493	58,265	47,134
Ending Total OPEB Liability	<u>\$ 83,493</u>	<u>\$ 61,493</u>	<u>\$ 58,265</u>
Covered Payroll	\$ 3,087,860	\$ 2,624,349	\$ 2,485,407

Total OPEB Liability as a Percentage of Covered Payroll

2.70 2.34% 2.34%

* Only three years of information is currently available. The City will build this schedule over the next seven-year period.

** Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

Notes to Required Supplementary Information:

Valuation Date:

Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Entry age normal
Inflation	2.5%
Salary increases	3.5% to 11.5% including inflation
Discount rate	2.75%
Administrative expenses	All administrative expenses are paid through the PTF and accounted for under reporting requirements under GASB 68.
Mortality - service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality - disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

Other Information:

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75 to pay related benefits.

The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2019.

Changes in assumptions is the annual change in the municipal bond index rate.

There were no benefit changes during the year.

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COMBINING STATEMENTS AND SCHEDULES

CITY OF MANVEL, TEXAS
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
September 30, 2020

		Special Revenue Funds			
		Hotel Taxes	Court Security	Court Technology	TIRZ No. 3
<u>Assets</u>					
Cash		\$ 613,022	\$ 23,246	\$ 27,518	\$ -
Receivables, net		13,814	-	-	-
Total Assets		\$ 626,836	\$ 23,246	\$ 27,518	\$ -
<u>Deferred Inflows of Resources</u>					
Unavailable revenue - property taxes		\$ -	\$ -	\$ -	\$ -
Total Deferred Inflows of Resources		-	-	-	-
<u>Fund Balances</u>					
Restricted for:					
Enabling legislation		626,836	23,246	27,518	-
Tax increment reinvestment zone		-	-	-	-
Special projects		-	-	-	-
Total Fund Balances		626,836	23,246	27,518	-
Total Deferred Inflows and Fund Balances		\$ 626,836	\$ 23,246	\$ 27,518	\$ -

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Special Revenue Funds					Total Nonmajor Governmental Funds
South Manvel Dev. Auth.	Community Impact	Law Enforcement	Park	PEG Fee	
\$ 381,638	\$ 676,722	\$ 4,020	\$ 109,654	\$ 132,978	\$ 1,968,798
-	-	-	-	4,149	17,963
<u>\$ 381,638</u>	<u>\$ 676,722</u>	<u>\$ 4,020</u>	<u>\$ 109,654</u>	<u>\$ 137,127</u>	<u>\$ 1,986,761</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	-	4,020	-	137,127	818,747
381,638	-	-	-	-	381,638
-	676,722	-	109,654	-	786,376
<u>381,638</u>	<u>676,722</u>	<u>4,020</u>	<u>109,654</u>	<u>137,127</u>	<u>1,986,761</u>
<u>\$ 381,638</u>	<u>\$ 676,722</u>	<u>\$ 4,020</u>	<u>\$ 109,654</u>	<u>\$ 137,127</u>	<u>\$ 1,986,761</u>

CITY OF MANVEL, TEXAS
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2020

Special Revenue Funds				
	Hotel Taxes	Court Security	Court Technology	TIRZ No. 3
<u>Revenues</u>				
Property taxes	\$ -	\$ -	\$ -	\$ 78,945
Other fees	-	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	7,793	8,470	-
Hotel taxes	58,657	-	-	-
Investment earnings	-	-	-	368
Total Revenues	58,657	7,793	8,470	86,055
<u>Expenditures</u>				
General government	1,070	-	11,756	-
Total Expenditures	1,070	-	11,756	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	57,587	7,793	(3,286)	86,055
<u>Other Financing Sources (Uses)</u>				
Transfers in	-	-	-	-
Transfers (out)	-	-	-	(86,055)
Total Other Financing Sources (Uses)	-	-	-	(86,055)
Net Change in Fund Balances	57,587	7,793	(3,286)	-
Beginning fund balances	569,249	15,453	30,804	-
Ending Fund Balances	\$ 626,836	\$ 23,246	\$ 27,518	\$ -

Special Revenue Funds					Total Nonmajor Governmental Funds
South Manvel Dev. Auth.	Community Impact	Law Enforcement	Park	PEG Fee	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,945
-	-	-	-	16,416	16,416
-	464,130	-	-	-	464,130
-	-	-	-	-	16,263
-	-	-	-	-	58,657
3,004	6,155	-	-	-	9,527
3,004	470,285	-	-	16,416	650,680
6,625	5,000	-	23,690	-	48,141
6,625	5,000	-	23,690	-	48,141
(3,621)	465,285	-	(23,690)	16,416	602,539
86,055	-	-	25,000	-	111,055
-	(400,000)	-	-	-	(486,055)
86,055	(400,000)	-	25,000	-	(375,000)
82,434	65,285	-	1,310	16,416	227,539
299,204	611,437	4,020	108,344	120,711	1,759,222
\$ 381,638	\$ 676,722	\$ 4,020	\$ 109,654	\$ 137,127	\$ 1,986,761

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CITY OF MANVEL, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES – BUDGET AND ACTUAL

DEBT SERVICE FUND

For the Year Ended September 30, 2020

	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
<u>Revenues</u>				
Property taxes	\$ 1,840,714	\$ 1,840,714	\$ 1,831,691	\$ (9,023)
Intergovernmental	89,339	89,339	89,339	-
Investment income	30,000	30,000	13,390	(16,610)
Total Revenues	<u>1,960,053</u>	<u>1,960,053</u>	<u>1,934,420</u>	<u>(25,633)</u>
<u>Expenditures</u>				
Current:				
Principal	1,215,000	1,215,000	1,215,000	-
Interest and fiscal charges	594,339	665,000	659,390	5,610
Total Expenditures	<u>1,809,339</u>	<u>1,880,000</u>	<u>1,874,390</u>	<u>5,610</u>
Net Change in Fund Balance	<u>\$ 150,714</u>	<u>\$ 80,053</u>	60,030	<u>\$ (20,023)</u>
Beginning fund balance			<u>334,598</u>	
Ending Fund Balance			<u>\$ 394,628</u>	

CITY OF MANVEL, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES – BUDGET AND ACTUAL
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2020

Hotel Taxes				
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive Negative (Negative)
Revenues				
Hotel taxes	\$ 50,000	\$ 50,000	\$ 58,657	\$ 8,657
Investment earnings	5,000	5,000	-	(5,000)
Total Revenues	55,000	55,000	58,657	3,657
Expenditures				
Current:				
General government	10,000	10,000	1,070	8,930
Total Expenditures	10,000	10,000	1,070	8,930
Net Change in Fund Balance	\$ 45,000	\$ 45,000	57,587	\$ 12,587
Beginning fund balance			569,249	
Ending Fund Balance			\$ 626,836	

Court Security				
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive Negative (Negative)
Revenues				
Fines and forfeitures	\$ 5,200	\$ 5,200	\$ 7,793	\$ 2,593
Investment earnings	300	300	-	(300)
Total Revenues	5,500	5,500	7,793	2,293
Expenditures				
Current:				
Public safety	4,290	4,290	-	4,290
Total Expenditures	4,290	4,290	-	4,290
Net Change in Fund Balance	\$ 1,210	\$ 1,210	7,793	\$ 6,583
Beginning fund balance			15,453	
Ending Fund Balance			\$ 23,246	

CITY OF MANVEL, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES – BUDGET AND ACTUAL (Continued)
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2020

Court Technology				
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive Negative
Revenues				
Fines and forfeitures	\$ 6,000	\$ 6,000	\$ 8,470	\$ 2,470
Investment earnings	25	25	-	(25)
Total Revenues	<u>6,025</u>	<u>6,025</u>	<u>8,470</u>	<u>2,445</u>
Expenditures				
Current:				
General government	25,000	25,000	11,756	13,244
Total Expenditures	<u>25,000</u>	<u>25,000</u>	<u>11,756</u>	<u>13,244</u>
Net Change in Fund Balance	<u>\$ (18,975)</u>	<u>\$ (18,975)</u>	<u>(3,286)</u>	<u>\$ 15,689</u>
Beginning fund balance			<u>30,804</u>	
Ending Fund Balance			<u>\$ 27,518</u>	

TIRZ No.3				
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive Negative
Revenues				
Property taxes	\$ 66,000	\$ 78,945	\$ 78,945	\$ -
Investment earnings	25	368	368	-
Total Revenues	<u>66,025</u>	<u>79,313</u>	<u>86,055</u>	<u>6,742</u>
Other Financing Sources (Uses)				
Transfers (out)	(66,025)	(79,313)	(86,055)	(6,742)
Total Other Financing Sources	<u>(66,025)</u>	<u>(79,313)</u>	<u>(86,055)</u>	<u>(6,742)</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>
Beginning fund balance			<u>-</u>	
Ending Fund Balance			<u>\$ -</u>	

CITY OF MANVEL, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES – BUDGET AND ACTUAL (Continued)
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2020

South Manvel Development Authority				
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive Negative
<u>Revenues</u>				
Investment earnings	\$ 5,000	\$ 5,000	\$ 3,004	\$ (1,996)
Total Revenues	<u>5,000</u>	<u>5,000</u>	<u>3,004</u>	<u>(1,996)</u>
<u>Expenditures</u>				
Current:				
General government	3,000	9,000	6,625	2,375
Total Expenditures	<u>3,000</u>	<u>9,000</u>	<u>6,625</u>	<u>2,375</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>2,000</u>	<u>(4,000)</u>	<u>(3,621)</u>	<u>379</u>
<u>Other Financing Sources (Uses)</u>				
Transfers in	66,025	66,025	86,055	20,030
Total Other Financing Sources	<u>66,025</u>	<u>66,025</u>	<u>86,055</u>	<u>20,030</u>
Net Change in Fund Balance	<u>\$ 68,025</u>	<u>\$ 62,025</u>	82,434	<u>\$ 20,409</u>
Beginning fund balance			299,204	
Ending Fund Balance			\$ 381,638	

	Community Impact			
	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive Positive (Negative)
Revenues				
Investment earnings	\$ 8,500	\$ 8,500	\$ 6,155	\$ (2,345)
Charges for services	460,000	460,000	464,130	4,130
Total Revenues	468,500	468,500	470,285	1,785
Expenditures				
Current:				
General government	5,000	5,000	5,000	-
Total Expenditures	5,000	5,000	5,000	-
Excess of Revenues Over Expenditures	463,500	463,500	465,285	1,785
Other Financing Sources (Uses)				
Transfers (out)	(400,000)	(400,000)	(400,000)	-
Total Other Financing (Uses)	(400,000)	(400,000)	(400,000)	-
Net Change in Fund Balance	\$ 63,500	\$ 63,500	65,285	\$ 1,785
Beginning fund balance			611,437	
Ending Fund Balance			\$ 676,722	

CITY OF MANVEL, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES – BUDGET AND ACTUAL (Continued)
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2020

Park

	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive Negative
Revenues				
Investment earnings	\$ 50	\$ 50	\$ -	\$ (50)
Total Revenues	<u>50</u>	<u>50</u>	<u>-</u>	<u>(50)</u>
Expenditures				
Current:				
General government	67,200	50,050	23,690	26,360
Total Expenditures	<u>67,200</u>	<u>50,050</u>	<u>23,690</u>	<u>26,360</u>
(Deficiency) of Revenues Under Expenditures	<u>(67,150)</u>	<u>(50,000)</u>	<u>(23,690)</u>	<u>26,310</u>
Other Financing Sources (Uses)				
Transfers in	50,000	50,000	25,000	(25,000)
Total Other Financing Sources	<u>50,000</u>	<u>50,000</u>	<u>25,000</u>	<u>(25,000)</u>
Net Change in Fund Balance	<u>\$ (17,150)</u>	<u>\$ -</u>	<u>1,310</u>	<u>\$ 1,310</u>
Beginning fund balance			108,344	
Ending Fund Balance			<u>\$ 109,654</u>	

PEG Fee

	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive Negative
Revenues				
Investment earnings	\$ 30	\$ 30	\$ -	\$ (30)
Other fees	15,000	15,000	16,416	1,416
Total Revenues	<u>15,030</u>	<u>15,030</u>	<u>16,416</u>	<u>1,386</u>
Expenditures				
Current:				
General government	50,000	50,000	-	50,000
Total Expenditures	<u>50,000</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>
Net Change in Fund Balance	<u>\$ (34,970)</u>	<u>\$ (34,970)</u>	<u>16,416</u>	<u>\$ 51,386</u>
Beginning fund balance			120,711	
Ending Fund Balance			<u>\$ 137,127</u>	

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NONAUDIT SERVICES REVIEW AND ACCEPTANCE

As noted within the engagement letter under “Other Services”, Belt Harris Pechacek, LLLP has agreed to provide certain nonaudit services which are noted below. These nonaudit services do not constitute an audit in accordance with auditing standards generally accepted in the United States of America and will be performed in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Management must assume all responsibilities related to the nonaudit services noted below. Management has agreed to oversee the nonaudit services by designating an individual with suitable skill, knowledge, or experience (SKE); evaluate the adequacy and results of the nonaudit services; and accept responsibility for them.

The nonaudit services that were provided are marked below. See subsequent page for recommended review procedures prior to signing the Client Representation Letter.

Mark "X" if nonaudit service was provided	Nonaudit Service	Comments
X	Preparation of financial statements and related notes	
X	Preparation of journal entries	
	Preparation of account reconciliations	
	Preparation of the Schedule of Expenditures of Federal Awards (SEFA) and the notes to the SEFA	
X	Updating/maintaining capital assets	
X	Pension/Other Postemployment Benefits (OPEB) calculations and adjustments	
	Debt refunding/cash defeasance calculations and adjustments	
X	Debt amortization schedules	
	Accreted interest schedules	

Nonaudit Services Basic Review Checklist

Below are recommended review procedures related to each applicable nonaudit service that was provided. The procedures listed below are recommendations and are not requirements.

1. Financial Statements and Related Notes:
 - Verify final balances on the working trial balance tie to those in financial software.
 - Verify fund balance/net position in financial software tie to what is reported on financial statements.
 - Tie applicable disclosures to supporting documents such as tying long-term debt disclosures to the entity's/financial advisor's debt schedules, tying pension balances to actuarial reporting packages, etc.
 - Tie budget balances in the financial statements to the entity's budget balances.
 - Read variance explanations in the management's discussion and analysis.
 - Review for a general understanding and request explanations where needed.
 - To obtain full, detailed disclosure checklists, log into account at www.auditbox.com; click on "1. Auditor Furnished Requests & Templates"; and download desired disclosure checklist.
2. Journal Entries:
 - Review for a general understanding and request explanations where needed.
 - Review account codes and account descriptions and provide replacement accounts codes where needed.
3. Account Reconciliations:
 - Review for a general understanding and request explanations where needed.
 - Tie data in reconciliation to entity data where applicable.
4. Capital Assets:
 - Review for a general understanding and request explanations where needed.
 - Verify all known additions and disposals are reflected on the capital asset worksheets.
 - Verify all construction in progress (CIP) projects that are outstanding as of fiscal year end are included in the CIP balance.
 - Verify all CIP projects that were completed during the fiscal year are shown as disposals under CIP and additions under the applicable category of capital assets elsewhere (i.e. infrastructure).
 - Verify all capital contributions from other entities (i.e. donations of capital assets, assets conveyed from developer, projects performed on behalf of the entity, etc.) are included.
 - Verify applicable capital asset balances in the note disclosure tie to those reported elsewhere in the financial report.
5. Pension/OPEB:
 - Review for a general understanding and request explanations where needed.
 - Tie applicable balances and disclosures to actuarial valuations and reporting packages provided by the actuary/plan.
 - Verify applicable pension/OPEB balances in the note disclosures tie to those reported elsewhere in the financial report.
6. Debt Refunding/Cash Defeasance:
 - Review for a general understanding and request explanations where needed.
 - Tie applicable balances to the closing memo/bond documents provided by financial advisor/bond counsel.
 - Tie revised/updated debt schedules provided by the financial advisors to the long-term debt schedules in the notes to the financial statements and balances reported elsewhere in the financial statements.
7. Debt Amortization Schedules:
 - Review for a general understanding and request explanations where needed.
 - Tie balances on schedules to applicable debt records such as closing memos.
 - Tie ending balances as of fiscal year end to amounts reported in financial statements.
8. Accreted Interest Schedules:
 - Review for a general understanding and request explanations where needed.
 - Tie balances on schedules to applicable debt records such as official statements.
 - Tie ending balances as of fiscal year end to amounts reported in financial statements.

RESOLUTION NO. 2021-R-06

A RESOLUTION BY THE CITY OF MANVEL SUSPENDING THE MAY 3, 2021 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2020 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Manvel, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas–Texas Coast Division, (“CenterPoint” or “the Company”) and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) in March 2021, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 3, 2021; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

SECTION 1. The May 3, 2021, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

SECTION 2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall, at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002, and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Signed this _____ day of _____, 2021.

Debra Davison, Mayor

ATTEST:

Tammy Bell, City Secretary

ORDINANCE NO. 2021-O-06

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, PROVIDING FOR THE DISANNEXATION OF A 9.998-ACRE TRACT OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, BEING LOT 48, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS IN THE H.T.& B.R.R. CO. SURVEY SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS; DISANNEXING AND DISCONTINUING SAID PROPERTY FROM THE CORPORATE BOUNDARIES OF THE CITY; CONTAINING CERTAIN FINDINGS; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, the City of Manvel received a letter dated January 21, 2021 from Ignacio Alpizar, property owner of the below described property, petitioning the city for disannexation of owner's property from the city limits, in conjunction with application from Hillwood Communities, who has the property under contract; and,

WHEREAS, the Property is described as 9.998 acres, being Lot 48, Section 78 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens in the H.T.& B.R.R. CO. SURVEY Section 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, Brazoria County, Texas said 9.998 acres being more particularly described by metes and bounds and depicted by map in Exhibit A (the "Property"); and

WHEREAS, on the 16th day of February, 2021, a public hearing was held before the City Council of the City of Manvel, Texas, regarding the proposed disannexation. All persons wishing to be heard were given an opportunity to do so; and

WHEREAS, such the Property is sparsely populated; and

WHEREAS, the property owner and applicant stipulate that the amount of money spent by the city for the direct benefit of the area whilst in the city limits equals or exceeds the amount of money collected by the city in property taxes and fees; and

WHEREAS, the City Council of the City of Manvel, Texas, hereby finds and determines that the disannexation or discontinuance of the Property from the City is necessary and appropriate; 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 Property described above, and more particularly described on the metes and bounds and depicted on the map attached hereto as Exhibit A, is hereby disannexed and discontinued from the corporate limits of the City of Manvel, Texas. This disannexation is conditioned on there first being a Seventh Amendment to Development Agreement approved and executed by and between the City of Manvel, MC288, LLC., Brazoria County Municipal Utility District 39, and Brazoria County Municipal Utility District 40. Until and unless said Seventh Amendment to Development Agreement is fully approved and executed, this disannexation is not effective.

Section 3. Upon the completion of the condition stated above. the Mayor is hereby authorized and directed to enter an Order into the records of the City Council stating that this Ordinance was duly adopted, and that the disannexation and discontinuance of the above-described territory is effective as of the date of such Order.

Section 4. The City Secretary is hereby authorized and directed to forthwith cause a certified copy of this Ordinance and the Mayor's Order to be delivered to the County Clerk of Brazoria County, Texas, as required by § 41.0015, Texas Local Government Code.

Section 5. The City Council finds and hereby determines that the amount of money spent by the city for the direct benefit of the area whilst in the city limits equals or exceeds the amount of money collected by the city in property taxes and fees from the affected landowners.

PASSED AND APPROVED on first reading this ____th day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2021.

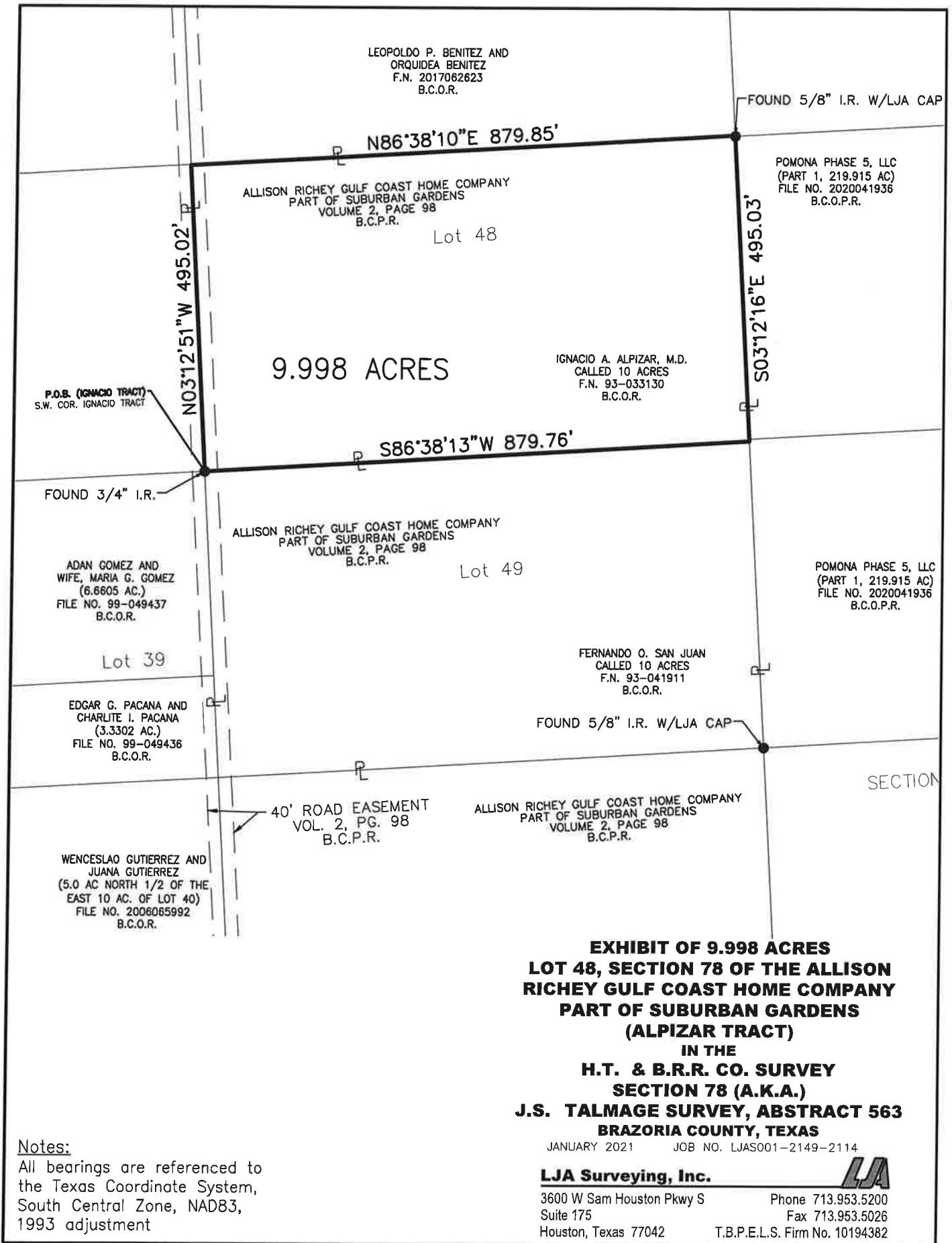
Debra Davison, Mayor

ATTEST:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney



DESCRIPTION OF
9.998 ACRES
LOT 48, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF
SUBURBAN GARDENS
(ALPIZAR TRACT)

Being 9.998 acres of land located in the H.T. & B.R.R. CO. Survey, Section 78 (A.K.A.) J.S. Talmage Survey, Abstract 563, Brazoria County, Texas, being all of Lot 48 of Section 78 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, Plat Records of Brazoria County, Texas (B.C.P.R.), said 9.998 acres also being all of that certain called 10 acre tract conveyed to Ignacio A. Alpizar, M.D., by instrument of record in File Number 93-033130, of the Official Records of said Brazoria County (B.C.O.R.), said 9.998 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

BEGINNING at a 3/4-inch iron rod marking the southwest corner of said Alpizar tract, same being the northwest corner of that certain called 10 acre tract conveyed to Fernando O. San Juan by instrument of record in File Number 93-041911, B.C.O.R., the northeast corner of that certain called 6.6605 acre tract conveyed to Adan Gomez and Wife, Maria G. Gomez, and the common corner of said Lot 49 and Lot 38, 39 and 48 of said Section 78, same being the southeast corner of that certain called 20.005 acre tract (described as Tract 5, Part 3) conveyed to Pomona Phase 2A, LLC, by instrument of record in File Number 2016045410, of the Official Public Records of said Brazoria County (B.C.O.P.R.);

Thence, North 03° 12' 51" West, along the common line of said Alpizar tract and said 20.005 acres, and the common line of Lot 38 and Lot 48, of said Section 78, 495.02 feet to a point for corner, same being the northwest corner of said Alpizar tract, and the common corner of Lot 37, Lot 38, Lot 47 and Lot 48, of said Section 78, same being the southwest corner of that certain tract conveyed to Leopoldo P. Benitez, by instrument of record in File Numbers, 2017035794 2017062623, B.C.O.R.;

Thence, North $86^{\circ} 38' 10''$ East, departing the east line of said 20.005 acres, along the common line of said Benitez tract and said Alpizar tract, and the common line of Lot 47 and Lot 48 of said Section 78, 879.85 feet to a point for corner, same being the northeast corner of said Alpizar tract, the southeast corner of said Benitez tract, the common corner of Lot 47, Lot 48, Lot 57, Lot 58 of said Section 78, and on the westerly line of that certain called 219.915 acre tract (described as Part 1) conveyed to Pomona Phase 5, LLC, by instrument of record in File Number 2020041936, B.C.O.P.R.;

Thence, South $03^{\circ} 12' 16''$ East, along the common line of said Alpizar tract, said 219.915 acres and Lot 48 and Lot 58 of said Section 78, 495.03 feet to a point for corner, same being the southeast corner of said Alpizar tract, and the northeast corner of aforementioned San Juan tract, and the common corner of Lot 48, Lot 49, Lot 58 and Lot 59 of said Section 78;

Thence, South $86^{\circ} 38' 13''$ West, along the common line of said Alpizar tract and said San Juan tract, and the common line of said Lot 48 and Lot 49, 879.76 feet to the POINT OF BEGINNING and containing 9.998 acres of land.

Note: This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LJA Surveying, Inc.

January 21, 2021

City of Manvel
20025 State Highway 6
Manvel, Texas 77578

Re: Pomona – De annexation of land

To Whom It May Concern:

Ignacio A Alpizar (“Owner”) owns approximately 10 acres described on Exhibit A attached hereto (the “Property”). The Property is under contract to sell to MC 288, LLC, a Delaware limited liability company (“Applicant”).

Owner hereby authorizes Applicant to pursue the de-annexation of the Property from the City. Owner hereby authorizes Applicant to take any action necessary to apply for and complete the de-annexation of the Property from the City, in Applicant’s sole discretion. Applicant has the right to pursue de-annexation of the Property from the City but is not obligated to do so.

Sincerely,

 <i>Ignacio A. Alpizar</i>	dotloop verified 01/25/21 5:21 PM CST ULKM-E9DZ-KKP3-OF56	01/25/2021
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ORDINANCE NO. 2021-O-07

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, PROVIDING FOR THE DISANNEXATION OF A 14.237-ACRE TRACT OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, BEING THE RESIDUE OF LOT 50, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS IN THE H.T.& B.R.R. CO. SURVEY SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS; DISANNEXING AND DISCONTINUING SAID PROPERTY FROM THE CORPORATE BOUNDARIES OF THE CITY; CONTAINING CERTAIN FINDINGS; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, the City of Manvel received a letter dated January 21, 2021 from Walter and Deborah Landry, property owners of the below described property, petitioning the city for disannexation of owner's property from the city limits, in conjunction with application from Hillwood Communities, who has the property under contract; and,

WHEREAS, the Property is described as 14.237 acres, being the residue of Lot 50, Section 78 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens in the H.T.& B.R.R. CO. SURVEY Section 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, Brazoria County, Texas said 14.237 acres being more particularly described by metes and bounds and depicted by map in Exhibit A (the "Property"); and

WHEREAS, on the 16th day of February, 2021, a public hearing was held before the City Council of the City of Manvel, Texas, regarding the proposed disannexation. All persons wishing to be heard were given an opportunity to do so; and

WHEREAS, such the Property is sparsely populated; and

WHEREAS, the property owner and applicant stipulate that the amount of money spent by the city for the direct benefit of the area whilst in the city limits equals or exceeds the amount of money collected by the city in property taxes and fees; and

WHEREAS, the City Council of the City of Manvel, Texas, hereby finds and determines that the disannexation or discontinuance of the Property from the City is necessary and appropriate; 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 Property described above, and more particularly described on the metes and bounds and depicted on the map attached hereto as Exhibit A, is hereby disannexed and discontinued from the corporate limits of the City of Manvel, Texas. This disannexation is conditioned on there first being a Seventh Amendment to Development Agreement approved and executed by and between the City of Manvel, MC288, LLC., Brazoria County Municipal Utility District 39, and Brazoria County Municipal Utility District 40. Until and unless said Seventh Amendment to Development Agreement is fully approved and executed, this disannexation is not effective.

Section 3. Upon the completion of the condition stated above, the Mayor is hereby authorized and directed to enter an Order into the records of the City Council stating that this Ordinance was duly adopted, and that the disannexation and discontinuance of the above-described territory is effective as of the date of such Order.

Section 4. The City Secretary is hereby authorized and directed to forthwith cause a certified copy of this Ordinance and the Mayor's Order to be delivered to the County Clerk of Brazoria County, Texas, as required by § 41.0015, Texas Local Government Code.

Section 5. The City Council finds and hereby determines that the amount of money spent by the city for the direct benefit of the area whilst in the city limits equals or exceeds the amount of money collected by the city in property taxes and fees from the affected landowners.

PASSED AND APPROVED on first reading this ____th day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2021.

Debra Davison, Mayor

ATTEST:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

ADAN GOMEZ AND
WIFE, MARIA G. GOMEZ
(6.6605 AC.)
FILE NO. 99-049437
B.C.O.R.

Lot 39

EDGAR G. PACANA AND
CHARLITE I. PACANA
(3.3302 AC.)
FILE NO. 99-049436
B.C.O.R.

WENCESLAO GUTIERREZ AND
JUANA GUTIERREZ
(5.0 AC NORTH 1/2 OF THE
EAST 10 AC. OF LOT 40)
FILE NO. 2006065992
B.C.O.R.

FELIPE BARRERO AND DANA
BARRERO
(SOUTH 1/2 OF THE EAST
10 AC. OF 16.7 AC.
DESCRIBED AS LOT 40)
FILE NO. 2004043374
B.C.O.R.

BRAZORIA COUNTY, TEXAS
(1.087 AC.)
FILE NO. 2007039244
B.C.O.P.R.

Lot 49

FERNANDO O. SAN JUAN
CALLED 10 ACRES
F.N. 93-041911
B.C.O.R.

FOUND 5/8" I.R. W/LJA CAP

POMONA PHASE 5, LLC
(PART 1, 219.915 AC)
FILE NO. 2020041936
B.C.O.P.R.

SECTION 7

N86°38'13"E 879.68'

40' ROAD EASEMENT
VOL. 2, PG. 98
B.C.P.R.

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

Lot 50

WALTER LANDRY, SR. AND
DEBORAH W. LANDRY
(16.7 ACRES)
F.N. 98-032617
B.C.O.R.

14.237 ACRES

POMONA PHASE 5, LLC
(PART 1, 219.915 AC)
FILE NO. 2020041936
B.C.O.P.R.

S03°13'52"E 704.90'

BRAZORIA COUNTY, TEXAS
(1.817 AC.)
CAUSE NO. C038111
FILE NO. 2008008777
B.C.O.P.R.

P.O.S. (LANDRY TRACT)
N.E. COR OF 16.7 AC. BEARS
N03°13'52"W 704.90'

FOUND 5/8" I.R. W

BRAZORIA COUNTY
CALLED 1.818 ACRES
PARCEL 563-60
F.N. 2007037563
B.C.O.R.

S86°38'13"W 879.89'
H.T. & B.R.R. CO. SURVEY
SECTION 78 (A.K.A.)
J.S. TALMAGE SURVEY, ABSTRACT 563
H.T. & B.R.R. CO. SURVEY, ABSTRACT 299

COUNTY ROAD 58

**EXHIBIT OF 14.237 ACRES
RESIDUE OF LOT 50, SECTION 78 OF THE
ALLISON RICHEY GULF COAST HOME
COMPANY PART OF SUBURBAN GARDENS
(LANDRY TRACT)**

**IN THE
H.T. & B.R.R. CO. SURVEY
SECTION 78 (A.K.A.)
J.S. TALMAGE SURVEY, ABSTRACT 563
BRAZORIA COUNTY, TEXAS**

Notes:

All bearings are referenced to
the Texas Coordinate System,
South Central Zone, NAD83,
1993 adjustment

JANUARY 2021

JOB NO. LJA001-2149-2114

LJA Surveying, Inc.

3600 W Sam Houston Pkwy S
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382



DESCRIPTION OF
14.237 ACRES
RESIDUE OF LOT 50, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME
COMPANY PART OF SUBURBAN GARDENS
(LANDRY TRACT)

Being 14.237 acres of land located in the H.T. & B.R.R. CO. Survey, Section 78 (A.K.A.) J.S. Talmage Survey, Abstract 563, Brazoria County, Texas, being a portion of Lot 50 of Section 78 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, Plat Records of Brazoria County, Texas (B.C.P.R.), said 14.237 acres also being a residue of that certain called 16.7 acre tract conveyed to Walter Landry, Sr. and Deborah W. Landry by instrument of record in File Number 98-032617, of the Official Records of said Brazoria County (B.C.O.R.), said 14.237 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

BEGINNING at a 5/8-inch iron rod with cap from which the northeast corner of said 16.7 acres bears North 03° 13' 52" West, 704.90 feet, same being the northeast corner of that certain called 1.817 acre tract conveyed to Brazoria County, by instrument of record in File Numbers 2008008777 and 200801224 (Cause No. CI038111, eminent domain proceeding for the purpose of widening of County Road 58)), of the Official Public Records of said Brazoria County (B.C.O.P.R.), same being on the northerly right-of way line of County Road 58, and on the common line of said Lot 50 and Lot 60 of said Section 78, same being the southwest corner of that certain called 219.915 acre tract (described as Part 1) conveyed to Pomona Phase 5, LLC, by instrument of record in File Number 2020041936, B.C.O.P.R.;

Thence, South 86° 38' 13" West, along the north line of said 1.817 acres, 879.89 feet to a point for corner, same being the northwest corner of said 1.817 acres, and on the common line of said 16.7 acres, said Lot 40 and Lot 50 of said Section 78;

14.237 Acres

January 22, 2020
Job No. LJAS001-2149-2114

Thence, North 03° 12' 51" West, along said common line, 704.90 feet to a point for corner, same being the northwest corner of said 16.7 acres, the southwest corner of that certain called 10 acre tract conveyed to Fernando O. San Juan, by instrument of record in File Number 93-041911, B.C.O.R., the southeast corner of that certain called 3.3302 acre tract conveyed to Edgar G. Pacana and Charlite I. Pacana, by instrument of record in File Number 99-049436, B.C.O.R., and the common corner of said Lot 50 and Lot 40, and Lot 39 and Lot 49 of said Section 78;

Thence, North 86° 38' 13" East, along the common line of said Lot 49 , Lot 50, 10 acres and 16.7 acres, 879.68 feet to a 5/8-inch iron rod with LJA cap marking the northeast corner of said 16.7 acres and the southeast corner of said 10 acres, same being on the westerly line of the aforementioned 219.915 acres, and the common corner of Lot 49, 50, 59 and 60, of Section 78;

Thence, South 03° 13' 52" East, along the common line of said 16.7 acres, said 219.915 acres, said Lot 50 and said Lot 60, 704.90 feet to the POINT OF BEGINNING and containing 14.237 acres of land.

Note: This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LJA Surveying, Inc.

January 21, 2021

City of Manvel
20025 State Highway 6
Manvel, Texas 77578

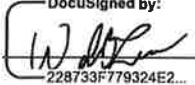
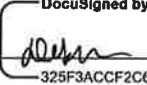
Re: Pomona – De annexation of land

To Whom It May Concern:

Walter Landry Sr & Deborah W Landry (“Owner”) owns approximately 14.883 acres described on Exhibit A attached hereto (the “Property”). The Property is under contract to sell to MC 288, LLC, a Delaware limited liability company (“Applicant”).

Owner hereby authorizes Applicant to pursue the de-annexation of the Property from the City. Owner hereby authorizes Applicant to take any action necessary to apply for and complete the de-annexation of the Property from the City, in Applicant’s sole discretion. Applicant has the right to pursue de-annexation of the Property from the City but is not obligated to do so.

Sincerely,

DocuSigned by:  228733F779324E2...	DocuSigned by:  325F3ACCF2C64D7...
1/21/2021	
WALTER B LANDRY DEBORAH W. LANDRY	

ORDINANCE NO. 2021-O-08

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, PROVIDING FOR THE DISANNEXATION OF A 10.009-ACRE TRACT OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, BEING LOT 49, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS IN THE H.T.& B.R.R. CO. SURVEY SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS; DISANNEXING AND DISCONTINUING SAID PROPERTY FROM THE CORPORATE BOUNDARIES OF THE CITY; CONTAINING CERTAIN FINDINGS; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, the City of Manvel received a letter dated February 26, 2021, from Fernando San Juan, property owner of the below described property, petitioning the city for disannexation of owner's property from the city limits, in conjunction with application from Hillwood Communities, who has the property under contract; and,

WHEREAS, the Property is described as 10.009 acres, being Lot 49, Section 78 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens in the H.T.& B.R.R. CO. SURVEY Section 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, Brazoria County, Texas said 10.009 acres being more particularly described by metes and bounds and depicted by map in Exhibit A (the "Property"); and

WHEREAS, on the 16th day of February, 2021, a public hearing was held before the City Council of the City of Manvel, Texas, regarding the proposed disannexation. All persons wishing to be heard were given an opportunity to do so; and

WHEREAS, such the Property is sparsely populated; and

WHEREAS, the property owner and applicant stipulate that the amount of money spent by the city for the direct benefit of the area whilst in the city limits equals or exceeds the amount of money collected by the city in property taxes and fees; and

WHEREAS, the City Council of the City of Manvel, Texas, hereby finds and determines that the disannexation or discontinuance of the Property from the City is necessary and appropriate; 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 Property described above, and more particularly described on the metes and bounds and depicted on the map attached hereto as Exhibit A, is hereby disannexed and discontinued from the corporate limits of the City of Manvel, Texas. This disannexation is conditioned on there first being a Seventh Amendment to Development Agreement approved and executed by and between the City of Manvel, MC288, LLC., Brazoria County Municipal Utility District 39, and Brazoria County Municipal Utility District 40. Until and unless said Seventh Amendment to Development Agreement is fully approved and executed, this disannexation is not effective.

Section 3. Upon the completion of the condition stated above, the Mayor is hereby authorized and directed to enter an Order into the records of the City Council stating that this Ordinance was duly adopted, and that the disannexation and discontinuance of the above-described territory is effective as of the date of such Order.

Section 4. The City Secretary is hereby authorized and directed to forthwith cause a certified copy of this Ordinance and the Mayor's Order to be delivered to the County Clerk of Brazoria County, Texas, as required by § 41.0015, Texas Local Government Code.

Section 5. The City Council finds and hereby determines that the amount of money spent by the city for the direct benefit of the area whilst in the city limits equals or exceeds the amount of money collected by the city in property taxes and fees from the affected landowners.

PASSED AND APPROVED on first reading this ____th day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on second and final reading this ____ day of _____, 2021.

Debra Davison, Mayor

ATTEST:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

POMONA PHASE 5, LLC
(PART 1, 219.915 AC)
FILE NO. 2020041936
B.C.O.P.R.

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

Lot 48

IGNACIO A. ALPIZAR, M.D.
CALLED 10 ACRES
F.N. 93-033130
B.C.O.R.

FOUND 3/4" I.R.

P.O.B. (SAN JUAN)
N.W. COR. SAN JUAN TRACT

ADAN GOMEZ AND
WIFE, MARIA G. GOMEZ
(6.6605 AC.)
FILE NO. 99-049437
B.C.O.R.

Lot 39

EDGAR G. PACANA AND
CHARLITE I. PACANA
(3.3302 AC.)
FILE NO. 99-049436
B.C.O.R.

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

Lot 49

10.009 ACRES

FERNANDO O. SAN JUAN
CALLED 10 ACRES
F.N. 93-041911
B.C.O.R.

FOUND 5/8" I.R. W/LJA CAP

S86°38'13"W 879.68'

S03°12'16"E 495.62'

SECTION

40' ROAD EASEMENT
VOL. 2, PG. 98
B.C.P.R.

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

WENCESLAO GUTIERREZ AND
JUANA GUTIERREZ
(5.0 AC NORTH 1/2 OF THE
EAST 10 AC. OF LOT 40)
FILE NO. 2006065992
B.C.O.R.

Lot 50

WALTER LANDRY, SR. AND
DEBORAH W. LANDRY
(16.7 ACRES)
F.N. 98-032617
B.C.O.R.

POMONA PHASE 5, LLC
(PART 1, 219.915 AC)
FILE NO. 2020041936
B.C.O.P.R.

**EXHIBIT OF 10.009 ACRES
LOT 49, SECTION 78 OF THE ALLISON
RICHEY GULF COAST HOME COMPANY
PART OF SUBURBAN GARDENS
(SAN JUAN TRACT)
IN THE
H.T. & B.R.R. CO. SURVEY
SECTION 78 (A.K.A.)
J.S. TALMAGE SURVEY, ABSTRACT 563
BRAZORIA COUNTY, TEXAS**

JANUARY 2021 JOB NO. LJA001-2149-2114

LJA Surveying, Inc.



3600 W Sam Houston Pkwy S
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

Notes:

All bearings are referenced to
the Texas Coordinate System,
South Central Zone, NAD83,
1993 adjustment

DESCRIPTION OF
10.009 ACRES
LOT 49, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF
SUBURBAN GARDENS
(SAN JUAN TRACT)

Being 10.009 acres of land located in the H.T. & B.R.R. CO. Survey, Section 78 (A.K.A.) J.S. Talmage Survey, Abstract 563, Brazoria County, Texas, being all of Lot 49 of Section 78 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, Plat Records of Brazoria County, Texas (B.C.P.R.), said 10.009 acres also being all of that certain called 10 acre tract conveyed to Fernando O. San Juan, by instrument of record in File Number 93-041911, of the Official Records of said Brazoria County (B.C.O.R.), (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment));

BEGINNING at a 3/4-inch iron rod marking the northwest corner of said 10 acres, same being the southwest corner of that certain called 10 acres tract conveyed to Ignacio A. Alpizar, M.D., by instrument of record in File Number 93-033130, B.C.O.P.R., the southeast corner of that certain called 20.005 acre tract (described as Tract 5, Part 3) conveyed to Pomona Phase 2A, LLC, by instrument of record in File Number 2016045410, of the Official Public Records of said Brazoria County (B.C.O.P.R.), the northeast corner of that certain called 6.6605 acre tract conveyed to Adan Gomez and Wife, Maria G. Gomez, by instrument of record in File Number 99-049437, B.C.O.R., and the common corner of said Lot 49 and Lot 38, 39 and 40 of said Section 78;

Thence, North 86° 38' 13" East, along the common line of said San Juan tract and said Alpizar tract, and the common line of said Lot 48 and Lot 49, 879.76 feet to a point for corner, same being the northeast corner of said San Juan tract, the common corner of said Lot 48 and Lot 49, and Lot 58 and Lot 59 of said section 78, same being on the westerly line of that certain called 219.915 acre tract (described as Part 1) conveyed to Pomona Phase 5, LLC, by instrument of record in File Number 2020041936, B.C.O.P.R.;

10.009 Acres

January 22, 2020
Job No. LJAS001-2149-2114

Thence, South $03^{\circ} 12' 16''$ East, along the east line of said San Juan tract, the west line of said 219.915 acres, and the common line of said Lot 49 and Lot 59, 495.62 feet to a 5/8-inch iron rod marking the southeast corner of said San Juan tract, same being the common corner of Lot 49, Lot 50, Lot 59 and Lot 60 of said Section 78, and the northeast corner of that certain called 16.7 acre tract conveyed to Walter Landry, Sr. and Deborah W. Landry, by instrument of record in File Number 98-032617, B.C.O.R.;

Thence, South $86^{\circ} 38' 13''$ West, departing the westerly line of said 219.915 acres, along the common line of said San Juan tract and said 16.7 acres and Lot 49 and Lot 50 of said Section 78, 879.68 feet to a point for corner, same being the southwest corner of said San Juan tract and the northwest corner of said 16.7 acres and the common corner of Lot 39, Lot 40, Lot 49 and Lot 50 of said Section 78, same being the southwest corner of that certain called 3.3302 acre tract conveyed to Edgar G. Pacana and Charlite I. Pacana, by instrument of record in File Number 99-049436, B.C.O.R.;

Thence, North $03^{\circ} 12' 51''$ West, along the west line of said San Juan tract, the east line of said 3.3302 acres, the east line of the aforementioned 6.6605 acre tract and the common line of said Lot 39 and Lot 49, 495.62 feet to the POINT OF BEGINNING and containing 10.009 acres of land.

Note: This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LJA Surveying, Inc.

February 26, 2021

City of Manvel
20025 State Highway 6
Manvel, Texas 77578

Re: Pomona – De annexation of land

To Whom It May Concern:

Fernando San Juan ("Owner") owns approximately 10 acres described on Exhibit A attached hereto (the "Property"). The Property is under contract to sell to MC 288, LLC, a Delaware limited liability company ("Applicant").

Owner hereby authorizes Applicant to pursue the de-annexation of the Property from the City. Owner hereby authorizes Applicant to take any action necessary to apply for and complete the de-annexation of the Property from the City, in Applicant's sole discretion. Applicant has the right to pursue de-annexation of the Property from the City but is not obligated to do so.

Sincerely,

A handwritten signature in black ink, appearing to read "Fernando San Juan", written over a horizontal line.

SEVENTH AMENDMENT TO DEVELOPMENT AGREEMENT

This SEVENTH AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment"), is made and entered into as of _____, 2021 (the "Effective Date"), by and between the CITY OF MANVEL, TEXAS, a municipal corporation and home rule city of the State of Texas (the "City"), MC288 LLC, a Texas limited liability company and POMONA INVESTMENT, LLC, a limited liability company (collectively, the "Developer"), BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 39, and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 40, each a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution (together, the "Districts").

RECITALS

WHEREAS, the City and Land Development Company, Ltd., entered into that certain Development Agreement, dated March 13, 2006, and has been amended on September 9, 2013, January 26, 2015, March 1, 2016, August 22, 2016, June 4, 2018 and December 16, 2019 (as amended, the "Development Agreement"), relating to the development of land described therein (the "Land") located within the City's extraterritorial jurisdiction ("ETJ"), and the creation of the Districts on the Land; and

WHEREAS, the Districts were created and have consented to the Agreement, and be bound by its terms; and

WHEREAS, Land Development Company, Ltd. has assigned its rights and obligations under the Development Agreement to the Developer; and

WHEREAS, the Developer has requested revisions to the Pomona Master Plat, approval of revised lot allocation, discussion of the Developer or Brazoria Municipal Utility District No. 40 contribution to the expansion of Jerusalem Road, and consent to annex and deannex land into Brazoria County Municipal Utility District No. 40, by exhibit to this Amendment and pursuant to the Texas Water Code; and

WHEREAS, the Developer, the City and the Districts wish to amend the Development Agreement as provided in this Amendment; now therefore

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the parties contract and agree as follows:

1. Definitions. Capitalized terms used in this Amendment shall have the meanings assigned to them in the Development Agreement, unless otherwise defined or the context clearly requires otherwise.
2. Amendments. The Development Agreement is hereby amended as provided in this Section.
 - a. Exhibits. The Development Agreement is hereby amended to provide a new Page 1 and 2 to Exhibit A "Pomona Master Plat." The new exhibit is attached hereto and incorporated herein. All references to Exhibit A in the Agreement shall now refer to the exhibit attached hereto, with respect to the first two pages thereof.
 - b. Section 2.04(c) is deleted in its entirety and replaced with the following:

"2.04. Development Plan.

The City provides a variance to the Land to allow a multifamily structure with a maximum number of 19 units per net acre or a maximum of 650 units. The City also allows a variance to the multifamily units to reach forty-two (42) feet in height.

The City consents to Brazoria County Municipal Utility District No. 40 annexing approximately 50 acres into the district boundaries and concurrently excluding approximately 9 acres from the District, pursuant to the Texas Water Code. No further City consent is required for this action by Brazoria County Municipal Utility District No. 40.

The City allows an additional 22 acres to be designated high-density, as shown and depicted on Exhibit A."

- c. Section 2.04(d) is amended to add the following sentence:

The City allows on the Pomona Master Plat for front building line setbacks at 15 feet when the garage is positioned off an alley-way.

- d. Article II – Developer Obligations will add Article 2.05

"2.05 Improvements to Jerusalem Road. The Developer and/or Brazoria County Municipal Utility District No. 40 agree to contribute to the City a pro-rata share of the expansion and improvement of Jerusalem Road at the time the City is prepared to expand the road. The City is required to obtain all necessary land deeds or easements to expand Jerusalem Road or the road right-of-way. The Developer agrees to include in the platting

in and around Jerusalem Road an access point to connect Jerusalem Road with the Pomona development east of Jerusalem Road. The Developer or Brazoria County Municipal Utility District No. 40 is not required to build the access point until Jerusalem Road is expanded by the City.

3. Development Agreement. Except as specifically amended hereby, the Development Agreement remains in full force and effect in accordance with its terms.

Executed and approved, effective as of the date written above.

CITY OF MANVEL

ATTEST:

By: _____
Mayor

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

 This instrument was acknowledged before me on _____, 2021, by
_____, in her capacity as mayor of the City of Manvel, Texas.

Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

 This instrument was acknowledged before me on _____, 2021, by
_____, in her capacity as city secretary of the City of Manvel, Texas.

Notary Public, State of Texas

(NOTARY SEAL)

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 39**

ATTEST:

By: _____
President

Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2021, by _____, in the capacity as _____ of Brazoria County Municipal Utility District No. 39.

Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2021, by _____, in the capacity as _____ of Brazoria County Municipal Utility District No. 39.

Notary Public, State of Texas

(NOTARY SEAL)

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 40**

ATTEST:

By: _____
President

Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on _____, 2021, by
_____, in the capacity as _____ and _____ as the capacity as
_____ of Brazoria County Municipal Utility District No. 40.

Notary Public, State of Texas

(NOTARY SEAL)

MC288, LLC

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §

§

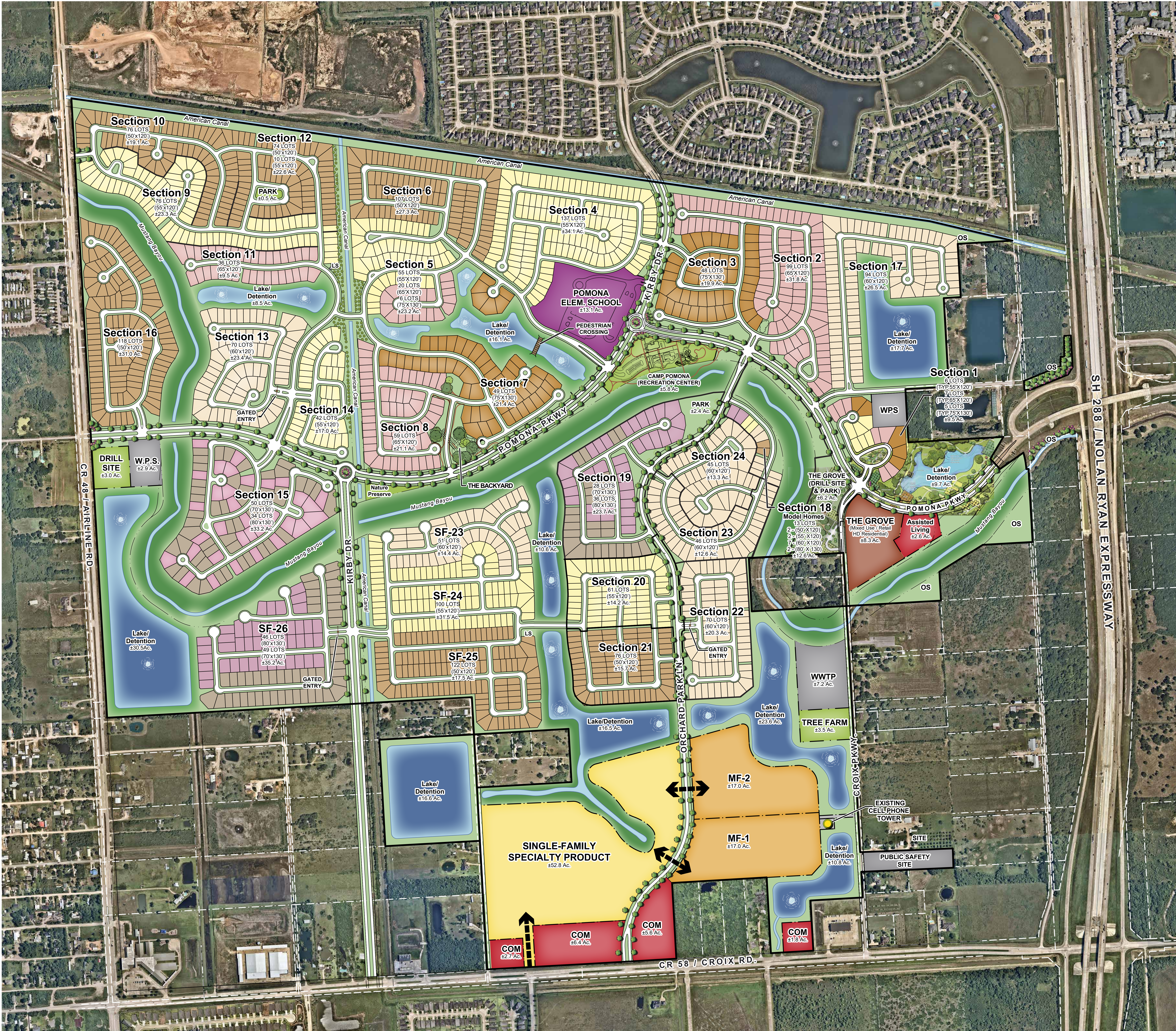
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2021, by _____, in the capacity as _____ of MC288, LLC, on behalf of said company.

Notary Public, State of Texas

(NOTARY SEAL)

**Exhibit A to Development Agreement
Master Plat**



Project Lot Allocation		
LOT SIZES	Total	% of Total
SFSP	324	13.8%
50' X 120'	575	24.5%
55' X 120'	489	21.1%
60' X 120'	383	16.3%
65' X 120'	221	9.4%
70' X 130'	127	5.4%
75' X 130'	108	4.6%
80' X 130'	118	5.1%
	2,345	100.0%

Prepared For:
HILLWOOD COMMUNITIES
Reference Date: 02.03.2021



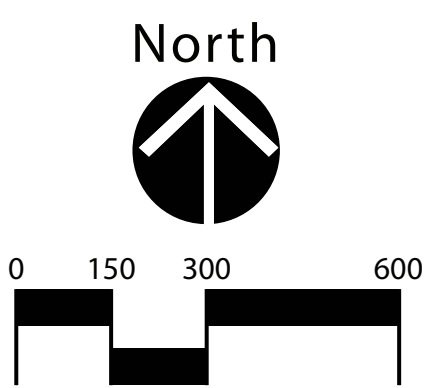
Planning & Landscape Architecture

Land & Master Planning
Land Use/Feasibility Studies
Sustainable Design
Urban Design
Landscape Architecture

LJA Engineering, Inc.
3600 W Sam Houston Pkwy S, Suite 600
Houston, Texas 77042
713.953.5200

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This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.



POMONA

±1,066.2 Acres of Land
Manvel, Texas
Project #: 2149-09003

Lot Type (1)	Minimum Typical Single Family Lot Dimensions	Estimated Number of Lots
Single-family Detached	50x110	183
Single-family Detached	50x120	392
Single-family Detached	55x120	489
Single-family Detached	60x120	383
Single-family Detached	65x120	221
Single-family Detached	70x130	127
Single-family Detached	75x130	108
Single-family Detached	80x130	118
Total		2021

Other Land Uses	Approx. Net Acres	Density
Multi-family	34	19 Units/Net AC or 650 units
High Density Residential	54	6 Units/Net AC or 324 lots
Commercial	22	N/A

(1) Single-family lot requirements:

- a. Minimum side yard setback of 5 feet.
- b. Minimum front yard setback of 20 feet for building line and 25 feet for garage.
- c. Minimum side yard setbacks on corner lots is 20 feet, or 15 feet if side yard is only adjacent to other side yards.
- d. Lot Width Dimensions—Typical lots (rectangular lots with the same front and back width) will be measured at the front building line. Atypical sized lots, such as those at the end of cul-de-sacs, will be characterized by the size of building pad allowed by the lot. For instance, a 55' wide lot allows for a 45' building pad. Any atypical lot that allows a maximum 45' building pad would be classified as a 55' lot.
- e. Single Family Specialty Product (High Density Residential)
 - i. Front entry lots:
 1. Front entry lots shall be a maximum 50% of the total lots in the SFSP area or a maximum of 162 lots
 2. Front entry lots shall be a minimum of 42 feet in width
 3. All front entry lots must be detached products
 4. Zipper Lots:
 - a. Minimum front yard setback of 20 feet for building line and 25 feet building line for garage
 - b. Minimum side yard setback of 5 feet and an aggregate of 10 feet between buildings

- c. Minimum side yard setback of 0 feet for garages.
- ii. Rear Entry Lots:
 - 1. Minimum front yard setback of 15 feet for building line if garage is located in rear alley.
 - 2. Minimum width of 20 feet for alleys
 - 3. Rear entry lots may be either detached or attached products
 - 4. Attached products shall be allowed to have a shared common wall.

ORDINANCE NO. 2021-O-10

AN ORDINANCE AMENDING ORDINANCE NO. 2020-O-09, 2020-O-11, 2020-O-13, 2020-O-18, 2020-O-19, 2020-O-20, 2020-O-24, 2020-O-35 AND ORDINANCE 2021-O-01 WHICH ADOPTED EMERGENCY MEASURES IN RESPONSE TO A LOCAL STATE OF DISASTER DECLARED DUE TO COVID-19 PANDEMIC; PROVIDING FOR THE CONTINUATION OF TEMPORARY SUSPENSION OR MODIFICATION OF CERTAIN ORDINANCES AND REGULATIONS DURING THE DECLARED LOCAL STATE OF DISASTER; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus and global pandemic; and

WHEREAS, it is critical to take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of Texans; and

WHEREAS, the Governor of the State of Texas declared a state of disaster on March 13, 2020; and

WHEREAS, the Mayor of the City of Manvel declared a local state of disaster for the City of Manvel on March 18, 2020, and

WHEREAS, on March 19, 2020, the Governor issued Executive Order GA-08 regarding COVID-19 preparedness and mitigation; and

WHEREAS, the conditions necessitating declaration of a state of disaster continue to exist; and

WHEREAS, on March 23, 2020, the City Council extended the local state of disaster for the City of Manvel and additionally declared a state of emergency under section 4.04 of The City Charter; and

WHEREAS, on March 23, 2020, the City Council adopted Ordinance No. 2020-O-09 to adopt emergency measures in response to the pandemic; and

WHEREAS, on March 31, 2020, the Governor issued Executive Order GA-14 regarding continuity of essential services and activities during the COVID-19 disaster; and

WHEREAS, on April 6, 2020, the City Council adopted Ordinance No. 2020-O-11 to amend the emergency measures in response to the pandemic; and

WHEREAS, on April 27, 2020, the Governor issued Executive Order GA-18 regarding continuity of essential services and activities during the COVID-19 disaster; and

WHEREAS, on May 4, 2020, the City Council adopted Ordinance No. 2020-O-13 to amend the emergency measures in response to the pandemic; and

WHEREAS, on May 5, 2020, the Governor issued Executive Order GA-21 regarding continuity of essential services and activities during the COVID-19 disaster; and

WHEREAS, on May 18, 2020, the Governor issued Executive Order GA-23 regarding continuity of essential services and activities during the COVID-19 disaster

WHEREAS, on May 18, 2020, the City Council adopted Ordinance No. 2020-O-18 to amend the emergency measures in response to the pandemic; and

WHEREAS, on June 1, 2020, the City Council adopted Ordinance No. 2020-O-19 to amend the emergency measures in response to the pandemic; and

WHEREAS, on May 26, 2020, the Governor issued a Proclamation modifying Executive Order GA-23 regarding continuity of essential services and activities during the COVID-19 disaster

WHEREAS, on August 6, 2020, the City Council adopted Ordinance No. 2020-O-24 to amend the emergency measures in response to the pandemic; and

WHEREAS, on September 17, 2020, the Governor issued Executive Order GA-30 regarding continuity of essential services and activities during the COVID-19 disaster

WHEREAS, on October 5, 2020, the City Council adopted Ordinance No. 2020-O-35 to amend the emergency measures in response to the pandemic; and

WHEREAS, on October 7, 2020, the Governor issued Executive Order GA-32, which supersedes GA-30 and GA-31 regarding continuity of essential services and activities during the COVID-19 disaster. Significantly, GA-32 updates the thresholds for areas with high hospitalizations; and

WHEREAS, on March 2, 2021, the Governor issued Executive Order GA-34, which supersedes GA-17, GA-25, GA-29, GA- 31, and GA-32.

WHEREAS, said local state of disaster requires certain amendments to the emergency measures adopted by council, to continue to address the effects of the situation;

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

Section 1: That Ordinance No. 2020-O-09, (as amended by Ordinance No. 2020-O-11, Ordinance No. 2020-O-13, Ordinance No. 2020-O-18, Ordinance No. 2020-O-19, Ordinance No. 2020-O-20, Ordinance No. 2020-O-24, Ordinance No. 2020-O-35 and Ordinance 2021-O-01) are further amended to read and provide as follows.

The following revised emergency measures shall be in effect immediately upon issuance, and shall remain in effect until the local state of disaster is terminated:

A. PRICE CONTROLS:

It shall be unlawful for any vendor, merchant, or other person selling or offering to sell, whether retail or wholesale, any of the following goods or services at an exorbitant or excessive price:

- (1) groceries, beverages, toiletry articles, ice;
- (2) gasoline, diesel oil, motor oil, kerosene, grease, and automotive lubricants;
- (3) restaurant, cafeteria, and boarding-house meals; and
- (4) medicine, pharmaceutical, and medical equipment and supplies.

Determination of an exorbitant or excessive price shall be as determined with §17.46(b) of the Texas Deceptive Trade Practices-Consumer Protection Act.

Section 2: That the following city ordinances and regulations are hereby suspended or modified, and said changes shall remain in effect until the local state of disaster is terminated:

SUSPENSION AND MODIFICATION OF ORDINANCES:

- (1) suspend- the requirement of disconnection of city water utility service for non-payment (City Code, Sec. 71-9(a));
- (2) suspend- the offense of operation of alarm system without permit (City Code, Sec. 5-2(c));
- (3) suspend- the offense of failure to register dog or cat older than 3 months (City Code, Sec.8-9));
- (4) suspend- City Procurement Policies and Procedures [*note- state procurement laws still apply]

Section 3: As required by section 4.11 of The City Charter, the City Council hereby finds that an emergency exists. This ordinance is enacted as an emergency measure in response to the novel coronavirus (COVID-19) which has been recognized globally as a contagious respiratory virus and global pandemic. The goal is to reduce public contact.

Section 4: All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed. Should any provision of this ordinance conflict with a state law or executive order of the Governor, it is the intent that the state law or executive order shall control. The Mayor is authorized to issue any orders consistent with this ordinance.

Section 5: In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged

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

Section 6. 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. If there is any conflict with fine/penal amount provided by order of the Governor, the Governor's order shall prevail.

Section 7: During this period of local state of disaster, any business establishment that allows patrons to visit the establishment in contravention of section 1 (A) or (B), shall be deemed to have created a serious health, safety and welfare risk. In such case, the city manager, or his designee, is authorized to revoke the certificate of occupancy of the establishment for the duration of the earlier of: (1) thirty (30) days, (2) end of the local state of disaster, or (3) until such sooner time as the city manager is satisfied that the serious health, safety and welfare risk no longer exists and is not likely to re-occur during this local state of disaster.

Section 8: This ordinance is an emergency ordinance adopted pursuant to section 4.11 of The City Charter and shall become effective immediately upon adoption of this ordinance. The procedural requirement of two readings is expressly dispensed with.

PASSED, APPROVED, AND ADOPTED on first and final reading this 15th, day of March, 2021.

Debra Davison, Mayor

ATTEST:

Tammy Bell, City Secretary



MANVEL CITY COUNCIL

DATA SHEET

MEETING DATE: March 15, 2021

TOPIC: Subdivision variance request for 8.437 acres of property located at 7900 Bissell Road, seeking to vary Chapter 62, Section 62-111 (a) and (c), *Additional Street Requirements*.

BACKGROUND: The property is located at 7900 Bissell Road in the Heavy Commercial (HC) zoning district. The owners are Bayland, Inc., Ms. Ginger Sandlin, and Southwest Quality Molding, Mr. Perry Estes. The site has existing warehouse buildings which are owned by Bayland, Inc. and Southwest Quality Molding. The owners would like to subdivide the property to convey "Lot 1" to Bayland, Inc. and "Lot 2" to Southwest Quality Molding (see plat). The property owners do not intend to develop or redevelop the site but merely subdivide according to ownership. The owners have opted to record the property legally (by plat) rather than convey ownership through metes and bounds. The City's subdivision ordinance does not require a plat where development or redevelopment does not exist. However, since a plat is being filed with the City for approval, it is still subject to all regulations housed in the ordinance. This includes Section 62-111 (a) and (c) that requires one-half of Bissell Road constructed to concrete curb and gutter.

Since the property owners are only conveying the proposed lots and no development or redevelopment is occurring, staff is recommending approval of the variance request according to the development agreement and conditions as stated below in the "Recommendation" section.

RECOMMENDATION: The staff recommends approval with a development agreement with three conditions. The conditions include:

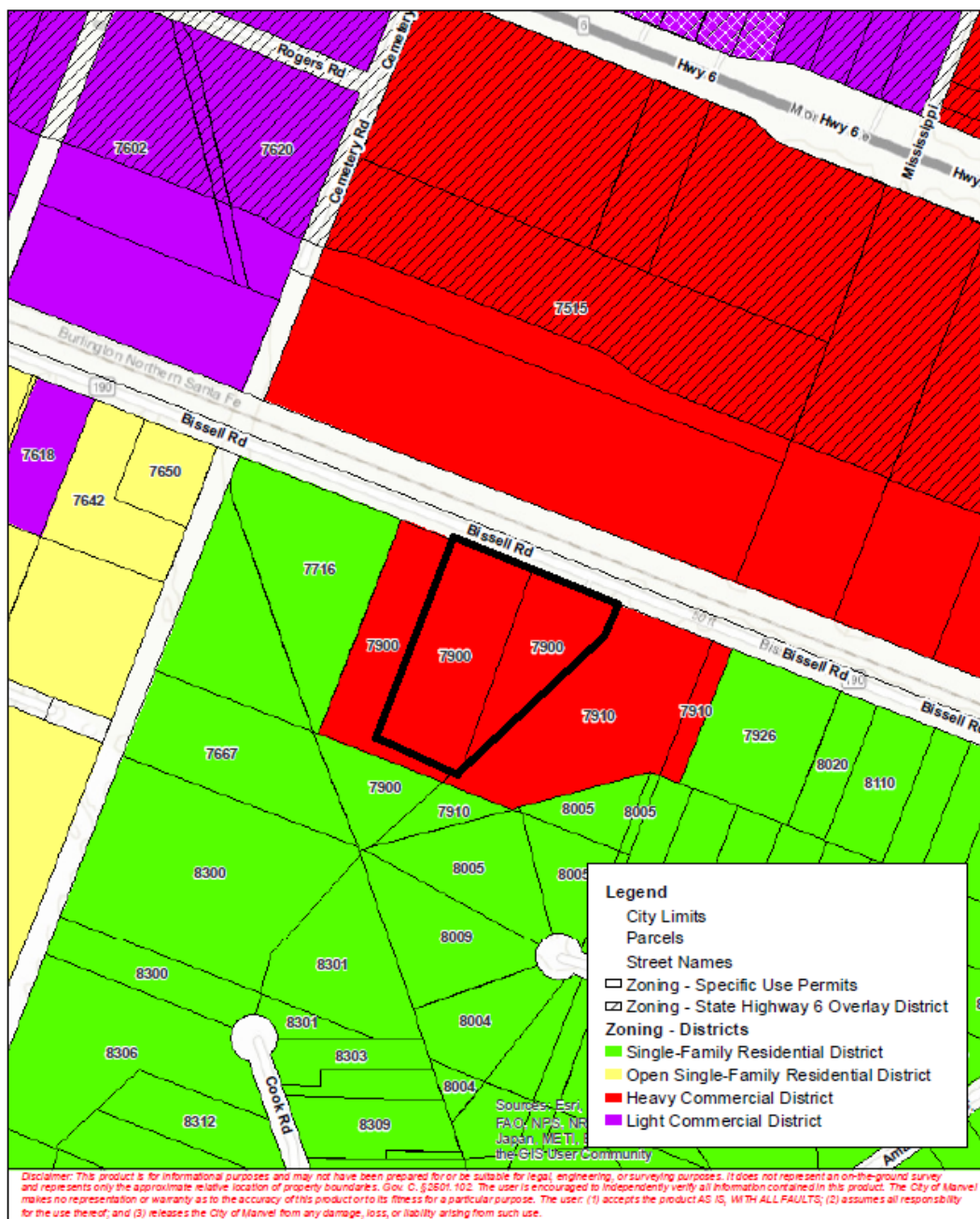
1. Upon development or re-developed of the Property, Bissell Road will be constructed according to *Manvel Code of Ordinances*, Section 62-111 (a) and (c);
2. The Property may not be subdivided; and
3. City shall record this agreement with the Brazoria County Clerk. Developer shall be responsible for the cost of recordation.

ATTACHMENTS: Application, Development Agreement, Proposed Plat, Zoning Vicinity Map, and Aerial Vicinity Map

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 of Manvel
20025 Hwy 6
Manvel, Texas 77578
(281) 489-0630
<http://www.cityofmanvel.com/cms/>

Manvel GIS Mapping



1" = 376'

DEVELOPMENT AGREEMENT (FOR VARIANCE)

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Development Agreement executed as of the ____ day of _____, 2021, is by and between the City of Manvel, Texas, (“City”) and Bayland, Inc. C/O Ginger Sandlin and Southwest Quality Molding C/O Perry Estes, property owners of certain hereinafter described property located within the City, (together known as “Developer”), all collectively referred to as the “Parties.” This Agreement is in regard to the subdivision an 8.437-acre tract of land located at 7900 Bissell Road.

WHEREAS, Developer wishes to subdivide an 8.437-acre tract of land to convey property identified as “Lot 1” to Bayland Inc. and “Lot 2” to Southwest Quality Molding on Exhibit “A”, attached hereto; and,

WHEREAS, Section 62-111 (a) of The City Code requires all streets be constructed in accordance with the city’s design criteria;

WHEREAS, Section 62-111 (c) of The City Code requires the Developer to construct necessary improvements on all adjacent streets (Bissell Road) in order to bring the pavement and curbing up to the City’s minor street standards for the one-half of the street abutting the Property; and

WHEREAS, pursuant to Section 62-5 of The City Code, the Developer has applied for a variance to construct this perimeter road requirement, said application is attached as Exhibit “B”;

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

1. PROJECT

1.01 Location. The property that is the subject of this agreement is all the property legally described as: being a subdivision of 8.437 acres (367,520 sq. ft.) part of Outlot 121 and 122 of the Dr. A.A. Luther Subdivision of the Town of Manvel, a map or plat thereof recorded under Volume 3, Pages 139 of the Brazoria County Plat Records J.M. O’Donnell Survey, Abstract No. 476, City of Manvel, County of Brazoria, State of Texas (the “Property”). The Property is more fully described and depicted in the survey attached as Exhibit “A”, attached hereto.

1.02 Project Description. This Agreement is in regard to the subdivision of the Property, identified as 8.437 acres of land, by the Developer. The Developer wishes to subdivide the Property into two lots in order to convey “Lot 1” to Bayland, Inc. and “Lot 2” to Southwest Quality Molding as identified on Exhibit “A”.

1.03 The Property has never been platted. Section 62-111 (a) and (c) of the City's subdivision ordinance requires construction of all streets in accordance with the city's design criteria; construction of all roadways within the development in accordance with the City's minor street standards; and construction of perimeter streets in conjunction with plat approval. The Developer has applied to vary this requirement for the Property.

2. CITY APPROVAL

2.01 Pursuant to its authority under Section 62-5 of The City Code, the City agrees to allow the Developer to vary the requirements of Section 62-111 (a) and (c) of the City's subdivision ordinance, with conditions.

2.02 Conditions: The required conditions are as follows:

- (i) Upon development or re-developed of the Property, Bissell Road will be constructed according to Manvel *Code of Ordinances*, Section 62-111 (a) and (c);
- (ii) The Property may not be subdivided; and
- (iii) City shall record this agreement with the Brazoria County Clerk and evidence the agreement on a "plat note" on the plat of said Property. Developer shall be responsible for the cost of recordation.

3. DEVELOPER COVENANTS

3.01 The Developer agrees to following:

- (i) The City shall not issue any other construction permits or approve any further development, re-development, plat, or re-plat of the Property until the Developer complies with the provisions of The City Code; and
- (ii) Developer agrees to pay the cost of recordation of this agreement within thirty (30) days of invoice by the city.

4. MISCELLANEOUS

- 4.01 Assignment. This Agreement evidencing said variance, with conditions, shall run with the land and shall bind and benefit the respective Parties and their legal successors in interest.
- 4.02 Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.
- 4.03. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party. Developer shall not be a third-party beneficiary to any contract the city has with any other party for the engineering, design, or construction of said improvements.

- 4.04. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.
- 4.05. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.
- 4.06. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.
- 4.07. Venue. This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.
- 4.08. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.
- 4.09. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above.

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

If to City: City of Manvel
20025 Morris Avenue
Manvel, Texas 77578
ATTN:City Manager

If to Developer: Bayland, Inc.
C/O Ginger Sandlin
7900 Bissell Road
Manvel, TX 77578

and

Southwest Quality Molding
C/O Perry Estes
7900 Bissell Road
Manvel, TX 77578

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

CITY OF MANVEL:

Debra Davison, Mayor

ATTEST:

Tammy Bell, City Secretary

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

Notary, State of Texas

(NOTARY SEAL)

Bayland, Inc.:

By: _____

Name: Ginger Sandlin

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

Notary, State of Texas

(NOTARY SEAL)

Southwest Quality Molding:

By: _____

Name: Perry Estes

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

Notary, State of Texas

(NOTARY SEAL)

Exhibit B

CITY OF MANVEL

<http://www.cityofmanvel.com>

PO Box 187
Manvel, Texas 77578

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

Subdivision Variance Application

Applicant Information

Applicant (if not owner): _____

Phone: _____ e-mail: _____

Owner: Bayland, Inc. C/O Ginger Sandlin & Southwest Quality Molding C/O Perry Estes

Owner Address: 7900 Bissell RD City Manvel State TX Zip 77578

Phone: 281-889-4601 e-mail: gmoses@bayland.com

Property Information

Site Address: 7900 Bissell

Legal description (from deed): _____
(Property must be legally subdivided or be lot of record)

Brazoria County Identification Number: 228378 & 228379

Description of Subdivision Variance Request

To not improve the perimeter road.

Detailed Explanation of Subdivision Variance Request

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

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

Bissell Road is an existing road that services this area and we are not
wishing to develop anything else, just subdivide an existing development.

Exhibit B

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

Bissell Road is an existing road and improving this small portion would not make sense cost wise or aesthetically for the area.

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

This existing road already services the surrounding area safely.

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

This existing road services the existing area well and leaving it as is will not impact the orderly subdivision of other land in the area.

Applicant Authorization

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

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


Applicant Signature

2/3/2021
Date

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

CRF Funding - additional budget items (proposed)

City Of Manvel 20031 HWY 6 Manvel Texans 77578



Rank	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	SALESPERSON	DETAILS	How does this apply to directly to COVID-19 relief/distancing/employee protection
GENERAL							
1	150	6 months sanitary stash per employee (wipes, soaps, masks, gloves disinfectants, etc.)	\$200.00	\$30,000.00		Includes officers and staff who interact with public.	PPE supply for ALL employees who interact with public.
2	3	IVP air purifiers	\$6,000.00	\$18,000.00	Hunton services	These have been implemented at many schools in the surrounding areas	waiting for routes as we do not qualify with current volume for purchase.
3	10	Temperature check stands for all city buildings and offices open to public	\$2,500.00	\$25,000.00	DataVox	Minimum 2 at every building one for employee access and one at entrances to public	Eliminates face to face interaction. Has audible tone and network alerts to notify noncompliance.
4	2	Kiosk public registration	\$1,500.00	\$3,000.00	IT	To alleviate person to person interaction in facilities catering to public kiosk	Instead of paperwork we will push for digital forms and a Kiosk for the public
5	13	UV-C HVAC / air purifiers	\$300.00	\$3,900.00	custom air	Air Purifiers that has the ability to improve air quality and eliminate airborne verses.	Pricing is for one UV system retrofit per AC unit.
POLICE DEPARTMENT							
1	13	AED for patrol vehicles	\$3,000.00	\$39,000.00		1 per police unit (waiting for official route)	\$2000 per unit with 50% upcharge for maintenance, training, and storage
2	1	Police to Citizen	\$14,895.00	\$14,895.00	CentralSquare	PTC ONESolution Police-to-Citizen Annual	Software to allow citizens to look up officer history.
3	1	Command center of chief patrol	\$6,500.00	\$6,500.00		Trunk Vault Command Center	
RISE PROGRAM							
1	1	Matrices 300 RTK (NA) Combo (SP Plus)	\$11,849.00	\$11,849.00	Linkedall	https://www.youtube.com/watch?v=V-4Om_4n998	Main Drone
	1	Zenmuse H20T SP Plus	\$10,399.00	\$10,399.00	Linkedall	Camera System for m300 Drone/Infrared capabilities	Camera system for drone
	1	DJI Smart Controller (16 GB)	\$749.00	\$749.00	Linkedall		Video controller for camera system
	1	Mavic Enterprise Fly More Kit (Part 1)	\$399.00	\$399.00	Linkedall		Range extender
	1	Matrice 300 RTK ((part 09) DJI Monitor Mounting K	\$125.00	\$125.00	Linkedall		Brackets for accessories
	1	Matrice 300 series (part 8) TB60 Intelligent Flight Battery	\$700.00	\$700.00	Linkedall	Intelligent Drone battery with 55 minute flight time	Extended battery
2	3	Mavic 2 Enterprise Dual	\$3,350.00	\$10,050.00	Linkedall	Includes Enterprise Shield	Small scale use drones
3	1	DX-50 UAS Command Station Tahoe	\$2,500.00	\$2,500.00	Draxxon	https://www.draxxon.org/models/dx-50/	Vehicle docking station for drone
PUBLIC WORKS							
	2	Wash bays for cleaning city equipment and vehicles	\$20,000.00	\$40,000.00		Separate wash bays for heavy equipment and light duty vehicles quote car wash	Will include in new public works facility funds
INFORMATION TECHNOLOGY							
1	2	Cellular Booster for City Hall/City Hall Annex	\$15,000.00	\$30,000.00	DataVox	Cell Booster for both the new city hall and city annex	IT

2	1	Multi Factor Authentication - DUO	\$20,000.00	\$20,000.00	DataVox	More security for our users while working from home or while not in the office.	
3	32	Additional Laptops for Working From Home	\$1,500.00	\$48,000.00	Microsoft	Additional laptops for city employees and replacement laptops for council. Also for planning and zoning.	
4	1	SAN Storage for Virtual Desktop Interfaces	\$228,800.00	\$228,800.00	DataVox		
	1	Virtual Desktop Implementation and Licensing	\$105,000.00	\$105,000.00	DataVox		
5	1	Backup Equipment for Remote Site	\$65,000.00	\$65,000.00	DataVox	Equipment for Offsite Building	
	1	Networking Equipment for Remote Site	\$35,000.00	\$35,000.00	DataVox	Equipment for Offsite Building	
6	1	IT Work Vehicle	\$31,000.00	\$31,000.00		Vehicle to house IT repair equipment and to transport equipment.	
7	1	Video Streaming for Council Chambers	\$15,000.00	\$15,000.00	DataVox		
8	1	Remote IT Building for Backups and Data Protection	\$20,000.00	\$20,000.00		Offsite building to keep city data in case of emergency	
9	2	Cleanse Portal - UV Cleaning	\$30,750.00	\$61,500.00	DataVox		

SUBTOTAL	\$876,366.00
TAX RATE	0.00%
SALES TAX	\$0.00
OTHER	
TOTAL	\$876,366.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

These items are in the area of distance interaction with the public, disease protection for the staff, stockpiling supplies to respond to emergencies, planning for future emergencies, critical items to ensure continuity of operations during a disaster, etc.

ITEMS IN PROGRESS							
	QUANTITY	DESCRIPTION	ACTUAL	BUDGETED	SALESPERSON	DETAILS	
	4	Assisted door opener		\$25,000.00	Vortex	Automatic door openers	
	1	PD replacement generator		\$50,000.00		New generator to accomidate add-ons	

SUBTOTAL	\$75,000.00
REWARD	
REMAINDER	(\$75,000.00)

From: Dan Davis <ddavis@cityofmanvel.com>

Sent: Tuesday, March 2, 2021 9:52 PM

To: Debra Davison <ddavison@cityofmanvel.com>; Kyle Jung <kjung@cityofmanvel.com>

Subject: Next Council Meeting - Agenda Item Requests

Hello,

Below is a list of item I will be requesting for our second agenda meeting in March. I had these better spread out but with some delays in two council meetings these have been loaded up.

After review of this list, please let me know if you would like to sit down in person to brainstorm through any of them. If not, I look forward to discussion during the meeting. Also, I want to stress the examples I included or drafts I have included are not what I am saying we should adopted. They are simply for reference and to help facilitate conversation.

Additionally, I know this is 34 days out but I want to ensure everyone has time to properly prepare. I'll be request for our first meeting in April two important agenda discussion items. One is the first of a monthly budget workshop session leading into budget season and the second is a mid year financial update. These two items are better listed in bullet points below.

- Documentation for social media plan - In January we had discussed this and staff verbally presented ideas being bounced around. I am officially requesting a documented plan/strategy that we can review, provide tangible input and financing if needed, and then adopt
- Grant writing policy - I have attached an example of what I found for another entity that we can use as reference. We've discussed this ever since I've been on council but it has been continually delayed or pushed off. I will be requesting during this upcoming meeting that one is created and then presented at our next meeting in April for consideration and discussion.
- CARES funding plan - we need to see a documented list with descriptions, estimates, and timelines for expenditures. Lorraine mentioned this during the meeting on Monday.
- Take Home Vehicle Policy - look at the enabling of our first responders who are of a certain position to better respond to emergencies. We would have to consider insurance costs and what these positions would be. Example I found is linked here: <https://www.dunediningov.com/home/showdocument?id=545>
- Revisions to Food Truck Ordinance - first one was adopted in 2018 and now that we are doing inspections ourselves it's time to consider some needed updates. See attached for some thoughts I have put down in preparation for this item.
- Standard agenda items every meeting - see here for examples of what this would look like: Running agenda items:
 - MUD Developments
 - Community Engagement - what are we seeing and hearing
 - Capital projects and infrastructure updates

- This would cover general updates on projects in the works that council commissioned or staff is initiating such as the programs of work, fiber optic cables, civic plus, etc.
 - Staff news and accomplishments
 - Financial standing, any areas of concerns, major upcoming purchases
-
- Chocolate Bayou Road - We have spent money on a vehicle for the City Manager, a vehicle for the "Engineering Department", and spend additional money on roads that aren't necessarily needed but can't spend the money to fix the issue we have all been made aware of. I will be making the ask that staff prepare a few solutions and the cost associated with those for council to then review and decide on.
- Amending our order to reflect the Governors
- Meeting in person - even if we don't have the strategy meeting I will request we start meeting in person for our first April meeting. We had already prepared to do this in Feb and I believe we all feel it is necessary to take this step.

-
-
-
- Budget workshop - We need to better work together leading up to and entering budget season. Presenting the budget just in August does not give us near enough time. Here is what I would like to propose: During this meeting, and every subsequent meeting we have Kyle give an overview of what is being discussed on the staff level, we have two department heads present where their department is at and needs they have, Council can provide feedback, and then council can bring up items that we feel are important to incorporate or consider. By taking this approach, we set ourselves up for success and less contention come August. This will be a monthly agenda item request moving forward.
 - Financial update - opportunity to make any mid-year adjustments, forecast needs, how are we standing, any areas of concern, any ideas to consider. I am looking for CHirs to blow our socks off with this presentation. This will also set us up for our quarterly executive session that we discussed in January.

Grant Writing Policy and Procedure

If an employee, department head, other staff or council member wishes to apply for a grant on behalf of the City, they must first research it, write a short proposal on the merits of the grant, and include specific written answers to each of the following questions:

- Who or what is the funding agency and what is its general purpose in making the grant?
- What is the anticipated amount of that is reasonably likely to be approved if the grant application is successful?
- What information is needed to complete the grant application?
- In what specific ways does this grant align with the City's strategic plan and goals?
- If the grant involves funding a program that will be ongoing in the future, how does the grant address sustainability of funding?
- Does the grant require matching funds from the City? How much and what are the terms?
- What are the reporting requirements and other paperwork burdens of the grant?
- Does the grant include funding that would cover the cost of administrative requirements incurred as a result of the grant?

The proposal is then submitted to the City Manager or designee. The City Manager or designee will send the proposal back if there are any unanswered questions.

When the proposal is complete to the satisfaction of the City Manager or designee, the grant proposal will be submitted to the City Council at the next regular or special meeting, with the City Manager's recommendation either for or against proceeding with the application.

The City Council will consider the proposal and either authorize the grant application or deny authorization.

If the City Council authorizes the grant, the grant writer will proceed to write the grant application.

The final version of the authorized grant application must be presented to the City Council for final approval before the application is submitted to the funding agency or foundation.

The City's Director of Finance is responsible for keeping a copy (either printed or electronic) of each grant application submitted by the District, and other records related to each grant (when written, contact information, why denied, etc.).

All proceeds of grants will be routed to the Director of Finance for deposit and recording in the appropriate City fund.

Unless another staff member is appointed by the City Manager, the Director of Finance will be responsible for compliance monitoring, reporting, and grant contract administration.

Summarized Changes:

- Establish the understanding that mobile food vendors are not expressly prohibited but more generally prohibited.
- Enable a business that already is permitted to operate in the city to function on a temporary sidewalk stand and make it two 8-hour periods rather than one in the scenario a child wants to do it for a weekend.
- Allow property owners themselves to determine whether they want a mobile food unit on their private property while still complying with all health regulations. - *Key things that **Pearland** and **Katy** has used. Iowa Colony requires that the private property owner create an event that the city requires approval for first. Meridianna is not a fan of this process. Catering type function.*
- Food Trucks can cook food on-site. Might need to look at adjusting permitting requirements to accommodate for this. We are shutting out many great businesses from coming into our city due to this.
- Extension of hours for operation by permit approval from the city, not just at an event.
- Ability to appeal to Council if approval for an event or functioning in the city rejected by staff.
- Ensure that if it is after dusk and food trucks are closing down they can do that.

ARTICLE X. - MOBILE FOOD VENDORS

Sec. 35-310. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Food hand cart means a food or drink vending station operating from a non-mechanical, movable cart that is pushed or pulled from one location to the next by hand (e.g. hot dog cart).

Food truck (stationary) means a food or drink vending station operating from a mechanical vehicle or pulled trailer at a fixed location (e.g. taco truck).

Food truck (mobile) means a food or drink vending station operating from a mechanical vehicle or pulled trailer that drives continuously, intermittently stopping for sales (e.g. ice cream truck).

Mobile food vendor means any person or entity engaged in selling or serving food or drink from a vehicle, booth or cart, including, but not limited to, operating any of the following:

- (1) Sidewalk stand; or
- (2) Food hand cart; or
- (3) Food truck (stationary); or
- (4) Food truck (mobile)

Sidewalk stand means a food or drink vending station operating from a non-mechanical booth or stand on or near the sidewalk or in the city right-of-way (e.g. lemonade stand).

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-311. - General prohibition.

Except where specifically authorized by this article, mobile food vendors of any type are expressly prohibited.

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-312. - Sidewalk stand.

Sidewalk stands are **generally** prohibited. There shall be an exception for temporary lemonade/soft drink sidewalk stands operated by juveniles, or a non-profit corporation, **or business entity that has a permit to operate in the city**, which may be operated without a permit for a single period of up to eight hours, limited to **two** periods within one calendar month or more with approval from the city.

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-313. - Food hand cart.

Food hand carts are **generally** prohibited. There shall be an exception for operation for the following:

- (1) City events;
- (2) City approved or sponsored events; and
- (3) Private events (where admission is not open to the general public) on private property; **and**
- (4) Private property where the unit has express written approval, visible on stand, from the owner of the property and it is on a temporary basis (30 Days) unless approved by the city. *If longer than 30 days then it switches to another category which would be more defined as a restaurant.***

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-314. - Food truck (stationary).

Food trucks (stationary) are **generally** prohibited. There shall be an exception for temporary operation for the following:

- (1) City events;
- (2) City approved or sponsored events;
- (3) Private events (where admission is not open to the general public) on private property; and
- (4) Private property where the unit has express written approval, visible on unit, from the owner of the property and it is on a temporary basis (30 Days) unless approved by the city.**

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-315. - Food truck (mobile).

Food trucks (mobile) are **generally** prohibited.

(1) There shall be an exception for operation for the following:

- a. pre-**prepared** food vendors **that can intermittently sell products**
- b. ice cream trucks, **shaved ice trucks, and snow cone trucks.**
- c. **food vendors creating consumable product on site that passes all relevant health and safety inspections**

~~(2) Food trucks (mobile) shall not stand for more than 15 minutes at any one location and may not prepare or cook food or drink items on the vehicle (pre-packaged only).~~

(3) Food trucks with music or a public address system shall not exceed 65 decibels.

(4) Food trucks may only operate from dawn until dusk, except for events with extended hours **or with relevant permit approved by the city** ~~may be expressly authorized by the city manager or designee.~~

(5) Food trucks may not vend from the second lane of traffic, and may not double park or impede traffic.

(Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-316. - Basic requirements.

The following requirements shall apply to the mobile food vendors that are specifically permitted under this article:

~~(1) Permitted mobile food vendors shall operate only on a temporary basis.~~

~~Temporary shall mean for eight hours or as long as the city event or city-approved event is ongoing.~~ ***Might want to look at how we really define temporary***

~~(2) There shall be no water, wastewater or electric hookups to the adjacent property.~~ ***Strike water and electric hookup prohibitions but keep in wastewater***

~~(3) There shall be no overnight parking or operation.~~

(4) Vehicles must be marked with the vendor's name.

(5) No **additional** detachable **advertisement** signage shall be permitted, except for one removable sandwich-board sign displaying product and/or pricing information. ***Look at adding no flags into this language***

(6) All stationary food truck vendors must set out a trash can for patrons while present and must remove all trash from the premises upon departure. Vendors must not allow trash to spill over and must change out trash bags when the trash can is full.

(7) Vendors may not set up within 300 yards of a restaurant, except with express written consent of the restaurant owner. ***Definitely keep this in.***

(8) The city manager is authorized to sponsor and approve events on behalf of the city. **If rejected, a representative may submit a request to appear before**

the City Council to receive approval. In considering approval or sponsorship for the event, the city manager shall consider the following:

- a. The nature of the event, which must be open to the general public;
 - b. Whether the organizers are in compliance with all city, county and state laws and regulations;
 - c. Whether the organizers have the means, personnel, volunteers, and resources to have a successful event;
 - d. Past history of events by the requesting organization, or similar events by other organizations, and whether there were any health, safety, or sanitation issues; and
 - e. ~~Such other characteristics of the event, including time of year, that may place a burden on city or local law enforcement or first responders.~~
- (Ord. No. 2018-O-52, § 2, 1-22-2019)

Sec. 35-317. - Permits and health requirements. *For a private event, do the food units need a permit to operate in the city. In Houston, if an apartment complex invites you out, you do not need a permit unless others that are not a part of the party try to buy. This would also be the case if the food is pre-paid for the event.*

How do we classify what is a private event? Food trucks classify this as private if the customer already pays for all of the product.

Look at offering a temporary permit rather than a yearly one for \$200. Houston has a yearly one for \$1200 but they also have a daily one that is at a prorated amount. "Day Pass" - Pearland, Angleton (\$50).

Under day passes, you do not need to be inspected by the Fire Marshal. You just need to show who you were last inspected by and then you accept that. Ask for the permit, information, and take a picture with your records. We then wouldn't spend the time of our fire marshal doing the inspection. Fire Marshal can still go out to the event to shut it down if it does not comply with specific guidelines under the annual and under the temporary.

The following requirements shall apply to the mobile food vendors that are specifically allowed under this article:

(1) *Permits.*

- a. All food truck vendors, mobile and stationary, must obtain a permit from the fire marshal's office. Each permit will be issued unit-by-unit only after an inspection reveals satisfactory compliance with state law and this article, as applicable. Such permits shall remain the property of the city. Permit fees shall be as prescribed by the city council.
- b. No person shall operate or cause to be operated any food truck (mobile or stationary) which does not possess a valid permit issued by the fire marshal's office. Any person, firm, or establishment who is found to have operated or caused to be operated a food truck (mobile or stationary) without a valid mobile food truck permit shall be deemed guilty of a misdemeanor and shall, upon

conviction by a court of competent jurisdiction, be assessed fines or other punishment as provided by this Code.

c. Such permit shall be affixed by the fire marshal or designee on the food truck in a conspicuous place where it can be viewed by patrons. A permit shall set forth the business name, license plate number, mobile food unit license number, and expiration date for said license.

d. Every food truck must be readily identifiable by its business name and phone number that are printed, permanently affixed, and prominently displayed on the back of the unit and on the side of the unit from which food is served, in letters not less than three inches in height.

e. Sidewalk stands, where allowed by this article, are exempt from permit requirements.

f. Food hand cart vendors, where allowed by this article, are exempt from permit requirements.

(2) *Health regulations.* All vendors must obey and be in compliance with all state, county and city health laws and regulations. Compliance with these laws shall be a part of the city permit process.

(3) *Food handling regulations.* All vendors must obey and be in compliance with all state, county and city food handling regulations.

(4) *Vehicle inspections.* All mobile vendors must pass a vehicle inspection from the fire marshal's office as part of the city permit process. All vendors must obey and be in compliance with the fire code and all other city codes.

(5) *Administrative rules.* The city manager or designee shall promulgate rules and regulations to administer the provisions of this article. Such rules and regulations shall not conflict with any applicable provisions of this Code. All rules and regulations so promulgated shall be kept on file for public inspection at the office of the city secretary. A copy of the rules and regulations shall be provided to any person upon payment of the fees prescribed by law.

(6) *Violation.* Anyone who intentionally, willfully, recklessly, or with criminal negligence violates this article shall, upon conviction, be guilty of a misdemeanor and shall be assessed fines or other punishment as provided by this Code.

(7) *Revocation of permit.* In addition to the imposition of a criminal penalty, the failure to comply with any of the provisions of this article, or any of the promulgated rules or regulations established thereunder, shall be grounds for the revocation or suspension of the permit, or the refusal to issue or renew any permit required under this Code. If requested by the permittee in writing within seven business days of notice of revocation, the city manager or designee shall hear the cause for revocation/suspension/non-renewal and determine whether the grounds for such action are justified. The city manager's (or designee's) decision shall be final. The revocation or suspension of any permit shall not prohibit the imposition of a criminal penalty, and the imposition of a criminal penalty shall not prevent the revocation or suspension of a license under this article.

(Ord. No. 2018-O-52, § 2, 1-22-2019)

ORDINANCE NO. 2021-O-04

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING CHAPTER 8. ANIMALS, BY ADOPTING NEW PROVISIONS GOVERNING CHAINING AND TETHERING OF DOGS, ANIMALS RUNNING AT LARGE, AND ANIMAL WASTE REMOVAL; PROVIDING A PENALTY 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 AND AN EFFECTIVE DATE.

WHEREAS, the Manvel Police Department oversees animal control and enforces violations of the City Code concerning animals; and

WHEREAS, the City of Manvel presently has a need to address chaining and tethering of dogs, animals running at large, and removal of animal waste; and

WHEREAS, the City Council deems it in the best interest of the City of Manvel to adopt new provisions governing chaining and tethering of dogs, animals running at large, and removal of animal waste; **now, therefore**,

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

Section 1. Chapter 8. *Animals* of **The Code of Ordinances of the City of Manvel** is hereby amended to read and provide as follows:

“CHAPTER 8. ANIMALS

Sec. 8-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adequate Shelter means a clean and sturdy structure:

- (1) That allows the dog protection from rain, hail, sleet, snow, and subfreezing temperatures; and

(2) With dimensions that allow the dog while in the shelter to stand erect, sit, turn around, and lie down in a normal position.

Animal means any living creature, including but not limited to, mammals, reptiles, fish, fowl, and birds, but excluding human beings.

Animal holding facility means any facility used by the city to house or keep animals. This facility may be either a public or private facility.

Collar means a band of constructed nylon, leather, or similar material, specifically designed to be placed around the neck of a dog.

Dangerous animal means any nonhuman primate, skunk, raccoon, jaguar, leopard, lynx, tiger, lion, ocelot, bobcat, cheetah, mountain lion, wildcat, panther, bear, wolf, coyote, fox, poisonous reptile, or any wild animal capable of or inclined to do serious bodily harm to humans or other animals, or any hybrid of a dangerous animal.

Electronic Training Collars means a collar used chiefly on a dog that typically delivers a mild shock or sometimes a vibration or sound upon receiving a signal from a remote transmitter and is used specifically to train a dog to respond to commands, stop unwanted behaviors.

Fence means to enclose with a fence.

Fighting animal means any dog, rooster, or other animal that has been trained, used, exhibited, purchased, sold, or kept for the purpose of fighting with another animal.

Harness means a set of straps constructed of nylon, leather, or similar material, specifically designed to restrain or control a dog.

~~[*Leash* means a tether, length of rope, lead or other material used control an animal so that the animal may not roam at will, or run at large.]~~

Livestock means cattle, horses, mules, donkeys, goats, sheep, and swine.

Menacing conduct means growling, snarling, snapping, charging, or any other threat display employed by the species of animal, or any other conduct that would lead a reasonable person to be apprehensive that an attack by the animal is imminent.

Neglect an animal means to fail to provide appropriate food, water, shelter, and veterinary care for the animal.

Own means to possess, harbor, keep, give food, water, or shelter, or own any animal, or to permit an animal to remain on premises subject to that person's ownership, custody, possession, or control.

Owner means any person who owns, or who has custody or control of a dog as defined herein, an animal.

Properly Fitted means, with respect to al collar or harness. A collar or harness that;

(1) Is appropriately sized for the dog based on the dog's measurements and weight;

(2) Does not choke the dog or impede the dog's normal breathing or swallowing; and

(3) Is attached around the dog in a manner that does not allow for escape and does not cause pain or injury to the dog.

Restraint means a tether, length of rope, chain, leash, cable, lead or other material used to control an animal so that the animal may not roam at will, or run at large.

Running at large means the going upon public or private property, other than the property of the owner of the animal, by an animal without the owner or person in charge thereof having direct, clearly effective, physical control over the animal.

(a) Not completely confined by a building, wall, fence or other enclosure of sufficient strength, or construction to restrain the animal confined thereby, to the premises of the owner. An electronic or invisible fence shall not be considered a fence or other enclosure of sufficient strength or construction to restrain the animal confined thereby in compliance with this section.

(b) Not completely restrained by a leash or tether sufficiently strong to prevent the animal from escaping and which restricts the animal to the owner's premises in such a manner that it shall not have access to within ten feet of any sidewalk or entry to the home or any mail box at the home.

Spay means surgery performed on female animals in which the ovaries and uterus are removed, preventing an animal from having estrus (heat) cycles and eliminating the ability to become pregnant.

Stray animal means an animal running at large, not on a leash, the owner of which is unknown to the person enforcing this chapter concerning said animal.

Unaltered dog or cat means a dog or cat that has not been spayed or neutered.

Unreasonable noise means and shall include continued barking for long periods of time, or repeated barking, but the term "unreasonable noise" is not restricted to barking.

Veterinarian means any person who is duly licensed to practice as a doctor of veterinary medicine by the licensing authority of any one or more of the 50 United States or the District of Columbia, provided that such person is acting within the course and scope of his license and practicing in a state or district in which such license is recognized for the practice of veterinary medicine.

Vicious animal means a member of any species of animal or any individual animal that has a dangerous disposition likely to be harmful to humans or other animals. The term vicious animal shall include but is not limited to any animal that molests, threatens, attacks, or bites any person, vehicle, or other animal.

Sec. 8-2. - Findings of fact.

The city council finds that the keeping, harboring, or possession of any animal in violation of this chapter constitutes a nuisance that endangers the people of the city and their property, disturbs the peace, impairs the use and enjoyment of public and private property, and impairs the value and marketability of public and private property.

Sec. 8-3. - Nuisance animals.

The keeping, harboring, or possession of any of the following animals is hereby found and declared to be a nuisance:

- (1) Any animal that molests, threatens, attacks, or bites any person, vehicle, or other animal, without deliberate provocation;
- (2) Any animal that damages private or public property that does not belong to the owner of the animal;
- (3) Any animal that makes unreasonable noise or noise that would be offensive to a reasonable person, that can be heard in a public place or on private property not owned, possessed, or controlled by the owner of the animal;
- (4) Any vicious animal;
- (5) Any dangerous animal;
- (6) Any livestock running at large;
- (7) Any dog or cat over six months old running at large that is not wearing a current, valid rabies vaccination tag;
- (8) Any abandoned animal;
- (9) Any stray animal;
- (10) Any fighting animal;
- (11) Any animal that is kept in such a way as to produce a foul odor that would be offensive to a reasonable person and that can be smelled on public property or on private property not owned, possessed, or controlled by the owner of the animal;
- (12) Any neglected animal;
- (13) Any animal treated by its owner in a manner that includes the elements of the offense of cruelty to animals;
- (14) Any animal that is in violation of this chapter or that is kept, harbored, or possessed in violation of this chapter;
- [(15) —Any animal running at large; and
- (16) —Any animal roaming free and not enclosed by a fence or on a leash, tether, lead, or rope to control the animal's ability to roam.]

Sec. 8-4. - Additional animal nuisances.

The following are also found and declared to be nuisances:

- (1) The neglect of an animal by its owner;
- (2) Cruelty to an animal;
- (3) The abandonment of an animal by its owner;
- (4) The release of any confined animal without the consent of its owner; and
- (5) Any violation of this chapter.

Sec. 8-5. - Prohibition of nuisances.

- (a) No person shall commit a nuisance as declared in this chapter.
- (b) No person shall permit any animal owned by that person to be a nuisance as declared in this chapter.
- (c) No person shall own any animal that is a nuisance as declared in this chapter.

....

Sec. 8-11. - Penalty.

Any person who violates this chapter shall be punished by a fine of not more than ~~[\$200.00]~~ \$500.00 plus any cost; provided however that for any violation governing public health and sanitation, the fine may not exceed \$2,000.00. ~~[; as provided by law for each violation of this chapter.]~~ Each day or any part thereof that said violation occurs or continues shall constitute a separate offense.

....

Sec. 8-13. – Chaining and Tethering Prohibitions.

Staking, Tying or Tethering

(a) An owner may not leave a dog outside and unattended by use of a restraint unless the owner provides the dog access to:

1. adequate shelter;
2. an area that allows the dog to avoid standing water;
3. shade from direct sunlight; and
4. potable water.

(b) An owner may not restrain a dog outside and unattended by use of a restraint that:

1. is a chain;

2. has weights attached;
3. is shorter in length than the greater of:
 - a. five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail, or;
 - b. 10 feet;
4. is not attached to a properly fitted collar or harness; or
5. causes pain or injury to the dog.

(c) A person commits an offense if the person knowingly violates this section. The restraint of each dog that is in violation is a separate offense.

Sec 8-14 – Exceptions

(a) It is an exception to the application to this section that:

1. The owner uses a restraint on the dog in a public camping or recreational area in compliance with the requirements of the public camping or recreational area as defined by a federal, state, or local authority or jurisdiction;
2. The owner uses a restraint on the dog while the owner and dog engage in, or actively train for an activity conducted under a valid license issued by the state provided the activity is associated with the use or presence of a dog;
3. The owner uses a restraint on the dog while the owner and dog engage in conduct directly related to the business of shepherding or herding cattle or livestock;
4. The owner uses a restraint on the dog while the owner and dog engage in conduct directly related to the business of cultivating agricultural products;
5. The owner leaves the dog unattended in an open-air truck bed only for the time necessary for the owner to complete a temporary task that requires the dog to be left unattended in the truck bed.
6. The owner uses a restraint on the dog while the owner and dog are engaged in, or actively training for, hunting or field trialing.

(b) Section 8-13 does not apply to a restraint attached to a trolley system that allows a dog to move along a running line for a distance equal to or greater than the lengths specified under that subdivision.

(c) This subchapter does not prohibit a person from walking a dog with a handheld leash.

Sec. 8-15.-- Running at Large Prohibited

(a) An owner of an animal shall ensure that such animal does not run at large in violation of this chapter.

(b) It shall be unlawful for any person owning, keeping or having any animal in their possession or control to allow it to run at large.

(c) The provisions of this section shall not apply if:

(1) The animal is under physical restraint by the owner;

(2) The animal is participating in obedience training or competition, dog shows, field trails or performing acts such as herding under the control and supervision of an owner.

(3) The animal has an electronic training collar affixed to the body. Electronic training collars are an acceptable means of meeting the aforementioned Code requirement in city parks and designated dog parks, if the animal is at all times responsive to the owner's command; however, such training collars are unacceptable in city parks when organized activities or sporting events are underway.

(d) Each time an animal runs at large in violation of this section shall be a violation. Each violation shall be considered a separate punishable offense

Sec. 8-16. - Animal waste removal.

(a) It shall be unlawful for any person to fail to immediately remove and dispose of, in a sanitary manner, feces left by a dog being handled by that person on property, public or private, other than the premises of the owner or handler of such dog.

(b) It shall be unlawful for any person to walk a dog on public property or the private property of someone other than the owner or handler of such dog without having in their possession a container or other instrument suitable for the removal and disposal of the dog's feces in a sanitary manner.

(c) This section shall not, however apply to handicapped persons using guide dogs or to peace officers while using animals in the discharge of emergency law enforcement activities."

Section 2. Repealer. All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other

than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$500.00; provided however that for any violation governing public health and sanitation, the fine may not exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this ____ day of _____,
2021.

PASSED, APPROVED, AND ADOPTED on second and final reading this ____ day of _____, 2021.

Debra Davison, Mayor

Attest:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney



City of Manvel

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

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

AGENDA REQUEST

REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

Planning, Development & Zoning	☐	City Council	☐	Both	☒
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Date of Request: March 8, 2021 PD&Z and March 15, 2021 City Council

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

Person to Speak: Jared Bowlin, P.E.

Daytime Phone: 713-337-7415 Fax Number: 713-784-4577

E-mail Address: jbowlin@ehrainc.com

Description of Request and Physical Address:

Consideration and possible action to approve and forward with recommendation to
City Council, Master Plan of Rodeo Palms, an amendment to add "The Lakes Section 5"
dated March 15, 2021.

Plats:

Preliminary _____

Final _____

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

Jessica Duet Rodriguez Digitally signed by Jessica Duet Rodriguez
Date: 2021.03.01 10:03:39 -06'00'

SIGNATURE

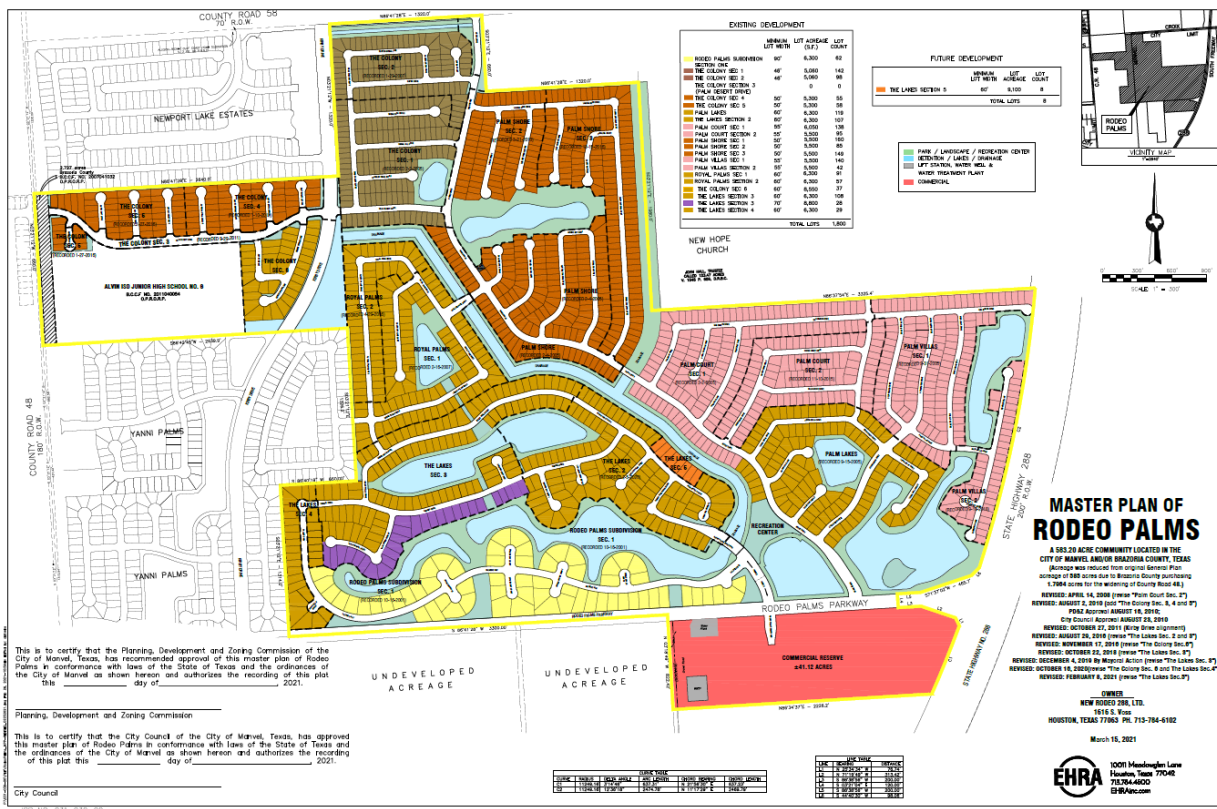
March 1, 2021

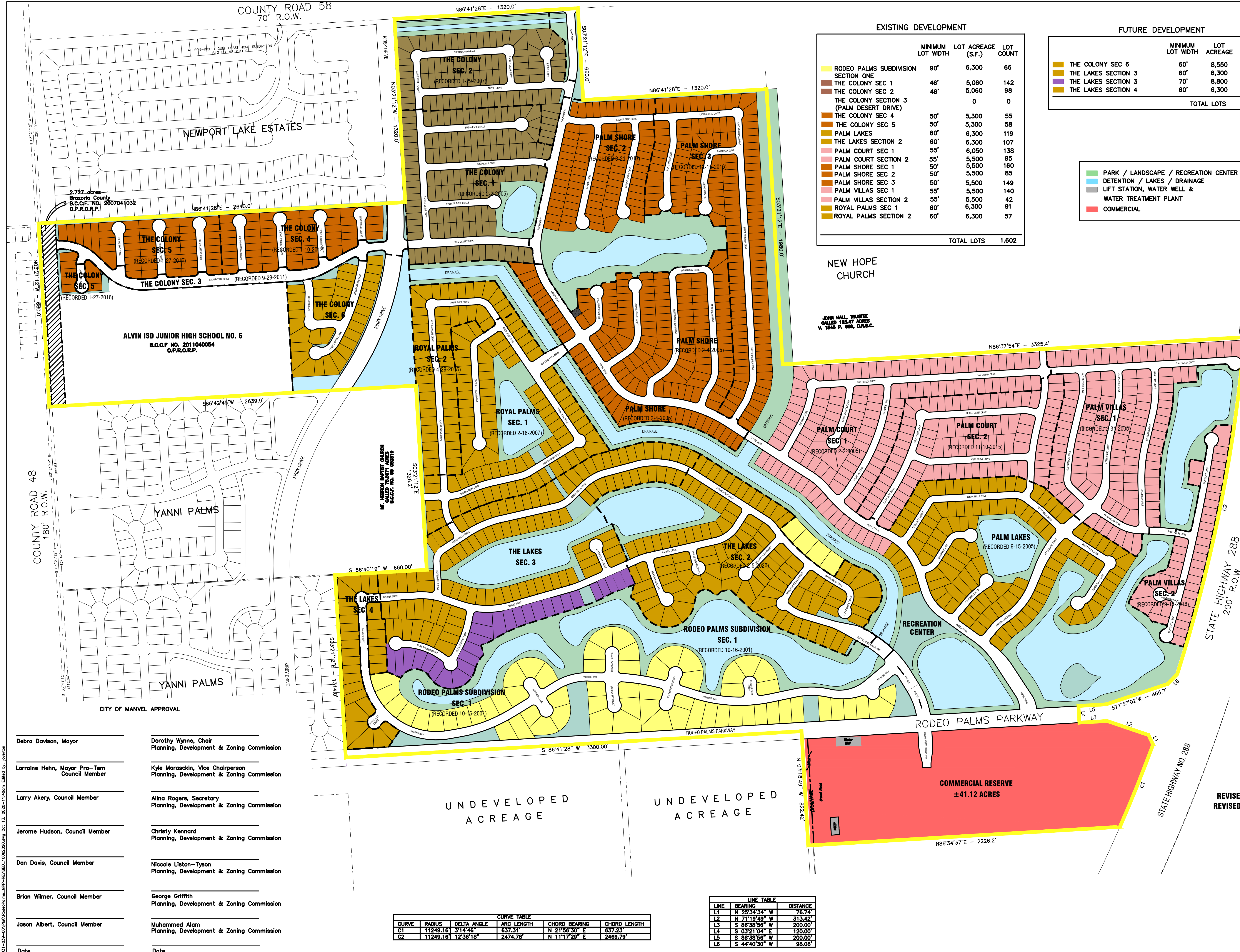
DATE

Planning, Development and Zoning Commission Report

Plat Name	Rodeo Palms Master Plan Amendment “The Lakes Section 5” (dated March 15, 2021)
Applicant	Carol Redd, EHRA, Inc.
PD&Z Meeting Date	March 8, 2021
Recommendation	Approval
Submitted By	Jessica Rodriguez, Director of Development Services

Master Plan Amendment (dated March 15, 2021)

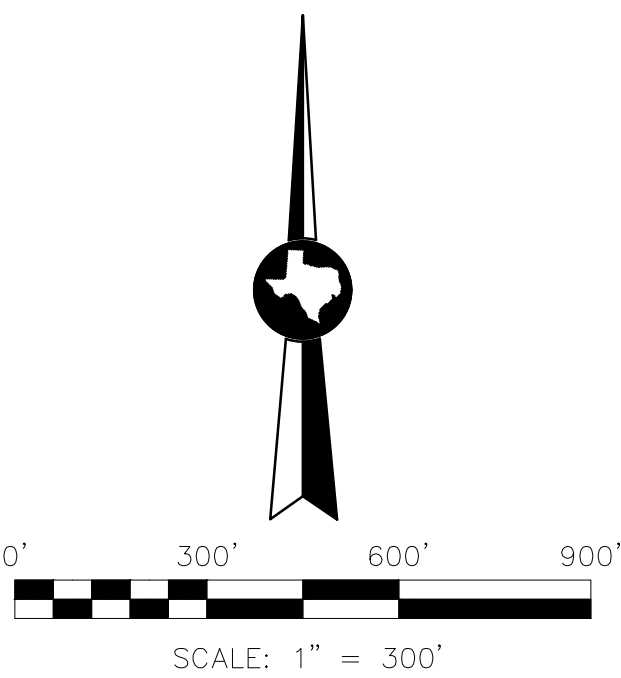
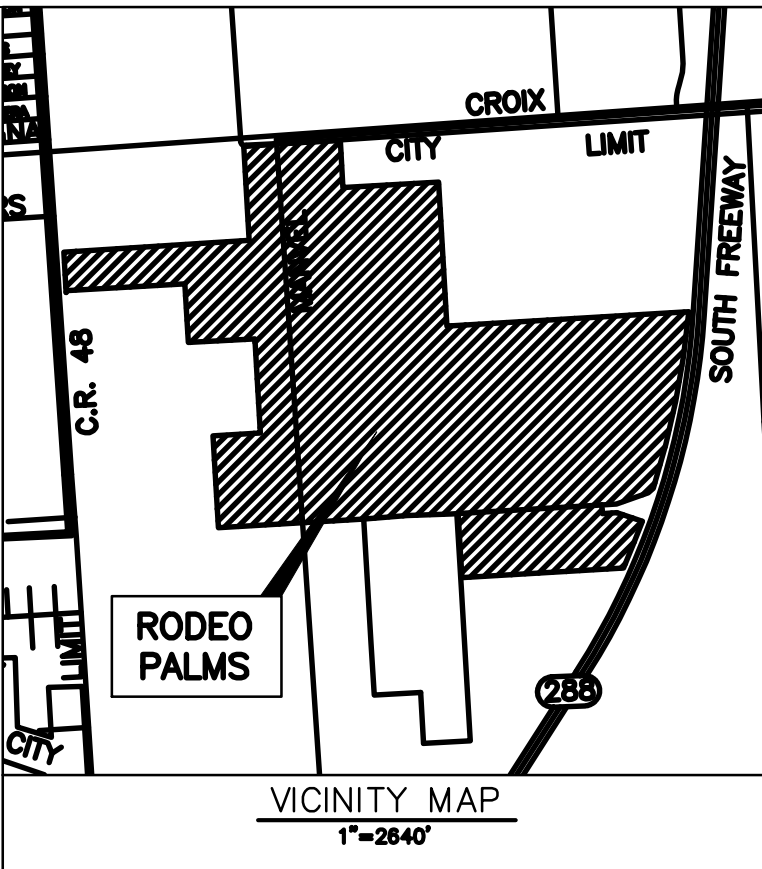




EXISTING DEVELOPMENT			
	MINIMUM LOT WIDTH	LOT ACREAGE (S.F.)	LOT COUNT
RODEO PALMS SUBDIVISION SECTION ONE	90'	6,300	66
THE COLONY SEC 1	46'	5,060	142
THE COLONY SEC 2	46'	5,060	98
THE COLONY SECTION 3 (PALM DESERT DRIVE)		0	0
THE COLONY SEC 4	50'	5,300	55
THE COLONY SEC 5	50'	5,300	58
PALM LAKES	60'	6,300	119
THE LAKES SECTION 2	60'	6,300	107
PALM COURT SEC 1	55'	6,050	138
PALM COURT SECTION 2	55'	5,500	95
PALM SHORE SEC 1	50'	5,500	160
PALM SHORE SEC 2	50'	5,500	85
PALM SHORE SEC 3	50'	5,500	149
PALM VILLAS SEC 1	55'	5,500	140
PALM VILLAS SECTION 2	55'	5,500	42
ROYAL PALMS SEC 1	60'	6,300	91
ROYAL PALMS SECTION 2	60'	6,300	57
TOTAL LOTS			1,602

FUTURE DEVELOPMENT			
	MINIMUM LOT WIDTH	LOT ACREAGE	LOT COUNT
THE COLONY SEC 6	60'	8,550	37
THE LAKES SECTION 3	60'	6,300	108
THE LAKES SECTION 4	70'	8,800	28
	60'	6,300	29
TOTAL LOTS			202

- PARK / LANDSCAPE / RECREATION CENTER
- DETENTION / LAKES / DRAINAGE
- LIFT STATION, WATER WELL & WATER TREATMENT PLANT
- COMMERCIAL



MASTER PLAN OF RODEO PALMS

A 583.20 ACRE COMMUNITY LOCATED IN THE CITY OF MANVEL AND/OR BRAZORIA COUNTY, TEXAS (Acreage was reduced from original General Plan acreage of 585 acres due to Brazoria County purchasing 1.7964 acres for the widening of County Road 48.)

REVISED: APRIL 14, 2008 (revise "Palm Court Sec. 2")

REVISED: AUGUST 2, 2010 (add "The Colony Sec. 3, 4 and 5")

PD&Z Approval AUGUST 16, 2010;

City Council Approval AUGUST 23, 2010

REVISED: OCTOBER 27, 2011 (Kirby Drive alignment)

REVISED: AUGUST 29, 2016 (revise "The Lakes Sec. 2 and 3")

REVISED: NOVEMBER 17, 2016 (revise "The Colony Sec.6")

REVISED: OCTOBER 22, 2018 (revise "The Lakes Sec. 3")

REVISED: DECEMBER 4, 2019 By Mayoral Action (revise "The Lakes Sec. 3")

REVISED: OCTOBER 16, 2020 (revise "The Colony Sec. 6 and The Lakes Sec.4")

OWNER
NEW RODEO 288, LTD.
1616 S. Voss
HOUSTON, TEXAS 77063 PH. 713-784-6102

October 16, 2020

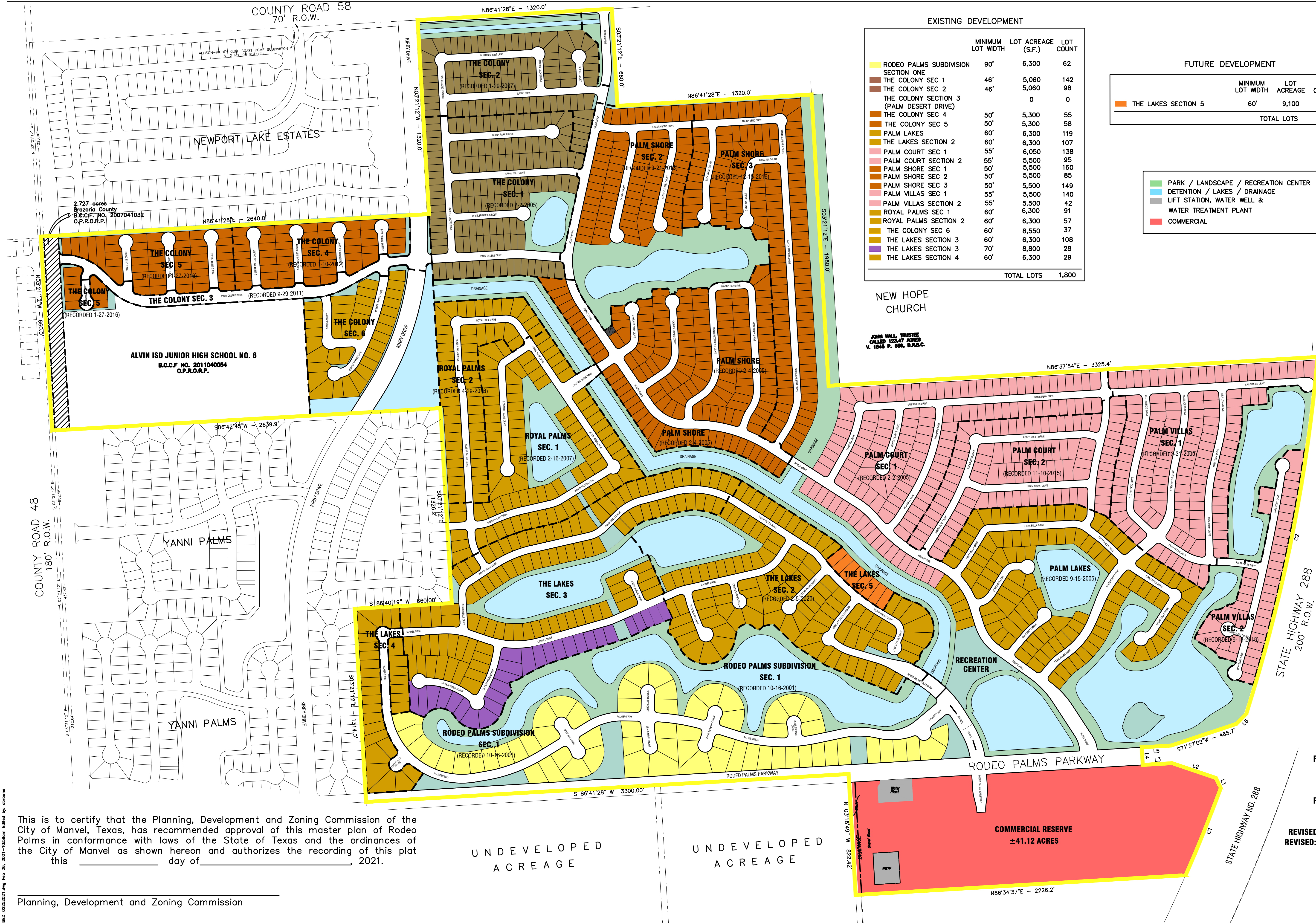
EHRA 10011 Meadowglen Lane
Houston, Texas 77042
713.784.4500
EHRAinc.com

Debra Davison, Mayor	Dorothy Wynne, Chair Planning, Development & Zoning Commission
Lorraine Hehn, Mayor Pro-Tem Council Member	Kyle Marasckin, Vice Chairperson Planning, Development & Zoning Commission
Larry Akery, Council Member	Alina Rogers, Secretary Planning, Development & Zoning Commission
Jerome Hudson, Council Member	Christy Kennard Planning, Development & Zoning Commission
Dan Davis, Council Member	Nicole Liston-Tyson Planning, Development & Zoning Commission
Brian Wilmer, Council Member	George Griffith Planning, Development & Zoning Commission
Jason Albert, Council Member	Muhammed Alam Planning, Development & Zoning Commission
Date	Date

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	11249.16'	3°14'46"	637.31'	N 21°56'30" E	637.23'
C2	11249.16'	12°38'18"	2474.78'	N 11°17'29" E	2469.79'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 25°34'34" W	75.74'
L2	N 71°19'49" W	313.42'
L3	S 86°38'56" W	200.00'
L4	S 03°21'04" E	120.00'
L5	S 86°38'56" W	200.00'
L6	S 44°40'50" W	98.08'

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TOTAL LOTS			1,800

FUTURE DEVELOPMENT			
	MINIMUM LOT WIDTH	LOT ACREAGE	LOT COUNT
THE LAKES SECTION 5	60'	9,100	8
TOTAL LOTS			8

- PARK / LANDSCAPE / RECREATION CENTER
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REVISED: FEBRUARY 8, 2021 (revise "The Lakes Sec. 5")

OWNER
NEW RODEO 288, LTD.
1616 S. Voss
HOUSTON, TEXAS 77063 PH. 713-784-6102

March 15, 2021

EHRA 10011 Meadowglen Lane
Houston, Texas 77042
713.784.4500
EHRAinc.com

This is to certify that the Planning, Development and Zoning Commission of the City of Manvel, Texas, has recommended approval of this master plan of Rodeo Palms in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2021.

Planning, Development and Zoning Commission

This is to certify that the City Council of the City of Manvel, Texas, has approved this master plan of Rodeo Palms in conformance with laws of the State of Texas and the ordinances of the City of Manvel as shown hereon and authorizes the recording of this plat this _____ day of _____, 2021.

City Council

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